



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JULY 9, 2024

6:00 PM

1. Call to Order/Roll Call/Pledge of Allegiance

2. Approve Agenda

3. Presentations/Introductions

- A. Police Officer Introductions - Officer Billy Madson, Badge # 3237, and Officer Isaac Caron, Badge #3225

4. Approve minutes of the June 25, 2024 City Council Meeting, the June 25, 2024 Special City Council Meeting - Closed Session and the July 2, 2024 Emergency City Council Meeting.

- A. Minutes of the June 25, 2024 City Council Meeting, the June 25, 2024 Special City Council Meeting - Closed Session and the July 2, 2024 Emergency City Council Meeting

5. Requests to be Heard

6. Consent Agenda

- A. List of Claims for Release
- B. Resolution 2024-134 Appoint Election Judges for the 2024 Primary Election and General Election
- C. Resolution 2024-133 Approve Hiring Police Officer
- D. Resolution 2024-135 Approve Designation of Authorized Signers, Official Depository and Broker/Dealers for the City of Faribault
- E. Resolution 2024-137 Approve Pet Parade Street Closures and Parking Restrictions
- F. Approve Hangar Rental Agreement
- G. Approve Hangar Rental Agreement
- H. Resolution 2024-142 Approve LG230 Application to Conduct Off-Site Gambling
- I. Approve City of Faribault Title VI Plan for MnDOT FHWA Subrecipient
- J. Resolution 2024-143 Approve Hiring Economic Development Coordinator

7. Public Hearings – None

8. Items for Discussion

- A. Resolution 2024-125 Approve Acquisition of 505 Central Avenue (PID 18.31.1.26.051) and Authorize the Execution of the Purchase Agreement
- B. Ordinance 2024-11 Amend Chapter 17 of the Faribault City Code of Ordinances to Regulate City Code Violations Within the City (First Reading)
- C. Ordinance 2024-12 Amend Chapter 16 to Update Notification and Other Requirements (First Reading)
- D. Ordinance 2024-10 Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning (Second Reading)

1. Approve Summary Publication of Ordinance of Ordinance 2024-10
- E. Cashin/Stoneridge Fourth Addition - Easement Vacation; Preliminary Plat; Final Plat
 1. Ordinance 2024-13 Vacate a Portion of Drainage and Utility Easement at 1950 13th St NW (First Reading)
 2. Resolution 2024-138 Approve the Preliminary and Final Plats for Stoneridge Fourth Addition
- F. Kleeberger/Riverview Ridge Addition - Preliminary Plat; Final Plat; Variance; Conditional Use Permit (CUP)
 1. Resolution 2024-139 Approve the Preliminary and Final Plats for Riverview Ridge Addition
 2. Resolution 2024-140 Deny a Variance for Construction and Grading near Top of Bluff at 1150 Quartz Circle
 3. Resolution 2024-141 Approve a Conditional Use Permit for a Single Family Home in Shoreland at 1150 Quartz Circle

9. Bids - None

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.

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a accessibility@faribault.org.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga accessibility@faribault.org.



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JUNE 25, 2024

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

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

Approve Agenda

Motion by Ross, seconded by Doumbouya to Approve Agenda as presented and carried unanimously.

Presentations/Introductions – None

Approve minutes of the June 11, 2024 City Council Meeting

Motion by Thiele, seconded by Spooner to approve the June 11, 2024 City Council Meeting Minutes and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. List of Claims for Release
- B. Approve Hold Harmless and Indemnification Agreement with the Faribault Area Chamber of Commerce
- C. Resolution 2024-122 Accept Southeastern Minnesota Arts Council Grant
- D. Resolution 2024-123 Approve Hiring Assistant Finance Director
- E. Approve Quote for Well House Roofing Repairs
- F. Resolution 2024-126 Accept Donation to the Faribault Parks and Recreation Department
- G. Resolution 2024-127 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts
- H. Resolution 2024-128 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts
- I. Resolution 2024-129 Approve Premises Permit Application for Divine Mercy Catholic Church
- J. Authorize Execution of Merchant Vendor Agreement
- K. Resolution 2024-130 Approve Separation Agreement
- L. Resolution 2024-131 Approve Hiring Police Officer

Motion by Doumbouya, seconded by Caron to approve Consent Agenda Items A-L and carried unanimously.

Public Hearings – None

Items for Discussion

Resolution 2024-124 Authorize an Internal Loan for the Design, Construction and Equipping of Viaduct Park

City Administrator Jessica Kinser explained that at the May 21st, 2024 work session, the Council discussed the two bid packages for the first phase of Viaduct Park with the proposed change orders on the packages, and moved forward with approval of those contracts at the June 11th, 2024 City Council meeting. The Council also discussed total project costs including design and platting for the first bid packages as part of the conversation of the overall financing of the Viaduct Park project. Staff proposed an internal loan from the Sewer Fund to the Parkland Dedication Fund for the costs of the project, with repayment to occur from \$650,000 in franchise fees (\$630,000 gas/electric and \$20,000 sewer/water) annually to be credited to the Parkland Dedication Fund. The attached resolution accomplishes this internal loan in a not-to-exceed amount of \$6.3 million.

Kinser stated that this will be a revolving loan, meaning that funds will be moved to cover costs as needed rather than the not-to-exceed amount being transferred all at once. Payments on the loan will occur four times a year. The interest rate is 5 percent; however, this is subject to change based on the City's investment earnings. One unknown element that impacts the internal loan is how the fundraising by the Faribault Foundation will change the amortization table to reduce the principal and the life of the loan. At this time, with no donations to the project using the assumptions in the resolution, it is anticipated to take 13 years to pay off this loan.

Kinser explained that the not-to-exceed amount consists of the following incurred or projected costs:

- \$300,000 Design Fees (existing costs incurred in fund 404; this redirects cash to support other projects that are coming in over budget)
- \$5,400,000 Construction Costs Bid Package 1 & 2
- \$200,000 Furniture/Fixtures/Equipment
- \$75,000 Other Owner Costs (fiber, construction testing)
- \$325,000 Contingency

She also stated that the actual amount of the loan will depend upon the use of the contingency. Also, assuming the Council will move forward with the design and construction of an ice phase, this revolving loan resolution can be amended at that time to include the additional costs and increase the not-to-exceed amount.

Councilor Ross asked how often the interest rate would be reviewed, Kinser stated that they would review it throughout the year, as the payments will be done quarterly.

Motion by Ross, seconded by Doumbouya to approve Resolution 2024-124 Authorize an Internal Loan for the Design, Construction and Equipping of Viaduct Park and carried unanimously.

Ordinance 2024-10 Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning (First Reading)

Community and Economic Development Director David Wanberg stated that J.C. and Loni Ahlers, requests an ordinance amendment allowing laundromats and laundry services as a by-right use in C-1, Neighborhood Commercial zoning district. City Staff crafted an ordinance amendment based on the request and subsequent conversations. The amendment adds definitions and clarifies other code sections related to laundromats.

City Planner Harry Davis initially reviewed the codes of Owatonna, Lakeville, and Northfield for ideas on how they regulate laundromats and similar services. Based on feedback from Planning Commission work sessions, the City Planner sought additional peer cities to gain a better understanding of laundromat regulations in other cities. In summary, 8 out of 10 peer cities treat dry-cleaning, self-service laundromats, and other laundry services as a by-right, permitted use in their neighborhood-level or local service commercial zoning districts. None of the researched cities have performance standards attached to laundry businesses aside from regular noise/odor, general development, and zoning restrictions. Based on a conceptual comparison of laundromats with the uses currently permitted by right in C-1, the City Planner does not see laundromats as more intense or impactful on adjacent properties compared to currently allowed uses such as a bakery, discount store, hardware store, sporting goods, sports facility, or clinic. There may be different development and operational intensities of uses currently allowed, but in general, laundromats fit well with the other uses currently allowed in C-1.

The proposed amendment adheres to the comprehensive plan's core guiding principles and meets many goals, objectives, and policies in the plan's implementation section. It also meets the criteria for a zoning text amendment. Additionally, laundromats in C-1 are not different from other by-right uses already allowed, and the approach is similar to most peer cities researched.

The Planning Commission held a public hearing during their regularly scheduled June 17, 2024, meeting and recommended in favor of the proposal by a vote of 4-1. One commissioner dissented based on wanting laundromats and dry-cleaning establishments to be conditional uses, thereby allowing public input on aspects such as hours of operation, on-site attendants, lighting, and venting odors. City staff received no public comments before or at the public hearing.

Motion by Spooner, seconded by Thiele to approve Ordinance 2024-10 Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning (First Reading)

Roll Call Vote:

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

Nay:

Motion carried 6:0

Resolution 2024-132 Declaring a Local State of Emergency for the City of Faribault, Minnesota

City Administrator Jessica Kinser informed the Council that the City of Faribault has experienced excessive rainfall which has resulted in flooding conditions throughout community. Waters have not receded and there is no way of knowing what damage could to public infrastructure after the waters have receded, Mayor Voracek signed a proclamation declaring a state of emergency for this flooding event on June 22, 2024. Resolution 2024-132 formalizes this proclamation with an action of the entire City Council.

Chief Dienst is the City's Emergency Manager provided an update of flood status and efforts at the meeting.

Councilor Ross asked if the waste water treatment plant was operating as it should be, Public

Works Director Travis Block stated that the previous mitigation efforts have worked. Councilor Spooner asked what, if anything could be done to prohibit people from entering the flooded streets, Dienst stated that they have informed people to stay out of the flooded areas. Councilor Doumbouya asked if there was any infrastructure damage, Block stated that there has been no compromise to infrastructure, damage has been mainly to residential areas. There is a sanitary sewer repair on 21 near Green Street. Mayor Voracek asked if this would delay the pool opening, Kinser stated that repairs are underway.

Motion by Spooner, seconded by Thiele to approve Resolution 2024-132 Declaring a Local State of Emergency for the City of Faribault, Minnesota and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided prior to the meeting as part of the meeting materials. Councilor Ross thanked the Staff and Residents for helping the community and neighboring communities during the flood. Mayor Voracek stated that Heritage Days was held last weekend and they were able to hold the parade between rain storms. City Administrator Jessica Kinser informed the Council that the budget calendar will be changing, and that there will be a City Council Work Session on July 30th.

Adjournment

Motion by Ross, seconded by Doumbouya to adjourn the City Council Meeting and carried unanimously.

The meeting was adjourned at 6:30 p.m.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, JUNE 25, 2024

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:34 pm. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Tom Spooner, Chuck Thiele. Also in attendance were City Administrator Jessica Kinser and Human Resources Manager Kevin Bushard.

Motion by Ross, seconded by Thiele to close the Special City Council meeting and carried unanimously.

The meeting was closed at 6:35 pm.

The City Council held a Special Council Meeting-Closed Session, pursuant to Minnesota Statutes, Section 13D.03, subdivision I(b) on Tuesday, June 25, 2024, in the Public Meeting Room at City Hall, 208 1st Avenue NW, Faribault, Minnesota to consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01 -179A.025.

Motion by Spooner, seconded by Caron to open the Special City Council meeting and carried unanimously.

The meeting was opened at 7:26 pm.

Adjournment

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

Meeting adjourned at 7:26 pm.

Respectfully Submitted,

Jessica L. Kinser
City Administrator



EMERGENCY CITY COUNCIL MEETING- MINUTES

PUBLIC MEETING ROOM	TUESDAY, JULY 2, 2024	6:05 PM
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or immediately following the City Council Work Session

Call to Order

The emergency meeting of the City Council was called to order by Mayor Voracek at 7:29 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, Fire and Code Services Director Dustin Dienst and Community and Economic Development Director David Wanberg.

Items for Discussion

Resolution 2024-136 Extending the Declared Local State of Emergency for the City of Faribault, Minnesota

City Administrator Jessica Kinser stated that Mayor Voracek signed a proclamation declaring a state of emergency due to flooding on Saturday, June 20th, which the Council approved by resolution at the June 25th City Council meeting. The resolution adopted by the City Council had an end date of June 30th. Upon consultation with Chief Dienst, he recommended extension of the local emergency due to water still being present in areas where a full damage assessment has not been complete. The resolution has the extension going through July 24th, which allows for the Council to extend the emergency on the July 23rd meeting if necessary. Chief Dienst stated that the FEMA emergency declaration will last until the last river crests.

Motion by Caron, seconded by van Sluis to approve Resolution 2024-136 Extending the Declared Local State of Emergency for the City of Faribault, Minnesota and carried unanimously.

Adjournment

Motion by Ross, second Doumbouya to adjourn the meeting and carried unanimously.

The City Council meeting was adjourned at 7:33 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: July 9, 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 \$787,690.60, which includes check numbers 181033 to 181119 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. 07-09-2024 Council AP List

AP
AP Council Approval 07-09-2024



User: jtroska@ci faribault mn.us
Printed: 7/3/2024 3:18:22 PM

Check Numbe	Last Name	Acct 1	Amount	Description
181039	Alltrees LLC	431-41580-410-45400	1,330.52	License Plate Door Access Cameras
181039	Alltrees LLC	431-41580-410-45400	466.65	License Plate Camera License
	Alltrees LLC		1,797.17	
0	Alta Enterprises Inc	431-45122-450-45400	9,745.00	Replacement Pool Blanket for Community Center Pool
	Alta Enterprises Inc		9,745.00	
181040	Amazon Capital Services	101-00000-000-10102	-124.95	Velocity Speed Gun - Baseball
181040	Amazon Capital Services	101-00000-000-10100	124.95	Velocity Speed Gun - Baseball
181040	Amazon Capital Services	101-45122-450-42194	124.95	Velocity Speed Gun - Baseball
181040	Amazon Capital Services	101-45500-450-43130	-21.40	Paper Cups for Programming
181040	Amazon Capital Services	101-42110-420-42020	-38.98	Returned Toner Cartridge
181040	Amazon Capital Services	101-45500-450-42190	146.97	Books
181040	Amazon Capital Services	101-45500-450-43130	12.99	Programming Prize
181040	Amazon Capital Services	101-45500-450-42010	9.81	SD Card Reader
181040	Amazon Capital Services	101-45500-450-42190	24.57	Book
181040	Amazon Capital Services	101-42210-420-42020	34.99	Keyboard / Mouse
181040	Amazon Capital Services	101-42210-420-42010	15.99	Desk Organizer
181040	Amazon Capital Services	240-46210-460-43131	339.23	Toolkit Purchases for Environmental Commission
181040	Amazon Capital Services	101-41800-410-42020	31.98	Earbud for Conference Calls - J Walburn
181040	Amazon Capital Services	101-45500-450-42190	49.00	Books
181040	Amazon Capital Services	101-45140-450-42110	41.26	Books Washington Camps
181040	Amazon Capital Services	101-45500-450-42190	97.97	Books
181040	Amazon Capital Services	101-45140-450-42110	123.56	Ball Coaching Supplies
181040	Amazon Capital Services	101-45500-450-42192	19.85	Audio/Visual
181040	Amazon Capital Services	101-00000-000-10100	226.92	Base Tassels & Pitching Rubbers
181040	Amazon Capital Services	101-00000-000-10102	-226.92	Base Tassels & Pitching Rubbers
181040	Amazon Capital Services	101-45122-450-42194	226.92	Base Tassels & Pitching Rubbers
	Amazon Capital Services		1,239.66	

Check Numbe	Last Name	Acct 1	Amount	Description
181041	American Red Cross	101-45122-450-43140	215.00	Water Safety Instruction
	American Red Cross		215.00	
181042	Ampion PBC	101-43160-430-43810	27.31	1904 Grant St
181042	Ampion PBC	602-49450-000-43810	19.17	1150 Willow St Lift Station
181042	Ampion PBC	101-43160-430-43810	172.72	1602 2nd Ave NW
181042	Ampion PBC	902-00000-000-23935	-14,823.01	Solar Bill - May
181042	Ampion PBC	101-45127-450-43810	127.66	705 17 St SW (Soccer Complex)
181042	Ampion PBC	601-49430-000-43810	3,524.50	1904 Fairgrounds Dr Well
181042	Ampion PBC	101-45200-450-43810	18.67	330 9th Ave SW Sr High Tennis Cts
181042	Ampion PBC	101-43160-430-43810	404.01	210 3 St NE St Light
181042	Ampion PBC	602-49450-000-43810	158.02	2219 Grant St NW Lift Station
181042	Ampion PBC	101-42210-420-43810	1,097.10	122 2nd St NW (Fire Hall)
181042	Ampion PBC	101-45200-450-43810	56.16	920 9th Ave SW
181042	Ampion PBC	101-45200-450-43810	18.24	1000 7th Ave SW
181042	Ampion PBC	101-45500-450-43810	1,887.06	11 Division St E (Library)
181042	Ampion PBC	101-43170-430-43810	37.79	1990 A Lyndale Ave N
181042	Ampion PBC	101-45200-450-43810	812.21	1815 Alexander Dr
181042	Ampion PBC	101-43160-430-43810	282.78	3305 Highway 60
181042	Ampion PBC	601-49430-000-43810	4,551.54	350 Alexander Park Well #6
181042	Ampion PBC	101-45200-450-43810	68.71	1800 Alexander Dr Concession Stand
181042	Ampion PBC	101-45126-450-43810	653.51	117 Shumway Ave
181042	Ampion PBC	101-43160-430-43810	24.52	800 Lyndale Ave SW
181042	Ampion PBC	101-45200-450-43810	196.26	900 Lyndale Ave N
181042	Ampion PBC	101-43160-430-43810	219.10	495 Heritage Place
181042	Ampion PBC	101-45200-450-43810	38.79	520 3rd St NW (Central Pk Bandstand)
181042	Ampion PBC	101-43160-430-43810	21.18	1000 Lyndale Ave S
181042	Ampion PBC	602-49450-000-43810	16.32	319 Lind St Lift Station
181042	Ampion PBC	101-43160-430-43810	11.23	1690 Highway 60W Street Lighting
181042	Ampion PBC	101-43170-430-43810	191.76	4050 Highway 60W Signal Lights
181042	Ampion PBC	902-00000-000-23935	14,823.01	Solar Bill - May
181042	Ampion PBC	101-43170-430-43810	200.75	1500 7th St NW Signal Lights
181042	Ampion PBC	101-43170-430-43810	23.73	2200 30 St NW Signal Lights
	Ampion PBC		14,860.80	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	61.88	Work Session Notice
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	103.13	June 25 Agenda Notice
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	68.75	June 25 Closed Session Meeting Notice
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	41.25	Legal Notice
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	151.25	Legal Notice
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	48.13	Legal Notices

Check Numbe	Last Name	Acct 1	Amount	Description
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	48.13	Legal Notices
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	41.25	Legal Notices
	APG Media of Southern Minnesota LLC		563.77	
181043	Aspen Mills	101-42123-420-42180	170.49	Under Vest - Hatchglove / N Vikla
	Aspen Mills		170.49	
0	Auto Value Parts Store	101 43121 430 42210	7.59	Radiator Street #115
0	Auto Value Parts Store	101-43126-430-42210	295.98	Batteries - Street #112
0	Auto Value Parts Store	601-49430-000-42210	10.73	Oil - Oil Filter - Primary Wire for Stock
0	Auto Value Parts Store	101-42123-420-42210	7.15	Oil - Oil Filter - Primary Wire for Stock
0	Auto Value Parts Store	101-45200-450-42210	14.29	Oil - Oil Filter - Primary Wire for Stock
0	Auto Value Parts Store	602-49450-000-42210	10.73	Oil - Oil Filter - Primary Wire for Stock
0	Auto Value Parts Store	101-43121-430-42210	28.60	Oil - Oil Filter - Primary Wire for Stock
0	Auto Value Parts Store	101-42123-420-42210	4.49	Blind Rivets / #17
	Auto Value Parts Store		379.56	
181044	B Stark & Co	101-45130-450-42110	2,652.90	Shirts
181044	B Stark & Co	101-45140-450-43130	575.00	Shirts - Safety Camp
181044	B Stark & Co	101-45122-450-42110	186.00	Shirts
181044	B Stark & Co	101-45200-450-42180	345.50	Shirts
181044	B Stark & Co	101-45110-450-42180	502.35	Shirts
181044	B Stark & Co	101-00000-000-10108	-575.00	Shirts - Safety Camp
181044	B Stark & Co	101-45140-450-42110	286.00	Shirts
181044	B Stark & Co	101-45140-450-42110	144.60	Leader Apparel
181044	B Stark & Co	101-00000-000-10100	575.00	Shirts - Safety Camp
	B Stark & Co		4,692.35	
181045	Baker & Taylor Entertainment	101-45500-450-42190	116.45	Books
181045	Baker & Taylor Entertainment	101-45500-450-42190	112.16	Books
181045	Baker & Taylor Entertainment	101-45500-450-42190	456.46	Books
181045	Baker & Taylor Entertainment	101-45500-450-42190	499.26	Books
181045	Baker & Taylor Entertainment	101-45500-450-42190	500.10	Books
	Baker & Taylor Entertainment		1,684.43	
181046	Behrs USA Carpet & Flooring Inc	437-42110-420-45200	8,416.06	Initial Payment for Carpet in Lower Level

Check Numbe	Last Name	Acct 1	Amount	Description
	Behrs USA Carpet & Flooring Inc		8,416.06	
0	Bertelsmann Publishing Group LLC	101-45500-450-42192	117.98	Play-Away/Wonderbooks
	Bertelsmann Publishing Group LLC		117.98	
0	BHE Renewables	602-49480-000-43810	13,662.10	Solar Energy - May
	BHE Renewables		13,662.10	
0	Border States Industries Inc	602-49480-000-42110	228.60	Fuses
0	Border States Industries Inc	101-45122-450-42230	246.40	Light Bulbs
0	Border States Industries Inc	101-42110-420-42230	103.32	Lightbulbs
0	Border States Industries Inc	101-42210-420-42230	108.54	Driver for LED Light
	Border States Industries Inc		686.86	
181047	Brooks Jr Dale	601-00000-000-20200	36.70	Refund Check 021606-001, 834 2 St SW
	Brooks Jr Dale		36.70	
181048	Burmeister Mark	101-45130-450-43131	1,200.00	Concerts in the Park 7/18/24 - Old Country Boys
	Burmeister Mark		1,200.00	
181034	c/o Teledoc Inc Healthiest You	101-00000-000-21707	880.00	Healthiest You - July 2024
	c/o Teledoc Inc Healthiest You		880.00	
181049	Cengage Learning Inc	101-45500-450-42190	15.94	Books
	Cengage Learning Inc		15.94	
0	Cintas Corporation	101-43121-430-42170	214.70	Safety Cabinet Restock
0	Cintas Corporation	601-49430-000-42170	22.34	Safety Cabinet Restock
0	Cintas Corporation	602-49450-000-42170	22.34	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42170	3.19	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	9.55	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Storm
0	Cintas Corporation	602-49480-000-44060	36.70	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	12.64	Uniform Cleaning Sewer

Check Numbe	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels/Floor Mats
0	Cintas Corporation	101-45200-450-44060	36.51	Laundry Services
0	Cintas Corporation	101-43121-430-44060	31.22	Uniform Cleaning Streets
0	Cintas Corporation	601-49430-000-44060	20.75	Uniform Cleaning Water
0	Cintas Corporation	602-49450-000-42170	54.80	Safety Cabinet Restock
0	Cintas Corporation	101-43121-430-42170	526.59	Safety Cabinet Restock
0	Cintas Corporation	601-49430-000-42170	54.80	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42170	7.80	Safety Cabinet Restock
	Cintas Corporation		1,132.22	
181050	Clean Plus Inc	101-42124-420-42110	109.05	Gloves / M
181050	Clean Plus Inc	101-42123-420-42110	218.24	Gloves / XL
	Clean Plus Inc		327.29	
181051	Community Co-op Oil Assn	101-42220-420-42120	45.00	Fuel
181051	Community Co-op Oil Assn	101-45122-450-42120	50.00	Gas for Lawn Mower
181051	Community Co-op Oil Assn	101-42220-420-42120	9.32	UTV Gas
181051	Community Co-op Oil Assn	101-00000-000-15520	11,960.00	Diesel Fuel
181051	Community Co-op Oil Assn	101-00000-000-15520	10,357.41	Unleaded Fuel
181051	Community Co-op Oil Assn	602-49480-000-42120	12.00	Pump Fuel
181051	Community Co-op Oil Assn	101-42220-420-42120	30.00	Fuel
	Community Co-op Oil Assn		22,463.73	
181052	Consolidated Communications	601-49430-000-43250	64.98	Water Plant DSL w/Static IP
	Consolidated Communications		64.98	
181053	Core & Main LP	601-49430-000-42110	208.61	MXU Pit Radio
	Core & Main LP		208.61	
0	Crane Creek Asphalt	101-43121-430-42240	772.71	Asphalt
	Crane Creek Asphalt		772.71	
181054	Creative Co-Op	101-41940-410-42110	64.00	Garbage Bags
	Creative Co-Op		64.00	
0	Culligan	101-41910-410-44160	103.10	Water Equipment Rental

Check Numbe	Last Name	Acct 1	Amount	Description
0	Culligan	101-45200-450-42110	237.75	Softener Salt and Rust Remover Salt
0	Culligan	101-45122-450-44160	43.30	Water Equipment Rental
	Culligan		384.15	
0	Curbside Compost Co-op	240-46210-460-43131	40.00	Compost Recycling 7/1/24-8/1/24
	Curbside Compost Co-op		40.00	
181055	Dakota County Technical College	101-42110-420-43140	300.00	Pursuit Refresher / J Sherwin
	Dakota County Technical College		300.00	
0	Dakota Supply Group	602-49450-000-42110	1,373.75	Sewer Fittings/Supplies
0	Dakota Supply Group	602-49450-000-42110	53.50	Sewer Fitting
	Dakota Supply Group		1,427.25	
181056	Department of Human Services	101-45200-450-43090	1,377.00	State Crew Services
181056	Department of Human Services	101-45127-450-43090	331.50	State Crew Services
	Department of Human Services		1,708.50	
0	Donahues	101-45500-450-43130	29.00	Flowers for Pollinator Storytime
	Donahues		29.00	
181057	Donatucci Ronda Jo	601-00000-000-20200	4.28	Refund Check 023658-000, 920 3 St NE
	Donatucci Ronda Jo		4.28	
181058	Donohue & Associates Inc	602-49480-000-43030	3,155.00	Engineering Plant Upgrade
	Donohue & Associates Inc		3,155.00	
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	376.69	Lanier IM C2500 Copier
0	E O Johnson Company Inc-Dallas	101-45110-450-44160	483.92	Lanier Copier Lease
	E O Johnson Company Inc-Dallas		860.61	
181059	Ehlers & Associates Inc	290-46500-462-43090	232.50	General TIF Consulting

Check Numbe	Last Name	Acct 1	Amount	Description
	Ehlers & Associates Inc		232.50	
0	Electric Pump Inc	602-49450-000-42210	572.00	Cannon River Liftstation Parts
0	Electric Pump Inc	602-49450-000-44045	1,252.75	Cannon River Liftstation Pump Repair
	Electric Pump Inc		1,824.75	
181060	Emergency Apparatus Maintenance Inc	101-42220-420-42210	60.73	Drain Valve
	Emergency Apparatus Maintenance Inc		60.73	
181061	Emergency Automotive Technologies Inc	101-42121-420-42210	3,392.70	Vehicle Buildout / #7
	Emergency Automotive Technologies Inc		3,392.70	
0	Empower Retirement-HCSP	101-00000-000-21720	-8.79	PR Batch 00003.06.2024 Health Care Savings Plan L70 1
0	Empower Retirement-HCSP	101-00000-000-21720	95,712.33	PR Batch 00002.06.2024 Health Care Savings Plan
0	Empower Retirement-HCSP	101-00000-000-21720	1,102.46	PR Batch 00002.06.2024 Health Care Savings Act Fire
0	Empower Retirement-HCSP	101-00000-000-21720	800.42	PR Batch 00002.06.2024 Health Care Savings Plan L70 1
0	Empower Retirement-HCSP	101-00000-000-21720	979.66	PR Batch 00002.06.2024 Health Care Savings Plan L70 2
0	Empower Retirement-HCSP	101-00000-000-21720	1,482.70	PR Batch 00002.06.2024 Health Care Savings Plan 357
	Empower Retirement-HCSP		100,068.78	
181062	Environmental Equipment & Service	101-43121-430-42210	128.00	Gutter Broom Cylinder End - Street #317
	Environmental Equipment & Service		128.00	
0	Equipment Management Company	101-42220-420-43090	1,020.00	Annual Service of Extrication Tools
	Equipment Management Company		1,020.00	
181063	Estrada Reineke Katie	601-00000-000-20200	73.82	Refund Check 017625-002, 620 Rose Dr
	Estrada Reineke Katie		73.82	
181064	Fareway Stores Inc #126	101-45122-450-42110	6.88	Water and Bags
181064	Fareway Stores Inc #126	101-45500-450-43130	3.99	Paper Cups for Storytime
181064	Fareway Stores Inc #126	101-41110-410-43130	15.96	Mayors Reception - Water
181064	Fareway Stores Inc #126	101-41940-410-42110	52.15	Coffee and Paper Towels
181064	Fareway Stores Inc #126	101-41110-410-43130	74.44	Mayor's Reception Cake and Lemonade
181064	Fareway Stores Inc #126	101-41940-410-42110	14.88	Glass Cleaner and Air Freshener

Check Numbe	Last Name	Acct 1	Amount	Description
181064	Fareway Stores Inc #126	101-45130-450-42110	9.76	Water - Concerts in the Park Bands
181064	Fareway Stores Inc #126	101-00000-000-10100	23.84	Baking Pans -Safe Summer Kickoff
181064	Fareway Stores Inc #126	101-42110-420-43130	23.84	Baking Pans -Safe Summer Kickoff
181064	Fareway Stores Inc #126	101-00000-000-10108	-23.84	Baking Pans -Safe Summer Kickoff
	Fareway Stores Inc #126		201.90	
181065	Faribault Ace Hardware	602-49450-000-42110	20.39	Plumbing Supplies
181065	Faribault Ace Hardware	101-41940-410-42110	10.79	Mounting Tape
181065	Faribault Ace Hardware	602-49480-000-42110	21.39	Plumbing Parts
181065	Faribault Ace Hardware	101-42220-420-42110	21.58	Mounting Tape
181065	Faribault Ace Hardware	101-42123-420-42110	17.38	Armorall - Cleaning Cloths
181065	Faribault Ace Hardware	101-42210-420-42110	7.99	Vinegar
181065	Faribault Ace Hardware	101-42110-420-42110	8.09	Batteries
181065	Faribault Ace Hardware	101-45200-450-42110	5.63	Cable Ties
181065	Faribault Ace Hardware	101-45500-450-42110	57.56	Weed Killer
181065	Faribault Ace Hardware	602-49480-000-42110	19.93	Cleaning Supplies
181065	Faribault Ace Hardware	101-45200-450-42110	3.59	Electrical Connectors
181065	Faribault Ace Hardware	101-45200-450-42110	3.59	Electrical Connectors
181065	Faribault Ace Hardware	101-42220-420-42410	188.99	Drum Fan
181065	Faribault Ace Hardware	101-45122-450-42110	7.18	Keys
181065	Faribault Ace Hardware	602-49480-000-42110	57.55	Cleaning Supplies
181065	Faribault Ace Hardware	101-45125-450-42110	146.63	Aquatic Center Lily Pad Landing Mat
181065	Faribault Ace Hardware	101-45122-450-42230	4.31	Coat Hooks
181065	Faribault Ace Hardware	101-41940-410-42110	24.29	Weed and Grass Killer
	Faribault Ace Hardware		626.86	
181066	Faribault Community Festivals, Inc.	101-45500-450-43130	40.00	Heritage Days Parade Application
	Faribault Community Festivals, Inc.		40.00	
181067	Faribault Daily News	101-43121-430-44330	252.20	Newspaper Annual Subscription - Acct #FDN-54626
181067	Faribault Daily News	101-45500-450-42191	423.80	Newspaper Subscription - Acct #FDN-20401
	Faribault Daily News		676.00	
0	Faribault Fleet Supply Inc	101-45200-450-42110	51.97	Hand Soap and Cleaner
0	Faribault Fleet Supply Inc	101-45500-450-42230	37.97	Toilet Repairs
0	Faribault Fleet Supply Inc	101-45500-450-42230	-10.99	Toilet Repairs
0	Faribault Fleet Supply Inc	101-42220-420-42110	9.49	Snap Fastener Kit
0	Faribault Fleet Supply Inc	101-45122-450-42230	65.94	Gorilla Glue
0	Faribault Fleet Supply Inc	101-43170-430-42240	24.58	Nuts/Bolts/Washers

Check Numbe	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	101-45200-450-42110	9.16	Cable Clamps
0	Faribault Fleet Supply Inc	101-45200-450-42110	28.98	Garden Hose/On-Off Switch
0	Faribault Fleet Supply Inc	225-49810-430-42130	29.75	Oil
	Faribault Fleet Supply Inc		246.85	
0	Faribault Rental Equipment Inc	101-41110-410-43130	84.00	Table Clothes - Mayors Reception
0	Faribault Rental Equipment Inc	101-00000-000-10108	-147.00	C.Candy Mach/Grills/Cooler/Tables-Safe Summer Kickoff
0	Faribault Rental Equipment Inc	101-42110-420-43130	147.00	C.Candy Mach/Grills/Cooler/Tables-Safe Summer Kickoff
0	Faribault Rental Equipment Inc	101-00000-000-10100	147.00	C.Candy Mach/Grills/Cooler/Tables-Safe Summer Kickoff
	Faribault Rental Equipment Inc		231.00	
181068	Fieldstone Family Homes, Inc.	601-00000-000-20200	31.51	Refund Check 022611-012, 2437 14 St NE
	Fieldstone Family Homes, Inc.		31.51	
181069	Flom Dave	101-45130-450-43131	1,200.00	Concert in the Park Band - Sawyers Dream
	Flom Dave		1,200.00	
181070	Francis Animal & Pest Control	101-42110-420-44010	135.00	Quarterly Pest Control
	Francis Animal & Pest Control		135.00	
0	G & B Environmental Inc	101-41940-410-44010	2,551.27	Screen-Wrap for HVAC System - City Hall
	G & B Environmental Inc		2,551.27	
181071	Gainey Raymond A	101 45130 450 43131	520.00	Pickleball Clinic Coach Fee
	Gainey Raymond A		520.00	
181072	Girards Business Solutions Inc	101-41510-410-44045	568.33	Folder Inserter Service Contract 7-18-24 to 7-18-25
181072	Girards Business Solutions Inc	601-49430-000-44045	568.33	Folder Inserter Service Contract 7-18-24 to 7-18-25
181072	Girards Business Solutions Inc	602-49450-000-44045	568.34	Folder Inserter Service Contract 7-18-24 to 7-18-25
	Girards Business Solutions Inc		1,705.00	
181073	Glenn's Service LLC	101-42123-420-44040	20.00	Tire Repair
181073	Glenn's Service LLC	101-42123-420-44040	30.00	Tire Repair / #18

Check Numbe	Last Name	Acct 1	Amount	Description
	Glenn's Service LLC		50.00	
0	Godfather's Pizza	101-00000-000-10108	-57.88	Safety Camp Pizza
0	Godfather's Pizza	101-45110-450-42115	33.82	Pizza - Park and Rec Board Meeting
0	Godfather's Pizza	101-45140-450-43130	57.88	Safety Camp Pizza
0	Godfather's Pizza	101-00000-000-10100	57.88	Safety Camp Pizza
	Godfather's Pizza		91.70	
181074	Goettsch Ronald	601-00000-000-20200	65.27	Refund Check 005937-000, 708 Tatepaha Blvd
	Goettsch Ronald		65.27	
181075	Goetz Christine	601-00000-000-20200	57.58	Refund Check 012432-001, 1659 Buckingham Path
	Goetz Christine		57.58	
0	Grainger Inc	602-49480-000-42410	30.38	Chisel
0	Grainger Inc	101-42220-420-42110	9.05	Batteries
	Grainger Inc		39.43	
181076	Graphic Solutions Group, Inc.	101-43170-430-44045	350.00	Printer Repair
	Graphic Solutions Group, Inc.		350.00	
181077	Greystone Construction Co	101-43121-430-44010	750.00	Salt Shed Maintenance
	Greystone Construction Co		750.00	
0	Gustafson Jay	101-45140-450-43090	337.50	Interpreter Youth Camps
0	Gustafson Jay	101-45140-450-43090	300.00	Interpreter Youth Sports
0	Gustafson Jay	101-45140-450-43090	500.00	Interpreter Youth Camps
	Gustafson Jay		1,137.50	
0	Hart's Auto Supply	101-42123-420-42210	450.00	Front and Rear Pads / #24
	Hart's Auto Supply		450.00	
0	Havelka Craig L	225-49810-430-44045	807.50	Fire Extinguisher Hydro Tests

Check Numbe	Last Name	Acct 1	Amount	Description
	Havelka Craig L		807.50	
0	Hawkins Inc	101-45125-450-42160	30.00	Chlorine Tank for Pool Demurrage
0	Hawkins Inc	601-49430-000-42160	5,302.26	Fluoride/Sodium Permanganate/Sodium Silicate
	Hawkins Inc		5,332.26	
0	Healthy Community Initiative	280-46310-461-43130	55,000.00	Funding Mobile Home Coordinator 6/15/24-6/14/25
	Healthy Community Initiative		55,000.00	
181078	Helen M Nagel Inc	101-45200-450-42110	490.00	Landscaping Mulch (Heritage Park)
	Helen M Nagel Inc		490.00	
0	Heritage Pool Supply Group Inc	101-45125-450-42230	2,371.81	Pool Handrail for Ladder
	Heritage Pool Supply Group Inc		2,371.81	
181079	Hillyard Hutchinson	101-45125-450-42110	184.32	Aquatic Center Toilet Paper
	Hillyard Hutchinson		184.32	
181080	Hougan Paul	101-00000-000-22000	1,500.00	Escrow Release for Plat of CIC 76 (Therapy Works)
	Hougan Paul		1,500.00	
181081	Hy-Vee - Accounts Receivable	101-45140-450-43130	97.77	Safety Camp Snacks
181081	Hy-Vee - Accounts Receivable	101-00000-000-10108	-97.77	Safety Camp Snacks
181081	Hy-Vee - Accounts Receivable	101-00000-000-10100	97.77	Safety Camp Snacks
	Hy-Vee - Accounts Receivable		97.77	
0	Insty-Prints	101-42121-420-42030	59.50	Business Cards / Matt S
	Insty-Prints		59.50	
0	Internal Revenue Service	101-00000-000-21704	-12.61	PR Batch 00003.06.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	-83.37	PR Batch 00003.06.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	-53.91	PR Batch 00003.06.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	-53.91	PR Batch 00003.06.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	-12.61	PR Batch 00003.06.2024 Medicare Employer

Check Numbe	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21703	19,507.90	PR Batch 00002.06.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	39,897.78	PR Batch 00002.06.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,762.70	PR Batch 00002.06.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	19,507.90	PR Batch 00002.06.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,762.70	PR Batch 00002.06.2024 Medicare Employer
Internal Revenue Service			92,222.57	
181082	Jarvis Michael	101-00000-000-20810	3.78	Sales Tax Refund
181082	Jarvis Michael	101-00000-000-20816	0.28	Rice County Tax Refund
181082	Jarvis Michael	101-00000-450-34780	55.00	Shelter Rental Refund
Jarvis Michael			59.06	
181083	Joshnstein LLC	601-00000-000-20200	18.21	Refund Check 025067-000, 224 Wilson Ave
Joshnstein LLC			18.21	
181084	Keppers Kevin & Sue	873-00000-000-20200	57.31	Refund Check 024107-000, 3693 Chappuis Trl
Keppers Kevin & Sue			57.31	
0	Kielmeyer Construction Inc	101-43121-430-42240	289.16	Class 5 Rock
0	Kielmeyer Construction Inc	101-00000-000-10102	-1,945.56	Rock
0	Kielmeyer Construction Inc	101-45122-450-42194	1,945.36	Class 5 Gravel
0	Kielmeyer Construction Inc	602-49480-000-42230	1,549.13	Rock
0	Kielmeyer Construction Inc	101-00000-000-10100	1,945.56	Rock
Kielmeyer Construction Inc			3,783.65	
0	Kimley-Horn and Associates Inc	404-45200-450-45200	1,020.00	Viaduct Park Planning
Kimley-Horn and Associates Inc			1,020.00	
0	Kline Distributing LLC	101-00000-000-10108	-237.20	Safety Camp Snacks
0	Kline Distributing LLC	101-00000-000-10100	237.20	Safety Camp Snacks
0	Kline Distributing LLC	101-45140-450-43130	237.20	Safety Camp Snacks
Kline Distributing LLC			237.20	
181085	Lamperts	101-45200-450-42110	340.22	Framing Lumber

Check Numbe	Last Name	Acct 1	Amount	Description
	Lamperts		340.22	
0	Lano Equipment Inc	431-43121-430-45400	16,979.12	2024 Bobcat Planer
0	Lano Equipment Inc	431-00000-410-39101	-2,000.00	Trade 2006 Bobcat Planer
0	Lano Equipment Inc	431-00000-410-39101	-5,000.00	Trade 2021 Bobcat Planer
	Lano Equipment Inc		9,979.12	
0	Lerner Publishing Group	101-45500-450-42190	885.60	Books
0	Lerner Publishing Group	101-45500-450-42190	74.97	Books
	Lerner Publishing Group		960.57	
181086	Loffler Companies Inc	602-49480-000-44045	7.56	Waste Water Print Fee
181086	Loffler Companies Inc	101-43126-430-44045	2.08	Public Works Maintenance Shop Print Fee
181086	Loffler Companies Inc	101-42124-420-44045	58.40	Police Records & Evidence Print Fee
181086	Loffler Companies Inc	101-42110-420-44045	7.18	Police Investigations Print Fee
181086	Loffler Companies Inc	902-00000-000-23935	-247.66	Loffler Print Subscription
181086	Loffler Companies Inc	101-41510-410-44045	22.03	Finance Print Fee
181086	Loffler Companies Inc	101-41800-410-44045	26.79	HR Print Fee
181086	Loffler Companies Inc	101-41320-410-44045	2.54	Administration Print Fee
181086	Loffler Companies Inc	101-42110-420-44045	7.98	Police Administration Print Fee
181086	Loffler Companies Inc	101-43121-430-44045	0.59	Sign Shop Print Fee
181086	Loffler Companies Inc	601-49430-000-44045	7.69	Public Works Water Plant
181086	Loffler Companies Inc	101-42123-420-44045	77.74	Police Patrol Print Fee
181086	Loffler Companies Inc	101-43110-430-44045	0.09	Public Works Department Print Fee
181086	Loffler Companies Inc	602-49450-000-44045	0.53	Utilities Desk in Back Print Fee
181086	Loffler Companies Inc	240-46210-460-44045	0.14	Community & Economic Development Print Fee
181086	Loffler Companies Inc	101-45500-450-44045	24.68	Library Print Fee
181086	Loffler Companies Inc	101-45110-450-44045	1.64	Community Center Back Desk/Paul Print Fee
181086	Loffler Companies Inc	101-41940-410-44160	144.06	Copier Lease
181086	Loffler Companies Inc	240-46210-460-44160	54.90	Copier Lease
181086	Loffler Companies Inc	101-41910-410-44160	54.90	Copier Lease
181086	Loffler Companies Inc	902-00000-000-23935	247.66	Loffler Print Subscription
	Loffler Companies Inc		501.52	
181035	Madison National Life Insurance Co Inc	101-00000-000-11510	19.77	Life Insurance - [REDACTED]
181035	Madison National Life Insurance Co Inc	101-00000-000-21710	3,102.76	Life Insurance - June
181035	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-time Firefighters Life Insurance
181036	Madison National Life Insurance Co Inc	101-00000-000-21711	1,595.41	LTD - July

Check Numbe	Last Name	Acct 1	Amount	Description
	Madison National Life Insurance Co Inc		4,789.46	
0	Martin Marietta Materials Inc	101-43121-430-42240	508.31	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	244.42	Asphalt
	Martin Marietta Materials Inc		752.73	
0	Met-Con Construction Inc	602-49480-000-44160	820.00	Crane Rental Air Scrubber
0	Met-Con Construction Inc	431-41110-410-45400	7,790.00	City Hall 1st Floor Remodel - Chamber IT Upgrades
	Met-Con Construction Inc		8,610.00	
0	Metronet Holdings LLC	602-49480-000-43250	381.40	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	553.59	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	65.52	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	341.85	Hosted Phone System-Robinwood
0	Metronet Holdings LLC	101-42124-420-43250	140.59	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	294.58	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	19.90	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	622.59	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	39.82	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	287.58	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	450.10	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	114.93	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	640.93	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	250.76	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	157.04	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	878.46	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	39.82	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	59.72	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	19.90	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	187.46	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	119.45	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	160.50	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	8,245.56	Hosted Phone System
0	Metronet Holdings LLC	101-45500-450-43250	600.53	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	49.22	Hosted Phone System
0	Metronet Holdings LLC	101-41800-410-43250	69.12	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	213.42	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	59.72	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	205.54	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	811.56	Hosted Phone System

Check Numbe	Last Name	Acct 1	Amount	Description
0	Metronet Holdings LLC	601-49430-000-43250	409.96	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	-8,245.56	Hosted Phone System
	Metronet Holdings LLC		8,245.56	
0	Midwest Tape LLC	101-45500-450-42192	26.38	Audio/Visual
	Midwest Tape LLC		26.38	
181087	Midwest Tree LLC	101-45200-450-43090	2,500.00	Remove Fallen Tree from Trail
	Midwest Tree LLC		2,500.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	1,074.10	PR Batch 00002.06.2024 Child Support
	Minnesota Child Support Payment Center		1,074.10	
0	Minnesota Department of Revenue	101-00000-000-21702	18,916.06	PR Batch 00002.06.2024 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	-43.47	PR Batch 00003.06.2024 State Income Tax
	Minnesota Department of Revenue		18,872.59	
181088	Minnesota Department of Transportation	101-43190-430-43090	693.00	Annual Bridge Inspections
	Minnesota Department of Transportation		693.00	
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	525.60	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,477.60	
181089	Minske Lynne	601-00000-000-20200	54.83	Refund Check 018641-000, 1468 South Trail Cir
	Minske Lynne		54.83	
181037	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00002.06.2024 Mission Square
	Mission Square 303492		50.00	
181090	MN BCA Criminal Justice Training & Education Unit	101-42124-420-43140	300.00	Criminal Justice Users Conf / J Bestul
181090	MN BCA Criminal Justice Training & Education Unit	101-42110-420-43140	300.00	Criminal Justice Users Conf / C Holm

Check Numbe	Last Name	Acct 1	Amount	Description
181090	MN BCA Criminal Justice Training & Education Unit	101-42121-420-43140	300.00	Criminal Justice Information Users Conf / M Long
181090	MN BCA Criminal Justice Training & Education Unit	101-42121-420-43140	300.00	Criminal Justice Information Users Conf / J Severson
	MN BCA Criminal Justice Training & Education Unit		1,200.00	
0	Motor Parts & Equipment Corp	101-43121-430-42210	-67.49	Head Light Connector Credit/Head Light Switch-Street294
0	Motor Parts & Equipment Corp	101-42123-420-42210	7.99	Dielectric Tune-up Grease / #2
0	Motor Parts & Equipment Corp	101-42123-420-42070	6.58	Adapter - Seal Tape / Firearms Training
0	Motor Parts & Equipment Corp	101-43121-430-42210	-10.43	Radiator Cap Credit - Street #115
0	Motor Parts & Equipment Corp	101-43121-430-42210	20.98	Diesel Exhaust Fluid - Street #118
0	Motor Parts & Equipment Corp	101-43121-430-42210	67.49	Headlight Switch Connector - Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	83.92	Diesel Exhaust Fluid - Streets
0	Motor Parts & Equipment Corp	101-45122-450-42230	23.35	Belt for HVAC Root Top Unit
0	Motor Parts & Equipment Corp	101-42220-420-42210	64.69	Exhaust Elbow / Wrap / Tubing #2120
0	Motor Parts & Equipment Corp	101-42220-420-42210	1.12	Mini Tail Lamp #2130
	Motor Parts & Equipment Corp		198.20	
181091	Muddy Paws LLC	101-42700-420-43090	1,980.00	Pound Fee for Strays
	Muddy Paws LLC		1,980.00	
0	NCL of Wisconsin Inc	602-49480-000-42160	602.77	Lab Chemicals
	NCL of Wisconsin Inc		602.77	
181038	NCPERS Group Life Ins	101-00000-000-21710	160.00	PR Batch 00002.06.2024 PERA Life Insurance
	NCPERS Group Life Ins		160.00	
181092	NRA	101-42121-420-44330	60.00	2 Year Renewal / J Burbank
	NRA		60.00	
181093	Nuss Truck & Equipment LLC	101-43121-430-42210	463.33	Rubber Scraper
	Nuss Truck & Equipment LLC		463.33	
181094	Office of MNIT Services	101-42110-420-43090	877.50	Voice Services
	Office of MNIT Services		877.50	
181095	Olson David	101-00000-000-20810	17.02	Sales Tax Refund

Check Numbe	Last Name	Acct 1	Amount	Description
181095	Olson David	101-00000-450-34793	247.50	Facility Rental Refund
181095	Olson David	101-00000-000-20816	1.24	Rice County Tax Refund
	Olson David		265.76	
181096	OneFace LLC	101-42123-420-43140	195.00	Recognizing Pre-Attack Indicators / B McCarthy
	OneFace LLC		195.00	
0	Orchard Trust Company	101-00000-000-21706	2,332.00	PR Batch 00002.06.2024 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	10,191.00	PR Batch 00002.06.2024 MN Deferred Comp
	Orchard Trust Company		12,523.00	
0	Paape Companies Inc	101-45122-450-44010	2,350.00	Replaced Compressor - Community Center Gym
	Paape Companies Inc		2,350.00	
0	Pantheon Computer Systems Inc	101-41580-410-43090	10,500.00	July IT Services
	Pantheon Computer Systems Inc		10,500.00	
0	Papenfus Ronnie	101-43121-430-42210	1,776.16	Iron Stock - Street
0	Papenfus Ronnie	101-43121-430-42210	577.60	Iron Stock - Street
0	Papenfus Ronnie	101-43126-430-42110	17.50	Steel for Fence
	Papenfus Ronnie		2,371.26	
181097	PCM3, LLC	101-42110-420-43090	1,222.60	Background Investigation for Employment / D Ikonitski
	PCM3, LLC		1,222.60	
0	Peanasky Paul	101-45110-450-43310	18.55	Meal - SMRPA Meeting
	Peanasky Paul		18.55	
0	Pepsi Cola of Mankato Inc	101-45125-450-42110	75.00	Aquatic Center Pop Filter
	Pepsi Cola of Mankato Inc		75.00	
0	Plunkett's Pest Control	101-41940-410-44010	105.00	Pest Control - City Hall
0	Plunkett's Pest Control	101-41940-410-44010	131.25	Pest Control - City Hall

Check Numbe	Last Name	Acct 1	Amount	Description
	Plunkett's Pest Control		236.25	
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00002.06.2024 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	21,056.53	PR Batch 00002.06.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00002.06.2024 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	28,707.03	PR Batch 00002.06.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	19,138.05	PR Batch 00002.06.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	18,248.94	PR Batch 00002.06.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	-57.09	PR Batch 00003.06.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	-65.88	PR Batch 00003.06.2024 PERA Coordinated
	Public Employees Retirement Association		87,630.04	
181098	Putrah Caren & Trevor	601-00000-000-20200	94.62	Refund Check 020936-000, 716 Legacy Ct
	Putrah Caren & Trevor		94.62	
181099	Putrah Tyler	601-00000-000-20200	40.02	Refund Check 019917-019, 21 3 Ave NW
	Putrah Tyler		40.02	
0	PVS Technologies Inc	602-49480-000-42160	10,687.80	Ferric Phos Removal
	PVS Technologies Inc		10,687.80	
0	R C Bliss Inc	101-42123-420-42210	179.42	V-Belts - Gasket - Spark Plug / #2
0	R C Bliss Inc	601-00000-000-39101	-11,000.00	Trade 2013 Ford Super Duty
0	R C Bliss Inc	601-49430-000-45500	52,713.81	2024 Ford F350 Cab Chassis
0	R C Bliss Inc	431-00000-410-39101	-21,860.00	Trade 2006 Ford 550
0	R C Bliss Inc	431-43121-430-45500	57,967.15	2024 Ford F550
0	R C Bliss Inc	101-45200-450-42210	899.60	Running Boards
0	R C Bliss Inc	101-45200-450-44040	2,636.85	Body Work Repairs - 2019 Ford
	R C Bliss Inc		81,536.83	
181100	Rice County Environmental Services - Solid Waste	101-45122-450-43840	30.00	Dispose of Pool Blanket
	Rice County Environmental Services - Solid Waste		30.00	
181101	Rice/Steele 911 Center	101-42123-420-42420	15.00	Token / B Madson
181101	Rice/Steele 911 Center	101-42700-420-42420	15.00	Token / J Bravo

Check Numbe	Last Name	Acct 1	Amount	Description
	Rice/Steele 911 Center		30.00	
181102	Rotary Club of Faribault	101-42210-420-44330	93.75	Rotary Membership - Dienst
	Rotary Club of Faribault		93.75	
181103	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer Service - Shop
	Safety-Kleen Systems Inc		103.15	
0	Sanity Solutions Inc	601-49430-000-42420	525.00	Computer Monitors
0	Sanity Solutions Inc	602-49480-000-42420	525.00	Computer Monitors
	Sanity Solutions Inc		1,050.00	
0	Selco	101-45500-450-42190	65.00	Book
	Selco		65.00	
181104	Sherwin Williams Company #3037	101-41940-410-42230	71.03	Paint - City Hall 2nd Floor
	Sherwin Williams Company #3037		71.03	
0	SHI International Corp	101-42121-420-42420	26.00	Computer Speaker
0	SHI International Corp	101-42121-420-42420	52.00	Speakers (2)
0	SHI International Corp	240-46210-460-42420	183.29	Docking Station for David Wanberg
0	SHI International Corp	101-42121-420-42420	4,820.00	Computer Needs for M Long to Run FARO - BJA Grant
0	SHI International Corp	101-42121-420-42420	175.00	Docking Station / M Long - BJA Grant
0	SHI International Corp	101-43126-430-42420	970.10	Tablets - Shop
0	SHI International Corp	101-42121-420-42420	1,623.00	Mini Desktop - Monitors (2) / Mike S
0	SHI International Corp	101-42121-420-42420	308.00	Monitors (2) / M Long - BJA Grant
0	SHI International Corp	101-42121-420-42420	154.00	Monitor / M Long - BJA Grant
	SHI International Corp		8,311.39	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
181105	Sien Emily	101-00000-000-10100	100.00	ASL Interpreting - Safe Summer Kickoff
181105	Sien Emily	101-42110-420-43090	100.00	ASL Interpreting - Safe Summer Kickoff
181105	Sien Emily	101-00000-000-10108	-100.00	ASL Interpreting - Safe Summer Kickoff

Check Numbe	Last Name	Acct 1	Amount	Description
	Sien Emily		100.00	
0	Sjodin Josh	101-42121-420-43310	75.00	Lunch Per Diem / Handgun Instructor Course
	Sjodin Josh		75.00	
181106	Stade Phyllis	101-00000-450-34780	55.00	Shelter Rental Refund
181106	Stade Phyllis	101-00000-000-20810	3.78	Sales Tax Refund
181106	Stade Phyllis	101 00000 000 20816	0 28	Rice County Tax Refund
	Stade Phyllis		59.06	
181107	Star Sports & Apparel LLC	101-41940-410-42110	20.00	Name Signs for Council Chambers
	Star Sports & Apparel LLC		20.00	
181108	State Industrial Products	101-43126-430-42110	632.33	Pressure Washer Soap - Shop
	State Industrial Products		632.33	
181109	Streicher's Inc.	101-42123-420-42410	36.00	M4 Mag Pouch
181109	Streicher's Inc.	101-42123-420-42180	34.00	Name Tags - ID Patches / B Madson
	Streicher's Inc.		70.00	
181110	Sudol Daniel	601-00000-000-20200	42.24	Refund Check 022059-000, 625 Western Ave
	Sudol Daniel		42.24	
181111	Swank Motion Pictures Inc	101-45130-450-42110	395.00	Outdoor Movie Licensing
	Swank Motion Pictures Inc		395.00	
0	Swanston Equipment Corporation	101-43121-430-42210	486.40	Air Valves/Diaphragm - Street #302
	Swanston Equipment Corporation		486.40	
0	Temple Electric Motor Service	101-45125-450-44010	1,844.00	Aquatic Center Lift Station Pump Repair
	Temple Electric Motor Service		1,844.00	
0	Tifco Industries Inc	101-43126-430-42410	139.95	Flash Light - Shop

Check Numbe	Last Name	Acct 1	Amount	Description
0	Tifco Industries Inc	101-43126-430-42110	899.30	Solder/Metal Markers/Magnet Can Holders/O-Ring Kit
	Tifco Industries Inc		1,039.25	
0	Timm's Trucking Inc	101-45200-450-42110	1,739.87	Black Dirt (Bluebird Park)
	Timm's Trucking Inc		1,739.87	
0	Trembley Todd B	101-42123-420-44040	108.48	Tune Up of Patrol Bikes
	Trembley Todd B		108.48	
0	Truck Center Companies East LLC	101-42220-420-42210	843.87	KIT EXH RCN Valve #2110
	Truck Center Companies East LLC		843.87	
0	Twin City Garage Door	101-45127-450-44010	1,136.00	Concession Roll Up Door (Soccer Complex)
	Twin City Garage Door		1,136.00	
0	Tyler Technologies Inc	431-45110-450-44050	11,084.00	Tyler SAAS Fees
0	Tyler Technologies Inc	431-41510-410-44050	2,608.00	Tyler SAAS Fees
	Tyler Technologies Inc		13,692.00	
181112	United Laboratories Inc	101-45122-450-42230	319.16	Enzyme Odor Eliminator - Cleaner
	United Laboratories Inc		319.16	
181113	Universal Truck Equipment Inc.	431-43121-430-45400	33,726.00	Truck Box - 2024 Ford F350
	Universal Truck Equipment Inc.		33,726.00	
181114	US Bank Home Mortgage	601-00000-000-20200	379.11	Refund Check 022576-001, 815 Central Ave
	US Bank Home Mortgage		379.11	
181115	W W Goetsch Associates Inc	602-49480-000-45400	9,998.00	Lagoon Pump
	W W Goetsch Associates Inc		9,998.00	
181116	Wal-Mart	101-45500-450-43130	11.72	Programming Drinks
181116	Wal-Mart	101-45500-450-42010	13.90	Ziplock Baggies/Wall Anchors

Check Numbe	Last Name	Acct 1	Amount	Description
181116	Wal-Mart	101-00000-000-10100	79.01	Safety Camp Speaker Supplies
181116	Wal-Mart	101-00000-000-10108	-79.01	Safety Camp Speaker Supplies
181116	Wal-Mart	101-45140-450-43130	79.01	Safety Camp Speaker Supplies
181116	Wal-Mart	101-45140-450-42110	36.11	Camp Supplies
181116	Wal-Mart	101-00000-000-10108	-409.61	Safety Camp Lunch Supplies
181116	Wal-Mart	101-45140-450-43130	409.61	Safety Camp Lunch Supplies
181116	Wal-Mart	101-00000-000-10100	409.61	Safety Camp Lunch Supplies
181116	Wal-Mart	602-49450-000-42110	1.10	Paper Plates
181116	Wal-Mart	601-49430-000-42110	1.10	Paper Plates
181116	Wal-Mart	101-43121-430-42110	10.58	Paper Plates
181116	Wal-Mart	603-49500-000-42110	0.16	Paper Plates
181116	Wal-Mart	101-00000-000-10108	-17.02	Safety Camp Supplies
181116	Wal-Mart	101-45140-450-43130	17.02	Safety Camp Supplies
181116	Wal-Mart	101-00000-000-10100	17.02	Safety Camp Supplies
181116	Wal-Mart	101-45140-450-42110	34.34	Camp Supplies
181116	Wal-Mart	101-42220-420-42110	57.86	Gatorade
181116	Wal-Mart	101-45140-450-43130	123.45	Safety Camp Supplies Lunch
181116	Wal-Mart	101-00000-000-10100	123.45	Safety Camp Supplies Lunch
181116	Wal-Mart	101-00000-000-10108	-123.45	Safety Camp Supplies Lunch
	Wal-Mart		795.96	
181117	Waste Management of WI-MN	101-45500-450-43840	436.08	Central Park Refuse May
	Waste Management of WI-MN		436.08	
181118	Wieber Physical Therapy Inc	101-42123-420-43090	185.00	Post Offer Evaluation / D Nelson
181118	Wieber Physical Therapy Inc	101-42123-420-43090	185.00	Post Offer Evaluation / D Ikonitski
	Wieber Physical Therapy Inc		370.00	
181033	Xcel Energy	101-43160-430-43810	4.57	51-0297296-3 - 1990A Lyndale Ave N
181033	Xcel Energy	101-43160-430-43810	20.59	51-5358630-4 - 45 State Ave Lighting
181033	Xcel Energy	602-49450-000-43810	18.95	303333605 410 Frink Ave Lift Station
181033	Xcel Energy	101-45122-450-43810	5.47	154794 16 Central Ave
181033	Xcel Energy	602-49450-000-43810	41.71	303203605 319 Lind St Lift Station
181033	Xcel Energy	101-43160-430-43810	-89.56	304157632 1602 2nd Ave NW
181033	Xcel Energy	101-45200-450-43810	46.49	302165394 415 2nd Ave SW Wapacuta Pk
181033	Xcel Energy	101-43170-430-43810	85.49	303446090 1418 Division St W Signal Light
181033	Xcel Energy	225-49810-430-43830	24.18	302414965 3401 Hwy 21 W
181033	Xcel Energy	101-42500-420-43810	2.11	146104 920 9 Ave SW CD Siren
181033	Xcel Energy	101-45122-450-43830	274.44	302342287 Boiler Heat Line 30%
181033	Xcel Energy	101-42210-420-43830	340.55	302350193 122 2 St NW Fire Hall

Check Numbe	Last Name	Acct 1	Amount	Description
181033	Xcel Energy	101-45126-450-43810	665.35	303373970 117 Shumway Load Profile
181033	Xcel Energy	101-43160-430-43810	-124.73	303661815 495 Heritage Pl
181033	Xcel Energy	101-45500-450-43810	-78.22	302342287 11 Division St E
181033	Xcel Energy	101-45200-450-43810	61.28	303239611 Sr High Tennis Courts
181033	Xcel Energy	602-49480-000-43810	13,618.61	304239286 214 14th St NE
181033	Xcel Energy	101-43160-430-43810	30.12	303328788 1600 30 St NW
181033	Xcel Energy	602-49450-000-43810	36.41	302346525 3030 Hwy 60 W Lift Station
181033	Xcel Energy	101-43160-430-43810	192.60	304850219 218 3 St NW/129 4 St NW Street Light
181033	Xcel Energy	101-43160-430-43810	22.63	304116510 1904 Grant St NW
181033	Xcel Energy	101-45200-450-43810	-155.62	304017445 900 Lyndale Ave N
181033	Xcel Energy	101-43160-430-43810	36.67	305051521 New Bridge Lights 2nd Ave Bridge
181033	Xcel Energy	101-45200-450-43830	42.20	302627100 Jefferson Warming House
181033	Xcel Energy	602-49480-000-43830	1,107.09	302858086 214 14 St NE
181033	Xcel Energy	101-45500-450-43810	139.24	302342287 11 Division St E
181033	Xcel Energy	101-45125-450-43830	40.03	303727721 1830 2 Ave NW Aquatic Center
181033	Xcel Energy	101-42500-420-43810	1.01	167157 1203 Parshall St
181033	Xcel Energy	101-43160-430-43810	152.82	304850220 720 4 St NW Street Light Feed Point
181033	Xcel Energy	602-49450-000-43810	12.68	302794134 98 3 Ave NW Viaduct Lift Station
181033	Xcel Energy	101-42500-420-43810	1.01	178539 2613A Hulett Court
181033	Xcel Energy	101-43160-430-43810	30.12	304087990 510 2 Ave NW Carnival
181033	Xcel Energy	101-42210-420-43810	839.86	302527702 122 2 St NW Fire Hall
181033	Xcel Energy	101-43160-430-43810	77.56	304850221 419 8 Ave NW-8 Ave Signal System
181033	Xcel Energy	101-45122-450-43810	4,322.77	303273787 15 Central Ave Load Profile
181033	Xcel Energy	101-42500-420-43810	2.11	164184 930 4th CD Siren
181033	Xcel Energy	602-49450-000-43810	62.96	302976387 1301 Willow St Lift Station
181033	Xcel Energy	101-45200-450-43810	30.61	304850239 Tee Pee Tonka Park Tunnel
181033	Xcel Energy	101-45200-450-43810	-36.33	302261595 920 9 Ave SW
181033	Xcel Energy	101-42110-420-43830	488.54	303688424 25 4th St NW
181033	Xcel Energy	101-45200-450-43810	15.92	302321102 1000 7 Ave SW-S Alex Sec
181033	Xcel Energy	225-49810-430-43830	38.41	304268037 Hangar 910A - City
181033	Xcel Energy	602-49450-000-43810	409.56	304051816 1200 Belview Trl
181033	Xcel Energy	101-45500-450-43830	640.37	302342287 11 Division St E 70%
181033	Xcel Energy	101-43160-430-43810	28.64	304116512 1000 Lyndale Ave S
181033	Xcel Energy	101-43160-430-43810	20.33	305251679 1701 Grant St NW St Light
181033	Xcel Energy	101-43160-430-43810	21.00	304116511 800 Lyndale Ave S
181033	Xcel Energy	601-49430-000-43810	6,697.27	302568990 410 Alexander Park Well #5
181033	Xcel Energy	101-42500-420-43810	42.50	303930334 Fairgrounds/300 Western
181033	Xcel Energy	101-41940-410-43830	221.79	303640982 208 1 Ave NW City Hall
181033	Xcel Energy	101-45500-450-43810	20.52	302342287 11 Division St E Security
181033	Xcel Energy	601-49430-000-43830	84.20	304051816 1200 Belview Trl
181033	Xcel Energy	101-43170-430-43810	23.79	304131503 2200 30th St NW
181033	Xcel Energy	101-45200-450-43810	36.88	304915622 705 3 Ave NW-Wapacuta Park Shelter
181033	Xcel Energy	602-49450-000-43810	39.02	304801551 1321 Matteson St Lift Station

Check Numbe	Last Name	Acct 1	Amount	Description
181033	Xcel Energy	101-45200-450-43830	34.59	304017445 900 Lyndale Ave N
181033	Xcel Energy	225-49810-430-43830	32.95	304268056 Hangar 910G - Rental
181033	Xcel Energy	601-49430-000-43830	139.14	304914908 812 8 Ave NW Bldg B-WTP
181033	Xcel Energy	601-49430-000-43830	51.05	302971552 824 7th St NW Water Works
181033	Xcel Energy	101-45200-450-43810	7.11	175957 500 Maple Lawn Cartway
181033	Xcel Energy	601-49430-000-43810	409.56	304051816 1200 Belview Trl
181033	Xcel Energy	101-45200-450-43810	19.61	303683055 100 TP Tonka Security
181033	Xcel Energy	101-42500-420-43810	33.36	304214955 930 4th Ave NW Siren
181033	Xcel Energy	101-43170-430-43810	-101.33	302525247 4050 Hwy 60 W
181033	Xcel Energy	603-49500-000-43830	11.97	304051816 1200 Belview Trl
181033	Xcel Energy	601-49430-000-43810	527.10	304872579 812 8 Ave NW-WTP
181033	Xcel Energy	101-45122-450-43830	490.43	303402179 16 Central Ave
181033	Xcel Energy	101-43121-430-43810	3,935.34	304051816 1200 Belview Trl
181033	Xcel Energy	603-49500-000-43810	58.23	304051816 1200 Belview Trl
181033	Xcel Energy	602-49450-000-43810	9.78	302772185 1150 Willow Lift Station
181033	Xcel Energy	101-42500-420-43810	1.01	154013 1851 220 St E CD Siren
181033	Xcel Energy	101-45200-450-43810	30.12	303659432 618 9 Ave SW Sledding Hill
181033	Xcel Energy	101-45127-450-43810	39.30	304160080 705 17th St SW
181033	Xcel Energy	101-45200-450-43810	39.90	303683055 100 Tee Pee Tonka Park
181033	Xcel Energy	601-49430-000-43810	1,002.73	302814303 1217 Parshall Reservoir #2
181033	Xcel Energy	101-43170-430-43810	-85.42	303691980 2219 Grant St Light
181033	Xcel Energy	225-49810-430-43830	256.81	304924581 3401 Hwy 21 W
181033	Xcel Energy	601-49430-000-43810	903.00	303929972 1904 Fairground Dr
181033	Xcel Energy	101-43160-430-43810	124.46	304882766 17 3rd St NE Unit Street Light
181033	Xcel Energy	602-49480-000-43810	30.12	302940983 502 3rd Ave NW
181033	Xcel Energy	101-43170-430-43810	141.65	302531059 103 3 St NE Signal Light
181033	Xcel Energy	101-43160-430-43810	59.01	304850224 402 Central-Central Ave Signal System
181033	Xcel Energy	101-43170-430-43810	234.84	303396625 27 Division St E Signal Light
181033	Xcel Energy	101-43170-430-43810	-55.59	303453265 1500 7 St NW Signal Light
181033	Xcel Energy	602-49450-000-43830	24.74	302458578 828 8 Ave NW Park Shop
181033	Xcel Energy	101-43170-430-43810	2.11	156258 117 Shumway CD Siren
181033	Xcel Energy	101-43160-430-43810	73.90	304850223 415/430 2 Ave NW-2 Ave Signal System
181033	Xcel Energy	601-49430-000-43810	6,909.04	303329691 824 7 St NW Pump Water
181033	Xcel Energy	101-43160-430-43810	76.98	304850222 328 4 St NW-4 Ave NW Signal System
181033	Xcel Energy	101-45122-450-43810	1,367.75	302825421 19 Division St W
181033	Xcel Energy	101-43160-430-43810	92.68	305155739 201 30th St NW Lighting
181033	Xcel Energy	101-41940-410-43810	1,769.24	303683323 208 1 Ave NW
181033	Xcel Energy	902-00000-000-23935	-60,798.50	Electricity Bill-April
181033	Xcel Energy	101-45126-450-43810	40.78	302492805 117 Shumway Washington Center
181033	Xcel Energy	101-45122-450-43810	6.04	244829 16 Central Ave
181033	Xcel Energy	101-45126-450-43810	5.22	171746 117 Shumway Lighting
181033	Xcel Energy	101-43121-430-43830	809.00	304051816 1200 Belview Trl
181033	Xcel Energy	101-42110-420-43830	225.63	303877775 11 20th St NW Evidence Garage

Check Numbe	Last Name	Acct 1	Amount	Description
181033	Xcel Energy	101-43160-430-43810	190.85	302767481 210 3 St NE St Light HP
181033	Xcel Energy	101-43160-430-43810	95.94	304886692 1190 60 W Street Light
181033	Xcel Energy	602-49450-000-43810	44.66	305211022 140 Riverchase Ct Lift Station
181033	Xcel Energy	101-45200-450-43810	30.70	303920032 540 2nd Ave NW
181033	Xcel Energy	101-42110-420-43810	4,662.10	303688424 25 4th St NW
181033	Xcel Energy	602-49450-000-43810	30.48	303670994 1090 Cannon Circle Lift Station
181033	Xcel Energy	602-49450-000-43810	26.43	302412146 1901 7 St NW Lift Station
181033	Xcel Energy	101-43160-430-43810	-144.90	304157645 3305 Highway 60
181033	Xcel Energy	601-49430-000-43810	3,638.50	302969048 350 Alexander Park Well #6
181033	Xcel Energy	902-00000-000-23935	60,798.50	51-5693871-5 Electricity Bill - April
181033	Xcel Energy	101-45200-450-43810	29.44	303510224 Central Park Band Stand
181033	Xcel Energy	101-45126-450-43830	408.24	302971175 117 Shumway Washington Center
181033	Xcel Energy	602-49450-000-43830	84.20	304051816 1200 Belview Trl
181033	Xcel Energy	101-42110-420-43810	245.37	303877775 11 20th St NW Evidence Garage
181033	Xcel Energy	101-45200-450-43810	78.26	304428352 601 1st Ave NE Fleckenstein Bluffs Park
181033	Xcel Energy	101-45125-450-43810	815.22	303727721 1830 2 Ave NW Aquatic Center
181033	Xcel Energy	225-49810-430-43830	69.66	304268058 Hangar 910B - City
181119	Xcel Energy	101-45200-450-43810	43.09	51-8498418-5 1800 Alexander Drive
	Xcel Energy		60,866.75	
			787,690.60	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-134 Appoint Election Judges for the 2024 Primary Election and General Election

Background:

Minnesota Statute 204B.21 requires that Election Judges for precincts in a municipality be appointed by the governing body of the municipality. The Statute also permits the appointment of Election Judges on an emergency basis by the Rice County Auditor/Treasurer or the Faribault City Clerk.

Recommendation:

Approve Resolution 2024-134

Attachments:

1. Resolution 2024-134 Appoint Election Judges for the 2024 Primary Election and General Election

CITY OF FARIBAULT

RESOLUTION #2024-134

APPOINT ELECTION JUDGES FOR THE 2024 PRIMARY ELECTION AND GENERAL ELECTION

WHEREAS, Minnesota Statute 204B.21 requires that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minnesota Statute 204B.21 permits the appointment of judges of election on an emergency basis by the Rice County Auditor/Treasurer or the City of Faribault City Clerk; and

WHEREAS, the Rice County Auditor/Treasurer has designated the City Clerk of the City of Faribault, Minnesota, as the responsible authority for the conduct of the 2024 Presidential Primary in the city of Faribault, Minnesota.

NOW, THEREFORE BE IT RESOLVED, that the attached list of eligible voters, listed in Exhibit A, are hereby appointed election judges for the 2024 Primary Election and General Election.

ALSO, BE IT RESOLVED, that the City Clerk is hereby authorized and directed to determine the number of judges in each precinct and to fill vacancies in the event that any of the aforesaid appointed judges cannot fulfill their responsibilities as required by law.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A

Charlene Anderson	Edie Mattson
Judy Becker	John Mattson
Carol Beranek	Barbara Mrosko
Cindy Brough	Linda Mueller
Sara Caron	Helen Munger
Beverly Caron-Wagner	Mary Nauman
Judy Carver	Kris Nyhus
Julian Coronel	Irene Paquette
Donna Crowl	Rene Perrance
Kathryn Crowthers	Michael Provancha
John Culhane	JoDeane Purdie
Jon DeRider	Laurie Quinlan
Sharon Eichhorn	Pat Rice
Peggy Gardner	Kari Ripley-Boysen
Karen Ginter	Michael Sandberg
Marlene Gustafson	Grant Sanders
Robert Gustafson	Todd Schilling
Richard Hallagner	Connie Schubble
Daniel Hargarten	Shirley Slettedahl
Kymn Harpel Anderson	Clark Tayton
Ella Horejsi	Samuel Temple
Melissa Horejsi	Todd Voge
Nancy Jennings	Ann Vohs
Connie Jensen	Karl Vohs
Garda Kahn	Debra Voorhies
Mark Kenney	Charlene Wetzel
Doug Knutson	Eleanor Wilder
Doug Madow	Paul Wilder
Christine Madson	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-133 Approve Hiring Police Officer

Background:

Due to a resignation, there is a need to hire a Police Officer. The position has been open until filled since April 8, 2024.

Eleven applications were received, reviewed and scored. From that review, five applicants were selected for an interview. The panel consisted of police command staff. The panel selected Dmitri Ikonitski as the recommendation for hire.

Resolution 2024-133 recommends the hiring of Dmitri Ikonitski. Dmitri will be hired at grade J step 9, as per the Local 357 LELS CBA 2022-2024.

Recommendation:

Approve resolution 2024-133, approving the hiring of Dmitri Ikonitski as Police Officer.

Attachments:

1. Resolution 2024-133 Approve Hiring Police Officer

CITY OF FARIBAULT

RESOLUTION #2024-133

APPROVE HIRING POLICE OFFICER

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

WHEREAS, the City has advertised and interviewed for the Police Officer position with the City; and

WHEREAS, the City Council desires to fill the vacant Police Officer position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Dmitri Ikonitski be extended an offer of employment to fill the vacant Police Officer position.

Date Adopted: July 9, 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:
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-135 Approve Designation of Authorized Signers, Official Depository and Broker/Dealers for the City of Faribault

Background:

The City is required to adopt a resolution naming the individuals as official signers of the City of Faribault. The Council adopts a resolution at the beginning of each year, which might not normally be amended in a calendar year. However, staffing changes have necessitated one amendment in March to change the City Administrator, and now it is necessary to make amendments for Assistant Finance Director and to reflect the vacancy in the Finance Director position through the addition of Mayor Voracek as an authorized signer.

Another amendment will come forward upon the hiring of a new Finance Director.

Recommendation:

Approve Resolution 2024-135

Attachments:

1. Resolution 2024-135 Approve Designation of Authorized Signers Official Depository and Broker Dealers for City of Faribault

CITY OF FARIBAULT

RESOLUTION #2024-135

APPROVE DESIGNATION OF AUTHORIZED SIGNERS, OFFICIAL DEPOSITORY AND BROKER/DEALERS FOR CITY OF FARIBAULT

WHEREAS, Minnesota State Statute 118A, and the City's Investment Policy requires that the City designate authorized signers and official depositories; and

WHEREAS, the listed financial institutions have agreed to follow the City of Faribault Investment Policy and have provided adequate collateralization for City funds.

NOW, THEREFORE BE IT RESOLVED, that the following individuals be designated as official signers for the City of Faribault:

Jessica Kinser, City Administrator
Kevin Voracek, Mayor
Chad Guse, Assistant Finance Director

ALSO, BE IT RESOLVED, that the following financial institutions be designated as depositories for the City of Faribault:

Citizens Community Federal
State Bank of Faribault
Wells Fargo Bank

ALSO, BE IT RESOLVED, that the following institutions be designated as broker/dealers for the investment of City funds:

RBC Capital Market, LLC.
Oppenheimer & Co. Inc.
League of Minnesota Cities 4M Fund

Date Adopted: July 9, 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: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-137 Approve Pet Parade Street Closures and Parking Restrictions

Background:

The Faribault Parks and Recreation Department is preparing for the 2024 Pet Parade on August 8, 2024. The parade will have a staging area on 9th Street NW from 6th Avenue NW to 2nd Avenue NW and on 4th Avenue NW in front of McKinley School. The parade route will start at the corner of 9th Street NW and 2nd Avenue NW, proceed south on 2nd Avenue NW and west on 5th Street NW to 3rd Avenue NW by Central Park. "No Parking" signs will be posted at these locations between the hours of 4:00 p.m. and 8:00 p.m. A map is attached. The Parks and Recreation Department is requesting parking restrictions for these streets from 4:00 p.m. to 8:00 p.m. and street closures from 7:00 p.m. to 8:00 p.m. for the parade. The parade start time is 7:00 PM. It is also requested to close 5th Street NW from 2nd Avenue NW to 3rd Avenue NW from 8:00 p.m. to 9:30 p.m. for activities.

Recommendation:

Approve Resolution 2024-137 Approve Pet Parade Street Closures and Parking Restrictions.

Attachments:

1. Resolution 2024-137 Approve Pet Parade Street Closures and Parking Restrictions
2. Pet Parade Map

CITY OF FARIBAULT

RESOLUTION #2024-137

APPROVE PET PARADE STREET CLOSURES AND PARKING RESTRICTIONS

WHEREAS, the Faribault Parks and Recreation Department is sponsoring the 88th Annual Pet Parade on August 8, 2024; and

WHEREAS, the Faribault City Council is supportive of this 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 “No Parking” signs will be posted on 9th Street NW between 6th Avenue NW and First Avenue NW, on Second Avenue NW between 9th Street NW and 5th Street NW, and on 5th Street NW between Second Avenue NW and 3rd Avenue NW between the hours of 4:00 p.m. and 8:00 p.m. on August 8, 2024, for the Pet Parade. And these streets will be closed from 7:00 p.m. to 8:00 p.m. for the Pet Parade. Fifth Street NW between 2nd Avenue NW and 3rd Avenue NW will also be closed from 8:00 p.m. to 9:30 p.m. for activities.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator

 = No Parking Signs
 = Dumpster

Staff Parking

Farm & Horse Parking

McKinley Early Childhood Center

^-----^Parade Staging Area^-----^

Parade Start

Parade Route

Signs on both sides of street around Central Park

PET PARADE NO PARKING SIGNS MAP

Central Park



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 9, 2024
SUBJECT: Approve Hangar Rental Agreement

Background:

Due to a recent vacancy, the City has received a new Hangar rental Agreement from Bryce Narveson/Leonard Myrah of Nerstrand, MN. The lease term expires December 21, 2024.

Recommendation:

Staff recommends that the Council approve the above referenced Hangar Rental Agreement.

Attachments:

1. Bryce Narveson-Leonard Myrah Hangar Rental Agreement

HANGAR RENTAL AGREEMENT

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

This hangar rental agreement is made on: 6/10/24

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

SECTION 1 – OCCUPANT

1.1 Occupant Name: Bryce Narveson / Leonard Myrah
Occupant Address: [REDACTED]
Nerstrand, MN 55053
Phone: [REDACTED]
E-Mail: [REDACTED]
Aircraft Registration No. N5060N

Referred to as the "Occupant" in this document.

1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.

1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

2.1 Hangar. This agreement is for Hangar # 447, in Building 4 as identified on the map maintained by the City of Faribault Public Works Department.

- 2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other item's incident to the use of an aircraft may be stored therein.

It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

- 2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.
- 2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.
- 2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

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

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 1200 Belview Trail, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

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

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

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. This agreement takes effect on the date hereof, and expires on 12/31/2024. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.
- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

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

SECTION 5 – TERMINATION PROVISIONS

- 5.1 **Termination.** Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).
- 5.2 **Default.** In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.

- 5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.
- 5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.
- 5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.
- 5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

The occupant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

- 6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.
- 6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.
- 6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.
- 6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.

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

6.7 General Provisions:

a. Airport Access

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this agreement shall be heard in the state or federal courts of Minnesota, and all parties to this agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

such phrase means the consent or approval from the appropriate employee or agent of City.

m. Notice

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

If to the City: City of Faribault
Department of Public Works
1200 Belview Trail
Faribault, MN 55021

If to the occupant: Bryce Narveson
Nerstrand, MN 55053

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

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

The term of this agreement begins on the date indicated: 6/10/2024

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek, Mayor

Attest: _____
Jessica L. Kinser, City Administrator

OCCUPANT:

Dated: 6/10/2024

By: Bryce Narveson



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 9, 2024
SUBJECT: Approve Hangar Rental Agreement

Background:

Due to a recent vacancy, the City has received a hangar rental agreement from Robert Randall of Faribault, MN. Robert currently has a lease but is moving to a different unit. The lease term expires on December 31, 2024.

Recommendation:

Staff recommends that the Council approve the above referenced Hangar Rental Agreement.

Attachments:

1. Robert Randall Hangar Rental Agreement

HANGAR RENTAL AGREEMENT

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

This hangar rental agreement is made on: May 20, 2024

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

SECTION 1 – OCCUPANT

1.1 Occupant Name: Robert Randall
Occupant Address: [REDACTED]
Faribault, MN 55021
Phone: [REDACTED]
E-Mail: [REDACTED]
Aircraft Registration No. [REDACTED]

Referred to as the "Occupant" in this document.

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

SECTION 2 – HANGAR

- 2.1 Hangar. This agreement is for Hangar 824, in Building 5 as identified on the map maintained by the City of Faribault Public Works Department.

- 2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.

It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

- 2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.
- 2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.
- 2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

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

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 1200 Belview Trail, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

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

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

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, 2024. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.
- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

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

SECTION 5 – TERMINATION PROVISIONS

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

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

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

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

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

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

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

- 6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.
- 6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.
- 6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.
- 6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.
- 6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real

property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this agreement shall be heard in the state or federal courts of Minnesota, and all

parties to this agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

If to the City: City of Faribault
Department of Public Works
1200 Belview Trail
Faribault, MN 55021

If to the occupant: Robert Randall
[REDACTED]
Faribault, MN 55021

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

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

The term of this agreement begins on the date indicated: May 20, 2024

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek, Mayor

Attest: _____
Jessica L Kinser, City Administrator

OCCUPANT:

Dated: 6.25.2024

By: Robert Randall
Occupant



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-142 Approve LG230 Application to Conduct Off-Site Gambling

Background:

Faribault Rotary Youth Services, Inc. submitted an LG230 Application to Conduct Off-Site Gambling for the Blue Collar Festival on August 2, 2024 and August 3, 2024 at Teepee Tonka Park. If approved by the City Council, Staff will forward the application to the Minnesota Gambling Control Board.

Recommendation:

Approve Resolution 2024-142

Attachments:

1. Resolution 2024-142 Approve Application For Off-Site Gambling
2. Offsite Gambling Permit Form - Blue Collar 2024

CITY OF FARIBAULT

RESOLUTION #2024-142

APPROVE LG230 APPLICATION TO CONDUCT OFF-SITE GAMBLING

WHEREAS, Faribault Rotary Youth Services, Inc. submitted an application for a Minnesota Lawful Gambling License for off-site gambling to be conducted at 10 3rd Ave NE, Faribault, MN on August 2 and August 3, 2024.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby approves the application for Faribault Rotary Youth Services, Inc. to conduct off-site gambling at Teepee Tonka Park, 10 3rd Ave NE, Faribault, MN on August 2, 2024 and August 3, 2024.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**Organization Name: Faribault Rotary Youth Services, Inc.Address: 407 NW 1st Ave City: Faribault, MN Zip: 55021Chief Executive Officer (CEO) Name: Chad KoepkeGambling Manager Name: Brenda DeMars**GAMBLING ACTIVITY**

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 08 / 02 / 24 to 08 / 03 / 24

Check the type of games that will be conducted:

☐

Raffle

☒

Pull-Tabs

☒

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISESName of location where gambling activity will be conducted: Teepee Tonka Park

Street address and

City (or township): 10 3rd Ave NE, Faribault, MN Zip: 55021 County: Rice

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐**Yes** If yes, a lease is not required.☒**No** If no, the lease agreement below must be completed, and signed by the lessor.**LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)**Rent to be paid for the leased area: \$ \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

The Blue Collar Festival is being hosted at Teepee Tonka Park (public park) and the Chamber has requested
Faribault Rotary Youth Services provide pull-tabs and bingo for festival goers.

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

July 2, 2024
Date

Mail or fax to: Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032	No attachments required. Questions? Contact a Licensing Specialist at 651-539-1900.
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: July 9, 2024
SUBJECT: Approve City of Faribault Title VI Plan for MnDOT FHWA Subrecipient

Background:

Title VI of the Civil Rights Act of 1964 provides that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the grounds of race, color, or national origin under any program or activity receiving federal financial assistance. The City of Faribault, as a recipient of federal financial assistance, must comply with Title VI of the Civil Rights Act of 1964; 49 CFR Part 21 (Department of Transportation Regulations for the Implementation of Title VI of the Civil Rights Act of 1964); 49 CFR Part 303 (Civil Rights); and related statutes and regulations.

The attached policy was drafted for the City of Faribault based on a template provided by MNDOT and reviewed with the City Council at the July 2, 2024, City Council work session. No changes to the policy have been made since the work session.

Recommendation:

Approve City of Faribault Title VI Plan for MnDOT FHWA Subrecipient

Attachments:

1. Subrecipient Title-VI-Plan-City of Faribault



Title VI Plan for MnDOT FHWA Subrecipient
City of Faribault

July 9, 2024
(Date)

Prepared by: Mark DuChene, Director of Engineering

Title VI Plan Revision Log

Date Month/day/year	Section Revised	Summary of Revisions
07/09/2024	Plan established and approved	

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I. Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance. Several other federal legal authorities supplement Title VI by extending protections based on age, sex, disability, limited English proficiency, and low-income status. In addition, the Civil Rights Restoration Act of 1987 clarified Title VI enforcement by mandating that Title VI requirements apply to *all* programs and activities of federal-aid recipients regardless of whether any particular program or activity involves federal funds. Taken together, these laws require recipients and subrecipients of federal funds to ensure all programs and services are delivered to the public without discrimination.

City of Faribault, as a recipient of federal financial assistance, will ensure full compliance with Title VI of the Civil Rights Act of 1964; 49 C.F.R. Part 21 (Department of Transportation Regulations for the Implementation of Title VI of the Civil Rights Act of 1964); 49 C.F.R. Part 21; and related statutes and regulations. City of Faribault acknowledges it is subject to and will comply with Federal Highway Administration Title VI Assurances.

This plan explains the how City of Faribault incorporates the requirements of Title VI and related legal authorities into its operations. The plan will be used a reference for the City of Faribault and an informational resource for the public. The plan will be updated every 3 years to reflect changes in Title VI compliance operations.

II. Legal Authorities

City of Faribault Title VI compliance program is governed by many legal authorities, including, but not limited to, the list below.

Legal Authority	Summary
Title VI of the Civil Rights Act of 1964 , 42 U.S.C. § 2000d <i>et seq.</i>	Prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
Federal-Aid Highway Act of 1973 , 23 U.S.C. § 324.	Prohibits discrimination on the basis of sex in programs and activities receiving federal financial assistance.
Age Discrimination Act of 1975 , 42 U.S.C. § 6101 <i>et seq.</i>	Prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
Section 504 of the Rehabilitation Act of 1973 , 29 U.S.C. § 794.	Prohibits discrimination on the basis of disability in programs and activities receiving federal financial assistance.
Uniform Relocation Act of 1970 , 42 U.S.C. § 4601 <i>et seq.</i>	Requires fair treatment of persons displaced by federal-aid programs and projects.
Environmental Justice Executive Order (Exec. Order No. 12898, 59 Fed. Reg. 7629 (Feb. 11, 1994).)	Requires federal agencies and federal-aid recipients to identify and address “disproportionately high and adverse human health or environmental effects of its programs, policies and activities on minority populations and low-income populations.”
Limited English Proficiency Executive Order (Exec. Order No. 13166, 65 Fed. Reg. 50121 (Aug. 11, 2000).)	Recipients of federal financial assistance must provide meaningful access to limited English proficiency (LEP) applicants and beneficiaries.
49 C.F.R. Part 21	Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
23 C.F.R. Part 200	Title VI Program and Related Statutes - Implementation and Review Procedures.

III. Title VI and Non-Discrimination Policy Statement

It is the policy of City of Faribault that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of City of Faribault as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

In addition, Executive Order No. 12898, 59 Fed. Reg. 7629 (Feb. 11, 1994) requires City of Faribault to ensure fair treatment and meaningful involvement of low-income populations in all programs and activities, and Executive Order No. 13166, 65 Fed. Reg. 50121 (Aug. 11, 2000) requires agency programs to incorporate access for people with limited English proficiency.

This policy applies to all operations of City of Faribault, including its contractors and anyone who acts on behalf of City of Faribault. This policy also applies to the operations of any department or agency to which City of Faribault extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

The Minnesota Human Rights Act prohibits discrimination in the provision of public services on the basis of race, color, creed, religion, national origin, sex, marital status, disability, gender identity, sexual orientation, and status with regard to public assistance. Public services are defined to include any department or agency managed by any city or county in Minnesota.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; and Discrimination in any activities related to highway and infrastructure or facility built or repaired.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.* and related statutes, and the requirements of 23 C.F.R. Part 200 and 49 C.F.R. Part 21.

Jessica Kinser, City Administrator

Date

IV. Title VI Assurances

The U.S. DOT requires that federal financial assistance be provided on the condition that the recipient provides an assurance that its programs and activities will be conducted in compliance with Title VI of the Civil Rights Act of 1964. The requirement is located at 49 CFR 21.7(a). To support the implementation of this requirement, the U.S. DOT provided an assurances agreement in U.S. DOT Order 1050.2A that federal fund recipients and subrecipients must sign as a condition of receiving federal financial assistance.

The assurances agreement provides specific non-discrimination language the City of Faribault is required to include in bid solicitations or requests for proposal, contracts, and real estate agreements. The City of Faribault is committed to ensuring the necessary language is used as prescribed in the assurance agreement.

In accordance with this requirement, the City of Faribault has signed the U.S. DOT Standard Title VI/Non-Discrimination Assurances. The document is attached as **Appendix A**.

V. Organization, Staffing, and Structure

Faribault's City Administrator is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 C.F.R. Part 200 and 49 C.F.R. Part 21.

City of Faribault has assigned Mark DuChene, Director of Engineering (or their successor), to perform the duties of the Title VI Coordinator and ensure implementation of the agency's Title VI program. The position of Director of Engineering is located within Engineering Department. The Title VI Coordinator will be in communication with the Communications Manager, Public Works Director, and the City Administrator in this work.

The Title VI Coordinator is responsible for:

- Maintaining and updating the Title VI plan on the agency's behalf;
- Ensuring relevant agency staff receive necessary Title VI training;
- Ensuring prompt processing of Title VI complaints and referral to Minnesota Department of Transportation;
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas; and
- Developing Title VI information for dissemination internally and externally;

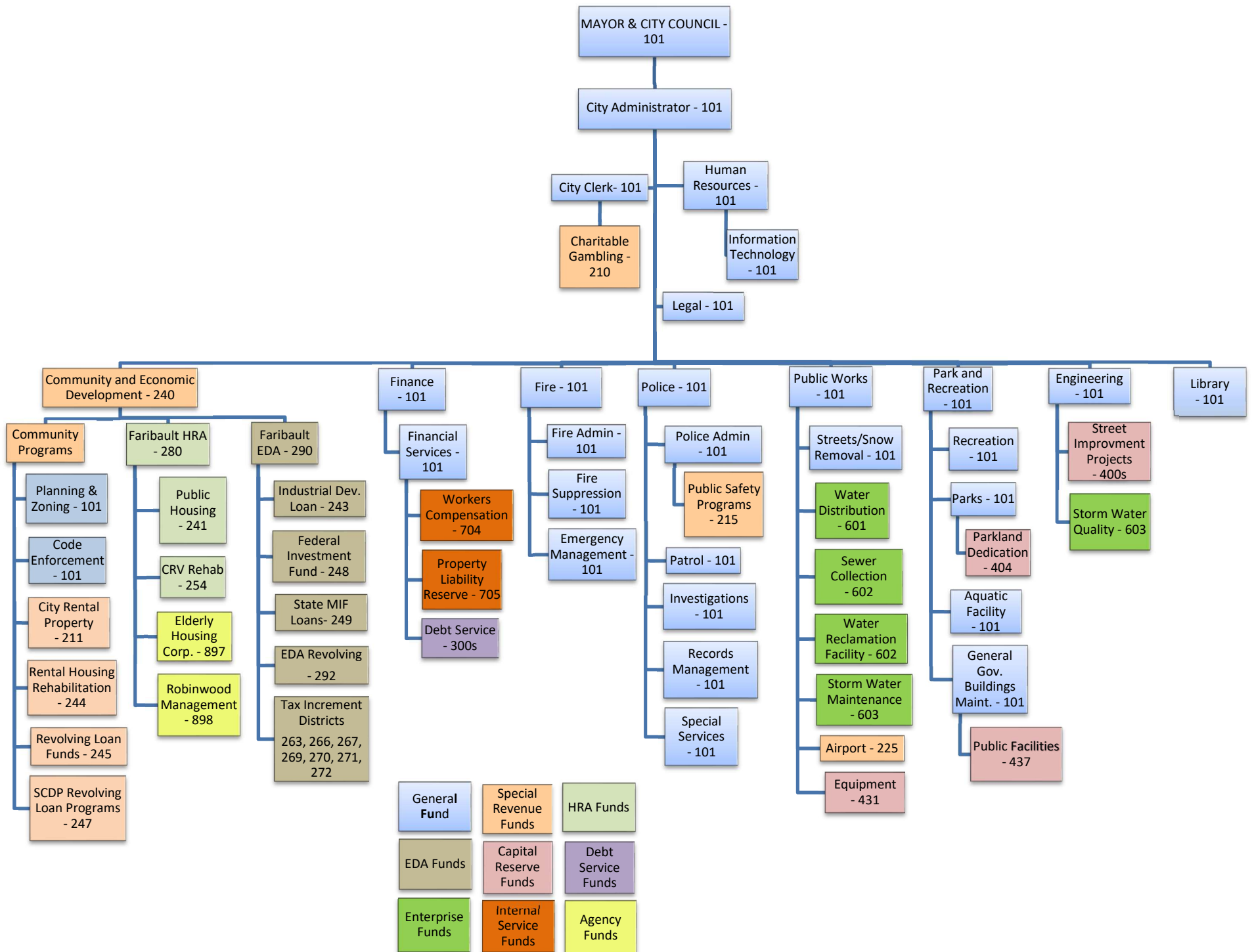
See the following page for the City of Faribault's organizational chart.

VI. Training

City of Faribault will ensure that its staff understand Title VI of the Civil Rights Act of 1964 and how it may apply to their work. The following options are available for providing training:

- Review of the City of Faribault Title VI Plan
- Attendance at any available Title VI trainings provided by the Minnesota Department of Transportation, U.S. Department of Transportation or its applicable operating administrations, or the U.S. Department of Justice.
- Viewing the video [Understanding and Abiding by Title VI of the Civil Rights Act of 1964](#) produced by the U.S. Department of Justice

City of Faribault will maintain records indicating that staff have received sufficient training on a periodic basis.



Primary Program Area Descriptions & Review Procedures

The City of Faribault engages in the following program areas:

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
Right of Way	Issues public right of way permits for construction, transportation, business, and other activities. Coordinates relocation of citizens whose property has been acquired for a right of way.	Public right of way permits and relocations should not create unfair burdens for environmental justice communities. Ensuring property owners impacted by right of way activities are made aware of their right to be free from discrimination on the basis of race, color, or national origin under Title IV of the Civil Rights Act of 1964.	City will review permits and relocations to ensure nondiscrimination. City will begin planning how demographic data can be included in necessary right of way templates or forms. City will begin providing information about Title VI notice to property owners impacted by right of way activities.
Contracting	Develops and manages contracts and contracting opportunities, including specifications, bidding process, and contract execution.	Maintaining an open and fair bidding process for all contracts. Ensure Title VI Assurances appendices are included in contracts as specified within the assurances document.	City will begin reviewing contracts for necessary Title VI language. City will review any available data on contract recipients to ensure nondiscrimination in contracting. City will review bidding procedures to ensure nondiscrimination and equal opportunity.

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
Planning	Short-term and long-term planning of transportation projects	Using equity-based analysis as part of planning process. Ensuring comprehensive public participation to meet environmental justice requirements. Collecting demographic data from public engagement activities regarding demographics of public participants. Providing language access as needed.	City will review planning decisions through equity lens to ensure nondiscrimination. City will review public engagement activities periodically to determine whether engagement opportunities were offered to all communities. City will be documenting language access requests. Ensure transparency and availability of City of Faribault Capital Improvement Plan
Public Engagement	Coordinates public engagement activities for planning and project development, as well as relationship-building engagement activities.	Comprehensive public participation to meet environmental justice requires. Collecting demographic data from public engagement activities regarding demographics of public participants. Providing language access as needed. Disseminating Title VI information to the public to ensure they are aware of their rights to be free from discrimination.	City will review public engagement activities periodically to determine whether engagement opportunities were offered to all communities. City will post a copy of its Title VI policy on its website, public notice board and at public buildings.

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
Maintenance	Services roadways and right of ways, including, but not limited to, providing: • Repair • Signage • Drainage • Snow and ice removal	Ensuring no communities are subject to a disparate lack of maintenance services based on a protected class.	City will review resources provided to the community and determining whether any protected class communities have disproportionately benefited or been harmed by the delivery of maintenance services. City will annually review its snow and ice policy.

VII. Data Collection

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting the Data)
Right of Way	Collecting demographic data from property owners who may be subject to right of way activities by including inputs for demographic data on the field title report form.	City will ensure right of way activities do not disproportionately affect individuals or groups based on a protected class status.
Contracting	Identifying contractors who are a: - Disadvantaged Business Enterprise (DBE) by the Minnesota Unified Certification Program - Targeted Group Business (TGB) by the Minnesota Department of Administration - Veteran-Owned/Service-Disabled Business by the United States Department of Veterans Affairs	City will ensure equal opportunity in contracting to all individuals and groups.
Planning	Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community.	City will ensure project impacts do not disproportionately impact any individuals or groups based on a protected class status.
Public Engagement	Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community. Providing demographic questionnaires to public engagement participants and including demographic questions in public surveys.	City will ensure communications and interactions with the public sufficiently reach all local demographics.
Maintenance	Reviewing maintenance activities by geography and demographic makeup of communities receiving the maintenance services	City will ensure no communities are subject to a disparate lack of maintenance services based on a protected class.

Title VI Complaint Procedures

Scope of Title VI Complaints

No person or groups of persons shall, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by City of Faribault, and its contractors on the grounds of **race, color, creed, religion, national origin, sex, age, disability, marital status, sexual orientation gender identity, low-income status or status with regard to public assistance.**

The scope of Title VI covers all internal and external activities of City of Faribault.

The following types of actions are prohibited under Title VI protections (See [49 C.F.R. 21.5](#)):

- Excluding individuals or groups from participation in programs or activities
- Denying program services or benefits to individuals or groups
- Providing a different service or benefit or providing them in a manner different from what is provided to others
- Denying an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program
- Retaliation for making a complaint or otherwise participating in any manner in an investigation or proceeding related to Title VI of the Civil Rights Act of 1964

The complaint procedure below is available from the Minnesota Department of Transportation (MnDOT) in [Spanish](#), [Somali](#), and [Hmong](#).

How to File a Formal Title VI Complaint

Any person(s) or organization(s) believing they have been discriminated against on the basis of the protected classes state above by City of Faribault or its contractors may file a Title VI complaint.

Discrimination complaints **must be received no more than 180 days after the alleged incident** unless the time for filing is extended by the processing agency.

Complaints should be in writing and signed and may be filed by mail, fax, in person, or e-mail. A complaint should contain the following information:

- A written explanation of the alleged discriminatory actions;
- The complainant's contact information, including, if available: full name, postal address, phone number, and email address;
- The basis of the complaint (e.g., race, color, national origin, etc.);
- The names of specific persons and respondents (e.g., agencies/organizations) alleged to have discriminated;

- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity that receives Federal financial assistance; and
- The date(s) of the alleged discriminatory act(s) and whether the alleged discrimination is on-going.

Complainants are encouraged to submit complaints directly to Minnesota Department of Transportation (MnDOT) via its online complaint form available here:

<https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint-form.html>.

Complaints can also be filed by completing and submitting City of Faribault's Title VI Complaint Form available at Appendix B or by sending an email or letter with the necessary information to:

City of Faribault
1200 Belview Trail, Faribault, MN 55021

Email: pw@ci.faribault.mn.us

Phone: 507.333.0361

The complaint form is also available in hard copy at City of Faribault City Hall at 208 NW 1st Avenue, Faribault, MN 55021 or the Public Works Building at 1200 Belview Trail, Faribault, MN 55021. Language assistance is available for limited English proficient individuals. MnDOT has hard copy complaint forms available in [Spanish](#), [Somali](#), and [Hmong](#). Other languages can be accommodated as needed.

If necessary, the complainant may the phone number above and provide the allegations by telephone. The Title VI Coordinator will transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature.

Complaints can also be filed directly with the following agencies:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-105
Washington, DC 20590
Email: CivilRights.FHWA@dot.gov
Fax: 202-366-1599
Phone: 202-366-0693

Minnesota Department of Transportation
Office of Civil Rights
385 John Ireland Boulevard, Mail Stop 170
St. Paul, MN 55105
Online: [Complaint Form](#)

Fax: 651-366-3129

Phone: 651-366-3073

After submitting a complaint, the complainant will receive a correspondence informing them of the status of the complaint within ten (10) business days of City of Faribault or other agency receiving the complaint.

Complaints received by City of Faribault's Title VI Coordinator are forwarded to the MnDOT Office of Civil Rights (OCR). MnDOT OCR will forward the complaint to the FHWA Minnesota Division Office, along with a preliminary processing recommendation. The FHWA Minnesota Division Office will forward the complaint to FHWA Headquarters Office of Civil Rights (HCR).

FHWA HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints. There are four potential outcomes for processing complaints:

- **Accept:** if a complaint is timely filed, contains sufficient information to support a claim under Title VI, and concerns matters under the FHWA's jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Minnesota Division Office a written notice that it has accepted the complaint for investigation.
- **Preliminary review:** if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.
- **Procedural Dismissal:** if a complaint is not timely filed, is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Minnesota Division Office a written notice that it is dismissing the complaint.
- **Referral\Dismissal:** if the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

Complaints are not investigated by City of Faribault. FHWA HCR is responsible for investigating all complaints. FHWA HCR may also delegate the investigation to MnDOT OCR, who would then conduct all data requests, interviews, and analysis and create a Report of Investigation (ROI). MnDOT OCR will have sixty (60) business days from the date the investigation is delegated to prepare the ROI and send it to HCR. HCR will review the ROI and compose a Letter of Finding based on the ROI.

For further information about the FHWA investigation process and potential complaint outcomes, please visit the [Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964](#).

VIII. Environmental Justice

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires federal agencies to make achieving environmental justice a part of its mission by identifying and addressing disproportionately high and adverse human health and environmental effects of their programs, policies, and activities on minority and low-income populations. The requirements are to be carried out to the greatest extent practicable and permitted by law.

In May 2012, USDOT issued an update to DOT Order 5610.2(a), DOT Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which was originally published in April 1997. The revised Order continues to be a key component of DOT's environmental justice strategy. It updates and clarifies certain aspects of the original Order while maintaining its general framework and procedures and DOT's commitment to promote the principles of environmental justice in all DOT programs, policies, and activities.

Similarly, City of Faribault will institutionalize the same key components of DOT's environmental justice strategy and commitment to promote the principles of environmental justice in all City of Faribault's programs, policies, and activities. These policies outline actions and factors to address environmental justice in order to identify and avoid discrimination and disproportionality high and adverse effects on minority and low-income populations:

1. Identify and evaluate environmental, public health, and interrelated social and economic effects of City of Faribault programs, policies, and activities;
2. Propose measures to avoid, minimize, and/or mitigate disproportionately high and adverse environmental and public health effects and interrelated social and economic effects, and provide offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by City of Faribault programs, policies, and activities, where permitted by law and consistent with Executive Order 12898;
3. Consider alternatives to proposed programs, policies, and activities where such alternatives would result in avoiding and/or minimizing disproportionately high and adverse human health or environmental impacts, consistent with Executive Order 12898; and
4. Elicit public involvement opportunities and consider the results thereof, including soliciting input from affected minority populations and low-income populations in considering alternatives.

City of Faribault supports environmental justice through every stage of the planning, construction and maintenance processes, consistent with the factors outlined above. This ensures City of Faribault gains input from the community that will help shape how City of Faribault builds and maintains roads, bridges, the local airport, and parks and trails.

Some ways in which the City of Faribault accomplishes this include:

- Striving to ensure the full and fair participation by all potentially affected communities in the transportation decision-making process;
- Working toward avoiding, minimizing or mitigating disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- Striving to providing timely information to area residents and businesses affected by transportation plans and projects;
- Performing periodic reviews of public involvement process to gauge effectiveness, making revisions as necessary; and
- Preventing the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

IX. Public Participation

- City of Faribault will use the U.S. Census data to identify populations potentially impacted by projects conducted by the City. Surveys collecting the race, color, national origin, low-income status, disability, age, and sex of participants of City of Faribault programs and activities will be collected when appropriate.

Race & Ethnicity (2018-2022)		
White	16,327	66.9%
Of Color	7,105	29.1%
Black or African American alone	3,605	14.8%
American Indian and Alaskan Native alone	81	0.3%
Asian or Pacific Islander alone	346	1.4%
Other alone		
Two or more races alone	459	1.9%
Hispanic or Latino (of any race)	3,551	14.5%

- All public meetings and civic engagement opportunities are open to the public to participate in. The City communicates with its residents, including underserved populations, through its social media platforms (Facebook & Twitter), its monthly newsletter, utility bill inserts, website, community events, surveys at meetings and events, and neighborhood construction meetings.
- Resident notification letters are also sent to those potentially affected by road and utility projects taking place in their neighborhood, prior to the start of construction.
- City of Faribault City Council Meetings take place throughout the year and are open to the public. City of Faribault City Council Meetings schedule and locations can be found at <https://www.ci.faribault.mn.us/408/Meeting-Materials-and-Videos> These Meetings are also streamed live and recorded.

- Additionally, the City of Faribault has a number of dedicated web pages for each program area on the City website and the City of Faribault conducts planning and informational meetings to provide for public participation on projects and activities when appropriate. These meetings will include any Title VI accommodations required.
- The City of Faribault adheres to Equal Employment Opportunity/Affirmative Action and Civil Rights assurance policies, principles and imperatives within program planning, development, and implementation. These policies are essential components to bid documents and proposals.

X. Limited English Proficiency (LEP) & Language Access

Legal Background

[Executive Order 13166](#), “Improving Access to Services for Persons with Limited English Proficiency,” reprinted at 65 FR 50121, August 16, 2000, directs each Federal agency to examine the services it provides and to develop and implement a system by which LEP individuals can meaningfully access those services. Federal agencies were instructed to publish guidance to assist states and local governments who receive federal funds with their obligations to LEP individuals under Title VI. The Executive Order states that federal fund recipients, like City of Faribault, must take reasonable steps to ensure meaningful access to their programs and activities for LEP individuals.

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall “on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Courts have interpreted Title VI’s prohibition of discrimination on the basis of national origin to include discrimination based on English proficiency. Under Title VI, recipients of federal financial assistance are required to provide LEP individuals with meaningful access to their programs and services.

The U.S. Department of Transportation (DOT) published [revised guidance](#) for its recipients on December 14, 2005. This document states that Title VI and its implementing regulations require that U.S. DOT recipients take reasonable steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for LEP individuals. Recipients use the DOT LEP Guidance to determine how best to comply with statutory and regulatory LEP obligations.

Identifying Limited English Proficient Populations (Four-Factor Analysis)

Title VI and its regulations require City of Faribault to take reasonable steps to ensure meaningful access to its information and services. What constitutes reasonable steps to ensure meaningful access is flexible, fact-dependent, and contingent on a four-factor analysis established by the U.S. Department of Justice. The four-factor analysis is an individualized assessment that should be applied to determine what reasonable steps must be taken to ensure meaningful access for LEP individuals. **The analysis below is updated at least once every five years.**

FACTOR #1: THE NUMBER OR PROPORTION OF LEP INDIVIDUALS ELIGIBLE TO BE SERVED OR LIKELY TO BE ENCOUNTERED

The greater the number or proportion of LEP individuals from a particular language group served or encountered in the eligible service population, the more likely language assistance services are necessary. Ordinarily, “individuals eligible to be served or likely to be encountered” by a program or activity are those who are in fact, served or encountered in the eligible service

population. This population will be program-specific and includes people who are in the program's geographic area.

City of Faribault should first examine their prior experiences with LEP individuals and determine the breadth and scope of language assistance services needed. It is also important to include LEP populations that are eligible beneficiaries of programs, activities, or services but may be underserved because of existing language barriers.

Generally, City of Faribault will use reliable external data sources to determine the number or proportion of LEP individuals likely to be served or encountered.

City of Faribault relies on [MnDOT's LEP Data Tool](#) to provide the necessary data. **In the most recent analysis conducted in November 2023, the findings on the next two pages were documented.**

American Community Survey (5-Year Estimate 2015-2019, Table ID C16001)



Limited English Proficiency: City

Data source: American Community Survey (ACS) 5-year estimate (2017-2021)

City ACS Limited English Proficiency

County ACS Limited English Proficiency

Students' Primary Home Language

Filter by City

Reset

Faribault

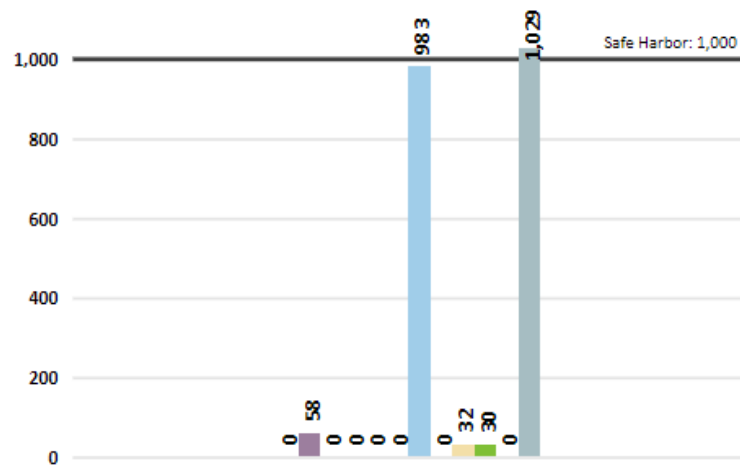
2,132

Total LEP Persons

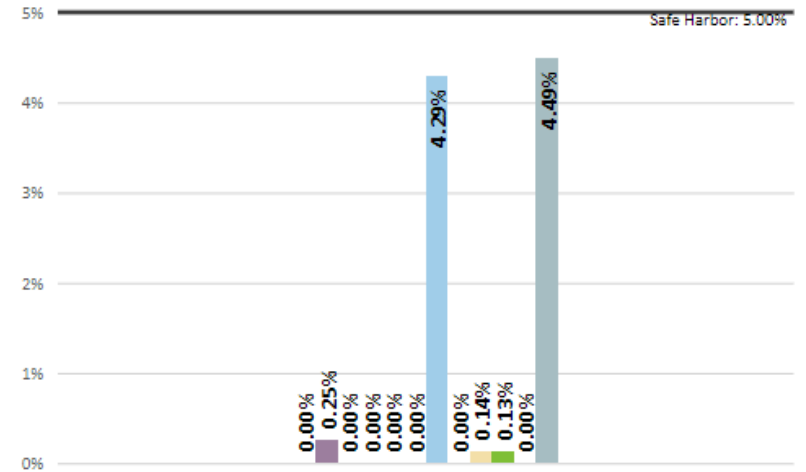
9.31%

Total LEP Percent

LEP Persons



LEP Percent

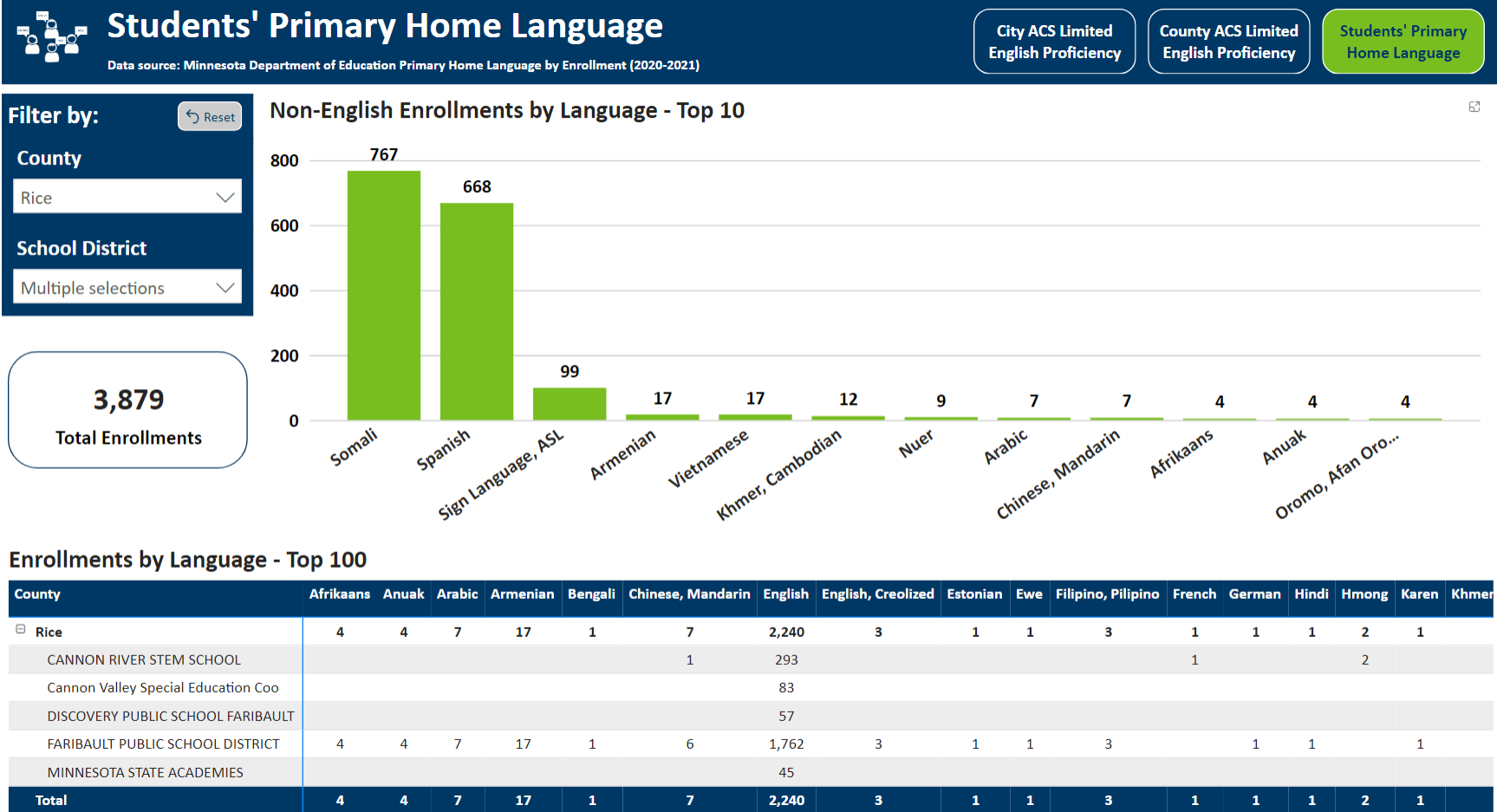


Languages



City	Total #	Total LEP #	Total LEP %	Arabic #	Arabic %	Chinese #	Chinese %	French/Haitian/Cajun #	French/Haitian/Cajun %	German/Other West Germanic #	German/Other West Germanic %	Korean #	Korean %	Russian/Polish/Other Slavic #	Russian/Polish/Other Slavic %	Spanish
Faribault	22,896	2,132	9.31%	0	0.00%	58	0.25%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	983
Total	22,896	2,132	9.31%	0	0.00%	58	0.25%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	983

Minnesota Department of Education: Primary Home Language for Students



Safe Harbor Provision (Written Documents)

U.S. DOT LEP Guidance provides a “safe harbor” to help ensure greater clarity regarding whether City of Faribault is meeting its obligation to provide written translations. These safe harbor provisions only apply to the translation of written documents and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language assistance services are needed and reasonable.

The following actions are considered strong evidence of compliance with the Department’s written-translation obligations:

- (a) Providing written translations of vital documents for **each eligible LEP language group that constitutes 5% or 1,000 people** of the population of individuals eligible to be served or likely to be affected or encountered. Translation of non-vital documents, if needed, can be provided orally; or
- (b) If there are fewer than 50 individuals in a language group that reaches the 5% trigger in (a), the vital written materials are not translated, but written notice of the right to receive free, competent oral interpretation of those vital written materials in the primary language of the LEP language group of is provided.

The above findings from the graphs on the preceding pages indicate the following LEP language groups meets the safe harbor threshold: Somali and Spanish. Therefore, City of Faribault will prioritize written document translation of vital information into those languages.

FACTOR #2: THE FREQUENCY WITH WHICH LEP INDIVIDUALS COME IN CONTACT WITH THE PROGRAM, ACTIVITY, OR SERVICE

City of Faribault should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance. If LEP individuals access a program or service on a regular, consistent basis, then that program or service provider has greater language access duties than a program or service whose contact with LEP individuals is unpredictable or infrequent.

However, even if there are infrequent or unpredictable interactions with LEP individuals, City of Faribault must be prepared to provide language assistance services to LEP individuals.

In applying this factor City of Faribault should also consider whether outreach to LEP individuals could increase the frequency of contact with LEP language groups and remain mindful of the data analysis conducted under Factor #1 to identify the proportion of LEP population present in the service area.

LEP persons may interact in several ways with City of Faribault, including but not limited to:

- Public meetings
- Community events
- Project-specific meetings, events, and discussions
- Online engagement
- Walk-in requests for information
- Phone communications
- Customer service interactions
- Surveys for information
- Requests for permits, licenses, or materials
- Real estate transactions (i.e., right of way)

In its most recent review conducted in June 2024, the City of Faribault noted it has had a moderate level of interactions with the following LEP language groups, in the past 5 years: Somali and Spanish.

The City of Faribault has a limited number of tracking tools related to language-specific data and during our review found there have been interactions that cannot be properly quantified, such as community events, customer service phone calls, etc. The City will begin working toward the implementation of a more effective tracking tool that provides more language-specific data.

City of Faribault will assess, as accurately as possible over the next 5-year period, the frequency with which LEP persons from different language groups come into contact with City of Faribault programs and activities.

FACTOR #3: THE NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY, OR SERVICE TO PEOPLE'S LIVES

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the greater the need for language assistance services. City of Faribault must determine whether denial or delay of access to services or information could have serious implications for the LEP individual. Generally, programs providing information and services related to accessing benefits, opportunities, or rights are considered high importance.

The City of Faribault has determined the most important documents to translate whenever reasonably possible are as follows:

- Right- of-way interactions with LEP property owners
- Community surveys that impact Council decision- making
- Notices of neighborhood meetings
- Notices of public hearings
- Translation of videos that relate important information to the community

Vital Documents

As part of its analysis, a district, office, or program may determine that necessary language assistance measures include the translation of vital documents into the language of each LEP group that is frequently encountered, eligible to be served, or likely to be affected. Vital documents are paper or electronic written material containing information that is (1) critical for accessing programs, services, benefits, or activities, (2) directly and substantially related to public safety, or (3) required by law. Whether a document (or the information it solicits) is “vital” may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is neither accurate nor timely.

Examples of vital documents in the U.S. DOT LEP Guidance include:

- Emergency transportation information
- Notices of public hearings regarding proposed transportation plans or projects
- Notices advising LEP individuals of free language assistance
- Applications or instructions on how to participate in a program or activity or receive benefits or services
- Consent forms

Sometimes a large document may include both vital and non-vital information. For these documents, vital information may include providing notice in the necessary non-English languages explaining where an LEP individual can obtain an interpretation or translation of the document.

Below is a LEP notice that can be placed on the cover of large documents in English, Spanish, Hmong, and Somali.

To request this document in another language, please send e-mail and attach document to accessibility@faribault.org.

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a accessibility@faribault.org.

Yog xav kom muab daim ntawv no sau ua lwm hom lwm, thov sau ntawv nrog daim ntawv tuaj rau ntawm accessibility@faribault.org.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga accessibility@faribault.org.

As noted under Factor #1, the following languages meets the safe harbor threshold for translating vital written materials: Somali and Spanish. The following document types

have been identified as vital and subject to translation in accordance with this analysis and federal guidance:

- **Public Notice of Rights Under Title VI**
- **Language assistance notice on public engagement invitations**
- **Language assistance notice on large public-facing documents**

FACTOR #4: THE RESOURCES AVAILABLE TO CITY OF FARIBAULT AND THE COST OF LANGUAGE ASSISTANCE

The resources available to City of Faribault and the costs of providing language assistance services may impact the steps taken to provide meaningful access to LEP individuals. Additionally, reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. City of Faribault will determine on a case-by-case basis whether language assistance costs outweigh the benefits.

The four-factor analysis necessarily implicates a spectrum of language assistance measures. For instance, written translations can range from translation of an entire document to translation of a short description of the document, and interpretation services may range from using telephone-based interpretation services to providing in-person interpretation at a public event. Language assistance measures should be based on what is necessary and reasonable after considering the four-factor analysis. City of Faribault will proactively identify how to provide language assistance services efficiently and cost-effectively while ensuring meaningful access to LEP individuals.

Language Services

There are two types of language services:

- *Translation* is the replacement of a word, phrase, or text in one language (source language) with an equivalent-meaning word, phrase, or text in another language (target language). This is written language assistance.
- *Interpretation* is the act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning. This is oral language assistance.

Currently, City of Faribault has the following language services available:

- **Language Line:** Provides telephone-based, on-demand access to language interpreters 24 hours a day, 7 days a week, year-round. The service assists staff in communicating effectively with LEP individuals.
- The City of Faribault website has a built-in Google translate tool that allows users to translate the content of our website into their preferred language.

- When requests provide ample time to do so, the City will use state contract vendors for translating requested documents, and will make every effort to provide interpreters.

XI. Notice of Rights

The City of Faribault's Notice of Rights will be posted on the public notice board in City Hall and on the City's website. It will be provided in English, Somali and Spanish.

Your Rights Against Discrimination under Title VI of the Civil Rights Act of 1964

The City of Faribault is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, sex, age, disability, limited English proficiency or low-income status in any and all programs, activities, or services administered by the department in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination legal authorities.

In addition, the Minnesota Human Rights Act prohibits discrimination in the provision of public services on the basis of race, color, creed, religion, national origin, sex, marital status, disability, gender identity, sexual orientation, and status with regard to public assistance.

If you believe you have been aggrieved by an unlawful discriminatory practice, or wish to request more information about the department's obligations under Title VI, please contact us at the following address and telephone number:

Director of Engineering/Title VI Coordinator
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

A Title VI complaint may also be submitted to MnDOT online at <https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint-form.html> or using the contact information:

Minnesota Department of Transportation
Office of Civil Rights
395 John Ireland Blvd, Mail Stop 170
St. Paul, MN 55155
Phone: (651)-366-3073
Fax: (651)-366-3129

Appendix A

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The _____ City of Faribault (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a

“facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The _____, City of Faribault, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of **Appendix A and E** of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of **Appendix B** of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in **Appendix C and Appendix D** of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, City of Faribault also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Faribault gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA. This ASSURANCE is binding on

City of Faribault, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in its programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Faribault

(Name of Recipient)

by

(Signature of Authorized Official)

DATED January 22, 2024

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the _____ City of Faribault _____ will accept title to the lands and maintain the project constructed thereon in accordance with the Regulations for the Administration of **Federal Highway Administration (FHWA)**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____ City of Faribault _____ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto _____ City of Faribault _____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the _____ City of Faribault _____, its successors and assigns.

The _____ City of Faribault _____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the _____ City of Faribault _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the _____ City of Faribault _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ City of Faribault _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ City of Faribault _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ City of Faribault _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by _____ City of Faribault _____ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, _____ City of Faribault _____ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, _____ City of Faribault _____ will there upon revert to and vest in and become the absolute property of _____ City of Faribault _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Appendix B

Title VI Complaint Form

MnDOT has fillable PDF complaint forms available [here](#).

Please complete this form to the best of your ability. If you need translation or other assistance, contact _____.

Name _____
 Address _____ City _____ Zip _____
 Phone: Home _____ Work _____ Mobile _____
 Email: _____

Basis of Complaint (circle all that apply):

- ☐ Race ☐ Color ☐ Creed ☐ Gender Identity
☐ National Origin ☐ Sex ☐ Religion ☐ Public Assistance Status
☐ Age ☐ Disability ☐ Marital Status ☐ Other
☐ Retaliation ☐ Low-Income ☐ Sexual Orientation

Who discriminated against you?

Name _____
 Name of Organization _____
 Address _____ City _____ Zip _____
 Telephone _____

How were you discriminated against? (Attach additional pages if more space is needed)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Where did the discrimination occur?

When did the discrimination occur?

Were there any other witnesses to the discrimination?

Name	Organization/Title	Work Telephone	Home Telephone

How would you like to see this situation resolved?

Have you filed your complaint, grievance, or lawsuit with any other agency or court?

Who _____ When _____
 Status (pending, resolved, etc.) _____ Result, if known _____
 Complaint or case number, if known _____

If you have an attorney in this matter, please provide their contact information:

Name _____ Phone _____

Address _____ City _____ Zip _____

Privacy notice: City of Faribault is asking you to provide information in this complaint form which includes private and/or confidential information under the Minnesota Government Data Practices Act. This private/confidential information is being requested so that all allegations of discrimination can be investigated and addressed properly. You are not legally required to provide this information. However, if you do not provide sufficient information, your complaint may not be able to be adequately investigated. The information you provide will be used by City of Faribault, Minnesota Department of Transportation and Federal Highway Administration employees whose job assignments reasonably require access to the information. The following also have a legal right to access the information: exclusive representative for any MnDOT or City of Faribault employee who becomes the subject of investigation in connection with your complaint; the arbitrator if discipline imposed on any such employee is appealed to arbitration; the MN Attorney General's Office; the MN Legislative Auditor's Office; law enforcement agencies and prosecutorial authorities; persons/entities named pursuant to court order; persons/entities whom you authorize; and any other person or entity authorized by state or federal law.

Signed _____ Date _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-143 Approve Hiring Economic Development Coordinator

Background:

Due to a resignation, there is a need to hire an Economic Development Coordinator. The position was posted from May 6, 2024, to June 7, 2024.

Fourteen applications were received, reviewed and scored. From that review, five applicants were selected for an interview. The panel consisted of Dave Wanberg, Community and Economic Development Director, Jessica Kinser, City Administrator, and Kevin Bushard, Human Resources Director. The panel selected Robert Harris III, as the recommendation for hire.

Resolution 2024-143 recommends the hiring of Robert Harris III. Robert would be hired at grade K step 8, as per the Ammended Non-Union Compensation Plan 2022-2024.

Recommendation:

Approve resolution 2024-143, approving the hiring of Robert Harris III as Economic Development Coordinator.

Attachments:

1. Resolution 2024-143 Approve Hiring Economic Development Coordinator

CITY OF FARIBAULT

RESOLUTION #2024-143

APPROVE HIRING ECONOMIC DEVELOPMENT COORDINATOR

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

WHEREAS, the City has advertised and interviewed for the Economic Development Coordinator position with the City; and

WHEREAS, the City Council desires to fill the vacant Economic Development Coordinator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Robert Harris III be extended an offer of employment to fill the vacant Economic Development Coordinator position.

Date Adopted: July 9, 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:
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-125 Approve Acquisition of 505 Central Avenue (PID 18.31.1.26.051) and Authorize the Execution of the Purchase Agreement

Background:

City Administrator Murray worked with the owners of 505 Central Avenue to negotiate a purchase of the property by the City. The result of that negotiation is the attached agreement, whereby the City would purchase the property for \$166,860 in March 2025. The closing in 2025 allows for the current lease on the property to expire without transitioning that to the City to handle.

Ultimately, the City's plans for the property are to demolish the property and expand the adjacent City parking lot. No budget amendment is necessary as part of the approval of this purchase agreement, as the expense for purchase and demolition and improvements would be in 2025. Staff will be incorporating this into a capital request which will come before you at a future date as part of the 2025 budget process.

Recommendation:

Approve Resolution 2024-125

Attachments:

1. Resolution 2024-125 Approve Acquisition of 505 Central Avenue Purchase Agreement
2. Purchase_Agreement- 505_Central_Avenue

CITY OF FARIBAULT

RESOLUTION #2024-125

APPROVE ACQUISITION OF 505 CENTRAL AVENUE (PID 18.31.1.26.051) AND AUTHORIZE THE EXECUTION OF THE PURCHASE AGREEMENT

WHEREAS, Rimpila Enterprises LLC (the "Sellers") are the owners of real estate located at 505 Central Avenue, Faribault, Rice County, Minnesota, and which is legally described in the Agreement as herein defined (the "Property"); and

WHEREAS, the City of Faribault (the "City") desires to purchase the Property from the Sellers; and

WHEREAS, the City has followed applicable statutory provisions and the City find that the purchase of the Property will fulfill the objectives, goals and mission of the City as the City has previously identified this parcel as a key parcel for the development of the 500 block of Central Avenue as part of the Community Vision 2040; and

WHEREAS, the City has prepared a Purchase Agreement (the "Agreement") providing for the terms and conveyance of the Property from the Sellers to the City, with such Agreement being incorporated into and made a part of this Resolution.

NOW, THEREFORE BE IT RESOLVED, that the recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

ALSO, BE IT RESOLVED, that the purchase price for the property is \$166,860.00 pursuant to the terms of the Agreement, which is also approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement.

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents, including but not limited to the Agreement, to effectuate the transaction contemplated by this Resolution.

ALSO, BE IT RESOLVED, that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

PURCHASE AGREEMENT

Faribault, Minnesota

July __, 2024

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES AND OBLIGATIONS CONTAINED HEREIN, the City of Faribault, a Minnesota municipal corporation under the laws of the State of Minnesota, whose business address is 208 1st Avenue NW, Faribault, MN 55021, ("Buyer") and Rimpila Enterprises, LLC, a Minnesota limited liability company, whose address is 505 Central Avenue, Faribault, MN 55021 ("Seller"), agree to the following Purchase Agreement ("Agreement").

THE CONDITIONS AND TERMS OF THIS PURCHASE AGREEMENT INCLUDE THE FOLLOWING:

1. **SUBJECT PROPERTY:** The Seller is the owner of certain real estate (the "Property") located in Rice County, Minnesota, which is legally described on the attached **Exhibit A**.
2. **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.
3. **ACCEPTANCE DEADLINE:** This Agreement shall be null and void unless it has been executed by both Seller and Buyer consistent with the previously executed Option and Purchase Agreement.
4. **PURCHASE PRICE AND TERMS:**
 - A. **PURCHASE PRICE.** The purchase price (the "Purchase Price") for the Property shall be One Hundred Sixty Six Thousand Eight Hundred Sixty dollars (\$166,860.00) payable as follows: One Hundred Sixty Six Thousand Eight Hundred Sixty dollars (\$166,860.00) at Closing by certified check or other immediately available funds.
 - B. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller agrees to execute and shall deliver to Buyer:
 1. Warranty Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):
 - a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;

- b) Easements and restrictions of record which do not interfere with Buyer's intended use of the Property;
 - c) Reservation of any minerals or mineral rights in the State of Minnesota, if any.
- 2. Standard form affidavit of Seller showing no bankruptcies, judgments or mechanics' liens affecting the Property.
- 3. Certificate that Seller is not a foreign national.
- 4. Well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to subparagraph B.1. above must include the following statement: "The Seller certifies that the seller does not know of any wells on the described real property."
- 5. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.
- 6. Information necessary for the Certificate of Real Estate Value (CRV).

C. DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING. At Closing, Buyer shall deliver the following to Seller:

- 1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.
- 5. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a warranty deed conveying marketable title to said Property, subject only to the following exceptions:
 - A. Building and zoning laws, ordinances, state and federal regulations;
 - B. Reservation of any mineral rights by the State of Minnesota;
 - C. Utility and drainage easements that do not interfere with existing improvements.
- 6. **POSSESSION:** Seller agrees to deliver possession not later than the date of closing.
- 7. **COSTS AND PRORATIONS:** Seller and Buyer agree to the following prorations and allocations of costs regarding this Agreement:
 - A. Deed Tax. Buyer shall pay all state deed tax regarding a Warranty Deed and any other documents necessary to place record title in the condition warranted and to be delivered by Seller under this Agreement.

- B. Taxes and Assessments. The real estate taxes due and payable in 2025 are commercial/industrial classification. The Seller and Buyer agree to prorate as of the date of actual closing all real estate taxes due and payable in the year of closing. Buyer shall pay the real estate taxes due and payable in the year following closing and thereafter. The Seller makes no warranties as to the real estate tax classification status of the Property in the year following closing. Seller shall pay all special assessments due and payable and levied as of the date of closing. Buyer shall pay all special assessments levied on said Property after the date of closing. Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments which shall be assessed or levied against the Property subsequent to the date of this Agreement.
- C. Recording Costs. Buyer shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the cost of recording all other documents.
- D. Closing Costs. Seller shall pay the cost of the Seller's mortgage satisfaction fee, if any. Buyer shall pay the cost of the title search, abstracting, title commitment fee, title insurance premiums, and closing fee, if any.
- E. Legal Expenses. The Buyer and Seller shall each be responsible and pay their respective legal fees.

8. TITLE EXAMINATION/CURING TITLE DEFECTS: As soon as reasonably possible after execution of this Agreement by both parties,

- A. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or to Buyer's designated title service provider; and
- B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have twenty (20) days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have ninety (90) days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

9. DEFAULT: If the title to the Premises be found marketable or be so made within said time, and Buyer shall default in any of the covenants contained in this Agreement and continue into default for a period of ten (10) days, then and in that case, Seller may terminate this Agreement and on such termination all the payments made under this Agreement shall be retained by Seller as liquidated damages, time being of the

essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement provided this Agreement shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

10. CONTINGENCIES: This Agreement is subject to the following contingencies:

- A. Inspection of Property. This Agreement is contingent upon an inspection and approval of the Property by the Buyer at the Buyer's expense. Such inspection must be conducted within fourteen (14) days of the signing and acceptance of this Agreement by all parties. Seller hereby grants to Buyer, its agents and designated representatives the right to enter upon the Property at reasonable times and from time to time after the date of this Agreement, to be approved by Seller, for the purposes of inspecting the Property.
- B. Environmental Inspection. This Agreement is contingent upon Buyer approving the environmental condition of the Property not later than thirty (30) days of the signing and acceptance of the Agreement by all parties, pursuant to paragraph 13 of this Agreement.
- C. General Inspection. This Agreement is contingent upon Buyer's inspection of the Property disclosing, in the Buyer's sole discretion, no unsatisfactory conditions, not later than thirty (30) days of the signing and acceptance of the Agreement by all parties. Buyer and Buyer's agents shall have a reasonable right of access to the Property at reasonable times, approved by Seller, prior to closing, solely for the purpose of inspecting the Property.
- D. Approval of Governing Body. This Agreement is contingent upon approval of this Agreement by the City Council of the City of Faribault.
- E. Leases. Seller to supply Buyer with a copy of all written leases and a list of any outstanding verbal agreements regarding leasehold agreements and evidence that such leases or agreements have been terminated prior to closing. Seller has informed Buyer that they have an existing lease with a commercial tenant that runs through February of 2025. Seller agrees not to extend or renew existing leases, and further agrees not to enter into any new leases.
- F. Waiver of Relocation Assistance. Buyer's approval of the Waiver of Relocation Assistance, Services, Payments and Benefits Agreement with Seller.
- G. Pending Code Enforcement Actions. There are no on-going or pending Code compliance enforcement actions involving life and safety issues at the Property.

Upon receipt of an acceptable appraisal, in the Buyer's sole discretion, and upon the approval of Buyer's governing body, the Buyer shall provide written notice to Seller that the contingencies set forth above are satisfied. Until Seller receives such notice, Seller

will not begin performance of Seller's performance obligations required by this Agreement. Buyer shall have until the Date of Closing, unless otherwise specified above, to remove the remaining contingencies set forth above in this paragraph10. The contingencies are solely for the benefit of Buyer and may be waived by Buyer. If the contingencies are duly satisfied or waived, then the Buyer and Seller shall proceed to close the transaction as contemplated herein. If, however, one or more contingencies is not satisfied, or is not satisfied on time, and is not waived, this Agreement shall thereupon be void, at the option of Buyer. If this Agreement is voided by Buyer, Buyer and Seller shall execute and deliver to each other the termination of this purchase agreement. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et seq.

11. **WELL AND SEPTIC SYSTEM DISCLOSURE:** The Seller certifies that Seller does not know of any wells on the described real Property. Provided however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law will be borne by the Seller. If the well is not sealed by the date of closing, Seller shall escrow a sum equal to two times the bid price from a licensed well sealing contractor to complete the sealing process. Seller shall prepare, execute and file any required well certificate at or before closing. If the Property has a septic system, Seller agrees to provide water quality test results and/or septic system certification as required by state law or local ordinance.

12. **OTHER GENERAL AND SPECIAL WARRANTIES:**

- A. Right of Access. Seller warrants that there is a right of access to the Property from a public right of way.
- B. Mechanic's Liens. Seller warrants that, prior to the closing date, Seller has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping, etc.) to the Property, if any.
- C. Buildings. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property.
- D. Notices. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.
- E. Sewer and Water. Seller warrants that the Property is connected to city of Faribault sewer and water.

- F. Seller Authority. Seller warrants that Seller is the owner of the Property, that Seller has full authority to enter into this Agreement for the sale of the Property, and that there are no other parties who hold any unrecorded interests in the Property.
- G. Authority of Seller Signatories. The signatories to this Agreement represent and warrant that he or she is the Seller or they are the representatives of the Seller and that they have the authority to enter into this Agreement on Seller's behalf.
- H. Personal Property and Fixtures Warranty. Buyer grants Seller permission to remove any and all personal property and any fixtures or equipment not needed to maintain the security and all-season occupancy of the building prior to the date of closing. Seller makes no warranty regarding the condition of the fixtures and is selling the personal property and fixtures as is.
- I. Building Plans, Specifications and Surveys. Within ten (10) days after the date hereof, Seller shall deliver to Buyer copies of all building plans, specifications and surveys relative to the Property that Seller has in its possession or subject to its control.
- J. Buyer's Authority. (a) Buyer has the power and authority to execute this Agreement and any Buyer's closing documents signed by it; (b) This Agreement has been duly authorized by all necessary action on the part of Buyer and at the Closing shall be duly executed and delivered and the execution, delivery, and performance by Buyer of such documents does not conflict with or violate any judgment, order or decree of any court or arbiter or any agreement by which Buyer is bound; and (c) All such documents are valid and binding obligations of Buyer and are enforceable in accordance with their terms.

13. ENVIRONMENTAL INVESTIGATION AND WARRANTY:

- A. Seller agrees to permit the Buyer to enter the Property for purposes of conducting environmental testing, at the Buyer's expense, and at times which are approved by Seller.
- B. Seller agrees to cooperate with Buyer and its consultants in conducting the environmental evaluations and specifically agrees to provide the Buyer with copies of all environmental studies, soil borings, tests, reports and other documents related to the Property and in Seller's possession or control.
- C. Seller agrees that, if the Buyer's environmental investigation discloses the existence of any petroleum product or other pollutant, contaminant or hazardous substance on the Property which requires remediation under state or federal environmental laws or regulations, Seller: (i) at its expense, will

perform the remediation to the satisfaction of the Minnesota Pollution Control Agency or other applicable regulatory authority, or (ii) if in Seller's judgment the Property can be more economically remediated without any improvements being located on the Property, terminate this Agreement. If remediation is undertaken by the Seller, but not completed prior to the date of closing, the Buyer may at its option (i) declare this Agreement null and void or (ii) proceed to closing and Seller shall execute an agreement for remediation/indemnification and security (Remediation and Indemnification Agreement) as the Buyer may require.

- D. Seller hereby warrants to Buyer that during the time the Seller has owned the Property there have been no acts or occurrences upon the Property that have caused or could cause impurities in the subsoil or ground water of the Property or other adjacent properties. This warranty shall survive the closing of this transaction.
- E. Seller agrees to indemnify and hold harmless Buyer from any and all claims, causes of action, damages, losses, or costs (including reasonable attorney's fees) relating to impurities in the subsoil or groundwater of the Property or other adjacent properties which arise from or are caused by acts or occurrences upon the Property prior to Buyer taking possession of the same. This indemnity shall survive the closing of this transaction.

14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER:

All of the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the closing of the transaction contemplated herein and the delivery of any documents provided for herein and shall not be merged into any other agreement for a period of one (1) year after Closing.

- 15. RISK OF LOSS.** If there is any loss or damage to the Property between the date hereof and the date of closing, for any reason including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Agreement shall become null and void, at the Buyer's option. If such an event occurs, Buyer and Seller agree to sign a Cancellation of Purchase Agreement within a reasonable time after such event takes place.

- 16. TIME OF ESSENCE:** Time is of the essence in this Agreement.

- 17. CLOSING DATE AND LOCATION:** Upon any required approval by the City of Faribault City Council, this Agreement for the sale of the above-described Property shall be closed on or before March 6, 2025, or upon such other date agreed upon by the parties. The delivery of all papers and monies shall be made at the city hall offices of the City of Faribault and/or at the offices of a closer at the choosing of the City of Faribault. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new closing date.

18. **ADDITIONAL DOCUMENTS:** Buyer and Seller agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.
19. **NOTICES:** Any notice required or permitted to be given by any party upon the other is given in accordance with the Agreement if it is directed to the Seller by delivering it personally to the Seller; or if it is directed to the Buyer, by delivering it personally to an officer of the Buyer; or to either party if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted to either party by facsimile, copy followed by mailed notice as above required; or if deposited by either party, cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

IF TO THE SELLER:

Rimpila Enterprises, LLC
Attn: Karianne Cupersmith, Manager
6305 SW Oakridge Road
Stewartsville, MO 64490

AND COPY TO:

SCHMITZ OPHAUG, LLP
Attn: Kristin L. Yahnke
220 Division St. S.
Northfield, MN 55057

IF TO THE BUYER:

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

AND COPY TO:

KENNEDY & GRAVEN, CHARTERED
Attn: Scott J. Riggs
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the response to any notice by the other party shall commence to run one (1)

business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.

The delivery of all papers and monies pursuant to this Agreement are to be made at the offices of the City of Faribault, 208 1st Avenue NW, Faribault, MN 55021.

20. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts by the parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
21. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.
22. **WAIVER OF RELOCATION BENEFITS:** The Buyer has notified the Seller that (a) the Buyer only seeks to acquire the Property by voluntarily conveyance; (b) the parties mutually initiated negotiations; and (c) if negotiations fail, the Buyer will not acquire or undertake acquisition of the Property by eminent domain. Seller acknowledges that, absent this Agreement, Buyer would not acquire the Property and specifically would not exercise its power of eminent domain to acquire the Property.

Further, the Buyer and Seller acknowledge that the Seller or any tenants or other persons in possession of the Property other than Seller may be entitled to relocation benefits pursuant to Minnesota Statutes Chapter 117. The Buyer and Seller acknowledge that the Purchase Price for the Property includes payment for any and all relocation benefits. As such, the Seller acknowledges that no relocation benefits are applicable to the Property. Pursuant to Minnesota Statutes Section 117.521, the Seller or any tenants or other persons in possession of the Property other than Seller may voluntarily waive any relocation assistance, services, payments and benefits, for which Seller or any tenants or other persons in possession of the Property other than Seller are eligible under Chapter 117 by signing a waiver agreement specifically describing the type and amounts of relocation assistance, services, payments and benefits for which the Seller or any tenants or other persons in possession of the Property other than Seller are eligible, separately listing those being waived, and stating that the agreement is voluntary and not made under any threat of acquisition by eminent domain by the Buyer. Prior to execution of the waiver agreement by the Seller or any tenants or other persons in possession of the Property other than Seller, the Buyer shall explain the contents of the agreement to the Seller or any tenants or other persons in possession of the Property other than Seller. The Seller or any tenants or other persons in possession of the Property other than Seller have agreed to enter into such an agreement with the Buyer and shall do so prior to closing on the Property. Seller represents and warrants that consistent with this Agreement, no person will be

displaced or otherwise entitled to relocation benefits as a result of the sale of the Property. Seller agrees to defend and indemnify the Buyer against any claims made by any third parties for relocation benefits or services.

23. **INDEMNIFICATION:** The Seller hereby agrees to protect, defend and hold the Buyer and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) directly or indirectly arising out of or in connection with any breach of any of the representations and warranties contained in paragraph 12. The warranties and indemnity obligation set forth herein shall survive Closing for a period of one (1) year.
24. **[INTENTIONALLY OMITTED].**
25. **CHOICE OF LAW AND VENUE; INTERPRETATION:** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
26. **NO BROKERS INVOLVED:** The Buyer and Seller have not entered into a contract to engage the services of a real estate broker regarding this transaction or the Property. Each party agrees to pay for and indemnify, defend and hold the other party harmless from any loss or expenses arising from any and all claims for brokerage commissions or finders' fees with whom such party has dealt with in connection with negotiations for the purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer or Seller. The terms and provisions of this paragraph 26 shall survive the Closing and transfer of title.
27. **CUMULATIVE RIGHTS:** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.
28. **ASSIGNMENT:** Buyer may not assign its rights and obligations under this Agreement to another entity.
29. **CAPTIONS, HEADINGS, OR TITLES:** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.

30. **SEVERABILITY:** If any term or provision of this Agreement or the application thereof to any person or circumstances is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.

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NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

The undersigned, owner of the above Property, does hereby approve the above Agreement and the sale thereby made of the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

SELLER:
RIMPILA ENTERPRISES, LLC

By: _____

Its: _____

Dated: July____, 2024.

By: _____

Its: _____

Dated: July____, 2024.

The undersigned does hereby approve the above Agreement and agrees to purchase the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

BUYER: CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

Dated: April ___, 2024

By: _____
Jessica Kinser, City Administrator

Dated: April ___, 2024

This instrument was drafted by:
Kennedey & Graven, Chartered (SJR)
150 South Fifth Street, Suite700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

LEGAL DESCRIPTION

The West 100 feet of Lot 1, in Block 20 in the original town, now city, of Faribault, Rice County, Minnesota.

Abstract Property.

Subject Property Address: 505 Central Avenue, Faribault, Minnesota
Parcel ID: 18.31.1.26.051



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: July 9, 2024
SUBJECT: Ordinance 2024-11 Amend Chapter 17 of the Faribault City Code of Ordinances to Regulate City Code Violations Within the City (First Reading)

Background:

In 2023, the Charter Commission recommended, and the Council adopted changes to the Charter to allow administrative offenses to be punished by civil penalty, with an ordinance setting the policy/procedure to follow. This was approved by Ordinance 2023-18, which took effect in late November 2023. The proposed ordinance accomplishes the objectives of creating another tool in the City's tool box for code enforcement and compliance. The administrative citation process allows for a City official(s) to be named to issue a citation with a civil penalty for non-compliance. The individual receiving the citation has the ability to appeal, and the ordinance provides that the City can hire a hearing officer or the Council could serve as the hearing officer. This will be a decision the Council should discuss and determine how to proceed for the hearings, assuming adoption. Failure to pay will result in a line on a property or for the City to seek a judgment against a person. It is important to note that this will not be a process that results in action on the part of an owner or allows the City to abate a nuisance as defined in the code of ordinances. Non-compliance does give the City other avenues in the criminal or civil arena to get to the end goal of compliance/abatement of a nuisance.

There are additional steps that will need to occur before fully implementing this process (not in order):

- Code enforcement position- get Council approval of the position, post and hire
- Designate employees- a list of employees able to issue compliance letters and citations will come back to the Council on a consent agenda
- Adopt fee schedule- staff will bring back a proposed fee schedule for administrative citation violations

Agenda Item: 8.B

- Internal Workflow- staff needs to discuss/determine the format and issuance/tracking with the Finance Department for payments/collections

No administrative citations will be issued until these items are addressed.

This item directly relates to the strategic priority of Pride in Our Community.

Recommendation:

Approve the first reading of Ordinance 2024-11

Attachments:

1. Ordinance 2024-11 Amend Chapter 17 to Regulate City Code Violations (Admin Citations)

**CITY OF FARIBAULT
ORDINANCE 2024-11**

**AMENDING CHAPTER 17 OF THE FARIBAULT CITY CODE OF
ORDINANCES TO REGULATE CITY CODE VIOLATIONS WITHIN THE
CITY**

THE CITY OF FARIBAULT ORDAINS that Chapter 17 of the City Code of Ordinances shall be amended as follows:

Section 1. Chapter 17 is amended to add the following:

ARTICLE V. ADMINISTRATIVE CITATIONS

Sec. 17-60. – Purpose.

The City Council seeks to offer an alternative method of enforcement for City Code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in City Code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address City Code violations.

In order to provide more flexibility in addressing City Code violations on an individualized basis that will be more efficient and effective, the City Council finds that an alternative enforcement process is necessary. Therefore, to protect the health, safety and welfare of the citizens of the city, it is the City Council's intent to create a process for the use and imposition of administrative civil penalties that will provide the public and the city with a more effective alternative method for addressing City Code violations.

Sec. 17-61. – Authority.

The city is authorized to enact this administrative citation scheme pursuant to §1.19 of the City Code, §12.09 of the City Charter, and Minn. Stat. §§410.33, 412.221, 412.861, and 412.871.

- (a) **Administrative offense.** A violation of any provision of the City Code is an administrative offense that may be subject to an administrative citation and civil penalties. Each day a violation exists constitutes a separate offense.
- (b) **Exemption.** Alcohol and tobacco license violations, and motor vehicle violations are not subject to administrative citation under this ordinance.

Sec. 17-62. – Alternative methods of enforcement.

A violation of City Code is a penal offense pursuant to §1.19 of the City Code, however, this Section seeks to gain compliance with City Code as an alternative to any formal civil or criminal court action. The administrative civil penalties proceedings are in addition to any other legal or equitable remedy available to the city for City Code violations. The city may, in its discretion, choose not to issue an administrative citation and may initiate criminal charges instead.

Sec. 17-63. – Authority to issue compliance letters and administrative citations.

The City Administrator shall, in writing kept on file in City offices, designate appropriate City employees to issue compliance letters and administrative citations under this Section.

Sec. 17-64. – Compliance letter.

- (a) *Contents of compliance letter.* If a city employee or agent determines that a City Code violation has occurred, then, when appropriate, a compliance letter shall be issued. The compliance letter shall contain the following information:
 - (1) A description or address of the property on which the City Code violation has occurred;
 - (2) The nature of the violation, including a reference to the appropriate City Code section;
 - (3) A compliance deadline, providing a reasonable time for compliance based on the nature of the violation; and
 - (4) A statement that failure to correct the violation may result in the imposition of an administrative citation, including a civil penalty and stating the amount of the penalty as provided in the fee schedule.
- (b) *Service of compliance letter.* The compliance letter may be served on the offender by regular mail sent to the last known legal address, by personal

service or by posting a copy in a conspicuous place in or about the building or property affected by the letter.

- (c) *Reasonable extensions.* Following service of the compliance letter, the city shall attempt to work with the offender to resolve the violation, including, but not limited to, offering reasonable extensions for compliance.
- (d) *Exceptions to issuance of a compliance letter.* For violations of any of the following, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in §17-65 hereof:
 - (1) *Repeat offender.* If the same offender commits a subsequent violation within 12 months after a compliance letter has been issued for the same or similar offense. If the offense involves a property related offense, then the subsequent violation must occur at the same property within this 12-month period for this subsection to apply.
 - (2) *License violations.* For any license violation, including, but not limited to, not having a license.
 - (3) *Traffic or parking violations.* For traffic or parking violations under §15-90 of the City Code.
 - (4) *Animal violations.* For violations involving animals running at large and potentially dangerous or dangerous animals under Chapter 6 of the City Code.
 - (5) *Noise violations.* For any violation of §17-42 (nuisance noise).
 - (6) *Emergency situations.* When a condition exists that requires immediate action to protect the public health, safety and welfare, including any condition that represents a life-threatening condition.
 - (7) Disorderly conduct or other similar behavior that tends to disrupt, injure or annoy a reasonable person for which a compliance letter would be moot, as the conduct or behavior has terminated.
 - (8) *Tall Grass and Weeds.* For any violations of §31-6 (tall grass and weeds).

Sec. 17-65. – Administrative citation.

- (a) Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued. The administrative citation shall be served by certified mail, by regular mail or by personal service and shall contain the following information:

- (1) A description or address of the property on which the City Code violation has occurred;
 - (2) Reference to the relevant portion of the City Code that is alleged to have been violated;
 - (3) The amount of the administrative civil penalty for the specific City Code violation, which shall be due and payable to the city within 30 days of the date the citation is mailed or personally served;
 - (4) A statement that the violation must be corrected or a subsequent administrative or a criminal citation may be issued;
 - (5) A statement that the violation and the amount of the administrative civil penalty may be contested to be heard before an independent hearing officer by notifying the City Clerk in writing within ten days after the citation was mailed or personally served; and
 - (6) A statement that failure to pay the administrative civil penalty may constitute a lien upon the property where the violation occurred or a personal obligation on the violator.
- (b) *Payment of penalty and correction of violation.* If the offender pays the administrative civil penalty and corrects the City Code violation, no further action will be taken for that same violation.
- (c) *Payment of penalty without correction of violation.* If the offender pays the administrative civil penalty but fails to correct the City Code violation, the city may issue a subsequent administrative citation, initiate criminal proceedings or initiate any other proceedings or remedies available in order to enforce correction of the City Code violation.
- (d) *No payment of penalty and no correction of violation.* If the offender fails to pay the administrative civil penalty and fails to correct the City Code violation, the city may do any of the following, or any combination thereof:
- (1) Issue a subsequent administrative citation, thereby commencing a new administrative penalties process;
 - (2) Find that the unpaid fee constitutes a lien upon the real property where the violation occurred, if the property or the improvements of the same were the subject of the violation;
 - (3) Find that the unpaid fee constitutes a personal obligation of the violator;
 - (4) Suspend or revoke any licenses or permits issued by the city related to the violation;
 - (5) Initiate criminal proceedings; and/or

- (6) Initiate other enforcement action authorized by law, including the cost of unpaid special charges as special assessments against the property benefitted to the extent allowed under Minn. Stat. § 429.101.

Sec. 17-66. – Contesting the administrative citation.

An offender receiving an administrative citation may contest the alleged City Code violation and the amount of the administrative civil penalty. In order to contest any part of the administrative citation, the offender must notify the City Clerk in writing within ten calendar days after the citation is mailed or personally served stating that the offender contests the alleged violation, the amount of the penalty or both, and pay a \$20 filing fee. If the violation is ultimately not upheld by the hearing officer after the administrative citation hearing, then the city will refund the \$20 filing fee to the offender.

Sec. 17-67. – Administrative citation hearing.

- (a) *Scheduling the hearing.* After receipt of the written notice to contest the citation as provided in § 17-66 hereof, the City Clerk shall schedule a hearing before the City Council or an independent hearing officer, which will be held within 30 days, unless otherwise agreed to in writing by the parties. The City Clerk shall notify the offender of the date, time, and location of the hearing.
- (b) *Independent hearing officer.* If the City Council appoints an independent hearing officer, who may be from the office of administrative law judges, the hearing officer shall preside over the administrative citation hearing.
- (c) *Conduct of the administrative citation hearing.* At the hearing, both parties may be represented by counsel, shall have the opportunity to present testimony, shall be able to call and question witnesses and introduce any exhibits; however, strict rules of evidence shall not apply. The hearing officer shall receive and give weight to the evidence, including hearsay evidence. The hearing shall be recorded and a full record of the proceedings shall be maintained by the city according to its data retention schedule.
- (d) *Authority of hearing officer.* The City Council or the independent hearing officer has the authority to do any of the following, or a combination thereof:
 - (1) Make a finding that a violation has occurred;
 - (2) Reduce, stay, or waive a scheduled administrative civil penalty either unconditionally or upon compliance with reasonable conditions;
 - (3) Require compliance with the City Code within a specified timeframe;

- (4) Make a finding that no violation has occurred and dismiss the administrative citation.
- (e) *Decision and order.* The City Council or hearing officer may announce a decision at the conclusion of the hearing or may take the matter under advisement. The City Council or hearing officer shall issue a decision in the form of an order and shall serve a written copy of the order upon the parties no later than ten days after the hearing. Any administrative civil penalty that the independent hearing officer imposes must be paid to the city within the time frame established in the order. If no date is specified, it must be paid within 30 days of the hearing officer's order. If the City Council or hearing officer determines that no violation occurred, then the city may not proceed with criminal prosecution for the same act or conduct.
- (f) *Offender found in violation.* If the violation is upheld, then the offender must pay for the cost of the hearing, in an amount not to exceed \$1,000.
- (g) *Failure to appear.* Failure to appear at the hearing shall result in a default judgment against the party who fails to appear. If the offender fails to appear, the administrative citation shall be sustained and the fee for the cost of the hearing shall be imposed. If the city fails to appear, the administrative citation shall be dismissed.

Sec. 17-68. – Appeal.

The City Council's or hearing officer's decision is final and may only be appealed to the Minnesota Court of Appeals.

Sec. 17-69. – Schedule of administrative civil penalties.

- (a) The city shall adopt a fee schedule of administrative civil penalties for City Code violations by resolution. The maximum amount of an administrative civil penalty may not exceed the maximum fine authorized by state law for misdemeanor offenses or the maximum fine authorized by state law for an administrative process.
- (b) *Non-payment.* If a civil penalty is not paid within the time specified, it will constitute:
- (1) A lien on the real property upon which the violation occurred if the property or improvements on the property was the subject of the violation; or
 - (2) A personal obligation of the violator in all other situations.
- (c) *Lien.* A lien may be assessed against the property and collected in the same manner as taxes.

- (d) *Personal obligation.* A personal obligation may be collected by appropriate legal means.
- (e) *Late Fees/Charges.*
- (1) The fine will increase by ten percent (10%) for each week, starting ten (10) days after the citation was issued, that no action is taken to correct the violation.
 - (2) If payment arrives more than one (1) week after it was due, an additional ten percent (10%) of the fine may be assessed, together with interest, for each month, or part thereof, that the fine remains unpaid after the due date.
- (f) *License revocation or suspension.* Failure to pay a fine is grounds for suspending or revoking a license or permit related to the violation.

Section 2. This ordinance shall take effect and be in force after its passage and publication, in accordance with Section 3.05 of the City Charter.

First Reading: _____, 2024

Second Reading: _____, 2024

Publication Date: _____, 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:
MEETING DATE: July 9, 2024
SUBJECT: Ordinance 2024-12 Amend Chapter 16 to Update Notification and Other Requirements (First Reading)

Background:

The consideration of language to Chapter 17- Offenses to add to the administrative citation process also necessitates some minor changes to Chapter 16- Nuisances, related to the notification and procedures for handling. Other minor text has is proposed to be amended, including changing "his" as the pronoun referencing the City Administrator.

Recommendation:

Approve the first reading of Ordinance 2024-12

Attachments:

1. Ordinance 2024-12 Amend Chapter 16 Nuisances to Update Notification, Other Requirements

**CITY OF FARIBAULT
ORDINANCE No. 2024-12**

**AMENDING CHAPTER 16- NUISANCES OF THE FARIBAULT CITY
CODE OF ORDINANCES TO UPDATE NOTIFICATION AND OTHER
REQUIREMENTS**

THE CITY OF FARIBAULT ORDAINS that the City Code of Ordinances shall be amended by the deletion of the ~~stricken~~ language and the addition of the underlined language as follows:

Section 1. Chapter 16, Sec. 7 is amended as follows:

Sec. 16-7. ~~Enforcement~~City Staff.

- (a) No officer, agent or employee of the city shall render himself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this section. No person who institutes or assists in the prosecution of a criminal proceeding under this section shall be liable in damages therefor, unless he acted with actual malice and without reasonable grounds for believing that the person accused or prosecuted was guilty of an unlawful act or omission.
- (b) It shall be the duty of the city administrator or ~~his designate~~their designee to enforce the provisions of this section [chapter]. Authorized officers may make, or cause to be made, inspections to determine the condition of exterior premises of property and may, during the course of their inspection, take pictures on the premises. The owner, operator or occupant of the outdoor premises being inspected shall give the enforcement officers free access thereto at all reasonable times for the purpose of inspecting and taking pictures. It shall be unlawful for any person to deny an officer access to the premises for the purpose of inspecting them or taking pictures.

Section 2. Chapter 16, Sec. 8 is amended as follows:

Sec. 16-8. Abatement and control of nuisances

~~(a) Written notice to abate. Before any person is prosecuted for creating, harboring or maintaining a nuisance in the city, the authorized officer shall give such person a ten (10) days' written notice ordering such person to abate such nuisance and to comply with applicable city regulations.~~

~~(b) Serving notice. Such notice described in subsection (a) of this section shall be served in the same manner as a summons in a civil action, and the original of such notice and the affidavit or certificate of service thereof shall be filed with the city administrator within eight (8) days after~~

~~service of such notice has been made.~~

~~(c)—Description of property. Such notice shall describe the property involved sufficiently to identify it, shall describe the violation which exists and the remedial actions required.~~

~~(d)—Compliance. If, upon receiving such notice, an individual is unable to abate a nuisance within the allotted ten-day period, he or she may establish the fact to the satisfaction of the city administrator or his designate. The individual may receive a reasonable extension to accomplish compliance by abating the nuisance.~~

~~(e)—Reoccurrence of nuisance; notice to abate. Where a nuisance has occurred and has either been abated by the violator or by the city, and where such nuisance reoccurs at any time within three (3) years of the last violation, a notice to abate shall provide no period of compliance and require immediate abatement. Otherwise, the responsible party is in violation of this chapter and subject to all penalties thereunder and abatement of the nuisance by the city.~~

(1) Procedures. The conditions declared in this section or any other provision of this code to be nuisances shall be subject to regulation enforced and applied in accordance with the procedures of this subsection.

(2) Notice. When the existence of a nuisance is found on any property, the city administrator or their designee, shall issue a written notice to the owner, and, if different, the occupant, of the property to remove or abate the nuisance within a time specified in the notice, but not longer than ten (10) days. The notice shall include:

(a) a description of the nuisance to be abated and the steps to be taken to abate the nuisance;

(b) notification that unless the nuisance is abated or removed by the deadline listed in the notice, the city may enter onto the property and abate or remove the nuisance at the expense of the owner under the city code and Minnesota Statutes, section 145A.08, 429.101, or other applicable state or local law; and

(c) notification that the owner and/or occupant of the property may appeal the notice to the city administrator or their designee. Any appeal must be requested before the deadline stated in the notice.

(3) Service. The written notices shall be served upon the owner, and if different, the occupant, or of the property in one of the following ways:

(a) by registered or certified mail;

(b) by an officer authorized to serve a warrant; or

(c) by a person aged 18 years or older who is not reasonably believed to be a party to any action arising from the notice.

- (4) Posting Notice. If either the owner or the occupant of the property is unknown or absent and has no known representative upon whom notice can be served, the city or its agent, shall post the notice on the property.
- (5) Appeal. The city administrator or their designee shall meet with the owner and/or occupant and the Director of Fire and Code Services or their designee within a reasonable time after receiving notice of an appeal. The city administrator or their designee shall consider the appeal and make a final decision within 48 hours following the meeting. The city administrator's decision shall be served on the owner and/or occupant by mail, email, or other means, and if the appeal is not granted, then the decision shall include a new date by which the owner and/or occupant must remove or abate the nuisance. An owner or occupant may appeal from the city administrator's decision pursuant to available remedies under state law.
- (6) Abatement. If the owner or occupant fails or neglects to remove or abate the nuisance described in the notice provided under subdivision 2 within the period of time specified in the notice and does not request an appeal, then the city, or a designated agent of the city, shall remove or abate the nuisance described in the notice and assess the cost to the owner pursuant to Section 16-11.
- (7) Interference with Access and Abatement Prohibited. Pursuant to Minnesota Statutes, Section 145A.04, subd. 10, it is a misdemeanor to deliberately hinder a city staff member or their agent from entering a property where contagion, infection, filth, or other source or cause of preventable disease exists or is reasonably suspected to exist, or otherwise to interfere with the performance of the duties of the city related to the inspection and abatement of a nuisance.

Section 3. Chapter 16, Sec. 9 is amended as follows:

Sec. 16-9. Penalty.

If the notice described above in section 16-8 is not complied with by the responsible person within the time prescribed, such person is in violation of this section [chapter] and is guilty of a misdemeanor and may be punished by (i) an administrative civil penalty pursuant to Chapter 17, Article V, (ii) a fine not to exceed five hundred dollars (\$500.00), or (iii) imprisonment for not more than ninety (90) days, or both all of the above, plus the costs of prosecution ~~in either case.~~ and/or additional costs as listed under Chapter 17.

Section 4. Chapter 16, Sec. 10 is amended as follows:

Sec. 16-10. Emergency Abatement.

~~If the notice described is not complied with within the time specified,~~

~~the enforcing officer shall report that fact forthwith to the city administrator. Thereafter the city may, after notice to the owner or occupant and an opportunity to be heard, choose to abate the nuisance. The notice shall be served in the same manner as notice by the enforcing officer and shall be given at least ten (10) days before the date stated in the notice when the council will consider the matter. If notice is given by posting, at least thirty (30) days shall elapse between the day of posting and the hearing.~~

If the city administrator or their designee determines that a public nuisance exists and that the public health, safety, or welfare may be in immediate danger, the city may implement emergency abatement procedures to remove or abate the nuisance. When emergency abatement is authorized, the city will post a notice at the property and attempt to notify the owner and any occupants of the property. Following emergency abatement, the City will mail notice of the action taken to the property owner and assess costs pursuant to Section 16-11.

Section . Chapter 16, Sec. 11 is amended as follows:

Sec. 16-11. Recovery of costs.

- (a) Personal liability. The owner of premises on which a nuisance has been abated by the city, or a person who has caused a public nuisance on property not owned by that person, shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the city administrator or other official designated by the council shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the city administrator.
- (b) Assessment. After notice and hearing as provided in Minn. Stat. § 429.061, as it may be amended from time to time, if the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks, the growth of weeds on private property or outside the traveled portion of streets, or unsound or insect-infected trees, the city administrator or ~~his designate~~their designee shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other such charges as well as other charges for current services to be assessed under Minnesota Statutes, section 429.101 against each separate lot or parcel to which the charges are attributable.

The council may then spread the charges against such property under that statute and other pertinent statutes for certification to the county auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the council may determine in each case.

Section 2. This ordinance amendment shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: _____, 2024

Second Reading: _____, 2024

Publication Date: _____, 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: July 9, 2024
SUBJECT: Ordinance 2024-10 Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning (Second Reading)

Background:

On June 25, 2024, the Faribault City Council approved the first reading of Ordinance 2024-10, which amended the Unified Development Ordinance to allow laundromats and laundry services as by-right uses in the C-1, Neighborhood Commercial zoning district. The City received no comments from the public nor made substantive changes to the ordinance since the first reading.

Recommendation:

Approve Ordinance 2024-10 (second reading).

Attachments:

1. Ordinance 2024-10 Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning
2. PC Staff Report

CITY OF FARIBAULT

ORDINANCE No. 2024-10

**APPROVE A ZONING TEXT AMENDMENT TO ALLOW LAUNDRY SERVICES
IN C-1 ZONING DISTRICTS**

WHEREAS, J.C. Ahlers and Loni Ahlers (the "Applicant") applied for a zoning text amendment to allow self-service laundromats and laundry services in C-1 zoning; and

WHEREAS, the Planning Commission, on April 15, 2024, and following proper notice, held a public hearing regarding the proposed zoning text amendment, and continued the hearing until June 17, 2024; 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: The Comprehensive Plan's numbers 3 and 4 of the Core Guiding Principles support the general direction of the proposed zoning amendment:

3. Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed.

The proposed zoning amendment will allow for laundry service businesses to be in more places within the community, thereby providing better access for the public and fostering new business development.

4. Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.

The proposed zoning amendment will give flexibility on finding new locations for laundry service businesses in Faribault. C-1 zoning is meant to be compatible and supporting of nearby residential neighborhoods. Having laundry services nearby for many people will be a positive change.

In addition to the Core Guiding Principles, there are several goals, objectives, and policies met by the zoning text amendment:

Goal: Faribault's investments in its built assets retain and attract quality businesses, industries, institutions, and housing, ensuring that Faribault is an outstanding place to live, work, and play.

Objective 1.1: Guide land to provide an appropriate mix of compatible land uses that meets the City's current and anticipated needs.

Policy 1.1.A: Guide and regulate land to respond to social and market demands, respect significant natural and cultural assets, and support the efficient use of infrastructure.

Policy 1.1.B: Seek first to strengthen existing development and guide new development in areas currently served by existing infrastructure, but where appropriate, allow logical and strategic staged growth in undeveloped areas if it is in the City's best interest.

Policy 1.1.C: Encourage the development of complete neighborhoods where all people have reasonable, safe, and convenient access to healthy food, goods, parks, social offerings, and services.

Policy 1.1.D: Identify and implement opportunities to maximize synergies and minimize conflicts between land uses.

Goal: Faribault has a diverse and resilient economy that supports employment and business opportunities for people of all backgrounds and skills.

Objective 1.1: Cultivate an economy and labor force that has the skills, resources, and support structures to thrive in a rapidly changing economy.

Policy 1.1.C: Work with a variety of partners to ensure Faribault residents have access to people, places, organizations, and businesses that are welcoming and supportive of their attempts to enrich themselves and their families.

Objective 1.2: Nurture a business environment supportive of all industry sectors while balancing economic growth with living wage jobs, equitable employment practices, and minimal impacts on the environment.

Policy 1.2.A: Support the development, growth, and retention of small businesses.

Policy 1.2.B: Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.

Objective 1.3: Ensure opportunities are available for Faribault to grow and change in a manner that benefits current as well as future generations.

Policy 1.3.A: Identify areas appropriate for new development or redevelopment that are consistent with market demand, have limited environmental impact, and support the efficient use or extension of existing infrastructure.

Goal: Faribault maximizes opportunities for residents to live a healthy life in which they are safe, well nourished, and have access to a range of housing, healthcare, and employment.

Objective 1.1: Strengthen opportunities in the design, development, and maintenance of Faribault's built environment to promote healthy living for all.

Policy 1.1.B: Encourage complete neighborhoods where all people have safe and convenient access to healthy food, goods, and services in all neighborhoods.

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 allows for a greater range of laundry services within C-1 zoning.

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: Although the proposed text amendment does not change the zoning classification of property in the city, there are existing properties zoned C-1 where a property owner or business may want to start a laundromat or other laundry service. Faribault does have one active representation of a laundromat within a neighborhood at the NW corner of Central Ave and 1st Ave NE. City staff is unaware of any complaints lodged against or issues related to its operation. When comparing laundromats to other by-right uses in C-1, such as

bakeries, clinics, sports facilities, department and discount stores, and others, laundromats are not more intense or create more activity. Based on peer city research, most cities allow for laundromats and dry-cleaning services in commercial districts, including zoning districts meant for placement within or on the edge of existing neighborhoods. These cities include:

- *Northfield*
- *Owatonna*
- *Lakeville*
- *Mankato*
- *Saint Peter*
- *Red Wing*
- *Austin*
- *Winona*

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 June 25, 2024, to consider approval of the first reading of Ordinance 2024-10; and

WHEREAS, the City Council also held a public meeting on July 9, 2024, to consider approval of the second reading of Ordinance 2024-10; 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 – Added Definitions. The Faribault City Council hereby adds the following definitions (shown in the underlined text) to Chapter 1, Section 1-120 of the City’s Unified Development Ordinance:

Laundromat. A facility where patrons wash, dry, or clean clothing or other fabrics in machines operated by the patron, including facilities that offer laundry services such as ‘wash-dry-fold’ or similar services.

Dry cleaning establishment. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Commercial laundry. An establishment where clothing, linens, rags, rugs, or other articles are cleaned, dry cleaned, and/or washed for remuneration by the employee(s) or agent (s) of the establishment in addition, but not limited to, industrial laundries providing services for commercial and industrial businesses not located on the same site and linen services that launder on-premises.

Section 3: Text Amendment – Principal Uses for the Commercial Districts. The Faribault City Council hereby adds or amends (shown in the underlined text) and removes (shown in ~~striketrough~~ text) the following standards to Chapter 11, Article 1 of the City’s Unified Development Ordinance, hereby altering Section 11-30 titled Principal uses for the commercial districts:

Sec. 11-30. Principal uses for the commercial districts.

- (A) *In general.* All permitted and conditional uses allowed in the commercial districts are listed in Table 11-1.
- (B) *Permitted uses.* Uses specified with a "P" are permitted in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish a

permitted use shall obtain a zoning certificate for such use as specified in Sections 2-190 through 2-250.

- (C) *Conditional uses.* Uses specified with a "C" are allowed as a conditional use in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish or expand a conditional use shall obtain a conditional use permit for such use as specified in Sections 2-260 through 2-340.
- (D) *Prohibited uses.* Any use not listed as either "P" (permitted) or "C" (conditional) in a particular district or any use not determined by the City Planner to be substantially similar to a use listed as permitted or conditional shall be prohibited in that district. Such determination shall be made in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (E) *Specific development standards.* Permitted and conditional uses specified with an "x" under the Specific Development Standards column shall be subject to the standards identified in Chapter 7, Specific Development Standards.
- (F) *Generalized use categories.* Table 11-1 employs generalized use categories for some types of commercial uses. A particular use may be determined to be within a generalized use category if not listed specifically elsewhere in Table 11-1 and if not determined to be within another less restrictive generalized use category. Determination of whether a particular use is included within a generalized use category shall be made by the City Planner in the manner provided for in Section 2-50 governing determination of substantially similar uses.
 - (1) *General retail sales and services.* General retail sales and services uses include the retail sale of new products or the provision of services to the general public that produce minimal off-site impacts. General retail sales and services include the following uses:
 - (a) Automobile parts and accessories.
 - (b) Bakery/catering service.
 - (c) Barber shop/beauty salon.
 - (d) Bicycle sales and repair.
 - (e) Clothing and accessories.
 - (f) Department and discount stores.
 - (g) Drug store.
 - (h) Dry-cleaning establishments and laundromats.
 - (i) Electronics sales and repair.

- (j) Film developing/photographic supplies.
 - (k) Florist.
 - (l) Hardware store.
 - (m) Household furnishings and appliances.
 - (n) Locksmith.
 - (o) Musical instruments.
 - (p) Office and school supplies.
 - (q) Picture framing.
 - (r) Shoe repair/tailor.
 - (s) Sporting goods/bait and tackle.
- (2) *Craftsman studios, limited production and processing.* Craftsman studios, limited production and processing uses include activities that are consistent and compatible with retail sales and services if such services are conducted wholly within an enclosed building if operated in a manner that prevents external effects of the activity such as (but not limited to) smoke, soot, dirt, vibration, and odor from being detectable at the property line. These uses produce minimal off-site impacts due to their limited nature and scale. Craftsman studios, limited production and processing is allowed as a principal use provided the use shall not exceed a maximum floor area of two thousand five hundred (2,500) square feet, and the main entrance shall open to a retail or office area. Such uses may include wholesale and off-premises sales, subject to other restrictions established in this ordinance. Limited production, processing and storage uses greater than two thousand five hundred (2,500) square feet in area, may be allowed subject to a conditional use permit in accordance with Sections 2-260 through 2-340 of the UDO, with requirements for noise, vibration, dust and odor controls. Craftsman studios, limited production and processing includes the following uses or similar uses:
- (a) Apparel and other finished products made from fabrics.
 - (b) Computers and accessories, including circuit boards and software.
 - (c) Electronic components and accessories.
 - (d) Film, video and audio recording.
 - (e) Food and beverage products, except no live slaughter or grain milling, cereal, vegetable oil, or vinegar.
 - (f) Jewelry, ornamental ceramics and pottery.
 - (g) Leather crafting and upholstery.

- (h) Precision medical and optical goods.
- (i) Signs and advertising devices.
- (j) Visual arts and artist's studio.
- (k) Watches and clocks.
- (l) Wood crafting and carving.
- (m) Wood furniture, woodworking, cabinetry, millwork, and upholstery, not including sawmills.

Table 11-1. Principal uses in the commercial districts.

Use	District					Development Standards
	C-1	C-2	C-3	CBD	SH	
Commercial uses						
Auction establishments		C	C		-	X
Retail sales and services						
General retail sales and services	P	P	P	P	C	
Ambulance facility	-	C	-	-	C	X
Antiques and collectibles	-	P	P	P	C	
Bank or financial institution	-	P	P	P	C	
Boat and marine sales	-	P	P	-	C	
Bookstore	P	P	P	P	C	
Building material sales	-	P	P	-	C	
Child care center	C	P	P	P	C	X
Digital Billboards	-	C	C	-	C	see 9-160(I)
Firearms dealer	-	P	P	P	C	X
Funeral home	-	P	P	P	C	X
Greenhouse, lawn and garden supplies	-	P	P	P	C	
Grocery or convenience store	C	P	P	P	C	
Laundry, self-service	-	P	P	P	C	X
Pawn shop	-	P	P	P	C	
Performing, visual, or martial arts school	-	P	P	P	C	
Pet store	-	P	P	P	C	X
Photocopying	P	P	P	P	C	

Recreational vehicle sales and service	-	P	P	-	C	
Rental of household goods and equipment	-	P	P	P	C	
Shopping center	C	P	P	P	C	
Small engine repair	-	P	P	P	-	
Tattoo parlor	-	P	P	P	C	
Veterinary clinic	-	P	P	P	C	X
Video store	P	P	P	P	C	
Offices	C	P	P	P	C	X
Automobile services						
Automobile convenience facility	C	P	P	P	C	X
Automobile rental	-	P	P	P	-	X
Automobile repair, minor	-	P	P	C	C	X
Automobile repair, major	-	C	C	C	-	X
Automobile sales	-	P	P	-	-	X
Transportation						
Truck and trailer sales and service	-	C	-	-	-	X
Car wash	-	P	P	-	C	X
Food and beverages						
Bar, nightclub, liquor establishment	-	P	P	P	C	X
Brewery	-	C	C	C	C	X
Coffee shop with limited entertainment	P	P	P	P	C	X
Liquor store	-	P	P	P	C	
Microdistillery	-	C	C	C	C	X
Restaurant, drive-through	-	C	C	C	C	X
Restaurant	C	P	P	P	C	X
Restaurant with general entertainment	C	P	P	P	C	X
Commercial recreation, entertainment and lodging						
Bed and breakfast facility	-	-	-	P	C	X
Bowling alley	-	P	P	-	C	

Hotel, motel	-	P	P	P	C	
Indoor recreational facility	-	P	P	C	-	
Outdoor recreation area	-	C	C	C	P	X
Sports and health facility	P	P	P	P	C	
Theater, indoor	-	P	P	C	C	
Limited recycling collection center	-	C	C	-	C	X
Institutional and public uses						
Educational facilities						
College or university	-	P	P	C	C	
Early childhood education center	C	P	P	P	C	X
Schools, K-12	-	C	C	C	C	X
Schools, vocational or business	-	P	P	C	C	
Parking facilities, ramps	C	C	C	C	C	X
Social, cultural, charitable, and recreational facilities						
Stadiums, arenas	-	C	C	-	-	X
Clubs and lodges	C	P	P	P	C	
Community center	C	P	P	C	-	X
Library	C	P	P	P	-	
Museum	C	P	P	P	-	
Park	P	P	P	P	P	
Religious institutions						
Place of assembly	C	C	C	C	C	
Health and medical facilities						
Clinic, medical or dental	P	P	P	P	C	
Laboratory, medical or dental	-	P	P	P	C	
Hospital	-	C	C	-	-	X
Massage parlor	-	P	P	P	C	
Production, processing, and storage						
Farm and construction equipment sales	-	P	P	-	C	X
Craftsman studios	-	P	P	P	C	X
Limited production and processing up to 2,500 sq. ft.	-	P	P	P	C	X

Limited production and processing over 2,500 sq. ft.	-	C	C	C	C	X
Contractor office and showroom	-	P	P	P	-	X
Furniture moving and storage	-	P	P	-	-	
Industrial machinery and equipment, sales, service, and rental	-	P	P	-	C	
Laundry, commercial	-	P	P	P	-	X
Packaging of finished goods	-	P	P	P	-	
Printing and publishing	-	P	P	P	-	
Self-service storage facility	-	P	P	C	C	
Wholesaling, warehousing, and distribution	-	P	P	C	-	X
Residential uses						
Dwellings						
Dwelling unit as part of mixed-use structure	-	-	-	P	C	X
Multiple-family dwelling	C	C	C	C	-	
Dwelling in conjunction with business	C	C	C	C	C	X
Congregate living						
Residential care facility, serving six or fewer persons	C	C	C	C	C	
Residential care facility, serving seven to sixteen persons	C	C	C	C	C	X
Residential care facility, serving seventeen or more persons	-	C	C	-	C	X
Nursing home, senior housing facility	C	C	C	C	C	X
Public service and utilities						
Communication facilities, towers	C	C	C	C	see section 6-230	

Electric or gas substation	C	P	P	P		
Essential services	P	P	P	P		
Electricity generation plant, non-nuclear	-	C	C	-		
Governmental buildings and structures	C	P	P	P		
Governmental buildings and structures (other than those used primarily as offices)	-	C	C	C	C	X
Public utility buildings and structures	C	P	P	P		

Section 4: Text Amendment – Principal Uses for the Commercial Districts. The Faribault City Council hereby amends (shown in the underlined text) the following standards to Chapter 12, Article 1 of the City’s Unified Development Ordinance, hereby altering Table 12-1 of Section 11-30 titled Principal uses for the industrial districts:

Table 12-1. Principal uses in the industrial districts.

Use	District				Development Standards
	I-P	I-1	I-2	SH	
Industrial uses					
Generalized use categories					
Limited industrial	P	P	P	C	
General industrial	-	-	P	-	
Specific industrial uses					
Aircraft storage and maintenance	P	P	P	C	
Ammunition and explosives, storage and manufacturing	-	-	C	-	
Boat construction, repair, and storage	P	P	P	C	
<u>Commercial laundry</u>	P	P	P	C	x
Concrete, asphalt, and rock crushing facility	-	-	C	-	x
Contractor showroom	P	P	P	C	x
Contractor yard	P	P	P	C	
Furniture moving and storage	C	P	P	C	
Grain elevator or storage	-	-	P	-	
Grain milling and distillation	-	-	P		

Greenhouse, wholesale	P	P	P	C	
Industrial machinery and equipment sales, service, and rental	P	P	P	C	
Research, development, and testing laboratory	P	P	P	C	
Recycling facility	C	C	P	-	
Refuse disposal and incineration facility	-	-	C	-	x
Scrap/salvage yard, metal milling facility	-	-	C	-	x
Self service storage	P	P	P	C	
Stockyards, slaughter of animals	-	-	C	-	x
Wholesaling, warehousing and distribution	P	P	P	C	
Commercial uses					
Adult entertainment uses	P	P	P	C	x
Animal kennel, veterinary services	P	P	P	C	x
Auction establishments	C	C	C	C	x
Automobile Services					
Automobile convenience facility	P	P	P	C	x
Automobile repair, major	P	P	P	C	x
Automobile repair, minor	P	P	P	C	x
Automobile sales	C	C	-	C	x
Brewery	P	P	P	C	x
Commercial recreation, entertainment and lodging					
Firearm range, indoor	P	P	P	C	x
Hotel, motel	C	C	-	-	
Indoor recreational facility	P	P	P	P	x
Outdoor recreation area	C	C	C	C	x
Digital Billboards	C	C	C	C	see 9-160(I)
Offices	P	P	P	C	
Retail sales and services					
Ambulance Facility	C	C	C	C	x
Building material sales, lumberyard	P	P	P	C	
Child care center (as principal use)	C	C	-	C	
Farm and construction equipment	P	P	P	C	
Restaurants, liquor establishments	C	C	C	C	x
Transportation					
Bus garage or maintenance facility	C	P	P	C	
Heliport	-	C	C	-	x
Package delivery service	P	P	P	C	
Transportation services	P	P	P	C	
Transportation terminal	P	P	P	C	x
Truck, trailer, boat or recreational vehicle, sales service or rental	P	P	P	C	

Waste hauler	-	C	P	-	x
Institutional and public uses					
Educational facilities					
School, vocational or business	P	P	P	C	
Parking facilities, ramps	C	C	C	C	x
Social, cultural, charitable, & recreational facilities					
Armories, convention halls	P	P	P	C	
Stadiums, arenas	C	C	C	C	x
Clubs and lodges	P	P	P	C	
Religious institutions					
Place of assembly	P	P	-	C	x
Residential uses					
Dwelling in conjunction w/business	C	C	C	C	x
Public service and utilities					
Communication facilities	P	P	P	C	x
Communication towers	C	C	C	C	see § 6-230
Electric or gas substation	P	P	P	C	x
Electricity generation plant, non-nuclear	-	-	C	-	x
Essential services	P	P	P	P	x
Governmental buildings and structures	P	P	P	C	x
Public utility buildings and structures	P	P	P	C	x
Street and equipment maintenance facility	P	P	P	C	
Waste transfer or disposal facility	-	C	C	-	x

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: June 17, 2024

First Reading: June 25, 2024

Second Reading: July 9, 2024

Publication: July 16, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, Community & Economic Development Director
FROM: Harry Davis, City Planner
MEETING DATE: June 17, 2024
SUBJECT: Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning Districts

Request:	Applicant initiated a zoning text amendment to allow laundromats and/or laundry services in the C-1 zoning district.
Recommendation:	The City Planner recommends allowing laundromats and other laundry services in C-1 zoning as a by-right use. The amendment also includes adding definitions for ease of administration.
Recommended Motion:	Motion to forward and recommend approval of the requested amendment allowing laundromats in C-1 zoning districts, including additional definitions and clarifications within the code based on the request.

Background:

In February 2024, JC Ahlers (the 'Applicant') and the City Planner initiated a discussion on converting an old gas station and convenience store zoned C-1 into a laundromat with laundry services (think wash-fold-dry). C-1 does not allow a laundromat or laundry services as by-right uses.

Request:

The applicant requests a text amendment allowing laundromats as a by-right use in C-1, Neighborhood Commercial zoning districts. The applicant did not ask for a specific method of making the use by-right, so city staff interprets the request and crafts the following recommendation based on the submittal and subsequent conversations. For clarity in administration regarding all kinds of laundry-related uses, the City Planner recommends adding several definitions and making clarifications to other code sections.

Previous Report Information

Previous information covered during May 6 or June 3 Planning Commission work sessions may be found as attachments to this report, including:

- *Laundromats and Similar Services in Faribault Code*
A narrative of how laundromats are categorized within code and different code sections that may improve with definitions and clarity.
- *May 6 and June 3 Planning Commission Work Sessions*
A list of topics covered during the May 6 Planning Commission work session.

Peer Cities

The City Planner initially reviewed codes of Owatonna, Lakeville, and Northfield for ideas on how other communities regulate laundromats and similar services. Based on feedback from Planning Commission work sessions, the City Planner sought additional peer cities and getting a greater understanding of laundromats and their restrictions in other cities. Below is a table summarizing the research.

<u>Peer Cities and Laundry Services</u>			
<u>Peer City</u>	<u>Laundromats allowed by right in C-1 or equivalent?</u>	<u>Specific performance standards for laundromats?</u>	<u>Dry cleaning allowed by-right in C-1 or equivalent?</u>
Northfield	X	-	X
Owatonna	X	-	X
Lakeville	X	-	X
Mankato	X	-	X
Saint Peter	X	-	X
Red Wing	X	-	X
Willmar	-	-	-
Albert Lea	-	-	-
Austin	X	-	X
Winona	X	-	X

X = Yes, - = No

In summary, 8 out of 10 peer cities treat dry-cleaning, self-service laundromats, and other laundry services as a by-right, permitted use in their neighborhood-level or local service commercial zoning districts. None of the researched cities have performance standards attached to laundry businesses, aside from regular noise/odor, general development, and zoning restrictions.

Detailed notes and callouts from each of the researched cities may be found in the attachments.

Laundromats vs Uses Allowed By-Right in C-1

Below is a summarized list of uses that are allowed by-right in C-1 zoning:

- General retail sales and services
 - o Automobile parts and accessories
 - o Bakery/catering service
 - o Bicycle sales and repairs
 - o Clothing and accessories
 - o Department and discount stores
 - o Drug store
 - o Dry-cleaning establishment
 - o Electronic sales and repair
 - o Florist
 - o Hardware store
 - o Household furnishing and appliances
 - o Locksmith
 - o Musical instruments
 - o Office and school supplies
 - o Sporting goods/bait and tackle
 - o Shoe repair/tailor
- Bookstore
- Photocopying
- Video store
- Coffee shop
- Sports and health facility
- Clinic

Based on a conceptual comparison of laundromats with the uses currently permitted by-right in C-1, the City Planner does not see laundromats as more intense or impactful on adjacent properties compared to a bakery, discount store, hardware store, sporting goods, sports facility, or clinic. There may be different intensities of any of the uses currently allowed, but in general laundromats fit well with the other uses currently allowed in C-1.

Discussion:

2024 Comprehensive Plan

The proposed changes meet numbers 3 and 4 of the Core Guiding Principles:

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

Additionally, the amendment supports many policies in the plan related to transportation and economic assets. Some of the implementations goals met by the request are:

- Faribault's investments in its built assets retain and attract quality businesses, industries, institutions, and housing, ensuring that Faribault is an outstanding place to live, work, and play.
- Faribault has a diverse and resilient economy that supports employment and business opportunities for people of all backgrounds and skills.
- Faribault maximizes opportunities for residents to live a healthy life in which they are safe, well nourished, and have access to a range of housing, healthcare, and employment.

A full list of goals, objectives, and policies met by the proposed request is found in the draft ordinance.

Criteria for Adopting a Zoning Text Amendment

In general, the proposed amendment meets the code criteria for amending the zoning text. The request and recommended approach meet many goals and policies of the comprehensive plan. Additionally, laundromats in C-1 are not different from other by-right uses already allowed and the approach is similar to most peer cities researched. A full narrative of how the request meets the criteria is found in the draft ordinance.

Development Review Committee

The Development Review Committee (DRC) reviewed the request on April 16 and expressed support for allowing laundromats in C-1 zoning.

Recommendation:

The City Planner and DRC recommend Planning Commission support and forward the requested amendment allowing laundromats in C-1 zoning districts, including additional definitions and clarifications within the code based on the request.

The City Planner recommends the following actions and includes a draft ordinance:

1. Amend Sec 11-30(F)(1)(h) under "General retail sales and services." to read "Dry-cleaning establishments and laundromats".
2. Amend "Table 11-1. Principal uses in commercial districts." in Sec 11-30 to remove "Laundry, self-service".
3. Amend "Table 12-1. Principal uses in industrial districts." in Sec 12-30 to replace "Cleaning services and laundries" with "Commercial laundry".
4. Amend Sec 1-120 Definitions to include:
 - a. Laundromat.
 - b. Dry cleaning establishment.
 - c. Commercial laundry.

Attachments:

- Draft Ordinance
- Previous Planning Commission Work Session Information:
 - o Laundromats and Similar Services in Faribault Code
 - o May 6 and June 3 Planning Commission Work Sessions
- Applicant's Reasoning for Zoning Text Amendment
- Detailed Peer Cities Review
- Locations of Existing C-1 Zoned Property Across Faribault

Laundromats and Similar Services in Faribault Code

In the UDO, self-service laundromats and other laundry or dry-cleaning services are separated across the code. "Dry-cleaning establishment" is allowed in all commercial zoning districts as it falls under general retail sales and services (see Sec 11-30(F)(1)(h)). However, "self-service laundry" is a separate use in the commercial use table and is not allowed in C-1.

"Cleaning services and laundries" is another use identified in the industrial districts use table.

City code does not provide definitions for self-service laundry, commercial laundry, and dry-cleaning, so it is unclear why a distinction is made. The City Planner suggests the following reasons may contribute to the distinction:

- A self-service laundromat may have longer hours available to clients, which generates more traffic, activity, and noise.
- Dry-cleaning services typically do not have cleaning machines on-site due to their high cost and use of chemicals.
- A self-service laundromat will generate odors vented into the air, which some may find unpleasant.
- "Cleaning services and laundries" is a broad definition and inclusive of many possible uses, but this may be deliberate to permit flexibility in laundromats and self-service laundry on up to commercial businesses doing dry-cleaning or operating a cleaning business with commercial traffic, high use of chemicals, and consistent smells or noise.

Under Sec 7-30 which regulates development standards, self-service and commercial laundry services shall vent and direct odors, gas, and fumes away from residential uses.

Under Sec 8-200 which regulates off-street parking requirements for different uses, none of the above names for laundry services are used. "Commercial laundry" is the only use identified and related to any laundry services. It is unclear if this use applies to self-service and large-scale commercial laundry businesses since dry cleaning falls under general retail.

As a refresher, the intent or purpose behind C-1 is as follows:

"The purpose of the neighborhood commercial district is to provide for the establishment of local centers for convenience, office, retail, or service outlets. These centers are located in close proximity to residences and are to be arranged and designed to be a functional and harmonious part of a residential neighborhood. It is the intent of this ordinance that the location and nature of these commercial activities be reasonably serviced with public sidewalks or other pedestrian access. The district is not intended to draw customers from the entire community, but to be limited in size and number of uses to assure continued compatibility with surrounding residential uses."

May 6 and June 3 Planning Commission Work Sessions

At the May 6 Work Session, Planning Commissioners reviewed the request and received initial information and ideas from city staff to consider and provide feedback to the applicant. Said feedback included:

- General Preference on Project Direction
 - Allow laundromats to be a conditional use in C-1 zoning.
Reasoning: Allow the public/PC/CC to review prior to approval. May allow for context-specific solutions to potential issues not covered by performance standards.
 - Restrict dry cleaning services to be a conditional use in C-1 zoning.
Reasoning: Consistency across treatment of laundry services.
- Potential Performance Standard
 - Require an employee on-site during hours of operation and restrict hours disallowing late-night operation.
Reasoning: Minimize traffic and activity impacts on adjacent property owners. An on-site employee can handle issues as they arise.
- Concerns on Laundromat Operations
 - Environmental impacts on adjacent properties
 - Smell
 - Chemicals/Detergent
 - Litter
 - Traffic and Activity
 - On-site Employee
 - Hours of Operation

At the June 3 Work Session, Planning Commissioners reviewed an amended request with a draft ordinance and background addressing most of the topics from May 6. The June 3 commission was divided between allowing laundromats as a by-right use or allowing laundromats as a conditional use. No commissioners gave input on keeping laundromats prohibited from locating in C-1 districts.



RECEIVED

APR 05 2024

City of Faribault
Community Development

APPLICATION FOR REQUESTED ACTION
Rezoning/Text Amendment

Planning Case # _____
Filing Fee _____
Hearing Date _____

TO BE FILLED OUT BY ALL APPLICANTS

TYPE OF REQUEST: X REZONING or X TEXT AMENDMENT
APPLICANT J.C. Ahlers / Lori Ahlers E-MAIL jc_ahlers@yahoo.com
PHONE 612-466-1433 (H) 507-332-7210 (W) (FAX) _____
ADDRESS 2445 Hulet Ave Faribault mn 55021

REZONING

Legal Description 41133128.509085 Size of Property .75 Acre
Current Zoning C1 Proposed Zoning C1
Existing Use of Property old Kwik Trip Proposed Use of Property Laundromat
Identify All Adjacent Land Uses Residential
Reason for Request to open laundromat

REQUIRED SUBMITTALS:

- ☐ Boundary survey of the property
- ☐ Concept development plan

TEXT AMENDMENTS

A detailed written summary fully explaining the proposed amendment to the ordinance which should include the following:

- ☐ Specific section of City Code to be amended
- ☐ List of the specific changes being proposed
- ☐ Specific reasons for the requested amendment
- ☐ Any necessary graphics
- ☐ Statement of why the amendment should be granted
- ☐ Benefits to be derived by the proposed change in text
- ☐ Impacts of the proposed amendment on those affected by it
- ☐ Relationship of the proposed amendment to community plans

SIGNATURE OF APPLICANT

(Must submit proof of property control)

DATE 4-4-2024

Reasons for requested amendment:

The easiest point to make would be that we have had previous C1 zoned buildings that have been used as laundromats (127 14th ST NW) and ones that are currently being used (704 Central Ave) for laundry service. In my opinion, to not allow my proposed building (1112 2nd Ave NW), to not have the same provisions wouldn't make a lot of sense considering it's for the same purpose.

Statement of why amendment should be granted:

The easiest answer for me is the same as the reason for request. Also, we are trying to add a service that would definitely add value to the people of the city that use laundry services. We have over 900 new apartments alone in FBLT and have recently lost one of the largest laundromats serving the area. This would help fill the need for more places to wash their clothes.

Benefits:

There are over 3000 renter occupied households in the surrounding area (1-3 Miles radius) with over 2500 of those below average household incomes. Approximately 35% of all renter occupied homes and 40% of households with lower than average incomes use laundromats. We would be adding another laundromat to help with the growing needs for family to have quality laundry service. Not everyone has access to laundry facilities at home, especially in rental properties or for those experiencing homelessness. A community laundromat ensures everyone has a basic necessity covered.

Impacts of the proposed amendment for those impacted by it:

By adding a fully attended laundromat, with new equipment, fully automated to use all types of card swiping payment for all laundry/drying machines, as well as traditional cash options, with an abundance of off street parking, we would be giving the clients a better facility to service their needs. We would also implement a drop, wash and fold service (DWF) to handle all consumer's laundry needs in one facility. When businesses invest in the local area, residents often reciprocate by supporting them. This can lead to a cycle of mutual benefit, where both the business and the community thrive together.

Relationship with city plans:

I'm not sure I know exactly what the community plans are for Faribault as a city, but I would imagine that growth is in the plans. With 21 washers from 20-85lb capacity and 26 dryers with the same capacities and room to add more in the future, I think that we would be a good partner with those same plans for the future of Faribault. Overall, a new laundromat in Faribault, MN, can serve as more than just a place to do laundry; it can become an integral part of the community, providing convenience, social interaction, and economic growth.

Peer Cities Review

Northfield

(BB) **Personal Services**. Establishments that are primarily engaged in providing **services** generally involving the care of the **person** or **person's** possessions. **Personal services** may include, but are not limited to, laundry and dry-cleaning **services**, barber shops, beauty salons, health and fitness studios, music schools, informational and instructional **services**, tanning salons, and portrait studios.

Table 2.7-1: Permitted Principal Uses																
Use Category and Use Type *Fixed-Boundary Zoning District P = Permitted Use C = Conditional Use PE = Pre-Existing Use [#] Reference to Notes at Bottom of the Table	Base Zoning Districts										Special Base Zoning Districts			Floating Zoning Districts		Use-Specific Standards in Section:
	R1	R2 [1]	R3 [1]	R4	N1 [1]	N2	C1 [3]	C2 [4]	I1	A-S	CD-S [2]	PB-S	PI-S	NC-F	ED-F	
Personal Services	—	—	—	—	—	—	P	P	P	—	—	—	—	—	C	

Owatonna

§ 157.021 BUSINESS DISTRICTS.

Uses	B-1⁽¹⁾	B-2	B-3
Drive up or drive through facilities from which business is transacted directly with customers located in a motor vehicle during such business transactions	C	C	C
Drug stores	P	P	P
Dry cleaning and laundromats	P	P	P
Essential services	P	P	P
Financial institutions	P	P	P
Florist shop	P	P	P
Food vending vehicle			C

Lakeville

COMMERCIAL USE: The principal use of land or buildings for the sale, lease, rental or trade of products, goods, and services, including, but not limited to, the following unless specifically defined by this title:

A. Office (General): An establishment located within a building or portion of a building for the conduct of business activities involving predominantly professional, or administrative service operations including attorneys, financial advisors, consultants, insurance, and other uses of similar character.

B. Office (Medical): An establishment located within a building or portion of a building for the conduct of business activities involving predominantly professional medical or dental service operations, outpatient health services, and other uses of similar character.

C. Restaurant (Convenience): An establishment that serves food and/or beverages, in or on disposable or edible containers, for consumption on or off premises, including drive-in restaurants, and including drive-through facilities.

D. Restaurant (General): An establishment which serves food in or on nondisposable dishes to be consumed primarily while seated at tables or booths within the building.

E. Retail Business: An establishment engaged in the display and sale of products produced off site directly to consumers within a building or portion of a building, excluding any exterior display and sales.

F. Service Business (Off Site): A company that provides labor, maintenance, repair and activities incidental to business production or distribution where the service is provided at the customer's location, including delivery services, catering services, plumbing and sewer services, and other uses of similar character.

G. **Service Business (On Site)**: An establishment that provides labor, maintenance, repair and activities incidental to business production or distribution where the customer patronizes the location of the operation, such as banks, copy centers, barber/beauty salons, tanning salons, **laundromats, dry cleaners**, funeral homes and mortuaries, animal grooming, appliance repair, tailor shops, travel bureaus.

Permitted use in:

- M-1, Mixed Use
- M-2, Mixed Use
- O-R, Office/Residential Transition
- C-1, Neighborhood Commercial
- C-2, Highway Commercial
- C-3, General Commercial
- C-CBD, Commercial-Central Business District

Mankato

Sec. 10.45. - **B-1 Community Business Districts.**

Subd. 1. Purpose. The B-1, Community Business District, is designed to provide for a **broad range of retail developments which are adjacent to residential areas**. The district will also accommodate office and institutional uses as well as limited light industry.

Subd. 2. **Permitted Uses**. Except as specifically limited herein, the following uses are permitted in the B-1, Community Business District. Every use, unless expressly exempted below or allowed by a conditional use permit, shall be operated in its entirety within a completely enclosed structure, including the storage of all materials, products, and equipment:

A. Antique shops.

B.Apparel stores.
C.Appliance stores and home electronics stores.

...

X.Drug stores.

Y.Dry-cleaning, Laundromats, and diaper services.

Z.Essential service utility structures and facilities, per Section 10.82.

AA.Floral sales.

...

No performance standards specifically for laundromats/dry-cleaning.

Saint Peter

Sec. 24-15. - General description of commercial use types.

Commercial use types include the sale, rental, service, and distribution of goods; and the provision of services other than those classified as industrial or civic uses. These shall include the following:

...

(24) **Personal services**: Establishments primarily engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include beauty and barbershops, seamstress, tailor, shoe repair shops, **self-service laundry, apparel cleaning or dry cleaning services.**

...

DIVISION 6. - **RP-1 RESIDENTIAL/PROFESSIONAL OFFICE DISTRICT**

Sec. 24-158. - Statement of intent.

The RP-1 District is intended and designed to provide certain areas of the City for the **development of professional and business offices in areas where residential dwellings predominate.** The district is intended to include primarily established residential areas where changing conditions have made limited office use suitable and not incompatible with the basic residential character of the district. The district is also intended for certain residential areas which, by reason of proximity to existing commercial areas and major streets, would be suitable for limited office use. It is further the intention of this section that the classification as RP-1 of an area will aid in the preservation and stabilization of property values. To this end, it is the intention that new buildings or the conversion and alteration of existing buildings be compatible by means of landscaping, open space, and architectural treatment with neighboring residences.

Sec. 24-159. - **Principal permitted uses.**

Unless otherwise provided in this chapter, no building or lands shall be used for other than one or more of the following purposes:

(1) Residential uses.

a. Single-family residential.

b. Duplex residential.

(2) Civic uses.

- a. Day care services (limited).
- b. Local utility services.
- (3) Commercial uses.
 - a. Personal improvement.
 - b. Personal services.
 - c. Professional office.
 - d. Studio/gallery (limited).

No performance standards specifically for laundromats/dry-cleaning.

Note: RP-1 is Saint Peter's closest match to C-1.

Red Wing

71. **Personal Services.** Establishments primarily engaged in providing services involving the care of a person or his or her apparel, such as barber shops, clothing rental, reducing salons and health clubs, photographic studios, **cleaning and garment services** (but not including power laundries or dry cleaning plants) or **coin operated laundries.**

Business Use Classifications				NP	Not Permitted
				P	Permitted
				C	Conditional Use Permit
				CC	Certificate of Compliance
Use	Zoning District				Additional Use Regulations
	B-1	B-2	B-2a	B-3	
Fast Food Restaurant	C	P	P	P	55-210
Financial Institution	P	P	P	P	
Funeral Home	NP	CC	CC	P	
Garden Center	CC	CC	CC	C	
Gasoline Station	NP	C	C	NP	
Indoor Athletic Facility	NP	CC	CC	CC	
Indoor Recreation	NP	CC	CC	CC	
Medical Facilities	C	C	C	C	
Neighborhood Convenience Store	P	P	P	P	
Nursing and Personal Care	NP	C	C	NP	
Offices	P	P	P	P	
Outdoor Entertainment	NP	C	NP	NP	
Personal Services	P	P	P	P	
Repair and Maintenance Shop	C	P	P	P	
Restricted Recreation	NP	C	C	NP	
Retail Trade	C	P	P	P	
Sales and Storage Lots	NP	CC	CC	NP	
Self-Service Storage Facility (Incidental to Primary Use)	NP	NP	NP	C	

No performance standards specifically for laundromats/dry-cleaning.

Willmar

SECTION 6. ZONING DISTRICTS AND DISTRICT REGULATIONS

A. DISTRICT SUMMARY. For purposes of this Ordinance, the City of Willmar is hereby divided into zoning districts which shall be designated as follows:

1. Residential Districts.
 - a. R-1, One-Family Residential District.
 - b. R-2, One- and Two-Family Residential District.
 - c. R-3, Low Density Multiple Family Residential District.
 - d. R-4, Medium Density Multiple Family Residential District.
 - e. R-5, High Density Multiple Family Residential District.
2. Business Districts.
 - a. LB, Limited Business District.
 - b. **GB, General Business District.**
 - c. CB, Central Business District.
 - d. SC, Shopping Center District.

Not allowed, permitted or conditional use, in LB (equivalent to C-1)

I. GB. GENERAL BUSINESS DISTRICT (ORDINANCE 1512)

1. Permitted Uses. Only the following uses shall be permitted outright:

- a. Alterations/tailor shops.
- b. Appliance sales and service.
- c. Art and photo studios, including sale of prints and photographic and supplies.
- d. Athletic/recreation facilities.
- e. Bait and tackle stores.
- f. Bakeries.
- g. Banks/financial institutions.
- h. Bicycle sales and service.
- i. Broadcasting studios.
- j. Carpet/floor covering stores.
- k. Churches.
- l. Commercial day nurseries or schools.
- m. Drug stores/pharmacies.
- n. Dry cleaners.**
- o. Employment agencies.
- p. Essential services and public uses.
- q. Flower shops.
- r. Funeral homes/crematoriums.
- s. Furniture stores.
- t. General Retail Stores
- u. Glass sales/service.
- v. Hair care (barbers, beauty shops, salons, etc.)
- w. Hardware stores.
- x. Laundromats.**
- y. Liquor sales, on and off.
- z. Medical/dental clinics.
- aa. Museums.

No performance standards specifically for laundromats/dry-cleaning.

Albert Lea

DIVISION 7. - B-1 NEIGHBORHOOD BUSINESS DISTRICT

Sec. 50.0374. - Purpose.

It is the purpose of the B-1 neighborhood business district to permit and to encourage the establishment of small convenience goods and personal service centers located as to be a functional and harmonious part of a residential neighborhood.

Sec. 50.0375. - Conditional use permit.

- (a) All uses within the B-1 neighborhood business district shall be permitted only by conditional use permit.

No performance standards specifically for laundromats/dry-cleaning.

Austin

PERSONAL SERVICES. Establishments providing nonmedically related services, including salons, spas (with or without massage), barber shops, garment tailoring or repair, laundry and dry-cleaning establishments, body art establishments, and post offices. These uses may also include accessory retail sales of products related to the services provided.

<i>P=Permitted; C=Conditional; Blank Cell = Prohibited absent an Interim Use Permit</i>	<i>Residential</i>				<i>Commercial</i>		<i>Industrial</i>	
	<i>R-1</i>	<i>R-2</i>	<i>R-O</i>	<i>R-M</i>	<i>B-2</i>	<i>B-3*</i>	<i>I-1</i>	<i>I-2</i>
Animal shelter or adoption center							P	
Repair and maintenance services		P	P		P		P	P
Funeral home or mortuary		P	P		P	P	P	P
Personal service and repair (e.g. salon, tailor)		P	P		P	P	P	P
Self-storage facility							P	
Bank		P	P		P	P		
Business and Technical Services								
Professional use (up to 1,500 sq. ft.)	P	P	P		P	P	P	P
Professional use (more than 1,500 sq. ft.)		P	P		P	P	P	P

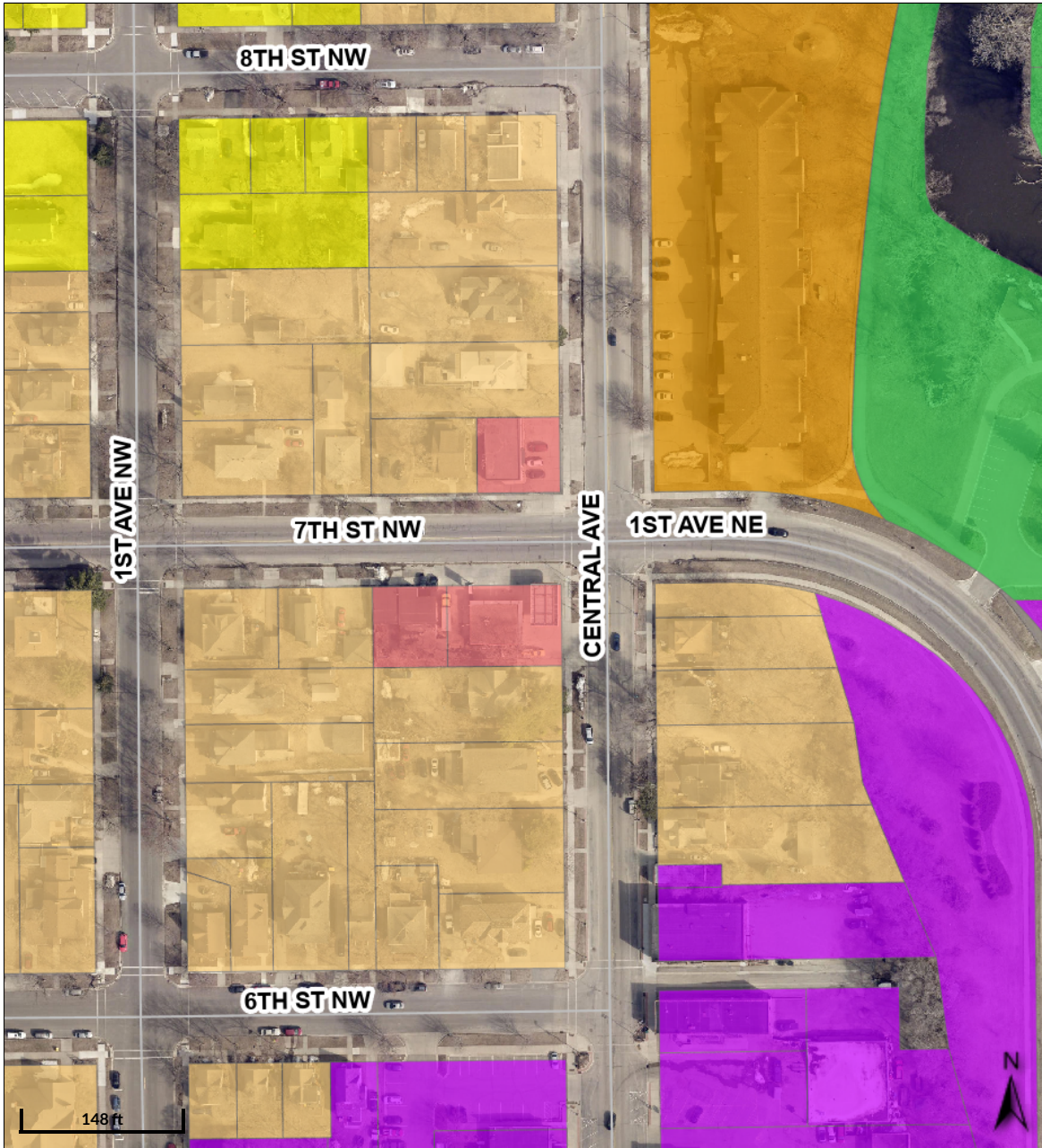
No performance standards specifically for laundromats/dry-cleaning.

Note: Austin had a B-1 similar in use to our C-1, but the R-O is currently their most applicable comparison.

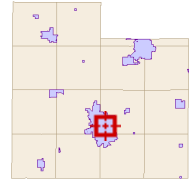
Table 43-1: Principal Uses Table

	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
Use Type	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Automotive repair, major								PS				PS	PS	PS		Yes
Clinic						P	P	P	P	P	P	P	P	P		Yes
Day care facility							P	P	P	P	P	P	P	P		Yes
Funeral home or mortuary						C		C	C	C	C	P	P	P		Yes
Personal service and repair business							P	P	P	P	P	P	P	P		Yes
Personal service with drive-through							C	PS	C		PS	P	P	P		Yes
Storage facility								PS		P	P	P	P	P		Yes
Business & Technical Services																
Office, business, professional or						C	P	P	P	P	P	P	P	P		Yes

No definition for personal services. No performance standards specifically for laundromats/dry-cleaning.



Overview

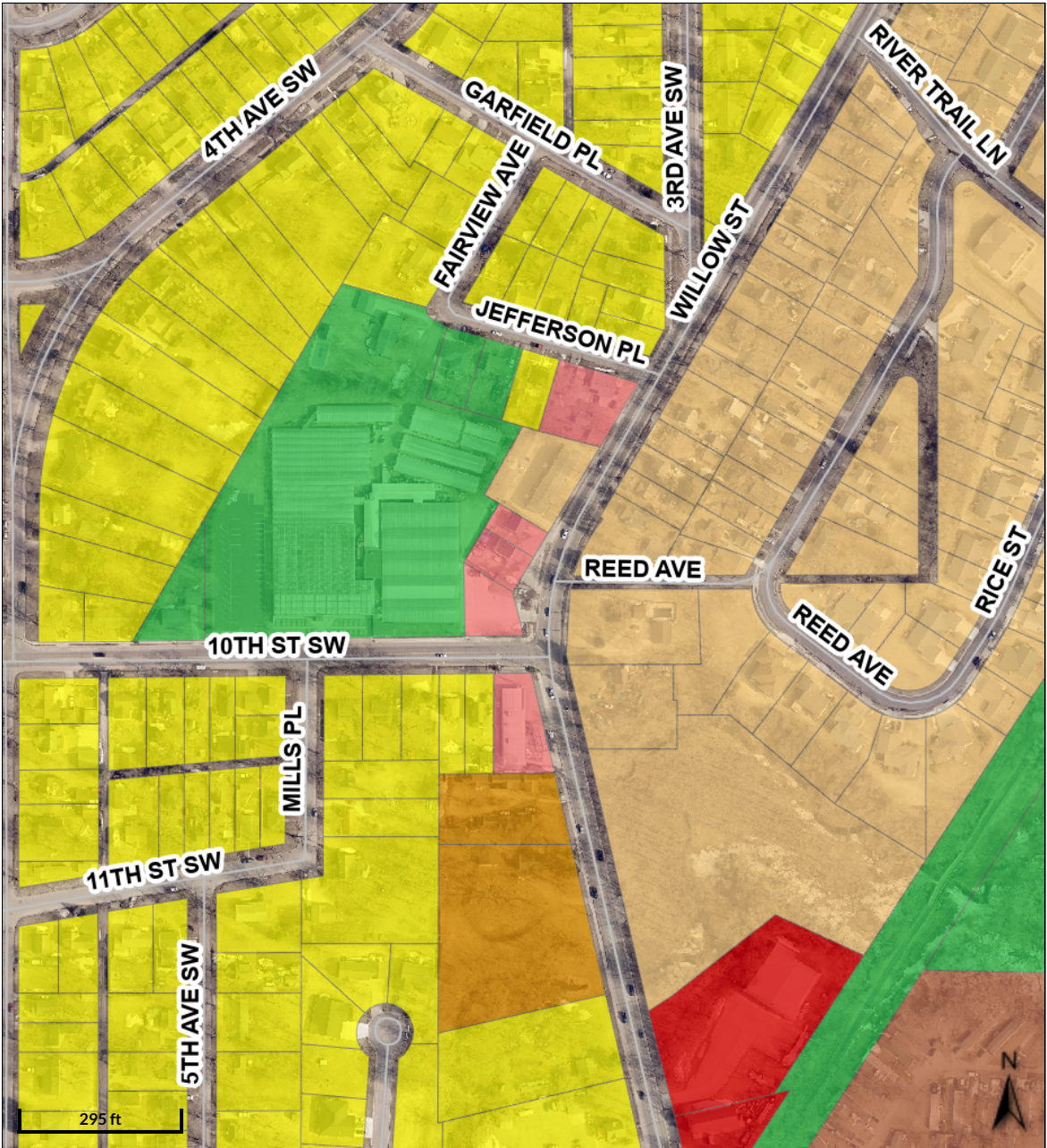


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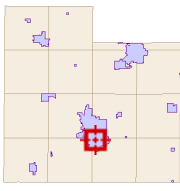
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- Road Numbers
- Faribault Zoning
 - C-1
 - C-2
 - C-3
 - CBD
 - I-1
 - I-2
 - I-P
 - O
 - P-I
 - R-1
 - R-1A
 - R-2
 - R-3
 - R-4
 - RM
 - TUD

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 GEOSPATIAL



Overview

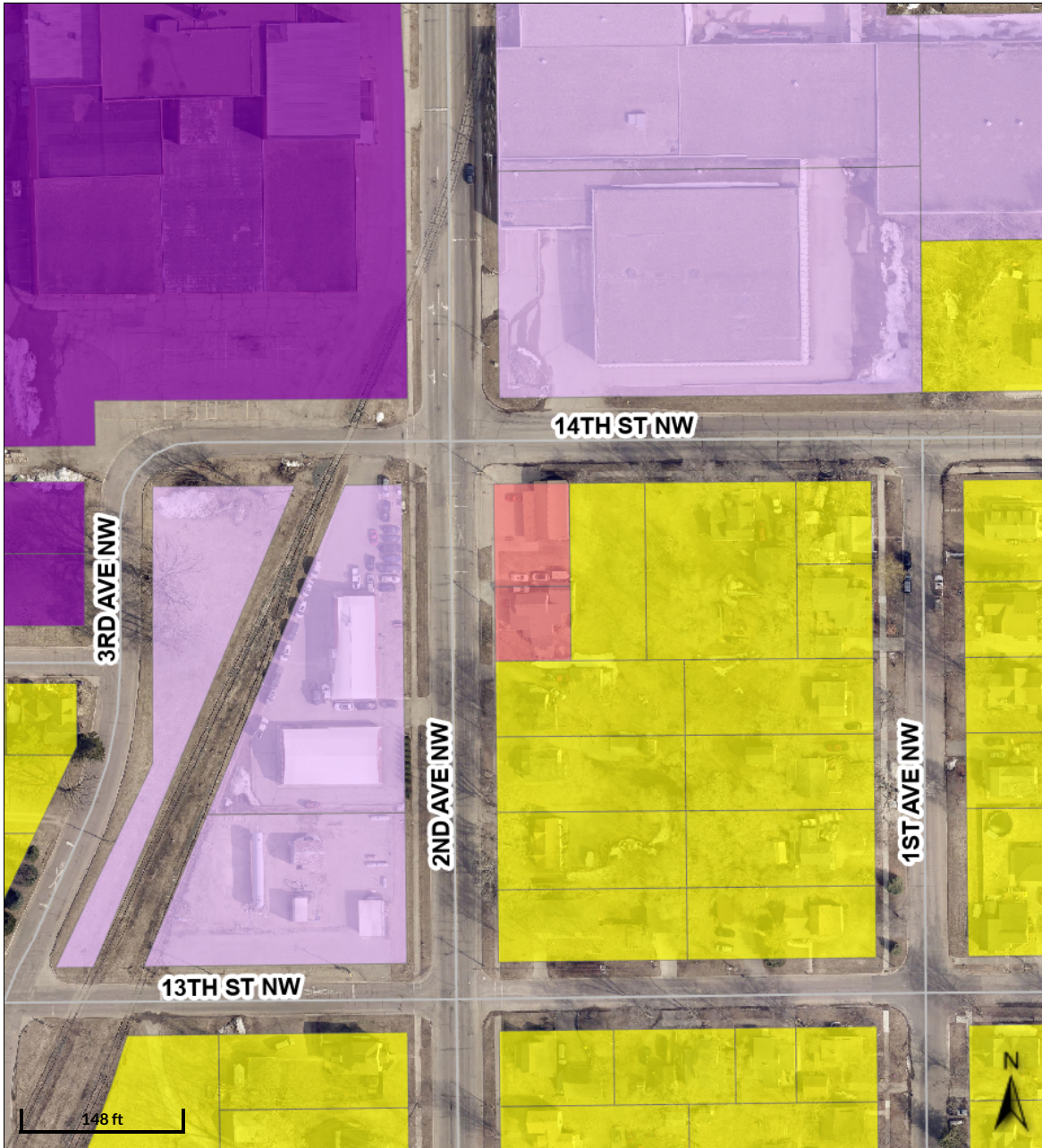


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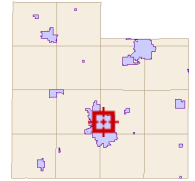
- Roads
- Road Numbers
- Faribault Zoning**
 - C-1
 - C-2
 - C-3
 - CBD
 - I-1
 - I-2
 - I-P
 - O
 - P-I
 - R-1
 - R-1A
 - R-2
 - R-3
 - R-4
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Overview

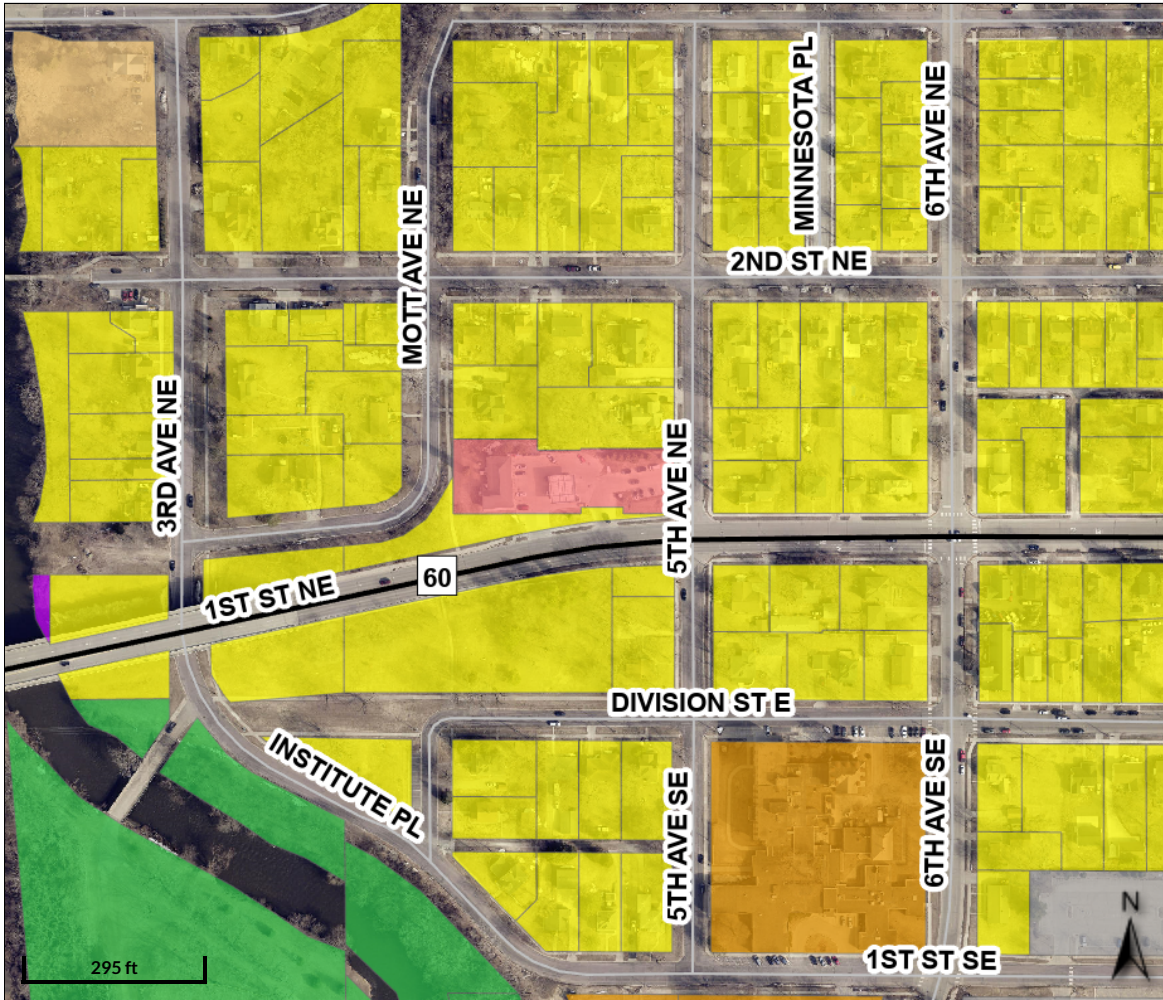


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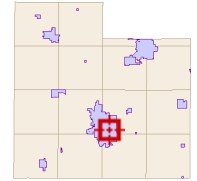
- Roads
- Road Numbers
- Faribault Zoning**
 - C-1
 - C-2
 - C-3
 - CBD
 - I-1
 - I-2
 - I-P
 - O
 - P-I
 - R-1
 - R-1A
 - R-2
 - R-3
 - R-4
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Overview



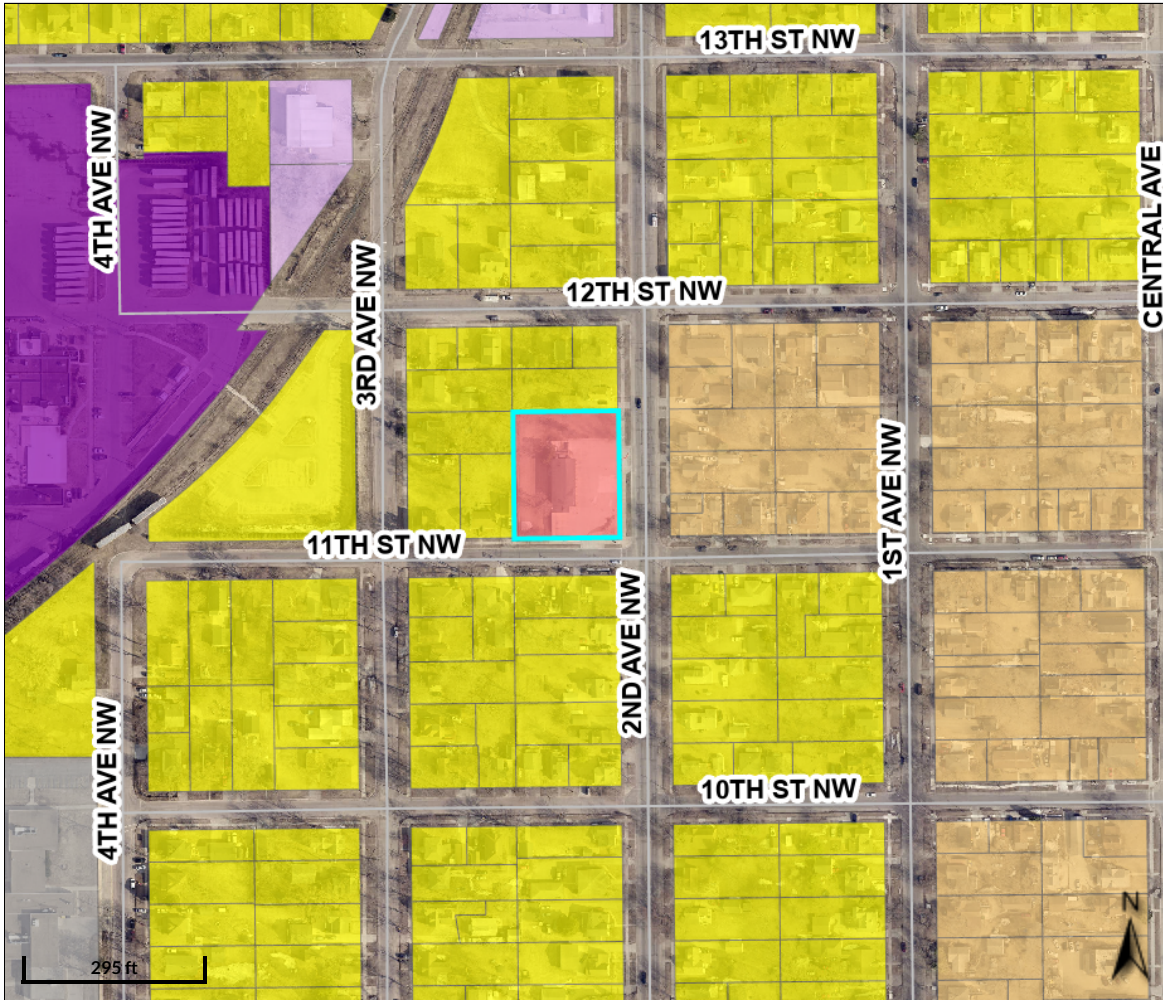
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- Roads
- Road Numbers
- Faribault Zoning**
- C-1
- C-2
- C-3
- CBD
- I-1
- I-2
- I-P
- O
- P-I
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- R-1A
- R-2
- R-3
- R-4
- RM
- TUD

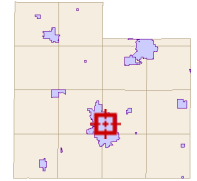
Zoning Description: Neighborhood Commercial
Zoning: C-1

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Overview



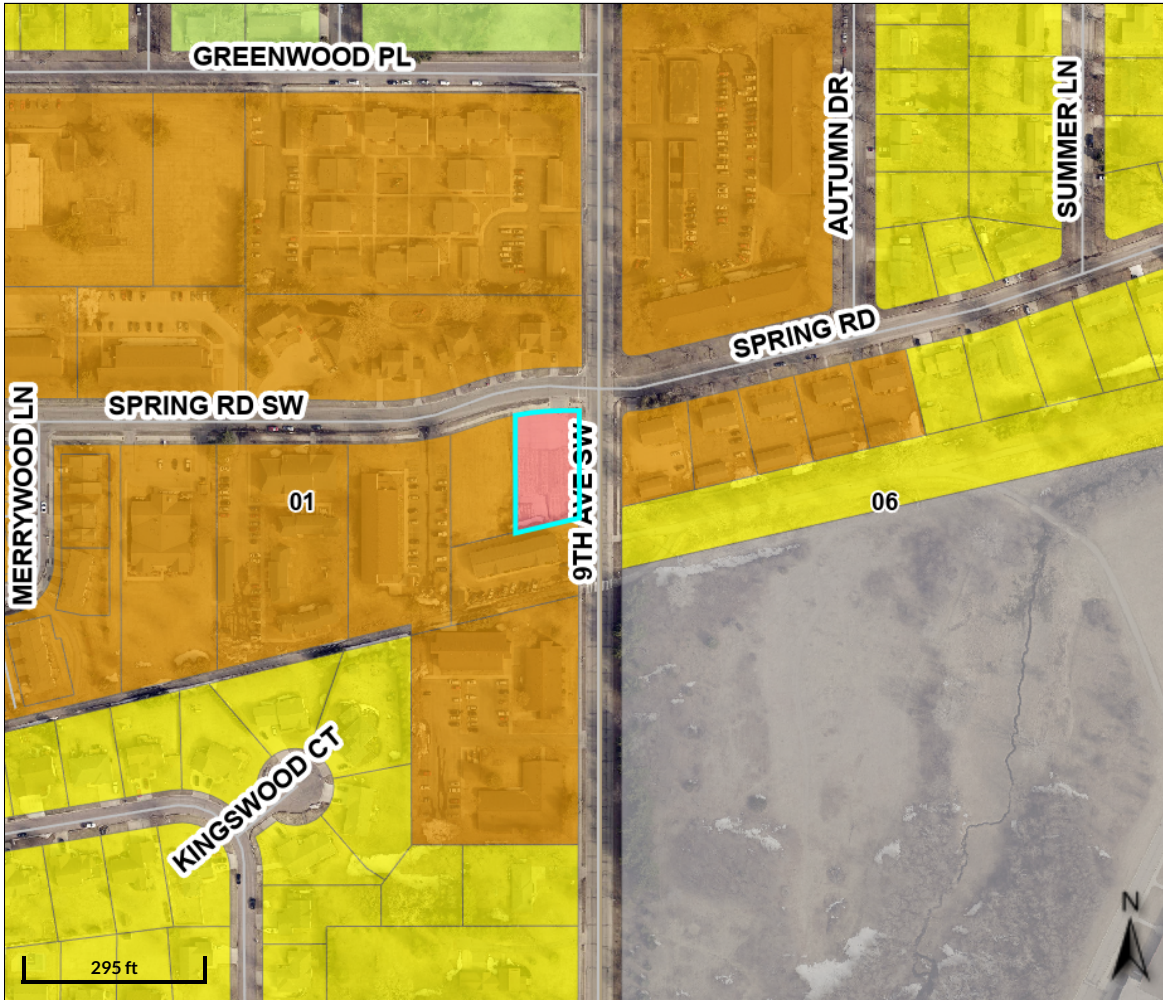
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- Roads
- Road Numbers
- Faribault Zoning**
 - C-1
 - C-2
 - C-3
 - CBD
 - I-1
 - I-2
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 - R-1A
 - R-2
 - R-3
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 - RM
 - TUD

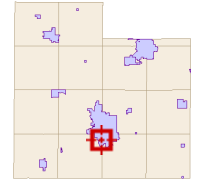
Parcel ID	1830426143	Alternate ID	n/a	Owner Address	KWIK TRIP INC
Sec/Twp/Rng	n/a	Class	3A-Commercial/Industrial/Public Utility		1626 OAK ST
Property Address	1112 2ND AVE NW	Acreage	n/a		LA CROSSE WI 54603
	FARIBAULT				
District	FARIBO-SD656-HSP-HRA-EDA				
Brief Tax Description	Lot 5 Block 15 of NORTH FARIBAULT				
	NORTH FBLT LOTS 5 & 8 & 9 B15				
	(Note: Not to be used on legal documents)				

Date created: 4/26/2024
Last Data Uploaded: 4/26/2024 8:35:47 AM

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Overview



Legend

-  Townships
-  Sections
-  Roads
-  Road Numbers
- Faribault Zoning**
 -  C-1
 -  C-2
 -  C-3
 -  CBD
 -  I-1
 -  I-2
 -  I-P
 -  O
 -  P-I
 -  R-1
 -  R-1A
 -  R-2
 -  R-3
 -  R-4
 -  RM
 -  TUD

Parcel ID	1801476001	Alternate ID	n/a	Owner Address	ZRH PARTNERSHIP
Sec/Twp/Rng	n/a	Class	3A-Commercial/Industrial/Public Utility		1626 OAK ST PO BOX 2107
Property Address	1508 9TH AVE SW	Acreage	n/a		LA CROSSE WI 54602-2107
	FARIBAULT				
District	FARIBO-SD656-HSP-HRA-EDA				
Brief Tax Description	Lot 1 Block 1 of WINDSOR PARK 10				
	(Note: Not to be used on legal documents)				

Date created: 4/26/2024
Last Data Uploaded: 4/26/2024 8:35:47 AM

Developed by  **Schneider**
GEOSPATIAL



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Approve Summary Publication of Ordinance of Ordinance 2024-10

Background:

Ordinance 2024-10 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 the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2024-10.

Recommendation:

Approve the summary publication of Ordinance 2024-10.

Attachments:

1. Ordinance 2024-10 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2024-10

APPROVE A ZONING TEXT AMENDMENT TO ALLOW LAUNDRY SERVICE IN C-1 ZONING DISTRICTS

On July 9, 2024, the Faribault City Council adopted Ordinance 2024-10 approving a zoning text amendment to allow laundromats and laundry services as by-right uses in the C-1, Neighborhood Commercial zoning district. 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: June 25, 2024
Second Reading: July 9, 2024
Publication: July 16, 2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Cashin/Stoneridge Fourth Addition - Easement Vacation; Preliminary Plat; Final Plat

Background:

Rick Cashin (the "Applicant") requests vacating utility and drainage easements and concurrent approval of preliminary and final plats for Stoneridge Fourth Addition at 1940, 1950, 1960, and 1970 13th St NW. The Applicant platted Stoneridge Second Addition in 2020, including a combination of townhome (split duplex) and single-family lots. With market forces changing and four townhome lots remaining, the Applicant requests to combine the four townhome lots and replace them with three single-family lots. The proposal to vacate an easement will remove an easement platted in the 2020 plat. The proposed easement vacation and preliminary/final plats are consistent with the planning and zoning aspects of the City's Unified Development Ordinance.

At a Planning Commission public hearing on July 1, Planning Commissioners voted unanimously to recommend approval of the easement vacation and proposed plats for Stoneridge Fourth Addition.

Recommendation:

The DRC, City Engineer, City Planner, and Planning Commission recommend approval of vacating the easement and Stoneridge Fourth Addition plats based on the findings and conditions in the attached draft ordinance and resolution.

Attachments:

1. PC Staff Report



Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, Community and Economic Development Director
FROM: Harry Davis, City Planner
Mark DuChene, Director of Engineering/City Engineer
MEETING DATE: July 1, 2024
SUBJECT: Stoneridge Fourth Addition
Stoneridge Second Addition Replat
1940, 1950, 1960, and 1970 13th St NW

Request:	Applicant requests an easement vacation along with preliminary and final plat approval for Stoneridge Fourth Addition.
Recommendation:	The DRC, City Engineer, and City Planner recommend approval of Stoneridge Fourth Addition to City Council based on the findings and conditions in the attached draft ordinance and resolution.
Recommended Motion:	Motion to forward and recommend approval of the vacation, preliminary, and final plat requests for Stoneridge Fourth Addition to City Council, with findings and conditions suggested by city staff.

Request:

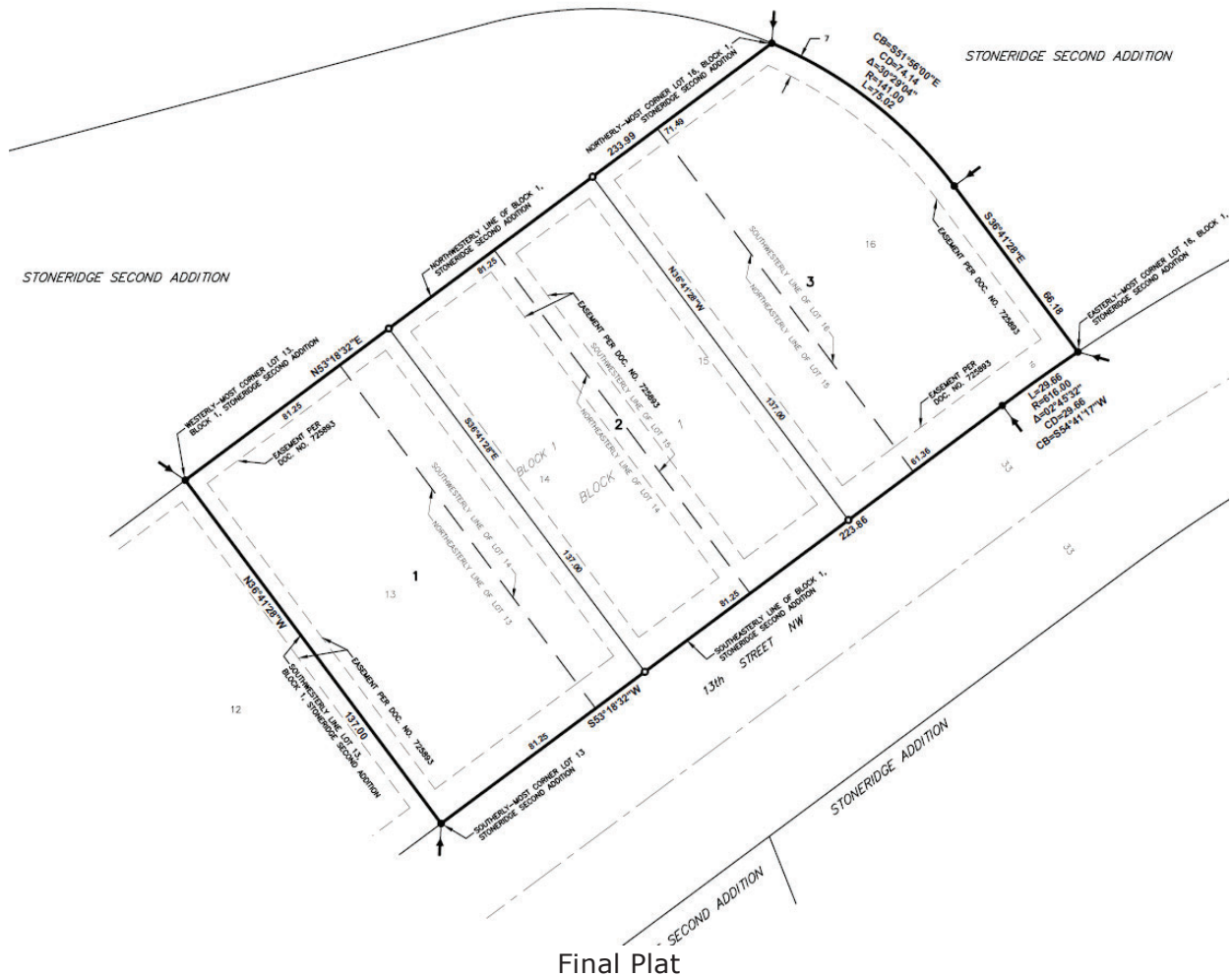
Rick Cashin (the Applicant) requests vacating utility and drainage easements and concurrent approval of preliminary and final plats for Stoneridge Fourth Addition at 1940, 1950, 1960, and 1970 13th St NW, as depicted in the attached plans.



Location along 13th St NW

Background and Project Description:

While the original Stoneridge plat received approval in the early 2000's, the Applicant platted Stoneridge Second Addition in 2020 including a combination of townhome (split duplex) lots and single-family lots. With market forces changing and four townhome lots remaining, the Applicant requests combining all four townhome lots and replace them with three single-family lots. The proposal to vacate an easement will remove an easement platted in the 2020 plat.



The site is located in the SW ¼ of Section 25 Township 110, Range 21W and contains Lots 13, 14, 15 & 16, Block 1, STONERIDGE SECOND ADDITION.

The proposed development will be completed by:

Owner/Developer: Rick Cashin
 Surveyor/Engineer: Jones, Haugh & Smith

The preliminary and final plat for Stoneridge Fourth Addition includes three residential lots with frontage on 13th St NW.

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

Discussion:

The proposed easement vacation and preliminary/final plats are consistent with the planning and zoning aspects of the City's Unified Development

Ordinance. The following provides an overview of the key planning and zoning-related items associated with:

Easement Vacation

1. Easement Vacation Summary. The proposed easement vacation will not infringe or deter use or enjoyment on other properties and is needed to facilitate development of the park.

Preliminary Plat

1. Existing and Surrounding Conditions. The subject property is 1940, 1950, 1960, and 1970 13th St NW, totaling approximately 0.8 acres. To the north and east is a stormwater pond, west are townhomes, south are single-family homes, all zoned R-2.
2. Relationship to the Journey to 2040 Comprehensive Plan. The Journey to 2040 Comprehensive Plan guides the subject property for residential. The proposed preliminary and final plat is consistent with the City's land use plan for this property.
3. Relationship to the Official Zoning Map. Faribault's Official Zoning Map identifies the subject property as R-2, Low Density Residential zoning district. The proposed preliminary plat is consistent with the uses and bulk regulations of the R-2 zoning district. Refer to the lot layout section of this report for additional information.
4. Existing Trees. The subject property has no trees that may be removed with future phases of construction.
5. Wetlands and Shoreland. There are no known wetlands or shoreland encumbrances on the site.
6. Street and Site Layout. The proposed lots are adjacent to 13th Street NW, a local road, which was constructed as part of the Stoneridge Second Addition improvements and constructed as a 36-foot wide, undivided urban roadway with parking on both sides and 5-ft concrete sidewalk on the north side of the road. 13th Street NW is within a 66-ft right-of-way. No changes or improvements are proposed to 13th Street NW.
7. Grading, Drainage and Erosion Control. The grading plan for the proposed conversion of twin-home lots to single-family lots is consistent with the master grading plan for Stoneridge Second Addition. The permanent storm water management basin designed and constructed as part of the Stoneridge Second Addition

improvements has sufficient design capacity to accommodate the proposed plat. The as-built grading plan for the stormwater basin submitted as part of the Stoneridge Second Addition improvements showed a portion of the top of the berm not at design elevation. Prior to any building permits being issued for Stoneridge Fourth Addition, the stormwater basin must be repaired to design elevations and an updated as-built survey submitted to verify.

8. Utilities and Easements.

The existing site is currently served by City water and sewer from mains located in the adjacent public streets. There are four (4) water/sewer service pairs stubbed to the proposed platted lots where only three will be needed. Developer must identify the unneeded service pair. The unneeded water service must be disconnected and capped at the main per City Utility Department standards. The unused sewer service must be either disconnected and capped at the main or may be televised and if no signs of inflow/infiltration or other defects are shown, the service may remain capped in place. The property owner continues to own and remains responsible for any service lines left in place. The cost to disconnect or televise the services is 100% the responsibility of the Developer.

Any private utilities that are required to be relocated to accommodate the proposed plat are 100% the responsibility of the Developer to coordinate with the respective private utility companies to relocate or accommodate the plat.

9. Phasing and Development Schedule. Presuming City Council approves the preliminary and final plats concurrently, the Applicant and City will enter into a Development Agreement that will address the details, responsibilities, and costs associated with the proposed subdivision.

10. Parkland Dedication or Fees In-Lieu. Planning & Zoning will need to confirm parkland dedication or fees in-lieu from previous Stoneridge plats.

Final Plat

1. Final Plat Requirements. The proposed final plat is consistent with the preliminary plat. However, the applicant must provide a title commitment, as the current submittal is incomplete.

Development Review Committee Recommendation. The City's Development Review Committee (DRC) reviewed the proposed applications on June 18, 2024, and recommended approval of the plats and easement vacation with conditions. The Applicant did not yet revise the plats to address the DRC's conditions.

Public Comment. The City Planner received no public comment prior to publishing this report. Notification for this item was published in the paper on June 20, 2024 and letters sent to property owners within 350-feet on June 19, 2024.

Recommendation:

The DRC, City Engineer, and City Planner recommend approval of Stoneridge Fourth Addition to City Council based on the findings and conditions in the attached draft ordinance and resolution.

Attachments:

- Easement Vacation Area
- Preliminary Plat
- Final Plat

RICE COUNTY, MINNESOTA



The sidelines of said easement are lengthened or shortened to terminate on the southeasterly line of the northwesterly 5.00 feet and on the northwesterly line of the southeasterly 10.00 feet of said Block 1.

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PRELIMINARY PLAT

STONERIDGE FOURTH ADDITION

A REPLAT OF LOTS 13, 14, 15, 16, BLOCK 1, STONERIDGE SECOND ADDITION

LEGEND

- = 5/8" X 16" Iron stake monument
- = Iron stake monument-Found
- W — = Water Main
- S — = Sanitary Sewer
- ST — = Storm Sewer
- G — = Gas Main
- UT — = Underground Telephone
- OT — = Overhead Telephone
- FO — = Fiber-Optics
- UE — = Underground Electric
- OE — = Overhead Electric
- X — = Chain Link Fence
- = Control Access
- = Gate Post
- = Bollards
- = Electric Meter
- = Gas Meter
- = Fiber-Optics Box
- = Telephone Pedestal
- = Light Tower
- X — = Silt Fence
- F&I = Furnish & Install
- 1272 --- = Existing Elevation Contour Line
- 1273 --- = Proposed Elevation Contour Line
- = Sign
- = Sign-Handicap
- = Light Pole
- = Power Pole
- = Guy Anchor
- = Fire hydrant
- = Water Main Valve
- = Fire Sprinkler
- = Cleanout
- = Culvert
- = Gas Main Valve
- = Catch Basin
- = Manholes
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- FL1262.34 = Line Elevation
- = Concrete Surface
- = Bituminous Surface
- = Gravel Surface
- = Proposed Pavement Elevation

- VERIFY TOP OF BERM FOR POND MEETS MIN. ELEV. OF 1036.35 IN ALL LOCATIONS.
- EXISTING STORM WATER POND
- APPROXIMATE EXISTING ELEVATION CONTOUR/SPOT ELEV.
- BUILDING SETBACK TYP.
- EXISTING SEWER/WATER SERVICES TYP. DISCONNECT UNUSED WATER SERVICE AT MAIN CAP/PLUG UNUSED SEWER SERVICE
- RELOCATE FIRE HYDRANT TO LOT LINE B/T LOTS 1 AND 2.

BASIS OF BEARING SYSTEM

All bearings are based upon the Minnesota State Plane Coordinate System Nad 83 (96) Ham Adjustment Grid

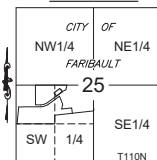
LEGEND

- = 5/8" X 16" Iron stake monument
- = (capped) S&T 120464-Placed
- = Iron monument - Found
- = Addition Plat Corner
- = Utility Easement

SCALE: 1" = 20'

SCALE IN FEET

VICINITY MAP



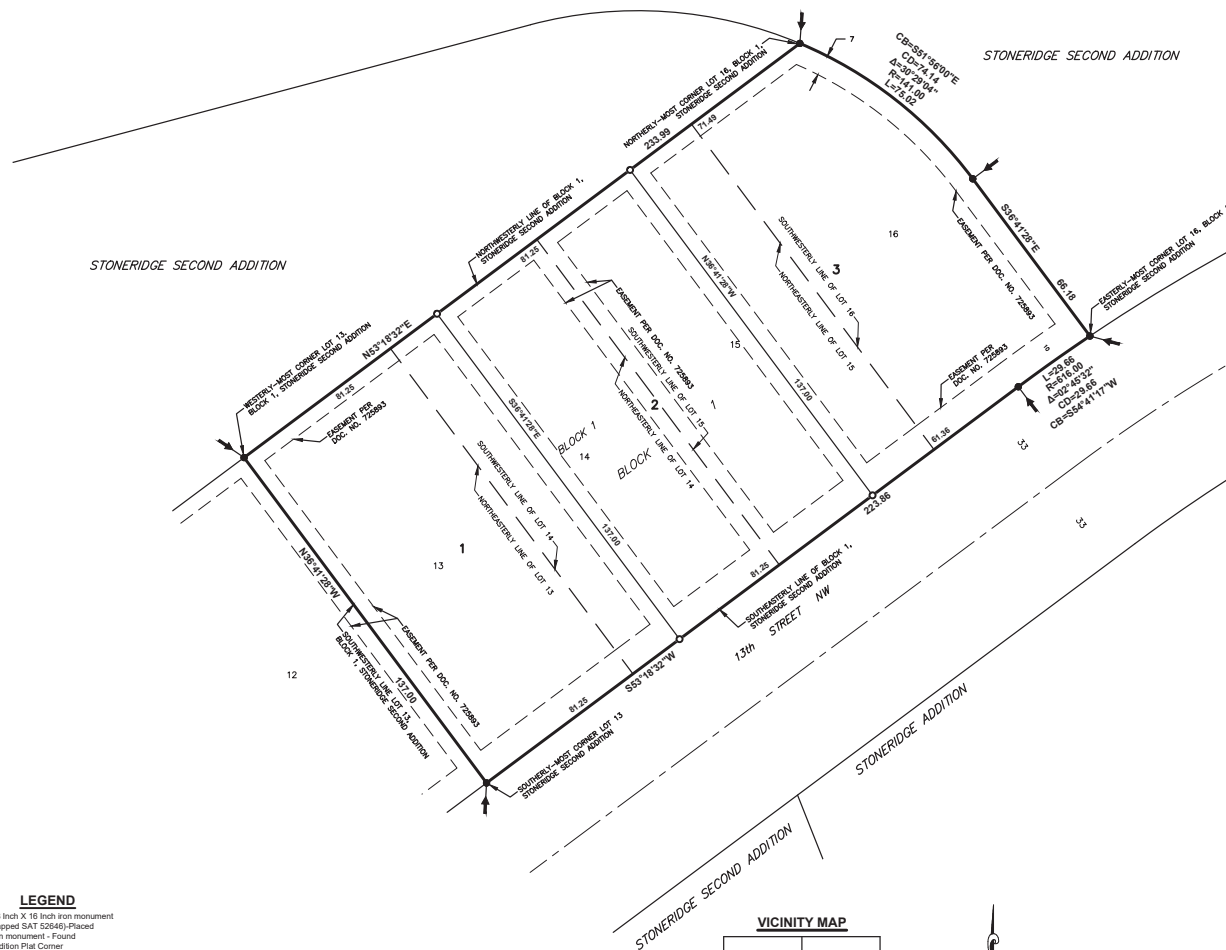
Scale: 1"=2000'

JONES, HAUGH & SMITH INC.
MAY 2024

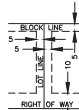
DRAWN BY ANDY MCGOWAN
24-161 Preliminary Plat.dwg

SHEET NO. 1 OF 1 SHEETS

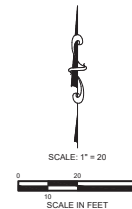
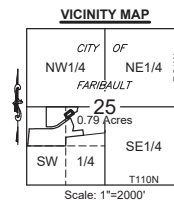
OFFICIAL PLAT
STONERIDGE FOURTH ADDITION



LEGEND
○ = 5/8 Inch X 16 Inch iron monument
(capped SAT 52646) Placed
● = Iron monument - Found
▲ = Addition Plat Corner
Drainage and utility easements are
shown thus unless otherwise noted:



BASIS OF BEARING SYSTEM
All bearings are based upon the southeasterly line of Block 1,
STONERIDGE SECOND ADDITION bearing South 53°18'32" West.



CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, That Rick Cashin Construction, Inc., a Minnesota corporation; owners of the following described property:

Lots 13, 14, 15 & 16, Block 1, STONERIDGE SECOND ADDITION, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

Has caused the same to be surveyed and platted as STONERIDGE FOURTH ADDITION, and hereby dedicate to the public for public use the drainage and utility easement as created herewith.

In witness whereof said Rick Cashin Construction, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ____.

Signed: Rick Cashin Construction, Inc.

Rick Cashin, President

STATE OF MINNESOTA

COUNTY OF RICE

This instrument was acknowledged before me on this ____ day of _____, 20 ____ by Rick Cashin, President of Rick Cashin Construction, Inc., a Minnesota corporation, on behalf of the corporation.

_____, Notary Public
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Scott A. Tuchtenhagen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated ____ day of _____, 20 ____.

Licensed Land Surveyor
Minnesota License No. 52646

STATE OF MINNESOTA

This instrument was acknowledged before me on ____ day of _____, 20 ____ by Scott A. Tuchtenhagen.

_____, Notary Public
My Commission Expires _____

CITY COUNCIL CITY OF FARIBAULT, MINNESOTA

This plat of STONERIDGE FOURTH ADDITION, was approved and accepted by the City Council of the City of Faribault, Minnesota at a regular meeting thereof held this ____ day of _____, 20 ____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Mayor _____

City Administrator _____

RICE COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, subd. 11, this plat has been reviewed and approved this ____ day of _____, 20 ____.

Michael Fangman
Rice County Surveyor

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20 ____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20 ____.

Denise Anderson
Property Tax & Elections Director

COUNTY RECORDER

County Recorder, County of Rice, State of Minnesota
I hereby certify that this plat of STONERIDGE FOURTH ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 20 ____ at ____ o'clock ____ M. and was duly filed as Document

Number: _____

Michael Fangman
Rice County Recorder

JONES, HAUGH & SMITH
PROFESSIONAL ENGINEERS & LAND SURVEYORS

SHEET NO. 1 OF 1 SHEETS



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Ordinance 2024-13 Vacate a Portion of Drainage and Utility Easement at 1950 13th St NW (First Reading)

Background:

The Planning Commission unanimously recommended that the City Council vacate the drainage and utility easements requested by the Applicant based on the findings outlined in Ordinance 2024-13.

Recommendation:

Approve Ordinance 2024-13 (first reading).

Attachments:

1. Ordinance 2024-13 Vacate a Portion of Drainage and Utility Easement at 1950 13th St NW

(Space Reserved for Recording)

**CITY OF FARIBAULT
ORDINANCE No. 2024-13**

VACATE A PORTION OF DRAINAGE AND UTILITY EASEMENT AT 1950 13TH ST NW

WHEREAS, Rick Cashin, (the "Applicant") requests vacating a portion of a drainage and utility easement at 1950 13th St NW, depicted and legally described in Exhibit A; and

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

WHEREAS, the Planning Commission, on July 1, 2024, following proper notice, held a public hearing regarding the Applicant's request; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended approval of the Applicant's request per the following findings as required by Section 2-540 of the City's Unified Development Ordinance:

1. Criteria: No private rights will be injured or endangered as a result of the vacation.

Finding: The easement is completely within the applicant's property and will not impact the private rights of other properties or property owners.

2. Criteria: The public will not suffer loss or inconvenience resulting from the granting of the requested vacation.

Finding: The easement is completely within the applicant's property and the public will not suffer any loss or inconvenience with the requested vacation.

3. Criteria: No written objection has been received, prior to the public hearing, from an adjacent property owner who did not join in the application.

Finding: City staff received no objections to the easement vacation.

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

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

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals and exhibits in this ordinance are incorporated into this ordinance, and, where applicable, constitute the City Council's findings.

Section 2. Vacation of a Portion of Right-of-Way. Pursuant to City of Faribault Unified Development Ordinance, Chapter 2, Article 10 and Minn. Stat. § 412.851, the City of Faribault hereby vacates the public drainage and utility easements situated in the City of Faribault, County of Rice, State of Minnesota, legally described and depicted in Exhibit A.

Section 3. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 4. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

First Reading: July 9, 2024
Second Reading: July 23, 2024
Publication Date: July 30, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Easement Vacation Legal Description

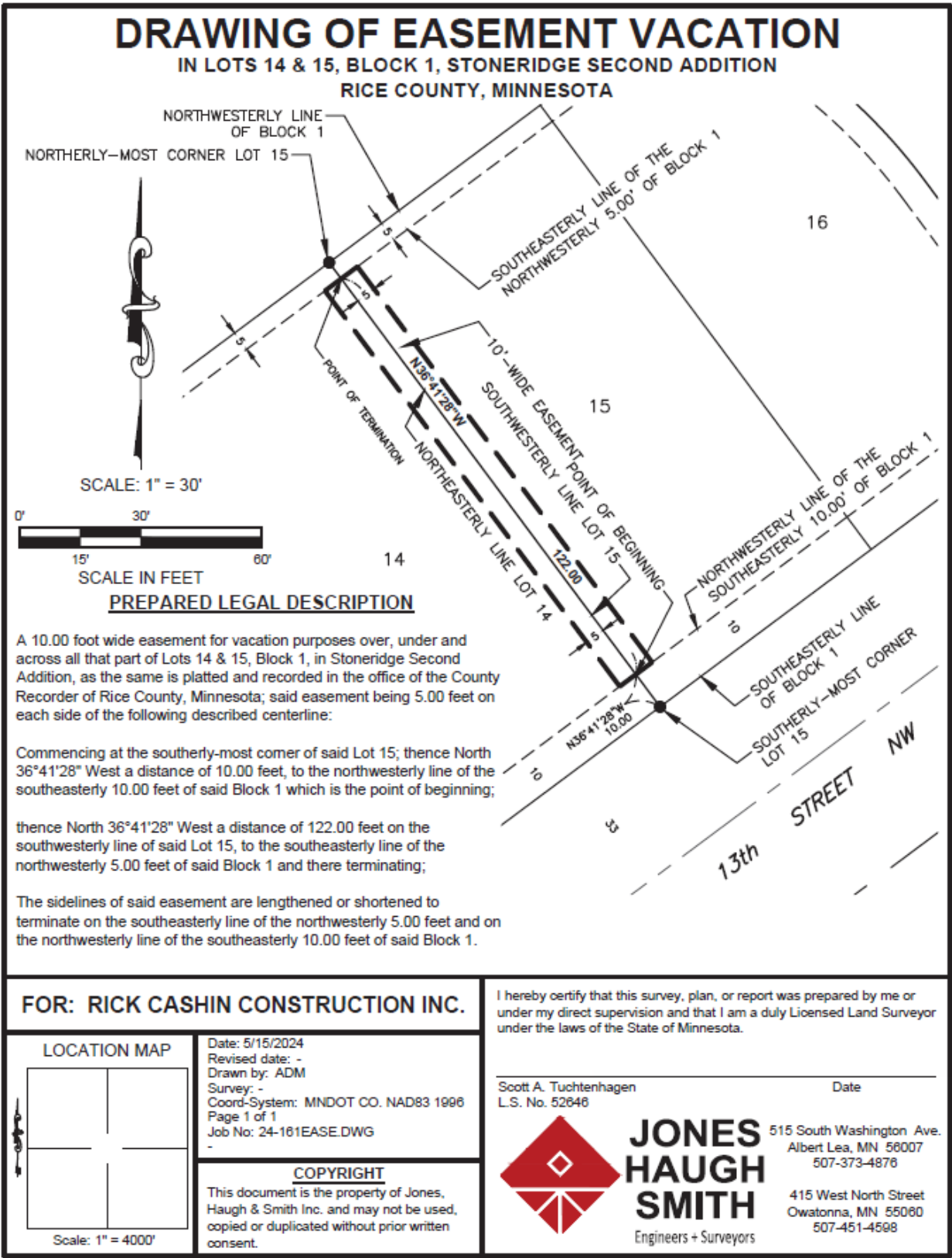
A 10.00 foot wide easement for vacation purposes over, under and across all that part of Lots 14 & 15, Block 1, in Stoneridge Second Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota; said easement being 5.00 feet on each side of the following described centerline:

Commencing at the southerly-most corner of said Lot 15; thence North 36°41'28" West a distance of 10.00 feet, to the northwesterly line of the southeasterly 10.00 feet of said Block 1 which is the point of beginning;

thence North 36°41'28" West a distance of 122.00 feet on the southwesterly line of said Lot 15, to the southeasterly line of the northwesterly 5.00 feet of said Block 1 and there terminating;

The sidelines of said easement are lengthened or shortened to terminate on the southeasterly line of the northwesterly 5.00 feet and on the northwesterly line of the southeasterly 10.00 feet of said Block 1.

Exhibit A
Easement Vacation Area





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-138 Approve the Preliminary and Final Plats for Stoneridge Fourth Addition

Background:

The Planning Commission unanimously recommended that the City Council approve the requested preliminary and final plats for Stoneridge Fourth Addition based on the findings outlined in the attached Resolution 2024-138.

Recommendation:

Approve Resolution 2024-138.

Attachments:

1. Resolution 2024-138 Approve the Preliminary and Final Plats for Stoneridge Fourth Addition

CITY OF FARIBAULT

RESOLUTION #2024-138

APPROVE THE PRELIMINARY AND FINAL PLATS FOR STONERIDGE FOURTH ADDITION

WHEREAS, Rick Cashin (the "Applicant"), on behalf of Rick Cashin Construction Inc. (the "Owner"), requests preliminary and final plat approval to replat Lots 13, 14, 15, and 16, Block 1, Stoneridge Second Addition, previously intended for twinhome residential development, into three lots intended for single-family residential development, legally described in Exhibit A (the "Property"); and

WHEREAS, City Staff reviewed the Applicant's applications and made a report to the Planning Commission, a copy of which City Staff presented to the City Council; and

WHEREAS, the Planning Commission, on July 1, 2024, following proper notice, held a public hearing regarding the applications, and following said public hearing, made written findings and recommended approval of the applications; and

WHEREAS, the City Council, on July 9, 2024, at a public meeting, considered the applications; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approval of the preliminary plat for Stoneridge Fourth Addition as depicted on Exhibit B, subject to the attached conditions of approval, is appropriate with the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. Criteria: The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the**

applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.

Finding: The proposed preliminary plat is consistent with UDO requirements within the R-2, Low Density Residential zoning district and subdivision platting requirements.

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

Finding: The City's Land Use Plan guides the subject property for residential. The proposed residential use is consistent with this plan.

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

Finding: The preliminary plat provides for reasonable use of land intended for residential development based on sound planning and engineering principles.

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

Finding: The preliminary plat lot is consistent with the provisions of the City's Unified Development Ordinance.

- 5. Criteria: All submission requirements have been satisfied.**

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

WHEREAS, the City Council further finds that approval of the final plat of Stoneridge Fourth Addition as depicted on Exhibit C, subject to certain conditions of approval, is appropriate with the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

- 1. Criteria: The final plat substantially conforms to the approved**

preliminary plat.

Finding: The Owner concurrently applied for the final plat approval with the preliminary plat. The final plat conforms to the preliminary plat as required.

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

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

3. All submission requirements have been satisfied.

Finding: The proposed final plat adequately addresses the submission requirements outlined in the City's Unified Development Ordinance, with the exception of a title commitment, which the applicant will satisfy prior to signing the plat.

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

Section 1. Preliminary and final plat approval. The City Council approves the preliminary and final plat for Stoneridge Fourth Addition included in Exhibit B and Exhibit C, respectively, subject to the following conditions:

1. The Owner must make the following changes to the preliminary plat:
 - a. Put the Owner's information on the plat.
 - b. Show the property's current zoning and the required setbacks, or include a setback table on the plat.
 - c. Show adjacent property information.
 - d. Submit covenants (if any) to the City Planner.
 - e. Provide a drainage and utility easement between Lots 1 and 2.
 - f. Clarify the following:
 - i. Linework and line types for easements and setbacks.
 - ii. Proposed and existing easements and lot boundaries.
 - iii. Easement types and callouts.
 - iv. Topographic contours as proposed or existing.

2. The Owner must make the following changes to the final plat:
 - a. Clarification of and space made available to identify the easement to be vacated on the final plat.
 - b. Include the date of plat creation.
 - c. Revision of dedication statement to be consistent with Unified Development Ordinance language.
 - d. A notarized certification by the surveyor on the plat.
 - e. Certification of all taxes paid in full.
 - f. Submittal of a title commitment as a precursor to a title policy.
 - g. The Applicant shall finish grading associated with the stormwater pond servicing Stoneridge Fourth Addition prior to approval of a building permit.
3. The Owner and City must enter into a Development Agreement that specifies the provisions of the development related to the plat.
4. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees and taxes.
5. The plat must be recorded with the Rice County Recorder within 12 months following City Council approval, or it shall be automatically deemed null and void, unless the City Council extends the deadline to record the plat.

Section 2. Findings. The recitals in this Resolution are integral to this Resolution and, where applicable, constitute the findings of the City Council.

Section 3. Authorization to take additional steps. The City Council authorizes and directs City Staff and City Consultants to take all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

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

Section 5. Effective date. This Resolution is effective immediately upon its passage and without publication.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

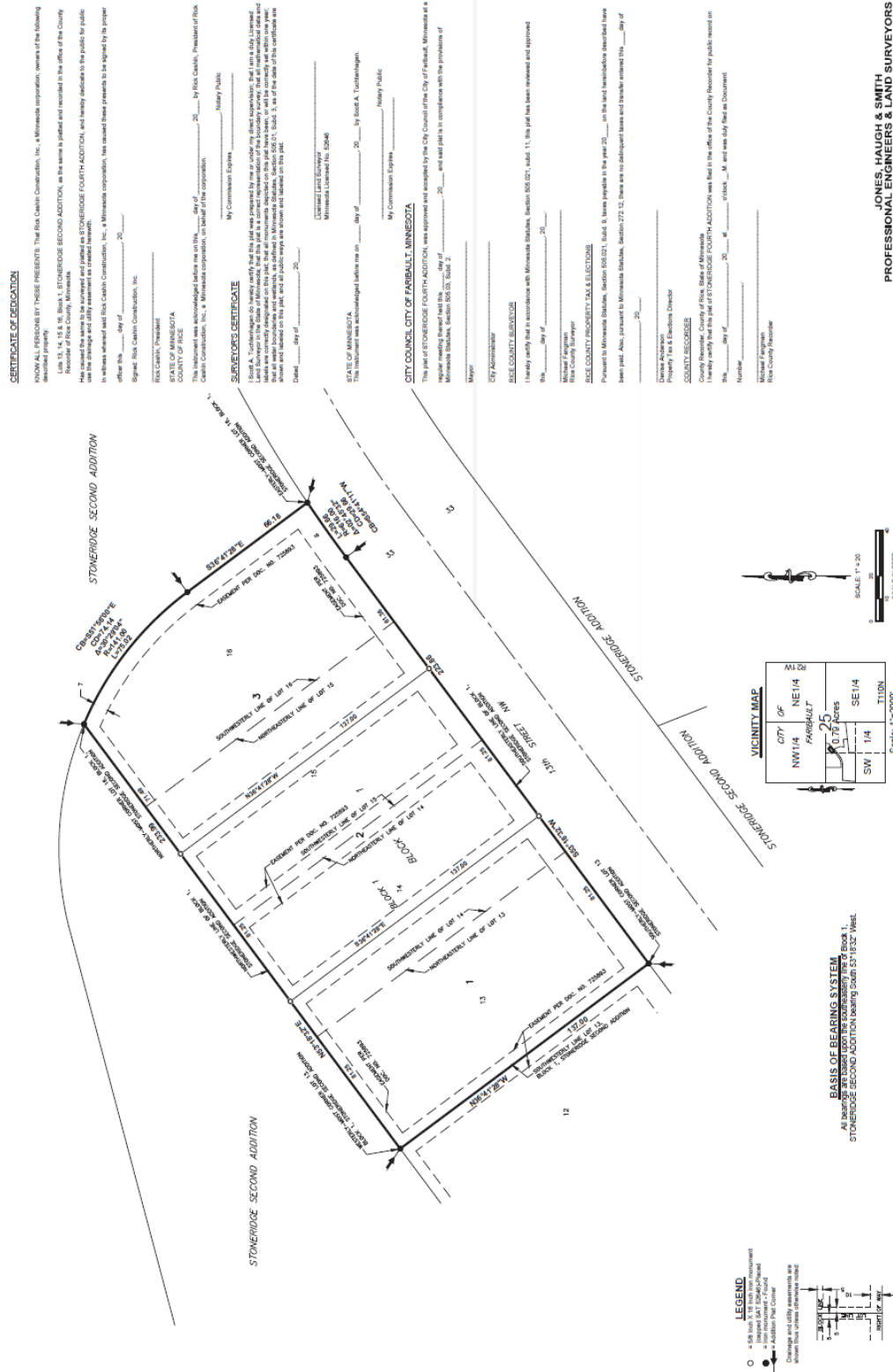
Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

Lots 13, 14, 15 & 16, Block 1, STONERIDGE SECOND ADDITION, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

Exhibit C Depiction of the Final Plat

STONERIDGE FOURTH ADDITION





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Kleeberger/Riverview Ridge Addition - Preliminary Plat; Final Plat; Variance; Conditional Use Permit (CUP)

Background:

Cheryl and Don Kleeberger (the "Applicant" and the "Owner") purchased a ten-acre parcel at 1150 Quartz Circle to build their family home. However, due to multiple development constraints unique to the parcel, the Applicant cannot obtain a building permit to construct their home in their preferred location because of zoning issues. The Applicant has worked closely with City Staff over several months to address the zoning issues. The primary issues include the following:

1. Platting. The Applicant purchased the subject parcel from a previous owner who subdivided the metes and bounds property without platting. In addition, the previous owner subdivided and recorded the parcel with Rice County approval but without City approval. State statutes require that conveyance of residential parcels of the subject parcel's size be platted. Consequently, the Applicant hired a surveyor to prepare preliminary and final plats. The parcel is currently not served by City sewer and water, nor does it have adequate right-of-way. Therefore, the Applicant has proposed to dedicate right-of-way and extend City sewer and water to their proposed home. The Planning Commission unanimously recommended approval of the Applicant's preliminary and final plats.
2. CUP for a single-family residence in the shoreland overlay district. The subject property is in the City's shoreland overlay district, which requires non-farm-related single-family residences to obtain a conditional use permit. The Planning Commission unanimously recommended approval of a single-family residence on the subject property provided that the residence is consistent with the requirements of the shoreland overlay district and all other pertinent requirements.

3. Variance associated with development in the bluff impact zones. As previously noted, the site has significant and unique development constraints. However, there are areas on the subject property where the Applicant can construct a home without variances. Nevertheless, for various reasons, the Applicant proposes constructing their home in a bluff impact zone, which would require several variances. The Minnesota Department of Natural Resources (the "DNR") has recommended that the City deny the Applicant's variance requests. City Staff and the Planning Commission also recommended denial of the variance requests.

The Planning Commission and City Staff empathize with the Applicant and understand why the Applicant would like to build their house in the bluff impact zone instead of placing it in an area that does not require variances. Nevertheless, the shoreland overlay district requirements (including the bluff impact requirements) are intended to protect property owners and the natural features of the site.

Neighboring property owners spoke at the public hearing. One neighbor to the west has a driveway easement across the subject property and does not want to modify or eliminate the easement to allow the proposed house to shift outside the bluff impact zone. Another neighbor in the townhomes to the north does not want the proposed house to move closer to the adjacent townhomes. In short, both neighbors would prefer the house to be located as proposed by the Applicant.

If the City Council agrees with the Planning Commission's findings and recommendations, the Council should approve the resolution denying the variance request. If the Council is inclined to consider approving the Applicant's request, the Council should provide direction to City Staff and continue the meeting for action at an upcoming Council meeting. If the Council were to approve the variance request, the City must send a letter to the DNR justifying why the City approved a variance that the DNR recommended denial of. The DNR could take action to prevent development that does not meet the shoreland and bluff impact requirements.

Refer to the attached Planning Commission report for additional information.

Recommendation:

The DRC, City Engineer, City Planner, and Planning Commission recommend approval of Riverview Ridge Addition plats and the associated CUP based on the findings and conditions in the attached resolutions.

The DRC, City Planner, and Planning Commission recommend denial of the requested variances based on the findings in the attached resolution.

Attachments:

1. PC Staff Report



Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, CED Director
FROM: Harry Davis, City Planner
Mark DuChene, Director of Engineering/City Engineer
MEETING DATE: July 1, 2024
SUBJECT: Riverview Ridge Addition Plats, Shoreland Variances,
and CUP
1150 Quartz Circle

Request:	Applicant requests approval of a preliminary and final plat, Shoreland variances, and a conditional use permit.
Recommendation:	The DRC, City Engineer, and City Planner recommend approval of Riverview Ridge Addition plats and the CUP to City Council based on the findings and conditions in the attached draft resolutions. The DRC and City Planner recommend denial of the Shoreland variances to City Council.
Recommended Motion(s):	Motion to forward and recommend approval of the preliminary and final plat requests for Riverview Ridge Addition to City Council, with findings and conditions suggested by city staff. Motion to forward and recommend approval of the conditional use permit for a non-farm, single-family home, with findings and conditions suggested by city staff. Motion to forward and recommend denial of the Shoreland variance requests, with findings and conditions suggested by city staff.

Request:

Donald and Cheryl Kleeberger (the Applicant) request approval of preliminary and final plats for Riverview Ridge Addition, variances from top of bluff setbacks and grading within the bluff impact zone, and a conditional use permit to allow a single family home unassociated with a farm, as depicted in the attached plans.



Location at the end of Quartz Circle

Background and Project Description:

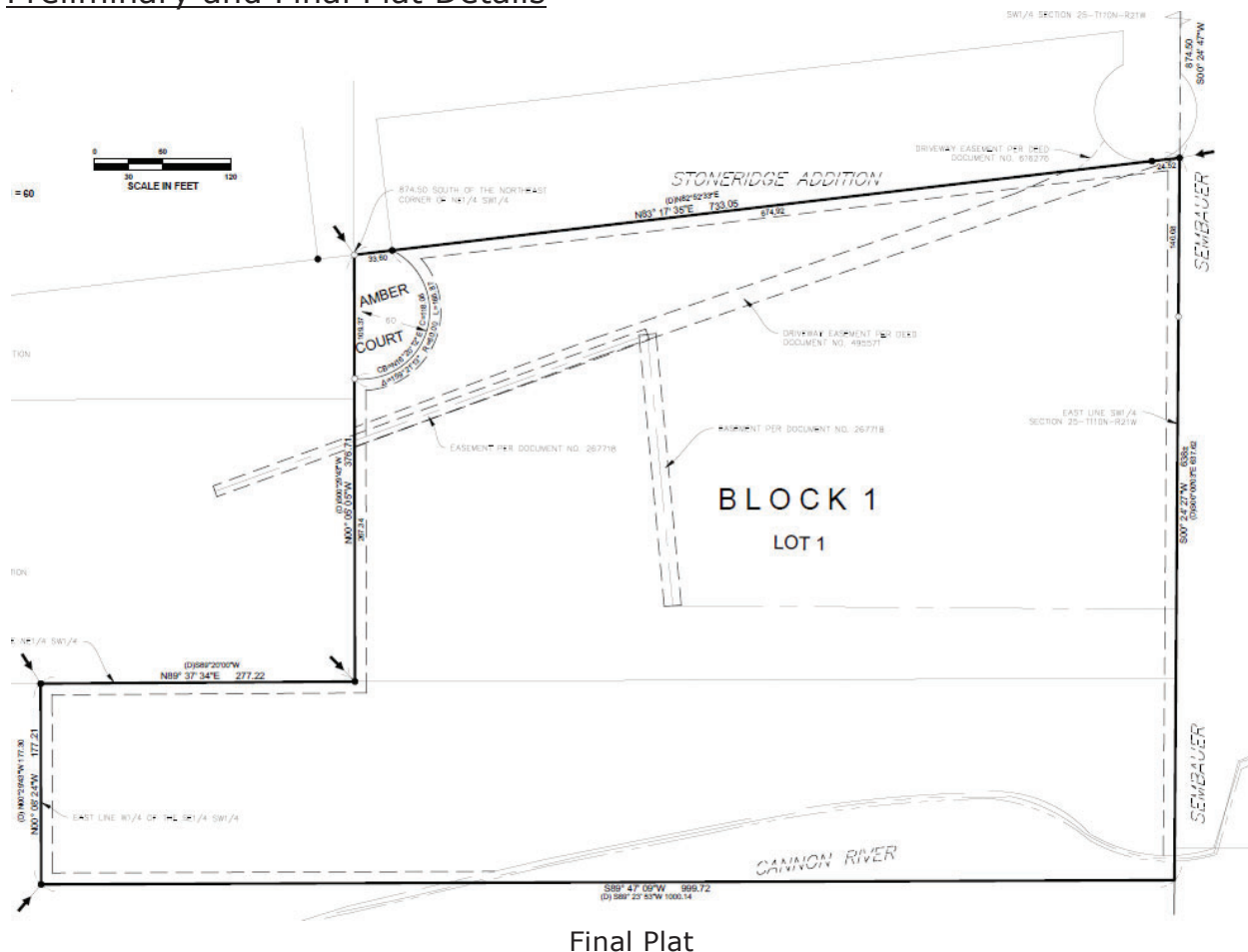
The property is an unplatted, approximately 10-acre site split from an original 15 acre parcel by prior owners. The subdivision was not approved by the city, as required by State Statute and Faribault City Code. Both State Statute and city code prohibit issuing building permits on unplatted residential parcels under 20 acres. This prohibition was unknown to the applicants who applied for a building permit, which started this development review process and is the impetus behind the preliminary and final plat submittals. The resulting subdivision is for one buildable, residential lot.

Since the applicant's original submittals in April of 2024, city staff and the owners collaborated on the best process for developing the site. The applicants purchased the property with the river views and topography in

mind, making their preferred home site south of an existing private driveway. The previous owners have an easement that protects driveway access and current location through the middle of the property, making it difficult to shift it elsewhere.

Placing the home south of the driveway does present challenges: the home is within the Shoreland Overlay District, which is a 300 foot buffer along the Cannon River. The shoreland overlay protects the river's character and quality, including bluffs and other natural features. The shoreland overlay does not allow structures within thirty (30) feet of the top of bluff and grading is prohibited within 20 feet of the top of bluff. These restrictions are to protect the homeowner as much as to protect the bluff and natural features. The DNR has many examples of structures built too close to a bluff that are now in need of serious repair or is simply not there anymore due to bluff and bank erosion.

Preliminary and Final Plat Details



The site is located in the SW ¼ of Section 25 Township 110, Range 21W.

The proposed plat contains:

Total Plat Area: 10.44 Acres (454,766 sf)

Lot 1, Block 1: 10.30 Acres (448,668 sf)
Right-of-Way: 0.14 Acres (6,098 sf)

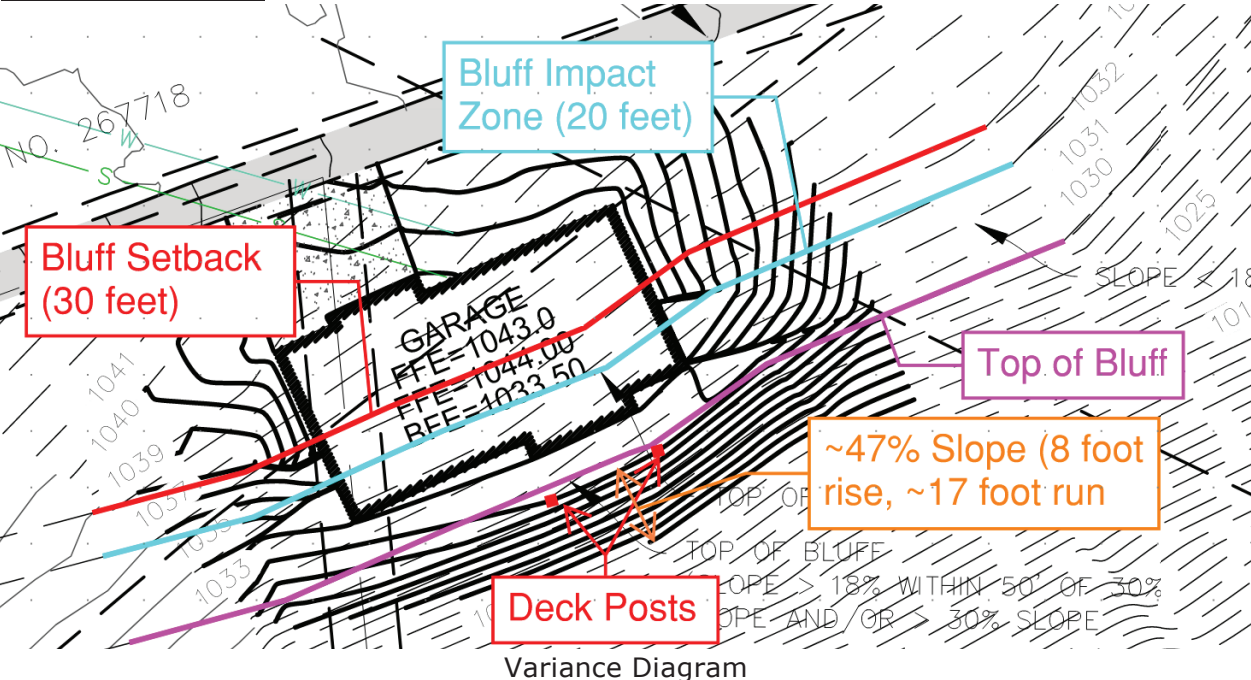
The proposed development will be completed by:

Owner/Developer: Don and Cheryl Kleeberger
Surveyor/Engineer: Jones, Haugh & Smith

The preliminary and final plat for Riverview Ridge Addition is for one lot with unimproved frontage on a half cul-de-sac for Amber Court dedicated per the plat. The half cul-de-sac anticipates future development from the property to the west and allows the applicant to develop the existing property.

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

Variance Details



The applicant's variance requests include placing the home and attached deck past the top of bluff and not adhering to the setback, grading well past the top of bluff and well into the impact zone, and proposing finished grades at around forty-seven (47) percent when fifteen (15) percent is the allowed maximum slope.

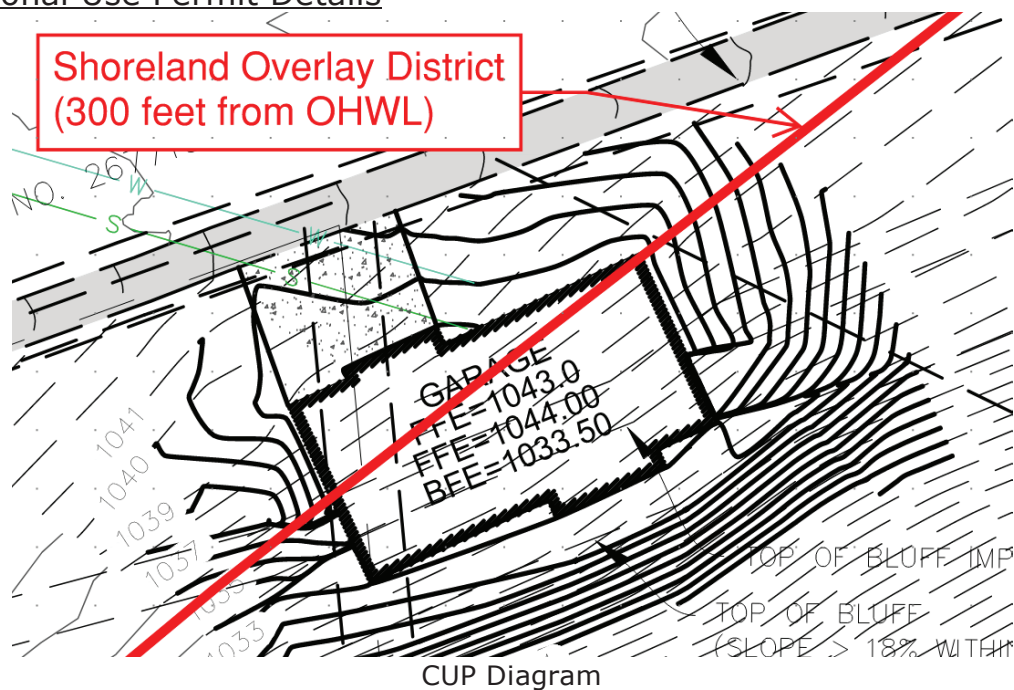
Table 1 – Variance Table

Variance Issue	Requirement	Proposed	Variance
----------------	-------------	----------	----------

Bluff setback from top of bluff (Sec 13-660(E))	30-foot setback from top of bluff	0-foot setback (~3 feet past the top of bluff)	0 feet (~3 feet past the top of bluff)
Grading and filling land in bluff impact zone (Sec 16-680(C)(9))	20-foot setback from top of bluff	0-foot setback (~20 feet past top of bluff)	0 feet (~20 feet past top of bluff)
Proposed finished slopes greater than 15% (Sec 13-680(C)(8))	Finished slopes at or less than 15% grade	~47% slope	~32% grade (~3 times the maximum slope)

The applicant did provide a narrative behind the variance requests. In summary, the applicant names the driveway and associated easements as the practical difficulty in developing the property. It bisects a lot of the developable area and the ambiguity if the easement makes it hard to shift its location without full cooperation from the adjoining neighbors. In the areas north and northwest of the proposed home are older, mature trees and undergrowth that the applicant would prefer to keep for their value to the property. Placement near the adjoining townhomes to the north is also undesirable and the applicant would prefer not to start a potential conflict with the neighbors. The Kleebergers want the lot for its privacy, and surmise that the townhomes feel similarly, so they want to avoid close proximity and negative impacts. The full narrative by the applicant may be found in attachments.

Conditional Use Permit Details



The requirement for a single-family home needing a conditional use permit in shoreland is based on Sec. 13-520, Table 13-2. This is inconsistent with the DNR's model shoreland ordinance and in conflict with another section of

Faribault City Code, which neither states this use requiring a CUP, but the city must apply to the stricter requirement. The distinction is a single-family home is permitted when associated with a farm, which does not apply to this proposal.

Discussion:

The proposed preliminary/final plats and conditional use permit are consistent with the planning and zoning aspects of the City of Faribault's Unified Development Ordinance, with conditions of approval. However, the variances proposed by the applicant are not consistent with city code. The following provides an overview of the key planning and zoning-related items associated with:

Preliminary Plat

1. Existing and Surrounding Conditions. The subject property at 1150 Quartz Lane, is vacant, it totals approximately 10 acres. The site is wooded and is on a river bluff sloping down to the Cannon River. To the north is Stoneridge Addition, with twin home lots along the north property line. To the east are older residential uses on large parcels. To the west is a 4-acre unplatted parcel with a single-family home, and to the south is Cannon River, and south of that are industrial uses including an auto salvage yard.
2. Relationship to the Journey to 2040 Comprehensive Plan. The Journey to 2040 Comprehensive Plan guides the subject property for residential. The proposed preliminary and final plat is consistent with the City's land use plan for this property.
3. Relationship to the Official Zoning Map. Faribault's Official Zoning Map identifies the subject property as R-2, Low Density Residential zoning district. The proposed preliminary plat is consistent with the uses.
4. Existing Trees. The subject property is forested and has trees over most of the 10 acre site. Tree removal is limited to construction area, but the applicant can remove limited numbers of trees on the bluff and within shoreland to establish views of the river.
5. Wetlands and Shoreland. There are no known wetlands affecting the development area. The site is within the shoreland district and is on a river bluff with steep slopes.
6. Street and Site Layout.

Amber Court

The site is southeast of and partially adjacent to Amber Court. Amber Court is an unimproved local roadway as identified in the City's 2015 functional classification system map and was platted as part of the Stoneridge Addition. Amber Court is to be constructed as a 32-foot wide, undivided urban roadway within a 66-foot right-of-way. The Riverview Ridge Plat proposes a half-street extension of Amber Court to provide the necessary frontage on a public street for Lot 1, Block 1 of the proposed plat.residential lot. No public street improvements are planned as part of the subdivision, the right-of-way will remain unimproved until adjoining property is developed further and no access to Amber Court is proposed at this time. No future subdivisions or buildable lots shall be considered for either the subject parcel or the adjacent parcel to the west until such time as Amber Court is fully constructed. Quartz Circle

7. The site is southwest of and partially adjacent to Quartz Circle. Quartz Circle is an local roadway as identified in the City's 2015 functional classification system map and was platted and constructed as part of the Stoneridge Addition. Quartz Circle is constructed as a 35-foot radius cul-de-sac, urban roadway within a 45-foot right-of-way. The existing driveway service the proposed plat and the parcel adjacent to the west access from Quartz Circle. No public improvements are proposed for Quartz Circle. Grading, Drainage and Erosion Control.

There are no proposed storm sewer improvements proposed as part of the preliminary and final plat submittal plans. Future storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans at the time Amber Court is constructed. Final storm sewer locations and construction are subject to City of Faribault standards in place at the time of construction and must be approved by the City Engineer with final construction plans.

The development is located within the Cannon River (M-048) drainage district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the south directly to the Cannon River. Future runoff to Amber Court will be directed to a stormwater

management basin constructed as part of the Stoneridge Addition. This basin outlets to the east via a storm sewer pipe and discharges to the Lyndale Avenue (TH 21) right-of-way before reaching the Cannon River. The existing storm water treatment basin was sized to accommodate both the rate control and water quality requirements of Amber Court.

The proposed plat is approximately 10 acres, however the proposed improvements do not propose to construct 1 acre or more of impervious surfaces. Any additional future development beyond what is proposed as part of the Riverview Ridge plat that increases the impervious surface by 1 acre or more (including the improvements as part of the Riverview Ridge plat) shall satisfy the requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers System permit for post construction stormwater management.

8. Utilities

Sanitary Sewer

The development is proposed to be served by public sanitary sewer facilities. Eight-inch sanitary sewer mains shall be extended within Amber Court. The sewers flow to existing facilities within 13th Street NW. The existing City-owned downstream facilities have sufficient capacity to serve the development. The Developer is responsible for all costs associated with sanitary sewer extensions.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

Watermain

The development is proposed to be served by public watermain facilities. Six-inch watermains shall be extended within Amber Court. The Developer is responsible for all costs associated with watermain extensions.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans. Final hydrant location and spacing shall be approved by the Fire Chief.

Lighting & Electric Utilities

At such time as Amber Court is improved, the Developer shall be responsible for at least half the the cost of installing street lighting as required by City Council Resolution NO. 2003-198. Developer shall submit a proposed street light layout plan to the City for review and approval. Developer shall pay the electric company for the purchase of all components of the street lighting system as approved by the City and all costs incurred by the utility company for the installation of the street light system not covered in the electric utility company rate for this service. The City and electric company shall enter into a contractual agreement for the operation and maintenance of the street lighting system.

Per Section 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground. The Developer shall be responsible for arranging and coordinating with the respective utility company utility servicing for the newly created lots with the subdivision.

9. Easements.

There is an existing driveway easement through the plat in favor of the adjacent property to the west per Doc. 495571. There is also an existing easement for buried electric per Doc. 267718. Developer shall be responsible for all easement responsibilities per recorded documents.

The Final plat shall include drainage and utility easements being a minimum of 10-ft in width when adjoining plat boundary, street lines rear lot lines and being a minimum of 5-ft in width when adjoining side lot lines unless there are public utilities with the easement area in which case the minimum total easement width shall be 20-ft or as determined by the City Engineer based on utility type and depth contained within the easement.

10. Phasing and Development Schedule. Presuming City Council approves the preliminary and final plats concurrently, the Applicant and city will enter into a development agreement that will address the details, responsibilities, and costs associated with future development of one more lot on site and extending public improvements on Amber Lane when necessary.

11. Parkland Dedication or Fees In-Lieu. This unplatted parcel did not previously pay parkland dedication fees or dedicate parkland. The

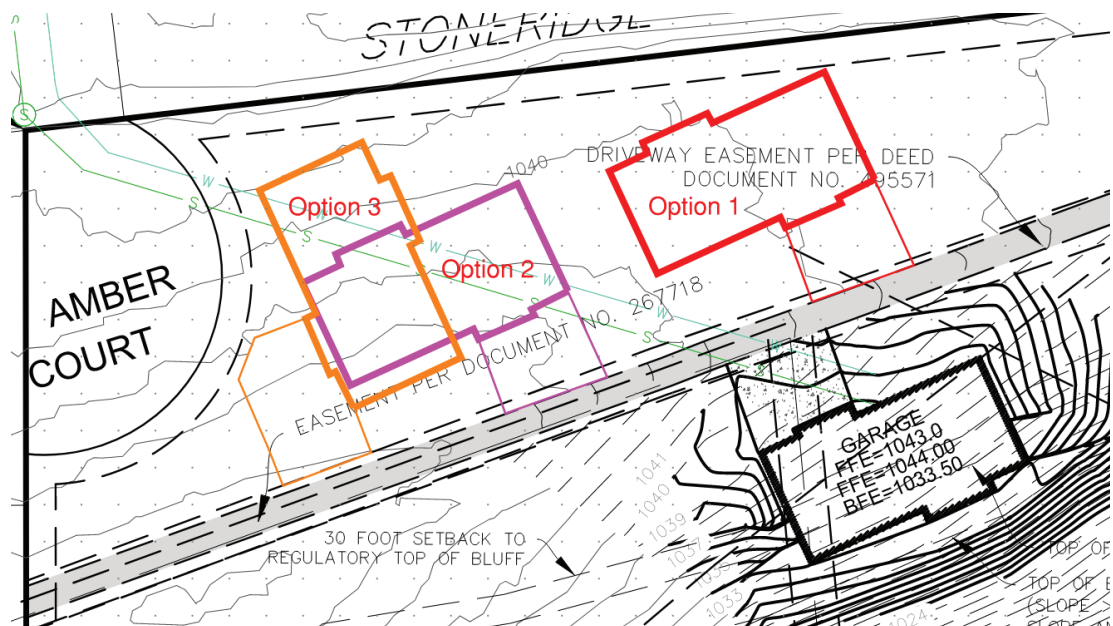
final cost for parkland dedication will be in the development agreement.

Final Plat

1. **Final Plat Requirements.** The proposed final plat is consistent with the preliminary plat. The title commitment and surveyor for the project found a set of old utility easements on the property. Prior to building permit, the applicant and their development team will need to vacate the easements if the house and easement locations overlap.

Variance

1. **Variance Summary.** The proposed variances are not in harmony with the purpose and intent of the ordinance. Structures and grading are strictly not allowed near the bluff impact zone and the proposal extends well into the impact zone and past the top of bluff. The resulting finished grades are three times the maximum allowed. The variances are not consistent with the comprehensive plan, as the plan specifically calls for protecting bluffs and natural areas in Faribault. Building well into a bluff will cause issues for the applicant and future homeowners and this is a case where the community interests and goals far outweigh the applicant's desire for a home with a view. There are other building sites available for the applicant:



Because of the other building sites available to the applicant outside of setbacks and bluff impact zones, the preferred option by the applicant is not a reasonable request and not a unique circumstance. The changes to the bluff would change the character of the area, as no other development nearby impacts the bluff in a similar way. The

preferred option by the applicant is an economic argument based on property values, but this cannot be the only method for arguing a practical difficulty. In summary, the variance does not meet the standards for a practical difficulty.

Conditional Use Permit

- 1. Conditional Use Permit Summary.** The proposed conditional use permit does meet most of the Unified Development Ordinance requirements and is compatible with the neighborhood, with the exception of not meeting shoreland requirements. City staff recommend a condition requiring the home to meet shoreland requirements, which protect the bluff and associated shoreland area along the Cannon River.

Development Review Committee Recommendation. The City's Development Review Committee (DRC) reviewed the proposed applications many times beginning in April 2024 and most recently June 18, 2024. The DRC recommended approval of the plats and CUP with conditions, but recommended denial of the variances. The applicant did revise the plats to address most of the DRC's conditions for the preliminary and final plats.

DNR Comments. On June 17, the DNR Area Hydrologist, Todd Piepho, email city staff stating that the DNR does not support the request variances. The email received is as follows:

The [Minnesota] Department [of Natural Resources] would support your recommendations of keeping the dwelling out of the shoreland and also away from the top of bluff, meeting setbacks. It appears there are alternatives that can accomplish this task and limit the potential for future problems. As with all other recommendations, if alternatives exist onsite that allow for building without variances being issued that is the route that should be taken. We have seen many instances where bluff variances were issued and severe erosion took place that damaged the integrity of the structure and in some cases required the structure be removed or re-built.

The DNR sent examples of other structures built on bluffs across Minnesota that experienced significant damage or complete destruction due to bluff erosion. Those examples are included in the attachments.

Public Comment. The City Planner received no public comment prior to publishing this report. Notification for this item was published in the paper on June 20, 2024 and letters sent to property owners within 350-feet on June 19, 2024.

Recommendation:

The DRC, City Engineer, and City Planner recommend approval of Riverview Ridge Addition plats and the CUP to City Council based on the findings and conditions in the attached draft resolutions. The DRC and City Planner recommend denial of the requested shoreland variances to City Council.

Attachments:

- Preliminary Plat
- Preliminary Plat Grading Plan
- Final Plat
- Applicant Variance Request Narrative
- DNR Comments and Photos

PRELIMINARY PLAT - GRADING PLAN

RIVERVIEW RIDGE ADDITION

PART OF THE E1/2 OF THE SW1/4 SECTION 25-T110N-R21W

CITY OF FARIBAULT, RICE COUNTY, MINNESOTA



- LEGEND**
- Water Main
 - Sanitary Sewer
 - Water Main Valve
 - Manhole
 - Proposed Elevation Contour Line
 - Measured on the ground Elevation Contour Line
 - Design Elevation Contour Line

PRELIMINARY PLAT

PART OF THE E1/2 OF THE SW1/4 SECTION 25-T110N-R21W
CITY OF FARIBAULT, RICE COUNTY, MINNESOTA
FOR: DON KLEBERGER

Drawn By	JAS	Job No.	122
Checked By	JAS	Station	2713102060
Designed By	JAS	Scale	1" = 80'
Reviewed By	JAS	Sheet	1 of 1
Prepared By	JAS	Block	1
Revised	JAS	Page	1

JONES HAUGH SMITH
Engineers & Surveyors
515 South Washington Ave
Faribault, MN 56003
507-281-4478
415 West Main Street
Faribault, MN 56003
507-281-4488

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We are writing to request a variance to the steep slope requirement on our property located at 1150 quartz circle in order to build our single family forever home. We purchased this property in the summer of 2020 and have been thoughtfully planning the building process for nearly 2 years. This has not been an easy process since we were essentially placed us in the shoes of a developer for this unplatted property. With the help of city staff we believe that the proper steps have been taken to make a new subdivision (Riverview Ridge) with the potential for future homes on our property and the property adjoining ours to the west (The Vanderveens) by planning to install properly sized sewer/water piping and dedicating a public right of way on our property for a future cul-de-sac from Amber lane.

We believe that our biggest hardship is the location of the existing driveway that serves the Vanderveens and will also serve our home. By rerouting the existing driveway further north to meet the requirement it would create negative consequences for the following reasons.

First- The environmental impact would be significant, there are many large mature trees that would need to be removed plus countless smaller trees, shrubs, wild blackberries and undergrowth that would be destroyed.

Next- Our home would be pushed further north and much closer to the homes on the south side of Crystal Lane. Instead of seeing the woods that has been there since before those homes were built, they would now see our home and we would also see theirs. Rerouting would take away the privacy and feeling of seclusion that the trees provide. We were drawn to this property and purchased it because of its beautiful views and the feeling of privacy we are seeking for our future and forever home.

Last- The driveway is already existing, functional and the Vanderveens have been using it unchanged for over 20 years. If we need to reroute to meet this requirement we will be disrupting our neighbors and making an unnecessary inconvenience.

In summary we propose on keeping the existing driveway as is for the sake of nature, our neighbors, and us. We believe that we fulfill the hardship requirements for a variance and kindly ask the council to review and grant such variance. Thank you for time and consideration.

The Kleebergers
Don, Cheryl, Kensington & Britynn

Harry Davis

From: Piepho, Todd (DNR) <todd.piepho@state.mn.us>
Sent: Tuesday, June 18, 2024 11:56 AM
To: Harry Davis; Peter Waldock
Subject: RE: Riverview Ridge Subdivision, Shoreland CUP and Variance Applications
Attachments: DSCN1262.JPG; DSCN1263.JPG; IMG_5006.JPG; IMG_5013.JPG; Sexton Medford.pdf

Good Morning Harry,

I have attached a few photos of some recent sites where homes were built to close to the top of bluff for reference. One of these is extreme-the Le Sueur River flooded and undercut the bank and bluff and it failed taking many linear feet of bluff into the river and impacting the dwelling significantly. The other couple are not so bad, but were also built very close to the top of bluff and over the years the bank eroded and the structures started to slump slightly causing bank protection to be done to prevent any additional damage to the homes. When structures are too close to the top of bank, or bluff and failure takes place fixes are not cheap, many of these projects that have taken place cost as much or more than the homes that they are protecting and in some cases the home is removed.

Avoidance or alternatives are always a better choice, especially when it exists onsite. These are some of the extreme ones, but bank/bluff failures can take place anywhere even if the structure is a distance off the bank. We have had several bluff failures in this area on local lakes that are not this extreme, however required a lot of additional stabilization measures be installed and in some cases structures be lifted/stabilized.

Hopefully these help.

Todd Piepho

Area Hydrologist | Ecological and Water Resources

Minnesota Department of Natural Resources

50507 Sakatah Lake State Park
Waterville, Mn 56096
Cell Phone:1-507-421-1991
Email:Todd.Piepho@state.mn.us



From: Harry Davis <hdavis@ci.faribault.mn.us>
Sent: Tuesday, June 18, 2024 11:07 AM
To: Piepho, Todd (DNR) <todd.piepho@state.mn.us>; Peter Waldock <pwaldock@ci.faribault.mn.us>
Subject: RE: Riverview Ridge Subdivision, Shoreland CUP and Variance Applications

Hi Todd,

Would you be willing to share details on other projects where this occurred? We're expecting an uphill battle with Council and would appreciate examples to show that we aren't just speculating.

Harry



HARRY DAVIS, AICP

City Planner

OFFICE | 507-333-0388

EMAIL | hdavis@ci.faribault.mn.us

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021

From: Piepho, Todd (DNR) <todd.piepho@state.mn.us>

Sent: Monday, June 17, 2024 7:37 AM

To: Peter Waldock <pwaldock@ci.faribault.mn.us>

Cc: Harry Davis <hdavis@ci.faribault.mn.us>

Subject: RE: Riverview Ridge Subdivision, Shoreland CUP and Variance Applications

Good Morning Peter,

The Department would support your recommendations of keeping the dwelling out of the shoreland and also away from the top of bluff, meeting setbacks. It appears there are alternatives that can accomplish this task and limit the potential for future problems. As with all other recommendations, if alternatives exist onsite that allow for building without variances being issued that is the route that should be taken. We have seen many instances where bluff variances were issued and severe erosion took place that damaged the integrity of the structure and in some cases required the structure be removed or re-built.

Thanks for the information.

Todd Piepho

Area Hydrologist | Ecological and Water Resources

Minnesota Department of Natural Resources

50507 Sakatah Lake State Park

Waterville, Mn 56096

Cell Phone:1-507-421-1991

Email:Todd.Piepho@state.mn.us



From: Peter Waldock <pwaldock@ci.faribault.mn.us>

Sent: Friday, June 14, 2024 10:44 AM

To: Piepho, Todd (DNR) <todd.piepho@state.mn.us>

Cc: Harry Davis <hdavis@ci.faribault.mn.us>

Subject: Riverview Ridge Subdivision, Shoreland CUP and Variance Applications

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Todd,

It doesn't look like I sent the new application for Riverview Ridge to you last week when we received it. The applicants are now seek variances from the bluff setback requirements and a CUP for the development of a non-farm related single family dwelling. Our ordinance requires a CUP although the state model shoreland ordinance does not.

We are recommending against the variances in this case. The property owner has plenty of space to build the home outside of the shoreland area and buildable areas that don't require variances on this 10-acre site.

Please review and comment on these applications.

Thanks, Peter



PETER WALDOCK, AICP

Planning & Zoning Coordinator

OFFICE | 507-333-0374

EMAIL | pwaldock@ci.faribault.mn.us

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021











Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-139 Approve the Preliminary and Final Plats for Riverview Ridge Addition

Background:

The Planning Commission unanimously recommended approval of the Applicant's preliminary and final plats based on the findings and conditions included in Resolution 2024-139.

Recommendation:

Approve Resolution 2024-139.

Attachments:

1. Resolution 2024-139 Approve the Preliminary and Final Plats for Riverview Ridge Addition

CITY OF FARIBAULT

RESOLUTION #2024-139

APPROVE THE PRELIMINARY AND FINAL PLATS FOR RIVERVIEW RIDGE ADDITION

WHEREAS, Donald and Cheryl Kleeberger (the "Applicant" and the "Owner") requests preliminary and final plat approval for a residential property at 1150 Quartz Circle, legally described in Exhibit A; and

WHEREAS, City Staff completed a review of said applications and made a report to the Planning Commission, a copy of which City Staff presented to the City Council; and

WHEREAS, the Planning Commission, on July 1, 2024, following proper notice, held a public hearing regarding the applications, and following said public hearing, made findings and recommended approval of the applications; and

WHEREAS, the City Council, on July 9, 2024, at a public meeting considered the application; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approval of the preliminary plat for Stoneridge Fourth Addition as depicted on Exhibit B, subject to the attached conditions of approval, is appropriate with the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

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

Finding: The proposed preliminary plat is consistent with UDO

requirements within the R-2, Low Density Residential zoning district and subdivision platting requirements.

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

Finding: The City's Land Use Plan guides the subject property for residential. The proposed residential use is consistent with this plan.

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

Finding: The preliminary plat provides for reasonable use of land intended for residential development based on sound planning and engineering principles.

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

Finding: The preliminary plat lot is consistent with the provisions of the City's Unified Development Ordinance.

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

Finding: The proposed preliminary plat does adequately address submission requirements as outlined in the City's Unified Development Ordinance.

WHEREAS, the City Council further finds that approval of the final plat of Stoneridge Fourth Addition as depicted on Exhibit C, subject to certain conditions of approval, is appropriate with the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

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

Finding: The Owner concurrently applied for the final plat

approval with the preliminary plat. The final plat conforms to the preliminary plat as required.

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

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

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

Finding: The proposed final plat adequately addresses the submission requirements outlined in the City's Unified Development Ordinance.

WHEREAS, the City Council further finds that city staff's determination that the subdivision is not premature is appropriate with the following findings as required by Section 15-240 of the City's Unified Development Ordinance:

1. **Criteria: *Lack of adequate drainage.* A condition of inadequate drainage shall be deemed to exist if surface or subsurface water retention and runoff is such that it constitutes a danger to the structural security of the proposed structures, the proposed subdivision will cause damage from erosion and siltation on downhill or downstream land, or the proposed site grading and development will cause harmful and irreparable damage from erosion and siltation on downstream land.**

Finding: Shoreland requirements for development within shoreland areas and along bluffs apply to the property and negates concerns over erosion. Adequate erosion and sediment control practices shall be implemented to the greatest extent possible to protect the shoreland and bluff.

2. **Criteria: *Lack of adequate roads or highways to serve the subdivision.* A proposed subdivision shall be deemed to lack adequate roads or highways to serve the subdivision when roads which serve the proposed subdivision are of such a width, grade, stability, vertical and horizontal alignment, site distance and surface**

condition that an increase in traffic volume generated by the proposed subdivision would create a hazard to public safety and general welfare, or seriously aggravate an already hazardous condition.

Finding: The applicant proposes dedicating half a cul-de-sac ROW to provide the required lot frontage and half of a future street extension of Amber Court, should the adjoining property to the west develop in the future. No future subdivision of land adjacent to Amber Court shall be permitted unless the full right-of-way for Amber Court is dedicated and the street is improved to public improvement standards.

- 3. Criteria: *Lack of municipal sanitary sewer and water availability.* A proposed subdivision shall be deemed premature if the extension of municipal sanitary sewer or water facilities is not feasible or is not proposed as part of subdivision improvements or if existing facilities are inadequate to support the subdivision if developed to its maximum permissible density.**

Finding: There is existing public utilities including sanitary sewer and water available adjacent to the proposed plat. Developer is responsible for extending public utilities as needed to serve the proposed plat. All public utility extensions shall be per City standards and subject to the review and approval of the City Engineer.

- 4. Criteria: *Inconsistency with Land Use Plan.* The proposed subdivision is inconsistent with the purposes, objectives and recommendations of the duly adopted Land Use Plan of the city, as may be amended.**

Finding: The City's Land Use Plan guides the subject property for residential. The proposed residential use is consistent with this plan.

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

Section 1. Preliminary and final plat approval. The City Council approves the preliminary and final plat of Riverview Ridge Addition included in Exhibit B and Exhibit C, respectively, subject to the following conditions:

1. The Owner will make the following final changes to the preliminary plat:
 - a. Show current zoning of the property on the plat.
 - b. Update dates of creation and revision for plat.
 - c. Submittal of covenants (if any).
 - d. Mirror proposed and existing easements from final plat on preliminary plat and provide callouts for easement types and dimensions.
 - e. Removed proposed development from preliminary plat. The development team has the option of, and staff encourages, submitting a separate grading plan document to supplement the preliminary plat showing proposed contours, house, utilities, driveway, and other development-level elements
2. The Owner will make the following changes to the final plat:
 - a. Update dates of creation and revision for plat.
 - b. Revision of dedication statement to be consistent with Unified Development Ordinance language, or consistency with previously approved language in final plats as guided by the City Attorney.
3. The Owner shall vacate easements shown on the plat that conflict with development placement prior to a building permit.
4. The Owner and City must enter into a Development Agreement that specifies the provisions of the development related to the plat. The Development Agreement includes the following provisions, which the City may refine, modify, or supplement, to meet the intent of this resolution.
 - A. The Owner must provide a payment of \$1,000.00 to the City in lieu of parkland dedication before or at the time the plat is delivered to the City for signatures.
 - B. The Owner must address all plat related comments from City Staff or the City's Consultants.
5. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees and taxes.
6. The plat must be recorded with the Rice County Recorder within 12 months following City Council approval or it shall be automatically deemed null and void, unless the City Council extends the deadline to record the plat.

Section 2. Findings. The recitals in this Resolution are integral to this Resolutions and, where applicable, constitute the findings of the City Council.

Section 3. Authorization to take additional steps. The City Council

authorizes and directs City Staff and City Consultants to take all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

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

Section 5. Effective date. This Resolution is effective immediately upon its passage and without publication.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

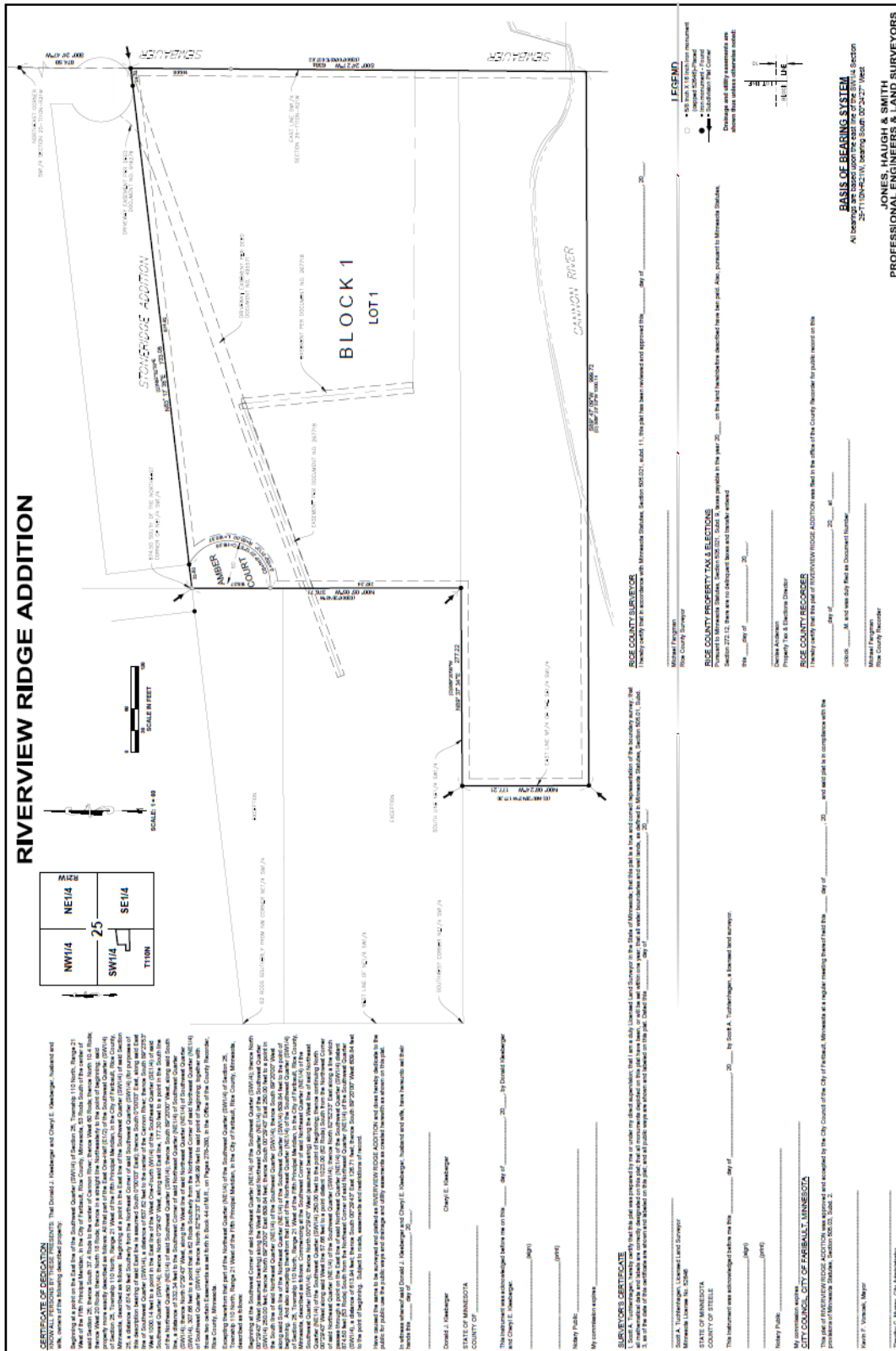
Exhibit A Legal Description

Beginning at a point on the East line of the Southwest Quarter (SW1/4) of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, 53 Rods South of the center of said Section 25; thence South 37.4 Rods to the center of Cannon River; thence West 60 Rods; thence North 10.4 Rods; thence West 20 Rods; thence North 18 Rods; thence in a straight line Northeasterly to the point of beginning; said property more exactly described as follows: All that part of the East One-Half (E1/2) of the Southwest Quarter (SW1/4) of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the East line of the Southwest Quarter (SW1/4) of said Section 25, a distance of 874.50 feet Southerly from the Northeast Corner of said Southwest Quarter (SW1/4) (for purposes of this description bearing of said East line is assumed South 0°00'03" East); thence South 0°00'03" East, along said East line of Southwest Quarter (SW1/4), a distance of 637.62 feet to the center of the Cannon River; thence South 89°23'53" West 1000.14 feet to a point in the East line of the West One-Fourth (W1/4) of the Southeast Quarter (SE1/4) of said Southwest Quarter (SW1/4); thence North 0°29'43" West, along said East line, 177.30 feet to a point in the South line of the Northeast Quarter (NE1/4) of said Southwest Quarter (SW1/4); thence South 89°20'00" West, along said South line, a distance of 332.34 feet to the Southwest Corner of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4); thence North 0°29'43" West, along the West line of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4), 307.66 feet to a point that is 62 Rods Southerly from the Northwest Corner of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4); thence North 82°52'33" East, 1346.99 feet to said point of beginning; together with those two certain Easements as set forth in Book 44 of M.R., on Pages 278-280, in the Office of the County Recorder, Rice County, Minnesota.

Excepting therefrom that part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 25, 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 Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence North 00°29'43" West (assumed bearing) along the West line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) 250.00 feet; thence North 89°20'00" East 609.84 feet; thence South 00°29'43" East 250.00 feet to a point in the South line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence South 89°20'00" West along said South line of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) 609.84 feet to the point of beginning. And also excepting therefrom that part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 25, 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 Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence North 00°29'43" West (assumed bearing) along the West line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) 250.00 feet to the point of beginning; thence continuing North 00°29'43" West along said West line 57.66 feet to a point distant 1023.00 (62 Rods) South from the Northwest Corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence North 82°52'33" East along a line which passes through a point on the East line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) distant 874.50 feet (53 Rods) South from the Northeast Corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), a distance of 613.94 feet; thence South 00°29'43" East 126.71 feet; thence South 89°20'00" West 609.84 feet to the point of beginning. Subject to roads, easements and restrictions of record.

Exhibit C Depiction of the Final Plat





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-140 Deny a Variance for Construction and Grading near Top of Bluff at 1150 Quartz Circle

Background:

The Planning Commission unanimously recommended that the City Council deny the Applicant's variance request as outlined in the attached Resolution 2024-140. In the event the Council is inclined to consider approval of the requested variances, the Council should provide direction to City Staff and continue the meeting to an upcoming Council meeting.

Recommendation:

Approve Resolution 2024-140.

Attachments:

1. Resolution 2024-140 Deny a Variance for Construction and Grading near Top of Bluff at 1150 Quartz Circle

CITY OF FARIBAULT

RESOLUTION #2024-140

DENY VARIANCE FOR CONSTRUCTION AND GRADING NEAR TOP OF BLUFF AT 1150 QUARTZ CIRCLE

WHEREAS, Don and Cheryl Kleeberger (the "Applicant") requests variances from setback and grading requirements found in the Shoreland Overlay District, for property legally described in Exhibit A; and

WHEREAS, the Applicant requests placing a new single-family home with a deck past the top of the bluff line, resulting in a setback of zero (0) feet from the top of the bluff where a thirty (30) foot setback for structures is required under Appendix B UDO, Chapter 13, Article 6, Sec 13-660(E), as depicted in Exhibit B; and

WHEREAS, the Applicant requests placing a new single-family home with a deck where grading and filling extend past the top of the bluff line, resulting in a setback of zero (0) feet where the bluff impact zone requires twenty (20) feet under Appendix B UDO, Chapter 13, Article 6, Sec 13-680(C)(9), as depicted in Exhibit C; and

WHEREAS, the Applicant requests placing a new single-family home with a deck where grading and filling is required on steep slopes, resulting in a finished slope of forty-seven (47) percent where a finished slope of fifteen (15) percent is the maximum allowed under Appendix B UDO, Chapter 13, Article 6, Sec 13-680(C)(8), as depicted in Exhibit C; and

WHEREAS, City Staff notified the DNR of the variance on June 14 and the DNR Area Hydrologist, Todd Piepho, responded on June 17 that the DNR does not support the proposed variance. The following is an excerpt

from their email:

The [Minnesota] Department [of Natural Resources] would support your recommendations of keeping the dwelling out of the shoreland and also away from the top of bluff, meeting setbacks. It appears there are alternatives that can accomplish this task and limit the potential for future problems. As with all other recommendations, if alternatives exist onsite that allow for building without variances being issued that is the route that should be taken. We have seen many instances where bluff variances were issued and severe erosion took place that damaged the integrity of the structure and in some cases required the structure be removed or re-built; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on July 1, 2024, following proper notice, held a public hearing regarding the requests, and following said public hearing made findings and recommended that the City Council deny the requested variances; and

WHEREAS, following said public hearing, the Planning Commission recommended denial of the requested variances based on the following findings as required by Section 2-460 of the City's Unified Development Ordinance:

1. The variance is in harmony with the general purposes and intent of the City's ordinances.

Finding: The variances requested by the applicant are not in harmony with the general purposes and intent of the City's ordinances. The applicant's proposed house is well within the setback (approximately twenty-three [23] feet into the required thirty [30] foot setback) required for all structures along a bluff within the Shoreland Overlay District and the associated deck and grading extend into and approximately three (3) feet (deck) and nearly twenty (20) feet (grading) past the top of the bluff line. The setbacks and restrictions on grading within and around the bluff are Shoreland Overlay District requirements to protect natural habitat, water quality,

and preserve property values. Specifically, placing buildings too close to bluffs can impact the environmental character of areas within shoreland, but more importantly buildings too close to or constructed on bluffs have a significantly higher chance of erosion and structural failure resulting in buildings sagging or sliding down the bluff. Not only is part of the structure well past the top of bluff, but grading associated with placing the structure there is also well past the bluff and with a finished slope at 47%, or three times the allowed slope within code.

2. The variance is consistent with the Comprehensive Plan.

Finding: The property is correctly guided for residential land use per the Comprehensive Plan and the proposed use of the land is for a single-family home. However, the Comprehensive Plan has several guiding principles that encourage development protecting natural features:

- *Identify, protect, enhance, and celebrate our iconic and historic sites and architecture as well as our significant natural areas, which define our sense of place.*

Faribault is known for its beautiful natural areas, including its rivers, bluffs, parks, and nearby lakes. The Comprehensive Plan and Shoreland Overlay District code seek to protect and celebrate the special aspects of the community that define our unique sense of place. Construction and alteration of the bluff is not conducive to protecting and enhancing Faribault's natural areas and will negatively impact Faribault's sense of place.

- *Ensure that the planning we do, or fail to do, does not place undue burdens on future generations.*

The Comprehensive Plan asks the city, in all decisions, to weigh the short-term costs and benefits that affect the current generation with the long-term costs and benefits that will affect future generations. In this case, construction on the bluff and not meeting setbacks

carries significant risk to both the proposed home of the applicant and any future occupants of said home. The DNR provided staff with examples of other homes constructed on bluffs and along rivers where erosion significantly damaged the structure.

- *Balance individual property rights with community interests and goals.*

The Comprehensive Plan asks city officials and residents to find a proper balance that allows property owners to use their property in a productive manner that meets their needs and desires while also ensuring that the use of the property is consistent with community interests and goals. In this case, the Shoreland Overlay District is a state-wide, DNR requirement that protects waterways and adjacent natural features from degradation and impairment. Construction on a bluff carries significant risk for the property owner and does not follow the letter or intent of the ordinance.

3. The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.

Finding: The applicant did not provide other options for placing a building on-site. Without the applicant showing exploration into other building site options, city staff cannot determine if the applicant proposes reasonably using the property. Additionally, the City Planner used the applicant's plats to identify other locations on the property that appear as feasible building sites, which lead city staff to believe that there are other options that don't require a variance. An applicant's preferred option for development is not enough basis for granting a variance.

4. Unique circumstances apply to the property, which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the

property has not had control. The unique circumstances do not result from the actions of the applicant.

Finding: The City Planner fully acknowledges the amount of topography change, bluffs, trees, and other complicated aspects of the property which do limit feasible building locations. The applicant claims that there are significant trees on the property that they wish to retain and enjoy that inhabit other potential building sites. However, Faribault does not make it a requirement to preserve trees on the subject property unless they are on steep slopes. There is land unencumbered by these elements outside of the bluff setback to the north and along the proposed half cul-de-sac. The property owner in this case does have control over the circumstances and the request is based on a preference for the proposed location rather than necessity. The circumstances stated by the applicant are created by the applicant themselves, which is not grounds for a variance.

5. The variance does not alter the essential character of the neighborhood.

Finding: While a single-family home is certainly not out of character with the area, construction and grading extending as far into the bluff as the proposed would be out of character compared to nearby properties. The subject property did have a barn constructed into the side of the bluff, but the barn is gone and previous noncompliance of a property is not solid basis on its own to grant a variance.

6. The variance requested is the minimum variance, which would alleviate the practical difficulties.

Finding: Previous findings established that there are other feasible building sites located on the subject property, so the request to place a structure and significantly grade land into the top of bluff is not a minimum necessary variance needed to alleviate the practical difficulties caused by the applicant.

7. Economic conditions alone do not constitute practical difficulties.

Finding: The applicant makes a case that the proposed building site is their preferred location to take advantage of the property's scenic views and higher topography along the river. The placement of the house closer to the bluff potentially increases the property value, but at the detriment of the bluff and the property's main natural feature. The value of placing the building close to the bluffs cannot be used on its own to claim a practical difficulty.

WHEREAS, the City Council, at a public meeting, on July 9, 2024, considered the request, the report to the Planning Commission, and the results of the public hearing, and concurred with all findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

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

Section 1: Denial of the Requested Variances. The City Council hereby denies the requested variances from Chapter 13, Article 6, Sections 13-660(E), 13-680(C)(8), and 13-680(C)(9), of the City's Unified Development Ordinance. Said denial is based on the foregoing recitals, which are incorporated herein by reference, and which constitute the findings of the City Council, all of which are to protect the public's health, safety, and welfare.

Section 2. Compliance. The City Council authorizes the Mayor, City Administrator, City Planner, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 3. Effective Date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A

Property Legal Description

Beginning at a point on the East line of the Southwest Quarter (SW1/4) of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, 53 Rods South of the center of said Section 25; thence South 37.4 Rods to the center of Cannon River; thence West 60 Rods; thence North 10.4 Rods; thence West 20 Rods; thence North 18 Rods; thence in a straight line Northeasterly to the point of beginning; said property more exactly described as follows: All that part of the East One-Half (E1/2) of the Southwest Quarter (SW1/4) of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the East line of the Southwest Quarter (SW1/4) of said Section 25, a distance of 874.50 feet Southerly from the Northeast Corner of said Southwest Quarter (SW1/4) (for purposes of this description bearing of said East line is assumed South 0°00'03" East); thence South 0°00'03" East, along said East line of Southwest Quarter (SW1/4), a distance of 637.62 feet to the center of the Cannon River; thence South 89°23'53" West 1000.14 feet to a point in the East line of the West One-Fourth (W1/4) of the Southeast Quarter (SE1/4) of said Southwest Quarter (SW1/4); thence North 0°29'43" West, along said East line, 177.30 feet to a point in the South line of the Northeast Quarter (NE1/4) of said Southwest Quarter (SW1/4); thence South 89°20'00" West, along said South line, a distance of 332.34 feet to the Southwest Corner of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4); thence North 0°29'43" West, along the West line of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4), 307.66 feet to a point that is 62 Rods Southerly from the Northwest Corner of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4); thence North 82°52'33" East, 1346.99 feet to said point of beginning; together with those two certain Easements as set forth in Book 44 of M.R., on Pages 278-280, in the Office of the County Recorder, Rice County, Minnesota.

Excepting therefrom that part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 25, 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 Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence North 00°29'43" West (assumed bearing) along the West line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) 250.00 feet; thence North 89°20'00" East 609.84 feet; thence South 00°29'43" East 250.00 feet to a point in the South line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence South 89°20'00" West along said South line of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) 609.84 feet to the point of beginning. And also excepting therefrom that part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 25, 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 Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence North 00°29'43" West (assumed bearing) along the West line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) 250.00 feet to the point of beginning; thence continuing North 00°29'43" West along said West line 57.66 feet to a point distant 1023.00 (62 Rods) South from the Northwest Corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); thence North 82°52'33" East along a line which passes through a point on the East line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) distant 874.50 feet (53 Rods) South from the Northeast Corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), a distance of 613.94 feet; thence South 00°29'43" East 126.71 feet; thence South 89°20'00" West 609.84 feet to the point of beginning. Subject to roads, easements and restrictions of record.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 9, 2024
SUBJECT: Resolution 2024-141 Approve a Conditional Use Permit for a Single Family Home in Shoreland at 1150 Quartz Circle

Background:

The Planning Commission unanimously recommended approval of the Applicant's conditional use permit request based on the findings and conditions in the attached Resolution 2024-141.

Recommendation:

Approve Resolution 2024-141.

Attachments:

1. Resolution 2024-141 Approve a Conditional Use Permit for a Single Family Home in Shoreland at 1150 Quartz Circle

CITY OF FARIBAULT

RESOLUTION #2024-141

APPROVE A CONDITIONAL USE PERMIT FOR A SINGLE-FAMILY HOME IN SHORELAND AT 1150 QUARTZ CIRCLE

WHEREAS, Don and Cheryl Kleeberger (the “Applicant” and “Owner”) requests a conditional use permit for a single-family home within the Shoreland Overlay District, on a property legally described in Exhibit A; and

WHEREAS, Appendix B UDO, Chapter 13, Article 5, Sec. 13-520, Table 13-2 states that single-family dwellings not associated with a farm are a conditional use in the Shoreland Overlay District; and

WHEREAS, City Staff completed a review of the application and prepared a report to the Planning Commission about said request, attached as Exhibit B; and

WHEREAS, the Planning Commission, on July 1, 2024, received the City Staff report, and following proper notice, held a public hearing to consider the Applicant’s request; and

WHEREAS, following the public hearing, the Planning Commission recommends City Council approve the Applicant’s conditional use permit request based on the findings required in Section 2-300 of the Unified Development Ordinance as follows:

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

Finding: The proposed single-family home will not be detrimental to or endanger the public. One single-family home

is very compatible with the surrounding residential uses on the northern side of the river.

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 single-family home will not negatively impact other properties in the vicinity. One single-family home is very compatible with the surrounding residential uses on the northern side of the river. The associated Riverview Ridge Addition plat will allow for further expansion or redevelopment on the subject and adjoining properties, should the demand for additional homes rise.

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 structure will be single-family and compatible with the surrounding residential uses in character and appearance.

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

Finding: The proposed single-family use does not generate hazards or disturbing activities that will negatively affect other properties.

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

Finding: The proposed single-family home is unlikely to diminish nearby property values. City Staff anticipates investment in buildings in this area may positively impact nearby property values.

- 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, street access, and all other applicable municipal services will serve the subject property at the time of construction in association with the Riverview Ridge Addition plat. The application will not generate a notable increase in public service demand.

- 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 single-family home will not create excessive demand for public facilities or services compared to existing uses in the surrounding area. This use similar to other uses in the area, and the addition of one home does not unbalance the needs for facilities and services.

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

Finding: The proposed single-family home will not create traffic congestion, and the property will have adequate access to 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 use itself is not detrimental to natural, scenic, or historic features of the community or neighborhood. However, placement of the home on the bluff and within the bluff setback, resulting in significant grading and construction that may erode the bluff, goes against requirements in the Shoreland Overlay

District to protect and preserve bluffs along waterways. Additionally, the Comprehensive Plan challenges city officials and residents to preserve bluffs, which are a significant natural feature for Faribault and contribute greatly to the city's sense of place. The City Planner recommends conditions in this resolution to place the structure outside the bluff and associated setbacks.

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

Finding: The proposed property for the single-family home is guided by the City's Comprehensive Plan for residential uses. With the addition of the aforementioned condition from the finding above, placement of the home outside of the bluff and associated setbacks will bring the request into full compliance with the Comprehensive Plan.

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

Finding: The application conforms to the Unified Development Ordinance requirements, and specific placement of the use on the subject property is handled through conditions placed on this conditional use permit and in an associated variance request.

WHEREAS, the Planning Commission also recommends City Council approve the Applicant's conditional use permit request based on the findings required in Section 13-710(E) of the Unified Development Ordinance for all conditional uses in shoreland areas as follows:

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

Finding: The proposed location of the home does endanger the bluff and a condition of approval requires placement outside of the top of bluff setback. City staff will inspect the site before and after construction to ensure no issues with the bluff.

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

Finding: the proposed location of the home might be visible from public waters at the base of the bluff, but a condition of approval for placing the home outside of the bluff setback will limit the structure's visibility from the river.

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

Finding: The property will be platted and the new home served by municipal water and sewer.

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 watercrafts.

Finding: The proposed use does not include access to Cannon River. Any future stairs and landing to connect the home to the river will require a CUP amendment and further review.

WHEREAS, the City Council, during a public meeting on July 9, 2024, considered the Applicant's 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 as noted above, the City Council concurs with the 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 approves the Applicant's conditional use permit request for a

single-family home not associated with a farm at 1150 Quartz Circle, subject to the conditions presented in the Sections below.

Section 2: Conditions of Approval. The conditional use permit shall be approved subject to conditions listed herein as authorized under Section 2-310 of the Unified Development Ordinance, which are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. Failure to approve and record the associated Riverview Ridge Addition plat will void approval of this conditional use permit.
2. The proposed development is subject to further review in a building permit, grading permit, and any other applicable development processes or permitting steps prior to construction.
3. The applicant shall follow the Shoreland Overlay District requirements, including but not limited to:
 - a. Sec 13-660 for placing any structures outside of the required bluff setbacks.
 - b. Sec 13-680(C)(8) and (9) for finished slope maximums and not placing fill or excavated material in the bluff impact zone.

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

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local

laws, rules, and ordinances and obtain other permissions and permits as may be required.

4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Applicant and Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.
6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.
7. If substantial development of construction related to this conditional use permit does not occur within one (1) year of the date of approval, then the City shall consider this conditional use permit void unless City Council grants a petition for a time extension. A request for time extension must be in writing to the City Planner at least thirty (30) days prior to the expiration of the conditional use permit and shall state facts showing a good faith effort to complete the work permitted under original approval.
8. If the use permitted by this conditional use permit is discontinued for a period of one (1) year or longer, or if the use changes to a permitted use or to any other conditional use, then this conditional use permit is deemed abandoned and the use shall be brought into conformance with the Faribault Code of Ordinance.

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 shall be effective upon passage.

Date Adopted: July 9, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A

Legal Description

Beginning at a point on the East line of the Southwest Quarter (SW1/4) of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, 53 Rods South of the center of said Section 25; thence South 37.4 Rods to the center of Cannon River; thence West 60 Rods; thence North 10.4 Rods; thence West 20 Rods; thence North 18 Rods; thence in a straight line Northeasterly to the point of beginning; said property more exactly described as follows: All that part of the East One-Half (E1/2) of the Southwest Quarter (SW1/4) of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the East line of the Southwest Quarter (SW1/4) of said Section 25, a distance of 874.50 feet Southerly from the Northeast Corner of said Southwest Quarter (SW1/4) (for purposes of this description bearing of said East line is assumed South 0°00'03" East); thence South 0°00'03" East, along said East line of Southwest Quarter (SW1/4), a distance of 637.62 feet to the center of the Cannon River; thence South 89°23'53" West 1000.14 feet to a point in the East line of the West One-Fourth (W1/4) of the Southeast Quarter (SE1/4) of said Southwest Quarter (SW1/4); thence North 0°29'43" West, along said East line, 177.30 feet to a point in the South line of the Northeast Quarter (NE1/4) of said Southwest Quarter (SW1/4); thence South 89°20'00" West, along said South line, a distance of 332.34 feet to the Southwest Corner of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4); thence North 0°29'43" West, along the West line of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4), 307.66 feet to a point that is 62 Rods Southerly from the Northwest Corner of said Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4); thence North 82°52'33" East, 1346.99 feet to said point of beginning; together with those two certain Easements as set forth in Book 44 of M.R., on Pages 278-280, in the Office of the County Recorder, Rice County, Minnesota.

Excepting therefrom that part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows:

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Exhibit B
Proposed Site Plan

