



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, NOVEMBER 12,
2024

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions**
 - A. Introduction of Housing and Redevelopment Executive Director Tom Furman
- 4. Approve minutes of the October 22, 2024, City Council Meeting and the November 6, 2024, Special City Council Meeting**
 - A. Approve minutes of the October 22, 2024, City Council Meeting and the November 6, 2024, Special City Council Meeting
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2024-214 Approve Street Closures for Winterfest Celebration
 - C. Resolution 2024-218 Canvass of General Election Results
 - D. Approve Hangar Rental Agreement
 - E. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License
 - F. Resolution 2024-216 Approve Hiring Planner I
 - G. Approve Professional Services Proposal for Two Rivers Park Siphon Box
 - H. Approve Request for Proposals for Woolen Mill Dam Feasibility Report
 - I. Approve Professional Services Proposal for Viaduct Park Ice Feature Preliminary Design Services
 - J. Resolution 2024-217 Approve an Address Change from 223 2nd Street NW to 223 2nd Street NW Units A and B for PH Investments LLC
 - K. Resolution 2024-221 Approve Tobacco License for Southside Liquor and Tobacco
 - L. Approve LG220 Application for Exempt Permit
 - M. Approve 2025 Insurance Liability Coverage Waiver Form
- 7. Public Hearings – None**
- 8. Items for Discussion**
 - A. Resolution 2024-196 Deny Variance at 15 3rd Ave SW
 - B. Resolution 2024-220 Approve New Off-Sale Liquor License for BAPA KRUPA MNV2 LLC
- 9. Bids - None**
- 10. Boards and Commissions Reports, Announcements and Project Updates**

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

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

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, OCTOBER 22,
2024

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 p.m. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Community and Economic Development Director David Wanberg, Public Works Director Travis Block, Police Chief John Sherwin, Fire Chief Dustin Dienst, Parks and Recreation Director Paul Peanasky and City Attorney Scott Riggs.

Approve Agenda

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

Presentations/Introductions – None

Approve minutes of the October 8, 2024, City Council Meeting and the October 8, 2024 Special City Council Meeting - Closed Session

Motion by van Sluis, seconded by Doumbouya to Approve minutes of the October 8, 2024, City Council Meeting and the October 8, 2024, Special City Council Meeting - Closed Session and carried unanimously.

Requests to be Heard

Jane Egerdahl, 103 14th Street NW, addressed the Council regarding a letter she received from the City regarding property and code violations at her home. Ms. Egerdahl felt that the letter was difficult to understand and intimidating. Ms. Egerdahl requested the letter be rewritten.

Consent Agenda

- A. List of Claims for Release
- B. Approve LG204B Applications to Conduct Excluded Bingo
- C. Approve Intensive Comprehensive Peace Officer Education Training (ICPOET) Grant Candidate Agreements
- D. Resolution 2024-206 Approve Street Closure for Peace Lutheran Church and Preschool Trunk or Treat

- E. Approve Hold Harmless and Indemnification Agreement with the Faribault Chamber of Commerce
- F. Approve Quote for Stormwater Outfall Materials at Water Reclamation Facility
- G. Resolution 2024-207 Declare Desk as Surplus and Donate to the Rice County Historical Society
- H. Resolution 2024-208 Establishing a Fee Schedule for Administrative Citations
- I. Approve Task Order No. 13 with Foth for Airfield Pavement Rehabilitation Planning Services at the Airport
- J. Resolution 2024-212 Accept Donation to the Parks and Recreation Department
- K. Approve Petition and Waiver for Water Service Repair at 719 5th Ave. NW
- L. Approve Petition and Waiver for Water Service Repair at 9 8th St. NW
- M. Resolution 2024-213 Approve Appointment of Board and Commission Members

Motion by Ross, seconded by Caron to approve Consent Agenda items A-M and carried unanimously.

Public Hearings – None

Items for Discussion

Ordinance 2024-16 Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment (Second Reading)

City Administrator Jessica Kinser explained that due to staffing shortages and changes in the Finance Department resulted in an examination of operations in utility billing to look for some efficiencies. The monthly process to disconnect water for non-payment only addressed about 10% of the accounts that could be disconnected in any given month, resulting in a time-consuming process for both Finance and Public Works where very little was accomplished in terms of collection of past due accounts. Instead of disconnecting water service for non-payment, staff proposed utilizing the special assessment process to place past due amounts as an assessment on the property. This would reduce the monthly activities associated with disconnection, while still providing notice to individuals that they are behind throughout the year. Since the first reading of this ordinance on October 8, 2024 there have been no changes or comments from the public.

Upon approval and publication, the intent is to implement this change immediately, with assessments to be presented to the Council for the November 30th assessment deadline.

Motion by Thiele, seconded by van Sluis to approve Ordinance 2024-16 Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Spooner, seconded by Caron to Approve Summary Publication of Ordinance 2024-16 and carried unanimously.

Resolution 2024-209 Approve the Assignment of an Additional Investor, Restructuring of the Ownership Entity, and Mortgage Subordination related to the Property at 311 Central Avenue

Community and Economic Development Director David Wanberg explained that on November 28, 2023, the Faribault City Council approved Resolution 2023-232, which authorized the transfer of \$500,000 from the City's General Fund to the Faribault Economic Development Authority (the "EDA") to Administer a Special Commercial Rehabilitation Loan for Faribo Downtown Central ("FDC"). The loan agreement follows the City's Business Subsidy Policy, which requires the FDC to own the properties associated with the loan for five years. 311 Central is one of the properties that can benefit from the loan.

FDC requested to include an additional investor in the loan agreement. FDC would have a 33% ownership stake in 311 Central Avenue. Piepho Partners, LLC, would have the remaining ownership stake. On October 17, 2024, the EDA approved a request from FDC to restructure the ownership entity associated with 311 Central Avenue. Wanberg stated that because the City Council provided the \$500,000 loan, the City Council should also act on FDC's request to restructure the ownership of 311 Central Avenue.

Councilor Ross asked if this interrupts the 5-year agreement, Riggs stated that it would not.

Motion by Ross, seconded by van Sluis to approve Resolution 2024-209 Approve the Assignment of an Additional Investor, Restructuring of the Ownership Entity, and Mortgage Subordination related to the Property at 311 Central Avenue and carried 6:1 with Councilor Caron voting Nay.

Resolution 2024-211 Approve COREY LEE NEWBY, DBA URBAN FLEA MARKET Developer's Agreement

Community and Economic Development Director David Wanberg explained that on October 8, 2024, the City Council directed city staff to work with Corey Newby, property owner at 15 3rd Ave SW, on allowing operation of the business Urban Flea Market at the subject property. Staff worked with the City Attorney Scott Riggs to create a Developer's Agreement. Wanberg explained that the Developer's Agreement will allow Urban Flea Market and Corey Newby to operate on the property subject to conditions and a 9-month plan to become fully compliant with the Unified Development Ordinance. Wanberg informed the Council that staff did not input the escrow amount, and requested that the Council provide direction on the escrow, typically escrows are 110% of the project amount.

Mr. Newby stated that he had concerns with the agreement since it would allow for city staff to access his property at any time, Attorney Riggs explained that this agreement is standard and access to staff is granted elsewhere in the building code. Mr. Newby also

had concerns with the 9-month time line to come into compliance.

Councilor Spooner asked what would happen if Mr. Newby does not sign the agreement, Attorney Riggs stated that it would go back to the original request.

Through some discussion, the Council consensus was to extend the agreement to 12-months and require a \$5,000.00 escrow.

Motion by Ross, seconded by Thiele to approve Resolution 2024-211 Approve COREY LEE NEWBY, DBA URBAN FLEA MARKET Developer's Agreement with a \$5,000.00 escrow and a 12-month completion date and carried unanimously.

Resolution 2024-210 Approve a Restructuring of the Ownership Entity related to the Redevelopment of Lot 1 and Lot 2, Block 1, Midwest First Addition, Rice County, Minnesota

Community and Economic Development Director David Wanberg explained that KK&G Properties LLC entered into various agreements and received various approvals to redevelop the former Farmer Seed and Nursery site at 818 4th Street NW. KK&G is currently constructing an indoor-climate-controlled storage facility on Lot 1, Block 1, MIDWEST FIRST ADDITION. To help develop the previously Council-approved apartment building on Lot 2, Block 1, MIDWEST FIRST ADDITION, KK&G created a new ownership entity – Midwest Flats LLC. KK&G has a majority ownership stake in Midwest Flats LLC (roughly 78 percent), with TLS Companies owning the remainder.

KK&G submitted a building permit application for the foundation of the apartment building. Since they received DEED funds to clean up and redevelop the former Farmer Seed and Nursery site, they must start construction on the apartment building as soon as possible or risk the clawback of DEED funds. It is in both theirs and the City's best interest to facilitate the timely completion of this project.

Motion by Thiele, seconded by van Sluis to approve Resolution 2024-210 Approve a Restructuring of the Ownership Entity related to the Redevelopment of Lot 1 and Lot 2, Block 1, Midwest First Addition, Rice County, Minnesota and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Ross reminded the public to vote on November 5th and the Senior Center will be holding their annual meeting soon. Councilor van Sluis stated that the Rice County Fair will be holding their annual meeting on November 6th. Mayor Voracek thanked the Girl Scouts for attending the meeting.

Adjournment

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

The City Council meeting was adjourned at 6:41 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

WEDNESDAY, NOVEMBER
6, 2024

6:30 PM

or immediately following the City Council Work Session

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 7:44 p.m. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Tom Spooner and Chuck Thiele. Councilor Peter van Sluis was absent. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Community and Economic Development Director David Wanberg, Public Works Director Travis Block, Police Chief John Sherwin, Fire Chief Dustin Dienst, Parks and Recreation Director Paul Peanasky, Library Services Director Delane James, Human Resources Director Kevin Bushard and City Engineer Mark DuChene.

Approve Agenda

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

Items for Discussion

Resolution 2024-215 Authorize the Age Friendly Minnesota - Community Grant Application

Parks and Recreation Director Paul Peanasky explained that the City of Faribault is working with River Bend Nature Center for several improvements. The Cherry Bridge is in major disrepair and needs to be removed. This grant, if awarded, would allow for the removal of the trail bridge and construction of a trail adjacent to the trail that is being removed. It would also allow for the construction of a small picnic shelter by the first parking lot when you drive into the Nature Center.

Councilor Ross asked if a new bridge would be installed, Peanasky stated that there would be a land bridge.

Motion by Ross, seconded by Doumbouya to approve Resolution 2024-215 Authorize the Age Friendly Minnesota - Community Grant Application and carried unanimously.

Approve Advance Retirement Notice Program

Human Resources Director Kevin Bushard explained that the Council reviewed the Advance Retirement Notice Program at a previous Council Work Session. Staff worked on developing an Advance Retirement Notice Program. The program is designed to

improve the efficiency and stability of the City's workforce by encouraging employees to give the City advance notice of their intent to retire. The purpose of the program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is given. This will reduce the amount of time a position remains unfilled. The City would still reserve the right to not replace any employee who retires or to modify or eliminate the position and duties prior to hiring a new employee.

Motion by Ross, seconded by Thiele to approve the Advance Retirement Notice Program and carried unanimously.

Adjournment

Motion by Thiele, seconded by Caron to adjourn the meeting and carried unanimously.

The meeting was adjourned at 7:48 p.m.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jessica Kinser, City Administrator
MEETING DATE: November 12, 2024
SUBJECT: List of Claims for Release

Background:

The attached list of claims is ready for Council approval. This payment batch includes 112 invoices totaling \$166,992.63.

The account detail for each claim provides information to assist readers in understanding the purpose of the purchase as well as the different area of City organization where the purchase was made. Approval is recommended to meet the required 35-day payment requirements for valid claims presented to the City.

Recommendation:

Approve the attached List of Claims for Release.

Attachments:

1. 111224 Check Run Report

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10131	5 Star Inspections In		0000		EFT	12/03/2024	427			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CodeInsp 43090		Code/Insp	ProfSrv			5,756.25		
								5,756.25		
							CHECK TOTAL	5,756.25		
10681	Amazon Capital Servic		0000		INV	11/15/2024	1RD6-331L-GTTQ			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42410		StrMaint	MinorEquip			41.45		
								41.45		
10681	Amazon Capital Servic		0000		INV	11/10/2024	1QLR-TJCW-GYVL			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 42010		Police	Supplies			22.98		
								22.98		
10681	Amazon Capital Servic		0000		INV	11/14/2024	1KGC-XY6Y-3WLG			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 42190		Library	Books			17.00		
								17.00		
10681	Amazon Capital Servic		0000		INV	11/16/2024	1DX6-JPJY-W6N3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 42010		Library	Supplies			13.98		
								13.98		
10681	Amazon Capital Servic		0000		INV	11/14/2024	1JQP-DYVM-39HJ			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42010		StrMaint	Supplies			10.12		
	2	Water 42010		Water	Supplies			1.05		
	3	SwrColl 42010		Sewer Coll	Supplies			1.05		
	4	Storm 42010		Storm Wtr	Supplies			0.16		
								12.38		
10681	Amazon Capital Servic		0000		INV	11/15/2024	1WH#-M4KJ-GVYX			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42010		StrMaint	Supplies			39.24		
	2	Water 42010		Water	Supplies			4.08		
	3	SwrColl 42010		Sewer Coll	Supplies			4.08		
	4	Storm 42010		Storm Wtr	Supplies			0.59		
								47.99		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		INV	11/15/2024	1M7V-NH3K-FWWN			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42010		StrMaint	Supplies			32.70		
	2	Water 42010		Water	Supplies			3.40		
	3	SwrColl 42010		Sewer Coll	Supplies			3.40		
	4	Storm 42010		Storm Wtr	Supplies			0.49		
								39.99		
10681	Amazon Capital Servic		0000		INV	11/15/2024	1L1K-FRNC-G7GF			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42010		StrMaint	Supplies			23.85		
								23.85		
10681	Amazon Capital Servic		0000		INV	11/17/2024	14TX-3PXQ-H69P			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Aquatic 42410		AquaticCtr	MinorEquip			29.77		
								29.77		
							CHECK TOTAL	249.39		
10311	American Red Cross		0000		INV	10/11/2024	22723425			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Youth 43090		Youth	ProfSrv			76.00		
								76.00		
10311	American Red Cross		0000		INV	11/22/2024	22733470			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Aquatic 43140		AquaticCtr	Train&Ed			184.00		
								184.00		
							CHECK TOTAL	260.00		
10245	APG Media of Southern		0000		EFT	11/11/2024	1019478			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Council 43510		Council	LegalPubng			96.25		
								96.25		
10245	APG Media of Southern		0000		EFT	11/18/2024	1020399			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Council 43510		Council	LegalPubng			192.50		
								192.50		
10245	APG Media of Southern		0000		EFT	10/21/2024	1016552			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Council 43510		Council	LegalPubng			191.88		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								191.88		
10245	APG Media of Southern		0000		EFT	11/25/2024	1021534			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			48.13		
								48.13		
							CHECK TOTAL	528.76		
10316	Auto Value Parts Stor		0000		EFT	12/05/2024	48213802			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42210			Fire	VehEqParts			62.10		
								62.10		
10316	Auto Value Parts Stor		0000		EFT	11/06/2024	48212885			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			9.99		
								9.99		
10316	Auto Value Parts Stor		0000		EFT	11/13/2024	48213073			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			36.00		
								36.00		
10316	Auto Value Parts Stor		0000		EFT	11/07/2024	48212900			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			15.00		
								15.00		
10316	Auto Value Parts Stor		0000		EFT	11/10/2024	48213007			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CodeInsp 42210			Code/Insp	VehEqParts			12.98		
								12.98		
10316	Auto Value Parts Stor		0000		EFT	11/22/2024	48213361			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Engineer 42210			Engineer	VehEqParts			13.97		
								13.97		
10316	Auto Value Parts Stor		0000		EFT	11/23/2024	48213411			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Engineer 42210			Engineer	VehEqParts			129.00		
								129.00		
10316	Auto Value Parts Stor		0000		EFT	11/29/2024	48213598			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			215.99		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						215.99				
					CHECK TOTAL	495.03				
10332 Baker & Taylor Entert	0000		INV	11/10/2024	2038620306					
ACCOUNT DETAIL					LINE AMOUNT					
1 Library 42190		Library	Books			421.62				
						421.62				
10332 Baker & Taylor Entert	0000		INV	11/10/2024	038609030					
ACCOUNT DETAIL					LINE AMOUNT					
1 Library 42190		Library	Books			124.93				
						124.93				
10332 Baker & Taylor Entert	0000		INV	11/08/2024	2038613084					
ACCOUNT DETAIL					LINE AMOUNT					
1 Library 42190		Library	Books			75.03				
						75.03				
10332 Baker & Taylor Entert	0000		INV	11/08/2024	2038613083					
ACCOUNT DETAIL					LINE AMOUNT					
1 Library 42190		Library	Books			129.10				
						129.10				
10332 Baker & Taylor Entert	0000		INV	11/08/2024	038613082					
ACCOUNT DETAIL					LINE AMOUNT					
1 Library 42190		Library	Books			35.66				
						35.66				
					CHECK TOTAL	786.34				
10031 BHE Renewables	0000		EFT	11/22/2024	12155732					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 43810		SewerReclm	Elec Util			15,019.64				
						15,019.64				
					CHECK TOTAL	15,019.64				
10097 Canon Financial Servi	0000		INV	11/11/2024	35876288					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 44160		Police	Rents			201.90				
						201.90				
10097 Canon Financial Servi	0000		INV	10/12/2024	35182639					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 44160		Police	Rents			201.90				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						201.90				
					CHECK TOTAL	403.80				
10354 Cintas Corporation	0000		EFT	11/16/2024	4208621615					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 44060		P&Tmaint	Lndry Srvc			36.55				
						36.55				
10354 Cintas Corporation	0000		EFT	11/16/2024	4208621828					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 44060		SewerReclm	Lndry Srvc			42.61				
						42.61				
					CHECK TOTAL	79.16				
10267 CivicPlus	0000		EFT	11/30/2024	323278					
ACCOUNT DETAIL					LINE AMOUNT					
1 Council 43090		Council	ProfSrvc			25.60				
						25.60				
					CHECK TOTAL	25.60				
10357 Community Co-op Oil A	0000		INV	11/17/2024	5905					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 42120		Fire	Motor Fuel			28.82				
						28.82				
10357 Community Co-op Oil A	0000		INV	11/12/2024	7196					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 42120		Fire	Motor Fuel			20.00				
						20.00				
10357 Community Co-op Oil A	0000		INV	11/10/2024	84958					
ACCOUNT DETAIL					LINE AMOUNT					
1 CodeInsp 44040		Code/Insp	MachEqRpr			110.00				
						110.00				
					CHECK TOTAL	158.82				
10723 Core & Main LP	0000		INV	11/15/2024	V596704					
ACCOUNT DETAIL					LINE AMOUNT					
1 Water 42010		Water	Supplies			728.93				
						728.93				
					CHECK TOTAL	728.93				

Report generated: 11/12/2024 14:27:15
 User: Pamela Davidson (PDavidson)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10361	Culligan		0000		EFT	11/30/2024	119X01155402			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Airport 44010		Airport	Bldg Maint			143.25		
								143.25		
							CHECK TOTAL	143.25		
10160	Dakota Supply Group		0000		EFT	11/16/2024	S104159059.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 42010		Water	Supplies			77.96		
								77.96		
							CHECK TOTAL	77.96		
10275	E O Johnson Company I		0000		EFT	11/17/2024	37691033			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 44160		Library	Rents			439.12		
								439.12		
							CHECK TOTAL	439.12		
10207	Enterprise FM Trust		0000		EFT	11/03/2024	621212-100424			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 44160		Police	Rents			11,476.06		
								11,476.06		
							CHECK TOTAL	11,476.06		
10409	Fame Awards		0000		INV	11/23/2024	2024B1429			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Adult 42010		Adult	Supplies			63.00		
								63.00		
							CHECK TOTAL	63.00		
10749	Fareway Stores Inc #1		0000		INV	10/25/2024	00184284			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43310		Police	Travel Exp			32.96		
								32.96		
10749	Fareway Stores Inc #1		0000		INV	10/30/2024	00185484			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43310		Police	Travel Exp			11.89		

Report generated: 11/12/2024 14:27:15
 User: Pamela Davidson (PDavidson)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10749	Fareway Stores Inc #1		0000		INV	12/05/2024	00059875	11.89		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Election 42010			Election	Supplies			19.52		
								19.52		
							CHECK TOTAL	64.37		
10410	Faribault Ace Hardwar		0000		INV	12/05/2024	499092/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42410			Water	MinorEquip			45.88		
								45.88		
10410	Faribault Ace Hardwar		0000		INV	11/17/2024	498434/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			21.00		
								21.00		
10410	Faribault Ace Hardwar		0000		INV	11/20/2024	498516/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign 42240			Sign Sig	StMaintMat			50.51		
								50.51		
10410	Faribault Ace Hardwar		0000		INV	11/15/2024	498334/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010			Police	Supplies			4.34		
								4.34		
10410	Faribault Ace Hardwar		0000		INV	11/18/2024	498481/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010			Police	Supplies			17.99		
								17.99		
10410	Faribault Ace Hardwar		0000		INV	11/27/2024	498789/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			21.00		
								21.00		
10410	Faribault Ace Hardwar		0000		INV	11/13/2024	498220/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010			Police	Supplies			3.59		
								3.59		
10410	Faribault Ace Hardwar		0000		INV	11/15/2024	498368/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42010			Fire	Supplies			7.80		

Report generated: 11/12/2024 14:27:15
 User: Pamela Davidson (PDavidson)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								7.80		
10410	Faribault Ace Hardwar		0000		INV	11/15/2024	498363/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			126.00		
								126.00		
10410	Faribault Ace Hardwar		0000		INV	11/15/2024	498364/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			8.09		
								8.09		
10410	Faribault Ace Hardwar		0000		INV	11/15/2024	498370/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			46.56		
								46.56		
							CHECK TOTAL	352.76		
10075	Faribault Fleet Suppl		0000		EFT	11/16/2024	062132			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			4.25		
								4.25		
10075	Faribault Fleet Suppl		0000		EFT	11/16/2024	062121			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42120			P&Tmaint	Motor Fuel			52.98		
								52.98		
							CHECK TOTAL	57.23		
10757	Faribault Post Office		0000		INV	12/05/2024	129			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin 43220			CC Admin	Postage			2,650.04		
								2,650.04		
							CHECK TOTAL	2,650.04		
10413	Faribault Rental Equi		0000		INV	11/13/2024	593439			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42210			EqMaint	VehEqParts			8.97		
								8.97		
							CHECK TOTAL	8.97		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10417	Faribo Plumbing & Hea		0000		EFT	11/22/2024	64086			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 44010			Airport	Bldg Maint		202.25			
								202.25		
							CHECK TOTAL	202.25		
10421	Fette Electronics Inc		0000		EFT	11/09/2024	10944			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 44010			Pol Fac	Bldg Maint		150.00			
								150.00		
							CHECK TOTAL	150.00		
10449	Hawkins Inc		0000		EFT	11/13/2024	6891844			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42160			Water	Chem&Prod		3,497.96			
								3,497.96		
10449	Hawkins Inc		0000		EFT	11/15/2024	6892837			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42160			Water	Chem&Prod		2,322.00			
								2,322.00		
10449	Hawkins Inc		0000		EFT	11/14/2024	6888541			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42160			AquaticCtr	Chem&Prod		30.00			
								30.00		
							CHECK TOTAL	5,849.96		
10096	Healthy Community Ini		0000		EFT	11/15/2024	001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HRA 43095			Frblt HRA	SoftwrSupp		999.59			
								999.59		
							CHECK TOTAL	999.59		
10472	Innovative Office Sol		0000		EFT	11/15/2024	IN4669077			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 99999			Police	Temp		2.63			
								2.63		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10472	Innovative Office Sol	0000		EFT	11/13/2024	IN4666919				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42010		Police	Supplies			8.67			
							8.67			
10472	Innovative Office Sol	0000		EFT	11/15/2024	IN4668876				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies			22.72			
							22.72			
10472	Innovative Office Sol	0000		EFT	11/16/2024	IN4669984				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies			8.71			
							8.71			
10472	Innovative Office Sol	0000		EFT	11/21/2024	IN4673719				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42010		Fire	Supplies			25.70			
							25.70			
10472	Innovative Office Sol	0000		EFT	11/28/2024	IN4679401				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Election 42010		Election	Supplies			63.43			
							63.43			
						CHECK TOTAL	131.86			
10473	Insty-Prints	0000		EFT	11/02/2024	162336				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies			132.15			
							132.15			
						CHECK TOTAL	132.15			
10481	Kennedy & Graven Char	0000		EFT	12/06/2024	184459				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EDA 43040		EDA	LegalCivil			1,382.30			
							1,382.30			
10481	Kennedy & Graven Char	0000		EFT	12/06/2024	184458				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 HRA 43040		Frbt HRA	LegalCivil			607.50			
							607.50			
						CHECK TOTAL	1,989.80			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10026	Knecht's Nurseries &	0000		INV	11/16/2024	20875					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42250		P&Tmaint	PlantMat		343.20					
							343.20				
						CHECK TOTAL	343.20				
10287	Lath Stakes & Hubs LL	0000		EFT	10/24/2024	2024050					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Engineer 42010		Engineer	Supplies		569.00					
							569.00				
						CHECK TOTAL	569.00				
10518	League of Minnesota C	0000		INV	11/14/2024	9247					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrptLiab 44450		Prpty Lib	ClmDamages		880.00					
							880.00				
						CHECK TOTAL	880.00				
10099	Loffler Companies Inc	0000		INV	11/15/2024	4834868					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		3,581.96					
							3,581.96				
						CHECK TOTAL	3,581.96				
10831	Lunar Tunes Music	0000		INV	11/12/2024	95					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 43090		Library	ProfSrv		500.00					
							500.00				
						CHECK TOTAL	500.00				
10140	MacQueen Equipment LL	0000		EFT	11/13/2024	P37197					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42410		Fire	MinorEquip		2,482.30					
							2,482.30				
						CHECK TOTAL	2,482.30				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10504	Mantronics Mailing Sy	0000		EFT	11/15/2024	54569				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CH Fac 42010		CH Maint	Supplies		106.80				
							106.80			
						CHECK TOTAL	106.80			
10543	Midwest Tape LLC	0000		EFT	11/10/2024	506171656				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		26.99				
							26.99			
						CHECK TOTAL	26.99			
10523	Minnesota Valley Test	0000		EFT	12/17/2024	1276433				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		234.00				
							234.00			
						CHECK TOTAL	234.00			
10090	Motor Parts & Equipme	0000		EFT	11/09/2024	988323				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42210		P&Tmaint	VehEqParts		32.49				
							32.49			
10090	Motor Parts & Equipme	0000		EFT	11/08/2024	988246				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42210		Police	VehEqParts		35.23				
							35.23			
10090	Motor Parts & Equipme	0000		EFT	11/23/2024	989709				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Engineer 42210		Engineer	VehEqParts		37.47				
							37.47			
10090	Motor Parts & Equipme	0000		EFT	11/29/2024	990229				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		50.28				
							50.28			
						CHECK TOTAL	155.47			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10559	On Target A & M Inc	0000		EFT	11/10/2024	1774001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		287.58				
	2 SwrColl 43090		Sewer Coll	ProfSrv		287.57				
	3 Storm 43090		Storm Wtr	ProfSrv		287.57				
							862.72			
	CHECK TOTAL						862.72			
10218	Pantheon Computer Sys	0000		EFT	12/01/2024	140347				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 IT 43090		IT	ProfSrv		10,520.00				
							10,520.00			
	CHECK TOTAL						10,520.00			
10568	Plunkett's Pest Contr	0000		EFT	11/09/2024	8836292				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 44010		CC Fac	Bldg Maint		43.80				
							43.80			
	CHECK TOTAL						43.80			
10591	RC Bliss Inc	0000		EFT	11/21/2024	118				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CP PW 45400		CP PW	Mach&Equip		23,791.49				
	2 StrMaint 42210		StrMaint	VehEqParts		783.52				
							24,575.01			
10591	RC Bliss Inc	0000		EFT	11/15/2024	5029777				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts		18.95				
							18.95			
	CHECK TOTAL						24,593.96			
10628	SHI International Cor	0000		EFT	11/20/2024	B18951124				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 HRA 42010		Frbt HRA	Supplies		151.78				
							151.78			
	CHECK TOTAL						151.78			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10032	Shred Right		0000		EFT	10/31/2024	0033823			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43090		Police	ProfSrv			40.00		
								40.00		
							CHECK TOTAL	40.00		
10630	State Industrial Prod		0000		INV	11/24/2024	903546125			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	EqMaint 42010		EqMaint	Supplies			1,227.27		
								1,227.27		
							CHECK TOTAL	1,227.27		
10056	Steele Waseca Coop EI		0000		INV	11/16/2024	123			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Airport 43810		Airport	Elec Util			1,060.72		
	2	Water 43810		Water	Elec Util			743.79		
	3	SwrColl 43810		Sewer Coll	Elec Util			421.28		
								2,225.79		
							CHECK TOTAL	2,225.79		
10943	T Nelson Properties L		0000		INV	12/05/2024	67			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	EDA 43090		EDA	ProfSrv			13,507.50		
								13,507.50		
							CHECK TOTAL	13,507.50		
10946	Texon II Inc		0000		EFT	07/06/2024	SI-137536			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Fac 42010		CC Fac	Supplies			746.79		
								746.79		
							CHECK TOTAL	746.79		
10040	Tifco Industries Inc		0000		EFT	11/01/2024	72022235			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	EqMaint 42010		EqMaint	Supplies			183.00		
								183.00		
							CHECK TOTAL	183.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10648	Timm's Trucking Inc	0000		EFT	11/14/2024	69585					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42010		P&Tmaint	Supplies		359.68					
							359.68				
10648	Timm's Trucking Inc	0000		EFT	11/13/2024	69581					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44050		P&Tmaint	EOMaint		460.47					
							460.47				
						CHECK TOTAL	820.15				
10133	Truck Center Companie	0000		EFT	11/14/2024	XA304173253:01					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		24.05					
							24.05				
						CHECK TOTAL	24.05				
10222	Tyler Technologies In	0000		EFT	10/30/2024	045-487761					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		2,608.00					
							2,608.00				
10222	Tyler Technologies In	0000		EFT	11/08/2024	045-489092					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		5,216.00					
							5,216.00				
10222	Tyler Technologies In	0000		EFT	10/31/2024	045-488655					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		34,167.95					
							34,167.95				
10222	Tyler Technologies In	0000		EFT	10/30/2024	045-487762					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		5,216.00					
							5,216.00				
						CHECK TOTAL	47,207.95				

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 111224PD 11/12/2024

DUE DATE: 11/12/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10959	Verizon Wireless		0000		INV	11/22/2024	9977047998			
ACCOUNT DETAIL							LINE AMOUNT			
1	Admin	43210		Admin	Telephone			41.39		
2	CC Fac	43210		CC Fac	Telephone			41.39		
3	CH Fac	43210		CH Maint	Telephone			41.39		
4	CodeInsp	43210		Code/Insp	Telephone			343.01		
5	Comms	43210		Communicat	Telephone			41.39		
6	Engineer	43210		Engineer	Telephone			101.45		
7	Fin	43210		Finance	Telephone			41.39		
8	Fire	43210		Fire	Telephone			408.45		
9	HR	43210		HR	Telephone			41.39		
10	IT	43210		IT	Telephone			92.78		
11	Library	43210		Library	Telephone			41.39		
12	Parks	43210		P&Tmaint	Telephone			225.61		
13	Police	43210		Police	Telephone			2,401.29		
14	PWAdmin	43210		PW Admin	Telephone			61.41		
15	Storm	43210		Storm Wtr	Telephone			162.86		
16	StrMaint	43210		StrMaint	Telephone			41.39		
17	SwrColl	43210		Sewer Coll	Telephone			184.22		
18	Water	43210		Water	Telephone			362.92		
							CHECK TOTAL	4,675.12		
								4,675.12		
10249	WSB & Associates Inc		0000		EFT	10/18/2024	R-027038-000-1			
ACCOUNT DETAIL							LINE AMOUNT			
1	Storm	43090		Storm Wtr	ProfSrv			1,500.00		
							CHECK TOTAL	1,500.00		
								1,500.00		
10673	Ziegler Inc		0000		EFT	11/16/2024	IN001674239			
ACCOUNT DETAIL							LINE AMOUNT			
1	StrMaint	42210		StrMaint	VehEqParts			502.94		
							CHECK TOTAL	502.94		
								502.94		
112	INVOICES			WARRANT TOTAL			166,992.63	166,992.63		



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: November 12, 2024
SUBJECT: Resolution 2024-214 Approve Street Closures for Winterfest Celebration

Background:

A request has been made by Casie Steeves, on behalf of the Faribault Area Chamber of Commerce, to close downtown streets for the Winterfest Celebration on Saturday, December 7, 2024.

They have requested to close Fifth Street NW from Central Avenue to First Avenue NW from 9 a.m. to 12 a.m. for live music. They also requested to close Central Avenue from Division Street to Sixth Street NW from 2 p.m. to 8 p.m. for the Winterfest Parade.

Recommendation:

Approve Resolution 2024-214 to close the above listed streets as requested on Saturday, December 7, 2024, for the Winterfest Celebration.

Attachments:

1. Resolution 2024-214 Approve Street Closures for Winterfest Celebration
2. Requests

CITY OF FARIBAULT

RESOLUTION #2024-214

APPROVE STREET CLOSURES FOR WINTERFEST CELEBRATION

WHEREAS, the Faribault Area Chamber of Commerce is hosting a downtown Winterfest Celebration on Saturday, December 7, 2024; and

WHEREAS, they plan to close Fifth Street NW from Central Avenue to First Avenue NW from 9 a.m. to 12 a.m. for live music; and

WHEREAS, they plan to close Central Avenue from Division Street to Sixth Street NW from 2 p.m. to 8 p.m. for the Winterfest Parade; and

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

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

NOW, THEREFORE BE IT RESOLVED that Fifth Street NW from Central Avenue to First Avenue NW will be closed from 9 a.m. to 12 a.m. for live music on Saturday, December 7, 2024.

ALSO, BE IT RESOLVED, that Central Avenue from Division Street to Sixth Street NW will be closed from 2 p.m. to 8 p.m. for the Winterfest Parade on Saturday, December 7, 2024.

ALSO, BE IT RESOLVED, that the event sponsor should enter into the City's standard agreement regarding street closures and sponsored events.

Adopted: November 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator



Street Closure Application

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

5th St NW

Street Address

between

~~9th St~~ Central

(Street Name)

and

1st Ave NW

(Street Name)

for

winterfest - (Bar Area)

(description of event)

between the hours of

9AM

and

12:AM

on

Date:

12/7/2024

Applicant information:

Name:

Casie Steeves

Address:

530 Wilson Ave

Phone:

507 491 6175

2nd Contact person:

Name:

Nort JOHNSON

Address:

530 Wilson Ave

Phone:

605-490-4237

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

This application has been reviewed and approved on:

By:

Public Works Department

By:

Fire Department

By:

Police Department



Street Closure Application

(I) (we) hereby request consideration for closure of Central Avenue
Street Address

between Division St and 6th St NW
(Street Name) (Street Name)

for Winter fest - Parade
(description of event)

between the hours of 2p and 8p on Date: 12/7/2024

Applicant information:

Name: Casie Steeves

Address: 530 Wilson Ave

Phone: 507 441 6175

2nd Contact person:

Name: Nort Johnson

Address: 530 Wilson Ave

Phone: 605 440 4237

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

This application has been reviewed and approved on:

By:

Public Works Department

By:

Fire Department

By:

Police Department



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 12, 2024
SUBJECT: Resolution 2024-218 Canvass of General Election Results

Background:

On November 5, 2024, a General Election was held for Mayor and three seats for City Council Members. Section 2.03 (Council Composition and Election) of the Charter states that each Council member shall serve for a term of four years and until a successor is elected and qualifies.

Each election cycle, the official Election Abstract is completed by Rice County Property Tax and Elections. The newly elected Mayor and Council Members terms will begin the first Monday of January 2025.

Recommendation:

Approve Resolution 2024-218

Attachments:

1. Resolution 2024-218 Canvass General Election Results
2. General Election Abstract Results

CITY OF FARIBAULT

RESOLUTION #2024-218

CANVASS OF GENERAL ELECTION RESULTS

WHEREAS, the General Election was held on November 5, 2024, for Mayor and three seats for City Council Member - four-year terms; and

WHEREAS, Section 2.03 (Council Composition and Election) of the Charter states that each Council member shall serve for a term of four years and until a successor is elected and qualifies; and

WHEREAS, the results prepared and certified by the election judges have been presented in summary form to the City Council for inspection as follows:

Mayor – Elect One (4-year term)

Thomas J Spooner	4838
Jonathan Wood	3477
Write-In Total	73

City Council members – Elect Three (4-year terms)

Mandy Barnes	4127
Royal Ross	3845
Chuck Thiele	3380
John Rowan	2981
David A. Blais	2228
Mike Reeves	2810
Write-In Total	123

NOW, THEREFORE BE IT RESOLVED, that by the City Council that the following candidates have been elected to terms commencing on the first Monday of January 2025 as follows:

Mayor – Elect One (4-year term)

Thomas J Spooner	4838
------------------	------

City Council members – Elect Three (4-year terms)

Mandy Barnes	4127
Royal Ross	3845

Chuck Thiele

3380

ALSO, BE IT RESOLVED, that the City Clerk shall cause a copy of this resolution to be published in the official city newspaper.

Date Adopted: November 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Abstract of Votes Cast
In the Precincts of the City of Faribault
State of Minnesota
at the State General Election
Held Tuesday, November 5, 2024

as compiled from the official returns.

Summary of Totals
City of Faribault
Tuesday, November 5, 2024 State General Election

Number of persons registered as of 7 a.m.	11712
Number of persons registered on Election Day	1320
Number of accepted regular, military, and overseas absentee ballots and mail ballots	3669
Number of federal office only absentee ballots	9
Number of presidential absentee ballots	0
Total number of persons voting	10010

Summary of Totals
City of Faribault
Tuesday, November 5, 2024 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Faribault)

NP
Thomas J Spooner
4838

NP
Jonathan Wood
3477

WI
WRITE-IN
73

Council Member (Faribault) (Elect 3)

NP
Royal Ross
3845

NP
Chuck Thiele
3380

NP
John Rowan
2981

NP
David A. Blais
2228

NP
Mike Reeves
2810

NP
Mandy Barnes
4127

WI
WRITE-IN
123

Detail of Election Results
City of Faribault
Tuesday, November 5, 2024 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
66 0025 : FARIBAULT P-1	2765	322	2462
66 0030 : FARIBAULT P-2	2388	251	2113
66 0035 : FARIBAULT P-3	3595	415	3080
66 0040 : FARIBAULT P-4	2964	332	2355
City of Faribault Total:	11712	1320	10010

Detail of Election Results
City of Faribault
Tuesday, November 5, 2024 State General Election

Office Title: Mayor (Faribault)

Precinct	NP Thomas J Spooner	NP Jonathan Wood	WI WRITE-IN
66 0025 : FARIBAULT P-1	1171	908	15
66 0030 : FARIBAULT P-2	1104	679	15
66 0035 : FARIBAULT P-3	1489	1040	26
66 0040 : FARIBAULT P-4	1074	850	17
Total:	4838	3477	73

Office Title: Council Member (Faribault) (Elect 3)

Precinct	NP Royal Ross	NP Chuck Thiele	NP John Rowan	NP David A. Blais	NP Mike Reeves
66 0025 : FARIBAULT P-1	911	813	819	572	698
66 0030 : FARIBAULT P-2	781	676	597	511	648
66 0035 : FARIBAULT P-3	1273	1078	875	630	842
66 0040 : FARIBAULT P-4	880	813	690	515	622
Total:	3845	3380	2981	2228	2810

Precinct	NP Mandy Barnes	WI WRITE-IN
66 0025 : FARIBAULT P-1	1097	26
66 0030 : FARIBAULT P-2	885	28
66 0035 : FARIBAULT P-3	1270	32
66 0040 : FARIBAULT P-4	875	37

Detail of Election Results
City of Faribault
Tuesday, November 5, 2024 State General Election

Office Title: Council Member (Faribault) (Elect 3)

Total:	4127	123
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We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 5, 2024

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Faribault Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2024.

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

State of Minnesota
City of Faribault

I, _____, Clerk of the City of Faribault do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Faribault State General Election held on Tuesday, November 5, 2024.

Witness my hand and official seal of office this _____ day of _____, 2024.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 12, 2024
SUBJECT: Approve Hangar Rental Agreement

Background:

Due to a recent vacancy, the City has received a new Hangar rental Agreement from Mark Juelfs of Faribault, MN. The lease term expires December 31, 2024.

Recommendation:

Approve Mark Juelfs Hangar Rental Agreement

Attachments:

1. Hanger 624 Mark Juelfs Lease Agreement

HANGAR RENTAL AGREEMENT

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

This hangar rental agreement is made on: 11-1-2024

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

SECTION 1 – OCCUPANT

1.1 Occupant Name: Mark Juhs
Occupant Address: [REDACTED]
Faribault MN 55021
Phone: [REDACTED]
E-Mail: [REDACTED]
Aircraft Registration No. N618MJ

Referred to as the "Occupant" in this document.

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

SECTION 2 – HANGAR

- 2.1 Hangar. This agreement is for Hangar # 624, in Building 2 as identified on the map maintained by the City of Faribault Public Works Department.

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

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

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

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

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

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

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

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

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

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

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

SECTION 5 – TERMINATION PROVISIONS

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

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

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

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

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

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

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

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

6.7 General Provisions:

a. Airport Access

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

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

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

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

m. Notice

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

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

If to the occupant: Mark Juelfs
[REDACTED]
Faribault MN 55021

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

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

The term of this agreement begins on the date indicated:

11-1-2024

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek, Mayor

Attest: _____
Jessica L. Kinser, City Administrator

OCCUPANT:

Dated: 10.24.2024

By: Mark Juelfs



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 12, 2024
SUBJECT: Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License

Background:

Faribault Minnesota Chapter, Inc. submitted an Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for an event that will be held on January 18, 2025, at Faribault Harley Davidson. If approved, the application will be sent to Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Temporary On-Sale Liquor License.

Attachments:

1. Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License - MN Chapter

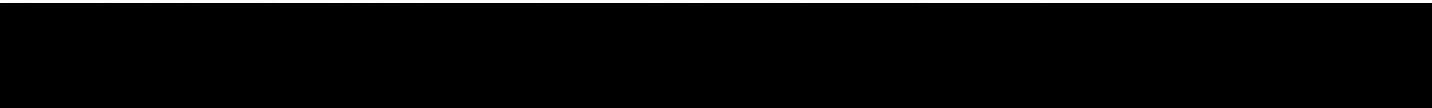


Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

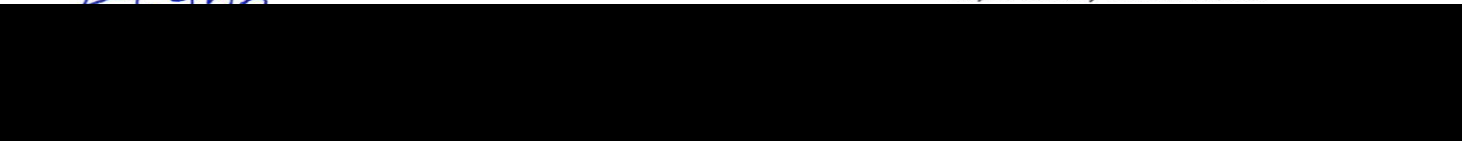
Name of organization		Date of organization	
Faribault Minnesota Chapter, Inc		5/13/96	
Organization Address (No PO Boxes)	City	State	Zip Code
2704 Airport Dr	Faribault	Minnesota	55021
Name of person making application		Business phone	
Ann M. Hofmeister		507-334-5130	
Date(s) of event	Type of organization ☐ Microdistillery ☐ Small Brewer		
Jan. 18, 2025	☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name	City	State	Zip Code
Ann M. Hofmeister	Faribault	Minnesota	55021
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
Indoors at Faribault Harley-Davidson

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.



APPROVAL	
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT	
Faribault	November 12, 2024
\$350	January 16, 2025
City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☒ No	hatechta@ci.faribault.mn.us
24452	City or County E-mail Address



CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: November 12, 2024
SUBJECT: Resolution 2024-216 Approve Hiring Planner I

Background:

Due to retirement, there is a need to hire a Planner I position. The position was posted from September 12, 2024 to October 11, 2024.

Seventeen applications were received, reviewed and scored. From that review, six were selected for an interview. The interview panel consisted of Harry Davis IV, City Planner, David Wanberg, Director of Community and Economic Development, Jamie Walburn, Human Resources Assistant and Kevin Bushard, Human Resources Director. The panel selected Leslie McGillivray-Rivas as the recommendation for hire.

Resolution 2024-216 recommends hiring Leslie McGillivray-Rivas. Leslie will be hired at grade J step 10 as per the Amended Non-Union Compensation Plan 2022-2024. Leslie will begin employment on December 2, 2024.

Recommendation:

Approve resolution 2024-216, approving the hiring of Leslie McGillivray-Rivas as Planner I.

Attachments:

1. Resolution 2024-216 Approve Hiring Planner I

CITY OF FARIBAULT

RESOLUTION #2024-216

APPROVE HIRING PLANNER I

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

WHEREAS, the City has advertised and interviewed for the Planner I position with the City; and

WHEREAS, the City Council desires to fill the vacant Planner I position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Leslie McGillivray-Rivas be extended an offer of employment to fill the vacant Planner I position.

Date Adopted: November 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: November 12, 2024
SUBJECT: Approve Professional Services Proposal for Two Rivers Park Siphon Box

Background:

The adopted 2024-2028 Capital Improvement Plan and the 2024 adopted budget included the replacement of the west Two Rivers sanitary sewer siphon box which is showing significant signs of deterioration mainly due to high presence of hydrogen sulfides. During investigation of the design for the replacement of the west siphon box, it was noted that the east siphon box is also showing the same deterioration. The existing siphon box conditions coupled with there close proximity to the river banks warrants expanding the scope of the project to evaluate options for replacing the siphon boxes or constructing an all new siphon system that will provide a more resilient design against both corossion and erosion and future developmet growth possibilities. The attached proposal from Stantec, a private consultant engineering firm, provides services to evaluate three options related to the replacement of the siphon structures including costs estimates.

Recommendation:

Approve Professional Services Proposal for Two Rivers Park Siphon Box from Stantec

Attachments:

1. Faribault Siphon Improvement Study Letter Proposal



Stantec Consulting Services Inc.
3800 Highway 52 North, Suite 130
Rochester MN 55901
Tel: (507) 282-2100

October 17, 2024

Mark DuChene – Director of Engineering
City of Faribault
1200 Belview Trail
Faribault, MN 55021

Reference: **Faribault Sanitary Sewer Siphon Improvement Project
Siphon River Crossing Replacement Alternatives Analysis and Report**

The City of Faribault (City) has two deteriorating siphon manholes and two siphon pipes of unknown condition crossing the Cannon River just downstream of its confluence with the Straight River. Over the last ~7 years, sewage and sulfuric acid (produced by bacteria metabolizing hydrogen sulfide gas) have severely corroded both concrete siphon manhole structures and the siphon valves are no longer operational. The condition of the ductile iron siphon pipe is unknown. In addition, the riverbanks near the siphon manholes are subject to scouring by the river and channel migration threatens the east siphon structure and downstream trunk sanitary sewer that runs parallel with the river channel.

City staff have requested Stantec prepare a proposal to complete an alternatives analysis and report to evaluate options and cost to replace portions of or the entire sanitary sewer siphon system and mitigate risk of future flood damage and continued corrosion of the siphon infrastructure. Stantec's letter proposal was developed after meeting with city staff to review present conditions of the siphon and surrounding sanitary sewer system and the risks posed to the sewer system by the adjacent river channels. The goal of this analysis is to provide information and recommendations to best position the city to continue to reliably deliver sewage to the wastewater treatment facility (WWTF), minimize future maintenance needs within the siphon system and reduce the risk of future flood damage.

Scope of Work

We have discussed this project with City staff on several occasions and consulted with various members of our municipal design services team to develop a detailed scope of services and work plan for this project. Enclosed is our Project Work Plan which includes proposed project work tasks, estimated hours, staff assignments, and estimated reimbursable expenses for your information. The project work plan tasks are described in detail in the following text.

Task 100: Project Management

This task includes the organization, management and coordination of services described in this scope of work. Stantec will perform the following:



Reference: Faribault Siphon Improvement Project

- Keep Mark DuChene - Faribault Director of Engineering advised on aspects of the work under this contract and communicate regarding progress and budget.
- Coordinate with City staff and other city consultants as necessary.
- Set up and maintain project files.
- Develop, monitor, and update as needed a project schedule.
- Coordinate with the project design team, verifying work is performed in an integrated manner, producing deliverables of consistent quality in compliance with the contract.
- Provide monthly invoices.

Stantec will hold a virtual kick-off meeting with City staff and key Stantec project members and prepare follow-up meeting notes. The meeting will facilitate the start of a collaborative effort between Faribault and Stantec staff and be used to discuss the details of the proposed project scope.

Task 200: Siphon Existing Conditions Evaluation and Modeling

This task includes collection and evaluation of 1998 design and construction records and associated GIS sewer system information provided by the City. In addition, Stantec will review pertinent parts of the City's comprehensive sanitary sewer plan including existing and projected ultimate peak sewage flows for the siphon river crossing and the existing SSA hydraulic model developed in 2020. We assume the 2020 Comprehensive Sanitary Sewer Plan includes wet and dry weather flows and projected 2040 sewer flows. City staff have indicated the projected sewer flows are likely unrealistically high and were based upon aggressive growth assumptions.

A representative model of the existing siphon will be developed using PCSWMM software. The model will be used to evaluate existing conditions and proposed alternatives in succeeding tasks. To develop the hydraulic model, Stantec will need the following data:

- Latest GIS / CAD database including manholes, sewer gravity mains, interceptors, cleanouts and fittings, siphons, etc. Data must include horizontal locations, pipe sizes, structure rims and invert elevations and pipe materials. Survey grade data is preferred.
- Siphon maintenance records including records of sediment and debris removal, if available.
- As-built trunk sanitary sewer main and siphon record drawings.
- Existing SSA sanitary sewer model used in preparation of past sewer comprehensive plan.
- Flow metering data for the sanitary sewer currently flowing through the siphon river crossing over the past 5 years. Stantec's assumes that manipulation of the flow metering data will not be required to provide accurate existing condition flow values.



Reference: Faribault Siphon Improvement Project

- Projected design flows to be used to size the siphon river crossing assuming the comprehensive sewer flow projections are deemed inadequate.

The data will be used to develop a hydraulic model and run initial capacity assessment scenarios. Existing metered flow data (if available) will be used to verify existing conditions. Detailed model calibration under dry and wet weather flow is not included in this scope.

Task 300: Alternatives Analysis and Report

Under this task Stantec will conduct an alternatives analysis to identify, assess and document trunk sewer siphon alternatives and estimated construction costs. Stantec will work with City staff on refining the alternatives for evaluation, if needed. The budget for this proposal is based on evaluation of the following three alternatives:

1. Replacement of upstream siphon manhole and trunk sewer leading to the upstream manhole with the new siphon manhole set back farther from the river.
2. Replacement of both the upstream and downstream siphon manholes and the trunk sewer connecting to the upstream / downstream manhole. Both siphon manholes will likely be set back farther from the river and the existing siphon pipe would be extended to the new manholes.
3. Replacement of both siphon manholes and the siphon piping under the river. The siphon piping will likely be lengthened significantly with the replacement of the downstream siphon manhole located toward the edge of the active floodplain and active channel migration area. Also reconfigure approximately 450-feet of trunk sewer immediately downstream of the east siphon structure so the sewer main is not at risk from the adjacent river channel migration.

A hydraulic model will be used to run existing and ultimate design flow conditions for the second and third alternative and a recommendation for the proposed siphon pipe size in alternative #3 will be provided. It is assumed that the siphon hydraulics in the first alternative would be similar to existing conditions and modeling would be unnecessary.

A brief report (up to ten pages) will be prepared describing each alternative and our associated analysis. For each alternative the following will be developed:

- Project cost estimates
- Sanitary sewer bypass pumping requirements and options to maintain flows using existing infrastructure
- Structure corrosion mitigation options and recommendations.
- Concept sewer configuration figure (plan view)
- Recommendations for pipe and structure sizing for current and future flows



Reference: Faribault Siphon Improvement Project

- Discussion of each alternative benefits and drawbacks

The cost estimates will be within the expected accuracy range for schematic design or concept studies (up to 15% design) as defined by AACE International¹.

One draft report will be prepared for City staff review. After receiving a consolidated list of comments, the report will be finalized. Responses to City staff comments will be discussed with the City prior to finalizing the report.

Excluded Work

The following work is not included in the proposal. Stantec can complete the following additional work tasks as a supplemental service if authorized by the City.

- Hydraulic model calibration
- Geotechnical exploration and laboratory soil testing
- Topographic survey or field measurements
- River scour depth analysis and hydraulic modeling of the Cannon and Straight rivers
- River channel migration analysis
- Cultural resources assessment
- Odor or hydrogen sulfide gas mitigation
- Structural analysis

Compensation and Schedule

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete the work detailed in our scope of services on an hourly rate basis, with a total estimated cost of \$34,750 plus reimbursable expenses estimated at \$100 for a total estimated not to exceed fee of \$34,850. The project duration from kick-off to final report is estimated at four months.

All of Stantec's work will be completed in accordance with the terms and conditions attached to this letter proposal. Upon acceptance of this proposal and notification to proceed from the City of Faribault, we will initiate work on the proposed tasks as described in the Scope of Work. Should you have any questions or concerns, please feel free to contact me at (507) 529-6036.

¹ AACE International Recommended Practice No. 56R-o8, Cost Estimate Classification System – As Applied For The Building And General Construction Industries



October 17, 2024
Page 5 of 5

Reference: Faribault Siphon Improvement Project

Regards,

STANTEC CONSULTING SERVICES INC.

Joseph C. Palen, PE

Principal

Phone: (507) 529-6036

Joseph.palen@stantec.com

By signing this proposal, the City of Faribault authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the ____ day of _____, 2024.

Per: City of Faribault

Jessica Kinser

Faribault City Administrator

Signature



Faribault Siphon Improvement Alternatives Analysis and Report Engineering Services Work Plan

Summary of Work Tasks, Total Estimated Labor Hours and Fees

Major Tasks / Staff Roll - Member	Client Manager - Joe Palen	Project Manger - Erik Peters	Senior Engineer - Daryl Kirshman	Hydraulic Engineer - Luisa Torres	Corrosion Protection Engineer - Mike Dupont	QC/QA & ITR	GIS/CAD Tech	Admin Assistant	Total Estimated Hours	Estimated Cost
Task 100 - Project management	8	4				4		2	18	\$3,560.00
Task 200 - Siphon Existing Conditions Evaluation	4	8	16	16			6		50	\$8,814.00
Task 200a - Model Development				24						\$3,960.00
Task 200b - Capacity Assessment				8						\$1,320.00
Task 300a - Alternatives Analysis	4	8	8	2	3		6		31	\$5,764.00
Task 300a.1 - Model Scenarios and Runs				8						\$1,320.00
Task 300b - Alternatives Report	4	16	8	8			4		40	\$7,284.00
Task 300c- Cost Estimates	2	12							14	\$2,728.00
Total Labor Estimate	22	48	32	66	3	4	16	2	153	\$34,750.00
Labor Cost Estimate	\$4,664.00	\$9,216.00	\$5,792.00	\$10,890.00	\$708.00	\$848.00	\$2,384.00	\$248.00		\$34,750.00
Reimbursable Expenses (Mileage)										\$100.00
Stantec 2024 Rates	\$212.00	\$192.00	\$181.00	\$165.00	\$236.00	\$212.00	\$149.00	\$124.00	---	---
Stantec Estimated Total Fee - (Hourly - Not to Exceed Cost)										\$34,850.00



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or



damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: November 12, 2024
SUBJECT: Approve Request for Proposals for Woolen Mill Dam Feasibility Report

Background:

On July 3, 2024, emergency stabilization repairs were made to the north abutment wall on the south Woolen Mill Dam spillway due to erosion and settlement issues related to record high water levels. A federal disaster declaration related the high water event was declared and as such the City has been working with representatives from FEMA and Minnesota HSEM to identify steps forward to repair the spillway. The first step in the process is to secure an outside engineering consultant to complete a structural analysis of the dam and provide recommendations and a feasibility report on any further needed emergency repairs as well as long term repairs and/or replacement recommendations for the dam. Pending the outcomes of the feasibility report, next steps will be determined in conjunction with FEMA, HSEM, MNDNR, adjacent land owners and the City.

Attached is a request for proposals for the feasibility report and structural analysis of the existing dams. A requirement of the FEMA process is that the City solicit competitive proposals for all work that may be eligible for reimbursement.

Recommendation:

Approve Request for Proposals for Woolen Mill Dam Feasibility Report

Attachments:

1. City of Faribault Cannon River Dam RFP - November 2024



REQUEST FOR PROPOSALS

CANNON RIVER WOOLEN MILL DAM CONCEPT DEVELOPMENT AND FEASIBILITY ANALYSIS



ISSUED BY CITY OF CITY
OF FARIBAULT

NOVEMBER 12, 2024

PROPOSALS DUE BY 1:00 PM CST on FRIDAY, DECEMBER 20, 2024

Minnesota Statutes Chapter 13.

1. Introduction

a. Project Background

In 1938, the City of Faribault became the owner of the Faribault Woolen Mill Dam along the Cannon River and was deeded the flowage rights forever. As the owner, the city has been and continues to be responsible for the ongoing operations, maintenance, repairs and modification/replacement of the dam.

In July 2024, the south spillway dam experienced overtopping of the north abutment from the preceding significant precipitation events. The overtopping caused severe erosion and failure of the north abutment wing wall. The City completed emergency repairs consisting of filling the area with rock fill. The City would like to perform a feasibility study to investigate alternatives for repair of the north abutment wing wall and possibly replacing the dam with a rock riffle or similar structure.

The City desires to maintain the upstream pool. The dam has two sections consisting of an overflow spillway (southern spillway) and gated spillway (northern spillway), which are separated by 435 feet of earth. The earth that separates the flow of the river between the two structures is designated as Slevin Park. The two channels then rejoin approximately 900 feet downstream at the confluence with the Straight River. Two bridges, on 2nd Avenue NW, cross the river approximately 400 feet downstream of each structure.

The City of Faribault is working with FEMA and the MNDNR to complete a comprehensive feasibility study, design, engineering, and environmental analysis related to the repair and/or replacement of the Woolen Mill Dam. The feasibility study must:

- 1) Assess the condition of the existing spillways and identify and recommend needed immediate repairs to ensure the stability of the southern spillway.
- 2) Assess the feasibility of repairing the southern spillway abutment and stairway to pre-disaster conditions.
- 3) Assess the feasibility of removing and replacing either just the southern spillway or both spillways with a rock riffle or similar structure.
- 4) For all scenarios identify potential funding sources (FEMA, DNR, ETC) and provide schedules through final construction for each scenario.

b. RFP and Project Schedule

- Pre-Proposal Meeting December 5, 2024 (Teams call for 10am) Proposal Questions Due Noon, December 10, 2024
- Proposals Due 1:00 pm, Friday December 20, 2024
- Consultant Selection January 14, 2025
- Consultant Contracts Executed and Notice to Proceed January 21, 2025
- Kickoff Meeting Week of February 3rd, 2025
- Present Assessment of Current Dam Conditions and Recommendations for

any Immediate repairs April 1, 2025

- Present Alternatives for Council Work session May 1, 2025
- Council Meeting – Present Final Feasibility Report July1, 2025

2. Instruction to Proposers

a. Proposer Contact Information

Responding firms shall submit one project contact person who will be responsible for receiving communications from the City during the RFP process. Contact information for firms project manager shall be sent to mduchene@ci.faribault.mn.us no later than November 15th, 2024.

b. Proposal Submission

Proposals shall be submitted via email to City of Faribault, mduchene@ci.Faribault.mn.us Proposals must be received by 1:00 PM CST on Friday, December 20, 2024. See Proposal Contents section for proposal requirements.

c. Inquiries and Communications Restrictions

Questions about the project or RFP process shall be submitted via email to Faribault Public Services mduchene@ci.Faribault.mn.us by Noon, December 10, 2024. Responses will be provided as questions are received. Responses and any addenda to the RFP will be sent to Proposers via email. In order to ensure a fair review and selection process, firms submitting responses are prohibited from contacting any other City staff or City Council members regarding the RFP. Violation of this prohibition may result in rejection of the consultant's submittal.

City's Right to Withdraw, Cancel, Suspend and / or Modify RFP

The City reserves the right to withdraw, cancel, suspend, and/or modify this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise. The issuance of this RFP and receipt of proposals does not commit the City of Faribault to award a contract.

d. Proposer's Right to Withdraw or Modify Proposal

A proposal may be withdrawn by written request of the Proposer prior to the proposal due date. Prior to the proposal's due date, changes may be made, provided the change is submitted in writing and signed by an officer or authorized representative of the Proposer. No modification, unless in writing, will be accepted.

e. Public Disclosure of Proposal Documents

Under Minnesota law, proposals are private and nonpublic until the proposals are opened on the proposal due date. Once the proposals are opened, the name of the Proposer becomes public. All other data in the proposal is private or nonpublic data until completion of the evaluation process. The evaluation process is completed when the City enters into a Professional Services Agreement with a Proposer. At that time, all remaining data submitted by all Proposers is public with the exception of data exempted under Minn. Stat. Section 13.37 of the Minnesota Government Data Practices Act.

If the Proposer believes nonpublic data is included in its proposal, Proposer shall clearly

identify the data and cite the Minnesota Government Data Practices Act exemption(s). However, the Proposer agrees, as a condition of submitting a proposal, the City will not be liable or accountable for any loss or damage which may result from a breach of confidentiality, as may be related to the proposal. Pricing, fees and costs are public data.

The Proposer agrees to indemnify and hold the City, its officials, agents and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

f. **Proposer's Costs**

The City shall not be responsible for any costs incurred by Proposer in connection with this RFP. Proposer shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

3. Scope of Services

The scope of services for this RFP is generally the evaluation and conceptual design of the Woolen Mill Dam.

The selected consultant will prepare a summary of the regulatory requirements of each element of the project, work with the City and their project manager to develop alternative project concepts, develop cost estimates, life cycle analysis, identify construction funding sources and attend meetings and design charrettes to advance the project. The goal of this contract is to identify what if any immediate repairs/stabilization is needed for the south spillway and then to pick a preferred long term alternative, determine if all desired components of the project can be achieved and determine construction cost, identify regulatory agencies requirements and permitting, and funding sources/opportunities.

The City's project manager is Mark DuChene, Director of Engineering (City Engineer) who will facilitate the design process and feasibility report preparation.

The Proposer will define the scope of work necessary to complete the project, excluding the City's project manager's scope of work. Any assumptions about the City's project manager role, not made clear in the RFP, should be stated in the Proposer's scope of work.

The City's preference is to receive proposals from firms that have assembled a complete team to address all elements of the project outlined above. Only firms specifically invited to propose may submit a response to the RFP.

At a minimum, the Proposer's work shall include the following:

Project Management and Meetings

This task includes a project kick-off meeting, communication with regulatory agencies, solicitation of public feedback / input, and engagement throughout the project. The following major tasks are anticipated:

- Project Management
- Kick Off Meeting
- Workshop 1 – Perform after data collection and concept development

- Public engagement meeting
- Workshop 2 – Perform at 95% completion to review concepts and cost estimates
- Internal Team Meetings – Assume up to eight internal meetings

Data Collection and Site Survey

Hydrologic and hydraulic data collection, sediment composition and volume review, and structural engineering data review to aid in the analysis of modification or removal are key to identifying a feasible path forward for the future of the dam.

- Review existing documentation from City and DNR files
- Topographic Survey of dam features
- Bathymetric Survey (Upstream and Downstream)
- Structural review of existing dam
- Site review of existing conditions, including the Faribault Woolen Mill Co.
- Identify any historic, archaeological or environmental concerns
- Identify any additional services required (geotechnical evaluation, sediment collection/analysis)

Feasibility Study

The feasibility study will be conducted to identify and layout a potential path forward to either reconstruction of the damaged portions of the dam or removal/reconstruction and incorporation of a rock riffle (or similar) structure. Proposer will prepare a feasibility report with concept renderings of the options, outline a sediment management plan, develop a staging plan, along with opinions of probable construction cost and fundings avenues.

- Develop site plan
- Develop high level concepts for review
- Repair concepts and cofferdam figures
- Removal and riffle structure figures and concept renderings
- Perform preliminary hydraulic modeling of riffle structure
- Develop 95% Feasibility Report
- Update hydraulic modeling of riffle structure
- Update concept for repair and dam removal
- Agency Coordination (USACE, SHPO and MNDNR)
- Review funding opportunities
- Review permit requirements
- Final concept drawings and details

- Opinions of probable cost
- Identify Potential Funding Opportunities
- Final feasibility report

4. Proposal Contents

Proposal shall have pages numbered and be limited to 10 pages, excluding front / back covers, table of contents and resumes. Any changes to this RFP will be made by the City of Faribault through a written email addendum. No verbal modifications will be binding.

The following are the minimum proposal requirements:

a. Cover Letter

Introduce the Consultant submitting the proposal, including the name, address, telephone number, and email address of the contact person(s) representing the Consultant and also the names of other firms or key individuals proposed on the team. Acknowledge receipt of RFP addenda, if any, and state that the proposal shall remain valid for a period of not less than 120 days from the date of submittal. Each proposal shall be signed by a principal of the Proposer firm, or another person, who is fully authorized to act on behalf of the Proposer.

b. Table of Contents

Identify the proposal material by section and page number.

c. Project Understanding / Statement of Goals and Objectives

Summarize the Proposer's understanding of the project and identify the goals and objectives for the project. Give a brief description of issues you believe significant on this project; how you intend to help limit project costs; your understanding of the regulatory agencies; any unique options to be pursued for these modifications; and a brief outline of your project approach.

d. Experience and Qualifications

Identify the general background of the participating firm or firms. An outline of the responder's background and experience must include examples of the responder's prior experience with similar projects. The responder shall also provide an organizational chart showing personnel assigned to the project along with a description of which project tasks each person(s) will be responsible for and relevant detail regarding their training, education and experience. No change in personnel assigned to the project will be permitted without the written approval of the City of Faribault. Include resumes in an appendix to be separate from the other page limited content.

e. Proposed Team

A single Project Manager from the firm must be identified. In addition to the project manager the Proposer shall at a minimum provide details on the lead Project Engineer, core design team, and subconsultants (if any). For each of the key personnel the Proposer shall provide detailed educational experience including working with the Project Manager, and any additional information to demonstrate competence and ability to fulfill the obligations of the contract. The project manager identified must have been a project manager on a similar project prior to working on this project. No key personnel may be changed without written permission from the City. Describe the name

and

location of other sub-consultants that would be used by the firm. At a minimum, resumes of key staff shall be included at the end of the proposal or in an appendix (resumes do not count toward page limit totals)

f. **Proposed Work Plan and Approach**

Provide a detailed work plan that identifies the major project tasks to be accomplished and one that can be used as a scheduling and managing tool, as well as the basis for invoicing. The work plan must present the responder's approach, task breakdown, deliverable due dates, personnel working on the project, hours/cost per task and personnel. Specific techniques, methodologies and approaches to Quality Control should be included in this section.

The responder shall include price information or hour summaries in the proposal.

g. **Conflict of Interest Disclosure**

The Proposer shall identify any and all potential conflict of interest.

5. Evaluation and Selection

a. **Proposal Evaluation and Recommendation for Selection**

The RFP does not commit the City to enter into a Professional Services Agreement. Submission of a proposal as provided herein will neither obligate nor entitle a Proposer to enter into a contract with the City. The City, reserves the following rights, to be exercised in the City's sole and absolute discretion: 1) to determine whether any aspect of a proposal satisfactorily meets the criteria established in this RFP; 2) to seek clarification or additional information from any Proposer(s); 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Proposer(s) or contractor(s) that did not submit a proposal; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to request any Proposer replace a subconsultant with another prime consultant Proposer or specialty subconsultant Proposer; and 7) to cancel and/or amend by addenda this RFP, in part or entirely.

Evaluation of proposals will be conducted by a selection committee that may include a combination of City staff and other individual(s) determined and selected by the City. The City may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the City, and as such, they are not binding upon the City, nor may they be relied upon in any way by a Proposer.

b. **Evaluation of Responsiveness**

The City will consider all the material submitted by the Proposer to determine whether the Proposer's offer is in compliance with the terms and conditions set forth in this RFP. Responses that do not comply with the provisions in this RFP may be considered nonresponsive and may be rejected.

c. **Written Proposal Evaluation**

All responses received by the deadline will be reviewed by the selection committee and will identify the consultant firm that most closely meets the needs for the feasibility

report. All responses will be evaluated based on qualifications and cost of the feasibility report. A 100-percent scale will be used to create the final evaluation recommendation. The selection committee will evaluate the content of the written proposal based on the following criteria:

i. **Project Understanding (15%):**

The Proposer will describe the firm's understanding of the project scope.

ii. **Project Work Plan, Approach and Schedule (25%):**

The Proposer will be evaluated on clarity, innovation, conciseness, organization and the overall responsiveness to the RFP. Thoroughness of the proposed work program, including personnel assignments by employee classification (and estimated time needed for each task) and timelines, project tasks, benchmarks, milestones and deliverables for completion of the project primary tasks.

iii. **Project Personnel/Team (15%):**

The Proposer will be evaluated on the assignment of qualified and experienced engineering staff responsible for the project that have proven their ability to work together as a team on similar projects. The assignment of a single Project Manager who is skilled in managing projects of a similar scope, schedule and budget. The Project Manager designated will be the singular focal point for City staff communications.

iv. **Firm Experience/History (15%):**

The Proposer will be evaluated on the firm's qualifications, expertise and key project personnel in performing the services required to complete the design and construction administration as demonstrated by the firm's previous and current projects.

v. **Cost to Value (30%):**

The Proposer will provide a Work Plan itemization and summary that includes Consultant scope/task/hour/fee for the proposed work as compared to the value received by the City of Faribault. The Cost to Value proposal should coincidewith the personnel assigned to the project and the Project Approach and Schedule as outlined in Part B of this section.

d. **Execution of Contract**

Before a Professional Services Agreement becomes effective between the City and any Proposer, the Professional Services Agreement shall be approved by the City Council. If for any reason the City Council does not ratify and sign the Professional Services Agreement, then there are no binding obligations whatsoever between the City and the Proposer relative to the proposed Professional Services Agreement.

6. Contracting Ethics

It is a breach of ethical standards for any person or firm to offer, give, or agree to give any City employee or Councilmember, or for any City employee or Councilmember to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such

consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

The Consultant shall not assign or transfer any interest in a contract with the City without the prior written consent of the City.

To remove any potential or actual conflict of interest, a Consultant representing a private client submitting a project or activity to the City shall not represent or review said project or activity on the City's behalf.

The Consultant shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City.

The City requires affirmative action and, therefore, the firm selected shall not discriminate under the contract against any person in accordance with federal, state and local regulations.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: November 12, 2024
SUBJECT: Approve Professional Services Proposal for Viaduct Park Ice Feature Preliminary Design Services

Background:

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.

The attached proposal was reviewed at the November 6, 2024, Council work session and recommended for formal approval.

Recommendation:

Approve Professional Services Proposal for Viaduct Park Ice Feature Preliminary Design Services with Kimley Horn

Attachments:

1. IPO 2C - North Viaduct Area Park Skate Area Concept

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.

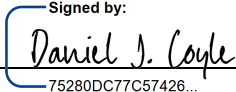
Identification of Project:	City of Faribault – North Viaduct Area Park
General Category of Services:	Concept Development
Scope of Basic Services:	Concepts and cost estimate for revised skate area See Exhibit A.
Additional Services If Required:	None
Deliverables:	Precedent imagery and rough order cost estimate
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: _____

BY:  _____

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 11/8/2024

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 ½" 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 ¼" 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	November 13, 2024
Tentative Concept Development Worksession	November 26, 2024
Tentative Concept and Cost Review Meeting With City	December 18, 2024
Final Recommendations to City Staff	January 10, 2026
Staff Presents Concepts and Cost at Council Worksession	January 21, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planner
MEETING DATE: November 12, 2024
SUBJECT: Resolution 2024-217 Approve an Address Change
from 223 2nd Street NW to 223 2nd Street NW
Units A and B for PH Investments LLC

Background:

PH Investments LLC, property owner of 223 2nd Street NW (PID # 18.31.1.26.447) requests changing the address of the home on the property to reflect an existing duplex for utility and renting purposes. The new address for the bottom unit is proposed as 223 2nd Street NW Unit A and the top unit proposed as 223 2nd Street NW Unit B. City staff reviewed the request and determined that the property does have two separate units and each unit should have its own address. The request complies with the E-911 address location system and addressing policies in the Community Management Program.

Recommendation:

Approve Resolution 2024-217

Attachments:

1. Resolution 2024-217 Approve an Address Change from 223 2nd Street NW to 223 2nd Street NW Units A and B for PH Investments LLC

CITY OF FARIBAULT

RESOLUTION #2024-217

APPROVE AN ADDRESS CHANGE FROM 223 2ND STREET NW TO 223 2ND STREET NW UNITS A AND B FOR PH INVESTMENTS LLC

WHEREAS, PH Investments LLC, property owner of the subject site, requests an address change for 223 2nd Street NW, Property Identification Number: 18.31.1.26.447; and,

WHEREAS, the property contains two dwelling units and the property owner wants separate addresses for utilities and rentals; and

WHEREAS, City staff recommends the bottom unit's address be changed to 223 2nd Street NW Unit A and the top unit to 223 2nd Street NW Unit B to conform with the E-911 address location system and addressing policies in the Community Management Program; and

WHEREAS, City staff completed a review of the request and made a report about said request, a copy of which has been presented to the City Council; and

WHEREAS, the City Council reviewed the staff report recommending approval of the address change and finds that the request will not impact other property owners; and

WHEREAS, the City Council finds that a waiver of the City policy requiring a public hearing before changing addresses is warranted to expedite this change and assist in future emergency responses to the subject site.

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

Section 1: Waiver of Public Hearing Policy. The City Council hereby waives the public hearing requirement stated in the Community Management Program.

Section 2. Approval of Address Change. The City Council approves the change of address from 223 2nd Street NW to 223 2nd Street NW Unit A and

223 2nd Street NW Unit B as requested by PH Investments LLC for their property.

Section 3. Compliance. The City Council authorizes the Mayor, City Administrator, City Planner, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 4. Effective Date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: November 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 12, 2024
SUBJECT: Resolution 2024-221 Approve Tobacco License for Southside Liquor and Tobacco

Background:

Bhikhabhai Patel on behalf of Southside Liquor and Tobacco, located at 401 10th Street SW, has submitted an application for a Tobacco License in the city of Faribault. All required fees have been paid and all required paperwork has been submitted. If approved by the Council, the license will be valid from December 1, 2024-December 31, 2025.

Recommendation:

Approve Resolution 2024-221.

Attachments:

1. Resolution 2024-221 Approve Tobacco License for Southside Liquor and Tobacco

CITY OF FARIBAULT

RESOLUTION #2024-221

APPROVE TOBACCO LICENSE FOR SOUTHSIDE LIQUOR AND TOBACCO

WHEREAS, Bhikhabhai Patel on behalf of Southside Liquor and Tobacco, located at 401 10th Street SW, has submitted an application for a Tobacco License in the city of Faribault; and

WHEREAS, the required fees have been paid and a completed application packet to request the license has been submitted; and

NOW, THEREFORE BE IT RESOLVED, Southside Liquor and Tobacco, located at 401 10th Street SW, be issued a Tobacco License valid December 1, 2024 through December 31, 2025.

Date Adopted: November 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 12, 2024
SUBJECT: Approve LG220 Application for Exempt Permit

Background:

Catholic United Financial Council 13SS Lawrence/Anne submitted an LG220 Application for Exempt Permit for an event on December 17th, 2024 at Bethlehem Academy. If the permit is approved by the Council, staff will send the signed application to Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve LG220.

Attachments:

1. LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Catholic United Financial Council 13SS Lawrence/Anne

Minnesota Tax ID Number, if any: _____

Federal Employer ID

Number (FEIN), if any: _____

Mailing Address: 22445 Morristown Blvd

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

Name of Chief Executive Officer (CEO): Connie DeGrood

CEO Daytime Phone: 507-838-1785

CEO Email: _____

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): lmoon@bacards.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: Faribault Zip: 55021 County: Rice

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 12/17/2024

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

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

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



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Jessica Kinser, City Administrator
MEETING DATE: November 12, 2024
SUBJECT: Approve 2025 Insurance Liability Coverage Waiver Form

Background:

Cities obtaining coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the City does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total, which all claimants would be able to recover for a single occurrence to which the statutory limits apply, would be limited to \$1,500,000.
- *If the City waives the statutory tort limits*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. The total that all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.

This decision must be made by the City Council. The City's Agent of Record, Jim Lundquist, recommends that the City of Faribault does not waive the monetary limits on municipal tort liability. In the past, the City Council has chosen not to waive the limits as a way of controlling liability insurance costs.

Recommendation:

Authorize the City Administrator to complete the Section I: Liability Coverage Waiver Form and request that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Attachments:

1. Liability-Coverage-Waiver-Form

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage.
Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

- ☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- ☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planner
MEETING DATE: November 12, 2024
SUBJECT: Resolution 2024-196 Deny Variance at 15 3rd Ave SW

Background:

This action is to deny the variances requested at 15 3rd Avenue SW. The City Council is required by law to take action on this issue by December 10th or the variances are granted. Staff is recommending the City Council approve the proposed resolution to deny the variances. This recommendation is consistent with the Development Agreement adopted by the City Council on October 22, 2024, with Resolution 2024-11.

The following information is from the original September 24th City Council packet.

This item is a continuation of Corey Newby's (the "Applicant") requests for approval of variances from parking setbacks in C-2 and curbing requirements for parking lots. The Applicant still requests to place no curb in the new parking lot and has altered the parking setback variance from a 0-foot setback to 5 feet from the property line to parking. The new narrative for the 5-foot setback centers around potential uses for the property and how a variance would facilitate additional parking. The Applicant continues to use the previous points from the initial submittal: the unique historic character of the property and comprehensive plan language supporting small businesses alongside traffic flows, drainage, and disturbance to the neighborhood. The amended and previous narratives by the Applicant may be found in the attachments. Diagrams and other information are also in the attachments.

The current variances proposed by the Applicant are still inconsistent with the planning and zoning aspects of the City of Faribault's Unified Development Ordinance. The main points for having parking lot setbacks are: keeping cars away from public ROW (and potentially overhanging into it), keeping space between the parking lot and the road for landscape and

screening, and providing a more pleasant aesthetic appeal to passersby and neighbors. The main points for having curbing around parking lots are: keeping cars from rolling or driving over property line/ROW, keeping cars from destroying landscaping adjacent to parking areas, keeping cars and nature from expeditiously fraying pavement edges and creating debris, and helping collect and direct drainage and run off. The Applicant does not attempt to make any compromise of the code requirements for parking lot curbing in favor of preserving the character or history of the property, which is not a valid point. The historic church is not material to the request and would only be material if there was an alteration to the church itself. The Applicant did amend their request by providing a partial, five (5) foot setback, but the request is to accommodate parking for unconfirmed or speculative uses on the property. The code requires a certain minimum number of spaces for each use, and while City Staff can confirm the applicant's need for 21 or 22 spaces for only their business, the remaining approximately 50 spaces are unlinked to any future use of the property. The Applicant should provide a full plan for the property through a PUD or other appropriate method to help clarify the amount of parking proposed, which may end up justifying the request to facilitate additional spaces through a parking setback variance.

The Comprehensive Plan does have principles, goals, objectives, and policies that address development, but none of them allude to giving small businesses variances when they request them. One of the core guiding principles cited by the Applicant is to "remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed." However, the ordinance is a requirement that the City Council put in place as a minimum level of expectation for development. While the existing areas are not curbed and are too close to the property line, the Applicant is changing the use of the property from an institutional and school use to a commercial and retail use, along with converting a schoolyard into a parking lot.

The Applicant cannot claim there is no room on the property to meet the requirements of the code, as City Staff demonstrates in the attached staff report that there is adequate room for the applicant's amended setback proposal for 73 spaces and meeting the parking lot landscape setback. Additionally, further documentation by the applicant's development team shows how meeting the setback and providing parking lot curbing is possible and the applicant recently received site plan approval for a plan that met parking setbacks and curbing requirements.

The Planning Commission at their September 3, 2024 meeting held a public hearing, heard from the Applicant, and voted to continue the item to the next meeting. At the September 16, 2024 meeting, the Applicant showed a property survey and site plan. The Planning Commission voted

unanimously to recommend approval of the resolution to City Council for denial of the Applicant's request. Since Council's first review of this request at the September 24, 2024 meeting, the Applicant, City Staff, and Council in work sessions came to an agreement for the Applicant to get their business started through a Developer's Agreement conditioned on meeting all city codes within 9 months of initiating the agreement. Between the last work session and this Council meeting, the applicant submitted for and received site plan approval, but has not signed the Developer's Agreement. The Applicant decided to continue pursuing variances by changing the parking setback request to 5 feet and renewing the parking lot curbing variance.

If the City Council agrees with the Planning Commission's findings and recommendations, the Council should approve the resolution denying the variance request. If the Council is inclined to consider approving the Applicant's request, the Council should provide direction to City Staff and continue the meeting for action at an upcoming Council meeting. The extended time for making a decision on the request ends on December 10, 2024.

The attached Planning Commission report is updated with the new request and provides an additional, in-depth review of the information presented.

Recommendation:

Approve Resolution 2024-196 to deny the requested variances.

Attachments:

1. Resolution 2024-196 Deny Variance at 15 3rd Ave SW
2. Updated Applicant Submittal

CITY OF FARIBAULT

RESOLUTION #2024-196

DENY VARIANCE AT 15 3RD AVE SW

WHEREAS, Corey Newby (the Applicant/Owner) requests variances from parking setbacks and curbing requirements at 15 3rd Ave SW; and

WHEREAS, the property described in the above recitals and graphically depicted in Exhibit A are hereinafter referred to as the subject property; and

WHEREAS, the Applicant requests maintaining the existing extent of pavement in an area proposed to be a parking lot, resulting in a setback of five (5) feet from the property line where a ten (10) foot setback for off-street parking is required under Appendix B UDO, Chapter 11, Article 1, Sec 11-100, Table 11-2, as depicted in Exhibit B; and

WHEREAS, the Applicant requests maintaining the existing pavement in an area proposed to be parking with no curb around the perimeter of the parking lot, resulting in no curbing around the proposed parking area where perimeter curbing is required under Appendix B UDO, Chapter 8, Article 2, Sec 8-110(A), as depicted in Exhibit B; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission, as depicted in Exhibit C; and

WHEREAS, the Planning Commission, on September 3, 2024 and September 16, 2024, following proper notice, held a public hearing regarding the requests, and following said public hearing made findings and recommended that the City Council deny the requested curb variance and previously requested zero (0) foot parking setback. Since

then, the applicant changed the request for a parking setback from zero (0) foot to five (5) foot; and

WHEREAS, following said public hearing, the Planning Commission recommended denial of the curb variance and previously requested zero (0) foot parking setback based on the following findings as required by Section 2-460 of the City's Unified Development Ordinance. After reviewing the amended parking setback request by the applicant, the City Planner also recommends denial of the five (5) foot parking variance based on the following findings as required by Section 2-460 of the City's Unified Development Ordinance:

1. The variance is in harmony with the general purposes and intent of the City's ordinances.

Finding: The applicant claims that the variances do not impact the site and ordinance in any way and not putting the curb in or removing some of the pavement to establish a setback would keep disturbances down. In the amended parking setback request, the applicant cites potential uses coming to the property as a reason for needing additional parking and that the additional parking may not work without a five (5) foot parking setback.

The criteria asks for details on how the variance is in harmony with the purpose or intent of the ordinance, which the Applicant does not provide. The main points for having parking lot setbacks are: keeping cars away from public ROW (and potentially overhanging into it), keeping space between the parking lot and the road for landscape and screening, and to provide a more pleasant aesthetic appeal to passersby and neighbors. The main points for having curbing around parking lots are: keeping cars from rolling or driving over property line/ROW, keeping cars from destroying landscaping adjacent to parking areas, keeping cars and nature from expeditiously fraying pavement edges and creating debris, and helping collect and direct drainage and run off. The Applicant does not attempt to make a compromise towards the curb requirements in favor of preserving the character or history of the property,

which is not a valid point. The applicant does cite drainage as a reason to not have curbing, but has provided no data or plans showing how drainage is already dealt with on-site and how a lack of curbs don't result in drainage spilling into the public ROW. The Applicant did amend their request by providing a partial, five (5) foot setback, but the request is to accommodate parking for unconfirmed or speculative uses on the property. The code requires a certain minimum number of spaces for each use, and while City Staff can confirm the applicant's need for 21 or 22 spaces for their business, the remaining approximately 50 spaces are unlinked to any future of use the property. The Applicant should provide a full plan for the property to help clarify the amount of parking proposed, which may end up justifying the request to facilitate additional spaces through a parking setback variance. However, the current submittal lacks the detail needed to support the variance.

Due to the largely residential character surrounding the subject property, staff sees all the main points above as critical for maintaining compatibility between the new use of the paved area as a parking lot and the adjacent properties. The variances requested by the applicant are not in harmony with the general purposes and intent of the City's ordinances.

2. The variance is consistent with the Comprehensive Plan.

Finding: The property is guided for commercial land use per the Comprehensive Plan and the proposed use of the land is for a retail business. The applicant claims that the variances cut out an unneeded step and strain on small business and help build up the core values of the comprehensive plan. The Applicant listed the core guiding principles in the comprehensive plan to support their requests.

The Comprehensive Plan does have principles, goals, objectives, and policies that address development, but none of them allude to giving small businesses variances when they request them. One of the core guiding principles cited by the

Applicant is "remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed." However, the ordinance is a requirement that City Council put in place as a minimum level of expectation for development. While the existing areas are not curbed and are too close to the property line, the Applicant is changing the use of the property from an institutional and school use to a commercial and retail use, along with converting a school yard into a parking lot. The City regularly deals with business and property owners moving into older parts of the City where the property owner is required to update much of their property, which usually includes the parking lot, up to current code. Most of these projects are shifting from commercial to commercial uses. Some of these projects are not complete updates, as the amount and cost of the updates must be proportional to the overall improvements of the property.

City Staff does not see how the variance requests comply with the Comprehensive Plan.

3. The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.

Finding: The applicant claims that the property has been as-is for almost 70 years with no issues and that the variances help save the first catholic church in Faribault. The speculative uses that the Applicant wishes to accommodate on the property have strong parking needs and so a setback variance is needed to accommodate the additional spaces.

City Staff does not see the applicant's above reasonings as justification for the criteria of reasonable use. In previous criteria, City Staff listed numerous reasons why a parking setback and curbing are good for development and help with compatibility. Providing curb around a parking lot or having parking setback from the public ROW are reasonable requirements contributing to compatibility with adjacent

properties. The historic character of the church, while a generally important topic, does not extend to the proposed parking area and is not a valid point for this criteria. The applicant does propose to use the property as a commercial business, which is a use permitted by the ordinance, but commercial uses should be compatible with adjoining properties and be as compliant with code as possible. Use of part of the property as a parking lot without setbacks and curbing isn't reasonable and permitted by ordinance. The Applicant's amended request for a five (5) foot parking setback instead of zero (0) foot must still be grounded in facts, which are missing from the submittal. The Applicant must be able to state the uses and their minimum require number of spaces, or provide evidence why these proposed uses need more spaces than what are required.

- 4. Unique circumstances apply to the property, which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control. The unique circumstances do not result from the actions of the applicant.**

Finding: The applicant claims that fewer alterations on a historic property from 1856 are better and that the money would be better spent on repairing the buildings.

The applicant's reasonings above fail to establish a unique circumstance that applies to the property. The Applicant bought the subject property, used previously as a church and school, with the intent to use it as a commercial business. They requested and succeeded in rezoning the property from P/I, Public Institutional to C-2, Highway Commercial. Previous discussions with the Applicant include a PUD to present an overall concept for the property and then establish project phasing. The historic church is not material to the request and would only be material if there was an alteration to the church itself. Additionally, the applicant cannot claim that repairs to the building override necessary improvements outside of the

structure, as the public is expected to use interior and exterior parts of the property and the parking lot is part of the outward property appearance. The property owner is also required to maintain the building as a base expectation prior to opening to the public. The circumstances stated by the applicant are not grounds for a variance, with circumstances created by the applicant during the process of buying and getting zoning entitlement for the subject property.

5. The variance does not alter the essential character of the neighborhood.

Finding: The applicant claims that the variance would result in less disturbance and that they would prefer to keep the original character.

The Applicant did not provide any additional information on how parking lot curbing and setbacks would be a significant break from the essential character of the area. As stated above, the proposed parking area is not part of the historic character for the property. While property redevelopment is generally disruptive, it is not something that happens for very long and does not impact the essential character of the neighborhood on its own. City Staff maintains that the required curb and parking setback would do more to protect the essential character of the neighborhood, which is primarily residential.

6. The variance requested is the minimum variance, which would alleviate the practical difficulties.

Finding: The applicant claims that the variance would result in less disturbance and that they would prefer to keep the original character.

Previous findings established that the applicant's points do not adequately address variance criteria, which mean there is no practical difficulty experienced by the Applicant. In City Staff's report to the Planning Commission (Exhibit C), the City Planner demonstrates how the applicant could develop a parking area in roughly the same location without needing a parking setback

variance. The Applicant received site plan approval in October 2024 for a parking lot that met setback and curb requirements, which further demonstrates that the requirements can be accomplished on the property. While the applicant's amended five (5) foot parking setback is less of a variance, the applicant still fails to demonstrate that the additional parking is needed for the development and how the additional parking demand creates a practical difficulty. City Staff does not see a minimum necessary variance in the applicant's proposal.

7. Economic conditions alone do not constitute practical difficulties.

Finding: The applicant claims that the variance would be better due to less change for the historic property and less disturbance for the neighborhood using the subject property's playground. Additionally, a change to the current conditions of the property may leave less growth for the business.

The argument regarding historic character is thrown out in previous criteria and does not apply. The neighborhood's use of the playground is not a valid reason for denying the variance as the property is not a public park and is immaterial to the variance at hand. The argument regarding a lack of room for growth if the parking area were to be compliant with ordinances is debunked in City Staff's report and diagram within Exhibit C as well as the applicant's own submitted and approved site plan in October 2024. Based on the arguments presented by the applicant and previous discussions with the Applicant, City Staff is not convinced that the request is without economic conditions. In a previous criteria, the Applicant stated that they would rather put more money into the building for repair. This point is the most applicable to the variance criteria, but unfortunately cannot be the only condition to the property or circumstance to be granted a variance.

WHEREAS, the City Council, at a public meeting, on September 24, 2024, considered the request, the report to the Planning Commission,

and the results of the public hearing, and sent the request to a series of City Council work sessions; and

WHEREAS, the City Council, at a public meeting, on November 12, 2024, considered the request and concurred with all findings of the Planning Commission and City Planner as stated in the above recitals and hereby makes the identical findings.

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

Section 1: Denial of the Requested Variances. The City Council hereby denies the requested variances as stated in the third and fourth recitals of this Resolution from Chapter 11, Article 1, Sec 11-100, Table 11-2 and Chapter 8, Article 2, Sec 8-110(A), of the City's Unified Development Ordinance. Said denial is based on the foregoing recitals, which are incorporated herein by reference, and which constitute the findings of the City Council, all of which are to protect the public's health, safety, and welfare.

Section 2. Compliance. The City Council authorizes the Mayor, City Administrator, City Planner, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 3. Effective Date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: November 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A Property Description



Blue Outline = Subject Property

PID 18.31.4.26.029 – 15 3rd Ave SW

Legal Description:

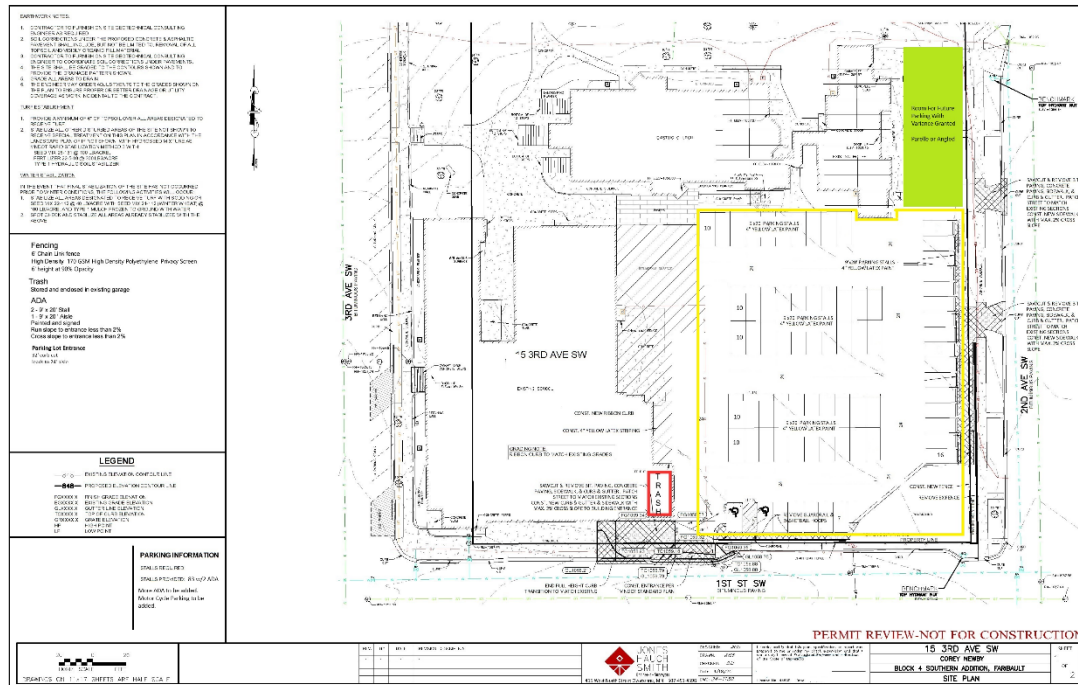
The Land referred to herein below is situated in the County of Rice, State of Minnesota, and is described as follows:

Block 4, Southern Addition to Faribault, according to the recorded plat thereof, and situate in Rice County, Minnesota.

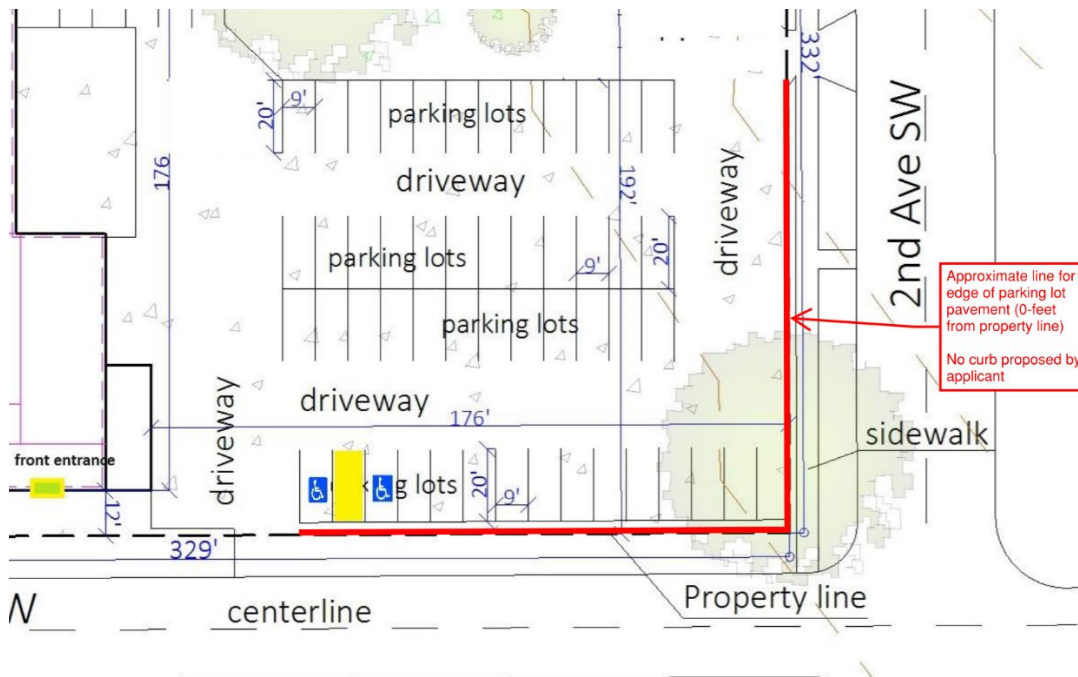
Abstract Property

Exhibit B

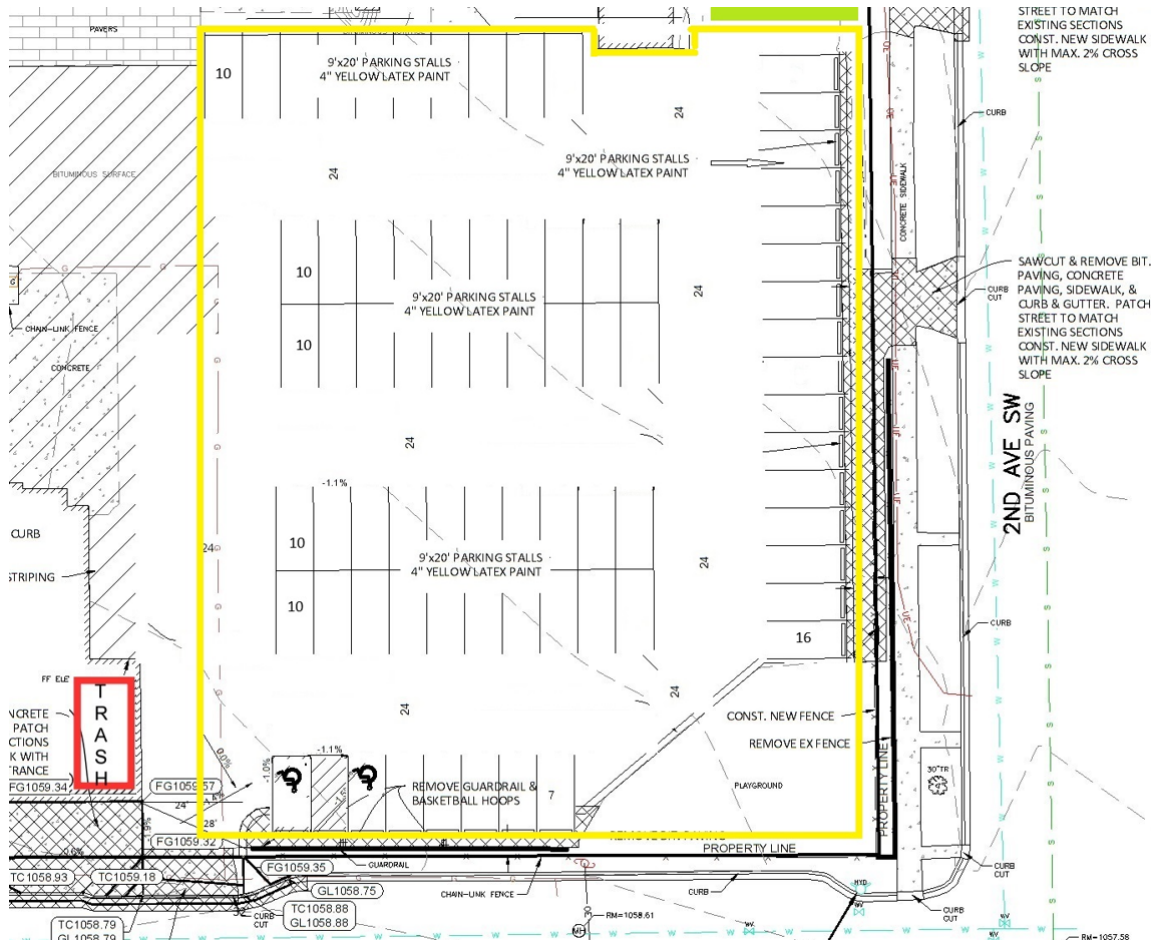
Depiction of Variance



Updated Site Plan



Previous Site Plan With No Setback and Curbing



Updated Site Plan and Variance Diagram – Yellow Line Along Street = 5' Setback

Exhibit C
Staff Report from Planning Commission

(insert document after this page)



Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, CED Director
FROM: Harry Davis, City Planner
MEETING DATE: September 16, 2024 *UPDATED FOR 11/12/2024 CC*
SUBJECT: Deny Variances for Parking Setback and Curbing –
Corey Newby/15 3rd Ave SW

Request:	Applicant requests approval for parking setbacks and curbing variances.
Recommendation:	The DRC and City Planner recommend denial of the variances to City Council based on the findings and conditions in the attached draft resolution.
Recommended Motion(s):	Motion to forward and recommend denial of the variance requests, with findings and conditions suggested by city staff.

Request:

Corey Newby (the Applicant/Owner) requests approval of variances from parking setbacks in C-2 and curbing requirements for parking lots as depicted in the attached plans.

The Applicant has updated their initial request for a parking setback to 5-feet. Parts of the report that are changed to reflect this updated request are underlined and italicized to highlight changes.



Location of former Divine Mercy Church and School Property owned by Applicant

Background and Project Description:

In November 2023, the Applicant approached staff with interest in buying the Divine Mercy Catholic School property at 15 3rd Avenue SW. The Applicant intends to bring a mostly online auction business to Faribault and adapt the elementary school building on the subject property for online operations and a retail storefront. In April 2024, the Applicant successfully amended the comprehensive plan and zoning map to allow commercial uses under C-2, Highway Commercial zoning on the subject property.

The Applicant is now coming forward with plans to occupy and use the property as intended. The requested variances are the Applicant's next step after receiving site plan approval in October 2024 for plans that did include the required parking lot setback and curbing.

Table 1 – Variance Table

Variance Issue	Requirement	Proposed	Variance
Front setback for off-street parking and loading areas (Sec 11-100, Table 11-2)	10-foot setback from property line	<u>5-foot setback</u>	<u>5 feet</u>
Curbing (Sec 8-110(A))	Drives, landscape islands, and parking/maneuvering areas shall have concrete curbing around perimeter	No curbing	No curbing

The Applicant did provide a narrative behind the variance requests, citing the historic character of the property for its uniqueness and the comprehensive plan for supporting small businesses. He also touched on traffic flows, drainage, and disturbance to the neighborhood. The full narrative by the Applicant may be found in attachments.

For the amended setback request to 5-foot instead of the initial 0-foot setback, the Applicant did include a short narrative which may also be found in the attachments.

Discussion:

The variances proposed by the Applicant are not consistent with the planning and zoning aspects of the City of Faribault's Unified Development Ordinance. The following provides an overview of the key planning and zoning-related items associated with:

Variance Summary

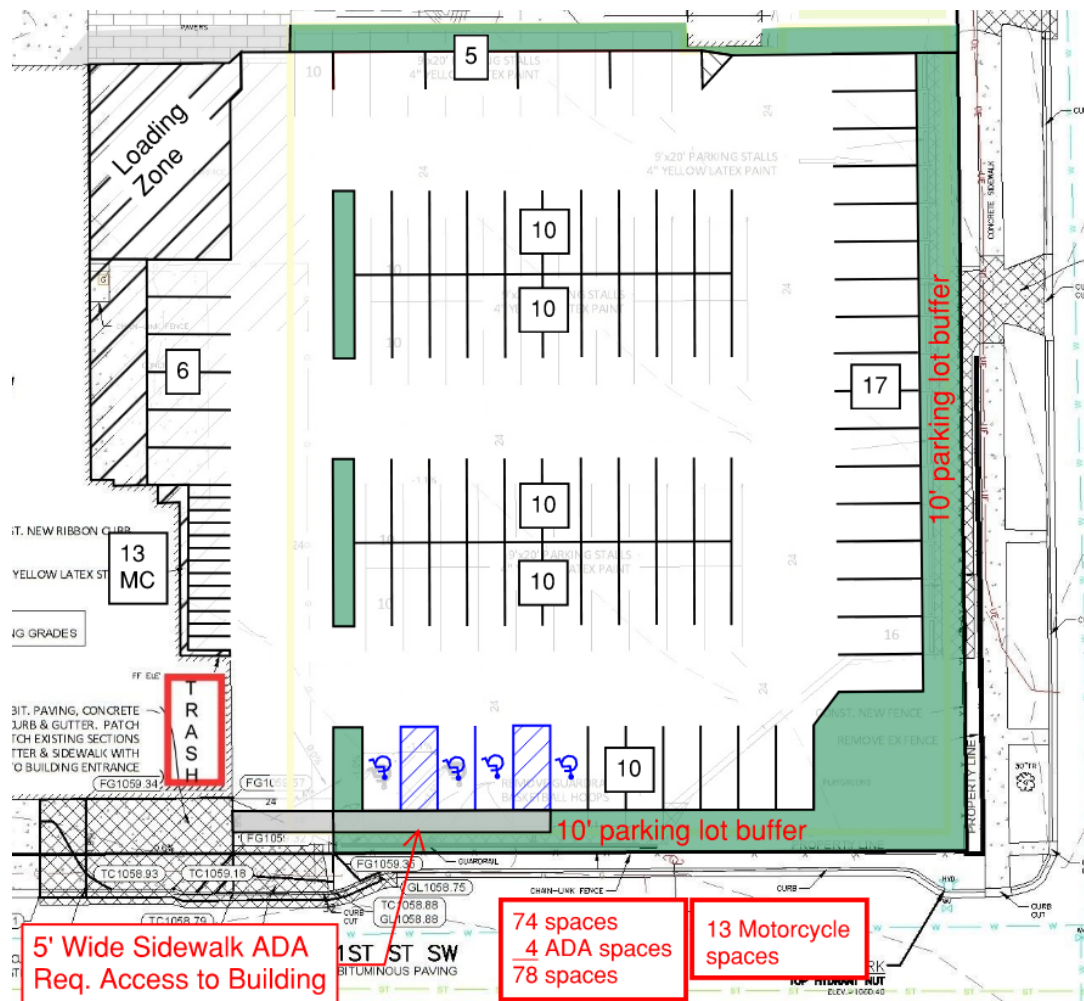
- In general, many of the Applicant's main points for the variance criteria centered on the historic use and character of the property, how construction would be a disturbance for the neighborhood, and how the requirement is a strain on small business which is against the Comprehensive Plan. The updated 5-foot parking setback request cites potential uses coming to the property as a reason for needing additional parking and that the additional parking may not work without the additional five feet.

The main points for having parking lot setbacks are: keeping cars away from public ROW (and potentially overhanging into it), keeping space between the parking lot and the road for landscape and screening, and to provide a more pleasant aesthetic appeal to passersby and neighbors. The main points for having curbing around parking lots are: keeping cars from rolling or driving over property line/ROW, keeping cars from destroying landscaping adjacent to

parking areas, keeping cars and nature from expeditiously fraying pavement edges and creating debris, and helping collect and direct drainage and run off. The Applicant does not attempt to make a compromise towards the curb requirements in favor of preserving the character or history of the property, which is not a valid point. The applicant does cite drainage as a reason to not have curbing, but has provided no data or plans showing how drainage is already dealt with on-site and how a lack of curbs don't result in drainage spilling into the public ROW. The Applicant did amend their request by providing a partial, five (5) foot setback, but the request is to accommodate parking for unconfirmed or speculative uses on the property. The code requires a certain minimum number of spaces for each use, and while City Staff can confirm the applicant's need for 21 or 22 spaces for their business, the remaining approximately 60 spaces are unlinked to any future of use the property. The Applicant should provide a full plan for the property to help clarify the amount of parking proposed, which may end up justifying the request to facilitate additional spaces through a parking setback variance. However, the current submittal lacks the detail needed to support the variance.

The Comprehensive Plan does have principles, goals, objectives, and policies that address development, but none of them allude to giving small businesses variances when they request them. One of the core guiding principles cited by the Applicant is "remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed." However, the ordinance is a requirement that City Council put in place as a minimum level of expectation for development. While the existing areas are not curbed and are too close to the property line, the Applicant is changing the use of the property from an institutional and school use to a commercial and retail use, along with converting a school yard into a parking lot.

The Applicant cannot claim there is no room on the property to meet the requirements of code, as City Staff demonstrates below that there is adequate room to get reasonably close to the number proposed the Applicant's amended request (73 spaces shown by applicant versus 78 spaces, 13 motorcycle spaces, and loading area by City staff):



In summary, the variance does not meet the standards for a practical difficulty. A more detailed breakdown by criteria may be found in the draft resolution.

Development Review Committee Recommendation. The City's Development Review Committee (DRC) reviewed the proposed variances on August 20, 2024 recommended denial of the variances.

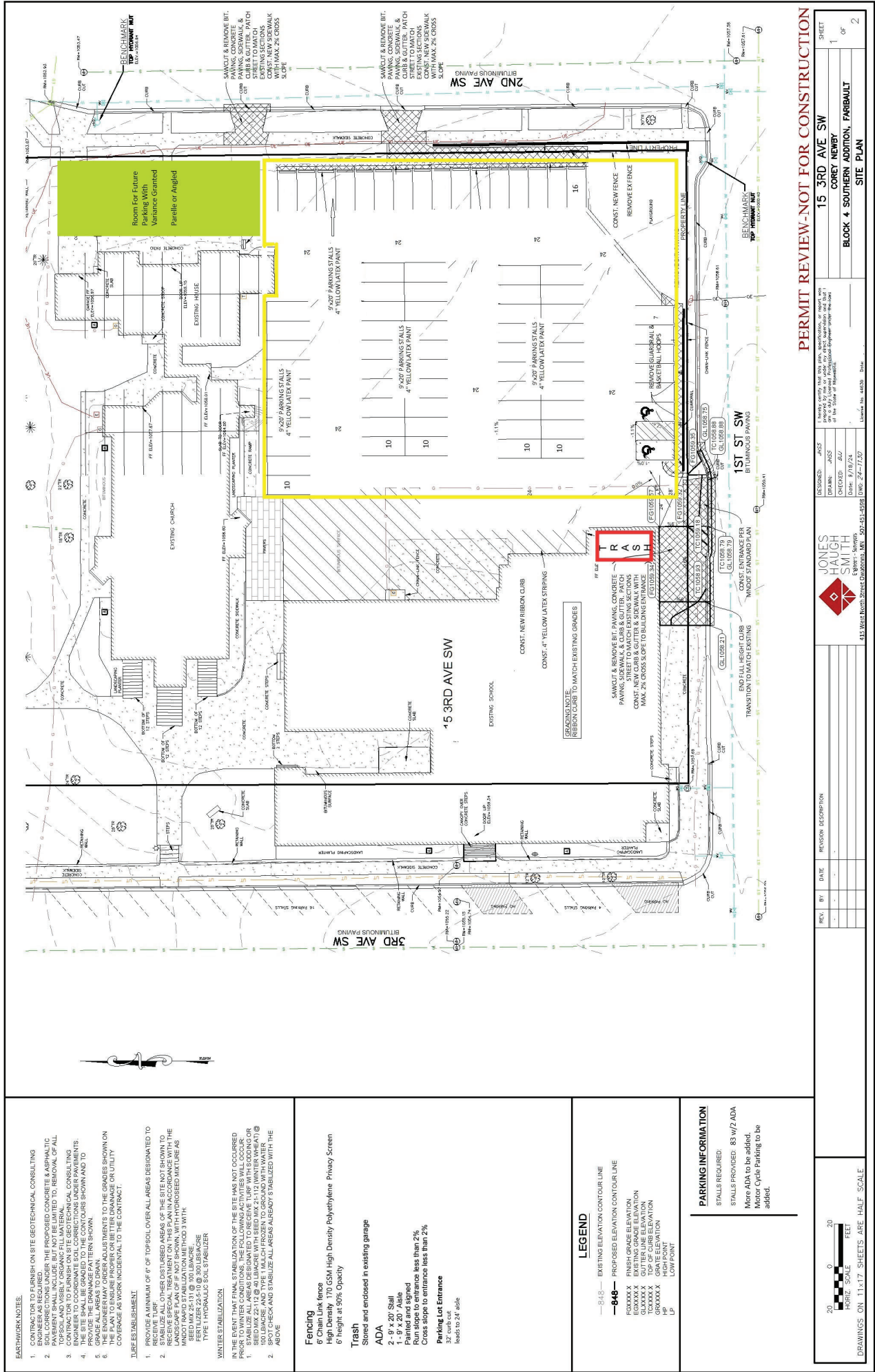
Public Comment. The City Planner received no public comment prior to publishing this report. Notification for this item was published in the paper on August 22, 2024 and letters sent to property owners within 350-feet on August 21, 2024.

September 3, 2024 Planning Commission. The Planning Commission did previously review and hold a public hearing for this item during the September 3, 2024 Planning Commission meeting. The Applicant was present and spoke to the request during the public hearing. The Planning Commission voted to continue discussion on the variance requests to the next meeting to give the Applicant time to prepare additional information and diagrams to support the

request. New diagrams and information are included. City Staff still recommend denial of the requests based on the same findings as before.

Recommendation:

The DRC and City Planner recommend denial of the variances to City Council based on the findings and conditions in the attached draft resolution.



PERMIT REVIEW-NOT FOR CONSTRUCTION

20'0'20' </	
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Morning guys, I've attached a site plan for variance with little review of why.

Looking at the future

We currently have a site plan in place with a development agreement to get us open and moving forward with the first level of school. Once those conditions of the site plan are met we'd like to move forward with expanding into the rest of the property. As I am a developer not just an entrepreneur.

In the 12 months of Development agreement I will be having to submit for PUD and new site plan with more parking. With that we will need a variance on parking. Original variance wasn't accepted. We are coming back with a 5' variance. It is a good mutual ground and might need to be another parking variance down the round to fit more off street parking.

We have interest in both the church and the house now. Mr. Lambert from town would like to manage and run events out of the church. By allowing a 5' variance I can fit an entire new row of parking. With the presented site plan I would have enough parking for the 1st floor of school, church and house.

Since we are going to kick butt we will need to expand to the second level of school. Which means I'd most likely be coming back for some more variances down the road.

By granting this variance it gets us one step closer to expanding. Yes, we know we have to get the development agreement finished before we can expand. We have the variance on the table still, let's not waste it.



APPLICATION FOR REQUESTED ACTION
Variance

Planning Case # _____
Filing Fee _____
Hearing Date _____

SITE ADDRESS 15 3rd Ave SW, Faribault, MN, 55021

APPLICANT Corey Newby E-MAIL coreynewby@gmail.com

PHONE 952-460-0055 (H) _____ (W) _____ (FAX) _____

APPLICANT ADDRESS 9594 202nd St W, Lakeville, MN 55044

OWNER (if other than applicant) _____

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

OWNER'S ADDRESS _____

LEGAL DESCRIPTION Lot Block 4 of SOUTHERN ADD

ACREAGE/SIZE OF PROPERTY 2 acres

CURRENT ZONING Commercial 2

EXISTING USE OF PROPERTY None

PROPOSED USE OF PROPERTY Retail
(Including number of units per acre and types of uses if mixed use)

IDENTIFY ALL ADJACENT LAND USES Institutional and Residential

SIGNATURE OF APPLICANT Corey Newby DATE 7/31/2024
(Must submit proof of property control)

SIGNATURE OF THE OWNER Corey Newby DATE 7/31/2024
(If other than the applicant)

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

VARIANCE
Required Submittals

☐ **Site plan**

- ☐ Drawn to scale, with scale noted
- ☐ Date and North arrow
- ☐ Boundaries and dimensions shown graphically
- ☐ Location of any streets, public trails, railroads, or waterways
- ☐ Location of existing and proposed structures, with distance from property lines noted
- ☐ Location and dimensions of existing and proposed off-street parking and loading spaces, with distance from property lines noted (when applicable)

☐ **Required supplemental information**

- ☐ Written summary stating the specific variation requested, giving distances as needed
- ☐ Written summary stating exceptional conditions/peculiar difficulties which make the variance necessary
- ☐ Written statement as to why you feel a variance should be granted
- ☐ Other information as required

☐ **Filing fee**

☐ **SIGNATURE OF APPLICANT** Corey Newby **DATE** 7/31/2024

Planning Case # _____

Please answer the following questions as they relate to your specific variance request:

1. In your opinion, is the variance in harmony with the purposes and intent of the ordinance?

Yes (☒) No () Why or why not?

It doesn't affects the site and/or ordinance in any way.

It only keeps disturbance down

2. In your opinion, is the variance consistent with the comprehensive plan?

Yes (☒) No () Why or why not?

It cuts out un needed step and stain on a small business

It helps build up the core values of the comprehensive plan

3. In your opinion, does the proposal put property to use in a reasonable manner?

Yes (☒) No () Why or why not?

This property has been this way for almost 70 years with no issues.

Helps save the first catholic church in Faribault, historic preservation is a must.

4. In your opinion, are there circumstances unique to the property?

Yes (☒) No () Why or why not?

This is a historic property from 1856. Less alterations the better. It is also in need of great re pair and money should be focused on that,

5. In your opinion, will the variance maintain the essential character of the neighborhood?

Yes (☒) No () Why or why not?

It is less disturbance this way

The original character has been this way since 1954, would like to keep it.

6. In your opinion, is the variance requested the minimum variance which would alleviate the practical difficulty?

Yes (☒) No () Why or why not?

By altering the current parking lot will change drainage and disrupt the land that has been this way for 70 years.

7. In your opinion, do the economic conditions alone constitute the practical difficulty?

Yes () No (☒) Why or why not?

Its a 150+ year established historic property, less change the better.

By changing current conditions will leave less room for growth and disturb the current community use of playgrounds.

The City Council must make an affirmative finding on all of the seven criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the City Code and other applicable ordinances.

Applicant's Signature:

Corey Newby

Date:

7/31/2024

SI PLAN

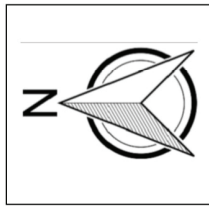
112 2nd Ave SW

Faribault, MN 55021

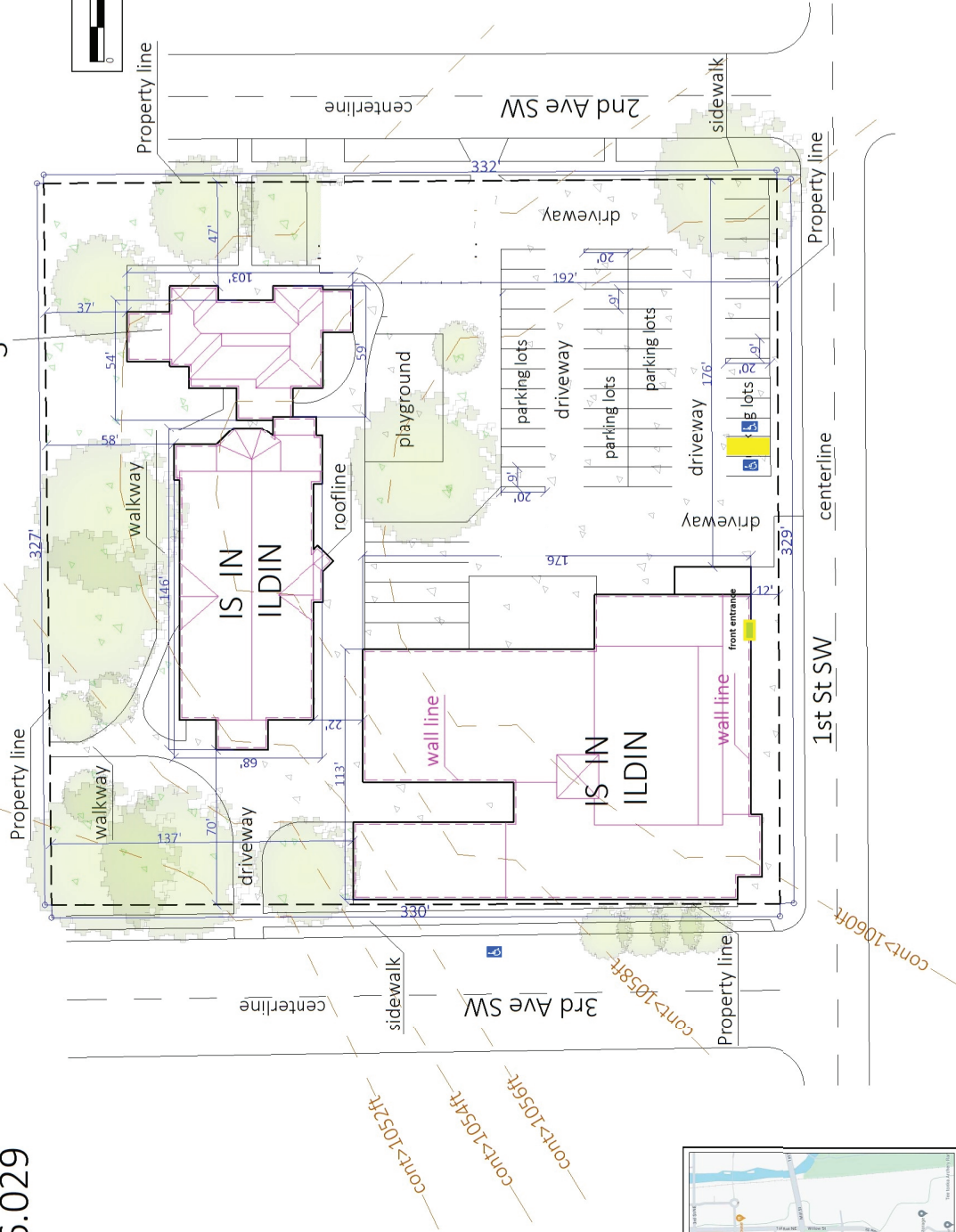
Parcel ID: 18.31.4.26.029

Lot area: 2 Acres

Paper Size: 11"x17"



No.112
IS IN
S



VICINITY MAP

Urban Flea Market Parking Lot Variance - The Greater Good

I am requesting a Parking lot Variance, including setbacks and curbing. The uniqueness and age of this property along with the comprehensive plan warrant and make these variances necessary.

If setbacks are put into effect future use of remaining property becomes an issue for off street parking requirements. It also keeps the existing flow of traffic and drainage the same as it has been since 1958. Traffic and drainage were highlighted by the city engineer as the 2 main concerns. By using this variance we eliminate these 2 issues.

Variance also creates less disturbance to the neighborhood while maintaining the current essential character of the neighborhood. Disturbance was also a big worry for city staff during the rezoning process.

Most importantly it follows the guidelines of the comprehensive plan.

1. **Foster a strong sense of community** among all people and constituencies in Faribault.
2. **Identify, protect, enhance, and celebrate our iconic and historic sites and architecture** as well as our significant natural areas, which define our sense of place.
3. **Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses**, industries, organizations, and services to succeed.
4. **Encourage innovation**, creativity, **flexibility**, and **openness to new ideas and positive change** in all sectors of the community.
5. **Strive for excellence in all sectors of the community**

The above demonstrates its not just about economics. It's about the future use of the property. It's about following the comprehensive plan and finding the greater good for the community. It's about maintaining the first catholic church in Faribault. The city is built on historic preservation. We should continue to follow it.

The benefits of this variance greatly outweigh any if any negative impacts. Lets implement "The Vision to 2040 and The Comprehensive Plan" and I can start impacting this community!

Supporting Doc

I've included the original concepts where city planner had suggested setback variance and stall size variance for the parking lot. It also demonstrates the importance of the variances to allow for expansion when the other buildings are ready for use.

By keeping the current set back, we can eliminate the stall size variance. Adding the curbing variance allows for more room in the parking lot if an island in future is added. It also eliminates any drainage issues that the city engineer was concerned about. Drainage was a hot topic this year for Faribault.

Conditional Use Permit

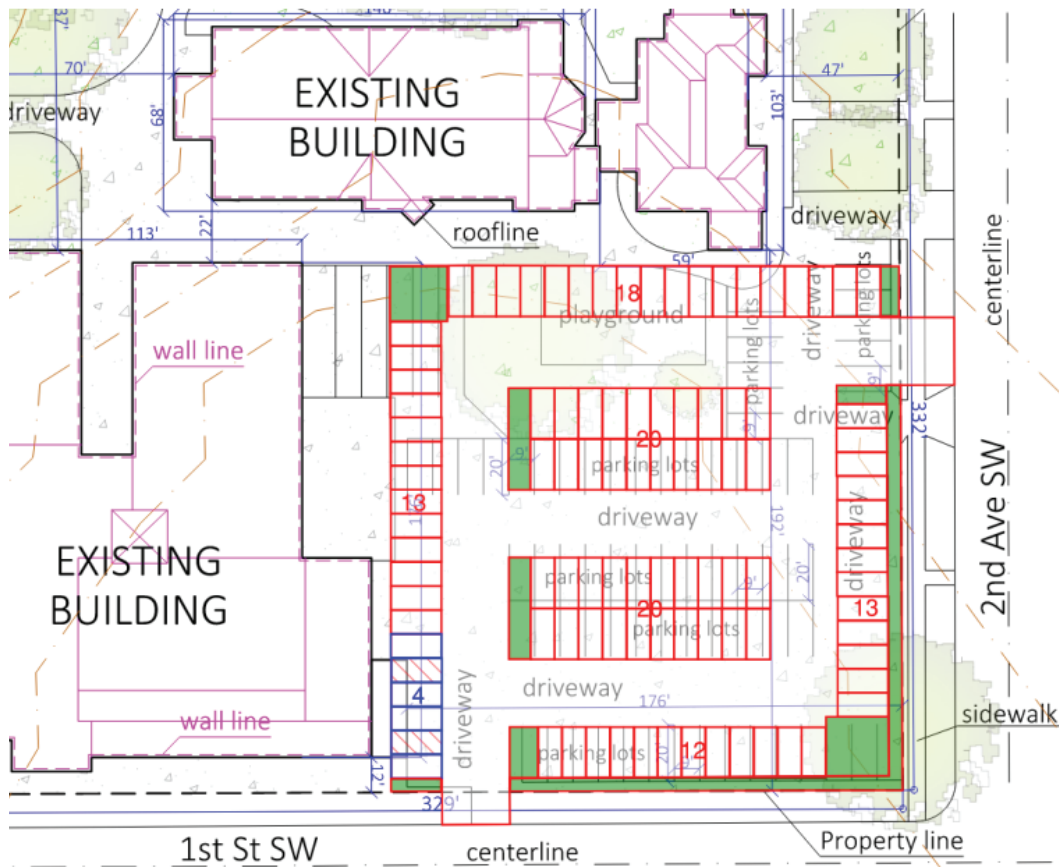
Please see the attached report from the December 4th Planning Commission workshop.

Planning Commission Workshop December 4th, 2023 Summary

At the December 4th Planning Commission Workshop, the City Planner presented the business and subject property concept. Cory Newby followed with a presentation of their own. The reaction from the Planning Commission to the proposed flea market use was mixed and included discussion on traffic, parking, the viability of the use, the current state of the buildings, and consideration of what the property should or should not be going into the future. Planning Commission requested Cory Newby work with staff on establishing more details regarding parking and use of the structures on the property.

Planning Commission Workshop December 18th, 2023

Cory Newby submitted new documents with additional details and a preliminary site plan for parking, which are attached to this report. City staff are concerned about utilizing the existing paved area on-site and converting into efficient and useable parking for the proposed (or any potential) business. The initial parking plan provided by Cory Newby did not adequately provide parking improvements expected with a change of use, so the City Planner suggests, and Cory Newby supports, a potential parking layout as shown below and in the attachments.



This preliminary parking plan would provide 100 spaces on-site, but requires minor parking variances, such as parking space length (18-feet vs 20-feet) and parking setbacks (five feet vs 10-feet). Cory Newby's calculations for parking needs based on to-be-used space on the property are 46 parking spaces. Calculations are shown below:

Total Building Space: ~33,500 sq ft

Space Not Used/Open to Public: ~10,900 sq ft

- House 5216 sq ft
- Church Basement 1143 Sq Ft
- Church & House breezeway 450 sq ft
- School Basement 1360 sq ft
- School 2nd floor 2695 sq ft Usable

Space: ~22,600 sq ft Proposed Use

Space: ~18,000 sq ft

- Retail ~12,000 sq ft (Open to Public)
- Storage/Limited Processing ~6,000 Sq Ft (Not Open to Public)

Retail: 1 Space per 300 sq ft = 40 spaces

Storage/Limited Processing: 1 Space per 1,000 sq ft = 6 spots

Total Spaces Needed: 46

Based on the preliminary calculations from Cory Newby and the preliminary parking improvement plan, adequate parking exists for the uses proposed. Although the UDO does not specifically account for storage and processing areas for a business like this, the City Planner sees the proposed 1 space per 1,000 sq ft as reasonable for discussion. With the possibility of 100 parking spaces provided on-site, the ratio of parking spaces to building area is around 1 space per 225 sq ft of useable space, as noted by Cory Newby above and attached. This is a higher ratio of parking than generally required for retail uses elsewhere in the city. Against the total existing building area, including parts Cory Newby is not proposing to use, would raise the ratio to approximately 1 space per 335 square feet.

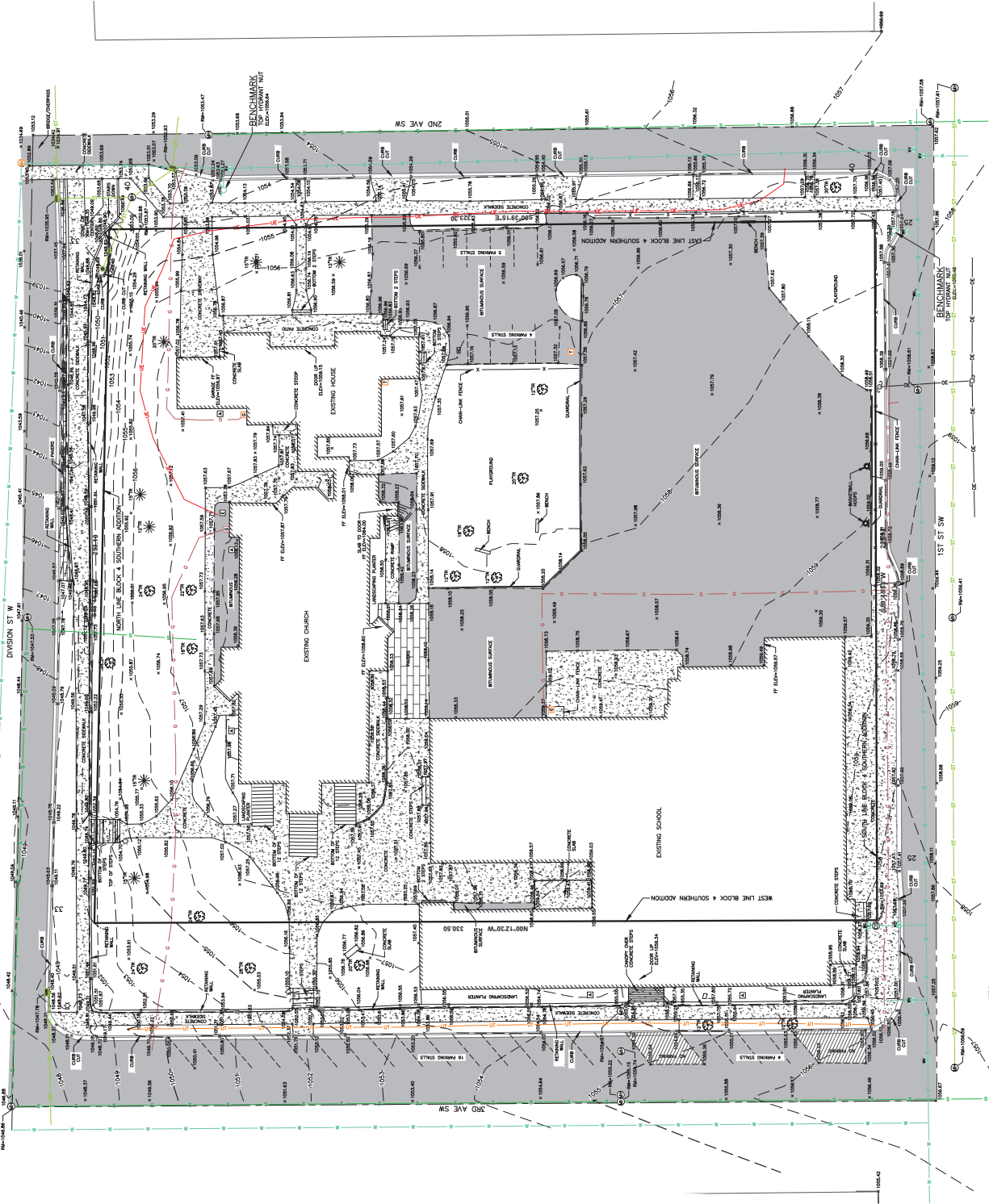
In addition to the building use and parking calculations, Cory Newby provided a rough traffic impact analysis (see attached). The City Engineer did not review the analysis before writing this report, so initial feedback is unavailable.

As this project moves forward, the City Planner recommends a conditional use permit that is specific and comprehensive in terms of conditions: what is required, which buildings/spaces are used for the proposed business, if an annual review is required, etc. These conditions are not atypical compared to conditional uses approved in other jurisdictions. If the proposed development does not adhere to the conditions, enforcement of the conditions could be challenging for city staff and the business operator.

K:\Common Share\Projects\2023\Preliminary and Other Projects\112 2nd Ave NW - Urban Flea Market\12.18.23 PC\Review 1

TOPOGRAPHIC AND BOUNDARY SURVEY

BLOCK 4 SOUTHERN ADDITION
FARIBAULT, RICE COUNTY, MINNESOTA



- LEGEND**
- Water Main
 - Water Sewer
 - Storm Sewer
 - Gas Main
 - Gas Line
 - Electric
 - Electric Pole
 - Electric Meter
 - Electric Transformer
 - AC Unit
 - Power Pole
 - Day Anchor
 - Water Service Valve
 - Water Service Line
 - Spot Elevation
 - Dead End
 - Concrete Tree
 - Concrete Surface
 - Blumhouse Surface

BASIS OF BEARING SYSTEM

All bearings are based upon the NAD83 Rice County Coordinate System

LEGAL DESCRIPTION OF RECORD

Block 4, Southern Addition of Faribault, Minnesota, according to the record of said block in the Rice County, Minnesota, records.

NOTE

The survey was conducted by the undersigned, a duly Licensed Professional Surveyor, and the results are hereby certified to be correct in accordance with the laws of the State of Minnesota.

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No responsibility is accepted for the locations of utilities shown herein. Verification of actual locations should be requested prior to the commencement of construction or the taking of any other action relying on the actual locations.

Locations of all utilities shown are approximate.

Gopher State Call: 1-800-251-166

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

Scott A. Hutchinson, L.S. No. 12446

Date: 8/29/24

TOPOGRAPHIC AND BOUNDARY SURVEY

BLOCK 4 SOUTHERN ADDITION
FARIBAULT, RICE COUNTY, MINNESOTA

FOR COREY KENNY



Drawn by:	JHS	Scale:	1" = 30' (Top)
Surveyed by:	JHS	Check:	JHS
MDH:	JHS	State:	MINN.
Project No.:	2024-001	County:	RICE
Sheet No.:	1	Block:	4
Revised:		Section:	1

BLOCK 11, SOUTHERN ADD.

URBAN FLEA MARKET
PARKING LOT
112 2ND. AVE. SW, FARIBAULT, MN
55021

PROJECT TEAM	DRAWING INDEX
--------------	---------------

DRAWING INDEX	
Sheet Number	Sheet Name
A-General	
AD-1	COVER SHEET
B-Civil	
A1-1	SITE PLAN

CONTRACTOR:
NAME APPRO DEVELOPMENT
21476 GRENADE AVENUE
CARROLLTON, MN 55004
952-469-2171
EMAIL

CODE SUMMARY

PROJECT DESCRIPTION

SCOPE OF WORK: RESTRIPE PARKING LOT, PUT UP NEW FENCING AND RELOCATE BASKETBALL COURTS.

PROJECT TEAM	DRAWING INDEX
--------------	---------------

DRAWING INDEX	
Sheet Number	Sheet Name
A-General	
A0-1	COVER SHEET
B-Civil	
A1-1	SITE PLAN

IMAGE



ABBREVIATIONS

[illegible]

STANDARD DRAWING SYMBOLS

[illegible]

LOCATION MAP

(NOT TO SCALE)



The diagram shows a circular keynote target with a central bullseye. Two lines point to the target from the left, labeled 'ELEVATION TARGETS'. Two lines point to the target from the right, labeled 'ELEVATION NUMBERS'. A line points to the target from the top, labeled 'KEYNOTE TARGET'. A line points to the target from the bottom, labeled 'KEYNOTE NUMBER'.

Diagram illustrating the target and building locations. A vertical line represents the path, with a circle labeled "TARGET" and a rectangle labeled "BUILDING". Arrows point from the "NUMBERS" label to the target and building.

REVISION NUMBER

TARGET

ROOM & ROOM NUMBER

Diagram illustrating a door with a red cloud-like shape above it, labeled "HANDICAPPED ACCESSIBILITY SYMBOL". The door is labeled "DOOR" and "TARGET". A line connects the door to a box labeled "ROOM NUMBER".

Scallo

Properties with Variances?

No Curb or partial Curbs

Arby's
DQ
Halal Market
Brighton Hospice
Pillar
Autowash
Farm Bureau Insurance
Mercury
City & Lakes
MRG
Francis Pest Control
Auto Zone
Storage on 7th
Truss
C & S Vending
Bliss Ford
Mobile
Lyndala Halal Market
Jersey Mikes (we'll see)
Southern China Cafe
J-Mo
Crown

Curb/Setback Variances

Napa
Dominos
Fams Barber Shop
Dentist House
All of the Cannon Buildings
Sammons
Abubaker Center
Environmental Tillage
Ace Hardware
Five Star Car Sales

BA

2020 - greenhouse parking lot
No Curb
No Screening
No Landscaping
Not sure about setbacks

The majority of these have no screening to partial screening. Landscaping requirements are in question on most as well.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 12, 2024
SUBJECT: Resolution 2024-220 Approve New Off-Sale Liquor License for BAPA KRUPA MNV2 LLC

Background:

BAPA KRUPA MNV2 LLC dba Southside Liquor and Tobacco located at 401 10th Street SW, has applied for an Off-Sale Intoxicating Liquor License in the city of Faribault and has paid all required fees. If approved, the application will be forwarded to the Minnesota Department of Public Safety - Alcohol and Gambling Enforcement Division for inspection and final approval.

If the license is approved, the licensing period will be through December 31, 2024.

Recommendation:

Approve Resolution 2024-220

Attachments:

1. Resolution 2024-220 Approve Off Sale Liquor License for BAPA KRUPA MNV2 LLC

CITY OF FARIBAULT

RESOLUTION #2024-220

APPROVE NEW OFF-SALE LIQUOR LICENSE FOR BAPA KRUPA MNV2 LLC

WHEREAS, BAPA KRUPA MNV2 LLC doing business as Southside Liquor and Tobacco has presented an application for a new Off-Sale Intoxicating Liquor licenses; and

WHEREAS, the establishment listed has provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; Tax Information Form; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and certified by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, pending approval from the Minnesota Department of Public Safety-Alcohol and Gambling Enforcement Division.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, the establishment listed above be granted an Off-Sale Intoxicating Liquor License with the City of Faribault through December 31, 2024.

Date Adopted: November 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator