



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JULY 30, 2024

6:00 PM

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

2. Requests to be Heard

3. Consent Agenda

- A. Resolution 2024-155 Approve Rescinding CIC Plat 76 at 1620 17th St NW
- B. Resolution 2024-156 Authorize Execution of STONERIDGE FOURTH ADDITION Development Agreement
- C. Resolution 2024-157 Approve 2024 Massage Therapist License

4. Items for Discussion

- A. Resolution 2024-158 Approve Business Subsidy and Authorize Payment of Faribault EDA Loans to FaribaultMill

5. Boards and Commissions Reports, Announcements and Project Updates

6. 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.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: July 30, 2024
SUBJECT: Resolution 2024-155 Approve Rescinding CIC Plat 76 at 1620 17th St NW

Background:

In 2011, City Council approved the initial CIC Plat 76, creating commercial condominium lots at 1620 17th St NW. The City Council adopted an amendment to the plats in 2012. The applicant requests to rescind the plat under Minnesota Statute 515B.2-119, which city staff, the City Attorney, and the applicant's attorney all agree would normally not require council approval. However, the initial plat and amendment were adopted by council resolution, so the plat must be rescinded by City Council. There are no requirements of findings to make for CIC plats in City Code. City staff recommends conditions of approval as outlined in the attached resolution to address any lingering development issues.

Recommendation:

Approve Resolution 2024-155 rescinding the CIC plat at 1620 17th St NW

Attachments:

1. Resolution 2024-155 Approve Rescinding CIC Plat 76 at 1620 17th St NW

CITY OF FARIBAULT

RESOLUTION #2024-155

APPROVE RESCINDING CIC PLAT 76 AT 1620 17TH ST NW

WHEREAS, Jeff Kiecke (the "Applicant") on behalf of Faribault AF RE LLC (the "Owner") requests rescinding the Common Interest Community (CIC) Number 76 plat, legally described and depicted in Exhibit A (the "Property"); and

WHEREAS, Minnesota State Statute 515B.2-119 outlines the process for terminating a CIC plat; and

WHEREAS, City staff, City Attorney, and the Applicant agree that City of Faribault Unified Development Ordinance does not place any additional requirements on terminating a CIC plat; and

WHEREAS, City Council last approved an amendment to the plat in 2012 (Resolution 2012-041) and the initial plat in 2011 (Resolution 2011-248), which city staff identifies as a reason to require City Council approval before rescission; and

WHEREAS, City Staff reviewed the Applicant's request, depicted in Exhibit B with a draft termination agreement depicted in Exhibit C, and drafted a resolution facilitating approval; and

WHEREAS, the City Council, on July 30, 2024, at a public meeting, considered the request; and

WHEREAS, based upon said meeting and recommendation, the City Council hereby finds that approval of rescinding CIC 76 as depicted on Exhibit D, subject to the attached conditions of approval, is appropriate.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City

of Faribault as follows:

Section 1. Rescission of Common Interest Community Plat 76.

The City Council approves rescinding CIC 76 subject to the following conditions:

1. The Owner and City must enter into a Development Agreement that specifies provisions related to:
 - a. The recorded CIC 76 plat and complete any outstanding requirements not satisfied in the original Development Agreement.
 - b. The approved CUP (Resolution 2019-215) for a parking lot associated with the subject property and complete all outstanding requirements.
2. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees and taxes.
3. 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 30, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit B

Letter Rescinding CIC Plat

Faribault AF RE LLC
901 S. Mopac, Bldg. 3, Ste. 410
Austin, TX 78746

June 21, 2024

City of Faribault
Planning & Zoning Department
ATTN: Peter Waldock, AICP
208 NW 1st Ave.
Faribault, MN 55021

RE: Termination of CIC No. 76, J.R. Nickerson Condominium

Dear Peter:

Faribault AF RE LLC is the owner of the two condominiums located at 1620 17th St. NW., Units 1 and 2, Faribault (PID Nos. 18.25.1.29.001 and 18.25.1.29.002). These are the only two condominium units located in CIC No. 76, J.R. Nickerson Condominium.

The purpose of this letter is to request that the City approve the termination of this CIC. For your review, I have attached a draft of the proposed Agreement to Terminate and Certificate of Termination of Common Interest Community that was prepared by our attorney, Ryan Blumhoefer. Upon approval by the City of the CIC termination, we would proceed to execute this Agreement and record it with the Rice County Registrar of Titles Office. Mr. Blumhoefer has spoken with the Rice County Examiner of Titles, Deb Korman, about this process, and he will work with Ms. Korman to obtain the necessary Examiner approval after the City approves.

Please feel free to contact me or Mr. Blumhoefer with any questions.

Very truly yours,



Jeff Kiecke
Member of Faribault AF RE LLC

Exhibit C
Plat Termination Agreement

A727140

OFFICE OF COUNTY RECORDER/REGISTRAR

RICE COUNTY, MN

I hereby certify that this document was

filed in this office and duly recorded on

06-15-2020 at 2:04 PM

JUDY VAN ERP, RECORDER

Pages: 4 Fee Amount: \$46.00

*****electronically recorded*****

TERMINATION OF COMMON INTEREST COMMUNITY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

TERMINATION OF COMMON INTEREST COMMUNITY

THIS TERMINATION OF COMMON INTEREST COMMUNITY ("Termination") is made effective as of April 24, 2020 by Vance G. Vinar and Barbara A. Vinar, husband and wife (together, the "Declarants").

RECITALS:

A. Declarants are owners of 100% of the units in Common Interest Community No. 19, Evergreen Condominiums of Faribault, Inc., a Minnesota nonprofit corporation (the "Common Interest Community").

B. The Common Interest Community is evidenced by (i) that certain Declaration Common Interest Community No. 19 Evergreen Condominiums of Faribault, Inc. dated January 29, 1997 and recorded January 31, 1997 as Document No. 421308 in the Office of the Rice County Recorder, as amended by that certain Amendment to Declaration Common Interest Community No. 19 Evergreen Condominiums of Faribault, Inc. dated February 17, 1998 and recorded February 17, 1998 as Document No. 433240 in the Office of the Rice County Recorder, (ii) that certain Common Interest Community Site Plan recorded January 31, 1997 as Document No. 421307 in the Office of the Rice County Recorder, and (iii) those certain Bylaws of Common Interest Community No. 19 Evergreen Condominiums of Faribault, Inc. dated January 30, 1997 and recorded January 31, 1997 as Document No. 421309 in the Office of the Rice County Recorder (collectively, the "Common Interest Community Documents").

C. The Declarants desire to terminate the Common Interest Community pursuant to Minnesota Statute § 515B.2-119 and the terms and conditions set forth herein.

NOW, THEREFORE, the Declarants agree as follows:

1. **Termination.** The Common Interest Community is hereby terminated as of the date hereof and the Common Interest Community Documents are hereby released from the underlying real estate. There are no mortgagees encumbering any units in the Common Interest Community and, as such, no mortgagee consent is necessary to effectuate this Termination.
2. **Statutory Requirements.** This Termination shall be recorded on or before December 31, 2020. The termination of the Common Interest Community is effective as of the date hereof and the winding up of the Common Interest Community shall be complete on or before December 31, 2020.
3. **Counterparts.** This Termination may be executed in counterparts, both of which taken together shall constitute one and the same instrument.

[Signature Page To Follow]

When Recorded Return To: CAF/SE
First American Title Insurance Company
National Commercial Services
121 S. 8th Street, Suite 1250
Minneapolis, MN 55402
File No: NCS 936782-1

IN WITNESS WHEREOF, this Termination is made effective as of the date first written above.

DECLARANTS:

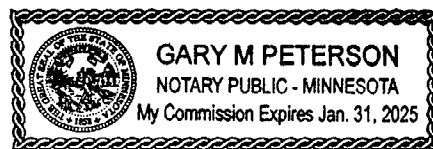
Vance G. Vinar
Vance G. Vinar

Barbara A. Vinar
Barbara A. Vinar

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 22nd day of April, 2020 by Vance G. Vinar and Barbara A. Vinar, husband and wife, the Declarants.

Gary M. Peterson
Notary Public



19107867v1

This instrument drafted by:

Winthrop & Weinstine
225 South Sixth Street
Suite 3500
Minneapolis, MN 55402



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 30, 2024
SUBJECT: Resolution 2024-156 Authorize Execution of STONERIDGE FOURTH ADDITION Development Agreement

Background:

On July 9, 2024, the City Council approved Resolution 2024-138, which approved the preliminary and final plat for STONERIDGE FOURTH ADDITION. Resolution 2024-138 requires the Developer and City to enter into a Development Agreement before recording the final plat. The attached Resolution 2024-156 authorizes the City to execute the Development Agreement, which is attached to the Resolution for reference.

Before executing the Development Agreement, the Developer must submit current title work for the Property per Minnesota Statutes Section 505.03, the Faribault City Code, and the required Development Agreement for this matter. The Developer must also abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

Recommendation:

Approve Resolution 2024-156.

Attachments:

1. Resolution 2024-156

CITY OF FARIBAULT

RESOLUTION #2024-156

AUTHORIZE EXECUTION OF STONERIDGE FOURTH ADDITION DEVELOPMENT AGREEMENT

WHEREAS, the Faribault City Council, on July 9, 2024, approved Resolution 2024-138: Approve the Preliminary and Final Plat for STONERIDGE FOURTH ADDITION; and

WHEREAS, as a condition of approval of said final plat, Resolution 2024-138 requires that the City of Faribault (the "City") and Rick Cashin Construction Inc., (the "Developer") enter into a Development Agreement; and

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

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

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

ALSO, BE IT RESOLVED, that the Developer must submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code, and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

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

Date Adopted: July 30, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

STONERIDGE FOURTH ADDITION DEVELOPER'S PLATTING AGREEMENT

THIS DEVELOPER'S PLATTING AGREEMENT (this "Agreement") dated _____, 2024, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Rick Cashin Construction, Inc., a business corporation under the laws of Minnesota (the "Developer") together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the fee owner of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), which was previously platted and is legally described in *EXHIBIT A*.
- B. The Developer must plat the Property consistent with the preliminary and final plat of STONERIDGE FOURTH ADDITION (the "Plat") approved by the City Council in Resolution 2024-138 (the "Authorizing Resolution") on July 9, 2024 (attached as *EXHIBIT B*).
- C. This Agreement incorporates the Authorizing Resolution by reference as if fully set forth herein.
- D. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion.

TERMS OF THE AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

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

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

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

- A. The City is a municipal corporation under the laws of Minnesota.
- B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

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

- A. The Developer is a Minnesota business corporation.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is unaware of

any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.

- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.

ARTICLE THREE PLATTING ONLY – NO PUBLIC IMPROVEMENTS

3.01 **Platting Only.** This Agreement allows the platting of the Property as STONERIDGE FOURTH ADDITION per the Authorizing Resolution and this Agreement.

3.02 **No Public Improvements.** There are no public improvements associated with this Agreement. An existing public street, sanitary sewer, and watermain serve the Property.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. **Platting Requirements.** The Developer must plat the Property consistent with the final Plat of STONERIDGE FOURTH ADDITION approved by the Authorizing Resolution attached as *EXHIBIT B*. The platting of STONERIDGE FOURTH ADDITION includes re-platting four twinhome lots in STONERIDGE SECOND ADDITION legally described in EXHIBIT A into three single-family residential lots. Platting requirements include, but are not limited to, the following:

- A. **General Requirements.** The Developer must satisfy, complete,

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

- B. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with \$100,000.00 coverage. If the Developer does not record the Plat in the year 2024, the Developer must adjust the policy coverage per the formula approved by the City for the year the Plat is recorded with Rice County.

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

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

of occupancy until the Developer provides the City with the following:

1. The required Title Insurance Policy;
 2. Evidence that all documents have been recorded per this Agreement; and
 3. Documentation that all conditions for the release of the Plat have been met to the satisfaction of the City Attorney.
- C. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections. The Developer is responsible for all application fees, development, and construction costs associated with such revisions.
- D. Parkland Dedication Fulfilled. A previous plat of the Property fulfilled the parkland dedication requirement for the Property. This Agreement does not require additional parkland dedication.
- E. Stormwater Operation and Maintenance. The Parties agree that the existing stormwater basin constructed on STONERIDGE SECOND ADDITION, Outlot B, can adequately accommodate the stormwater requirements associated with STONERIDGE FOURTH ADDITION. The parties also agree that the Developer did not construct the existing stormwater basin to the required specifications. The Developer must bring the existing stormwater basin constructed on STONERIDGE SECOND ADDITION, OUTLOT B, into compliance and submit an updated as-built grading plan for the basin before the City will issue a building permit for any construction in STONERIDGE FOURTH ADDITION.

- F. Disconnect and Alteration of Water and Sewer Service Lines. The Developer must physically disconnect one set of water and sewer service lines originally installed to service the four townhome lots in STONERIDGE SECOND ADDITION legally described in *EXHIBIT A*. Unless approved otherwise in writing by the City Engineer, the Developer must physically disconnect the service line from the main as required by Chapter 28, Section 28-2 of the Faribault City Code of Ordinances.

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.

- G. Restoration of Disturbed Property. The Developer must restore all disturbed property affected by the disconnect or alteration of the service lines to the satisfaction of the City Engineer.
- H. Property Monumentation. The Developer must complete the following tasks:
1. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.
 2. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in *EXHIBIT D* of this

Agreement

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

- I. Copies of the Plat. After all Plat signatures have been obtained, the Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat in a format suitable to the City Engineer.
- J. Deadline to Record Plat. The Developer must record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval of the Authorizing Resolution. The Developer's failure to record the Plat within the required deadline will automatically make the Plat null and void unless the City Council extends the deadline to record the Plat.

4.02. Access to the Property. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work deemed appropriate by the City, which may include property maintenance review and similar actions.

4.03. Payment of City Costs. The Developer must reimburse the City for its actual costs as follows:

- A. Developer's Escrow to Process the Plat and this Agreement. The Developer must reimburse the City for its actual costs regarding the following:
 1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and
 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement and related undertakings.
- B. Replenishment and Return of the Developer's Escrow. Within

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

- C. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- D. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in a manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied and the funds deposited with the City under this Agreement must not exceed the expenses incurred by the City. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first-in-priority lien on any unsold lots and on any other property the Developer may own in the state according to Minnesota Statutes, section 514.67.
- E. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement and binds the Developer, regardless of the enforceability of other provisions of this Agreement.

4.04. Building Permits, Grading Permits, and Occupancy Permits. City approval of the Plat does not include City approval of a building permit, grading permit, occupancy permit, or similar permit. The Developer or another party applying for a building permit or related permit is responsible for paying the required fees associated with such permit and other deferred fees specified in this Agreement. The City will not issue permits for construction associated with the Plat, except as

otherwise specified in this Agreement, until the following has occurred to the satisfaction of the City:

- A. The Plat and this Agreement have been executed and recorded with Rice County;
- B. The Developer has paid all required fees associated with the Plat and this Agreement;
- C. The Developer has fulfilled all requirements of this Agreement to the satisfaction of the City.

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

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

- A. Reimbursement. The Developer must promptly reimburse the City for any expense incurred by the City.
- B. License for City Action. This Agreement licenses the City to act. The City need not obtain a court order to enter the Property to perform any work on which the Developer defaults.

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

4.07. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its recitals and exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous oral or written proposals, communications, and understandings on the subject matter.
- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the City's prior written consent.
- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.
- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations, including but

not limited to subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer must cease work until there is compliance.

- F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer is grounds for denial of building permits, including building permits associated with lots sold to third parties.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.
- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- J. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

The action or inaction of the City will not constitute a waiver or

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

- K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement, or any act by the City or the Developer, to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- N. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.
- O. Other Development Agreements. This Agreement incorporates any additional development agreements affecting the Property by reference as fully set forth herein. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- P. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this

Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- Q. Additional Requirements. The Developer must satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which this Agreement incorporates as if fully set forth herein. In addition, the Developer must adequately address all items directed by the City Attorney, the City Engineer, or others with review and approval authority for the City.
- R. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as *EXHIBIT E*.

4.08. Notices and Demands. Each Party must sufficiently give, personally deliver, or deliver by registered or certified mail, postage prepaid, return receipt requested, any notice, demand, or other communication under this Agreement as follows:

A. As to the Developer: Rick Cashin Construction, Inc.
Attn: Rick Cashin
1137 Hullet Avenue
Faribault, MN 55021

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

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299

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

The remainder of this page is left intentionally blank.

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

CITY OF FARIBAULT

By: _____

Kevin F. Voracek
Mayor

By: _____

Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

By: _____

Notary Public

DEVELOPER

By: _____

Rick Cashin
President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Rick Cashin, the President of Rick Cashin Construction, Inc., a Minnesota business corporation, on behalf of the company.

Notary Public

This document drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION

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

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

EXHIBIT B
RESOLUTION #2024-138
APPROVE THE PRELIMINARY AND FINAL PLATS FOR STONERIDGE
FOURTH ADDITION (THE "AUTHORIZING RESOLUTION")

State of Minnesota
County of Rice

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

DocuSigned by:
Kevin F. Voracek
AF5449CB048D4E7
Kevin F. Voracek, Mayor

ATTEST:

DocuSigned by:
Jessica L. Kinser
60F39A7D4C3D4A9
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 B
Depiction of the Preliminary Plat

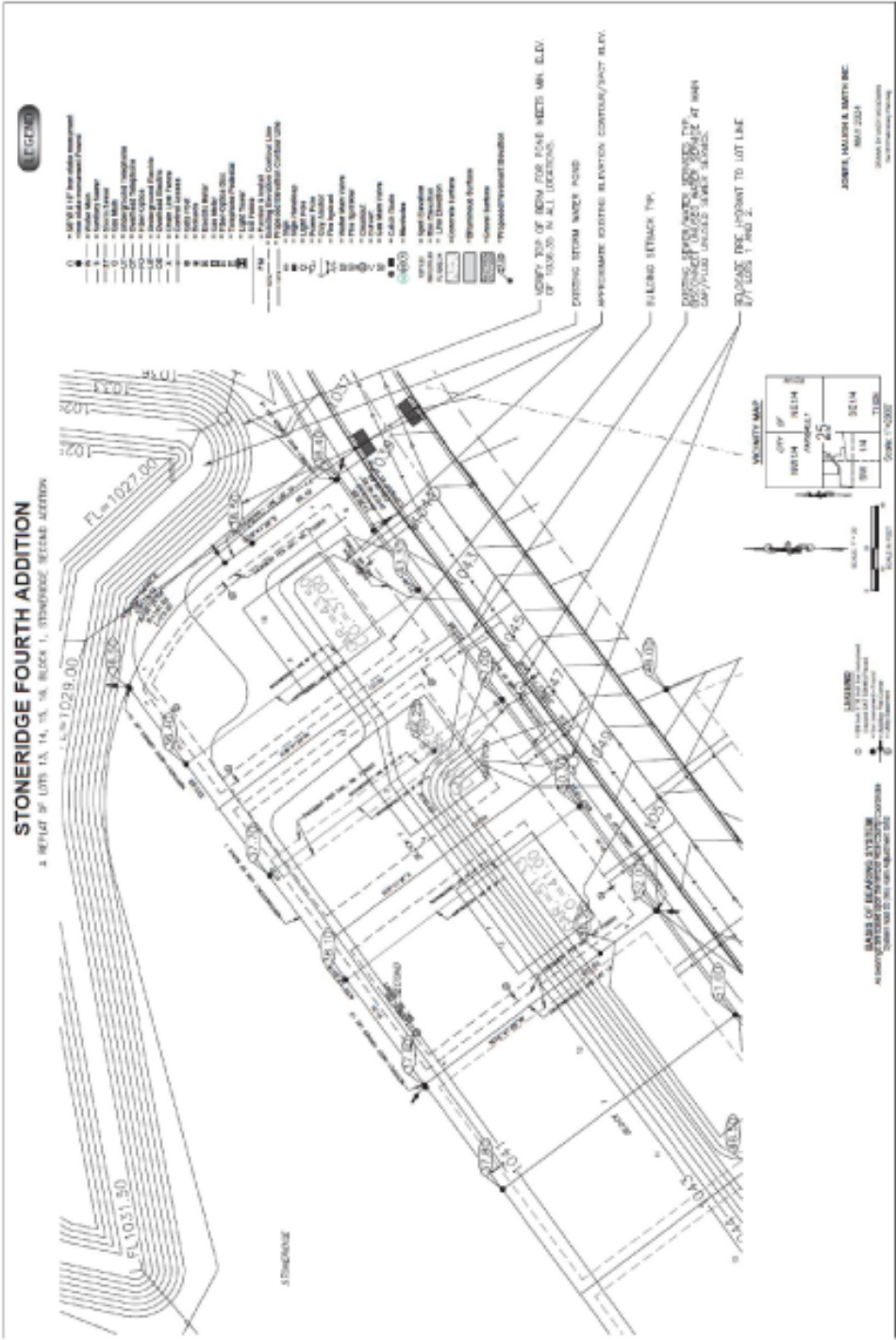


Exhibit C
Depiction of the Final Plat

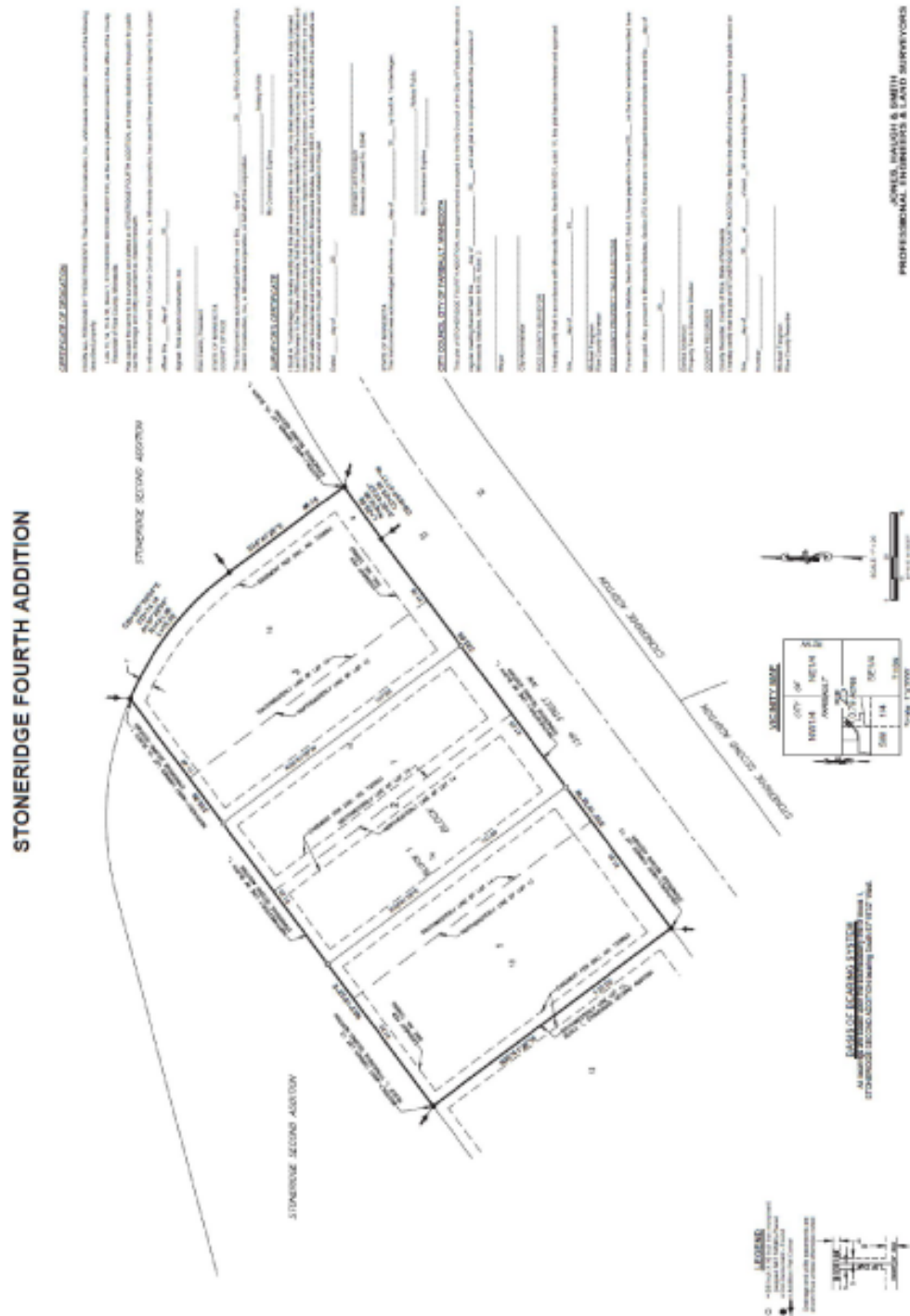


EXHIBIT C
CITY ATTORNEY'S PLAT OPINION

EXHIBIT D
CERTIFICATION OF PLAT MONUMENTATION



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

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

Signature

Date

Name

License No.

EXHIBIT E

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that _____, a Minnesota _____ (the "Developer"), has fully complied with its obligations under the Development Agreement Faribault dated _____, 20____ (the "Agreement") with the City of Faribault, which was recorded with the County Recorder of Rice County, Minnesota on _____, 20____ as Document Number _____ and the Registrar of Titles for Rice County, Minnesota on _____, 20____ as Document Number _____.

Dated: _____

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____ the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: July 30, 2024
SUBJECT: Resolution 2024-157 Approve 2024 Massage Therapist License

Background:

City Staff received an application for a Massage Therapist License from Carlos Nieves. The required background investigation has been successfully completed by the Faribault Police Department.

Recommendation:

Approve Resolution 2024-157

Attachments:

1. Resolution 2024-157 Approve 2024 Massage Therapist License

CITY OF FARIBAULT

RESOLUTION #2024-157

APPROVE 2024 MASSAGE THERAPIST LICENSE

WHEREAS, Carlos Nieves presented an application to the City of Faribault for renewal of their Massage Therapist License.

WHEREAS, the above named has paid the proper fee and provided the required documentation; and

WHEREAS, the Police Department has completed the required background investigation and has approved the license; and

NOW, THEREFORE, BE IT RESOLVED, that the above-named applicant be granted Massage Therapist license with the City of Faribault for the term of July 31, 2024 to January 31, 2025.

Date Adopted: July 30, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: July 30, 2024
SUBJECT: Resolution 2024-158 Approve Business Subsidy and Authorize Payment of Faribault EDA Loans to FaribaultMill

Background:

On July 18, 2024, the Faribault Economic Development Authority (the "EDA") held a public hearing to consider a business subsidy request from FaribaultMill. Following the public hearing the EDA approved Resolution 2024-07, which approved a \$50,000 Economic Development Investment Fund Loan between the EDA and FaribaultMill. The EDA also approved a \$250,000 revolving fund loan between the EDA and FaribaultMill. However, the business subsidy agreement requires City Council approval. In addition, because FaribaultMill requested that the EDA provide the loan funds as soon as possible, staff has agreed to request that the City Council approve the release of the funds at this special meeting of the City Council rather than waiting to release the funds through the consent agenda list of claims on August 14, 2024.

Recommendation:

Approve Resolution 2024-158.

Attachments:

1. Resolution 2024-158

CITY OF FARIBAULT

RESOLUTION #2024-158

APPROVE BUSINESS SUBSIDY AND AUTHORIZE PAYMENT OF FARIBAULT EDA LOANS TO FARIBAULTMILL

WHEREAS, at a regular meeting of the Faribault Economic Development Authority (the "EDA") on July 18, 2024, the EDA held a public hearing to consider a business subsidy request related to FaribaultMill; and

WHEREAS, following said public hearing, the EDA approved EDA Resolution 2024-07, which approved a \$50,000 Economic Development Investment Loan between the EDA and FaribaultMill; and

WHEREAS, the EDA also approved EDA Resolution 2024-08, which approved a \$250,000 revolving loan between the EDA and FaribaultMill; and

WHEREAS, the business subsidy agreement requires City Council approval; and

WHEREAS, the City Council authorizes payment of the City's List of Claims (including the EDA's List of Claims).

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the business subsidy agreement related to FaribaultMill and hereby authorizes payment of the Faribault EDA loans to FaribaultMill as directed in the EDA's resolutions and loan agreements with FaribaultMill.

Date Adopted: July 30, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator