



CITY COUNCIL AGENDA

BUCKHAM WEST
19 DIVISION STREET W.

TUESDAY, MAY 14, 2024

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions**
 - A. Swearing in new Firefighter Jon Vargo
- 4. Approve minutes of the April 23, 2024 City Council Meeting**
 - A. 2024-04-23 City Council Meeting Minutes
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve Quote for Service Truck Box
 - C. Approve LG220 Application for Exempt Permit for Catholic United Financial 13SS Lawrence/Anne
 - D. Approve Quote for Storm Sewer Structure Rehabilitation
 - E. Approve Professional Engineering Services Agreement for Capital Improvements at Water Reclamation Facility
 - F. Resolution 2024-089 Approve Heritage Celebration Events, Parking Restrictions and Street Closures
 - G. Resolution 2024-090 Approve Street Closure for Elks Club Family Fun Day
 - H. Resolution 2024-092 Approve Cooperative Construction Agreement No. 1055383 with Minnesota Department of Transportation
 - I. Resolution 2024-093 Approve TWIN OAKS SUBDIVISION Development Agreement
 - J. Resolution 2024-095 Approve a Unified Development Plan for Business Signs in Met Con Business Park Fourth Addition
 - K. Resolution 2024-096 Approve 2024-2025 Garbage and Refuse Hauler Licenses
 - L. Approve Petition and Waiver Agreement for 1675 Lyndale Avenue North
 - M. Approve Emergency Shelter Agreement between the School District and Mobile Home Parks
 - N. Approve CIP Purchase - Indoor Pool Blanket
 - O. Resolution 2024-098 Approve Hiring Heavy Equipment Operator
 - P. Resolution 2024-099 Approve Hiring Senior Accountant
 - Q. Approve Software and Services Agreement with Polco for Community and Employee Survey
 - R. Resolution 2024-100 Accept Donation from Crane Creek Asphalt to the Fire Department

- S. Resolution 2024-101 Approve LG214 Premises Permit Application for Faribault Wrestling

7. Public Hearings

- A. Ordinance 2023-20 An Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses Within the City of Faribault- Extension (First Reading)
- B. Resolution 2024-086 Adopting a Modification to the Development Program for Development District No. 1; Establishing Tax Increment Financing District No. 19: Twin Oaks Housing Subdivision Herein and Adopting a Tax Increment Financing Plan Therefor; and Authorizing Interfund Loan

8. Items for Discussion

- A. Resolution 2024-088 Approve a Conditional Use Permit for Development in the Shoreland Management Overlay District at 3040 Hwy 60 W
- B. Resolution 2024-097 Approve New On-Sale Intoxicating Sunday Liquor License for J-Mo's Bowl LLC
- C. Ordinance 2024-9 Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties (Second Reading)
 - 1. Ordinance 2024-9 Summary Publication

9. Bids

- A. Resolution 2024-091 Accept Bids for Airtech 2 Street, Utility and Stormwater Improvements - Contract 2022-07

10. Boards and Commissions Reports, Announcements and Project Updates

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.



CITY COUNCIL MINUTES

BUCKHAM WEST
19 W DIVISION STREET

TUESDAY, APRIL 23, 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, Adama Doumbouya, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele. 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, Parks and Recreation Director Paul Peanasky, Communications Manager Brad Phenow and City Attorney Scott Riggs.

Approve Agenda

Motion by Ross, seconded by Thiele to approve the agenda with the removal of Item 8C. Resolution 2024-088 Approve a Conditional Use Permit for Development in the Shoreland Management Overlay District at 3040 Hwy 60 W and carried unanimously.

Presentations/Introductions

Mayor Voracek presented three proclamations to different groups at the meeting.

Poppy Week will be the week of May 13, 2024. Poppy's will be fluffed on May 14th at 9:30 a.m. and will be sold on May 15th and 16th. The funds raised will be used to support veteran visits, Beyond the Yellow Ribbon and meals in Hastings for vets.

Arbor Day and Beautification Day will be celebrated on May 4th, 2024. There will be a tree planting at 10:00 a.m. at Central Park as well as at the fairgrounds.

Pollinator Month will be celebrated in May. There will be an exhibit set up in by the Buckham West Library, and information about pollinators can be found on the City website.

Approve minutes of the April 2, 2024 Special City Council Meeting and the April 9, 2024 City Council Meeting

Motion by Ross, seconded by van Sluis to Approve minutes of the April 2, 2024 Special City Council Meeting and the April 9, 2024 City Council Meeting and carried unanimously.

Requests to be Heard – None

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 Sensory Effects, 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

Motion by van Sluis, seconded by Ross to approve Consent Agenda Items A-P and carried unanimously.

Public Hearings – None

Items for Discussion

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

City Engineer Mark DuChene stated that Resolution 2024-085 approved 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 were 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 a 5% contingency and 15% engineering fees, is \$2,559,755.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 1,285,640.00
Water Utility Fund (601)	\$ 402,280.00
Sanitary Sewer Utility Fund (602)	\$ 318,405.00
Storm Water Utility Fund (603)	\$ 552,425.00

Resolution 2024-085 also established 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.

Motion by Doumbouya, seconded by Caron to approve Resolution 2024-085 Approve Plans and Specifications and Establish Bid Date for 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03 and carried unanimously.

Ordinance 2024-4 Approve a Zoning Map Amendment for 15 3rd Ave SW (Second Reading) and Summary Publication of Ordinance 2024-4

Community and Economic Development Director David Wanberg stated that 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.

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

Roll Call Vote:

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

Nay: Councilor Ross, Spooner

Motion carried 6:2 with Ross and Spooner voting Nay.

Motion by van Sluis, seconded by Ross to approve Summary Publication of Ordinance 2024-4 and carried unanimously.

Ordinance 2024-9 Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties (First Reading)

Community and Economic Development Director David Wanberg stated that the City 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 needed 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 addresses 3 of the 5 core guiding principles of the Journey to 2040 Plan 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.

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.

The major aspects of the proposed amendment include:

- 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.

At their April 15, 2024 meeting, the Planning Commission 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.

Councilor van Sluis asked what happened with the project with Excel, Wanberg stated that it has gone away and it allows the market to come in. Councilor Doumbouya had concerns regarding ADA compliance, Wanberg stated that the spaces are designed to be ADA accessible, but anyone can park there to charge their vehicles. He stated that they will have to follow state guidelines. Mayor Voracek asked if places charging for EV charging would need to be in the C-2 or C-3, Wanberg stated that current gas stations are fine as they are, this would be for new stations, residential can't start charging for use. Councilor Caron asked if private businesses in the CBD would be able to put charging stations in, Wanberg stated that they would go through a Limited Use Agreement.

Motion by Ross, seconded by Doumbouya to approve Ordinance 2024-9 Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties (First Reading)

Roll Call Vote:

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

Motion carried 7:0

*Resolution 2024-089 Authorizing the City to Apply for a Workforce Housing Development
Deferred Loan on Behalf of the Community Action Council*

City Administrator Jessica Kinser stated that the City 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.

This request is to assist CAC with obtaining funding. The City 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.

Scott Wopata from CAC explained the agreement to the Council and reiterated that the application is due on April 30th, grants will be awarded in August and CAC will be providing the matching funds.

Councilor Ross asked what happens to the forgivable loan if the CAC does not complete the building, Kinser stated that a claw back clause would be written in the agreement, there would be a mortgage or something else to protect the City. Doumbouya asked how performance would be measured, City Attorney Scott Riggs stated that it is usually the construction of the building, 1/3 of the funds are released at the start of the project, 1/3 at construction and 1/3 at completion. Kinser pointed out that it is required to have an unanimously Council vote in order for this to pass.

Motion by Ross, seconded by Thiele to approve Resolution 2024-089 Authorizing the City to Apply for a Workforce Housing Development Deferred Loan on Behalf of the Community Action Council and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was included as part of the meeting packet. City Administrator Jessica Kinser reminded the Council of the upcoming Council Retreat at 1:00 p.m. at The Inn at Shattuck-St. Mary's, she requested that the Council complete the survey that was sent to them regarding Economic Development last week. She also reminded them of the upcoming LMC conference, and asked that they let Heather know if they wanted to attend.

Adjournment

Motion by Doumbouya, seconded by Spooner to adjourn the City Council meeting and carried unanimously.

The Council meeting was adjourned at 6:49 p.m.

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: May 14, 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 \$1,799,912.07, which includes check numbers 180655 to 180782 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. 05-14-2024 Council AP List

AP

AP Council Approval 05-14-2024



User: astadler
Printed: 5/10/2024 11:22:31 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	8,931.94	April Electrical Inspections
	5 Star Inspections Inc		8,931.94	
0	Ag Partners Coop	602-49480-000-42160	375.00	Weed Killer
	Ag Partners Coop		375.00	
180668	Alltrees LLC	431-41580-410-45400	8,703.15	Door Access Install
	Alltrees LLC		8,703.15	
180669	Amazon Capital Services	101-42210-420-42020	37.97	High Speed Filament
180669	Amazon Capital Services	101-41580-410-42010	178.99	Badge Printer Ribbon
180669	Amazon Capital Services	101-42220-420-42110	21.30	Gatorade Powder
180669	Amazon Capital Services	602-49480-000-42170	54.60	Gloves
180669	Amazon Capital Services	101-45500-450-43130	28.40	Batteries for Ukulele Tuners
180669	Amazon Capital Services	101-42210-420-42410	119.96	Side Table
180669	Amazon Capital Services	101-45127-450-42110	574.18	Soccer Nets
180669	Amazon Capital Services	101-45500-450-43130	32.86	Programming Snacks
180669	Amazon Capital Services	602-49480-000-42170	47.03	Nitrile Gloves
180669	Amazon Capital Services	602-49480-000-42110	40.76	Tote Cover
180669	Amazon Capital Services	602-49480-000-42110	91.78	Work Light/Radio Strap
180669	Amazon Capital Services	602-49450-000-42110	50.47	Tablet Holders for Trucks
180669	Amazon Capital Services	101-45500-450-42010	59.30	Double DVD Cases/Single CD Cases
180669	Amazon Capital Services	601-49430-000-42110	50.47	Tablet Holders for Trucks
180669	Amazon Capital Services	101-45500-450-43130	89.99	Outside Projector for Adventure Kits
180669	Amazon Capital Services	101-45500-450-43130	41.79	Take-n-Make Supplies
180669	Amazon Capital Services	101-42110-420-42410	16.98	20 Ft USB Cable
180669	Amazon Capital Services	101-42220-420-42110	54.99	Ice Bags
180669	Amazon Capital Services	101-45500-450-42190	90.55	Books
180669	Amazon Capital Services	101-45500-450-43130	54.58	Prizes for Bike to Library Day
180669	Amazon Capital Services	101-45140-450-42110	63.33	Youth Program Supplies

Check Numb	Last Name	Acct 1	Amount	Description
	Amazon Capital Services		1,800.28	
180670	American Red Cross	101-45130-450-43131	276.00	Civic Certifications
180670	American Red Cross	101-45122-450-43140	215.00	Staff Certifications
	American Red Cross		491.00	
0	AMN Healthcare Language Services Inc	101-42123-420-43090	60.00	American Sign Language
0	AMN Healthcare Language Services Inc	101-42123-420-43090	51.00	American Sign Language
0	AMN Healthcare Language Services Inc	101-42123-420-43090	846.00	American Sign Language
0	AMN Healthcare Language Services Inc	101-42123-420-43090	63.00	Other Language - American Sign Language
	AMN Healthcare Language Services Inc		1,020.00	
180671	Ampion PBC	101-43170-430-43810	315.52	4050 Highway 60W Signal Lights
180671	Ampion PBC	101-43160-430-43810	18.47	1690 Highway 60W Street Lighting
180671	Ampion PBC	602-49450-000-43810	31.55	1150 Willow St Lift Station
180671	Ampion PBC	602-49450-000-43810	13.53	319 Lind St Lift Station
180671	Ampion PBC	101-42210-420-43810	663.90	122 2nd St NW (Fire Hall)
180671	Ampion PBC	601-49430-000-43810	3,771.93	350 Alexander Park Well #6
180671	Ampion PBC	101-43170-430-43810	330.32	1500 7th St NW Signal Lights
180671	Ampion PBC	101-43160-430-43810	44.94	1904 Grant St
180671	Ampion PBC	101-43160-430-43810	34.85	1000 Lyndale Ave S
180671	Ampion PBC	902-00000-000-23935	-17,526.00	Solar Bill - February/March
180671	Ampion PBC	101-45127-450-43810	210.05	705 17 St SW (Soccer Complex)
180671	Ampion PBC	101-43160-430-43810	244.48	210 3 St NE St Light
180671	Ampion PBC	902-00000-000-23935	17,526.00	Solar Bill - February/March
180671	Ampion PBC	101-45200-450-43810	113.05	1800 Alexander Dr Concession Stand
180671	Ampion PBC	602-49450-000-43810	260.00	2219 Grant St NW Lift Station
180671	Ampion PBC	101-45200-450-43810	15.47	330 9th Ave SW Sr High Tennis Cts
180671	Ampion PBC	101-43160-430-43810	40.35	800 Lyndale Ave SW
180671	Ampion PBC	101-43160-430-43810	284.19	1602 2nd Ave NW
180671	Ampion PBC	101-45500-450-43810	3,104.95	11 Division St E (Library)
180671	Ampion PBC	101-45200-450-43810	32.14	520 3rd St NW (Central Pk Bandstand)
180671	Ampion PBC	101-45126-450-43810	395.47	117 Shumway Ave
180671	Ampion PBC	101-45200-450-43810	322.93	900 Lyndale Ave N
180671	Ampion PBC	601-49430-000-43810	5,799.18	1904 Fairgrounds Dr Well
180671	Ampion PBC	101-45200-450-43810	491.50	1815 Alexander Dr
180671	Ampion PBC	101-43170-430-43810	39.05	2200 30 St NW Signal Lights
180671	Ampion PBC	101-45200-450-43810	92.40	920 9th Ave SW
180671	Ampion PBC	101-45200-450-43810	30.00	1000 7th Ave SW
180671	Ampion PBC	101-43160-430-43810	465.28	3305 Highway 60

Check Numb	Last Name	Acct 1	Amount	Description
180671	Ampion PBC	101-43160-430-43810	360.50	495 Heritage Place
	Ampion PBC		17,526.00	
180672	Ancom Technical Center	101-42220-420-42410	1,115.00	Radio Connection Kit
	Ancom Technical Center		1,115.00	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	415.55	Legal Notices
0	APG Media of Southern Minnesota LLC	602-49450-000-43430	448.74	Compost Ad
0	APG Media of Southern Minnesota LLC	478-43121-430-45303	216.00	2024-03 Westwood Drive Reconstruction
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	47.36	Planning Publication Fees
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	135.98	Publications Fees - Planning
0	APG Media of Southern Minnesota LLC	476-43121-430-45307	216.00	2022-07 Airtech Court
	APG Media of Southern Minnesota LLC		1,479.63	
180673	AquaShield Products LLC	431-45125-450-42410	8,149.31	Pool Landing Pads
	AquaShield Products LLC		8,149.31	
0	Arrow Electric LLC	101-00000-000-10100	3,402.00	Wire SCBA Washer - Public Safety Aid Funds
0	Arrow Electric LLC	101-43170-430-44045	863.00	Traffic Light Repair
0	Arrow Electric LLC	601-49430-000-44010	23.83	Repair Bollard Lights
0	Arrow Electric LLC	602-49450-000-44010	67.65	Locker Room and Hallway Light to LED Conversion
0	Arrow Electric LLC	602-49450-000-44010	23.83	Repair Bollard Lights
0	Arrow Electric LLC	603-49500-000-44010	3.38	Repair Bollard Lights
0	Arrow Electric LLC	225-49810-430-44010	140.00	Gate Repairs
0	Arrow Electric LLC	101-43121-430-44010	650.07	Locker Room and Hallway Light to LED Conversion
0	Arrow Electric LLC	101-00000-000-10113	-3,402.00	Wire SCBA Washer - Public Safety Aid Funds
0	Arrow Electric LLC	101-45500-450-44010	233.85	Repair Great Hall Ceiling Lights
0	Arrow Electric LLC	101-42210-420-44010	120.96	Repair Wall Pack Exterior Light
0	Arrow Electric LLC	101-45500-450-44010	3,921.91	Replace Roof Conduits/Install New LED Light Fixture
0	Arrow Electric LLC	101-45500-450-44010	767.19	Repair Light Fixtures Inside the Library
0	Arrow Electric LLC	101-42210-420-44010	3,402.00	Wire SCBA Washer - Public Safety Aid Funds
0	Arrow Electric LLC	101-43160-430-44045	941.68	Streetlight Repairs
0	Arrow Electric LLC	601-49430-000-44045	2,967.16	Lighting and Generator Repairs
0	Arrow Electric LLC	101-45200-450-44050	2,716.81	Underground Utility Repairs
0	Arrow Electric LLC	603-49500-000-44010	9.63	Locker Room and Hallway Light to LED Conversion
0	Arrow Electric LLC	601-49430-000-44010	67.65	Locker Room and Hallway Light to LED Conversion
0	Arrow Electric LLC	101-43121-430-44010	228.96	Repair Bollard Lights
0	Arrow Electric LLC	101-43160-430-44045	502.62	Streetlight Repair Central & 1st St NW
0	Arrow Electric LLC	101-43160-430-44045	649.98	Streetlight Repair

Check Numb	Last Name	Acct 1	Amount	Description
	Arrow Electric LLC		18,302.16	
180674	Aspen Mills	101-42123-420-42180	155.88	Cargo Pants / M Kolling
	Aspen Mills		155.88	
0	Auto Value Parts Store	101-42220-420-42210	8.50	Coolant Filter
0	Auto Value Parts Store	101-43121-430-42210	33.96	Windshield Wipers - Street #208
0	Auto Value Parts Store	101-42123-420-42210	77.99	Rubbing Compound
0	Auto Value Parts Store	101-42220-420-42110	63.19	Spray Paint for Hose Rack
0	Auto Value Parts Store	101-43121-430-42210	-13.20	Air Filter Return
0	Auto Value Parts Store	101-43121-430-42210	13.20	Air Filter
0	Auto Value Parts Store	101-43126-430-42110	72.80	Floor Dry
0	Auto Value Parts Store	101-43121-430-42210	87.50	Air Filters - Street #122
0	Auto Value Parts Store	602-49480-000-42210	80.80	Air Filter Unit 108
0	Auto Value Parts Store	101-45200-450-42210	-8.66	Oil and Transmission Filter Credit
0	Auto Value Parts Store	601-49430-000-42210	-6.50	Oil and Transmission Filter Credit
0	Auto Value Parts Store	101-42123-420-42210	-4.33	Oil and Transmission Filter Credit
0	Auto Value Parts Store	101-43121-430-42210	-17.32	Oil and Transmission Filter Credit
0	Auto Value Parts Store	602-49450-000-42210	-6.50	Oil and Transmission Filter Credit
0	Auto Value Parts Store	101-42123-420-42210	4.41	Oil Filter / Stock
0	Auto Value Parts Store	101-42121-420-42210	4.41	Oil Filter / #12
0	Auto Value Parts Store	101-42123-420-42210	16.98	Oil and Transmission Filters for Stock
0	Auto Value Parts Store	101-45200-450-42210	33.97	Oil and Transmission Filters for Stock
0	Auto Value Parts Store	101-43121-430-42210	27.89	Abrasive Pads - Street #120
0	Auto Value Parts Store	602-49450-000-42210	25.47	Oil and Transmission Filters for Stock
0	Auto Value Parts Store	601-49430-000-42210	25.47	Oil and Transmission Filters for Stock
0	Auto Value Parts Store	101-43121-430-42210	67.93	Oil and Transmission Filters for Stock
	Auto Value Parts Store		587.96	
0	B & N Enterprises LLC	101-45110-450-44040	250.00	Replace Windshield - Ram Pickup
	B & N Enterprises LLC		250.00	
180675	Baker & Taylor Entertainment	101-45500-450-42190	9.17	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	44.44	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	145.30	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	259.71	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	31.20	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	1,160.45	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	354.33	Books

Check Numb	Last Name	Acct 1	Amount	Description
180675	Baker & Taylor Entertainment	101-45500-450-42190	244.96	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	257.87	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	207.29	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	119.04	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	25.48	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	334.80	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	162.87	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	10.99	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	465.41	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	206.75	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	271.75	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	10.47	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	29.08	Books
180675	Baker & Taylor Entertainment	101-45500-450-42190	316.71	Books
	Baker & Taylor Entertainment		4,668.07	
180676	Barta Machine LLC	101-45200-450-43090	90.00	Blade Sharpening
	Barta Machine LLC		90.00	
180677	Behrs USA Carpet & Flooring Inc	437-42110-420-44050	8,416.06	Carpeting for Lower Level / Half of Cost Up Front
	Behrs USA Carpet & Flooring Inc		8,416.06	
180678	Berkshire Hathaway Home Services Advantage Real Es	873-00000-000-20200	50.14	Refund Check 026344-000, 17959 Roberds Lake Blvd
	Berkshire Hathaway Home Services Advantage Real Es		50.14	
0	Bertelsmann Publishing Group LLC	101-45500-450-42192	522.91	Audio/Visual
	Bertelsmann Publishing Group LLC		522.91	
0	BG Minnesota Inc	601-49430-000-42210	48.89	EGR Service Kit - HCF Grease - Synthetic Lubricant for Stock
0	BG Minnesota Inc	602-49450-000-42210	48.89	EGR Service Kit - HCF Grease - Synthetic Lubricant for Stock
0	BG Minnesota Inc	101-42123-420-42210	32.60	EGR Service Kit - HCF Grease - Synthetic Lubricant for Stock
0	BG Minnesota Inc	101-43121-430-42210	130.38	EGR Service Kit - HCF Grease - Synthetic Lubricant for Stock
0	BG Minnesota Inc	101-45200-450-42210	65.19	EGR Service Kit - HCF Grease - Synthetic Lubricant for Stock
0	BG Minnesota Inc	601-49430-000-42130	88.70	Fuel Injector Cleaner
0	BG Minnesota Inc	101-45200-450-42130	118.28	Fuel Injector Cleaner
0	BG Minnesota Inc	101-43121-430-42130	236.54	Fuel Injector Cleaner
0	BG Minnesota Inc	101-42123-420-42130	59.14	Fuel Injector Cleaner
0	BG Minnesota Inc	602-49450-000-42130	88.70	Fuel Injector Cleaner

Check Numb	Last Name	Acct 1	Amount	Description
	BG Minnesota Inc		917.31	
0	BHE Renewables	602-49480-000-43810	12,965.73	Solar Energy - March
	BHE Renewables		12,965.73	
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	820.63	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	1,868.96	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	892.61	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	410.26	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	179.14	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	712.23	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	-8.55	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	-0.74	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-21707	150,431.95	Heath Insurance Premiums
	Blue Cross Blue Shield of Minnesota		160,305.34	
0	Bolton & Menk Inc	290-46500-462-43090	1,849.00	Consulting Charges for TH60 West Concept Plan
	Bolton & Menk Inc		1,849.00	
0	Border States Industries Inc	101-43160-430-42110	885.20	Streetlight Pole
0	Border States Industries Inc	101-43160-430-42110	792.02	Streetlight Pole
0	Border States Industries Inc	101-42110-420-42230	46.64	U-Shaped Light Bulbs
	Border States Industries Inc		1,723.86	
180679	Broz Electric LLC	101-00000-000-20820	1.00	Refund Electrical Permit 2024-00467 Surcharge
	Broz Electric LLC		1.00	
180680	Cal's Metals	101-42210-420-42230	121.18	Hose Rack
	Cal's Metals		121.18	
0	Canadian Pacific Railway Company	101-45200-450-44160	100.00	Land Rent for Trail

Check Numb	Last Name	Acct 1	Amount	Description
	Canadian Pacific Railway Company		100.00	
180681	Canon Financial Services Inc	101-41910-410-44160	112.21	Planning and Zoning Copier Charges Monthly
180681	Canon Financial Services Inc	603-49500-000-44160	1.47	Copier Lease March
180681	Canon Financial Services Inc	602-49450-000-44160	10.29	Copier Lease March
180681	Canon Financial Services Inc	601-49430-000-44160	10.29	Copier Lease March
180681	Canon Financial Services Inc	101-43121-430-44160	98.90	Copier Lease March
180681	Canon Financial Services Inc	240-46210-460-44160	112.20	Community Development Copier Charges Monthly
	Canon Financial Services Inc		345.36	
180682	Cardio Partners Inc	101-45122-450-42110	1,862.30	AED
	Cardio Partners Inc		1,862.30	
0	Cardmember Service	101-45110-450-43430	58.00	Facebook Boosts - Lifeguard and Woodworking Classes Ad
0	Cardmember Service	101-45130-450-42110	481.35	American Red Cross-Lifeguard Manuals
0	Cardmember Service	101-45200-450-42110	1,234.10	Treestuff-Wedge/Rigging Line/Pulley Block
0	Cardmember Service	101-42121-420-43140	75.00	BCA: DMT-G Recertification / Matt S
0	Cardmember Service	101-42400-420-43140	170.00	MN Dept of Labor & Industry - Building Codes Seminar
0	Cardmember Service	602-49450-000-43140	170.00	MN AWWA -B Glynn Conference
0	Cardmember Service	101-41800-410-44330	175.00	National PELRA-Membership J.Walburn
0	Cardmember Service	101-42123-420-42410	138.92	Galls: Ear Pieces
0	Cardmember Service	101-42110-420-43220	17.30	USPS-Certified Mail Postage
0	Cardmember Service	101-42110-420-43220	13.65	USPS-Certified Mail Postage
0	Cardmember Service	601-49430-000-43310	425.74	Holiday Inn-TJudd Lodging MRWA Conference
0	Cardmember Service	101-41800-410-43140	40.00	League Mn Cities-Safety/Workshop-Bushard/Dienst
0	Cardmember Service	601-49430-000-43310	437.00	TCraig Lodging MRWA Water & Wastewater Conference
0	Cardmember Service	602-49480-000-43310	437.00	Holiday Inn-T Glende Lodging MRWA Conference
0	Cardmember Service	101-45110-450-43140	93.99	Food Service Certification - Kevin OBrien
0	Cardmember Service	101-45110-450-44330	18.24	Spotify Subscription
0	Cardmember Service	101-45110-450-43430	12.21	Facebook Boosts - Advertising
0	Cardmember Service	101-45110-450-43430	18.99	Facebook Boosts - Advertising
0	Cardmember Service	101-41910-410-43140	667.00	American Planning Assn-Training Conference
0	Cardmember Service	101-42500-420-42110	34.88	Hy Vee - Weather Radio
0	Cardmember Service	101-42123-420-44330	270.00	Post Board: License Renewals-Madson/Marvin/McCarthy
0	Cardmember Service	101-42110-420-43310	181.84	Best Western: Chief's Conf / J Sherwin
0	Cardmember Service	101-42110-420-43220	17.30	USPS_Certified Mail Postage
0	Cardmember Service	101-45122-450-44045	69.90	Sportsmith-Ankle Straps & Cuffs Fitness Room Equipment
0	Cardmember Service	602-49480-000-42110	162.00	SP Fire Hose-Direct-Fire Hose for WWTP
0	Cardmember Service	101-42110-420-43095	18.48	ZOOM
0	Cardmember Service	101-41320-410-42115	154.69	Signature Restaurant-Lunch Meeting

Check Numb	Last Name	Acct 1	Amount	Description
0	Cardmember Service	101-45110-450-44330	175.75	Sling Subscription
0	Cardmember Service	101-45130-450-42110	71.17	American Red Cross-Lifeguard Instructor Deck Books
0	Cardmember Service	101-42110-420-44330	5.00	Reconyx
0	Cardmember Service	101-41910-410-44330	417.50	American Planning Assn-Dues
0	Cardmember Service	280-46310-461-44330	212.03	MMHA Dues & Membership
0	Cardmember Service	101-42220-420-43130	358.00	Fire Safety Education - Tabletop Banners
0	Cardmember Service	101-45110-450-43430	58.00	Facebook Boosts - Lifeguard Class Advertising
0	Cardmember Service	603-49500-000-43310	425.74	Holiday Inn-S McDermott Lodging MRWA Conference
0	Cardmember Service	101-41800-410-42115	67.78	Jimmy Johns-HR/IT Dept. Meeting
0	Cardmember Service	101-42110-420-44330	180.00	Post Board: License Renewals / J Severson - J Sherwin
0	Cardmember Service	101-42210-420-42115	33.94	Fareway - Snacks for Skywarn Training
0	Cardmember Service	101-45110-450-44330	15.99	Zoom Subscription
0	Cardmember Service	101-41580-410-43095	311.40	Atera DYN Webroot Subscription
0	Cardmember Service	602-49450-000-43140	170.00	MN AWWA-K StruckConference
0	Cardmember Service	602-49480-000-43310	425.74	Holiday Inn-T Glende Lodging MRWA Conference
0	Cardmember Service	101-42121-420-43140	75.00	BCA: DMT-G Recertification / J Sjodin
	Cardmember Service		8,595.62	
180683	Carlson Nicolette & Matthew	601-00000-000-20200	37.93	Refund Check 021021-001, 2207 Hulett Ave
	Carlson Nicolette & Matthew		37.93	
180684	Carrot-Top Industries Inc	101-42110-420-42110	100.72	Minnesota Flag
	Carrot-Top Industries Inc		100.72	
180685	Cedar Lake Electric Inc	101-00000-420-32220	160.00	Refund Electrical Permit #2024-00460
180685	Cedar Lake Electric Inc	101-00000-000-20820	5.50	Refund Electrical Permit #2024-00460 Surcharge
	Cedar Lake Electric Inc		165.50	
180686	Cengage Learning Inc	101-45500-450-42190	41.00	Books
	Cengage Learning Inc		41.00	
180687	Center for Energy and Environment	240-46210-460-43131	50.00	Home Energy Squad Visits
	Center for Energy and Environment		50.00	
180688	Chadderdon Lumber	602-49480-000-42110	42.00	Lumber for Hose Rack

Check Numb	Last Name	Acct 1	Amount	Description
	Chadderdon Lumber		42.00	
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Service - Mops
0	Cintas Corporation	101-45200-450-44060	33.61	Laundry Services
0	Cintas Corporation	101-43121-430-44060	34.29	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels/Floor Mats
0	Cintas Corporation	602-49480-000-44060	42.76	Uniform Laundry
0	Cintas Corporation	601-49430-000-44060	30.33	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	10.03	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	38.68	Laundry
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	24.40	Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-43126-430-44060	10.03	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	101-45200-450-44060	33.61	Laundry Services
0	Cintas Corporation	101-43121-430-44060	28.95	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	603-49500-000-42170	3.06	Safety Cabinet Restock
0	Cintas Corporation	602-49450-000-42170	21.49	Safety Cabinet Restock
0	Cintas Corporation	601-49430-000-42170	21.49	Safety Cabinet Restock
0	Cintas Corporation	101-43121-430-42170	206.49	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42110	0.74	Mop - Disposable Towels
0	Cintas Corporation	601-49430-000-44060	31.39	Uniform Cleaning Water
0	Cintas Corporation	101-45200-450-44060	38.68	Laundry Services
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Storm
0	Cintas Corporation	601-49430-000-42110	5.25	Mop - Disposable Towels
0	Cintas Corporation	602-49450-000-42110	5.25	Mop - Disposable Towels
0	Cintas Corporation	602-49480-000-44060	42.76	Uniform Laundry
0	Cintas Corporation	101-43121-430-42110	50.40	Mop - Disposable Towels
0	Cintas Corporation	101-43121-430-44060	34.93	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	11.27	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	602-49450-000-44060	12.64	Uniform Cleaning Sewer
	Cintas Corporation		1,004.87	

Check Numb	Last Name	Acct 1	Amount	Description
180689	City of Owatonna	101-42220-420-43140	850.00	CMC Rescue Tech Training / Vargo
	City of Owatonna		850.00	
0	CivicPlus	101-41110-410-43090	60.09	Closed Captioning
	CivicPlus		60.09	
0	CoLibri System	101-45500-450-42010	598.10	Book Covers
	CoLibri System		598.10	
180661	Colonial Life	101-00000-000-21711	80.00	PR Batch 00553.05.2024 Short Term Disability
	Colonial Life		80.00	
180690	Community Co-op Oil Assn	101-42220-420-42120	29.65	Fuel
180690	Community Co-op Oil Assn	101-42220-420-42120	28.51	Fuel
180690	Community Co-op Oil Assn	101-43126-430-42110	27.00	Propane Cylinder Exchange
180690	Community Co-op Oil Assn	101-43126-430-42110	27.00	Propane Cylinder Exchange
180690	Community Co-op Oil Assn	602-49450-000-42120	35.00	Non Oxy Fuel
180690	Community Co-op Oil Assn	101-43121-430-42220	342.00	Tires - Street #114
180690	Community Co-op Oil Assn	101-43121-430-42220	137.50	Tire - Street #114
	Community Co-op Oil Assn		626.66	
180691	Congregational Church UCC	601-00000-000-20200	22.44	Refund Check 012125-001, 222 3 Ave NW
	Congregational Church UCC		22.44	
180692	Consolidated Communications	601-49430-000-43250	64.98	Water Plant DSL w/Static IP
	Consolidated Communications		64.98	
180693	Continental Carbon Group	602-49480-000-42160	66,700.00	Air Scrubber Carbon
	Continental Carbon Group		66,700.00	
180694	Core & Main LP	601-49430-000-42110	2,350.00	3 Inch Meter Faribault Willow Apartments
	Core & Main LP		2,350.00	
0	Creative Empire LLC	101-45500-450-43096	4,331.19	Mango Languages Subscription

Check Numb	Last Name	Acct 1	Amount	Description
0	Creative Empire LLC	101-45500-450-43096	840.00	Mango Languages Sign Language
	Creative Empire LLC		5,171.19	
0	Culligan	101-45500-450-44010	126.50	Solar Salt
0	Culligan	101-45200-450-42110	104.85	Softener Salt and Rust Remover Salt
0	Culligan	101-41940-410-44160	152.10	Water Equipment Rental
0	Culligan	101-45122-450-44160	43.30	Water Equipment Rental
0	Culligan	101-42110-420-42230	265.80	Bottles for Water Cooler
0	Culligan	101-45500-450-44160	40.50	Drinking Water Equip Rental
	Culligan		733.05	
180695	Dalco	101-42110-420-42230	127.46	Hydrogen Peroxide - Drano
180695	Dalco	601-49430-000-42230	33.93	Floor Finisher - Peroxide Wipes - Surface Prep - Microfiber Pads
180695	Dalco	602-49450-000-42230	33.93	Floor Finisher - Peroxide Wipes - Surface Prep - Microfiber Pads
180695	Dalco	101-43121-430-42230	326.03	Floor Finisher - Peroxide Wipes - Surface Prep - Microfiber Pads
180695	Dalco	603-49500-000-42230	4.82	Floor Finisher - Peroxide Wipes - Surface Prep - Microfiber Pads
	Dalco		526.17	
180696	Darren Viland Carpentry	101-00000-000-22000	1,000.00	Escrow Release-1136 Cuylle Ct Permit 2022-1412
180696	Darren Viland Carpentry	101-00000-000-22000	1,000.00	Escrow Release-402 Chestnut Lane Permit 2019-00363
	Darren Viland Carpentry		2,000.00	
180697	Diamond Vogel, Inc.	101-43170-430-42240	1,980.00	White Paint
	Diamond Vogel, Inc.		1,980.00	
180698	DJ Medin Architects Inc	437-45500-450-45300	309.50	Architect Services
	DJ Medin Architects Inc		309.50	
180699	DocuSign Inc	101-41320-410-43095	2,760.00	DocuSign Contract 03/31/2024-03/30/2025
	DocuSign Inc		2,760.00	
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	382.11	Lanier IM C2500 Copier
0	E O Johnson Company Inc-Dallas	101-45110-450-44160	312.72	Copier Lease Payment
	E O Johnson Company Inc-Dallas		694.83	

Check Numb	Last Name	Acct 1	Amount	Description
0	Electric Pump Inc	602-49450-000-44045	0.01	Installation of Loaner Pump-Park Ave Lift Station
0	Electric Pump Inc	602-49450-000-44045	-0.01	Installation of Loaner Pump-Park Ave Lift Station
0	Electric Pump Inc	602-49450-000-43090	2,800.00	2024 Liftstation Service Agreement
	Electric Pump Inc		2,800.00	
180700	EleMech, Inc.	601-49430-000-42110	225.00	Fobs for Water Fill Station
	EleMech, Inc.		225.00	
180701	Ellerbusch Philip	601-00000-000-20200	41.76	Refund Check 009215-000, 828 3 Ave NW
	Ellerbusch Philip		41.76	
180702	Emergency Apparatus Maintenance Inc	101-42220-420-42210	27.11	Pivot Block Spring #2117
	Emergency Apparatus Maintenance Inc		27.11	
0	Empower Retirement-HCSP	101-00000-000-21720	774.11	PR Batch 00553.05.2024 Health Care Savings Plan L70 1
0	Empower Retirement-HCSP	101-00000-000-21720	1,569.88	PR Batch 00553.05.2024 Health Care Savings Plan 357
0	Empower Retirement-HCSP	101-00000-000-21720	929.11	PR Batch 00553.05.2024 Health Care Savings Plan L70 2
0	Empower Retirement-HCSP	101-00000-000-21720	1,003.28	PR Batch 00553.05.2024 Health Care Savings Act Fire
0	Empower Retirement-HCSP	101-00000-000-21720	940.13	PR Batch 00553.04.2024 Health Care Savings Plan L70 2
0	Empower Retirement-HCSP	101-00000-000-21720	39,151.11	PR Batch 00553.04.2024 Health Care Savings Plan
0	Empower Retirement-HCSP	101-00000-000-21720	763.43	PR Batch 00553.04.2024 Health Care Savings Plan L70 1
0	Empower Retirement-HCSP	101-00000-000-21720	1,644.79	PR Batch 00553.04.2024 Health Care Savings Plan 357
0	Empower Retirement-HCSP	101-00000-000-21720	1,078.31	PR Batch 00553.04.2024 Health Care Savings Act Fire
	Empower Retirement-HCSP		47,854.15	
0	Enterprise FM Trust	101-42121-420-44160	694.49	Monthly Lease / #12
0	Enterprise FM Trust	101-42121-420-44390	16.25	Registration Renewal / #20
0	Enterprise FM Trust	101-42700-420-44160	924.31	Monthly Lease / #23
0	Enterprise FM Trust	101-42121-420-44160	923.59	Monthly Lease / #7
0	Enterprise FM Trust	101-42121-420-44160	635.64	Monthly Lease / #19
0	Enterprise FM Trust	101-42123-420-44390	39.00	Initial Registration / #11
0	Enterprise FM Trust	101-42121-420-44390	54.00	Initial Registration / #7
0	Enterprise FM Trust	101-42123-420-44160	844.36	Monthly Lease / #24
0	Enterprise FM Trust	101-42121-420-44160	732.59	Monthly Lease / #1
0	Enterprise FM Trust	101-42121-420-44390	16.25	Registration Renewal / #19
0	Enterprise FM Trust	101-42121-420-44390	16.25	Registration Renewal / #1
0	Enterprise FM Trust	101-42123-420-44160	838.23	Monthly Lease / #3
0	Enterprise FM Trust	101-42123-420-44160	888.62	Monthly Lease #11

Check Numb	Last Name	Acct 1	Amount	Description
0	Enterprise FM Trust	101-42123-420-44390	39.00	Initial Registration / #16
0	Enterprise FM Trust	101-42110-420-44160	979.65	Monthly Lease / #13
0	Enterprise FM Trust	101-42700-420-44160	750.29	Monthly Lease / #8
0	Enterprise FM Trust	101-42110-420-44390	16.25	Registration Renewal / #22
0	Enterprise FM Trust	101-42110-420-44160	909.41	Monthly Lease / #20
0	Enterprise FM Trust	101-42110-420-44390	54.00	Initial Registration / #13
0	Enterprise FM Trust	101-42123-420-42210	660.00	Custom Equipment (Remote Start) / #16
0	Enterprise FM Trust	101-42110-420-44160	635.32	Monthly Lease / #22
0	Enterprise FM Trust	101-42123-420-44160	1,382.36	Partial and Full Monthly Lease / #16
0	Enterprise FM Trust	101-42123-420-44160	843.65	Monthly Lease / #6
Enterprise FM Trust			12,893.51	
180703	Erick Warner Construction Inc	101-00000-000-22000	1,000.00	Escrow Release-18 Benedict Permit No 2021-01044
Erick Warner Construction Inc			1,000.00	
180704	Extreme Unlimited LLC	101-00000-000-22000	1,000.00	Escrow Release-3011 Acorn Trail Permit No 2022-00791
Extreme Unlimited LLC			1,000.00	
0	Fairchild Equipment Inc	601-49430-000-45400	16,425.00	Platform Lift WTP
Fairchild Equipment Inc			16,425.00	
180705	Fareway Stores Inc #126	101-41940-410-42110	68.86	Coffee - Paper Towels - Air Freshener - Cleaner
180705	Fareway Stores Inc #126	101-41800-410-44382	89.02	Walk for Wellness Luncheon - 05/01/2024
180705	Fareway Stores Inc #126	101-41800-410-44382	34.95	Walk for Wellness Luncheon - 5/1/2024
Fareway Stores Inc #126			192.83	
180706	Faribault Ace Hardware	602-49480-000-42110	64.45	Cleaner/Batteries/Key Tags
180706	Faribault Ace Hardware	101-45500-450-42110	21.18	Cleaners
180706	Faribault Ace Hardware	101-42210-420-42230	24.43	Paper Towels
180706	Faribault Ace Hardware	101-45140-450-42110	25.90	Fuses/Faucet Washers
180706	Faribault Ace Hardware	101-45200-450-42110	89.97	Plumbing Supplies
180706	Faribault Ace Hardware	601-49430-000-42110	1.17	Odor Eliminator
180706	Faribault Ace Hardware	603-49500-000-42110	0.17	Odor Eliminator
180706	Faribault Ace Hardware	101-43121-430-42110	11.26	Odor Eliminator
180706	Faribault Ace Hardware	602-49450-000-42110	1.17	Odor Eliminator
180706	Faribault Ace Hardware	101-45200-450-42110	36.63	Hardware-Bolts & Snaps
180706	Faribault Ace Hardware	602-49480-000-42110	56.57	Glue/Screws
180706	Faribault Ace Hardware	602-49480-000-42110	65.64	Cleaner/Toilet Paper

Check Numb	Last Name	Acct 1	Amount	Description
180706	Faribault Ace Hardware	101-42110-420-42110	8.99	Threadlocker
180706	Faribault Ace Hardware	101-42220-420-42110	12.59	Poly Stain
180706	Faribault Ace Hardware	101-42220-420-42110	22.49	Drill Bit
180706	Faribault Ace Hardware	602-49480-000-42130	18.87	2 Cycle Oil
180706	Faribault Ace Hardware	101-45122-450-42110	8.98	Funnels
180706	Faribault Ace Hardware	101-42220-420-42110	15.27	Butane Cylinder / Heat Shrink
180706	Faribault Ace Hardware	101-41940-410-42410	74.99	Ladder
180706	Faribault Ace Hardware	101-42220-420-42110	38.47	Cable Ties / Heat Shrink
180706	Faribault Ace Hardware	602-49480-000-42110	76.49	Toilet Paper
180706	Faribault Ace Hardware	101-42220-420-42110	11.68	Mounting/Hanging Strips for Trailer
180706	Faribault Ace Hardware	101-42220-420-42110	5.99	Propane Cylinder
180706	Faribault Ace Hardware	601-49430-000-42110	8.99	Batteries
180706	Faribault Ace Hardware	101-45122-450-42110	14.39	Coat Hook
180706	Faribault Ace Hardware	101-42220-420-42110	23.38	Wood Glue
180706	Faribault Ace Hardware	101-45200-450-42110	21.55	Hand Soap
180706	Faribault Ace Hardware	602-49480-000-42110	94.04	Cleaning Supplies/ Hangers
180706	Faribault Ace Hardware	101-42220-420-42110	33.29	Velcro
180706	Faribault Ace Hardware	101-45200-450-42110	16.19	Toilet Plunger
180706	Faribault Ace Hardware	101-45122-450-42410	16.19	Probe Set
	Faribault Ace Hardware		921.37	
180707	Faribault Area Chamber of Commerce	101-41110-410-44384	7,459.79	Lodging Taxes - March
	Faribault Area Chamber of Commerce		7,459.79	
0	Faribault Fleet Supply Inc	602-49480-000-42110	34.38	Hammer/ Starting Fluid
0	Faribault Fleet Supply Inc	101-42220-420-42110	46.47	Hardware for Trailer
0	Faribault Fleet Supply Inc	101-43121-430-42110	132.11	Propane
0	Faribault Fleet Supply Inc	101-43170-430-42110	14.78	Spray Paint
0	Faribault Fleet Supply Inc	602-49450-000-42410	413.96	Sprayers for Units 1 and 2
0	Faribault Fleet Supply Inc	601-49430-000-42110	859.98	Gates for Dead End Frink Ave
0	Faribault Fleet Supply Inc	101-45200-450-42110	41.63	Plumbing Supplies
0	Faribault Fleet Supply Inc	101-45200-450-42110	118.94	Corn Brooms/Picker Sticks (State Crew Supplies)
0	Faribault Fleet Supply Inc	101-45200-450-42410	123.96	Tool Set/Mop/Cable Ties
0	Faribault Fleet Supply Inc	601-49430-000-42110	45.98	Oats
0	Faribault Fleet Supply Inc	101-45200-450-42110	31.97	Ball Valve/Male Connector
0	Faribault Fleet Supply Inc	101-43126-430-42110	11.49	Chainsaw Oil
0	Faribault Fleet Supply Inc	101-45200-450-42110	5.94	Landscape Mulch
0	Faribault Fleet Supply Inc	101-45200-450-42110	9.57	Cut Off Blades
	Faribault Fleet Supply Inc		1,891.16	

Check Numb	Last Name	Acct 1	Amount	Description
180708	Faribault Interiors	437-41940-410-44050	30,200.00	Flooring - City Hall Remodel - Final Payment
	Faribault Interiors		30,200.00	
0	Faribault Rental Equipment Inc	101-45122-450-44160	140.40	Floor Stripper Rental
	Faribault Rental Equipment Inc		140.40	
180709	Faribault Veterinary Clinic	101-42700-420-43090	221.25	Care of Stray
	Faribault Veterinary Clinic		221.25	
0	Faribo Plumbing & Heating Inc	601-49430-000-42110	279.23	Plumbing Supplies
	Faribo Plumbing & Heating Inc		279.23	
180710	FARO Technologies Inc	101-42110-420-42070	0.01	Laser Scanner
180710	FARO Technologies Inc	101-42110-420-42070	-0.01	Laser Scanner
180710	FARO Technologies Inc	101-42110-420-42110	591.23	Battery for Scanner - BJA Grant Funds
	FARO Technologies Inc		591.23	
0	Fastenal Company	602-49480-000-42410	33.20	Hammer
0	Fastenal Company	101-43170-430-42240	126.07	Street Sign Supplies
	Fastenal Company		159.27	
0	Fergus Power Pump Inc	602-49480-000-43090	178,487.63	Spring Biosolids Application
	Fergus Power Pump Inc		178,487.63	
180711	Ferguson Enterprises Inc. #1657	101-45200-450-42110	72.99	Metering Cartridge Faucet
180711	Ferguson Enterprises Inc. #1657	101-45200-450-42110	88.00	Metering Valve/Plumbing
	Ferguson Enterprises Inc. #1657		160.99	
180712	Ferguson Waterworks #2518	602-49480-000-42410	349.00	Hammer Drill
180712	Ferguson Waterworks #2518	601-49430-000-42110	1,912.83	Hydrant Parts
	Ferguson Waterworks #2518		2,261.83	
0	Fette Electronics Inc	431-41110-410-45400	56.98	HDMI Cord and Coupler - Council Chambers
0	Fette Electronics Inc	101-45200-450-44045	325.00	Repair Amplifier @ Bell Field

Check Numb	Last Name	Acct 1	Amount	Description
0	Fette Electronics Inc	101-45130-450-42110	49.00	Microphone
0	Fette Electronics Inc	101-42110-420-43090	299.88	Monitoring of Fire & Sprinkler - Annual Fee
0	Fette Electronics Inc	101-45122-450-43090	264.00	Monitor Burglar - Panic Alarm
0	Fette Electronics Inc	101-45122-450-44010	760.00	Replace Cameras for Security System
0	Fette Electronics Inc	101-45126-450-42110	62.98	Cables for Projector and Sound System
0	Fette Electronics Inc	101-45126-450-42110	19.99	Ipad Charger - Cord
0	Fette Electronics Inc	101-45110-450-43090	150.00	Install Camera Surveillance Software on Computers
	Fette Electronics Inc		1,987.83	
0	Five Star Telecom Inc	101-00000-000-10100	9,621.97	Downtown Camera Installation - Public Safety Funds
0	Five Star Telecom Inc	101-42110-420-43090	9,621.97	Downtown Camera Installation - Public Safety Funds
0	Five Star Telecom Inc	101-00000-000-10113	-9,621.97	Downtown Camera Installation - Public Safety Funds
	Five Star Telecom Inc		9,621.97	
180713	Foth & Van Dyke LLC	225-49810-430-45300	396.73	Airport Lighting Improvements Through 8/31/23
	Foth & Van Dyke LLC		396.73	
180714	Fremarek, Inc.	101-45200-450-42110	339.34	Graffiti/Wasp Spray
	Fremarek, Inc.		339.34	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis Rental
	Garlick Brothers LLC		40.00	
180655	GIS Benefits	101-00000-000-11510	31.65	
180655	GIS Benefits	101-00000-000-21717	584.48	Vision Insurance Prepaid - May
180655	GIS Benefits	101-00000-000-21711	797.00	Voluntary Short Term Disability - May
180655	GIS Benefits	101-00000-000-11510	111.12	
180655	GIS Benefits	101-00000-000-21710	1,518.34	Voluntary Life Insurance - May
180655	GIS Benefits	101-00000-000-11510	8.63	
180655	GIS Benefits	101-00000-000-11510	8.63	
180655	GIS Benefits	101-00000-000-11510	31.65	
180655	GIS Benefits	101-00000-000-21716	1,094.46	Accident/Critical Illness - May
180655	GIS Benefits	101-00000-000-21715	6,139.56	Dental Insurance Prepaid - May
	GIS Benefits		10,325.52	
180715	Glenn's Service LLC	101-42121-420-43090	71.03	Tow Tool Box Pine Hurst to FPD Storage Facility /#24-745
180715	Glenn's Service LLC	101-42700-420-44040	120.00	Mount and Balance Tires / #15

Check Numb	Last Name	Acct 1	Amount	Description
	Glenn's Service LLC		191.03	
0	Godfather's Pizza	101-45500-450-43130	26.23	Programming
	Godfather's Pizza		26.23	
0	Gopher State One Call	603-49500-000-43090	131.40	One Call Locate Tickets for April 2024
0	Gopher State One Call	602-49450-000-43090	131.40	One Call Locate Tickets for April 2024
0	Gopher State One Call	601-49430-000-43090	131.40	One Call Locate Tickets for April 2024
	Gopher State One Call		394.20	
0	Grainger Inc	101-45125-450-42110	149.43	Ice Machine Cleaner and Sanitizer
	Grainger Inc		149.43	
180716	Haase Ronald	601-00000-000-20200	52.01	Refund Check 018261-001, 2202 Hulett Ave
	Haase Ronald		52.01	
180717	Harlequin Sales Corp/Reader Service	101-45500-450-42190	27.56	Books - Acct #328689393
	Harlequin Sales Corp/Reader Service		27.56	
0	Harry Brown's LLC	101-42123-420-44040	311.10	Car Washes
0	Harry Brown's LLC	431-45200-450-45500	53,580.19	2024 GMC Pickup
0	Harry Brown's LLC	101-45110-450-42210	129.95	Tail Light - 2011 Ram Pickup
	Harry Brown's LLC		54,021.24	
0	Havelka Craig L	101-42400-420-43090	37.50	Fire Extinguisher Hydro Tests
	Havelka Craig L		37.50	
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	2,322.00	Chlorine
0	Hawkins Inc	101-45122-450-42160	1,163.34	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	6,685.09	Fluoride/Sodium Permanganate/Sodium Silicate
0	Hawkins Inc	101-45125-450-42160	30.00	Pool Chemical Demurrage
0	Hawkins Inc	601-49430-000-42160	5,654.40	Sodium Permanganate/ Sodium Silicate

Check Numb	Last Name	Acct 1	Amount	Description
	Hawkins Inc		15,854.83	
0	Healthy Community Initiative	101-42123-420-43140	65.00	CIT Training-Madson /VanHeuveln/Caron/Garcia/Nelson
	Healthy Community Initiative		65.00	
180718	Heers Corporation	101-00000-000-22000	1,000.00	Escrow Release-507 Chestnut Permit No 2022 00105
	Heers Corporation		1,000.00	
0	Heritage Pool Supply Group Inc	431-45125-450-45400	5,928.27	Pool Vacuum
	Heritage Pool Supply Group Inc		5,928.27	
180719	Hillyard Hutchinson	101-45500-450-42410	746.33	Vacuum
180719	Hillyard Hutchinson	101-41940-410-42110	475.24	Toilet Tissue and Paper Towels
180719	Hillyard Hutchinson	101-45122-450-42110	1,540.82	Soap - Cleaners - Paper Towels - Toilet Tissue
180719	Hillyard Hutchinson	101-45500-450-42110	431.70	Paper Towels - Toilet Tissue
180719	Hillyard Hutchinson	101-41940-410-42110	162.86	Garbage Bags
	Hillyard Hutchinson		3,356.95	
180720	Hoisington Andrew W	101-41940-410-44010	600.00	Paint Office - 2nd Floor
	Hoisington Andrew W		600.00	
180721	Holtmeier Construction Inc	601-49430-000-45300	5,301.54	2023-16 Pay Req 2
	Holtmeier Construction Inc		5,301.54	
180722	Homeier Glen	601-00000-000-20200	55.74	Refund Check 026295-000, 1409 Robinwood Ln
	Homeier Glen		55.74	
180723	Housefacts	602-49480-000-44045	105.00	Garage Door Service Call
	Housefacts		105.00	
180724	Hy-Vee - Accounts Receivable	101-41320-410-42115	304.91	Site Visit
	Hy-Vee - Accounts Receivable		304.91	

Check Numb	Last Name	Acct 1	Amount	Description
0	I & S Group Inc	437-41940-410-45200	337.50	Construction Admin/Bid Assistance - City Hall Remodel
	I & S Group Inc		337.50	
180662	IAFF Local 665	101-00000-000-21708	810.00	PR Batch 00553.05.2024 IAFF Local 665
	IAFF Local 665		810.00	
0	Imperial Supplies Holdings Inc	101-43126-430-42110	176.93	Bandsaw Cutting Oil
0	Imperial Supplies Holdings Inc	101-43126-430-42110	42.74	Deutsch Terminals/Plugs
0	Imperial Supplies Holdings Inc	602-49450-000-42410	111.81	Hose Reals for Utilities Trucks
0	Imperial Supplies Holdings Inc	601-49430-000-42210	162.74	Pressure Gauge
	Imperial Supplies Holdings Inc		494.22	
0	Innovative Office Solutions LLC	101-42110-420-42110	35.22	Forks
0	Innovative Office Solutions LLC	101-42124-420-42010	38.15	Note Pads/Correction Tape/ Jumbo Clips/Paperclips/Memo Books
0	Innovative Office Solutions LLC	101-45110-450-42010	26.95	Envelopes
0	Innovative Office Solutions LLC	101-45110-450-42010	76.25	Kleenex - Pens - Towelettes
0	Innovative Office Solutions LLC	101-45500-450-42010	28.06	Markers/Highlighters/Post-it Notes/White-Out Pens
0	Innovative Office Solutions LLC	101-45110-450-42010	34.89	Writing Pads - File Pocket - Cubicle Hooks
0	Innovative Office Solutions LLC	101-45500-450-42010	12.70	Batteries
0	Innovative Office Solutions LLC	101-42110-420-42110	47.11	Forks for Upstairs Lunch Room
0	Innovative Office Solutions LLC	101-42110-420-42010	2.68	3-Ring Binder
0	Innovative Office Solutions LLC	101-42110-420-42010	15.07	Report Covers
	Innovative Office Solutions LLC		317.08	
0	Insty-Prints	101-42210-420-42030	8.64	Lamination
	Insty-Prints		8.64	
0	Internal Revenue Service	101-00000-000-21703	17,498.24	PR Batch 00553.04.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	17,498.24	PR Batch 00553.04.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,337.23	PR Batch 00553.04.2024 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	6,337.23	PR Batch 00553.04.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	39,101.78	PR Batch 00553.04.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	-475.09	PR Batch 00001.04.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	-475.09	PR Batch 00001.04.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21701	37,921.91	PR Batch 00553.05.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,134.50	PR Batch 00553.05.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	16,850.91	PR Batch 00553.05.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	16,850.91	PR Batch 00553.05.2024 FICA Employee

Check Numb	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21704	6,134.50	PR Batch 00553.05.2024 Medicare Employer
	Internal Revenue Service		169,715.27	
180725	International Assoc of Fire Chiefs	101-42210-420-44330	215.00	IAFC Membership Renewal 06/01/2024-05/31/2025
	International Assoc of Fire Chiefs		215.00	
180726	International Institute of Municipal Clerks	101-41320-410-44330	225.00	Annual Membership-H. Slechta
	International Institute of Municipal Clerks		225.00	
180656	IUOE Local 70	101-00000-000-21708	63.50	PR Batch 00553.04.2024 Local 70 Union Dues
180663	IUOE Local 70	101-00000-000-21708	2,139.50	PR Batch 00553.05.2024 Local 70 Union Dues
	IUOE Local 70		2,203.00	
0	J C Schultz Enterprises Inc	210-46100-410-44383	361.32	Flags for City of Faribault
	J C Schultz Enterprises Inc		361.32	
180727	JAMES R NELSON	401-43121-430-44370	120.00	Franchise Fee Rebate 1806426021
	JAMES R NELSON		120.00	
180728	Jeff Jandro Properties LLC	601-00000-000-20200	34.03	Refund Check 008015-038, 827 Central Ave
	Jeff Jandro Properties LLC		34.03	
0	John Henry Foster MN Inc	602-49480-000-44045	1,692.26	Air Compressor Contract
	John Henry Foster MN Inc		1,692.26	
180729	Kamman James	601-00000-000-20200	7.33	Refund Check 023444-000, 608 3 Ave SW
	Kamman James		7.33	
0	Kiellmeyer Construction Inc	101-43121-430-42240	2,836.77	Class 5
0	Kiellmeyer Construction Inc	603-49500-000-42240	582.00	Class 2 Rip Rap
	Kiellmeyer Construction Inc		3,418.77	
0	Kline Distributing LLC	101-41800-410-44382	239.99	Walk for Wellness Luncheon - 5/1/2024

Check Numb	Last Name	Acct 1	Amount	Description
	Kline Distributing LLC		239.99	
180730	LaCanne's Marine Inc	602-49480-000-42130	45.99	Polaris Ranger ATV Oil
	LaCanne's Marine Inc		45.99	
180731	Lamperts	101-45200-450-42110	8.38	Hinges
	Lamperts		8.38	
180732	Langenfeld Myron & Edna	601-00000-000-20200	55.49	Refund Check 022742-000, 509 30 St NW
	Langenfeld Myron & Edna		55.49	
0	Lano Equipment Inc	101-43121-430-42210	235.79	Cabin Air/Fuel Filters - Street #122
	Lano Equipment Inc		235.79	
180664	Law Enforcement Labor Services Inc	101-00000-000-21708	1,551.00	PR Batch 00553.05.2024 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,551.00	
180733	League of Minnesota Cities	101-41320-410-43140	700.00	J.Kinser and H. Slechta LMC Annual Conference Registration
	League of Minnesota Cities		700.00	
180734	League of Minnesota Cities Ins Trust	101-43121-430-41510	11,210.36	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41940-410-41510	724.37	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	603-49500-000-41510	844.24	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42700-420-41510	2,284.76	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45130-450-41510	668.32	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45122-450-41510	403.87	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-43190-430-41510	698.64	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45110-450-41510	575.52	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41580-410-41510	178.52	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41320-410-41510	278.99	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45140-450-41510	983.92	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41910-410-41510	469.12	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41800-410-41510	261.29	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45125-450-41510	2,721.37	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	902-00000-000-23935	134,228.00	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42121-420-41510	13,173.32	Work Comp Premium - 3rd Qtr

Check Numb	Last Name	Acct 1	Amount	Description
180734	League of Minnesota Cities Ins Trust	101-43126-430-41510	1,482.61	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	240-46210-460-41510	327.11	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42123-420-41510	36,700.25	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	602-49480-000-41510	4,618.70	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42110-420-41510	10,111.03	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42124-420-41510	315.08	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42400-420-41510	474.11	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45500-450-41510	960.97	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	601-49430-000-41510	2,094.01	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41110-410-41510	15.85	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-43110-430-41510	111.19	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45126-450-41510	204.21	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41350-410-41510	103.13	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45200-450-41510	7,548.29	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-41510-410-41510	417.51	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	902-00000-000-23935	-134,228.00	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42210-420-41510	2,666.53	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-45122-450-41510	1,508.61	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	101-42220-420-41510	22,951.50	Work Comp Premium - 3rd Qtr
180734	League of Minnesota Cities Ins Trust	602-49450-000-41510	6,140.70	Work Comp Premium - 3rd Qtr
League of Minnesota Cities Ins Trust			134,228.00	
180735	Loffler Companies Inc	101-42110-420-44045	8.42	Police Administration Print Fee
180735	Loffler Companies Inc	902-00000-000-23935	318.37	Loffler Print Subscription
180735	Loffler Companies Inc	101-43126-430-44045	2.48	Public Works Maintenance Shop Print Fee
180735	Loffler Companies Inc	101-41800-410-44045	16.99	HR Print Fee
180735	Loffler Companies Inc	902-00000-000-23935	-318.37	Loffler Print Subscription
180735	Loffler Companies Inc	602-49480-000-44045	36.33	Waste Water Print Fee
180735	Loffler Companies Inc	101-45500-450-44045	27.00	Library Print Fee
180735	Loffler Companies Inc	101-45110-450-44045	3.52	Community Center Back Desk/Paul Print Fee
180735	Loffler Companies Inc	601-49430-000-44045	3.72	Public Works Water Plant
180735	Loffler Companies Inc	101-41510-410-44045	46.53	Finance Print Fee
180735	Loffler Companies Inc	101-43110-430-44045	0.02	Public Works Department Print Fee
180735	Loffler Companies Inc	101-42123-420-44045	112.80	Police Patrol Print Fee
180735	Loffler Companies Inc	101-43121-430-44045	0.67	Sign Shop Print Fee
180735	Loffler Companies Inc	101-41320-410-44045	3.94	Administration Print Fee
180735	Loffler Companies Inc	602-49450-000-44045	1.35	Utilities Desk in Back Print Fee
180735	Loffler Companies Inc	101-42110-420-44045	9.49	Police Investigations Print Fee
180735	Loffler Companies Inc	101-42124-420-44045	45.11	Police Records & Evidence Print Fee
180735	Loffler Companies Inc	603-49500-000-44160	0.71	Copier Charges
180735	Loffler Companies Inc	101-42400-420-44160	58.12	Copier Charges 4/1/24-4/30/24
180735	Loffler Companies Inc	601-49430-000-44160	4.97	Copier Charges

Check Numb	Last Name	Acct 1	Amount	Description
180735	Loffler Companies Inc	101-42124-420-44160	121.48	Black and White and Color Copies
180735	Loffler Companies Inc	101-41910-410-44160	61.74	Copier - Billable Copies
180735	Loffler Companies Inc	602-49450-000-44160	4.97	Copier Charges
180735	Loffler Companies Inc	101-41940-410-44160	150.04	Copier Lease
180735	Loffler Companies Inc	240-46210-460-44160	61.75	Copier - Billable Copies
180735	Loffler Companies Inc	101-42210-420-44160	21.59	Copier Charges 04/01/2024 to 04/30/2024
180735	Loffler Companies Inc	101-43121-430-44160	47.75	Copier Charges
	Loffler Companies Inc		851.49	
180736	Lube-Tech & Partners LLC	602-49450-000-42130	161.93	15W-40 Bulk Oil for Stock
180736	Lube-Tech & Partners LLC	101-42123-420-42130	107.95	15W-40 Bulk Oil for Stock
180736	Lube-Tech & Partners LLC	601-49430-000-42130	161.93	15W-40 Bulk Oil for Stock
180736	Lube-Tech & Partners LLC	101-43121-430-42130	431.80	15W-40 Bulk Oil for Stock
180736	Lube-Tech & Partners LLC	101-45200-450-42130	215.89	15W-40 Bulk Oil for Stock
	Lube-Tech & Partners LLC		1,079.50	
0	MacQueen Equipment LLC	602-49450-000-42210	999.32	Control Module
0	MacQueen Equipment LLC	101-43121-430-42210	255.92	Door Hinge Gaskets - Street #115
0	MacQueen Equipment LLC	602-49450-000-44045	1,286.19	Vactor Repairs
0	MacQueen Equipment LLC	101-42220-420-42170	1,279.09	Firefighter Boots
0	MacQueen Equipment LLC	601-49430-000-42210	101.60	Hurco Repair Kit
	MacQueen Equipment LLC		3,922.12	
180657	Madison National Life Insurance Co Inc	101-00000-000-21710	3,503.83	Life Insurance - May
180657	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-Time Firefighters Life Insurance
180658	Madison National Life Insurance Co Inc	101-00000-000-21711	1,840.40	LTD - May
	Madison National Life Insurance Co Inc		5,415.75	
0	Martin Marietta Materials Inc	601-49430-000-42240	1,823.33	Asphalt Patching Watermain Break Repair
0	Martin Marietta Materials Inc	601-49430-000-42240	914.31	Road Repair 21st St NW Hydrant Replacement
0	Martin Marietta Materials Inc	101-43121-430-42240	326.16	Asphalt
0	Martin Marietta Materials Inc	601-49430-000-42240	912.04	Asphalt Watermain Break Patch
	Martin Marietta Materials Inc		3,975.84	
0	Matejcek Implement Company	601-49430-000-42210	41.50	Seal Ring
	Matejcek Implement Company		41.50	

Check Numb	Last Name	Acct 1	Amount	Description
180737	McKenna Eric	601-00000-000-20200	0.60	Refund Check 025516-000, 1215 Ivy Way
	McKenna Eric		0.60	
0	McNeilus Steel Inc	101-45200-450-42110	340.00	Iron
0	McNeilus Steel Inc	101-45200-450-42110	213.18	Iron/Picnic Table Frames
	McNeilus Steel Inc		553.18	
0	Met-Con Construction Inc	437-41940-410-45200	74,206.39	City Hall Remodel - Payment #5
	Met-Con Construction Inc		74,206.39	
0	Metronet Holdings LLC	101-45500-450-43250	599.07	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	212.89	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	156.66	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	639.37	Hosted Phone System
0	Metronet Holdings LLC	101-41800-410-43250	68.96	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	808.47	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	140.25	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	39.73	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	205.04	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	85.30	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	293.86	Hosted Phone System
0	Metronet Holdings LLC	602-49480-000-43250	380.66	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	160.11	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	29.23	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	19.86	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	286.88	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	39.73	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	59.58	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	449.00	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	250.16	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	59.58	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	621.07	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	876.31	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	49.09	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	128.54	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	408.97	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	114.64	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	-8,303.89	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	552.96	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	226.72	Hosted Phone System

Check Numb	Last Name	Acct 1	Amount	Description
0	Metronet Holdings LLC	902-00000-000-23935	8,303.89	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	341.20	Hosted Phone System-Robinwood
	Metronet Holdings LLC		8,303.89	
0	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	101.10	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	45.97	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	59.37	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	175.96	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	24.74	Audio/Visual
0	Midwest Tape LLC	101-45500-450-43096	663.89	Hoopla Streaming
	Midwest Tape LLC		1,093.52	
180738	Minnesota Ag Power Inc	602-49480-000-42210	56.25	Lawn Mower Blades
180738	Minnesota Ag Power Inc	602-49480-000-42210	21.96	Gas Cap for Lawn Mower
180738	Minnesota Ag Power Inc	602-49480-000-42210	1,177.91	Loader Hydraulic Coupler
	Minnesota Ag Power Inc		1,256.12	
0	Minnesota Child Support Payment Center	101-00000-000-21716	733.30	PR Batch 00553.05.2024 Child Support
0	Minnesota Child Support Payment Center	101-00000-000-21716	775.12	PR Batch 00553.04.2024 Child Support
	Minnesota Child Support Payment Center		1,508.42	
180741	Minnesota Department of Health	478-43121-430-45303	150.00	2024-03 Watermain Permit
180740	Minnesota Department of Health	602-49450-000-44330	23.00	BGlynn Class D Recerification Fee
180740	Minnesota Department of Health	602-49450-000-44330	23.00	KStruck Class D Recerification Fee
180739	Minnesota Department of Health	101-45110-450-44390	35.00	Certified Food Protection Manager License Renewal
	Minnesota Department of Health		231.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,443.13	PR Batch 00553.05.2024 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	17,968.06	PR Batch 00553.04.2024 State Income Tax
	Minnesota Department of Revenue		35,411.19	
180665	Minnesota Public Employees Association	101-00000-000-21708	124.00	PR Batch 00553.05.2024 Police Support Services
	Minnesota Public Employees Association		124.00	
180666	Minnesota Teamsters Local 320	101-00000-000-21708	733.20	PR Batch 00553.05.2024 Teamsters 320 Union Dues

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Teamsters Local 320		733.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	192.20	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		2,814.20	
180659	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00553.04.2024 Mission Square
180667	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00553.05.2024 Mission Square
	Mission Square 303492		100.00	
180742	MLEEA	101-42123-420-43130	5,850.00	Explorer Conference
	MLEEA		5,850.00	
0	Money Movers Inc	101-45110-450-43090	11.00	Insurance Reimbursement Fee
	Money Movers Inc		11.00	
0	Motor Parts & Equipment Corp	101-42220-420-42210	-352.96	Bed Liner - Credit
0	Motor Parts & Equipment Corp	101-42220-420-42210	101.12	Degreaser / Wiper Blades #2110
0	Motor Parts & Equipment Corp	101-45200-450-42110	16.86	Heater Valve
0	Motor Parts & Equipment Corp	602-49480-000-42210	21.20	Exhaust Fan Belt
0	Motor Parts & Equipment Corp	602-49480-000-42130	23.20	Oil
0	Motor Parts & Equipment Corp	101-43126-430-42410	58.07	Nut Cover Removal Tool
0	Motor Parts & Equipment Corp	101-43121-430-42110	9.99	Razor Blades - Equipment Maintenance
0	Motor Parts & Equipment Corp	101-43121-430-42210	29.96	Air Line Fitting/Thread Sealant
0	Motor Parts & Equipment Corp	101-42220-420-42210	549.06	Bed Liner
0	Motor Parts & Equipment Corp	240-46210-460-42210	49.03	Vehicle Repairs #4
0	Motor Parts & Equipment Corp	240-46210-460-42210	81.69	Vehicle No 3 Exhaust Parts
0	Motor Parts & Equipment Corp	101-42220-420-42210	23.99	Air Hose
0	Motor Parts & Equipment Corp	240-46210-460-42210	104.20	Parts Exhaust for Malibu

Check Numb	Last Name	Acct 1	Amount	Description
	Motor Parts & Equipment Corp		715.41	
0	MTI Distributing Inc	101-45200-450-42210	240.17	Mower Parts
0	MTI Distributing Inc	101-45200-450-42210	282.18	Seal Kit
	MTI Distributing Inc		522.35	
0	Mueller Ben	101-45110-450-42020	48.80	Cable for Credit Card Reader
	Mueller Ben		48.80	
180743	Myers Supply Inc	101-00000-000-10113	-33,394.94	SCBA Washer - Public Safety Aid Funds
180743	Myers Supply Inc	431-42220-420-45400	33,394.94	SCBA Washer - Public Safety Aid Funds
180743	Myers Supply Inc	101-00000-000-10100	33,394.94	SCBA Washer - Public Safety Aid Funds
	Myers Supply Inc		33,394.94	
180660	NCPERS Group Life Ins	101-00000-000-21710	192.00	PR Batch 00553.04.2024 PERA Life Insurance
	NCPERS Group Life Ins		192.00	
180744	New York Times The	101-45500-450-42191	1,260.60	Acct #805403128 - Newspaper Subscription
	New York Times The		1,260.60	
180745	Olympic Fire Protection Corporation	101-41940-410-44050	3,088.00	Sprinkler Head Replacements and Pipe Inspection-City Hall
	Olympic Fire Protection Corporation		3,088.00	
0	Orchard Trust Company	101-00000-000-21706	10,776.00	PR Batch 00553.04.2024 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,357.00	PR Batch 00553.04.2024 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	2,257.00	PR Batch 00553.05.2024 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	10,776.00	PR Batch 00553.05.2024 MN Deferred Comp
	Orchard Trust Company		26,166.00	
180746	Original Watermen Inc	101-45125-450-42180	1,535.67	Staff Uniforms
180746	Original Watermen Inc	101-45122-450-42180	1,535.67	Staff uniforms
	Original Watermen Inc		3,071.34	
180747	Pace Analytical Services Inc	602-49480-000-43090	2,260.00	PFAS Testing

Check Numb	Last Name	Acct 1	Amount	Description
	Pace Analytical Services Inc		2,260.00	
0	Pantheon Computer Systems Inc	101-41580-410-43090	10,510.00	May IT Services
	Pantheon Computer Systems Inc		10,510.00	
0	Papenfus Ronnie	602-49450-000-42110	561.25	Post for Gates Frink Lift Station
	Papenfus Ronnie		561.25	
180748	Petty Cash	101-00000-000-10300	1,000.00	Aquatic Center Start Up Petty Cash
	Petty Cash		1,000.00	
0	Plunkett's Pest Control	602-49450-000-44010	14.40	Pest Control
0	Plunkett's Pest Control	603-49500-000-44010	2.05	Pest Control
0	Plunkett's Pest Control	101-43121-430-44010	138.36	Pest Control
0	Plunkett's Pest Control	601-49430-000-44010	14.40	Pest Control
0	Plunkett's Pest Control	101-45122-450-44010	43.80	Pest Control
0	Plunkett's Pest Control	101-45126-450-44010	63.09	Pest Control
	Plunkett's Pest Control		276.10	
180749	Potters Industries LLC	101-43170-430-42240	3,120.00	Glass Beads
	Potters Industries LLC		3,120.00	
0	Public Employees Retirement Association	101-00000-000-21705	18,150.98	PR Batch 00553.04.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	19,517.67	PR Batch 00553.04.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00553.04.2024 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00553.04.2024 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	29,276.48	PR Batch 00553.04.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,943.48	PR Batch 00553.04.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,008.39	PR Batch 00553.05.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	20,778.93	PR Batch 00553.05.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	28,591.15	PR Batch 00553.05.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	19,060.75	PR Batch 00553.05.2024 PERA Police & Fire
	Public Employees Retirement Association		174,930.29	
0	Purferst Farms LLP	602-49480-000-43090	6,958.34	Spring Biosolids Hauling

Check Numb	Last Name	Acct 1	Amount	Description
	Purfeerst Farms LLP		6,958.34	
0	PVS Technologies Inc	602-49480-000-42160	10,545.54	Ferric Phos Removal
0	PVS Technologies Inc	602-49480-000-42160	10,436.49	Ferric Phos Removal
	PVS Technologies Inc		20,982.03	
0	R C Bliss Inc	431-45200-450-45500	57,302.28	2024 Ford 550 Super Duty
0	R C Bliss Inc	431-00000-410-39101	-35,000.00	Trade 2011 Ford Super Duty #21957
	R C Bliss Inc		22,302.28	
0	REACH Sports Marketing Group Inc	101-42110-420-43095	524.00	Media for Lobby TV
	REACH Sports Marketing Group Inc		524.00	
0	Rent 'N' Save Portable Services	101-45200-450-44160	60.00	Portable Restroom Rental - Slevin Park
	Rent 'N' Save Portable Services		60.00	
180750	Rice County Community Corrections	101-42123-420-43140	75.00	Traumatic Stress Management / A Schak
	Rice County Community Corrections		75.00	
180751	Rice County Highway Department	101-45200-450-42120	6.96	Fuel
	Rice County Highway Department		6.96	
0	Rice County Recorder	401-43121-430-44370	46.00	Recording Fee Easement at 1st and 1st
	Rice County Recorder		46.00	
180752	Rick Cashin Construction	101-00000-000-22000	1,000.00	Escrow Release-1975 13th St Permit No 2022 00625
180752	Rick Cashin Construction	101-00000-000-22000	1,000.00	Escrow Release-2025 13th St Permit 2022 01423
	Rick Cashin Construction		2,000.00	
180753	Robicheau Jerry & Ginny	601-00000-000-20200	63.34	Refund Check 007833-000, 1602 Windsor Pl
	Robicheau Jerry & Ginny		63.34	
0	Ronco Engineering Sales	101-43121-430-42210	308.06	Female/Male Hydraulic Couplers - Street #316

Check Numb	Last Name	Acct 1	Amount	Description
	Ronco Engineering Sales		308.06	
180754	Rosen Roger	101-45500-450-42190	204.44	Books
	Rosen Roger		204.44	
180755	Ross Darlene	601-00000-000-20200	5.10	Refund Check 010656-000, 2219 4 1/2 St NW
	Ross Darlene		5.10	
180756	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer Service
	Safety-Kleen Systems Inc		103.15	
0	Sakatah Carvers LLC	101-42400-420-42110	42.87	Name Plate
0	Sakatah Carvers LLC	101-41110-410-42110	430.05	Name Plates for Council Chambers
	Sakatah Carvers LLC		472.92	
0	Sanity Solutions Inc	101-41580-410-42420	226.00	Computer Monitor
0	Sanity Solutions Inc	101-41580-410-43095	139.80	Wasabi Cloud Backup Subscription
0	Sanity Solutions Inc	101-41580-410-43095	44.27	Wasabi Cloud Storage Subscription
	Sanity Solutions Inc		410.07	
180757	Schlobohm The Estate of Louise	601-00000-000-20200	17.12	Refund Check 007082-000, 858 Westwood Dr
	Schlobohm The Estate of Louise		17.12	
0	SCP Distributors LLC	101-45122-450-42110	2,287.85	Storage Bin/Etc-Reimb by Hannah Lips Foundation
	SCP Distributors LLC		2,287.85	
0	Selco	101-45500-450-43250	2,136.05	SELCO ILS Package
	Selco		2,136.05	
180758	Serigraphics Sign Systems, Inc	101-42110-420-43090	170.00	Balance Due - Door Sign
	Serigraphics Sign Systems, Inc		170.00	
180759	Shattuck-St Mary's	101-41110-410-44160	1,050.00	Shattuck-St. Mary's Retreat Rental

Check Numb	Last Name	Acct 1	Amount	Description
180759	Shattuck-St Mary's	101-41110-410-42115	901.80	Retreat Snacks and Meals
	Shattuck-St Mary's		1,951.80	
180760	Sherwin Williams Company #3037	101-41940-410-42110	4.92	Painter's Tape
180760	Sherwin Williams Company #3037	101-41940-410-42230	142.06	Paint - City Hall 2nd Floor
180760	Sherwin Williams Company #3037	101-42210-420-42230	81.89	Paint
	Sherwin Williams Company #3037		228.87	
0	SHI International Corp	101-41510-410-43095	12.35	Windows 365 CloudPublic Software
0	SHI International Corp	101-41580-410-43095	4.94	Microsoft Subscriptions
0	SHI International Corp	101-43190-430-43095	14.84	Office 365
0	SHI International Corp	601-49430-000-42410	2,656.00	Cradlepoint Router For Water Tower
0	SHI International Corp	101-43190-430-43095	849.60	Office 365
0	SHI International Corp	101-41510-410-43095	708.00	Windows 365 Software
0	SHI International Corp	101-41580-410-43095	283.20	365 Subscription
0	SHI International Corp	101-42210-420-42420	555.00	Monitor / Docking Station
0	SHI International Corp	101-42220-420-42420	1,350.00	Notebook HP
	SHI International Corp		6,433.93	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
180761	Sioux Sales Company	101-00000-000-10100	42.45	Mag Pouch - Public Safety Aid Funds
180761	Sioux Sales Company	101-42110-420-42410	42.45	Mag Pouch - Public Safety Aid Funds
180761	Sioux Sales Company	101-00000-000-10113	-42.45	Mag Pouch - Public Safety Aid Funds
180761	Sioux Sales Company	101-42110-420-42410	812.95	Optics/Left Hand Duty Holster - Public Safety Aid Funds
180761	Sioux Sales Company	101-00000-000-10113	-812.95	Optics/Left Hand Duty Holster - Public Safety Aid Funds
180761	Sioux Sales Company	101-00000-000-10100	812.95	Optics/Left Hand Duty Holster - Public Safety Aid Funds
	Sioux Sales Company		855.40	
180762	Sirek Hydraulic Service Inc	101-45200-450-44040	1,269.86	Bucket Truck Service/Repairs
	Sirek Hydraulic Service Inc		1,269.86	
0	Sophos Payment Resources	101-41580-410-43095	1,056.00	Sophos Subscription
	Sophos Payment Resources		1,056.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Stantec Consulting Services Inc	601-49430-000-45300	2,173.00	2024-07 Watermain Improvements
	Stantec Consulting Services Inc		2,173.00	
180763	Star Sports & Apparel LLC	101-41580-410-42180	93.50	Uniforms - Leanna
180763	Star Sports & Apparel LLC	101-41800-410-42180	108.00	Uniforms - Jamie
180763	Star Sports & Apparel LLC	101-42110-420-43130	7,250.00	T-Shirts - Safe Summer Kickoff Funds
180763	Star Sports & Apparel LLC	101-00000-000-10100	7,250.00	T-Shirts - Safe Summer Kickoff Funds
180763	Star Sports & Apparel LLC	101-00000-000-10108	-7,250.00	T-Shirts - Safe Summer Kickoff Funds
180763	Star Sports & Apparel LLC	101-45200-450-42110	8.00	Dog Park Plate Engraving
	Star Sports & Apparel LLC		7,459.50	
180764	Streicher's Inc.	101-42121-420-42180	180.00	Plat Harness (2) - ID Patches (4)
	Streicher's Inc.		180.00	
0	Struck Kelly	603-49500-000-42120	34.97	Fuel Reimbursement
	Struck Kelly		34.97	
0	Sunde School Electrical Training Inc	101-43126-430-43140	31.25	Electrical Training
0	Sunde School Electrical Training Inc	101-45200-450-43140	218.75	Electrical Training
0	Sunde School Electrical Training Inc	602-49450-000-43140	125.00	Electrical Training
0	Sunde School Electrical Training Inc	602-49480-000-43140	93.75	Electrical Training
0	Sunde School Electrical Training Inc	101-43121-430-43140	31.25	Electrical Training
	Sunde School Electrical Training Inc		500.00	
0	Teel Inc	101-42110-420-42410	2,890.00	Mission Darkness BlockBox Lab - BJA Grant Funds
	Teel Inc		2,890.00	
180765	The Prophet Corporation	101-45122-450-42410	369.00	Weight Scale
	The Prophet Corporation		369.00	
180766	The UPS Store	101-43121-430-43250	20.71	Shipping - #110 Plow Laser
180766	The UPS Store	101-42220-420-43250	16.45	Shipping Fee
180766	The UPS Store	601-49430-000-43250	20.20	Silicate Samples Shipped
	The UPS Store		57.36	

Check Numb	Last Name	Acct 1	Amount	Description
180767	Thiele Joel	101-45200-450-42110	2,207.29	Ball Diamond Aggregate
	Thiele Joel		2,207.29	
180768	Three Rivers Community Action, Inc	101-49801-410-44370	26,236.00	Local Share for New Bus
180768	Three Rivers Community Action, Inc	101-00000-000-10107	-26,236.00	Local Share for New Bus
180768	Three Rivers Community Action, Inc	101-00000-000-10100	26,236.00	Local Share for New Bus
	Three Rivers Community Action, Inc		26,236.00	
0	Timm's Trucking Inc	603-49500-000-45300	32,870.50	2022-14 Riverchase Regional Stormwater Improvements
0	Timm's Trucking Inc	603-49500-000-45300	12,973.50	2022-14 Riverchase Regional Stormwater Improvements
0	Timm's Trucking Inc	603-49500-000-45300	91,073.50	2022-14 Riverchase Regional Stormwater Improvements
	Timm's Trucking Inc		136,917.50	
180769	T-Mobile	101-45500-450-43096	162.91	Hot Spots
	T-Mobile		162.91	
180770	T-Mobile USA Inc	101-42121-420-43090	50.00	Timing Advance / #24-745
180770	T-Mobile USA Inc	101-42121-420-43090	50.00	Timing Advance / #24-745
	T-Mobile USA Inc		100.00	
180771	Tom's Lock & Key, LLC	601-49430-000-44010	142.40	Door Lock Repair Well House 7
180771	Tom's Lock & Key, LLC	101-41940-410-42110	33.00	City Hall Keys
	Tom's Lock & Key, LLC		175.40	
180772	Trojan Technologies Group ULC	602-49450-000-42210	0.01	UV Parts
180772	Trojan Technologies Group ULC	602-49450-000-42210	-0.01	UV Parts
180772	Trojan Technologies Group ULC	602-49480-000-42210	556.80	UV Parts
	Trojan Technologies Group ULC		556.80	
0	Truck Center Companies East LLC	101-43121-430-42210	81.82	Easy Oil Drain - Street #118
0	Truck Center Companies East LLC	101-42220-420-42210	6.63	Bracket Hood Latch #2117
0	Truck Center Companies East LLC	101-43121-430-42210	29.15	Oil Filter Kit - Street #123
0	Truck Center Companies East LLC	101-43121-430-42210	79.84	Blend Air Door Insert - Street #107
0	Truck Center Companies East LLC	101-42220-420-42210	38.70	Pressure Valve / Grommet #2117
0	Truck Center Companies East LLC	101-43121-430-42210	23.20	Heater Door - Street #107
0	Truck Center Companies East LLC	101-43121-430-42210	54.26	Exhaust Hose/O-Ring/Oil Filter - Street #118

Check Numb	Last Name	Acct 1	Amount	Description
0	Truck Center Companies East LLC	101-42220-420-42210	16.58	Valve #2117
	Truck Center Companies East LLC		330.18	
180773	Turning Point Real Estate LLC	601-00000-000-20200	73.94	Refund Check 025332-001, 1120 2 Ave NW
	Turning Point Real Estate LLC		73.94	
0	Uline	101-42124-420-42110	296.64	Bags - Cable Ties
	Uline		296.64	
0	Ultimate Safety Concepts Inc	101-42220-420-42210	370.63	Sensor for Gas Monitor
	Ultimate Safety Concepts Inc		370.63	
180774	United Rentals (North America) Inc	101-42220-420-42410	1,560.00	Fin Boards
	United Rentals (North America) Inc		1,560.00	
0	Utility Consultants Inc	602-49480-000-43090	1,659.74	Lab Testing
0	Utility Consultants Inc	601-49430-000-43090	267.75	Monthly Coliform Testing
	Utility Consultants Inc		1,927.49	
180775	Verizon Wireless	101-45200-450-43210	20.02	Cell Phone Service - Parks
180775	Verizon Wireless	101-41510-410-43210	82.44	Cell Phone Service - Finance
180775	Verizon Wireless	101-43121-430-43210	61.24	Cell Phone Service - Streets
180775	Verizon Wireless	101-42110-420-43210	164.88	Cell Phone Service - Police Administration
180775	Verizon Wireless	101-41350-410-43210	41.22	Cell Phone Service - Communications
180775	Verizon Wireless	101-41800-410-43210	41.22	Cell Phone Service - HR
180775	Verizon Wireless	101-43110-430-43210	61.24	Cell Phone Service - PW Admin
180775	Verizon Wireless	902-00000-000-23935	-3,737.35	Monthly Phone Bill-April
180775	Verizon Wireless	101-45500-450-43210	41.22	Cell Phone Service - Library
180775	Verizon Wireless	101-45110-450-43210	122.45	Cell Phone Service - Parks & Rec
180775	Verizon Wireless	101-42400-420-43210	264.95	Cell Phone Service - Building Codes
180775	Verizon Wireless	101-00000-000-20200	40.01	Cell Phone Service - Billing Error (Credited Next Month)
180775	Verizon Wireless	101-42123-420-43210	1,169.89	Cell Phone Service - Patrol
180775	Verizon Wireless	101-42121-420-43210	247.32	Cell Phone Service - Investigations
180775	Verizon Wireless	601-49430-000-43210	323.77	Cell Phone Service - Water Distribution
180775	Verizon Wireless	101-43190-430-43210	104.56	Cell Phone Service - Engineering
180775	Verizon Wireless	101-41580-410-43210	92.44	Cell Phone Service - IT
180775	Verizon Wireless	603-49500-000-43210	61.24	Cell Phone Service - Storm Water Utility

Check Numb	Last Name	Acct 1	Amount	Description
180775	Verizon Wireless	902-00000-000-23935	3,737.35	Monthly Phone Bill - April
180775	Verizon Wireless	101-42220-420-43210	263.74	Cell Phone Service - Fire Suppression
180775	Verizon Wireless	101-42210-420-43210	61.24	Cell Phone Service - Fire Administration
180775	Verizon Wireless	101-41320-410-43210	41.22	Cell Phone Service - Admin
180775	Verizon Wireless	101-41940-410-43210	82.44	Cell Phone Service - Building Maintenance
180775	Verizon Wireless	101-42700-420-43210	164.88	Cell Phone Service - Special Services
180775	Verizon Wireless	602-49450-000-43210	183.72	Cell Phone Service - Sewer Collection
180775	Verizon Wireless	603-49500-000-43210	-13.53	Data Air Cards- Storm
180775	Verizon Wireless	902-00000-000-23935	1,043.21	Data Charges - April
180775	Verizon Wireless	101-43190-430-43210	40.01	Data Engineering Survey Device
180775	Verizon Wireless	101-42400-420-43210	-5.16	Data Building Codes
180775	Verizon Wireless	902-00000-000-23935	-1,043.21	Data Charges - April
180775	Verizon Wireless	101-42210-420-43210	-4.51	Data Fire Chief
180775	Verizon Wireless	101-42220-420-43210	-15.48	Data Fire Ipads (In Fire Trucks)
180775	Verizon Wireless	101-42123-420-43210	785.24	Data Air Cards - MDC
180775	Verizon Wireless	602-49480-000-43210	67.82	WWTP Phones
180775	Verizon Wireless	101-43121-430-43210	-4.51	Data Sign Shop
180775	Verizon Wireless	101-42121-420-43210	40.01	Drone Jetpack
180775	Verizon Wireless	601-49430-000-43210	113.31	Data Air Cards- Water
180775	Verizon Wireless	101-41350-410-43210	40.01	Jetpack Brad
	Verizon Wireless		4,780.56	
0	Vessco Inc	602-49480-000-42210	2,978.30	Valve Flange
0	Vessco Inc	601-49430-000-42110	781.82	Chemical Injector
	Vessco Inc		3,760.12	
0	Walburn Jamie	101-41510-410-43150	1,287.66	Tuition Reimbursement - Jamie Walburn
	Walburn Jamie		1,287.66	
180776	Wal-Mart	101-45122-450-42230	46.92	Scrub Brush and Fabric Cleaner
180776	Wal-Mart	101-45122-450-42110	27.41	Paper Plates/Bowls & Cleaning Supplies
180776	Wal-Mart	101-45122-450-42115	99.80	Meeting Supplies-Aquatics
	Wal-Mart		174.13	
0	Walton's Inc	602-49480-000-42210	919.80	Screen Bags
	Walton's Inc		919.80	
180777	Waste Management of WI-MN	101-42110-420-43840	346.11	Police 25 4th St NW

Check Numb	Last Name	Acct 1	Amount	Description
180777	Waste Management of WI-MN	101-45200-450-43840	109.69	TeePee Tonka 10 3rd St NE
180777	Waste Management of WI-MN	602-49450-000-43840	84.30	PW Facility 1200 Belview Trl
180777	Waste Management of WI-MN	101-45127-450-43840	100.91	Soccer Field 704 17th St SW
180777	Waste Management of WI-MN	902-00000-000-23935	5,878.77	Service 04/01/2024-04/30/2024
180777	Waste Management of WI-MN	603-49500-000-43840	11.99	PW Facility 1200 Belview Trl
180777	Waste Management of WI-MN	101-45126-450-43840	56.64	Washington Rec Center 117 Shumway
180777	Waste Management of WI-MN	902-00000-000-23935	-5,878.77	Service 04/01/2024-04/30/2024
180777	Waste Management of WI-MN	601-49430-000-43840	84.30	PW Facility 1200 Belview Trl
180777	Waste Management of WI-MN	101-41940-410-43840	132.69	City Hall 208 1st Ave NW
180777	Waste Management of WI-MN	101-45125-450-43840	552.58	Aquatic Center 1820 2nd Ave NW
180777	Waste Management of WI-MN	101-45122-450-43840	135.85	Community Center 15 Division St W
180777	Waste Management of WI-MN	101-45500-450-43840	436.08	Central Avenue Refuse April
180777	Waste Management of WI-MN	101-42210-420-43840	123.91	Fire 122 2nd St NW
180777	Waste Management of WI-MN	225-49810-430-43840	135.41	Aiport 3401 Hwy 21 W
180777	Waste Management of WI-MN	101-43121-430-43840	809.97	PW Facility 1200 Belview Trl
180777	Waste Management of WI-MN	101-45200-450-43840	47.09	Parking Lot Behind Post Office 26 3rd St NE
180777	Waste Management of WI-MN	101-45500-450-43840	135.85	Buckham Center 11 Division St E
180777	Waste Management of WI-MN	101-45200-450-43840	994.50	North Alexander Park 1810 2nd Ave NW
180777	Waste Management of WI-MN	101-45200-450-43840	131.63	Dog Park 900 Lyndale Ave
180777	Waste Management of WI-MN	602-49480-000-43840	1,885.35	Wastewater Facility 214 14th St NE
	Waste Management of WI-MN		6,314.85	
180778	Waterous Company	101-42220-420-42210	404.90	Pump Primer / Button Assembly #2115
	Waterous Company		404.90	
180779	Woods Devon	601-00000-000-20200	24.63	Refund Check 021335-000, 228 5 Ave NE
	Woods Devon		24.63	
180781	Xcel Energy	101-43170-430-43810	6.24	156258 117 Shumway CD Siren
180781	Xcel Energy	902-00000-000-23935	-1,780.47	Electricity Bill-April (Partial)
180781	Xcel Energy	101-45122-450-43810	15.82	154794 16 Central Ave
180781	Xcel Energy	101-45200-450-43810	20.66	175957 500 Maple Lawn Cartway
180781	Xcel Energy	101-42500-420-43810	6.24	164184 930 4th CD Siren
180781	Xcel Energy	101-42500-420-43810	3.01	178539 2613A Hulett Court
180781	Xcel Energy	101-42500-420-43810	3.01	167157 1203 Parshall St
180781	Xcel Energy	101-42500-420-43810	6.24	146104 920 9 Ave SW CD Siren
180781	Xcel Energy	101-45122-450-43810	17.49	244829 16 Central Ave
180781	Xcel Energy	101-42500-420-43810	3.01	154013 1851 220 St E CD Siren
180781	Xcel Energy	101-45200-450-43810	1,683.58	302576466 1815 Alexander Dr
180781	Xcel Energy	101-45126-450-43810	15.17	171746 117 Shumway Lighting

Check Numb	Last Name	Acct 1	Amount	Description
180781	Xcel Energy	101-43160-430-43810	3.34	51-0010353780-3 - 1690 Highway 60W
180781	Xcel Energy	101-43160-430-43810	20,112.24	51-4930975-3 - Street Lighting
180781	Xcel Energy	101-43160-430-43810	5.83	51-0297296-3 - 1990A Lyndale Ave N
180781	Xcel Energy	101-45200-450-43810	55.30	51-8498418-5 - 1800 Alexander Dr
180780	Xcel Energy	603-49500-000-45300	5,308.03	2022-14 Pole Relocation - Acct#51-0013034087-0
180781	Xcel Energy	902-00000-000-23935	1,780.47	Electricity Bill - April (Partial)
	Xcel Energy		27,265.21	
180782	Zimprich Courtney	601-00000-000-20200	2.42	Refund Check 021666-000, 1405 Westwood Dr
	Zimprich Courtney		2.42	
			1,799,912.07	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: May 14, 2024
SUBJECT: Approve Quote for Service Truck Box

Background:

Replacement of a service truck used by the Water Department was included in the 2023 budget and CIP. \$49,000.00 was budgeted for the purchase. A quote for a chassis cab from R. C. Bliss Ford for \$41,850.00 was approved on May 23, 2023. Funds for the truck were encumbered and included in the 2024 budget.

Staff obtained a quote for a service box for the truck from Stellar Truck and Trailer, Mason City, Iowa, for \$22,000.00. The total for the truck and box is \$63,850.00. The box is an un-budgeted expense for 2024, so a budget adjustment to Fund 601-49430 is necessary. Funding will be provided by the Water Fund (601).

Recommendation:

Accept Quote for Service Truck Box from Stellar Truck & Trailer, Mason City, IA and Approve Budget Adjustment to Fund 601-49430

Attachments:

1. Truck Box Quote



Quotation No: 230763

PO No:

4/15/2024

Page 1 of 3

822 Taft Ave • Mason City, Iowa 50401 • USA • Phone: 855-423-7107 • Fax: 641-423-7108

Prepared For: City of Fairbault
Mike Glende
1200 Belview Trail
Fairbault, MN 55021
Phone: Fax:
Email:

Sales Rep: Nick Roberts
Phone: 855-423-7107
Email: nroberts@stellartt.com
Modified: 4/15/2024 3:07:13 PM

Qty	Part #	Description
		2024 Ford F-350, 60 CA, SRW, Gas
1	4071835	BFXB 60SLS SERVICE BODY -SS = 37/40/31 -CS = 37/40/31 -FBCA = 57 -OL = 108 -OVERALL WIDTH - 82.75 -PACK DEPTH - 15.00 -FLOOR WIDTH - 48.75 -PACK HEIGHT - 42.00 -MOUNTING HEIGHT - 25.00
1	4068340	ALUMINUM UNDERSTRUCTURE - ALUM TREAD FLOOR -SMOOTH ALUMINUM BULKHEAD -ALUMINUM TAILSKIRT -STANDARD BRIGHT WHITE GELCOAT -STAINLESS STEEL ROTARY LATCH -TYPE 304 STAINLESS STEEL HARDWARE -TYPE 304 STAINLESS STEEL DOOR HINGE -VINYL COVERED S/S CABLE DOOR STOPS -NON-SKID COMPARTMENT TOPS
1	4023482	SPRING MOUNT KIT
1	4016358/4016359	ALUMINUM ROCK GUARDS (SRW)
1	8061198	BLACK PLASTIC FUEL BEZEL (1 STANDARD) -AUTOMOTIVE GRADE BUBBLE GASKET -ONE PIECE MOLDED DOORS WITH AUTOMOTIVE FINISH BOTH SIDES -RECESSED DOOR JAMBS -FLOW THROUGH VENTILATION SYSTEM -REMOVEABLE WHEEL WELL PANELS -WHITE COMPARTMENT INTERIORS -RECESSED DOOR SEAL SYSTEM
1	7633024	LIGHT ADAPTOR FOR FORD CHASSIS -FULL LED LIGHTING PACKAGE -STOP/TAIL/TURN/MARKER & BACK-UP LIGHT
1	4029494	10" ALUMINUM TAILGATE - AUTOMOTIVE STYLE (SRW) -STREETSIDE FRONT COMPT (60LS)
1	5064173	ONE ADJUSTABLE SHELF
1	5064173	ADDITIONAL ADJUSTABLE SHELF -STREETSIDE HORIZONTAL COMPT (60LS)



Quotation No: 230763

PO No:

4/15/2024

Page 2 of 3

822 Taft Ave • Mason City, Iowa 50401 • USA • Phone: 855-423-7107 • Fax: 641-423-7108

Prepared For: City of Fairbault
Mike Glende
1200 Belview Trail
Fairbault, MN 55021
Phone: Fax:
Email:

Sales Rep: Nick Roberts
Phone: 855-423-7107
Email: nroberts@stellartt.com
Modified: 4/15/2024 3:07:13 PM

Qty	Part #	Description
1	5064171	ONE ADJUSTABLE SHELF -STREETSIDE REAR COMPT (60LS)
1	5064175	ONE ADJUSTABLE SHELF
3	8048213	DIVIDER PACK 2 2" FIBERGLASS - 4 PER PACK
1	4556492	INTERIOR LIGHT GUARD (60LS SS) -CURBSIDE FRONT COMPT (60LS)
1	5064173	ONE ADJUSTABLE SHELF -CURBSIDE HORIZONTAL COMPT (60LS)
1	5064171	ONE ADJUSTABLE SHELF -CURBSIDE REAR COMT (60LS)
1	5064175	ONE ADJUSTABLE SHELF
1	4554323	INTERIOR LIGHT GUARD (60LS)
6	5049919	FLEXGLO COMPARTMENT LIGHTING -TOP & SIDES OF DOOR
1	4005701	GALVANIZED SURE STEP BUMPER W/ PINTLE RECESS (SRW)
1	4008215	HORIZONTAL ALUMINUM LADDER RACK, (FLAT) -WITH REAR ROLLER -CS
1	8201250	OVERCENTER HOLD DOWN
1	4049129	PRE-PUNCHED ALUMINUM BASKET (56MLS/56LS) -85"Lx15"Wx8"H -SS
1	6851671	STAINLESS STEEL GRAB HANDLE
1	4011684	PRE-PUNCHED ALUMINUM CAB GUARD (SRW)
1	1801220	EXTENDED CLASS 5 HITCH WITH 2" RECEIVER FOR FORD F-350 CAB & CHASSIS (2011 +)
1	18248	TRAILER PLUG 7 RV FLAT 4FT CORD
1	EC 5585CAC	ECCO 5585 SERIES REFLEX, 15" MINIBAR -CLEAR LENSE -SPLIT-COLOR, AMBER & CLEAR
6	7204550	SURFACE MOUNT LED STROBE LIGHTS -2 MOUNTED IN THE GRILLE -2 MOUNTED ON THE TOP SIDE FRONT OF THE SERVICE BODY -2 MOUNTED IN THE REAR OF THE SERVICE BODY
1		MISCELLANEOUS SUPPLIES -MUDFLAPS -WIRING -HARDWARE -INSTALL MATERIAL



Quotation No: 230763

PO No:

4/15/2024

Page 3 of 3

822 Taft Ave • Mason City, Iowa 50401 • USA • Phone: 855-423-7107 • Fax: 641-423-7108

Prepared For: City of Fairbault
Mike Glende
1200 Belview Trail
Fairbault, MN 55021
Phone: Fax:
Email:

Sales Rep: nroberts@stellartt.com
Phone: 855-423-7107
Email: nroberts@stellartt.com
Modified: 4/15/2024 3:07:13 PM

Qty	Part #	Description
1		INSTALLATION OF SERVICE BODY & ACCESSORIES
LEAD TIME: 4-5 MONTHS FROM WHEN PO IS PLACED		

Subtotal: \$21,600.00

Tax: \$0.00

Customer Acceptance: _____ **Est. Freight:** \$400.00

Terms: **Your Total:** \$22,000.00

Prices are based on costs and conditions existing on the quotation date and are subject to change by the Seller before final acceptance. Without prejudice to this statement, Buyer should confirm pricing after 30 days. (Expires 5/15/2024).

Plus any applicable Taxes, F.E.T. and/or delivery charges.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: May 14, 2024
SUBJECT: Approve LG220 Application for Exempt Permit for Catholic United Financial 13SS Lawrence/Anne

Background:

Catholic United Financial Council 13SS Lawrence/Anne submitted an LG220 Application for Exempt Permit for a raffle that will be held on June 27, 2024, at Bethlehem Academy (105 3rd Ave. SW). If approved by the Council, Staff will submit the application to the Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve LG220

Attachments:

1. Bethlehem Academy - LG220

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Catholic United Financial Council 13SS Lawrence/Anne Previous Gambling Permit Number: X [REDACTED]

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 22445 Morristown Blvd

City: Faribault State: MN Zip: 55021 County: Rice

Name of Chief Executive Officer (CEO): Connie DeGrood

[REDACTED] (otherwise indicated below)

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Bethlehem Academy

Physical Address (do not use P.O. box): 105 3rd Ave SW

Check one:

☒ City: Faribault Zip: 55021 County: Rice

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 6/28/2024 6/27/2024

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: May 14, 2024
SUBJECT: Approve Quote for Storm Sewer Structure Rehabilitation

Background:

The 2024 budget and Capital Improvement Plan (CIP) has approved \$50,000.00 to rehabilitate storm sewer structures. Annually, structures are inspected to identify those needing rehabilitation to extend the life cycle. Staff identified 15 structures and 28 chimneys that need rehabilitating.

Staff obtained a quote from Ess Brothers and Sons, Inc., Loretto, MN for \$32,750.00 to rehabilitate the structures and chimneys. Staff has previous experience with Ess Brothers and Sons, Inc. with satisfactory results. The Storm Sewer Fund (603) will provide the funding.

Recommendation:

Accept Quote for Storm Sewer Structure Rehabilitation from Ess Brothers and Sons Inc., Loretto, MN

Attachments:

1. Storm Structure Repair Quote

Ess Brothers and Sons, Inc.

9350 County Road 19
MN 55357

Phone # 763-478-2027

Fax # 763-478-8868

www.essbrothers.com

QUOTE

DATE	QUOTE #
4/30/2024	B4241

QUOTE

CITY	PROJECT NAME	QUOTED BY	ENGINEER	BID DATE
FARIBAULT, MN	SET 1 CCB FLEXSEAL	TRENT	CITY	TBD

BID ITEM	DESCRIPTION	QTY	COST	WEIGHT	TOTAL
CHIMNEYS	FLEX-SEAL UTILITY SEALANT 2.0 -16" OF COVERAGE - LABOR, MATERIAL, GROUT	28	850.00	20	23,800.00T
CHIMNEYS	EXTRA MATERIAL REQUIRED FLEX-SEAL UTILITY SEALANT 2.0	5	200.00	20	1,000.00T
STRUCTURE	GROUT AND SEAL JOINT BELOW TOP SLAB WITH QSR & FLEX-SEAL UTILITY SEALANT 2.0	15	350.00	20	5,250.00T
DOG HOUSES PER HOLE	***GROUT ONLY*** - QSR MATERIAL UP TO 4 DOG HOUSES PER STRUCTURE	9	300.00		2,700.00T
			0.00%		0.00

	TOTAL	\$32,750.00
--	--------------	-------------

HDPE Rings, Pro Rings, and Seals are non refundable.
Please order accordingly.

SIGNATURE _____

PROJECT #

Quantities are approximate, changes could alter price.
Freight is estimated on one single shipment and is estimated on the day of the quote. Invoiced freight will be based on the actual freight based on the day shipped.

***QUOTES VALID FOR 14 DAYS!!!!!!

***SPECIAL ORDER ITEMS ARE NON-RETURNABLE

Contractor is responsible for correct sales tax & items



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: May 14, 2024
SUBJECT: Approve Professional Engineering Services Agreement for Capital Improvements at Water Reclamation Facility

Background:

The 2024 budget and Capital Improvement Plan (CIP) includes \$230,000.00 for improvements to the final clarifiers and \$300,000.00 for improvements to a primary digester at the Water Reclamation Facility (WRF). The final clarifier improvements include the installation of launder covers to inhibit algal growth. The digester improvements will address structural deficiencies that the digester is experiencing.

Additionally, as part of the current master planning project at the WRF, structural deficiencies were identified with the influent primary clarifier sluice gates and flow splitting structure. The gates and structure were not part of the most recent plant improvements in 2009. Improvements need to be made to the structure and the gates replaced to ensure reliable operation of the clarifiers. It is proposed to add this item to the engineering services agreement as a bid alternate to be packaged with the final clarifier and digester improvements to obtain better pricing on all the projects. A review of this bid alternative will be included in the master planning project presentation at an upcoming Council Work Session and at approval of plans and specifications.

Attached is a proposed agreement from Donohue & Associates, Inc., for design, construction documents, bidding and project management projects. The fee for the agreement is \$75,750.00. Funding for the project will be provided by the Sewer Fund (602). Donohue has provided engineering services for previous WRF improvements, including the 2009 upgrade with satisfactory results.

Recommendation:

Approve Professional Engineering Services Agreement with Donohue & Associates, Inc. for Capital Improvements at Water Reclamation Facility

Attachments:

1. CIP Sheets
2. Donohue Agreement - WWTF Repairs

Project #	WRF E 24-02
Project Name	Clarifier Launder Covers

Capital Asset #

Unit #

Department Water Reclamation Facility
 Contact Public Works Director
 Type Equipment
 Useful Life 15 years
 Category Equipment-Miscellaneous
 Priority 1 High

Description

Clarifier Launder Covers.

Justification

The launder covers prohibit algae growth to increase treatment efficiency and improve permit compliance.

Expenditures	2024	2025	2026	2027	2028	Total
Equipment	230,000					230,000
Total	230,000					230,000

Funding Sources	2024	2025	2026	2027	2028	Total
Sanitary Sewer Fund (602)	230,000					230,000
Total	230,000					230,000

Project #	WRF F 24-01
Project Name	Digester Improvements

Capital Asset #

Unit #

Department Water Reclamation Facility
 Contact Public Works Director
 Type Building
 Useful Life 15 years
 Category Facilities
 Priority 1 High

Description

Digester Improvements.

Justification

Improvements to the interior of the digester are necessary to ensure that bio-solids can be processed to meet MPCA permit compliance.

Expenditures	2024	2025	2026	2027	2028	Total
Facility Maintenance	300,000					300,000
Total	300,000					300,000

Funding Sources	2024	2025	2026	2027	2028	Total
Sanitary Sewer Fund (602)	300,000					300,000
Total	300,000					300,000



ENGINEERING SERVICES AGREEMENT

WWTF Repairs (Project)

This Agreement is by and between:

City of Faribault (Owner)
208 NW First Avenue
City Hall
Faribault, MN 55021

and

Donohue & Associates, Inc. (Donohue)
4500 Park Glen Road
Suite 125
St. Louis Park, MN 55416

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Michael Gerbitz, PE

Title: Senior Vice President

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City retained Donohue to produce a comprehensive Facility Plan for the Wastewater Treatment Facility (WWTF) in 2006. Donohue produced Contract Documents for the last major WWTF upgrade in 2009 and an anaerobic digester cover replacement in 2018. The City retained Donohue to produce a comprehensive capital improvement plan in 2022. This Project will produce Biddable Construction Documents for the Work outlined below.

1. Repair anaerobic digester wall leaks and failed masonry on the anaerobic digester exterior.
2. Repair the primary influent splitter box to address deteriorating concrete and steel. Develop temporary conveyance plans to maximize use of primary clarifiers during the repair. This primary clarifier scope of work will be defined as a bid alternate.
3. Add launder covers to the two secondary clarifiers launder and weirs to limit algae growth, improve effluent quality, and improve operator safety.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

General

1. Construction documents will be prepared for construction by a single prime Contractor.
2. Specifications will be prepared in general conformance with the 50-Division format of the Construction Specifications Institute (CSI).
3. Drawings will be developed using Donohue's CADD standards.
4. Deliverables shall be in the form of .PDF electronic documents unless noted otherwise. Drawing deliverables shall be 11x17.
5. The Work associated with this Project are maintenance improvements. As such, the Construction Documents do not require MPCA review and approval.

Task 100 - Preliminary Design Phase (30%-Complete)

1. Prepare for, conduct, and document Workshop 1: Kick-off Meeting with the City to review the project workplan: objectives, tasks, schedule, budgets, and communication protocols. Donohue will facilitate a discussion related to construction sequencing and operations during construction. Submit Meeting Notes documenting this Workshop.
2. Produce and provide Preliminary Design Documents
 - a. Preliminary design drawings showing the Work.
 - b. Draft construction sequencing technical memorandum.
 - c. Opinion of probable construction cost.
3. Prepare for, conduct, and document Workshop 2: 30% Owner Meeting to review. Submit Meeting Notes documenting this Workshop. This Workshop will be conducted remotely.

Task 200 - Final Layout Design Phase (60%-Complete)

1. Produce and provide Final Layout Design Documents
 - a. Final layout drawings showing the Work.
 - b. Draft front-end specifications.
 - c. Draft technical specifications defining the Work.
 - d. Revised draft construction sequencing technical memorandum.
 - e. Opinion of probable construction cost.
2. Prepare for, conduct, and document Workshop 3: 60% Owner Meeting. Submit Meeting Notes documenting this Workshop. This Workshop will be conducted remotely.

Task 300 – Construction Documents Phase (95%- and 100%-Complete)

1. Produce reviewable Construction Documents
 - a. Reviewable drawings showing the Work.
 - b. Reviewable front-end specifications. The specifications will incorporate the construction constraints and strategies outlined in the construction sequencing technical memorandum.
 - c. Reviewable technical specifications defining the Work.
 - d. Opinion of probable construction cost.
2. Prepare for, conduct, and document Workshop 4: 95% Owner Meeting. Submit Meeting Notes documenting this Workshop.
3. Incorporate Owner review comments and produce Final Biddable Construction Documents.
4. Submit Final Biddable Construction Documents to Owner for public bidding.

Task 400 - Bidding Phase

1. Prepare for, conduct, and document Pre-Bid Conference.
 2. Respond to questions from Bidders.
 3. Prepare Addenda to Bidding Documents as needed.
 4. Review bids. Submit recommendation for award.
- C. PROJECT TIMING
1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Donohue will provide Final Biddable Construction Documents 120 days after authorization of this Agreement.
 2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the Notice of Award for the construction project.

PART II
OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
 4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
 5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
 6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$75,750.
- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Levels of Effort (Hours) by Task

	Project Roles	Principal	Process and Project Manager	Process and Assistant PM	Senior Structural	Junior Structural	Discipline Engineers	Admin
Team Members		Gerbitz	Lynne	Paulos	Schuenemann	Ploetz	TBD	Treft
100 Preliminary Design Phase (30%-Complete)								
105 Prepare for, Conduct, and Document Workshop 1: Kickoff and Site Review			5	10	10			
110 Produce Preliminary Drawings				10	10	15		
115 Produce Draft Construction Sequencing TM			5	5	2			
120 Produce 30% Cost Opinion			3	5	5		2	
125 Prepare for, Conduct, and Document Workshop 2: 30% (Remote)			2	2	2			
Totals		0	15	32	29	15	2	0
200 Final Layout Design Phase (60%-Complete)								
205 Produce Final Design Drawings			3	10	15	15	5	
210 Produce Revised Draft Construction Sequencing TM			2	2	2			
215 Produce 60% Specifications			15	20	15		5	10
220 Produce 60% Cost Opinion			3	5	5		2	
225 Prepare for, Conduct, and Document Workshop 3: 60% (Remote)			2	2	2			
Totals		0	25	39	39	15	12	10
300 Construction Documents Phase (95%- and 100%-Complete)								
305 Produce 95% Drawings			3	10	15	15	5	
310 Produce 95% Specifications			5	15	5		2	
315 Produce 95% Cost Opinion			3	3	3		2	
320 Prepare for, Conduct, and Document Workshop 4: 95%			4	5				
325 Address Owner Review Comments and Produce Final Biddable Documents			2	5	3	5	2	5
Totals		0	17	38	26	20	11	5
400 Bidding Phase								
405 Prepare for, Conduct, and Document Pre-Bid Conference			5	3				
410 Respond to Bidding Questions				5	5			
415 Prepare Addenda			4	4	4			
420 Review Bids. Submit Recommendation.			2	2				
Totals		0	11	14	9	0	0	0
500 Project Management								
505 Project Setup: Accounting, Workplan, Resource Management		2	2	24				5
510 Status Meetings and Reports			8	4				2
Totals		2	10	28	0	0	0	7
Total Hours All Phases		2	78	151	103	50	25	22

Labor Fee Summary by Phase

	Project Roles	Principal	Process and Project Manager	Process and Assistant PM	Senior Structural	Junior Structural	Discipline Engineers	Admin
Team Members		Gerbitz	Lynne	Paulos	Schuenemann	Ploetz	TBD	Treft
Hourly Labor Charge-Out Rates		\$280	\$205	\$155	\$205	\$135	\$190	\$90
Preliminary Design Phase (30%-Complete)		\$0	\$3,075	\$4,960	\$5,945	\$2,025	\$380	\$0
Final Layout Design Phase (60%-Complete)		\$0	\$5,125	\$6,045	\$7,995	\$2,025	\$2,280	\$900
Construction Documents Phase (95%- and 100%-Complete)		\$0	\$3,485	\$5,890	\$5,330	\$2,700	\$2,090	\$450
Bidding Phase		\$0	\$2,255	\$2,170	\$1,845	\$0	\$0	\$0
Project Management		\$560	\$2,050	\$4,340	\$0	\$0	\$0	\$630
Totals		\$560	\$15,990	\$23,405	\$21,115	\$6,750	\$4,750	\$1,980

Labor Fees and Expenses by Task

Total Hours	Labor Fee	Travel Expenses	Totals
25	\$4,625	\$800	\$5,425
35	\$5,625		\$5,625
12	\$2,210		\$2,210
15	\$2,795		\$2,795
6	\$1,130		\$1,130
93	\$16,385	\$800	\$17,185

Total Hours	Labor Fee	Travel Expenses	Totals
48	\$8,215		\$8,215
6	\$1,130		\$1,130
65	\$11,100		\$11,100
15	\$2,795		\$2,795
6	\$1,130		\$1,130
140	\$24,370	\$0	\$24,370

Total Hours	Labor Fee	Travel Expenses	Totals
48	\$8,215		\$8,215
27	\$4,755		\$4,755
11	\$2,075		\$2,075
9	\$1,595	\$200	\$1,795
22	\$3,305		\$3,305
117	\$19,945	\$200	\$20,145

Total Hours	Labor Fee	Travel Expenses	Totals
8	\$1,490	\$200	\$1,690
10	\$1,800		\$1,800
12	\$2,260		\$2,260
4	\$720		\$720
34	\$6,270	\$200	\$6,470

Total Hours	Labor Fee	Travel Expenses	Totals
33	\$5,140		\$5,140
14	\$2,440		\$2,440
47	\$7,580	\$0	\$7,580

Total Labor Hours and Fee Summary

Labor Hours	Labor Fee	Total Fee
93	\$16,385	\$17,185
140	\$24,370	\$24,370
117	\$19,945	\$20,145
34	\$6,270	\$6,470
47	\$7,580	\$7,580
431	\$74,550	\$75,750

Total Labor Hours and Fee Summary



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-089 Approve Heritage Celebration Events, Parking Restrictions and Street Closures

Background:

The Heritage Days Committee is preparing for the 2024 Heritage Days event on June 13 - 15, 2024. The request for the parade and park events is the same as 2023.

A completed agreement including insurance information will be provided prior to the event.

Recommendation:

Approve Resolution 2024-089 as requested.

Attachments:

1. Resolution 2024-089 Approve Heritage Celebration Events, Parking Restrictions and Street Closures
2. Map
3. Heritage Days Poster

CITY OF FARIBAULT

RESOLUTION #2024-089

APPROVE HERITAGE CELEBRATION EVENTS, PARKING RESTRICTIONS AND STREET CLOSURES

WHEREAS, the Faribault Community Festivals, Inc. is sponsoring multiple community events June 13-15, 2024, and;

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

WHEREAS, the Faribault Community Festivals, Inc. will provide a completed event agreement including liability insurance information prior to the 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, that "No Parking" signs will be posted on Second Avenue between North Alexander Park and Sixth Street NW and on Sixth Street NW between Second Avenue and Fifth Avenue NW between the hours of 4:00 p.m. and 9:00 p.m. on June 15, 2024, for the Heritage Celebration Parade.

ALSO, BE IT RESOLVED, that Fifth Street NW between Second and Third Avenues shall be closed June 13, 2024, to allow use by Ninja Anywhere for events in Central Park.

ALSO, BE IT RESOLVED, that the Heritage Celebration has permission to use Central Park from June 13 through June 15, 2024, with all fees waived.

Adopted: May 14, 2024

Faribault City Council

Kevin F. Voracek, Mayor

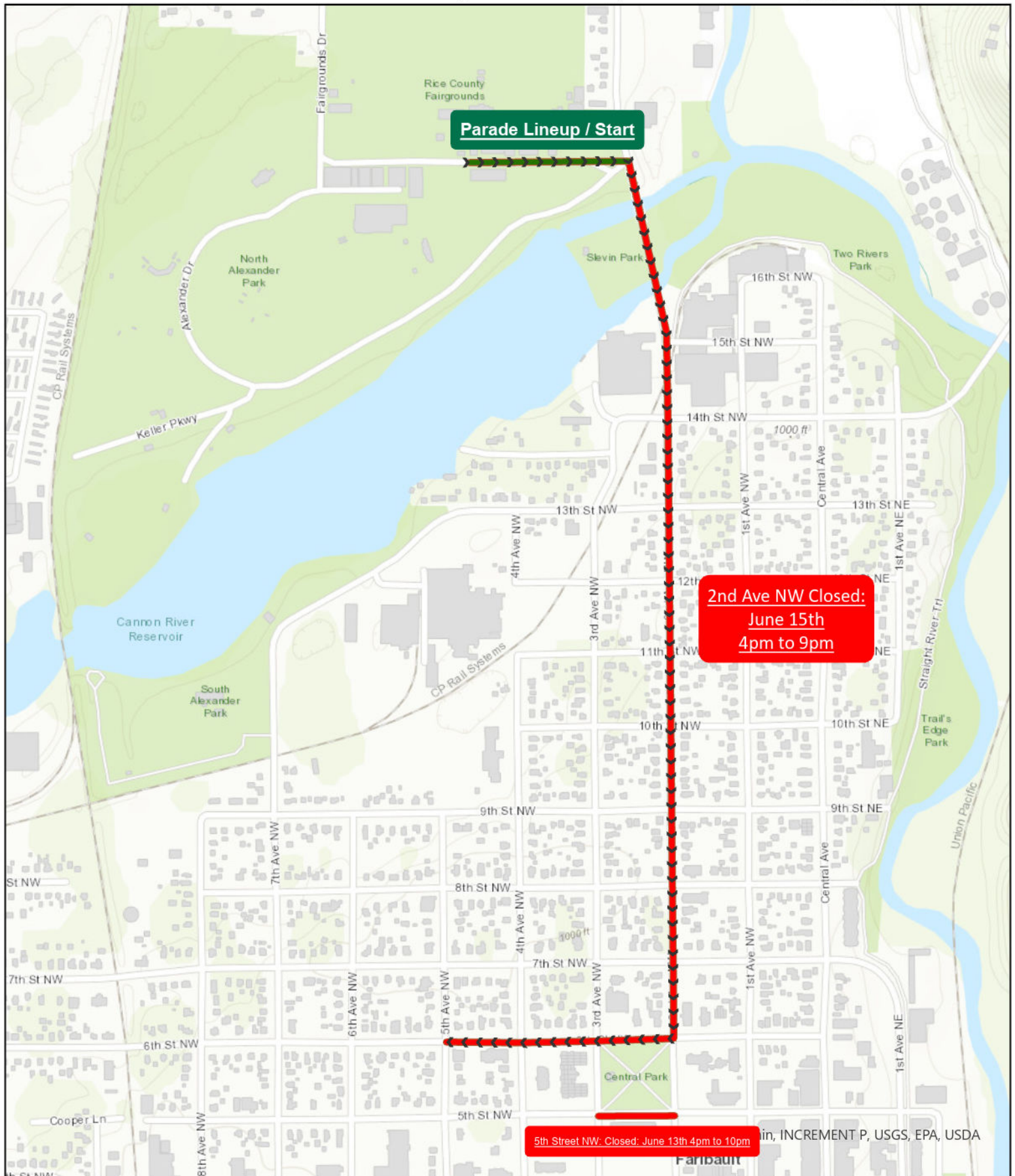
ATTEST:

Jessica Kinser, City Administrator

Faribault Heritage Days

Street Closings June 13 - 15th, 2024

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



- Parade Route
- Parade Lineup
- Street Closed

0 450 900 1,800 US Feet



FARIBAULT HERITAGE DAYS

JUNE 13-15, 2024

Thank you to our sponsors



FESTIVAL SCHEDULE

<u>Thursday, June 13</u> ◆ City Wide Garage Sale All-day event. ◆ Opening Ceremony Central Park - 5:45 p.m. Flag raising by Central Vets ◆ RCHS Open Museum Rice County Historical Society - \$3 Hours: Wed. - Fri., 9 a.m.-4 p.m. Sat., 10 a.m. - 2 p.m. ◆ Beer Garden Central Park - 5 p.m. - 9 p.m.	◆ Bingo Central Park - 5 - 7 p.m. Sponsored by Faribault Senior Living. ◆ Mayor's Reception Central Park - 5 - 7 p.m. ◆ Cardboard Boat Race Faribault Family Aquatic Center - 5 p.m. Participants will race a home-made boat. Free ◆ Painting in the Park with Kate Langlais Central Park - 5 -8 p.m.	◆ Baron of Bubble & Rainbow Lady Plus Central Park - 5:30 - 8:30 p.m. Blow massive bubbles with the Baron of Bubble and build clown balloons with Rainbow Lady Plus. Sponsored by A&W. ◆ Family Night - Ninja Anywhere & Inflatables Central Park - 5:30-8:30 p.m. ◆ Faribault BMX race South Alexander Park - Race at 7 p.m. Registration at 5:30 p.m. ◆ Concert in the Park Central Park - 7 p.m. Music by Branded Branded
<u>Friday, June 14</u> ◆ Flag Day Ceremony Central Park - 5 p.m. Sponsored by Faribault Elks ◆ Flag Recycling Faribault American Legion - 5 p.m. Bring your recycled flags for proper disposal. ◆ City Wide Garage Sale All-day event.	◆ Craft Fair Central Park - 3 - 8 p.m. ◆ Free Community Lunch Trinity Lutheran Church - 11 a.m. - 1 p.m ◆ Bingo Central Park - 5 - 7 p.m. Sponsored by Emeralds at Faribault ◆ Archaic Lifeways Rice County Historical Society 10 a.m - 12 p.m. Join Larry Ritchie as he dives into a collection of Bones and Stones from the Archaic period that lasted until about 6,500 B.C.	◆ Inflatables Central Park - 5 - 8 p.m. ◆ Faribault Car Cruise Downtown Faribault - 6 - 9 p.m. ◆ Beer Garden Central Park - 12 p.m. - 12 a.m. Button required after 5 p.m. Happy Hour 3 - 6 p.m. ◆ Dance Central Park - 8 p.m. - 12 a.m. Music by Smoke Screen
<u>Saturday, June 15</u> ◆ City Wide Garage Sale All-day event. ◆ Farmers Market Central Park - 7 a.m. - 12 p.m. ◆ Denny Gare Memorial Youth Fishing Contest King Mill Dam - 9 - 11 a.m. No registration - kids bring fishing rod, minnows provided, all participants get T-shirt. Rice County Sport Fishing Association event. ◆ Painting in the Park with Kate Langlais Central Park - 9 a.m. - 3 p.m. ◆ Archaic Lifeways Rice County Historical Society 10 a.m - 12 p.m. Join Larry Ritchie as he dives into a collection of Bones and Stones from the Archaic period that lasted until about 6,500 B.C.	◆ Lumberjacks X-Cutting and Axe Throwing Central Park - 10 a.m. - 6 p.m. ◆ Craft Fair Central Park - 10 a.m. - 8 p.m. ◆ Rice County Historical Society Harvest and Heritage halls will be open, free to the public, from 10 a.m. to 2 p.m. ◆ Inflatables Central Park - 12-5 p.m. ◆ Music at the Bandshell Central Park - 10 a.m. - 5 p.m. Jerry Hatfield: 12 p.m. Mad Pipes: 1:15 p.m. Andy Tackett: 2:30 p.m. Sawyer's Dream: 3:45 p.m. ◆ Cemetery Open House Oak Ridge Cemetery - 10 a.m. and 3 p.m. Contact the RCHS for details/tickets.	◆ Log Rolling Central Park - 10 a.m. - 5 p.m. ◆ Baron of Bubble & Rainbow Lady Plus Central Park - 2 - 5 p.m. Blow massive bubbles with the Baron of Bubble and build clown balloons with Rainbow Lady Plus. Sponsored by A&W. ◆ Kid's Fun Run Faribault Mill - 5:30 p.m. meeting, 6 p.m. run. Ends at 6th Street NW and 2nd Avenue NW. ◆ Grand Parade Second Avenue Northwest to Central Park - 6:15 p.m. ◆ Beer Garden Central Park - 12 p.m. - 12 a.m. Button required after 5 p.m. Happy Hour - 3 - 6 p.m. ◆ Dance Central Park - 8 p.m. - 12 a.m. Music by Ragtown

SPECIAL EVENTS

◆ **Medallion Hunt**

Listen for clues on KDHL 920 AM and start hunting for the solid silver medallion and \$500 in prizes. Medallion donation by Chappuis Jewelry. Button required to collect the prize.

◆ **Lord of the Things**

Think you know your area history? Test your knowledge in the Faribault Daily News' Historic Places Contest! Watch for details to be printed in the Daily News.

Wednesday, June 12

Wahpekute Dakota History
The Cathedral of Our Merciful Saviour - 6 p.m.
Presented by Jeff Jarvis

Saturday, June 15

Belgian Horse Rides/Cathedral Tours
Cathedral of our Merciful Saviour - 12 - 4 p.m.

Sunday, June 16

Ecumenical Service & Music
Cathedral of our Merciful Saviour - 10 a.m.
Strawberry shortcake after



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-090 Approve Street Closure for Elks Club Family Fun Day

Background:

A request has been made by Kathy Trahan, on behalf of the Elks Club No. 1166, to hold a family fun day in downtown Faribault. The family fun day will be held on Saturday, July 13, 2024, from 1:00 p.m. to 6:00 p.m. They are requesting to close 3rd Street NW on the south side of the Elks Club for a bounce house, dunk tank and other games. And they have also requested the use of some picnic tables for their event.

Recommendation:

Approve Resolution 2024-090 as requested.

Attachments:

1. Resolution 2024-090 Approve Street Closures for Elks Family Fun Day
2. Elks Request

CITY OF FARIBAULT

RESOLUTION #2024-090

APPROVE STREET CLOSURE FOR ELKS CLUB FAMILY FUN DAY

WHEREAS, the Elks Club No. 1166 in Faribault is hosting a family fun day in downtown Faribault on Saturday, July 13, 2024, from 1:00 p.m. to 6:00 p.m.; and

WHEREAS, they plan to have a bounce house, dunk tank and other games; and

WHEREAS, the Elks Club No. 1166 will provide a completed event agreement including liability insurance information prior to the event; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the part of 3rd Street NW on the south side of the Elks Club will be closed from 1:00 p.m. to 6:00 p.m. on Saturday, July 13, 2024, for their family fun day.

Date Adopted: May 14, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator

From: [Paul Peanasky](#)
To: [Denise Hansen](#)
Subject: FW: Street closure for event
Date: Friday, April 26, 2024 8:39:07 AM



PAUL J. PEANASKY
Parks and Recreation Director
OFFICE | 507-334-2064
EMAIL | ppeanasky@ci.faribault.mn.us
WEB | www.faribault.org
ADDRESS | 15 W. Division St., Faribault, MN 55021

From: Kathy Trahan <trahank1436@gmail.com>
Sent: Tuesday, April 23, 2024 6:51 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Re: Street closure for event

Hi Paul,
Just the portion in front of the elks .. and would the city have picnic tables we could use ?
Thanks
Kathy
Sent from my iPhone

On Apr 22, 2024, at 8:35 PM, Paul Peanasky <ppeanasky@ci.faribault.mn.us> wrote:

How much of 3rd street do request to be closed? In front of Elks or to alley?

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Kathy Trahan <trahank1436@gmail.com>
Sent: Monday, April 22, 2024 8:18:51 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Street closure for event

Paul
I was referred to you to inquire about closing 3rd Street in front of the Elks club for an event on Saturday July 13th . This would be for a family fun day with bounce house , dunk tank and other games . I believe the event is tentatively set for 1 pm and will last a few hours . What has to be done on our end ?
Thanks
Kathy Trahan
On behalf of Faribault Elks Lodge 1166
Sent from my iPhone



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-092 Approve Cooperative Construction Agreement No. 1055383 with Minnesota Department of Transportation

Background:

On April 9, 2024 the City Council approved Resolution 2024-078 approving the construction plans and specifications for the proposed MnDOT Cooperative Construction Project 8826-259 Signal Improvement, Contract 2024-04 contingent on the full execution of a cooperative construction agreement between the City and MNDOT.

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, based on the attached cooperative construction agreement, is \$1,009,354.82 (down from the \$1,028,633.36 estimated previously) and will be paid from the City's municipal state aid account.

The attached resolution approves the cooperative construction agreement.

Recommendation:

Approve Resolution 2024-092 Approve Cooperative Construction Agreement No. 1055383 with Minnesota Department of Transportation

Attachments:

1. Resolution 2024-092 Approve Coop Const Agreement 1055383
2. 1055383 AGR Faribault-Rice Co_v2-City

CITY OF FARIBAULT

RESOLUTION #2024-092

APPROVE COOPERATIVE CONSTRUCTION AGREEMENT NO. 1055383 WITH MINNESOTA DEPARTMENT OF TRANSPORTATION

IT IS RESOLVED, that the City of Faribault enter into MnDOT Agreement No. 1055383 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal painting, storm sewer, municipal utility, and signal construction and other associated construction to be performed upon, along, and adjacent to Trunk Highways 21 and 60 within the corporate City limits under State Project 8826-259 and State Aid Projects 125-104-008, 125-108-012, and 125-137-004.

IT IS FURTHER RESOLVED, by the City of Faribault that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Date Adopted: May 14, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

CERTIFICATION

I certify that the above resolution is an accurate copy of the Resolution adopted by the City Council of the City of Faribault, Minnesota at an authorized meeting held on the 14th day of May 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public _____

My Commission Expires _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF FARIBAULT
AND
RICE COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>8826-259</u>	City Estimated Amount Receivable
Trunk Highway Number (TH):	<u>60=001</u>	<u>\$1,009,354.82</u>
Trunk Highway Number:	<u>21=001</u>	
Trunk Highway Number:	<u>60=021</u>	
State Aid Project Number (SAP):	<u>066-611-017</u>	County Estimated Amount Receivable
State Aid Project Number:	<u>101-110-018</u>	<u>\$162,786.85</u>
State Aid Project Number:	<u>125-104-008</u>	
State Aid Project Number:	<u>125-108-012</u>	
State Aid Project Number:	<u>125-137-004</u>	
Federal Project Number:	<u>STBG 8824(025)</u>	
Signal System A ID:	<u>5164386</u>	
Signal System B ID:	<u>5164387</u>	
Signal System C ID:	<u>5164388</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State), the City of Faribault, acting through its City Council (City), and Rice County, acting through its Board of Commissioners (County).

Recitals

1. The State will perform grading, bituminous mill and surfacing, signal, and ADA improvements construction and other associated construction upon, along, and adjacent to TH 60 at Western Avenue, TH 21 at County State Aid Highway (CSAH) 11/7th Street, and TH 60 from 4th Street NE to Division Street E in the City of Faribault and TH 65 at W Front Street and TH 65 (Broadway Avenue) at Margaretha Avenue in the City of Albert Lea according to State-prepared plans, specifications, and special provisions designated by the State as State Project 8826-259 (TH 65=001) (Project); and
2. The City has requested the State include in its Project signal painting, storm sewer, and municipal utility construction; and
3. The City has requested that it perform certain aspects of the construction engineering in connection with the municipal utility construction and the State concurs in that request; and
4. The City will participate in the costs of the signal painting, storm sewer, municipal utility, and signal construction and associated State-performed construction engineering; and
5. The County will participate in the costs of the signal construction and associated construction engineering; and
6. The State needs additional public and private right-of-way at the intersection of TH 60 and Western Avenue to construct the Project and the State will credit the City for the right-of-way purchase.

7. Agreement 1055384 between the State and the City of Albert Lea will address the City of Albert Lea's cost participation in the Project; and
8. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
9. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 11. Liability; Worker Compensation Claims; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as SP 8826-259 are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).
- 1.5. *Exhibits.*** Preliminary Schedule "I" is on file in the office of the City Engineer and in the office of the County Engineer and is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. *Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. *Direction, Supervision, and Inspection of Construction***
 - A. *Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract and, except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - A. *Construction Engineering and Inspection by the City.*** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the municipal utility construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current *Standard Specifications for Construction*. The City will furnish other personnel, services, supplies, and equipment needed to properly carry on the construction.

- i. **Documentation of Construction Costs.** At regular intervals after the State's contractor has started the municipal utility construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
- ii. **Final Inspection of Construction.** Upon completion of the municipal utility construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.
- iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

- B. **Inspection by the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City and the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and County participation construction covered under this Agreement.
- B. The City or the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits

- A.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

- 2.6. Utility Adjustments.** Adjustments to certain City or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City and County will furnish the contractor with new units and/or parts for those in place City and County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 3.1. Roadways.** Maintenance of Western Avenue and 7th Street NW. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 3.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction within the City limits. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.3. Municipal Utilities.** Maintenance of any municipal-owned utilities construction within the City limits, without cost or expense to the State.
- 3.4. Sidewalks.** Maintenance of any sidewalk construction within the City limits, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition according to standard City practices and policies.
- 3.5. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.
- 3.6. Future Responsibilities.** Upon completion of those portions of Western Avenue and 7th Street NW within the City limits constructed under the Project, the City will accept ownership and full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair, and reconstruction of Western Avenue and 7th Street NW without cost or expense to the State.
- 3.7. Release and Conveyance of Roadways.** Upon completion of those portions of Western Avenue and 7th Street NW identified above, the State will serve upon the City a "Notice of Release" placing those roadway portions under the jurisdiction of the City; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the City all right, title and interest of the State in those roadway portions. Upon receipt of the "Notice of Release," the City will become the road authority responsible for the roadway portions so released.

4. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the following Signal Systems, Emergency Vehicle Preemption (EVP) Systems, and Interconnect:

- Signal System and EVP System A on TH 60 at Western Avenue and the Interconnect on TH 60 from Western Avenue to TH 35
- Signal System and EVP System B on TH 21 at CSAH 11/7th Street and the Interconnect on TH 21 from CSAH 11/7th Street to TH 60
- Signal System and EVP System C on TH 60 at 3rd Street NE and the Interconnect on TH 60 from Central Avenue N to Division Street NW

4.1. City Responsibilities

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials levels for the installation.
 - ii. Replace the Signal Systems' LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers standards for light output.
 - iii. Clean the Signal Systems' controller cabinet and service cabinet exteriors.
 - iv. Clean and paint the Signal Systems and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer.
 - v. Paint and maintain the cross-street pedestrian crosswalk markings.
 - vi. Reimburse the State for the costs associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal.

4.2. State Responsibilities

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City or the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal; maintain the remainder of the battery backup system; and invoice the City 100 percent of the costs associated with this work.
- C. EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.

- ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
- iii. Malfunction of the EVP Systems must be reported to the State immediately.
- iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City or the County receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
- v. All timing of the EVP Systems will be determined by the State.

4.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

4.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of the following agreements:

- A. Agreement 91186, dated September 10, 2007, between the State and the City for the intersection of TH 60 at 38th Avenue NW (Western Avenue).
- B. Agreement 67928, dated March 13, 1991, between the State and the City for the intersection of TH 21 at CSAH 11/7th Street NW
- C. Agreement 60539, dated August 27, 1981, between the State, the City, and the County for the intersection of TH 60 and 3rd Street

5. Basis of City Cost

5.1. Schedule "I". The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts, signal painting lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.

5.2. City Participation Construction. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, and traffic control.

- A. 100 Percent will be the City's rate of cost participation in all of the storm sewer and municipal utility construction within the City limits. The construction includes, but is not limited to, those construction items tabulated on Sheets 2 through 3 of the Preliminary Schedule "I."
- B. 50 Percent will be the City's rate of cost participation in all of the Signal System A construction. The construction includes, but is not limited to, those construction items tabulated on Sheets 4 through 5 of the Preliminary Schedule "I."
- C. 25 Percent will be the City's rate of cost participation in all of the Signal System B construction. The construction includes, but is not limited to, those construction items tabulated on Sheets 6 through 7 of the Preliminary Schedule "I."
- D. 50 Percent will be the City's rate of cost participation in all of the Signal System C construction. The construction includes, but is not limited to, those construction items tabulated on Sheets 8 through 9 of the Preliminary Schedule "I."

5.3. State Furnished Materials. The State will furnish traffic control signal system materials, EVP system materials, and traffic control interconnect system materials purchased through SP 8826-259 Early

Procurement under Contract 230100, and cabinet/controllers, Gridsmart video detection processors and Gridsmart video detection cameras (State Furnished Materials) to construct the traffic control signal systems covered under this Agreement. The City's lump sum share for the State Furnished Materials is **\$407,602.75**. The City's cost share for these materials will be added to the City's total construction cost share as shown in the Schedule "I".

- 5.4. Signal System Painting Costs.** The City's will pay 100 percent of the signal system painting costs. The City's lump sum cost for the signal system painting is **\$41,951.00**. The City's cost will be added to the City's total construction cost share as shown in the Schedule "I".
- 5.5. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 6 percent of the total municipal utility City participation construction covered under Article 5.2.A. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.
- 5.6. Credit for Right-of-Way Purchase.** The City has purchased land in the northwest quadrant of the TH 60 and Western Avenue intersection to expedite right-of-way acquisition for the Project. The State will credit the City the lump sum amount of **\$12,028.64**, which is the cost the City paid for the land needed for the Project.
- 5.7. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 5.8. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

- 6.1. City Cost.** **\$1,009,354.82** is the City's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 6.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:
 - A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I."
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 6.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

- 6.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Basis of County Cost

- 7.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated County participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 7.2. County Participation Construction.** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for mobilization, field office, and traffic control.
- A.** 25 Percent will be the County's rate of cost participation in all of the Signal System B construction within the City limits. The construction includes, but is not limited to, those construction items tabulated on Sheets 6 through 7 of the Preliminary Schedule "I."
- 7.3. State Furnished Materials.** The State will furnish traffic control signal system materials, EVP system materials, and traffic control interconnect system materials purchased through SP 8826-259 Early Procurement under Contract 230100, and cabinet/controllers, Gridsmart video detection processors, and Gridsmart video detection cameras (State Furnished Materials) to construct the traffic control signal systems covered under this Agreement. The County's lump sum share for the State Furnished Materials is **\$72,348.25**. The County's cost share for these materials will be added to the County's total construction cost share as shown in the Schedule "I".
- 7.4. Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- 7.5. Plan Changes, Additional Construction, Etc.** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.
- The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 7.6. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

8. County Cost and Payment by the County

- 8.1. County Cost.** **\$162,786.85** is the County's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items,

quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

- 8.2. *Conditions of Payment.*** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I."
 - B.** The County's receipt of a written request from the State for the advancement of funds.
- 8.3. *Acceptance of the County's Cost and Completed Construction.*** The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 8.4. *Final Payment by the County.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

9. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

9.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

9.2. The City's Authorized Representative will be:

Name, Title: Mark Duchene, City Engineer (or successor)
 Address: 1200 Belview Trail, Faribault, MN 55021
 Telephone: (507) 333-0360
 Email: mduchene@ci.faribault.mn.us

9.3. The County's Authorized Representative will be:

Name, Title: Dennis Luebbe, County Engineer (or successor)
 Address: 610 20th Street NW, Faribault, MN 55021
 Telephone: (507) 332-6110
 Email: dennis.luebbe@ricecountymn.gov

10. Assignment; Amendments; Waiver; Contract Complete

- 10.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.
- 10.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 10.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 10.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. Liability; Worker Compensation Claims

- 11.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.
- 11.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

12. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

14. Government Data Practices

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination; Suspension

- 16.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

16.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

16.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

CITY OF FARIBAULT

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RICE COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"		
Agreement 1055383		
City of Faribault and Rice County		
SP 8826-259 (TH 60=001, TH 21=001, and TH 60=021)		Preliminary: May 6, 2024
SAPs 066-611-017, 125-104-008, 125-108-012, and 125-137-004		
Federal Project: STBG 8824(025)		
Grading, bituminous mill and surfacing, signals, and ADA improvements construction located on TH 60 at Western Ave., on TH 21 at CSAH 11 (7th St.), and on		
on TH 60 from 4th St. NE to Division Street E in the City of Faribault and on TH 65 at W Front St. and on TH 65 (Broadway Ave.) at Margaretha Ave. in the City of Albert Lea		
to start approximately July 2024 under State Contract _____ with _____		
	CITY COST PARTICIPATION	
	8% Construction Engineering Work Items	
	SAP 125-137-004 Signal System A and City Storm Sewer Work Items From Sheet 3	179,734.00
	SP 8826-259, SAP 125-104-008 Turn Lane Work Items From Sheet 5	32,047.75
	SP 8826-259, SAP 125-104-008 Signal System B Work Items From Sheet 7	78,380.31
	SP 8826-259, SAP 125-108-012 Signal System C Work Items From Sheet 9	139,878.88
	SP 8826-259 Work Items From Sheet 10 (State-Performed CE)	8,400.00
	(1) SP 8826-259, SAP 125-137-004 Signal System A State Furnished Materials From Sheet 11	191,931.50
	(1) SP 8826-259, SAP 125-104-008 Signal System B State Furnished Materials From Sheet 11	68,322.25
	(1) SP 8826-259, SAP 125-108-012 Signal System C State Furnished Materials From Sheet 12	147,349.00
	(1) SAP 125-137-004 Signal System A Painting From Sheet 13	16,700.00
	(1) SAP 125-104-008 Signal System B Painting From Sheet 13	15,107.00
	(1) SAP 125-108-012 Signal System C Painting From Sheet 13	10,144.00
	Subtotal	\$887,994.69
	State-Performed Construction Engineering (8%)	71,039.58
	Total - 8% Construction Engineering Work Items	959,034.26
	6% Construction Engineering Work Items	
	SP 8826-259 City Utility Work Items From Sheet 10	58,820.00
	City-Performed Construction Engineering (6%)	3,529.20
	Total - 6% Construction Engineering Work Items	62,349.20
	(2) Credit for Right-of-Way Purchase	(12,028.64)
	(3) Total City Cost	\$1,009,354.82
	(1) Lump sum amounts as described in Articles 6.3 and 6.4 of the Agreement	
	(2) Credit for the City's purchase of right-of-way needed for the Project, as described in Article 6.6 of the Agreement	
	(3) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)	
	COUNTY COST PARTICIPATION	
	SP 8826-259, SAP 066-611-017 Signal System B Work Items From Sheet 7	
	(4) SP 8826-259, SAP 066-611-017 Signal System B State Furnished Materials From Sheet 11	78,380.31
	Subtotal	68,322.25
	Construction Engineering (8%)	\$146,702.56
	(5) Total County Cost	11,736.21
	(4) Lump sum amount as described in Article 8.3 of the Agreement	\$158,438.77
	(5) Amount of advance payment as described in Article 9 of the Agreement (estimated amount)	

ITEM NUMBER	SAP 125-137-004 SIGNAL SYSTEM A AND CITY STORM SEWER WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.09	180,000.00	16,200.00
2031.502	FIELD OFFICE	EACH	0.09	20,000.00	1,800.00
2104.502	REMOVE PIPE APRON	EACH	2.00	250.00	500.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	224.00	2.00	448.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	20.00	16.00	320.00
2104.503	REMOVE CURB & GUTTER	LIN FT	99.00	7.00	693.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	118.00	7.00	826.00
2106.507	EXCAVATION - COMMON (P)	CU YD	286.00	22.00	6,292.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	137.00	15.00	2,055.00
2211.507	AGGREGATE BASE (CV) CLASS 3 (P)	CU YD	61.00	35.00	2,135.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	62.00	50.00	3,100.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	77.00	127.00	9,779.00
2501.502	24" RC PIPE APRON	EACH	1.00	1,200.00	1,200.00
2503.503	24" RC PIPE SEWER DES 3006	LIN FT	20.00	90.00	1,800.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1,000.00	1,000.00
2506.502	ADJUST FRAME & RING CASTING	EACH	4.00	650.00	2,600.00
2521.518	6" CONCRETE WALK	SQ FT	760.00	11.00	8,360.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	16.00	15.00	240.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	202.00	16.00	3,232.00
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	193.00	28.00	5,404.00
2531.618	TRUNCATED DOMES	SQ FT	29.00	55.00	1,595.00
2554.502	GUIDE POST TYPE B	EACH	1.00	70.00	70.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.09	80,000.00	7,200.00
2564.618	SIGN	SQ FT	11.20	70.00	784.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	0.50	10,000.00	5,000.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.50	181,000.00	90,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	1.00	250.00	250.00
2573.502	CULVERT END CONTROLS	EACH	2.00	150.00	300.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	268.00	4.00	1,072.00
2574.505	SOIL BED PREPARATION	ACRE	0.10	2,000.00	200.00
2574.508	FERTILIZER TYPE 3	POUND	16.00	1.50	24.00
2575.504	SODDING TYPE SALT TOLERANT	SQ YD	383.00	10.00	3,830.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	0.50	850.00	425.00
2582.503	4" SOLID LINE MULTI COMP GR IN	LIN FT	115.00	2.00	230.00

(P) = PLAN QUANTITY

ITEM NUMBER	SP 8826-259 AND SAP 125-104-008 TURN LANE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.03	180,000.00	5,400.00
2031.502	FIELD OFFICE	EACH	0.03	20,000.00	600.00
2101.502	GRUBBING	EACH	1.00	1,000.00	1,000.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	380.00	1.00	380.00
2104.502	SALVAGE SIGN	EACH	1.00	70.00	70.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	347.00	2.00	694.00
2104.503	REMOVE CURB & GUTTER	LIN FT	277.00	7.00	1,939.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	119.00	7.00	833.00
2104.518	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ FT	613.00	1.50	919.50
2106.507	EXCAVATION - COMMON (P)	CU YD	346.00	22.00	7,612.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	32.00	15.00	480.00
2211.507	AGGREGATE BASE (CV) CLASS 3 (P)	CU YD	88.00	35.00	3,080.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	67.00	50.00	3,350.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	110.00	127.00	13,970.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	6.00	15.00	90.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	225.00	26.00	5,850.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	80,000.00	2,400.00
2563.602	TEMPORARY PEDESTRIAN RAMP	EACH	2.00	550.00	1,100.00
2563.603	TEMPORARY TRUNCATED DOMES	LIN FT	18.00	33.00	594.00
2563.603	PEDESTRIAN CHANNELIZER	LIN FT	220.00	7.00	1,540.00
2563.618	TEMPORARY WALKWAY SURFACE	SQ FT	460.00	6.00	2,760.00
2564.602	INSTALL SIGN	EACH	1.00	300.00	300.00
2564.618	SIGN	SQ FT	11.30	70.00	791.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	230.00	4.00	920.00
2574.505	SOIL BED PREPARATION	ACRE	0.10	2,000.00	200.00
2574.508	FERTILIZER TYPE 3	POUND	8.00	1.50	12.00
2575.504	SODDING TYPE SALT TOLERANT	SQ YD	189.00	10.00	1,890.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	0.20	850.00	170.00
2581.503	4" REMOVABLE PREFORM PAVEMENT MARKING TYPE	LIN FT	1,570.00	1.25	1,962.50
2581.503	6" REMOVABLE PREFORM PAVEMENT MARKING TAPE	LIN FT	450.00	2.25	1,012.50
2581.503	12" REMOVABLE PREFORM PAVEMENT MARKING TAPE	LIN FT	90.00	5.00	450.00
2582.503	4" SOLID LINE MULTI COMP GR IN	LIN FT	135.00	2.00	270.00
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	LIN FT	175.00	4.00	700.00

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(P) = PLAN QUANTITY

ITEM NUMBER	SP 8826-259, SAP 125-104-008, AND SAP 066-611-017 SIGNAL SYSTEM B WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.16	180,000.00	28,800.00
2031.502	FIELD OFFICE	EACH	0.16	20,000.00	3,200.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	150.00	1.00	150.00
2104.502	REMOVE SIGN	EACH	1.00	60.00	60.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	309.00	2.00	618.00
2104.503	REMOVE CURB & GUTTER	LIN FT	251.00	7.00	1,757.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	161.00	7.00	1,127.00
2104.518	REMOVE BITUMINOUS WALK	SQ FT	390.00	6.00	2,340.00
2104.518	REMOVE CONCRETE WALK	SQ FT	491.00	2.00	982.00
2106.507	EXCAVATION - COMMON (P)	CU YD	79.00	22.00	1,738.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	20.00	15.00	300.00
2211.507	AGGREGATE BASE (CV) CLASS 3 (P)	CU YD	14.00	35.00	490.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	51.00	50.00	2,550.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	47.00	127.00	5,969.00
2521.518	6" CONCRETE WALK	SQ FT	345.00	11.00	3,795.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	57.00	15.00	855.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	954.00	16.00	15,264.00
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	143.00	28.00	4,004.00
2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	22.00	38.00	836.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	112.00	26.00	2,912.00
2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	17.00	120.00	2,040.00
2531.618	TRUNCATED DOMES	SQ FT	143.00	55.00	7,865.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.16	80,000.00	12,800.00
2564.618	SIGN	SQ FT	24.00	70.00	1,680.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	1.00	9,000.00	9,000.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	1.00	179,000.00	179,000.00
2572.503	TEMPORARY FENCE	LIN FT	96.00	3.00	288.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	2.00	250.00	500.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	45.00	4.00	180.00
2574.505	SOIL BED PREPARATION	ACRE	0.10	2,000.00	200.00
2574.508	FERTILIZER TYPE 3	POUND	5.00	1.50	7.50
2575.504	SODDING TYPE SALT TOLERANT	SQ YD	120.00	10.00	1,200.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	0.10	850.00	85.00
2581.503	4" REMOVABLE PREFORM PAVEMENT MARKING TAPE	LIN FT	975.00	1.25	1,218.75

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(P) = PLAN QUANTITY

ITEM NUMBER	SP 8826-259 AND SAP 125-108-012 SIGNAL SYSTEM C WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.14	180,000.00	25,200.00
2031.502	FIELD OFFICE	EACH	0.14	20,000.00	2,800.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	3,265.00	1.00	3,265.00
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	361.00	5.00	1,805.00
2104.502	REMOVE CASTING	EACH	1.00	250.00	250.00
2104.502	REMOVE SIGN PANEL	EACH	1.00	55.00	55.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	25.00	5.00	125.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	452.00	2.00	904.00
2104.503	REMOVE CURB & GUTTER	LIN FT	188.00	7.00	1,316.00
2104.503	REMOVE CONCRETE CURB	LIN FT	32.00	5.00	160.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	66.00	7.00	462.00
2104.518	REMOVE BITUMINOUS WALK	SQ FT	161.00	6.00	966.00
2104.518	REMOVE CONCRETE WALK	SQ FT	1,290.00	2.00	2,580.00
2106.507	EXCAVATION - COMMON (P)	CU YD	109.00	22.00	2,398.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	4.00	15.00	60.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	40.00	50.00	2,000.00
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	392.00	4.00	1,568.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	69.00	127.00	8,763.00
2506.502	CASTING ASSEMBLY	EACH	1.00	1,100.00	1,100.00
2521.518	6" CONCRETE WALK	SQ FT	288.00	11.00	3,168.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	152.00	15.00	2,280.00
2521.618	6" CONCRETE WALK SPECIAL	SQ FT	144.00	18.00	2,592.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	1,200.00	16.00	19,200.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	195.00	26.00	5,070.00
2531.603	CONCRETE SILL	LIN FT	85.00	20.00	1,700.00
2531.603	CONCRETE CURB DESIGN V	LIN FT	32.00	55.00	1,760.00
2531.618	TRUNCATED DOMES	SQ FT	166.00	55.00	9,130.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.14	80,000.00	11,200.00
2564.618	SIGN PANEL	SQ FT	2.20	50.00	110.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	1.00	10,000.00	10,000.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	1.00	118,000.00	118,000.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	12.00	250.00	3,000.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	65.00	4.00	260.00
2574.505	SOIL BED PREPARATION	ACRE	0.10	2,000.00	200.00

1055383

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

1055383

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

ITEM NUMBER	SP 8826-259 AND SAP 125-137-004 SIGNAL SYSTEM A STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (6)
	*** LUMP SUM AMOUNT ***				
2565.601	+ FURNISH TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL	LUMP SUM	1.00	290,006.00	290,006.00
2565.601	+ FURNISH EMERGENCY VEHICLE PREEMPTION SYSTEM MATERIAL	LUMP SUM	1.00	6,857.00	6,857.00
	CABINET/CONTROLLER TYPE R (ATCC 350)	EACH	1.00	57,000.00	57,000.00
	VIDEO DETECTION PROCESSOR - GRIDSMART/360 DEGREE	EACH	1.00	24,000.00	24,000.00
	VIDEO DETECTION CAMERA AND MOUNT - GRIDSMART/360 DEGREE	EACH	1.00	6,000.00	6,000.00
				TOTAL	383,863.00
	(6) 40.71% FEDERAL		156,270.63		
	9.29% STATE		35,660.87		
	50% CITY (STATE AID)		191,931.50		
	+ State Furnished Materials purchased through SP 8826-259 Early Procurement under Contract 230100				

(7) 40.71% FEDERAL/9.29% STATE/25% CITY STATE AID/25% COUNTY STATE AID FUNDS

ITEM NUMBER	SP 8826-259 AND SAP 125-104-008 SIGNAL SYSTEM B STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (7)
	*** LUMP SUM AMOUNT ***				
2565.601	+ FURNISH TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL	LUMP SUM	1.00	266,432.00	266,432.00
2565.601	+ FURNISH EMERGENCY VEHICLE PREEMPTION SYSTEM MATERIAL	LUMP SUM	1.00	6,857.00	6,857.00
	CABINET/CONTROLLER TYPE 4 (ATTC)	EACH	1.00	34,316.00	34,316.00
	VIDEO DETECTION PROCESSOR - GRIDSMART/360 DEGREE	EACH	1.00	24,000.00	24,000.00
	VIDEO DETECTION CAMERA AND MOUNT - GRIDSMART/360 DEGREE	EACH	1.00	6,000.00	6,000.00
				TOTAL	273,289.00
	(7) 40.71% FEDERAL		111,255.95		
	9.29% STATE		25,388.55		
	25% CITY (STATE AID)		68,322.25		
	25% COUNTY (STATE AID)		68,322.25		
	+ State Furnished Materials purchased through SP 8826-259 Early Procurement under Contract 230100				

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(9) 100% CITY STATE AID FUNDS

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ITEM NUMBER	SAP 125-137-004 SIGNAL SYSTEM A PAINTING	UNIT	QUANTITY	UNIT PRICE	COST (9)
	*** LUMP SUM AMOUNT ***				
	SIGNAL SYSTEM A PAINTING	LUMP SUM	1.00	16,700.00	16,700.00
				TOTAL	16,700.00
	(9) 100% CITY (STATE AID)		16,700.00		

(10) 100% CITY STATE AID FUNDS

ITEM NUMBER	SAP 125-104-008 SIGNAL SYSTEM B PAINTING	UNIT	QUANTITY	UNIT PRICE	COST (10)
	*** LUMP SUM AMOUNT ***				
	SIGNAL SYSTEM B PAINTING	LUMP SUM	1.00	15,107.00	15,107.00
				TOTAL	15,107.00
	(10) 100% CITY (STATE AID)		15,107.00		

(11) 100% CITY STATE AID FUNDS

ITEM NUMBER	SAP 125-108-012 SIGNAL SYSTEM C PAINTING	UNIT	QUANTITY	UNIT PRICE	COST (11)
	*** LUMP SUM AMOUNT ***				
	SIGNAL SYSTEM C PAINTING	LUMP SUM	1.00	10,144.00	10,144.00
				TOTAL	10,144.00
	(11) 100% CITY (STATE AID)		10,144.00		



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-093 Approve TWIN OAKS SUBDIVISION Development Agreement

Background:

City Council approval of Resolution 2024-009 Approved the Preliminary and Final Plat of TWIN OAKS SUBDIVISION and requires that the Developer and City enter into a Development Agreement. The City Council met on May 7, 2024 in works session to review the attached agreement. The attached Resolution 2024-093 authorizes the Mayor and City Administrator to execute and record the Development Agreement. The resolution also allows City Staff and the City's Consultants to make limited revisions to the Agreement if needed to finalize the Agreement, including its exhibits.

Recommendation:

Approve Resolution 2024-093 Approve Twin Oaks Subdivision Development Agreement

Attachments:

1. Resolution 2024-093 Approve TWIN OAKS SUBDIVISION Development Agreement
2. Development_Agreement_for_Twin_Oaks_Subdivision

CITY OF FARIBAULT

RESOLUTION #2024-093

APPROVE TWIN OAKS SUBDIVISION DEVELOPMENT AGREEMENT

WHEREAS, the Faribault City Council, on January 9, 2024, approved Resolution 2024-009: Approve the Preliminary and Final Plat of TWIN OAKS SUBDIVISION; and

WHEREAS, as a condition of approval of said final plat, Resolution 2024-009 requires that the City of Faribault (the "City") and Rice County Housing and Redevelopment Authority, (the "Developer") enter into a Development Agreement; and

WHEREAS, the City, in consultation with the Developer prepared the Developer Agreement attached as Exhibit A to this Resolution; and

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

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Development Agreement included in Exhibit A of this Resolution and authorizes City Staff and the City's Consultants to make limited revisions to the Agreement if needed to finalize the Agreement and its exhibits.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said Developer's Platting Agreement and related agreements included in the exhibits.

Date Adopted: May 14, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A
(Attach Copy of Development Agreement)

**TWIN OAKS SUBDIVISION
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2024, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and the Housing and Redevelopment Authority of Rice County, a political subdivision under the laws of the State of Minnesota (the "Developer").

RECITALS

- A. The Developer is the fee owner of certain real estate located in the city of Faribault, Rice County, Minnesota (the "Developer's Property"), legally described in *Exhibit A*.

(Hereinafter referred to as the "Property").

- B. The Developer shall plat the Property consistent with the preliminary plat and final plat of TWIN OAKS SUBDIVISION approved by the City Council in Resolution 2024-009 on January 9, 2024 (attached as *Exhibit B*). Said resolution (the "Authorizing Resolution") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion.
- C. The Developer desires to have certain utility improvements constructed to serve the Property (the "Public Improvements" or the "Project"). NOTE: "Public Improvements" are limited solely to sanitary sewer, watermain, utility service lines, storm sewer, roadway and trail improvements.

- D. Unless noted otherwise in this Agreement, the Developer must install the Public Improvements at the Developer's expense and per the City's requirements as outlined in this Agreement.
- E. The City may authorize the construction of the Public Improvements per the Developer's request without public notices or hearings.
- F. Pursuant to the assurances and covenants of this Agreement, the Developer must compensate all contracted parties with a contractual claim for installing said Public Improvements and ensure that the Public Improvements are free of any liens or claims before acceptance by the City.
- G. If not for the Agreement's assurances and covenants, the City would not authorize the construction of the Public Improvements at this time. The City's authorization of the Public Improvements is at the Developer's request and are to the benefit of both the City and the Developer.

TERMS OF THE AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates the recitals and exhibits in this Agreement as fully set forth herein.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

- 2.01. City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:
- A. The City is a municipal corporation under the laws of Minnesota.
 - B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.

2.02. City Obligations. The City agrees to:

- A. Work with the Developer as to the Plat.

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

1. The Developer is a Minnesota political subdivision.
2. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
3. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.
4. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Public Improvements. The Developer is not aware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.
5. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court,

department, agency, or instrumentality.

6. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
7. The Developer has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Developer may undertake in conjunction with the Public Improvements.

2.04. Developer's Obligations. The Developer agrees to:

- A. Reimburse the City for its fees within thirty (30) days of the City submitting an invoice to the Developer. The City shall invoice the Developer for eligible expenses no more than monthly.
- B. Work with the City as to the Plat.

**ARTICLE THREE
CONSTRUCTION OF SITE GRADING AND PUBLIC IMPROVEMENTS**

3.01. Designation of Site Grading and Public Improvements. The site grading and Public Improvements associated with this Plat are as follows:

- A. Site Grading and Public Improvements Plans. The site grading and Public Improvements (the "Project") are depicted in the plans (the "Plans") entitled "Twin Oaks Court Subdivision," prepared by Widseth, and dated December 8, 2023. The Plans are on file with the Faribault Engineering Department and are fully incorporated in this Agreement by reference.
- B. Potential Revisions to the Site Grading and Public Improvements Plans. The Parties to this Agreement acknowledge that revisions to the site grading and Public Improvements plans (the Plans) may be necessary. The Parties must cooperate regarding any reasonable requests made after the execution of this Agreement to revise or correct any errors in the Plans. The Parties must provide all additional documentation deemed necessary by either Party to

effectuate such revisions or corrections to the plans. The Developer must file a final copy of the site grading and Public Improvements plans (the Plans) with the City before constructing the Public Improvements, and the City Engineer must approve, in writing, any revisions to the Plans.

- C. Other Improvements Not Covered by this Agreement. This Agreement deems all improvements, other than the site grading and the Public Improvements described above, as private improvements not covered by this Agreement. The private improvements must comply with all applicable regulations and must receive all required permitting.

3.02. Site Grading Requirements. The Developer must grade the Project at the Developer's sole expense and per the Plans referenced in this Agreement. The Developer must provide the City with an as-built grading plan for the Project. An as-built Grading Plan for the Property shall be provided prior to issuance of any building permits, except for two lots which may be issued building permits provided the requirements of section 4.06 of this Agreement are satisfied. The as-built grading plan must identify building pad elevations, lot corner elevations, elevations and centerline grades for all right-of-way, surface drainage ways, common greenways, and open spaces. The as-built grading plan must have a maximum of two (2) foot contours and meet the requirements of the City's Code of Ordinance Chapter 28, Article VII Sec 28-230 and the City's Developer's Guide for Stormwater Management.

3.03. Public Improvements Requirements. All labor and work performed by the Developer in connection with construction of the Public Improvements must be performed in the best and most worker-like manner and in strict conformance with the Plans. Any substantial deviation from the Plans must be approved in writing by the City. Prior to initiating construction of the Public Improvements, the Developer must hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements. The Developer must furnish and install the Public Improvements at the Developer's sole expense (subject to any reimbursement that the City may provide under the terms of this

Agreement for such items as oversizing utilities) according to the following terms and conditions:

- A. Street and Sidewalk Improvements. The Developer must construct urban street and sidewalk improvements per City standards and subject to the review and approval of the City Engineer. The improvements include, but are not limited to, the preparation, correction, and stabilization of the subgrade and the installation of the aggregate base, concrete curb and gutter, concrete sidewalk, and bituminous paving. The Developer must construct the street and trail improvements per the Plans referenced in this Agreement.
- B. Utility Improvements. The Developer must construct sanitary sewer, watermain, utility service lines and storm sewer per City standards and subject to the review and approval of the City Engineer. The Developer must construct the utility improvements per the Plans referenced in this Agreement.
- C. Storm Water Pollution Prevention Plan (SWPPP). The Developer must provide erosion and sediment control throughout the site grading work and the construction of the Public Improvements as follows:
 - 1. Provide erosion and sediment control per the Plans referenced in this Agreement.
 - 2. Provide erosion and sediment control per the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement.
 - 3. Address, to the City Engineer's satisfaction, failed erosion control structures (or the apparent need for additional erosion control measures) as required in the Minnesota Pollution Control Agencies Construction Stormwater General permit upon notification by the City. This Agreement grants the City the right to enter onto the Developer's Property to correct any erosion control failures that the Developer does not correct in

the period within the statutory period. The Developer must reimburse the City for reasonable costs incurred in performing under this clause on behalf of the Developer.

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

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

1. Provide to all areas within the right-of-way.
2. Sod or seed and blanket drainage swales and emergency overflow swales as required by the City Engineer.
3. Sod or seed all other disturbed areas.
4. Guarantee the survivability or replacement of the sodded and seeded areas for one (1) year from the time of installation.

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

F. Damage Responsibilities. The Developer is financially responsible for repairing all damage done to the streets and public utilities

directly related to the development improvements.

- G. Street Name and Regulatory Signs. The City will supply and install necessary traffic control and street name signs. The Developer must reimburse the City the full cost of supplying and installing the signs. The estimated cost of said signage is \$500 and is not to exceed \$1,000 without prior notification and consent in writing by Developer.
- H. Street Lights. Pursuant to Resolution 2003-198, adopted by the Faribault City Council on November 10, 2003, the Developer is financially responsible for providing street lights in the Plat. Final street light design and locations shall be subject to the City Engineer's review and approval. The number of street lights for the plat are estimated to be three (3) street lights at \$4,500. The street light style must be approved by the City and must conform to the provisions of the City Code. The utility company will own, install, operate, and maintain the street lights. The Developer must pay the electric utility company for all components of the street lights and all installation costs that the electric utility company rate does not cover. The Developer must guarantee all street lighting costs as part of the Public Improvements security as outlined in this Agreement.
- I. Property Monumentation. The Developer must complete the following tasks:
 - 1. Furnish and install temporary property monumentation by, or under the direction of, a registered land surveyor before and during the construction of the Public Improvements as needed to ensure proper layout of the development.
 - 2. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments except as allowed in section 3.02.
 - 3. Provide the City Engineer with a certification of plat monumentation in the form attached to *Exhibit C* of this

Agreement.

4. Mark all monuments with a steel or fiberglass post to allow a City representative to verify the installation of the property monuments.
- J. Underground Utilities. Pursuant to Section 15-380 of Appendix B of the Unified Development Regulations of the City Code of Ordinances, the Developer must place all utilities underground unless the City Engineer determines that overhead utilities are required.
- K. Other Governmental Jurisdictions. The Developer must secure all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions before beginning site grading or construction of the Public Improvements and must provide copies of all required permits to the City upon request.
- L. Public Improvements Security Requirements. The Developer's cost estimate for the Public Improvements and all other work identified as the Developer's responsibility is attached in *Exhibit D* of this Agreement. Before starting any construction activity, the Developer or its contractor must provide the City with a cash escrow, certified check, performance bond, or irrevocable letter of credit (collectively known as the "Security"), based on one hundred thirty percent (130%) of the total estimated cost of the Public Improvements and all other required work designated as the responsibility of the Developer which is 125% of the estimated construction costs plus 9% for City Engineering/Administration services. Based on the Developer's cost estimate, the Developer must provide the City with a Security of \$889,600.00.

In lieu of satisfying the Security requirements of this Paragraph 3.03.L. and the Agreement, should Developer fail to complete the Developer's performance of all terms and conditions of this Agreement and the Public Improvements and Project consistent with this Agreement, the Developer shall allow the City, in its sole discretion, to complete all such work required by this Agreement and to assess any and all associated costs to the Developer or to the Property pursuant to the requirements of

Paragraph 4.03.C. of this Agreement and the Developer shall waive any and all rights to notice and appeal of such assessment(s) accordingly.

The Security is for the exclusive use and benefit of the City of Faribault. It must guarantee and assure the Developer's performance of all terms and conditions of this Agreement and the construction of all required improvements per the ordinances and specifications of the City. The City may draw on the Security to guarantee the terms and conditions of this Agreement.

- M. The Developer or its subcontractor may request a reduction of the Security based on prepayment or the value of the completed improvements at the time of the requested reduction. If requested, the City will evaluate the completed work without charge to the Developer once per month based on monthly payments to contractors. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The City Engineer will determine the amount of reduction.
- N. Developer's Responsibilities for the Construction of the Public Improvements. The Developer must comply with the following:
 - 1. Construct and install the materials and equipment of the Public Improvements per the plans and specifications approved by the City Engineer.
 - 2. Obtain written approval from the City Engineer for any significant deviation from the Public Improvements plans.
 - 3. Before initiating construction of the Public Improvements, hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements.
 - 4. Perform and complete all labor and work connected with the construction of the Public Improvements in a workmanlike manner and strict conformance with the Public Improvements plans.

5. Fully and faithfully comply with all terms and conditions of all contracts entered into by the Developer to install and construct all Public Improvements.
6. Guarantee the quality of work and materials for two (2) years following the City's final acceptance of the Public Improvements.

3.04. Developer Responsibilities for Engineering Design and Construction Services. The Developer's responsibilities for engineering design and construction services of the Public Improvements are as follows:

- A. Consulting Engineer. Retain a professional engineer (the "Consulting Engineer"), licensed in Minnesota, to provide complete design and construction document services for the Public Improvements.
- B. Construction Contractor. Contract with a construction contractor or contractors qualified and experienced in municipal utility and roadway construction (subject to the City's approval) to construct the Public Improvements.
- C. Construction Staking. Provide staking services for grading, municipal utilities, lot services, trail improvements, and roadway improvements, including curb elevations and centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.
- D. Construction Inspection and Testing. Comply with the following:
 1. Require all contractors performing construction contract work to conduct testing per the governing specifications, including the latest MnDOT Standard Specifications for Construction, CEAM Standard Specifications, and the Project's special provisions. Provide the City with copies of all test results upon request.
 2. Ensure that the construction contract work includes access, coordination, and assistance with City personnel for other testing work done by the City.

3. Ensure competent personnel currently certified by the Minnesota Department of Transportation perform the Developer's inspection and testing services for the Project's construction.
- E. Televising Sanitary Sewers. Televising all sanitary sewers installed as part of the Public Improvements. Provide the City Engineer with a DVD copy of the recording.
- F. As-Built/Record Drawings. As soon as possible after the Project's construction, provide the City Engineer with complete as-built drawings of the Public Improvements, including ties to all service locations. Provide the as-built drawings in the form of reproducible originals and computer drawing files compatible with the City's software.
- G. Additional Responsibilities for the Construction of Public Improvements. The Developer must comply with the following:
 1. Construct and install the materials and equipment of the Public Improvements per the plans and specifications approved by the City Engineer.
 2. Obtain written approval from the City Engineer for any deviation from the Public Improvements plans.
 3. Before initiating construction of the Public Improvements, hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements.
 4. Perform and complete all labor and work connected with the construction of the Public Improvements in a workmanlike manner and strict conformance with the Public Improvements plans.
 5. Fully and faithfully comply with all terms and conditions of all contracts entered into by the Developer to install and construct all Public Improvements.

3.05. City Responsibilities for Construction Engineering Services.

The City is responsible for general engineering review and oversight of the Project. The City will provide inspection and testing services for the construction of the Public Improvements as follows:

- A. Construction Inspection and Testing. The City will perform the following inspection and testing services:
1. Review all pipe installation and backfilling operations;
 2. Conduct compaction/density testing;
 3. Witness pressure testing of sewer and water piping;
 4. Witness conductivity and disinfection testing of water piping;
 5. Approve preparation of the roadway and trail subgrade;
 6. Retain copies of all inspection/testing reports, which the City will provide to the Developer upon request;
 7. Collect and retain tickets for all bituminous mixtures delivered and placed on the Property; and
 8. Certify that the Developer installed all improvements per the approved plans and specifications.
- B. Materials Testing. The City will perform the following materials testing:
1. Gradations for Class 5 aggregate base, concrete aggregate, and bituminous mixture aggregate. The Developer must submit MnDOT certified mix designs for concrete and bituminous mixtures before construction;
 2. Extraction tests for bituminous mixtures;
 3. Concrete air, slump, and temperature tests; and
 4. Concrete cylinder breaks.

For those testing procedures that require the use of an outside firm (such as bituminous extraction and concrete cylinder breaks), the City will invoice the Developer for the cost of those outside services and the City's general engineering services. These services are estimated to be \$5,000 and are not to exceed \$10,000 without the prior written agreement of Developer.

- 3.06. The Developer's Financial Responsibilities for the City's Engineering Services.** The Developer must pay five percent (9%) of the total cost of the Public Improvements to the City for the City's engineering services provided as part of the Project. The Developer must make payment within thirty (30) days of being billed by the City for said services.

ARTICLE FOUR ADDITIONAL PROVISIONS

- 4.01. Platting Requirements.** The City Council approved the final Plat of TWIN OAKS SUBDIVISION in Resolution No. 2024-009 on January 9, 2024, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, state statutes, the City Attorney's plat opinion attached hereto as *Exhibit F*, and this Agreement. Platting requirements include, but are not limited to, the following:

- A. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured in the amount of \$100,000. If the Developer does not record the Plat in the year 2024, the City may revise the above-referenced policy coverage amount based on the year in which the Plat is released for filing with the Rice County Recorder/Registrar.

The above-referenced title work shall identify any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, or related interest. Before recording the Plat with Rice County, the Developer

agrees to provide the City with a signed consent from any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest. The City Council's approval of the Plat contemplated by the Authorizing Resolution and this Agreement is subject to the Developer's compliance with this provision.

The evidence of title shall be subject to the review and approval of the City Attorney, and the issuance of the City Attorney's plat opinion attached hereto as *Exhibit F* and incorporated into this Agreement as if fully set forth herein, to determine what entities must execute the Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Plat is recorded (the City will not issue any building permits or certificates of occupancy until it is provided with said Title Insurance Policy unless explicitly allowed through a separate early start agreement). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, in its sole discretion, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property unless explicitly allowed through a separate early start agreement.

The City Council's approval of the Plat contemplated by Resolution 2024-009 and this Agreement is subject to the Developer's compliance with this paragraph.

- B. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation

deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is responsible for all application fees, development, and construction costs associated with such revisions.

- C. Deed or Deeds to the City. Before the City's acceptance of the Public Improvements and the City's release of the Security, the Developer must deed LOT 13, BLOCK 1 of TWIN OAKS SUBDIVISION to the City pursuant to the Authorizing Resolutions approving the Plat. The form of deed or deeds are as set forth in Exhibit H and are subject to the review and approval of the City Attorney.
- D. Parkland Dedication. Instead of the required parkland dedication outlined in the City's Unified Development Ordinance, the Developer agrees to deed to the City LOT 13, BLOCK 1 of TWIN OAKS SUBDIVISION. However, a future subdivision of the Plat, or a change of use in the Plat that increases the demand for the City's parks, may require the Developer and/or Subdivider, or their successors or assigns, to provide the City with parkland dedication, or cash instead of parkland dedication, as outlined in the City's Unified Development Ordinance.
- E. Wetlands. According to the submitted plat documents there are no known wetlands within the platted area.
- F. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat, in a format suitable to the City Engineer, after all signatures have been obtained.
- G. Deadline to Record Plat. The Developer shall record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the Plat shall be null and void unless the City Council extends the deadline to record the Plat.

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

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Project and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Developer's Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

4.03. Payment of City Costs. In addition to the City's Engineering fees outlined in this Agreement, the Developer shall reimburse the City for its actual costs related to this Project as follows:

- A. Developer's Cost to Process the Plat and this Agreement. Consistent with the City's adopted fee schedule for 2024 as outlined in City Resolution No. 2023-238, the Developer shall reimburse the City its actual costs regarding the following:
 - 1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and
 - 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of costs to plat, and Development Agreement review, the Public Improvements, and other related undertakings.
- B. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.

- C. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement and for completing the Public Improvements, as an additional remedy, the City may then assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011 and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

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

- A. Title Insurance Policy
- B. Certificate of Plat Monumentation
- C. Mylar Copy of the Signed Plat and Electronic Version of the Plat

4.05. City Ownership of Public Improvements and Documents. The Developer expressly acknowledges and agrees to City Ownership of the Public Improvements and documents as follows:

- A. City Ownership of the Sanitary Sewer, Watermain, Utility Service Lines, Public Roadway, Sidewalk Improvements and Storm Sewer. The Public Improvements, as defined in and all easements and other rights in the Property necessary and related to the City's ownership of the sanitary sewer, watermain, utility service lines and

storm sewer, shall inure to the City upon the following:

1. Developer's compliance with this Agreement;
2. The City's acceptance of the Public Improvements; and
3. The approval and recording of the final plat as outlined in the Faribault Code of Ordinances.

B. City Ownership of Documents. The City will own the completed reports, drawings, plans, and specifications, but the Developer or the Consulting Engineer may retain reproductions of them in whole or in part.

4.06. Building Permits and Occupancy Permits. The City issuance of a building permit or an occupancy permit is contingent, in part, on the following:

1. Building Permit. City approval of the Plat approval does not include City approval of a building permit. The Developer or another party applying for a building permit is responsible for paying the required fees associated with a building permit and other deferred fees specified in this Agreement. The City may issue a building permit before the complete installation of utilities and grading. However, the City will not issue a building permit until this Agreement is signed and the financial assurances are in place.
 2. If the City issues a building permit before the completion and acceptance of the Public Improvements, the Developer assumes all liability and costs resulting in the delays in completion of the Public Improvements and damages resulting from nonconforming improvements or defect to the Public Improvements caused by the Developer, its subcontractors, material suppliers, employees, agents, or third parties.
- A. Occupancy Permit. Unless otherwise authorized in writing, the City will not issue an occupancy permit until the Developer has constructed and the City has accepted the Sanitary Sewer, Watermain, Utility Service Lines, Public Roadway, Trail

Improvements and Storm Sewer. Requirements for issuance of an occupancy permit include, but are not limited to, the following:

1. The site grading is completed and approved by the City;
2. All public utilities are tested, approved by the City, and in service;
3. All curbing is installed and backfilled;
4. The first lift of bituminous is in place and approved by the City; and
5. All building permit fees are paid in full.

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

4.08. Developer's Default. If the Developer defaults on any work or undertaking required by this Agreement, the City may perform the work as follows:

- A. Reimbursement. The Developer must promptly reimburse the City for any expense incurred by the City.

- B. License for City Action. This Agreement licenses the City to act. The City need not obtain a court order to enter the Property to perform any work on which the Developer defaults.
- C. Special Assessment and Cost Recoupment. The City may levy special assessments against the lots within the Plat to recover its costs for performing any work on which the Developer defaults. For this purpose, the Developer, for itself and its successors and assigns, expressly waives all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the assessed land. For itself and its successors and assigns, the Developer also waives any appeal rights otherwise available under Minnesota Statutes Section 429.081.

If the City does not recover its costs under the provisions of this Agreement and for completing the Public Improvements, as an additional remedy, the City may then assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011 and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

4.09. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement.

This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.

- B. Amendment. Any amendment to this Agreement must be in writing and signed by all Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.
- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, the Project, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer shall cease work until there is compliance.
- F. No Third-Party Recourse. Third parties shall have no recourse against the City or the Developer under this Agreement.
- G. Breach of Agreement Terms. Any material breach of the terms of this Agreement by the Developer are grounds for denial of building permits, including building permits associated with lots sold to third parties.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law.

If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.

- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- J. Amendments or Waivers to this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

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

- K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- M. Counterparts. The Parties to this Agreement may execute in any

counterparts, each of which shall constitute the same instrument.

- N. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.
- O. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- P. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- Q. Additional Requirements. The Developer and Subdividers shall satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer, or others with review and approval authority for the City.
- R. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as Exhibit G.

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

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

A. As to the Developer: Housing and Redevelopment Authority of
 Rice County
 Attn: County Administrator
 320 Third Street NW
 Faribault, MN 55021

B. As to the City: City of Faribault
 Attn: City Administrator
 208 NW First Avenue
 Faribault, MN 55021-5105

With a copy to: Scott J. Riggs
 Attorney at Law
 Kennedy & Graven, Chartered
 150 South Fifth Street, Suite 700
 Minneapolis, MN 55402

Parties may designate another address for communications pursuant to the provisions of this Agreement.

4.11 Exchange of Deeds. The Developer must deed LOT 13, BLOCK 1, of TWIN OAKS SUBDIVISION to the City pursuant to the Authorizing Resolutions approving the Plat. The form of the deeds is as set forth in Exhibit H and are subject to the review and approval of the City Attorney.

The remainder of this page is left intentionally blank.

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

By: _____
Notary Public

DEVELOPER

**Housing and Redevelopment
Authority of Rice County**

By: _____
Galen Malecha
Housing and Redevelopment Authority of
Rice County Board Chair

By: _____
Joy Watson
Rice County Director of Housing

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Galen Malecha and Joy Watson, the Board Chair and Housing Director, respectively, of the Housing and Redevelopment Authority of Rice County, a political subdivision under the laws of the State of Minnesota, on behalf of the County.

By: _____
Notary Public

This document drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION

Outlot B, CANNON RIVER VIEW, Rice County, Minnesota according to the recorded plat thereof on file in the Rice County Recorder's Office.

DRAFT 5.9.2024

**EXHIBIT B
RESOLUTION NO. 2024-009**

This document is on file in the offices of the City of Faribault.

EXHIBIT C

CERTIFICATION OF PLAT MONUMENTATION



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

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

Signature

Date

Name

License No.

EXHIBIT D

DEVELOPER'S COST ESTIMATE FOR THE PUBLIC IMPROVEMENTS AND ALL OTHER WORK IDENTIFIED AS THE DEVELOPER'S RESPONSIBILITY

Twin Oaks Court Subdivision (#9041818)

Owner: The Board of Rice County Housing & Redevelopment Authority (HRA)

Solicitor: Widseth Smith Nolting - Provider

04/11/2024 10:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Heselson Construction, LLC.	
					Unit Price	Extension
						\$673,955.50
1	2016.601	CONTRACTOR TESTING - DENSITY	L.S.	1	\$12,150.00	\$12,150.00
2	2021.501	MOBILIZATION	L.S.	1	\$16,000.00	\$16,000.00
3	2101.524	CLEARING & GRUBBING	ACRES	1	\$5,550.00	\$5,550.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	32	\$3.00	\$96.00
5	2105.607	COMMON EXCAVATION	CU YD	270	\$128.00	\$34,560.00
6	2105.607	COMMON EXCAVATION (SUBGRADE) (EV)	CU YD	500	\$12.50	\$6,250.00
7	2105.607	COMMON BORROW (LV)	CU YD	19500	\$7.25	\$141,375.00
8	2211.509	AGGREGATE BASE CLASS V (12")	TONS	2800	\$15.75	\$44,100.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) (1.5")	TON	269	\$94.65	\$25,460.85
10	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C) (2.5")	TON	448	\$82.25	\$36,848.00
11	2451.609	GRANULAR FOUNDATION AND/OR BEDDING	TON	630	\$0.01	\$6.30
12	2521.618	CONCRETE CURB RAMP WALK (6" CONC., 4" AGG.)	SQ FT	251	\$13.50	\$3,388.50
13	2501.502	21" RC PIPE APRON	EACH	1	\$1,630.00	\$1,630.00
14	2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	307	\$59.25	\$18,189.75
15	2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	146	\$65.00	\$9,490.00
16	2503.503	21" RC PIPE SEWER DES 3006 CL III	LIN FT	117	\$71.00	\$8,307.00
17	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$575.00	\$575.00
18	2503.602	SANITARY SEWER SERVICE (4" PVC)	EACH	22	\$990.00	\$21,780.00
19	2503.602	8" X 4" PVC WYE	EACH	22	\$375.00	\$8,250.00
20	2503.603	SANITARY SEWER INSPECTION	LIN FT	713	\$4.50	\$3,208.50
21	2503.603	8" PVC PIPE SEWER (SDR 35)	LIN FT	713	\$34.00	\$24,242.00
22	2504.602	INSTALL WATER SERVICE SYSTEM (1")	EACH	22	\$1,925.00	\$42,350.00
23	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$800.00	\$800.00
24	2504.602	HYDRANT	EACH	3	\$7,550.00	\$22,650.00
25	2504.602	ADJUST VALVE BOX	EACH	3	\$225.00	\$675.00
26	2504.602	6" GATE VALVE AND BOX	EACH	3	\$2,200.00	\$6,600.00
27	2504.603	6" PVC WATER MAIN	LIN FT	33	\$60.00	\$1,980.00
28	2504.603	8" PVC WATER MAIN	LIN FT	748	\$48.00	\$35,904.00
29	2504.608	DUCTILE IRON FITTINGS	LBS	350	\$12.50	\$4,375.00
30	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2'X3'	EACH	3	\$3,200.00	\$9,600.00
31	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	3	\$3,725.00	\$11,175.00
32	2506.502	ADJUST FRAME & RING CASTING	EACH	6	\$925.00	\$5,550.00
33	2506.602	CONSTRUCT SANITARY MANHOLE	EACH	4	\$4,670.00	\$18,680.00
34	2506.602	CONSTRUCT SANITARY MANHOLE	LIN FT	6	\$210.00	\$1,260.00
35	2511.507	RANDOM RIPRAP CLASS III	CY	7	\$120.00	\$840.00
36	2531.503	CURB AND GUTTER DESIGN DRIVEOVER	LIN FT	1607	\$21.00	\$33,747.00
37	2531.503	CURB AND GUTTER DESIGN B624	LIN FT	88	\$35.00	\$3,080.00
38	2531.618	TRUNCATED DOMES	SQ FT	40	\$73.50	\$2,940.00
39	2563.601	TRAFFIC CONTROL	L.S.	1	\$985.00	\$985.00
40	2564.602	FURNISH AND INSTALL TYPE C SIGN	EACH	1	\$570.00	\$570.00
41	2564.602	FURNISH AND INSTALL TYPE D SIGN (STREET NAME SIGNS)	EACH	1	\$570.00	\$570.00
42	2565.603	4" NON-METALLIC CONDUIT	LIN FT	200	\$13.00	\$2,600.00
43	2573.502	STORM DRAIN INLET PROTECTION	EACH	6	\$250.00	\$1,500.00
44	2573.503	SILT FENCE, TYPE MS	LIN FT	1400	\$2.85	\$3,990.00
45	2573.503	BIOROLLS	LIN FT	230	\$3.10	\$713.00
46	2574.508	FERTILIZER TYPE 3	LB	1172	\$1.55	\$1,816.60
47	2575.504	EROSION CONTROL BLANKETS CATEGORY 30	SQ YD	2500	\$3.65	\$9,125.00
48	2575.504	SODDING TYPE LAWN	SQ YD	2131	\$8.00	\$17,048.00
49	2575.505	SEEDING (SEED MIXTURE 25-151)	ACRE	3.5	\$1,900.00	\$6,650.00
50	2575.509	MULCH MATERIAL TYPE 1	TON	7	\$675.00	\$4,725.00
						\$673,955.50

EXHIBIT E
[INTENTIONALLY BLANK]

EXHIBIT F
CITY ATTORNEY'S PLAT OPINION
[Insert Plat Opinion]

DRAFT 5.9.2024

**EXHIBIT H
FORM OF DEEDS**

[Insert Deed]



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-095 Approve a Unified Development Plan for Business Signs in Met Con Business Park Fourth Addition

Background:

Troy Zabinski of Met Con Companies has requested approval of a unified development plan to permit an off-premise business sign for Trystar at 15765 Acorn Trail, in Met Con Business Park Fourth Addition. Trystar is seeking an off-premise truck entrance sign north of the driveway they share with the vacant lot to the north. Trystar is unable to place the sign on their lot (south of the driveway) because of conflicts with a City lift station and associated easements.

Section 9-70 of the Unified Development Ordinance provides that an off-premise sign may be allowed within a unified commercial or industrial development provided that the number of freestanding signs for all properties within the development is not exceeded. Properties with over 1,000 feet of street frontage are allowed two freestanding signs. The development plan for signage in this subdivision provides for three freestanding business signs along the Acorn Trail frontage. Each of the two lots will have one individual sign and they will share a multi-tenant sign at the shared driveway serving both lots.

The Planning and Zoning Coordinator has reviewed the proposal and determined that it meets the sign ordinance requirements for off-premise signs with City Council approval of the unified development sign plan.

Recommendation:

Approve Resolution 2024-095.

Attachments:

1. Resolution 2024-095

CITY OF FARIBAULT

RESOLUTION #2024-095

APPROVE A UNIFIED DEVELOPMENT PLAN FOR BUSINESS SIGNS IN MET CON BUSINESS PARK FOURTH ADDITION

WHEREAS, Troy Zabinski of Met Con Companies has requested approval of a unified development plan to permit an off-premise business sign for Trystar at 15765 Acorn Trail, in Met Con Business Park Fourth Addition; and

WHEREAS, Trystar is seeking an off-premise truck entrance sign north of the driveway they share with the vacant lot to the north; and

WHEREAS, Section 9-70 of the Unified Development Ordinance provides that an off-premise sign may be allowed within a unified commercial or industrial development provided that the number of signs for all properties within the development is not exceeded; and

WHEREAS, City Planning and Zoning Staff have reviewed the proposed unified development plan for business signs requested in this case and have determined that the plan meets the above-referenced provision of the sign ordinance.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby approves the proposed unified development plan for signs at Met Con Business Park Fourth Addition as depicted in Exhibit A attached with this resolution.

Date Adopted: May 14, 2024

Faribault City Council

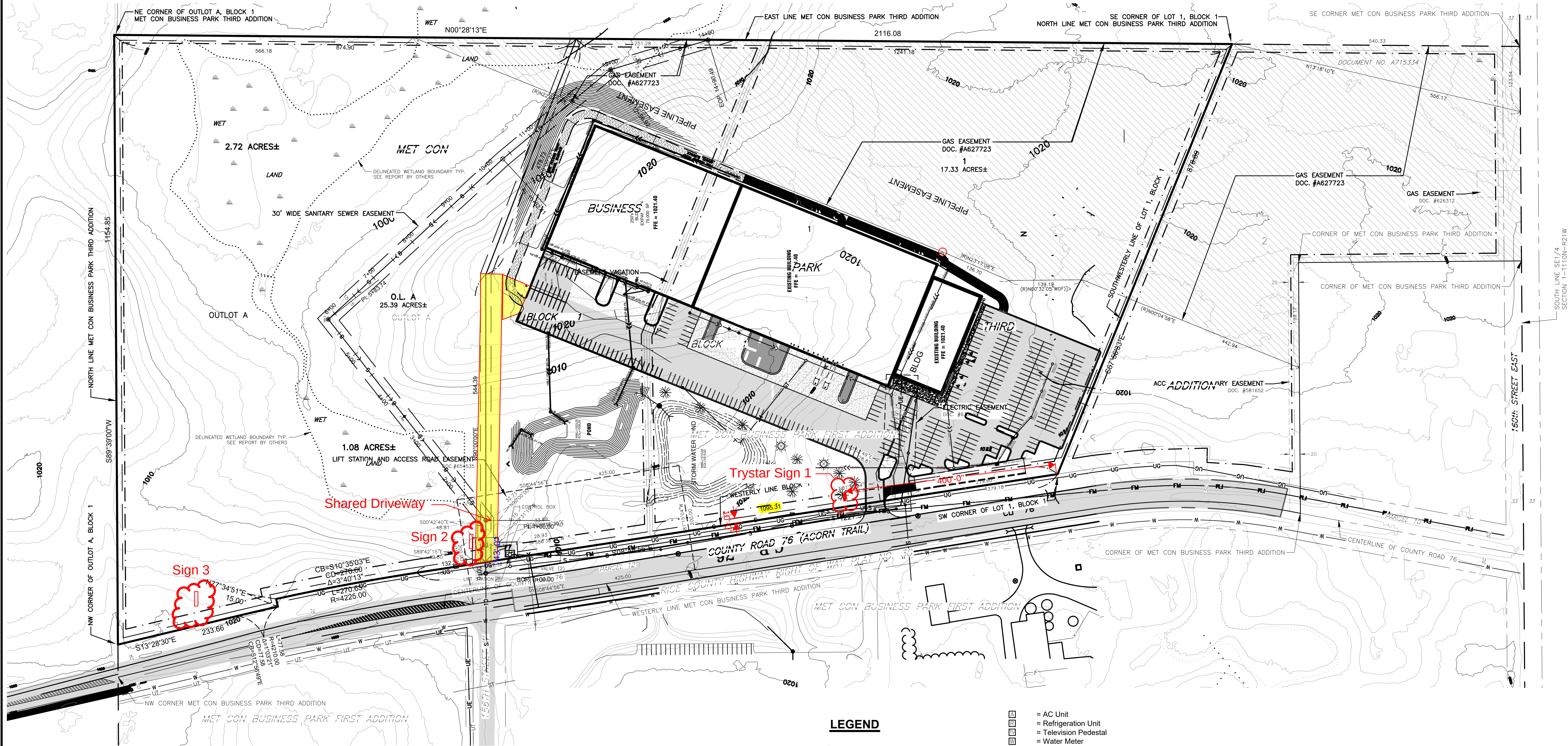
Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

MET CON BUSINESS PARK FOURTH ADDITION

EXHIBIT A



MASTER SIGN PLAN

ZONING: I2
SETBACK REQUIREMENTS
BUILDING: FRONT YARD: 25 FEET
SIDE YARD: 15 FEET
REAR YARD: 15 FEET
PARKING
FRONT YARD: 10 FEET
SIDE YARD: 10 FEET
REAR YARD: 10 FEET

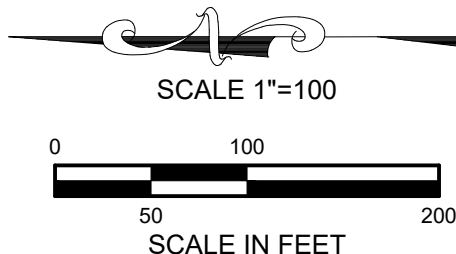
LEGAL DESCRIPTION

Lot 1 and Outlot A, Block 1, Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

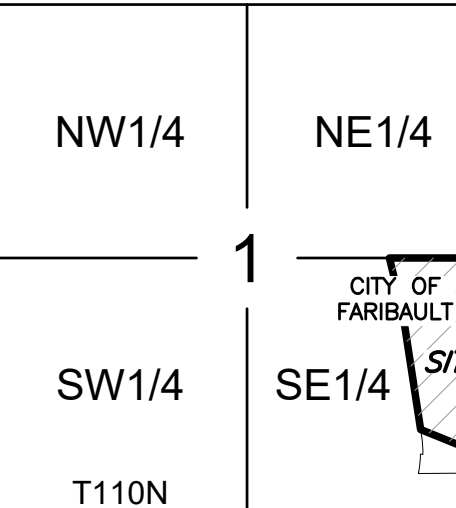
LEGEND

- Subdivision Plat Corner
- Utility Easement
- Measured Bearings & Distance
- Deed Bearings & Distance
- Building Setback
- Water Main
- Sanitary Sewer
- Storm Sewer
- Drain Tile
- Gas Main
- Underground Telephone
- Overhead Telephone
- Underground Fiber-Optics
- Underground Electric
- Overhead Electric
- Force Main
- Chain Link Fence
- Woven Wire Fence
- Control Access
- Metal/Hand/Guard Railing
- Gate Post
- Bollards
- Soil Boring
- Monitoring Well
- Hand Hole
- Roof Drain
- Flag Pole
- Sign
- Stop Sign
- Handicap Sign
- Electric Meter
- Telephone Pedestal
- Gas Meter
- Fiber-Optics Box

- AC Unit
- Refrigeration Unit
- Television Pedestal
- Water Meter
- Light Pole
- Flood Lights
- Power Pole
- Guy Anchor
- Electric Marker
- Gas Marker
- Fiber Optics Marker
- Gas Main Valve
- Fire Hydrant
- Water Main Valve
- Water Shutoff Valve
- Curb Stop
- Sprinkler
- Water Well
- Tile Inlet
- Clean Out
- Culvert
- Catch Basin & Catch Basin Numbers
- Manholes & Manhole Numbers
- Elevation Contour Line
- Spot Elevation
- Rim Elevation
- FlowLine Elevation
- Deciduous Tree
- Coniferous Tree
- Bush
- Concrete Surface
- Bituminous Surface
- Gravel Surface



AREA
42.72 ACRES± (1,860,954Ft²)
VICINITY MAP



AREA SUMMARY	
LOT	AREA (ACRES±)
OUTLOT A	18.02
1	24.71

BENCHMARK 1
Top hydrant nut located in median at Trystar entrance drive
Elevation = 1021.50

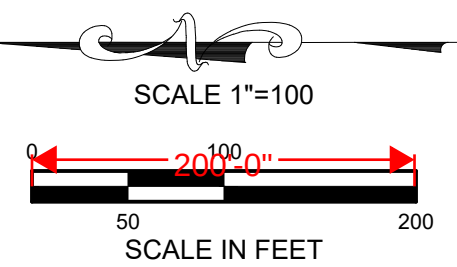
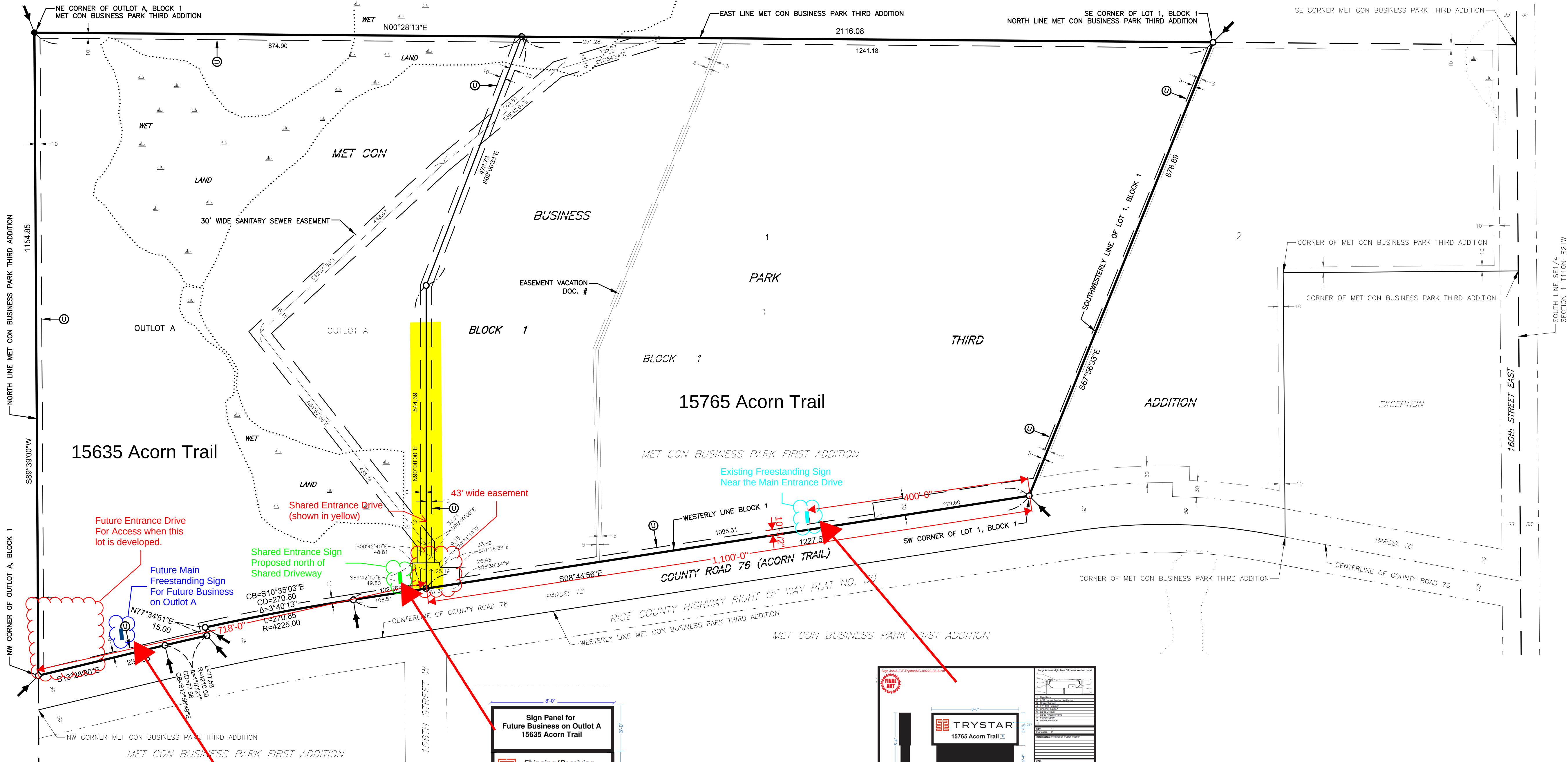
BASIS OF BEARING SYSTEM
All bearings are based upon the MnDot Rice County Coordinate System Nad 83 (96) Harn Adjustment Grid

JULY 2021

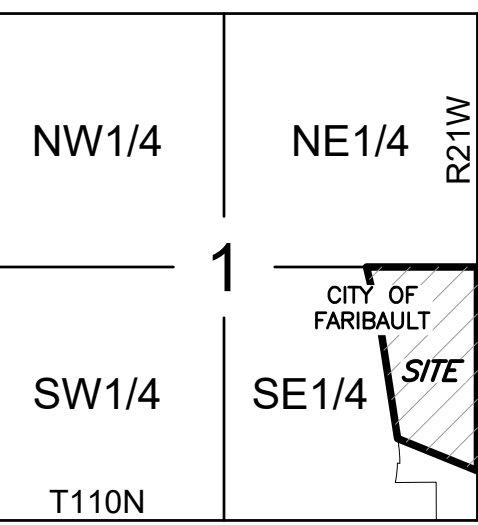
DRAWN BY ANDY MCGOWAN

MET CON BUSINESS PARK FOURTH ADDITION

EXHIBIT A

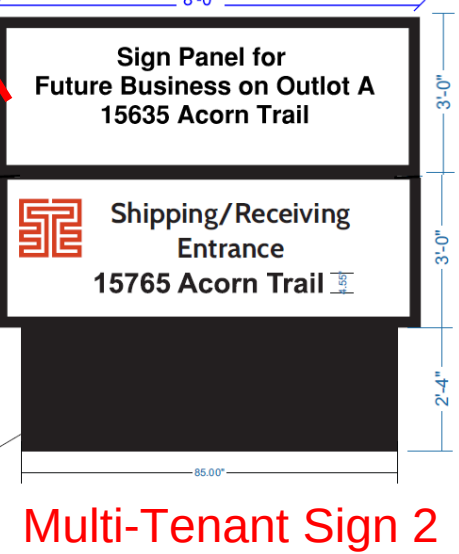


AREA
42.72 ACRES± (1,860,954Ft²)
VICINITY MAP

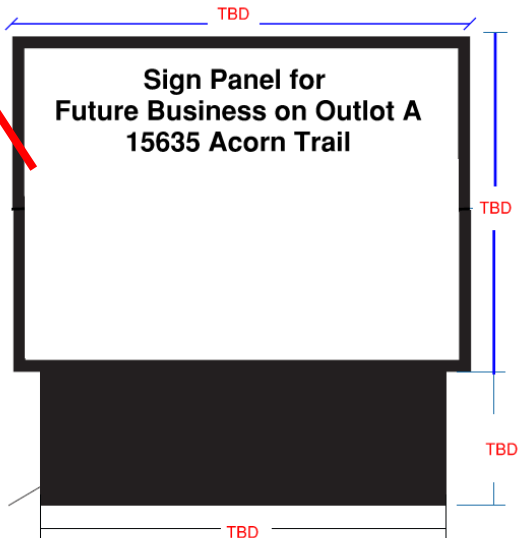


- LEGEND**
- = 5/8 Inch X 16 Inch iron monument (capped 52646)-Placed
 - = Iron monument - Found
 - ⊙ = Subdivision Plat Corner
 - ⊙ = Drainage and Utility Easement
 - M = Measured Bearings & Distance
 - D = Deed Bearings & Distance
 - R = Record Distance

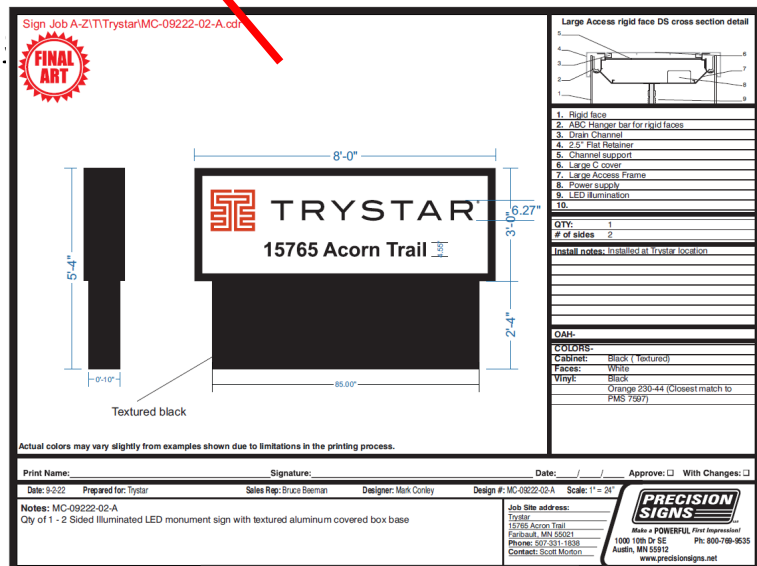
BASIS OF BEARING SYSTEM
All bearings are based upon the MnDot Rice County Coordinate System Nad 83 (11) Harn Adjustment Grid



Multi-Tenant Sign 2



Future Business Sign 3



Trystar Sign 1

- UDO Sec. 9-70 GENERAL SIGN STANDARDS, (H) SIGN BONUS
- (2) An off-premise sign may be allowed within a unified commercial or industrial development provided that the total allowable sign area and number of freestanding signs for all properties within the development is not exceeded.
- (3) In addition to the allowable freestanding signs, properties that have over one-thousand (1,000) lineal feet of street frontage on a single street shall be allowed an additional freestanding sign to be used within that additional one thousand (1,000) lineal feet of street frontage.

MASTER SIGN PLAN

Master Sign Plan - Met Con Business Park Fourth Addition

Sign 1- Existing freestanding business sign for Trystar (or future tenant) located on Lot 1, Blk 1, at 15765 Acorn Trail.

Existing freestanding sign installed by Trystar on Lot 1, Block 1, Met Con Business Park 4th Addition at 15765 Acorn Trail (sign permit approved in 2022)



Master Sign Plan - Met Con Business Park Fourth Addition

Sign 2- freestanding Multi-Tenant sign for future business located on OL A when developed Sign and for Trystar (or its successor) on Lot 1. This sign must meet sign regulations applicable at the time of permit application.

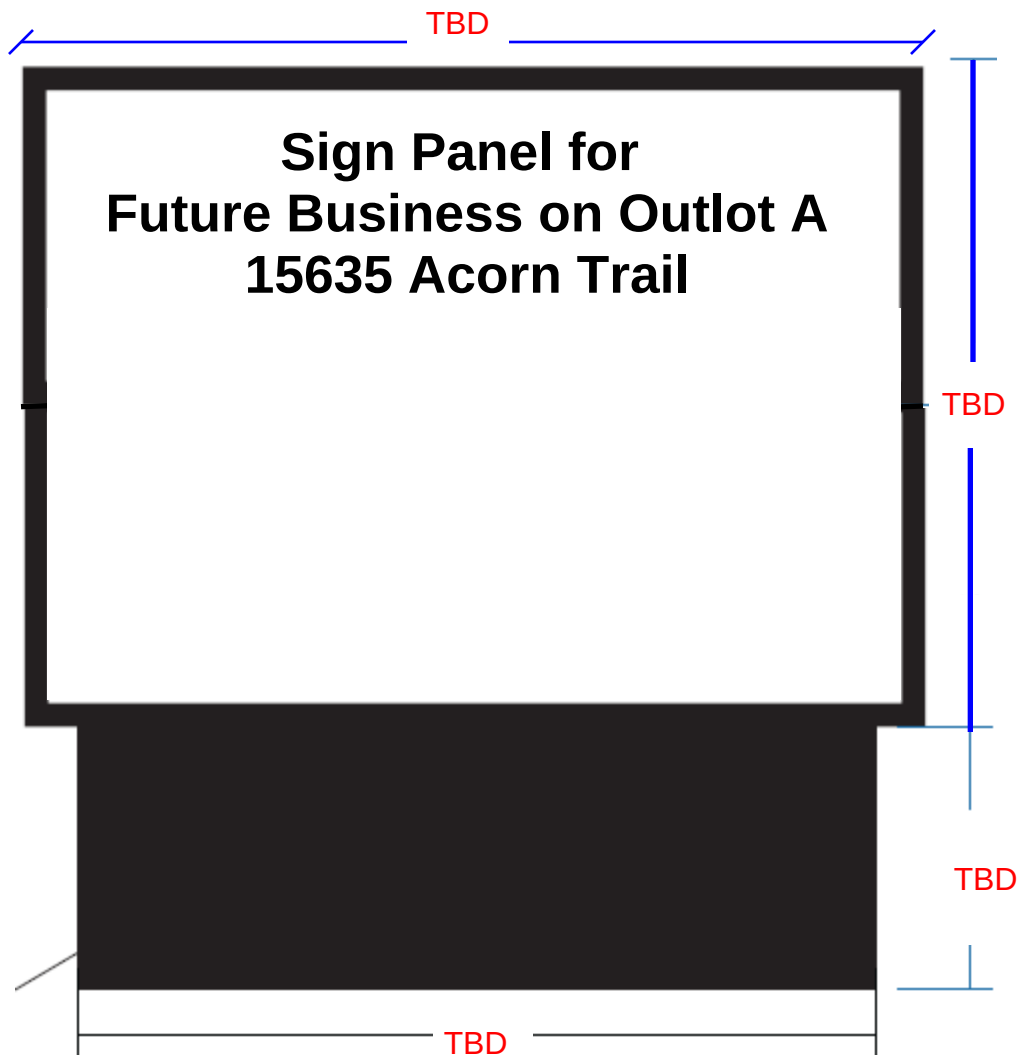
Multi-Tenant entrance sign on Outlot A,
at the north side of the shared
driveway between Lot 1 and OL A of
Met Con Business Park 4th Addition



Master Sign Plan - Met Con Business Park Fourth Addition

Sign 3- freestanding Business sign for future business located on OL A when developed
Sign must meet sign regulations applicable at the time of permit application.

Freestanding sign for a future business on Outlot A, to be located and designed in accordance with sign regulations applicable at the time of sign permit application. OL A of Met Con Business Park 4th Addition





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-096 Approve 2024-2025 Garbage and Refuse Hauler Licenses

Background:

The City Administrator's Office has received applications for the renewal of Garbage and Refuse Hauler Licenses issued in the City. The licenses would be effective from June 1, 2024 to May 31, 2025.

All of the current licensees have submitted their required applications and various licensing forms. All background check information has been submitted to the Police Department for review. All insurance information will be submitted to the City Attorney for review. Truck inspections are currently in process.

Recommendation:

Approve Resolution 2024-096.

Attachments:

1. Resolution 2024-096 Approve 2024-2025 Garbage and Refuse Hauler Licenses

CITY OF FARIBAULT

RESOLUTION #2024-096

APPROVE 2024-2025 GARBAGE AND REFUSE HAULER LICENSES

WHEREAS,

Archambault Bros. Disposal Inc.	LJP Enterprises, LLC
Flom Disposal Inc.	City & Lakes Disposal, Inc.
Waste Management of Southern MN	Green RU, LLC
Curbside Compost Cooperative, Inc.	Rojas All Pros Companies, LLC

have each presented to the City of Faribault Administration Office their applications for renewal of their Garbage/Refuse Hauler Licenses; and

WHEREAS, the companies listed above have paid the proper fees and have submitted the required Certificate of Insurance; provided proof of Certification of Compliance with the Minnesota Workers Compensation Insurance; and provided the necessary Tax Information Form; and

WHEREAS, pending a required background investigation by the Police Department and approval of the Chief of Police and pending a successful vehicle inspection by City Staff;

NOW, THEREFORE BE IT RESOLVED, that the applicants listed above be granted renewals of their Garbage/Refuse Haulers License with the City of Faribault for the term of June 1, 2024 to May 31, 2025.

Date Adopted: May 14, 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: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 14, 2024
SUBJECT: Approve Petition and Waiver Agreement for 1675 Lyndale Avenue North

Background:

Included in the City's 2024 Street Overlay and Sidwalk Project, Contract 2024-02, was improvements to the east frontage road along Lyndale Avenue adjacent to Furlong Motors Direct at 1675 Lyndale Avenue N. These improvements were required as part of the site plan approval for Furlong Motors Direct and the property owner and the City agreed to have the City complete the improvements as part of the City Contract 2024-02 and then assess the property for 100% of the costs of the improvements through a petition and waiver agreement. The attached petition and waiver agreement lays out the terms and parameters for the improvements and is consistent with the City's special assessment policy.

Recommendation:

Approve Petition and Waiver Agreement for 1675 Lyndale Avenue North

Attachments:

1. 2024 Petition and Waiver Agreement - Furlong



PETITION AND WAIVER AGREEMENT

This Agreement made this 22 day of April, 2024, by and between the City of Faribault, a Minnesota municipal corporation ("City") and Thomas K Furlong Trust, a ("Owner").

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 1675 Lyndale Avenue N, Faribault, MN 55021 and is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Owner has requested and the City has agreed to make frontage road improvements as shown and detailed as Area 5 of the City's 2024 Street Overlay and Sidewalk Improvements plans, City Contract 2024-02, on the Property ("Improvements"); and

WHEREAS, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements; and

WHEREAS, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over ten (10) years; and

WHEREAS, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$35,005.50 against the Property as an assessment; and

WHEREAS, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

NOW, THEREFORE, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: frontage road improvements as shown and detailed as Area 5 of the City's 2024 Street Overlay and Sidewalk Improvements plans, City Contract 2024-02.

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$35,005.50. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over ten (10) years. The Owner understands and agrees that the interest rate to be applied to the assessment will be seven (7) percent per annum.

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$35,005.50, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal

reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.



IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER

By: [Signature]

Printed Name: Diane B. Furlong

By: _____

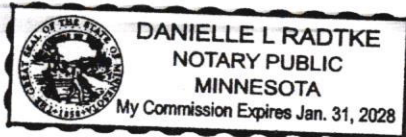
Printed Name: _____

STATE OF MINNESOTA)

COUNTY OF Rice)ss.

The foregoing instrument was acknowledged before me this 22 day of April, 2024, by Diane Furlong, a single person ~~husband and wife~~.

[Signature: Danielle Radtke]
Notary Public



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 _____, 2024, by Kevin F. Voracek and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Property

Parcel ID: 18.25.1.51.001

Address: 1675 Lyndale Avenue N, Faribault, MN 55021

PART 4: LEGACY DRIVE AREA (LEGACY DRIVE FROM EAST END TO 14TH ST. NE, GOLDENRAY DRIVE & GOLDENRAY CIRCLE FROM LEGACY DRIVE TO IVY WAY, POETLER & CORNELIA COURT FROM LEGACY DRIVE TO END)

Line	Number	Description	Unit	Quantity	Engineer's Estimate		Crane Creek Asphalt		Bituminous Materials, LLC		BCH Construction, Inc	
					Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
	64	2021.501/0010	MOBILIZATION	1	\$12,000.00	\$12,000.00	\$11,650.00	\$11,650.00	\$2,600.00	\$2,600.00	\$12,500.00	\$12,500.00
	65	2104.503/00315	REMOVE CURB & GUTTER	700	\$6.50	\$4,550.00	\$6.15	\$4,305.00	\$9.00	\$6,300.00	\$10.00	\$7,000.00
	66	2104.518	REMOVE CONCRETE SIDEWALK	2,000	\$3.00	\$6,000.00	\$1.50	\$3,000.00	\$2.00	\$4,000.00	\$2.50	\$5,000.00
	67	2232.602/TYPE 1	MILL BITUMINOUS SURFACE TYPE 1	8,110	\$2.10	\$17,031.00	\$1.50	\$12,165.00	\$1.48	\$12,002.60	\$1.75	\$14,192.50
	68	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.B)	1,529	\$90.00	\$137,260.00	\$79.25	\$120,856.25	\$63.01	\$126,590.25	\$90.00	\$137,250.00
	69	2360.604	IRREGULAR WIDTH PAVING	1,000	\$22.00	\$22,000.00	\$22.00	\$22,000.00	\$29.79	\$29,790.00	\$40.00	\$40,000.00
	70	2504.602	ADJUST GATE VALVE & BOX	10	\$300.00	\$3,000.00	\$390.00	\$3,900.00	\$325.00	\$3,250.00	\$380.00	\$3,800.00
	71	2506.502/06020/SAN	ADJUST FRAME & RING CASTING SANITARY	22	\$600.00	\$13,200.00	\$1,350.00	\$29,700.00	\$750.00	\$16,500.00	\$1,300.00	\$28,600.00
	72	2506.502/06020/STORM	ADJUST FRAME & RING CASTING STORM	1	\$600.00	\$600.00	\$1,350.00	\$1,350.00	\$550.00	\$550.00	\$1,300.00	\$1,300.00
	73	2506.602	REPAIR DRAINAGE/MANHOLE STRUCTURE	5	\$1,000.00	\$5,000.00	\$1,450.00	\$7,250.00	\$1,400.00	\$7,000.00	\$1,400.00	\$7,000.00
	74	2506.602	CASTING ASSEMBLY SPECIAL	1	\$950.00	\$950.00	\$1,300.00	\$1,300.00	\$750.00	\$750.00	\$900.00	\$900.00
	75	2506.602/06460	REPAIR DRAINAGE STRUCTURE	23	\$1,500.00	\$34,500.00	\$1,450.00	\$33,350.00	\$1,400.00	\$32,200.00	\$1,300.00	\$29,900.00
	76	2521.518/00040	4" CONCRETE WALK	1,500	\$9.00	\$13,500.00	\$10.50	\$15,750.00	\$9.95	\$14,925.00	\$11.00	\$16,500.00
	77	2521.518	6" CONCRETE WALK	500	\$13.00	\$6,500.00	\$15.75	\$7,875.00	\$15.85	\$7,925.00	\$17.00	\$8,500.00
	78	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	700	\$54.00	\$37,800.00	\$59.00	\$41,300.00	\$39.35	\$27,545.00	\$37.00	\$25,900.00
	79	2531.618	TRUNCATED DOKES	120	\$55.00	\$6,600.00	\$65.00	\$7,800.00	\$68.80	\$8,256.00	\$75.00	\$9,000.00
	80	2563.601/00010	TRAFFIC CONTROL	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$1,750.00	\$1,750.00
	81	2573.502/00110	STORM DRAIN INLET PROTECTION	30	\$300.00	\$9,000.00	\$197.00	\$5,910.00	\$225.00	\$6,750.00	\$100.00	\$3,000.00
	82	2573.603	SEEDING (W/ TOPSOIL AND FERTILIZER)	1,400	\$5.00	\$7,000.00	\$3.00	\$4,200.00	\$4.00	\$5,600.00	\$5.50	\$7,700.00
Part Total						\$338,481.00		\$322,361.25		\$315,734.05		\$356,492.50

PART 5: FURLONG MOTORS AREA (FRONTAGE ROAD) FROM 17TH ST. NW TO SOUTH)

Line	Number	Description	Unit	Quantity	Engineer's Estimate		Crane Creek Asphalt		Bituminous Materials, LLC		BCH Construction, Inc	
					Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
	83	2021.501	MOBILIZATION	1	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
	84	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	310	\$5.00	\$1,550.00	\$1.90	\$589.00	\$3.00	\$930.00	\$6.00	\$1,860.00
	85	2104.503	REMOVE CURB & GUTTER	25	\$9.00	\$225.00	\$18.00	\$450.00	\$15.00	\$375.00	\$20.00	\$500.00
	86	2104.504	REMOVE BITUMINOUS PAVEMENT	730	\$10.00	\$7,300.00	\$2.75	\$2,007.50	\$5.50	\$4,015.00	\$7.00	\$5,110.00
	87	2301.503	INTEGRANT CURB DESIGN B6	61	\$35.00	\$2,135.00	\$21.00	\$1,281.00	\$23.25	\$1,418.25	\$40.00	\$2,440.00
	88	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)	55	\$90.00	\$4,950.00	\$92.50	\$5,087.50	\$96.76	\$5,321.60	\$96.00	\$5,280.00
	89	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3.C)	72	\$90.00	\$6,480.00	\$94.75	\$6,821.00	\$96.76	\$6,966.72	\$96.00	\$6,912.00
	90	2531.503	CONCRETE CURB & GUTTER DESIGN B618	189	\$38.00	\$7,182.00	\$35.00	\$6,615.00	\$39.35	\$7,437.15	\$40.00	\$7,560.00
	91	2531.604	6" VALLEY GUTTER	35	\$95.00	\$3,325.00	\$99.50	\$3,482.50	\$42.10	\$1,473.50	\$100.00	\$3,500.00
	92	2531.618	6" CONCRETE PAVEMENT (CURB RADIUS)	315	\$15.00	\$4,725.00	\$12.00	\$3,780.00	\$14.35	\$4,520.25	\$25.00	\$7,875.00
	93	2573.503	SILT FENCE, TYPE MS	235	\$3.00	\$705.00	\$7.00	\$1,645.00	\$4.00	\$940.00	\$4.50	\$1,057.50
Part Total						\$42,077.00		\$30,439.50		\$37,397.67		\$44,594.50

PART 6: WATER TOWER ACCESS ROAD

Line	Number	Description	Unit	Quantity	Engineer's Estimate		Crane Creek Asphalt		Bituminous Materials, LLC		BCM Construction, Inc	
					Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
94	2021.501	MOBILIZATION	LS	1	\$3,500.00	\$3,500.00	\$1,811.52	\$1,811.52	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
95	2104.503	REMOVE CURB & GUTTER	LF	10	\$9.00	\$90.00	\$42.00	\$420.00	\$20.00	\$200.00	\$30.00	\$300.00
96	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	50	\$35.00	\$1,750.00	\$46.00	\$2,300.00	\$35.00	\$1,750.00	\$60.00	\$3,000.00
97	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3C)	TON	50	\$82.00	\$4,600.00	\$92.50	\$4,625.00	\$95.75	\$4,838.00	\$96.00	\$4,800.00
98	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3C)	TON	67	\$100.00	\$6,700.00	\$84.75	\$5,678.25	\$95.95	\$6,428.65	\$96.00	\$6,432.00
99	2511.509	RANDOM RIPRAP CLASS III	TON	23	\$150.00	\$3,450.00	\$74.00	\$1,480.00	\$130.00	\$2,600.00	\$70.00	\$1,400.00
100	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LF	250	\$33.00	\$9,500.00	\$32.00	\$8,000.00	\$36.80	\$9,200.00	\$34.00	\$8,500.00
101	2574.507	COMMON TOPSOIL BORROW	CY	30	\$30.00	\$900.00	\$30.00	\$900.00	\$45.00	\$1,350.00	\$55.00	\$1,650.00
Part Total						\$30,040.00		\$25,214.77		\$30,366.65		\$28,582.00
Base Bid Totals						\$1,098,400.20		\$1,024,281.82		\$1,026,747.67		\$1,183,734.00

Alternate 1

PART 1: PRAIRIE AVENUE AREA STORM SEWER (21ST STREET S.W. FROM 9TH AVENUE S.W. TO PRAIRIE AVENUE, PRAIRIE AVENUE FROM 21ST STREET S.W. TO 17TH STREET S.W.)

Line	Number	Description	Unit	Quantity	Engineer's Estimate		Crane Creek Asphalt		Bituminous Materials, LLC		BCM Construction, Inc	
					Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
102	2502.503	4" PVC PIPE DRAIN	LF	350	\$17.00	\$5,950.00	\$36.00	\$12,600.00	\$11.00	\$3,850.00	\$20.00	\$7,000.00
103	2502.503	6" PERF PVC PIPE DRAIN	LF	5,190	\$35.00	\$181,650.00	\$23.00	\$119,376.00	\$29.00	\$145,320.00	\$31.00	\$160,890.00
104	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	8	\$400.00	\$3,200.00	\$455.00	\$3,640.00	\$500.00	\$4,000.00	\$425.00	\$3,400.00
105	2503.602	6"x4" PVC VWE	EACH	51	\$360.00	\$25,560.00	\$155.00	\$7,905.00	\$285.00	\$14,535.00	\$250.00	\$12,750.00
106	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	36	\$500.00	\$28,800.00	\$650.00	\$23,400.00	\$510.00	\$18,360.00	\$165.00	\$5,940.00
Alternate 1 Totals						\$245,100.00		\$166,915.00		\$186,065.00		\$189,980.00
Base Bid+ Alternate Totals						\$1,343,500.20		\$1,191,196.82		\$1,212,812.67		\$1,373,714.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: May 14, 2024
SUBJECT: Approve Emergency Shelter Agreement between the School District and Mobile Home Parks

Background:

The City of Faribault takes pride in offering a multitude of services to its citizens. Keeping people safe is a priority and is accomplished in many different ways. The Director of Fire and Code Services, who is also the Emergency Manager for the City, is responsible for having plans in place to address natural or man-made disasters.

The State of Minnesota also has rules in place to keep its citizens safe. One such rule states that manufactured home parks with ten or more manufactured homes, licensed prior to March 1, 1988, shall provide a safe place of shelter for park residents or a plan for the evacuation of park residents to a safe place of shelter in an emergency situation.

We have four manufactured home parks in our city. We have a plan which includes a signed agreement with the school district to use schools near manufactured home parks that have places of shelter. The parks themselves are responsible for sharing the plan with their residents. This plan is signed for a two-year time period but is revisited annually by the Director of Fire and Code Services, manufactured home park representatives and a representative of the school district.

Recommendation:

Approve Agreements between School District 656 and Manufactured Home Parks

Attachments:

1. Signed Agreement between School District and Mobile Home Parks
2. Letter of Understanding - Knollwood Court
3. Letter of Understanding - Sunrise Mobile Home Park
4. Letter of Understanding - Cannon River Park
5. Letter of Understanding - Evergreen Estates

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 3rd day of April, 2024, by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 710 17th St SW, Faribault, Minnesota 55021-0618, and Knollwood Court Mobile Home Park (hereinafter "Park"), whose address is 1920 2nd St NW #102, Faribault MN 55021.

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use the High School as a temporary emergency shelter, provided that such use of the facility does not interfere with the educational functions of the District.
2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.
3. School District shall provide a key to the above-noted facility to Park. Said key shall not be duplicated by Park.
4. Park shall assure that the designated representatives and only the designated representatives have possession of the key to the facility so that the facility can be opened if an emergency situation occurs at a time when the facility is locked. The Park designated representative will not leave the above facility until a custodian arrives to check the condition of the building. The District will provide the Park with a list and phone numbers for the custodian on call.
5. Park agrees to use ordinary and reasonable care in use of the facility for purposes contemplated by this Agreement. Park shall reimburse School District for any material, supplies, or equipment used by Park or park residents pursuant to this Agreement.

6. Park shall be responsible for all facility maintenance and personnel costs incurred by School District as a result of use of the facility under this Agreement. Park shall also be responsible for any property damage that results from use of the facility under this Agreement, or results from unauthorized access, through use of facility keys, during nonemergency times.

7. Park shall defend, indemnify and hold School District harmless from any claims, losses, or damages resulting from or relating in any way to use of the facility under this Agreement.

8. Park shall obtain and maintain during the term of this Agreement public liability and property damage insurance policies with limits of no less than 1,000,000 per occurrence covering the uses contemplated by this Agreement. School District shall be named as an additional insured, and shall be provided a certificate of insurance prior to the effective date of this Agreement.

9. This Agreement shall be approved in writing by the Fire Chief/Emergency Manager for the City of Faribault prior to its becoming effective.

10. This Agreement shall be effective for a period of 2 years from the aforementioned date. School District shall have the right to cancel the Agreement at any time by providing Park thirty (30) days written notice of cancellation. In the event of cancellation, Park shall return all School District keys, and other equipment to School District.

INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By Casie Steeves 4/8/24
Its School Board Clerk Signature / date

Casie Steeves

School Board Clerk Print Name

By Correen Bronstad 4/2/24
Its Knollwood Court Park Manager Signature / date

Correen Bronstad

Knollwood Court Park Manager Print Name

By _____
Its Director of Fire & Code Services Signature / date

Dustin Dienst

Fire Chief/Emergency Manager Print Name

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 3rd day of April, 2024, by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 710 17th St SW , Faribault, Minnesota 55021-0618, and Cannon River Mobile Home Park (hereinafter "Park"), whose address is 1407 Hulett Avenue, Faribault MN 55021.

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use Lincoln Elementary School as a temporary emergency schedule, provided that such use of the facility does not interfere with the educational functions of the District.
2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.
3. School District shall provide two keys to the above-noted facility to Park. Said keys shall not be duplicated by Park.
4. Park shall assure that the designated representatives and only the designated representatives have possession of the keys to the facility so that the facility can be opened if an emergency situation occurs at a time when the facility is locked. The Park designated representative will not leave the above facility until a custodian arrives to check the condition of the building. The District will provide the Park with a list and phone numbers for the custodian on call.
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INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By Cassie Steeves 4/18/24
Its School Board Clerk Signature / date

Cassie Steeves
School Board Clerk Print Name

By Julie Trnka 3/18/24
Its Cannon River Park Manager Signature / date

Julie Trnka
Cannon River Park Manager Print Name

By _____
Its Director of Fire & Code Services Signature / date

Dustin Dienst
Fire Chief/Emergency Manager Print Name

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 3rd day of April, 2024 by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 710 17th St SW, Faribault, Minnesota 55021-0618, and Sunrise Mobile Home Park (hereinafter "Park"), whose address is 1155 Willow St, #26N, Faribault MN 55021.

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use the Middle School as a temporary emergency shelter, provided that such use of the facility does not interfere with the educational functions of the District.
2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.
3. School District shall provide two keys to the above-noted facility to Park. Said keys shall not be duplicated by Park.
4. Park shall assure that the designated representatives and only the designated representatives have possession of the keys to the facility so that the facility can be opened if an emergency situation occurs at a time when the facility is locked. The Park designated representative will not leave the above facility until a custodian arrives to check the condition of the building. The District will provide the Park with a list and phone numbers for the custodian on call.
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INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By  4/18/24
Its School Board Clerk Signature / date

Casie Steeves
School Board Clerk Print Name

By  4/2/24
Its Sunrise Mobile Park Manager Signature / date

Irene Helgeson
Sunrise Mobile Park Manager Print Name

By _____
Its Director of Fire & Code Services Signature / date

Dustin Dienst
Fire Chief/Emergency Manager Print Name

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 3rd day of April, 2024, by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 710 17th St SW, Faribault, Minnesota 55021-0618, and Evergreen Estates Mobile Home Park (hereinafter "Park"), whose address is 415 Western Avenue #38, Faribault MN 55021.

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use the High School as a temporary emergency schedule, provided that such use of the facility does not interfere with the educational functions of the District.

2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.

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INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By Casie Steeves 4/11/24
Its School Board Clerk Signature / date

Casie Steeves
School Board Clerk Print Name

By Marilyn Deveraux 4/2nd April 2024
Its Evergreen Estates Park Manager Signature / date

Marilyn Deveraux
Evergreen Estates Park Manager Print Name

By _____
Its Director of Fire & Code Services Signature / date

Dustin Dienst
Fire Chief/Emergency Manager Print Name



TO: Coreen Bronstad, Knollwood Mobile Home Park
FROM: Dustin Dienst, Fire Chief
DATE: April 2, 2024
SUBJECT: Shelter Requirements

These are the requirements you must meet for approval of your plan:

- 1) You must provide a letter to all tenants in your park, dated this year, which informs them that your park has a designated shelter for severe weather.
- 2) Every manufactured home must receive a copy of the location and map indicating where the shelter is located in the school.
- 3) The letter, all handouts and instructions on the map for the park must be in the language spoken by the tenant.
- 4) Sign the document provided that indicates you complied with the requirements listed above.
- 5) All tenants must be notified in the language that they speak that the city will be participating in a statewide Tornado Drill on **Thursday, April 11, 2024 at 1:45 PM and 6:45 PM**. The tenants should be encouraged to practice their emergency plan when the sirens are activated, drive to their assigned school and check which door is assigned as their entrance to your shelter area.
- 6) All tenants assigned the responsibility of opening the assigned schools must be trained on their job responsibilities. A form has been provided that must be signed by the park manager and tenant indicating that they have received and understand their responsibilities. The City must get the original document.

Knollwood Court Mobile Home Park

LETTER OF UNDERSTANDING

This letter is to inform the City of Faribault and the Knollwood Mobile Home Park that I am enrolled in the Everbridge Emergency Notification system and understand my job responsibility for opening the Faribault High School assigned as the shelter for the Knollwood Mobile Home Park.

Correen Bronstad + Dave Kanow
(Name of person who was trained)

Knollwood Court MHP
(Name of Park Manager)

previously completed
(Date of Training)

**(MAKE AN ORIGINAL FOR EACH PERSON RESPONSIBLE FOR
OPENING A SHELTER AND HAVE THEM SIGN.)**

Knollwood Mobile Home Park

LETTER OF UNDERSTANDING

This letter is to inform the City of Faribault that I provided a copy of the severe weather shelter plan and map to each manufactured home in the Knollwood Mobile Home Park. If the person's primary language is not English, the information should be provided in their primary language.

Careen Bronstad
(Name of Manager)

4/2/24
Date

Knollwood Court
1920 2nd Street NW #102
Faribault, MN 55021
507.334.5194

Severe Weather Plan

April 8th, 2024

The Severe Weather Emergency Plan for Knollwood residents as outlined by the City of Faribault shelter requirements is for everybody to seek shelter at the Faribault High School (Door #9) when the National Weather Service issues the Emergency Warning Sirens during severe weather.

STATEWIDE DRILL: Thursday, April 11th, 2024 at 1:45p & 6:45p

(Practice your plan and come to the shelter)

See back for map of Faribault High School (Door #9)

Plan Climático Severo

Para el tiempo severo clima ve a la Faribault High School (Puerta #9). El servicio meteorológico nacional sonará las sirenas durante tiempo severo.

TALADRO ESTATAL: Jueves, 11 de abril de 2024 a las 1:45 p y a las 6:45 p
(Practica tu plan y ven al refugio)

Ver el otro lado del papel para el mapa de la escuela (Puerta #9)

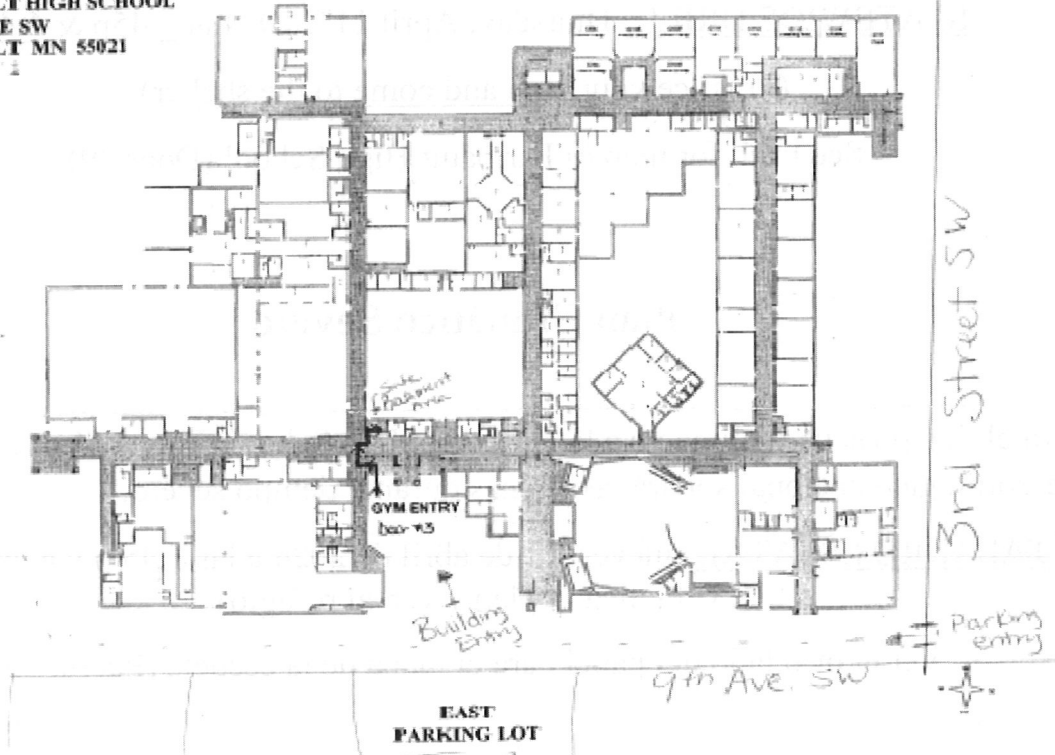
Thank you!

Knollwood MHP Management

**Knollwood Court
Mobile Home Park**



**FARIBAULT HIGH SCHOOL
330 9TH AVE SW
FARIBAULT MN 55021**





TO: Irene Helgeson, Sunrise Mobile Home Park
FROM: Dustin Dienst, Fire Chief
DATE: April 2, 2024
SUBJECT: Shelter Requirements

These are the requirements you must meet for approval of your plan:

- 1) You must provide a letter to all tenants in your park, dated this year, which informs them that your park has a designated shelter for severe weather.
- 2) Every manufactured home must receive a copy of the location and map indicating where the shelter is located in the school.
- 3) The letter, all handouts and instructions on the map for the park must be in the language spoken by the tenant.
- 4) Sign the document provided that indicates you complied with the requirements listed above.
- 5) All tenants must be notified in the language that they speak that the city will be participating in a statewide Tornado Drill on **Thursday, April 11, 2024 at 1:45 PM and 6:45 PM**. The tenants should be encouraged to practice their emergency plan when the sirens are activated, drive to their assigned school and check which door is assigned as their entrance to your shelter area.
- 6) All tenants assigned the responsibility of opening the assigned schools must be trained on their job responsibilities. A form has been provided that must be signed by the park manager and tenant indicating that they have received and understand their responsibilities. The City must get the original document.

Sunrise Mobile Home Park

LETTER OF UNDERSTANDING

This letter is to inform the City of Faribault and the Sunrise Mobile Home Park that I am enrolled in the Everbridge Emergency Notification system and understand my job responsibility for opening the Faribault Middle School as the shelter for the Sunrise Mobile Home Park.

Glen Blenway

(Name of person who was trained)

Irene Halgeson

(Name of Park Manager)

4/2/24

(Date of Training)

**(MAKE AN ORIGINAL FOR EACH PERSON RESPONSIBLE FOR
OPENING A SHELTER AND HAVE THEM SIGN.)**

Sunrise Mobile Home Park

LETTER OF UNDERSTANDING

This letter is to inform the City of Faribault that I provided a copy of the severe weather shelter plan and map to each manufactured home in the Sunrise Mobile Home Park. If the person's primary language is not English, the information should be provided in their primary language.

Irene Helgeson
(Name of Manager)

4/2/24
Date

4-2-24

Attention Sunrise Tenants:

On Thursday April 11th there will be a Tornado Drill at 6:45pm. At this time, I would like everyone to practice where you go. For the park we go to the Middle School. Please follow the map on back of this letter it will take you to the back side of school where Glenn will be to show you where we go in if there is Serve Weather in the future. Please go to the City of Faribault web page to sign up for Everbridge or get form from me for notifications on serve weather.

Thank you

Manager

Atencion Amanecer Inquilinos:

El Jueves Abril 11th habra un Tornado Drill a las 6:45pm. A esta hora me gustaria que todos practica a donde ir. Para el pargue nosotros ir al Middle School. Por favor seguir el mapa en espalda de esta carta eso los llevara a la Parte de atras del middle school donde yo mismo O Glenn les enseñaremos a donde ir en caso de tormentas peligrosas. Tambien porfavor vauan a la pagina wed de la ciudad de Faribault para encribirse para recibir notificaciones cuando hay clima severa.

Gracias

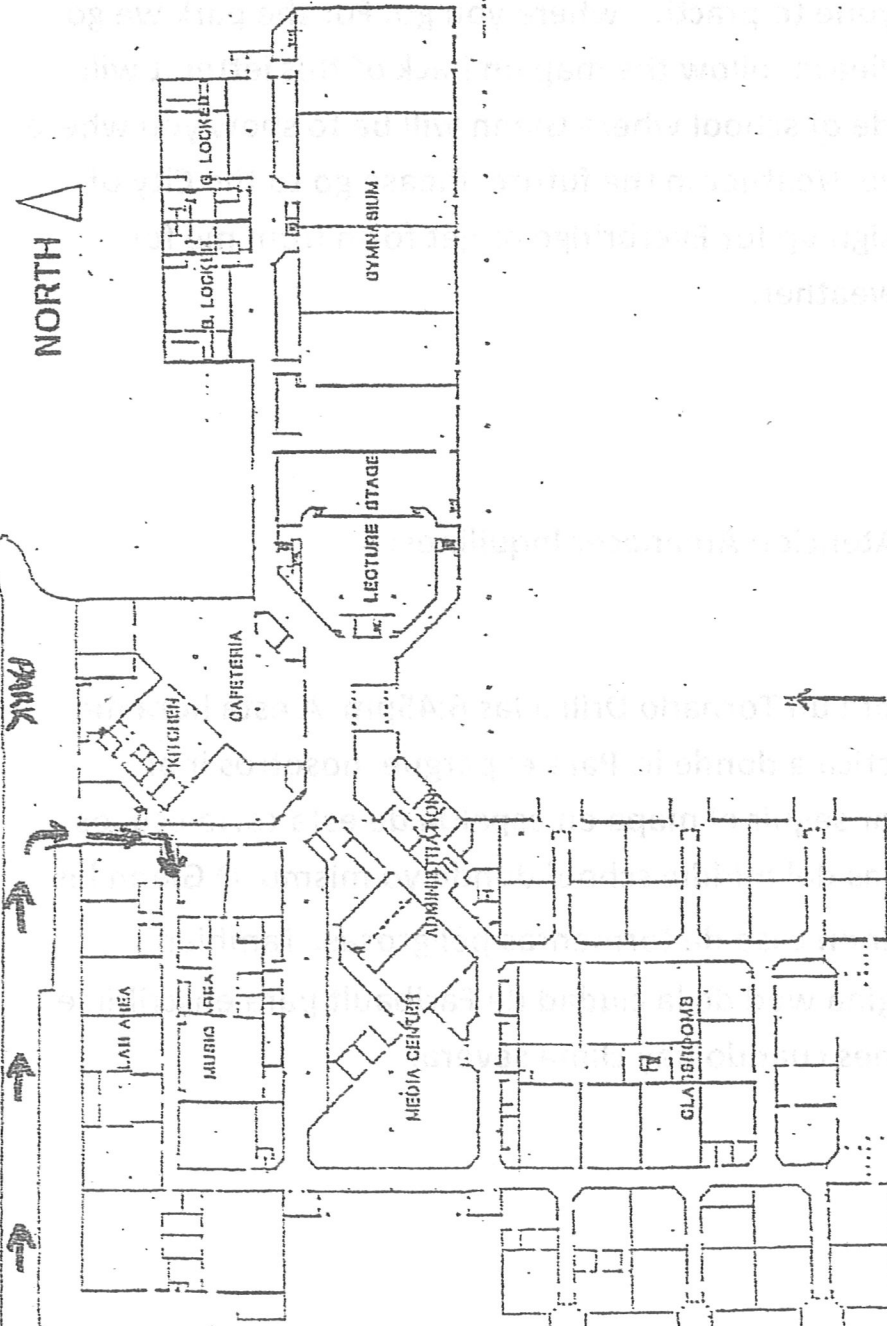
Gerente

SUNRISE MOBILEHOME PARK

WILLOW STREET →

NORTH ▲

*** Use door #18 to enter school back side of building ***



FARIBAULT MIDDLE SCHOOL, FARIBAULT, MN

17TH STREET S.W.



Cannon River Park

Manufactured Home Community

1503 Hulett Ave
Faribault, MN 55021
(507) 332-7132
cell (507) 412-1749
cannon.river.park@gmail.com

LETTER OF UNDERSTANDING

This letter is to inform the City of Faribault that I provided a copy of the severe weather shelter plan and map to each manufactured home in Cannon River Mobile Home Park.

The information I submitted is included. It is in both English and in Spanish.

Julie Trnka
Cannon River Park
Manager

Date

NEW MAP New Door New Area
 NUEVO MAPA NUEVA Puerta NUEVA ÁREA

Hulett Ave



	Lincoln Elementary	Date
	Exterior Door Numbers	2/11/2019



7th Street NW

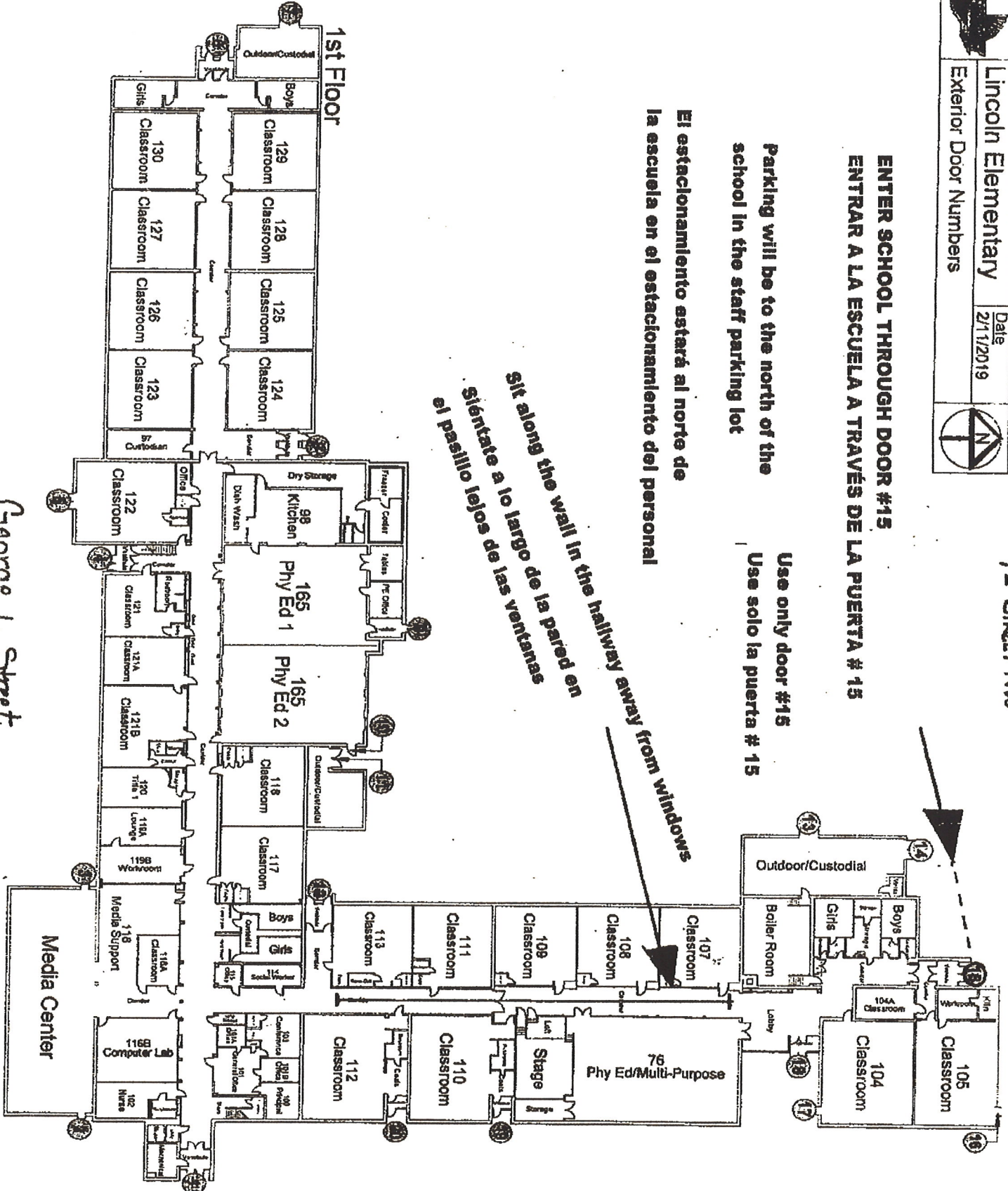
ENTER SCHOOL THROUGH DOOR #15
ENTRAR A LA ESCUELA A TRAVÉS DE LA PUERTA # 15

Parking will be to the north of the school in the staff parking lot

El estacionamiento estará al norte de la escuela en el estacionamiento del personal

Sit along the wall in the hallway away from windows
 Siéntate a lo largo de la pared en el pasillo lejos de las ventanas

Use only door #15
 Use solo la puerta # 15



TORNADO WARNING INFORMATION

The following information is offered as a guideline for your safety during a tornado warning. It is our responsibility to make sure that you have a plan to follow for all types of severe weather. **HOWEVER, it is YOUR RESPONSIBILITY** to ensure that you-family understands **YOUR emergency actions**. Sign up for Everbridge Citizen Alert for local weather and emergency information. When any type of severe weather is forming, you should do the following:

1. When any type of severe weather is forming, be prepared to evacuate immediately if necessary and follow your families emergency plan.

2. When any type of severe weather is forming, you should have a plan for your family to use if you need to go to the designated shelter. You may choose to find your own shelter area or use the Lincoln Elementary School which is our designated shelter area and will be opened when we have TORNADO WARNINGS.

WITH WARNING

WHEN THE EMERGENCY WARNING SIRENS ARE ACTIVATED, that is your indication to check the Everbridge Citizen Alert message on your phone. If you are informed that there is a TORNADO WARNING ONLY, you should go to Lincoln School located at 610 Lincoln Ave. GO TO THE SCHOOL AND PROCEED TO THE DOOR THAT IS INDICATED ON THE MAP! SEE THE MAP ON THE REVERSED SIDE OF THIS PAPER FOR THE DESIGNATED SHELTER AREA IN THE SCHOOL. There will be only one door that will be opened. You must use that door!

WITHOUT WARNING

If you can't get to the shelter area, DO NOT TRY TO OUTRUN THE TORNADO. Get out! Even if your home is tied down you are probably safer outside than if the only alternative is to seek shelter out in the open. Most tornadoes can destroy even tied down mobile homes, and it is best not to play the low odds that yours will make it. If your community has a tornado shelter go there fast. If there is a sturdy permanent building within easy running distance seek shelter there. Otherwise lie flat on low ground away from your home protecting your head. If possible use open ground away from trees and cars which can be blown onto you.

REMEMBER: THE SCHOOL WILL ONLY BE OPEN DURING A TORNADO WARNING. PLEASE FOLLOW THE LEAD OF THE PEOPLE IN CHARGE OF OPENING THE SCHOOL FOR MAXIMUM SAFETY. DUE TO SAFETY REASONS NO PETS WILL BE ALLOWED ENTRANCE INTO THE SCHOOL.

INFORMACIÓN DE ADVERTENCIA DE TORNADO

La siguiente información le ofrece como una guía para su seguridad durante una advertencia de tornado: Es nuestra responsabilidad asegurarnos de que tengan un plan a seguir para todo tipo de clima severo, SIN EMBARGO, es SU RESPONSABILIDAD asegurarse de que su familia comprenda SUS acciones de emergencia. Regístrese en Everbridge Citizen Alert para obtener información meteorológica y de emergencia local. Cuando se esté formando cualquier tipo de clima severo, debe hacer lo siguiente:

1. Cuando se esté formando cualquier tipo de clima severo, prepárese para evacuar de inmediato si es necesario y siga el plan de emergencia de su familia.

2. Cuando se está formando cualquier tipo de clima severo, debe tener un plan para que su familia lo use si necesita ir al refugio designado. Puede elegir encontrar su propia área de refugio o usar la Escuela Primaria Lincoln, que es nuestra área de refugio designada y se abrirá cuando tengamos ADVERTENCIAS DE TORNADO.

Con advertencia

CUANDO SE ACTIVAN LAS SIRENAS DE ADVERTENCIA DE EMERGENCIA, esa es su indicación para verificar el mensaje de alerta ciudadana de Everbridge en su teléfono. Si se le informa que SOLO hay una ADVERTENCIA DE TORNADO, debe ir a la Escuela Lincoln ubicada en 610 Lincoln Ave. VAYA A LA ESCUELA Y PROCEDA A LA PUERTA QUE SE INDICA EN EL MAPA! VEA EL MAPA EN EL LADO REVERSO DE ESTE DOCUMENTO PARA EL ÁREA DE REFUGIO DESIGNADA EN LA ESCUELA. Solo habrá una puerta que se abrirá. ¡Debes usar esa puerta!

SIN PREVIO AVISO

Si no puede llegar al área de refugio, NO INTENTE SUPERAR EL TORNADO. ¡Sal! Incluso si su casa está atada es probable que esté más seguro afuera incluso si la única alternativa es buscar refugio al aire libre. La mayoría de los tornados pueden destruir incluso las casas móviles atadas, y es mejor no jugar las bajas probabilidades de que el tuyo lo logre. Si su comunidad tiene un refugio para tornados vaya allí rápidamente. Si hay un edificio sólido y permanentemente a poca distancia busque refugio allí. De lo contrario:

RECUERDE: LA ESCUELA SOLO SE ABRIRÁ DURANTE UNA ADVERTENCIA DE TORNADO. POR FAVOR SIGA LA DIRECCIÓN DE LAS PERSONAS A CARGO DE ABRIR LA ESCUELA POR LA MÁXIMA SEGURIDAD. POR MOTIVOS DE SEGURIDAD NO SE ADMITEN MASCOTAS ENTRADAS EN LA ESCUELA.



TO: Marilyn Deveraux, Evergreen Estates

FROM: Dustin Dienst, Fire Chief

DATE: April 2, 2024

SUBJECT: Shelter Requirements

These are the requirements you must meet for approval of your plan:

- 1) You must provide a letter to all tenants in your park, dated this year, which informs them that your park has a designated shelter for severe weather.
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Evergreen Estates

LETTER OF UNDERSTANDING

This letter is to inform the City of Faribault and Evergreen Estates that I am enrolled in the Everbridge Emergency Notification system and understand my job responsibility for opening Faribault High School as the shelter for Evergreen Estates.

Oscar Damion Limon
(Name of person who was trained)

Marilyn Devereaux
(Name of Park Manager)

April 8th 2024
(Date of Training)

**(MAKE AN ORIGINAL FOR EACH PERSON RESPONSIBLE FOR
OPENING A SHELTER AND HAVE THEM SIGN.)**

Evergreen Estates

LETTER OF UNDERSTANDING

This letter is to inform the City of Faribault that I provided a copy of the severe weather shelter plan and map to each manufactured home in Evergreen Estates. If the person's primary language is not English, the information should be provided in their primary language.

Marilyn Devereaux

(Name of Manager)

April 8th 2024

Date



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 14, 2024
SUBJECT: Approve CIP Purchase - Indoor Pool Blanket

Background:

The 2024 CIP has \$10,000 budgeted to purchase a new piece of equipment for the fitness room. However, in February, the pool blanket tore, and we have not been able to repair it. The pool blanket is vital as it saves funds by not allowing evaporation of water, heat and chemicals. With the budgeted funds, we would like to replace the pool blanket rather than replace a piece of fitness room equipment. We anticipate we will be able to keep the fitness room equipment operable until 2025.

A quote was solicited from Alta Enterprises for a pool blanket. The quote received was for \$9,745.00. This is the company that the rollers and controllers were purchased from originally. Any other brand of blanket would require some replacement of the rollers or controllers at a higher cost. Staff will be able to install the blanket when it arrives.

Recommendation:

Approve the quote from Alta Enterprises for \$9,745.00 for replacement of the indoor pool blanket using funds originally budgeted for replacing fitness equipment.

Attachments:

1. Alta Quote



ESTIMATE

Page: 1
JAKE.GODINEZ

ALTA Enterprises, Inc.

7100 Spectrum Lane
Missoula, MT 59808
Tel 800.624.1235
Fax 406.542.1158

ORDER NUMBER: 0265732

ORDER DATE: 3/21/2024

EXPIRATION DATE: 4/20/2024

SALESPERSON: 0080

DIRECT LINE:

CUSTOMER NO: 80-0008968

SOLD TO:

City of Faribault Parks & Rec

15 West Division St
Attn: Kevin O'Brien
Faribault, MN 55021

SHIP TO:

City of Faribault Parks & Rec

15 West Division St
Attn: Kevin O'Brien
Faribault, MN 55021

CONFIRM TO: PH:
FAX:

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS	SD
	24 HR NOTICE		No Terms/Prepay	03/21/2024

ITEM NUMBER\ALIAS	Quote #	Warranty Code	UM	ORDERED	PRICE	AMT
175525 ALTA WELDED COVER			EA	1.000	7,305.00	7,305.00
175993 STRAP KIT-REEL END 2"			EA	2.000	190.00	380.00
175995 STRAP KIT-DEPLOYER END 1"			EA	2.000	130.00	260.00

EST. SHIPPING AND HANDLING \$1800

Customer to self install.

Prices are good for 30 days from date of quote. Alta Enterprises represents that the Estimate, Specifications and Drawings conform, in good faith, to the applicable health, safety and building codes provided to Alta Enterprises. You are responsible for ensuring that the product meets all applicable codes.

****WE WILL NOT ACCEPT ANY CANCELLATIONS AFTER A PERIOD OF 24 HOURS FROM ORDER DATE.**

**** Custom items are subject to change upon final development before production.**

**** All orders are subject to Alta Enterprises terms and conditions.**

******All work will be completed by a factory trained Alta technician******



ESTIMATE

Page: 2
JAke.Godinez

ALTA Enterprises, Inc.

7100 Spectrum Lane
Missoula, MT 59808
Tel 800.624.1235
Fax 406.542.1158

ORDER NUMBER: 0265732

ORDER DATE: 3/21/2024

EXPIRATION DATE: 4/20/2024

SALESPERSON: 0080

DIRECT LINE:

CUSTOMER NO: 80-0008968

SOLD TO:

City of Faribault Parks & Rec
15 West Division St
Attn: Kevin O'Brien
Faribault, MN 55021

SHIP TO:

City of Faribault Parks & Rec
15 West Division St
Attn: Kevin O'Brien
Faribault, MN 55021

CONFIRM TO: PH:
FAX:

CUSTOMER P.O.	SHIP VIA 24 HR NOTICE	F.O.B.	TERMS No Terms/Prepay	SD 03/21/2024	
ITEM NUMBER\ALIAS	Quote #	Warranty Code UM	ORDERED	PRICE	AMT

Accepted by _____ [signature] on _____ [date].

Prices are good for 60 days from date of quote. Alta Enterprises represents that the Estimate, Specifications and Drawings conform, in good faith, to the applicable health, safety and building codes provided to Alta Enterprises. You are responsible for ensuring that the product meets all applicable codes.

Net Order:	7,945.00
Shipping and Handling:	1,800.00
Sales Tax:	0.00
Order Total:	\$9,745.00

Quoted in US Dollars

WE WILL NOT ACCEPT ANY CANCELLATIONS AFTER A PERIOD OF 24 HOURS FROM ORDER DATE.

DUE TO MARKET CONDITIONS QUOTES ARE VALID FOR 30 DAYS

** Custom items are subject to change upon final development before production.

** All orders are subject to Alta Enterprises terms and conditions.

"Be aware! Cyber crime is on the rise. Fraudsters are using phishing and spoofing email schemes as a ploy to redirect electronic payments into the fraudster's accounts rather than the intended payee. Spectrum Aquatics will never send an email to change Wire or ACH instructions. If you receive any correspondence that appears to be from our company and announces a change in bank details, please contact us before you pay."



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-098 Approve Hiring Heavy Equipment Operator

Background:

Due to a retirement, there is a need to hire a Heavy Equipment Operator. The position was posted from April 19, 2024 to April 25, 2024.

Nine applications were reviewed and scored. Three internal applicants were interviewed. The interview panel consisted of Public Works Admin personnel and Human Resources. From those interviews, Todd Glende was selected as the recommendation for hire.

Resolution 2024-098 recommends the hiring of Todd Glende. Todd will be hired at grade H-1 step 10, as per the Local 70 CBA 2022-2024.

Recommendation:

Approve resolution 2024-098, approving the hiring of Todd Glende as Heavy Equipment Operator.

Attachments:

1. Resolution 2024-098 Approve Hiring Heavy Equipment Operator

CITY OF FARIBAULT

RESOLUTION #2024-098

APPROVE HIRING HEAVY EQUIPMENT OPERATOR

WHEREAS, the City of Faribault (the "City") presently has a vacant Heavy Equipment Operator position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Heavy Equipment Operator position with the City; and

WHEREAS, the City Council desires to fill the vacant Heavy Equipment Operator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Todd Glende be extended an offer of employment to fill the vacant Heavy Equipment Operator position.

Date Adopted: May 14, 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: Kevin Bushard, Human Resources Director
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-099 Approve Hiring Senior Accountant

Background:

Due to a promotion, there is a need to hire a Senior Accountant position. The position was posted from January 22, 2024 to April 26, 2024.

Nineteen applications were reviewed and scored. From that review, one applicant was selected for an interview. The interview panel consisted of Finance Admin personnel. The panel selected Amy Stadler for recommendation for hire.

Resolution 2024-099 recommends the hiring of Amy Stadler. Amy will be hired at grade J step 2 as per the Amended Non-Union Compensation Plan 2022-2024.

Recommendation:

Approve resolution 2024-099, approving the hiring of Amy Stadler as Senior Accountant.

Attachments:

1. Resolution 2024-099 Approve Hiring Senior Accountant

CITY OF FARIBAULT

RESOLUTION #2024-099

APPROVE HIRING SENIOR ACCOUNTANT

WHEREAS, the City of Faribault (the "City") presently has a vacant Senior Accountant position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Senior Accountant position with the City; and

WHEREAS, the City Council desires to fill the vacant Senior Accountant position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Amy Stadler be extended an offer of employment to fill the vacant Senior Accountant position.

Date Adopted: May 14, 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: Brad Phenow, Communications Manager
MEETING DATE: May 14, 2024
SUBJECT: Approve Software and Services Agreement with Polco for Community and Employee Survey

Background:

At the 2023 Council Retreat, City staff presented the idea of conducting a community survey to allow residents the opportunity to rate the quality of life in the City of Faribault, as well as the quality of service delivery and overall workings of local government. City staff has since researched various platforms in which surveys could be conducted, and ultimately decided to move forward with Polco, which offers its National Community Survey. This survey provides a comprehensive and accurate picture of livability and resident perspectives about local government services, policies and management. By using Polco, we're be able to compare our data with communities of similar characteristics both within Minnesota and beyond. Additionally, Polco offers its National Employee Survey, which gathers the opinions of employees regarding their satisfaction on the job and other key characteristics of a quality work environment.

Attached is the Software and Services Agreement. The 2024 approved budget has \$50,000 to conduct the survey in 2024, and following the 2024 City Council Retreat where we brainstormed additional custom questions to be added, staff is prepared to move forward with Polco to conduct both surveys in the amount of \$41,800.

As noted at the 2024 Retreat, there's also an opportunity to recapture some of the funds through the Minnesota Local Performance Measurement Program, which was created to support counties and cities in their efforts to continuously improve service delivery and to encourage collaboration and communication with its citizens. A county or city that elects to participate in the standard measures/performance measurement program is eligible for a reimbursement of \$0.14 per capita, not to exceed \$25,000. However, those funds would not be available until 2025 because the City would need to document the actual results prior to July 1 of the calendar year, which is not feasible in 2024.

Recommendation:

Approve Software and Services Agreement with Polco for Community and Employee Survey

Attachments:

1. Polco Software and Services Agreement for Faribault, MN 2024

Policy Confluence, Inc.
Subscription and Support Agreement

THIS POLCO SUBSCRIPTION AND SUPPORT AGREEMENT (the “Order Form”) is entered into and made effective as of **May 20, 2024** (“Effective Date”) by and between Policy Confluence, Inc., a Delaware corporation (“Polco” or “Company”), and **Customer Name**, (“Customer” “you” or “your”). Policy Confluence, Inc. and Customer may be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

Agreement

This is a binding agreement by Customer to purchase a Polco Subscription as set forth in the table below and further defined in this agreement.. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the “Enterprise Terms” found at (<https://info.polco.us/enterprise-terms>) and the Website Terms of Use (the “Website Terms” found at <https://info.polco.us/eula>) (each a “Supplement,” and collectively with this Order Form, the “Agreement”).

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information	
Customer Name:	City of Faribault
Address:	208 First Ave., NW Faribault, MN 55021
Contact:	Brad Phenow Communications Manager
Phone:	507-384-0516
E-mail:	bphenow@ci.faribault.mn.us
Billing Information	
Billing Contact:	Brad Phenow Communications Manager
Phone:	507-384-0516
E-mail:	bphenow@ci.faribault.mn.us

Training and Support

Your subscription includes access to the Polco Modules and Support as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy

You acknowledge that you have read and understand Polco's Privacy Policy (the "Privacy Policy" found at <https://info.polco.us/privacy>).

Subscription Terms (Duration)

This Subscription shall be in effect for a term of 24 months from the Start Date and the renewal dates are outlined below. Prices are guaranteed for the length of the Agreement.

This Subscription will renew at the end of the Initial Term for a duration of 24 months and shall continue to do so unless or until you provide written notice of non-renewal at least thirty (30) days prior to the expiration of the Agreement Term. You will be notified at least sixty (60) calendar days prior to the Subscription Renewal Date to provide positive consent for the renewal.

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Subscription Term, and the applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not exceed 7% per Renewed Agreement Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

	Start Date	End Date	Period	Renewal Date	Renewal Notification
Subscription Term	05/20/2024	05/19/2026	24 months	05/20/2026	Notification of renewal terms at least sixty (60) calendar days prior to the Subscription Renewal Date

Remainder of page intentionally left blank.

Subscription Fees

The Fees for the 24 month subscription term covered by this Agreement are outlined below.

Your Polco Plan (24 Month Term)			
Polco Modules			
✓	Track		
✓	Overview Dashboard		Included
	Economy Domain		
	Safety Domain		
	Land Use Domain		
	Community Connectedness Domain		
✓	Engage		
✓	Ask (Surveys and Polls)		Included
✓	In-Product Weighting		Included
✓	Assess	Update Frequency	
✓	National Community Survey	Every 24 months	\$24,000.00
✓	National Employee Survey	Every 24 months	\$7,500.00
	½ page of questions for the NCS	Every 24 months	\$2,800.00
	½ page of questions for the NES	Every 24 months	\$2,800.00
✓	Somali translation	Every 24 months	\$1,700.00
✓	Spanish translation	Every 24 months	Included
✓	In person presentation of results	Every 24 months	\$3,000.00
Balancing Act Modules			
	Simulation - Housing and/or Budgeting		
	Simulation - Add Mapping		
	Prioritize		
	Taxpayer Receipt		
Total Investment			\$41,800.00

Billing

You will be invoiced upon execution of this Agreement as outlined in the following table. All amounts payable to “Policy Confluence, Inc.” as specified herein are in United States Dollars (USD). If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice date.

Fees for each additional Subscription Term shall be invoiced 60 days in advance of the start date of the Subscription Term and shall be due by the start date of the Subscription Term. Your Account shall be automatically suspended and inaccessible as of the start date of the Subscription if Fees have not been received by such date, and your subscription shall be deemed terminated if Fees for a Subscription Term are not received within thirty (30) days following the start date of the Subscription Term. There shall be a \$500 (USD) reactivation fee if your account is suspended for late payment.

Term	Invoice Timing	Expected Invoice Date	Invoice Amount	Due
05/20/2024-05/19/2026	On signing agreement	05/30/2024	\$41,800.00	net 30 days

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with Data Protection Laws

Each Party will comply with any applicable data protection and privacy laws and applicable to such Party’s performance of its obligations under or in connection with this Agreement (“Data Protection Laws”). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Service Level Agreement

Polco’s web platform will be operational and available to the Customer at least 99.5% of the time in any calendar month (the “Polco Application SLA”).

Ownership and Use of Creative Materials

The Parties acknowledge and agree that an integral part of the services is the creation of the Polco application for Customer, which includes the development of certain information, content,

text, graphics, logos, photos, videos, software and other items, as well as their selection and arrangement ("Creative Materials"). Such Creative Materials are protected by copyrights, trademarks, patents, trade secrets and other intellectual property and proprietary rights, and Polco shall be considered the author of such Creative Materials and retains all right, title and interest in and to such Creative Materials. Customer's rights to use the Creative Materials are limited to use solely in connection with this Agreement, and the rights and obligations granted hereunder. Any rights granted to Customer under this Agreement to use the Creative Materials shall cease upon the termination of this Agreement.

Data Ownership

All data collected or generated by Polco shall be owned exclusively by Polco. Polco reserves the right to use the data for any purpose, including but not limited to improving the software platform, conducting research, and developing new products and services. Polco may disclose the data to third parties, provided that such disclosure is done in accordance with applicable laws and regulations, and is necessary to provide services to the customer. Upon termination of this agreement, Polco shall retain ownership of the data.

Miscellaneous

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receives an automatic response or other indication that the email account is not being monitored).

<u>To City of Faribault, MN</u> <u>C/O: Brad Phenow, Communications</u> <u>Manager</u> <u>Address:208 First Ave. NW, Faribault,</u> <u>MN 55021</u> <u>Email: bphenow@ci.faribault.mn.us</u>	<u>To Policy Confluence, Inc. :</u> 1241 John Q. Hammons Dr, Suite 203 Madison, WI 53717 Sonya Wytinck, COO sonya@polco.us
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Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments thereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment thereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Full Authority. The person agreeing to the terms and conditions of this Agreement states and affirms that they have the full authority of Customer to enter into and execute this Agreement.

Remainder of page intentionally left blank, signature page to follow.



IN WITNESS WHEREOF, CUSTOMER and POLICY CONFLUENCE, INC. have executed this Agreement as of the Effective Date:

CUSTOMER	POLICY CONFLUENCE, INC.
-----------------	--------------------------------

Name
Street
City, State, Zip

Policy Confluence, Inc.
1241 JOHN Q HAMMONS DR STE 203
MADISON WI 53717-1929

Signature

Date

Signature

Date

Sonya Wytinck / COO

Printed Name / Title

Printed Name / Title



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-100 Accept Donation from Crane Creek Asphalt to the Fire Department

Background:

Recognizing the commitment to service by the Faribault Fire Department, Crane Creek Asphalt would like to make a monetary donation to the Department.

Recommendation:

Approve Resolution 2024-100 Accept Donation from Crane Creek Asphalt to the Fire Department

Attachments:

1. Resolution 2024-100 Accept Donation from Crane Creek Asphalt to the Fire Department

CITY OF FARIBAULT

RESOLUTION #2024- 100

ACCEPT DONATION FROM CRANE CREEK ASPHALT TO THE FIRE DEPARTMENT

WHEREAS, the Faribault Fire Department is responsible for fire and life safety response in our community; and

WHEREAS, Crane Creek Asphalt recognizes the Faribault Fire Department's commitment to serving our community and would like to make a monetary donation to our department,

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to accept the donation of \$1,500.00 from Crane Creek Asphalt to be used for Firefighter Wellness.

Date Adopted: May 14, 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: May 14, 2024
SUBJECT: Resolution 2024-101 Approve LG214 Premises Permit Application for Faribault Wrestling

Background:

City Staff has received a Premises Permit Application from Jason Tobin, Gambling Manager for Faribault Wrestling to conduct charitable gambling at 1802 4th Street NW. If approved by the Council, Staff will forward the application to the Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve Resolution 2024-101.

Attachments:

1. Resolution 2024-101 Approve LG214 Premises Permit Application for Faribault Wrestling

CITY OF FARIBAULT

RESOLUTION #2024-101

APPROVE PREMISES PERMIT APPLICATION FOR FARIBAULT WRESTLING

WHEREAS, a Gambling Premises Permit application was received by the City of Faribault from Faribault Wrestling for charitable gambling to be located at 1802 4th Street NW, Faribault, MN 55021; and

WHEREAS, the Faribault Wrestling Chief Executive Officer declares that all information is true, accurate and complete; and

WHEREAS, the Faribault Wrestling Chief Executive Officer declares that any changes in the application information will be submitted to the Gambling Control Board and the City of Faribault within ten days of change.

NOW, THEREFORE BE IT RESOLVED, that said premises permit be approved for Faribault Wrestling for gambling to be located at 1802 4th Street NW, Faribault, MN 55021.

Date Adopted: May 14, 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: May 14, 2024
SUBJECT: Ordinance 2023-20 An Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses Within the City of Faribault- Extension (First Reading)

Background:

At the April 30, 2024, Annual Council Retreat, the Council discussed Cannabis Licensing in the City, as well as extending the current interim moratorium. As of May 1, 2024, the Office of Cannabis Management (OMC) has indicated that it will publish draft rules and regulations after June 1, 2024, and OMC has not indicated when a model ordinance will be available to assist in the local decision-making on regulating Cannabis businesses.

Staff worked with the City Attorney's office to update Ordinance 2023-20 extending the interim ordinance until August 1, 2024.

Recommendation:

Approve first reading of Ordinance 2023-20.

Attachments:

1. DOCSOPEN-950488-v1-Faribault Cannabis Business Moratorium Extension

**CITY OF FARIBAULT
ORDINANCE NO. 2023-20**

**AN INTERIM ORDINANCE AUTHORIZING A STUDY AND
IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS
BUSINESSES WITHIN THE CITY OF FARIBAULT**

THE CITY OF FARIBAULT ORDAINS:

Section 1. Legislative Findings and Authority

- A. The Minnesota Legislature recently enacted, and the Governor signed, 2023 Minnesota Session Laws, Chapter 63 – H.F. No. 100 (the “Act”), which is comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions, and providing for the temporary regulation of Edible Cannabinoid Products.
- B. The Act provides local units of government certain authority related to Cannabis Businesses, including the authority to (i) require local registration of certain Cannabis Businesses operating retail establishments, (ii) adopt reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, provided that such restrictions do not prohibit the establishment or operation of a Cannabis Business, (iii) limit the number of certain Cannabis Businesses based on the population of the community, and (iv) prohibit the operation of a Cannabis Business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.
- C. The Act requires the OCM, which was established effective July 1, 2023, to work with local governments to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses. The Act also requires the OCM to establish additional rules and regulations relating to the operation of Cannabis Businesses. It is anticipated that the city of Faribault (the

- "City") will benefit from reviewing and analyzing the OCM's model ordinances, rules and regulations before making any decisions related to the regulation of Cannabis Businesses in the City.
- D. The Act (Minnesota Statutes, section 342.13(e)) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place and manner of the operation of Cannabis Businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of Cannabis Businesses within the jurisdiction or a portion thereof until January 1, 2025.
 - E. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.
 - F. The City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place and manner of the operation of Cannabis Businesses as well as the other regulations local units of government may adopt under the Act.
 - G. On August 8, 2023, after providing at least 10 days published notice, the City Council held a public hearing on and approved Interim Ordinance 2023-20 ~~regarding the consideration and adoption of an interim ordinance~~ prohibiting the operation of Cannabis Businesses within the City until June 1, 2024.
 - H. As of May 1, 2024, the OCM has indicated that it will publish draft rules and regulations identified in Section 1(C) after June 1, 2024, and the OCM has not indicated when a model ordinance will be available – given the identified benefit to the City in reviewing and considering these items prior to making a decision on regulating Cannabis Businesses it is prudent to extend Interim Ordinance 2023-20.

- I. On May 14, 2024, after providing at least 10 days published notice, the City Council held a public hearing regarding the consideration and adoption of an amendment to Interim Ordinance 2023-20 that would extend the effective period of Interim Ordinance 2023-20 until August 1, 2024.

Section 2. Definitions. For purposes of this Ordinance, the following terms shall have the meaning given them in this section.

- A. "Act" means 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
- B. "Cannabis Business" has the meaning given the term in Minnesota Statutes, section 342.01, subdivision 14.
- C. "City" means the city of Faribault, a Minnesota municipal corporation.
- D. "Edible Cannabinoid Product" has the meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(f).
- E. "OCM" means the Office of Cannabis Management, established as set forth in Minnesota Statutes, section 342.02, subd. 1.
- F. "Ordinance" means this interim ordinance, which is adopted pursuant to Minnesota Statutes, section 342.13(e).

Section 3. Study Authorized. The City Council hereby authorizes and directs City staff to conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study may include a review of any model ordinances that OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of potential setback regulations allowed under Minnesota Statutes, section 342.13(c), and such other matters as staff may determine are relevant to the City Council's consideration of this matter. The report may also include City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations.

Section 4. Moratorium. A moratorium is hereby imposed on the operation of any Cannabis Business within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. Accordingly, during the period that this Ordinance is in effect, the City shall not accept, process, or act on

any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

Section 5. Exceptions. The moratorium imposed by this Ordinance does not apply to: (i) the continued operation of a duly established business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to the effective date of this Ordinance; or (ii) the sale of Edible Cannabinoid Products under Minnesota Statutes, Section 151.72, provided, however, that nothing in this Ordinance exempts a business, person, or entity from complying with all other requirements and prohibitions of applicable laws and ordinances related to such exceptions.

Section 6. Enforcement. Violation of this Ordinance is a misdemeanor. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City's general penalties prescribed in the city code and may further result in the City reporting violations to the OCM, if relevant to OCM licensing. The City Council hereby authorizes City staff and consultants to initiate any legal action deemed necessary to secure compliance with this Ordinance.

Section 7. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Section 8. Effective Date And Term. This ordinance shall take effect and be in force after its passage and publication, in accordance with Section 3.05 of the City Charter. This Ordinance shall remain in effect until August 1, 2024, or until the City Council expressly repeals it, whichever occurs first.

First Reading: May 14, 2024

Second Reading: May 28, 2024

Publication Date: May 29, 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: David Wanberg, Community and Economic Development Director
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-086 Adopting a Modification to the Development Program for Development District No. 1; Establishing Tax Increment Financing District No. 19: Twin Oaks Housing Subdivision Herein and Adopting a Tax Increment Financing Plan Therefor; and Authorizing Interfund Loan

Background:

On March 27, 2024, Rice County Housing and Redevelopment Authority ("RCHRA" or the "Applicant") submitted an application to create a housing tax increment financing (TIF) district associated with Twin Oaks Subdivision (the "Project"). Earlier this year, the City Council approved the final plat of Twin Oaks Subdivision. RCHRA intends to start construction on the subdivision as soon as possible after the City Council conducts a public hearing and acts to modify the development program for Development District No. 1, establish Tax Increment Financing District No. 19: Twin Oaks Housing, adopt a tax increment financing plan, and authorize an interfund loan. RCHRA must also enter into a development agreement with the City and record the final plat before it can begin construction.

Project Overview

Twin Oaks Subdivision is directly north of the new Rice County Law Enforcement Center, near the intersection of 30th Street NW and State Highway 3. Once constructed, the subdivision will provide 22 single-family residential lots for owner-occupied households earning less than 115 percent of the area median income. RCHRA received a grant to develop six five-bedroom homes in the subdivision by early 2025. Faribault has a strong need for owner-occupied houses with four or more bedrooms. Twin Oaks Subdivision will help meet this community need, but the proposed development cannot occur "but for" tax increment financing.

Ehlers, the City's finance advisor, conducted a financial analysis of the

project and determined that the proposed TIF District No. 19 will generate roughly \$2,721,576 in increment over its 26-year life. The District will terminate after 2051 or when the TIF Plan is satisfied. As proposed, pay-as-you-go notes and interfund loans will finance the project. Consequently, the City is not obligated to incur debt.

Eligible TIF-related expenses include land acquisition, site improvements, affordable housing, utilities, administrative costs, and other qualifying improvements. The proposed project will have minimal impact on police and fire services, utilities, and the City's ability to issue future debt.

Process and Requested Council and EDA Actions

The Council must conduct a public hearing before acting on the Applicant's TIF request. After the public hearing, the Council should act on Resolution 2024-086, which modifies Development District No. 1 to include recently annexed land in Faribault. The Resolution also establishes TIF District No. 19: Twin Oaks Housing, adopts a TIF plan, and authorizes an interfund loan. Presuming the Council approves Resolution 2024-086, the Economic Development Authority (EDA) will act on a related resolution, which also includes a contract for private development.

Recommendation:

Approve Resolution 2024-086.

Attachments:

1. Resolution 2024-086
2. Modification to the Development Program for District No. 1
3. Tax Increment Financing Plan - District No. 19

CITY OF FARIBAULT

RESOLUTION #2024-086

**ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR
DEVELOPMENT DISTRICT NO. 1; ESTABLISHING TAX INCREMENT
FINANCING DISTRICT NO. 19: TWIN OAKS HOUSING SUBDIVISION
HEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN
THEREFOR; AND AUTHORIZING INTERFUND LOAN**

BE IT RESOLVED, by the City Council (the "Council") of the City of Faribault, Minnesota (the "City"), as follows:

Section 1. Recitals

1.01. The City Council of the City of Faribault (the "City") has heretofore established Development District No. 1 and adopted the Development Program therefor. It has been proposed that the City adopt a Modification to the Development Program for Development District No. 1 (the "Development Program Modification") and establish Tax Increment Financing District No. 19: Twin Oaks Housing (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Development Program Modification and the TIF Plan are referred to collectively herein as the "Program and Plan"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 to 469.133 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Program and Plan, and presented for the Council's consideration.

1.02. The City has investigated the facts relating to the Program and Plan and have caused the Program and Plan to be prepared.

1.03. The City has performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Program and Plan, including, but not limited to, obtaining approval of the tax increment financing plans from the Rice County Board of Commissioners and Independent School District No. 656, review of the Program and Plan by the EDA on May 16, 2024, and the holding of a public hearing upon published notice as required by law.

1.04. Certain written reports (the "Reports") relating to the Program and Plan and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Program and Plan. The Reports, including the redevelopment qualifications reports and planning documents, include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05. The City is modifying the boundaries of Development District No. 1, to follow the legal corporate limits of the City of Faribault, and modifying the Development Program therefor.

Section 2. Findings for the Adoption and Approval of the Development Program Modification

2.01. The Council approves the Development Program Modification, and specifically finds that: (a) the land within the Project area would not be available for housing without the financial aid to be sought under this Development Program; (b) the Development Program, as modified, will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project; and (c) that the Development Program, as modified, conforms to the general plan for the development of the City as a whole.

Section 3. Findings for the Establishment of Tax Increment Financing District No. 19: Twin Oaks Housing

3.01. The Council hereby finds that the District is a "housing district" under Minnesota Statutes, Section 469.174 Subd. 11.

3.02. The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Program and Plan conform to the general plan for the development or redevelopment of the City as a whole; and that the Program and Plan will afford maximum opportunity consistent with the

sound needs of the City as a whole, for the development or redevelopment of the District.

3.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4. Public Purpose

4.01. The adoption of the Program and Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up, to provide housing opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5. Approval and Adoption of the Program and Plan

5.01. The Program and Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the Director of Community and Economic Development.

5.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program and Plan and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03. The Auditor of Rice County is requested to certify the original net tax capacity of the District, as described in the Program and Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the Faribault Economic Development Authority is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been

issued during the 18 months immediately preceding the adoption of this resolution.

5.04. The Mayor and City Administrator are further authorized and directed to file a copy of the Program and Plan with the Commissioner of the Minnesota Department of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

Section 6. Interfund Loan

6.01. The City authorizes the use of an interfund loan established either by the City or the Economic Development Authority of Faribault, Minnesota for the advance of certain costs in connection with Tax Increment Financing District No. 19.

Date Adopted: May 14, 2024.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator

EXHIBIT A

FINDINGS INCLUDING BUT/FOR QUALIFICATIONS

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 19 (Twin Oaks Housing), as required pursuant to *Minnesota Statutes, (M.S.) Section 469.175, Subdivision 3* are as follows:

1. *Finding that Tax Increment Financing District No. 19 (Twin Oaks Housing) is a housing district as defined in M.S., Section 469.174, Subd. 11.*

Tax Increment Financing District No. 19 (Twin Oaks Housing) consists of one (1) parcel. The development will consist of the construction of 22 single family homes for sale to income qualified buyers, all or a portion of which will receive tax increment assistance and will meet income restrictions described in *M.S. Section 469.1761*. At least 95% of the houses assisted with tax increment must be occupied with persons at 100% of median income for a family of two or less and 115% of median income for families of three or more. Median income under this provision is the greater of the statewide median or the county median.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in the TIF Plan is a housing district that meets the City's objectives for development of affordable for-sale housing. The cost of site and public improvements and utilities makes this housing development infeasible without City assistance. In order for the County HRA to price the homes at an affordable level the development is feasible only through assistance to the County HRA as the developer to pay for the required public improvements, site preparation and utilities, in part, from tax increment financing.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: This finding is justified on the grounds that the cost of site and public improvements and utilities add to the total development cost. The City reasonably determines that no other affordable for-sale housing development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 19 (Twin Oaks Housing) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan on April 15, 2024 and found that the expansion of the boundaries of Development District No. 1 to include recently annexed property into the city conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Tax Increment Financing District No. 19 (Twin Oaks Housing) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District No. 1 by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City. The TIF Plan also helps the City meet their goal of providing more affordable housing options in the City.

Adoption Date: April 26, 1988

Modification Public Hearing: May 14, 2024

City of Faribault

Rice County, Minnesota

MODIFICATION TO THE DEVELOPMENT PROGRAM for Development District No. 1



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

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Modification to Development Program for Development District No. 1

FOREWORD

The following represents a Modification to the Development Program for Development District No. 1 (the "Development District"). This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive change includes expansion of the boundaries of the Project Area to include property that has been annexed so the boundaries continue to be coterminous with the corporate boundaries of the City of Faribault.

BOUNDARIES OF THE DEVELOPMENT DISTRICT

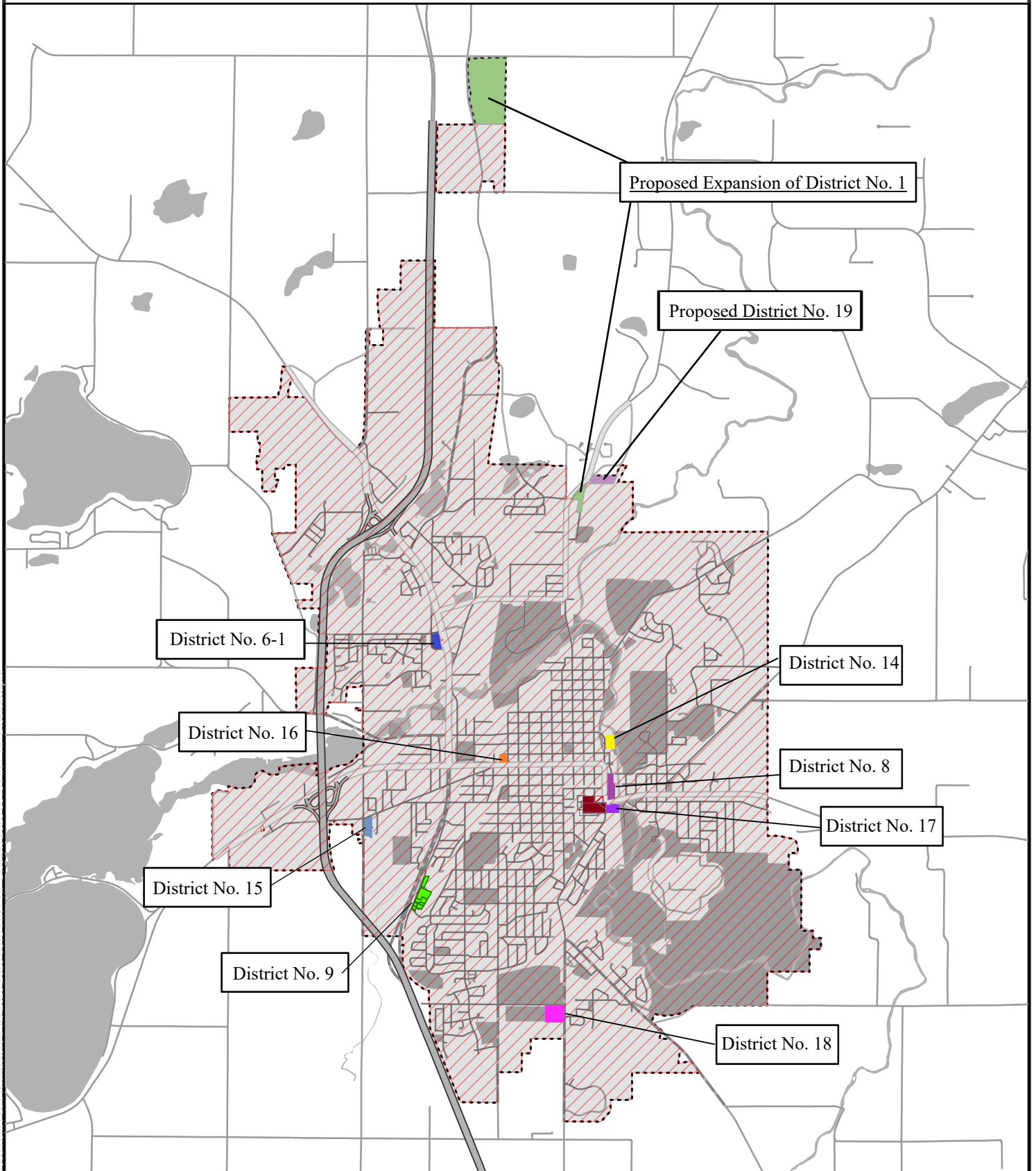
The boundaries of the Development District are expanded to include property recently annexed. The boundaries of the Development District are coterminous with the boundaries of the City as shown in Appendix A. The existing tax increment districts listed below are included in the modified Development District:

- Tax Increment District No. 6-1 (Housing)
- Tax Increment District No. 8 (River Ridge)
- Tax Increment District No. 9 (Faribault Road Redevelopment)
- Tax Increment District No. 13 (Hamilton)
- Tax Increment District No. 14 (Straight River)
- Tax Increment District No. 15 (Lofts of Evergreen)
- Tax Increment District No. 16 (Farmer Seed Building)
- Tax Increment District No. 17 (Riverchase Apartments)
- Tax Increment District No. 18 (Willow Street Apartments)
- Tax Increment District No. 19 (Twin Oaks Housing)

Appendix A: Map of Development District No. 1

Proposed Expansion of Development District No. 1

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



0 ¼ ½ 1 Miles



Existing Development
District No. 1

District No. 6-1

District No. 8

District No. 9

Proposed Expanded
Development District No. 1

District No. 13

District No. 14

District No. 15

District No. 16

District No. 17

District No. 18

Proposed District No. 19

Appendix B: Development Program for Development District No. 1

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INCLUDING THE FORMER FIRM OF
 LEVITT, PALMER, BOWEN, ROTMAN & SHARE

April 12, 1988

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 MARGARET K. SAVAGE
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Patrick W. Hentges
 Faribault City Administrator
 City of Faribault
 208 N.W. 1st Avenue
 Faribault, Minnesota 55021

Re: Development District No. 1 and Tax Increment Financing
 District and Plan No. 1 of the Faribault Economic
 Development Authority

Dear Pat:

As promised in my letter to you of yesterday, I am enclosing a copy of the above-mentioned documentation, dated April 26, 1988, to correspond with the City Council's consideration of these plans.

I received today from John Jensvold legal descriptions and these have been incorporated into the larger development district and into the portion thereof which comprises the tax increment financing district.

In very general terms, this document describes the boundaries of the development district (which can be enlarged as necessary in the future), sets out a very general development plan, sets out an initial development expenditure budget (with particular focus on the Viratec project), and includes the designation of the tax increment district and the tax increment financing plan, which dovetail into and reference portions of the development plan and budget. As I say, as time goes on the EDA may wish to expand the development district and/or establish new tax increment financing districts therein as circumstances may warrant.

I would suggest that John double check for accuracy the legal descriptions and the boundary maps included in this document. This is the document which you will forward to the County and School Boards and it is the April 26th document which is mentioned in both the City Council and EDA resolutions approving these plans.

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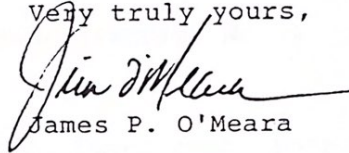
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BRIGGS AND MORGAN

Patrick W. Hentges
Page Two
April 12, 1988

Please let me know if you see the need for any changes
to the enclosed.

Very truly yours,



James P. O'Meara

JPO:cf
Enclosures

cc: ✓ John Jensvold (w/enclosures)
Dale Martinson (w/enclosures)

Development District No. 1
of the
Faribault Economic Development Authority
including
Development Plan
and
Tax Increment Financing District and Plan No. 1
April 26, 1988

This document was drafted by:

Briggs and Morgan
2200 First National Bank
Building
Saint Paul, Minnesota 55101
(612) 291-1215

Section I.

Development District No. 1
and Its Development Plan

Section 1.1. Definitions. The terms defined below, for purposes of this Development District and Development Plan and for purposes of any Tax Increment Financing Districts and Plans which may be now or hereafter established and approved within the Development District, shall have the following respective meanings, unless the context specifically requires otherwise. As used herein, the term "development" includes redevelopment, and the term "developing" includes redeveloping.

"City" means the City of Faribault, Minnesota.

"Council" means the City Council of the City, its governing body,

"County" means Rice County, Minnesota.

"Development District" means this Development District No. 1, as the same may be amended.

"Development Plan" means the Development Plan for the Development District, as set forth herein and as the same may be amended.

"EDA" means the Faribault Economic Development Authority, established pursuant to the Enabling Act and pursuant to Resolution 86-77, adopted by the Council as the enabling resolution for the EDA, as amended.

"Enabling Act" means Laws of Minnesota 1986, Chapter 400, as codified in Minnesota Statutes, Sections 469.090 to 469.108, as the same may be amended or supplemented.

"Project Area" means the real property within the City constituting the Development District, as the same may be amended.

"State" means the State of Minnesota.

"Tax Increment Act" means Minnesota Statutes, Sections 469.174 through 469.179, as the same may be amended.

"Tax Increment District" means any tax increment financing district established pursuant to the Tax Increment Act now or in the future within the Development District, and as the same may be amended.

"Tax Increment Plans" means the respective tax increment financing plans adopted pursuant to the Tax Increment Act for the Tax Increment Districts, respectively, as the same may be amended.

Section 1.2. Enabling Act; Statutory Authority. Pursuant to the Enabling Act, the City was authorized to establish an economic development authority that has the powers provided in the Enabling Act, including without limitation the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 to 469.047, or other law, and the powers of a city under Minnesota Statutes, Sections 469.124 to 469.134, or other law. Pursuant to Resolution 86-77, adopted by the Council on May 27, 1986, as amended (the "Enabling Resolution"), the City established the EDA under the Enabling Act and appointed the initial members of the EDA.

It is the intention of the EDA, notwithstanding the enumeration of specific goals and objectives in the Development Plan but subject to the provisions of the Enabling Resolution, that the EDA shall have and enjoy with respect to the Development District the full range of powers and duties conferred upon the EDA pursuant to the Enabling Act, the Tax Increment Act, city development district laws, housing and redevelopment authority laws, and such other legal authority as the EDA may have or enjoy from time to time.

Section 1.3. Statement and Finding of Public Purpose. The EDA finds that there is a need for development within the City and the Development District to provide employment opportunities, to improve the local tax base, and to improve the general economy of the City and the State. The sound development of the economic security of the people in the City depends upon proper development of marginal and other property, including land within an industrial or commercial area not used for industry or commerce but needed for industrial or commercial development of the area, properties whose values are too low to pay for the public services required or rendered, and properties whose lack of use or improper use has resulted in stagnant or unproductive land that could otherwise contribute to the public health, safety, and welfare.

The EDA finds that in many cases such property cannot be developed without public participation and assistance in forms including property acquisition and/or write-down, proper planning, the financing of land assembly in the work of clearance or development, site preparation, utility installation, and the making or financing of other improvements necessary for development. In cases where the development of property cannot be done by private enterprise alone, the EDA believes it to be in the public interest to consider the exercise of its powers, to advance and spend public money, and to provide the means and impetus for such development.

The EDA finds that in certain cases property within the Project Area would or may not be available for development without the specific or similar financial aid to be sought, that the Development Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project Area by private enterprise, and that the Development Plan conforms to the general plan for the development of the City as a whole.

The EDA also finds that the welfare of the City and the State requires the active promotion, attraction, encouragement, and development of economically sound industry and commerce through governmental action for the purpose of preventing the emergence of blighted and marginal lands and areas of chronic unemployment. It shall also be the policy of the EDA to facilitate and encourage such action as may be necessary to prevent the economic deterioration of such areas to the point where the process can be reversed only by total redevelopment. Through the use of the powers conferred on the EDA pursuant to the Enabling Act, promoting economic development may prevent the occurrence of conditions requiring redevelopment and prevent the emergence of blight, marginal land, and substantial and persistent unemployment.

Section 1.4. Statement of Objectives. The EDA seeks to achieve one or more of the following objectives with respect to such property within the Development District as the EDA may determine and in such circumstances and upon such terms as the EDA may deem appropriate or necessary:

- (a) To promote and secure the prompt development of property within the Project Area, which property is not now in its most productive use, in a manner consistent with the Comprehensive

Plan of the City, thus realizing Comprehensive Plan, land use, and tax base goals.

(b) To secure the prompt development of property in the Project Area in order to realize return on presently existing public investment in public utilities, streets, and other infrastructures.

(c) To assist such prompt development through the acquisition or write-down of certain interests in property within the Project Area which is not now in productive use or in its highest and best use, to make or defray the cost of soil corrections or site improvements on said property, and to construct or reimburse for the construction of public improvements on or for the benefit of said property, thereby promoting and securing the development of other land within the Project Area.

(d) Through the implementation of this Development Plan, to provide an impetus for residential development desirable or necessary to accommodate increased population within the City.

(e) To secure the increase of industrial and commercial property subject to taxation within the Project Area.

(f) To promote and secure additional employment opportunities within the City and to prevent the loss of existing employment opportunities, thereby preventing the loss of valuable human resources.

(g) To provide funding for an ongoing development strategy and to prioritize the use of available resources.

(h) To implement and revise from time to time, as may be deemed necessary or desirable, a consolidated and unified Development Plan and to finance the associated development costs on a area-wide basis.

(i) To employ any of the powers of the EDA for the benefit of the Development District in such cases and upon such terms as the EDA may deem appropriate.

(j) To construct or acquire facilities deemed desirable for the development of the Project Area.

Section 1.5. Boundaries of the Development District.
The property which constitutes the Development District is outlined on the boundary maps attached to this Section as Exhibit I-A). This property which comprises the Development District and the corresponding Project Area is described as follows:

Part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 23, Township 110 North, Range 21 West of the Fifth Principal Meridian, described as follows: Beginning at a point in the North line of said Southeast Quarter of Northeast Quarter (for purposes of this description bearing of said North line is assumed South 88 degrees 59 minutes 27 seconds West), a distance of 490.00 feet westerly from the Northeast corner of said Southeast Quarter of Northeast Quarter; thence South 88 degrees 59 minutes 27 seconds West, along said North line, 829.85 feet to the Northwest corner of said Southeast Quarter of Northeast Quarter; thence South 00 degrees 22 minutes 47 seconds East, along the West line of said Southeast Quarter of Northeast Quarter, 1338.49 feet to the Southwest corner of said Southeast Quarter of Northeast Quarter; thence South 00 degrees 22 minutes 20 seconds East, along the West line of said Northeast Quarter of Southeast Quarter, 1075.57 feet to a point in the northwesterly right of way line of Interstate Highway 35; thence northeasterly along said northwesterly line of said Highway 35 on the following six courses: thence northeasterly along a non-tangential curve, concave southeasterly (curve data: radius equals 2516.83 feet; delta angle 27 degrees 15 minutes 34 seconds; chord bearing and distance equal North 44 degrees 53 minutes 22 seconds East, 1186.16 feet), an arc distance of 1197.42 feet; thence North 58 degrees 31 minutes 09 seconds East, 124.95 feet; thence North 49 degrees 54 minutes 48 seconds East, 105.42 feet; thence northeasterly along a non-tangential curve, concave northwesterly (curve data: radius equals 834.93 feet; delta angle equals 25 degrees 59 minutes 00 seconds; chord bearing and distance equal North 35

degrees 05 minutes 29 seconds East, 375.40 feet), an arc distance of 378.64 feet; thence North 22 degrees 05 minutes 59 seconds East, 116.94 feet; thence North 30 degrees 37 minutes 50 seconds East, 49.95 feet to a point in the East line of said Southeast Quarter of Northeast Quarter; thence North 00 degrees 19 minutes 50 seconds West, along said East line, 474.08 feet to a point in the southerly right of way line of Minnesota Trunk Highway 21; thence South 88 degrees 02 minutes 11 seconds West, along said Highway 21 right of way line, 65.34 feet; thence continue along said Highway 21 right of way line, North 01 degrees 57 minutes 49 seconds West, 110.81 feet; thence North 45 degrees 40 minutes 11 seconds West, 592.59 feet to said point of beginning; subject to a Township Road over part of the easterly side of the herein described parcel; containing 49.556 acres, more or less.

All that part of the NE 1/4 of the NW 1/4 and all of the West 1/2 of the NW 1/4 lying North and East of the Shieldsville Road (Trunk Highway 21), all in Section 24, Township 110 North, Range 21 West of the 5th Principal Meridian, excluding the Interstate 35 right of way and the approximately 11 acres of said property lying East of said right of way.

All that part of Section 24, Township 110, Range 21 West of the 5th Principal Meridian, described as follows: All that part of the West 1/2 of the NW 1/4 of Section 24, lying South and West of the centerline of Shieldsville Road; and lying Westerly and Northerly and Northwesterly of the Northwesterly right of way of Interstate 35; subject to Minnesota Trunk Highway through the Southwesterly and Westerly part thereof.

All that part of the SE 1/4 of the NW 1/4 of said Section 24, lying North and West of the Northwesterly right of way of Interstate 35.

The EDA finds that the Project Area, together with the objectives which the EDA seeks to accomplish or encourage with respect to such property, constitutes a "redevelopment project" within the meaning of Minnesota Statutes, Section 469.001, Subdivision 14, and constitutes a development district under Minnesota Statutes, Section 469.126.

Section 1.6. Property Acquisition. The EDA intends to acquire such property, or appropriate interests therein, within the Project Area as the EDA may deem to be necessary or desirable to assist in the implementation of the Development Plan.

Section 1.7. Estimated Development Costs. The estimated costs of the public improvements to be made or the additional development costs to be incurred within the Project Area and financed in whole or in part by tax increment or other revenues of the EDA include the following:

Site Cost Assistance	\$250,000
Site Improvement Assistance	75,000
Capitalized Interest	53,000
Issuance, Fiscal, Administrative, and Legal Costs and Contingencies	<u>22,000</u>
Total Development Costs and Maximum Bonded Indebtedness (Development Costs Would Also Include Interest on Indebtedness)	\$400,000

In addition to the costs itemized above, the EDA intends to pay from available tax increments such qualifying administrative costs as may be permitted by but subject to the applicable limitations provided in the Tax Increment Act.

Adoption Date: May 14, 2024

City of Faribault Rice County, Minnesota

MODIFICATION TO THE DEVELOPMENT PROGRAM

Development District No. 1

&

Tax Increment Financing (TIF) Plan

Establishment of Tax Increment Financing District No. 19
(Twin Oaks Housing)
(a housing district)



Prepared by:

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BUILDING COMMUNITIES. IT'S WHAT WE DO.

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Modification to the Development Program for Development District No. 1

FOREWORD

The following text represents a Modification to the Development Program for Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the expansion of the boundaries of Development District No. 1 and the establishment of Tax Increment Financing District No. 19 (Twin Oaks Housing).

For further information, a review of the Development Program for Development District No. 1, is recommended. It is available from the Director of Community & Economic Development at the City of Faribault. Other relevant information is contained in the tax increment financing plans for the tax increment financing districts located within Development District No. 1.

Tax Increment Financing Plan for Tax Increment Financing District No. 19 (Twin Oaks Housing)

FOREWORD

The City of Faribault (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Tax Increment Financing District No. 19 (Twin Oaks Housing) (the "District"), a housing tax increment financing district, located in Development District No. 1.

STATUTORY AUTHORITY

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 - 469.133*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Development District No. 1.

STATEMENT OF OBJECTIVES

The District currently consists of one (1) parcel of land and adjacent roads and internal rights-of-way. The District is being created to facilitate the construction of 22 single family homes for sale to income qualified buyers in the City. The City anticipates entering into a contract with the County for the development and development is likely to occur in 2024. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 1 and the District.

DEVELOPMENT PROGRAM OVERVIEW

Pursuant to the Development Program and authorizing state statutes, the City is authorized to undertake the following activities in the District:

1. Property to be Acquired - The Rice County HRA currently owns the one (1) parcel of property within the District. It is not anticipated that the City will purchase the property from the County HRA.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED

The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
1819176007	NA	Rice County HRA

Please also see the map in Appendix A for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan.

Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

The Rice County HRA currently owns the one (1) parcel of the property to be included in the District.

DISTRICT CLASSIFICATION

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is a housing district pursuant to *M.S., Section 469.174, Subd. 11* and *M.S., Section 469.1761*.

- The District consists of one (1) parcel.
- The development will consist of 22 units of single-family owner-occupied housing
- At least 95% of the houses assisted with tax increment must be occupied with persons at 100% of median income for a family of two or less and 115% of median income for families of three or more (rental housing would have stricter income limitations). Median income under this provision is the greater of the statewide median or the county median.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT

Pursuant to *M.S., Section 469.175, Subd. 1*, and *Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the City (a total of 26 years of tax increment). The City elects to receive the first tax increment in 2026, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2051, or when the TIF Plan is satisfied. The City reserves the right to decertify the District prior to the legally required date.

ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS

Pursuant to *M.S., Section 469.174, Subd. 7* and *M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2023 for taxes payable 2024.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2026) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the District;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2024, assuming the request for certification is made before June 30, 2024.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100% of the available increase in tax capacity be used for repayment of the obligations of the City and current expenditures, beginning in the tax year payable 2026. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Development estimated Tax Capacity upon completion	155,157	
Original estimated Net Tax Capacity	1,038	
Fiscal Disparities	0	
Estimated Captured Tax Capacity	154,119	
Original Local Tax Rate	97.7600%	Pay 2024
Estimated Annual Tax Increment	\$150,666	
Percent Retained by the City	100%	

Note: Tax capacity includes a 3% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 25. The tax capacity of the District in year one is estimated to be \$38,163.

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

SOURCES OF REVENUE/BONDS TO BE ISSUED

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	\$2,721,576
Interest	272,158
TOTAL	\$2,993,734

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to issue bonds (as defined in the TIF Act) or incur other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal modification to this TIF Plan. This provision does not obligate the City to incur debt.

The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The City may issue bonds secured in whole or in part with tax increments from the District in a maximum principal amount of \$2,120,830. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

USES OF FUNDS

Currently under consideration for the District is a proposal to facilitate the construction of 22 single family homes for sale to income qualified buyers. The City has determined that it will be necessary to provide assistance to the project for certain District costs, as described herein.

The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	\$ 50,000
Site Improvements/Preparation	75,000
Affordable Housing	1,548,672
Utilities	75,000
Other Qualifying Improvements	100,000
Administrative Costs (up to 10%)	272,158
PROJECT COSTS TOTAL	\$ 2,120,830
Interest	872,904
PROJECT AND INTEREST COSTS TOTAL	\$ 2,993,734

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to the TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements.

The City may expend funds for qualified housing activities outside of the District boundaries.

ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS

The estimated impact on other taxing jurisdictions assumes that the development contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	2023/Pay 2024 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Rice County	101,526,152	154,119	0.1518%
City of Faribault	25,751,042	154,119	0.5985%
ISD 656 (Faribault Public Schools)	45,934,514	154,119	0.3355%

Impact on Tax Rates				
Entity	Pay 2024 Extension Rate	Percent of Total	CTC	Potential Taxes
Rice County	35.1230%	35.93%	154,119	\$ 54,131
City of Faribault	46.7270%	47.80%	154,119	72,015
ISD 656 (Faribault Public Schools)	12.7570%	13.05%	154,119	19,661
Other	3.1530%	3.23%	154,119	4,859
	97.7600%	100.00%		\$150,666

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2024 rate. The total net capacity for the entities listed above are based on Pay 2024 figures.

Pursuant to *M.S., Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$2,721,576;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute an estimated \$66,000 in sanitary sewer (SAC) and water (WAC) connection fees.

The probable impact of the issuance of any general obligation tax increment bonds payable from tax increment revenues from the District on the City's ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any City general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$355,147;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$977,802;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S., Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

SUPPORTING DOCUMENTATION

Pursuant to *M.S., Section 469.175, Subd. 1 (a), clause 7* this TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S., Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

- (i) In making said determination, reliance has been placed upon (1) written representation made by the Rice County HRA to such effects; and (2) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the city council resolution approving the establishment of the District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

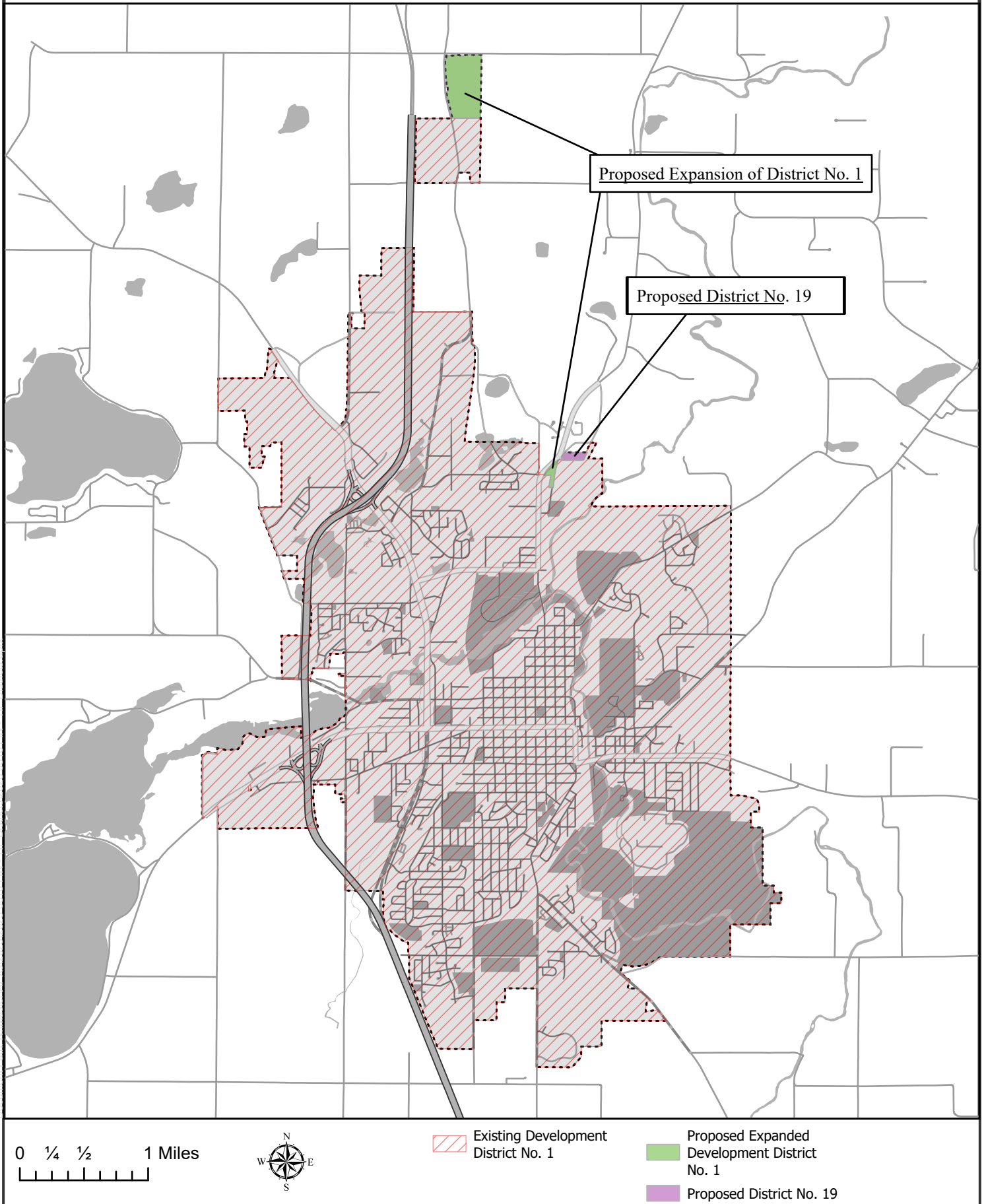
DISTRICT ADMINISTRATION

Administration of the District will be handled by the Director of Community & Economic Development.

Appendix A: Map of Development District No. 1 and the TIF District

Proposed Development District No. 1 Expansion and Proposed District No. 19

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



Appendix B: Estimated Cash Flow for the District

Twin Oaks Housing

City of Faribault, MN

Single-Family Development



ASSUMPTIONS AND RATES

DistrictType: Housing
 District Name/Number:
 County District #:
 First Year Construction or Inflation on Value 2024
 Existing District - Specify No. Years Remaining
 Inflation Rate - Every Year: 3.00%
 Interest Rate: 3.00%
 Present Value Date: 1-Aug-25
 First Period Ending 1-Feb-26
 Tax Year District was Certified: Pay 2024
 Cashflow Assumes First Tax Increment For Development: 2026
 Years of Tax Increment 26
 Assumes Last Year of Tax Increment 2051
 Fiscal Disparities Election [Outside (A), Inside (B), or NA] NA
 Incremental or Total Fiscal Disparities Incremental
 Fiscal Disparities Contribution Ratio 0.0000% Pay 2024
 Fiscal Disparities Metro-Wide Tax Rate 0.0000% Pay 2024
 Maximum/Frozen Local Tax Rate: 97.760% Pay 2024
 Current Local Tax Rate: (Use lesser of Current or Max.) 97.760% Pay 2024
 State-wide Tax Rate (Comm./Ind. only used for total taxes) 29.2940% Pay 2024
 Market Value Tax Rate (Used for total taxes) 0.18678% Pay 2024

Tax Rates

Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	
First \$100,000	0.25%
Over \$100,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	1819176007	Rice County HRA		103,800		103,800	100%	103,800	Pay 2024	Exempt	-	Hmstd. Res.	1,038	1
				103,800	0	103,800		103,800			0		1,038	

Note:

1. Base values are for pay 2024 based on review of County website on 4-11-24.
2. Located in SD #656

Twin Oaks Housing
City of Faribault, MN
Single-Family Development



PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2024	Percentage Completed 2025	Percentage Completed 2026	Percentage Completed 2027	First Year Full Taxes Payable
1	Single Family	361,000	346,940	22	7,632,680	Hmstd. Res.	76,327	3,469	50%	100%	100%	100%	2027
TOTAL					7,632,680		76,327						
Subtotal Residential				22	7,632,680		76,327						
Subtotal Commercial/Ind.				0	0		0						

Note:

1. Market values are based upon average sales price.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Single Family	76,327	0	76,327	74,617	0	0	14,256	88,873	4,039.70
TOTAL	76,327	0	76,327	74,617	0	0	14,256	88,873	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	88,873
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(14,256)
less Base Value Taxes	(1,015)
Annual Gross TIF	73,602

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	103,800
New Market Value - Est.	7,632,680
Difference	7,528,880
Present Value of Tax Increment	1,758,011
Difference	5,770,869
Value likely to occur without Tax Increment is less than:	5,770,869



Twin Oaks Housing
City of Faribault, MN
Single-Family Development

TAX INCREMENT CASH FLOW														
% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	38,163	(1,038)	-	37,125	97.760%	36,294	18,147	(65)	(1,808)	16,273	15,796	0.5	2026	02/01/26
							18,147	(65)	(1,808)	16,273	31,359	1	2026	02/01/27
100%	76,327	(1,038)	-	75,289	97.760%	73,602	36,801	(132)	(3,667)	33,002	62,452	1.5	2027	08/01/27
							36,801	(132)	(3,667)	33,002	93,087	2	2027	02/01/28
100%	78,617	(1,038)	-	77,579	97.760%	75,841	37,920	(137)	(3,778)	34,006	124,186	2.5	2028	08/01/28
							37,920	(137)	(3,778)	34,006	154,826	3	2028	02/01/29
100%	80,975	(1,038)	-	79,937	97.760%	78,147	39,073	(141)	(3,893)	35,039	185,931	3.5	2029	08/01/29
							39,073	(141)	(3,893)	35,039	216,576	4	2029	02/01/30
100%	83,404	(1,038)	-	82,366	97.760%	80,521	40,261	(145)	(4,012)	36,104	247,686	4.5	2030	08/01/30
							40,261	(145)	(4,012)	36,104	278,336	5	2030	02/01/31
100%	85,906	(1,038)	-	84,868	97.760%	82,967	41,484	(149)	(4,133)	37,201	309,450	5.5	2031	08/01/31
							41,484	(149)	(4,133)	37,201	340,105	6	2031	02/01/32
100%	88,484	(1,038)	-	87,446	97.760%	85,487	42,743	(154)	(4,259)	38,331	371,223	6.5	2032	08/01/32
							42,743	(154)	(4,259)	38,331	401,882	7	2032	02/01/33
100%	91,138	(1,038)	-	90,100	97.760%	88,082	44,041	(159)	(4,388)	39,494	433,005	7.5	2033	08/01/33
							44,041	(159)	(4,388)	39,494	463,667	8	2033	02/01/34
100%	93,872	(1,038)	-	92,834	97.760%	90,755	45,377	(163)	(4,521)	40,693	494,794	8.5	2034	08/01/34
							45,377	(163)	(4,521)	40,693	525,460	9	2034	02/01/35
100%	96,689	(1,038)	-	95,651	97.760%	93,508	46,754	(168)	(4,659)	41,927	556,590	9.5	2035	08/01/35
							46,754	(168)	(4,659)	41,927	587,259	10	2035	02/01/36
100%	99,589	(1,038)	-	98,551	97.760%	96,344	48,172	(173)	(4,800)	43,199	618,392	10.5	2036	08/01/36
							48,172	(173)	(4,800)	43,199	649,064	11	2036	02/01/37
100%	102,577	(1,038)	-	101,539	97.760%	99,264	49,632	(179)	(4,945)	44,508	680,200	11.5	2037	08/01/37
							49,632	(179)	(4,945)	44,508	710,875	12	2037	02/01/38
100%	105,654	(1,038)	-	104,616	97.760%	102,273	51,136	(184)	(5,095)	45,857	742,013	12.5	2038	08/01/38
							51,136	(184)	(5,095)	45,857	772,691	13	2038	02/01/39
100%	108,824	(1,038)	-	107,786	97.760%	105,371	52,686	(190)	(5,250)	47,246	803,831	13.5	2039	08/01/39
							52,686	(190)	(5,250)	47,246	834,511	14	2039	02/01/40
100%	112,088	(1,038)	-	111,050	97.760%	108,563	54,281	(195)	(5,409)	48,677	865,653	14.5	2040	08/01/40
							54,281	(195)	(5,409)	48,677	896,335	15	2040	02/01/41
100%	115,451	(1,038)	-	114,413	97.760%	111,850	55,925	(201)	(5,572)	50,151	927,478	15.5	2041	08/01/41
							55,925	(201)	(5,572)	50,151	958,162	16	2041	02/01/42
100%	118,915	(1,038)	-	117,877	97.760%	115,236	57,618	(207)	(5,741)	51,670	989,307	16.5	2042	08/01/42
							57,618	(207)	(5,741)	51,670	1,019,992	17	2042	02/01/43
100%	122,482	(1,038)	-	121,444	97.760%	118,724	59,362	(214)	(5,915)	53,233	1,051,138	17.5	2043	08/01/43
							59,362	(214)	(5,915)	53,233	1,081,824	18	2043	02/01/44
100%	126,157	(1,038)	-	125,119	97.760%	122,316	61,158	(220)	(6,094)	54,844	1,112,971	18.5	2044	08/01/44
							61,158	(220)	(6,094)	54,844	1,143,658	19	2044	02/01/45
100%	129,941	(1,038)	-	128,903	97.760%	126,016	63,008	(227)	(6,278)	56,503	1,174,806	19.5	2045	08/01/45
							63,008	(227)	(6,278)	56,503	1,205,494	20	2045	02/01/46
100%	133,840	(1,038)	-	132,802	97.760%	129,827	64,913	(234)	(6,468)	58,212	1,236,642	20.5	2046	08/01/46
							64,913	(234)	(6,468)	58,212	1,267,330	21	2046	02/01/47
100%	137,855	(1,038)	-	136,817	97.760%	133,752	66,876	(241)	(6,664)	59,972	1,298,479	21.5	2047	08/01/47
							66,876	(241)	(6,664)	59,972	1,329,167	22	2047	02/01/48
100%	141,990	(1,038)	-	140,952	97.760%	137,795	68,897	(248)	(6,865)	61,785	1,360,316	22.5	2048	08/01/48
							68,897	(248)	(6,865)	61,785	1,391,005	23	2048	02/01/49
100%	146,250	(1,038)	-	145,212	97.760%	141,959	70,980	(256)	(7,072)	63,652	1,422,153	23.5	2049	08/01/49
							70,980	(256)	(7,072)	63,652	1,452,842	24	2049	02/01/50
100%	150,638	(1,038)	-	149,600	97.760%	146,249	73,124	(263)	(7,286)	65,575	1,483,990	24.5	2050	08/01/50
							73,124	(263)	(7,286)	65,575	1,514,678	25	2050	02/01/51
100%	155,157	(1,038)	-	154,119	97.760%	150,666	75,333	(271)	(7,506)	67,556	1,545,826	25.5	2051	08/01/51
							75,333	(271)	(7,506)	67,556	1,576,514	26	2051	02/01/52
Total							2,731,409	(9,833)	(272,158)	2,449,418				
Present Value From 08/01/2025							1,758,011	(6,329)	(175,168)	1,576,514				
Present Value Rate							3.00%							

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 19 (Twin Oaks Housing), as required pursuant to *Minnesota Statutes, (M.S.) Section 469.175, Subdivision 3* are as follows:

1. *Finding that Tax Increment Financing District No. 19 (Twin Oaks Housing) is a housing district as defined in M.S., Section 469.174, Subd. 11.*

Tax Increment Financing District No. 19 (Twin Oaks Housing) consists of one (1) parcel. The development will consist of the construction of 22 single family homes for sale to income qualified buyers, all or a portion of which will receive tax increment assistance and will meet income restrictions described in *M.S. Section 469.1761*. At least 95% of the houses assisted with tax increment must be occupied with persons at 100% of median income for a family of two or less and 115% of median income for families of three or more. Median income under this provision is the greater of the statewide median or the county median.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in the TIF Plan is a housing district that meets the City's objectives for development of affordable for-sale housing. The cost of site and public improvements and utilities makes this housing development infeasible without City assistance. In order for the County HRA to price the homes at an affordable level the development is feasible only through assistance to the County HRA as the developer to pay for the required public improvements, site preparation and utilities, in part, from tax increment financing.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: This finding is justified on the grounds that the cost of site and public improvements and utilities add to the total development cost. The City reasonably determines that no other affordable for-sale housing development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 19 (Twin Oaks Housing) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan on April 15, 2024 and found that the expansion of the boundaries of Development District No. 1 to include recently annexed property into the city conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Tax Increment Financing District No. 19 (Twin Oaks Housing) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District No. 1 by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City. The TIF Plan also helps the City meet their goal of providing more affordable housing options in the City.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: May 14, 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 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. Resolution 2008-112 adopted June 10, 2008, approved a previous building expansion at the site.

The owner indicated the business has been at this location since the 1970s, with previous building expansions in the 1980s, 1990s, and 2008. Over this time, the owner acquired more property to accommodate equipment storage and display. Some equipment is stored on an adjoining parcel under separate ownership. The Development Review Committee (DRC) noted zoning issues related to using multiple parcels for one business operation. To address the zoning issues, the DRC recommended additional planning and zoning applications in its proposed conditions of approval. The key conditions are as follows:

1. Remove an existing driveway that encroaches onto the interstate highway right-of-way or provide documentation that MnDOT has authorized the driveway encroachment.
2. Restore and maintain the required 25-foot wide shoreline buffer along the lake as measured from the ordinary high water level as determined by the DNR (978.8' above sea level).
3. Combine the owner's three parcels through a platting process or other City-approved process, or rezone the parcels to include a planned unit development overlay district.
4. Remove unused sign structures or obtain a variance to allow the re-use of the existing sign structures and the installation of new signs.

5. Remove an existing entrance gate that encroaches onto the 30th Avenue NW right-of-way or obtain an encroachment agreement with the City to allow the gate to remain as-is.
6. Remove equipment stored from the adjacent parcel west of the owner's dealership property unless a zoning text amendment application is submitted by the applicant and approved by the City or work the owner of the adjacent parcel to receive the appropriate City approvals for the outdoor storage. Potential City approvals may include but not be limited to a zoning text amendment (which may include a conditional use permit) or rezoning to a planned unit development overlay (which may include all parcels used by the dealership).

The Planning Commission reviewed this application on April 15, 2024, and unanimously approved the findings for the approval of the conditional use permit application. The Planning Commission recommended that the City Council approve the application. After approval by the Planning Commission, the City Staff revised the approval conditions in the draft resolution to address the timeline for the completion of the conditions and allow alternative solutions to address the zoning issues at the site.

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. Planning Commission report and attachments

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, General Manager of Matejcek Implement and agent for BEM Holdings LLC (the "Owner"), applied for a conditional use permit for development in the Shoreland Management Overlay District, allowing construction of a new building addition for Matejcek Implement at 3040 Hwy 60 W (the "Property"), legally described in Exhibit A; and

WHEREAS, City Council previously approved Resolution #2008-112 on June 10, 2008, granting a conditional use permit for a building addition to the primary structure on the Property; and

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

WHEREAS, City Staff notified the Minnesota Department of Natural Resources of the conditional use permit request; and

WHEREAS, the proposed site plans for the building addition are consistent with the provisions of Faribault'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 written findings:

- 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 replace an existing building section at a new location further from the lakeshore and the adjoining Interstate 35 right-of-way. The plans are not detrimental to or endanger the public health, safety, comfort, convenience, or general welfare of nearby properties or adjacent natural resources.

- 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 proposed development plan improves the existing Property by moving development farther away from the water and MNDOT right-of-way. The new development is not injurious to other Property in the vicinity. The proposed development does not impair normal and orderly development.

- 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 plan is compatible with existing development on site and with the surrounding area's character.

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

Finding: The proposed development will be separated from neighboring properties, resulting in a greater setback from the Interstate 35 right-of-way than 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 not likely to diminish the value of neighboring properties.

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

Finding: Public sewer, 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.

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

Finding: The proposed building addition will increase separation from the Interstate 35 right-of-way, allowing for improved onsite circulation. The proposal will not affect traffic on public streets.

- 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 Overlay District will be in previously developed areas devoid of natural vegetation. The proposal includes moving development away from the water, which is an improvement and lessens the Property's impact on natural resources. 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: Faribault's Land Use Plan guides the subject Property for commercial development and meets the plan's policies and recommendations.

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, supported by the conditions in this resolution, is consistent with 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: City Staff provided the Minnesota Department of Natural Resources (DNR) staff with the proposed development for their evaluation. The development will result in a greater structural separation from the lakeshore than presently exists, and any shoreland buffer areas that do not meet DNR requirements will be restored. The City Engineer will review construction-level drawings for compliance with stormwater and erosion controls. The development plan is consistent with the City's Unified Development Ordinance requirements.

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

Finding: The proposed site of the building addition will not be directly visible from the lake. The rest of the existing structure is not changing but is viewable from the water.

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 current and proposed use of the site as a retail business does not generate any watercraft use.

WHEREAS, City Shoreland Management Overlay District regulations require a minimum twenty-five (25) foot vegetated strip along the lakeshore, not the thirty (30) foot buffer required by Resolution #2008-112; and

WHEREAS, the City Council held a public meeting on May 14, 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 addition on an existing commercial building in the Shoreland Management Overlay District consistent with the provisions of Faribault'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. The Owner must obtain all required permits before beginning construction on the proposed building addition and associated site improvements.
2. Before the City will issue a certificate of occupancy for the new addition, the Owner must remove the existing driveway encroaching into Interstate Highway 35 right-of-way and restore the site subject to a MnDOT permit, unless allowed by a MnDOT

permit or a copy of an encroachment agreement between MnDOT and the Owners is provided to the City.

3. Before the City will issue a certificate of occupancy, the Property must be consistent with the shoreline buffer requirements, including the following standards:
 - a. The Owner must restore and maintain the required twenty-five (25) foot wide vegetated shoreline buffer along the lakeshore of all properties used by the dealership (as shown in Exhibit C). The 25-foot buffer is measured from the lake's ordinary high water line (elevation 978.8' ASL).
 - b. The Owner must ensure the shoreline buffer area is not mown, clear-cut, or similarly altered in a manner inconsistent with the shoreline buffer requirements.
 - c. The Owner must ensure that no equipment, vehicles, or materials are in the required 25-foot shoreline buffer area.
 - d. The Owner must provide signage that properly delineates shoreland protection boundary area per the direction of the City Engineer.
4. Before the City will issue a certificate of occupancy, the Owner must combine the Owner's three parcels (PID # 18.35.1.50.008, PID # 18.35.1.50.012, and PID # 18.35.1.50.013) through a platting process or other City-approved process, or rezone the parcels to include a planned unit development overlay zoning district.
5. The Owner acknowledges that outdoor storage of dealership equipment has expanded onto the parcel west of the dealership (PID# 18.35.2.75.001, owned by West Side Development Company property) and that the existing outdoor storage is inconsistent with the City's ordinances. Before the City will issue a certificate of occupancy for the proposed building addition associated with this conditional use permit, the Owner must remove the dealership equipment from the adjacent parcel in a manner consistent with the City's ordinances or work with the adjacent property owner to receive the appropriate City approvals for the outdoor storage. Potential City approvals may include but are not limited to a zoning text amendment (which

may require a conditional use permit) or rezoning to a planned unit development (which may include all parcels used by the dealership).

6. Before the City will issue a certificate of occupancy, the Owner must remove the unused sign structures on the Property unless the Owner applies for and receives City-approved variances and sign permits to re-use the sign structures.
7. Before the City will issue a certificate of occupancy, the Owner must remove the existing entrance gate that encroaches onto the 30th Avenue NW right-of-way, or the Owner must obtain (at the Owner's expense) an encroachment agreement with the City before the City to allow the gate to remain as-is.
8. The Owner must submit a site plan application to the City and obtain City site plan approval before the City will issue a building permit to allow construction on the site.

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

1. This conditional use permit is automatically void if the proposed construction does not commence within one (1) year of approval unless the City Council grants a petition to extend the approval period before its expiration.
2. No 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.
3. 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.
4. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of the conditional use permit.
5. This conditional use permit is subject to the Faribault Code of Ordinances requirements. The Owner must comply with all

applicable federal, state, and local laws, rules, and ordinances and obtain such other permissions and permits as may be required.

6. Violating 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 Owner 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.
7. 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 Owner's obligations under this permit shall also be the obligations of any subsequent Owners or assigns of the Property.
8. Use of the subject Property for the uses allowed by this conditional use permit shall be deemed acceptance of, and agreement to, the terms and conditions of the conditional use permit without qualification, limitation, or reservation.
9. 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. The City may waive the construction deadline associated with the proposed City-owned parking lot.
10. 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: May 14, 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

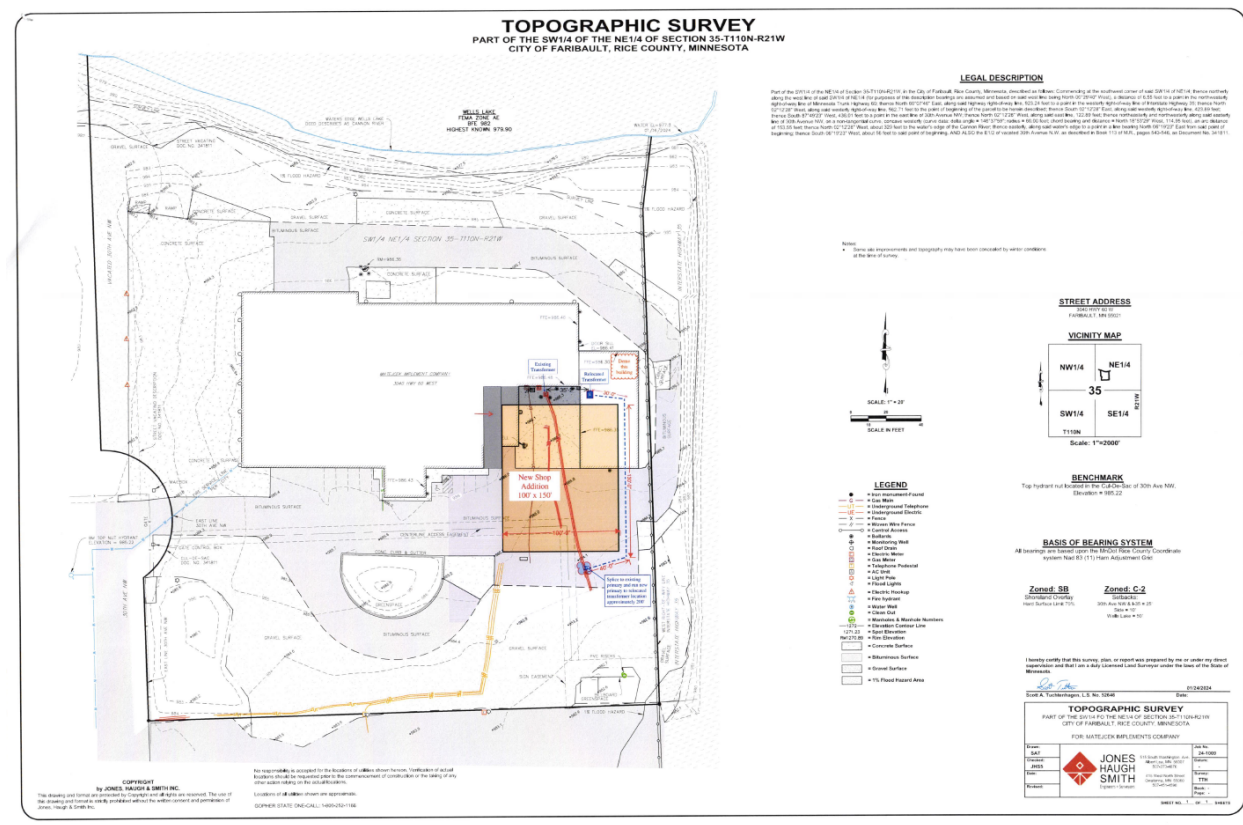


Exhibit C Shoreline Buffer Area

DEPICTION OF THE SHORELINE BUFFER AREA





REQUEST FOR PLANNING COMMISSION ACTION

TO: Planning Commission
THROUGH: Harry Davis, City Planner
FROM: Peter Waldock, Planning and Zoning Coordinator
MEETING DATE: April 15, 2024
SUBJECT: Application to amend a previously granted conditional use permit for a building expansion within the Shoreland Overlay at 3040 Hwy 60 W

Background:

Blake Matejcek, of BEM Holdings LLC, 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 Matejcek Implement building located at 3040 Highway 60 W, in Shoreland Management Overlay District. The DRC reviewed this application on April 2, 2024 and recommended approval with conditions noted in their review memo (attached with this report).

A detailed staff report is provided below that outlines the key aspects of this site. The attached draft resolution includes findings in support of the requested conditional use permit for development within the Shoreland Management District as required.

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.

Attachments:

1. Draft Resolution to Approve a CUP for Development in the Shoreland Dist at 3040 Hwy 60 W
2. Staff report and Attachments

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2024-____

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, City Staff notified the Minnesota Department of Natural Resources of the conditional use permit request; 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 written findings:

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

Expanded Finding: The proposed building addition in the Shoreland Management Overlay District will 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 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.**

Expanded Finding: The proposed development plan is consistent with the provisions of the City's Unified Development Ordinance.

- 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.**

Expanded Finding: The proposed development plan is 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.**

Expanded Finding: The proposed development will be separated from neighboring properties and will result in a greater setback from the Interstate 35 right of way than currently exists.

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

Expanded Finding: The proposed development adds value to the subject site and is not likely to 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.**

Expanded 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.**

Expanded Finding: The proposed building addition will not create new demands for facilities and services at public cost.

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.**

Expanded 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 affect traffic on public streets.

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.**

Expanded 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.**

Expanded Finding: The City's Land Use Plan guides the subject property for commercial development. The addition will not adversely affect Faribault's natural resources.

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

Expanded Finding: The proposed development is consistent with setback 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.

Expanded Finding: City Staff provided the Minnesota Department of Natural Resources (DNR) staff with the proposed development for their evaluation. The development will result in a greater structural separation from the lakeshore than presently exists. The development plan is consistent with the City's Unified Development Ordinance requirements.

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

Expanded Finding: The proposed site of the building addition in this case will not be directly visible from the lake.

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

Expanded 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.

Expanded Finding: The current and proposed use of the site as Farm and Construction Equipment Dealership does not generate any watercraft use.

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. This conditional use permit will be automatically voided if the proposed construction has not commenced within one (1) year of approval unless the City Council has granted a petition for a time extension before its expiration.
3. The driveway encroaching into Interstate Highway 35 right of way should be removed unless an encroachment agreement between MnDOT and the Owners is provided.
4. A twenty-five (25) foot wide vegetated shoreline buffer must be restored along the Lakeshore, measured from the ordinary high water line (elevation 978.8' ASL) of the lake.
5. All equipment and materials must be moved away from the lake to avoid placement in the required twenty-five (25) foot shore impact buffer restoration area.

6. Shoreland protection boundary area signage must be installed at appropriate intervals along the twenty-five (25) foot wide shoreline buffer.
7. 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.
8. The equipment storage area on the Westside Development Company property (west of the subject site) should be removed or that area of the parcel be combined with the dealership lot to correct zoning issues created by this situation.
9. Unused sign structures must be removed unless the expired variances are re-approved by the City and separate sign permits are issued.
10. 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.
11. A separate site plan review application is required for the building addition project.

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

1. Approval and recording of the RIVERCHASE ADDITION plat and associated purchase and development agreement.
2. No 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.
3. 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.
4. The City may inspect the property at all reasonable times for purposes of ensuring compliance with the conditions of the conditional use permit.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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. The City may waive the construction deadline associated with the proposed City-owned parking lot.
10. 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:

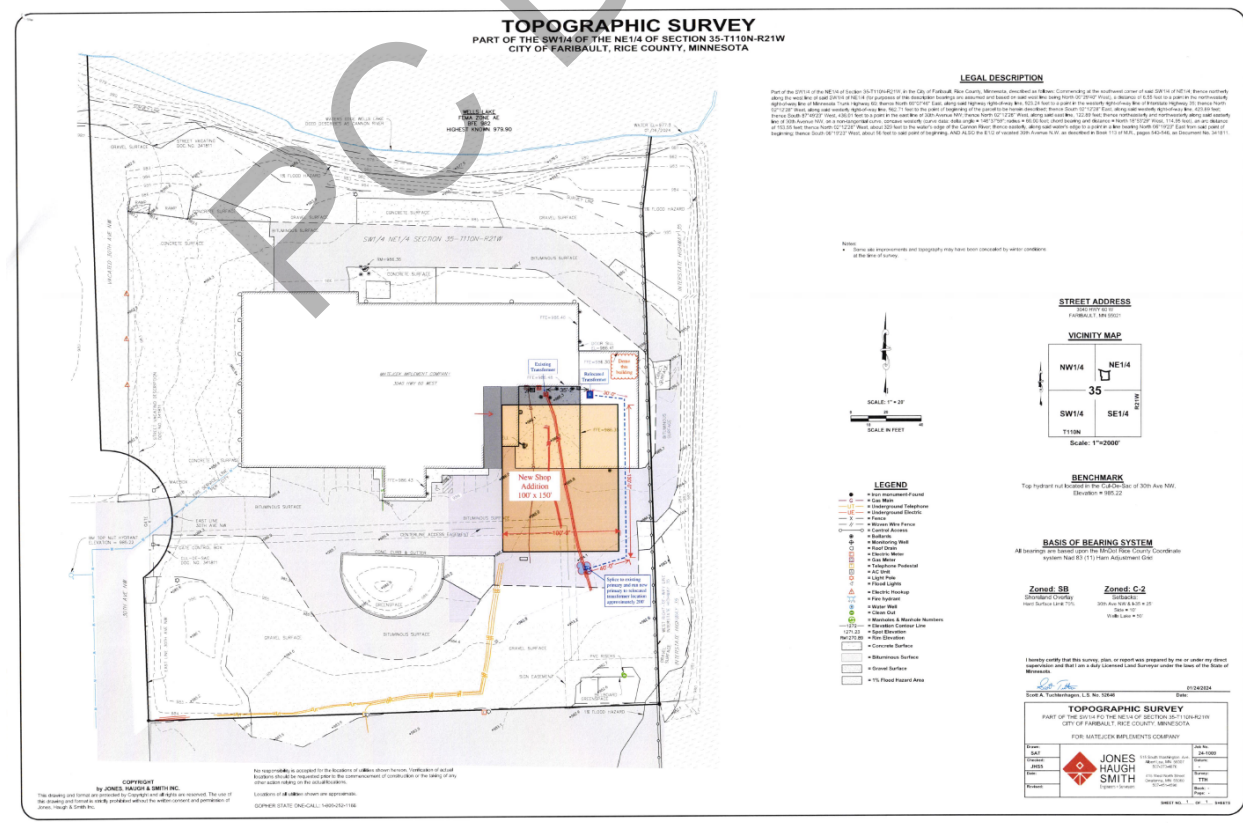
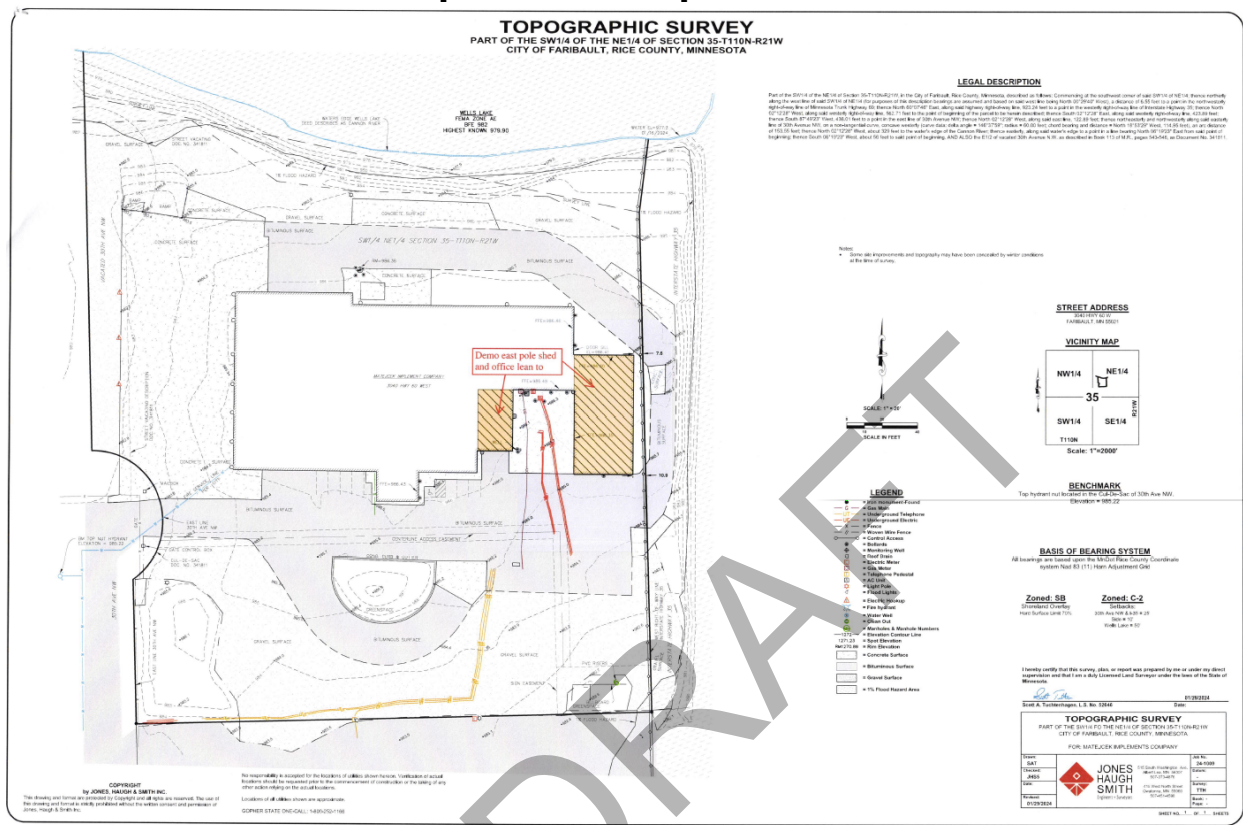
Jessica L. Kinser, City Administrator

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



Results:

Parcel ID - 1835150013
Address - 3050 HWY 60 W
Owner - BEM HOLDINGS LLC
Acres - 2.42

View: [Report](#) | [Pictometry](#)
Imagery | [Google Maps](#)

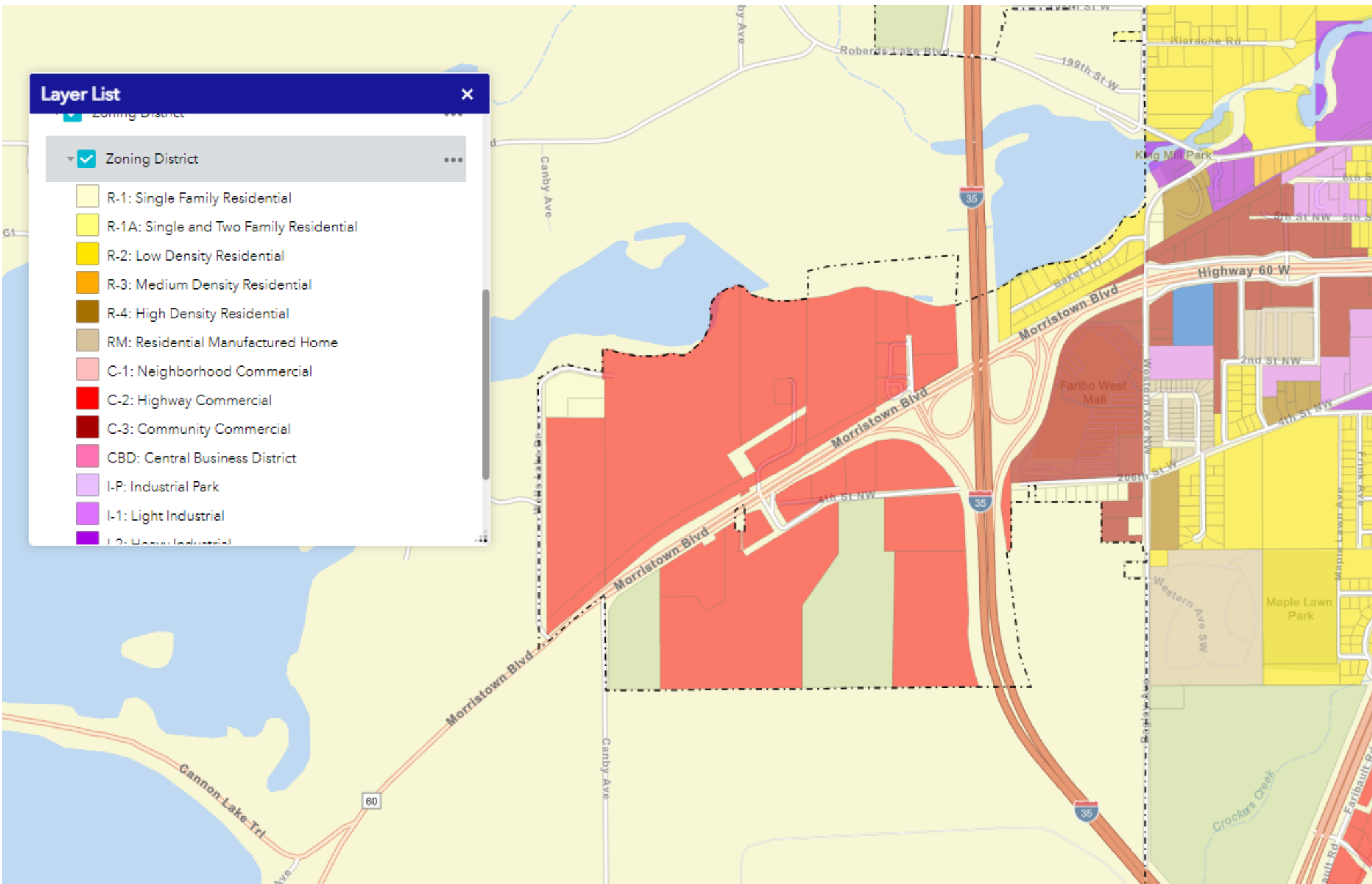
Parcel ID - 1835150012
Address - 3040 HWY 60 W
Owner - BEM HOLDINGS LLC
Acres - 5.3

View: [Report](#) | [Pictometry](#)
Imagery | [Google Maps](#)

Parcel ID - 1835150008
Address - 0 24TH ST NW
Owner - BEM HOLDINGS LLC
Acres - 3.4

View: [Report](#) | [Pictometry](#)
Imagery | [Google Maps](#)

Zoning Map 3040 Hwy 60 W



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)**

D

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.

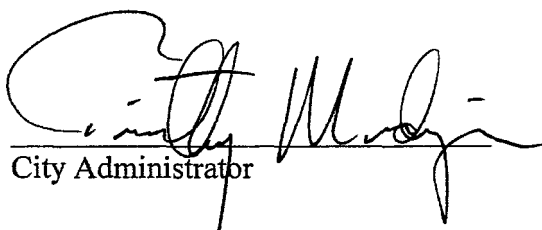
Adopted this 10th day of June, 2008.

City of Faribault



Charles Ackman, Mayor

ATTEST:



City Administrator

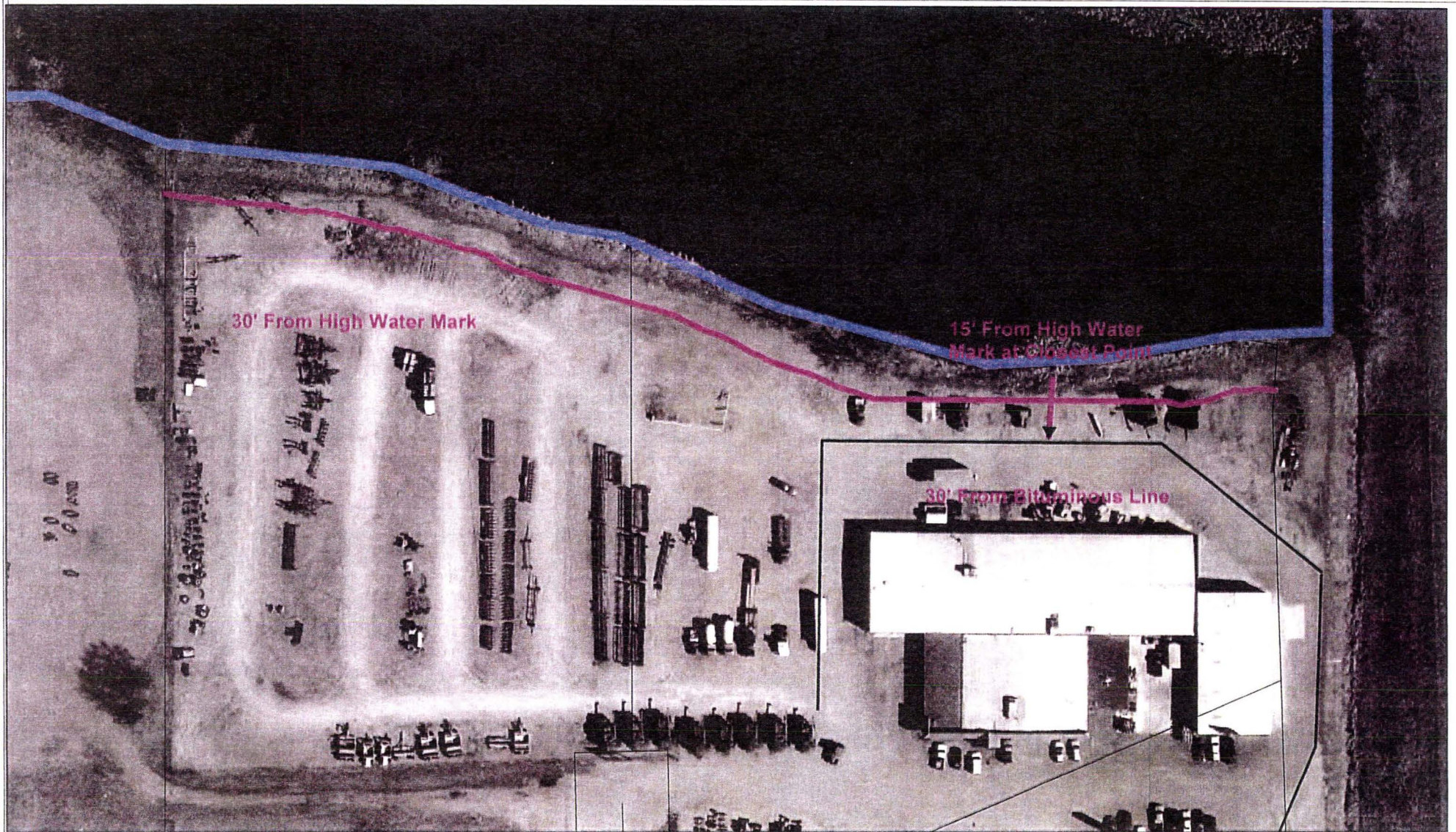
EXHIBIT A

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.

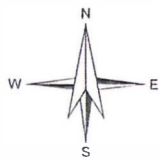
Part of the Southwest Quarter of the Northeast Quarter of Section 35, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the city of Faribault, Rice County, Minnesota, described as follows:

----- 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



0 55 110 220 330 Feet

1 inch equals 100 feet

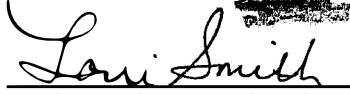
Exhibit B

Legend

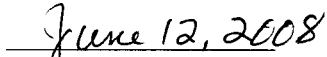
- | | |
|---|---|
|  waterbodies |  Parcel |
|  Matejcek Bit Line |  Current City Limits |

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



Date



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 Matejck 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

TOPOGRAPHIC SURVEY
PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

LEGAL DESCRIPTION

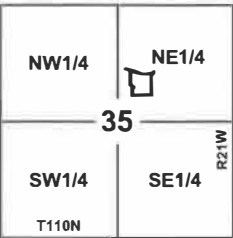
Part of the SW1/4 of the NE1/4 of Section 35-T110N-R21W, in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW1/4 of NE1/4; thence northerly along the west line of said SW1/4 of NE1/4 (for purposes of this description bearings are assumed and based on said west line being North 00°29'40" West), a distance of 5.55 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 02°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 02°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 NW; thence North 02°12'28" West, along said east line, 122.88 feet; thence northerly and northwesterly along said easterly line of 30th Avenue NW, 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 02°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 06°19'23" East from said point of beginning; thence South 06°19'23" West, about 56 feet to said point of beginning, AND ALSO the E1/2 of vacated 30th Avenue NW, as described in Book 113 of M.R., pages 543-546, as Document No. 341811.

Notes:
Some site improvements and topography may have been concealed by winter conditions at the time of survey.

STREET ADDRESS

3040 HWY 60 W
FARIBAULT, MN 55021

VICINITY MAP



Scale: 1"=2000'

BENCHMARK

Top hydrant nut located in the Cul-De-Sac of 30th Ave NW.
Elevation = 985.22

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDOT Rice County Coordinate system Nad 83 (11) Harm Adjustment Grid

Zoned: SB

Shoreland Overlay
Hard Surface Limit 70%

Zoned: C-2

Setbacks:
30th Ave NW & I-35 = 25'
Side = 10'
Wells Lake = 50'

LEGEND

- Iron monument-Found
- G = Gas Main
- UT = Underground Telephone
- UE = Underground Electric
- X = Fence
- W = Woven Wire Fence
- Control Access
- Bollards
- Monitoring Well
- Roof Drain
- Electric Meter
- Gas Meter
- Telephone Pedestal
- AC Unit
- Light Pole
- Flood Lights
- Electric Hookup
- Fire hydrant
- Water Well
- Clean Out
- Manholes & Manhole Numbers
- Elevation Contour Line
- Spot Elevation
- Rim Elevation
- Concrete Surface
- Bituminous Surface
- Gravel Surface
- 1% Flood Hazard Area

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No responsibility is accepted for the locations of utilities shown hereon. Verification of actual locations should be requested prior to the commencement of construction or the taking of any other action relying on the actual locations.

Locations of all utilities shown are approximate.

GOPHER STATE ONE-CALL: 1-800-252-1166

01/29/2024
Scott A. Tuchenhagen, L.S. No. 52646
Date:
TOPOGRAPHIC SURVEY
PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA
FOR: MATEJCEK IMPLEMENTS COMPANY
Drawn: SAT
Checked: JHS
Dated: 01/29/2024
Job No. 24-1009
Datum: +
Survey: TTH
Book: +
Page: +
515 South Washington Ave.
Albert Lea, MN 56007
507-373-4676
415 West North Street
Ovaloma, MN 55080
507-451-4596
Engineers & Surveyors
JONES HAUGH SMITH
SHEET NO. 1 OF 1 SHEETS

TOPOGRAPHIC SURVEY
PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

LEGAL DESCRIPTION

Part of the SW1/4 of the NE1/4 of Section 35-T110N-R21W, in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW1/4 of NE1/4; thence northerly along the west line of said SW1/4 of NE1/4 (for purposes of this description bearings are assumed and based on said west line being North 00°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 02°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 02°12'28" East, along said westerly right-of-way line, 423.89 feet; thence South 87°49'23" West, 436.01 feet to a point in the east line of 30th Avenue NW; thence North 02°12'28" West, along said east line, 122.89 feet; thence northeasterly and northwesterly along said easterly line of 30th Avenue NW, on a non-tangential curve, concave westerly (curve data: delta angle = 146°37'59", radius = 60.00 feet; chord bearing and distance = North 18°53'23" West, 114.95 feet), an arc distance of 153.55 feet; thence North 02°12'28" West, about 328 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 06°19'23" East from said point of beginning; thence South 06°19'23" West, about 56 feet to said point of beginning, AND ALSO the E1/2 of vacated 30th Avenue NW, as described in Book 113 of M.R., pages 543-546, as Document No. 341811.

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STREET ADDRESS

3040 HWY 60 W
FARIBAULT, MN 55021

VICINITY MAP



Scale: 1"=2000'

BENCHMARK

Top hydrant nut located in the Cul-De-Sac of 30th Ave NW.
Elevation = 985.22

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Rice County Coordinate system Nad 83 (11) Harm Adjustment Grid

Zoned: SB

Shoreland Overlay
Hard Surface Limit 70%

Zoned: C-2

Setbacks:
30th Ave NW & I-35 = 25'
Side = 10'
Wells Lake = 50'

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 Minnesota.

Scott A. Tuchtenhagen, L.S. No. 52646 Date: 01/29/2024

TOPOGRAPHIC SURVEY

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

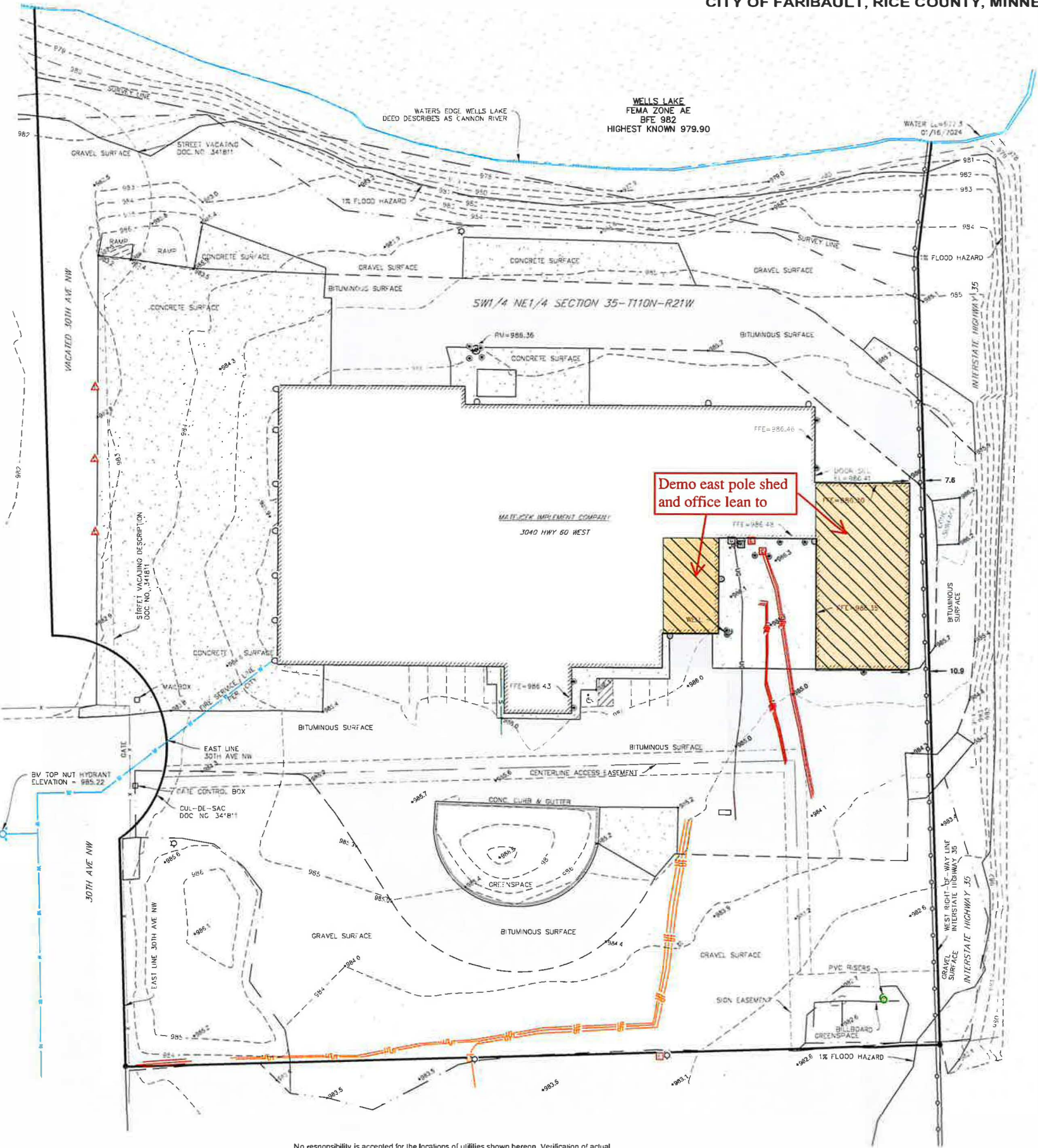
FOR: MATEJCEK IMPLEMENTS COMPANY

Drawn: SAT	Job No. 24-1009
Checked: JHS5	Drawn: TTH
By: JHS	Surveyed: TTH
Revised: 01/29/2024	Book: Page:



515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876
415 West North Street
Owatonna, MN 55060
507-451-4598

SHEET NO. 1 OF 1 SHEETS



No responsibility is accepted for the locations of utilities shown hereon. Verification of actual locations should be requested prior to the commencement of construction or the taking of any other action relying on the actual locations.

Locations of all utilities shown are approximate.

GOPHER STATE ONE-CALL: 1-800-252-1166

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TOPOGRAPHIC SURVEY
PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAUT, RICE COUNTY, MINNESOTA

LEGAL DESCRIPTION

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Notes:
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STREET ADDRESS

3040 HWY 60 W
FARIBAUT, MN 55021

VICINITY MAP



Scale: 1"=2000'

BENCHMARK

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Elevation = 985.22

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Rice County Coordinate system Nad 83 (11) Ham Adjustment Grid

Zoned: SB

Shoreland Overlay
Hard Surface Limit: 70%

Zoned: C-2

Setbacks:
30th Ave NW & I-35 = 25'
Side = 10'
Wells Lake = 50'

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 Minnesota.

Scott A. Tuchtenhagen, L.S. No. 52646

Date: 01/24/2024

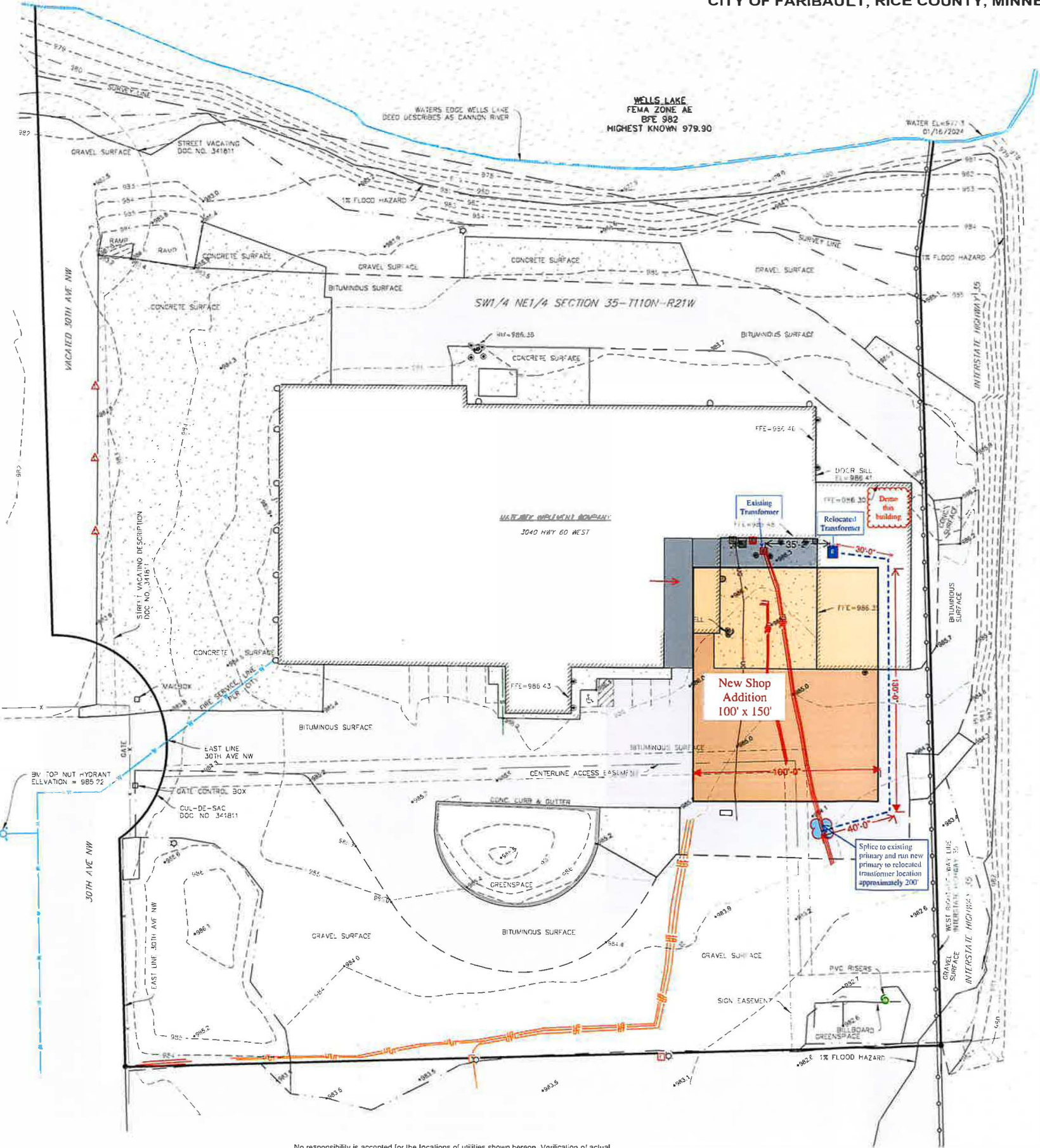
TOPOGRAPHIC SURVEY

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAUT, RICE COUNTY, MINNESOTA

FOR: MATEJCEK IMPLEMENTS COMPANY

Drawn: SAT	Checked: JHS5	Date: Revised:	Job No. 24-1009	Survey: TTH	Block: Page:
JONES HAUGH SMITH Engineering - Surveyors			515 South Washburn Ave. Albert Lea, MN 56007 507.373.4876 415 West North Street Ovalton, MN 55060 507.451.4598		

SHEET NO. 1 OF 1 SHEETS



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TOPOGRAPHIC SURVEY
PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

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

LEGAL DESCRIPTION

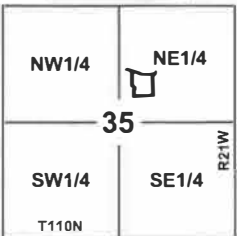
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STREET ADDRESS

3040 HWY 60 W
FARIBAULT, MN 55021

VICINITY MAP



Scale: 1"=2000'

BENCHMARK

Top hydrant nut located in the Cul-De-Sac of 30th Ave NW.
Elevation = 985.22

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Rice County Coordinate system Nad 83 (11) Harm Adjustment Grid

Zoned: SB

Shoreland Overlay
Hard Surface Limit 70%

Zoned: C-2

Setbacks:
30th Ave NW & I-35 = 25'
Side = 10'
Wells Lake = 50'

LEGEND

- = Iron monument-Found
- C— = Gas Main
- UT— = Underground Telephone
- UE— = Underground Electric
- X— = Fence
- //— = Woven Wire Fence
- = Control Access
- ⊙ = Bollards
- ⊕ = Monitoring Well
- ⊖ = Roof Drain
- ⊗ = Electric Meter
- ⊙ = Gas Meter
- ⊙ = Telephone Pedestal
- ⊙ = AC Unit
- ⊙ = Light Pole
- ⊙ = Flood Lights
- ⊙ = Electric Hookup
- ⊙ = Fire hydrant
- ⊙ = Water Well
- ⊙ = Clean Out
- ⊙ = Manholes & Manhole Numbers
- 1272— = Elevation Contour Line
- 1271.23— = Spot Elevation
- RM1270.89— = Rim Elevation
- = Concrete Surface
- = Bituminous Surface
- = Gravel Surface
- = 1% Flood Hazard Area

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TOPOGRAPHIC SURVEY	
PART OF THE SW1/4 OF THE NE1/4 OF SECTION 35-T110N-R21W	
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA	
FOR: MATEJCEK IMPLEMENTS COMPANY	
Drawn: SAT	Job No. 24-1009
Checked: JHS	Survey: TTH
Date: 01/29/2024	Book: Page:

JONES
HAUGH
SMITH
Engineers & Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4878

<15 West North Street
Owatonna, MN 55050
507-451-4598

LEGAL DESCRIPTION

Part of the SW1/4 of the NE1/4 of Section 35-T110N-R21W, in the City of Fairbairn, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW1/4 of NE1/4; thence northerly along the west line of said SW1/4 of NE1/4 (for purposes of this description bearings are assumed and said west line being North 02°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 02°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 02°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 NW; thence North 02°12'28" West, along said east line, 122.89 feet; thence northeasterly and northerly along said easterly line of 30th Avenue NW, 0.25 feet to a non-tangential curve, concave westerly (Curve data: curve angle 122.89 degrees; radius 122.89 feet; chord bearing and distance "North 53°51'36" West, 114.95 feet), an arc distance of 122.89 feet; thence North 35°15'12" East, along said curve to the water's edge of the Cannon River; thence northerly, along said water's edge to a point in the NE1/4 of Section 35-T110N-R21W said point of beginning; thence South 06°19'23" West, about 56 feet to said point of beginning; AND ALSO the E1/2 of tract 303rd Avenue N.W. as described in Book 113 of M.R., pages 543-546, as Document No. 341811.

Part of the SW1/4 of the NE1/4 of Section 35-11P-08N-R21W, in the City of Fairbault, Rice County, Minnesota, described as follows: Commencing at the southwest corner said SW1/4 of NE1/4; thence northerly along the west line of said SW1/4 of NE1/4 (for purposes of this description bearings are assumed and based on said west line being North 00°29'40" West), a distance of 6.55 feet to a point in the northerly 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 02°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 02°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 NW; thence North 02°12'28" West, along said east line, 122.89 feet; thence northerly and northerly along said easterly line of 30th Avenue NW, on a non-tangential curve, concave westerly (curve data: delta angle = 146°37'59"; delta = 60.00 feet; chord bearing and distance = North 18°53'29" West, 114.95 feet), an arc distance of 153.55 feet; thence North 02°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 06°19'23" East from said point of beginning; thence South 06°19'23" West, about 56 feet to said point of beginning. AND ALSO the E1/2 of vacated 30th Avenue N.W. as described in Book 113 of M.R., pages 543-546, as Document No. 341811.

0 20 40

SCALE IN FEET

NW1/4 NE1/4

35

SW1/4 SE1/4

T110N R21W

Top hydrant nut located in the Cul-De-Sac of 30th Ave NW.
Elevation = 985.22

All bearings are based upon the MnDot Rice County Coordinate
system Nad 83 (11) Harn Adjustment Grid

Zoned: C-2,
Setbacks:
 n Ave NW & I-35 = 25'
 Side = 10'
 Wells Lake = 50'

	= Iron monument-Found
	= Gas Main
	= Underground Telephone
	= Underground Electric
	= Fence
	= Woven Wire Fence
	= Control Access
	= Bollards
	= Monitoring Well
	= Roof Drain
	= Electric Meter
	= Gas Meter
	= Telephone Pedestal
	= AC Unit
	= Light Pole
	= Flood Lights
	= Electric Hookup
	= Fire hydrant
	= Water Well
	= Clean Out
	= Manholes & Manhole Numbers
	= Elevation Contour Line
	= Spot Elevation
	= Rim Elevation
	= Concrete Surface
	= Bituminous Surface
	= Gravel Surface
	= 1% Flood Hazard Area

Scott Tuttle

Scott A. Tuchtenhagen
Scott A. Tuchtenhagen, L.S. No. 52646

01/29/2024

Date:

PART OF THE SW1/4 FO THE NE1/4 OF SECTION 35-T110N-R21W
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

FOR: MATEJCEK IMPLEMENTS COMPANY



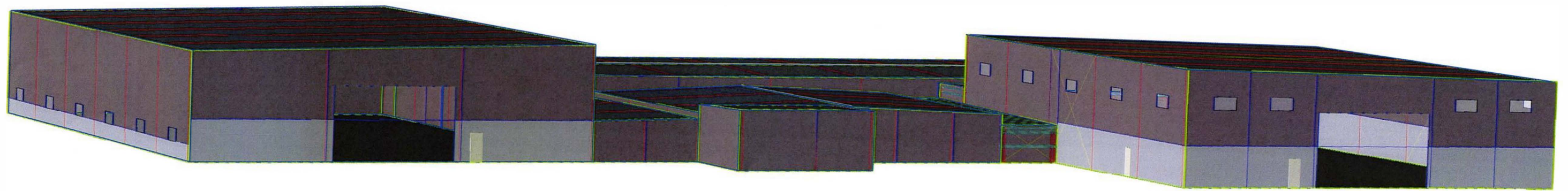
**JONES
HAUGH
SMITH**
Engineers + Surveyors

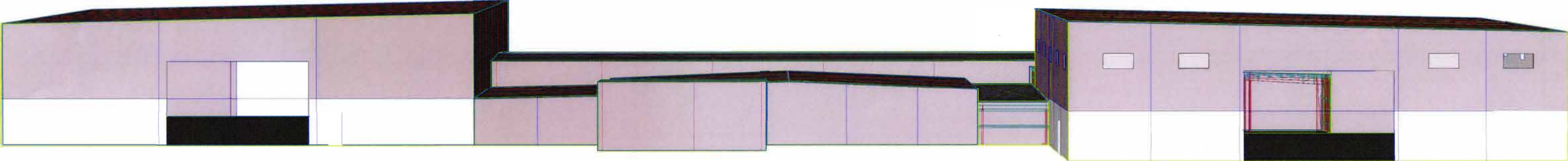
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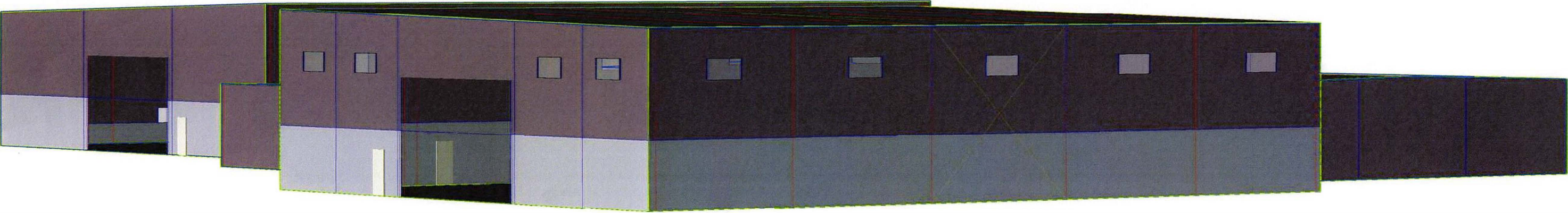
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SHEET NO. 1 OF 1 SHEETS

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[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

Datum: NGVD 29 (ft)

Date Set: 02/18/1981

Location: T109R21S4

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



Last 10 years of data, click to enlarge.



Questions?

Call 651-296-6157 or 888-646-6367

Email us: info.dnr@state.mn.us [✉](#)

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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.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-097 Approve New On-Sale Intoxicating Sunday Liquor License for J-Mo's Bowl LLC

Background:

The applicant, J-Mo's Bowl LLC, has submitted an application for an On-Sale Intoxicating Liquor License and Sunday Liquor License. The applicant will be operating at 1802 4th St NW. The applicant will abide by State statutes and City ordinances regarding all requirements and the hours of sale of alcoholic beverages. The Police Department is in the process of completing a background check and a review of the Certificate of Liability Insurance by the City Attorney is also in process.

If approved, the license will be in effect from May 15, 2024-December 31, 2024.

Recommendation:

Approve Resolution 2024-097.

Attachments:

1. Resolution 2024-097 Approve New On-Sale Intoxicating Sunday Liquor License for J-Mos Bowl LLC

CITY OF FARIBAULT

RESOLUTION #2024-097

APPROVE NEW ON-SALE INTOXICATING/SUNDAY LIQUOR LICENSE FOR J-MO'S BOWL LLC

WHEREAS, J-Mo's Bowl LLC, has submitted an application for an On-sale Intoxicating Liquor License and a Sunday Liquor License to be located at 1802 4th St NW, in the City of Faribault, consistent with Faribault City Code Chapter 4 and Minnesota Statutes, Chapter 340A; and

WHEREAS, J-Mo's Bowl LLC, has paid the required license fees and completed an application packet to request the license; and

WHEREAS, a thorough background investigation by the Faribault Police Department of the associates of J-Mo's Bowl LLC, is in process and pending certification by the Police Chief that the applicants have not been convicted of any violation of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the city attorney is in the process of reviewing J-Mo's Bowl LLC certificate of liquor liability insurance; and

WHEREAS, the State of Minnesota Alcohol and Gambling Enforcement Division will be consulted to determine that J-Mo's Bowl LLC, can operate as intended by holding an On-Sale Intoxicating Liquor License and a Sunday Liquor License.

NOW, THEREFORE BE IT RESOLVED, J-Mo's Bowl LLC, shall be issued an On-Sale Intoxicating Liquor License and Sunday Liquor License, for the term of May 15, 2024 through December 31, 2024.

Date Adopted: May 14, 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 & Economic Development Director
MEETING DATE: May 14, 2024
SUBJECT: Ordinance 2024-9 Approve a Zoning Text Amendment to Permit and Regulate EVSE and Charging Spaces on Private and Public Properties (Second Reading)

Background:

On April 23, 2024 City Council conducted the first reading of Ordinance 2024-9 to permit and regulate charging equipment for electric vehicles on private and public properties. The proposed ordinance did not change and is ready for a second reading.

Recommendation:

Approve Ordinance 2024-9 (Second Reading)

Attachments:

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

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: May 14, 2024

Publication: May 21, 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 & Economic Development Director
MEETING DATE: May 14, 2024
SUBJECT: Ordinance 2024-9 Summary Publication

Background:

Ordinance 2024-9 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 2024-9.

Recommendation:

Approve Summary Publication for Ordinance 2024-9

Attachments:

1. Ordinance 2024-9 Summary Publication

Summary Publication

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

On May 14, 2024, the Faribault City Council adopted Ordinance 2024-9 approving a zoning text amendment to permit and regulate electric vehicle supply equipment and charging spaces on private and public properties. 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 23, 2024
Second Reading: May 14, 2024
Publication: May 21, 2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 14, 2024
SUBJECT: Resolution 2024-091 Accept Bids for Airtech 2 Street, Utility and Stormwater Improvements - Contract 2022-07

Background:

On Wednesday, May 8, 2024, bids were received for the 2Airtech 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.

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

Airtech Court (Airtech Drive to Steele Waseca Substation)

The bids are tabulated as follows:

ICON, LLC, Dodge Center, MN	\$ 809,816.00
Heselton Construction, Faribault, MN	\$ 844,750.00
BCM Construction, Inc., Faribault, MN	\$ 884,153.00
A-1 Excavating, Inc., Bloomer, WI	\$ 975,955.00
Schumacher Excavating, Inc., Zumbrota, MN	\$ 976,931.50
Ryan Contracting Company, Elko-New Market, MN	\$1,075,293.50
Wendl Construction, Inc., Owatonna, MN	\$1,189,449.00
<i>Engineer's Estimate</i>	<i>\$1,019,231.50</i>

Based on the low bidder's prices, the estimated funding for the project is as follows (includes contingencies and engineering fees):

Special Assessments	\$ 794,200.00	76.5%
Storm Water Utility Fund (603)	\$ 243,700.00	23.5%
Total	\$ 1,037,900.00	100.0%

It is recommended to award to the low bidder, ICON, LLC. Construction on the project is scheduled to begin in June and be substantially completed by the end of September, 2024.

Recommendation:

Approve Resolution 2024-091

Attachments:

1. Resolution 2024-091 Accept Bids for Airtech 2 Street Utility and Stormwater Improvements 2022-07
2. 2022-07 Cover Sheets

CITY OF FARIBAULT

RESOLUTION #2024-091

**ACCEPT BIDS FOR AIRTECH 2 STREET, UTILITY AND STORMWATER
IMPROVEMENTS - CONTRACT 2022-07**

WHEREAS, pursuant to the advertisement for bids for the Airtech 2 Street, Utility and Stormwater Improvements project (Contract 2022-07) bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

ICON, LLC, Dodge Center, MN	\$ 809,816.00
Heselton Construction, Faribault, MN	\$ 844,750.00
BCM Construction, Inc., Faribault, MN	\$ 884,153.00
A-1 Excavating, Inc., Bloomer, WI	\$ 975,955.00
Schumacher Excavating, Inc., Zumbrota, MN	\$ 976,931.50
Ryan Contracting Company, Elko-New Market, MN	\$1,075,293.50
Wencl Construction, Inc., Owatonna, MN	\$1,189,449.00

and;

WHEREAS, it appears that ICON, LLC of Dodge Center, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with ICON, LLC in the name of the City of Faribault for Airtech 2 Street, Utility and Stormwater Improvements project (Contract 2022-07) in the amount of \$809,816.00 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Date Adopted: May 14, 2024

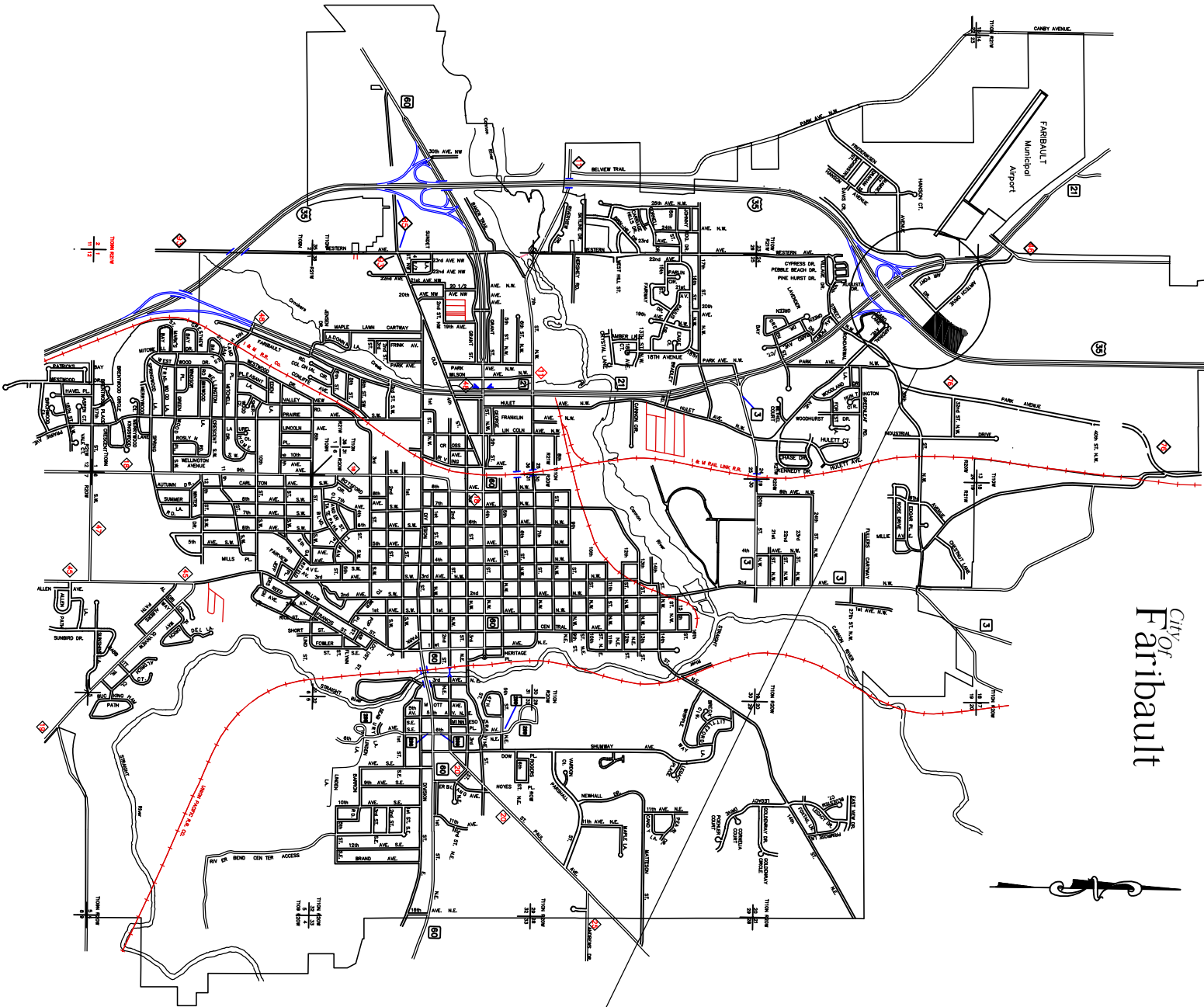
Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

2022 AIRTECH COURT - STREET & UTILITY EXTENSION
CONTRACT NO. 2022-07

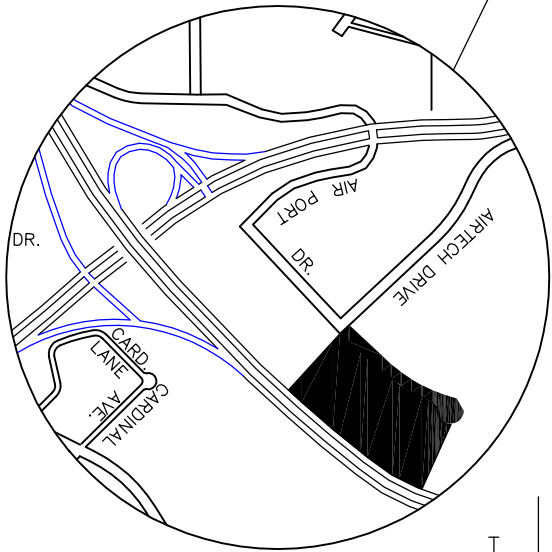


City of
Faribault



INDEX OF SHEETS	
SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2-3	TYPICAL SECTIONS/CONSTRUCTION DETAILS
SHEET NO. 4-5	REMOVALS/EXISTING CONDITIONS
SHEET NO. 6-7	ROAD PLAN & PROFILE
SHEET NO. 8	CULDESAC DETAILS
SHEET NO. 9	STORMWATER POND DETAILS
SHEET NO. 10-11	CROSS SECTION VIEWS
SHEET NO. 12-13	SWPPP/RESTORATION DETAILS
SHEET NO. 14	SWPPP PROJECT INFORMATION
SHEET NO. 15	NARRATIVE/CONSTRUCTION DETAILS
SHEET NO. 16	SOIL MAP

THIS PLAN CONTAINS 16 SHEETS



SCALES

15' SHEET 8
30' SHEETS 4,6,7,12
50' SHEETS 5,9,13

GOVERNING SPECIFICATIONS

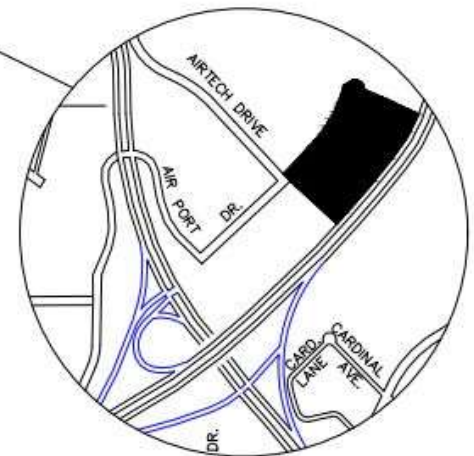
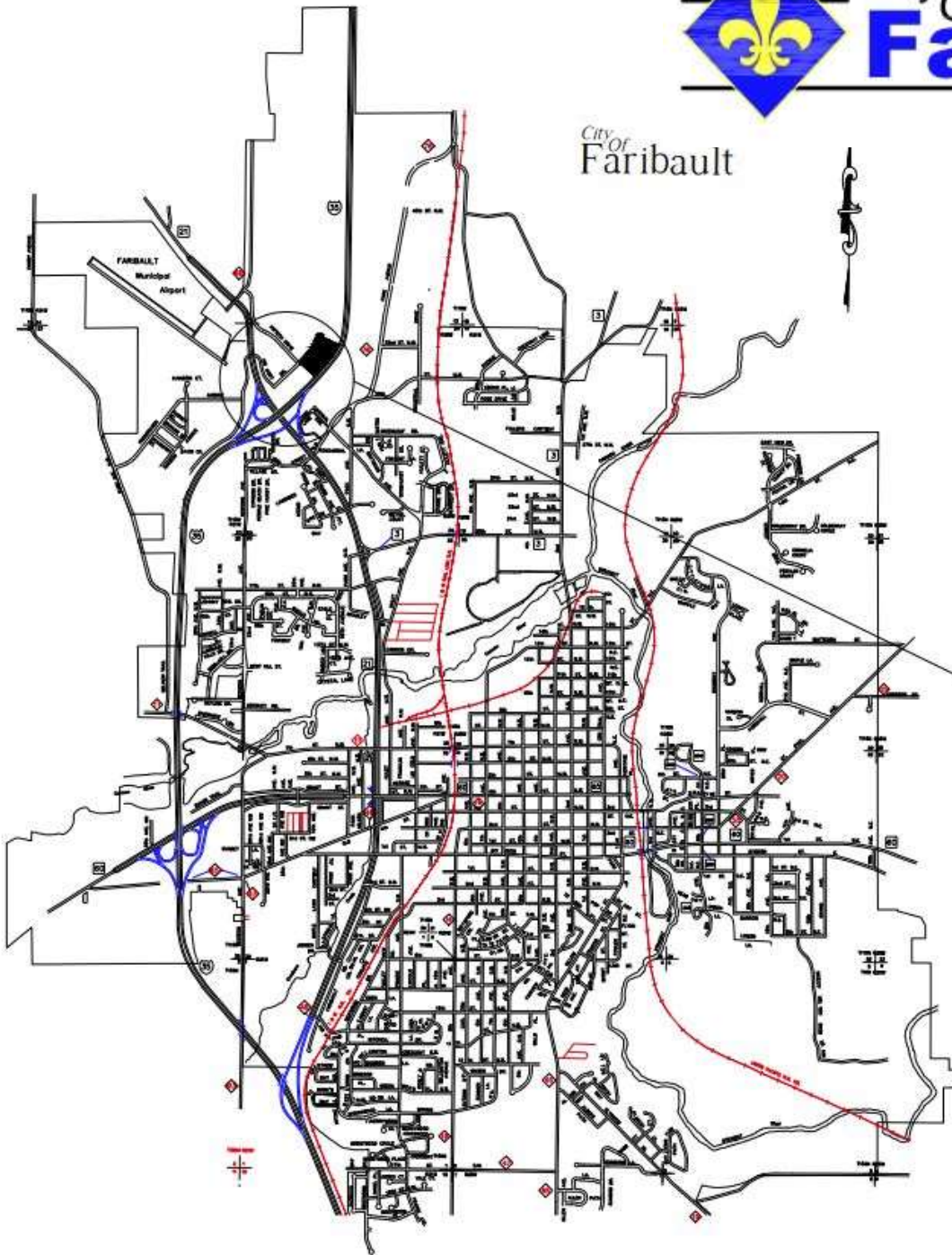
ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2022 EDITION, THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS – 2022 EDITION, AND THE SPECIAL PROVISIONS.

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

ALL UTILITY INFORMATION SHOWN IN THIS PLAN IS UTILITY QUALITY LEVEL "D".
THIS QUALITY LEVEL HAS BEEN DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2
ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE
UTILITY DATA".

CITY ENGINEER

City Of
Faribault



CONTRACT: 2022-07

PROJECT: 2022 AIRTECH COURT STREET & UTILITY EXTENSION

BID DATE: MAY 8, 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 4-5-2024