



City Council Work Session
Wednesday, November 6, 2024 at 6:00 PM
Public Meeting Room

AGENDA

1. Call to Order

2. Items for Discussion

- A. National League of Cities Service Line Warranty Program
- B. Viaduct Park Ice Feature Scoping Proposal
- C. Cooperative Agreement with Faribault Public Schools
- D. Discussion of Ordinance Violations at 823 1st Avenue NW and 703 20th Street NW
- E. 2025 Budget Process
 - 1. 2024 Tourism Contract Update/2025 Budget Review - Nort Johnson
 - 2. Discussion of 2025 Proposed Fee Schedule Changes
 - 3. Public Safety Aid (PSA) Review/Forecast
 - 4. Franchise Fee Allocation Review

3. Future Discussion

4. Adjournment

(The Council may meet as a group for dinner)

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

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.

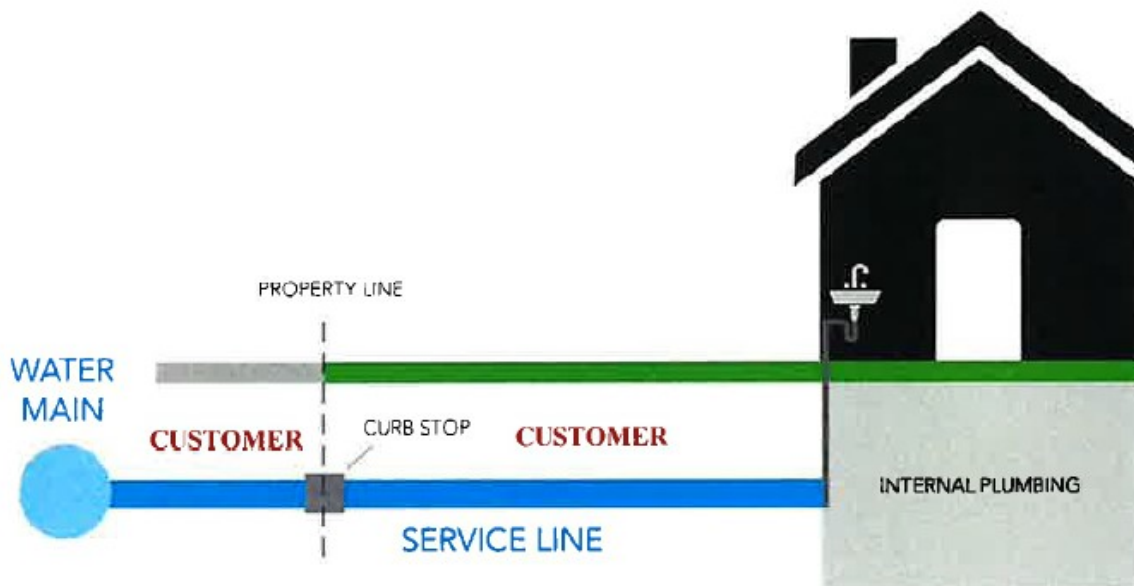


Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 6, 2024
SUBJECT: National League of Cities Service Line Warranty Program

Discussion:

Property owners in the City own both their water and sewer services from the main to their property as shown below.



Recently, some water and sewer service lines have failed, requiring repair. These repairs can be costly for property owners. These repairs used the City's petition and waiver funding mechanism where the City pays for the improvements and the cost plus interest is applied to the parcel's property taxes.

Staff has researched the National League of Cities (NLC) Service Line Warranty Program offered by Utility Service Partners, a HomeServe Company, as an additional tool to help property owners fund service line

repairs. Under this voluntary program, property owners can purchase a warranty policy on their exterior water line, exterior sewer service line and internal plumbing. These are two sperate polices for water and sewer and can be purchased individually, as shown in the following table.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$6.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
External Sewer Line	\$10.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
In-Home Plumbing	\$10.99	Unlimited	Unlimited Calls \$3,000 Per Call	10% of the premiums collected

It would be recommended to designate the funds from the premiums collected for future lead water service line replacements.

Ashley Shiwarski, Director, Business Development Utility Service Partners Inc. will give an overview of the program and answer any questions that the Council may have.

Attachments:



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: November 6, 2024
SUBJECT: Viaduct Park Ice Feature Scoping Proposal

Discussion:

At the October 1, 2024, Council work session, updated costs and concepts for the Viaduct Park ice feature were presented and Council directed City Staff to move forward with further refining a scope and cost estimate for a future phase ice feature. Staff worked with Kimley Horn and HCM Architects to develop the attached scope of services to further identify concepts and associated cost estimates for the future ice features, which include costs for an ice resurface room, as well as the other site amenities needed to complete the project that were removed from the awarded bid packages 1 and 2. The total cost of the proposal for the attached services is \$10K.

Staff is looking for council feedback on if the attached proposal meets the Council's expectations or if there are additional services the Council wants to be included. Per the discussion at the October 1, 2024, meeting, staff directed the consultants to consider a total project cost of not to exceed \$3.7M. Is this still the Council's direction or does Council want to see options that may exceed the \$3.7M cap? As a reminder \$3.7M would put the total project cost around \$10M.

Attachments:

1. IPO 2C - North Viaduct Area Park Skate Area Concept
2. Faribault Concept Cost Estimate 9-10-24
3. R100_Rink Plan (OPTION 1)
4. R100_Rink Plan.(OPTION 2)
5. R100_Rink Plan (OPTION 3)

INDIVIDUAL PROJECT ORDER NO. 2C

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Faribault, Minnesota (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 22, 2016, which is incorporated herein by reference.

Identification of Project:	City of Faribault – North Viaduct Area Park
General Category of Services:	Concept Development
Scope of Basic Services:	Concepts and cost estimate for revised skate area . See Exhibit A.
Additional Services If Required:	None
Deliverables:	Reviewed shop drawings, site visit notes
Terms of Compensation:	See Exhibit B
Schedule:	See Exhibit C
Other Special Terms:	None

ACCEPTED:

CITY OF FARIBAULT, MINNESOTA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

Signed by:
BY:  _____
75280DC77C57426...

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 10/16/2024

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO.2C
NORTH VIADUCT AREA PARK SKATE AREA CONCEPTS

IPO No. 2C is for is to develop concepts and rough order of magnitude costs for three potential skate area alternatives:

- NHL size rink with dasherboards, no decorative railing
- Biggest refrigerated skate rink we can get, without cover, for \$3.7M total project cost
- Biggest refrigerated skate rink we can get, with functional / "nice" cover, for \$3.7M total project cost. "Nice" means something nicer than a salt shed but not as fancy as St. Louis Park's ROC that creates a space for year round activation.

The scope of services for this work is:

- KH and HCM review products and precedent imagery for skate area cover options and select options for City consideration
- Hold a virtual worksession with City, HCM, KH to discuss three alternatives above, cover options and cost considerations
- KH and HCM develop cost estimates for TBD line items in B32 cost estimate
- Hold a review meeting with City, HCM and KH to confirm and refine ideas
- Discuss approach to managing uncertainty of skate area bid prices using bid alternates, allowances or design build

The deliverables for this work will be:

- Product literature and precedent imagery for skate area covers
- Cost estimates for building and site improvement line items on the B32 cost estimate

Assumptions:

- Mechanical equipment for skate area refrigeration system will be outdoor and screened, like the City's ice arena.
- A new building will be located on the north side of the skate area to house resurfacer, workbench and, ideally, ice melt pit. City is open to option of dumping resurfacer ice on ground behind building if cost effective and not problematic.
- No site plan will be developed. We will use the B32 concept sketches as reference for refrigerated skate surface area. We will not refine existing or develop new concept sketches.
- No renderings or visualizations will be developed. We will use product literature and / or precedent imagery to convey the skate area cover concepts.
- Soil settlement tolerance of 1/2" will be acceptable under the refrigerated skate area, and that ground improvement methods will be used to address existing soils. We learned from the previous skate loop bid that the 1/4" alternate bid is potentially cost prohibitive.
- Proposal doesn't include B32 time. We assume B32 would ideally be part of the concept development worksession, provide input on latest refrigerant products / rules and update any of the skate surface / refrigeration mechanical equipment package costs. However, their involvement is not required, and we would use B32's 8/29 concept sketches and 9/10 cost estimate as the basis for our work.

EXHIBIT B
TERMS OF COMPENSATION

INDIVIDUAL PROJECT ORDER (IPO) NO.2C
NORTH VIADUCT AREA PARK SKATE AREA CONCEPTS

Kimley-Horn will perform the services above on a lump sum plus expense basis. Our lump sum fee for the scope of services included as a part of this IPO No. 2C is, \$10,000 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO.2C
NORTH VIADUCT AREA PARK SKATE AREA CONCEPTS

Work will be completed based on a schedule agreed upon with the City of Faribault. A proposed schedule for the project is detailed below:

Notice To Proceed	October 22, 2024
Tentative Concept Development Worksession	October 31, 2024
Tentative Concept and Cost Review Meeting With City	November 7, 2024
Final Recommendations to City Staff	November 15, 2024
Staff Presents Concepts and Cost at Council Worksession	December 3, 2024

Opinion of Probable Project Costs - Downtown Area Park Ice Skating Rink

Faribault, Minnesota

B32 File No. 900.24.557



Date: 9.10.24

Revised:

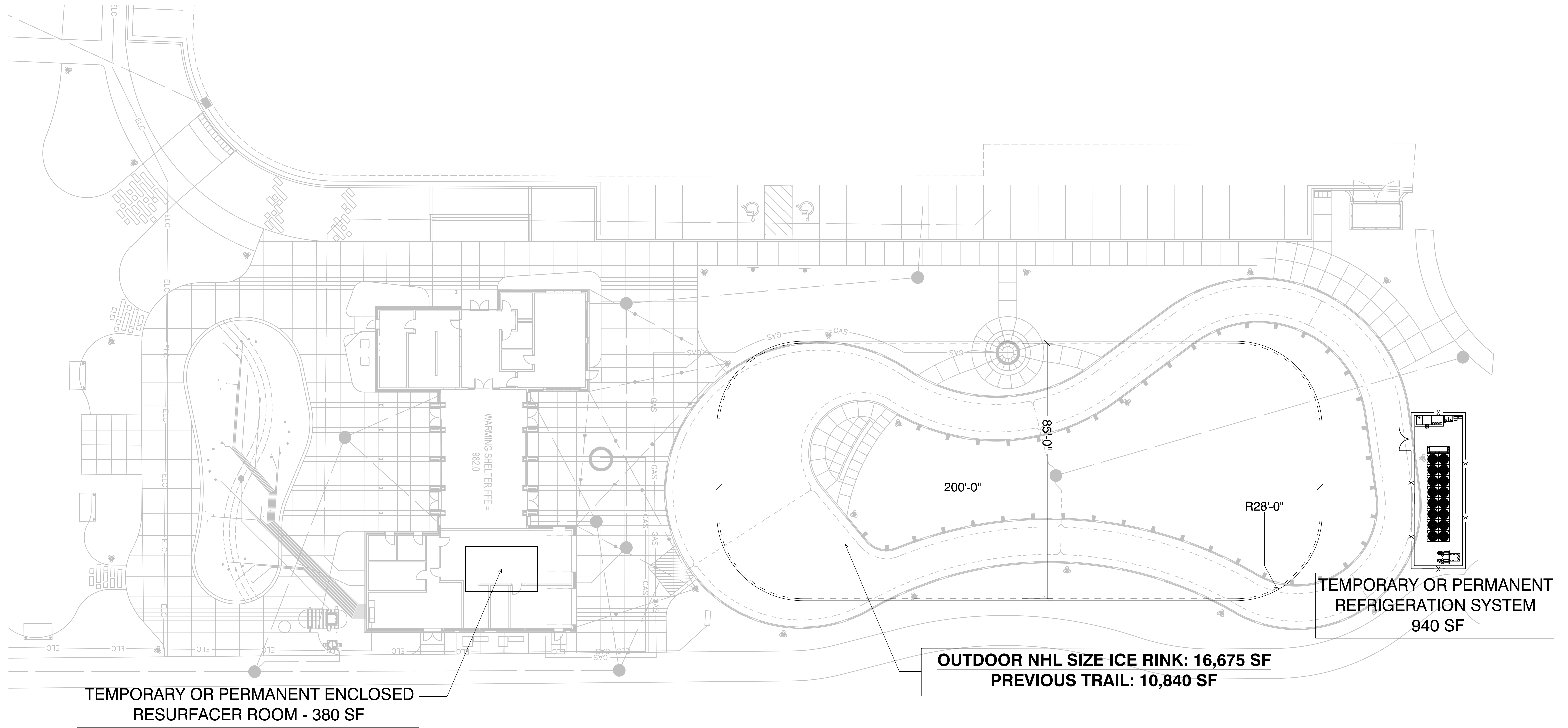
Assumptions and Notes:

1. Costs are in 2025 dollars
2. Costs include: escalation, general conditions, ice rink contractors profit, insurance, bonds for the ice rink contractor.
3. Costs do not include fees for CM or GC.
4. Refrigeration system costs are based on a R-513 synthetic based outdoor refrigeration package (ammonia and CO2 would increase the costs).

Item	Cost Estimate ¹			Original Design
	Option 1	Option 2	Option 3	
Ice Rink Shape	NHL Size	With Island	Elipse	Skating Trail
Ice Rink Area	16,675 SF	11,300 SF	10,840 SF	10,840 SF
Outdoor refrigeration system sized for 3.5 month operation (includes motor control panel, air cooled condenser , pumps, glycol, refrigeration system, life safety, etc.)	\$1,100,000	\$875,000	\$800,000	
Concrete equipment pad for refrigeration package	\$15,000	\$15,000	\$15,000	
Chain-link fence and rock landscape for refrigeration package	\$8,000	\$8,000	\$8,000	
New 5" concrete ice rink floor, 4" of 25 psi insulation, exp joint, not subfloor heating system	\$850,000	\$650,000	\$600,000	
New decorative railing system (\$400/LF)	\$250,000	\$200,000	\$175,000	
Electric services to refrigeration package - by others	\$40,000	\$40,000	\$40,000	
Lighting around rink - by others	Not incl	Not incl	Not incl	
Prepping and grading the site, subgrade, excavate to mins 9" for rink floor, etc. - by others	Not incl	Not incl	Not incl	
Concrete curb around rink - by others	Not incl	Not incl	Not incl	
Concrete perimeter concrete around rink - by others	Not incl	Not incl	Not incl	
Roof structure - by others	Not incl	Not incl	Not incl	
Refrigeration room or resurfacer room with pit - by others	Not incl	Not incl	Not incl	
Screen wall around refrigeration package - by others	Not incl	Not incl	Not incl	
Benches, etc. - by others	Not incl	Not incl	Not incl	
Area drains, etc. - by others	Not incl	Not incl	Not incl	
Resurfacer, edger, etc. - by others	Not incl	Not incl	Not incl	
Subtotal of estimated construction costs	\$2,263,000	\$1,788,000	\$1,638,000	\$4,185,000
Estimate, design and constr. Contingency (20%) ¹	\$452,600	\$357,600	\$327,600	
Total estimated construction costs	\$2,715,600	\$2,145,600	\$1,965,600	
Engineering, legal, financial and administrative (20%) ¹	\$543,120	\$429,120	\$393,120	
Total estimated project costs (2025)	\$3,258,720	\$2,574,720	\$2,358,720	
Expected useful life - refrigeration system (yrs.)	20	20	20	
Adjusted Costs for 2026²	\$3,421,656	\$2,703,456	\$2,476,656	
Adjusted Costs for 2027²	\$3,592,739	\$2,838,629	\$2,600,489	

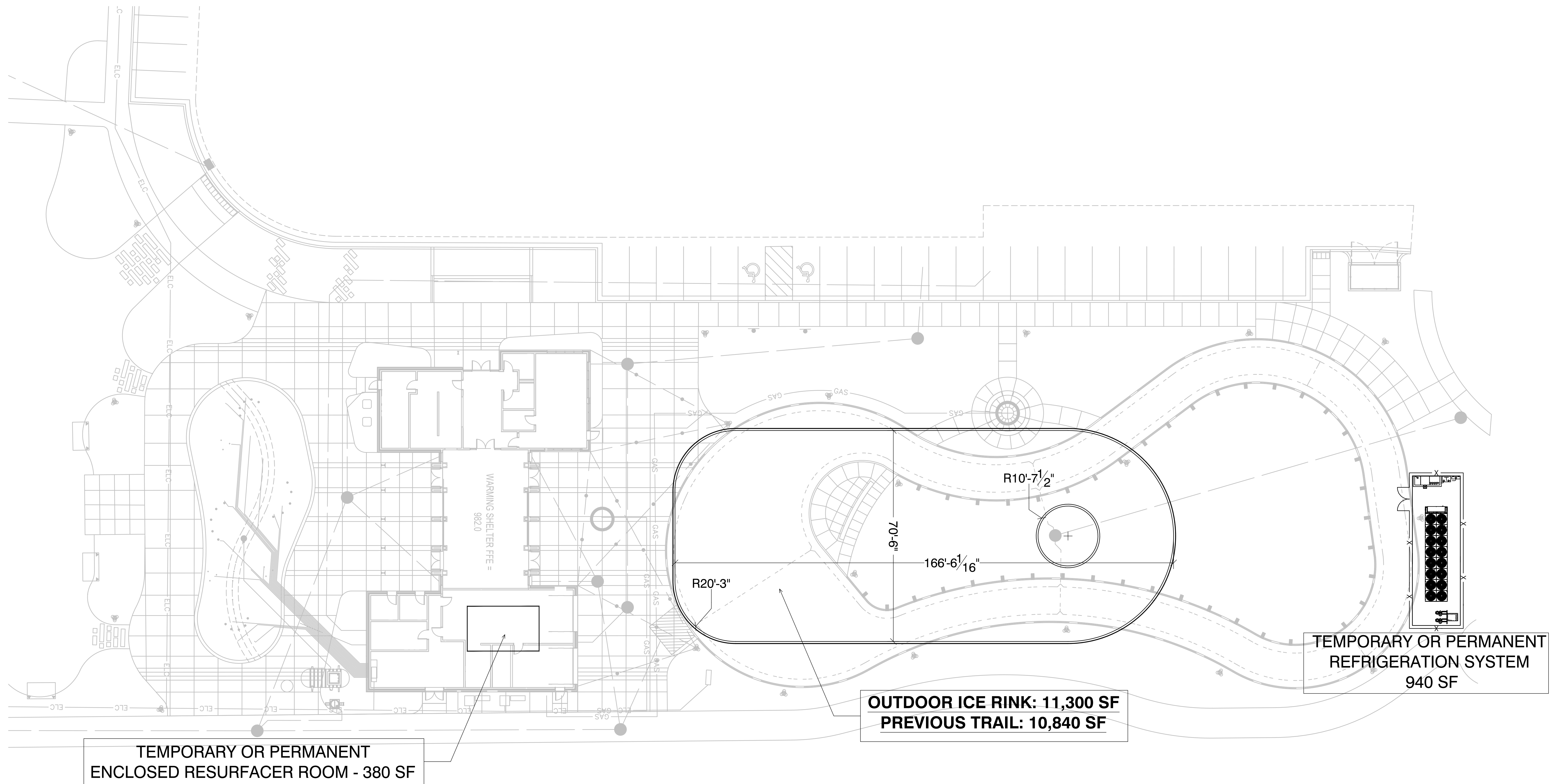
Footnotes:

1. See cost estimate narrative in report.
2. Applied escalation costs of 5% per year.



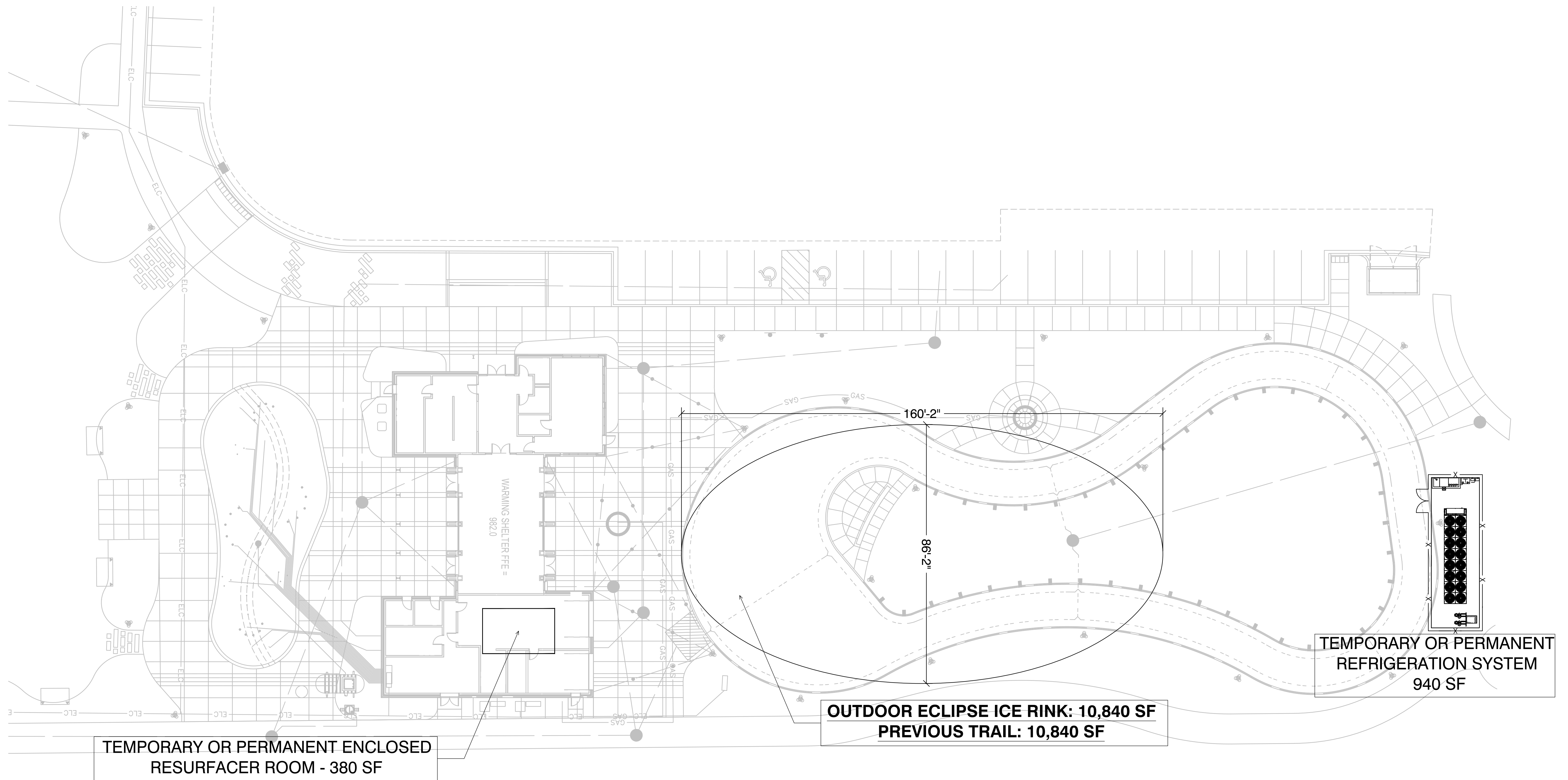
1 DOWNTOWN AREA PARK ICE RINK (OPTION - 1 NHL SIZE RINK)
SCALE: 1/16" = 1'-0"

DOWNTOWN AREA PARK ICE RINK FARIBAULT, MN



1 DOWNTOWN AREA PARK ICE RINK (OPTION - 2)
SCALE: 1/16" = 1'-0"

DOWNTOWN AREA PARK ICE RINK FARIBAULT, MN



1 DOWNTOWN AREA PARK ICE RINK (OPTION - 3 ELLIPTICAL)
SCALE: 1/16" = 1'-0"



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J Peanasky, Parks and Recreation Director
MEETING DATE: November 6, 2024
SUBJECT: Cooperative Agreement with Faribault Public Schools

Discussion:

The City of Faribault has had cooperative agreements with the Faribault Public Schools since at least 1994 for the high school tennis courts. This agreement was put in place since the City did not have tennis courts, and this would allow us to share courts without the construction of more courts. The agreement was renewed in 2014, and is due for renewal on December 31, 2024. In 2009, a similar agreement was established for the Middle School tennis courts and that agreement will expire in 2029.

At this time, we will need to renew the agreement for the high school tennis courts. Terms of 10 years and 20 years have been used in the past. A determination of what we would like needs to be decided on and discussed with the School District.

There has also been some discussion in recent years to add a cooperative agreement for the School District to use Bell Baseball Field and the softball complex at North Alexander Park. The District has not paid to use these facilities that we are aware of. This agreement would allow the City to share some of the expenses for these complexes. In this agreement, a 20-year effective date has been discussed. The council can make a recommendation on the term as well as issue this agreement.

Attachments:

1. 2006-29 Tennis Court Facility Cooperative Agreement
2. FHS North Alexander Facilities Agreement

**TENNIS COURT FACILITY
COOPERATIVE AGREEMENT**

*Original given
to Paul P.
Agreement 2006-29*

THIS JOINT FACILITY AGREEMENT, made and entered into by the Independent School District #656 through its School Board (hereinafter referred to the School District), and the City of Faribault, State of Minnesota, by and through its Council (hereinafter referred to as the City).

WITNESSETH THAT:

IN CONSIDERATION, of the mutual covenants contained herein, the parties agree as follows:

Section 1. PURPOSE

The purpose of this cooperative agreement is to make available to each party the benefits of the tennis court facility located at the Senior High School as a common item used by both parties, hereto, subject to the terms and conditions hereinafter set forth.

Section 2. EFFECTIVE DATE

This cooperative agreement shall become effective when signed by the duly authorized representative of the parties. The term of the agreement shall extend through December 31, 2024, unless renewed through mutual consent and action by the governing bodies of both parties.

Section 3. CAPITAL IMPROVEMENTS

It is understood and agreed that all capital improvements to the facility shall be discussed and agreed to prior to the undertaking of the project. Should either party undertake an improvement, they shall be financially responsible for all improvement costs.

Section 4. MAINTENANCE

The School District agrees to perform or have performed such maintenance activities as are necessary to keep the facility in a safe and playable condition. The City agrees to reimburse the School District fifty (50) percent of the cost to said maintenance activity; provided the School District agrees to obtain the express approval of the City before contracting for maintenance activities the cost of which is estimated to exceed one thousand (\$1000) dollars.

Section 5 FACILITY ACCESS

The School District agrees to coordinate the use of the facility through the Office of the High School Athletic Director. Access may be temporarily restricted with advanced notice for maintenance and improvement activities.

Section 6. **FACILITY LIGHTING**

Lighting of the facility is intended primarily for the use of benefit of the general public. The City agrees to maintain and be responsible for all costs associated with the lighting system.

Section 7. **RECORD KEEPING AND PAYMENT**

The School District agrees to keep and supply to the City a statement of all expenses associated with the maintenance of the facility. The City agrees to pay the verified amount of the maintenance expense which is their portion.

Section 8. **INDEMNITY**

The City and the School District mutually agree that neither party shall be liable for injuries of the users of the other in connection with City or School District sponsored activities.

Section 9. **AMENDMENTS**

This agreement is non-cancelable during its duration; however, this agreement may be changed or modified in writing by both parties when mutually agreeable.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

INDEPENDENT SCHOOL DISTRICT #656

CITY OF FARIBAULT

BY:



CHAIRMAN



MAYOR

ATTEST:


SUPERINTENDENT

November 20, 2006
DATE


CITY ADMINISTRATOR

9/13/06
DATE

NORTH ALEXANDER PARK FACILITIES COOPERATIVE AGREEMENT

THIS JOINT FACILITY AGREEMENT, made and entered into by the Independent School District #656 through its School Board (hereinafter referred to the School District), and the City of Faribault, State of Minnesota, by and through its Council (hereinafter referred to as the City).

WITNESSETH THAT:

IN CONSIDERATION, of the mutual covenant's contained herein, the parties agree as follows:

Section 1. **PURPOSE**

The purpose of this cooperative agreement is to make available to each party the benefits of Bell Field and the softball complex located in North Alexander Park as a common item used by both parties, hereto, subject to the terms and conditions hereinafter set forth.

Section 2. **EFFECTIVE DATE**

This cooperative agreement shall become effective when signed by the duly authorized representative of the parties. The term of the agreement shall extend through December 31, 2044, unless renewed through mutual consent and action by the governing bodies of both parties.

Section 3. **CAPITAL IMPROVEMENTS**

It is understood and agreed that all capital improvements to the facility shall be discussed and agreed to prior to the undertaking of the project. Should either party undertake an improvement, they shall be financially responsible for all improvement costs.

Section 4. **MAINTENANCE**

The City agrees to perform or have performed such maintenance activities as are necessary to keep the facility in a safe and playable condition. The School District agrees to reimburse the City fifty (50) percent of the cost to said maintenance activity; provided the City agrees to obtain the express approval of the School District before contracting for maintenance activities the cost of which is estimated to exceed one thousand (\$1,000) dollars.

Section 5 **FACILITY ACCESS**

The City agrees to coordinate the use of the facility through the Parks and Recreation Department. Access may be temporarily restricted with advanced notice for maintenance and improvement activities.

Section 6. **RECORD KEEPING AND PAYMENT**

The City agrees to keep and supply to the School District a statement of all expenses associated with the maintenance of the facility. The School District agrees to pay the verified amount of the maintenance expense which is their portion.

Section 7. **INDEMNITY**

The City and the School District mutually agree that neither party shall be liable for injuries of the users of the other in connection with City or School District sponsored activities.

Section 8. **AMENDMENTS**

This agreement is non-cancelable during its duration; however, this agreement may be changed or modified in writing by both parties when mutually agreeable.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

INDEPENDENT SCHOOL DISTRICT #656

CITY OF FARIBAULT

BY:

CHAIRMAN

MAYOR

ATTEST:

SUPERINTENDENT

CITY ADMINISTRATOR

DATE

DATE



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dustin Dienst, Director of Fire and Code Services
MEETING DATE: November 6, 2024
SUBJECT: Discussion of Ordinance Violations at 823 1st Avenue NW and 703 20th Street NW

Discussion:

There are two properties that staff have been working with for or in one case, years. Our approach up until now was to pursue these through a criminal process. The criminal process tends to be quicker and cost the City less money. However results can vary. Our legal counsel has recommended that we pursue these ordinance violations utilizing the civil process, and we would like Council input on whether this is the path you would like to take.

Since March 1st of this year, staff have been called to 823 1st Avenue NW eighteen times with seven of those visits resulting in citations given or an arrest made.

We have been actively dealing with the property located at 703 20th Street NW since July, 2022. The Police Department has responded to this property 5 times with one citation issued.

Attachments:

1. Spreadsheet of Property Ordinance Issues

823 1st AVE NW		
DATE	CALL OR REPORT TYPE	DISPOSITION
3/15/2024	Neighbor Dispute	Warning
4/23/2024	Noise Complaint	Unfounded
5/21/2024	Ordinance	Warning - Unsightly Accumulation
5/31/2024	Neighbor Dispute	No Action - parties separated
6/5/2024	Ordinance	Warned, then cited on 06/24 for Unsightly Accumulation
6/6/2024	Ordinance	See above
6/9/2024	Noise Complaint	Warning
6/10/2024	Noise Complaint	Warning
6/20/2024	Fire Call	Warning - illegal fire
7/5/2024	Disturbance	Mediated
7/25/2024	Ordinance	Warned, then cited on 08/16 for Unsightly Accumulation
7/27/2024	Noise Complaint	Warning
8/21/2024	Ordinance/Fire Call	Cited, Illegal fire and Unsightly Accumulation
9/14/2024	Noise Complaint	Warning
9/16/2024	Noise Complaint	Cited , Noise
9/17/2024	Ordinance	Cited, Unsightly Accumulation
10/10/2024	Noise/Ordinance	Cited, Noise and Unsightly Accumulation
10/18/2024	Warrant	Warrant Arrest



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 6, 2024
SUBJECT: 2025 Budget Process

Discussion:

The November 6th work session is the final work session to wrap up the final details/presentations on the portions of the 2025 budget not previously discussed or presented.

The December 3rd work session will involve the final conversation/decisions related to the final tax levy to come before the City Council for adoption on December 10th, unless the Council would like to use the November 19th work session to finalize any outstanding decisions prior to December.

Attachments:



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 6, 2024
SUBJECT: 2024 Tourism Contract Update/2025 Budget Review - Nort Johnson

Discussion:

The City Council and the Faribault Area Chamber of Commerce entered into a 5-year agreement (2024 to 2028) for the marketing and promotion of the City as a tourist destination utilizing the lodging tax proceeds. 2025 will be the second year of the agreement. The agreement requires the Chamber to provide a final budget to the City Council by November 30th of each year that identifies the uses for the requested lodging tax proceeds. For 2025, the City is budgeting \$120,000 of lodging tax proceeds and a corresponding \$120,000 expense related to this contract, which has been budgeted conservatively based on the unknown future of the Days Inn as a place of lodging.

Nort Johnson, President/CEO of the Faribault Area Chamber of Commerce and Tourism Inc., will be present to discuss the current status of the 2024 tourism activities (annual report). Attached to this memo is the financial report for the first 3 quarters of the calendar year as well as the draft budget for 2025.

Attachments:

1. 2024-2028 Agreement for Professional Agency Services - Faribault Area Chamber of Commerce and Tourism, Inc
2. Jan - September budget report to city
3. 2025 DRAFT Tourism Budget

AGREEMENT FOR PROFESSIONAL AGENCY SERVICES

BETWEEN: City of Faribault, Minnesota

AND: Faribault Area Chamber of Commerce and Tourism, Inc.

EFFECTIVE DATE: January 1, 2024

This Agreement, made this 12th day of December, 2023, effective as set forth above, by and between the City of Faribault, a Minnesota municipal corporation, hereafter referred to as the "City", and the Faribault Area Chamber of Commerce and Tourism, Inc., a Minnesota nonprofit corporation, hereafter referred to as the "Agency".

RECITALS

- A. Minnesota Statutes, Section 469.190 and Article V, Chapter 14, of the City's Code of Ordinances authorizes the imposition of a tax of three percent on the gross receipts from the furnishing of lodging within the city to fund a local convention or tourism bureau for the purpose of marketing and promoting the city as a tourist or convention center.
- B. The City has the right to enter into a separate agreement with an agency to provide for the purposes of marketing and promoting the city as a tourist or convention center using lodging tax proceeds.
- C. Agency is engaged in the business of providing marketing and promotion professional services.
- D. City requires marketing and promotion professional services assistance in conjunction with the maintenance of the Agency.
- E. City desires to engage Agency to provide the services described in this Agreement and Agency is willing to provide such services on the terms and conditions set forth herein.

AGREEMENT

1. **Services to be Provided.** Agency agrees to provide City with marketing and promotion professional services as set forth in this Agreement and as set forth in the Agency's proposed services attached hereto in Exhibit A ("Scope of Services" or "Services") and/or any obligations within this Agreement or supplemental letter agreements entered into between the City and Agency. The Services and obligations referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services and obligations shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar marketing and promotion services.

2. **Term.** The term of this Agreement shall be for a five (5) year term (the "Term"), commencing on January 1, 2024 (the "Commencement Date") and shall be subject to review by the City Council at the end of the Term. After the Term, this Agreement shall continue on an annual basis, unless the City and the Agency agree otherwise. Throughout the Term and any annual extension beyond the Term, this Agreement shall be subject to termination by either party pursuant to paragraph 4 below. Following the completion of the Term, this Agreement shall be subject to the review of the City Council every five (5) years.

3. **Consideration.** The consideration, including the lodging tax and other amounts as set forth in this Agreement, which the City shall pay to the Agency for both the Agency personnel and Services performed by Agency and the expenses incurred by the Agency in performing the Services, shall be as set forth in this Agreement. The Scope of Services and the obligations, along with the budget will be agreed upon prior to the commencement of the Services. The City shall make payments to the Agency based upon mutual agreement.

4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - 4.1 The parties, by mutual written agreement, may terminate this Agreement at any time.

 - 4.2 Agency may terminate this Agreement in the event of a breach of the Agreement by the City upon providing one hundred twenty (120) days written notice to the City.

 - 4.3 The City Council may terminate this Agreement at any time for any cause upon written notice to the Agency, or for no reason or cause upon one hundred twenty (120) days written notice to the Agency.

 - 4.4 The City may terminate this Agreement immediately upon the Agency's failure to have in force any insurance required by this Agreement.

Except as provided in paragraph 5 below, in the event of a termination, City shall pay Agency for Services performed to the date of termination and for all equipment costs or other expenses incurred, including contracts with outside agencies, prior to the date of termination.

5. **Remedies.**
 - 5.1 In the event of a termination of this Agreement by City because of a breach by Agency, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof.

- 5.2 The foregoing remedies provided to City for breach of this Agreement by Agency shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Agency's breach.
6. **Records/Inspection.** This Agreement is subject to the requirements of Minnesota Statutes, Section 16C.05, subd. 5. Agency agrees that City or any authorized representatives may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary. Agency agrees to maintain these materials, records, and documents for six years from the date of the termination of this Agreement.
7. **City and Agency Liaisons.** The City Administrator or their designee shall serve as the liaison and primary contact to the Agency and representative of the City with respect to services rendered pursuant to this Agreement. The City's representative has the authority to instruct, interpret, and define the City's policies with respect to the Services. The Agency shall designate a person or his/her designee to serve as the liaison and primary contact to the City and representative of the Agency with respect to services rendered pursuant to this Agreement. The Agency's representative has the authority to instruct, interpret, and define the Agency's policies with respect to the Services.
8. **Tourism Board.** The Agency shall establish a board ("Tourism Board") of not less than seven (7) voting members to advise the Agency on the use of lodging tax revenues remitted to the Agency. The City Council shall annually appoint a councilmember to serve on the Tourism Board. The remaining members shall be appointed by the Agency to three-year, staggered terms, and shall represent the following or similar sectors of the community:
- (1) One member from the lodging industry;
 - (2) Four (4) members representing community assets (these members may be from the lodging industry, restaurants, attractions, retail, history, arts and culture, community festivals, parks and recreation or an applicant with pertinent marketing or tourism related expertise, or as otherwise determined by the city);
 - (3) One representative from the agency.
- The Tourism Board shall meet a minimum of four (4) times per year at a time and location to be determined by the Agency.
9. **Local Convention and Tourism Bureau.** Sec. 14-94, Article V., Chapter 14 of the Faribault City Code of Ordinances authorizes the City's utilization of the services of a local convention and tourism bureau ("Tourism Bureau") to be administered by the Agency pursuant to this Agreement.
10. **Agency Obligations.** The Agency shall ensure that the following obligations for the City are performed:
- a. Prepare preliminary and final annual budgets, subject to approval by the Tourism Board, and submit to the City in accordance with Paragraph 12;

- b. Prepare an annual report, including an overview of the annual budget, to be presented to the City Council;
 - c. Prepare quarterly reports and submit to the City, which shall include (1) list of bills/expense report, (2) budget to actual statement, and (3) current fund balance;
 - d. Implement and assist in providing direction and oversight of the lodging tax income and expense;
 - e. Establish and implement annual program goals;
 - f. Prepare a tourism marketing strategy that utilizes a multi-faceted approach to attract visitors to the community; and
 - g. Any other matters or obligations as determined by the Tourism Board.
11. **Compensation.** Funding for the Agency and for the marketing and promotional services of the City by the Agency shall be funded from the lodging tax proceeds collected pursuant to Minnesota Statutes, Section 469.190 and Article V, Chapter 14, of the City's Code of Ordinances.
- 11.1 The City will compensate the Agency out of lodging tax dollars for the Services set forth in Exhibit A to this Agreement by remitting 95 percent of lodging tax dollars collected, payable within 30 days following collection by the City from the lodging establishments.
- 11.2 For the specific additional services and duties required to be performed by the Agency and set forth in Exhibit B of this Agreement (the "Additional Services"), the City will compensate the Agency out of lodging tax dollars for the Additional Services by remitting five (5) percent of lodging tax dollars collected, payable within 30 days following collection by the City from the lodging establishments. Said compensation paid to the Agency for the Downtown Visitor Center shall be used solely for subsequent payment to Paradise Center for the Arts and for costs associated with the Downtown Visitor Center located at the Paradise Center for the Arts. Should the Downtown Visitor Center located at the Paradise Center for the Arts discontinue operation or cease to exist at such location, then this Section 11.2 shall become null and void and must be renegotiated by the Agency and the City.
- 11.3 Any revenues generated by the Agency as a result of the contracted Services provided to the City pursuant to this Agreement must be spent by the Agency to market and promote the City as a tourist and convention center.
12. **Annual Budget.** The Agency shall submit a preliminary annual budget for the next calendar year to the City by October 15 of each year. The Agency shall submit the final budget for the next calendar year to the City Council by November 30 of each year. The final budget shall identify the uses for the requested funds out of the lodging tax proceeds. The annual budget shall be audited on a biannual basis using an agreed-upon procedure approved by the city administrator. The cost of the audit shall be paid for by the agency. The City authorizes the Agency to cash flow the activities contemplated by this Agreement without any additional expense to the City.

13. **Quarterly Financials.** The Agency shall provide the members of the Tourism Board with financial statements prepared no less often than quarterly prior to conducting their meetings. The financial statements shall show (a) list of bills/expense report, (b) budget to actual statement, and (c) current fund balance.
14. **Indemnification.** To the fullest extent permitted by law, the Agency, and the Agency's successors or assigns, agree to protect, defend, save, and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting marketing and promotion services, and other technical, administrative or professional assistance resulting from or arising out of the negligence, breach of contract or willful misconduct of Agency or its subcontractors, agents, or employees under this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled
15. **Insurance and Bonds.** The Agency will maintain at the Agency's sole expense, insurance coverage for itself, including the following: Workers Compensation, General Liability, and Directors and Officers Liability in an amount of not less than \$1 million per occurrence (except only statutory limits for workers compensation coverage) and at least \$2 million aggregate coverage and an umbrella policy with limits of at least \$1 million, and will provide information as to specific limits upon receipt of signed Agreement. Such insurance must cover all losses related to this Agreement. The Agency shall provide City with a current certificate(s) of liability insurance for all insurance coverage referenced above. Such certificate(s) of General Liability insurance shall list the City as an additional insured and all certificate(s) of liability insurance shall contain a statement that such policies of insurance shall not be canceled or amended unless sixty (60) days written notice is provided to the City (ten (10) days written notice in the event of non-payment of premium). Acceptance of a certificate of insurance that does not comply with these requirements does not operate as a waiver of the Agency's or any other party's obligations hereunder. In addition, the Agency shall cause all vendors and participants to maintain insurance coverage for all vendors and participants at tourism-related events conducted pursuant to this Agreement.

In addition to the insurance requirements set forth above, the Agency shall obtain a fidelity bond in the minimum amount of \$100,000 covering the person or persons on a position or name-scheduled basis that handles any money pursuant to this Agreement. The amount of such bond shall be reviewed annually and modified to be consistent with the lodging tax dollars paid to the Agency pursuant to this Agreement.

16. **Subcontracting; Assignment.** The Agency shall not subcontract or assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the prior written consent of the City. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. **Independent Contractor.** Agency shall be deemed an independent contractor. Agency's duties will be performed with the understanding that Agency has special expertise as to the services, which Agency is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Agency; however, the Agency shall take the recommendations from the Tourism Board into consideration on the nature of the services and the results to be achieved. The Agency is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein. All services provided by the Agency pursuant to this Agreement shall be provided by the Agency as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
18. **Compliance with Laws.** Agency shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Agency agrees to provide the applicable services detailed in Exhibit A or any supplemental letter agreement.
19. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Agency: Faribault Area Chamber of Commerce and Tourism, Inc.
 Attn: President/CEO
 530 Wilson Avenue
 Faribault, MN 55021

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

or such other address as either party may provide to the other by notice given in accordance with this provision.

20. **Attorney Fees.** In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.
21. **Entire Agreement; Amendments.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Agency, and supersedes any other written or oral agreements between the City and the Agency. This Agreement can only be modified or amended in writing signed by the City and the Agency.

22. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
23. **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 court of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
24. **Conflict of Interest.** In the execution of services outlined in this Agreement, the Agency shall equally promote and market all tourism sectors of the City; preferential treatment for certain tourism sectors or subsets is prohibited. The Agency shall use reasonable care to avoid conflicts of interest and appearances of impropriety in providing its marketing and promotion services for the City. In the event of a conflict of interest, Agency shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide requested marketing and promotion services. It is the intent of the Agency to refrain from handling marketing and promotion matters for any other person or entity that may pose a conflict of interest.
25. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by the Agency.
26. **Agreement Not Exclusive.** The City retains the right to hire other marketing and promotion professionals for other matters, in the City's sole discretion.
27. **Data Practices Act Compliance.** Any and all data provided to the Agency, received from the Agency, created, collected, received, stored, used, maintained, or disseminated by the Agency pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of the Agency to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement.
28. **No Discrimination.** Agency agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.
29. **Survivability.** All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such

expiration or termination.

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement for Professional Agency Services indicated below.

CITY OF FARIBAULT

By:

DocuSigned by:

Kevin F. Voracek

AF5115C0618D4F7...

Kevin F. Voracek
Its: Mayor

By:

DocuSigned by:

Timothy C. Murray

33B86207782411C...

Timothy C. Murray
Its: City Administrator

**FARIBAULT AREA CHAMBER OF
COMMERCE AND TOURISM, INC.**

By:

DocuSigned by:

Jody Long

8F44BD4F01414D0...

Jody Long
Its: Chair of the Board

By:

DocuSigned by:

Nort Johnson

EB5B6CDE7C544B6...

Nort Johnson
Its: President/CEO

EXHIBIT A - SCOPE OF SERVICES

SERVICES RENDERED BY AGENCY.

In addition to the marketing and promotional services obligations performed by the Agency, the Agency shall furnish Services including but not limited to those outlined below:

1. Lobby and outdoor kiosk designed for visitors
2. Signage directing visitors to the facility
3. Front desk staff trained and prepared to assist walk in, e-mail and phone inquiries
4. Staffed 8am – 5pm Monday through Friday and weekends as necessary
5. Office Space for Agency personnel
6. Office equipment and office supplies for the Tourism Department
7. Mailing address, post office box, internet access
8. Computer, software, and database access
9. Meeting space for Agency personnel and subcommittees
10. Services, payroll and associated filing and accounting
11. Accounts payable and accounts receivables
12. Invoicing and financial report preparation
13. Support for the Agency personnel when sick, on vacation or when work load requires additional assistance

EXHIBIT B – SCOPE OF ADDITIONAL SERVICES

ADDITIONAL SERVICES RENDERED BY AGENCY.

In addition to the marketing and promotional services obligations performed by the Agency, and the Services outlined in EXHIBIT A, the Agency shall furnish the following Additional Services including but not limited to those outlined below:

1. Provide space for a Downtown Visitor Center and accompanying facilities located at the Paradise Center for the Arts property (the "Downtown Visitor Center").
2. Provide guidance for Paradise Center staff to assist in addressing tourism questions at the Downtown Visitor Center.
3. Supply maps and tourism information for visitors to the City at the Downtown Visitor Center.
4. Provide and make available public access to public restrooms for visitors to the City at the Downtown Visitor Center.
5. Provide extended hours of operation, including some evening and weekend hours, at the Downtown Visitor Center.
6. Provide signage identifying the Downtown Visitor Center and the availability of tourism information.
7. Any other matters or obligations as agreed upon by the City and the Agency to be conducted at the Downtown Visitor Center.

Fairbault Area Chamber of Commerce Tourism
Lodging Tax Report
January - July 2024

Fairbault Area Chamber of Commerce and Tourism											for 5% calculation		PCA
Lodging Tax Collection Record													
Month	2020 tax	2020 YTD	2021 tax	2021 YTD	2022 tax	2022 YTD	2023 tax	2023 YTD	2024 tax	2024 YTD	2024 tax	VF	PCA
January	\$7,021.13	\$7,021.13	\$1,598.56	\$1,598.56	\$8,012.45	\$8,012.45	\$8,534.26	\$8,534.26	\$7,781.21	\$7,781.21	\$8,190.75	\$7,781.21	\$409.54
February	\$8,631.94	\$15,653.06	\$3,581.86	\$5,180.42	\$7,483.16	\$15,495.61	\$8,892.59	\$17,426.85	\$7,086.80	\$14,868.01	\$7,459.79	\$7,086.80	\$372.99
March	\$5,473.67	\$21,126.74	\$6,435.35	\$11,615.76	\$7,579.92	\$23,075.53	\$8,108.95	\$25,535.80	\$7,642.47	\$22,510.48	\$8,044.70	\$7,642.47	\$402.24
April	\$2,183.85	\$23,310.59	\$5,596.65	\$17,212.41	\$9,641.45	\$32,716.97	\$7,328.07	\$32,863.87	\$7,246.40	\$29,756.88	\$7,627.79	\$7,246.40	\$381.39
May	\$2,961.41	\$26,271.99	\$12,882.35	\$30,094.76	\$12,807.81	\$45,524.78	\$11,494.37	\$44,358.25	\$11,619.33	\$41,376.21	\$12,230.87	\$11,619.33	\$611.54
June	\$3,736.45	\$30,008.45	\$6,860.44	\$36,955.20	\$13,955.90	\$59,480.68	\$13,855.90	\$58,214.15	\$14,454.10	\$55,830.30	\$15,214.84	\$14,454.10	\$760.74
July	\$9,584.80	\$39,593.25	\$17,294.01	\$54,249.21	\$16,728.33	\$76,209.01	\$14,417.52	\$72,631.67	\$13,828.08	\$69,658.38	\$14,555.87	\$13,828.08	\$727.79
August	\$7,548.15	\$47,141.39	\$17,098.67	\$71,347.88	\$14,630.29	\$90,839.30	\$15,358.95	\$87,990.62	\$0.00	\$69,658.38	\$0.00	\$0.00	\$0.00
September	\$7,537.04	\$54,678.44	\$13,206.57	\$84,554.45	\$13,799.99	\$104,639.29	\$15,280.38	\$103,271.00	\$0.00	\$69,658.38	\$0.00	\$0.00	\$0.00
October	\$4,759.03	\$59,437.47	\$9,571.59	\$94,126.04	\$13,193.16	\$117,832.45	\$12,942.68	\$116,213.68	\$0.00	\$69,658.38	\$0.00	\$0.00	\$0.00
November	\$4,989.18	\$64,426.65	\$8,307.20	\$102,433.24	\$8,551.20	\$126,383.65	\$8,422.63	\$124,636.31	\$0.00	\$69,658.38	\$0.00	\$0.00	\$0.00
December	\$3,802.83	\$68,229.48	\$8,358.89	\$110,792.13	\$9,220.95	\$135,604.60	\$10,045.02	\$134,681.33	\$0.00	\$69,658.38	\$0.00	\$0.00	\$0.00
Year Total	\$68,229.48		\$110,792.13		\$135,604.60		\$134,681.33		\$69,658.38		\$73,324.61	\$69,658.38	\$3,666.23

<u>Items</u>	<u>2025 Budget</u>
Carry Over	0
Lodging Tax Revenue	120,000
Grants Income	0
Coop Marketing Income	0
Other Income	
Total Tourism Income	120,000
Dues & Subscriptions	1,100
Overhead	18,900
Tourism Marketing Sevices	
PCA	6,000
Development/Training	1,000
Marketing Sevices	40,000
Tourism Marketing Sevices - Other	2,000
Tourism- Marketing & Advertising	
Website	1,500
Ad Production	500
Promotional Items	500
Postage	1,750
Travel Shows	1,500
Brochure Display/Distribution	2,500
Brochure	3,500
Digital Campaigns	11,250
Explore MN Guide	4,000
Minne-Roadtrip	10,000
Billboard	12,000
Hostings	2,000
Other Marketing	0
Total Tourism Expense	120,000
Net Income/Loss	0
<i>This budget pertains to the use of Lodging Tax proceeds. We work hard to obtain grants and partnership revenues which will expand the marketing spend above the Lodging Tax proceeds.</i>	



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 6, 2024
SUBJECT: Discussion of 2025 Proposed Fee Schedule Changes

Discussion:

Staff has gone through the 2024 Fee Schedule (attached as recently amended) and has made recommendations to the Council for adjustments to the fee schedule. These adjustments are highlighted on the attached draft 2025 Fee Schedule for your review. The rationale/explanation, difference, and estimated revenue adjustment is noted below by Chapter and fee.

Chapter 7- Buildings and Building Regulations

The current fee schedule has a \$112 charge for manufactured home set-up. The 2025 fee schedule proposes to keep this fee for footings and foundations and to create a new additional permit fee for the completion of the manufactured home setup of \$290. The industry has changed and instead of one company being responsible for the footings and foundation and delivery, there are at least two companies involved. This complete setup fee is to cover all the inspections necessary for the second half of the process.

Chapter 10- Fire Prevention/Protection

The Sprinkler Plan Review Fee is a new fee for 2025 and is proposed at 2% of the value of the project, which is an industry standard. We perform this work in-house or pay an outside contractor to review. There has never been a charge for this previously, but there is a cost to the City.

Chapter 28- Water, Sewer & Stormwater

The 2025 draft fee schedule includes the increase for water (3%), sewer (2%) and stormwater (10%), which we will not discuss in further detail at this work session. However if the Council would like to do something different than what is proposed, this would be the time to discuss this. Any other changes are detailed below in these three utility areas. Please note that other water and sewer rates have increased by the same percentages

(i.e. bulk water, surcharges, hauled waste, etc.).

Water- The current water meter testing fee is \$175. For 2025, it is proposed to increase to \$200 to keep up with the rising costs of a third party to test the meter. The increase in the water disconnection processing, water irrigation meter re-shelving and water disconnection/reconnect for service request, water meter/system tampering, hydrant connection and service call is to keep up with rising labor costs. The addition of a backflow device & meter deposit of \$250 and backflow device & meter rental of \$20/day for 2025 is to address the increased demand for these devices by contractors.

Administrative Fees

A number of fees with a specific Code of Ordinances reference get lumped into the category of Administrative Fees.

Airport - An inflationary increase of 5% is proposed for 2025 for all City hangar rental rates, private hangar land leases, glider trailer storage and fuel flowage fee. The addition of a \$500/month glider trailer storage off season for 2025 is proposed for any trailers left on the airfield after the season. This fee is intended to discourage the storage of trailers in the off season.

Engineering - The addition of sidewalk/driveway replacement is \$30 to cover staff costs to inspect work done in the public right-of-way. This aligns with recovering costs for inspecting all other work in the right-of-way.

Planning & Zoning Fees - Staff looked at 15 peer cities from 15-30,000 in population primarily outside of the metro to come up with some adjusted fees, which are set at the median amount. The proposed adjustments keep Faribault in line with application fees for similarly-sized, Greater Minnesota communities. While these fees are higher, this leads into the conversation of what to do about escrow fees, and is conversation staff would like feedback on how the Council would like to structure these fees moving forward.

Police Department - The only PD fee proposed to change is the Contract Off-Duty Work fee, which would go from \$85/hour to \$90/hour. The increase is a 5.8% increase, and wages are likely going to increase by more than that. The increase of \$5 per hour will still cover the City's costs at the highest paid hourly position.

Library - The Library fee schedule has been updated to show charges for the sale of discarded materials. These are fees the Library has been using, but for some reason they have not appeared in the fee schedule. This addition ends any confusion as to why things were not stated in the past.

Parks and Recreation -Adjustments to most of the charges were slightly increased in programs and memberships to keep up with inflation. There are also small increases in facility rental rates for picnic shelters, classrooms and gym spaces.

Attachments:

1. 2024 Fee Schedule
2. 2025 Fee Schedule 11.1.24 DRAFT to Council



EXHIBIT A - Resolution 2023-238
2024 FEES, CHARGES AND UTILITY RATES

2024

CHAPTER 4 - ALCOHOLIC BEVERAGES

Intoxicating

4-15	On-sale Liquor* (Code Sec 4-15 (a) (2)) (MS 340A.408 Subd. 2)	\$3,896
	Low Volume Liquor (Res. 2009-210)	\$2,000
	Sunday On-Sale (MS 340A.504) (cannot prorate)	\$200
	Theater On-Sale (Ord. 2009-04) (License includes Sundays)	\$500
	Limited Culinary On-Sale (Ord. 2009-05) (License does not include Sundays)	\$300
	Club On Sale** (MS 340A.408 2b)	
	Membership of 200 or less	\$300
	Membership between 201 & 500	\$500
	Membership between 501 & 1,000	\$650
	Membership between 1,001 & 2,000	\$800
	Membership between 2,001 & 4,000	\$1,000
	Membership between 4,001 & 6,000	\$2,000
	Membership of 6,001 or more	\$3,000
	Off-Sale Liquor** (MS 340A.408, Subd. 3a(2) & Subd. 3c)	\$560; (\$100 refunded if conditions set out in SS met)
	Wine Sale*** (MS 340A.408 2c)	\$1,671
	Theater Wine (Ord. 2009-04)	\$200
	Temporary On-Sale Intoxicating Liquor	
	(City Code Sec 4-15 a. (9) - up to 4 days)	\$35/day
	Consumption & display permits (Setup) ****	
	(MS 340A.414 Subd. 6)	\$300 (plus \$150 State fee)
	One-day consumption and display permit (Setup) *****	
	(MSA 340A.414 Subd. 9) (Limit 10/year)	\$25
	Malt Liquor (3.2%)	
	On-Sale License (3.2 Beer) Can pro-rate	
4-15	Annual fee - set by City Code (Sec. 4-15 (a) (1))	\$200
	Theater On-Sale Malt Liquor-3.2% Beer (Ord. 2009-04)	\$100
	Off-Sale License (3.2 Beer) Can pro-rate	
	Annual fee - set by City Code (Sec. 4-15 (a) (1))	\$100
	Temporary On-Sale License (3.2 Beer)	
	City Code Sec. 4-15 (a) (9)	\$50/day up to 7 days
	Address Change Fee for 3.2 Licenses	\$20
	Brewery and Taproom	
4-25	Brewer Taproom License (Res. 2014-036)	\$600
	Small Brewer License (Res. 2014-036)	\$200
	Micro-Distillery	
4-25	Distiller and Cocktail Room License	\$600

<u>Small Distiller License</u>	\$200
Investigation Fee City Code 4-15 (f) (MS 340A. 412, subd 2 limits to \$500)	
Investigation Fee - In State (Liquor, Wine, Beer)	\$500
Investigation Fee - Out of State (Liquor, Wine, Beer)	Actual Cost Not to Exceed \$10,000
Renewal Application late fee	\$100

- * Public Hearing required to increase non-state regulated Liquor License Fees according to MS 340A.408 Subd. 3a; fee set by City but subject to limits; fee intended to cover costs of issuing, inspecting, and other directly related costs of enforcement.
- ** Off-Sale and Club Licenses are State regulated, fees set by 340A.408.
- *** Wine fee cannot exceed 1/2 On-Sale Liquor Lic fee or \$2,000, whichever is less.
- **** Consumption/Display Permits cannot exceed \$300 by state regulation.
- ***** One-day Consumption/Display Permits cannot exceed \$25 by state regulation.

CHAPTER 5 - AMUSEMENTS

<u>Dances</u>	
5-57 Temporary Public Dance License	\$25
License transfer fee	\$20

CHAPTER 6 - ANIMALS AND FOWL

<u>Animals</u>	
6-49 Board fee	\$35/day
6-24 Voluntary Disposal of Dog	\$50
6-36 Kennel License	\$150
Prescribed Grazing & Beekeeping	See Zoning Compliance Certificate

CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS

<u>Building Permits</u>	
7-16 Uniform Building Code Permit Plan	
Checking for Commercial Building Plan Review	65% of permit fee
Residential Plan Check	50% of permit fee
<u>Reinspection Fee</u>	
Additional Visits (second reinspection and thereafter)	\$54
License Verification Fee	\$1
Special Inspection	\$54
In Ground Pool	\$120

(BUILDINGS AND BUILDING REGULATIONS CONTINUED)

Above Ground Pool	\$60
Demolition Permit (\$1,500 escrow for land restoration)	\$54
Building without permit	Double fee
Solar Installations	\$110
State Surcharge (per State Statute 326B.148)	\$1 Minimum
Manufactured Home Set-up	\$112
<u>Rental License</u>	
7-39 Rental Property license fees	
Single Family	\$110

	Multi-Family	\$110/building + \$20 per unit
	Re-Inspection fee	\$100 (1-3 units), \$50/unit (4+units)
	Rental Compliance Appeal Fee	\$50
	Re-Instatement Fee	\$50
	Delinquent Penalty (Sec 7-39, I. License Fees, City Ordinances)	15% of the amount of the license fee
7-14	Moving Structures - Moving permit per structure	\$100
	State Surcharge (per State Statute 326B.148)	\$1
<u>Shingling/ Roofing Permit</u>		
	One & Two Family Residences	\$90
	All Other Uses	Valuation x 1997 FS
	State Surcharge (per State Statute 326B.148)	\$1
<u>Siding Permit</u>		
	One & Two Family Residences	\$90
	Window Replace.	\$90
	All Other Uses	Valuation x 1997 FS
	State Surcharge (per State Statute 326B.148)	\$1
7-68	Electrical Permits, Inspections, and Fees	
<u>Residential</u>		
	Temporary Electrical Service	\$55
	Electrical - New Construction	\$210
	Panel Service Charge	\$125
	Lower Level (Basement Finish)	\$100
	One Trip/One Outlet Fee	\$55
	Additional Inspections	\$45
	Pool	\$100
	Hot tub/spa	\$55
	Sub Panel	\$85
	Solar Arrays	\$100
	Service Lateral (Conversion to underground/trench inspection)	\$55
	Off Peak Car Charger	\$55
	State Surcharge (per State Statute 326B.148)	\$1
<u>Commercial</u>		
	Electrical*	Valuation x 1.5% up to \$10,000, 1% above \$10,000
	State Surcharge (per State Statute 326B.148)	Project valuation x 326B.148 Fee Schedule
	*If contract cost x 1.5% is less than \$40 (one trip) or \$70 (two trips) then minimums must be paid.	
	<u>Commercial Fee Minimums:</u>	
	One Trip	\$40 + State Surcharge
	Two Trips	\$70 + State Surcharge
	Annual permit or audit for incidental electrical work done throughout year by master of record employed by a business entity	\$600
	Annual Permit State Surcharge	\$1
<u>Plumbing Permits</u>		
	Residential dwelling	\$99
	Alteration or additional fixtures	\$66
	Apartments/per unit	\$66
	Commercial/Industrial - New	\$155

Additional plumbing fixture	\$5 each
State Surcharge (per State Statute 326B.148)	\$1
Mechanical Permits	
Residential dwelling (per furnace)	\$90
HVAC Alteration/Change Out	\$54
Apartments	\$75
Commercial/Industrial	Valuation x 1997 FS
State Surcharge (per State Statute 326B.148)	\$1 or Project valuation x 326B.148 Fee Schedule

CHAPTER 10 - FIRE PREVENTION/PROTECTION

Fire prevention-Sprinkler review	
New construction	\$.015 x value of project
Existing/retrofit	\$.015 x value of project; minimum of \$54
State Surcharge (per State Statute 326B.148)	Project valuation x 326B.148 Fee Schedule
Police & Fire Alarm Charges	
False alarm charge	
Each false alarm in excess of 2	\$58
Each false alarm in excess of 5	\$112
Each false alarm in excess of 10	\$224

CHAPTER 11 - GARBAGE AND REFUSE

11-3	License fee	\$70
	Inspection fee for each vehicle (under 2 tons)	\$40
	Inspection fee for each vehicle (over 2 tons)	\$75

CHAPTER 14 - LICENSE AND BUSINESS REGULATIONS

Tobacco		
14-27	License fee (can not be prorated)	\$200
	Name or address change fee	\$20
Salvage Dealers		
14-30	Pawn Shop/Pawnbroker License	\$500
	Pawn transaction fee	\$1.15/transaction
14-45	License fee	\$60
Massage Establishments		
14-56	License fee-Massage therapist (Can Prorate)	\$55
Charitable Gambling		
14-100	Gambling license exemptions	\$45
	(MS 349.213 Subd. 1a) (Gambling license can not exceed \$100 by state regulation.)	
Fireworks		
14-112	Fireworks Display License Fee (Res 2010-162)	\$25
14-116	Fireworks-Sale of (Fee limits set by State Statute 624.20 Subd.1 (d))	
	Retailers selling only fireworks	\$350/yr
	Retailers selling fireworks in addition to other items	\$100/yr

CHAPTER 15 -MOTOR VEHICLES AND TRAFFIC

15-40	Parking Fine - 18 hr/specialty vehicles/trailers		\$50
15-44	Parking Fine - Snow Emergency Parking		\$50
15-60	Downtown 14-day Residential Parking Permit (Res. 2018-247)		\$100/yr
15-61	Parking Fine - All Other		\$25
15-82	Golf Cart Permits		\$150
	Golf Cart Permits (Physical Disability Qualification)		\$75
	Mini Truck Permits		\$75

CHAPTER 17 - OFFENSES

17-52.	Repeat Nuisance Calls		
	Petty misdemeanors & misdemeanors offenses	3rd call	\$250
		4th call	\$350
		5th call	\$450
	Gross misdemeanors and felonies	2nd call	\$1,000
		3rd call	\$2,500
		4th call	\$5,000

CHAPTER 18 - PARKS AND RECREATION

18-10	Keg permit		\$30
18-11	Liquor in parks (Beer)		\$20

CHAPTER 19 - PEDDLERS

	Peddlers License		\$50 per person
	Transient Merchant Permit		\$50 per person
19-10	Mobile Food Unit (Food Truck) Registration - Annual		\$50

CHAPTER 27 - TAXI

27-31	License fee		\$65
	Vehicle Fee - per vehicle		\$10 first, \$20 each additional

CHAPTER 28 - WATER, SEWER, & STORM WATER

Water Rates			
Monthly fixed water service access charge (based on meter size):			
	5/8" - 3/4"		\$13.80
	1"		\$15.10
	1 1/2"		\$25.45
	2"		\$29.15
	3"		\$79.00
	4"		\$91.70
	6"		\$121.40
Consumption:			
Residential/Multi-Family			
	0-12,000 gallons/month		\$0.002131/gal
	12,001-24,000 gallons/month		\$0.002390/gal

>24,000 gallons/month	\$0.002723/gal
Commercial	
0-50,000 gallons/month	\$0.002286/gal
50,001-300,000 gallons/month	\$0.002363/gal
>300,000 gallons/month	\$0.002644/gal
Industrial	
0-300,000 gallons/month	\$0.001689/gal
300,001-500,000 gallons/month	\$0.001942/gal
>500,000 gallons/month	\$0.002180/gal
Water via Fill Station	\$0.008268/gal
Bulk Water Fob Deposit	\$25.00
Water Meter	City cost rounded up to nearest dollar
Water Meter Testing Fee	\$175
Water Disconnection Processing Fee	\$70
(WATER, SEWER, & STORM WATER CONTINUED)	
Water Irrigation Meter Reshelving Fee	\$70
Water Disconnection/Reconnect Fee for service request	\$70
Water Meter/System Tampering Fee	\$125
Hydrant Connection Fee	\$100
Water Restriction Violation Fines	
1st Offense	Warning
2nd Offense	\$25
3rd Offense	\$50
4th Offense	\$100
5th Offense	Place restrictive device on sprinkler system and outside water tap
Lawn Watering Permit	No Charge
NOTE: Required to register newly sodded or planted lawns with Public Works Department	
Water Availability Charge	
Standard	\$1,500
Non-standard	\$5,665
Late Payment Fee	A penalty of ten percent (10%) of the amount of the consumer's water bill for water supplied by the municipal water system may be imposed on to any such bills that are delinquent.
Service Call Fee (Section 28-82)	\$100
Sewer Rates	
Residential	
Monthly Base Sewerage User Fee (\$/month)	\$10.20
Flow Charge	\$0.003756/gal
There are no sewer charges for a designated irrigation meter.	
Late Payment Fee	A penalty of ten percent (10%) of the amount of the consumer's sewer bill may be imposed on to any such bills that are delinquent.
Significant Industrial User (SIU)	

Monthly Fixed Charge	\$10.20
Flow Charge	*Flow Charge is per individual SIU contract
Surcharge/Credit Coefficients:	
CBOD5	\$0.2705/lb
TSS	\$0.3121/lb
NH3	\$0.0936/lb
TP	\$0.3745/lb
Penalties:	
Daily Limit per SIU contract	\$500.00
Monthly Limit per SIU contract	\$1,000.00
pH	\$100.00/incident
*SIUs who do not renew their contracts within 90 days of the expiration date will automatically and retroactively revert to the residential flow charge, plus any surcharges and penalties as outlined above.	
Sewer Availability Charge	
Standard	\$1,500
Non-standard	\$5,865

Storm Water Rates

Residential Lot Equivalent (RLE)	\$8.75/RLE
Late Payment Fee	A penalty of ten percent (10%) of the amount of the consumer's storm water bill may be imposed onto any such bills that are delinquent.
Residential Lot Equivalent (RLE) equals 3,500 square feet of impervious surface. Each single family residential property is considered to be one RLE. The Other Developed Properties will be individually assigned a certain number of RLEs based on property size, impervious surface, and calculated storm water run-off.	

Water Availability Charge (WAC) Units & Sewer Availability

Charge (SAC) Units

The City will adopt and use the Met-Council WAC & SAC schedule to determine the units for calculation of fees, excluding residential multifamily. Residential multifamily per unit (duplex, fourplex, apartments, etc.) 2 units=1 WAC/SAC.

<https://metro council.org/Wastewater-Water/Publications-And-Resources/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>

Water Reclamation Facility

Hauled Waste	\$40.80/1,000 gallons
Hauled Waste - Annual Registration	\$300

ADMINISTRATIVE FEES

Copy fees (100 pages or fewer)	\$.25/copy; \$.50/2-sided
Special requests from public for information requiring more than 100 pages	Charge hourly wage of lowest paid employee able to retrieve/copy data plus materials and mailing costs.
City Council packet (Available on website)	\$30
Copy of meeting DVD	\$10
Board/Commission packets	
Heritage Preservation Commission	\$20
Faribault HRA	\$25
Faribault EDA	\$25
Planning Commission	\$25
Ad Hoc Committee	\$15
Filing Fee for Mayor's Office & City Council (MS 205.13 Subd.3(b))	\$5

<u>Maps</u>	\$5
Color map (42 x 60)	\$30
Color map (24x36)	\$20
(ADMINISTRATIVE FEES CONTINUED)	
Color map (11x17)	\$5
Color map (8.5x11)	\$2
Custom made maps	\$25-\$50
<u>Project plans and specifications</u>	
Project costs < \$50,000	\$10/set
Project costs < \$50,000 - \$250,000	\$25/set
Project costs > \$250,000 - \$1,000,000	\$50/set
Project costs> \$1,000,000	\$75/set
Residential Lot Inventory (new document-multiple color pages)	\$20
Returned Payment Fee (<i>per MN Statute 604.113</i>)	\$30
Late payment fee charge for monthly recurring accounts receivable with delinquent balances.	A penalty of ten percent (10%) of the amount of the customer's bill may be imposed on to any such bills that are delinquent.
<u>Assessment Searches</u>	
2 day response	\$22
less than 2 day response	\$33
<u>Copies</u>	
Adopted Budget Book	\$30
Capital Improvement Plan	\$50
Annual Comprehensive Financial Report	\$30
<u>City Code Book (Available online)</u>	
Code supplements	Actual cost
New Code Book	\$150
Currency Exchange License application approval	\$110
<u>Airport Hangar Rent (based on 1 year lease-monthly lease add \$15 per month)</u>	
Building 2	\$206/Month
Building 3	\$206/month
Building 4	\$231/month
Building 5 - Heated	\$509/month
Building 5 - Unheated	\$318/month
Private hangar land lease (One time charge of \$100 linear front ft at start of lease)	\$0.1894/mpnth
Glider Trailer Storage Fee	\$275.00/Season
Airport Fuel Flowage Fee	\$0.0593/month
<u>Engineering Fees</u>	
1. Full engineering services - design, bidding, construction management including inter-agency coordination and permits as well as project inspection and staking.	15%
2. Bidding and construction management including inter-agency coordination and permits as well as project inspections and staking.	9%
3. General project administration, overview and limited inspection to insure compliance to City Standards and project acceptance by the City.	5%
<u>Right-Of-Way Management</u>	

1. Registration Fees	\$60
2. Excavation Permit Fees	
A. Hole - Paved Surface	\$90
B. Hole - Unpaved Surface	\$60
C. Hole - Emergency	\$60
D. Trenching or Directional Boring	\$10/100 l.f. + holes
3. Obstruction Permit Fee	\$45 + \$5/day
4. Permit Extension Fee	\$25 + \$10/day
5. Driveway/Second curbcut	\$30
Utility Restoration Administrative Charge	\$300/hr. - 2 hour minimum
Grading Permit Fee	\$50 without recorded Stormwater Operations and Maintenance Agreement \$100 with recorded Stormwater Operations and Maintenance Agreement.

Antenna Tower/Utility Pole Rental

Lease agreements are negotiated pursuant to rates, but subject to circumstances, technology, available space, etc.

Tenant's leasing space on City elevated tower or monopole.

1. One to three PCS or Cellular, Community, Repeater, RCC,

Multi-User, or Single User Antennas at same elevation.

\$5,500/year

2. Four to nine PCS or Cellular, Community, Repeater, RCC,

Multi-User, or Single User Antennas at same elevation.

\$16,500/year

a. Additional antenna

\$1,850/year

3. Additional Fees and Requirements

a. Microwave or Sat. Dish < 2' additional fee

\$500/year

b. Microwave or Sat. Dish 2-3' additional fee

\$750/year

c. Microwave or Sat. dish > 3' additional fee

\$950/year

d. Small Cell/Can Antenna/Antenna Tower/Utility Pole Rental

Up to \$150 per year rent

(1) Maintenance Fee

\$25 per year

(2) Electrical Service for nodes <= 100 watts

\$73 per radio node

(3) Electrical Service for nodes > 100 watts

\$182 per radio node

e. Limit one coaxial line per antenna, or add per additional coaxial line.

\$950/year

f. Initial consulting fee for review, mapping, study, etc. paid prior to review.

\$2,500

g. Initial landscape and restoration fee paid prior to construction

\$1,500

4. Utility Pole Rental (increase 2% per year)

\$1,948.37

(ADMINISTRATIVE FEES CONTINUED)**Subdivision Fees and Vacation Application Fees**

Minor Subdivision	\$100*
Preliminary plat	\$200+\$10/parcel*
Final plat	\$300+\$15/parcel*
Extend Deadline to Report Approved Plat	\$150
Minor Subdivision/Plat Escrow	\$1,500 - \$10,000
Vacation of street, easement, or other public reservation	\$350*
*Applicant shall pay the County recording fees and all City Attorney and City Consultant Costs.	

Zoning Application Fees

Conditional Use Permit (single-family residential)	\$300*
Conditional Use Permit (all other uses)	\$500*
Conditional Use Permit Amendment (All Uses)	\$300*
Interim Use Permit (All Uses)	\$500*
Interim Use Permit Amendment (All Uses)	\$300*
Ordinance Amendment	\$350*
PUD (Residential)	\$600*
PUD (All other uses; 0-5 acres)	\$750*
PUD (All other uses; 5-20 acres)	\$1,500*
PUD (All other uses; 20+ acres)	\$3,000*
PUD Amendment	\$300*
Rezoning of Property	\$350*
Site Plan Review	\$100
Site Plan Security (may be cash, certified check, performance bond, or irrevocable letter of credit-subject to City approval)	110% of improvements
Site Plan Escrow - for Required Driveway associated with Construction of or Replacement of Garage	\$1,000
Variance (Single-Family Residential)	\$300+\$50 each additional*
Variance (All other uses)	\$350+\$50 each additional*
*Applicant shall pay the County recording fees and all City Attorney and City Consultant Costs.	

Administrative Zoning Permit Fees

Home Occupation Permit (Original Application)	\$40 for first two years
Home Occupation Permit (Renewal)	\$25 for every two years after the first two years
Natural Landscape Permit	No Charge
Sign Permit (Under 100 sq. ft.)	\$60*
Sign Permit (100 sq. ft or more)	\$85*
Sign Permit, Structural Plan Review & Inspection Fee	\$100
Sign Permit, Sign Face Replacement (non-structural) Fee	\$25
Sign Permit (state surcharge for footing or electrical)	\$1
Sign Permit (Penalty for installation without a permit)	Double the Sign Permit
Zoning Certificate	\$25
Zoning Compliance Letter	\$30
Zoning Compliance Letter (Rush within two business days)	\$50

*Plus electrical inspection fees for lighted signs when applicable

*When there is more than one sign per wall or leased area frontage, each sign is charged seperately

Other Planning and Zoning Fees

Address change request from property owner	\$200
Annexation Petition	\$200+\$5/acre*
Annexation Escrow	\$10,000*
Comprehensive Plan Amendment	400*
EAW or EIS	300*
EAW or EIS Escrow	\$10,000+
Extension to record documents or start construction	\$150
*Applicant shall pay the County recording fees and all City Attorney and City Consultant Costs.	

Police Department Fees

Pictures (i.e. accident, burglary, etc.)	\$0.25/printed photo
Copies of police reports	\$.25/pg for first 100 pgs
Over 100 copies	Charge hourly wage of lowest paid employee able to retrieve/copy the data plus materials/mailling costs.
Copy of items put onto media file	\$12
Contract Off-Duty Work	\$85 per hour

Library Fees

Micro film copies	\$.15/sheet
Double sided	\$.30/sheet
Meeting Room (Non-profit groups - no charge)	\$30/4 hours
Photo copies	\$.15/sheet
3D Printing	\$0.10/gram of filament
Non-Residential Card Fee (Set by State)	\$40
Replacement cards	\$2
Payment for lost and damaged materials	Replacement cost
Obituary research	\$10/obituary
Headphones	\$1
Flash Drives	\$10

(ADMINISTRATIVE FEES CONTINUED)**Private Activity (Tax Exempt) Bonds Issuance**

<u>Administrative Fee</u>	<u>1/2 of 1% of the face amount of bond</u>
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Point of Sale Inspection

<u>Inspector license</u>	<u>\$113</u>
<u>Inspection fee</u>	
<u>Inspection fee</u>	<u>\$35</u>
<u>Additional visits</u>	<u>\$35</u>

Commercial and Industrial Development Program Application

<u>Application Fee</u>	
<u>Special Program Application Fee</u>	<u>\$150</u>
<u>Industrial Development Loan</u>	<u>\$350</u>
<u>Minnesota Investment Fund</u>	<u>\$350</u>
<u>Economic Development Revolving Fund</u>	<u>\$350</u>
<u>Micro Loan Program</u>	<u>\$100</u>

Tax Abatement Program

<u>Application fee</u>	<u>\$500</u>
<u>Tax Abatement escrow</u>	<u>\$10,000*</u>
<u>* Note: Applicants pay City's legal costs and consultant costs</u>	<u>Balance returned after City costs are recovered*</u>

Tax Increment Financing

<u>Application fee</u>	<u>\$500</u>
<u>Tax Increment Financing escrow</u>	<u>\$20,000*</u>
<u>* Note: Applicants pay City's legal costs and consultant costs</u>	<u>Balance returned after City costs are recovered*</u>

Recreation Center (periodically allows discounts up to 20% on programs for promotional purposes)

<u>Aquatics</u>	
<u>Lap swim punchcard (14 times)</u>	<u>\$50</u>
<u>Lap swim</u>	<u>\$5</u>
<u>Open swim-Ages 3 and up</u>	<u>\$4</u>
<u>Open swim family</u>	<u>\$14</u>
<u>Open swim punch card</u>	<u>\$48</u>
<u>3 month lap swim unlimited-Individual</u>	<u>\$85</u>
<u>Annual lap swim unlimited-Individual (Jan - Dec 31)</u>	<u>\$300</u>
<u>Pool rental-One hour</u>	<u>\$68</u>
<u>Birthday Party Rental (Room and Pool)</u>	<u>\$90</u>
<u>Swim lessons</u>	<u>\$40</u>
<u>Private swimming lessons</u>	
<u>1 Lesson</u>	<u>\$30</u>
<u>3 Lessons</u>	<u>\$72</u>
<u>5 Lessons</u>	<u>\$110</u>

<u>Semi-Private Lessons per one half hour (2 Students)</u>			
1 Session			\$45
3 Session			\$120
5 Session			\$185
<u>Water Fitness</u>			
14 classes/punchcard			\$50
Pay each time			\$5
<u>Fitness Room</u>			
<u>Weight room passes</u>	Individual	Couples	Family (5 Memebrs + \$10/member/month)
3 month	\$78	\$125	\$140
1 month	\$36	\$55	\$62
6 month	\$140	\$235	\$250
12 month	\$255	\$350	\$400
Daily	\$5		
Punchcard (14 Punches)	\$50		
Personal Training	varies		
<u>All Around Pass</u>			
1 month	\$44	\$75	\$82
3 month	\$115	\$195	\$215
6 month	\$215	\$355	\$380
12 month	\$380	\$590	\$630
<u>Aerobics</u>			
Punch Card (14 times)	\$50		
Daily rate	\$5		
<u>Locker Rooms</u>			
Daily lock rental	\$0		
1 Month - Small Locker	\$7		
1 Month - Large Locker	\$8		
2 Months - Small Locker	\$9		
3 Months - Small Locker	\$12		
3 Months - Large Locker	\$14		
4 Months - Small Locker	\$14		
4 Months - Large Locker	\$16		
5 Months - Small Locker	\$18		
(ADMINISTRATIVE FEES CONTINUED)			
5 Months - Large Locker	\$20		
6 Months - Small Locker	\$23		
6 Months - Large Locker	\$25		
<u>Miscellaneous fees and charges</u>			
Noon time adult basketball-Daily fee	\$4		
Open Gym	\$4		
Open Gym Punchcard (14 Punches)	\$48		
Sauna Punchcard (14 punches)	\$48		
Sauna Only	\$5		

Pickle Ball Punchcard (14 punches)		\$48
Pickleball - Daily		\$5
<u>Youth programs</u>		
<u>Youth Sports (indoor soccer, bitty basketball, youth basketball, floor hockey)</u>		
4 sessions		\$28
6 sessions		\$35
8 sessions		\$42
Flag football		\$42
Cub football		\$52
Summer Ball (includes all youth summer ball programs)		\$40
Baseball		\$50
Hershey track		\$25
Safety Camp		\$50
<u>Youth Camps - 3 1/2 to 8 years</u>		
4 Sessions		\$30
6 Sessions		\$42
Science Camp		\$34
Fun Center	Drop In	\$10
	2 weeks Morning	\$34
	Afternoon	\$42
	Full Day	\$65
	3 Week Morning	\$46
	Afternoon	\$58
	Evening	\$92
Tennis		\$45
Youth volleyball		\$40
Spirit Team		\$32
<u>Adult Programs</u>		
<u>TKD (Taekwondo) (10 punchcard)</u>		
20 Punchcard		\$90
40 Punchcard		\$140
3 on 3 basketball		\$185
Racquetball league		\$40
<u>Racquetball</u>		
Daily		\$5 PP/Hr
1 Month		\$32
Punchcard (14 Punches)		\$50
<u>Adult volleyball</u>		
Adult volleyball double headers		\$35/game
Beginner golf		\$60
<u>Softball (team fee)</u>		
Plus men 20 games		\$35/game
Plus other leagues 12G		\$35/game
Fall Softball (10 games)		

<u>Team</u>	\$35/game
Teen softball league	\$300
<u>Drop-In Programs</u>	
<u>Ice Arena</u>	
<u>Public skating</u>	
Individual	\$5
Family	\$18
Punchcard (14 Punches)	\$50
Ice skating lessons	negotiable

Faribault Family Aquatic Center

General Admission at Entrance	\$7 w/tax
Active Military Rate	\$5 w/tax
Admission After 5:00 pm	\$5 w/tax
<u>Resident Discount Passes</u>	
10 passes	\$60 + tax
20 passes	\$115 + tax
30 passes	\$150 + tax
<u>Non-Resident Discount Passes</u>	
10 passes	\$60 + tax
<u>Season Passes</u>	
Individual	\$80 + tax
Family (2A, 2Y Plus \$20 any extra immediate family members)	\$175 + tax + addtl members

Preseason sale - 10% discount until May 15 for season tickets and discount tickets

(ADMINISTRATIVE FEES CONTINUED)

Pool Rental (Before or After hours) per hour rates	\$300 per hour + tax
Free Day on 3rd Wednesday in June	

Park Shelter Reservation Fee

Full day	\$55
Entire park (Not North or South Alexander)	\$300

Facility Rent

<u>Regular Hours</u>	
Class rooms	\$25/hour
Gymnasium	\$40/hour
<u>After or Before hours</u>	
Class rooms	\$40/hour
Gymnasium	\$55/hour
<u>Washington Center</u>	
Hourly rental - full facility	\$70/hour
<u>Community Center (includes 2 hrs pool)</u>	
1 hour	\$85

<u>Over night</u>	\$500
<u>Armory Building</u>	
Class rooms	\$30
Gymnasium - 1 court = 1/2 gym	\$30
Gymnasium - 2 courts = full gym	\$60
<u>Buckham West</u>	
Dining Hall and Activity Room - during regular hours	\$25/hour
Dining Hall and Activity Room - before or after regular hours	\$35/hour
Conference Room - during regular hours	\$50/hour
Conference Room - before or after regular hours	\$65/hour
Commons Area - during regular hours	\$50/hour
Commons Area - before or after regular hours	\$60/hour
Small Offices - during regular hours	\$15/hour
Small Offices - before or after regular hours	\$20/hour
Rental Deposit (Refundable)	\$100
Military Discount (Families)	10%

CITY OF FARIBAULT

RESOLUTION #2024-208

ESTABLISHING A FEE SCHEDULE FOR ADMINISTRATIVE CITATIONS

WHEREAS, the City Council recently enacted an Administrative Citations Ordinance establishing an administrative process for violations of the Faribault Code of Ordinances; and

WHEREAS, the Council must adopt a fee schedule establishing penalties for such violations.

NOW, THEREFORE BE IT RESOLVED, that the attached fee schedule, Attachment A is hereby adopted.

Date Adopted: October 22, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Attachment A
Administrative Penalty Fee Schedule

City Code Section	Description of Violation	Penalty Amount
Chapter 7	All violations, except otherwise stated	\$ 100.00
Chapter 10	All violations, except otherwise stated	\$ 100.00
Chapter 11	All violations, except otherwise stated	\$ 100.00
Chapter 12	All violations, except otherwise stated	\$ 100.00
Chapter 14	All violations, except otherwise stated	\$ 100.00
Chapter 16	All violations, except otherwise stated	\$ 100.00
Chapter 16	Exposed accumulation of decayed or unwholesome food or vegetable matter	\$ 50.00
Chapter 16	Public nuisances affecting health	\$ 50.00
Chapter 16	All noxious weeds and other rank growths of vegetation upon public or private property, except as otherwise permitted by chapter 31 of the City Code	\$ 50.00
Chapter 16	Dense smoke, noxious fumes, gas and soot or cinders in unreasonable quantities	\$ 50.00
Chapter 19	All violations, except otherwise stated	\$ 100.00 per day
Chapter 25	All violations, except otherwise stated	\$ 100.00
Chapter 27	All violations, except otherwise stated	\$ 100.00
Chapter 28	All violations, except otherwise stated	\$ 100.00
Chapter 28	Stormwater Pollution Prevention and Wetland Protection	\$ 100.00 per day/per violation
Chapter 28	Illicit Discharge and Illicit Connections to the Storm Drain System	\$ 100.00 per day
Chapter 31	All violations, except otherwise stated	\$ 50.00
UDO	All violations, except otherwise stated	\$ 100.00

EXHIBIT A - Resolution 2024-XXX
DRAFT 2025 FEES, CHARGES AND UTILITY RATES

CHAPTER 4 - ALCOHOLIC BEVERAGES

Intoxicating 4-15

On-Sale Liquor (City Code Sec 4-15 (a) (2)) (State Statute 340A.408 Subd. 2).....	\$3,896
A Public Hearing is required to increase non-state regulated liquor license fees according to State Statute 340A.408 Subd. 3a; fee set by City but subject to limits; fee intended to cover costs of issuing, inspecting, and other directly related costs of enforcement.	
Low Volume Liquor (Res. 2009-210).....	\$2,000
Sunday On-Sale (State Statute 340A.504) (cannot pro-rate).....	\$200
Theater On-Sale (Ord. 2009-04) (License includes Sundays).....	\$500
Limited Culinary On-Sale (Ord. 2009-05) (License does not include Sundays).....	\$300
Club On-Sale (State regulated, fees set by State Statute 340A.408, Subd. 3a (2) & Subd.3c)	
Membership of 200 or less	\$300
Membership between 201 & 500	\$500
Membership between 501 & 1,000	\$650
Membership between 1,001 & 2,000	\$800
Membership between 2,001 & 4,000	\$1,000
Membership between 4,001 & 6,000	\$2,000
Membership of 6,001 or more	\$3,000
Off-Sale Liquor (State regulated, fees set by State Statute 340A.408, Subd. 3a (2) & Subd. 3c)	\$560
\$100 refunded if conditions set out in State Statute are met.	
Wine Sale (State Statute 340A.408 2c).....	\$1,671
Wine fee cannot exceed 1/2 On-Sale Liquor License fee or \$2,000, whichever is less.	
Theater Wine (Ord. 2009-04).....	\$200
Temporary On-Sale Intoxicating Liquor (City Code Sec 4-15 a. (9) - up to 4 days).....	\$35/day
Consumption & Display Permits (Setup) (State Statute 340A.414 Subd. 6).....	\$300 (plus \$150 State fee)
Consumption/Display Permits cannot exceed \$300 by state regulation.	
One-day Consumption & Display Permit (Setup) (State Statute 340A.414 Subd. 9) (Limit 10/year)	
(Cannot exceed \$25 by state regulation)	\$25

4-15 Malt Liquor (3.2%)

On-Sale License (3.2% Beer) (may pro-rate) Annual Fee - set by City Code (Sec. 4-15 (a) (1))	\$200
Theater On-Sale Malt Liquor-3.2% Beer (Ord. 2009-04).....	\$100
Off-Sale License (3.2% Beer) (may pro-rate) Annual fee - set by City Code (Sec. 4-15 (a) (1)).....	\$100
Temporary On-Sale License (3.2% Beer) City Code Sec. 4-15 (a) (9).....	\$50/day up to 7 days
Address Change for 3.2% Licenses	\$20

4-25 Brewery and Taproom

Brewer Taproom License (Res. 2014-036).....	\$600
Small Brewer License (Res. 2014-036).....	\$200

4-25 Micro-Distillery

Distiller and Cocktail Room License	\$600
Small Distiller License	\$200

Investigation Fees - City Code 4-15 (f) (State Statute 340A. 412, subd 2 limits to \$500)

Investigation – In-State (Liquor, Wine, Beer)	\$500
Investigation – Out-of-State (Liquor, Wine, Beer)	Actual Cost Not to Exceed \$10,000
Renewal Application Late	\$100

CHAPTER 5 – AMUSEMENTS

5-57 Dances

Temporary Public Dance License	\$25
License Transfer	\$20

CHAPTER 6 - ANIMALS AND FOWL

Animals

6-49 Board	\$35/day
6-24 Voluntary Disposal of Dog	\$50
6-36 Kennel License	\$150
Prescribed Grazing & Beekeeping	See Zoning Compliance Certificate

CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS

Building Permits

7-16 Uniform Building Code Permit Plan

Checking for Commercial Building Plan Review	65% of Permit Fee
Residential Plan Check	50% of Permit Fee
Reinspection - Additional Visits (Second Reinspection and Thereafter)	\$54
License Verification	\$1
Special Inspection	\$54
In-ground Pool	\$120
Above-ground Pool	\$60
Demolition Permit (\$1,500 Escrow for Land Restoration)	\$54
Building Without Permit	Double the Permit Fee
Solar Installations	\$110
State Surcharge (State Statute 326B.148)	\$1 Minimum
Manufactured Home Set-up (Footing/Foundation)	\$112
Manufactured Home Set-up (Complete)	\$290

7-39 Rental Property License Fees

Single Family	\$110
Multi-Family	\$110 per building + \$20 per unit
Re-Inspection	\$100 (1-3 units), \$50 per unit (4+units)
Rental Compliance Appeal	\$50
Re-Instatement of License	\$50
Delinquent Penalty (Sec 7-39, 1. License Fees, City Ordinances)	15% of the amount of the license fee

7-14 Moving Structures

Moving Permit per Structure	\$100
State Surcharge (State Statute 326B.148)	\$1

Shingling/ Roofing Permit

One-Family and Two-Family Residences	\$90
All Other Uses Valuation x 1997 FS	
State Surcharge (per State Statute 326B.148)	\$1

Siding Permit

One-Family and Two-Family Residences	\$90
Window Replacement	\$90
All Other Uses	Valuation x 1997 FS
State Surcharge (State Statute 326B.148)	\$1

7-68 Electrical Permits, Inspections, and Fees

Residential

Electrical - Temporary Service.....	\$55
Electrical - New Construction.....	\$210
Panel Service Charge	\$125
Lower Level (Basement Finish)	\$100
One Trip/One Outlet	\$55
Additional Inspections	\$45
Pool.....	\$100
Hot Tub/Spa.....	\$55
Sub Panel	\$85
Solar Arrays	\$100
Service Lateral (Conversion to Underground/Trench Inspection).....	\$55
Off-peak Car Charger	\$55
State Surcharge (State Statute 326B.148)	\$1

Commercial

Electrical	Valuation x 1.5% up to \$10,000, 1% above \$10,000
If contract cost x 1.5% is less than \$40 (one trip) or \$70 (two trips) then minimum must be paid.	
State Surcharge (per State Statute 326B.148)	Project valuation x 326B.148 Fee Schedule

Commercial Fee Minimums

One Trip	\$40 + State Surcharge
Two Trips	\$70 + State Surcharge
Annual Permit or Audit for Incidental Electrical Work Done Throughout Year by Master of Record Employed by a Business Entity.....	\$600
Annual Permit State Surcharge	\$1

Plumbing Permits

Residential Dwelling	\$99
Alteration or Additional Fixtures	\$66
Apartments/Unit	\$66
Commercial/Industrial - New	\$155
Additional Plumbing Fixture	\$5 Each
State Surcharge (State Statute 326B.148)	\$1

Mechanical Permits

Residential Dwelling/Furnace	\$90
HVAC Alteration/Change Out	\$54
Apartments	\$75
Commercial/Industrial	Valuation x 1997 FS
State Surcharge (State Statute 326B.148)	\$1 or Project Valuation x 326B.148 Fee Schedule

CHAPTER 10 - FIRE PREVENTION/PROTECTION

Fire Prevention - Sprinkler Review

Sprinkler Plan Review	2% of value of Project
New Construction	\$.015 x value of project
Existing/Retrofit.....	\$0.015 x Value of Project; minimum of \$54
State Surcharge (State Statute 326B.148)	Project Valuation x 326B.148 Fee Schedule

Police & Fire Alarm Charge

Each False Alarm in Excess of 2	\$58
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Each False Alarm in Excess of 5	\$112
Each False Alarm in Excess of 10	\$224

CHAPTER 11 - GARBAGE AND REFUSE

11-3 License and Inspection

Garbage and Refuse Hauler License.....	\$70
Garbage and Refuse Hauler Vehicle Inspection (Per Vehicle - Under 2 Tons)	\$40
Garbage and Refuse Hauler Vehicle Inspection (Per Vehicle - Over 2 Tons)	\$75

CHAPTER 14 - LICENSE AND BUSINESS REGULATIONS

4-27 Tobacco

Tobacco License (cannot pro-rate)	\$200
Tobacco License Name or Address Change	\$20

14-30 Salvage Dealers

14-45 Salvage Dealer License.....	\$60
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14-142 Pawnbrokers

Pawn Shop/Pawnbroker License	\$500
Pawn Transaction	\$1.15/Transaction

14-56 Massage Establishments

Massage Therapist License (may pro-rate)	\$55
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14-100 Charitable Gambling

Gambling License Exemptions	\$45
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14-112 Fireworks

Fireworks Display License Fee (Res 2010-162)	\$25
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14-116 Fireworks - Sale of (Limits set by State Statute 624.20 Subd.1 (d))

Retailers Selling Only Fireworks	\$350/yr
Retailers Selling Fireworks in Addition to Other Items	\$100/yr

CHAPTER 15 - MOTOR VEHICLES AND TRAFFIC

15-40 Parking Fine - 18 hr/Specialty Vehicles/Trailers	\$50
15-44 Parking Fine - Snow Emergency Parking	\$50
15-60 Downtown 14-day Residential Parking Permit (Res. 2018-247).....	\$100/yr
15-61 Parking Fine - All Other	\$25
15-82 Golf Cart Permits	\$150
15-82 Golf Cart Permits (Physical Disability Qualifications)	\$75
15-82 Mini Truck Permits	\$75

CHAPTER 17 - OFFENSES

17-52 Repeat Nuisance Calls

Petty Misdemeanors & Misdemeanors Offenses	
3rd Call	\$250
4th Call.....	\$350
5th Call.....	\$450
Gross Misdemeanors and Felonies	
2nd Call.....	\$1,000

3rd Call	\$2,500
4th Call	\$5,000

CHAPTER 18 - PARKS AND RECREATION

18-10 Liquor and Non-intoxicating Malt Liquor Permitted in Alexander Faribault Park (North Alexander) Under Certain Conditions	
Keg Permit	\$30
Liquor in Parks (Beer)	\$20

CHAPTER 19 - PEDDLERS

Peddlers License	\$50 per person
Transient Merchant Permit	\$50 per person
Mobile Food Unit (Food Truck) Annual Registration (City Code Sec. 19-10)	\$50

CHAPTER 27 – VEHICLES FOR HIRE

Vehicle for Hire License (City Code Sec. 27-31)	\$65
Vehicle for Hire - Per Vehicle	\$10 first, \$20 each additional

CHAPTER 28 - WATER, SEWER, & STORM WATER

Water Rates

Monthly Fixed Water Service Access Charge (Based on Meter Size):

5/8" - 3/4"	\$14.21
1"	\$15.55
1 1/2"	\$26.21
2"	\$30.02
3"	\$81.37
4"	\$94.45
6"	\$125.04

Consumption - Residential/Multi-Family

0-12,000 gallons/month	\$0.002195/gal
12,001-24,000 gallons/month	\$0.002462/gal
>24,000 gallons/month	\$0.002805/gal

Consumption - Commercial

0-50,000 gallons/month	\$0.002355
50,001-300,000 gallons/month	\$0.002434/gal
>300,000 gallons/month	\$0.002723/gal

Consumption - Industrial

0-300,000 gallons/month	\$0.001740/gal
300,001-500,000 gallons/month	\$0.002000/gal
>500,000 gallons/month	\$0.002245/gal

Water Via Fill Station	\$0.008516gal
Bulk Water Fob Deposit	\$25
Water Meter	City Cost Rounded Up to Nearest Dollar

Water Meter Testing	\$200
Water Disconnection Processing	\$75
Water Irrigation Meter Reshelving	\$75
Water Disconnection/Reconnect for Service Request	\$75

Water Meter/System Tampering	\$130
Hydrant Connection	\$125
Backflow device & meter deposit.....	\$250
Backflow device & meter rental.....	\$20/day

Water Restriction Violation Fines

1st Offense	Warning
2nd Offense	\$25
3rd Offense	\$50
4th Offense	\$100
5th Offense	Place Restrictive Device on Sprinkler System and Outside Water Tap
Lawn Watering Permit	No Charge

NOTE: Required to register newly sodded or planted lawns with Public Works Department

Water Availability Charge

Standard	\$1,500
Non-standard	\$5,665

Late Payment: A penalty of ten percent (10%) of the amount of the consumer's water bill for water supplied by the municipal water system shall be imposed on any such bills that are delinquent.

Service Call (City Code Sec. 28-74)	\$125
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Sewer Rates

Residential	
Monthly Base Sewerage User Fee (\$/month).....	\$10.40
Flow Charge	0.003831/gal
Designated Irrigation Meter.....	No Sewer Charges for a Designated Irrigation Meter

Late Payment: A penalty of ten percent (10%) of the amount of the consumer's sewer bill shall be imposed on any such bills that are delinquent.

Sewer Rates Significant Industrial User (SIU)

Monthly Fixed Charge.....	\$10.40
Flow Charge	Per individual SIU contract

Surcharge/Credit Coefficients

CBOD5	\$0.2759/lb
TSS.....	\$0.3247/lb
NH3.....	\$0.0974/lb
TP	\$0.3896/lb

Penalties:

Daily Limit Per SIU Contract	\$500
Monthly Limit Per SIU Contract.....	\$1,000
pH	\$100/incident

*SIUs who do not renew their contracts within 90 days of the expiration date will automatically and retroactively revert to the residential flow charge, plus any surcharges and penalties as outlined above.

Sewer Availability Charge

Standard	\$1,500
Non-standard	\$5,865

Storm Water Rates

Residential Lot Equivalent (RLE).....\$9.63/RLE

Late Payment: A penalty of ten percent (10%) of the amount of the consumer's storm water bill may be imposed onto any such bills that are delinquent.

Residential Lot Equivalent (RLE) equals 3,500 square feet of impervious surface. Each single-family residential property is considered to be one RLE. The other developed properties will be individually assigned a certain number of RLEs based on property size, impervious surface, and calculated storm water run-off.

Water Availability Charge (WAC) Units & Sewer Availability Charge (SAC) Units

The City will adopt and use the Met-Council WAC & SAC schedule to determine the units for calculation of fees, excluding residential multifamily. Residential multifamily per unit (duplex, fourplex, apartments, etc.) 2 units=1 WAC/SAC.

<https://metro council.org/Wastewater-Water/Publications-And-Resources/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>

Water Reclamation Facility

Hauled Waste \$41.61/1,000 gallons

Hauled Waste - Annual Registration.....

ADMINISTRATIVE FEES

Copies

Copies (100 pages or fewer)..... \$.25/copy; \$.50/2-sided

Special requests from the public for information requiring more than 100 pages will be charged at the hourly wage of lowest paid employee able to retrieve/copy data plus materials and mailing costs.

Adopted Budget Book.....\$30

Annual Comprehensive Financial Report\$30

Capital Improvement Plan.....\$50

City Code Book Available Online.....\$0

City Code Book (Printed)\$150

Code Supplements Actual Cost

City Council Packet (Available on website).....\$30

Copy of Meeting – DVD Format.....\$10

Filing for Mayor's Office & City Council (State Statute 205.13 Subd.3(b)).....\$5

Board/Commission Packets

Heritage Preservation Commission\$20

Faribault HRA\$25

Faribault EDA\$25

Planning Commission\$25

Ad Hoc Committee.....\$15

Maps

Maps\$5

Color map (42 x 60)\$30

Color map (24x36)\$20

Color map (11x17)\$5

Color map (8.5x11)\$2

Custom made maps.....\$25-\$50

Project plans and specifications

Project costs < \$50,000	\$10/set
Project costs < \$50,000 - \$250,000	\$25/set
Project costs > \$250,000 - \$1,000,000	\$50/set
Project costs > \$1,000,000	\$75/set
Residential Lot Inventory (new document-multiple color pages)	\$20
Returned Payment (per State Statute 604.113)	\$30

Late Payment for Recurring Accounts Receivable Accounts: A penalty of ten percent (10%) of the amount of the customer's bill may be imposed on any such bills that are delinquent.

Assessment Searches

Standard response 2-5 business days.....	\$22
Rush response within 2 business days.....	\$33

Currency Exchange License Application Approval.....\$110

Airport Hangar Rent (based on 1-year lease – for monthly lease add \$15 per month)

Building 2	\$216.30/Month
Building 3	\$216.30/month
Building 4	\$242.55/month
Building 5 Unheated	\$333.90/month
Building 5 Heated	\$534.45/month
Private Hangar Land Lease (One-time charge of \$100 linear front ft at start of lease)	\$0.1989/month
Glider Trailer Storage.....	\$288.75/Season
Glider Trailer Storage Off Season (November 15 th to March 15 th).....	\$500.00/month
Airport Fuel Flowage.....	\$0.0623/month

Engineering Fees

Full Engineering Services - Design, Bidding, Construction Management Including Inter-Agency Coordination and Permits As Well As Project Inspection and Staking.15%

Bidding and Construction Management Including Inter-Agency Coordination and Permits As Well As Project Inspections and Staking.....9%

General Project Administration, Overview and Limited Inspection to Ensure Compliance to City Standards and Project Acceptance by the City.....5%

Right-Of-Way Management Registration

\$60

Excavation Permit

Hole - Paved Surface.....\$90

Hole - Unpaved Surface.....\$60

Hole - Emergency

\$60

Trenching or Directional Boring

\$10/100 l.f. + holes

Obstruction Permit

\$45 + \$5/day

Permit Extension.....

\$25 + \$10/day

Driveway/Second Curb Cut.....

\$30

Sidewalk/Driveway Repalcement.....\$30

Utility Restoration Administrative Charge

\$300/hr. - 2 hr. minimum

Grading Permit without Recorded Stormwater Operations and Maintenance Agreement.....\$50

Grading Permit with Recorded Stormwater Operations and Maintenance Agreement.....\$100

Antenna Tower/Utility Pole Rental

Lease agreements are negotiated pursuant to rates, but subject to circumstances, technology, available space, etc.

Tenant's Leasing Space on City Elevated Tower or Monopole

One to Three PCS or Cellular, Community, Repeater, RCC,Multi-User, or Single User Antennas at Same Elevation.....	\$5,500/year
Four to Nine PCS or Cellular, Community, Repeater, RCC,.....Multi-User, or Single User Antennas at Same Elevation.....	\$16,500/year
Additional Antenna.....	\$1,850/year
Microwave or Sat. Dish < 2' additional fee	\$500/year
Microwave or Sat. Dish 2-3' additional fee.....	\$750/year
Microwave or Sat. dish > 3' additional fee	\$950/year
Small Cell/Can Antenna/Antenna Tower/Utility Pole Rental.....	Up to \$150 per year rent
Maintenance	\$25 per year
Electrical Service for nodes <= 100 watts.....	\$73 per radio node
Electrical Service for nodes > 100 watts.....	\$182 per radio node
Limit One Coaxial Line Per Antenna or Add Per Additional Coaxial Line.....	\$950/year
Initial Consulting for Review, Mapping, Study, etc. - Paid Prior to Review.....	\$2,500
Initial Landscape and Restoration - Paid Prior to Construction	\$1,500
Utility Pole Rental (increase 2% per year)	\$1,948.37

Subdivision Fees and Vacation Application Fees

Minor Subdivision	\$350
Preliminary Plat.....	\$650+\$25/parcel*
Final Plat.....	\$500+\$25/parcel*
Extend Deadline to Report Approved Plat	\$250
Minor Subdivision/Plat Escrow.....	\$1,500 - \$10,000
Vacation of Street, Easement or Other Public Reservation	\$500*

*Applicant shall pay the County recording fees and all City Attorney and City Consultant Costs.

Zoning Application Fees

Certificate of Appropriateness.....	\$150
Conditional Use Permit	\$550*

Interim Use Permit	\$550*
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Ordinance Amendment.....	\$550*
PUD	\$800*
PUD Amendment.....	\$500*
Rezoning of Property	\$450*
Site Plan Review.....	\$600

Site Plan Security 110% of Improvements
(Security in the form of cash, certified check, performance bond, or irrevocable letter of credit, subject to City approval)

Site Plan Escrow - for Required Driveway Associated with Construction of/or Replacement of Garage	\$1,000
Variance (Single-Family Residential)	\$300+\$50 each additional*
Variance (All other uses)	\$350+\$50 each additional*

*Applicant shall pay the County recording fees and all City Attorney and City Consultant Costs.

Administrative Zoning Permit Fees

Home Occupation Permit (Original Application)	\$500
Home Occupation Permit (Renewal)	\$25 for every two years after the first two years
Sign Permit	\$100*
Sign Permit, Structural Plan Review & Inspection	\$100
Sign Permit, Sign Face Replacement (Non-structural)	\$25
Sign Permit (State Surcharge for Footing or Electrical)	\$1
Sign Permit (Penalty for Installation Without a Permit)	Double the Sign Permit
Zoning Certificate	\$75
Zoning Compliance Letter	\$75

*Plus electrical inspection fees for lighted signs when applicable

*When there is more than one sign per wall or leased area frontage, each sign is charged separately

Other Planning and Zoning Fees

Address Change Request from Property Owner	\$100
Annexation Petition	\$500
Annexation Escrow	\$10,000*
Comprehensive Plan Amendment	\$750*
EAW or EIS	\$500*
EAW or EIS Escrow	\$10,000+
Extension to Record Documents or Start Construction	\$150

*Applicant shall pay the County recording fees and all City Attorney and City Consultant Costs.

Police Department Fees

Photos (i.e. accident, burglary, etc.)	\$0.25/printed photo
Copies of Police Reports	\$.25/pg for first 100 pgs
Over 100 Copies	Charge hourly wage of lowest paid employee able to retrieve/copy the data plus materials/mailling costs.
Copy of Items Put onto Media File	\$12
Contract Off-Duty Work	\$90 per hour

Library Fees

Microfilm Copies	\$.15/sheet
Microfilm Copies (Double-sided)	\$.30/sheet
Meeting Room (Non-profit Groups - No Charge)	\$30/4 hours
Copies	\$.15/sheet
3D Printing	\$0.10/gram of filament
Non-Residential Card (Set by State Statute)	\$40
Replacement Cards	\$2
Payment for Lost and Damaged Materials	Replacement cost
Obituary Research	\$10/obituary
Headphones	\$1

Flash Drives	\$10
Discarded Materials Sale Shelf	Paperbacks \$0.25; Hardcover \$0.50; Books on CD \$2.00; DVDs \$1.00; Music CDs \$0.50

Private Activity (Tax Exempt) Bonds Issuance

Administrative Fee	1/2 of 1% of the face amount of bond
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Point of Sale Inspection

Inspector License	\$113
Inspection	\$35
Additional Visit	\$35

Commercial and Industrial Development Program Application

Special Program Application	\$150
Industrial Development Loan	\$350
Minnesota Investment Fund	\$350
Economic Development Revolving Fund	\$350
Micro Loan Program	\$100

Tax Abatement Program

Application	\$500
Tax Abatement Escrow	\$10,000*

*Applicants pay City's legal costs and consultant costs. Balance returned after City costs are recovered.

Tax Increment Financing

Application	\$500
Tax Increment Financing Escrow	\$20,000*

*Applicants pay City's legal costs and consultant costs. Balance returned after City costs are recovered.

Recreation Center (Periodically allows discounts up to 20% on programs for promotional purposes)

Aquatics

Lap Swim Punch Card (14 times)	\$53
Lap Swim - Individual	\$5
Open Swim - Ages 3 and up	\$4
Open Swim - Family	\$14
Open Swim Punch card (14 Punches)	\$48
3 - Month Lap Swim Unlimited - Individual	\$90
Annual Lap Swim Unlimited - Individual (Jan - Dec 31)	\$330
Pool Rental - One Hour	\$75
Birthday Party Rental (Room and Pool)	\$100
Swim Lessons	\$45
Private Swimming Lesson - 1 Lesson	\$40
Private Swimming Lesson - 3 Lessons	\$90
Private Swimming Lesson - 5 Lessons	\$130
Semi-Private Lessons Per One-half Hour (2 Students) 1 Session	\$65
Semi-Private Lessons Per One-half Hour (2 Students) 3 Sessions	\$140
Semi-Private Lessons Per One-half Hour (2 Students) 5 Sessions	\$210
Water Fitness Punch Card (14 Punches)	\$53

Water Fitness (Pay Per Visit).....\$5

Fitness Room

Weight Room Passes	Individual	Couples	Family (5 Members + \$10/member/month)
Same Household			
1 month	\$40	\$60	\$62
3 months	\$90	\$144	\$140
6 months	\$170	\$275	\$250
12 months	\$300	\$400	\$400

Daily\$6

Punch Card (14 Punches)\$53

Personal Training..... varies

All Around Pass	Individual	Couples	Family (4 Members + \$20/member/month)
Same House Hold			
1 month	\$48	\$85	\$95
3 months	\$120	\$210	\$240
6 months	\$230	\$380	\$416
12 months	\$400	\$640	\$670

Aerobics - Individual

Daily\$6

Punch Card (14 Punches)\$53

Locker Rooms

Daily lock rental	\$0
1 Month - Small Locker	\$7
1 Month - Large Locker	\$8
2 Months - Small Locker	\$9
3 Months - Small Locker	\$12
3 Months - Large Locker	\$14
4 Months - Small Locker	\$14
4 Months - Large Locker	\$16
5 Months - Small Locker	\$18
5 Months - Large Locker	\$20
6 Months - Small Locker	\$23
6 Months - Large Locker	\$25

Miscellaneous

Noon Time Adult Basketball - Daily	\$4
Open Gym	\$4
Open Gym Punch Card (14 Punches)	\$48
Sauna Punch Card (14 punches)	\$53
Sauna Only	\$6
Pickle Ball Punch Card (14 punches)	\$53
Pickleball - Daily	\$5

Youth Programs

Youth Sports - 4 sessions (Indoor Soccer, Bitty Basketball, Youth Basketball, Floor Hockey)	\$32
Youth Sports - 6 Sessions (Indoor Soccer, Bitty Basketball, Youth Basketball, Floor Hockey)	\$40
Youth Sports - 8 sessions (Indoor Soccer, Bitty Basketball, Youth Basketball, Floor Hockey)	\$46
Flag Football	\$45

Cub Football	\$55
Summer Ball (Includes All Youth Summer Ball Programs)	\$43
Baseball	\$50
Hershey Track	\$25
Safety Camp	\$53

Youth Camps

Youth Camps - 4 Sessions - 3 1/2 to 8 years	\$32
Youth Camps - 6 Sessions - 3 1/2 to 8 years	\$42
Science Camp	\$40

Fun Center

Drop In (Daily)	\$10
2 Weeks - Morning	\$36
2 Weeks - Afternoon	\$45
2 Weeks - Full Day	\$70
3 Weeks - Morning	\$54
3 Weeks - Afternoon	\$65
3 Weeks - Evening	\$92

Tennis	\$45
Youth Volleyball	\$40
Volleyball Camp (per Day)	\$10
Youth Pickleball	\$28
Youth Soccer, hockey & Bitty Basketball weekday	\$35
Weekend	\$28
Spirit Team	\$32

Adult Programs

TKD (Taekwondo) Punch Card (10 Punches)	\$55
TKD (Taekwondo) Punch Card (20 Punches)	\$100
TKD (Taekwondo) Punch Card (40 Punches)	\$150
3-on-3 Basketball	\$185
Racquetball League	\$45
Racquetball - Daily	\$5 Per Person/Hr
Racquetball - 1 Month	\$32
Racquetball Punch Card (14 Punches)	\$53
Adult Volleyball	\$38/game
Adult Volleyball Double-headers	\$38/game
Beginner Golf	\$60
Enrichment	Negotiable

Softball (Team)

Plus Men 20 Games	\$38/game
Plus Other Leagues 12G	\$38/game
Fall Softball (10 games)	
Team	\$38/game
Teen softball league	\$300

Drop-In Programs

Ice Arena Public Skating - Individual	\$5
Ice Arena Public Skating - Family	\$18
Ice Arena Public Skating Punch Card (14 Punches)	\$53
Ice Skating Lessons	negotiable

Faribault Family Aquatic Center

General Admission at Entrance	\$7 w/tax
Active Military Rate	\$5 w/tax
Admission After 5:00 pm.....	\$5 w/tax
Resident Discount Pass - 10 passes	\$60 + tax
Resident Discount Pass - 20 passes	\$115 + tax
Resident Discount Pass - 30 passes	\$150 + tax
Non-Resident Discount Passes - 10 passes.....	\$60 + tax
Season Pass - Individual	\$80 + tax
Season Pass - Family (2 adults & 2 youth, plus \$20 any extra immediate family members) ..	\$175+tax+addl members
Preseason Sale	10% discount until May 15 for season tickets and discount tickets
Pool Rental (Before or After Hours).....	\$300 per hour + tax
Free Day	3rd Wednesday in June

Park Shelter Reservations

Full Day	\$60
Entire Park (Excluding North or South Alexander).....	\$350

Facility Rent

Classrooms – During Regular Hours of Operation	\$28/hour
Classrooms – Before or After Regular Hours of Operation.....	\$45/hour
Gymnasium – During Regular Hours of Operation	\$45/hour
Gymnasium – Before or After Regular Hours of Operation	\$60/hour

Washington Center (Full Facility).....	\$70/hour
Community Center (Includes 2 hours of pool)1 hour	\$100
Community Center (Includes 2 hours of pool) Overnight.....	\$500
Armory Building Classrooms.....	\$30
Armory Building Gymnasium - 1 Court = 1/2 Gymnasium	\$30
Armory Building Gymnasium - 2 Courts = Full Gymnasium.....	\$60
Buckham West Dining Hall and Activity Room – During Regular Hours of Operation	\$25/hour
Buckham West Dining Hall and Activity Room - Before or After Regular Hours of Operation	\$35/hour
Buckham West Conference Room - During Regular Hours of Operation	\$50/hour
Buckham West Conference Room - Before or After Regular Hours of Operation	\$65/hour
Buckham West Commons Area - During Regular Hours of Operation	\$50/hour
Buckham West Commons Area - Before or After Regular Hours of Operation	\$60/hour
Buckham West Small Offices - During Regular Hours of Operation.....	\$15/hour
Buckham West Small Offices - Before or After Regular Hours of Operation	\$20/hour
Facility Rental Deposit (Refundable)	\$100
Military Discount (Families).....	10%

References:

Ord. = City of Faribault Ordinance and may be found at <https://www.ci.faribault.mn.us/>
 Res. = City of Faribault Resolution and may be found at <https://www.ci.faribault.mn.us/>
 State Statute = State Statutes may be found at <https://www.revisor.mn.gov/statutes/>



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 6, 2024
SUBJECT: Public Safety Aid (PSA) Review/Forecast

Discussion:

The City received a significant one-time payment of Public Safety Aid (PSA) in late 2023. Since that time, both Chief Sherwin and Chief Dienst have been planning the expenditures of the funds. Only \$89,000 was spent in 2023, leaving nearly \$1 million to support equipment and program needs. The attached spreadsheet provides a detailed view of where the funding stands, after taking 2025 capital equipment and other needs into consideration. It is anticipated that \$145,000 could carry into 2026, or that the Council could see budget amendment requests for these funds in 2025. Both Chiefs will present a more complete picture of the usage of the funds.

Attachments:

1. Review of Public Safety Aid Allocations

Public Safety Aid Review

	Balance	Re- Estimated/ Actual	2023 Actual	2024 to date	2025 Budget		Department	Program/ Equipment
12/31/2023	1,063,288					PSA Funds Actual Certification		
7/18/2023	946,771	(116,517)	-			2024 Fire Fighter	Fire	Staffing
7/18/2023	894,750	(52,021)			52,021	2025 Fire Fighter	Fire	Staffing
10/10/2023	848,456	(46,294)		46,294	15,000	Fire Chief Vehicle	Fire	Equipment
8/31/2023	814,301	(34,155)		30,780		New handguns x40	Police	Equipment
8/31/2023	802,032	(12,269)		12,269		Holsters x40	Police	Equipment
8/31/2023	796,192	(5,840)		5,840		Transition ammo	Police	Supplies
8/31/2023	754,192	(42,000)	38,385			Craddlepoint router upgrade/antenna/dockingstations x	Police	Equipment
8/31/2023	704,192	(50,000)				Community engagement fund	Police	Program
8/31/2023	629,192	(75,000)		1,600		Wellness fund	Both	Program
10/10/2023	600,167	(29,025)		17,500		Wellness cardio screening	Both	Program
8/31/2023	589,142	(11,025)		11,025		Traffic Speed Trailer replacement	Police	Equipment
8/31/2023	585,986	(3,156)				40mm Launchers x2	Police	Equipment
8/31/2023	582,856	(3,130)		3,130		Handheld ID unit (DataWorks Plus)	Police	Equipment
8/31/2023	579,914	(2,942)		2,942		Ebike	Police	Equipment
8/31/2023	559,186	(20,728)		22,254		86" smartboard-police x2 & fire x1	Both	Equipment
8/31/2023	520,123	(39,063)		39,063		All terrain vehicle-police & fire	Both	Equipment
8/31/2023	469,518	(50,605)	50,605			All terrain vehicle-police & fire (Includes Addl Tracks)	Both	Equipment
10/13/2023	463,518	(6,000)				Additional for tracks	Fire	Equipment
8/31/2023	449,803	(13,715)		13,715		Ultrasonic gun cleaner	Police	Equipment
8/31/2023	429,803	(20,000)			20,000	LUCUS chest compression	Fire	Equipment
8/31/2023	424,057	(5,746)		5,746		#2115 Flipdown ladder truck	Fire	Equipment
8/31/2023	386,762	(37,295)		37,295		SCBA Washer	Fire	Equipment
10/10/2023	488,936	102,173		102,173		Additional Handheld Radios x 17	Fire	Equipment
8/31/2023	486,936	(2,000)				N95 Masks	Fire	Supplies
10/10/2023	476,447	(10,489)		10,489		Aluminum walers x2 sets for TRT Trailer	Fire	Equipment
8/31/2023	463,447	(13,000)				Digital Fire extinguisher trainer	Fire	Equipment
8/31/2023	413,447	(50,000)				COP House-rotary	Police	Program
10/10/2023	404,447	(9,000)				2023 CIP Trailer additional	Fire	Equipment
3/6/2024	367,757	(36,690)		27,067		Downtown camera installation	Police	Service
2025	351,757	(16,000)			16,000	Quantifit Machine	Fire	Equipment
2025	333,705	(18,052)			18,052	Mobile Radio Replacement	Fire	Equipment
2025	322,205	(11,500)			11,500	Replacement- Drone	Police	Equipment
2025	145,633	(176,572)			176,572	Replacement- Mobile Radios and Consoles	Police	Equipment
		\$ (917,655)	\$ 88,990	\$ 389,182	\$ 309,145			



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 6, 2024
SUBJECT: Franchise Fee Allocation Review

Discussion:

One revenue source that has been discussed in multiple funds throughout the budget process is franchise fees. The City gets franchise fees in a few different ways. The information below goes through types of franchise fees and the projections for 2025, which are also shown on the attached document.

Cable Franchise Fees

The City has had two cable franchise agreements in the past, but one is expired and the provider is no longer offering the service (Hickory Tech), so we anticipate a revenue decrease in 2025. The City does have an agreement with Charter/Spectrum, but this is expired and legal counsel is working with Spectrum to renew this agreement. Despite the expiration date, the cable franchise fees are still collected and remitted. The 2025 revenue is projected to decrease by \$30,000 over the current year budget. However, this could be much more of a decline depending on Metronet's plans for expansion within the community in 2025 and beyond, which would likely result in people dropping a Spectrum subscription and impacting our revenue. We are unable to seek a similar agreement with Metronet because they are not a cable provider, but an internet provider.

Gas & Electric Fees

The 2025 budget does not include any revenue adjustments to the gas and electric franchise fees, which are remitted by Xcel Energy, Steele Waseca and Minnesota Natural Gas. The budget includes the revenue amounts by fund for both gas and electric. These fees are distributed throughout multiple funds, including the General Fund and many capital funds. Per the 2022 increase Fund 401 Street Improvements sees the most revenue from this source, which more than \$1.5 million budgeted in 2025. This has helped the City transition to a cash source for street repairs. Fund 401 is also showing an expense of \$50,000 for 2025 for the rebate of franchise fees for those with special assessments.

Sewer & Water

We charge ourselves a nominal franchise fee in both the Sewer and Water funds which are shown as transfers out in each of those budgets and transfers in to the respective funds receiving that financial support. The amounts of \$94,630 for Water and \$205,370 for Sewer are unchanged from 2021, as shown on the attachment, and possibly prior to that time.

Attachments:

1. Franchise Fees 2025-Revenues Allocations

**CITY OF FARIBAULT
FRANCHISE FEE HISTORY**

	Actual 2021	Actual 2022	Actual 2023	Budget 2024	Budget 2025 Est.
REVENUE					
Cable Television (General fund & Street Improvement)	\$ 237,281	\$ 239,270	\$ 215,480	\$ 230,000	\$ 200,000
Gas & Electric (split below)	\$ 926,150	\$ 2,010,134	\$ 2,504,799	\$ 2,500,000	\$ 2,500,000
Water	\$ 94,630	\$ 94,630	\$ 94,630	\$ 94,630	\$ 94,630
Sewer	\$ 205,370	\$ 205,370	\$ 205,370	\$ 205,370	\$ 205,370
TOTAL	\$ 1,463,431	\$ 2,549,404	\$ 3,020,279	\$ 3,030,000	\$ 3,000,000

DESIGNATIONS (Cable Television)

General Fund - 101	\$ 217,281	\$ 239,270	\$ 215,480	\$ 230,000	\$ 200,000
Street Improvement Fund - 401	\$ 20,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 237,281	\$ 239,270	\$ 215,480	\$ 230,000	\$ 200,000

DESIGNATIONS (Gas & Electric)

General Fund - 101			\$ 63,026	\$ 62,500	\$ 62,500
Street Improvement Fund - 401	\$ 380,000	\$ 1,470,134	\$ 1,701,506	\$ 1,536,000	\$ 1,536,000
Public Facility Projects - 437	\$ 162,000	\$ 162,000	\$ 206,371	\$ 162,000	\$ 162,000
Public Works Bond - 349 (old 344 old 342)	\$ 51,500	\$ 51,500	\$ 40,544	\$ 51,500	\$ 51,500
Capital Equipment Fund (431)	\$ 75,000	\$ 75,000	\$ 59,087	\$ 58,000	\$ 58,000
Park Improvements Fund (404)	\$ 257,650	\$ 251,500	\$ 434,264	\$ 630,000	\$ 630,000
TOTAL	\$ 926,150	\$ 2,010,134	\$ 2,504,798	\$ 2,500,000	\$ 2,500,000

DESIGNATIONS (Water & Sewer)

General Fund - 101					
Street Improvement Fund - 401	\$ 250,000	\$ 250,000		\$ 164,000	\$ 164,000
Public Works Bond - 344 (old 342)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Park Improvements Fund (404)			\$ 250,000	\$ 86,000	\$ 86,000
Public Facility Projects - 437	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
TOTAL	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000

DESIGNATIONS (Overall)

General Fund - 101	\$ 217,281	\$ 239,270	\$ 278,506	\$ 292,500	\$ 262,500
Street Improvement Fund - 401	\$ 650,000	\$ 1,720,134	\$ 1,701,506	\$ 1,700,000	\$ 1,700,000
Public Works Bond - 349 (old 344 old 342)	\$ 76,500	\$ 76,500	\$ 65,544	\$ 76,500	\$ 76,500
Public Facility Projects - 437	\$ 187,000	\$ 187,000	\$ 231,371	\$ 187,000	\$ 187,000
Capital Equipment Fund (431)	\$ 75,000	\$ 75,000	\$ 59,087	\$ 58,000	\$ 58,000
Park Improvements Fund (404)	\$ 257,650	\$ 251,500	\$ 684,264	\$ 716,000	\$ 716,000
TOTAL	\$ 1,463,431	\$ 2,549,404	\$ 3,020,278	\$ 3,030,000	\$ 3,000,000

NOTES:

Ordinances 2005-20 and 2005-21 established the electric and gas franchise fees effective January 1, 2006.

Hickory Tech was granted a cable television franchise in 2006.

Greater Minnesota Gas was granted a natural gas franchise in 2018.

10%/year increases on electric and natural gas franchise fees in 2019 and 2020 adopted per Ord. 2018-09

2021 Consolidation of Franchise Fees and Operating Levy

2022 Increase in Electric & Gas Franchise Fee for Street Improvement Fund to eliminate road maintenance special assessments.

2023 Increase in Electric Franchise Fee for Xcel didn't begin January 1, began May 1.