



CITY COUNCIL AGENDA

BUCKHAM WEST
19 W DIVISION STREET

TUESDAY, APRIL 23, 2024

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions**
 - A. Poppy Week Proclamation
 - B. Arbor Day Proclamation
 - C. Pollinator Month Proclamation
- 4. Approve minutes of the April 2, 2024 Special City Council Meeting and the April 9, 2024 City Council Meeting**
 - A. Approve minutes of the April 2, 2024 Special City Council Meeting and the April 9, 2024 City Council Meeting
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve Limited Use Agreement for Loading Dock at 128 15th St. NW
 - C. Approve Cannon River Drug and Violent Offender Task Force Joint Powers Agreement (JPA)
 - D. Approve Professional Engineering Services Proposals for Well Sealing and Water Reservoir Rehabilitation
 - E. Approve Permanent Ponding, Drainage and Utility Easement with SensoryEffects, Inc. (successor in interest to IFP, Inc) for 2024 Airtech 2 - Street, Utility and Stormwater Improvements - Contract 2022-07
 - F. Approve CIP Purchase - Pickup for Parks Department
 - G. Approve Budget Amendment and Demolition Waste Disposal Fees for Riverchase Regional Stormwater Basin - City Contract 2022-14
 - H. Approve Professional Services Proposal for Geotechnical Evaluation for 2024 City Watermain Project, Contract 2024-07
 - I. Approve Memorandum of Understanding with Community Action Center
 - J. Resolution 2024-080 Establish a City of Faribault Authorized Community Festival/Event and Approve Hold Harmless and Indemnification Agreement
 - K. Resolution 2024-081 Approve Memorial Day Parade Street Closures and Use of Central Park
 - L. Resolution 2024-082 Accept Donations to the Parks and Recreation Department
 - M. Resolution 2024-083 Approve Street Closure for Golf Box Community Event
 - N. Resolution 2024-084 Declare Public Works Equipment Surplus Property

- O. Resolution 2024-087 Approve Appointment of Board and Commission Members
- P. Approve a Letter of Support for Progressive Rail's CRISI Grant Application

7. Public Hearings – None

8. Items for Discussion

- A. Resolution 2024-085 Approve Plans and Specifications and Establish Bid Date for 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03
- B. Ordinance 2024-4 Approve a Zoning Map Amendment for 15 3rd Ave SW (Second Reading)
 - 1. Summary Publication of Ordinance 2024-4
- C. Resolution 2024-088 Approve a Conditional Use Permit for Development in the Shoreland Management Overlay District at 3040 Hwy 60 W
- D. Ordinance 2024-9 Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties (First Reading)
- E. Resolution 2024-089 Authorizing the City to Apply for a Workforce Housing Development Deferred Loan on Behalf of the Community Action Council

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

- A. Monthly Financial Report

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

Office of the Mayor City of Faribault Proclamation

WHEREAS, The United States of America was founded upon the premises that all citizens should enjoy the blessings of freedom and liberty; and

WHEREAS, The freedom and liberty that Americans enjoy, longed for by people around the world, are the direct result of the many sacrifices made by America's veterans; and

WHEREAS, Many Minnesotans have made the ultimate sacrifice in defense of freedom; and

WHEREAS, It is fitting and proper that we recognize the courageous efforts of our veterans who have sacrificed to secure freedom and liberty for all Americans; and

WHEREAS, The American Legion Auxiliary, the Veterans of Foreign Wars, and the Veterans of Foreign Wars Auxiliary have adopted the poppy as their commemorative symbol; and

WHEREAS, Each year, disabled veterans assemble and distribute memorial poppies, creating a tangible tribute to honor our nation's fallen heroes, and benefit living veterans and their families.

NOW, THEREFORE, I, Kevin F. Voracek, Mayor of the City of Faribault, do hereby proclaim that the week of May 13, 2024 as Poppy Week in Faribault.

*In witness whereof I have hereunto
Set my hand and cause the seal to
be affixed*

Mayor

Date

April 23, 2024

Office of the Mayor City of Faribault Proclamation

WHEREAS, Arbor Day provides people in Minnesota the opportunity to celebrate the importance of trees and forests to our economy, culture, history, and future of the state; and

WHEREAS, Trees are of great value as they provide clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs while capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and

WHEREAS, Properly planting and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of diseases, insects, and other stressors such as climate change and providing long-term community and environmental benefits; and

WHEREAS, Minnesota is at Risk to lose one billion ash trees due to emerald ash borer, potentially increasing CO2 emissions and flooding; and

WHEREAS, Thoughtfully choosing, planting and caring for a diverse mix of trees now supports resilient communities into the future; and

WHEREAS, Our local Community is beautiful, but in order to stay that way it needs local assistance; and

WHEREAS, We encourage everyone to clean up their yards and nearby public spaces when possible.

NOW, THEREFORE, I, Kevin Voracek, Mayor of the City of Faribault, do hereby proclaim Saturday, May 4, 2024, as:

Arbor Day & Beautification Day in the City of Faribault

*In witness whereof I have hereunto
Set my hand and cause the seal to
be affixed*

Mayor

Date

April 23, 2024

Office of the Mayor City of Faribault Proclamation

***WHEREAS**, Pollinator species such as birds, bees, bugs and other insects are essential partners for farmers in producing much of our food supply; and*

***WHEREAS**, Pollination plays a vital role in the health of our trees and plants of our community, enhancing our quality of life and creating recreational and economic development opportunities; and*

***WHEREAS**, the city of Faribault has managed our urban landscape and public lands that include many municipal parks and greenways, as well as wildlife habitats; and*

***WHEREAS**, in 2017 Faribault passed a pollinator friendly city resolution which led to the City's recognition in 2019 by the Pollinator Friendly Alliance of Minnesota; and*

***WHEREAS**, the City has partnered with G.R.O.W.S (Gardeners Reaching Out with Service) local gardening group to provide educational opportunities and encourage citizens to plant pollinator friendly species*

***NOW, THEREFORE**, I, Kevin Voracek, Mayor of the City of Faribault, do hereby proclaim the month of May 2024, as:*

Faribault Pollinator Month

*In witness whereof I have hereunto
Set my hand and cause the seal to
be affixed*

Mayor

Date

April 23, 2024



CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, APRIL 2, 2024

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele. Councilor Adama Doumbouya was absent. Also in attendance was City Administrator Jessica Kinser, City Clerk Heather Slechta, Police Chief John Sherwin, City Engineer Mark DuChene, Community and Economic Development Director David Wanberg, Public Works Director Travis Block, Human Resources Director Kevin Bushard, Finance Director Jeanne Schmuck, Library Services Director Delane James, Parks and Recreation Director Paul Peanasky, Communications Manager Brad Phenow and Fire Chief Dustin Dienst.

Items for Discussion

Approve Professional Services Proposal for Downtown Park Building Redesign

City Engineer Mark DuChene stated that at the March 5, 2024, Council Work Session, City Staff discussed the results for the three bid packages (BP) for the Downtown Park as well as the discussions the City Administrator and City Engineer had with the contractors which had the low bids for BP-1 Multipurpose Building (Robert W. Carlstrom Co.) and BP-2 Site Work/Splash Pad (BCM Construction), as well as the consulting engineers (B32) for BP-3 Skate Loop.

The direction from the Council at that time was to delay the skating feature for a future discussion and possible redesign, and to move forward with pursuing a redesign of the building to eliminate the ice refrigeration equipment room and related appurtenances to try and reduce the present project costs so that the project can move forward to complete the site work, building and splash pad improvements.

Following the meeting, the City Administrator and myself met with the architectural firm, HCM Architects, to solicit a proposal for redesign services for the building as shown on the attached proposal.

If accepted tonight, HCM has estimated revised drawings could be available by April 19, 2024. Once revised drawings are received, they will be shared with the apparent low bidder of BP-1 (Building) and BP-2 (Site Work) for a change order proposal. Once those costs are received, Staff will present the updated project scope and costs to the Council for discussion at a meeting likely in late April or early May.

Mayor Voracek asked if they should reengage the task force, DuChene stated that there are some good alternatives to consider. Councilor van Sluis stated that Janna Viscomi reached out and requested the entire project be brought back and in six weeks she can have a new plan to present to the Council. Councilor Spooner stated that she reached out to him as well, however, he was

not willing to start at square one. DuChene also explained that the changes do not reduce the usable space, it just removes the ice system.

Motion by Thiele, seconded by Ross to approve Professional Services Proposal for Downtown Park Building Redesign

Adjournment

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

The meeting was adjourned at 6:06 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



CITY COUNCIL MINUTES

BUCKHAM WEST
19 W DIVISION STREET

TUESDAY, APRIL 9, 2024

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele. Councilor Adama Doumbouya was absent. Also in attendance was City Administrator Jessica Kinser, City Clerk Heather Slechta, Police Chief John Sherwin, City Engineer Mark DuChene, Community and Economic Development Director David Wanberg, Public Works Director Travis Block, Library Services Director Delane James, Parks and Recreation Director Paul Peanasky and Communications Manager Brad Phenow.

Approve Agenda

Motion by Ross, seconded by Thiele to approve the agenda as presented and carried unanimously.

Presentations/Introductions – None

Approve minutes of the March 26, 2024 City Council Meeting

Motion by van Sluis, seconded by Caron to approve minutes of the March 26, 2024, City Council Meeting and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. List of Claims to be Released
- B. Approve Quote for the Library's East and South Entry Doors Replacement
- C. Approve Use of North Alexander Park by Rice County Historical Society
- D. Approve Use of Central Park for Light of Hope Celebration Event
- E. Accept Quote for Platform Lift at Water Treatment Plant
- F. Approve Agreement to Participate in the SELCO Integrated Library System
- G. Accept Quote for Sanitary Sewer Structure Rehabilitation
- H. Accept Quote for Service Truck Box
- I. Approve LG240B Application to Conduct Excluded Bingo
- J. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License and Indemnification Agreement with Faribault Community Festivals

- K. Resolution 2024-069 Accept Donations to the Parks and Recreation Department
- L. Resolution 2024-070 Establish the City of Faribault Authorized Community Festivals within the City and Provide for the Terms and Conditions for Alcohol Service and Consumption at Community Festivals
- M. Resolution 2024-071 Approve Street Closures for Downtown Car Cruise Nights
- N. Resolution 2024-072 Approve Appointment of Board and Commission Members
- O. Resolution 2024-073 Approve Use of Teepee Tonka Park for Blue Collar BBQ Festival
- P. Resolution 2024-074 Accept Minnesota Office of Justice Programs Intensive Comprehensive Peace Officer Education and Training (ICPOET) Grant Award
- Q. Resolution 2024-075 Minnesota Trail Assistance Grant - Authorizing Sponsorship of Trails Operated by River Bend Nature Center
- R. Approve LG220 Application for Exempt Permit
- S. Resolution 2024-079 Approve Hiring Receptionist
- T. Approve Biosolids Hauling and Application Agreement Extension

Motion by Ross, seconded by Thiele to approve Consent Agenda Items A-T and carried unanimously.

Public Hearings – None

Items for Discussion

Ordinance 2024-4 Approve a Zoning Map Amendment for 15 3rd Ave SW (First Reading)
Community and Economic Development Director David Wanberg stated that Corey Newby of Urban Flea Market requested amending the Zoning Map for 15 3rd Ave SW. Mr. Newby proposed changing the Property's zoning district from P-I, Public-Institutional, to C-2, Highway Commercial.

The Planning Commission held a public hearing on March 18, 2024, to consider his request. There was one member of the public voiced support for the intended use of the Property and their positive interactions with the business in New Prague. No one from the public expressed concerns about the requests.

The DRC and City Planner recommended that the City zone the Property as C-1, Neighborhood Commercial, not C-2, Highway Commercial, as requested. The Planning Commission agreed with the DRC and voted unanimously to deny the Applicant's request for C-2, Highway Commercial, and recommended that the City Council consider C-1, Neighborhood Commercial instead.

At the March 26, 2024, City Council meeting, the City Council found in favor of Mr. Newby's request and directed staff to draft a new ordinance recommending in favor of the request for C-2, Highway Commercial.

Councilor Spooner was against changing the zoning to C-2, he felt there were other options that would work, this is a residential area. He supported a C-1 rezoning, he liked

that this is a reuse of the building. Councilor van Sluis asked if zoned to C-2, could be rezoned to C-1, Wanberg stated that the City would have some discretion to do that. Councilor Ross asked if the City could forcible change it back to C-1, Wanberg stated that they could. Ross also asked if it was expensive to parcel off the lots, Wanberg stated that it was, it could cost \$10,000 plus to do that. He also asked if the Council could give a conditional use permit to the property, Wanberg stated that they could. Councilor van Sluis supported C-2 because it allows for antiques, he asked if there is a way to amend the ordinance for just this property, Wanberg stated that they could create a new district for adapted reuse of properties. Mayor Voracek asked if the C-1 and C-2 were the national standards, Wanberg stated that they were very close. Spooner asked if staff could bring back language to included more items from C-2 to C-1. Councilor Thiele asked if there would be time to amend C-1.

Mr. Newby addressed the Council in regards to their concerns. He stated that he has to follow other parts of the City Code, so it would prevent him from doing things allowed in C-2. He also explained that there is an agreement in place with the Arch Diocese that also prevents him from doing a number of business activities, such as adult use, tobacco sales, alcohol sales, it must be open to all, not a specific audience, it can not be a school or a hospital. He stated that he would not have outdoor storage. He plans to keep the property and not sell it. He informed the Council that there is millions of dollars in repairs that must be done. Thiele asked when he wanted to be open, he stated that he would like to open in the church.

Councilor Caron was in support of C-2, she stated that he did his due diligence, he is not asking for funding and he deserved the Council support.

Motion by Caron, seconded by van Sluis to approve Ordinance 2024-4 Approve a Zoning Map Amendment for 15 3rd Ave SW (First Reading)

Roll Call Vote:

Aye: Councilor Caron, van Sluis, Thiele and Mayor Voracek

Nay: Councilor Ross and Councilor Spooner

Motion carried 4:2 with Councilor Ross and Spooner voting Nay.

Ordinance 2024-7 Approve a Zoning Map Amendment for Certain Properties on the N Side of 14th Street NW between 3rd Avenue NW and Lake Faribault (Second Reading) and Summary Publication of Ordinance 2024-7

Community and Economic Development Director David Wanberg explained that the City Council approved the first reading of Ordinance 2024-7 at its March 26, 2024, meeting. Per the City's adopted Land Use Plan, the ordinance rezones the north side of 14th Street NW from 3rd Avenue NW to Lake Faribault, from I-2, Heavy Industrial District, to R-2, Low-Density Residential District, per the City's adopted Land Use Plan. City Staff received no comments nor made any substantive changes to the ordinance since its first reading. Wanberg also requested that the Council approve the Summary Publication.

Motion by Ross, seconded by Ross, seconded by van Sluis to approve Ordinance 2024-7 Approve a Zoning Map Amendment for Certain Properties on the N Side of 14th Street NW between 3rd Avenue NW and Lake Faribault (Second Reading)

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Thiele, Mayor Voracek

Nay:

Motion carried 6:0

Motion by Spooner, seconded by Ross to approve Summary Publication of Ordinance 2024-7 and carried unanimously.

Resolution 2024-077 Approve Plans and Specifications and Establish Bid Date for Airtech 2 Street, Utility and Stormwater Improvements, Contract 2022-07

City Engineer Mark DuChene explained that Resolution 2024-077 approves the construction plans and specifications for the proposed Airtech 2 Street, Utility and Stormwater Improvements project - Contract 2022-07, including removals, watermain extension, sanitary sewer extension, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration, regional stormwater basin construction and related improvements. Airtech Court from Airtech Drive to the Steele Waseca Substation is the street that is proposed to be included in the project.

The improvements were formally ordered by the City Council on September 26, 2023, upon the passage of Resolution 2023-184, following a Public Hearing. After the improvements were ordered, the Engineering Department finalized the plans and specifications in preparation of bidding for the improvements. The preliminary total estimated cost of the improvements, including a 10% contingency and 15% engineering, is \$1,400,000.00.

Proposed funding for the project is as follows:

Special Assessments	\$1,067,300.00	76.2%
Storm Water Utility Fund (603)	\$ 332,700.00	23.8%

DuChene stated that as detailed in the feasibility report, the improvements are proposed to be specially assessed per the City policy and cost share splits detailed in a previous City memo from 2002/2003. Since this is a non-petitioned project proposing to levy special assessments against benefiting properties, a minimum 6/7ths vote of the City Council is required to advance the improvements.

The resolution also establishes a bid date of May 8, 2024 for the project. Construction is scheduled to begin in June, with substantial completion by the end of August 2024.

Mayor Voracek asked about the curbing proposed and how Steele/Waseca Electric would access the area with their vehicles, Duchene stated that it is a stand-up curb, and that

they will work with Steele/Waseca.

Ordinance 2024-8 Amending Chapter 19 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS (First Reading)

City Clerk Heather Slechta explained that at the April 2, 2024, Council Work Session, the City Council discussed a request to allow for Mobile Food Units to operate for more than 21 days annually at any one location. Staff felt that adding language to the ordinance to define this type of operation as a seasonal temporary food stand would differentiate this type of business from the typical mobile food unit. At that meeting the City Council directed staff to update the current ordinance for further discussion at the April 9, 2024, City Council meeting. Slechta informed the Council that in Sec. 19-10 (b) (2) Duration of operations, she added language that would require temporary seasonal food stands to receive Council approval prior to operating in the City of Faribault.

The Council expressed their concerns regarding Mobile Food Units not paying taxes like the brick and mortar businesses. They also had concerns regarding where they are located with regards to other food establishments.

Motion by Spooner, seconded by Chuck to deny Ordinance 2024-8 Amending Chapter 19 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Thiele, Mayor Voracek

Nay:

Motion carried 6:0

Resolution 2024-078 Approve Plans and Specifications for the MnDOT Cooperative Construction Project 8826-259 Signal Improvement - Contract 2024-04

City Engineer Mark DuChene stated that resolution 2024-078 approves the construction plans and specifications for the proposed MnDOT Cooperative Construction Project 8826-259 Signal Improvement, Contract 2024-04. This cooperative construction project includes the replacement of the existing traffic signal systems at TH 60 & Western Avenue, TH 60 and 3rd Street NE and TH 21 & 7th Street NW with modern traffic signal systems which will include emergency vehicle preemption, dedicated left turn movements and other geometric and utility improvements. This construction project is being led by MNDOT and also includes similar signal replacement work at two intersections in the City of Albert Lea.

Funding for the project is split between the cities of Faribault and Albert Lea, Rice County and MNDOT based on MNDOT's Cooperative Construction Cost Participation policy and the number of legs of each intersection that each party has. The City of Faribault's estimated share of total project costs is \$1,100,000 and will be paid from the City's municipal state aid account.

The resolution approves the construction plans which authorizes the City Engineer to sign said plans so that MNDOT can seek final federal authorization of the plans in order to

allow the feds to release a bid date. The resolution states that the City is only approving the plans contingent on the execution of a separate cooperative construction agreement which will be brought before the council at a later date. MNDOT cannot award a contract until all cooperative construction agreements are fully executed.

Councilor Spooner was not in favor of having a 3-lane road from the Viaduct to 4th. He felt that it would create problems. Councilor van Sluis asked if the dedicated left turn at 7th would have a green arrow, Mayor Voracek asked if it was going to phase yellow, DuChene stated that MNDOT has a policy for arrows.

Motion by Ross, seconded by Thiele to approve Resolution 2024-078 Approve Plans and Specifications for the MnDOT Cooperative Construction Project 8826-259 Signal Improvement - Contract 2024-04 and carried unanimously.

Bids

Resolution 2024-076 Accept Bids for 2024 Miscellaneous Concrete (City Wide) - Contract 2024-01

City Engineer Mark DuChene stated that they received bids for Contract 2024-01, 2024 Miscellaneous Concrete Work (City Wide) on Wednesday, April 3, 2024.

The bids received were tabulated as follows:

Healy Construction	\$87,512.50
Legends Concrete	\$90,242.50

Financing for the project comes from the Street Improvement Projects Fund. The amount of work actually completed under this contract varies widely from year to year. The Street Improvement Projects Fund is then reimbursed from various other City funds based on the specific work performed.

Minor work in the public right-of-way is also done at the request of private parties via petition and waiver agreements for assessment of the work back to the private party.

Motion by Thiele, seconded by van Sluis to approve Resolution 2024-076 Accept Bids for 2024 Miscellaneous Concrete (City Wide) - Contract 2024-01 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

City Administrator Jessica Kinser informed the Council that she would be out of the office on Friday and that Donna Braun's retirement party would be from 1:30-3:00 pm on Friday at the Public Works Building. Kinser also requested that the Council let Heather Slechta know if they will be attending the League of Minnesota Cities Conference in June. Mayor Voracek stated that the Mayor's Reception would be at Central Park on Thursday evening of Heritage Days. He requested that Slechta sign the Council up for the parade.

Adjournment

Motion by Ross, seconded by Thiele to adjourn the City Council meeting and carried

unanimously.

The City Council meeting was adjourned at 7:16 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: April 23, 2024
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,088,094.18, which includes check numbers 180559 to 180654 and automatic clearing house payments.

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

Recommendation:

Approve the attached List of Claims for Release.

Attachments:

1. 04-23-2024 Council AP List

Accounts Payable

Checks by Date - Detail by Check Number

User: astadler
Printed: 4/19/2024 10:55 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	2617	Empower Retirement-HCSP	04/10/2024	
		PR Batch 00507.04.2024 Health Care Savings Pl	PR Batch 00507.04.2024 Hea	1,562.97
		PR Batch 00507.04.2024 Health Care Savings Pl	PR Batch 00507.04.2024 Hea	767.43
		PR Batch 00507.04.2024 Health Care Savings A	PR Batch 00507.04.2024 Hea	1,040.77
		PR Batch 00552.04.2024 Health Care Savings Pl	PR Batch 00552.04.2024 Hea	545.97
		PR Batch 00507.04.2024 Health Care Savings Pl	PR Batch 00507.04.2024 Hea	956.84
Total for this ACH Check for Vendor 2617:				4,873.98
ACH	M0058	Minnesota Child Support Payment Center	04/10/2024	
		PR Batch 00507.04.2024 Child Support	PR Batch 00507.04.2024 Chil	711.11
Total for this ACH Check for Vendor M0058:				711.11
ACH	O0006	Orchard Trust Company	04/10/2024	
		PR Batch 00507.04.2024 Roth Deferred Comper	PR Batch 00507.04.2024 Rotl	2,307.00
		PR Batch 00552.04.2024 MN Deferred Comp	PR Batch 00552.04.2024 MN	22,100.00
		PR Batch 00507.04.2024 MN Deferred Comp	PR Batch 00507.04.2024 MN	11,876.00
Total for this ACH Check for Vendor O0006:				36,283.00
ACH	ZZ001	Public Employees Retirement Association	04/10/2024	
		PR Batch 00507.04.2024 PERA Police & Fire	PR Batch 00507.04.2024 PER	29,012.11
		PR Batch 00507.04.2024 PERA Coordinated	PR Batch 00507.04.2024 PER	20,856.02
		PR Batch 00507.04.2024 PERA Coordinated	PR Batch 00507.04.2024 PER	18,075.19
		PR Batch 00507.04.2024 PERA Police & Fire	PR Batch 00507.04.2024 PER	19,341.42
Total for this ACH Check for Vendor ZZ001:				87,284.74
ACH	ZZ002	Internal Revenue Service	04/10/2024	
		PR Batch 00552.04.2024 FICA Employer	PR Batch 00552.04.2024 FIC	7,539.54
		PR Batch 00552.04.2024 FICA Employee	PR Batch 00552.04.2024 FIC	7,539.54
		PR Batch 00507.04.2024 FICA Employer	PR Batch 00507.04.2024 FIC	16,866.80
		PR Batch 00552.04.2024 Medicare Employer	PR Batch 00552.04.2024 Med	1,822.72
		PR Batch 00507.04.2024 Medicare Employee	PR Batch 00507.04.2024 Med	6,176.38
		PR Batch 00507.04.2024 FICA Employee	PR Batch 00507.04.2024 FIC	16,866.80
		PR Batch 00507.04.2024 Medicare Employer	PR Batch 00507.04.2024 Med	6,176.38
		PR Batch 00507.04.2024 Federal Income Tax	PR Batch 00507.04.2024 Fed	37,774.09
		PR Batch 00552.04.2024 Federal Income Tax	PR Batch 00552.04.2024 Fed	22,793.03
		PR Batch 00552.04.2024 Medicare Employee	PR Batch 00552.04.2024 Med	1,822.72
Total for this ACH Check for Vendor ZZ002:				125,378.00
ACH	ZZ003	Minnesota Department of Revenue	04/10/2024	
		PR Batch 00507 04 2024 State Income Tax	PR Batch 00507 04 2024 Stati	17,394.76
		PR Batch 00552.04.2024 State Income Tax	PR Batch 00552.04.2024 Stati	6,475.29
Total for this ACH Check for Vendor ZZ003:				23,870.05
ACH	1114 27586761	Kimley-Horn and Associates Inc Watermain Crossing 2023-09 Thru 3/31/24	04/23/2024	
				6,044.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 1114:				6,044.96
ACH	1397 INV104085	Heather Slechta Mileage to the LMC Safety and Loss Control Me	04/23/2024	41.88
Total for this ACH Check for Vendor 1397:				41.88
ACH	1424 00-12833	Evergreen Land Services 2022-07 Balchem Appraisal	04/23/2024	180.00
Total for this ACH Check for Vendor 1424:				180.00
ACH	1577 PS2033778-1	Sanco Equipment LLC Fuel Filter Unit 12	04/23/2024	179.00
Total for this ACH Check for Vendor 1577:				179.00
ACH	1631 1831011 1831031 1840346 1848037 1848037 1851624	Rice County Property Tax & Elections Airport Property Taxes PID 1814300901 18.36.2.01.041 Property Taxes 2023-15 15.13.3.00.001 Property Taxes 6240 240th St E 18.35.1.01.001 - 400 Western Ave Property Taxe 18.35.1.01.001 - 400 Western Ave Property Taxe 18.31.4.27.002 Property Taxes 16 1st St SE	04/23/2024	4,538.00 2,088.00 6,080.00 700.00 700.00 2,166.00
Total for this ACH Check for Vendor 1631:				16,272.00
ACH	1647 055409 055471 055503 055538 055610 055640 055712 055720 055736 055766	Faribault Fleet Supply Inc Chainsaw Chaps Chainsaw Chain/Tape Ball Valve for #318 Sand Belt Fertilizer/Cleaners Brass Tee/Barb Fittings - Street #318 Bit Driver Set Propane Handsoap/Simply Green Cleaning Supplies Washer Hose/Fittings	04/23/2024	380.97 52.57 56.45 13.99 150.92 35.46 23.99 59.19 78.58 16.98
Total for this ACH Check for Vendor 1647:				869.10
ACH	1677 44273 44288 44299 44300 44300 44300	Craig L Havelka Fire Extinguisher Hydro Tests Fire Extinguisher Recharge Fire Extinguisher Maintenance Fire Extinguisher Hydro Tests Recharge Extinguishers Fire Extinguisher Hydro Tests	04/23/2024	534.50 37.50 147.50 265.50 210.00 185.00
Total for this ACH Check for Vendor 1677:				1,380.00
ACH	1755 0589590-IN	Beacon Athletics LLC Ballfield Conditioner	04/23/2024	1,505.00
Total for this ACH Check for Vendor 1755:				1,505.00
ACH	1783 967199 968215 968629 968673	Motor Parts & Equipment Corp Oil Filter/Grease Retainer Clips Air Filter Hydraulic Oil	04/23/2024	47.74 8.54 52.24 28.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	968822	Air Filter		22.98
	969228	Oil Change Reminder Stickers		5.31
	969247	Oil Change Minder Sticker Credit		-5.31
	969303	Air Hose - Air Blow Guns		21.05
	969402	Compost Sign Paper		27.38
	969426	Support Bracket		35.99
	969442	Air Couplers		45.98
	969470	Air Coupler Credit		-28.00
	969473	Air Coupler Credit		-3.00
	969550	Radiator - Street #110		7.19
	969553	Retainers / #25		25.62
	969970	Wire Terminal Connector - Street #114		3.79
	970450	Belts for Roof Top Air Unit		46.70
	970461	Oil		7.20
Total for this ACH Check for Vendor 1783:				349.80
ACH	210	5 Star Inspections Inc	04/23/2024	
	419	March Electrical Inspections		3,028.40
Total for this ACH Check for Vendor 210:				3,028.40
ACH	2206	MacQueen Equipment LLC	04/23/2024	
	P56888	Gutter Broom Side Link and Pins - Street #115		765.17
	P56942	Gaskets for Vactor		29.09
	P57052	Oil Sensor Unit 7		194.23
	P57057	Glass Door/Handle Gasket/Seal - Street #115		1,367.86
	W13297	Camera Repair Parts		1,500.00
	W13297	Camera Repair Labor		250.00
	W13297	Camera Repair Labor		2,667.20
	W13297	Camera Repair Parts		5,798.99
Total for this ACH Check for Vendor 2206:				12,572.54
ACH	2289	Brandon McCarthy-Cray	04/23/2024	
	INV104088	Lunch Per Diem / FTO Training		75.00
Total for this ACH Check for Vendor 2289:				75.00
ACH	2372	Dakota Supply Group	04/23/2024	
	S103525560.001	Plugs/Anchor Bolts/Anchor Nuts		227.24
	S103599873.002	Watermain Supplies		243.07
Total for this ACH Check for Vendor 2372:				470.31
ACH	2377	Safe-Fast, Inc.	04/23/2024	
	INV288703	Safety Vests and Safety Glasses		520.74
	INV288703	Safety Vests and Safety Glasses		100.00
	INV288703	Safety Vests and Safety Glasses		520.74
Total for this ACH Check for Vendor 2377:				1,141.48
ACH	2429	Clean River Partners	04/23/2024	
	41624	SWPPP Education 1st Quarter		1,072.65
Total for this ACH Check for Vendor 2429:				1,072.65
ACH	254	Metering & Technology Solutions	04/23/2024	
	INV4884	Meter O Ring		2.50
Total for this ACH Check for Vendor 254:				2.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	2567 1030	Walter D Schirmer Carpet Maintenance	04/23/2024	395.00
Total for this ACH Check for Vendor 2567:				395.00
ACH	2657 24-7218	Fire Station Outfitters LLC Recliner for Fire Station	04/23/2024	1,025.00
Total for this ACH Check for Vendor 2657:				1,025.00
ACH	2688	Enterprise FM Trust	04/23/2024	
	FBN4983496	March Lease / #23		1,199.73
	FBN4983496	March Lease / #19		635.64
	FBN4983496	March Lease / #20		909.41
	FBN4983496	March Lease / #1		732.59
	FBN4983496	Charge Error / Custom Equipment - Courtesy De		680.00
	FBN4983496	March Lease / #12		694.49
	FBN4983496	March Lease / #3		838.23
	FBN4983496	March Lease / #6		843.65
	FBN4983496	March Lease / #24		844.36
	FBN4983496	March Lease / #22		635.32
	FBN4983496	March Lease / #8		750.29
	FBN5003766	Monthly Lease / #12		694.49
	FBN5003766	Custom Equipment / Remote Start / #7		660.00
	FBN5003766	Monthly Lease / #3		838.23
	FBN5003766	Lease and Certain Other Charges / CREDIT / #1		-2,347.33
	FBN5003766	Courtesy Delivery Fee - CREDIT #23		-250.00
	FBN5003766	Overpayment Correction / #23		-430.00
	FBN5003766	Monthly Lease / #23		924.31
	FBN5003766	Monthly Payment / #22		635.32
	FBN5003766	Full Lease / #6		843.65
	FBN5003766	Custom Equipment / Remote Start / #11		660.00
	FBN5003766	Monthly Lease / #24		844.36
	FBN5003766	Custom Equipment / Remote Start / #13		660.00
	FBN5003766	Monthly Lease / #8		750.29
	FBN5003766	Monthly Lease / #20		909.41
	FBN5003766	Title / #23		39.00
	FBN5003766	Monthly Lease / #19		635.64
	FBN5003766	Monthly Lease / #1		732.59
	FBN5003766	Partial and Full Lease / #7		1,100.79
	FBN5003766	Partial and Full Lease / #11		1,203.94
	FBN5003766	Partial and Full Lease / #13		1,299.24
	FBN5003766	Custom Delivery Removal #13		-250.00
Total for this ACH Check for Vendor 2688:				18,917.64
ACH	2777 PI0061874	BG Minnesota Inc Transmission Flush Adapters	04/23/2024	132.80
Total for this ACH Check for Vendor 2777:				132.80
ACH	2780 045-461431 045-462306	Tyler Technologies Inc Tyler SAAS Fees Tyler SAAS Fees	04/23/2024	6,520.00 31,536.57
Total for this ACH Check for Vendor 2780:				38,056.57
ACH	2793 103804	Skyline Salt Solutions Road Salt	04/23/2024	11,204.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 2793:				11,204.08
ACH	2832 INV104091	Jason Witt Lunch Per Diem / FTO Training	04/23/2024	75.00
Total for this ACH Check for Vendor 2832:				75.00
ACH	2843 INV104090	John Sherwin Lunch Per Diem / EVOC Refresher	04/23/2024	15.00
Total for this ACH Check for Vendor 2843:				15.00
ACH	2853 57042	Latanick Equipment Inc Valve Parts	04/23/2024	624.54
Total for this ACH Check for Vendor 2853:				624.54
ACH	2856 INV104096	Keith Schirmer Per Diems - Playground Safety Course	04/23/2024	103.00
Total for this ACH Check for Vendor 2856:				103.00
ACH	499 INV104097	Eckberg Lammers PC Prosecution Retainer	04/23/2024	13,425.00
Total for this ACH Check for Vendor 499:				13,425.00
ACH	603 298769	CivicPlus Closed Captioning - March	04/23/2024	47.21
Total for this ACH Check for Vendor 603:				47.21
ACH	626 INV104089	Josh Sjodin Lunch Per Diem / FTO Training	04/23/2024	75.00
Total for this ACH Check for Vendor 626:				75.00
ACH	664 210655 210658	Ultimate Safety Concepts Inc Helmet / Wildland Blue Firefighter Helmets	04/23/2024	357.50 1,500.00
Total for this ACH Check for Vendor 664:				1,857.50
ACH	930 INV208571	Sanity Solutions Inc Offsite Backup Subscription	04/23/2024	139.80
Total for this ACH Check for Vendor 930:				139.80
ACH	961 3548 3548	Kiellmeyer Construction Inc Crushed Rock Rock Brush for Pile Road	04/23/2024	1,962.00 3,252.22
Total for this ACH Check for Vendor 961:				5,214.22
ACH	A0056 48206455 48207166 48207177 48207177 48207177 48207177 48207177	Auto Value Parts Store Battery Electric Wiring - Heat Shrink Tubing Hydraulic Fluid/Hydraulic Pump/ Ring Terminal Hydraulic Fluid/Hydraulic Pump/ Ring Terminal Hydraulic Fluid/Hydraulic Pump/ Ring Terminal Hydraulic Fluid/Hydraulic Pump/ Ring Terminal Hydraulic Fluid/Hydraulic Pump/ Ring Terminal	04/23/2024	43.99 15.47 35.07 46.76 93.52 35.07 23.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	48207198	Marker Light - Street #123		9.99
	48207350	Coolant Hose Fitting - Street #318		16.99
	48207358	Coolant Hose Fitting Credit - Street #318		-16.99
	48207460	Air Filters - Oil Filter - Ring Terminals for Stock		30.03
	48207460	Air Filters - Oil Filter - Ring Terminals for Stock		15.01
	48207460	Air Filters - Oil Filter - Ring Terminals for Stock		22.52
	48207460	Air Filters - Oil Filter - Ring Terminals for Stock		60.05
	48207460	Air Filters - Oil Filter - Ring Terminals for Stock		22.52
	48207492	Oil and Air Filters for Stock		13.25
	48207492	Oil and Air Filters for Stock		8.84
	48207492	Oil and Air Filters for Stock		17.68
	48207492	Oil and Air Filters for Stock		13.25
	48207492	Oil and Air Filters for Stock		35.34
	48207493	Heat Shrink Tubing for Stock		0.55
	48207493	Heat Shrink Tubing for Stock		0.82
	48207493	Heat Shrink Tubing for Stock		2.20
	48207493	Heat Shrink Tubing for Stock		0.82
	48207493	Heat Shrink Tubing for Stock		1.10
	48207560	Battery - Street #114		126.99
Total for this ACH Check for Vendor A0056:				674.22
ACH	A0120	Associated Graphic Arts Inc	04/23/2024	
	69513	Firefighter Helmet Decal		114.00
Total for this ACH Check for Vendor A0120:				114.00
ACH	B0022	BCM Construction Inc	04/23/2024	
	15477	Watermain Beak Repair Rogers Row		1,137.50
	15478	Watermain Break Repair		987.50
Total for this ACH Check for Vendor B0022:				2,125.00
ACH	B0030	Blackburn Manufacturing Co	04/23/2024	
	0731692-IN	Locate Flags		254.71
	0731692-IN	Locate Flags		100.00
	0731692-IN	Locate Flags		254.71
Total for this ACH Check for Vendor B0030:				609.42
ACH	B0036	Bolton & Menk Inc	04/23/2024	
	0333528	TH Hwy 60 Concept Planning		810.00
	SS202404	MPCA Smart Salting Seminar		200.00
Total for this ACH Check for Vendor B0036:				1,010.00
ACH	B0074	Border States Industries Inc	04/23/2024	
	928160982	Alarm Panel Mount		152.38
	928160990	Wire for MXU Radios		480.42
Total for this ACH Check for Vendor B0074:				632.80
ACH	C0034	Cintas Corporation	04/23/2024	
	4188736616	Uniform Cleaning Streets		29.05
	4188736616	Uniform Cleaning Mechanics		10.24
	4188736638	Uniform Cleaning Sewer		12.72
	4188736638	Uniform Cleaning Storm		6.43
	4188736638	Uniform Cleaning Water		25.86
	4188736679	Laundry Services		33.61
	4188736684	Shop Towels		24.40
	4188736684	Disposable Towels - Dust Mop		5.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	4188736684	Disposable Towels - Dust Mop		50.40
	4188736684	Disposable Towels - Dust Mop		5.25
	4188736684	Disposable Towels - Dust Mop		0.74
	4188736771	Floor Mats		6.43
	4188737002	Uniform Laundry		37.84
	4189465718	Uniform Cleaning Water		25.86
	4189465718	Uniform Cleaning Sewer		6.43
	4189465718	Uniform Cleaning Sewer		12.72
	4189465842	Shop Towels		24.40
	4189465848	Uniform Cleaning Streets		48.04
	4189465848	Uniform Cleaning Mechanics		10.24
	4189465934	Uniform Laundry		37.84
	4189465974	Lab Towels/Floor Mats		48.44
Total for this ACH Check for Vendor C0034:				462.19
ACH	C0070	Culligan	04/23/2024	
	119X01033104	Drinking Water Equip Rental		40.50
Total for this ACH Check for Vendor C0070:				40.50
ACH	E0018	ESRI Inc	04/23/2024	
	94698865	ArcGIS Software		403.92
	94698865	ArcGIS Software		403.92
	94698865	ArcGIS Software		445.00
	94698865	ArcGIS Software		453.33
	94698865	ArcGIS Software		453.33
	94698865	ArcGIS Software		403.92
	94698865	ArcGIS Software		3,370.33
	94698865	ArcGIS Software		403.92
	94698865	ArcGIS Software		453.33
	94698865	ArcGIS Software		188.13
Total for this ACH Check for Vendor E0018:				6,979.13
ACH	F0037	Fastenal Company	04/23/2024	
	MNDUN127587	Lifting Straps		71.65
	MNDUN127588	Penetrant Pump Oil		148.59
Total for this ACH Check for Vendor F0037:				220.24
ACH	F0046	Fette Electronics Inc	04/23/2024	
	10648	Monthly Monitoring of Fire & Sprinkler		394.80
	10649	Install Communicator & Program Fire System C		699.00
	10663	Repair Sound System at Softball Fields		471.97
Total for this ACH Check for Vendor F0046:				1,565.77
ACH	G0022	Grainger Inc	04/23/2024	
	9085687185	Batteries		21.60
Total for this ACH Check for Vendor G0022:				21.60
ACH	H0015	Hawkins Inc	04/23/2024	
	6725050	Chlorine		2,322.00
	6727723	Chlorine Cylinder Return		0.01
	6727723	Chlorine Cylinder Return		-0.01
	6727819	Ammonia/Sodium Permanganate/Sodium Silicat		4,791.42
Total for this ACH Check for Vendor H0015:				7,113.42
ACH	I0022	Innovative Office Solutions LLC	04/23/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	IN4504357	Labels/Batteries/Highlighters		25.76
	IN4505509	Paper/Desk Pad/Batteries/Disinfectant Wipes		170.69
	IN4506817	Receipt Book		10.87
	IN4507034	Notebooks		21.78
	IN4507916	Receipt Book		21.74
Total for this ACH Check for Vendor I0022:				250.84
ACH	I0024	Insty-Prints	04/23/2024	
	159767	Business Cards Code Enforcement		365.00
	159852	Fire Safety Retractable Banners		170.27
	159867	Safe Summer Flyers-Summer Kickoff Funds		-79.00
	159867	Safe Summer Flyers-Summer Kickoff Funds		79.00
	159867	Safe Summer Flyers-Summer Kickoff Funds		79.00
	159951	Envelopes		239.67
Total for this ACH Check for Vendor I0024:				853.94
ACH	I0048	Interstate Power Systems Inc	04/23/2024	
	R001208288:01	Generator Maintenance		1,044.00
Total for this ACH Check for Vendor I0048:				1,044.00
ACH	K0006	Kennedy & Graven, Chartered	04/23/2024	
	180725	FA105-00517 Matecek Matter		27.30
	180725	FA105-00484 Faribault Mill		81.90
	180725	FA105-00514 Kleeberger Matter		66.90
	180725	FA105-00476 Forest to Fork		109.20
	180725	FA105-00322 Carlson Addition		122.40
	180725	FA105-00469 Downtown Investment Group Mat		1,310.40
	180725	FA105-000070 Park and Rec. Dept		871.70
	180725	FA105-00471 Midwest Recovery		54.60
	180725	FA105-00012 General Licensing Matters		170.55
	180725	FA105-00450 County Public Safety Center Proje		27.30
	180725	FA105-00445 TIF Matters for Farmer Seed & N		27.30
	180725	FA105-00488 A Twin Oaks TIF Matter		54.60
	180725	FA105-00028 General Planning Matters		758.00
	180725	FA105-00009 Telecommunication Matters		22.30
	180725	FA105-00498 PFAS Matter		1,025.80
	180725	FA105-00490 Project Buckeye		300.30
	180725	FA105-00488 County Housing Site		300.30
	180725	FA105-00005 General Matters		985.40
	180725	FA105-00489 Warner Project on 616-620 Sixth S		27.30
	180725	FA105-00510 2024 City Council Meetings		1,080.15
	180725	FA105-00458 TIF Matters for Riverchase for M		54.60
	180725	FA105-00453 C&S Vending Matter		54.60
	180725	FA105-00516 Steinberg Matter		1,393.75
	180725	FA105-00477 Balchem Ponding/Drainage/Utility		89.20
	180725	FA105-00481 2023 Faribault Sage Tax Abatemen		191.10
	180725	FA105-00492 River Ridge 4th Addition		27.30
	180725	FA105-00509 505 Central Avenue		300.30
	180725	FA105-00507 Community Action Center		530.60
	180725	FA105-00505 Property Re-Use		54.60
	180726	HRA Legal Fees		1,016.60
	180731	EDA Legal Fees		1,375.95
Total for this ACH Check for Vendor K0006:				12,512.30
ACH	M0017	Matejcek Implement Company	04/23/2024	
	IB36148	O-Ring		10.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor M0017:				10.30
ACH	M0053 1729179	Mississippi Welders Supply Inc Welding/Cutting Gas Contract	04/23/2024	705.00
Total for this ACH Check for Vendor M0053:				705.00
ACH	M0073 1062310	Minnesota Elevator Inc City Hall Elevator Annual Service Contract	04/23/2024	2,609.76
Total for this ACH Check for Vendor M0073:				2,609.76
ACH	M0095 1246419 1246615 1247339 1247491 1247541 1247867	Minnesota Valley Testing Labs Inc SIU Lab Testing SIU Lab Testing SIU Lab Testing SIU Lab Testing SIU Lab Testing SIU Lab Testing	04/23/2024	234.00 234.00 234.00 16.00 234.00 525.60
Total for this ACH Check for Vendor M0095:				1,477.60
ACH	M0105 INV104113 INV104114	Minnesota Recreation and Parks Associatio Certified Playground Safety Instructor Registrati Certified Playground Safety Instructor Registrati	04/23/2024	740.00 740.00
Total for this ACH Check for Vendor M0105:				1,480.00
ACH	M0388 505257350 505289796 505289797	Midwest Tape LLC Audio/Visual Audio/Visual Audio/Visual	04/23/2024	176.94 72.48 63.71
Total for this ACH Check for Vendor M0388:				313.13
ACH	O0005 1750501 1750501 1750501	On Target A & M Inc April Water Bills April Water Bills April Water Bills	04/23/2024	614.61 614.61 614.61
Total for this ACH Check for Vendor O0005:				1,843.83
ACH	P0006 INV104115	Paul Peanasky Meal - SMRPA Meeting	04/23/2024	16.61
Total for this ACH Check for Vendor P0006:				16.61
ACH	P0016 8505155	Plunkett's Pest Control Pest Control	04/23/2024	43.80
Total for this ACH Check for Vendor P0016:				43.80
ACH	P0102 113016 113016 113016 113016 113017 113017 113017 113017	Paape Companies Inc Quarterly Maintenance Contract Quarterly Maintenance Contract Quarterly Maintenance Contract Quarterly Maintenance Contract Quarterly Service Contract Quarterly Service Contract Quarterly Service Contract Quarterly Service Contract	04/23/2024	210.50 736.75 736.75 421.00 87.65 842.23 12.47 87.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	113019	Inducer Motors Replaced on PW Rooftop		2,557.64
	113019	Inducer Motors Replaced on PW Rooftop		37.85
	113019	Inducer Motors Replaced on PW Rooftop		266.18
	113019	Inducer Motors Replaced on PW Rooftop		266.18
	113021	Repaired Hot Water Pumps		823.00
Total for this ACH Check for Vendor P0102:				7,085.85
ACH	Q0002	Quality Aviation Inc	04/23/2024	
	INV104099	Airport Maintenance Agreement		2,083.33
	INV104099	Airport Management Agreement		1,416.67
Total for this ACH Check for Vendor Q0002:				3,500.00
ACH	S0021	Selco	04/23/2024	
	052254	ILS Package		2,136.05
Total for this ACH Check for Vendor S0021:				2,136.05
ACH	S0230	SHI International Corp	04/23/2024	
	B18179421	Computer Monitors and Computer - Senior Acco		1,230.00
Total for this ACH Check for Vendor S0230:				1,230.00
ACH	T0048	Michael Tusa	04/23/2024	
	INV104095	Per Diems - Playground Safety Course		103.00
Total for this ACH Check for Vendor T0048:				103.00
ACH	V0056	Kevin Voracek	04/23/2024	
	INV104101	Plane Ticket Sister City Germany for Mayor Vor		879.98
Total for this ACH Check for Vendor V0056:				879.98
ACH	Z0001	Zarnoth Brush Works Inc	04/23/2024	
	0197627-IN	Sweeper Broom		608.00
Total for this ACH Check for Vendor Z0001:				608.00
ACH	Z0003	Ziegler Inc	04/23/2024	
	CM000201042	Credit for Block Heater		-129.92
	IN001419559	Air Filters - Street #218		396.86
Total for this ACH Check for Vendor Z0003:				266.94
180559	2428	Healthiest You c/o Teledoc Inc	04/10/2024	
		Healthiest You - April 2024		940.00
Total for Check Number 180559:				940.00
180560	219	Colonial Life	04/10/2024	
		PR Batch 00507.04.2024 Short Term Disability	PR Batch 00507.04.2024 Sho	80.00
Total for Check Number 180560:				80.00
180561	I0002	IAFF Local 665	04/10/2024	
		PR Batch 00507.04.2024 IAFF Local 665	PR Batch 00507.04.2024 IAF	810.00
Total for Check Number 180561:				810.00
180562	I0023	IUOE Local 70	04/10/2024	
		PR Batch 00507.04.2024 Local 70 Union Dues	PR Batch 00507.04.2024 Loc	2,203.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 180562:				2,203.00
180563	L0119	Law Enforcement Labor Services Inc PR Batch 00507.04.2024 LELS 357 Union Dues	04/10/2024 PR Batch 00507.04.2024 LEL	1,551.00
Total for Check Number 180563:				1,551.00
180564	2386	Minnesota Public Employees Association PR Batch 00507.04.2024 Police Support Service	04/10/2024 PR Batch 00507.04.2024 Poli	124.00
Total for Check Number 180564:				124.00
180565	M0092	Minnesota Teamsters Local 320 PR Batch 00507.04.2024 Teamsters 320 Union I	04/10/2024 PR Batch 00507.04.2024 Tear	733.20
Total for Check Number 180565				733.20
180566	2619	Mission Square 303492 PR Batch 00507.04.2024 Mission Square	04/10/2024 PR Batch 00507.04.2024 Mis:	50.00
Total for Check Number 180566:				50.00
180567	1506 3622	Allied Medical Training EMR Re-Certification / V Esquivel	04/23/2024	175.50
Total for Check Number 180567:				175.50
180568	2825	Alltrees LLC	04/23/2024	
	2503	Verkada Camera Install		6,540.60
	2504	Verkada Camera Install		6,654.59
	2505	Verkada Camera Install		13,057.22
	2505.1	Verkada Camera Install		5,669.50
	2506	Verkada Camera Install		4,066.30
	2507	Verkada Camera Install		4,228.10
	2508	Verkada Door Install		1,595.81
	2508	Verkada Door Install		1,595.81
	2508	Verkada Door Install		15,333.68
	2508	Verkada Door Install		226.91
Total for Check Number 180568:				58,968.52
180569	1290	Amazon Capital Services	04/23/2024	
	11GL-3VQC-6QDL	Audio/Visual		19.96
	14KN-KG3V-79JJ	Clock		38.98
	14YV-9GL1-YXJH	Foam Sheets		38.66
	17XX-T74M-1F7V	Kleenex - Wireless Mouse - Batteries - Label Taj		6.91
	17XX-T74M-1F7V	Kleenex - Wireless Mouse - Batteries - Label Taj		0.97
	17XX-T74M-1F7V	Kleenex - Wireless Mouse - Batteries - Label Taj		66.35
	17XX-T74M-1F7V	Kleenex - Wireless Mouse - Batteries - Label Taj		6.91
	194Q-T31W-13RT	Book		13.34
	1DHL MCVN 1RG3	Pneumatic Whip Hose		62.64
	1DVH-LN9D-KCLQ	Monitor Bracket		112.50
	1F7Q-H4QQ-TWFG	Weights for Adult Fitness Classes		379.07
	1J6G-FWVW-JF3K	Mouse and Keyboard for J. Kinser		41.87
	1JF4-QN1P-FKTC	Desktop Stations		56.97
	1JHP-TWRN-FTPL	Storytime Craft		5.99
	1KGQ-4WYY-3N1G	LED Light Bulbs		26.88
	1KNN-V4HT-6GGT	Shelving for Storage at Washington		126.88
	1NCN-4F66-PWMX	Batteries - Paper Towels - Pen Holders		13.09
	1NCN-4F66-PWMX	Batteries - Paper Towels - Pen Holders		1.87
	1NCN 4F66 PWMX	Batteries Paper Towels Pen Holders		13.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1NCN-4F66-PWMX	Batteries - Paper Towels - Pen Holders		125.80
	1QTP-JGGQ-JYM7	Hands Free Door Openers for Police Dept		209.70
	1QTP-JGGQ-JYM7	Shear Pins and Bolts for Snow Blower		15.99
	1RMY-7T79-PQ47	Roof Sealant		104.98
	1WDM-RM46-9P4D	Hose Nozzle / Batteries		56.37
			Total for Check Number 180569:	1,545.77
180570	A0052	Aspen Mills	04/23/2024	
	331132	Glock Training Gun (8)		690.36
	331182	Flashlight - Holder		189.97
			Total for Check Number 180570:	880.33
180571	B0007	Baker & Taylor Entertainment	04/23/2024	
	2038198693	Books		294.09
			Total for Check Number 180571:	294.09
180572	1818	Canon Financial Services Inc	04/23/2024	
	32424550	Copier Leases		201.90
	32424551	Copier Charges 04/01/2024 to 04/30/2024		68.46
	32424552	Coper Lease		224.41
			Total for Check Number 180572:	494.77
180573	C0119	Cargill Incorporated	04/23/2024	
	2909290096	Treated Road Salt		21,917.39
			Total for Check Number 180573:	21,917.39
180574	C0017	Cedar Lake Electric Inc	04/23/2024	
	INV104092	Electrical Permit Refund 2024-00187 Surcharge		1.00
	INV104092	Electrical Permit Refund 2024-00187		40.00
			Total for Check Number 180574:	41.00
180575	C0102	Cemstone Products Co Inc	04/23/2024	
	7398495	Concrete Bench Pad		664.50
			Total for Check Number 180575:	664.50
180576	55	Cengage Learning Inc	04/23/2024	
	84085641	Books		40.00
			Total for Check Number 180576:	40.00
180577	CO259	CenturyLink	04/23/2024	
	684282786	Monthly Phone Bill - March		5.34
			Total for Check Number 180577:	5.34
180578	C0063	City of Faribault	04/23/2024	
	INV104126	Roberds Lake SIU Bill - March		3,108.44
	INV104126	Roberds Lake Billing Fee - March		594.00
	INV104127	005003-043 705 17 St SW		48.39
	INV104127	005003-004 3401 Hwy 21 W		18.57
	INV104127	005003-000 16 1 St SE		31.81
	INV104127	005003-019 214 14 St NE		659.15
	INV104127	005003-022 214 14 St NE		14.61
	INV104127	005003-004 3401 Hwy 21 W		14.57
	INV104127	005003-019 214 14 St NE		300.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	INV104127	Water/Sewer - March		3,574.01
	INV104127	Water/Sewer - March		-3,574.01
	INV104127	005003-005 Airport Terminal		14.61
	INV104127	005003-043 705 17 St SW		10.20
	INV104127	005003-005 Airport Terminal		10.20
	INV104127	005003-032 812 8 Ave NW (New Water Plant)		33.86
	INV104127	005003-000 16 1 St SE		8.75
	INV104127	005003-004 3401 Hwy 21 W		364.70
	INV104127	005003-000 16 1 St SE		40.51
	INV104127	005003-030 705 17 St SW-Irrigation		29.96
	INV104127	005003-023 214 14 St NE		1,947.30
	INV104127	005003-043 705 17 St SW		26.26
Total for Check Number 180578:				7,276.45
180579	C0051	Community Co-op Oil Assn	04/23/2024	
	151731	Tire Repair		32.00
	151885	Tires - Street #318		1,591.00
Total for Check Number 180579:				1,623.00
180580	1247	Core & Main LP	04/23/2024	
	INV0006609	Water Testing Supplies		624.08
	U596911	AMI Tower 2 Base Station Install		32,500.00
	U652669	2 Inch Meter Kit		1,390.87
	U700354	Flanges		121.71
Total for Check Number 180580:				34,636.66
180581	1477	Creative Co-Op	04/23/2024	
	INV104093	Garbage Bags		152.00
	INV104128	55 Gallon Bags - Kitchen Bags		40.00
Total for Check Number 180581:				192.00
180582	UB*02563	Linda Crossfield	04/23/2024	
		Refund Check 017231-000, 931 9 Ave SW		73.87
Total for Check Number 180582:				73.87
180583	UB*02553	Bob Cunningham	04/23/2024	
		Refund Check 021896-000, 7 Botsford Cir		50.83
Total for Check Number 180583:				50.83
180584	2855	DataWorks Plus LLC	04/23/2024	
	24-662	Finger Print Scanner-Public Safety Funds		3,130.00
	24-662	Finger Print Scanner-Public Safety Funds		-3,130.00
	24-662	Finger Print Scanner-Public Safety Funds		3,130.00
Total for Check Number 180584:				3,130.00
180585	E0002	Earl F Andersen Inc	04/23/2024	
	0135846-IN	Street Sign Parts		610.08
Total for Check Number 180585:				610.08
180586	E0005	Ehlers & Associates Inc	04/23/2024	
	97282	TIF Consulting with Ehlers and Farmer Seed #16		305.00
Total for Check Number 180586:				305.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
180587	F0190 00039681	Fareway Stores Inc #126 Retirement Party - Wellness Supplies	04/23/2024	93.52
Total for Check Number 180587:				93.52
180588	F0003	Faribault Ace Hardware	04/23/2024	180.12
	490618/1	Paint/Bolts		7.14
	490705/1	Fasteners		23.39
	490730/1	Long Reach Pliers		25.52
	490777/1	Clock / Shop Towels		60.34
	490778/1	Cleaning Supplies-Dusters/Floor Cleaner Etc		7.19
	490811/1	Sand Belt		92.65
	490943/1	Couplers/Chisels/Fasteners		9.99
	490981/1	Return Damaged Stain Marker for Replacement		-9.99
	490981/1	Return Damaged Stain Marker for Replacement		44.95
	491001/1	Bleach/Lube/Paper Towels		16.19
	491013/1	Probe Set		12.58
	491022/1	Foam Tape		38.49
	491036/1	Window Cleaning Supplies		11.69
	491090/1	All Purpose Cement		12.15
	491212/1	Thread Lock and Bolts		
Total for Check Number 180588:				532.40
180589	F0072 INV104117	Faribault Area Chamber of Commerce Lodging Taxes - February	04/23/2024	8,044.70
Total for Check Number 180589:				8,044.70
180590	F0017	Faribault Post Office	04/23/2024	1,226.93
	INV104116	April Water Bills		1,226.92
	INV104116	April Water Bills		1,226.92
Total for Check Number 180590:				3,680.77
180591	F0017 INV104087	Faribault Post Office Buckham Bulletin Postage	04/23/2024	2,448.89
Total for Check Number 180591:				2,448.89
180592	F0020 582755	Faribault Rental Equipment Inc Bumper Strip/Chainsaw	04/23/2024	2.50
Total for Check Number 180592:				2.50
180593	2576 45796 45797	Faribault Vacuum & Sewing Center Repair Vacuum Repair Vacuum	04/23/2024	158.96 123.97
Total for Check Number 180593:				282.93
180594	2440 1929 1929 1929 1930 1930 1930	Kiri Ann Faul Firefighter Wellness - PSA Funds Firefighter Wellness - PSA Funds Firefighter Wellness - PSA Funds Officer Wellness-Officer Wellness Funds Officer Wellness-Officer Wellness Funds Officer Wellness-Officer Wellness Funds	04/23/2024	-200.00 200.00 200.00 -800.00 800.00 800.00
Total for Check Number 180594:				1,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
180595	F0044 9897531	Ferguson Enterprises Inc. #1657 Plumbing Repair Kit/Wipes	04/23/2024	38.99
Total for Check Number 180595:				38.99
180596	1570 Pay Req 3 FET	Fitzgerald Excavating & Trucking Inc (2022-14) Pay Req 3	04/23/2024	273,738.70
Total for Check Number 180596:				273,738.70
180597	G0002 027441230	Galls An Aramark Company LLC Shield Badge / Fire Scramble	04/23/2024	339.95
Total for Check Number 180597:				339.95
180598	G0009 898460	Gillund Enterprises Radiator Flush/Additive	04/23/2024	94.40
Total for Check Number 180598:				94.40
180599	2128 44070 44358 44512 44513	Glenn's Service LLC Tow '05 Chevy from Division to FPD Storage / # Tow Golf Cart from 5th St to FPD Storage / #24- Flatbed-2021 RZR from Owatonna to FPD Stora Flatbed Tow '12 Chevy from Field Dr to FPD Stc	04/23/2024	71.03 90.16 166.16 256.59
Total for Check Number 180599:				583.94
180600	UB*02557	Francis Hamele Refund Check 006512 000, 1210 Wellington Cr	04/23/2024	39.38
Total for Check Number 180600:				39.38
180601	H0018 1134	Healy Construction Company Inc Concrete Pad	04/23/2024	995.00
Total for Check Number 180601:				995.00
180602	H0029 605441216 605441216 605441216 605441216 605441217 605441217 605441217 605441217 700584670	Hillyard Hutchinson Swivel Pad and Handle Swivel Pad and Handle Swivel Pad and Handle Swivel Pad and Handle Garbage Bags and Toilet Paper Garbage Bags and Toilet Paper Garbage Bags and Toilet Paper Garbage Bags and Toilet Paper Floor Machine Hose	04/23/2024	1.63 0.24 1.63 15.69 169.51 17.64 2.51 17.64 92.16
Total for Check Number 180602:				318.65
180603	H0045 48723337763	Hy-Vee - Accounts Receivable Dry Ice for Hydrant Repair	04/23/2024	20.14
Total for Check Number 180603:				20.14
180604	UB*02559	Kathleen Innes Refund Check 021621-000, 419 8 Ave NW	04/23/2024	55.53
Total for Check Number 180604:				55.53
180605	J0091	John Henry Foster MN Inc	04/23/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10685399-06	Air Compressor Contract Maintenance		-0.01
	10685399-06	Air Compressor Contract Maintenance		0.01
	10699237-00	Air Compressor Repair		550.37
			Total for Check Number 180605:	550.37
180606	FR0350	KATHLEEN MARY SELK Franchise Fee Rebate 1806151001	04/23/2024	120.00
			Total for Check Number 180606:	120.00
180607	UB*02558	Kayak Properties Refund Check 026238-000, 2323 Birn-Hill Dr	04/23/2024	26.21
			Total for Check Number 180607:	26.21
180608	L0004 2408777-019	Lamperts Concrete	04/23/2024	67.90
			Total for Check Number 180608:	67.90
180609	1837 4654908	Loffler Companies Inc Charges 3/1/24-3/31/24	04/23/2024	49.56
			Total for Check Number 180609:	49.56
180610	2474 9974574 9987448	Minnesota Ag Power Inc Flail Mower Blades/Clevis/Bolt Stock - Street #1 Lawn Mower Parts	04/23/2024	932.97 200.63
			Total for Check Number 180610:	1,133.60
180611	M0026 INV104094	Minnesota City/County Mgmt Assoc MCMA Membership - Kinser	04/23/2024	206.40
			Total for Check Number 180611:	206.40
180612	M0069 P00018428	Minnesota Department of Transportation Equipment Calibration	04/23/2024	54.14
			Total for Check Number 180612:	54.14
180613	M0131 5626	MLEEA College Career Fair	04/23/2024	140.00
			Total for Check Number 180613:	140.00
180614	1954 1912	Daniel M Morgan Tri Mor K9 Software Annual Renewal 2024	04/23/2024	75.00
			Total for Check Number 180614:	75.00
180615	715 61970938	MSC Industrial Supply Co Hose Reel Locking Pawl	04/23/2024	4.27
			Total for Check Number 180615:	4.27
180616	2366 03-2024	Muddy Paws LLC Impound Fees	04/23/2024	1,035.00
			Total for Check Number 180616:	1,035.00
180617	2800	National Business Furniture LLC	04/23/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	ZK237325-RMT	Chair [REDACTED]		648.10
			Total for Check Number 180617:	648.10
180618	UB*02562	Lucille Olson Refund Check 008185-000, 726 7 Ave NW	04/23/2024	34.86
			Total for Check Number 180618:	34.86
180619	O0010 INV104100 INV104100	Owatonna Heating & Cooling Inc Permit Refund #2024-00333 Permit Refund #2024-00333 Surcharge	04/23/2024	54.00 1.00
			Total for Check Number 180619:	55.00
180620	279 279009	PBBS Equipment Corporation Boiler Repair	04/23/2024	1,383.50
			Total for Check Number 180620:	1,383.50
180621	2859 39464	POPLA Inc Patches	04/23/2024	960.00
			Total for Check Number 180621:	960.00
180622	P0153 07351076 07351076 07351076	Positive Promotions Crimefighter Sunglasses - Community Engagem Crimefighter Sunglasses - Community Engagem Crimefighter Sunglasses - Community Engagem	04/23/2024	-1,356.85 1,356.85 1,356.85
			Total for Check Number 180622:	1,356.85
180623	P0021 P4839301	Powerplan OIB Plow Cylinder Clevis - Street #316	04/23/2024	301.53
			Total for Check Number 180623:	301.53
180624	R0057 INV104129	Jackie Remme Sewed Patches on Explorer Shirts	04/23/2024	36.00
			Total for Check Number 180624:	36.00
180625	493 INV104125	Rice County Roberds Lake Sewer Collected - March	04/23/2024	5,427.66
			Total for Check Number 180625:	5,427.66
180626	R0029 6308 6309 6317 6337 6384	Rice County Environmental Services - Soli Refuse Disposal - City Hall Remodel TV Disposal Garbage Disposal Garbage Disposal Trash Disposal	04/23/2024	20.00 15.00 34.37 68.75 30.00
			Total for Check Number 180626:	168.12
180627	R0089 INV104084	Rivercity Refrigeration, Inc Refund Partial Heating Permit 2024-00332	04/23/2024	63.21
			Total for Check Number 180627:	63.21
180628	1664 CD99518995	S.J. Electro Systems LLC Freight for Parts	04/23/2024	20.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CD99520375	Programming VFD		506.25
			Total for Check Number 180628:	526.25
180629	UB*02556	Greg & Angela Sartor Refund Check 010347-001, 602 Western Ave	04/23/2024	105.78
			Total for Check Number 180629:	105.78
180630	FR0204 FR0204	SCOTT D & LAURIE A MARKMAN Franchise Fee Rebate 1801178005	04/23/2024	110.00
			Total for Check Number 180630:	110.00
180631	2860 INV104130	SensoryEffects Inc (2022-07) Utility Easement Acquisition	04/23/2024	53,350.00
			Total for Check Number 180631:	53,350.00
180632	S0028 2909-2 4459-0	Sherwin Williams Company #3037 Paint - City Hall Paint - City Hall	04/23/2024	54.81 56.98
			Total for Check Number 180632:	111.79
180633	1798 194779 194779 194779	Sioux Sales Company S&W Pistol (40) Public Safety Aid Funds S&W Pistol (40) Public Safety Aid Funds S&W Pistol (40) Public Safety Aid Funds	04/23/2024	-18,558.00 18,558.00 18,558.00
			Total for Check Number 180633:	18,558.00
180634	UB*02554	James Six Refund Check 008441-000, 1318 1 Ave NE	04/23/2024	10.49
			Total for Check Number 180634:	10.49
180635	UB*02555	Ken Sorenson Refund Check 024424-000, 1320 Greenwood Pl	04/23/2024	11.91
			Total for Check Number 180635:	11.91
180636	S0192 23133 23164	Southern Minnesota Inspection Co LLC Hoist Inspection Basketball Hoops	04/23/2024	169.10 625.00
			Total for Check Number 180636:	794.10
180637	550 0215866-IN	Spectrum Aquatics Pool Lift Parts	04/23/2024	801.50
			Total for Check Number 180637:	801.50
180638	1894 Clover2024Mar83	Star Sports & Apparel LLC Clock Plate [REDACTED]	04/23/2024	8.00
			Total for Check Number 180638:	8.00
180639	S0052 INV104131 INV104131 INV104131 INV104131	Steele Waseca Coop Electric Monthly Charges-March 23947-Airport 10 1017445-2011 T-Hangar 41926-Airport	04/23/2024	2,586.90 645.40 38.72 8.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	INV104131	30493-Lift Station		195.73
	INV104131	32094-Airport		49.68
	INV104131	20891-Airport New Hangar		42.12
	INV104131	32089-Highway 21 Lights		58.29
	INV104131	23271-Sludge Farm		62.28
	INV104131	41901-Airport		44.29
	INV104131	1018611-Hangar 910K		203.22
	INV104131	1116570-Water Tower-Met Con Way		595.64
	INV104131	1089247-Lift Station-15625 Acorn Trl		80.77
	INV104131	Monthly Charges-March		-2,586.90
	INV104131	1018624-Hangar 910J		40.72
	INV104131	41875-Airport S Hangars		405.84
	INV104131	1077021-Security Hangar 2		8.01
	INV104131	41927-Airport		8.01
	INV104131	27205-Airtech Park		100.17
Total for Check Number 180639:				2,586.90
180640	S0056	Streicher's Inc.	04/23/2024	
	I1690726	Rifle Scopes (2)-Public Safety Aid Funds		964.00
	I1690726	Rifle Scopes (2)-Public Safety Aid Funds		-964.00
	I1690726	Rifle Scopes (2)-Public Safety Aid Funds		964.00
	I1693181	Magazine Case/DbI Handcuff Case/Flashlight/N		229.93
Total for Check Number 180640:				1,193.93
180641	U0013	The UPS Store	04/23/2024	
	INV104086	Shipment to Response Technologies		50.76
	INV104111	Water Sample Shipping		181.97
	INV104112	Fluoride Sample Shipping		12.67
Total for Check Number 180641:				245.40
180642	T0065	Thomson Reuters - West	04/23/2024	
	849946829	CLEAR		500.01
Total for Check Number 180642:				500.01
180643	T0088	TK Elevator Corp	04/23/2024	
	3007834915	Elevator Quarterly Maintenance		1,465.64
Total for Check Number 180643:				1,465.64
180644	S0014	Tom's Lock & Key, LLC	04/23/2024	
	0014122	Keys for Washington Rec Center		45.00
Total for Check Number 180644:				45.00
180645	2837	Trojan Technologies Group ULC	04/23/2024	
	200/22678	UV Parts		2,426.15
Total for Check Number 180645:				2,426.15
180646	2129	Truck Center Companies East LLC	04/23/2024	
	XA304163793:01	Oil Filter Kit - Street #223		29.15
Total for Check Number 180646:				29.15
180647	UB*02560	Janine Wagner	04/23/2024	
		Refund Check 005940-000, 620 Tatepaha Blvd		56.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 180647:				56.64
180648	W0003	Wal-Mart	04/23/2024	
	06789	Clock		0.19
	06789	Clock		12.24
	06789	Clock		1.27
	06789	Clock		1.27
	06830	Lysol / Cleanser / Tissues		31.49
	07080	Lysol Wipes - Laundry Detergent - Coffee - Crea		127.07
Total for Check Number 180648:				173.53
180649	W0003	Wal-Mart	04/23/2024	
	INV104145	Bikes - Safe Summer Kickoff Funds		11,348.00
	INV104145	Bikes - Safe Summer Kickoff Funds		-11,348.00
	INV104145	Bikes - Safe Summer Kickoff Funds		11,348.00
Total for Check Number 180649:				11,348.00
180650	W0008	Waste Management of WI-MN	04/23/2024	
	7333479-4830-5	Central Avenue Refuse Disposal March		436.08
	7333480-4830-3	Community Center 15 Division St W		135.85
	7333480-4830-3	Wastewater Facility 214 14th St NE		1,452.45
	7333480-4830-3	Dog Park 900 Lyndale Ave		131.63
	7333480-4830-3	TeePee Tonka 10 3rd St NE		109.69
	7333480-4830-3	PW Facility 1200 Belview Trl		84.30
	7333480-4830-3	Buckham Center 11 Division St E		135.85
	7333480-4830-3	Parking Lot Behind Post Office 26 3rd St NE		47.09
	7333480-4830-3	Service 03/01/2024-03/31/2024		-5,445.87
	7333480-4830-3	PW Facility 1200 Belview Trl		809.97
	7333480-4830-3	Service 03/01/2024-03/31/2024		5,445.87
	7333480-4830-3	PW Facility 1200 Belview Trl		11.99
	7333480-4830-3	City Hall 208 1st Ave NW		132.69
	7333480-4830-3	Aiport 3401 Hwy 21 W		135.41
	7333480-4830-3	Fire 122 2nd St NW		123.91
	7333480-4830-3	Soccer Field 704 17th St SW		100.91
	7333480-4830-3	North Alexander Park 1810 2nd Ave NW		994.50
	7333480-4830-3	Washington Rec Center 117 Shumway		56.64
	7333480-4830-3	PW Facility 1200 Belview Trl		84.30
	7333480-4830-3	Police 25 4th St NW		346.11
	7333480-4830-3	Aquatic Center 1820 2nd Ave NW		552.58
Total for Check Number 180650:				5,881.95
180651	UB*02561	Josh Welna	04/23/2024	
		Refund Check 025790-000, 2615 Woodhurst Dr		85.58
Total for Check Number 180651:				85.58
180652	UB*02552	Renee Wunderlich	04/23/2024	
		Refund Check 020147-001, 825 10 St SW		1.73
Total for Check Number 180652:				1.73
180653	X0001	Xcel Energy	04/23/2024	
	868044683	51-0010353780-3 - 1690 Highway 60W		-1.31
	872135395	51-0010353780-3 - 1690 Highway 60W		9.39
	872968217	51-5358630-4 - 45 State Ave Lighting		21.17
	873354890	303877775 11 20th St NW Evidence Garage		257.15
	873354890	303683055 100 TP Tonka Security		20.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	873354890	305251649 1701 Grant St NW St Light		21.34
	873354890	302627100 Jefferson Warming House		67.91
	873354890	302321102 1000 7 Ave SW-S Alex Sec		10.71
	873354890	302350193 122 2 St NW Fire Hall		663.25
	873354890	303727721 1830 2 Ave NW Aquatic Center		44.13
	873354890	171746 117 Shumway Lighting		20.23
	873354890	304850220 720 4 St NW Street Light Feed Point		159.59
	873354890	302342287 11 Division St E		-378.76
	873354890	303328788 1600 30 St NW		29.67
	873354890	305211022 140 Riverchase Ct Lift Station		45.32
	873354890	302531059 103 3 St NE Signal Light		139.37
	873354890	305155739 201 30th St NW Lighting		103.93
	873354890	302858086 214 14 St NE		3,885.72
	873354890	304116512 1000 Lyndale Ave S		27.97
	873354890	302342287 Boiler Heat Line 30%		626.16
	873354890	302342287 11 Division St E 70%		1,461.05
	873354890	302492805 117 Shumway Washington Center		40.19
	873354890	304268056 Hangar 910G - Rental		122.99
	873354890	304214955 930 4th Ave NW Siren		32.37
	873354890	304157645 3305 Highway 60		-156.26
	873354890	302165394 415 2nd Ave SW Wapacuta Pk		38.89
	873354890	304801551 1321 Matteson St Lift Station		42.95
	873354890	302976387 1301 Willow St Lift Station		52.88
	873354890	304051816 1200 Belview Trl		427.42
	873354890	302412146 1901 7 St NW Lift Station		33.78
	873354890	304924581 3401 Hwy 21 W		518.71
	873354890	Electricity Bill-March		-65,579.92
	873354890	303510224 Central Park Band Stand		25.89
	873354890	304850221 419 8 Ave NW-8 Ave Signal System		75.23
	873354890	302969048 350 Alexander Park Well #6		1,397.46
	873354890	304131503 2200 30th St NW		19.12
	873354890	154013 1851 220 St E CD Siren		3.73
	873354890	303333605 410 Frink Ave Lift Station		20.12
	873354890	302940983 502 3rd Ave NW		29.58
	873354890	303239611 Sr High Tennis Courts		47.76
	873354890	302525247 4050 Hwy 60 W		-125.46
	873354890	304882766 17 3rd St NE Unit Street Light		132.65
	873354890	304051816 1200 Belview Trl		60.77
	873354890	304051816 1200 Belview Trl		200.32
	873354890	303661815 495 Heritage Pl		-151.64
	873354890	302414965 3401 Hwy 21 W		24.18
	873354890	304017445 900 Lyndale Ave N		-162.97
	873354890	302971552 824 7th St NW Water Works		144.30
	873354890	302261595 920 9 Ave SW		-35.26
	873354890	303659432 618 9 Ave SW Sledding Hill		36.07
	873354890	302576466 1815 Alexander Dr		1,111.97
	873354890	154794 16 Central Ave		20.94
	873354890	303670994 1090 Cannon Circle Lift Station		37.99
	873354890	156258 117 Shumway CD Siren		7.74
	873354890	304017445 900 Lyndale Ave N		52.96
	873354890	304157632 1602 2nd Ave NW		-103.86
	873354890	303929972 1904 Fairground Dr		4,360.56
	873354890	304915622 705 3 Ave NW-Wapacuta Park Shelt		35.53
	873354890	304051816 1200 Belview Trl		427.42
	873354890	304051816 1200 Belview Trl		28.48
	873354890	303273787 15 Central Ave Load Profile		4,202.45
	873354890	304886692 1190 60 W Street Light		109.27
	873354890	303203605 319 Lind St Lift Station		47.93
	873354890	304116510 1904 Grant St NW		21.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	873354890	304850239 Tee Pee Tonka Park Tunnel		28.33
	873354890	302825421 19 Division St W		1,282.40
	873354890	303453265 1500 7 St NW Signal Light		-88.63
	873354890	304268037 Hangar 910A - City		76.10
	873354890	302814303 1217 Parshall Reservoir #2		1,059.94
	873354890	302346525 3030 Hwy 60 W Lift Station		38.15
	873354890	Electricity Bill-March		65,579.92
	873354890	303691980 2219 Grant St Light		-110.51
	873354890	302342287 11 Division St E		151.22
	873354890	302794134 98 3 Ave NW Viaduct Lift Station		16.60
	873354890	304116511 800 Lyndale Ave S		20.46
	873354890	303930334 Fairgrounds/300 Western		42.32
	873354890	302458578 828 8 Ave NW Park Shop		24.18
	873354890	304051816 1200 Belview Trl		1,924.78
	873354890	304051816 1200 Belview Trl		4,106.95
	873354890	304428352 601 1st Ave NE Fleckenstein Bluffs 1		230.71
	873354890	304087990 510 2 Ave NW Carnival		29.58
	873354890	304872579 812 8 Ave NW-WTP		473.90
	873354890	304850219 218 3 St NW/129 4 St NW Street Lig		212.87
	873354890	164184 930 4th CD Siren		7.74
	873354890	303877775 11 20th St NW Evidence Garage		417.75
	873354890	302342287 11 Division St E Security		20.98
	873354890	303920032 540 2nd Ave NW		29.58
	873354890	303446090 1418 Division St W Signal Light		93.25
	873354890	304850223 415/430 2 Ave NW-2 Ave Signal Sys		74.57
	873354890	302767481 210 3 St NE St Light HP		230.57
	873354890	304268058 Hangar 910B - City		59.20
	873354890	304850224 402 Central-Central Ave Signal Syst		58.09
	873354890	302772185 1150 Willow Lift Station		12.24
	873354890	167157 1203 Parshall St		3.73
	873354890	303683055 100 Tee Pee Tonka Park		36.97
	873354890	303396625 27 Division St E Signal Light		254.35
	873354890	303688424 25 4th St NW		4,270.79
	873354890	305051521 New Bridge Lights 2nd Ave Bridge		37.26
	873354890	303688424 25 4th St NW		891.01
	873354890	244829 16 Central Ave		22.96
	873354890	303329691 824 7 St NW Pump Water		5,081.27
	873354890	303640982 208 1 Ave NW City Hall		457.75
	873354890	175957 500 Maple Lawn Cartway		27.44
	873354890	303402179 16 Central Ave		673.75
	873354890	304239286 214 14th St NE		11,639.93
	873354890	304914908 812 8 Ave NW Bldg B-WTP		525.27
	873354890	178539 2613A Hulett Court		3.73
	873354890	146104 920 9 Ave SW CD Siren		7.74
	873354890	303373970 117 Shumway Load Profile		579.54
	873354890	302527702 122 2 St NW Fire Hall		881.20
	873354890	304850222 328 4 St NW-4 Ave NW Signal Syst		74.51
	873354890	302971175 117 Shumway Washington Center		874.69
	873354890	303727721 1830 2 Ave NW Aquatic Center		712.61
	873354890	304160080 705 17th St SW		-65.73
	873354890	302568990 410 Alexander Park Well #5		5,547.96
	873354890	303683323 208 1 Ave NW		1,855.98
	873354890	304051816 1200 Belview Trl		200.32
Total for Check Number 180653:				65,609.17
180654	Z0002 9009677436	Zep Sales & Service Degreaser	04/23/2024	1,001.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 180654:				1,001.53
Report Total (168 checks):				1,088,094.18



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 23, 2024
SUBJECT: Approve Limited Use Agreement for Loading Dock at 128 15th St. NW

Background:

An application for a change of use at 128 15th St. NW (the old Faribault Foods site), has been submitted by the owner, FREP 128 15th St. NE, LLC. Under the change of use, the owner would like to improve a loading dock that extends onto the public right-of-way adjacent to 1st Ave. NW, between 15th St. NW and 16th St. NW. A Limited Use Agreement (LUA) is required to allow this use. The location of the use and a sketch of the loading dock are included as exhibit B & C in the attached draft LUA.

The City Attorney prepared the LUA, and it has been reviewed by staff and the owner. The initial term for the agreement is ten (10) years with the option to extend upon mutual written consent of both parties. The proposed LUA is consistent with others executed for similar uses of the public right-of-way.

Recommendation:

Approve Limited Use Agreement for Loading Dock at 128 15th St. NW

Attachments:

1. Limited Use Agreement- 128 15th St. NW

LIMITED USE AGREEMENT

THIS LIMITED USE AGREEMENT made and entered into as of this 23rd day of April, 2024, by and between FREF 128 15th Street NW, LLC., a Minnesota corporation (hereinafter referred to as "Grantee") and the City of Faribault, a Minnesota municipal corporation (hereinafter referred to as "City").

WITNESSETH:

- A. The Grantee is the fee owner of property located at 128 15th Street NW, Faribault, MN 55021, described in the attached Exhibit A (the "Property").
- B. The Grantee has requested, and the City agrees to allow, Grantee limited use of a right-of way located west of 1st Ave NW between 15th St. NW & 16th St. NW as described and depicted in Exhibit B (the "Limited Use Area").
- C. The Grantee has requested to use a portion of the Limited Use Area for the purpose of constructing a loading dock, ingress and egress to the loading dock, and for the parking of trucks at the loading dock while transferring goods to and from the Property.
- D. A site plan for Grantee's proposed improvements to the Limited Use Area is attached as Exhibit C (the "Improvements").
- E. Any improvements to the Limited Use Area shall be at the sole cost of the Grantee. Further, Grantee shall bear all risk associated with constructing the Improvements upon the Limited Use Area, and removal of the same once this Agreement is terminated.

THEREFORE, on the basis of the foregoing and upon the mutual undertakings and promises herein contained, the parties hereto stipulate and agree as follows:

1. Use of the Limited Use Area. In consideration of the covenants and agreements herein to be performed by Grantee and other good and valuable consideration, and subject to the limitations contained herein, the City does hereby allow Grantee the non-exclusive use of

that portion of the Limited Use Area solely to construct a loading dock, provide necessary ingress and egress to Grantee's loading dock and for the purpose of parking of trucks at Grantee's loading dock while such trucks are transferring goods to and from Grantee's building, over and across the Limited Use Area. Any Improvements to the Limited Use Area must comply generally with the depiction attached as Exhibit C hereto. Prior to installing the Improvements within the Limited Use Area, Grantee shall obtain written permission from the City Engineer as to location and minimum specifications of the Improvements to be installed. Grantee shall not cause nor allow the Limited Use Area to be utilized as a private or public access to any other properties beyond the Property.

The City reserves the right to use the Limited Use Area during the term of this Agreement for its own purposes at the City's sole discretion. This Agreement shall not be construed to afford any other person or entity with any authority to use the Limited Use Area for any purpose that they would not otherwise be entitled to absent the Agreement.

2. Term and Extensions. The term of this Agreement commences on the date that this Agreement is executed by the parties and will terminate on December 31, 2033, or such earlier date as provided for in this Agreement. The term of this Agreement may be extended with the mutual written consent of the City and Grantee.
3. Termination During Term. This Agreement may be terminated prior to the expiration of the term set forth herein, as follows:
 - a. The Grantee may terminate this Agreement during its term by giving at least thirty (30) days advance written notice to the City. Termination will be effective on the date specified in the notice, and if no date is specified, thirty (30) days following the mailing of notice.
 - b. The City may terminate this Agreement during its term immediately upon notice to the Grantee.
 - c. This Agreement shall automatically terminate should Grantee cease operations at the Property, abandon use of the Limited Use Area, or otherwise use the Limited Use Area in a manner not authorized by this Agreement.
4. Limited Use Area Construction, Maintenance, and Repair. The Grantee shall be solely responsible for the cost, construction, maintenance, and repair of the Improvements to the Limited Use Area, both during the installation of the Improvements and after the completion of construction. Maintenance shall include all snow removal, drainage issues, repair, replacement, and any other issues that may arise due to the construction of the Improvements. The Grantee shall return the areas surrounding the Limited Use Area to its present condition after installation of the Improvements. Upon termination of this Agreement, Grantee shall return the Limited Use Area to its original condition.

Grantee shall repair and maintain, in a proper, substantial, and workmanlike manner, the

Limited Use Area during the term of this Agreement. Grantee shall be responsible for the costs of removal of any refuse or waste materials from the Limited Use Area. Grantee shall not use the Limited Use Area for the storage, handling, transportation, or disposal of any hazardous substance, hazardous waste, pollutant, or contaminant as those terms are defined in 42 U.S.C. Section 9601, et. seq. ("CERCLA") or Minnesota Statutes Chapter 115B ("MERLA"). In the event that Grantee fails to repair or maintain the Limited Use Area during the term of this Agreement, such limited use grant may be revoked by the City.

5. Liens and Encumbrances. The Grantee agrees that during the term of this Agreement it shall not permit or suffer any liens or encumbrances to be placed against the Limited Use Area, nor shall it during such term engage in any activity that would cause or result in the placement of any liens or encumbrances against the Limited Use Area.
6. Costs/Letter of Credit. The Grantee agrees that all costs for installing the Improvements on the Limited Use Area must be paid by Grantee. The City shall assume no cost, either directly or indirectly, for the installation or maintenance of the Improvements. The Grantee agrees that all costs for removal of the Improvements to the Limited Use Area shall be paid for by the Grantee.

In order to ensure completion of the Improvements covered by this Agreement and to satisfy any current or future costs to the City, the Grantee agrees to deliver to the City, prior to any work on the Limited Use Area, a letter of credit ("Letter of Credit") in the amount of \$5,000.00. This amount represents 100% of the estimated cost to the City should it have to repair or maintain the Improvements or remove the Improvement to exercise its right of entry onto the Limited Use Area. This amount represents the maximum risk exposure to the City, rather than the entire cost of all Improvements. The Letter of Credit shall be delivered to the City prior to issuance of a building permit for the Limited Use Area and shall renew automatically thereafter until released by the City. The Letter of Credit shall be in a form acceptable to the City. The Letter of Credit will allow the City to draw upon the instrument, in whole or in part, in order to complete any construction, maintenance, or removal of the Improvements to the Limited Use Area, and to pay any fees or costs due to the City.

The City agrees to release or reduce the Letter of Credit upon termination of this Agreement and satisfaction of all of Grantee's duties under this Agreement. If at any time the City determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Grantee and the Grantee shall provide to the City, within 30 days, a substitute Letter of Credit from another bank meeting the City's requirements. If the Grantee fails to provide the City within 30 days with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw on the existing Letter of Credit.

In the event the City does not recover its costs under the provisions of this paragraph 7, as an additional remedy, the City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Grantee hereby consents to the levy of such special assessments without notice or hearing and waives any rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with

the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Sections 415.01, 366.011, and 366.012, and the Grantee hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This Paragraph 7 shall survive termination of this Agreement and shall be binding on the Grantee regardless of the enforceability of any other provision of this Agreement.

7. Right of Entry. The City shall retain all right of entry upon the Limited Use Area. The City may, at its sole discretion, remove or alter any of the Improvements within the Limited Use Area to exercise its rights in the right-of-way. If the City plans to exercise this right, the City shall make reasonable efforts to notify Grantee before any removal or alteration work commences. Nothing in this agreement shall create liability on behalf of the City for removing or altering the Improvements to the Limited Use Area, and Grantee shall have no right to recover any damages, in money or equity, for the removal or alteration of same.
8. Liability; Indemnification. 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 Grantee, Grantee's successors or assigns, Grantee'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 Grantee make any claim against the City for or on account of any injury, loss or damage resulting from Grantee's Property or use thereof.

Grantee shall indemnify, hold harmless and defend the City, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which Grantee, its officers, employees, agents or contractors may hereinafter sustain, incur, or may be required to pay, arising out of or by reason of any act or failure to act by Grantee, its officers, employees, agents or contractors or arising out of or by reason of this Agreement.

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.

9. Insurance. Grantee shall acquire and maintain property and liability insurance in at least the sum of \$1,000,000. Grantee shall provide to City a current certificate of liability insurance or policies of insurance for all insurance coverage required herein. Such certificate of liability insurance or policies of insurance shall contain a statement that such policies of insurance shall not be cancelled or amended unless sixty (60) days written notice is provided to the City. The City shall be named as an additional insured on such policies of insurance as to the Limited Use Area.

10. Taxes. Grantee shall be responsible for all real estate taxes and installments on special assessments which are due and payable on the Property and the Limited Use Area, if any.
11. Assignment. The rights granted to Grantee hereunder may not be transferred or assigned without the prior written consent of the City.
12. No Damages; No Relocation Benefits. Grantee understands and acknowledges that City is willing to enter into this Agreement and carry out its obligations hereunder only because Grantee has agreed that it will make no claim for damages or relocation benefits upon termination of this Agreement or pursuant to any other agreement with the City. Specifically, and without limitation of the foregoing, Grantee understands that upon the expiration or other termination of this Agreement, the City has no obligation to provide Grantee with other routes for access to the Property.
13. No Property Interest. This instrument is not an easement or a lease, creates no landlord-tenant relationship, and nothing in this Agreement will be deemed to create any property interest other than as expressed in this Agreement.
14. Permits. Grantee agrees to properly apply for and retain any and all permits necessary to carry out any improvements outlined in this Agreement. Grantee shall be solely responsible for determining the proper boundaries of the Limited Use Area and shall be liable to any other property owners for trespass onto their property.
15. Notice. Any notice which is required under this Agreement will be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U. S. Mail whichever will first occur. Notices shall be delivered or mailed to such address as a party may designate by notice to the other party:
 - a. If to the Grantee:

FREF 128 15th Street NW, LLC
527 Professional Dr. Ste. 100
Northfield, MN 55057
ATTN: Troy Zabinski
 - b. If to the City:

City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
ATTN: City Administrator

with a copy to:

Scott J. Riggs
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

16. Discrimination Provision. Grantee, in the use of the Property, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin.
17. Waiver. The waiver by City or Grantee 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.
18. Entire Agreement; Modification. This Agreement, together with any exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement. This Agreement may be modified or amended only by court order or by a writing executed by all the parties hereto under the provisions of this Agreement.
19. Headings. Any headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
20. 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 and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
21. 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.
22. Public Data. This Agreement and the information related to it are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, which presumes that data collected by City is public data unless classified otherwise by law.
23. Relationship of Parties. Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between the City and Grantee, or to create any other relationship between the parties other than that of City and Grantee.

24. Compliance with Laws. Grantee agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the Property and the Limited Use Area.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
26. Attorney Fees. Grantee agrees to pay the City's costs and expenses, including attorney fees in the drafting and review of this Agreement. Grantee further agrees to pay the City's costs and expenses, including attorney fees, in the event a suit or action is brought by the City against the Grantee to enforce the terms of this Agreement.
27. Recitals. The recitals set forth above are incorporated into the Agreement.

[The remainder of this page was intentionally left blank]

IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the day and year first above written.

GRANTEE
FREF 128 15TH STREET NW, LLC.

By: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April 2024, by _____, the _____ of FREF 128 15th Street NW, LLC., a Minnesota corporation, Grantee.

Notary Public

CITY
CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Jessica L. Kinser
Its: City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of April, 2024, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, on behalf of the City of Faribault, a Minnesota municipal corporation.

Notary Public

THIS DOCUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 Block 1 of FARIBAULT FOODS SUBDIVISION

Property Address: 128 15th Street NW, Faribault, MN 55021

Tax Key No.: 18.30.1.53.001

EXHIBIT B

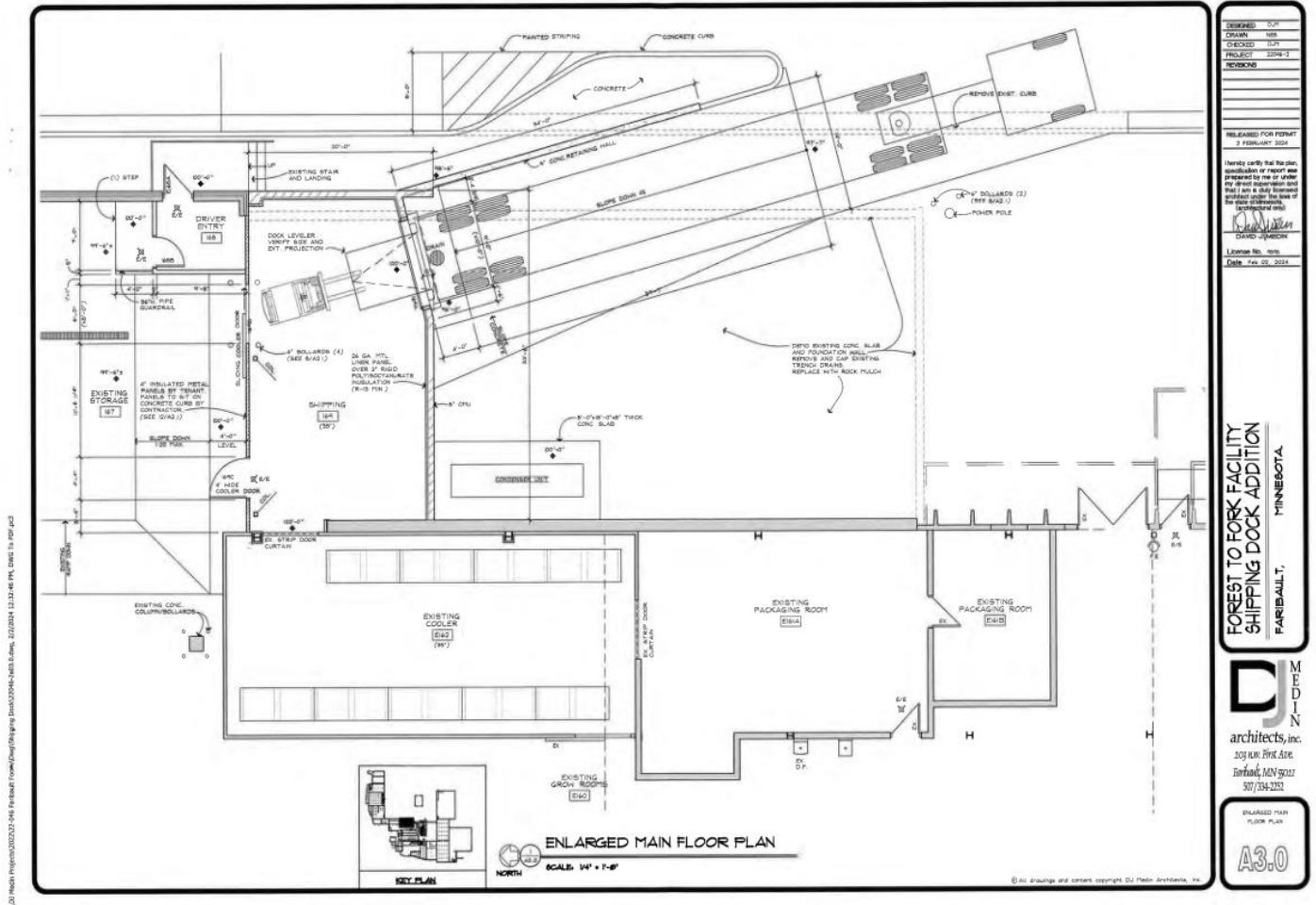
LEGAL DESCRIPTION AND DEPICTION OF LIMITED USE AREA

The westerly portion of the 1st Avenue NW right-of-way located in an area approximately 95 feet long, between the southerly right-of-way of 16th Street NW and the northerly right-of-way of 15th Street NW



EXHIBIT C

DEPICTION OF IMPROVEMENTS TO LIMITED USE AREA



C-1



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: April 23, 2024
SUBJECT: Approve Cannon River Drug and Violent Offender Task Force Joint Powers Agreement (JPA)

Background:

In 2014, the Cannon River Drug and Violent Offender Task Force (CRDVOTF) was established between cooperating law enforcement agencies in Rice County to combine resources in the investigation of narcotic related crimes occurring throughout Rice County. In 2017, Le Sueur County law enforcement joined the CRDVOTF.

The Faribault Police Department has been a participating Task Force agency since inception. Currently, an FPD Detective and K-9 are assigned to the CRDVOTF. All felony level narcotic offenses and investigations occurring within Faribault are investigated by the CRDVOTF. In addition, overdose calls resulting in death are assigned to the CRDVOTF for follow-up investigation. Chief Sherwin is currently the elected Chair of the CRDVOTF.

The existing Joint Powers Agreement (JPA) was signed by participating agencies in 2019 and is set to expire in July. The JPA was reviewed and revised at the most recent CRDVOTF Board Meeting (April 8, 2024), with only minor wording changes and updates to applicable state law. The attached JPA will be valid through 2029.

Recommendation:

Approve the attached Joint Powers Agreement

Attachments:

1. 2024 -2029 CRDVOTF Joint Powers Agreement

JOINT POWERS AGREEMENT

CANNON RIVER DRUG AND VIOLENT OFFENDER TASK FORCE

The parties to this Agreement are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. Name. The parties hereby establish the Cannon River Drug and Violent Offender Task Force (CRDVOTF or Task Force).
2. General Purpose. The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders, reduce violent crime and provide education to Rice County and Le Sueur County communities.
3. Members. The members of this Agreement shall consist of the following units of government:

City of Dundas	City of Lonsdale
City of Faribault	City of Northfield
Le Sueur County	Rice County
4. Federal, State and Local Assistance for Narcotics Control Program.
 - 4.1 The County of Rice, acting on behalf of the CRDVOTF and its members, may apply for funding under the Federal, State and Local Assistance for Narcotics Control Program ("grant funds") or other appropriate funding source.
5. Governance.
 - 5.1 A governing board shall be formed to oversee the operations of the Task Force and shall be known as the Task Force Board (Board). The Board shall consist of

eight members. The police chief or sheriff of each member shall appoint one board member to serve at the chiefs or sheriffs' pleasure. The Rice County Attorney and the Le Sueur County Attorney shall each appoint one board member to serve at the respective County Attorney's pleasure. Board members appointed by the police chiefs and sheriff must be supervisory peace officers of the jurisdiction or office that appoints the Board member. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.

- 5.2 The Cannon River Drug and Violent Offender Task Force shall operate pursuant to the Multijurisdictional Task Force, Violent Crime Enforcement Team, Operating Procedures and Guidelines Manual (June 8th, 2022) and any subsequent updates.
 - 5.3 Board members shall not be deemed employees of the Task Force and shall not be compensated by it.
 - 5.4 The Board shall meet at least annually in January of each year and elect from its members a chair/executive director, a vice-chair, and such other officers as it deems necessary to conduct its meetings and affairs. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days' prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of five (5) members shall be required for all meetings.
 - 5.5 Meetings of the Board shall comply with the Minnesota Open Meeting Law.
6. Powers and Duties of the Board.
- 6.1 The Board will formulate a program to carry out its purpose and perform its duties.
 - 6.2 The Board shall have such authority as enumerated in this Agreement or in the bylaws.

- 6.3 The Board will coordinate intelligence between the members and the Task Force.
- 6.4 The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise an Assistant Task Force Commander or, alternatively, a Team Leader. This appointment will be with the concurrence of the participant's member agency.
- 6.5 The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.6 The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers subject to the budgetary limits and donations of the parties to this Agreement.
- 6.7 The Board shall cause to be made an annual audit of the books and accounts of the Task Force. An external audit, completed by a Board approved vendor, may also be requested. Audit reports shall be provided to all members and shall include the following information:
- a. The financial condition of the Task Force;
 - b. The status of all Task Force projects;
 - c. The business transacted by the Task Force; and
 - d. Other matters which affect the interests of the Task Force.
- 6.8 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 6.9 The Board may recommend changes in this Agreement to its members.
- 6.10 The members may not incur obligations or enter into contracts that extend beyond the term of this Agreement or exceed the CRDVOTF annual budget without express authorization of the respective governing bodies of the participating members.

6.11 The Board may receive real or personal property by grant, devise, or request for the use of the Task Force.

6.12 The Board shall provide clerical support for daily CRDVOTF operations.

7. Finances.

7.1 The members shall fund the cost of operation of the Task Force by contributions from its members. Le Sueur County shall annually contribute \$8,850. Beginning in 2018, Rice County shall contribute \$5,836 annually. Faribault and Northfield shall each annually contribute \$4,500. Lonsdale and Dundas shall each annually contribute \$1,336. If necessary, the Board may request additional contribution from its members.

7.2 Subsequent year donations shall be recommended by the Board.

7.3 If deemed appropriate by the Board, the Task Force shall apply for Federal and State grant funds. If such grant funds are awarded, all funds will be spent in federal or state authorized program areas.

7.4 The Board may accept donations from its members or other sources if deemed appropriate.

7.5 The Task Force's funds may be expended by the Board in accordance with this Agreement, in a manner determined by the Board.

7.6 The Board shall appoint one of its members to serve as fiscal agent, to provide budgeting, recordkeeping and accounting services necessary or convenient for the operations of the CRDVOTF. The appointed fiscal agent shall be the chief financial officer of the Board and shall provide management of all Task Force funds, including member contributions, grant monies and forfeiture funds.

- 7.7 Disbursement of Task Force funds shall occur only upon the signature of the assigned fiscal agent.
- 7.8 The Board shall receive a monthly financial report of all expenditures, receipts, and current fund balances from the fiscal agent.
- 7.9 Any grant funds obtained by a member for participation in the Task Force shall be contributed to the Task Force.
- 7.10 The Board shall adopt an annual budget based upon grant funds, annual member contributions and money made available from other sources. The Board may amend the budget from time to time.
- 7.11 The Board may not incur debts.
- 7.12 The Task Force has no obligation to reimburse members for any expense of personnel costs relating to services performed under this Agreement.
- 7.13 The Task Force may donate equipment, supplies, or training to member agencies.
- 8. Investigators.
 - 8.1 Each member may assign an experienced, licensed peace officer to serve on the Task Force as an Investigator.
 - 8.2 Investigators shall remain an employee of the respective member city or county.
 - 8.3 Investigators will be responsible for providing public education on drug trends and abuse, drug investigation, including intelligence management, case development, and case charging. Investigators will also assist other investigators in surveillance and undercover operations. Task Force investigators will work cooperatively with assisting agencies.

- 8.4 Investigators will be directly supervised by the Task Force Commander or, his/her absence, by the Team Leader or Task Force Commander designee.
 - 8.5 The member appointing an Investigator shall furnish the Investigator a computer workstation, weapon and vehicle. All costs associated with the vehicle are the responsibility of the appointing member.
 - 8.6 Investigators shall be assigned to the Task Force for a maximum period not to exceed five (5) years. This limitation does not apply to the Commander, Team Leader, or a Narcotics K-9 officer assigned to the Task Force.
9. Task Force Commander and Team Leader.
- 9.1 Task Force Commander. A Task Force Commander shall be appointed by the Board and serve at its pleasure. The Task Force Commander must be a full- time, licensed peace officer of a member. The Task Force Commander shall remain an employee of the respective member city or county.
 - 9.2 The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including but not limited to supervising the Task Force's assigned personnel, subject to direction received from the Board. Member assigned investigators shall be submitted to the Task Force Commander for consideration and final approval. The Task Force Commander is responsible for staffing, scheduling, case assignment, grant writing, case management, record keeping, informant management, buy fund and petty cash management, and keeping the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. When buy fund or petty cash is expended, the Task Force Commander will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity within the unit.
 - 9.3 The Task Force Commander may exclude Investigators from further Task Force involvement, subject to review by the Board.

- 9.4 From the Investigators assigned by the members, the Task Force Commander shall select a designee with concurrence of the Investigator's member agency to serve as Task Force Commander in his/her absence. The designee must be a full-time, licensed peace officer of a member. The designee shall remain an employee of the respective member city or county at all times.
- 9.5 The duties, responsibilities and authority of the designee while the Task Force Commander is absent, shall be the same as the Task Force Commander.
- 9.6 The Task Force Commander shall comply with all recommended "Best Practices" listed within State and Federal grant requirements.
- 9.7 Team Leader. A Team Leader may be appointed by the Task Force Commander with approval from the Board. The Team Leader must be a full-time, licensed peace officer of a member and currently assigned to the task force. The Team Leader shall remain an employee of the respective member city or county.
- 9.8 The Team Leader will not be compensated with additional wages by the Task Force or member agency during their tenure as Team Leader. The Team Leader should have prior experience in complex investigations and have demonstrated the abilities and traits to succeed in a Team Leader position.
- 9.9 The Team Leader shall supplement and assist the Task Force Commander with management and oversight of the day-to-day operations of the Task Force. The Team Leader will plan, organize, direct, control, motivate, train, commend, assess performance, provide work distribution, and carry out the overall goals and objectives of the task force in accordance with the state's best practices operating procedures and guidelines manual.
- 9.10 The Team Leader duties shall be assigned by the Task Force Commander and may include, but not be limited to: case assignment and work distribution, review of operational plans for approval/denial, provide other team members assistance with drafting search warrants, monitor proper informant management, proper evidence handling and documentation, and ensure timely presentation of reports and evidence to prosecutors. The team leader will demonstrate a high level of integrity while being a mentor and leader to other team members.

- 9.11 The Team Leader is directly accountable and responsible to the Task Force Commander and Task Force board. The Team Leader shall consult with the Task Force Commander on a regular basis and keep the Task Force Commander informed of daily business at all times.
- 10. Forfeiture, Seizures and Fines.
 - 10.1 Any involvement by Task Force personnel which results in the seizure of real or personal property, including vehicles or cash shall be deemed a seizure by the CRDVOTF and used to support Task Force efforts. Use of Task Force seized items must be approved by the Board. Fine or restitution monies ordered paid to the Task Force by Court Order shall be used to offset equipment or operating costs of the Task Force not funded by grant, matching or donated funds. Notwithstanding the forgoing, all Task Force seizures and forfeitures shall be made in accordance with applicable law, including but not limited to Minn. Stat. §609.531. et. al.
- 11. Headquarters.
 - 11.1 The Task Force shall be located in private office space at a member agency and provided at no cost to the Task Force. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force without cost. The initial headquarters shall be located at the Faribault Police Department.
- 12. Insurance.
 - 12.1 The Board shall obtain liability, property and auto insurance and such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement, which shall be payable from Task Force funds. The level of insurance shall be in conformance with the Minnesota Tort Claims Act.
 - 12.2 Each member agrees to procure and maintain insurance for auto liability and damage to loss of property with respect to any automobile and/or equipment

supplied by the member for Task Force activities. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damage or losses were caused wholly or partially by the negligence of any other members or assigned employees.

- 12.2 Each member shall be responsible for injuries to or death of its own personnel assigned to the Task Force. Each member will maintain workers' compensation insurance or self-insurance, covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its assigned employees.

13. Indemnification and Hold Harmless.

- 13.1 Applicability. The CRDVOTF shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions take pursuant to the Agreement. The Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- 13.2 Indemnification and Hold Harmless. The CRDVOTF shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or investigators assigned to the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes §466.04. Under no circumstances shall a member be required to pay on behalf of itself and other members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, and applicable to any other member. The limits of liability for some or all of the members may not be added together to determine the maximum amount of liability for any member.

To the full extent permitted by law, action by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental

unit" for the purpose of liability, as set forth in Minnesota Statutes, §471.59, subd. 1 (a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties.

14. Duration.

14.1 This Agreement is binding upon the member upon signature. All members need not sign the same copy. This signed Agreement shall be filed with Rice County, who shall notify all members in writing of its effective date.

14.2 This Agreement shall continue until terminated in the manner provided herein.

15. Termination, Withdrawal, Amendments.

15.1 Termination. This Agreement may terminate upon the occurrence of any one of the following events, whichever occurs first:

15.1.1 When necessitated by operation of law as result of the decision by a court of competent jurisdiction; or

15.1.2 When necessitated based upon failure to obtain necessary funding from the members or grant funding from the State of Minnesota or the United States government, or

15.1.3 When a majority of members agree by resolution to terminate the agreement upon a certain date.

15.2 Upon termination of this Agreement, all property of the Task Force shall be sold or distributed to the members in proportion to the percentage of fund contributions of each current member of the Agreement.

15.3 Withdrawal.

15.3.1 Any member may withdraw from this Agreement upon 90 days written notice.

15.3.2 A withdrawing member shall not be entitled to the distribution of any assets or funds.

15.3.3 In the event of withdrawal by any member, this Agreement shall remain in full force and effect as to all remaining members.

15.4 Amendments.

15.4.1 Upon recommendation from the Board for changes to this agreement pursuant to Section 6.9 of the Agreement, this Agreement may be changed, amended, or modified by an amendment or addendum document or by an entirely new Joint Powers Agreement.

15.4.2 Any changes, amendments, or modifications to this Agreement may only be by, and are effective only when reduced to writing and approved and signed by all parties hereto.

15.4.3 The Board, at its November 14, 2016 meeting and pursuant to Section 6.9, recommended a change to this Agreement to add Le Sueur County as a member of the Cannon River Drug and Violent Offender Task Force and afford Le Sueur County all of the rights associated with such membership comparable to all other members, as outlined herein.

15.4.4 Upon execution of this Agreement by all parties, Le Sueur County shall be deemed and shall be a member of the Cannon River Drug and Violent Offender Task Force and shall have all of the rights associated with such membership comparable to all other members, as outlined herein.

15.4.5 This Agreement supersedes the Joint Powers Agreement, Cannon River Drug and Violent Offender Task Force Agreement dated June, 2019 and any other Agreement, whether written or not, entered into before this Agreement.

16. Cross Jurisdictional Law Enforcement Authority.

16.1 Each member hereby agrees to allow licensed law enforcement officers assigned to the Task Force to perform Task Force operations within the jurisdictional boundaries of one or more of the other parties. Law enforcement officers assigned to the Task Force while operating in a member's jurisdiction pursuant to this Agreement shall have the arrest and other authority of the individual members while within the territorial jurisdiction of any member.

In witness whereof, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statute §471.59

CITY OF DUNDAS

Glenn Switzer, Mayor

Date: _____

Jenelle Teppen, City Administrator

Date: _____

Todd Hanson, Chief of Police

Date: _____

In witness whereof, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statute §471.59

CITY OF FARIBAULT

Kevin Voracek, Mayor

Date: _____

Jessica Kinser, City Administrator

Date: _____

John Sherwin, Chief of Police

Date: _____

In witness whereof, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statute §471.59

CITY OF LONSDALE

Tim Rud, Mayor

Date: _____

Joel Erickson, City Administrator

Date: _____

Jason Schmitz, Chief of Police

Date: _____

In witness whereof, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statute §471.59

CITY OF NORTHFIELD

Rhonda Pownell, Mayor

Date: _____

Lynette Peterson, City Clerk

Date: _____

Mark Elliott, Chief of Police

Date: _____

In witness whereof, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statute §471.59

COUNTY OF RICE

Galen Malecha, Chair
Rice County Board of Commissioners

Date: _____

Sara Folsted, County Administrator

Date: _____

Jesse Thomas, Sheriff

Date: _____

Brian Mortenson, County Attorney

Date: _____

In witness whereof, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statute §471.59

COUNTY OF LE SUEUR

Date: _____

Steve Rohlfig, Chair

Le Sueur County Board of Commissioners

Date: _____

Joe Martin, County Administrator

Date: _____

Brett Mason, Sheriff

Date: _____

Brent Christian, County Attorney



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 23, 2024
SUBJECT: Approve Professional Engineering Services Proposals for Well Sealing and Water Reservoir Rehabilitation

Background:

In December 2023, the City was awarded a \$250,000.00 grant from the Minnesota Board of Water and Soil Resources (BWSR) to seal two abandoned drinking water wells at the old water plant site. The project is necessary to protect the groundwater supply which our wells draw from.

Attached is a proposal from Bolton & Menk, for project management, design, bidding and construction phase services for the well sealing project. The fee for the proposal is \$41,700.00. Funding for the project will be provided by the Water Fund (601) with reimbursement under the BWSR grant. Bolton & Menk has assisted with previous well sealing projects with satisfactory results.

The 2024 approved budget and Capital Improvement Plan (CIP) has \$925,000.00 for the rehabilitation of one of the water storage reservoirs at 1225 Parshall St. Staff has obtained a proposal from Bolton & Menk to provide technical assistance for the project. Since the amount of services required is not easy to identify, it is proposed to use estimates for various tasks based on hourly rates identified in the attached schedule of fees. Bolton & Menk has assisted the City with previous water projects with satisfactory results. Funding for the project will be provided by the Water Fund (601).

Recommendation:

Approve Professional Engineering Services Proposals for Well Sealing and Water Reservoir Rehabilitation from Bolton & Menk

Attachments:

1. Well Sealing Scope and Fee Proposal
2. Reservoir Technical Assistance Proposal



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

April 11, 2024

Mr. Travis Block
Public Works Director
1200 Belview Trail
Faribault, MN 55021

RE: Well Sealing for Two Wells
City of Faribault, MN

Dear Mr. Block,

Thank you for providing us with this opportunity to assist you with the design and construction administration for the sealing of two City wells. We understand the City has received grant funding to seal these wells. Bolton & Menk, Inc., has the technical expertise, experience, and resources to complete this project for the city, and we appreciate your consideration.

The following is our understanding of the project and major scope items:

- The wells are not located in any buildings. The wells are located adjacent to the existing standby generator.
- The scope of work includes removal of the well pumps (if existing) and abandoning/sealing both wells.
- The project is funded through a Clean Water Fund grant and the contract documents will need to adhere to any insurance, prevailing wage, or other stipulations in the grant agreement.
- The grant agreement expires on December 31, 2026; therefore, the work needs to be fully completed and closed out by that date.
- It is planned to complete both well sealings as part of a single project and bid. It is planned that bids will be received online through QuestCDN.
- Specifications will be prepared for the well abandonment and site restoration, including front end documents.
- Construction plan sheets for the well abandonment and site restoration will be prepared as necessary to depict the proposed work. Plan sheets, as needed, may be incorporated into the specifications.
- A construction cost estimate of the proposed work will be prepared and submitted to the city as part of the design phase.
- Part-time construction observation at critical times and construction administration will be performed by Bolton & Menk, Inc.
- Record plans of the completed work will be prepared and delivered to the City.

Name: Mr. Travis Block

Date: April 11, 2024

Page: 2

We propose to complete the above design services for a total estimated hourly fee as shown below:

Project Management, Design, and Bidding Phase	\$23,500
Construction Phase	<u>\$18,200</u>
Total Fee	\$41,700

Thank you for the opportunity to present this scope and fee letter. We look forward to continuing to work with the City of Faribault. If you need any additional information or have any questions on the above, please do not hesitate to give me a call at (612) 803-5223.

Sincerely,

Bolton & Menk, Inc.



Seth A. Peterson, P.E. (MN, WI)

Senior Principal Engineer



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

April 11, 2024

Mr. Travis Block
Public Works Director
1200 Belview Trail
Faribault, MN 55021

RE: Reservoir Technical Assistance
City of Faribault, MN

Dear Mr. Block,

Thank you for providing us with this opportunity to assist you with providing technical assistance on your reservoir projects. We understand you are looking for some technical assistance as the City works through the process of repairing reservoirs. We will assist you with various tasks and be your local expert and assist with reviewing Request for Proposals, proposed work and any other tasks and assistance the City may need. We have a wide variety of staff that can assist from engineering experts, design technicians, field staff and licensed water operations staff. Since this is not a well-defined project, I suggest we work on an hourly basis based on our standard hourly rates that are attached to this letter. We can provide estimates for specific tasks as we work through this process with you and your staff.

We appreciate the opportunity to work with you and your staff on this project and we look forward to continuing to work with the City of Faribault. If you need any additional information or have any questions on the above, please do not hesitate to give me a call at (612) 803-5223.

Sincerely,

Bolton & Menk, Inc.

Seth A. Peterson, P.E. (MN, WI)
Senior Principal Engineer

Enclosure – 2024 Schedule of Fees

2024 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: April 23, 2024
SUBJECT: Approve Permanent Ponding, Drainage and Utility Easement with SensoryEffects, Inc. (successor in interest to IFP, Inc) for 2024 Airtech 2 - Street, Utility and Stormwater Improvements - Contract 2022-07

Background:

On April 9, 2024, the Council adopted Resolution 2024-077 which approved the plans and specifications and set a bid date for the 2024 Airtech 2 - Street Utility and Stormwater Improvements, City Contract 2022-07. In order to construct the regional stormwater basin for the Airtech Industrial Park, a permanent Ponding, Drainage and Utility Easement is required to be obtained from Balchem (formerly IFP, now owned by SensoryEffects, Inc.). The City and Balchem representatives have negotiated the purchase price of said easement based on appraisals and land valuations completed by a City hired consultant. The easement purchase price is \$53,350.00 and the cost of the easement will be part of the total project costs which are mostly being paid for through special assessments to the benefiting property owners per the approved feasibility report.

A copy of the proposed easement is attached.

Recommendation:

Approve Permanent Ponding, Drainage and Utility Easement with SensoryEffects, Inc. (successor in interest to IFP, Inc) for 2024 Airtech 2 - Street, Utility and Stormwater Improvements - Contract 2022-07 and that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this easement approval.

Attachments:

1. Balchem Signed Easement Offer Letter
2. Balchem_PONDING_DRAINAGE_AND_UTILITY_Easement

Evergreen Land Services Company
4635 Nicols Road, Suite 203
Eagan, MN 55122

Tel: (651) 882-0200



March 9, 2024

Balchem
Mr. Jeremie Kruse
2125 Airport Drive
Faribault, MN 55021

**RE: City of Faribault
Airtech Regional Pond**

Dear Mr. Kruse:

The City of Faribault is acquiring easements in advance of the proposed Airtech Regional Pond Project. In order to acquire the necessary land rights for this project, the City of Faribault must follow a specific procedure. One of these procedural steps is a written offer to purchase the necessary land rights from the property owner. This letter represents the written offer.

Airtech Regional Pond Project requires the following acquisitions on your property:

3.57 acres of Drainage and Utility easement.

OFFER

The City of Faribault hereby offers all parties who may have an interest in the property to be acquired the sum of **\$53,350.00**. This offer is based upon an updated Appraisal Report prepared by Patricia Nolan of Nolan Appraisals, LLC dated March 8th, 2024.

A summary of the compensation based upon the appraisal is on page 3 of this offer letter and the appraisal is included in this offer packet.

You will have a reasonable length of time to consider the offer. To aid in your decision you may wish to secure your own appraisal. Minnesota law provides for reimbursement to the property owner in an amount not to exceed \$1,500 for single family and two-family residential property appraisals (and minimum damage acquisitions of under \$10,000), and up to \$5,000.00 for appraisals of other type of properties. Based upon the value of the land rights being acquired, you would qualify for reimbursement of appraisal expenses up to \$5,000.00.

Minnesota law also provides that the owner will be reimbursed for certain incidental costs (if any) incurred by the property owner in transferring the necessary land rights to the City of Faribault.

If you decide to accept this offer, the necessary land will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title and execution of the appropriate conveyance document(s). If the offer is unacceptable to you and a mutually satisfactory compensation amount cannot be negotiated, the City may need to acquire the necessary land rights in an eminent domain proceeding.

Sincerely,



Matthew S. Storm SR/WA
Evergreen Land Services
Acquisition Consultant for the City of Faribault.

Enclosures:

- Appraisal report by Nolan Appraisals, LLC updated March 8th, 2024.
- Acquisition Information for Property Owners Brochure

I CERTIFY THAT, on this 11TH day of MARCH, 2024, a copy of this document, an appraisal of the acquisition and a copy of a brochure explaining the land acquisition process and the owner's rights, privileges, and obligations has been delivered to me by the undersigned Right of Way Agent.



Signature of Owner

CSCO Balchem; 4-15-24



Signature of Right of Way Agent

ACQUISITION SUMMARY

Project
Description: Airtech Regional Pond

PID No. of
Affected Property: 18-24-2-27-005

Property Owners
Of Record: IFP, Inc./Balchem

Size and Type
Of Acquisition: 3.57 acres of Drainage and Utility easement.

Valuation Summary

Summary of Compensation		Actual
Compensation for Drainage & Utility Purposes: 3.57 acres @ \$41,000 per acre X 90% fee value	=	\$ 131,733
Less Amount of added value for existing stormwater pond: 1.30 acres @ \$67,000 per acre X 90% of fee value	=	-\$ 78,390
Severance Damage to Remainder: None	=	\$ 0
Compensation for Improvements within Acquisition: None	=	\$ 0
Total Damages (rounded)	=	\$ 53,350

PERMANENT PONDING, DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT is given this _____ day of March, 2024, by SensoryEffects, Inc., a Delaware corporation (the “**Owners**”) to the City of Faribault, a Minnesota municipal corporation, (the “**City**”):

Recitals

- A. The Owners are the fee owners of certain real estate (the “**Property**”) in Rice County, Minnesota, legally described as follows (the “**Property**”):

LOT 4 BLOCK 2 AIRTECH 2, Rice County, Minnesota”

- B. The Property is subject to a non-memorialized right of access in favor of the City for ponding, grading and utility purposes (the “**Access Right**”).
- C. In furtherance of a drainage improvement project, the City desires to obtain from the Owners, and the Owners desire to convey to the City, a Permanent Ponding, Drainage and Utility Easement as described on the attached **Exhibit “A”** and shown on the attached **Exhibit “B”** (the “**Easement**”).

Terms of Easement

1. Recitals. The recitals above are hereby incorporated herein and made part of the Easement.
2. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by the Owners, the Owners grant and convey to the City an easement for ponding, grading and utility purposes in, over, across, beneath, and above the Easement.

The Easement shall be granted subject to the following conditions:

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

- B. The City shall comply with all applicable local, state, and federal laws, rules, or regulations affecting said Easement.
- C. The Easement shall not be assignable by the City except upon written consent of the Owners.
- D. The Owners reserve the right to occupy and use said Property for all purposes not inconsistent with the rights herein granted.
- E. Upon completion of construction, ~~the~~ (i) the City shall restore the Property and the easement area pursuant to the City of Faribault's standard specifications for construction, including the replacement of any missing property corner monuments (to be set by a licensed Land Surveyor); and (ii) parties agree that the Access Right will be automatically extinguished without further action.
- F. The City and the Owners agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for acts of any others and the results thereof. Each party will indemnify and hold the other party harmless from any loss associated with said acts or the results thereof.
- G. The Easement shall run with the land unless vacated by majority vote of the City Council for the City of Faribault.

3. Scope of Easement. The perpetual Easement granted herein includes the right of the City, its contractors, agents and employees to enter the Easement at all reasonable times for the purpose of locating, constructing, reconstructing, operating, using, maintaining, inspecting, altering, repairing and removing all ponding, drainage and utility facilities and appurtenances, for ponding, drainage and utility purposes together with all other rights necessary and convenient for the enjoyment and use of the same in the described Easement.

The easement granted herein also includes the right to cut, trim or remove from the Easement trees, shrubs or other vegetation as in the City's judgement unreasonably interfere with the Easement or facilities of the City, its successors or assigns.

4. Warranty of Title. The Owners warrant they are the owner of the Property and have the right, title and capacity to convey to the City the Easement herein.

5. Environmental Matters. Except to the extent associated with the City's use of the Access Right, including without limitation, any release or threat of release of any hazardous substances, pollutants, or contaminants associated with the drainage pond operated by the City pursuant to the Access Right, the City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties, attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement or Property prior to the date of this instrument.

Nothing contained in here shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Owners, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the liability limits provided by Minnesota Statutes Chapter 466. The Owners warrant to the City, its successors and assigns, that the Owners are well seized in fee of the Property and has good right to grant and convey the Easements and good right to make this grant to the City.

By: _____
Martin Reid
Its: Chief Supply Chain Officer

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of March, 2024, by Martin Reid, Chief Supply Chain Officer, SensoryEffects, Inc., a Delaware corporation, Owners.

Notary Public

(Remainder of page left intentionally blank)

CITY

Dated: March _____, 2024.

By: _____
Kevin F. Voracek

Its: Mayor

By: _____
Timothy C. Murray

Its: City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by Kevin F. Voracek and Timothy C. Murray, Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the City of Faribault.

Notary Public

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

(Remainder of page left intentionally blank)

EXHIBIT A
Legal Description of the Easement Area

EXHIBIT A

City of Fairbault

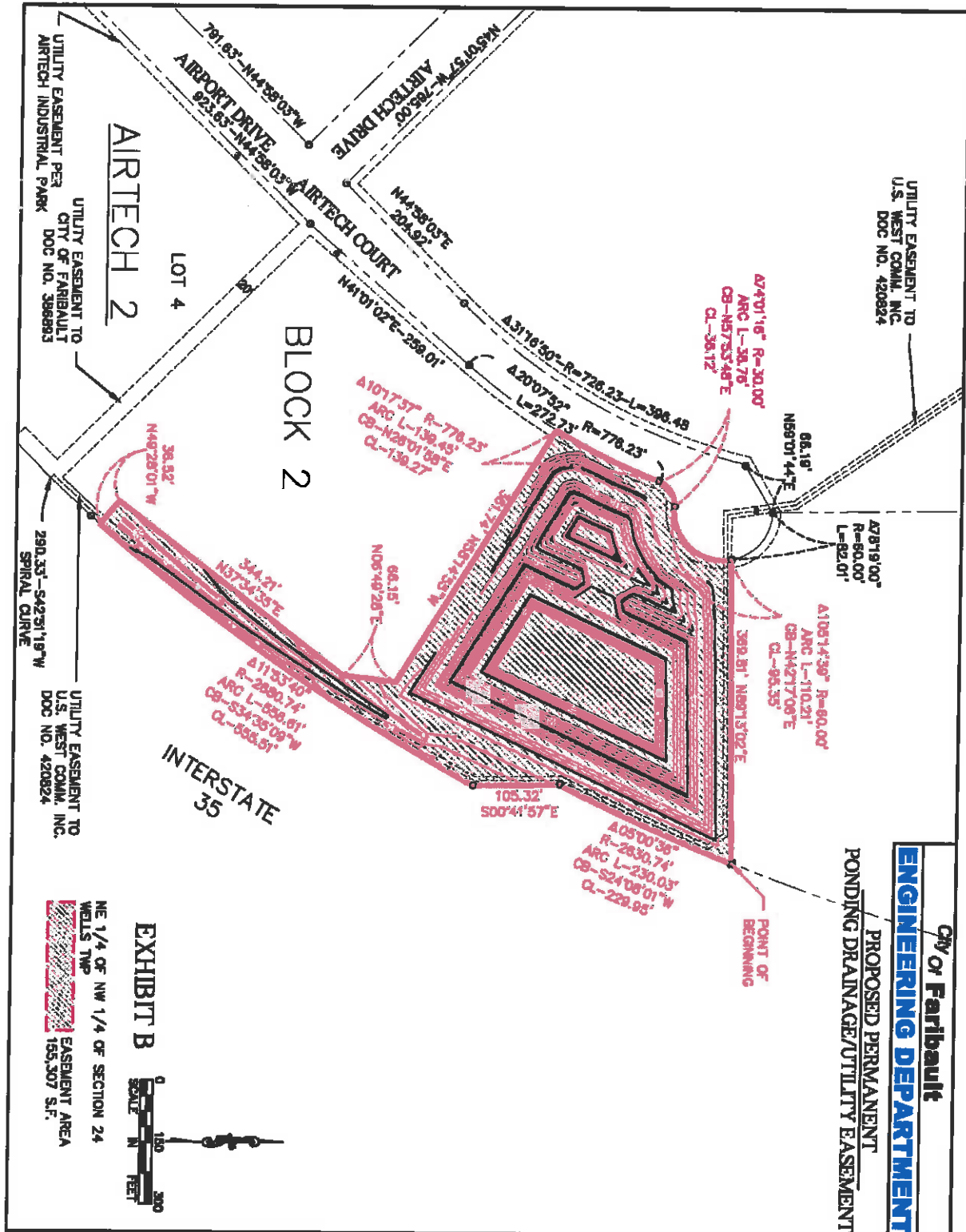
ENGINEERING DEPARTMENT

PROPOSED PERMANENT

PONDING DRAINAGE/UTILITY EASEMENT

PERMANENT PONDING, DRAINAGE AND UTILITY EASEMENT DESCRIPTION:
A PERMANENT EASEMENT FOR GRADING AND SLOPE PURPOSES OVER, ACROSS, ON, UNDER, AND THROUGH LOT 4 BLOCK 2 AIRTECH 2, ACCORDING TO THE RECORDED PLAT THEREOF, RICE COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 4 AT A POINT IN THE NORTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 35; THENCE SOUTHWESTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 2630.74 FEET; DELTA ANGLE 05 DEGREES 00 MINUTES 36 SECONDS; CHORD BEARING AND DISTANCE = SOUTH 24 DEGREES 08 MINUTES 01 SECONDS WEST, 229.95 FEET) AN ARC DISTANCE OF 230.03 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS EAST A DISTANCE OF 105.32 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 2680.74 FEET; DELTA ANGLE 11 DEGREES 53 MINUTES 40 SECONDS; CHORD BEARING AND DISTANCE = SOUTH 34 DEGREES 35 MINUTES 09 SECONDS WEST, 555.51 FEET) AN ARC DISTANCE OF 556.61 FEET; THENCE NORTH 49 DEGREES 28 MINUTES 01 SECONDS WEST A DISTANCE OF 36.52 FEET; THENCE NORTH 37 DEGREES 34 MINUTES 35 SECONDS EAST A DISTANCE OF 344.21 FEET; THENCE NORTH 06 DEGREES 49 MINUTES 28 SECONDS EAST A DISTANCE OF 66.15 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 55 SECONDS WEST A DISTANCE OF 361.74 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 776.23 FEET; DELTA ANGLE 10 DEGREES 17 MINUTES 37 SECONDS; CHORD BEARING AND DISTANCE = NORTH 26 DEGREES 01 MINUTES 58 SECONDS EAST, 139.27 FEET) AN ARC DISTANCE OF 139.45 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY (CURVE DATA: RADIUS = 30.00 FEET; DELTA ANGLE 74 DEGREES 01 MINUTES 16 SECONDS; CHORD BEARING AND DISTANCE = NORTH 57 DEGREES 53 MINUTES 48 SECONDS EAST, 36.12 FEET) AN ARC DISTANCE OF 38.76 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 60.00 FEET; DELTA ANGLE 105 DEGREES 14 MINUTES 39 SECONDS; CHORD BEARING AND DISTANCE = NORTH 42 DEGREES 17 MINUTES 06 SECONDS EAST, 95.35 FEET) AN ARC DISTANCE OF 110.21 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 02 SECONDS EAST A DISTANCE OF 369.81 FEET TO THE POINT OF BEGINNING.



Guidebook



Minnesota Department of Transportation

Office of Land Management
395 John Ireland Blvd.
St. Paul, MN 55155-1899

for Property Owners

GUIDE FOR PROPERTY OWNERS



The Minnesota Department of Transportation is responsible for the administration, planning, construction, maintenance, and safety of the State's highway system and airports. Each year MnDOT makes efforts to reduce traffic congestion and crashes through the use of the State's expanded trunk highway and federal interstate and airport programs. As a result, the State may be required to purchase property owned by individual citizens.

This guide outlines the laws and procedures MnDOT must follow in the land acquisition process. Please review the information carefully to better understand your legal rights as a property owner.

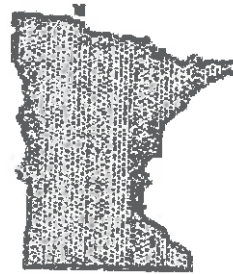
For MnDOT projects, to request this document in an alternative format, call:

MnDOT's Disability Programs Coordinator
651-366-4718 (Metro), or
1-800-657-3774 (Greater Minnesota)
(Please request one week in advance.)

For assistance in placing your call
TTY, Voice, ASCII, or Hearing Carry Over
Dial 711 -or- 1-800-627-3529
(Minnesota Relay)

June 2015

GENERAL INFORMATION



How MnDOT Acquires Property:

Minnesota law allows the State and certain other governmental agencies to acquire property for public purposes such as schools, parks, libraries, recreation facilities, airports and highways.

The Constitution of the United States and the State of Minnesota requires a payment of "Just Compensation" to the owner for property being acquired or damaged for public use.

Payment of "Just Compensation" means that the owner is entitled to the fair market value of their property, which is generally defined as the amount the buyer and seller agree upon based on an appraisal of the property.

Prior to Land Acquisition:

During the land acquisition process, a survey crew may request permission to enter your land to obtain information for the planning and engineering of the proposed improvement or project.

Often times a public hearing or an informational meeting will be held to give you a chance to participate in the process of determining the location and design of the highway. (The time and place of these hearings or opportunities for hearings will be advertised in the local newspaper.)

A State agent will contact you to discuss and learn the nature and interest of those persons

involved with the property. It is unlikely at this time that the agent will have complete knowledge of the final State proposal as construction plans are still being developed.

The State will then send a qualified appraiser(s) to estimate the market value of the State's proposed land acquisition. The appraiser will contact you at that time giving you the opportunity to accompany him/her during the inspection of your property. The appraisal is normally based on studies of recent similar sales of property in your area.

In some instances, if the State determines there are minimal damages to the property, a short form appraisal or minimum damage assessment will be prepared.

The State will present the owner a copy of the appraisal report at the time of the offer.

Please note: you may be contacted again by authorized personnel to obtain other necessary information prior to the time an offer for purchasing can begin.

SECTION I



Minnesota law allows MnDOT to acquire land through the following methods:

- Direct Purchase
- Eminent Domain

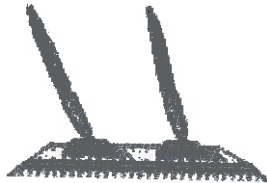
Acquisition of Land or Rights by Direct Purchase:

Efforts will be made first to acquire your property through the direct purchase procedure. Direct purchase means a State representative will contact you in an attempt to purchase the property based on the estimated market value provided from the appraisal. You will then be given a written statement that includes the amount being offered for the property rights. In instances where only a part of the property is to be acquired, the statement will separate the amount of money to be paid for property and the amount (if any) for damages to the remainder of the property. The State will provide you with a copy of the appraisal report. If the acquisition leaves you with an uneconomic remnant, the State will offer to purchase that remnant.



If you accept the offer, you will sign an "Offer to Sell and Memorandum of Conditions" which gives the State permission to buy your property. You will also sign the actual "deed" which conveys the property to the State.

In certain cases, the State will not need to purchase the actual property but will need to purchase certain "rights" from the property. These rights may include drainage easements, extinguishment of access, temporary easements, etc. In this case, you will only sign the actual document that grants those rights to the State.



The State will, at its own expense, furnish all documents necessary to complete the sale or purchase of rights, to make the necessary examination of title, and to record the documents of conveyance. All documents are subject to, and are conditional upon, written acceptance by the State or other acquiring authorities.

After the legal documents have been recorded, payment will be processed. If there is a mortgage and all or a major portion of the property is being acquired, a separate check payable to the mortgage holder will be drawn for the remaining balance of the mortgage including interest to the date of payment. The check for your equity will be mailed directly to you. If only a part of your property is to be acquired, the State will ask for a partial release of mortgage. In this instance, the mortgage holder will also be named on the check. It is strongly recommended that you contact your mortgage holder to determine distribution of the funds prior to the signing of legal documents.

By agreement, you may retain and remove any or all improvements located on your property, but removal of such improvements must be made at your own expense. The salvage value of the improvements retained by you will be deducted from the amount of the offer.

The State will reimburse you for certain incidental expenses incurred in transferring the title to the State and a State agent will assist you in filing a claim.

Examples of the types of reimbursements are as follows:

- A. Service fees charged by the mortgage holder for release of mortgage
- B. Prepayment penalty of mortgage
- C. Abstract costs
- D. Court costs

You are also eligible for reimbursement of any reasonable appraisal costs performed by a licensed appraiser, up to a maximum of \$1,500 for residential and \$5,000 for other types of property. The owner must submit to the acquiring authority the information necessary for reimbursement, including a copy of the owner's appraisal.

If any of your property is being acquired, it will be necessary that all current and delinquent real estate taxes, as well as all special assessments, be paid in full. The State agent will advise you on the payment of taxes due.

Unless some unusual circumstance exists, you will be able to occupy your property for a period of 90 days from the date of acceptance. This period will be increased to 120 days if the construction timetable permits such an extension. No charge to the owner will be made for occupancy during this period. However, if you request to stay longer than the 120 days, and the State agrees, you must sign a lease for the property at a rate (fair market value) determined by the State.

In addition to receiving the fair market value for the land or rights taken, you may be entitled to certain relocation benefits. A relocation or purchasing agent will provide you with the necessary information and a relocation booklet that explains the program.

Minimum Compensation:

Pursuant to Minnesota Statutes 117.187, when a person or entity that holds fee title "must relocate, the amount of damages payable at a minimum, must be sufficient for an owner to purchase a comparable property in the community and not less than the condemning authorities payment or deposit under section 117.042, to the extent that the damages will not be duplicated in the compensation otherwise awarded to the owner of the property."

This dollar amount may be more than the State's certified appraisal value of your property. If this is the case you will be advised of the amount separately in the State offer letter to you as the owner.

Please note: If you have to move from your home; a decent, safe, and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement.

Please refer to Section III Relocation Payments on page 12, and/or the relocation booklet title Relocation Assistance.



You are not required to give up possession of your property until:

1. You have been paid the agreed purchase price, or
2. You have been paid an award of commissioners, or
3. An amount at least equal to the State's approved appraisal of the value of your property is deposited with the court for your benefit, or

4. The award resulting from a condemnation proceeding is deposited with the court.



SECTION II

Land Acquisition By Eminent Domain:

Eminent domain is a legal process used for acquiring property for public purposes. Eminent domain, also known as condemnation, is used when the price of the property cannot be agreed upon by the seller and buyer or when title to the property is defective. The State must start the process early to assure the property will be acquired and vacated in time to meet construction contract requirements. After an offer has been made, you will be given at least 30 days in which to consider it before the eminent domain process begins.

A petition is filed with the court administrator. A hearing on the petition will be scheduled and notice of this hearing will be served on you in the same manner as any civil action to fulfill the requirement of State law.

The notice of the hearing on the petition will inform you of the hearing date, time, place and type of acquisition. The notice also will describe the property to be acquired and will contain a list of the names of all parties who are shown to have an interest in the property.

The hearing on the petition is usually held in the courthouse of the county in which the property is located. An attorney will represent the State and will present the petition to the court. A State representative also will be available to answer questions regarding engineering details, design aspects of the project and construction matters. The court will appoint three qualified and impartial persons to act as commissioners. The commissioners will view each piece of property, hold valuation hearings and determine the damages that the property will, in their opinion, sustain as a result of the acquisition.

After the three court-appointed commissioners have taken their oath of office, they will arrange for viewings and hearings with you and other affected property owners. You will be notified of the date and time when a viewing or valuation hearing will be held.



It is the general policy of the State to have an attorney from the Office of the Attorney General and an engineer present at the viewings and hearings. Their function is to assist the commissioners and property owners by answering technical questions of a legal or engineering nature.

The chairperson of the commission, who presides over the hearings, will likely invite you to express your opinion as to the amount of damages you feel your property has sustained and to furnish such evidence for purposes of assisting the commissioners in determining an award of damages. You may represent yourself at these hearings, or you may choose to be represented by an attorney. Whether or not you hire an attorney is your decision.

Title and possession of the property shall pass to the State after filing of the award by the court-appointed commissioners. However, the State usually requires title and possession of all or part of the owner's property prior to the filing of an award by the court-appointed commissioners. In these cases, the State will, at least 90 days prior to the date on which possession is to be taken, notify the owner of the intent to possess the property. Prior to taking title and possession, the State will pay to the owner, or deposit with the court, an amount equal to the State's approved appraisal of value. Title and possession is set for 35 days after the hearing on the petition. This is commonly referred to as the "Quick-Take" Law of the State of Minnesota. Interest is paid on the amount of the award that exceeds the Quick-Take payment.

You may wish to retain a licensed real estate appraiser to provide you with an appraisal of the market value of your property.

The commissioners may award reasonable appraisal fees not to exceed a total of \$1,500 for residential property and \$5,000 for other types of property, unless the appraisal fee was previously reimbursed. An appraisal must not be used or considered in condemnation commissioners hearing, nor may the appraiser who prepared the appraisal testify, unless a copy of the appraiser's written report is provided to the opposing party at least five days before the hearings.

If a business or trade is destroyed by a taking, the owner may be compensated for loss of going concern. The owner must notify the State of the owner's intent to claim compensation for loss of going concern within 60 days of the first hearing before the court. Documentation related to a loss of going concern claim must be used or considered in a condemnation commissioner's hearing unless the documentation is provided to the opposing party at least 14 days before the hearing.

When Can Construction Start:



The State may begin to use the property when it obtains title and possession of it. Title and possession passes when you are paid for the property or at a later date specified in the purchase agreement.

If your property is acquired through eminent domain, title and possession will pass as stated in the preceeding section.

You may also grant permission to the State for it to enter your property and begin construction prior to title and possession passing. You could do this by signing a Right of Entry or a Permit to Construct.

Appealing the Commissioner's Award:



It is important to note that if you are dissatisfied with the commissioner's award, you have the right to appeal to the District Court. The State also has the right to appeal the award.

Any appeal must be made within 40 days to the Court Administrator from the date the commissioners file their award. A notice of such appeal must be mailed to all parties of record having an interest in property described in the appeal. Within 10 days of such mailing any other party may appeal. The 40 days are counted from the date of the filing of the commissioner's award with the Court Administrator, not from the date you received the notice of the award from the State.

If the State appeals the award, you will be notified by letter from the Office of the Attorney General. The law states that unless proper appeal is taken by either party within 40 days, neither party can amend or adjust the amount, terms or conditions of the award. If no appeal is taken, payment will be made following the expiration of the 40-day appeal period. If only one party appeals the commissioner's award, the appealing party may later dismiss the appeal and the award, plus interest, will be paid.

Just Compensation by a Jury:



If you or the State, or both, appeal to the District Court, the compensation to which you are entitled becomes a question to be decided in a trial by jury. Simply because an appeal is taken by either party does not necessarily mean the matter will go to court.

The State will make a diligent effort to settle the case prior to trial.

However, as noted earlier, the law states the State cannot amend or adjust the amount of the commissioner's award unless proper appeal is taken by either party within the time allowed.

If the appeal is settled out of court, you can expect final payment by the State within 45 days of receipt of a properly signed stipulation and settlement. If the appeal goes to trial in District Court, final payment will be made within 45 days after a final judgment. When the jury verdict is appealed to a higher court, final payment will await the disposition of that appeal.

SECTION III

Relocation Payments:



In accordance with the Federal Uniform Relocation Act and subsequent legislation, you may be entitled to certain payments for such things as a housing supplement, moving costs, re-establishment costs, incidental expenses and closing costs. An agent of the State will review your eligibility for these relocation claims.

An explanation of relocation payments and services can be found in a separate booklet titled *Relocation Assistance*. This booklet will address many of your questions and concerns. Please request a copy from the State if you have not received one.

SECTION IV

Additional Information:



Taxpayer Identification Numbers

The Internal Revenue Service (IRS) requires the property owner to furnish the State with a Taxpayer Identification Number before payment can be made. An approved form (IRS W-9) will be provided by the State.

Minnesota Well Disclosure

State law requires that sellers of real estate inform prospective buyers of any wells located on the property, even if those wells are not in use. If any wells are present, the seller completes a formal Well Disclosure Certificate provided by the State.

SUMMARY AND CONCLUSION



The information in this *Guidebook for Property Owner's* is brief and general. If you desire additional information, please request assistance from the State.

All agents of the State are committed to providing better and safer highways for public use. We realize our obligation to all property owners to be respectful of your rights while carrying out the duties of highway construction. We are ready to assist you in any way that we can during this process.



If at any time you have questions, you are invited to seek the services of the State or visit the Web site at:

www.dot.state.mn.us/landmanagement



Please contact the Minnesota Department of Transportation at the following phone numbers:

District 1 - Duluth	218-725-2700
District 2 - Bemidji	218-755-6500
District 3 - Brainerd	218-828-5700
District 4 - Detroit Lakes	218-846-3600
District 6 - Rochester	507-286-7500
District 7 - Mankato	507-304-6100
District 8 - Willmar	320-231-5195
Metro District - Roseville	651-234-7500

The address for the Director of the Office of Land Management, Minnesota Department of Transportation is:

Transportation Bldg., MS 630
395 John Ireland Blvd.
St. Paul, MN 55155
General Information No. 651-366-5000

The address for the Office of the Attorney General, Transportation Division is:

1800 Bremer
445 Minnesota Street
St. Paul, MN 55101-2134

When writing the department for assistance, please be sure to mention:

1. The "C.S." number
(state project number):
Example: *C.S. 6982 (35=395) 907*
2. The parcel number
assigned to your property:
Example: *Parcel 201; Parcel 3A;
Parcel 14BB; Parcel 10; etc.*
3. Title of the condemnation action
that affects your property:
Example: *"State vs. John Jones, et al"*
4. The name of the state's attorney and/
or department engineer who dealt with
you regarding your property.

Prepared by:
Minnesota Department of Transportation
Office of Land Management
June 2015

Guidegraphic.doc

PERMANENT PONDING, DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT is given this _____ day of April, 2024, by IFP, Inc./SensoryEffects, Inc (successor in interest to IFP, Inc.), a Delaware corporation (the “**Owners**”) to the City of Faribault, a Minnesota municipal corporation, (the “**City**”):

Recitals

- A. The Owners are the fee owners of certain real estate (the “**Property**”) in Rice County, Minnesota, legally described as follows (the “**Property**”):

LOT 4 BLOCK 2 AIRTECH 2, Rice County, Minnesota”

- B. The Property is subject to a non-memorialized right of access in favor of the City for ponding, grading and utility purposes (the “**Access Right**”).
- C. In furtherance of a drainage improvement project, the City desires to obtain from the Owners, and the Owners desire to convey to the City, a Permanent Ponding, Drainage and Utility Easement as described on the attached **Exhibit “A”** and shown on the attached **Exhibit “B”** (the “**Easement**”).

Terms of Easement

1. Recitals. The recitals above are hereby incorporated herein and made part of the Easement.
2. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by the Owners, the Owners grant and convey to the City an easement for ponding, grading and utility purposes in, over, across, beneath, and above the Easement.

The Easement shall be granted subject to the following conditions:

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

- B. The City shall comply with all applicable local, state, and federal laws, rules, or regulations affecting said Easement.
 - C. The Easement shall not be assignable by the City except upon written consent of the Owners.
 - D. The Owners reserve the right to occupy and use said Property for all purposes not inconsistent with the rights herein granted.
 - E. Upon completion of construction: (i) the City shall restore the Property and the easement area pursuant to the City of Faribault's standard specifications for construction, including the replacement of any missing property corner monuments (to be set by a licensed Land Surveyor); and (ii) parties agree that the Access Right will be automatically extinguished without further action.
 - F. The City and the Owners agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for acts of any others and the results thereof. Each party will indemnify and hold the other party harmless from any loss associated with said acts or the results thereof.
 - G. The Easement shall run with the land unless vacated by majority vote of the City Council for the City of Faribault.
3. Scope of Easement. The perpetual Easement granted herein includes the right of the City, its contractors, agents and employees to enter the Easement at all reasonable times for the purpose of locating, constructing, reconstructing, operating, using, maintaining, inspecting, altering, repairing and removing all ponding, drainage and utility facilities and appurtenances, for ponding, drainage and utility purposes together with all other rights necessary and convenient for the enjoyment and use of the same in the described Easement.
- The easement granted herein also includes the right to cut, trim or remove from the Easement trees, shrubs or other vegetation as in the City's judgement unreasonably interfere with the Easement or facilities of the City, its successors or assigns.
4. Warranty of Title. The Owners warrant they are the owner of the Property and have the right, title and capacity to convey to the City the Easement herein.
5. Environmental Matters. Except to the extent associated with the City's use of the Access Right or any former access right or easement, including without limitation, any release or threat of release of any hazardous substances, pollutants, or contaminants associated with the drainage pond operated by the City pursuant to the Access Right or any former access right or easement, the City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties, attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Property prior to the date of this instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Owners, their heirs, successors and assigns.

Nothing contained in here shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Owners, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the liability limits provided by Minnesota Statutes Chapter 466. The Owners warrant to the City, its successors and assigns, that the Owners are well seized in fee of the Property and has good right to grant and convey the Easements and good right to make this grant to the City.

OWNERS:
SENSORYEFFECTS, INC.
successor in interest to IFP, INC.

Dated: April _____, 2024.

By: _____
Martin Reid
Its: Chief Supply Chain Officer

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 2024, by Martin Reid, Chief Supply Chain Officer, SensoryEffects, Inc. successor in interest to IFP, Inc., a Delaware corporation, Owners.

Notary Public

(Remainder of page left intentionally blank)

CITY

Dated: April _____, 2024.

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Jessica L. Kinser
Its: City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of April, 2024, by Kevin F. Voracek and Jessica L. Kinser, Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the City of Faribault.

Notary Public

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

(Remainder of page left intentionally blank)

EXHIBIT A
Legal Description of the Easement Area

EXHIBIT A

City of **Faribault**

ENGINEERING DEPARTMENT

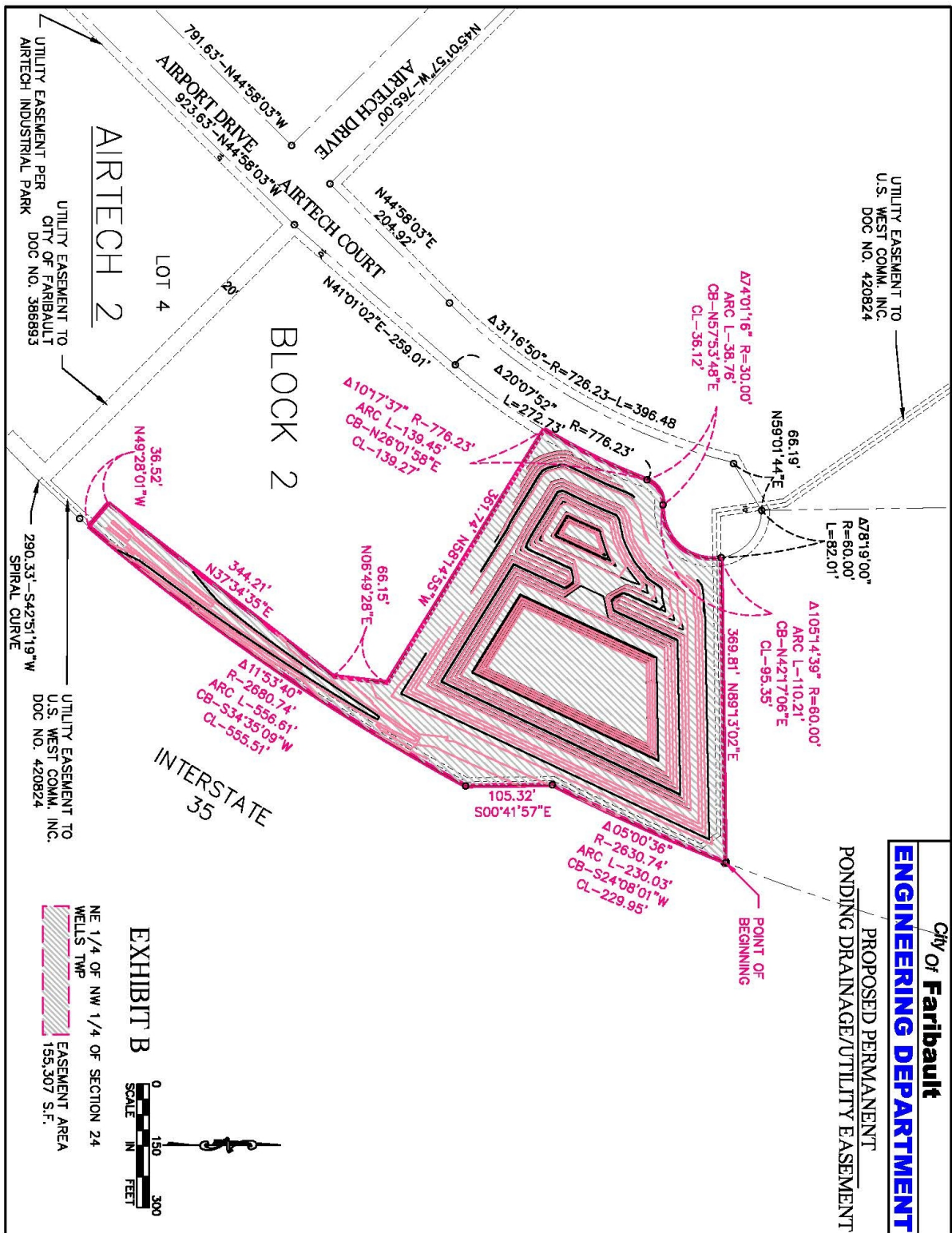
PROPOSED PERMANENT
PONDING DRAINAGE/UTILITY EASEMENT

PERMANENT PONDING, DRAINAGE AND UTILITY EASEMENT DESCRIPTION:

A PERMANENT EASEMENT FOR GRADING AND SLOPE PURPOSES OVER, ACROSS, ON, UNDER, AND THROUGH LOT 4 BLOCK 2 AIRTECH 2, ACCORDING TO THE RECORDED PLAT THEREOF, RICE COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 4 AT A POINT IN THE NORTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 35; THENCE SOUTHWESTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 2630.74 FEET; DELTA ANGLE 05 DEGREES 00 MINUTES 36 SECONDS; CHORD BEARING AND DISTANCE = SOUTH 24 DEGREES 08 MINUTES 01 SECONDS WEST, 229.95 FEET) AN ARC DISTANCE OF 230.03 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS EAST A DISTANCE OF 105.32 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 2680.74 FEET; DELTA ANGLE 11 DEGREES 53 MINUTES 40 SECONDS; CHORD BEARING AND DISTANCE = SOUTH 34 DEGREES 35 MINUTES 09 SECONDS WEST, 555.51 FEET) AN ARC DISTANCE OF 556.61 FEET; THENCE NORTH 49 DEGREES 28 MINUTES 01 SECONDS WEST A DISTANCE OF 36.52 FEET; THENCE NORTH 37 DEGREES 34 MINUTES 35 SECONDS EAST A DISTANCE OF 344.21 FEET; THENCE NORTH 06 DEGREES 49 MINUTES 28 SECONDS EAST A DISTANCE OF 66.15 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 55 SECONDS WEST A DISTANCE OF 361.74 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 776.23 FEET; DELTA ANGLE 10 DEGREES 17 MINUTES 37 SECONDS; CHORD BEARING AND DISTANCE = NORTH 26 DEGREES 01 MINUTES 58 SECONDS EAST, 139.27 FEET) AN ARC DISTANCE OF 139.45 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY (CURVE DATA: RADIUS = 30.00 FEET; DELTA ANGLE 74 DEGREES 01 MINUTES 16 SECONDS; CHORD BEARING AND DISTANCE = NORTH 57 DEGREES 53 MINUTES 48 SECONDS EAST, 36.12 FEET) AN ARC DISTANCE OF 38.76 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY (CURVE DATA: RADIUS = 60.00 FEET; DELTA ANGLE 105 DEGREES 14 MINUTES 39 SECONDS; CHORD BEARING AND DISTANCE = NORTH 42 DEGREES 17 MINUTES 06 SECONDS EAST, 95.35 FEET) AN ARC DISTANCE OF 110.21 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 02 SECONDS EAST A DISTANCE OF 369.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT B Depiction of the Easement Area





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 23, 2024
SUBJECT: Approve CIP Purchase - Pickup for Parks Department

Background:

The 2024 CIP has \$65,000 budgeted to purchase a new pickup for the Parks Department. We solicited quotes for a pickup truck and received quotes from Harry Brown's Automotive and RC Bliss Ford. The low quote we received is from Harry Brown's Automotive for a 2024 GMC 2500 4x4 at a cost of \$49,890.00. This does not include tax, title or license fees. A snow plow for the truck is included in the \$65,000 budgeted, and it will be purchased in the near future.

Recommendation:

Approve the quote from Harry Brown's Automotive to purchase a 2024 GMC 2500 4x4 pickup at a cost of \$49,890.00 plus applicable taxes, title and license fees.

Attachments:

1. Pickup Quotes

Bid Proposal

For

City of Faribault

April 18, 2024

New 2024 GMC 2500 4X4

Harry Brown's Family Automotive submits this bid for a new 2024 GMC 2500 4x4.

Please contact Michael Brown to finalize purchase

Pricing is based off \$52,890 MSRP

Bid price of Truck: \$49,890 plus tax and fees

Pricing is based off in stock truck.

Michael Brown Jr
Fleet/Commercial
Harry Brown's LLC
1747 Grant St Faribault, Mn
507-210-2672
mbrown@harrybrowns.com

R.C. BLISS



F A R I B A U L T

901 Lyndale Ave N • Box 425 • Telephone 507-334-6478
FARIBAULT, MINNESOTA 55021
www.blissford.com

City of Faribault Parks & Recreation Department 2/06/2024

Bid on 2024 Ford F-250 Styleside, we are pleased to offer the following bid for you as follows:

\$51,111 Base Price

-\$600 Concession

\$50,511

+\$3,725 Tax, Title and License

\$54,236

A handwritten signature in black ink, appearing to read "Jeff Bliss".

Jeff Bliss
R.C Bliss Inc



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: April 23, 2024
SUBJECT: Approve Budget Amendment and Demolition Waste Disposal Fees for Riverchase Regional Stormwater Basin - City Contract 2022-14

Background:

During construction of the Riverchase Regional Stormwater basin, a large area of demolition waste was encountered that was required to be removed and hauled to a demolition landfill. The City worked with the contractor and a local demolition pit to dispose of the waste for \$50/ton and the City is to pay the tipping fees directly. Due to the unexpected demolition waste clean up a budget amendment is required in the amount of \$360,000. The funds will be covered by the reserves in the stormwater utility fund which has sufficient funds.

Recommendation:

Approve Budget Amendment and Demolition Waste Disposal Fees for Riverchase Regional Stormwater Basin - City Contract 2022-14

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: April 23, 2024
SUBJECT: Approve Professional Services Proposal for Geotechnical Evaluation for 2024 City Watermain Project, Contract 2024-07

Background:

The City's 2024-2028 Capital Improvement Plan includes the construction of 4 segments of watermain and 1 segment of sanitary sewer utilizing trenchless installation methods. In order to design the trenchless installation, a subsurface geotechnical evaluation is required. The City solicited proposals from four qualified firms for the subsurface geotechnical evaluation and only one, Chosen Valley Testing (CVT), responded with a proposal by the solicitation deadline. The other three firms indicated that their current workload would preclude them from getting the work done in the timeline requested in the solicitation. A copy of CVT's proposal as well as a review memo from the City's consultant assisting with the trenchless installation design is attached. Staff is recommending approving the CVT proposal for both the base amount and the alternate amount.

Recommendation:

Approve Professional Services Proposal for Geotechnical Evaluation from Chosen Valley Testing for 2024 City Watermain Project, Contract 2024-07

Attachments:

1. Faribault 2024 Utility Improvements Geotechnical Quote Summary Letter



April 17, 2024

Attention: Mark DuChene
Director of Engineering
1200 Belview Trail
Faribault, MN 55021

**Reference: Faribault 2024 Utility Improvements
Request for Proposals for Geotechnical Services
Bid Results**

Dear Mr. DuChene,

On behalf of the City of Faribault, Stantec solicited quotes for Geotechnical Service needed to advance final design and the preparation of construction plans for Faribault's 2024 Utility Improvement project. Geotechnical services requested for the project included 16 soil borings, 1 sandstone core with rock quality designation and unconfined compressive strength testing, soil testing, and the preparation of a geotechnical report. Quotes were requested with costs split into total base bid and add alternate #1, with add alternate #1 including the 1 sandstone coring with rock quality designation and unconfined compressive strength testing and the total base bid including all other geotechnical services work outlined within the RFP. Four qualified geotechnical consultants (American Engineering Testing, Braun Intertec, Chosen Valley Testing, and Terracon) were solicited to provide quotes for the project. Transmitted herewith is the quote received for the project for the City's information and file.

There was one quote submitted by the April 17, 2024 deadline. The other contractors solicited to provide a quote indicated they were too busy to complete the work at this time. The following table summarizes the results of the quote submittal:

Contractor	Total Base Bid	Alternate #1	Total Base Bid + Alternate #1
Chosen Valley Testing, Inc.	\$22,416.00	\$7,000.00	\$29,416.00

The quote appears to conform to the requirements of the RFP and the contractor is qualified to do the work.

If the City of Faribault wishes to award the geotechnical services work to the sole bidder, then Chosen Valley Testing, Inc. should be awarded the geotechnical services work quoted either in the amount of \$22,416.00 for work outlined within the total base bid only, or in the amount of \$29,416.00 for work outlined within the total base bid plus alternate #1.

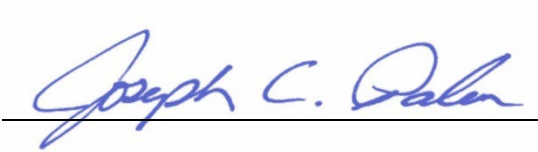
Should you have any questions, please feel free to contact me at Phone: (507) 251-2568 or Email: Joseph.palen@stantec.com

April 17, 2024
Mark DuChene
Page 2 of 2

Reference: Faribault 2024 Utility Improvements Request for Proposals for Geotechnical Services Bid Results

Regards,

Stantec Consulting Services Inc.



Joseph Palen PE
Principal
Phone: 507 529 6036
Jospeh.Palen@stantec.com

Attachment: CVT Geotechnical Proposal - Faribault 2024 Utility Improvements.pdf

Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 1410 7th St. NW • Rochester, MN 55901 • Telephone (507) 281-0968 • Fax (507) 289-2523

Mr. Mark DuChene, PE
City of Faribault
1200 Belview Trail
Faribault, MN 55021
mduchene@ci.faribault.mn.us

April 17, 2024

c/o: Mr. Joseph Palen, PE
Stantec
3800 Highway 52 N, Suite 130
Rochester MN 55901
Joseph.palen@stantec.com

**Re: Proposal for Geotechnical Evaluation
Proposed 2024 Utility Improvements
TH 21/Lyndale Ave, 17th St NE, TH 3/20th St NW, 13th St NW,
Hulett Ave and Cannon Circle
Faribault, Minnesota**

Dear Mr. DuChene,

As requested on your behalf, we have prepared this proposal for geotechnical evaluation for the proposed 2024 Utility Improvements in Faribault, Minnesota. This proposal summarizes our understanding of the tasks and provides costs for completing the services. CVT is very interested in providing services for this project and is experienced with the soils and rock in the area.

Scope

Depths and Locations: It is understood that a base bid work scope of a total of 16 standard penetration borings are requested to depths of 12 to 30 feet. CVT intends to drill to the requested depths or to auger refusal, whichever is achieved first.

The borings will be drilled and sampled in accordance with the American Society for Testing and Materials (ASTM) Method of Test D1586 and D1587 procedures. Topsoil/pavement thicknesses and observed groundwater would be recorded and samples would be taken at 2½ and 5-foot intervals. The borings will be backfilled and sealed according to state regulations.

It is also understood that sandstone is anticipated to be encountered around 10 feet at Soil Boring #4 and that an Alternate #1 work scope with coring of the sandstone is desired at elevation 948 feet for rock quality designation (RQD) and unconfined compressive strength testing. CVT plans to subcontract Glacial Ridge Drilling for sandstone coring.

Laboratory Testing: CVT understands moisture content, dry density, particle size gradation analysis, standard proctor for max dry density and optimum moisture content, Atterberg limits, consolidation analysis, and direct shear tests are requested. We do not believe the consolidation analysis and direct shear tests are necessary for evaluation, so we do not plan to perform these tests. CVT would contact the client for additional authorization if conditions are suspected, which might justify further laboratory testing for analysis, but additional testing is not expected to be necessary.

Logging and Reports: A geotechnical engineering report will be prepared for the project. The report will include the geological background of the work site, description of the encountered soil stratification, penetration test results, groundwater levels (if observed), and laboratory test results, along with geotechnical recommendations for horizontal directional drilling and open cut utility construction. An electronic copy of the report will be provided.

General

Access and Schedule: Based on aerial imagery and the provided site map and plans, the borings are understood to be located in grass areas near overhead powerlines and underground utilities. CVT plans to use off-road drilling equipment to complete the work. This is included in our cost.

It is understood that the City of Faribault will stake and survey the boring locations ahead of the utility locates and drilling. Soil boring locations will be offset as needed to avoid utilities and will need to stay at least 25 feet away from overhead powerlines or utility companies will need to blanket or de-energize lines, which may prevent us from meeting the desired deadlines.

Prior to drilling, Gopher State One Call would be contacted to schedule a utility locate meet to have public utilities located on site. Any private utilities will be the Owner's responsibility for locating prior to our arrival. However, private utilities are not expected to exist within the road right-of-way.

CVT understands we will be responsible for obtaining road right away permits from MN DOT and for providing traffic control. Based on the proposed soil boring locations in grass right-of-way areas off roads, we anticipate work ahead signs and cones will be sufficient for traffic control. This is included in our cost.

Our current schedule will allow us to initiate services within about 4 to 5 weeks of authorization, while also being dependent upon utility locating, weather conditions, holidays, and any other unforeseen conditions which may cause delay. The fieldwork is expected to be completed over 5 days. Preliminary information can usually be made available within a couple weeks after drilling. The lab testing and report typically require an additional 4 to 5 weeks to prepare after drilling.

It is understood that preliminary soil boring logs are desired to be sent to Stantec and the City of Faribault by June 21, 2024, and the geotechnical report is desired to be submitted to Stantec and the City of Faribault by July 12, 2024. CVT intends to meet these deadlines provided notice to proceed is given by April 24, 2024, and while still being dependent upon utility locating, weather conditions, holidays, and any other unforeseen conditions which may cause delay.

Insurance: Our firm carries the normal types of insurances expected to conduct business in our field, at or above the minimums required by law. Certificates of insurance are available on request and can be provided to the client prior to commencement of services.

Costs

CVT will perform the requested work scope on a unit cost basis in accordance with the following tabulation on the next page. A base bid total cost is provided for just auger bored standard penetration borings and then a sub cost is provided below that for the Alternate #1 sandstone coring, RQD, and unconfined compressive strength testing work scope, and below that is the cost for both the Base Bid plus Alternate #1 Work Scopes together. The authorized total cost would not be exceeded without a change in work scope. Any additional services would be applied according to the provided unit costs. Only those services performed will be charged. Standby time for our drill crew is \$500 per hour but would not accrue

until after the client is notified of conditions causing delay.

Base Bid Drilling Scope: 11(SP)x12', 2(SP)x14', 1(SP)x16', 1(SP)x20', 1(SP)x30' or refusal

Unit	QTY.	ITEM DESCRIPTION	UNIT COST	AMOUNT
		Utility Locate Meet Services		
trip	2	Vehicle Trip Charge, per trip	\$100.00	\$200.00
hour	20	One Call, site meet, and coordination	\$100.00	\$2,000.00
		Drilling Services		
day	5	Drill Rig and Support Vehicle, day	\$1,200.00	\$6,000.00
boring	11	Drilling, SP sampling, & Sealing, per 12' or refusal	\$192.00	\$2,112.00
boring	2	Drilling, SP sampling, & Sealing, per 14' or refusal	\$224.00	\$448.00
boring	1	Drilling, SP sampling, & Sealing, per 16' or refusal	\$256.00	\$256.00
boring	1	Drilling, SP sampling, & Sealing, per 20' or refusal	\$320.00	\$320.00
boring	1	Drilling, SP sampling, & Sealing, per 30' or refusal	\$480.00	\$480.00
>15 feet	3	MDH Bore Hole Sealing Record, per boring >15 feet	\$200.00	\$600.00
permit	5	MnDOT Right of Way Permit	\$200.00	\$1,000.00
hour	0	Drill crew standby time, per hour	\$500.00	\$0.00
		Laboratory Services		
lump sum	1	Moisture Content and Pocket Penetrometer, lump sum	\$250.00	\$250.00
test	16	Gradation Particle Size Analysis, per test	\$150.00	\$2,400.00
test	8	Dry Density, per test	\$50.00	\$400.00
test	1	Standard Proctor, per test	\$150.00	\$150.00
test	8	Atterberg Limits, per test	\$100.00	\$800.00
		Geotechnical Engineering Services		
lump sum	1	Logging, Analysis, and Report, lump sum	\$5,000.00	\$5,000.00
Base Bid Total:				\$22,416.00
Alt. #1 - SB-4 Sandstone coring, RQD, & unconfined compressive strength testing:				\$7,000.00
Base Bid + Alternate #1 Total:				\$29,416.00

An invoice will be mailed after the exploration report is completed. Payment for services is then expected within 30 days. Interest will be added to invoices over 30 days.

Remarks

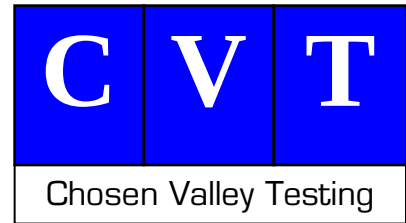
CVT appreciates the opportunity to propose geotechnical services for this project. If you have any questions about our proposal or the arrangements described, please call us at (507) 281-0968.

Sincerely,
Chosen Valley Testing, Inc.



Devin M. Ehler, PE
Geotechnical Engineer

Authorization to Proceed



Proposal for Geotechnical Evaluation

Project: Proposed 2024 Utility Improvements
Faribault, Minnesota

Prepared by: Chosen Valley Testing, Inc.

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc. is hereby authorized.

Authorizing Person:

Signature

Printed Name and Title

Date

Bill To:

GENERAL CONTRACT PROVISIONS

ARTICLE 1 – PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. (“CVT”) shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT’s profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client’s contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT’s control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT’s services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT’s opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT’s Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client’s obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client’s risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT’s written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys’ fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days’ written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

ARTICLE 9 - INSURANCE

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

ARTICLE 10 – TERMINATION OR SUSPENSION

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 11 - INDEMNIFICATION

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 13 - ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 14 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15 - CONFIDENTIALITY

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 16 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 17 - CONTROLLING LAW

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: April 23, 2024
SUBJECT: Approve Memorandum of Understanding with
Community Action Center

Background:

At the February 6, 2024, City Council Work Session, Community Action Center (CAC) presented a proposal to develop emergency and affordable housing on two City-owned lots at 21 and 29 1st Street NW. The City Council agreed to proceed with this proposal and the transfer of the land to CAC. A Memorandum of Understanding was prepared by the City and CAC has added and agreed to the terms. City staff will continue to work with CAC on a timeline for the actual transfer of the property.

Recommendation:

Approve the MOU as presented.

Attachments:

1. Memorandum of Understanding - CAC

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault (the “City”) and Community Action Center and its affiliate Community Action Shelter Associates, Inc (“CAC”).

WHEREAS, the City owns two contiguous parcels of land located on the southeast corner of the intersection of 1st Street NW and 1st Avenue NW as described in **EXHIBIT A** (the “Property”); and

WHEREAS, the City declared the Property as surplus upon the passage of Resolution 2023-066 on March 28, 2023; and

WHEREAS, the City acknowledges that housing challenges exist in the community, including a shortage of affordable workforce housing and emergency short-term housing; and

WHEREAS, CAC has proposed to construct approximately six (6) units of affordable workforce housing (the “Project”), dedicating two (2) of the units to the emergency housing needs of families with children, as generally shown in the preliminary concept drawings attached as **EXHIBIT B**; and

WHEREAS, CAC has been awarded grant funding from the Minnesota Department of Human Services towards the construction costs of the Project, and will provide the remaining funding needs with financing, grants, and fundraising efforts; and

WHEREAS, CAC presented their proposal for the Project to the City at the City Council Work Session on February 6, 2024, and requested that the City donate the land to CAC as a local government contribution to the Project; and

WHEREAS, the City is agreeable to transferring the Property to CAC for the construction of the Project to help provide affordable workforce housing and emergency short-term housing.

NOW, THEREFORE, the City and CAC agree to the following terms and conditions of this MOU:

1. The City will prepare a purchase agreement and applicable conveyance documents and execute a deed, transferring the Property at no cost to CAC. The deed shall include a reversionary clause, returning the Property to the City, should CAC not construct the Project, or an alternate development addressing housing needs, acceptable to the City.
2. CAC will prepare and submit the necessary land use and zoning applications to facilitate the construction of the Project on the Property. These may include, but are not limited to, administrative subdivision, platting, rezoning, and conditional use permit.
3. CAC will prepare final development plans for the Project and submit to the City for approval.
4. CAC shall be responsible for applying for all permits required for the construction of the Project, and shall be responsible for all permit costs and fees.
5. CAC will begin construction on all or part of the Project no later than April 1, 2026
6. CAC shall complete all construction of the Project no later than December 31, 2027, unless otherwise agreed to by the City.
7. The City's sole contribution to the Project shall be the donation of the Property to CAC. All other development costs associated with the Project shall be the responsibility of CAC.

CITY OF FARIBAULT, MINNESOTA
A Municipal Corporation

By _____
Mayor

By _____
City Administrator

Dated: April 23, 2024

COMMUNITY ACTION CENTER and
Community Action Shelter Associates, Inc
A Nonprofit Corporation(s)

By _____
Executive Director

Dated: _____, 2024

PREPARED BY:
City of Faribault - Administration
208 1st Avenue NW
Faribault, MN 55021
(507) 333-0355

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION according to the plat thereof, on file at the County Recorder's office, Rice County, Minnesota

and

The East Sixty feet (60') of Lot Four (4) and the East Sixty feet (60') of the North Thirty-Four feet (34') of Lot Five (5), in Block Seventy-Seven (77) of the Original Town of Faribault, Rice County, Minnesota

Abstract Property

EXHIBIT B

Project Concept Development Plan





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-080 Establish a City of Faribault Authorized Community Festival/Event and Approve Hold Harmless and Indemnification Agreement

Background:

The Golf Box LLC, will be hosting an event in Public Parking Lot #11 that will include live music. They have requested to close the parking lot to expand their premises to allow for music and alcohol to be served. This area is compact and contiguous to their licensed premise. This event is open to the public and is a community event. Since the event will be held on City-owned property, The Golf Box will be required to sign a Hold Harmless and Indemnification Agreement and adhere to all City and State regulations.

Recommendation:

Approve Resolution 2024-080

Attachments:

1. Resolution 2024-080 Establish City of Faribault Authorized Community Festival/Event
2. Hold Harmless-Indemnification-The Golf Box

CITY OF FARIBAULT

RESOLUTION #2024-080

ESTABLISH A CITY OF FARIBAULT AUTHORIZED COMMUNITY FESTIVAL/EVENT

WHEREAS, The Golf Box is hosting an event on Saturday, May 17th, 2024 in Public Parking Lot #11; and

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

WHEREAS, this event is open to the Community as a community event; and

WHEREAS, Section 4-8 of the Faribault Code of Ordinances provides liquor can be served at Community Festivals/Events with Council permission.

NOW, THEREFORE BE IT RESOLVED, that The Golf Box be allowed to expand their premise for an Event that is open to the public on Saturday, May 17th, 2024.

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this 23rd day of April, 2024 by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and The Golf Box, 409 Central Ave. N., Faribault, MN.

Recitals

WHEREAS, The Golf Box has been deemed a community celebration and has requested to expand their premise into Public Lot #11, behind 409 Central Ave N; and

WHEREAS, The Golf Box has requested that the City allow it to sell intoxicating liquor outdoors at an event being held in Public Lot #11, behind 409 Central Ave N., on May 17, 2024 (the “Event”); and

WHEREAS, the City has agreed to authorize The Golf Box to sell intoxicating liquor at the Event, subject to The Golf Box providing insurance and assuming liability for its activities associated with the Event, and complying with the specific rules applicable; and

NOW, THEREFORE, in consideration of the City’s actions described above, the parties agree as follows:

AGREEMENT

1. The Golf Box agrees to follow all ordinances, rules and regulations of the City of Faribault and the State of Minnesota regarding its use of the identified City facility and its sale of intoxicating liquor at the Event.
2. The Golf Box shall ensure that all intoxicating liquor that it dispenses is dispensed and consumed within area that is designated.
3. Prior to the Event, The Golf Box shall provide the City for its review and approval a certificate of insurance evidencing that it has general liability and liquor liability insurance for the Event. The City shall be named as an additional insured with respect to these policies.
4. In addition to the required insurance coverage, The Golf Box shall defend, indemnify and hold harmless the City of Faribault, its officials, employees, contractors and agents (collectively, the “City”) from and against any and all claims, damages, losses, or expenses including attorneys’ fees, which the City may suffer or for which the City may be held liable with respect to the activities authorized by the City pursuant to this Agreement, including the dispensing of intoxicating liquor.

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Jessica L. Kinser
Its: City Administrator

THE GOLF BOX

By:  _____
00E915FF014F49D...
Its: owner



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-081 Approve Memorial Day Parade Street Closures and Use of Central Park

Background:

The Rice County Central Veterans Association will be holding the Memorial Day Parade on Monday, May 27, 2024, honoring our Armed Forces and those who have sacrificed for our freedom. They plan to use the same route as they have used in previous years, which is Central Avenue from Division Street to Sixth Street NW and Sixth Street from Central Avenue to Third Avenue NW. The parade line-up will be at 9:45 a.m. and the parade will run between 10:00 a.m. and 11:00 a.m.

The Veterans Association is also asking for the use of Central Park from 7:00 AM to 1:00 PM. They will be using Central Park for a program after the parade and are asking for all parks fees to be waived. The time of use allows for preparation and cleanup for the program.

Recommendation:

Approve Resolution 2024-081 as requested

Attachments:

1. Resolution 2024-081 Approve Memorial Day Parade Street Closures and Use of Central Park
2. Memorial Day Parade Request

CITY OF FARIBAULT

RESOLUTION #2024-081

APPROVE MEMORIAL DAY PARADE STREET CLOSURES AND USE OF CENTRAL PARK

WHEREAS, the Rice County Central Veterans Association is hosting its annual Memorial Day Parade and Program on Monday, May 27, 2024; and

WHEREAS, they plan to have the Memorial Day Parade at 10:00 AM on May 27, 2024, with a program following at Central Park; and

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

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

NOW, THEREFORE BE IT RESOLVED, that Central Avenue from Division Street to Sixth Street NW and Sixth Street from Central Avenue to Third Avenue NW will be closed from 9:45 AM to 11:00 AM for the Memorial Day Parade on Monday, May 27, 2024; and

ALSO, BE IT RESOLVED, that Central Park will be used from 7:00 AM to 1:00 PM for a program following the Memorial Day Parade with all fees waived.

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator

MEMORIAL DAY PARADE 2024

Greetings,

Once again, we are hoping your club or organization will participate in our Annual Memorial Day Parade honoring our Armed Forces and those who have given their lives for our benefit.

A place is being tentatively reserved for you and we hope you will be part of the parade again this year. Please plan to assemble by 9:45 am sharp on Monday, May 27, in the Central Avenue – Division Street vicinity. You will receive your assigned position and instructions at that time. The parade will start at 10:00 am sharp.

The parade route is the same as past years – proceeding north on Central Avenue to 6th Street and then west to Central Park.

Parade and traffic officials will be in the staging area to assist in the lineup.

Your support in making this an outstanding tribute in memorial to those who have sacrificed for our freedom is truly appreciated.

Please RSVP to Paul Johnson, Central Veterans Association Vice President and Parade Chairman at (507) 384-1004.

In case of inclement weather please call American Legion Post 43 at (507) 334-8784 or listen to KDHL AM Radio 920.

THANKS FOR YOUR SUPPORT!



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-082 Accept Donations to the Parks and Recreation Department

Background:

Donations are received on behalf of the Faribault Parks and Recreation Department. These monetary donations are received to support existing programs and to provide enhancements to the City of Faribault Parks and Recreation Department.

This is a request to accept the following donations for the designated areas:

Safety Camp:

Southern Heights Dental Group	\$250.00
Elks Club No. 1166	\$250.00
Faribault Policemen's Benefit Assn.	\$250.00
Moose Lodge #2098	\$500.00
Compeer Financial	\$500.00

Parks - Arbor Day Tree:

Scandinavia Club	\$250.95
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Recommendation:

Approve Resolution 2024-082 Accept Donations to the Parks and Recreation Department in the amount of \$2,000.95.

Attachments:

1. Resolution 2024-082 Accept Donations to Faribault Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2024-082

ACCEPT DONATIONS TO THE PARKS AND RECREATION DEPARTMENT

WHEREAS, Faribault Parks and Recreation Department is responsible for providing programs and leisure activities to the City and surrounding townships; and

WHEREAS, businesses and individuals would like to donate to the Faribault Parks and Recreation Department; and

WHEREAS, Faribault Parks and Recreation Department received the following donations to be used towards the designated areas;

Safety Camp

Southern Heights Dental Group	\$250.00
Elks Club No. 1166	\$250.00
Faribault Policemen's Benefit Assn.	\$250.00
Moose Lodge #2098	\$500.00
Compeer Financial	\$500.00

Parks – Arbor Day Tree

Scandinavia Club	\$250.95.
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NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$2,000.95 for the designated areas.

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-083 Approve Street Closure for Golf Box Community Event

Background:

The Golf Box, 409 Central Ave., will be holding a community event with live music on May 17, 2024. They are requesting the closure of City Public Parking Lot #11 and the alley adjacent to the parking lot from 7pm-10pm for the event. A map highlighting the proposed closed area is attached.

Recommendation:

Approve Resolution 2024-083

Attachments:

1. Resolution 2024-083 Approve Street Closure for Golf Box Community Event
2. Location Map
3. Street Closure Application

CITY OF FARIBAULT

RESOLUTION #2024-083

APPROVE STREET CLOSURE APPLICATION FOR GOLF BOX COMMUNITY EVENT

WHEREAS, the Golf Box will be hosting a community event on May 17, 2024;
and

WHEREAS, the Faribault City Council is supportive of this event; and

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

NOW, THEREFORE, BE IT RESOLVED, City public parking lot number 11 and the alley adjacent to the parking lot will be closed from 7pm-10pm on May 17, 2024 for a community event.

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

City Public Parking Lot #11





Street Closure Application

(I) (we) hereby request consideration for closure of

Public Lot #11 Behind 409 Central Ave
Street Address

between

Central Ave N
(Street Name)

and

1st Ave N.E.
(Street Name)

for

Live Music Nashville Country Singer
(description of event) "Cory Farley"

between the hours of

7:00 p.m. and 10:00 p.m. on Date: 5/17/24

Applicant information:

Name:

Darryl Laube

Address:

2429 Woodland Drive, Faribault

Phone:

952-237-6125

2nd Contact person:

Name:

Alicia Laube

Address:

2429 Woodland Dr. Faribault

Phone:

952-237-6126

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

This application has been reviewed and approved on: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-084 Declare Public Works Equipment Surplus Property

Background:

The Public Works Department has several pieces of equipment that are outdated, have been replaced by other pieces of equipment and are no longer needed. A list of the equipment is as follows:

- Two straight blade plows.
- One loader v-plow.
- One loader tooth bucket.
- One loader roll-out bucket.

Staff is proposing to declare the equipment as surplus and sell the items on GovDeals.

Recommendation:

Approve Resolution 2024-084

Attachments:

1. Resolution 2024-084 Declare Public Works Equipment Surplus Property

CITY OF FARIBAULT

RESOLUTION #2024-084

DECLARE PUBLIC WORKS EQUIPMENT SURPLUS PROPERTY

WHEREAS, the City of Faribault has items needed to operate each City Department; and

WHEREAS, when items are out dated or need replacement they must be disposed of in accordance with State Law; and

WHEREAS, any revenue generated from the sale of items will be deposited into the City of Faribault General Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Faribault City Council declares two straight blade plows, one loader v-plow, one loader tooth bucket and one loader roll-out bucket as surplus, and authorizes the sale of the items on GovDeals.

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-087 Approve Appointment of Board and Commission Members

Background:

Due to resignations on the Library Advisory Board and the Heritage Preservation Commission, there are vacant seats. At the April 16, 2024, City Council Work Session, the Council reviewed a number of applications for the vacant seats. It was the consensus of the Council to move forward with appointing Susan Powell to the Heritage Preservation Commission and Jay Welborn to the Library Advisory Commission.

Recommendation:

Approve Resolution 2024-087

Attachments:

1. Resolution 2024-087 Approve Appointment of Board and Commission Members

CITY OF FARIBAULT

RESOLUTION #2024-087

APPROVE APPOINTMENT OF BOARD AND COMMISSION MEMBERS

WHEREAS, there exist numerous vacancies for boards and commissions for the City of Faribault; and

WHEREAS, the City received applications from individuals interested in serving on these boards and commissions; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby appoints the following individuals to the listed board or commission with the date of term expiration as identified:

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Welborn, Jay	Library Advisory Board	1/31/2025
Powell, Susan	Heritage Preservation Commission	1/31/2026

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: April 23, 2024
SUBJECT: Approve a Letter of Support for Progressive Rail's CRISI Grant Application

Background:

In late 2022, the City Council approved a letter of support for Progressive Rail's grant application to rehabilitate part of the Canadian Pacific rail line (also known as the Comus line) serving from north of County Road 9, through the Northern Industrial Park, to the old Faribault Foods plant. Progressive Rail leases this portion of the line from Canadian Pacific. The proposed rail rehabilitation scored high but not high enough to receive funding in 2023.

Progressive Rail is now applying for a 2024 Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant to improve freight rail safety, efficiency, and reliability in Faribault and requests a letter of support from the City of Faribault (see the attached letter of support). It is in the City's and Progressive Rail's best interest to cooperate on matters of mutual interest, including rail improvements, rail crossings, and the like.

Recommendation:

Approve the attached letter of support for Progressive Rail's CRISI grant application.

Attachments:

1. City of Faribault Letter of Support for Progressive Rail's 2024 CRISI Grant Application
2. Progressive Rail's Request for Letter of Support



April 23, 2024

Honorable Amit Bose
Administrator
Federal Railroad Administration
1200 New Jersey SE
Washington, DC 20590

RE: Progressive Rail Letter of Support – 2024 CRISI Grant

Honorable Amit Bose:

Progressive Rail applied for a 2024 Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant to improve freight rail safety, efficiency, and reliability in Faribault, Minnesota. Strengthening Faribault's rail infrastructure is critical to meet the needs of our existing and future industries that depend on rail service.

The City of Faribault strongly supports Progressive Rail's CRISI Grant application. We look forward to coordinating with Progressive Rail on the proposed rail improvements and other rail-related issues and opportunities, including safe rail crossings at trails and roads.

The Faribault City Council approved this letter of support at a regular meeting of the City Council on April 23, 2024.

Faribault City Council

Kevin F. Voracek

Attest:

Jessica L. Kinser, City Administrator



PULLING FOR AMERICA

Progressive Rail Inc. Letter of Support – 2024 CRISI Grant

To our valued Partner:

Progressive Rail is respectfully enlisting a written letter of support from your business to include in our 2024 Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant application. This grant program provides funding for rail projects that improve the safety, efficiency, and reliability of freight rail. The CRISI Grant would assist Progressive Rail by further strengthening our rail infrastructure for heavier payload capacity and longer trains.

Letters of support describing how your business has benefited from rail transportation are a key building block in Progressive Rail's efforts to earn a CRISI Grant. Below are a few bullet points to assist with the crafting of your letter of support.

- [1] PGR is a key team member in your city's Industrial Development Initiatives.
- [2] Our organizations have always worked well together on local government initiatives and opportunities to collaborate to improve upon the overall quality of life in our community.
- [3] Progressive Rail helps to bring in jobs, tax revenue, buys local, and supports your city.
- [4] Progressive Rail has always been available for special requests for local nonprofit groups, such as Boy Scouts of America, Operation Lifesaver, American Heart Association, and so much more!
- [5] Progressive Rail aggressively promotes commerce, connectivity, and community engagement.

All letters of support can be addressed to the FRA Administrator as listed below:

Honorable Amit Bose
Administrator
Federal Railroad Administration
1200 New Jersey SE
Washington, DC 20590

Please return letters of support by May 15th, 2024, so they can be included with our grant application. Letters can be sent via email to GrantLetter@ProgressiveRail.com

We sincerely appreciate all your help in supporting Progressive Rail's CRISI grant application. We believe that with this grant we will be able to move forward stronger together.

Dave Fellon – President
Progressive Rail Inc.
612-791-3255



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-085 Approve Plans and Specifications and Establish Bid Date for 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03

Background:

The attached resolution approves the construction plans and specifications for the proposed 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03 project including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk construction, bituminous paving, turf restoration and related improvements.

The streets proposed to be included in this project are as follows:

Westwood Drive (Highland Place to 8th Street SW)
 8th Street SW* (Westwood Drive to Prairie Avenue)
 *Sidewalk construction only.

The improvements were formally ordered by the City Council on March 26, 2024, upon the passage of Resolution 2024-059, following the Public Hearing. After the improvements were ordered, the Engineering Department finalized the plans and specifications in preparation of bidding for the improvements.

The preliminary total estimated cost of the improvements, including 5% contingency and 15% engineering, is \$2,559,755.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 1,285,640.00	50.2%
Water Utility Fund (601)	\$ 402,280.00	15.8%
Sanitary Sewer Utility Fund (602)	\$ 318,405.00	12.4%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 552,425.00</u>	<u>21.6%</u>

Total	\$ 2,559,755.00	100.0%
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The attached resolution also establishes a bid date of May 21, 2024, for the project. Construction is scheduled to begin in June, with substantial completion by the end of October 2024.

Recommendation:

Approve Resolution 2024-085 Approve Plans and Specifications and Establish Bid Date for Westwood Drive Reconstruction Improvements, Contract 2024-03

Attachments:

1. Resolution 2024-085 Approve Plans and Specifications and Establish Bid Date for 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03
2. (2024-03) Plans Cover Sheet
3. (2024-03) Specifications Cover Sheet

CITY OF FARIBAULT

RESOLUTION #2024-085

APPROVE PLANS AND SPECIFICATIONS AND ESTABLISH A BID DATE FOR 2024 WESTWOOD DRIVE RECONSTRUCTION IMPROVEMENTS - CONTRACT 2024-03

WHEREAS, Resolution 2024-059, adopted on March 26, 2024, following a Public Hearing, ordered the improvements for the proposed 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03 project, and;

WHEREAS, the project includes removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk construction, bituminous paving, turf restoration and related improvements on the following streets:

Westwood Drive	(Highland Place to 8 th Street SW)
8 th Street SW*	(Westwood Drive to Prairie Avenue)

*Sidewalk construction only.
And;

WHEREAS, said resolution also ordered the preparation of the plans and specifications for said improvements, and;

WHEREAS, the total cost of the improvements is estimated to be \$2,559,755.00, and;

WHEREAS, plans and specifications for the improvements have been prepared by the City Engineering Department.

NOW, THEREFORE BE IT RESOLVED, plans and specifications for the proposed 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03 project, prepared by the City Engineering Department, are hereby approved.

ALSO, BE IT RESOLVED, a bid opening date of May 21, 2024, is hereby established for the 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03 project.

Date Adopted: April 23, 2024

Faribault City Council

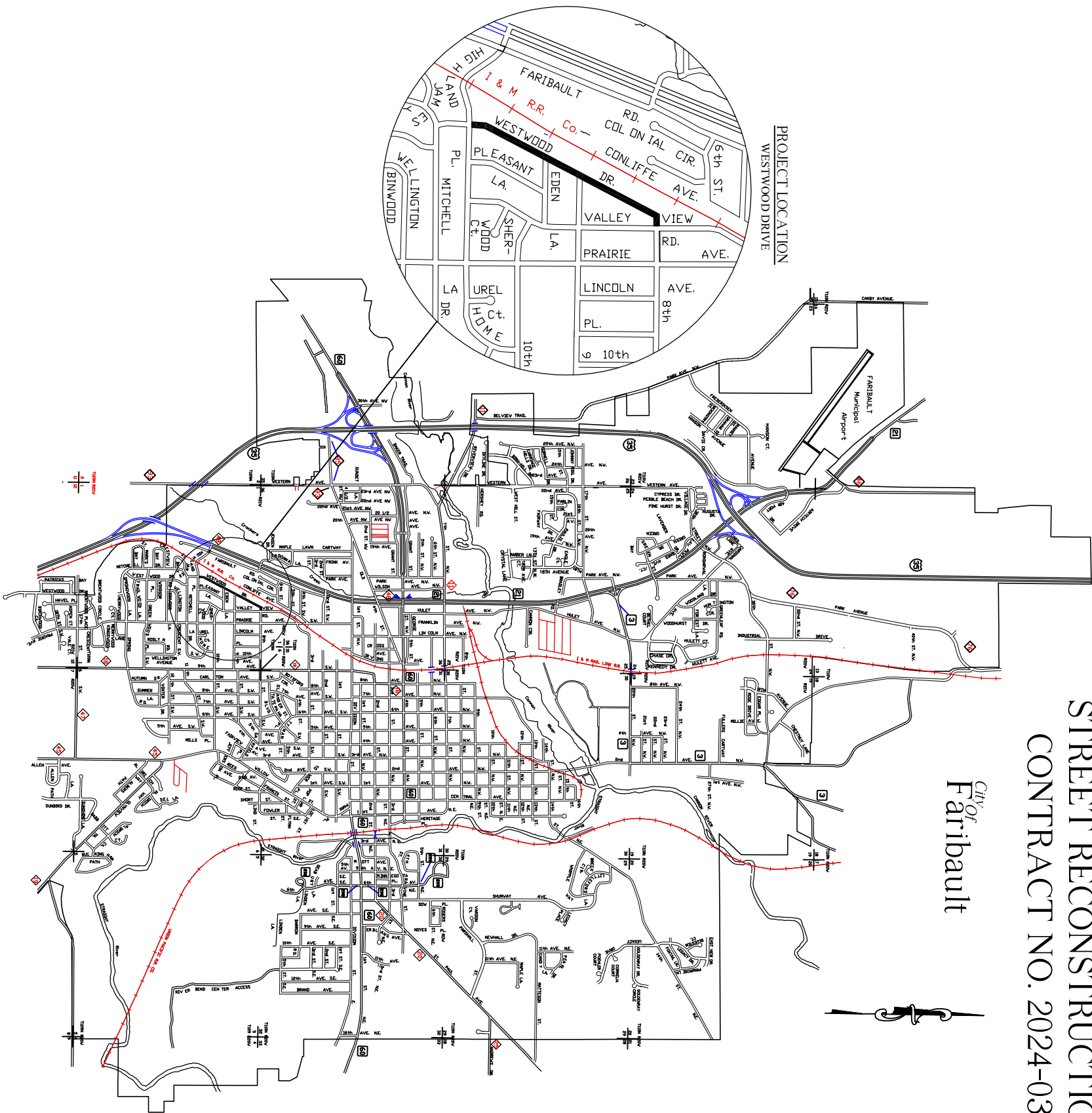
Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

2024 WESTWOOD DRIVE
STREET RECONSTRUCTION
CONTRACT NO. 2024-03

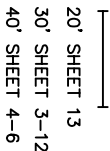
City of
Faribault



INDEX OF SHEETS	
SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2-3	TYPICAL SECTIONS/CONSTRUCTION DETAILS
SHEET NO. 4-6	REMOVALS/EXISTING CONDITIONS
SHEET NO. 7-13	PLAN & PROFILE VIEW
SHEET NO. 14-17	CROSS SECTION VIEW
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SHEET NO. 22	SWPPP PROJECT INFORMATION
SHEET NO. 23	SOILS MAP
SHEET NO. 24	NARRATIVE/CONSTRUCTION DETAILS

THIS PLAN CONTAINS 24 SHEETS

SCALES



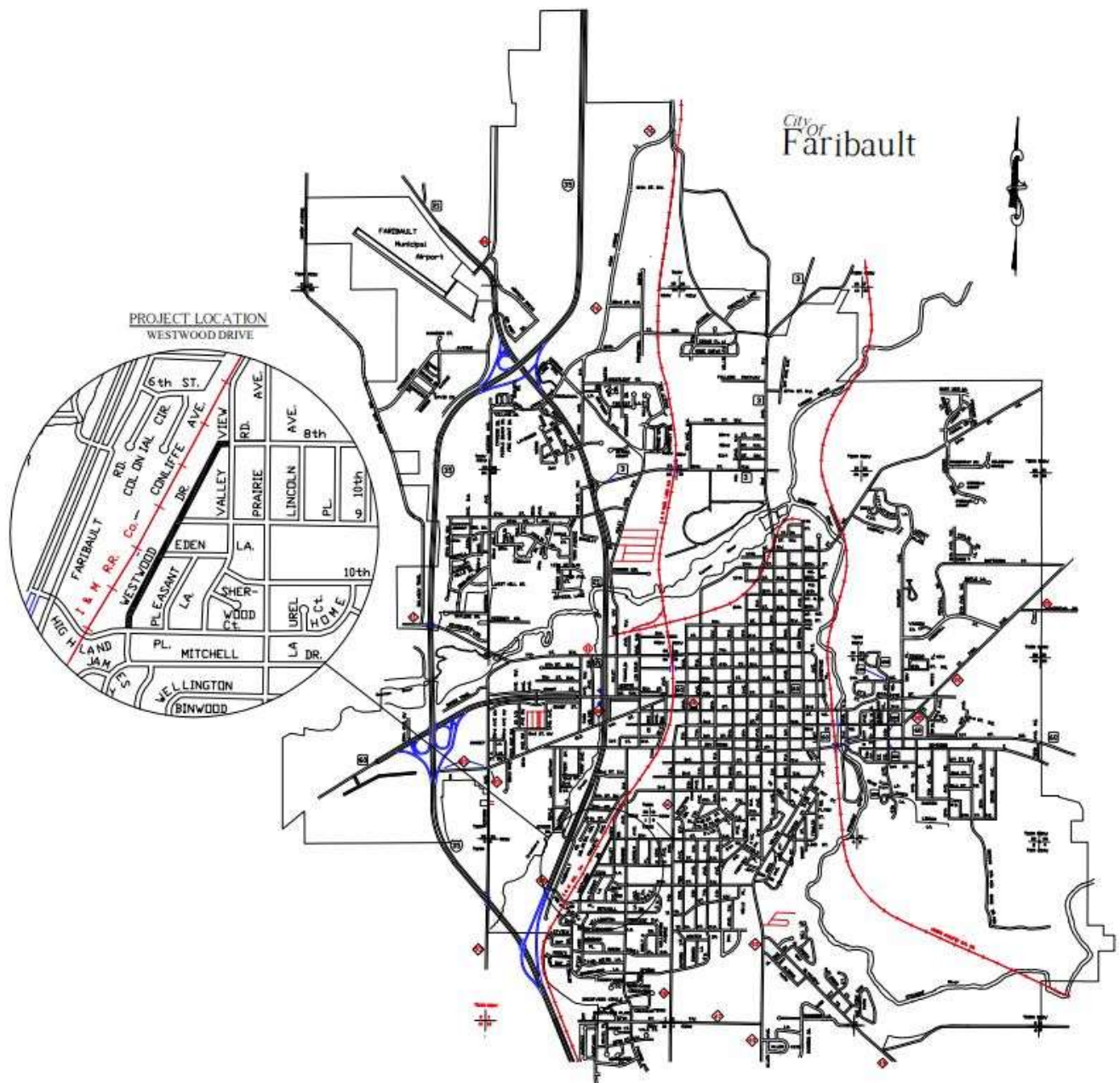
GOVERNING SPECIFICATIONS

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2020 EDITION, THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS – 2023 EDITION, AND THE SPECIAL PROVISIONS.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

CITY ENGINEER

	2024-03 STREET RECONSTRUCTION	DESIGN BY: TJQ	DRAWN BY: TJQ	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. MARK W. DUCHENE, P.E. LIC. NO. 48594 DATE 4-19-2024
	WESTWOOD DR.	CITY CONTRACT: 2024-03		
	TITLE SHEET & LOCATION MAP	DATE: APRIL, 2024		
PLAN: D-3052	SHEET 1 OF 24			



CONTRACT: 2024-03

PROJECT: 2024 WESTWOOD DRIVE STREET RECONSTRUCTION

BID DATE: MAY 21, 2024 11:00 A.M.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.



Mark W. DuChene, City Engineer

LIC. NO. 46594 DATE 4-19-2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community & Economic Development Director
MEETING DATE: April 23, 2024
SUBJECT: Ordinance 2024-4 Approve a Zoning Map Amendment for 15 3rd Ave SW (Second Reading)

Background:

At its April 9, 2024, meeting, the City Council approved the first reading of Ordinance 2024-4, which rezones 15 3rd Ave SW from P-I, Public Institutional, to C-2, Highway Commercial. City Staff received no comments nor made any substantive changes to the ordinance since its first reading. The Council should now act on the second reading of the ordinance.

Recommendation:

Approve Ordinance 2024-4 (Second Reading)

Attachments:

1. Ordinance 2024-4 Approve a Zoning Map Amendment for 15 3rd Ave SW

**CITY OF FARIBAULT
ORDINANCE No. 2024-4**

APPROVE A ZONING MAP AMENDMENT FOR 15 3RD AVE SW

WHEREAS, Corey Newby (the “Applicant” and “Owner”) requests a zoning map amendment changing the zoning district of property at 15 3rd Ave SW, from P-I, Public Institutional, to C-2, Highway Commercial, depicted and legally described as BLOCK 4 OF SOUTHERN ADDITION; and

WHEREAS, City Staff reviewed the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on March 18, 2024, following proper notice, held a public hearing regarding the Applicant’s request; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended denial of the Applicant’s request to rezone the property from P-I, Public Institutional to C-2, Highway Commercial and recommended C-1, Neighborhood Commercial; and

WHEREAS, upon review of the combined recommendation and report from the Planning Commission at a regular City Council meeting, the City Council disagreed with the findings of the Planning Commission and found in favor of the Applicant’s request, per the following findings as required for any zoning amendment by Section 2-180 of the City’s Unified Development Ordinance:

- 1. Criteria: Whether the amendment is consistent with the applicable policies of the City’s Land Use Plan.**

Finding: A comprehensive plan amendment is associated with this rezoning request. The Applicant's requested land use map amendment in the comprehensive plan is from Institutional to Commercial, and the requested C-2 will be consistent with this designation.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: The continued use of the subject property is in the public interest and not solely for the benefit of the property owner. The subject property has a National Register building and a larger institutional building that makes sense for adaptive reuse instead of demolition. Having an active owner and tenant for the property will likely result in further investment in the existing buildings, preserving their established character within the neighborhood. The City supports finding a compatible use for the property and sees the uses found in C-2 as compatible with the neighborhood.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed zoning amendment will change 15 3rd Ave SW from P-I, Public Institutional, to C-2, Highway Commercial. C-2 is found across the road from residential properties elsewhere in the city. Development standards related to the re-development or adaptive reuse of the subject property under C-2 will limit the amount of impact on adjacent properties.

4. Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The current P-I zoning of the subject property is intended for institutional uses, which is highly unlikely to continue happening on this property going into the future. The list of conditional uses allowed in P-I does not allow a great deal of flexibility for uses aside from institutional or institutionally related uses.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The current use of the property as institutional is changing, regardless of a change in zoning, and the zoning of the property should allow for some use of the property. Commercial use of the subject property can make sense and C-2 zoning would allow flexibility on the property's future.

WHEREAS, the City Council conducted the first reading of this ordinance on April 9, 2024, and the second reading of this ordinance on April 23, 2024; and

WHEREAS, based on City Staff's report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council concurred with the findings of the Planning Commission as stated in the above recitals and made identical findings; and

WHEREAS, pursuant to Minn. Stat. § 462.357, the City Council may by ordinance amend the zoning ordinance and zoning district boundaries, as depicted on an adopted zoning map.

NOW, THEREFORE, THE CITY OF FARIBAUT ORDAINS:

Section 1. Findings and Incorporation of Recitals and Exhibits. The recitals and exhibits in this ordinance and attached exhibits are incorporated into this ordinance, and, where applicable, constitute Faribault City Council's findings.

Section 2. Amendment. The Official Zoning Map of the City of Faribault is hereby amended to rezone the subject property legally described above and graphically depicted in Exhibit A to C-2, Highway Commercial. The effective date of the rezoning shall be as outlined in Section 5 of this resolution.

Section 3. Official Zoning Map. The Official Zoning Map of the City of Faribault shall not be re-published to show the aforesaid rezoning, but the City Planner shall appropriately mark the Official Zoning Map on file with the Department of Community and Economic Development to indicate the rezoning.

Section 4. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 5. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

First Reading: April 9, 2024

Second Reading: April 23, 2024

Publication Date: April 30, 2024

Faribault City Council

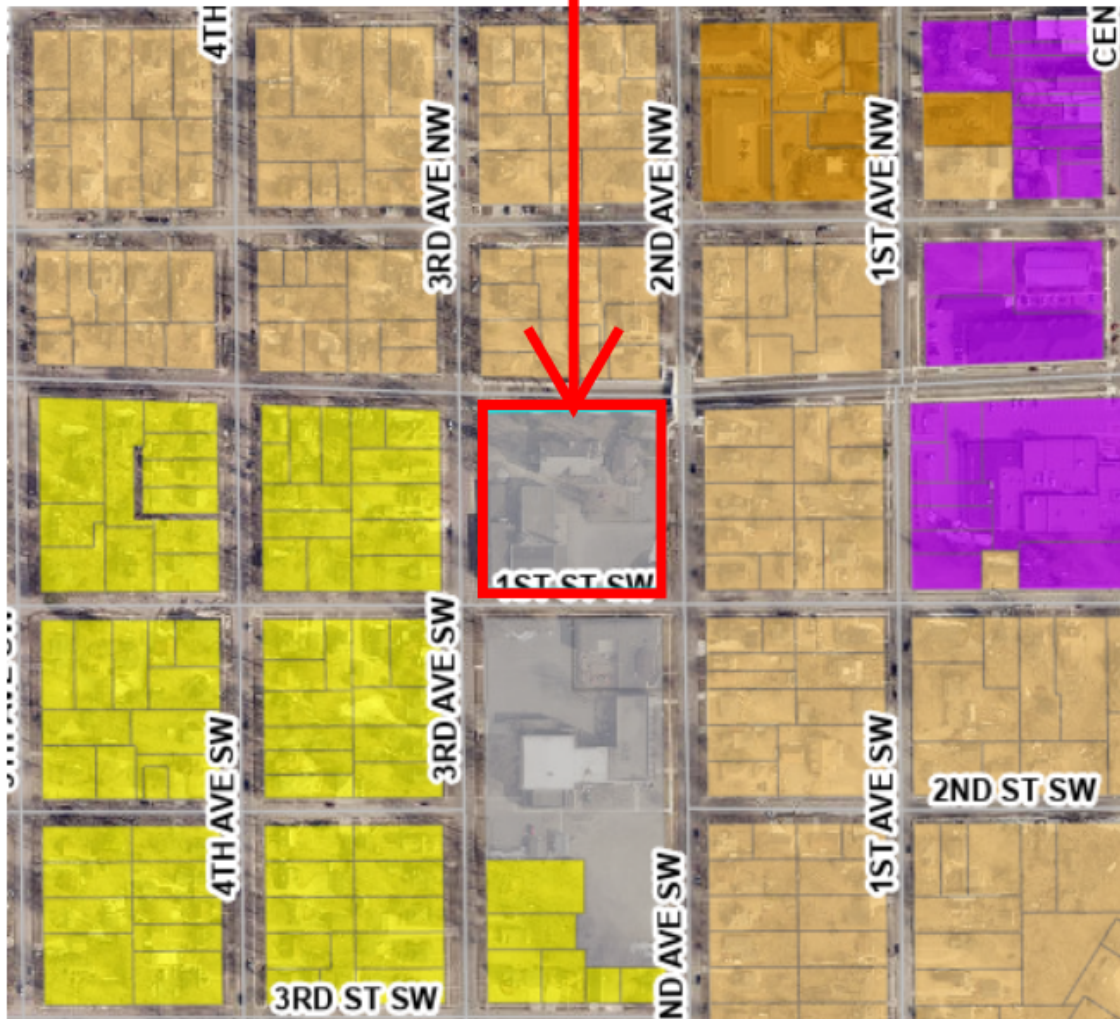
Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A
Zoning Map Amendment Diagram

Proposed C-2, Highway Commercial





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community & Economic Development Director
MEETING DATE: April 23, 2024
SUBJECT: Summary Publication of Ordinance 2024-4

Background:

Ordinance 2024-4 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the entire ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the ordinance's title, intent, and effect. The summary must also state that the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2024-4.

Recommendation:

Approve the attached summary publication of Ordinance 2024-4.

Attachments:

1. Ordinance 2024-4 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2024-4

APPROVE A ZONING MAP AMENDMENT FOR 15 3RD AVE SW

On April 23, 2024, the Faribault City Council adopted Ordinance 2024-4 approving a zoning map amendment for 15 3rd Avenue SW to C-2, Highway Commercial. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: April 9, 2024

Second Reading: April 23, 2024

Publication: April 30, 2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community & Economic Development Director
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-088 Approve a Conditional Use Permit for Development in the Shoreland Management Overlay District at 3040 Hwy 60 W

Background:

Blake Matejcek, of BEM Holdings LLC, owner of the Matejcek Implement site, requests a CUP amendment and site plan approval for an approximately 5,000 square foot building addition on the southeast side of the current Matejcek Implement building located at 3040 Highway 60 W. The property is zoned C-2, Highway Commercial and within the Shoreland Management Overlay District.

The Planning Commission reviewed this application on April 15, 2024 and unanimously recommended approval with conditions based on the attached staff report and findings.

Recommendation:

Approve Resolution 2024-088

Attachments:

1. Resolution 2024-088 Approve a Conditional Use Permit for Development in the Shoreland Management Overlay District at 3040 Hwy 60 W
2. PC Staff Report

CITY OF FARIBAULT

RESOLUTION #2024-088

**APPROVE A CONDITIONAL USE PERMIT FOR DEVELOPMENT IN THE
SHORELAND MANAGEMENT OVERLAY DISTRICT AT 3040 HWY 60 W**

WHEREAS, Blake Matejcek, Property Owner and Applicant (the "Owner") has applied for a conditional use permit for development in the Shoreland Management Overlay District to allow the construction of a building addition for Matejcek Implement at 3040 Hwy 60 W (the "Property") legally described in Exhibit A; and

WHEREAS, the Shoreland Management Overlay District requires a conditional use permit for farm and construction equipment sales in the district; and

WHEREAS, the property previously obtained a conditional use permit through Resolution 2008-112 for a previous expansion to the building; and

WHEREAS, City Staff notified the Minnesota Department of Natural Resources of the conditional use permit request on March 21, 2024 and received feedback on March 25, 2024; and

WHEREAS, the proposed site plans for the building addition are consistent with the provisions of the City's Shoreland Management Overlay District; and

WHEREAS, the Planning Commission, on April 15, 2024, following proper notice, held a public hearing regarding the conditional use permit application; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the conditional use permit request based on the following findings as required by Section 2-300 of the City's Unified Development Ordinance:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Finding: The proposed building addition in the Shoreland Management Overlay District will partly replace an existing building section at a new location further from the lakeshore and further from the adjoining Interstate 35 right of way. The plans do not impact public health, safety, comfort, convenience, or general welfare of adjacent properties and are consistent with the provisions of the City's Unified Development Ordinance.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Finding: The conditional use proposal moves development farther away from MN DOT right-of-way and the ordinary high water level of Wells Lake. The proposed development plan does not impair the enjoyment of other property in the vicinity and will not impede normal and orderly development for permitted uses on adjoining properties.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The proposed development plans show a building addition that looks similar to the existing building and is therefore compatible with existing development on site and with the character of the surrounding area.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Finding: The proposed development will be separated from neighboring properties and will result in a greater setback from the MN DOT right-of-way than what currently exists.

5. The conditional use will not substantially diminish the value of neighboring properties.

Finding: The proposed development adds value to the subject site and is highly unlikely to substantially diminish the value of neighboring properties due to the expansion looking similar to the existing building. The addition will not substantially increase floor area above the current building layout.

6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.

Finding: Public sewer, water, and all other applicable municipal services serve the Property included in the conditional use permit.

7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

Finding: The proposed building addition will not create new demands for facilities and services at public cost. Additionally, the investment into the property will be helpful to the economic welfare of the community and therefore not a detriment.

8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

Finding: The proposed building addition will increase separation from the Interstate 35 right of way which can allow for improved on-site circulation. The proposal will not significantly impact traffic on public streets as the new addition does not substantially increase the amount of traffic.

9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.

Finding: The proposed development in the Shoreland Management District will be in previously developed areas devoid of natural vegetation. There are no historic features on this site.

10. The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.

Finding: The City's Land Use Plan guides the subject property for commercial development and is therefore compliant with the City's Land Use Plan.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

Finding: The proposed development is consistent with C-2 setbacks and other City Code requirements applicable to this site.

WHEREAS, the Planning Commission further found approval of the requested conditional use permit is appropriate with the following additional findings as required by Section 13-710 (E) (2) of the City's Unified Development Ordinance:

1. A thorough evaluation of the water body and the topographic, vegetation and soils conditions on the site must be made to ensure the prevention of soil erosion or other possible pollution of public waters, both during and after construction.

Finding: The development will result in a greater structural separation from the lakeshore than presently exists, so soil erosion impacting public waters will be improved. City staff will review a grading plan and other detailed, construction-level drawings at the time of building permit to verify proper erosion control measures are proposed.

2. The visibility of structures and other facilities as viewed from public waters is limited.

Finding: The proposed site of the building addition in this case will not be directly visible from the lake and is therefore adequately limited.

3. The site is adequate for water supply and is served by municipal sewer services.

Finding: Municipal water and sewer services serve the subject property.

4. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.

Finding: The use of the site as a commercial retailer for farm and construction equipment does not generate any watercraft use, nor has adequate infrastructure to facilitate watercraft arrival or departure.

WHEREAS, the City Council held a public meeting on April 23, 2024, to consider the conditional use permit request; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council concurs with the written findings of the Planning Commission and makes identical findings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARIBAULT, MINNESOTA, AS FOLLOWS:

Section 1: Approval of a Conditional Use Permit. The City Council hereby repeals Resolution 2008-112 and replaces it with this resolution which approves the conditional use permit request at Matejcek Implement, 3040 Hwy 60 W, to construct a new building addition on an existing commercial facility in the Shoreland Management Overlay District consistent with the provisions of the City's Unified Development Ordinance.

Section 2: Conditions Attached to the Approval of the Conditional Use Permit. The conditional use permit includes the following conditions:

1. Before beginning construction on the proposed building addition and associated site improvements, the Owner must obtain all required permits.
2. The driveway encroaching into Interstate Highway 35 right of way must be removed prior to certificate of occupancy, unless an

encroachment agreement between MnDOT and the Owners is provided.

3. A twenty-five (25) foot wide vegetated shoreline buffer must be restored along the Lakeshore prior to certificate of occupancy, measured from the ordinary high water line (elevation 978.8' ASL) of the lake.
4. All equipment and materials must be moved, prior to a certificate of occupancy, from the lake to avoid placement in the required twenty-five (25) foot shore impact buffer restoration area.
5. Shoreland protection boundary area signage must be installed, prior to certificate of occupancy, at appropriate intervals along the twenty-five (25) foot wide shoreline buffer as required by the City Engineer.
6. Prior to construction, the three parcels owned by the Owner (BEM Holdings LLC) that are used by the implement dealership must be combined into one parcel per City Subdivision Ordinances.
7. One of the following actions are required prior to construction to address zoning issues created by the use of a portion of the West Side Development Company property (PID# 18.35.2.75.001) for outdoor equipment storage and/or outdoor sales for the Owner's implement dealership:
 - a. Remove the equipment from the West Side Development Company property and restore the site; or
 - b. Receive approval for and record a subdivision plat to combine the encroachment area with the Owner's property; or
 - c. Receive entitlement process approval, such as a conditional use permit, zoning text amendment, or other applicable process, as determined by the City Planner.
8. Prior to certificate of occupancy, unused sign structures on the properties contiguously owned by BEM Holdings LLC with the subject property must be removed unless the expired variances are re-approved by the City and separate sign permits are issued.

9. Prior to certificate of occupancy, the applicant must enter into a limited-use agreement with the City to address the encroachment of the entrance gate to the site that is in the 30th Avenue right-of-way according to the site survey provided for this application.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. No further expansion of the use allowed by this permit shall occur except upon the receipt of a new or amended conditional use permit from the City.
2. A failure by the City to take action with respect to any violation of any condition, covenant or term of this permit shall not be deemed a waiver of such condition, covenant, or term, or any subsequent violation of the same, or any other condition, covenant, or term.
3. The City may inspect the property at all reasonable times for purposes of ensuring compliance with the conditions of the conditional use permit.
4. This conditional use permit is subject to the requirements of the Faribault Code of Ordinances. The Applicant is required to comply with all applicable federal, state, and local laws, rules, and ordinances, and to obtain such other permissions and permits as may be required.
5. The violation of any terms or conditions of the conditional use permit, including, but not limited to, any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in the City's revocation of this conditional use permit. The City shall give the Applicant written notice of any violation and reasonable time, as determined by the City, to cure the violation before the City's revocation of this conditional use permit may occur.
6. This conditional use permit and the conditions imposed on it are binding on the parties, their successors, and assigns, shall run with the property, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership. The obligations of the Applicant under this permit shall also be the obligations of any subsequent Owners or assigns of the property.
7. Use of the subject property for the uses allowed by this conditional

use permit shall be deemed acceptance of, and agreement to, the terms of and conditions of the conditional use permit without qualification, limitation, or reservation.

8. If substantial development of construction related to this conditional use permit has not occurred within one (1) year of the date of the approval of this conditional use permit, then the City shall consider this conditional use permit void unless a petition for a time extension has been granted by the City Council. Such extension request shall be submitted in writing at least thirty (30) days before the expiration of the conditional use permit. It shall state facts showing a good faith effort to complete the work permitted under the original approval.
9. If the use permitted by this conditional use permit is discontinued for one (1) year or longer, or if the use has been changed to a permitted use or any other conditional use, then this conditional use permit shall be deemed abandoned, and the use shall be brought into conformance with the Faribault Code of Ordinances.

Section 4. Findings and Incorporation of Recitals and Exhibits. Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution is effective immediately upon its passage and without publication.

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

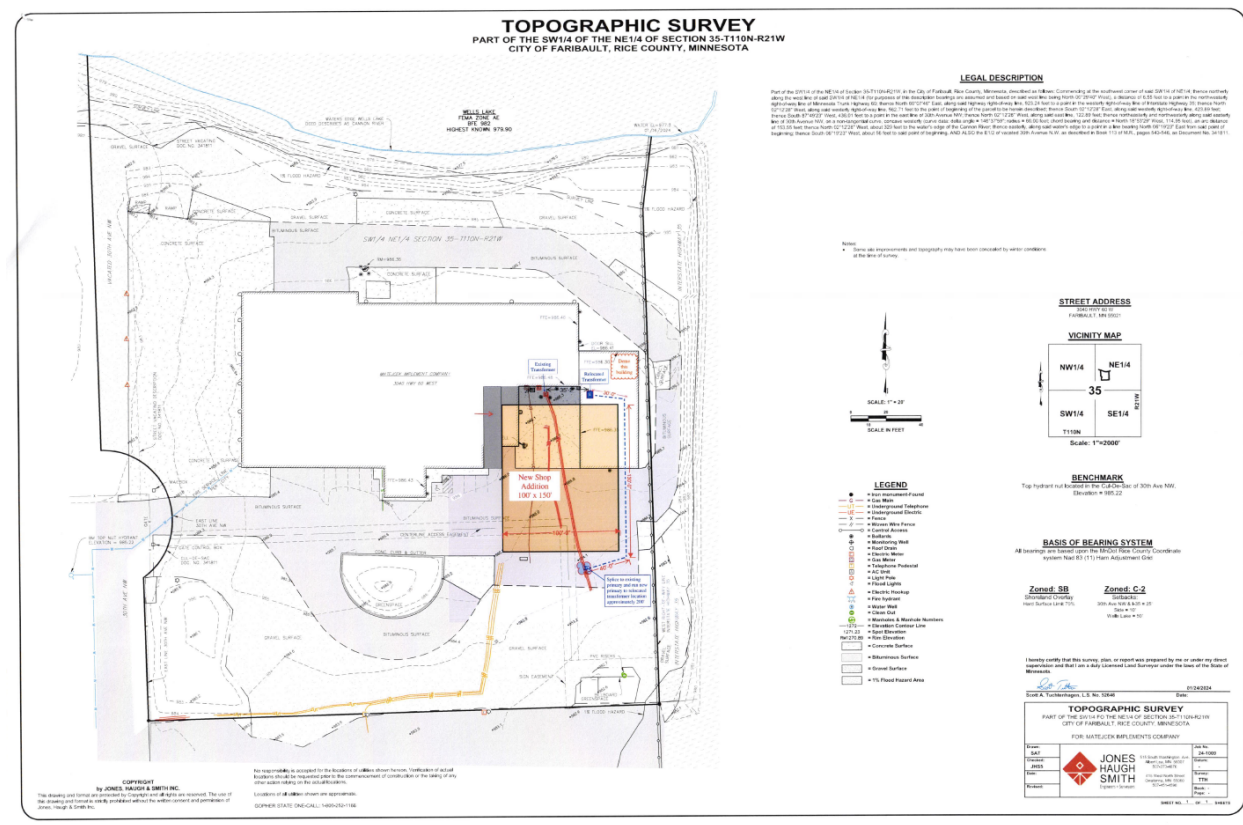
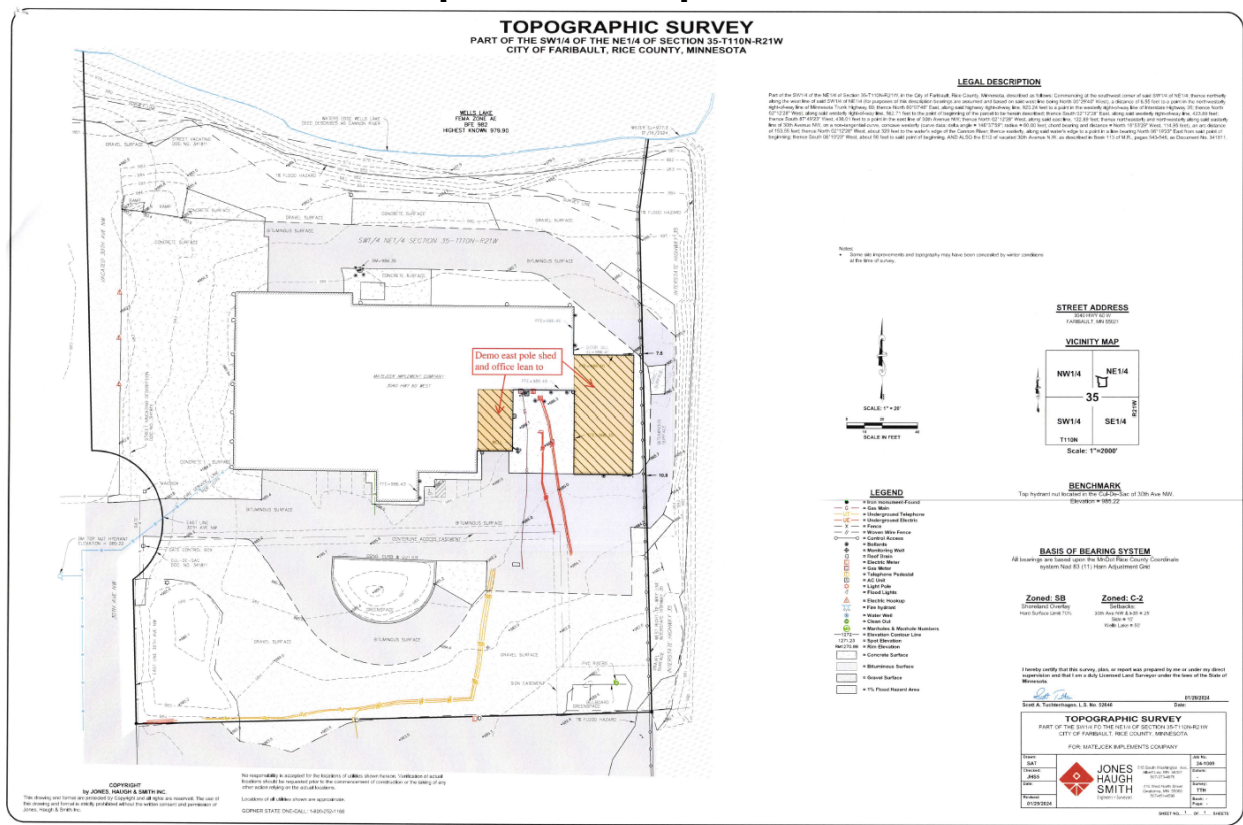
Jessica L. Kinser, City Administrator

Exhibit A Legal Description

Part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the Southwest corner of said Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$); thence northerly along the West line of said Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) (for purposes of this description bearings are assumed and based on said West line being North 0°29'40" West), a distance of 6.55 feet to a point in the northwesterly right of way line of Minnesota Trunk Highway 60; thence North 60°07'46" East, along said highway right of way line, 923.24 feet to a point in the westerly right of way line of Interstate Highway 35; thence North 2°12'28" West, along said westerly right of way line, 562.71 feet to the point of beginning of the parcel to be herein described; thence South 2°12'28" East, along said westerly right of way line, 423.89 feet; thence South 87°49'23" West, 438.01 feet to a point in the East line of 30th Avenue West; thence North 2°12'28" West, along said East line, 122.89 feet; thence northeasterly and northwesterly along said easterly line of 30th Avenue West, on a non-tangential curve, concave westerly (curve data: delta angle = 146°37'59"; radius = 60.00 feet; chord bearing and distance = North 18°53'29" West, 114.95 feet), an arc distance of 153.55 feet; thence North 2°12'28" West, about 329 feet to the water's edge of the Cannon River; thence easterly, along said water's edge to a point in a line bearing North 6°19'23" East from said point of beginning; thence South 6°19'23" West, about 56 feet to said point of beginning.

AND ALSO the East One-Half (E $\frac{1}{2}$) of vacated 30th Avenue N.W. as described in Book 113 of M.R., pages 543-546, as Document No. 341811.

18.35.1.50.012





Staff Report to the Planning Commission

TO: Development Review Committee
THROUGH: Harry Davis, City Planner
FROM: Peter Waldock, Planning & Zoning Coordinator
MEETING DATE: April 15, 2024
SUBJECT: CUP Amendment, Matejcek Implement Building Addition

Request:	Conditional use permit amendment for a new building addition on a site within the Shoreland Management Overlay District
Recommendation:	The DRC and City Planner recommend the Planning Commission approve findings for CUP approval and appropriate conditions of approval for shoreland district development and forward the proposed resolution to the City Council recommending approval
Recommended Motion:	Motion to forward the proposed resolution to City Council, with findings in favor of the conditional use permit amendment for shoreland management district development and conditions of approval as recommended by staff.

Background:

Blake Matejcek, owner of the Matejcek Implement site has requested a CUP amendment and site plan approval for a 5000 SF building addition for a new shop area on the southeast side of the current building. The plan calls for the removal of existing attached metal building extensions on the east side of the dealership building.

There is an existing paved driveway that encroaches into the highway right of way and extends along the east side of the building to access the rear of the facility. We have asked MnDOT to confirm that they have approved this encroachment or are allowing it through an encroachment agreement.

The City approved a CUP for shoreland development in 2008 as documented by Res. 2008-112. The 2008 CUP approval was necessary for a large shop addition that was constructed at that time. One of the conditions of the CUP, required a 30' restored buffer measured from the high water line of the lake.

A graphic depiction of the shore buffer area showed a 15' setback line from the lake. It is unclear as to why there was a discrepancy between the two in the CUP resolution. In the 2008 resolution the buffer area was to have been restored with topsoil and appropriate shoreline vegetation.

The MnDNR lists the OHWL for Cannon Lake at elevation 978.8' ASL.

Discussion:

Comprehensive Land Use Plan. The 2040 land use plan guides this site for Commercial / Residential Mixed-Use development. The applications are consistent with the plan.

Zoning. The property is zoned C-2 Highway Commercial and is within the Shoreland Management Overlay District. The proposed expansion of the shop is permitted accessory to the primary use as an implement dealership.

Building Setback Requirements. The plan calls for the removal of an attached metal building shop that is 11 feet from the east lot line along the interstate highway. The plans call for removal of this nonconforming building area. The proposed building will meet the 25-foot setback requirement from the I-35 right of way. The building addition is on the southeast side corner of the dealership building and does not extend the building footprint on the lakeside.

Shore impact zone. Defined as land located between the ordinary high water level (OHWL) of a public water and a line parallel to it at a setback of fifty (50) percent of the structure setback. At the subject site, Cannon Lake has a 50-foot structure setback from the OHWL (per UDO Sec. 13-660). Therefore, at this site, the shore impact zone is 25 feet wide along the lake shoreline. An existing paved parking area appears to be about 15 feet from the OHWL (elevation 978.8') at this site according to applicant's topographic survey.

Sec. 13-690 (A) Roads, driveways, and parking areas must meet structure setbacks and must not be placed within shore and bluff impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas and must be designed to minimize adverse impacts.

Public Street Access / Street Frontage. Site access is provided from 30th Ave. NW. The plans show a gate that encroaches into the right of way. If that is the case, an encroachment agreement will needed or the gate should be moved. It is noted that Rice County Beacon maps do not show the cul-de-sac radius that caused the encroachment. The right-of-way radius should be confirmed by public records for this location. If there is no radius for the right of way at that corner the gate appears to be outside of the right of way as shown on Beacon.

Issues to consider in this case.

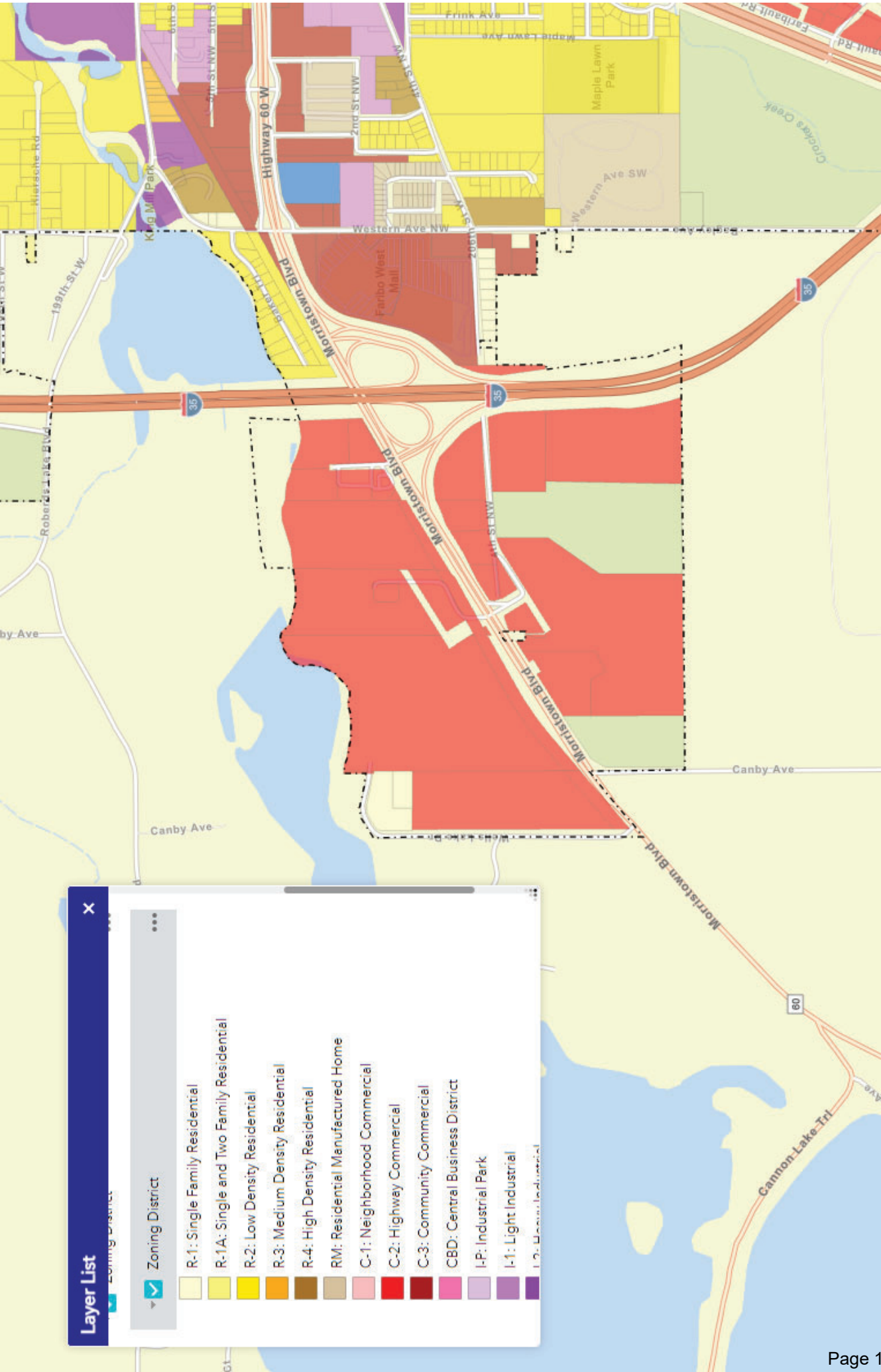
- The 25' wide shore impact buffer, measured from the OHWL is applicable under current statutes and City Shoreland District ordinances in this case and will need to be re-established if gravel surfaces and equipment parking encroaches into the buffer. A variance will be needed if the owners cannot provide the required buffer.
- Expired sign variances at this site may need to be addressed with this application. The signs should be removed that are blank and unused at present.
- An encroachment agreement is needed to address the entrance gate's location within the right of way for 30th Avenue NW.
- BEM Holdings LLC. (Blake E. Matejcek) own both the front lot (formerly the gas station and Country Kitchen Restaurant sites) and the main implement dealership lot (along the lake), and a parcel the dealership uses for equipment storage (PID # 1835150008). These three lots should now be combined into one lot, because the zoning codes require accessory uses (such as storage areas and display areas) to be located on the same lot as the primary use.

Recommendation:

The DRC reviewed this application on April 2, 2024 and recommends approval subject to appropriate conditions of approval related to the expired sign variances, gate encroachment, required buffer area, the lot combination, and interstate highway encroachment.

Attachments:

- Maps / Aerial Photo
- Plats
- Utility Plans



RECEIVED

MAR 15 2024

City of Faribault
Community Development



APPLICATION FOR REQUESTED ACTION
Conditional Use Permit

Planning Case # _____
Filing Fee _____
Hearing Date _____

SITE ADDRESS 3040 HWY 60 W FARIBAULT, MN 55021

APPLICANT Blake Matejcek E-MAIL blake@matejcek.com

PHONE 507-334-2233 (H) _____ (W) _____ (FAX) _____

ADDRESS 3040 HWY 60 W FARIBAULT, MN 55021

DEVELOPER (if other than applicant) _____

PHONE _____ (H) _____ (W) _____ (FAX) _____

ADDRESS _____

LEGAL DESCRIPTION Case Implement and shop Company

ACREAGE/SIZE OF PROPERTY 5.30 Acres

CURRENT ZONING C-2

EXISTING USE OF PROPERTY Case Implement showroom and shop

PROPOSED USE OF PROPERTY Showroom, Shop, Warehouse
(Including number of units per acre and types of uses if mixed use)

IDENTIFY ALL ADJACENT LAND USES Yard for inventory

SIGNATURE OF OWNER [Signature] DATE 3/15/24

SIGNATURE OF APPLICANT [Signature] DATE 3/15/24
(Must submit proof of property control)

PLEASE PROVIDE ALL INFORMATION REQUESTED ON THIS FORM
AND THE ATTACHED CHECKLIST.

August 24, 2021

CONDITIONAL USE PERMIT
Required Submittals

◆ **Site plan**

- ☐ Drawn to scale, with scale noted
- ☐ Date and North arrow
- ☐ Boundaries and dimensions shown graphically
- ☐ Location of any streets, public trails, railroads, or waterways
- ☐ Present and proposed topography of the site and adjacent areas within 50 feet by contour lines at an interval of not more than 5 feet, and by use of directional arrows, the proposed flow of storm water runoff from the site
- ☐ Location of existing and proposed structures (height and gross floor area noted), with distance from property lines noted
- ☐ Location and dimensions of existing and proposed off-street parking and loading spaces, curb cuts, aisles, and walkways, with distance from property lines noted
- ☐ Location, height, and material for screening walls and fences
- ☐ Type of surfacing and base course proposed for all parking area, loading areas, and walkways
- ☐ Location of all existing and proposed water lines, hydrants, sanitary sewer lines and storm drainage systems
- ☐ Existing and proposed public streets or rights-of-way, easements, or other reservations of land on the site
- ☐ Location and method of screening of outdoor trash storage areas
- ☐ Location and size of all proposed signage
- ☐ Location and height of proposed lighting facilities
- ☐ Elevation views of all proposed buildings or structures, with building materials and proposed colors noted
- ☐ Indicate the ultimate development of the site and proposed development phases when a site is to be developed in stages
- ☐ Landscaping plan

◆ **Required supplemental information**

- ☐ Describe the project in detail (Include: Size of all structures existing and proposed and any modifications to existing, type of business and associated storage/display, type of clientele, hours of operation, number of employees, number of customer seats if food service related, handling of deliveries, unique site characteristics, proposed modifications to topography and/or drainage, development schedule, etc.)
- ☐ Written summary explaining how the proposed use is compatible with the neighborhood
- ☐ Written summary explaining if and how the proposed development will impact traffic
- ☐ Written statement as to why you feel the conditional use permit should be approved
- ☐ Other information as required

◆ **Filing fee: \$300 for all uses (2021 fee schedule).**

SIGNATURE OF APPLICANT _____

DATE _____

Planning case # _____

City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
Attn. City of Faribault

RE: Matejcek Shop Renovation

RECEIVED

MAR 15 2024

City of Faribault
Community Development

Dear City of Faribault,

Attached are the site plans and building elevations for the proposed demolition of the storage building, parts warehouse and shop addition at Matejcek Implement Dealership located at 3040 TH 60 West, Faribault, MN. Also, please find an application for a conditional use permit per your request.

The project involves the demolition of approximately 5000 SF of the existing cold storage building and 1500 SF of a parts warehouse and the construction of 12,500 SF of shop space. The new shop is necessary to accommodate the service of today's bigger, larger farm equipment. The existing roof height is not adequate to the maintenance needs of today's equipment. Bathroom facilities will be included in the new addition.

The proposed addition will not increase impervious surface at the site. The area proposed for the addition is currently surfaced with asphalt or crushed rock. The addition is not an increase or intensification of current service levels but simply an addition to provide adequate shop facilities for the existing business.

According to your review, a conditional use permit will be required for the project to proceed. The appropriate applications and fees have been included.

We are requesting an amendment to the 2008 conditional use permit. Noted above, the proposed project results in very minimal changes to the existing site, and therefore I do not anticipate any new site requirements. The business has operated without complaint or issues for more than 40 years, and the city's process should be deemed a formality.

Reviewing the applications additional information is requested:

Conditional Use

Item 8- No changes in current screening/fencing is proposed.

Item 9- No change in parking or loading areas is proposed.

Item 10 – We are requesting a new water main for fire protection and to add domestic water to the property to replace the well.

Item 12 - No change in outdoor trash areas is proposed.

Item 31 - No change in signage anticipated.

Item 14 - No change in site lighting anticipated.

Item 16 - No phased development anticipated.

Item 17 - No change to existing landscaping is proposed.

The proposed changes are simply a modification of existing storage space and the need for more shop space. The proposed project will result in an increase in employment levels. Our use is for commercial use in a commercial district and therefore should be deemed compatible. No traffic impacts are anticipated from current levels. Allowing this business addition to happen will get the property to current code compliance and comply with the setback required for the highway. The CUP should be approved to allow for the continued operation of our business in Faribault.

If additional information or fees are required, please inform me.

A handwritten signature in black ink, appearing to read 'Blake Matejcek', with a stylized flourish at the end.

Blake Matejcek,
Matejcek Implement

30' x 284' = 8,520 SF Buffer Required
8,330 SF Actual
Difference is 190 SF or 2.2%



COPYRIGHT
by JONES, HAUGH & SMITH INC.

COPYRIGHT
by JONES, HAUGH & SMITH INC.

[illegible]

—

Scale: 1"=2000'

BENCHMARK
Top hydrant nut located in the Cul-De-Sac of 30th Ave NW.
Elevation = 9.95.22

BASIS OF BEARING SYSTEM

Zoned: SB
shoreland Overlay
ward Surface Limit: 70%

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of

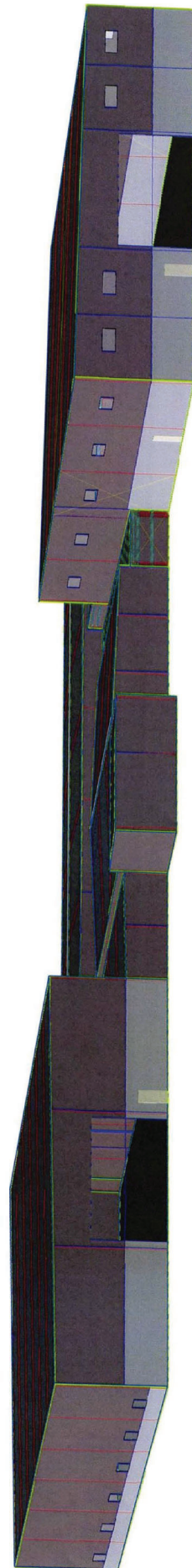
01/29/2024

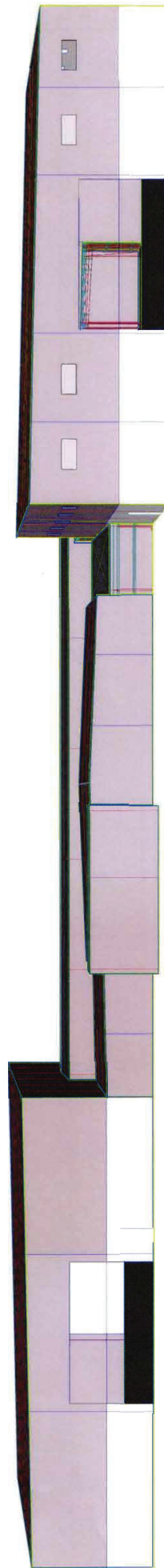
TOPOGRAPHIC SURVEY
PART OF THE SW¹⁴ TO THE NE¹⁴ OF SECTION 35-T110N
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

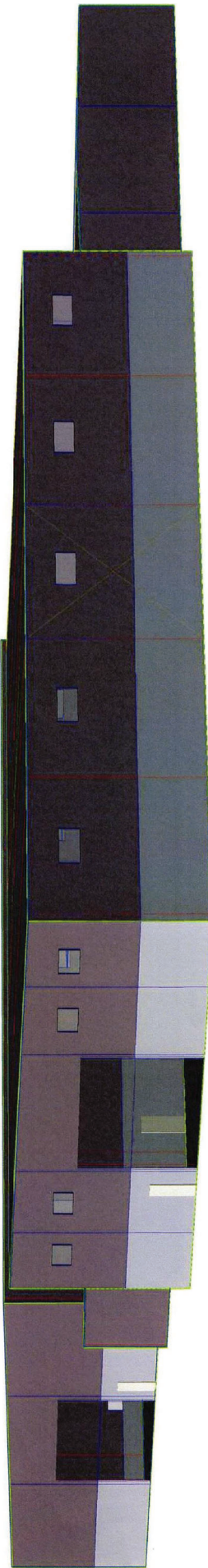
FOR: MATH

[illegible]

SHEET NO. 1 OF 1 SHEETS







Home > LakeFinder >

Cannon - 66000800 Rice County

Water Level Data

Period of record: 02/18/1981 to 03/20/2024

of readings: 127

Highest recorded: 979.9 ft (06/18/1993)

Highest known [📍](#): 980.1 ft (3/20/65)

Lowest recorded: 973.74 ft (02/18/1981)

Recorded range: 6.16 ft

Last reading: 977.02 ft (03/20/2024)

Ordinary High Water Level (OHW) elevation: 978.8 ft

Datum: NGVD 29 (ft)

Download lake level data as: [\[dBase\]](#) [\[ASCII\]](#) (If you have trouble try right clicking on the appropriate link and choosing the "Save ... As" option.)

Benchmarks

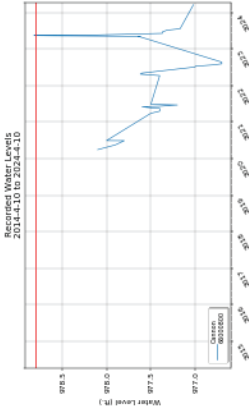
Elevation: 988.44 ft

Date Set: 02/18/1981

Description: Found 2022. MnDOT disc in the SE abutment of CR 12 bridge (#66511).

Datum: NGVD 29 (ft)

Location: T109R21S4





Memorandum

TO: Blake Matejcek, Matejcek Implement (Applicant)
FROM: Peter Waldock, Planning & Zoning Coordinator
DATE: April 5, 2024 (Revised OHWL April 10, 2024)
SUBJECT: DRC Review Comments Regarding Application for
Conditional Use Permit (CUP) at 3040 Hwy 60 W

Background:

The Applicant is planning to construct a 5,000 SF shop addition on the southeast side of the current building. The plan calls for the removal of an existing attached metal building along that side of the building adjoining Interstate 35. The application is an amendment to a CUP approved by the City Council in Res. 2008-112 for an addition to the west side of the building.

The Development Review Committee discussed the application at its meeting on April 2, 2024, and had the following comments.

DRC Comments:

The DRC is recommending approval of the CUP application for development in Shoreland Protection District with the following comments and proposed conditions of approval.

Review Comments:

- Recommend repealing the prior CUP approved by Res. 2008-112 and replacing the approval with a new resolution.
- The prior resolution required a 30' wide shoreline buffer that was to be restored with suitable lakeshore vegetation.
- The current Shoreland Protection Ordinance requires a shoreline buffer that is the width of 50% of the required structure setback of 50'.
- Therefore a 25' wide shoreline buffer is now required under current ordinances.
- The site does not have any improvements within this required buffer area measured from the 978' contour line of the lake's ordinary water level as shown on the Rice County Beacon aerial maps.
- The area along the lake shore from the ordinary water level (978.8' ASL) should be restored with lakeshore vegetation as required by MN DNR standards.
- There appears to be a driveway encroaching into the Interstate 35 highway right of way. This should be removed unless there is an agreement with MnDOT to maintain this driveway encroachment into state highway right of way.

- Variances granted for signs at the site have expired since the signs have not been used within one year of the date of approval.
- Unused signs should be removed unless new variance applications are submitted and approved by the City Council.
- The site survey shows an entrance gate that encroaches into public right of way for 30th Avenue. This encroachment should be addressed by the limited use agreement with the City to allow this encroachment to remain in the public right of way.
- The dealership's storage yard encroaches into property owned by Westside Development Company. Although that owner is related to the dealership, zoning ordinances do not permit storage yards to cross property lines into adjoining parcels. The zoning issue should be resolved by replatting to expand the dealership parcel or the storage area relocated off of the adjoining parcel and that site restored.
- BEM Holdings LLC. is the owner of the dealership parcel and two adjoining parcels used for by the dealership for equipment display and storage.
- The zoning ordinance requires accessory uses such the display lot and storage areas to be on the same parcel as the primary use. To address this issue, the three BEM Holdings LLC parcels should be combined.
- The lowest floor level of the new addition must be designed and constructed to meet shoreland protection district requirements.

Proposed Conditions of Approval:

1. The driveway encroaching into Interstate Highway 35 right of way should be removed unless a copy of an encroachment agreement between MnDOT and the owners is provided to the City.
2. A 25' wide vegetated shoreline buffer must be restored along the Lakeshore, measured from the ordinary high water line (978.8' ASL).
3. All equipment and materials must be moved away from the lake to avoid placement in the required shoreline buffer restoration area.
4. Shoreland Protection Boundary area signage must be installed at appropriate intervals along the 25' wide shoreline buffer.
5. The three parcels owned by BEM Holdings LLC that are used by the dealership must be combined into one parcel in accordance with City Subdivision Ordinances.
6. The equipment storage area on the Westside Development Company property should be removed or that area of the parcel be combined with the dealership lot to correct zoning issues created by this situation.
7. Unused sign structures must be removed unless the expired variances are renewed by the City and separate sign permits are issued.
8. The applicant must enter into a limited-use agreement with City to address the entrance gate encroachment in the 30th Avenue right of way.
9. A separate site plan review application is required for the building addition project.

FDH City of
Y-46⁰⁰

RL✓

603695

Document No.
603695



OFFICE OF COUNTY RECORDER
RICE COUNTY, MINN

No. of Pages 8

I hereby certify that the within instrument was filed in this office
for record on 07-31-2008 at 09:45 ☒ AM ☐ PM



Marsha DeGroot
Rice County Recorder

**CITY OF FARIBAULT
RESOLUTION 2008-112**

**A CONDITIONAL USE PERMIT TO ALLOW
AN ADDITION TO A BUILDING LOCATED WITHIN
THE SHORELAND OVERLAY ZONING DISTRICT
(3040 Highway 60 West)**

Y

WHEREAS, Paul Matejcek, Matejcek Implement owner of the following described property, to wit:

Attached as Exhibit A

has requested a conditional use permit to allow an addition to be constructed on a commercial building located within the Shoreland overlay zoning district of a General Development Lake; and

WHEREAS, City staff has completed a review of the application and made a report pertaining to said request (CUP-33-08), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 3rd day of June, 2008, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the conditional use permit be approved; and

WHEREAS, The City Council, on the 10th day of June, 2008, following proper notice, held a public hearing regarding the request, and all interested persons were provided with an opportunity to comment; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approving a request for a conditional use permit based on the following findings:

- (1) The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.
- (2) The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- (3) The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.
- (4) The conditional use will not impose hazards or disturbing influences on neighboring properties.
- (5) The conditional use will not substantially diminish the value of neighboring properties.
- (6) The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.
- (7) Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.
- (8) Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.
- (9) The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.
- (10) The conditional use is consistent with the applicable policies and recommendations of the city's Land Use Plan or other adopted land use studies.
- (11) The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.
- (12) A thorough evaluation of the water body and the topographic, vegetation, and solid conditions on the site have been made to ensure the prevention of soil erosion, or other possible pollution of public water, both during and after construction.
- (13) The visibility of structures and other facilities as viewed from the public waters is limited.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES:

Section 1. A conditional use permit to allow an addition to be constructed on a building located within the Shoreland overlay zoning district of a general development lake for the property located at 3040 Highway 60 West is hereby granted with the following conditions:

1. The area on the north side of the line proposed on the attached Exhibit B shall be restored to natural vegetation. This area shall be 30 feet from the high water mark along the majority of the property and 30' north of the bituminous line in the areas behind the building. Further, after this area is restored it is not to be mowed to provide for maximum runoff treatment and erosion control along the waterbody.
2. The conditional use permit shall be contingent upon the approval of Ordinance 2008-15.
3. A berm shall be re-established on the north side of the building at 30 north of the bituminous line, with the back side of the berm having natural vegetation re-established.
4. Any revised building elevations for the west side of the building shall be approved by staff prior to construction of the addition.
5. All restoration of vegetation shall be re-established prior to issuing a certificate of occupancy for the building.
6. Staff shall approve the type of seed to be used during the re-establishment of vegetation in this area.
7. The site shall be constructed according to the plan attached as Exhibit C.

Section 2. All structures are subject to the satisfaction of all building code requirements and approval by the Building Official.

Section 3. The applicant must comply with all applicable provisions of the City Code of Ordinances during development and operation of the conditional use. Any violation of these provisions or any of the specified conditions shall be grounds for revocation of the conditional use permit in accordance with Article 7, Chapter 2-Administration and Enforcement, Faribault Unified Development Ordinance.

This resolution shall become effective immediately upon its passage and without publication.

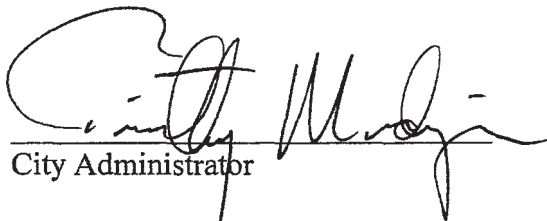
Adopted this 10th day of June, 2008.

City of Faribault



Charles Ackman, Mayor

ATTEST:



City Administrator

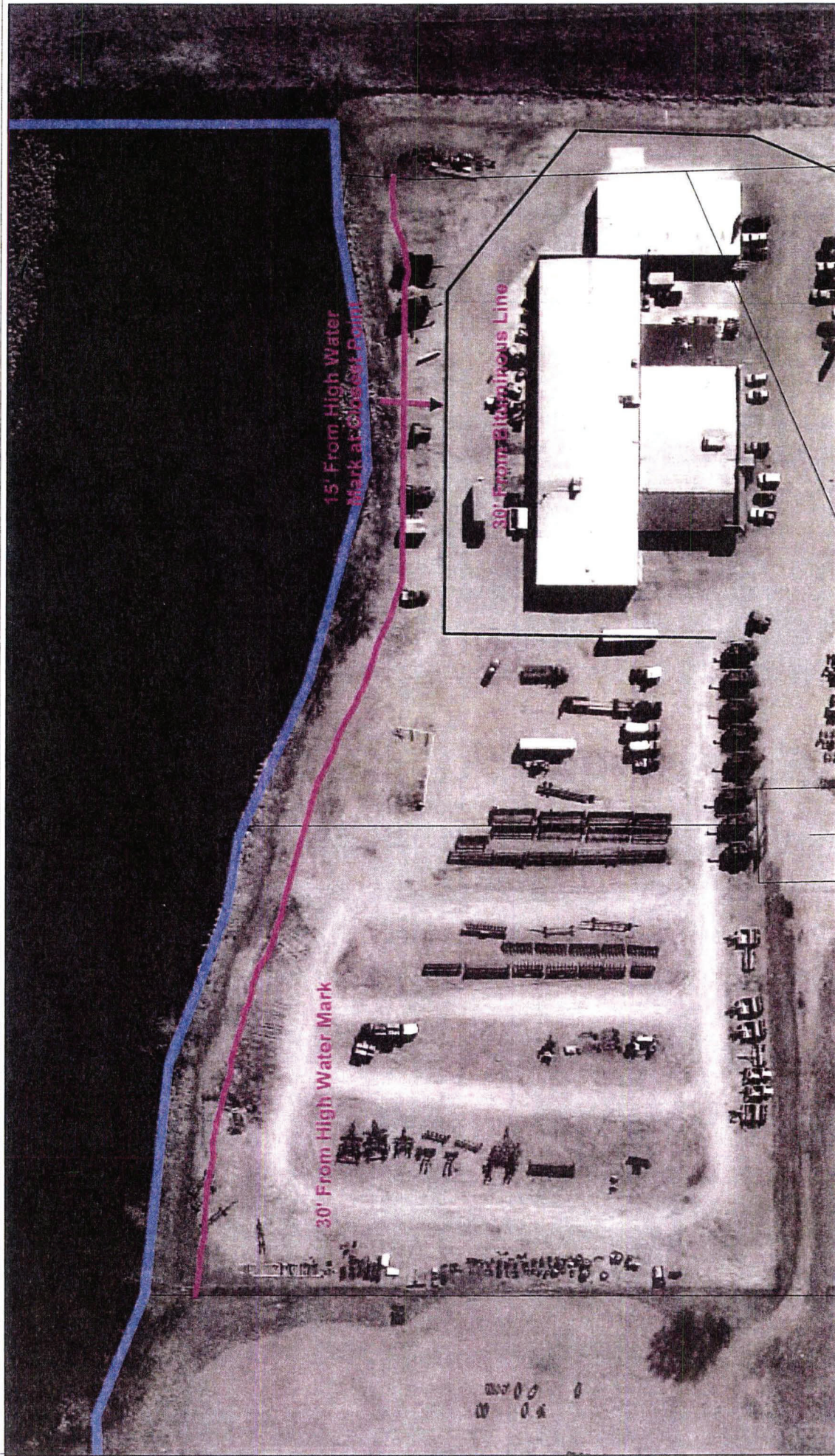
EXHIBIT A

Part of the Southwest Quarter of the Northeast Quarter of Section 35, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at the Southwest corner of said Southwest Quarter of Northeast Quarter; thence, northerly, along the West line of said Southwest Quarter of Northeast Quarter (for purposes of this description bearings are assumed and based on said West line of Southwest Quarter of Northeast Quarter being North $0^{\circ}29'40''$ West), a distance of 706.20 feet to the true point of beginning of the parcel to be herein described; thence North $89^{\circ}30'20''$ East, 292.91 feet; thence North $2^{\circ}12'28''$ West, 291.49 feet; thence northwesterly and northeasterly, along a curve, concave easterly (curve data: radius = 60.00 feet; delta angle = $146^{\circ}37'59''$; chord bearing and distance = North $14^{\circ}28'33''$ East, 114.95 feet), an arc distance of 153.55 feet; thence North $2^{\circ}12'28''$ West, about 40 feet to the water's edge of Cannon River; thence northwesterly, along said water's edge of Cannon River to a point in said West line of Southwest Quarter of Northeast Quarter, North $0^{\circ}29'40''$ West from said true point of beginning; thence South $0^{\circ}29'40''$ East, along said West line, about 520 feet to said true point of beginning; containing about 3.2 acres.

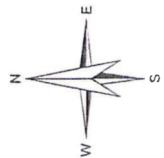
Part* of the Southwest Quarter of the Northeast Quarter of Section 35, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the city of Faribault, Rice County, Minnesota, described as follows:

Commencing at the Southwest corner of said Southwest Quarter of Northeast Quarter; thence northerly along the West line of said Southwest Quarter of Northeast Quarter (for purposes of this description bearings are assumed and based on said West line being North $0^{\circ}29'40''$ West), a distance of 6.55 feet to a point in the northwesterly right of way line of Minnesota Trunk Highway 60; thence North $60^{\circ}07'46''$ East, along said highway right of way line, 923.24 feet to a point in the westerly right of way line of Interstate Highway 35; thence North $2^{\circ}12'28''$ West, along said westerly right of way line, 562.71 feet to the point of beginning of the parcel to be herein described; thence South $2^{\circ}12'28''$ East, along said westerly right of way line, 423.89 feet; thence South $87^{\circ}49'23''$ West, 438.01 feet to a point in the East line of 30th Avenue West; thence North $2^{\circ}12'28''$ West, along said East line, 122.89 feet; thence northeasterly and northwesterly along said easterly line of 30th Avenue West, on a non-tangential curve, concave westerly (curve data: delta angle = $146^{\circ}37'59''$; radius = 60.00 feet; chord bearing and distance = North $18^{\circ}53'29''$ West, 114.95 feet), an arc distance of 153.55 feet; thence North $2^{\circ}12'28''$ West, about 329 feet to the water's edge of the Cannon River; thence easterly, along said water's edge to a point in a line bearing North $6^{\circ}19'23''$ East from said point of beginning; thence South $6^{\circ}19'23''$ West, about 56 feet to said point of beginning; subject to an easement for the construction, maintenance and repair of advertising sign structures located on the following described parcel: Beginning at the Southeast corner of the above described parcel; thence North $2^{\circ}12'28''$ West, along the East line of said above described parcel, 40.00 feet; thence South $87^{\circ}49'23''$ West, 80.00 feet; thence South $2^{\circ}12'28''$ East, 40.00 feet to a point in the South line of said above described parcel; thence North $87^{\circ}49'23''$ East, along said South line, 80.00 feet to said point of beginning; subject also to an easement for access to the above described easement parcel being a strip of land 12.00 feet in width, 6.00 feet on both sides of the following described center line: Commencing at the Southeast corner of the first above described parcel; thence North $2^{\circ}12'28''$ West, 40.00 feet; thence South $87^{\circ}49'23''$ West, 74.00 feet to the point of beginning of the easement center line to be herein described; thence North $2^{\circ}12'28''$ West, 115.35 feet; thence South $87^{\circ}49'23''$ West, 339.66 feet to a point in the easterly line of said 30th Avenue West and there terminating; the side line of said easement shall lengthen and/or shorten at the point of beginning, the point of termination and at each change in course as needed to form a continuous strip of said width across the first above described parcel.

The above described parcel contains 5.3 acres, more or less.



Matejcek 30' Buffer

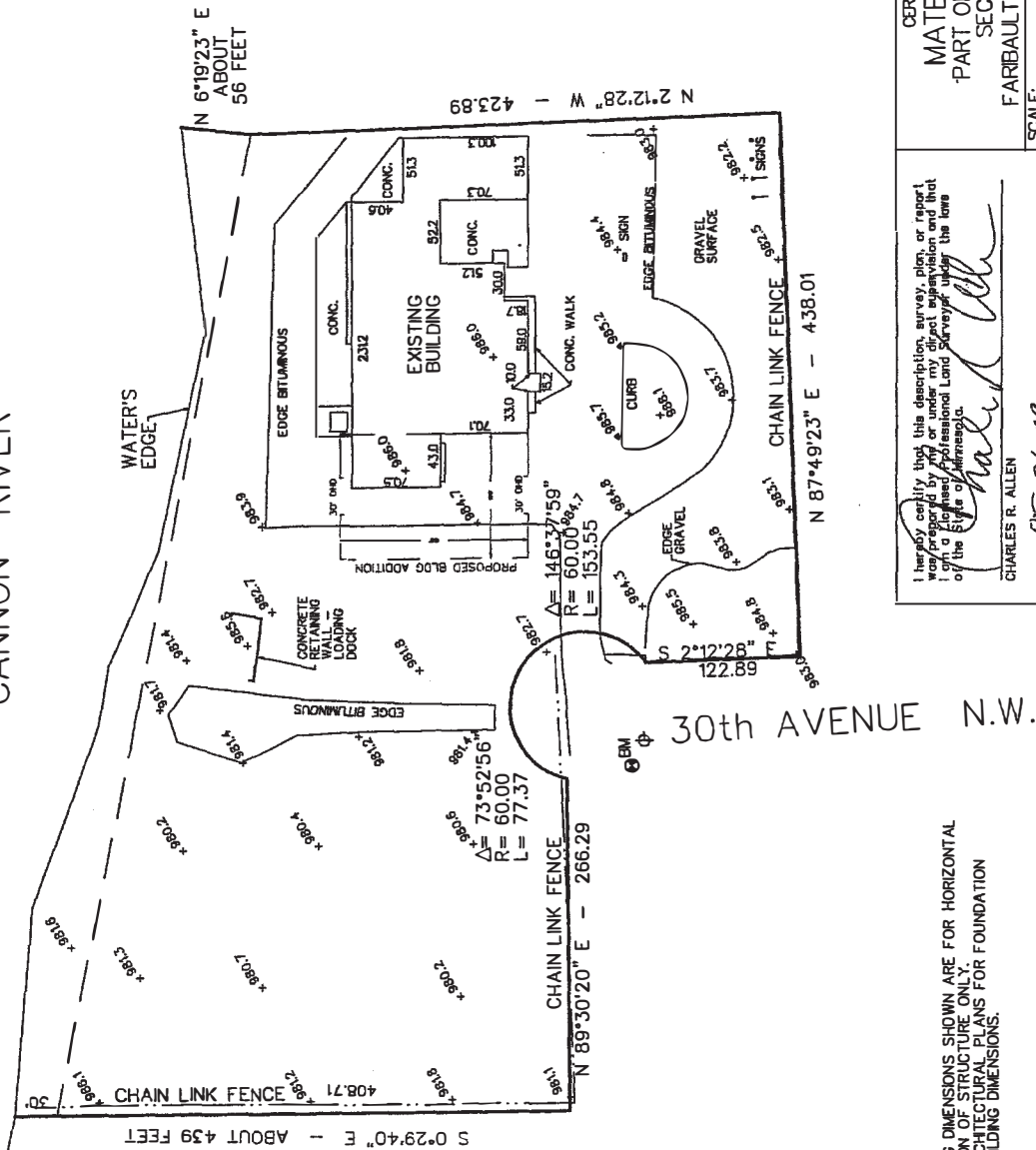


Legend

-  waterbodies
-  Parcel
-  Matejcek Bit Line
-  Current City Limits

Exhibit B

CANNON RIVER



BENCH MARK: TOP NUT OF HYDRANT
ELEVATION = 984.75 FEET

SPOT ELEVATIONS

NOTES:
BUILDING DIMENSIONS SHOWN ARE FOR HORIZONTAL
LOCATION OF STRUCTURE ONLY.
SEE ARCHITECTURAL PLANS FOR FOUNDATION
AND BUILDING DIMENSIONS.

I hereby certify that this description, survey, plan, or report
was prepared by me or under my direct supervision and that
I am a duly Licensed Land Surveyor under the laws
of the State of Minnesota.

CHARLES R. ALLEN

Date: 05-06-08 License Number 22680

CERTIFICATE OF SURVEY

MATEJCEK PROPERTY
PART OF SW 1/4 OF NE 1/4,
SECTION 35-110-21

FARBULT, RICE COUNTY, MINNESOTA

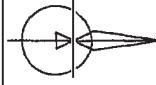
SCALE: 1" = 100'

PROJECT #:

844-011

DATE:

APRIL 7, 2008



LAKE COUNTRY

LAND PROFESSIONALS
2860 A Morristown Boulevard
Faribault, Mn 55021
507-332-7448
REGISTERED LAND SURVEYORS

EXHIBIT C

CERTIFICATION

I, Lorri Smith, Administrative Assistant for City of Faribault, do hereby certify that the foregoing Resolution is a true and exact copy of Resolution 2008-112 as adopted by the Faribault City Council at a duly authorized meeting on June 10, 2008.


Lorri A. Smith, Administrative Assistant

June 12, 2008
Date



663695



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community & Economic Development Director
MEETING DATE: April 23, 2024
SUBJECT: Ordinance 2024-9 Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties (First Reading)

Background:

The City of Faribault participates in the Great Plains Institute (GPI) pilot program EV Smart, a voluntary program designed to assist municipalities prepare for the transition to widespread electric vehicle (EV) adoption. To achieve a "Silver" designation, the City needs to address Electric Vehicle Supply Equipment (EVSE) in its policies and ordinances, thereby clarifying and streamlining the permitting process for incentivizing and installing EVSE.

Adopting ordinances and policies for EVSE address 3 of the 5 core guiding principles of the Journey to 2040 Plan including:

1. Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed.
2. Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.
3. Strive for excellence in all sectors of the community.

The amendment also supports two policies in the comprehensive plan related to transportation and economic assets. The proposed changes are consistent with the vision of the 2023 Faribault Energy Action Plan: "Faribault is a vibrant, diverse community with equitable access to clean, affordable energy for all residents, businesses, and institutions. We are reducing greenhouse gas emissions through energy efficiency and renewable energy and creating a sustainable future where all can thrive." The changes are also consistent with Strategy 2: Increase convenient charging availability under the Transportation section of the 2023 Energy

Action Plan.

The amendment is intended only to clarify, streamline, and alleviate some of the burden of installing EVSE within the City. The amendment does not require installing EVSE or providing “EVSE-ready” parking spaces. The regulations are also technology-neutral and do not require that EVSE meet any standards which may be burdensome. Below are major aspects of the proposed amendment:

- The proposed changes permit EVSE in all zoning districts as long as the vehicles being charged would already be present on site. Where EVSE is installed for retail charging, or Level 3 “fast charging”, it shall be allowed in C-2 and C-3 like a gas station. The ordinance clarifies that EVSE parking spaces count towards minimum parking requirements. There is no requirement that EVSE parking spaces be limited to use by EVs.
- The Minnesota State Building and Accessibility Codes are adopting standards regarding EV spaces. This amendment references those documents for more information, which is similar to how the code addresses ADA spaces today.
- EVSE may be permitted within the public right-of-way or public properties on a case-by-case basis, subject to limited use or lease agreements, and may need approval from the City Council. This is meant to address the provision of charging downtown or for lots where off-street parking is infeasible or impractical. Owners of EVSE are not allowed to place charging cables over public sidewalks or primary pedestrian access aisles.
- To meet the requirement to count each EVSE space as more than one space, the proposed ordinance would allow existing parking lots or redeveloped ones that lose parking spaces to accommodate the installation of electrical service equipment (transformers, switchgear, etc.) and EVSE equipment to reduce the total number of required spaces by an equivalent number of spaces.

The Planning Commission on April 15, 2024, recommended approval of the ordinance to City Council as written by staff with one dissenting vote from Commissioner Greene, who supported stronger requirements on ADA applicability to EV spaces. No members of the public commented on the ordinance before publishing this report.

Recommendation:

Approve Ordinance 2024-9 (First Reading)

Attachments:

Agenda Item: 8.D

1. Ordinance 2024-9 Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties
2. PC Staff Memo

CITY OF FARIBAULT

ORDINANCE No. 2024-9

**APPROVE A ZONING TEXT AMENDMENT TO PERMIT AND REGULATE
ELECTRIC VEHICLE SUPPLY EQUIPMENT AND CHARGING SPACES ON
PRIVATE AND PUBLIC PROPERTIES**

WHEREAS, the City of Faribault is a participant in the Great Plains Institute (GPI) pilot program for EV Smart, a voluntary program designed to assist municipalities in preparing for and adopting policies and regulations regarding electric vehicle (EV) use; and

WHEREAS, adopting regulations for EV use will help the City of Faribault achieve a “Silver” designation within the GPI pilot program, which staff determines to be an appropriate goal, and demonstrates Faribault’s readiness for taking on EV needs; and

WHEREAS, the City Planner initiated a zoning text amendment to permit and regulate EV uses by providing for appropriate locations and development of Electric Vehicle Supply Equipment (EVSE) to reduce adverse impacts of such facilities and maximize the use of limited resources including land and energy; and

WHEREAS, the Planning Commission, on April 15, 2024, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the above-referenced zoning text amendment based on the following written findings outlined in Section 2-180 of the City’s Unified Development Ordinance as follows:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City’s Land Use Plan.**

Finding: Finding: The Comprehensive Plan includes two policies pertinent to this text amendment:

*Transportation Objective 1.2, Policy 1.2D: Develop and maintain the transportation system based on principles of sustainability.
Economic Assets Objective 1.2 Policy 1.2.B: Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.*

Eliminating barriers to adopting EVs by clarifying where and how EVSE may be installed without placing additional restrictions on EVSE encourages property owners to confidently pursue the provision of EVSE where they feel it best suits their needs or those of their customers, employees, and residents. Lower barriers for property and vehicle owners installing equipment for EVs may increase the adoption of EVs as an alternative to internal combustion engines. EVs do not produce tailpipe emissions, thereby reducing local air pollution and greenhouse gas emissions, which contribute to the destabilization of atmospheric weather patterns.

Additionally, the Comprehensive Plan has 3 core guiding principles applicable to this amendment, including:

- Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed.*
- Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.*
- Strive for excellence in all sectors of the community.*

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: The proposed zoning text amendment is not intended to benefit only one property owner. It will be effective citywide and benefit many different property owners and agencies. This amendment does not impose undue burdens or limits on property owners as it guides the presence of EVSE on a property. Additionally, EV regulation supports the city's adopted 2023 Faribault Energy Action Plan through the plan's vision:

Faribault is a vibrant, diverse community with equitable access to clean, affordable energy for all residents, businesses, and institutions. We are reducing greenhouse gas emissions through energy efficiency and renewable energy and creating a sustainable future where all can thrive.

The changes are also consistent with Strategy 2: Increase convenient charging availability under the Transportation section of the 2023 Energy Action Plan.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the

property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

WHEREAS, the City Council held a public meeting on April 23, 2024, to consider approval of the first reading of Ordinance 2024-9; and

WHEREAS, the City Council also held a public meeting on _____, 2024, to consider approval of the second reading of Ordinance 2024-9; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals in this ordinance are part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment – Amended Definitions. The Faribault City Council hereby amends the following definition (shown in the underlined text) to Section 1-120 of the City’s Unified Development Ordinance:

Automobile convenience facility (or gas station). An establishment where the principal use is the sale of gasoline or other automobile engine fuel (stored only in underground tanks), electricity for charging electric vehicles, kerosene, motor oil, lubricants, grease or minor accessories, directly to the public on the premises. This use may also sell limited household and convenience items, food, or other miscellaneous retail goods commonly associated with similar facilities.

Section 3: Text Amendment – Added Definitions. The Faribault City Council hereby adds the following definitions (shown in the underlined text) to Section 1-120 of the City’s Unified Development Ordinance:

Electric vehicle (EV). A motor vehicle that is able to be powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electrical current, and meets or exceeds applicable regulations in Code of Federal Regulations, title 49, part 571, and successor requirements. Electric vehicles do not include electric-assisted bicycles, electric personal assistive mobility devices, micromobility devices or similar as defined in Minnesota Statutes 169.011.

Electric vehicle charging space. A single publicly accessible automobile parking space where an electric vehicle may be parked while its battery is being recharged.

Electric vehicle charging station. An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles and associated parking space(s).

1) Level 1 is electric vehicle supply equipment considered “slow charging” or a standard 120-volt (or lower) outlet used to charge EVs. This charging level does not typically require extra equipment or installation beyond a 120-volt outlet.

2) Level 2 is electric vehicle supply equipment considered "medium charging" or an outlet supplying between 120 and 240 volts used to charge EVs. This charging level may require extra equipment to be installed.

3) Level 3 is electric vehicle supply equipment considered "fast or rapid charging". An outlet and associated equipment are required to supply more than 240 volts.

Electric vehicle supply equipment (EVSE). An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles.

Section 4: Text Amendment – Off-Street Parking and Loading. The Faribault City Council hereby adds the following standards (shown in the underlined text) to Chapter 8, Article 3 of the City's Unified Development Ordinance, hereby creating Section 8-270 titled Electric Vehicle Charging Stations:

The standards of this section apply to the provision of parking spaces dedicated to charging electric vehicles.

(A) Purpose. This section is established to provide for the appropriate location and development of EVSE to reduce adverse impacts of such facilities and maximize the use of limited resources including land and energy.

(B) General standards.

1) All electric vehicle charging spaces and EVSE for accessible spaces are subject to the Minnesota State Building and Accessibility codes.

2) Electric vehicle supply equipment is permitted in every zoning district when accessory to the primary use.

3) If a Level 3 EV charging station is installed, or any electric vehicle supply equipment is installed or used for retail charging of electric vehicles that would not otherwise be on-site, then the use is considered an automobile convenience facility for zoning purposes and allowed only in zoning districts that permit by-right or by conditional use permit automobile convenience facilities uses, and shall comply with the applicable development

standards, including Sec. 7-30.

4) Building permits are required for the installation of building-mounted and free-standing electric vehicle charging stations. All such systems shall be designed and installed in compliance with pertinent building codes and other applicable regulations.

5) Primary pedestrian access and accessible routes shall not be obstructed or crossed by cords, cables, or other components of EVSE in compliance with Minnesota State Building and Accessibility codes. In no case shall EVSE components, cords, or cables obstruct sidewalks in public right-of-way.

(C) Parking design and calculations.

1) Parking spaces dedicated to electric vehicle charging will count towards required automobile parking spaces.

2) Parking lots providing electric vehicle charging spaces are subject to the following regulations:

a) In an existing or redeveloped parking lot with four (4) or more spaces, parking spaces lost to accommodate the electrical service required to install EVSE and associated equipment (including switchgear, transformers, or similar), shall not count against the property owner regarding parking minimums.

b) Electric vehicle charging facilities are exempt from the stacking requirements identified for automobile convenience facilities in Sec. 8-270.

(D) EVSE standards for garages and properties with unmarked parking areas. Electric vehicle charging stations located on properties with a garage or with parking areas for three (3) or fewer spaces:

1) Must be solely for the private use of the property owner, resident, or their guests;

2) Must be located in a garage, on the exterior wall of the home or garage, or freestanding pole with footing, adjacent to a driveway or parking area, and setback no less than five (5) feet from the front or corner-side property line. EVSE, including components, cables, and cords, must be completely within the

property boundaries.

3) When not located indoors, electric vehicle charging stations must be rated for outdoor use.

(E) Electric vehicle charging stations may be located on City property or within City rights-of-way on a case-by-case basis, subject to a limited use or lease agreement, and may be subject to review by the Development Review Committee and approval by City Council.

Section 5: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: April 15, 2024
First Reading: April 23, 2024
Second Reading: _____, 2024
Publication: _____, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Staff Report to Planning Commission

TO: Planning Commission
THRU: David Wanberg, CED Director
FROM: Harry Davis, City Planner
MEETING DATE: April 15, 2024
SUBJECT: Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties

Request:	City Planner initiated a zoning text amendment to permit and regulate electric vehicle use and supply equipment.
Recommendation:	The DRC and City Planner recommend the Planning Commission forward the proposed ordinance to City Council recommending approval, with findings as recommended by city staff.
Recommended Motion:	Motion to forward the proposed ordinance to City Council, recommending in favor of the zoning text changes to permit and regulate electric vehicle use and supply equipment, with findings as recommended by staff.

Background

The City of Faribault participates in the Great Plains Institute (GPI) pilot program EV Smart, a voluntary program designed to assist municipalities prepare for the transition to widespread electric vehicle (EV) adoption.

In meeting with program staff, and reviewing the progress the City has made so far, city staff determined achieving a “Silver” designation is an appropriate goal for Faribault.

To achieve a silver designation, the City needs to address Electric Vehicle Supply Equipment (EVSE) in its policies and ordinances, thereby clarifying and streamlining the permitting process for incentivizing and installing EVSE. The following actions are identified as recommended goals for Faribault's ordinance updates:

1. Allow all EVSE parking stalls to count towards minimum parking requirements.
2. Reduce minimum parking requirements by counting EVSE stalls as more than one space.
3. Define primary use standards for EVSE and enable such uses in designated zones.

Program staff worked with experts to develop a best practices document included here at Exhibit A – Electric Vehicle Ordinance Considerations.

Staff also compiled a list of EVSE-related ordinances that have been adopted by municipalities across the country. Sample ordinances from Bloomington, Jackson, WY, Richfield, and Saint Louis Park are included in that order as Exhibit B – Sample EVSE Ordinances.

The Community Development Coordinator reviewed these documents, and the identified goals to develop the attached ordinance changes. City staff presented draft language to the Environmental Commission and the Development Review Committee for their feedback. The draft language as a part of this report includes changes based on their feedback.

Discussion

EVSE

EVSE is grouped into three "levels" based on the power supplied to the equipment. As levels increase the cost associated with the equipment increases exponentially, and the time required to charge a vehicle's battery decreases exponentially.

A level-1 charger is equivalent to a typical home electrical outlet and can take 24 hours or more to fully charge an electric vehicle. However, because most drivers drive a limited amount each day, this will be sufficient in most cases, and any garage with power is either ready or can be economically outfitted to provide charging at this level.

A level-2 charger is equivalent to service to larger electrical home appliances (e.g. a clothes dryer or range) and can fully charge a vehicle over several

hours. The cost of installing the appropriate equipment for level-2 charging may be prohibitive for some, but the speed of charging may balance the cost. Level-2 charging is common for commercial and residential applications.

A level-3 charger (also DC Fast Charger) exceeds the power supplied to the typical home and can charge a vehicle in 20 minutes. Level-3 chargers cost multiple tens of thousands of dollars to install. Due to the high cost, these are likely only to be used in commercial settings where fees can be collected to recoup the cost.

UDO Text Amendment

These changes are intended only to clarify, streamline, and alleviate some of the burden of installing EVSE within the City. The proposed ordinance amendments do not include any requirements to install EVSE or provide “EVSE-ready” parking spaces. The regulations are also technology-neutral and do not require that EVSE meet any standards which may be burdensome. Below are major aspects of the proposed ordinance:

- *Use and Parking*

The proposed changes permit EVSE in all zoning districts as long as the vehicles being charged would already be present on site. Where EVSE is installed for retail charging, or Level 3 “fast charging”, it shall be considered the same as a gas station, and subject to the same zoning constraints and development standards. Retail EVSE is exempted from the stacking requirements of gas stations since the time to charge is significantly longer than the time to refuel at a gas station. The ordinance clarifies that EVSE parking spaces count towards minimum parking requirements. There is no requirement that EVSE parking spaces be limited to use by EVs.

- *EVSE and ADA*

The Minnesota State Building and Accessibility codes are adopting standards regarding EV spaces. This amendment references those documents for more information, which is similar to how the code addresses ADA spaces today.

- *EVSE in ROW*

EVSE may be permitted within the public right-of-way or public properties on a case-by-case basis, subject to limited use or lease agreements, and may need approval from City Council. This is meant to address the provision of charging downtown or for lots where off-street parking is infeasible or impractical. Owners of EVSE are not allowed to place charging cables over public sidewalks or primary pedestrian access aisles.

- *Retrofitting Existing Parking Lots*

To meet the requirement to count each EVSE space as more than one space, the proposed ordinance would allow an owner who reasonably loses parking spaces to accommodate the installation of electrical service equipment (transformers, switchgear, etc.) and EVSE equipment to reduce the total number of required spaces by an equivalent number of spaces. This modest accommodation offsets some of the additional costs and barriers that property owners may face if they want to install EVSE for their employees, customers, or the public. This allowance does not apply to new parking lots.

Environmental Commission.

The Environmental Commission (ENV) determined the proposed ordinance changes are an appropriate initial step in facilitating the transition to EVs. ENV discussed the possibility of limiting level 1 and 2 charging to single-family residential uses, pairing with on-site solar, smart-charging requirements, and multi-family charging. They ultimately decided that the limited scope of the proposed changes is a sufficient first step and additional considerations may be addressed with future revisions.

Development Review Committee.

The Development Review Committee (DRC) felt that ADA access aisles should be allocated either (8) feet, anticipating changes to federal and state regulations and that counting space lost for electrical equipment and ADA access was an appropriate accommodation.

2040 Comprehensive Plan.

The proposed changes meet 3 of the 5 core guiding principles of the Comprehensive plan including:

1. Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed.
2. Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.
3. Strive for excellence in all sectors of the community.

Additionally, the amendment supports two policies in the plan related to transportation and economic assets.

2023 Faribault Energy Action Plan

The proposed changes are consistent with the vision of the 2023 Faribault Energy Action Plan: "Faribault is a vibrant, diverse community with equitable access to clean, affordable energy for all residents, businesses, and institutions. We are reducing greenhouse gas emissions through energy efficiency and renewable energy and creating a sustainable future where all can thrive." The changes are also consistent with Strategy 2: Increase convenient charging availability under the Transportation section of the 2023 Energy Action Plan.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: April 23, 2024
SUBJECT: Resolution 2024-089 Authorizing the City to Apply for a Workforce Housing Development Deferred Loan on Behalf of the Community Action Council

Background:

The City has agreed to donate two parcels to Community Action Center (CAC) for the construction of 6 affordable housing units, with 2 of those units to be utilized for emergency units. The City still needs to actually transfer the property to CAC to complete the transaction.

This request is to assist CAC with obtaining funding. The City of Faribault is eligible to apply for a deferred loan through Minnesota Housing's Workforce Housing Development Program. These applications are due on April 30th. If successful, the deferred loan would be in the name of the City and would be for a period of three years, after which time it would be forgiven assuming CAC had performed and built the units that are part of the application. There is a matching requirement of one dollar for every two dollars of funds requested. The maximum amount the City can apply for on behalf of CAC is no more than 50% of the development costs. The City would need to consider an agreement with CAC for the funding if awarded.

Recommendation:

Approve Resolution 2024-089

Attachments:

1. Resolution 2024-089 Authorizing the City to Apply for a Workforce Housing Development Deferred Loan on Behalf of the Community Action Council
2. City Council Concepts and Overview April 2024
3. WHDP Term Sheet (1)

CITY OF FARIBAULT

RESOLUTION #2024-089

AUTHORIZING THE CITY TO APPLY FOR A WORKFORCE HOUSING DEVELOPMENT DEFERRED LOAN ON BEHALF OF THE COMMUNITY ACTION COUNCIL

WHEREAS, Recipient has submitted an application (the "Application") for a project (the "Project") pursuant to the Workforce Housing Development Program ("Program") in order to obtain funding from the Minnesota Housing Finance Agency ("Minnesota Housing"); and

WHEREAS, on this 18th day of April, 2024, there has been presented to the meeting of the Faribault City Council upon selection by Minnesota Housing, to enter in to a Deferred Loan Agreement pursuant to the Program in order to obtain funding from Minnesota Housing; and

NOW, THEREFORE BE IT RESOLVED, that Recipient is authorized to enter into a Deferred Loan Agreement, substantially in the form as attached to these Resolutions as Exhibit A, pursuant to the Program in order to obtain funding from Minnesota Housing in an amount not to exceed \$487,500 (the "Loan").

BE IT FURTHER RESOLVED, that Recipient is an Eligible Project Area, as defined in Minnesota Statute Section 462A.39, subdivision 2, has the legal authority to apply for financial assistance, and has the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the Project for its design life.

BE IT FURTHER RESOLVED, that Recipient certifies that it will use the Loan for qualified expenditures for the Project to serve employees of business located in the City of Faribault (Eligible Project Area) or surrounding area.

BE IT FURTHER RESOLVED, that the Loan will be matched by Community Action Center, a nonprofit organization (local unit of government, business, nonprofit organization, or federally recognized Indian Tribe in Minnesota) with at least \$1 for every \$2 provided.

BE IT FURTHER RESOLVED, that Recipient certifies that the average vacancy rate for rental housing located in the City of Faribault (Eligible

Project Area), and in any other city located within 15 miles or less of the boundaries of the area, has been five percent or less for at least the prior two-year period.

BE IT FURTHER RESOLVED, that the Loan will not exceed 50 percent of the Project costs.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator, or their successors in office, are hereby authorized to execute the Deferred Loan Agreement and such other agreements, and amendments thereto, as are necessary to implement the Project on behalf of Recipient.

BE IT FURTHER RESOLVED, that Minnesota Housing is authorized to rely on the continuing force and effect of these Resolutions until receipt by the Commissioner of Minnesota Housing at its principle office of notice in writing from Recipient of any amendment or alteration of such Resolutions.

Date Adopted: April 23, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

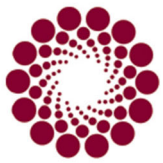
Jessica L. Kinser, City Administrator

I HEREBY CERTIFY, that I am the duly elected Secretary and keeper of the records of the City of Faribault, a Municipality ("Recipient"), that the following is a true and correct copy of Resolutions duly and unanimously adopted by all of the members of the city council of Recipient on April 23, 2024, all of the members being present and constituting a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and any other requirements of Recipient; that such Resolutions do not conflict with any laws of Recipient nor have such Resolutions been in any way altered, amended or repealed and are in full force and effect, unrevoked and unrescinded as of this day, and have been entered upon the regular Minute Book of Recipient, as of the aforementioned date, and that the members of the city council of Recipient have, and at the time of adoption of such Resolutions, had full power and lawful authority to adopt such Resolutions and to confer the powers thereby granted to the officer(s) therein named who has (have) full power and lawful authority to exercise the same:

Secretary

Dated: April 24, 2024

(Seal)



Community Action Center

1st Ave and 1st St NW Concept Proposal

Need: Faribault is experiencing an array of housing challenges including a shortage of:

- **Workforce housing** to support Faribault's businesses and employers
- **Emergency housing** options to support families with children experiencing short-term crisis

Concept Proposal: CAC will construct six units of housing. Four units of workforce housing and two units of emergency housing to meet the needs of families with children at-risk of experiencing homelessness. Supportive wraparound services will be provided by CAC for the emergency units.

Location: City of Faribault owns two adjacent undeveloped parcels of land at 1st St and 1st Ave NW (Parcel ID: 1831151001 and Parcel ID: 1831126511). The city is finalizing an MOU with CAC for the development of the project. The site presents cost-prohibitive grade challenges, making it an ideal candidate for nonprofit development.

Quality: Construction will target US Department of Energy's Zero Energy Ready Building standards, reducing energy use and operating costs by over 60%. Tenants will pay ~\$60-80/mo for all heat and electric (less if solar can be added).

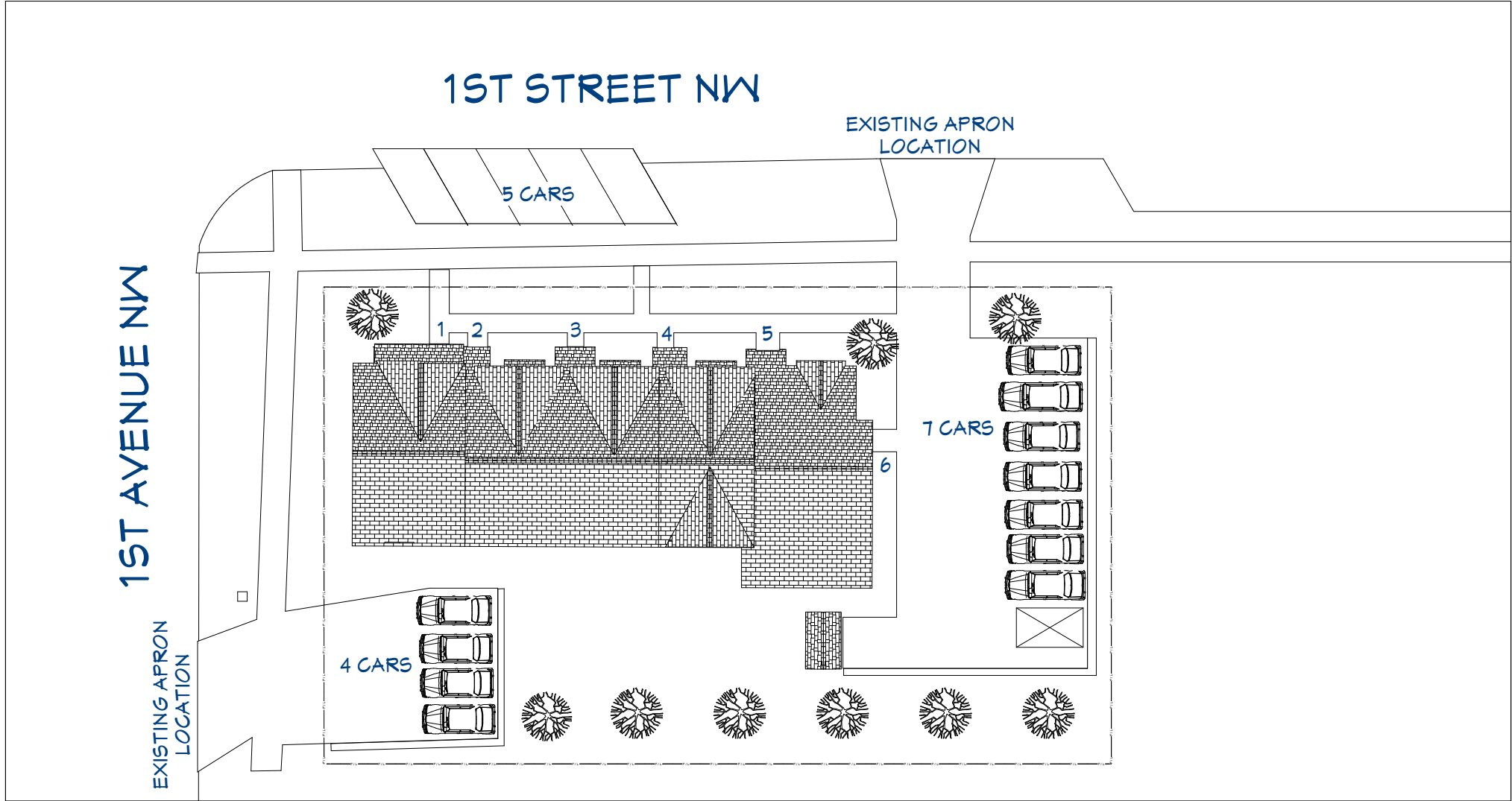
Use/Timeline: Current proposal includes four 3-bedroom units and two 2-bedroom units, including one ADA accessible unit. Construction to begin in 2025/26 with occupancy in late 2026/27, contingent on securing funding.

Budget: Total project cost is approximately \$1,950,000

- \$1,200,000 secured through grants and traditional financing
- \$487,500 loan application through MN Housing Workforce Housing Program
- Remainder of funding to be raised through fundraising and grant applications
- Budget includes an 8% increase in construction costs for environmental design standards

Request: CAC is requesting two items from the Faribault City Council

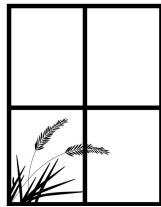
1. Formalize the MOU with CAC for the land
2. Adopt the proposed resolution for the City to receive funds from MN Housing for the proposed project.



SITE PLAN SCALE 1" = 30'

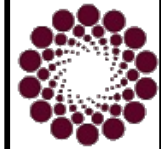


1ST STREET VIEW



SWEETGRASS
DESIGN STUDIO

Community Action Center



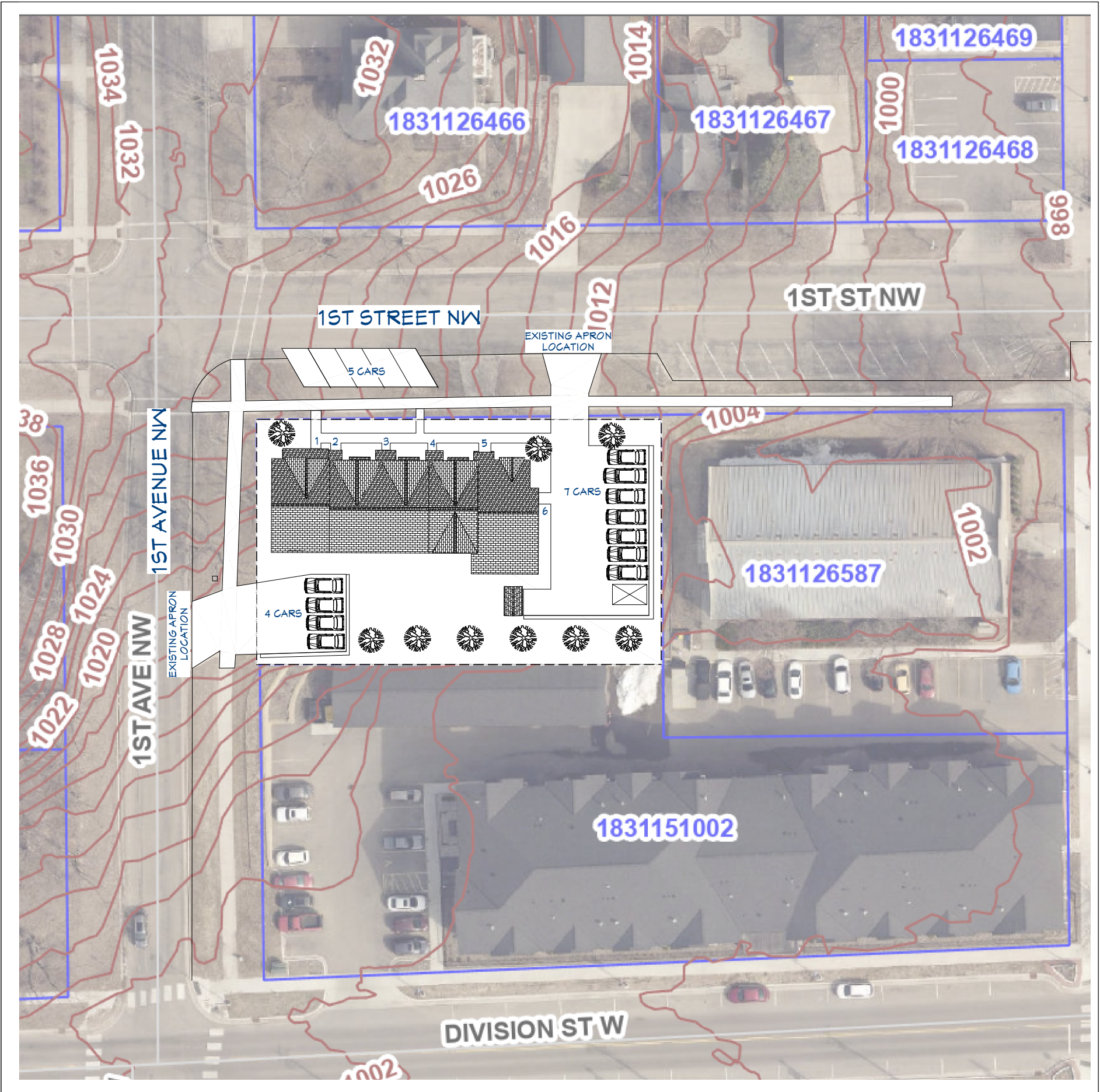
CAC HOUSING
1ST & 1ST SITE
FARIBAULT, MN

MEETING
SET

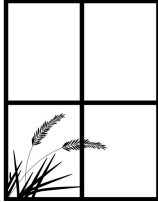
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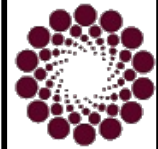


SITE PLAN & ADJACENT BUILDINGS NO SCALE



SWEETGRASS
DESIGN STUDIO

Community Action Center



CAC HOUSING
1ST & 1ST SITE
FARIBAULT, MN

MEETING
SET

PRINTED:
1/30/2024

SHEET:

2



Workforce Housing Development Program

Deferred Forgivable Loans

Program Overview

The Workforce Housing Development Program is a competitive funding program that targets small to mid-size communities in Greater Minnesota with rental workforce housing needs. Deferred loans are available to build market rate residential rental properties in communities with proven job growth and demand for workforce rental housing.

Application Process

Applications are accepted on an annual basis through a competitive Request for Proposals (RFP).

Application Requirements

Eligible Recipients

An eligible recipient is one of the following eligible project areas:

- A home rule charter or statutory city with a population exceeding 500 located outside of metropolitan county.
- A community that has a combined population of 1,500 residents located within 15 miles of a home rule charter or statutory city located outside a metropolitan county.
- An area located outside of a Metropolitan County that serves a federally recognized Indian Tribe in Minnesota, or their associated Tribally Designated Housing Entity as defined by [United States Code, title 25, section 4103\(22\)](#), as approved in writing by Minnesota Housing.
- An area served by a joint county-city economic development authority.

Preference will be given to projects located in an eligible project area with 30,000 or fewer residents.

Eligible Properties

Market rate residential rental property to serve employees of businesses located in an eligible project area or surrounding area. A portion of the units can have rent restrictions or income restrictions.

Eligible Activities

New construction, adaptive reuse of an existing property that is not currently used for housing or acquisition and rehabilitation of a property that creates new housing units.

Letter of Support

Letter of support from a local business or businesses that employ a minimum of 20 full- time employees in aggregate.

Matching Requirement

Applicants must match the funds requested, at a minimum, of one dollar for every two dollars. A local government resolution stating the amount of committed matching funds from the local government, a nonprofit organization, a business, or a combination, is required. The match can come from sources such as tax increment financing (TIF), tax abatement, cash funds, grants, deferred below market loan, land donations and in-kind donations.

Qualified Expenditures

Funds can only be used for qualified expenditures. Qualified expenditures include acquisition of property; construction of improvements; and provisions of loans or subsidies, grants, interest rate subsidies, public infrastructure and related financing costs.

Vacancy Rate

Vacancy rate in the community must be at or below five percent for the prior two-year period.

Funding Terms

Funding Options

Applicants will receive funds in the form of a deferred loan.

Deferred Loan Terms

- Three-year unsecured loan
- Zero percent interest
- Forgivable

Disbursement Schedule

Supporting documentation for the disbursement of funds is required.

- An initial disbursement of up to one-third of the award upon deferred loan agreement execution.
- An additional disbursement of up to one-third of the award no sooner than commencement of construction.
- A final disbursement upon construction completion.

Maximum Funding Amount

The amount of funds requested cannot exceed 50 percent of total development costs (TDC).

Reporting and Monitoring

Recipients will be subject to annual reporting and monitoring during the term of the grant or loan.

Questions

Please contact workforcehousingdevprog.mhfa@state.mn.us.

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
3 MONTHS ENDING March 31, 2024
25.00%



GENERAL FUND

	Actual	Annual Budget	Actual to Date	YTD %
	FY 2023	FY 2024	FY 2024	Collected
Revenues				
Taxes	\$ 9,686,807	\$ 10,621,995	\$ 12,021	0.11%
Permit & Licenses	849,511	665,450	114,316	17.18%
Intergovernmental Revenue	8,764,561	7,796,176	416,725	5.35%
Charges for Services	1,809,971	1,845,562	156,298	8.47%
Fines & Forfeits	142,315	133,000	22,398	16.84%
Miscellaneous Revenue	847,988	279,940	85,040	30.38%
Other Sources	439,325	(467,418)	-	0.00%
Total	\$ 22,540,479	\$ 20,874,705	\$ 806,799	3.86%
Expenditures				
Council	\$ 422,221	\$ 550,827	\$ 170,850	31.02%
City Administration	313,447	342,933	73,922	21.56%
Communications	105,036	104,496	41,813	40.01%
Elections	1,928	44,310	14,097	31.81%
Finance Administration	475,179	524,303	118,563	22.61%
Information Services	269,657	431,304	81,669	18.94%
Legal Services	222,535	262,100	57,164	21.81%
Personnel Administration	351,903	365,906	96,753	26.44%
Planning & Zoning	352,383	490,690	109,644	22.34%
City Hall Maintenance	170,656	179,330	38,424	21.43%
Police Administration	1,317,954	1,223,480	429,613	35.11%
Criminal Investigation	1,213,105	1,239,037	284,787	22.98%
Uniform Patrol	3,494,868	3,762,268	897,972	23.87%
Police Records	313,580	381,885	74,435	19.49%
Fire Administration	310,569	327,627	68,078	20.78%
Fire Suppression	1,586,171	1,722,877	336,999	19.56%
Code Enforcement - Inspection	495,319	499,700	83,162	16.64%
Emergency Management	3,905	6,250	1,499	23.98%
Community Services	333,657	352,202	40,967	11.63%
Public Works Administration	135,168	134,294	28,267	21.05%
Street Maintenance Projects	1,594,517	1,643,304	327,333	19.92%
Ice & Snow Removal	140,880	131,000	62,924	48.03%
Equipment Maintenance	299,147	299,873	70,759	23.60%
Street Lighting	325,984	324,400	46,804	14.43%
Traffic Signs & Signals	30,733	45,630	5,996	13.14%
Engineering	585,922	615,135	132,338	21.51%
Community Center Administration	640,637	733,165	154,244	21.04%
Community Center Building	622,692	597,518	138,905	23.25%
Aquatic Center	387,520	384,866	28,734	7.47%
Washington Center	65,363	73,429	14,313	19.49%
Soccer Complex	41,611	31,857	1,309	4.11%
North Viaduct Area Park	-	-	-	-
Adult Programs	164,804	165,797	30,832	18.60%
Youth Programs	146,723	151,337	14,071	9.30%
Parks	1,213,319	1,274,838	230,297	18.06%
Library	1,226,301	1,366,260	292,112	21.38%
Miscellaneous Unallocated	592,895	80,477	-	0.00%
Mass Transit	-	10,000	-	0.00%
Total	\$ 19,968,288	\$ 20,874,705	\$ 4,599,650	22.03%
	2,572,191	-	(3,792,852)	
Lease Proceeds				
* transfer to capital funds	-			
YTD Fund Balance Increase (Decrease)	2,572,191			

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25.00%



WATER FUND				
	Actual	Annual Budget	Actual to Date	YTD %
	FY 2023	FY 2024	FY 2024	Collected
Revenues				
Charges for Services	\$ 4,436,059	\$ 4,248,227	\$ 981,441	23.10%
Miscellaneous Revenue	451,616	189,530	36,404	19.21%
Other Sources	682,450	-	125,000	
Total	\$ 5,570,124	\$ 4,437,757	\$ 1,142,844	25.75%
Expenses				
Personnel Services	\$ 615,650	\$ 617,228	\$ 129,786	21.03%
Supplies	694,274	833,900	90,639	10.87%
Other Services & Charges	1,760,469	663,460	252,208	38.01%
Capital Outlay	-	4,074,000	71,672	1.76%
Debt Service	82,550	540,030	40,015	7.41%
Other Uses	90,000	141,134	22,500	15.94%
Total	\$ 3,242,942	\$ 6,869,752	\$ 606,819	8.83%
YTD Fund Balance Increase (Decrease)	2,327,182	(2,431,995)	536,025	
Depreciation	-	(1,100,000)	(275,000)	
YTD Fund Balance Increase (Decrease) with depreciation	2,327,182		261,025	
SEWER FUND				
	Actual	Annual Budget	Actual to Date	YTD %
	FY 2023	FY 2024	FY 2024	Collected
Revenues				
Charges for Services	\$ 7,222,123	\$ 6,843,375	\$ 1,780,454	26.02%
Fines & Forfeits	-	-	16,580	
Miscellaneous Revenue	802,906	351,590	86,617	24.64%
Other Sources	28,268	-	-	
Total	\$ 8,053,298	\$ 7,194,965	\$ 1,883,651	26.18%
Expenses				
Sewer Collection				
Personnel Services	\$ 496,979	\$ 551,760	\$ 122,965	22.29%
Supplies	87,606	67,850	17,222	25.38%
Other Services & Charges	927,581	286,329	61,232	21.39%
Capital Outlay	-	2,444,500	-	0.00%
Other Uses	113,773	114,337	26,250	22.96%
Water Reclamation Plant				
Personnel Services	978,379	1,041,568	223,987	21.50%
Supplies	590,931	426,650	170,955	40.07%
Other Services & Charges	2,425,667	1,199,823	204,770	17.07%
Capital Outlay	-	613,000	79,742	13.01%
Debt Service	230,403	1,496,942	104,971	7.01%
Other Uses	105,000	105,000	26,250	25.00%
Total	\$ 5,956,318	\$ 8,347,759	\$ 1,038,344	12.44%
YTD Fund Balance Increase (Decrease)	2,096,980	(1,152,794)	845,307	
Depreciation	-	(1,725,000)	(431,250)	
YTD Fund Balance Increase (Decrease) with depreciation	2,096,980		414,057	
STORM WATER FUND				
	Actual	Annual Budget	Actual to Date	YTD %
	FY 2023	FY 2024	FY 2024	Collected
Revenues				
Charges for Services	\$ 1,550,620	\$ 1,677,484	\$ 457,307	27.26%
Miscellaneous Revenue	811,657	123,177	20,063	16.29%
Intergovernmental	28,000	5,000	-	0.00%
Total	\$ 2,390,277	\$ 1,805,661	\$ 477,370	26.44%
Expenses				
Personnel Services	\$ 195,599	\$ 243,204	\$ 46,012	18.92%
Supplies	20,258	27,250	1,735	6.37%
Other Services & Charges	544,120	227,290	27,075	11.91%
Capital Outlay	-	1,859,500	372,250	20.02%
Other Uses	23,024	868	-	
Total	\$ 783,001	\$ 2,358,112	\$ 447,072	18.96%
YTD Fund Balance Increase (Decrease)	1,607,276	(552,451)	30,298	
Depreciation	-	(330,000)	(82,500)	
YTD Fund Balance Increase (Decrease) with depreciation	1,607,276		(52,202)	

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25.00%



CASH AND INVESTMENTS					
101	General Fund	9,707,485			Average interest Rate
	Fire Insurance Escrow	5,293	Wells Fargo	513,887	0.00%
210	Charitable Gambling Board	56,238	4M Fund	1,204,181	5.29%
211	City Rental Property Mgmt	109,341	State Bank of Faribault	1,529,774	5.49%
215	Public Safety Programs	17,682	Citizens Community Federal	6,929,410	5.49%
217	Library Estate Donation	3,024,027	RBC	32,536,699	2.88%
225	Airport	694,951	Oppenheimer	10,301,745	3.78%
239	Tax Abatements	-		<u>\$ 53,015,695</u>	
240	Community Development	(27,619)			
241	Public Housing	569,559			
	Security Deposits Escrow	22,616			
243	Industrial Development Loan	276,541	Petty cash (on hand)	1,045	
244	Rental Housing Rehabilitation	198,541	Escrow Accounts	42,827	1.86%
247	SCDP Revolving Loans	387,723		<u>\$ 43,872</u>	
248	Federal MIF Loans	657,973			
249	Minnesota Investment Fund	14,785			
254	CRV Rehabilitation Program	60,043			
263-275	TIF Districts	166,702			
280	Faribault HRA	930,742	TOTAL CASH	<u><u>\$ 53,059,567</u></u>	
290	Economic Development Authority	1,335,202			
292	EDA Revolving Fund	375,251			
344-349	Debt Service Funds	2,132,646			
401	Street Improvement Projects	3,476,505			
404	Park Land Dedication	590,546			
431	Capital Replacement Fund	1,123,457			
437	Public Facility Projects	144,805			
601	Water Fund	6,980,011			
602	Sewer Fund	13,848,882			
603	Storm Water Fund	4,206,467			
704	Worker's Compensation	300,841			
705	Property Liability Reserve	158,385			
873	Roberds Lake Sewer District	9,130			
897	Elderly Housing Corporation	472,924			
898	Robinwood Manor	1,017,233			
	Escrow Account	14,657			
	Total	<u>\$ 53,059,567</u>			