



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, MAY 27, 2025

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions**
 - A. Safe Summer Kickoff Day Proclamation
- 4. Approve minutes of the May 13th City Council Meeting**
 - A. Approve minutes of the May 13th City Council Meeting
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. Approve List of Claims
 - B. Resolution 2025-142 Approve Agreements for Northern Links Trail Crossing Within CPKC Railroad Right-of-Way
 - C. Approve Use of Central Park for Light of Hope Celebration Event
 - D. Resolution 2025-129 Accept Donations to the Parks & Recreation Department
 - E. Resolution 2025-130 Accept Donations from Harry Brown's and Walmart to the Police Department
 - F. Resolution 2025-131 Approve Street Closure for Heritage Days Car Cruise Night
 - G. Approve Consent Assessment Agreement for 1300 Lyndale Avenue North
 - H. Resolution 2025-143 Approve Permanent Right of Way Easement for Amber Court
- 7. Public Hearings**
 - A. Ordinance 2025-2 Annexing Certain Land from Wells Township into the City (Second Reading)
 1. Approve Summary Publication of Ordinance 2025-2
 - B. Resolution 2025-144 Order Improvements, Approve Plans and Establish Bid Date for 2025 Miscellaneous Street Reconstruction Project - Contract 2025-05
 - C. Ordinance 2025-06 Dedication of Public Right of Way Along Grant Street
- 8. Items for Discussion**
 - A. Mighty Fine Coffee/127 14th St NW - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat; Variance(s); Conditional Use Permit
 1. Resolution 2025-132 Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 2nd Ave NW and 14th St NW for Commercial/Residential Mixed Use
 2. Resolution 2025-133 Approve Variances for Lot Area and Impervious Surface Coverage at 127 and 123 14th St NW
 3. Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial (First Reading)

4. Resolution 2025-134 Approve the Preliminary and Final Plats for Mighty Fine Coffee Addition
 5. Resolution 2025-135 Approve a Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th St NW
 6. Resolution 2025-136 Approve Variances for Parking Area Setbacks and Drive-Through Stacking Spaces at 127 and 123 14th St NW
- B. Malecha Auto Body/190 20th St NW - Vacation, Preliminary and Final Plat, CUP
1. Ordinance 2025-5 Vacate a Portion of Drainage and Utility Easement at 190 20th St NW
 2. Resolution 2025-137 Approve the Preliminary and Final Plats for MAB Second Addition
 3. Resolution 2025-138 Approve a Conditional Use Permit Amendment for Major Auto Repair in C-2 and Shoreland at 190 20th St NW
- C. Blais/1216 1st Ave NW - CUP and Variances
1. Resolution 2025-139 Approve a CUP for an Accessory Structure at 1216 1st St NE
 2. Resolution 2025-140 Approve Variance for Placing an Accessory Structure in a Front Yard at 1216 1st St NE
 3. Resolution 2025-141 Approve Variances for a Larger Accessory Structure than Allowed and for More Accessory Use and Structure Area than Primary Use and Structure at 1216 1st NE
- D. Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts
- E. Ordinance 2025-3 Approve a Zoning Text Amendment to Match Land Uses in Shoreland with the DNR Model Ordinance (Second Reading)
1. Ordinance 2025-3 Summary Publication
- F. Resolution 2025-145 Order Improvements, Approve Plans and Establish Bid Date for Northern Links Trail Project, Contract 2023-07

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.

Office of the Mayor City of Faribault Proclamation

WHEREAS, the Faribault Police Department is sponsoring a community event and engagement opportunity at North Alexander Park called the “Safe Summer Kickoff” on May 29th, 2025; and

WHEREAS, Safe Summer Kickoff coincides with the last day of school for Faribault Public Schools and is focused on students, their families, and having a safe summer; and

WHEREAS, all members of the community are invited to attend this event, engage with the police department, participate in interactive activities, interact with department equipment, and observe police-led demonstrations; and

WHEREAS, numerous local businesses and individuals have donated money, materials, and time to provide Safe Summer Kickoff attendees with free food, entertainment, and 150 bicycles and safety equipment to be given away; and

WHEREAS, we encourage all citizens to attend and celebrate the end of the school year and the onset of a safe summer; and

NOW, THEREFORE, I, Tom Spooner, Mayor of the City of Faribault, do hereby proclaim Thursday, May 29th, 2025, as:

Safe Summer Kickoff Day in the City of Faribault

*In witness whereof I have hereunto
Set my hand and cause the seal to
be affixed*

Mayor

Date

May 27th, 2025



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, MAY 13, 2025

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Tom Spooner at 6:00 pm. Councilors in attendance included Mandy Barnes, Adama Doumbouya, Royal Ross, John Rowan and Peter van Sluis. Chuck Thiele was absent. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechts, Parks and Recreation Director Paul Peanasky, Public Works Director Travis Block, Police Chief John Sherwin, Fire Chief Dustin Dienst, Community and Economic Development Director David Wanberg, Human Resources Director Kevin Bushard and Planning Manager Harry Davis.

Approve Agenda

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

Presentations/Introductions

Mayor Spooner presented the Poppy Week Proclamation to Jeanette Hammond.

Approve minutes of the April 22, 2025 City Council Meeting

Motion by Rowan, seconded by Doumbouya to approve the Minutes of the April 22, 2025 City Council Meeting and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. Approve List of Claims
- B. Resolution 2025-119 Approve Street Closure for Faribault Lutheran School Outdoor Chapel and School BBQ
- C. Approve 2025 CIP Purchase- Replacement Lawnmower at Airport
- D. Approve Disadvantaged Business Enterprise (DBE) Program 49 CFR Part 26 Policy Statement
- E. Approve Petition and Waiver for Water Service Repair at 130 9th Ave. SW
- F. Resolution 2025-121 Reaffirm the Enabling Resolution Establishing an Economic Development Authority for the City of Faribault as Outlined in Resolution #2021-082
- G. Accept Professional Services Proposal for Geotechnical Work
- H. Resolution 2025-123 Approve Amended and Restated Contract for Private

- Development with Tru Vue Inc., For Certain Property in the City of Faribault
- I. Approve 2025-124 Approve Premises Permit for Faribault Wrestling
 - J. Approve 2025-125 Approve 2025-2026 Garbage and Refuse Hauler Licenses
 - K. Resolution 2025-128 Approve Budget Adjustment and Approve Purchase Agreement for Police Equipment Using Grant Funds
 - L. Resolution 2025-126 Approve Street Closures and Use of North Alexander Park for Run Baby Run
 - M. Resolution 2025-127 Approve Hiring Parks and Recreation Director
 - N. Approve Use of Maple Lawn Park for the American Radio Relay League Field Day
 - O. Approve Purchase of Lucas 3 Chest Compression System
 - P. Authorize Submittal of Letter in Opposition to Local Option Sales Tax Moratorium Extension

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

Public Hearings

Ordinance 2025-2 Annexing Certain Land from Wells Township into the City

City Planning Manager Harry Davis stated that Kathy Kalow, on behalf of Wille et al, submitted a petition on March 19, 2025, to annex property identified as PID 10.01.1.25.001 into the City of Faribault. The City's adopted Staged Growth Plan guides the property for commercial/industrial mixed use. Available industrial sites in Faribault are limited. If annexed into the City of Faribault, the property would allow both industrial and commercial development opportunities in Faribault. Currently, there are no specific development plans for the property.

The City properly noticed the annexation petition per Minnesota Statutes and consistent with Minnesota Statutes, the ordinance requires that the City make a cash reimbursement to Wells Township with respect to the property taxes. Section III of Ordinance 2025-2 requires the City to pay Wells Township the sum of \$392.77 in 2025, the sum of \$490.96 in 2026, and the sum of \$490.96 in 2027. The total of said two-year reimbursement amount equates to 250-percent of the taxes payable to Wells Township on the subject property in 2025. Section VI of Ordinance 2025-2 zones the property to TUD, Transitional Urban Development, as stipulated in Sec. 5-60 of the Unified Development Ordinance.

Motion by Ross, seconded by van Sluis to open the public hearing and carried unanimously. The public hearing was opened at 6:09 pm.

There were no comments received.

Motion by Doumbouya, seconded by Rowan to close the public hearing and carried unanimously. The public hearing was closed at 6:10 pm.

Motion by Ross, seconded by Barnes to approve Ordinance 2025-2 Annexing Certain

Land from Wells Township into the City

Roll Call Vote:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, van Sluis and Mayor Spooner

Nay:

Motion carried 6:0

Items for Discussion

Ordinance 2025-3 Approve a Zoning Text Amendment to Match Land Uses in Shoreland with the DNR Model Ordinance

City Planning Manager Harry Davis explained that the request was done by City Staff to amend the Unified Development Ordinance to remove all shoreland designations for land uses in the residential, commercial, industrial, and special districts land use tables. Davis also proposed adding the DNR's model ordinance land use tables to the same section as the special district land use tables. One table will guide land uses along different DNR-classified rivers, and the other table will guide land uses along DNR-classified bodies of water.

Over the past few years, Staff have noticed occasional inconsistencies between land uses allowed in shoreland under the residential, commercial, and industrial land use tables compared to the land use table found in special districts that include land uses in shoreland. The DNR's model ordinance appears to be more lenient than our current ordinance. Under the existing system, the conflicts between the normal and special district tables left staff in many awkward positions. For example, the underlying zoning may say one thing about the proposed or existing land use, but the shoreland column in that same table says something different, and then the special districts table for shoreland uses says something else entirely. The new setup will set one location for the underlying zoning district land uses and one location to review land uses within shoreland. Staff saw an opportunity to remove restrictions and simplify the review, which impacts development timelines and customer satisfaction.

In general, the proposed ordinance amendment satisfies all the criteria for approval. The Comprehensive Plan supports opportunities to balance public goals with individual property rights, and the DNR has conditionally approved the changes. City staff received no public comment. The Planning Commission unanimously forwarded the request to the City Council, recommending approval.

Motion by Ross, seconded by Rowan to approve Ordinance 2025-3 Approve a Zoning Text Amendment to Match Land Uses in Shoreland with the DNR Model Ordinance

Roll Call Vote:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, van Sluis and Mayor Spooner

Nay:

Motion carried 6:0

Resolution 2025-122 Declare Environmental Assessment Worksheet Complete for Archer Datacenters

City Planning Manager Harry Davis informed the Council that Archer Datacenters, with the assistance of Kimley-Horn, prepared an Environmental Assessment Worksheet (EAW) for developing a study area along Acorn Trail, south of 150th Street West, from existing agriculture to up to 500,000 square feet of data center buildings with associated utilities and parking. The project study area is 84.3 acres in the Northern Industrial Park.

Minnesota Rules, Chapter 4410 contains the requirements for environmental review in Minnesota. Part 4300, subpart 14.A(3) states that a new warehousing or light industrial facility exceeding 450,000 square feet must have an EAW prepared. Archer Datacenters proposes up to 500,000 square feet, which triggers a mandatory EAW for the project. The purpose of an EAW is to determine whether an Environmental Impact Statement (EIS) is needed and to indicate how the project can be modified to lessen its environmental impacts.

According to Minnesota Rules, the City of Faribault is the Responsible Governmental Unit (RGU) and is charged with the preparation of the EAW for the project. As the RGU, the City has the responsibility for declaring the EAW complete and then distributing it to the public, designated agencies, and interested parties for review and comment. No final government decision may be made to grant a permit or approve a project, and construction of the project may not begin until environmental review is complete.

Davis stated that the request before City Council was to determine the EAW complete for public review. This is the first step in the review process. Upon declaration of completeness, a notice regarding the EAW will be sent to the Environmental Quality Board (EQB) for publication. The EAW will also be sent to various state, county, and local agencies and interested parties for their comments regarding the potential environmental impacts of the project.

When the comment period ends, Archer Datacenters and the city will be responsible for responding to all the comments submitted. The city will then make findings regarding the potential of the project to cause significant environmental impacts and determine whether an EIS is needed.

Minnesota rules state that the City may hold one or more public meetings to gather comments on the EAW. City Code Section 9-20 requires that after an EAW is prepared, the Planning Commission should review it and recommend to the City Council whether the project should require the preparation of an EIS. City staff anticipates bringing the EAW to Planning Commission's June 2, 2025, meeting.

Councilor Rowan asked if this triggered an impact study, Davis stated that it could, the EAW would determine if it is needed.

Motion by van Sluis, seconded by Ross to approve Resolution 2025-122 Declare Environmental Assessment Worksheet Complete for Archer Datacenters and carried

unanimously.

Resolution 2025-120 Approve Plans & Specification and Establish Bid Date for Municipal Airport Airfield Pavement Rehabilitation Project

Public Works Director Travis Block explained that Resolution 2025-120 approves the construction plans and specifications for the Municipal Airport Airfield Pavement Rehabilitation Project. The project includes taxi lane and apron pavement rehabilitation, and drainage improvements to extend the pavement lifecycle. Design for the project was authorized at the March 11, 2025, Council meeting with the approval of Task Order No. 14. Foth then prepared the plans and specifications for the project in preparation for bidding.

The total estimated cost of the project is \$1,288,830.00. There is \$1,300,000.00 budgeted for the project. The Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MNDOT) grant funds will be used for the project with a 95/2.5/2.5% Federal/State/Local split for the Airport Improvement Program (AIP) eligible expenses. Additionally, Federal Bipartisan Infrastructure Law (BIL) funds will be used for the project. There are portions of the project that the FAA has deemed ineligible due to spatial criteria and will be funded 100% by Local funds. The cost estimate for construction costs is \$1,168,550.00 with \$148,420.00 being funded by Local funds; the total cost estimate for local funds is \$200,000.00. The Airport fund (225) will provide the Local funding for the project and a budget amendment will be necessary.

The resolution also established a bid date of June 4, 2025, for the project. Construction is scheduled to begin on August 18, 2025, with substantial completion on October 10, 2025.

Councilor Barnes asked if this project would affect the renters, Block stated that it would, however, if the project would be done in phases allowing for maximum usage. The project should only take two months to complete. City Administrator Jessica Kinser informed the Council that the July 9th Council Chat will be taking place at the Airport, there will be a tour for the Council at that time as well. Councilor Rowan asked if the 2022 pledged federal funds were in hand, Block explained that they were not yet, and that if they were not received they would not be moving forward with the project at this time.

Motion by Ross, seconded by Rowan to approve Resolution 2025-120 Approve Plans & Specification and Establish Bid Date for Municipal Airport Airfield Pavement Rehabilitation Project

Resolution 2025-109 Approve a Preliminary Development Agreement Extension between the City of Faribault and Rebound Real Estate, LLC

Community and Economic Development Director David Wanberg explained that the City of Faribault owns an undeveloped 2.69-acre parcel at 105 Riverchase Court. On February 13, 2024, the City of Faribault and Rebound Real Estate, LLC entered into a

Preliminary Development Agreement that allowed the parties one year to negotiate a purchase agreement for the property. At the Council's February 4, 2025, work session, Rebound requested a 180-day extension to allow sufficient time to determine if it could move forward with a purchase of the property. At the Council's February 11, 2025, meeting, the Council approved Resolution 2025-037, which denied Rebound's 180-day extension request but approved a 90-day extension. That extension expires on May 14, 2025.

On May 5, 2025, Matt Ganter, on behalf of Rebound, submitted a formal request to extend the Agreement by another 60 days. Rebound reports that it has made significant progress in preparing development plans. It is confident it can work with the City to reach a development and acquisition agreement during the proposed extension period. Mr. Ganter is planning to attend the Council meeting to answer questions.

Meanwhile, City staff is aware of another developer who has expressed interest in developing apartments on the property if the Preliminary Development Agreement between the City and Rebound expires without a purchase agreement. That Developer is aware that the current Agreement expires on May 14, 2025, unless the Council agrees to extend the Agreement with Rebound another 60 days.

The property has been undeveloped for several years. There is some urgency in getting to the point of a closing on this property. It was anticipated that this would take place in 2025 and was budgeted in the Public Facilities Improvement Fund to help support maintenance and repair projects at City facilities. Economically, it is important to the City that the property be developed as soon as possible to continue to address housing shortages as well as create additional taxable value for the community.

Councilor Ross asked if the other interested party has developed in Faribault in the past, Wanberg stated that they have.

Matt Ganter informed the Council that Rebound stated that they have worked with contractors to lower building costs and that potential rents for the building came in higher, they were also able to decrease the operational costs.

Councilor Barnes thanked them for being interested. Councilor Ross what costs Rebound has into the project already, Ganter stated that it was the predesign costs. Mayor Spooner stated that he was voting against this since they had had a year to complete this. Barnes noted that Rebound could still be chosen to develop the parcel.

Wanberg was given the direction to open the development of this parcel to any developer interested.

Motion by Ross, seconded by Barnes to approve Resolution 2025-109 Approve a Preliminary Development Agreement Extension between the City of Faribault and Rebound Real Estate, LLC. Mayor Spooner requested a roll call vote.

Roll Call Vote:

Aye: Councilor Ross

Nay: Councilor Barnes, Doumbouya, Rowan, van Sluis and Mayor Spooner

Motion failed 1:5.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

City Administrator Jessica Kinser stated that at the May 20th Work Session Allyson Burnette will be in attendance to review the SWOT analysis with the Council and Directors. The Work Session will begin at 5:00 pm at Buckham West Senior Center. Councilor Rowan stated that he will be on KDHL on Thursday with Councilor Barnes.

Adjournment

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

The meeting adjourned at 6:57 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: May 27, 2025
SUBJECT: Approve List of Claims

Background:

Please find the list of claims totaling \$487,888.31 to pay 261 invoices in the attachment, which provides details as to the department/funding source and amount for each individual invoice and vendor.

Recommendation:

Approve the May 27th Claims List

Attachments:

1. 052725 Claims list

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10676	2U Entertainment LLC		0000		EFT	06/13/2025	0000348			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth	43090		Youth	ProfSrv			300.00		
									300.00	
							CHECK TOTAL	300.00		
10213	Advantage Computer Sy		0000		EFT	06/13/2025	20713			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 LibDon	45200		LibDon	BldgImprov			2,000.00		
									2,000.00	
							CHECK TOTAL	2,000.00		
11104	Allyson W Brunette		0000		INV	06/08/2025	1129			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin	43090		Admin	ProfSrv			7,021.92		
									7,021.92	
							CHECK TOTAL	7,021.92		
11145	Alverman, Barry		0000		INV	05/18/2025	20250612Concert			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult	43090		Adult	ProfSrv			2,000.00		
									2,000.00	
							CHECK TOTAL	2,000.00		
10681	Amazon Capital Servic		0000		INV	06/04/2025	17HQ-1P7V-XMY3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010		Water	Supplies			111.05		
									111.05	
10681	Amazon Capital Servic		0000		INV	06/08/2025	1XWR-M13T-3HJ3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR	42010		HR	Supplies			33.98		
									33.98	
10681	Amazon Capital Servic		0000		INV	06/11/2025	1QN9-M7XQ-7KH7			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IT	42010		IT	Supplies			24.28		
									24.28	

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10681	Amazon Capital Servic	0000		INV	06/08/2025	14YD-QM7J-79FN				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42010		CC Fac	Supplies		481.04				481.04
10681	Amazon Capital Servic	0000		INV	06/09/2025	1GFY-4WFF-HDRD				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		45.55				45.55
10681	Amazon Capital Servic	0000		INV	06/08/2025	11Q6-R66G-9C4D				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Youth 42010		Youth	Supplies		40.97				40.97
10681	Amazon Capital Servic	0000		INV	06/07/2025	1CHK-GV4M-PVG6				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Adult 42010		Adult	Supplies		128.23				128.23
10681	Amazon Capital Servic	0000		INV	06/12/2025	1WR7-Q91X-6NRH				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 43090		CC Fac	ProfSvc		84.13				84.13
10681	Amazon Capital Servic	0000		INV	06/13/2025	1YH7-7FNQ-4VVP				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		69.88				69.88
10681	Amazon Capital Servic	0000		INV	06/14/2025	17VP-QMKX-KRR6				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		17.81				17.81
10681	Amazon Capital Servic	0000		INV	06/14/2025	14L1-HK3M-L7N9				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		81.84				81.84
10681	Amazon Capital Servic	0000		INV	06/14/2025	1HQ1-RTGK-KXP9				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		28.99				28.99

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		INV	06/14/2025	14NF-6QWH-NHFR			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42010			PW Fac	Supplies		19.98			
								19.98		
10681	Amazon Capital Servic		0000		INV	06/18/2025	1NKX-DJCK-MC7M			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42010			PW Fac	Supplies		47.40			
								47.40		
10681	Amazon Capital Servic		0000		INV	06/20/2025	1WYT-QHVJ-CD3J			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		14.99			
								14.99		
							CHECK TOTAL	1,230.12		
10311	American Red Cross		0000		INV	06/13/2025	22806298			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult 43140			Adult	Train&Ed		423.00			
								423.00		
10311	American Red Cross		0000		INV	06/20/2025	22825926			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult 42010			Adult	Supplies		94.00			
								94.00		
							CHECK TOTAL	517.00		
10686	Ampion PBC		0000		INV	05/31/2025	2025050001818048			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign 43810			Sign Sig	Elec Util		58.56			
								58.56		
							CHECK TOTAL	58.56		
10245	APG Media of Southern		0000		EFT	05/10/2025	1043731			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Planning 43510			P & Z	LegalPubng		55.00			
								55.00		
10245	APG Media of Southern		0000		EFT	06/07/2025	1047810			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Planning 43510			P & Z	LegalPubng		165.00			
								165.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10245	APG Media of Southern	0000		EFT	06/09/2025	1047961					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Council 43510		Council	LegalPubng		185.63					
							185.63				
						CHECK TOTAL	405.63				
10278	Arrow Electric LLC	0000		EFT	05/27/2025	3270					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 44010		CH Maint	Bldg Maint		463.87					
							463.87				
						CHECK TOTAL	463.87				
10316	Auto Value Parts Stor	0000		EFT	06/06/2025	48218543					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42010		P&Tmaint	Supplies		29.98					
							29.98				
10316	Auto Value Parts Stor	0000		EFT	06/12/2025	48218710					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 42010		EqMaint	Supplies		87.34					
							87.34				
10316	Auto Value Parts Stor	0000		EFT	06/07/2025	48218567					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42210		P&Tmaint	VehEqParts		100.98					
							100.98				
10316	Auto Value Parts Stor	0000		EFT	05/15/2025	48217881					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		9.55					
							9.55				
10316	Auto Value Parts Stor	0000		EFT	05/15/2025	48217880					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		162.99					
							162.99				
10316	Auto Value Parts Stor	0000		EFT	05/02/2025	48218438					
	ACCOUNT DETAIL					LINE AMOUNT					
	3 StrMaint 42210		StrMaint	VehEqParts		-2.50					
							-2.50				
						CHECK TOTAL	388.34				

Report generated: 05/22/2025 16:28:55
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10332	Baker & Taylor Entert	0000		INV	06/01/2025	2039048314				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			13.73			
										13.73
10332	Baker & Taylor Entert	0000		INV	06/01/2025	2039048315				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			319.23			
										319.23
10332	Baker & Taylor Entert	0000		INV	06/01/2025	2039048316				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			73.55			
										73.55
10332	Baker & Taylor Entert	0000		INV	06/14/2025	2039081663				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			139.37			
										139.37
10332	Baker & Taylor Entert	0000		INV	06/11/2025	2039068692				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			202.96			
										202.96
10332	Baker & Taylor Entert	0000		INV	06/12/2025	2039068082				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			58.44			
										58.44
10332	Baker & Taylor Entert	0000		INV	06/12/2025	2039068081				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			209.32			
										209.32
						CHECK TOTAL	1,016.60			
10221	BG Minnesota Inc	0000		EFT	05/14/2025	PI0066882				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts			195.13			
	2 Parks 42210		P&Tmaint	VehEqParts			48.78			
	3 Water 42210		Water	VehEqParts			73.17			
	4 SwrColl 42210		Sewer Coll	VehEqParts			73.17			
	5 Storm 42210		Storm Wtr	VehEqParts			97.58			
										487.83

Report generated: 05/22/2025 16:28:55
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	487.83				
10337 Bolton & Menk Inc	0000		EFT	05/17/2025	0360954					
					ACCOUNT DETAIL	LINE AMOUNT				
1 StrImp	45300	Street Imp	Impr Other			5,183.00				
							5,183.00			
					CHECK TOTAL	5,183.00				
10265 Bound Tree Medical LL	0000		INV	06/01/2025	85757697					
					ACCOUNT DETAIL	LINE AMOUNT				
1 CC Fac	42010	CC Fac	Supplies			199.80				
							199.80			
					CHECK TOTAL	199.80				
10091 Cal's Metals	0000		INV	06/04/2025	3803					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Parks	42010	P&Tmaint	Supplies			221.26				
							221.26			
					CHECK TOTAL	221.26				
10097 Canon Financial Servi	0000		INV	06/11/2025	40523601					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Fire	44160	Fire	Rents			105.91				
							105.91			
10097 Canon Financial Servi	0000		INV	06/11/2025	40523867					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Planning	44160	P & Z	Rents			112.21				
2 CEDAdmin	44160	CED Admin	Rents			112.20				
							224.41			
10097 Canon Financial Servi	0000		INV	06/11/2025	40523316					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Police	44160	Police	Rents			306.40				
							306.40			
10097 Canon Financial Servi	0000		INV	06/11/2025	40522633					
					ACCOUNT DETAIL	LINE AMOUNT				
1 CH Fac	44160	CH Maint	Rents			224.41				
							224.41			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

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DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10097	Canon Financial Servi		0000		INV	06/11/2025	40523868			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	44160		StrMaint	Rents			98.90		
	2 Water	44160		Water	Rents			10.29		
	3 SwrColl	44160		Sewer Coll	Rents			10.29		
	4 Storm	44160		Storm Wtr	Rents			1.47		
								120.95		
							CHECK TOTAL	982.08		
10368	Cargill Incorporated		0000		INV	06/04/2025	2910974581			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSnow	42160		Snow Ice	Chem&Prod			2,557.34		
								2,557.34		
10368	Cargill Incorporated		0000	49	INV	06/05/2025	2910979680			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSnow	42160		Snow Ice	Chem&Prod			2,572.51		
								2,572.51		
							CHECK TOTAL	5,129.85		
10260	Cengage Learning Inc		0000		INV	06/08/2025	999100404348			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			40.98		
								40.98		
							CHECK TOTAL	40.98		
10353	Chadderdon Lumber		0000		INV	06/14/2025	214828			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			123.08		
								123.08		
							CHECK TOTAL	123.08		
10354	Cintas Corporation		0000		EFT	04/20/2025	4224912803			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	44060		EqMaint	Lndry Srvc			24.40		
								24.40		

City of Faribault



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DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10354	Cintas Corporation	0000		EFT	04/20/2025	4224912695				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Svc		9.55				
	2 StrMaint 44060		StrMaint	Lndry Svc		31.22				
							40.77			
10354	Cintas Corporation	0000		EFT	04/20/2025	4224913502				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Svc		42.61				
							42.61			
10354	Cintas Corporation	0000		EFT	06/08/2025	4230071565				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Svc		48.44				
							48.44			
10354	Cintas Corporation	0000		EFT	06/08/2025	4230071643				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Svc		44.87				
							44.87			
10354	Cintas Corporation	0000		EFT	06/08/2025	4230071348				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Svc		9.55				
	2 StrMaint 44060		StrMaint	Lndry Svc		31.22				
							40.77			
10354	Cintas Corporation	0000		EFT	06/08/2025	4230071400				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Svc		36.55				
							36.55			
10354	Cintas Corporation	0000		EFT	06/08/2025	4230071366				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 44060		Water	Lndry Svc		28.56				
	2 SwrColl 44060		Sewer Coll	Lndry Svc		12.64				
	3 Storm 44060		Storm Wtr	Lndry Svc		5.45				
							46.65			
10354	Cintas Corporation	0000		EFT	06/08/2025	4230071392				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Svc		24.40				
							24.40			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10354	Cintas Corporation	0000		EFT	06/15/2025	4230808497				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		6.43				6.43
10354	Cintas Corporation	0000		EFT	06/15/2025	4230808592				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		44.87				44.87
10354	Cintas Corporation	0000		EFT	06/15/2025	4230808346				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		9.55				
	2 StrMaint 44060		StrMaint	Lndry Srvc		31.22				40.77
10354	Cintas Corporation	0000		EFT	06/15/2025	4230808319				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Srvc		36.55				36.55
10354	Cintas Corporation	0000		EFT	06/15/2025	4230808287				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 44060		Storm Wtr	Lndry Srvc		5.45				
	2 SwrColl 44060		Sewer Coll	Lndry Srvc		12.64				
	3 Water 44060		Water	Lndry Srvc		28.56				46.65
10354	Cintas Corporation	0000		EFT	06/14/2025	4230664730				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 44060		CC Fac	Lndry Srvc		8.22				8.22
10354	Cintas Corporation	0000		EFT	06/15/2025	4230808200				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		24.40				24.40
CHECK TOTAL							557.35			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

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DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10713	City of Faribault		0000		INV	06/08/2025	05142025			
ACCOUNT DETAIL							LINE AMOUNT			
1	Airport	43820		Airport	Water Util			34.81		
2	Airport	43850		Airport	Sewer Util			26.38		
3	Airport	43860		Airport	StrmWtrUtl			401.38		
4	CityRent	43820		CityRent	Water Util			30.06		
5	CityRent	43850		CityRent	Sewer Util			36.64		
6	CityRent	43860		CityRent	StrmWtrUtl			9.63		
7	Soccer	43820		SoccerComp	Water Util			58.45		
8	Soccer	43850		SoccerComp	Sewer Util			11.36		
9	Soccer	43860		SoccerComp	StrmWtrUtl			53.25		
10	SwrRecl	43820		SewerReclm	Water Util			5,089.23		
11	SwrRecl	43860		SewerReclm	StrmWtrUtl			330.79		
12	Water	43850		Water	Sewer Util			34.40		
CHECK TOTAL								6,116.38		
								6,116.38		
10713	City of Faribault		0000		INV	06/12/2025	051325 admin			
ACCOUNT DETAIL							LINE AMOUNT			
1	Roberds	43090		Roberds Lk	ProfSrv			594.00		
CHECK TOTAL								594.00		
								594.00		
10713	City of Faribault		0000		INV	06/12/2025	051325 Roberds Lake			
ACCOUNT DETAIL							LINE AMOUNT			
1	Roberds	43850		Roberds Lk	Sewer Util			3,233.31		
CHECK TOTAL								3,233.31		
								3,233.31		
10267	CivicPlus		0000		EFT	05/30/2025	335244			
ACCOUNT DETAIL							LINE AMOUNT			
1	Council	43090		Council	ProfSrv			19.39		
								19.39		
10267	CivicPlus		0000		EFT	07/31/2025	336929			
ACCOUNT DETAIL							LINE AMOUNT			
1	Council	43090		Council	ProfSrv			3,929.31		
CHECK TOTAL								3,929.31		
								3,948.70		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10374	CL Bensen Company Inc		0000		EFT	06/12/2025	152704			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac 42010			CH Maint	Supplies			160.32		
										160.32
10374	CL Bensen Company Inc		0000		EFT	06/12/2025	152705			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Wshngtn 42010			Wshngtn	Supplies			170.76		
										170.76
10374	CL Bensen Company Inc		0000		EFT	06/12/2025	152702			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42230			CC Fac	Bldg Supp			329.76		
										329.76
10374	CL Bensen Company Inc		0000		EFT	06/12/2025	152703			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42230			CC Fac	Bldg Supp			82.56		
										82.56
							CHECK TOTAL	743.40		
10988	Colonial Life & Accid		0000		INV	05/02/2025	5955			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101 21711			General	LTDPay			80.00		
										80.00
							CHECK TOTAL	80.00		
10357	Community Co-op Oil A		0000		INV	06/11/2025	157907			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts			230.75		
										230.75
10357	Community Co-op Oil A		0000		INV	06/12/2025	640			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42120			CC Fac	Motor Fuel			50.00		
										50.00
10357	Community Co-op Oil A		0000		INV	06/12/2025	157930			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 44040			P&Tmaint	MachEqRpr			20.00		
										20.00

CLAIMS LIST REPORT**Detail Invoice List**

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DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10357	Community Co-op Oil A	0000		INV	06/15/2025	1562				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42120		Fire	Motor Fuel		10.90				
							10.90			
10357	Community Co-op Oil A	0000		INV	06/15/2025	080509				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 101 15520		General	PrePd Fuel		17,222.46				
	2 101 15520		General	PrePd Fuel		2,810.00				
							20,032.46			
10357	Community Co-op Oil A	0000		INV	06/05/2025	042319				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		27.94				
							27.94			
						CHECK TOTAL	20,372.05			
10723	Core & Main LP	0000	6	INV	06/01/2025	W912629				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 45400		Water	Mach&Equip		9,125.00				
							9,125.00			
10723	Core & Main LP	0000		INV	06/13/2025	INV0017090				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42010		Water	Supplies		365.58				
							365.58			
						CHECK TOTAL	9,490.58			
10160	Dakota Supply Group	0000		EFT	06/08/2025	S104692572.001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42010		Water	Supplies		2,461.94				
							2,461.94			
						CHECK TOTAL	2,461.94			
10380	Dalco	0000		INV	06/07/2025	4376057				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 42230		Pol Fac	Bldg Supp		163.96				
							163.96			
						CHECK TOTAL	163.96			

CLAIMS LIST REPORT**Detail Invoice List**

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10179	Defense Technology LL	0000		INV	05/11/2025	156610 REV 1A					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43140		Police	Train&Ed		1,740.00					
							1,740.00				
10179	Defense Technology LL	0000		INV	05/11/2025	158934A					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43140		Police	Train&Ed		250.00					
							250.00				
						CHECK TOTAL	1,990.00				
10257	Eckberg Lammers PC	0000		EFT	06/01/2025	20256					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Legal 43045		Legal	LegalProsc		13,827.75					
							13,827.75				
						CHECK TOTAL	13,827.75				
11159	El Jefe LLC	0000		INV	06/06/2025	050925					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HR 44382		HR	EmpProgram		665.00					
							665.00				
						CHECK TOTAL	665.00				
10407	Electric Pump Inc	0000		EFT	02/13/2025	028797					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 43250		Sewer Coll	Other Comm		2,880.00					
							2,880.00				
						CHECK TOTAL	2,880.00				

CLAIMS LIST REPORT**Detail Invoice List**

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10401	ESRI Inc	0000	60	EFT	05/22/2025	900006996			
ACCOUNT DETAIL						LINE AMOUNT			
1	CEDAdmin43095		CED Admin	SoftwrSupp			751.44		
2	CodeInsp 43095		Code/Insp	SoftwrSupp			546.90		
3	Engineer 43095		Engineer	SoftwrSupp			2,314.89		
4	Fire 43095		Fire	SoftwrSupp			546.89		
5	Police 43095		Police	SoftwrSupp			546.89		
6	Storm 43095		Storm Wtr	SoftwrSupp			916.56		
7	StrMaint 43095		StrMaint	SoftwrSupp			916.56		
8	SwrColl 43095		Sewer Coll	SoftwrSupp			916.56		
9	Water 43095		Water	SoftwrSupp			916.55		
10	Water 43095		Water	SoftwrSupp			0.01		
							8,373.25		
						CHECK TOTAL	8,373.25		
10033	Falkstone LLC	0000	35	EFT	06/09/2025	10750			
ACCOUNT DETAIL						LINE AMOUNT			
1	StrMaint 42240		StrMaint	StMaintMat			4,025.79		
							4,025.79		
						CHECK TOTAL	4,025.79		
10749	Fareway Stores Inc #1	0000		INV	06/07/2025	00058678			
ACCOUNT DETAIL						LINE AMOUNT			
1	CEDAdmin42010		CED Admin	Supplies			26.99		
							26.99		
10749	Fareway Stores Inc #1	0000		INV	06/13/2025	00031708			
ACCOUNT DETAIL						LINE AMOUNT			
1	HR 44382		HR	EmpProgram			92.98		
							92.98		
10749	Fareway Stores Inc #1	0000		INV	06/13/2025	00059952			
ACCOUNT DETAIL						LINE AMOUNT			
1	HR 44382		HR	EmpProgram			19.98		
							19.98		
						CHECK TOTAL	139.95		
10410	Faribault Ace Hardwar	0000		INV	06/06/2025	505333/1			
ACCOUNT DETAIL						LINE AMOUNT			
1	Parks 42010		P&Tmaint	Supplies			34.17		

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar		0000		INV	06/06/2025	505343/1	34.17		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			23.99		
								23.99		
10410	Faribault Ace Hardwar		0000		INV	06/06/2025	505358/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42010			CC Fac	Supplies			9.99		
								9.99		
10410	Faribault Ace Hardwar		0000		INV	06/07/2025	505421/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42410			Sewer Coll	MinorEquip			124.85		
								124.85		
10410	Faribault Ace Hardwar		0000		INV	06/07/2025	505417/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			16.18		
								16.18		
10410	Faribault Ace Hardwar		0000		INV	06/11/2025	505547/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42010			EqMaint	Supplies			30.57		
								30.57		
10410	Faribault Ace Hardwar		0000		INV	06/07/2025	505403/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			8.99		
								8.99		
10410	Faribault Ace Hardwar		0000		INV	06/14/2025	505722/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac 42010			CH Maint	Supplies			4.49		
								4.49		
10410	Faribault Ace Hardwar		0000		INV	06/14/2025	505713/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			23.00		
								23.00		
10410	Faribault Ace Hardwar		0000		INV	06/13/2025	505699/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			21.58		
								21.58		

Report generated: 05/22/2025 16:28:55
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

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DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar		0000		CRM	06/06/2025	505344/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			-23.99		
								-23.99		
10410	Faribault Ace Hardwar		0000		INV	06/14/2025	505739/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	42010		CC Fac	Supplies			71.53		
								71.53		
10410	Faribault Ace Hardwar		0000		INV	06/14/2025	505762/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42160		P&Tmaint	Chem&Prod			61.16		
								61.16		
10410	Faribault Ace Hardwar		0000		INV	06/15/2025	505773/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			159.80		
								159.80		
10410	Faribault Ace Hardwar		0000		INV	06/15/2025	505776/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac	42010		CH Maint	Supplies			6.73		
								6.73		
10410	Faribault Ace Hardwar		0000		INV	06/15/2025	505778/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac	42010		CH Maint	Supplies			2.24		
								2.24		
10410	Faribault Ace Hardwar		0000		INV	06/15/2025	505799/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			14.39		
								14.39		
							CHECK TOTAL	589.67		
10755	Faribault Ice Arena A		0000		INV	06/14/2025	051525			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin	43410		CC Admin	Advertisng			425.00		
								425.00		
							CHECK TOTAL	425.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10757	Faribault Post Office		0000		INV	06/12/2025	05132025			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	43090		Storm Wtr	ProfSrv			1,353.31		
	2 SwrRecl	43090		SewerReclm	ProfSrv			1,353.31		
	3 Water	43090		Water	ProfSrv			1,353.33		
									4,059.95	
							CHECK TOTAL	4,059.95		
10414	Faribault Umpire Asso		0000		EFT	06/11/2025	051225			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult	43090		Adult	ProfSrv			8,652.00		
									8,652.00	
							CHECK TOTAL	8,652.00		
10417	Faribo Plumbing & Hea		0000		EFT	05/24/2025	65126			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			135.56		
									135.56	
							CHECK TOTAL	135.56		
10418	Fastenal Company		0000		EFT	06/13/2025	MNDUN135399			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42160		SewerReclm	Chem&Prod			22.18		
									22.18	
							CHECK TOTAL	22.18		
10421	Fette Electronics Inc		0000		EFT	06/11/2025	11422			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic	44010		AquaticCtr	Bldg Maint			1,900.00		
									1,900.00	
10421	Fette Electronics Inc		0000		EFT	06/11/2025	11421			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	42010		CC Fac	Supplies			1,900.00		
									1,900.00	
							CHECK TOTAL	3,800.00		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10772	Fremarek Inc.	0000		INV	05/31/2025	0847717-IN				
ACCOUNT DETAIL						LINE AMOUNT				
1	SwrColl 42160		Sewer Coll	Chem&Prod		621.83				
							621.83			
						CHECK TOTAL	621.83			
10441	Geiger	0000		EFT	06/13/2025	5891054				
ACCOUNT DETAIL						LINE AMOUNT				
1	Engineer 41150		Engineer	UnifrmAllw		140.91				
							140.91			
						CHECK TOTAL	140.91			
11127	Genuine Parts Company	0000		INV	06/11/2025	006724				
ACCOUNT DETAIL						LINE AMOUNT				
1	EqMaint 42010		EqMaint	Supplies		14.99				
							14.99			
						CHECK TOTAL	14.99			
10433	GFOA	0000		INV	04/25/2025	Cash-66143004				
ACCOUNT DETAIL						LINE AMOUNT				
1	Fin 44330		Finance	DuesSubscr		225.00				
							225.00			
						CHECK TOTAL	225.00			
10003	GIS Benefits	0000		INV	06/01/2025	14459AG20250601				
ACCOUNT DETAIL						LINE AMOUNT				
1	101 21715		General	DentInsPay		6,733.57				
2	101 21717		General	VisInsPay		618.68				
3	101 21711		General	LTDPay		938.85				
4	101 21710		General	Life Pay		1,605.26				
5	101 21716		General	OthPRPay		1,125.36				
6	101 11510		General	COBRA Rec		33.71				
7	101 11510		General	COBRA Rec		84.16				
8	101 11510		General	COBRA Rec		84.16				
9	101 11510		General	COBRA Rec		33.71				
10	101 11510		General	COBRA Rec		33.71				
							11,291.17			
						CHECK TOTAL	11,291.17			

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10436	Godfather's Pizza		0000		EFT	06/19/2025	06969			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council	43140		Council	Train&Ed			100.23		
										100.23
10436	Godfather's Pizza		0000		EFT	06/18/2025	06966			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42010		Library	Supplies			55.84		
										55.84
							CHECK TOTAL	156.07		
10438	Gopher State One Call		0000		EFT	05/30/2025	5040396			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	43090		Water	ProfSrv			224.55		
	2 SwrColl	43090		Sewer Coll	ProfSrv			224.55		
	3 Storm	43090		Storm Wtr	ProfSrv			224.55		
										673.65
							CHECK TOTAL	673.65		
10783	Greystone Constructio		0000		INV	06/20/2025	33157			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	43090		StrMaint	ProfSrv			750.00		
										750.00
							CHECK TOTAL	750.00		
10447	Harry Brown's LLC		0000		EFT	06/11/2025	5041454 1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42210		Water	VehEqParts			88.72		
										88.72
							CHECK TOTAL	88.72		
10449	Hawkins Inc		0000		EFT	06/01/2025	7057731			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42160		Water	Chem&Prod			6,156.74		
										6,156.74
10449	Hawkins Inc		0000		EFT	06/08/2025	7062714			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42160		Water	Chem&Prod			2,366.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10449	Hawkins Inc		0000		EFT	06/11/2025	7062709	2,366.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrRecl 42160		SewerReclm	Chem&Prod			10,532.69		
								10,532.69		
10449	Hawkins Inc		0000		EFT	06/08/2025	7061946			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 42160		Water	Chem&Prod			4,051.96		
								4,051.96		
10449	Hawkins Inc		0000		EFT	06/08/2025	7061371			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrRecl 42160		SewerReclm	Chem&Prod			10,541.47		
								10,541.47		
10449	Hawkins Inc		0000		EFT	06/06/2025	7059401			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Aquatic 42160		AquaticCtr	Chem&Prod			4,100.61		
								4,100.61		
10449	Hawkins Inc		0000		EFT	06/14/2025	7066635			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Aquatic 42160		AquaticCtr	Chem&Prod			30.00		
								30.00		
10449	Hawkins Inc		0000		EFT	06/14/2025	7069333			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 42160		Water	Chem&Prod			4,058.91		
								4,058.91		
							CHECK TOTAL	41,838.38		
11161	Heather Boschke		0000		INV	06/10/2025	146			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 42190		Library	Books			58.00		
								58.00		
							CHECK TOTAL	58.00		
10454	Hillyard Hutchinson		0000		INV	06/11/2025	605822133			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CH Fac 42010		CH Maint	Supplies			1,498.93		
	2	Wshngtn 42010		Wshngtn	Supplies			500.00		
								1,998.93		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10454	Hillyard Hutchinson	0000		INV	06/11/2025	605822132				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		666.05	666.05			
10454	Hillyard Hutchinson	0000		INV	06/14/2025	605826456				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PW Fac 42010		PW Fac	Supplies		185.42	185.42			
10454	Hillyard Hutchinson	0000		INV	06/18/2025	605829089				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42230		StrMaint	Bldg Supp		189.87	189.87			
						CHECK TOTAL	3,040.27			
10793	Hoisington Andrew W	0000		INV	06/08/2025	050925				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Lib Fac 44010		Lib Fac	Bldg Maint		125.00	125.00			
						CHECK TOTAL	125.00			
11121	HP Inc	0000		INV	06/14/2025	9099700031				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42410		Police	MinorEquip		410.00	410.00			
						CHECK TOTAL	410.00			
10455	Hy-Vee - Accounts Rec	0000		INV	06/11/2025	48885386034				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42010		StrMaint	Supplies		10.98	10.98			
						CHECK TOTAL	10.98			
10990	IAFF Local 665	0000		INV	05/02/2025	5956				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 101 21708		General	UnDuesPay		810.00	810.00			
						CHECK TOTAL	810.00			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10188	Imperial Supplies Hol	0000		EFT	06/04/2025	I001DG7280					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42410		Water	MinorEquip		1,648.77					
							1,648.77				
						CHECK TOTAL	1,648.77				
10472	Innovative Office Sol	0000		EFT	06/12/2025	IN4837076					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42010		Library	Supplies		37.46					
							37.46				
10472	Innovative Office Sol	0000		EFT	06/14/2025	IN4839649					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CEDAdmin42010		CED Admin	Supplies		8.27					
							8.27				
10472	Innovative Office Sol	0000		EFT	06/18/2025	IN4841439					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Admin 42010		CC Admin	Supplies		81.02					
							81.02				
10472	Innovative Office Sol	0000		EFT	06/18/2025	IN4841232					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HRA 42010		Frbt HRA	Supplies		6.57					
							6.57				
						CHECK TOTAL	133.32				
10473	Insty-Prints	0000		EFT	06/06/2025	165144					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010		Police	Supplies		64.50					
							64.50				
						CHECK TOTAL	64.50				
10281	Jefferson Fire & Safe	0000		EFT	06/07/2025	IN326738					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42010		Fire	Supplies		857.05					
							857.05				
						CHECK TOTAL	857.05				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11157	U1 Engineering LLC		0000		INV	04/16/2025	101575			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies		3,565.00			
								3,565.00		
							CHECK TOTAL	3,565.00		
10481	Kennedy & Graven Char		0000		EFT	06/11/2025	187680			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EDA	43040		EDA	LegalCivil		115.00			
								115.00		
10481	Kennedy & Graven Char		0000		EFT	06/11/2025	187678			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HRA	43040		FrbIt HRA	LegalCivil		161.00			
								161.00		
							CHECK TOTAL	276.00		
10301	Kielmeyer Constructio		0000		EFT	06/18/2025	3978			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42240		StrMaint	StMaintMat		1,614.52			
								1,614.52		
							CHECK TOTAL	1,614.52		
10498	Law Enforcement Labor		0000		INV	05/02/2025	5954			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101	21708		General	UnDuesPay		2,190.00			
								2,190.00		
							CHECK TOTAL	2,190.00		
11067	League of Minnesota C		0000		INV	05/22/2025	428868			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43140		Police	Train&Ed		425.00			
								425.00		
							CHECK TOTAL	425.00		
10099	Loffler Companies Inc		0000		INV	05/31/2025	5013546			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac	44160		CH Maint	Rents		157.04			
								157.04		

Report generated: 05/22/2025 16:28:55
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10099	Loffler Companies Inc	0000		INV	05/31/2025	5013547					
ACCOUNT DETAIL						LINE AMOUNT					
1	CodeInsp 44160		Code/Insp	Rents		63.96					
							63.96				
10099	Loffler Companies Inc	0000		INV	05/28/2025	5009426					
ACCOUNT DETAIL						LINE AMOUNT					
1	Admin 43091		Admin	ProfServAI		4.14					
2	CC Admin 43091		CC Admin	ProfServAI		11.24					
3	CEDAdmin43091		CED Admin	ProfServAI		9.30					
4	EqMaint 43091		EqMaint	ProfServAI		1.92					
5	Fin 43091		Finance	ProfServAI		26.63					
6	HR 43091		HR	ProfServAI		350.80					
7	Library 43091		Library	ProfServAI		0.14					
9	Police 43091		Police	EProfSvcA		86.71					
11	StrMaint 43091		StrMaint	ProfServAI		0.22					
12	SwrColl 43091		Sewer Coll	ProfServAI		0.78					
13	SwrRecl 43091		SewerReclm	ProfServAI		21.09					
14	Water 43091		Water	ProfServAI		9.45					
15	Wshngtn 43091		Wshngtn	ProfServAI		9.30					
16	HR 43091		HR	ProfServAI		16.83					
							548.55				
10099	Loffler Companies Inc	0000		INV	06/19/2025	5030419					
ACCOUNT DETAIL						LINE AMOUNT					
1	Admin 43091		Admin	ProfServAI		5.71					
2	CC Admin 43091		CC Admin	ProfServAI		5.71					
3	CEDAdmin43091		CED Admin	ProfServAI		34.27					
4	EqMaint 43091		EqMaint	ProfServAI		5.71					
5	Fin 43091		Finance	ProfServAI		5.71					
6	HR 43091		HR	ProfServAI		5.71					
7	Library 43091		Library	ProfServAI		5.71					
8	Parks 43091		P&Tmaint	ProfServAI		5.71					
9	Police 43091		Police	EProfSvcA		5.71					
10	PWAdmin 43091		PW Admin	ProfServAI		5.71					
11	StrMaint 43091		StrMaint	ProfServAI		5.71					
12	SwrColl 43091		Sewer Coll	ProfServAI		5.71					
13	SwrRecl 43091		SewerReclm	ProfServAI		5.71					
14	Water 43091		Water	ProfServAI		5.71					
15	Wshngtn 43091		Wshngtn	ProfServAI		5.73					

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						114.23				
					CHECK TOTAL	883.78				
10140 MacQueen Equipment LL	0000	65	EFT	05/31/2025	P48179					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 42010		Fire	Supplies			18,428.30				
							18,428.30			
					CHECK TOTAL	18,428.30				
10503 Madison National Life	0000		INV	06/01/2025	1696631					
ACCOUNT DETAIL					LINE AMOUNT					
1 101 21711		General	LTD Pay			2,025.66				
							2,025.66			
10503 Madison National Life	0000		INV	06/01/2025	1696630					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 41330		Fire	Life Ins			62.58				
2 Treasury 21710		Treasury	Life Pay			3,037.47				
3 101 11510		General	COBRA Rec			19.77				
							3,119.82			
					CHECK TOTAL	5,145.48				
10539 Magtech Ammunition Co	0000		INV	06/05/2025	49366					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 43140		Police	Train&Ed			3,996.00				
							3,996.00			
10539 Magtech Ammunition Co	0000		CRM	10/02/2024	EX44889					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 42010		Police	Supplies			-202.16				
							-202.16			
10539 Magtech Ammunition Co	0000		CRM	05/07/2025	EX49391					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 43140		Police	Train&Ed			-396.00				
							-396.00			
					CHECK TOTAL	3,397.84				
10211 Martin Marietta Mater	0000		EFT	06/05/2025	45711518					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 42240		StrMaint	StMaintMat			147.56				

Report generated: 05/22/2025 16:28:55
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								147.56		
10211	Martin Marietta Mater		0000		EFT	06/11/2025	45762473			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42240		StrMaint	StMaintMat			146.10		
								146.10		
							CHECK TOTAL	293.66		
10847	Midlands Lawn Care Se		0000		INV	06/14/2025	6542			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44010		Water	Bldg Maint			441.00		
								441.00		
10847	Midlands Lawn Care Se		0000		INV	06/14/2025	6543			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44010		Water	Bldg Maint			441.00		
								441.00		
10847	Midlands Lawn Care Se		0000		INV	06/14/2025	6544			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44010		Water	Bldg Maint			110.00		
								110.00		
							CHECK TOTAL	992.00		
10543	Midwest Tape LLC		0000		EFT	06/01/2025	507114712			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42192		Library	Audio Vis			44.99		
								44.99		
10543	Midwest Tape LLC		0000		EFT	06/01/2025	507114711			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42192		Library	Audio Vis			22.49		
								22.49		
10543	Midwest Tape LLC		0000		EFT	06/01/2025	507114709			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42192		Library	Audio Vis			72.98		
								72.98		
10543	Midwest Tape LLC		0000		EFT	06/01/2025	507114457			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42192		Library	Audio Vis			80.46		
								80.46		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10543	Midwest Tape LLC		0000		EFT	06/08/2025	507148580			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42192		Library	Audio Vis			162.95		
								162.95		
10543	Midwest Tape LLC		0000		EFT	06/08/2025	507148577			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42192		Library	Audio Vis			36.99		
								36.99		
10543	Midwest Tape LLC		0000		EFT	06/08/2025	507148578			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42192		Library	Audio Vis			38.33		
								38.33		
							CHECK TOTAL	459.19		
10851	Minnesota Ag Power In		0000		INV	06/07/2025	10458241			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42210		P&Tmaint	VehEqParts			147.63		
								147.63		
							CHECK TOTAL	147.63		
10530	Office of MNIT Servic		0012		INV	06/12/2025	W25040494			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43090		Police	ProfSrv			565.35		
								565.35		
							CHECK TOTAL	565.35		
10517	Minnesota Elevator In		0002		EFT	06/05/2025	1127617			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth	42010		Youth	Supplies			240.80		
								240.80		
							CHECK TOTAL	240.80		
11098	Minnesota Hydro Vac L		0000		INV	06/07/2025	4125			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44050		Water	EOMaint			1,650.00		
								1,650.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
11098	Minnesota Hydro Vac L	0000		INV	06/13/2025	4153					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44050		Water	EOMaint		1,815.00				1,815.00	
						CHECK TOTAL	3,465.00				
10854	Minnesota NAHRO	0000		INV	06/14/2025	051525					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HRA 43140		Frbt HRA	Train&Ed		570.00				570.00	
						CHECK TOTAL	570.00				
10524	Minnesota Recreation	0000		EFT	06/20/2025	03926					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 43140		AquaticCtr	Train&Ed		90.00				90.00	
						CHECK TOTAL	90.00				
10523	Minnesota Valley Test	0000		EFT	06/07/2025	1304640					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		502.40				502.40	
10523	Minnesota Valley Test	0000		EFT	06/07/2025	1304643					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		293.20				293.20	
10523	Minnesota Valley Test	0000		EFT	06/08/2025	1304860					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				242.00	
10523	Minnesota Valley Test	0000		EFT	04/25/2025	1298285					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				242.00	
10523	Minnesota Valley Test	0000		EFT	06/14/2025	1305675					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				242.00	

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 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10523	Minnesota Valley Test	0000		EFT	06/15/2025	1305867			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm ProfSrv			545.80	545.80		
10523	Minnesota Valley Test	0000		EFT	06/15/2025	1305915			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm ProfSrv			328.80	328.80		
						CHECK TOTAL	2,396.20		
11160	Minnesota Youth Readi	0000		INV	05/24/2025	02633			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 44330		Library DuesSubscr			15.00	15.00		
						CHECK TOTAL	15.00		
10992	MNPEAGENERAL	0000		INV	05/02/2025	5958			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 101 21708		General UnDuesPay			1,776.00	1,776.00		
						CHECK TOTAL	1,776.00		
10991	MNPEAPOLICES	0000		INV	05/02/2025	5957			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 101 21708		General UnDuesPay			124.00	124.00		
						CHECK TOTAL	124.00		
10525	MTI Distributing Inc	0000	28	EFT	06/04/2025	1461262-00			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CP CR 45400		CP CR Mach&Equip			31,564.93	31,564.93		
10525	MTI Distributing Inc	0000		EFT	04/23/2025	1464495-01			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42210		P&Tmaint VehEqParts			63.98	63.98		
						CHECK TOTAL	31,628.91		

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 User: Fawn Fuller (FFuller)
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CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10989	NCPERS Group Life Ins	0000		INV	05/16/2025	5978					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21710		Treasury	Life Pay		144.00					
							144.00				
						CHECK TOTAL	144.00				
10202	Northern Consulting A	0000		EFT	06/08/2025	FBO-2025-04					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fin 43090		Finance	ProfSrv		1,500.00					
							1,500.00				
						CHECK TOTAL	1,500.00				
10548	Northern Safety Techn	0000		EFT	06/04/2025	59390					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42210		Water	VehEqParts		328.33					
							328.33				
10548	Northern Safety Techn	0000		EFT	06/08/2025	59416					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		75.40					
							75.40				
						CHECK TOTAL	403.73				
10559	On Target A & M Inc	0000		EFT	06/12/2025	1803801					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43220		Water	Postage		560.31					
	2 SwrRecl 43220		SewerReclm	Postage		560.31					
	3 Storm 43220		Storm Wtr	Postage		560.30					
							1,680.92				
						CHECK TOTAL	1,680.92				
10118	Prairie Creek Fence L	0000		EFT	06/15/2025	4111					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44050		P&Tmaint	EOMaint		4,800.00					
							4,800.00				
						CHECK TOTAL	4,800.00				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
11162	Pro Hydro-Test LLC	0000		INV	06/12/2025	INV-1036					
ACCOUNT DETAIL						LINE AMOUNT					
1	Fire 43090		Fire	ProfSrv		200.00					
						CHECK TOTAL	200.00				
							200.00				
10582	Purfeerst Farms LLP	0000	58	EFT	06/05/2025	2025 Spring Sludge					
ACCOUNT DETAIL						LINE AMOUNT					
1	SwrRecl 43090		SewerReclm	ProfSrv		6,746.10					
						CHECK TOTAL	6,746.10				
							6,746.10				
10588	Quality Aviation Inc	0000		EFT	06/01/2025	20255					
ACCOUNT DETAIL						LINE AMOUNT					
1	Airport 43070		Airport	Mgmt Srv		3,500.00					
						CHECK TOTAL	3,500.00				
							3,500.00				
10139	Quality Forklift Sale	0000		INV	06/18/2025	P05067					
ACCOUNT DETAIL						LINE AMOUNT					
1	Water 42210		Water	VehEqParts		27.99					
						CHECK TOTAL	27.99				
							27.99				
999997	Faribault Soccer Asso	0000		INV	06/08/2025	050925					
ACCOUNT DETAIL						LINE AMOUNT					
1	CC Admin 36240		CC Admin	RefReimb		945.00					
						CHECK TOTAL	945.00				
							945.00				
10896	Remme Jackie	0000		INV	06/21/2025	04212025					
ACCOUNT DETAIL						LINE AMOUNT					
1	Police 43090		Police	ProfSrv		9.00					
						CHECK TOTAL	9.00				
							9.00				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10204	Rice County Recorder'	0002		INV	06/12/2025	05132025 Roberds Lak					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Roberds 44371		Roberds Lk	SwrChrgCol		5,313.01					
							5,313.01				
						CHECK TOTAL	5,313.01				
10204	Rice County Solid Was	0005		INV	06/12/2025	17354					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 43840		IT	RefuseDisp		232.00					
							232.00				
						CHECK TOTAL	232.00				
10995	Robert Harris III	0000		EFT	06/10/2025	051125					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EDA 43310		EDA	Travel Exp		195.16					
							195.16				
						CHECK TOTAL	195.16				
10239	Roger Rosen	0000		INV	05/30/2025	CAL351661I					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		186.03					
							186.03				
10239	Roger Rosen	0000		INV	06/07/2025	CAL351866I					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		119.61					
							119.61				
						CHECK TOTAL	305.64				
10908	Rotary Club of Fariba	0000		INV	12/11/2024	1051					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Comms 44330		Communicat	DuesSubscr		231.00					
							231.00				
						CHECK TOTAL	231.00				
10296	Sanity Solutions Inc	0000		EFT	05/31/2025	INV214839					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 43090		IT	ProfSrv		1,350.00					
							1,350.00				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	1,350.00				
11124 Schak, Allison	0000		EFT	05/22/2025	042225					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Police 43310	Police		Travel Exp			95.00				
						95.00				
					CHECK TOTAL	95.00				
10614 Sherwin Williams Comp	0000		INV	06/08/2025	7698-6					
					ACCOUNT DETAIL	LINE AMOUNT				
1 StrSign 44040	Sign Sig		MachEqRpr			1,180.99				
						1,180.99				
					CHECK TOTAL	1,180.99				
10166 Sign Solutions USA LL	0000		EFT	06/07/2025	417086					
					ACCOUNT DETAIL	LINE AMOUNT				
1 StrSign 42240	Sign Sig		StMaintMat			4,213.78				
						4,213.78				
					CHECK TOTAL	4,213.78				
10926 Sjodin Josh	0000		EFT	05/23/2025	042325					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Police 43310	Police		Travel Exp			95.00				
						95.00				
					CHECK TOTAL	95.00				
10108 Star Sports & Apparel	0000		INV	06/12/2025	Clover 2025 May 14					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Police 42010 25907	Police		Supplies			9,025.00				
						9,025.00				
10108 Star Sports & Apparel	0000		INV	06/14/2025	Clover 2025 May30					
					ACCOUNT DETAIL	LINE AMOUNT				
1 Fin 42010	Finance		Supplies			47.50				
						47.50				
10108 Star Sports & Apparel	0000		INV	06/14/2025	Clover 2025 May31					
					ACCOUNT DETAIL	LINE AMOUNT				
1 CEDAdmin42010	CED Admin		Supplies			85.50				
						85.50				

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City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025
DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						CHECK TOTAL	9,158.00				
10056	Steele Waseca Coop El	0000		INV	06/12/2025	05212025					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Airport 43810		Airport	Elec Util			1,399.20				
	2 StrLight 43810		StrLight	Elec Util			151.45				
	3 SwrColl 43810		Sewer Coll	Elec Util			268.72				
	4 SwrRecl 43810		SewerReclm	Elec Util			62.28				
	5 Water 43810		Water	Elec Util			431.85				
							2,313.50				
						CHECK TOTAL	2,313.50				
10619	Stepp Manufacturing C	0000		EFT	06/12/2025	066383					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts			973.46				
							973.46				
10619	Stepp Manufacturing C	0000		EFT	06/12/2025	066387					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts			478.92				
							478.92				
						CHECK TOTAL	1,452.38				
10620	Streicher's Inc	0000		INV	06/12/2025	11761686					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42180		Police	Uniforms			264.95				
							264.95				
						CHECK TOTAL	264.95				
10942	Superior Sewer Servic	0000		INV	06/07/2025	1053					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 44050		Sewer Coll	EOMaint			990.00				
							990.00				
10942	Superior Sewer Servic	0000		INV	06/13/2025	1054					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 44050		Sewer Coll	EOMaint			1,320.00				
							1,320.00				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10942	Superior Sewer Servic	0000		INV	04/02/2025	1039					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 44050		Sewer Coll	EOMaint		3,135.00					
							3,135.00				
						CHECK TOTAL	5,445.00				
11158	TC Enterprises LLC	0000		INV	05/31/2025	79					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010 25907		Police	Supplies		300.00					
							300.00				
						CHECK TOTAL	300.00				
10635	Temple Electric Motor	0000		EFT	06/12/2025	RI-4242					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44050		P&Tmaint	EOMaint		700.00					
							700.00				
						CHECK TOTAL	700.00				
10595	The Retrofit Companie	0000		EFT	06/08/2025	0129217-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 43840		CH Maint	RefuseDisp		223.47					
							223.47				
10595	The Retrofit Companie	0000		EFT	06/08/2025	0129216-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 42230		CH Maint	Bldg Supp		275.56					
							275.56				
						CHECK TOTAL	499.03				
10654	The UPS Store	0000		INV	06/01/2025	1ZK10R470302706418					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43250		Water	Other Comm		27.75					
							27.75				
						CHECK TOTAL	27.75				
10648	Timm's Trucking Inc	0000		EFT	06/13/2025	71677					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42240		Water	StMaintMat		291.49					
							291.49				

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CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10648	Timm's Trucking Inc	0000		EFT	06/13/2025	71668					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42240		Water	StMaintMat		459.54					
							459.54				
10648	Timm's Trucking Inc	0000		EFT	06/14/2025	71705					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42240		Water	StMaintMat		236.44					
							236.44				
						CHECK TOTAL	987.47				
11155	Timothy Poncin	0000		EFT	05/23/2025	450					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CodeInsp 43140		Code/Insp	Train&Ed		75.00					
							75.00				
						CHECK TOTAL	75.00				
10137	Todd B Trembley	0000		EFT	06/08/2025	114					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43090		Police	ProfSrv		260.99					
							260.99				
						CHECK TOTAL	260.99				
10222	Tyler Technologies In	0000		EFT	06/06/2025	045-518734					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		652.00					
							652.00				
10222	Tyler Technologies In	0000		EFT	05/30/2025	045-517644					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		7,172.00					
							7,172.00				
10222	Tyler Technologies In	0000		EFT	05/30/2025	045-517643					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		1,304.00					
							1,304.00				
10222	Tyler Technologies In	0000		EFT	06/13/2025	045-519507					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		5,868.00					
							5,868.00				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	14,996.00				
11055 United Tactical Syste	0000		INV	05/28/2025	0096872-IN					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 43140	Police	Train&Ed			1,098.00				1,098.00	
					CHECK TOTAL	1,098.00				
10958 US Bank - Acct 1620	0000		EFT	05/24/2025	2879628					
ACCOUNT DETAIL					LINE AMOUNT					
1 15ARefun 46110	2015ARefun	Bond Inter			7,600.00				13,131.25	
2 15Almp 46110	2015Almp	Bond Inter			5,531.25				13,131.25	
					CHECK TOTAL	13,131.25				
11156 US Bank - Acct 5979	0000		EFT	05/24/2025	2879635					
ACCOUNT DETAIL					LINE AMOUNT					
1 21BRefun 46110	2021BRefun	Bond Inter			24,750.00				69,975.00	
2 21BRefun 46110	2021BRefun	Bond Inter			32,475.00					
3 21BRefun 46110	2021BRefun	Bond Inter			12,750.00					
11156 US Bank - Acct 5979	0000		EFT	05/24/2025	2879634					
ACCOUNT DETAIL					LINE AMOUNT					
1 21Almp 46110	2021Almp	Bond Inter			8,640.00				8,640.00	
					CHECK TOTAL	78,615.00				
10964 Wal-Mart	0000		INV	06/12/2025	39555194351483872326					
ACCOUNT DETAIL					LINE AMOUNT					
1 CC Admin 42010	CC Admin	Supplies			28.41				28.41	
10964 Wal-Mart	0000		CRM	04/29/2025	7VP1VCKYC57					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 42010	Fire	Supplies			-21.72				-21.72	
10964 Wal-Mart	0000		INV	06/14/2025	04936183103289099609					
ACCOUNT DETAIL					LINE AMOUNT					
1 Youth 42010	Youth	Supplies			185.51					

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CLAIMS LIST REPORT**Detail Invoice List**

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								185.51		
							CHECK TOTAL	192.20		
10662	Waste Management of W		0000		INV	05/31/2025	9265007-2282-8			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	43840		P&Tmaint	RefuseDisp			436.08		
								436.08		
							CHECK TOTAL	436.08		
10665	Westman Freightliner		0000		INV	06/11/2025	XA304183198:01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			244.07		
								244.07		
							CHECK TOTAL	244.07		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025

DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10973 Xcel Energy	0000		INV	06/13/2025	928187021					

ACCOUNT DETAIL

LINE AMOUNT

1	Airport	43830	Airport	Gas Util	445.16
2	Aquatic	43810	AquaticCtr	Elec Util	964.55
3	Aquatic	43830	AquaticCtr	Gas Util	41.22
4	CC Fac	43810	CC Fac	Elec Util	4,874.44
5	CC Fac	43830	CC Fac	Gas Util	378.02
6	CH Fac	43810	CH Maint	Elec Util	1,555.07
7	CH Fac	43830	CH Maint	Gas Util	323.52
8	EmrgMgmt	43810	EmrgMgmt	Elec Util	3.79
9	Fire Fac	43810	Fire Fac	Elec Util	341.52
10	Fire Fac	43830	Fire Fac	Gas Util	533.80
11	Lib Fac	43810	Lib Fac	Elec Util	1,841.88
12	Lib Fac	43830	Lib Fac	Gas Util	-426.81
13	Parks	43810	P&Tmaint	Elec Util	1,865.15
14	Parks	43830	P&Tmaint	Gas Util	-191.77
15	Pol Fac	43810	Pol Fac	Elec Util	3,943.19
16	Pol Fac	43830	Pol Fac	Gas Util	799.78
17	PW Fac	43830	PW Fac	Gas Util	921.61
18	Soccer	43810	SoccerComp	Elec Util	221.74
19	Storm	43810	Storm Wtr	Elec Util	46.83
20	Storm	43830	Storm Wtr	Gas Util	13.64
21	StrLight	43810	StrLight	Elec Util	552.70
22	StrSign	43810	Sign Sig	Elec Util	91.66
23	SwrColl	43810	Sewer Coll	Elec Util	687.41
24	SwrColl	43830	Sewer Coll	Gas Util	95.91
25	SwrRecl	43810	SewerReclm	Elec Util	10,931.12
26	SwrRecl	43830	SewerReclm	Gas Util	1,282.91
27	Water	43810	Water	Elec Util	20,615.28
28	Water	43830	Water	Gas Util	498.93
29	Wshngtn	43810	Wshngtn	Elec Util	314.65
30	Wshngtn	43830	Wshngtn	Gas Util	687.39
31	PW Fac	43810	PW Fac	Elec Util	3,164.65

57,418.94

CHECK TOTAL

57,418.94

10672 Zep Sales & Service 0000

INV 02/23/2025

9010754809

ACCOUNT DETAIL

LINE AMOUNT

1	EqMaint	42010	EqMaint	Supplies	338.42
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 Program ID: apwarnt

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CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 052725FF 05/27/2025
DUE DATE: 05/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
							338.42			
CHECK TOTAL							338.42			
261	INVOICES	WARRANT TOTAL				487,888.31	487,888.31			



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-142 Approve Agreements for Northern Links Trail Crossing Within CPKC Railroad Right-of-Way

Background:

As part of the Northern Links Trail Project, Contract 2023-07, the project requires the construction of a box culvert trail crossing under the Canadian Pacific Kansas City (CPKC) railroad line. The City has been working with CPKC and related rail partners on a crossing agreement for almost 2 years and has finally received final agreements from all parties. While the line is owned by CPKC, Progressive Rail is the rail operator and Vogelsburg Trucking and Faribault Foods are the end users on the rail. Copies of the agreements are attached. Note, as of 5/23/25, the City is waiting for an updated agreement from Progressive Rail related to their costs for the rail removal and replacement operations as the previous agreement was outdated. The updated agreement will be updated in the council packet if need be. **Update 5/27/25** The updated costs for the Progressive Rail agreement were submitted on 5/27/25 and the track replacement costs went from \$76,800 to \$80,400. An updated agreement with the revised numbers will be submitted for signatures.

Recommendation:

Approve Resolution 2025-142 Approve Agreements for Northern Links Trail Crossing Within CPKC Railroad Right-of-Way

Attachments:

1. Resolution 2025-142 Approve Agreements for Northern Links Trail
2. Tunnel Easement 2025 04 01
3. CPKC-Faribault MN Box Culvert CM Agmt with ROE License with Schedule C (Schedules A B & D separate)
4. Schedule D -- CPKC Safety Requirements for Contractors_US_7.1.2024
5. MISC-0136; City of Faribault; Letter Agreement

Agenda Item: 6.B

6. DOCSOPEN-#909039-v2-Agreement_Faribault_Foods
7. DOCSOPEN-#909039-v5-Agreement_Faribault_Vogelsberg_Trucking

CITY OF FARIBAULT

RESOLUTION #2025-142

APPROVE AGREEMENTS FOR NORTHERN LINKS TRAIL CROSSING WITHIN CPKC RAILROAD RIGHT-OF-WAY

WHEREAS, in order to complete the Northern Links Trail Crossing Project, Contract 2023-07 multiple agreements are needed related to the box culvert trail crossing under the Canadian Pacific Kansas City ("CPKC") rail line; and

WHEREAS, the City of Faribault (the "City") has applied for and/or negotiated agreements with the responsible parties with regulating authority including CPKC, Progressive Rail, Faribault Foods and Vogelsburg Trucking; and

WHEREAS, due to the inclusion of federal funds on a portion of the proposed project, all agreements and easements must be executed prior to bid authorization; and

WHEREAS, the respective agreements, a copy of which are attached to this resolution have been reviewed and approved by City staff and/or the City Attorney .

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby approves the agreements attached to this Resolution and hereby authorizes City Staff and the City's Consultants to make limited revisions to the agreements as may be necessary to finalize them.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute said agreements.

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

TUNNEL EASEMENT 5136201

Date: _____, 20____.

In consideration of the sum of SIX THOUSAND DOLLARS and No/100 (\$6,000.00), the receipt whereof is hereby acknowledged,

Dakota, Minnesota & Eastern Railroad Corporation, a Delaware corporation doing business as Canadian Pacific Kansas City ("**CPKC**"), of 120 South Sixth Street, Suite 700, Minneapolis, Minnesota 55402, ("**Grantor**")

hereby grants, conveys and unto the **City of Faribault**, a Minnesota Municipal corporation who address is, 1200 Belview Trail, Faribault, Minnesota 55021, under the laws of Minnesota ("**Grantee**"),

a public right of way ("**Easement**") described and conditioned as follows:

1. **DESCRIPTION OF PROPERTY:** The Easement is granted over, under, across and through the following parcel of land in Faribault, Rice County, Minnesota, described as follows:

Permanent Easement described as follows:

Part of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian and part of Section 30, Township 110 North, Range 20 West of the Fifth Principal Meridian, all in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the Northwest corner of Lot 5, Block 1, North Alexander Addition (for purposes of this description bearings are assumed and based on the North line of said Section 30 being North 89°58'58" West) thence southerly along the

easterly R.O.W. of the Iowa, Chicago and Eastern Railroad on a tangential curve, concave westerly (curve data: delta angle = 0°36'02"; radius = 8644.42 feet; chord bearing and distance = South 5°48'10" West, 90.61 feet) an arc distance of 90.61 feet to the point of beginning of the Permanent Easement to be herein described; thence continue southerly along the easterly R.O.W. of the Iowa, Chicago and Eastern Railroad on a tangential curve, concave westerly (curve data: delta angle = 0°11'57"; radius = 8644.42 feet; chord bearing and distance = South 6°12'09" West, 30.03 feet) an arc distance of 30.03 feet; thence North 81°06'42" West 130.13 feet to a point on the westerly R.O.W. of the Iowa, Chicago and Eastern Railroad; thence northerly along said westerly R.O.W. of the Iowa, Chicago and Eastern Railroad on a tangential curve, concave westerly (curve data: delta angle = 0°12'08"; radius = 8514.42 feet; chord bearing and distance = North 6°09'41" East, 30.03 feet) an arc distance of 30.03 feet; thence South 81°06'42" East 130.16 feet to the point of beginning.

CONTAINING 3,904 square feet, more or less and hereinafter referred to as the **"Easement Area."**

Temporary Construction Easement described as follows:

Part of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian and part of Section 30, Township 110 North, Range 20 West of the Fifth Principal Meridian, all in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the Northwest corner of Lot 5, Block 1, North Alexander Addition plat (for purposes of this description bearings are assumed and based on the North line of said Section 30 being North 89°58'58" West) thence southerly along the easterly R.O.W. of the Iowa, Chicago and Eastern Railroad on a tangential curve, concave westerly (curve data: delta angle = 0°18'07"; radius = 8644.42 feet; chord bearing and distance = South 5°39'12" West, 45.55 feet) an arc distance of 45.55 feet to the point of beginning of the Temporary Construction Easement to be herein described; thence continue southerly along the easterly R.O.W. of the Iowa, Chicago and Eastern Railroad on a tangential curve, concave westerly (curve data: delta angle = 0°47'46"; radius = 8644.42 feet; chord bearing and distance = South 6°12'09" West, 120.13 feet) an arc distance of 120.13 feet; thence North 81°06'42" West 130.11 feet to a point on the westerly R.O.W. of the Iowa, Chicago and Eastern Railroad; thence northerly along said westerly R.O.W. of the Iowa, Chicago and Eastern Railroad on a tangential curve, concave westerly (curve data: delta angle = 0°48'30"; radius = 8514.42 feet; chord bearing and distance = North 6°09'41" East, 120.14 feet) an arc distance of 120.14 feet; thence South 81°06'42" East 130.19 feet to the point of beginning.

CONTAINING 115,617 square feet, more or less hereinafter referred to as the **"Temporary Easement Area"**

2. **PURPOSES:** The Easement shall be limited to:

2.1. The installation, construction, maintenance, repair, replacement, and use of tunnel (the “**Tunnel**”) for public vehicular and pedestrian ingress and egress under the Easement Area.

2.2. The installation, construction, maintenance, repair, replacement, and use of State-, County- or City-owned pipes, wires or other State-, County- or City-owned utilities (collectively “**Public Utilities**” or individually a “**Public Utility**”) provided that:

A. Any such Public Utility installed or replaced after the date hereof, shall conform to the standards promulgated by the Grantor for the placement of such item upon, beneath or across operating railroad property;

B. No such Public Utility shall be installed without advance written approval of the Grantor and without submitting proposed plans at least 30 days in advance of planned construction, maintenance or replacement;

C. Subject to the preceding section 2.2(A) and (B), the installation, repair or replacement of any Public Utility shall be subject to the provisions of Section 5.2 herein;

D. The foregoing sections 2.2(A) through (C) shall not apply if railroad operations are abandoned across the Easement Area in accordance with applicable regulatory requirements or if railroad tracks are permanently removed.

E. Nothing herein shall be construed to allow a non-government owned utility company to construct, maintain, repair or replace pipes wires or other items upon or across the Easement Area

3. **RESERVATIONS:**

3.1 Grantor’s railroad operations, tracks and facilities shall be deemed superior to the rights granted herein for Tunnel purposes and Grantor reserves the right and privilege to construct additional tracks or facilities as may be required for railroad traffic, operations or safety.

3.2 Grantor reserves:

A. fee title to the Easement Area to itself; Grantee's maintenance and use of the Easement Area, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this Easement;

- B. the right to permit other parties to use the Easement Area in a manner that does not unreasonably interfere with the Grantee's use of the Easement Area pursuant to this Easement;
- C. the right of incidental use of the Easement Area in a manner that does not unreasonably interfere with the Grantee's use of the Easement Area pursuant to this Easement; and
- D. the right and privilege to use the Easement Area for any and all other purposes that are not inconsistent with the use thereof for the purpose or purposes permitted by this Easement or which do not unreasonably interfere with or restricts the rights granted to Grantee.

4. **TERM, TERMINATION AND EXPIRATION:**

4.1 This Easement shall remain in effect so long as required or used by Grantee for Tunnel and Public Utility purposes ("**Term**"). Additionally, the Easement shall be subject to termination or expiration as follows:

4.1.1 Abandonment: In the event the Easement Area is not used for Tunnel and Public Utility purposes for a period of twelve (12) consecutive months and Grantor serves upon Grantee a written notice alleging such non-use and if Grantee does not refute said allegation of non-use within 30 days following receipt of said written notice, then Grantee shall be deemed to have agreed with Grantor's allegations and the Easement shall therewith be extinguished.

4.1.2 Removal: In the event Grantee substantially removes the Tunnel and Public Utilities with the intent of not replacing them, then the Easement shall therewith be extinguished.

4.1.3 Breach: If Grantee is unable or unwilling to cure a breach of any of the provisions of this Easement within thirty (30) days (or such longer period as may be reasonably required if Grantee promptly initiates the cure and diligently prosecutes the cure to completion) following receipt of a written notice from Grantor detailing such breach, then this Easement shall therewith be terminated by Grantor. The foregoing shall be subject, however, to reasonable seasonal accommodations for any physical work to the Tunnel required to cure a breach.

- 4.2 Upon termination this Easement for any of the following reasons, Grantee shall, at its sole expense, promptly remove the Tunnel from the Easement Area and restore the Easement Area to substantially its former state. In the event that Grantee fails to remove the Tunnel within sixty (60) days following receipt by Grantee of an official written notice from Grantor that it intends to remove the Tunnel, the Tunnel may be so removed by Grantor. Upon receipt of a bill therefore, Grantee shall immediately pay to Grantor the costs incurred by Grantor in the removal of the Tunnel.

5. **TUNNEL CONSTRUCTION, MAINTENANCE AND REMOVAL WORK:**

The provisions of this Section 5 shall apply to the extent the provisions of this Section 5 are not included in a separate written agreement between the parties.

- 5.1 Division of Responsibility: Grantee shall be responsible, at its cost and expense, for all work necessary to install, construct, maintain, repair, replace and remove the Tunnel.

- 5.2 Tunnel and Public Utility work by Grantee:

- 5.2.1 Grantee, shall secure all necessary public approvals and permits for the construction, maintenance, operation or removal of the Tunnel from or in the Easement Area.

- 5.2.2 Grantor makes no representation by the granting of this indenture that the Easement Area is free of any such pipes, wires, conduits, sewers, pilings or other obstructions.

Prior to any construction, maintenance or removal of the Tunnel or Public Utilities, Grantee shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, piling or other obstructions to the construction of the Tunnel. Grantee expressly assumes the risk of damage to the foregoing pipes, wires, conduits, sewers, piling or other obstructions, if any, and agrees to pay any claims arising from damage thereto in connection with the construction or maintenance of the Tunnel.

- 5.2.3 Grantee shall not carry on any work in connection with the installation, maintenance, repair, changing or renewal of the Tunnel within 25 feet of the center line of any Grantor – owned track until:

- 5.2.3.1 it shall have given Grantor at least five (5) days' written notice, and

- 5.2.3.2 an authorized representative of Grantor shall, at Grantor's election, be present to supervise same. Upon bills being rendered for the authorized representative's supervision, Grantee shall promptly reimburse Grantor for all reasonable expenses incurred by it in connection with such supervision, including all labor costs for flagmen supplied by Grantor to protect railroad operations, and for the entire cost of the furnishing, installation and later removal of any temporary supports for said tracks, if any.
- 5.2.3.3 Grantee shall, at its sole expense, do all necessary grading of the Tunnel approaches and install drainage culverts, if required by Grantor, all in a manner satisfactory to the Grantor's Division Engineer or other designated representative and in compliance with local or state jurisdictional requirements; provided that if such grading is completed according to approved plans, any such grading shall be deemed approved by Grantor.
- 5.2.3.4 Grantee, at Grantee's sole expense, whenever notified in writing by Grantor to do so, shall promptly make emergency repairs to the Tunnel as Grantor and Grantee agree are necessary. If Grantee fails to make such repairs within a reasonable period, Grantor shall have the right, at its election, to make these emergency repairs to the Tunnel and in such event Grantee, upon bills being rendered therefor, will promptly reimburse Grantor for all expenses incurred in connection therewith.
- 5.2.3.5 Except repairs caused by Grantor's malicious acts, Grantee, at Grantee's sole expense, whenever notified in writing by Grantor to do so, shall promptly make such repairs to or changes in the Tunnel, including reasonable changes in location as Grantor may require to accommodate changes in railroad operations or construction of railroad facilities.

5.2.4 Prior to the commencement of work, Grantee shall require any third-party contractor acting on behalf of Grantee pursuant to this Easement to:

5.2.4.1 to the extent permitted by law, execute and deliver to Grantor a release of liability that shall provide that the contractor shall indemnify, hold harmless and defend the Indemnitees (as defined below) from and against all Claims (as also defined below) arising out of, resulting from or relating to any loss of (or damage to) any property, natural resource, or business or any injury to (or death of) any person, where such loss, damage, injury, or death actually or allegedly arises (whether directly or indirectly, wholly or in part) from any action or omission of the contractor (or its employees, agents, or contractors) while on the Easement Area in connection with the contractor's installation, maintenance, repair, changing, renewal or removal of the Tunnel. "Indemnitees" means (a) Grantor, (b) Grantor's directors, officers, stockholders, employees, agents, invitees, insurers, parents, affiliates, subsidiaries, predecessors, successors, and assigns, and (c) anyone acting on behalf of any person or entity described in (a) or (b). "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses which may be related to any Claims). In no event will Grantee be required to indemnify, hold harmless and defend the Indemnitees (as defined above) from and against any Claims whatsoever.

5.2.4.2 to maintain during any period of time that any of its employees or agents or equipment are upon the Easement Area or CPKC's adjoining property, policies of insurance with initial limits of coverage shown in brackets "[]" as follows:

a) Workers' Compensation Insurance which fully meets the requirements of any Workers' Compensation law in force in Minnesota, including the requirements of any Occupational Disease Law.

b) Business Automobile Coverage Insurance covering all owned, non-owned and hired vehicles engaged in or on the Easement Area, with a combined single limit of \$[5,000,000.]

c) Commercial General Liability insurance with a combined single limit of \$[10,000,000].

d) Pollution Legal Liability insurance to the inclusive limit of not less than \$[1,000,000] per occurrence.

5.2.5 The above policies of insurance shall further be subject to the following:

5.2.5.1 The coverage limits of the foregoing policies shall be initially as shown in brackets, but such amounts shall after one year from the date hereof shall be such amounts as Grantor reasonably deems standard for work in close proximity to railroad operations.

5.2.5.2 Each such insurance policy shall name Grantor as an additional Insured. Prior to commencement of any work upon the Easement Area, Grantor must receive and approve a certificate or certificates of insurance for each such insurance policy stating that such coverage will not be canceled or materially changed without ten (10) days' written notice being given to Grantor. The certificate for the Commercial General Liability Policy of insurance shall include the following endorsement:

"It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work to be performed in connection with the Tunnel as set forth in the easement grant dated _____, 2025 by Dakota, Minnesota & Eastern Railroad Corporation to the City of Faribault, including work upon railroad property, within railroad right-of-way and in close proximity of operating railroad tracks."

5.3 Tunnel work by Grantor: Unless Grantee is notified to the contrary, Grantee shall, upon receipt of an invoice therefor, pay Grantor for all costs and expenses incurred by Grantor in connection with:

A. The construction, maintenance or renewal of improvements necessary for rail bed, tracks, flagger signs, drainage, and road surface;

B. Flagging services as may be required by Grantor;

C. Any grading, paving, installation of approach signs and the paving of the Tunnel approaches up to the edge of the rail ties performed by Grantor;

- D. Incidental work and materials to construct, maintain, or renew any at-grade crossing, Tunnel or appurtenances thereto, other than signal or warning devices, including gates;
- E. Other incidental expenses and reasonable administration or overhead charges not to exceed reasonable and customary expenses incurred or allocated under similar circumstances in the railroad industry.

6. **TAXES AND ASSESSMENTS:**

Grantee shall assume and pay any taxes or assessments which may be levied by any competent authority by reason of the existence or use of said land for Tunnel purposes.

7. **LIABILITY:**

In consideration for the grant of the Easement, without which it would not be granted, Grantee assumes all risk of damage to or destruction of the Tunnel or Public Utilities through any cause whatsoever while located upon and across the Easement Area, except as may result from Grantor's willful malicious misconduct.

8. **ENVIRONMENTAL:**

8.1 As used in this Section, the following terms have the following definitions:

8.1.1 **"Claim"** or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

8.1.2 **"Environmental Law"** or **"Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Clean Water Act, 33 U.S.C. § 1321, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

8.1.3 **"Hazardous Substance"** or **"Hazardous Substances"** means any petroleum product, distillate, or fraction, radioactive material, chemical known to the Federal Government or the State of Minnesota to cause cancer or

reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by an Environmental Law of the United States or the State of Minnesota including but not limited to Federal or Minnesota hazardous waste laws;

8.1.4 **“Release”** or **“Released”** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as “Environment” is defined in CERCLA;

8.1.5 **“Response”** or **“Respond”** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

8.1.6 **“Use”** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.

8.2 Grantee:

8.2.1 shall be familiar with the requirements of, comply with, and secure at Grantee’s own expense any permits or licenses required by all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws;

8.2.2 shall, upon written request by Grantor (but only in such circumstances where Grantor has reasonably reliable information that the Easement Area has been contaminated), provide Grantor with the results of appropriate reports and tests from a qualified engineer to demonstrate that Grantee has complied with all Environmental Laws relating to the Easement Area;

8.2.3 shall not in any manner cause or allow the Easement Area to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Easement Area within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. or any similar state statute or local ordinance;

8.2.4 shall not, without prior written disclosure to and approval by Grantor, Use or authorize the Use of any Hazardous Substance on the Easement Area, except for the Tunnel and other incidental and associated uses and such other utilization as may be in accordance with Environmental Laws;

8.2.5 shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Easement Area;

- 8.2.6 shall promptly notify Grantor of any actual or suspected Release of any Hazardous Substance on, to, or from the Easement Area, regardless of the cause of the Release;
- 8.2.7 shall promptly provide Grantor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Substance on, to or from the Easement Area, or any alleged violation of or responsibility under any Environmental Law relating to the Easement Area; and
- 8.2.8 shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance by Grantee at the Easement Area that gives rise to any Claim under any Environmental Law, or causes a significant public health or workplace effect, or creates a nuisance.
- 8.2.9 By accepting delivery of this Easement, Grantee, acting by and through its Commissioner of Transportation, covenants and agrees not to sue Grantor or its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Easement Area. The foregoing shall apply to any condition of the Easement Area, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Easement Area, whether such Hazardous Substance is located on or under the Easement Area, or has migrated from or to the Easement Area, regardless of whether the foregoing condition of the Easement Area was caused in whole or in part by Grantor's actions or inactions.

9.0 **MISCELLANEOUS:**

- 9.1 Grantee/Grantor: As used in this Easement, the terms “**Grantee**” and “**Grantor**” shall include the parties first named above and their respective successors or assigns.

- 9.2 Headings: The paragraph headings used in this Easement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the paragraphs to which they are appended, and they shall not be used or construed as guides to the interpretation of said paragraphs.
- 9.3 Governing Law: This Easement shall be construed and interpreted in accordance with the laws of the State of Minnesota, without reference to the choice of law rules.
- 9.4 No Waiver: Any act or omission constituting a breach of this Easement shall be limited to such act or omission and shall not be construed as a permanent or continuing waiver thereof;
- 9.5 Notices: Any notice given by a party pursuant to this Easement, shall be good if served upon the other party, or if deposited in a United States post office, certified mail, addressed to the other party at its last known official address.
- 9.6 Merger: This Easement completely outlines all of the rights, responsibilities, and obligations of the parties hereto and said indenture may not be amended or altered except by an instrument in writing signed by both parties. Furthermore, this Easement merges all prior oral representations and negotiations of the parties hereto regarding the granting of such easement.
- 9.7 No Warranty: Grantor does not warrant title to the Easement Area, and makes no representations or warranties, express or implied, as to the habitability of the Easement Area or the fitness of the Easement Area for Grantee's purpose or any other particular purpose.
- 9.8 Prior Appropriation: To the extent this Easement imposes obligations on Grantee that require the expenditure of funds by Grantee, such obligations are contingent upon and subject to the Minnesota Legislature appropriating funds for such obligations. If there is no appropriation of funding for all or part of any such obligation, Grantee shall make a good faith effort to secure funding to cover the obligation.

**DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION**
doing business as Canadian Pacific Kansas City

STATE OF MISSOURI)
COUNTY OF JACKSON) ss:

Notary Seal Notary Public

This Easement was accepted and shall inure to the benefit of and be binding upon the successors and assigns of the Grantee.

City of Faribault

By: _____

Name: Thomas J. Spooner

Its: Mayor

By: _____

Name: Jessica L. Kinser

Its: City Administrator

STATE OF MINNESOTA)
) ss:
COUNTY OF RICE)

The foregoing easement was acknowledged before me this _____ day of _____, 2025, by Thomas J. Spooner, Its Mayor, and Jessica L. Kinser, Its City Administrator, of the City of Faribault, a Minnesota Municipal corporation, under the laws of the State of Minnesota, on behalf of the corporation.

Notary Seal _____ Notary Public

This instrument was drafted by:
Real Estate Department
Canadian Pacific Kansas City
Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, MN 55402

BOX CULVERT CONSTRUCTION & MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ (the “Effective Date”), by and between the City of Faribault, Minnesota, a Minnesota municipal corporation (the “City”) and Dakota, Minnesota, & Eastern Railroad Corporation, a Delaware Corporation d/b/a CPKC (“CPKC”), whose business address is 120 South 6th Street, Minneapolis, Minnesota 55402, each individually referred to herein as “Party” and collectively “the Parties.”

WITNESSETH

WHEREAS, the City proposes to construct a new box culvert for a bike and pedestrian pathway underneath the right-of-way and railroad track of CPKC in the City of Faribault, Rice County, Minnesota (the “Project”); and

WHEREAS, the proposed box culvert for such pathway will cross underneath the track of CPKC at Latitude 44.3120000/Longitude -93.2829400, which is south of the 20th Street NW grade crossing in the City of Faribault and at or near Milepost 118.5 on CPKC’s Owatonna Subdivision; and

WHEREAS, CPKC’s property under which the box culvert shall cross (the “Property”) is depicted in the plan(s) marked Schedule A, attached hereto and incorporated herein, and described in the easement agreement marked as Schedule B and the right-of-entry agreement marked as Schedule C, both of which are attached hereto and incorporated herein; and

WHEREAS, Progressive Rail, Inc. (herein and in all accompanying Schedules, “PRG”) is a shortline railroad and Minnesota corporation that has leased and operates over CPKC’s “Faribault Line,” which is a line of track that runs between Comus and Faribault, Minnesota, and which includes the Property; and

WHERE as the City and PRG have entered into a Letter Agreement dated May 16, 2023, under which PGR has authorized the City to enter upon the property that PGR has leased from CPKC for the purpose of constructing the Project; and

WHEREAS, under the terms of the lease agreement between PRG and CPKC, third party usage of any portion of the Faribault Line requires written permission from CPKC; and

WHEREAS the CPKC desires to grant such permission and the Parties further desire the Project to be performed in accordance with plans, specifications, and special provisions prepared by the City and approved by CPKC; and

WHEREAS, it is contemplated that said work be carried out by the Parties in accordance with applicable Minnesota statutes; and

WHEREAS, the classification of the Project is in accordance with the 2020 Edition of the Minnesota Department of Transportation's Standard Specifications for Construction; and

WHEREAS, the Parties desire to set forth the terms and conditions for establishment, construction, and maintenance of said underground box culvert;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement as hereinafter contained, the Parties agree as follows:

1. By separate instrument attached as Schedule B and subject to CPKC's rights therein, CPKC agrees to grant to the City a tunnel easement for the occupancy of said underground box culvert on CPKC's Property. The City shall secure or cause to be secured, without cost or assessment to CPKC, all other rights required for or incidental to the Project except as provided herein.

2. This Agreement, with its attached Schedules, is subject to the superior title of CPKC to the Property and to all other outstanding and superior rights, if any; and the City shall not, by reason of rights hereby granted, acquire or assert title to any of the Property adverse to CPKC's title. CPKC and/or PGR shall have the continuing and compatible right to use and occupy the Property for railroad construction, operation, and maintenance purposes and repair their/its facilities within the limits of the underground box culvert and to construct such other facilities as from time to time that CPKC and PGR may duly choose. The City's right to construct, use, and maintain the box culvert is at all times subject to the terms and provisions of this Agreement and its attached Schedules.

3. The City shall prepare, or cause to be prepared, and submit for CPKC approval prior to construction of the Project all necessary plans and specifications covering construction of the box culvert, approaches thereto, drainage, and all work incidental thereto generally in the area of CPKC's right-of-way and facilities. All approaches, supports, substructures, and/or piers within twenty feet (20') of CPKC's right-of-way shall be designed to resist the impact and redirection of locomotives, rail cars, and other rail equipment in the event of a derailment in accordance with American Railway Engineering and Maintenance of Way Association ("AREMA") standards. The Parties intend that all construction or construction-related activities within CPKC's right-of-way will be restricted to the area directly adjacent to the box culvert that is to be constructed in the location identified in the attached Schedule A. Upon CPKC's approval of the plans and specifications, the City shall construct the Project in accordance thereto and will supervise and furnish engineering and inspection for all work performed thereunder.

4. No change shall be made on any approved plan or specification by either Party without prior written consent of the other Party insofar as the same relates to CPKC's facilities or operations.

5. The Parties shall perform, or cause to be performed, in accordance with detailed plans and specifications approved by CPKC, the following items of work:

A. Work by the City

The City or its contractor(s) shall furnish or cause to be furnished, at the sole cost and expense of the City, all labor, material, work equipment and tools and perform all work necessary to construct and complete the following (in summary, “City Work”):

- i. The preparation of the box culvert plans and specifications.
- ii. The coordination of all necessary public utility installations and/or relocations for the Project.
- iii. The construction of the underground box culvert.
- iv. The construction of trail and utility improvements adjacent to said culvert, including—as necessary and applicable—traffic control, grading, paving, drainage, and/or utility work.
- v. The completion of site restoration, including but not limited to restoring drainage and establishing vegetation.
- vi. Incidental work necessary to complete the items hereinabove specified.
- vii. The City shall provide CPKC with as-built plans upon completion of the Project.

B. Work by CPKC

CPKC or its contractor(s) shall furnish or cause to be furnished, at the sole cost and expense of the City, all labor, material, work equipment and tools and perform all work necessary to construct and complete the following (in summary, “CPKC Work”):

- i. Provide flagging and watchman protection.
- ii. Review box culvert plans and specifications.
- iii. Review construction submittals and RFI’s, as applicable.
- iv. Perform construction observation, as deemed necessary by CPKC.
- v. Incidental work necessary to complete the items hereinabove specified.

All CPKC Work shall be at the City’s cost and expense on a CPKC-supplied materials and labor basis, including review of the City’s plans. CPKC shall invoice the City monthly for such cost and expense, which the City shall cause to be paid in accordance with its regular procedures, applicable statutes, and regulations. CPKC’s costs associated with CPKC Work will be based on CPKC’s applicable rates and internal overheads (including labor, material and equipment overheads) and any value added, sales, goods and services, or similar tax which may be imposed on any such amounts pursuant to any federal, state, or local law.

6. Upon completion of the Project, the City shall thereafter inspect, maintain, repair, and renew the box culvert at its sole cost and expense.

7. The City agrees that, in the event that any drainage or similar conditions develops on CPKC's right-of-way and substantially interferes with the operations CPKC or PGR, or any other duly-authorized third party, because of the Project or its subsequent installation, the City will promptly remedy or eliminate such condition upon receipt of written notice from CPKC.

8. CPKC assumes no responsibility for the design, construction, or operation of the box culvert. To the fullest extent permitted by law, the City shall release, defend, indemnify, and hold harmless CPKC for any and all accidents, injury, and/or property damage that may be result of the design, construction, or operation of the box culvert.

9. Prior to entering the Property, the City or its contractor will arrange to execute CPKC's standard Right of Entry License Agreement ("ROE License Agreement"), which is attached as Schedule C, as well as any right-of-entry agreement required by PGR; and must at all times when on railroad property use personal protective equipment as follows: hard hats, orange reflectorized safety vests, safety glasses, and safety boots and adhere to CPKC Safety Requirements for Contractors – United States, attached hereto and marked as Schedule D. All City Work and related activities of the City and its employees, agents, and contractors in connection with this Agreement shall be deemed "Work" under the ROE License Agreement, and shall be subject to all the terms and conditions of the ROE License Agreement, and all rights, obligations, and remedies of the Parties under the ROE License Agreement with respect to such Work shall be cumulative to those provided hereunder.

10. The City shall secure, at the City's own expense, any permits or licenses required by state or local laws or ordinances and shall comply with all applicable laws, including but not limited to any laws, regulations, standards and permit requirements relating to environmental pollution or contamination or to occupational health and safety.

11. In the event that the City does not enter into a contract for construction of the Project contemplated by this Agreement on or before a day twelve (12) months after the Effective Date of this Agreement, then either Party may, at any time thereafter, serve notice of cancellation upon the other Party, by registered mail, and this Agreement together with its attached Schedules shall immediately be cancelled and terminated.

12. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota without regard to its conflict of law principles.

13. The indemnification provisions of this Agreement shall survive its expiration or termination.

14. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, including any provision in one or more of the attached Schedules, the validity or enforceability of the other provisions hereof shall not be affected thereby. The Parties acknowledge and agree that in the event any term or provision herein is determined to be unenforceable as written, but could be enforced if limited, then such provision shall be enforced to the fullest extent permitted by law.

15. The language used in this Agreement should be deemed the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.

16. This Agreement is the full, complete, and entire agreement of the Parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

17. This Agreement shall be binding upon, and inure to the benefit of, the Parties' respective successors and assigns.

18. This Agreement may be executed in counterparts, which together shall constitute one and the same document. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers effective when the City and CPKC have endorsed their acceptance thereon.

THE CITY OF FARIBAULT, MN

DAKOTA, MINNESOTA, & EASTERN
RAILROAD CORP., D/B/A CPKC

By: _____
Thomas J. Spooner
Mayor

By: _____
Daniel Sabatka
Director Public Works

By: _____
Jessica L. Kinser
City Administrator

SCHEDULE A

SCHEDULE B

SCHEDULE C
RIGHT OF ENTRY LICENSE AGREEMENT

THIS ROE LICENSE AGREEMENT is made by and between

1. PARTIES

DAKOTA, MINNESOTA, & EASTERN RAILROAD CORPORATION, a Minnesota Corporation doing business as CPKC, with general offices at:

Address	Contact Info	
Real Estate Department 120 South Sixth Street Minneapolis, Minnesota 55402	Name:	Brian Osborne
	Phone:	(612) 330-4555
	Fax:	(612)
	Email:	Brian_Osborne@cpr.ca

hereinafter called “**CPKC**,”

and

The CITY OF FARIBAULT, MINNESOTA, a Minnesota municipal corporation, whose address is:

Address	Contact Info	
1200 Belview Trail Faribault, MN 55021	Name:	Mark Duchene
	Phone:	(507) 333-0360
	Fax:	(507) 333-0399
	Email:	mduchene@ci.faribault.mn.us

hereinafter called “**Licensee**,” each individually being referred to herein as “**Party**” and collectively as “**the Parties**.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

2.1. Property

CPKC hereby grants Licensee a license to enter in and upon certain property owned or controlled by CPKC in Faribault, Minnesota at or near CPKC Milepost 118.5 on the Owatonna Subdivision, as shown on the drawing labeled SCHEDULE A, attached herewith and made a part hereof (“the Property”),

2.2 Work Schedule

for or the sole for the purpose of performing, generally, the following activities: construction of a new underground box culvert (the “Work”) within the scope and in the

manner described in Licensee's plans, specifications, and special provisions and which have been approved by CPKC's Designated Engineering Representative.

2.3. Grant of License

This license is granted subject to all the terms and conditions set forth below and apply to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this ROE License Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4. Agreement To Be Available At Work Site

Licensee shall keep a copy of this ROE License Agreement at the Work site and shall make it available upon demand by any employee or agent of CPKC.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1. Term

The term of this ROE Agreement shall

Commence at 12:01 am on [REDACTED], the "**Commencement Date**;" and

Expire at 11:59 pm on [REDACTED], the "**Expiration Date**;"

the "**Term**." Upon agreement between CPKC and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this ROE License Agreement.

3.2. Effective Date

This ROE License Agreement shall become effective upon the date that it has been signed by both parties.

3.3. Expiration

This ROE License Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this ROE License Agreement, the preceding sentence shall not terminate or limit any Claim by CPKC against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this ROE License Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (i.e., sealed and abandoned in accordance with applicable legal requirements) by Licensee; or
- (ii) the date CPKC assumes ownership of such wells pursuant to section 10.8.

3.4. TERMINATION; EXCLUSION:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this ROE License Agreement is terminable by CPKC prior to its Expiration Date in the event Licensee breaches any of its obligations under this ROE License Agreement. If CPKC elects to terminate this ROE License Agreement, it shall give Licensee notice of termination, which notice shall specify the obligation or obligations breached by

Licensee; and this ROE License Agreement shall terminate 30 days after such notice is given (provided, however, that this ROE License Agreement shall not terminate if the breach is cured within said 30-day period). This ROE License Agreement is also subject to early termination pursuant to paragraph 21. The early termination of this ROE License Agreement shall not terminate or limit any Claim by CPKC against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this ROE License Agreement, any employee or agent of CPKC may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the Property immediately upon receipt of a notice given pursuant to this paragraph 3.4; and in either case, Licensee shall not re-enter the Property until such time as the breach is cured.

4. PAYMENTS

4.1. License Fee

In consideration of the permissions herein granted, the Licensee shall with its execution hereof pay to CPKC the sum of **One-thousand five-hundred Dollar (\$1,500.00)**.

4.2. Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal, or any other service or commodity connected with the Work, collectively "**Utility Service**." If any Utility Service fee is in common with CPKC or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CPKC or such other party for its share. It shall be a default in the terms of this ROE License Agreement if it can be shown that Licensee has not made such payments within 30 days if due to CPKC, or within 60 days if payable to any other party.

4.3. Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CPKC, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CPKC against any Claims (as defined in Section 7.1.1) arising out of or connected with such lien.

4.4. Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, pay to CPKC or its designee the costs for flagging, track changes, or damage, or other such charges as may be provided by this ROE License Agreement or that CPKC may reasonably impose in connection with Licensee's Work.

4.5. Due Dates; Penalties; Other Charges

4.5.1. Due Dates

Any item, submission, or payment required to be made shall be deemed timely made if received by the other Party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission, or payment.

4.5.2. Late Fees

In addition to any amounts payable by Licensee to CPKC, Licensee shall pay CPKC a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CPKC's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.5.3. Fines & Service Fees

In addition to any other amounts payable by Licensee to CPKC, Licensee shall pay CPKC for any bank fines or service incurred by it in connection with the handling, non-payment, return, or currency conversion incurred by CPKC in connection with processing of any payment made by Licensee to CPKC.

4.6. Work At No Cost To CPKC:

The Work completed by Licensee shall be performed at no cost to CPKC.

5. CONTACT, NOTICES, ETC.

5.1. Contact Persons; Communications

Communications pursuant to this ROE License Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either Party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other Party.

5.2. Notices

Except as otherwise provided in this ROE License Agreement, all notices pursuant to this ROE License Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the Party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3. Notification Prior To Beginning Work

Licensee must notify CPKC's contact person by telephone at least three (3) working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CPKC

6.1. Permitted Uses

6.1.1. The Work

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other kind of activities as may be approved by CPKC in writing.

6.1.2. Government Authorities

Licensee may permit governmental authorities with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CPKC (by telephone or other means calculated to

bring the matter to CPKC's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities to enter the Property for any other purpose.

6.2. Prohibited Uses and Activities

The Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this ROE License Agreement or as may be approved of in writing by CPKC. Specifically, Licensee shall not:

6.2.1. Advertising

permit any advertisements or signs upon the Property;

6.2.2. Use of Hazardous Substances

without prior written disclosure to and approval by CPKC, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3. Use of Premises for Waste treatment or as storage or disposal facility

cause or allow the Property or any of CPKC's adjacent property to become a hazardous Waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any similar state statute or local ordinance; or

6.2.4. Subleasing Prohibited.

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3. Reservations and Rights of CPKC

6.3.1. Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CPKC, PGR, and any other duly-authorized third party/lessee in connection with their operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2. Reservation of prior and future uses not inconsistent with Licensee's activities.

The rights herein granted to Licensee to conduct the Work are subject to the rights granted in all other licenses, permits, and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements that exist or may be placed upon, across, above or underneath the Property by CPKC, or its

employees, agents, licensees, grantees, representatives or invitees. Further, CPKC reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3. Monitoring

CPKC may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions. For purposes of this ROE License Agreement:

7.1.1 "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses which may be related to any Claims);

7.1.2 "Environmental Law" or "Environmental Laws" means all Governmental Requirements that, in any way, govern or regulate Licensee's Work or activities arising from or relating to or resulting from such Work for the protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, and vegetation), including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 5101 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. §§ 136 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f et seq., all as amended from time to time, or hereafter enacted;

7.1.3 "Governmental Requirements" shall mean all federal, state, and local laws, statutes, ordinances, regulations, codes, standards, guidance, judicial or administrative orders, consent decrees, binding judgments, or the orders of any public agency or authority, or association, or other similar requirements, now or hereafter in effect, in each case as amended or supplemented from time to time, that, in any way, govern or regulate Licensee's Work on or use of the Property or activities arising from or relating to or resulting from such Work on or use of the Property.

7.1.4 "Hazardous Substance" or "Hazardous Substances" means any substance, class of substances, or such quantity of an otherwise non-hazardous substance

or substances, which are or may be detrimental to the environment or human or animal health including, without limitation:

- a. radioactive, explosive, poisonous, corrosive, flammable, or toxic substances or materials;
- b. toxic substances, which shall include, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity;
- c. any substance, chemical, or material declared to be hazardous or toxic under any Governmental Requirements applicable to CPKC, Licensee, or the Property;
- d. any Waste containing hazardous biological material;
- e. any substance that, if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by humans or by any animal, fish, or plant; and
- f. any solid, liquid, gas, or odor or combination of any of them that, if Released, creates or contributes to a condition that:
 - i. endangers the health, safety, or welfare of humans;
 - ii. interferes with the normal enjoyment of life or property; or
 - iii. causes damage to plant life, animal life, or to property.

7.1.5 "Release" or "Released" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA or any other Governmental Requirement;

7.1.6 "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess, or abate the Release of a Hazardous Substance;

7.1.7 "Use" as a verb, shall be broadly defined to include all uses, including without limitation to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend, or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements.

7.2.1 Tenants and Licensees in possession of Property

Before entering the Property to perform the Work, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CPKC will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 Underground Utilities And Structures

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD “Canadian Pacific Call before You Dig” at 1-866-291-0741 for Signal, Fiber Optics, and Power for CPKC Facilities on Canadian Pacific Right of Way and the Minnesota’s “ONE CALL”** a minimum of five (5) business prior to commencing any excavation, boring, or earth-moving on the Property.
- c. CPKC will cooperate with Licensee to identify the location of underground utilities and structures known to CPKC, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws

Licensee shall secure, at no expense to CPKC, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any Environmental Laws or other laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CPKC against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property to perform the Work.

7.2.4 Compliance With CPKC Safety Requirements; Identification

- a. While on the Property, Licensee shall comply with the safety requirements of CPKC, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CPKC. CPKC’s safety requirements are set forth in “**SCHEDULE D**”, which accompanies this ROE License Agreement and which is titled “**CPKC SAFETY REQUIREMENTS FOR CONTRACTORS – UNITED STATES**”, and in CPKC’s current safety handbook. One free copy of the current safety handbook will be provided to the Licensee by the CPKC contact person. Additional copies will be provided at Licensee’s expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CPKC safety requirements that would apply to a CPKC employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent, or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for CPKC operations.
- c. Licensee and every employee, agent, or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of

the e-railsafe safety training together with whatever additional identification materials that CPKC may reasonably require.

7.3 Work In Close Proximity To Railroad Operations; Drainage:

7.3.1 Interference With Railroad Operations

Licensee shall keep CPKC and PGR fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CPKC or PGR trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CPKC and PGR prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging

Licensee must make arrangements with PGR, or any designee that CPKC may identify in lieu of PGR, for such flagging or watchman service as may be necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided at Licensee's expense. The fact that CPKC provides such service shall not relieve Licensee from any liability under this ROE License Agreement. If provided by CPKC, CPKC's labor and material additives are subject to change without notice to Licensee, and CPKC shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support:

- a. Unless otherwise agreed to in writing by CPKC, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks;
- b. Unless otherwise agreed to in writing by CPKC, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CPKC permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CPKC any measure that is required to prevent the collapse, erosion, or impairment to said land or tracks.

7.3.5. Storm Water

Licensee shall not, without the advance written approval of CPKC, make any changes to the Property that would either increase the historic flow rate of storm

water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, between CPKC and the Licensee it is understood and agreed that Licensee shall at Licensee's cost and expense be liable to CPKC for the construction, maintenance, repair, and replacement upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches, and related to improvements required for Licensee's compliance with this section.

7.3.6. Fencing

Licensee shall, at no cost to CPKC, construct and maintain during the term hereof a fence acceptable to CPKC in the location(s) designated on Schedule A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1. Property clean, safe and free from nuisances

In performance of the Work, Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe, and sanitary condition, and free from accumulations of waste materials, debris, or refuse.

7.4.2. Release of Hazardous Substances

In performance of the Work, Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3. Response Actions

The Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of the Licensee (or the Licensee's employees, agents, representatives or invitees) that could:

- a. Give rise to any Claim under any Environmental Law,
- b. Cause a public health or workplace hazard, or
- c. Create a nuisance.

7.5. Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

The Licensee shall, upon written request by CPKC, provide CPKC with copies of transportation and disposal contracts and manifests for Hazardous Substances or Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Licensee has complied with all Environmental Laws relating to the Property

7.5.2 Releases or Suspected Releases

The Licensee shall promptly notify CPKC and PGR of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3. Notices, summons citations, etc.

The Licensee shall promptly provide CPKC with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens, or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state, or local agency or authority, or any other entity or individual, concerning:

- a. Any Release of a Hazardous Substance on, to or from the Property,
- b. The imposition of any lien on the Property, or
- c. Any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4. Other Reports

Licensee shall, at CPKC's option, provide CPKC, at no cost to CPKC, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency acting in a regulatory capacity, then Licensee shall also give CPKC a reasonable time (not less than five (5) working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CPKC's comments with respect to the draft of that Report. Licensee will promptly provide CPKC with a copy of any final Report.

7.6. CPKC's Right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in Section 7.5.3 connection with any action taken pursuant to Section 7.4.3, Licensee shall notify CPKC of and permit CPKC to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans, and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CPKC to at least the same extent as Licensee.

7.7. Restoration of Property;

Upon completion of the Work or expiration or early termination of this ROE License Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CPKC, taking into account the necessary changes associated with the agreed-to construction by

Licensee of an underground box culvert, its approaches, drainage, and all work incidental thereto). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CPKC and in accordance with all applicable laws, all at no expense to CPKC.

8. LIABILITY

8.1. Damage To Tracks, Facilities, And Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CPKC are damaged in connection with the Work, CPKC shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CPKC shall tender a bill therefor.

8.2. Assumption Of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CPKC or third persons, including but not limited PGR, and Licensee shall not make any claim against CPKC on account of same, even if such disturbance, damage, or destruction arises from the negligence of CPKC or its employees, agents, lessees, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3. Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the CPKC Indemnified Parties (as defined below) against all Claims (as defined in Section 7.1.1) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this ROE License Agreement, or the exercise by Licensee of the license granted by this ROE License Agreement. As used in this ROE License Agreement, CPKC Indemnified Parties, individually and collectively, means (a) CPKC, or (b) CPKC's directors, officers, stockholders, employees, agents, invitees, insurers, parents, affiliates, subsidiaries, predecessors, successors, and assigns, or (c) anyone acting on behalf of any person or entity described in (a) or (b).

9. INSURANCE.

9.1. During the Term of this ROE License Agreement, Licensee shall at its own cost and expense, take out and keep in full force and effect

9.1.1. Commercial General Liability Insurance

Commercial General Liability Insurance policy with an inclusive limit of not less than Ten Million Dollars (\$10,000,000) per occurrence for personal injury, bodily injury, death or property damage, or any other increased amount as CPKC may reasonably require upon conducting reviews from time to time. Such insurance shall specifically state by its wording or by endorsement:

- a. CPKC, together with its associated parents, affiliates, and subsidiaries (and the directors, officers, employees, agents, and trustees of all of the foregoing) shall be named as an additional insured with respect to the Licensee's indemnity obligations under this ROE License Agreement;
- b. The policy shall contain a "cross-liability" or "severability of interest" clause which shall have the effect of insuring each entity, person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each;
- c. Blanket contractual liability, including the insurable liabilities and obligations assumed by the Lessee under this ROE License Agreement;
- d. Broad form completed operations;
- e. Tenants' legal liability;
- f. Sudden and accidental pollution liability; and
- g. Shall not exclude operations on or in the vicinity of the railway right of way.

9.1.2. Automobile Liability and Property Damage Insurance

Automobile public liability and property damage insurance in an amount not less than Five Million dollars (\$5,000,000) all-inclusive covering the ownership, use and operation of any motor vehicles and trailers licensed for use on public highways and which are owned, non-owned, licensed, or controlled by Licensee or its agents or Licensee Representatives, and used in regards to this ROE License Agreement.

9.1.3. Workers Compensation Insurance

Workers compensation insurance which shall be in strict accordance with the requirements of the most current and applicable state workers compensation insurance laws, and employers' liability insurance, including occupational disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the Federal Employers Liability Act (FELA), United States Longshore and Harbor Workers Compensation Act (USL&H), and the Merchant Marine Act of 1920 ("Jones Act"). Licensee shall, before any services are commenced under this ROE License Agreement submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this ROE License Agreement. CPKC Indemnified Parties shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

9.2. Insurance No Limit on Liabilities

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this ROE License Agreement.

9.3. Form/Type of Insurance Policies

The insurance coverage required to be maintained pursuant to this ROE License Agreement shall be primary, and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take the place in the form of an occurrence-basis policy, and not a claims-made policy.

9.4. Subrogation

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this ROE License Agreement.

9.5. Cancellation Notice to CPKC

The insurance coverages above shall be endorsed to provide CPKC with not less than thirty (30) days' written notice in advance of cancellation.

9.6. Contractual Endorsement

Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this ROE License Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

9.7. Insurance Documentation

Licensee shall, prior to the effective date of this ROE License Agreement, and upon the insurance renewal date thereafter, furnish to CPKC Certificates of Insurance evidencing the above coverages by email to CPKCrail@ebix.com. Upon request, Licensee shall provide CPKC with certified copies of the insurance policies. Such notice shall be by registered mail to the specific attention of: Risk Management, Canadian Pacific Railway Company, 7550 Ogden Dale Road SE, Calgary, AB T2C 4X9.

9.8. CPKC's Review of Insurance Documentation

CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its insurance coverage is not in compliance with this ROE License Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements.

9.9. Maintenance of Insurance Coverage/Termination Option

CPKC reserves the right to maintain the insurance coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to obtain and maintain the insurance coverage required in this ROE License Agreement, Licensee is not permitted access to the Property until Licensee has received written

approval from CPKC or CPKC may, at its option, terminate this ROE License Agreement without notice.

10. GENERAL PROVISIONS

10.1. Survival of Indemnity Provisions.

The indemnification provisions of this ROE License Agreement shall survive its expiration or termination.

10.2. Mere License.

The permissions encompassed by this ROE License Agreement constitute a mere license to use the Property for the specified purpose of Licensee's performance of the Work and does not create any estate or interest in the Property.

10.3. No Warranty Of Title.

CPKC does not warrant that it has good title to the Property.

10.4. Assignment; Binding Effect:

This ROE License Agreement may not be assigned by Licensee without the advance written consent of CPKC. Subject to the preceding sentence, this ROE License Agreement shall be binding upon, and inure to the benefit of, the Parties' respective successors and assigns.

10.5. Governing Law:

This ROE License Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located, without reference to the choice of law rules of that state.

10.6. Entire Agreement:

This ROE License Agreement is the full, complete, and entire agreement of the parties with respect to Licensee's licensed right of entry upon the Property as set forth herein, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this ROE License Agreement.

10.7. Headings:

The headings used in this ROE License Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this ROE License Agreement.

10.8. Singular And Plural:

As used in this ROE License Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this ROE License Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9. Duplicate Copies & Counterparts.

This ROE License Agreement may be executed in counterparts, which together shall constitute one and the same document. The Parties may execute more than one copy of this ROE License Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES have executed this ROE License Agreement as evidence of their agreement to the terms herein.

THE CITY OF FARIBAULT, MN

**DAKOTA, MINNESOTA, & EASTERN
RAILROAD CORP., D/B/A CPKC**

By: _____
Thomas J. Spooner
Mayor

By: _____
Daniel Sabatka
Director Public Works

Date: _____

Date: _____

By: _____
Jessica L. Kinser
Administrator

Date: _____

SCHEDULE D



**Minimum Safety Requirements for Contractors
Working on CPKC Property - United States**

Approval Authority:	Safety Management Systems	Effective Date:	Nov. 8, 2023
Version:	4.0	Next Review Date:	Nov. 8, 2026



CPKC Safety Requirements for Contractors United States

Approval Authority:	Safety Management Systems	Effective Date:	Jul. 1, 2024
Version:	4.0	Next Review Date:	Jul. 1, 2027

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1.0 Introduction

At CPKC, safety is an integral part of the way we do business. We expect everyone working for CPKC to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

2.0 Application

- 2.1 These Safety Requirements are applicable to all who work on CPKC property (except as noted in 2.3 and 2.4 below) including contractors and other persons performing work or otherwise providing services to CPKC on its property in the United States.
- 2.2 These Safety Requirements cannot be waived or altered, in whole or in part, without a prior risk Assessment specific to the work being conducted, and written consent has been provided by the Manager-in-Charge.
- 2.3 Notwithstanding the foregoing, these Safety Requirements do not apply to other railroad companies who only operate trains on CPKC property under various trackage or interchange agreements.
- 2.4 Further notwithstanding the foregoing, these Safety Requirements may not apply to work or services provided in CPKC office premises.

3.0 Definitions and Interpretation

3.1 Definitions

- 3.1.1 In these Safety Requirements, the following capitalized terms shall have the ascribed meaning below:

Applicable Legislation - means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, state, and municipal governmental body, including those of its agencies, having authority over CPKC and, or a contractor in relation to the work in the matter of health and safety of the person, property and, or the environment.

Canadian Pacific Kansas City or CPKC - means Canadian Pacific Kansas City Limited, and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives.

CPKC Personnel - means CPKC's employees, agents, and representatives.

CPKC Property - means any building, facility, yard, track, right of way or other property owned or controlled by CPKC.

Contractor - means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CPKC; or on behalf of a third party working on CPKC property.

Contractor Personnel - means the contractor's employees, and authorized agents, representative and subcontractors.

Efficiency Test (eTest) – means a planned procedure to evaluate compliance with rules, instructions, and procedures, with or without the employee's knowledge.

Foul of Track - means the placement of an individual or equipment within 4 feet (1.2 m) of the outside rail of a railway track that could be struck by a moving train or on- track work equipment (e.g., hi-rail equipment).

Hazardous Materials- means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- i) radioactive, explosive, poisonous, or toxic substances.
- ii) any substance that if added to any water, would degrade, or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant.
- iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create, or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property, or
- iv) substances declared to be hazardous, toxic, or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.

Manager-in-Charge- means a CPKC manager as designated or otherwise identified by CPKC as being responsible for overseeing the work to be performed, such Manager-in-Charge may include, but is not limited to local CPKC Management, Superintendents, Chief Engineers, and Project Managers, etc.

Mobile Equipment- means any motorized and self-propelled equipment, excluding railroad equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, telescopic boom lifts, and similar equipment that are not designed to operate or move on railroad tracks.

Office Premises- means any building, facility, or portion thereof, or other premises, whether owned or controlled by CPKC, which is used solely for clerical or administrative purposes, and which does not contain heavy equipment or machinery, as designated by CPKC from time to time.

Qualified and Authorized- means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.

Railroad Equipment- means trains, locomotives, railcars, on track equipment (track units), hi-rail vehicles and any other equipment designed to operate or move on railroad tracks.

Site Safety Plan- means a documented plan which set out how work is to be conducted in a safe manner, as required by applicable legislation, see 6.1).

Third Party Project- means any work being performed on CPKC property that CPKC is not managing (i.e., road authority, utility company, commuter agency, or other similar entity, are on CPKC property for their own purposes, and not a project sponsored or managed by CPKC.

Work- means the provision of products and services and related activities.

Work Site- means any CPKC property where CPKC personnel or contractor personnel are present, or permitted to be present, while engaged in any Work, including any railroad equipment, mobile equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CPKC property which can pose a risk to safe railway operations (i.e., blasting, excavation next to right-of-way (ROW), etc.).

4.0 Interpretation and Application

- 4.1 Where legislation is referred to in these Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 4.2 Where standards, such as those of the American National Standards Institute (ANSI), are referred to in these Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 4.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CPKC, expressed or implied; any applicable legislations; any applicable CPKC policies and practices; and any applicable industrial standards and practices, contractor and contractor personnel shall adhere to that which is most stringent and current.

5.0 Contractor Compliance and Responsibilities

5.1 General Compliance

- 5.1.1 The contractor shall be fully and solely responsible for ensuring the health and safety of contractor personnel and for ensuring that its work and other activities do not compromise the health and safety of CPKC personnel or any other party, the protection of the environment, the protection of CPKC's property and those of any other party, and do not interfere with the safety of CPKC's railroad operations.
- 5.1.2 The contractor shall comply with and shall ensure all of contractor personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority and provide CPKC with written certification that contractor's safety program required by 49 CFR Part 243 has been approved by the Federal Railroad Administration (FRA) where applicable.
- 5.1.3 The contractor shall comply with and shall ensure all of contractor personnel comply with all terms and conditions of all agreements, expressed or implied, between contractor and CPKC, and all applicable CPKC policies and practices.
- 5.1.4 Subject to the requirements of CPKC's Access Control Procedures, the contractor shall provide CPKC eRailsafe training for each employee engaged in work on CPKC property.

Note - contractors entering into new agreements after Apr. 14, 2023, will be required to enroll or / subscribe to eRailsafe / ISNetworld as required by CPKC Access Control Policy / Procedure).

Where there is no agreement between CPKC and the contractor, the contractor is responsible for meeting the additional requirements outlines within CPKC's Access Control Procedures.

- 5.1.5 The contractor shall provide contractor personnel, at its own expense, all safety equipment required to protect against injuries during the performance of the work and shall ensure that contractor personnel are knowledgeable of and utilize safe practices in performing the work.
- 5.1.6 The contractor shall always have a copy of the documents listed below at the work site, and shall produce them as and when requested by CPKC:
 - a) CPKC Safety Requirements for Contractors - United States.
 - b) Licenses, certifications, permits, training records or other documents required by applicable legislation or these Safety Requirements.
 - c) Contractor's site safety plan.

- d) Contractor's Emergency Information Sheet (see Attachment A) / Worksite Information Sheet (see Attachment B).
- e) Any additional documents required by contract or by agreement with Manager-in-Charge.
- f) Employee identification (eRailsafe badge or equivalent, see 11.1.1).

5.2 Compliance Assurance

- 5.2.1 CPKC reserves the right to observe, inspect, test and audit contractor and contractor personnel for compliance with all requirements herein, and to demand and receive all relevant records, documentation, and materials evidencing compliance, at any time, and from time to time.
- 5.2.2 Failure of the contractor or contractor personnel to comply with any applicable provisions herein may be considered a material breach, and in addition to all other remedies available, CPKC may without prejudice:
 - a) take over control of that work or activity.
 - b) order the work to stop, and / or
 - c) order contractor personnel to leave CPKC Property.
- 5.2.3 Upon the earlier of the completion of the work, the expiration of the applicable agreement, or the request of a Manager-in-Charge, contractor and contractor personnel shall return all identification, badges, access cards, and decals, issued or provided by CPKC to the Manager-in-Charge.

6.0 Site Safety Plans

6.1 General Requirements

- 6.1.1 Prior to starting any work on CPKC Property, the contractor must have a written site safety plan that identifies:
 - a) All applicable legislation, rules, policies, and work practices in relation to the work being performed.
 - b) Specific hazards that are associated with the work being performed on CPKC property for CPKC, and work being performed not for CPKC:

For example:

- i) Construction, maintenance, or inspections of buildings.
 - ii) Working on or adjacent to railroad tracks.
 - iii) Maintenance or inspection of railroad tracks, crossings, or signal systems.
 - iv) Operating railroad equipment on CPKC tracks, or
 - v) When / where contractor personnel work directly with or in proximity (time or space) to CPKC personnel.
- c) Methods of verifying compliance.
- 6.1.2 The contractor will provide Manager-In-Charge with a copy of this site safety plan on reasonable request.
- 6.1.3 The contractor must be able to demonstrate an awareness of applicable legislation, rules, policies, and work practices in relation to the work being performed.

7.0 Safety Training

7.1 Training & Qualifications

- 7.1.1 At its sole cost and expense, contractor shall ensure that all contractor personnel be fully trained and qualified for the work they will be performing. Contractors and contractor personnel shall meet, or exceed, all applicable legislation requirements relating to training and qualification, including but not limited to the requirements of 49 CFR Part 243 and provide training documentation to ISNetworld for filing / record keeping as per CPKC Access Control Policy / Procedure.
- 7.1.2 Additionally, contractor personnel training and qualification shall meet or exceed all applicable industry standards.

7.2 Proof of Training & Qualification

- 7.2.1 Contractor personnel shall always have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.
- 7.2.2 CPKC reserves the right to inspect qualification certificates, licenses, training records and / or work history records for any contractor personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CPKC reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.

8.0 Safety Orientation

8.1 General Requirements

- 8.1.1 Prior to beginning work, all contractor personnel shall participate in a CPKC authorized safety orientation, including on-site orientation presented by the Manager-in-Charge or designate.
- 8.1.2 Any time the scope of work, location, condition or supervision changes, contractor personnel may be required to attend additional safety orientation sessions.
- 8.1.3 After successful completion of such safety orientation, contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CPKC property unescorted for the purposes of conducting work. Managers can enter the tracking code into Compliance Management (CM) (CP property) and Operational Testing System (OTS) (KC property). Third parties who hire subcontractors must ensure required compliance while on CPKC property. The eRailsafe identification card shall be worn or be always made visible or produced upon request and cannot be transferred under any circumstances.

9.0 Job Safety Briefing

- 9.1.1 Contractor personnel shall attend all job safety briefings as and when conducted. Contractor personnel shall be solely and fully responsible for understanding the content of the job safety briefing, shall:
 - a) understand the scope of work to be performed and an appreciation of the nature of the location, environment, and conditions where such work is to be performed.
 - b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard, and
 - c) have an emergency response plan / evacuation procedures.

- 9.1.2 Where contractor personnel are working directly with or in proximity (time or space) to CPKC personnel, job safety briefings must include both CPKC personnel and contractor personnel, and any other affected third parties. The job safety briefing shall identify nature and extent of the interaction between the work being performed by contractor personnel, and those performed by CPKC personnel or other third parties. Contractor personnel shall inform CPKC personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their work and the corresponding preventative, mitigation, and / or control measures at all job briefings prior to commencing work, or as soon as contractor personnel becomes aware of such conditions.
- 9.1.3 In all situations, all contractor personnel are expected to:
 - a) continually identify hazards and assess risk of hazards and to communicate all hazards continually and clearly to the Manager-in-Charge and to all other parties that may be affected at job safety briefings, and at any other time as and when appropriate or necessary.
 - b) take actions that are within their assigned responsibility to eliminate or control hazards and risks, and
 - c) immediately notify their supervisor or the Manager-in-Charge of hazards that pose unacceptable risk that they are unable to eliminate or control.
- 9.1.4 Where contractor personnel are unable to eliminate or control a hazard, contractor personnel shall take interim measures to protect people, property, equipment, and the environment until the hazard can be accurately assessed and appropriate corrective actions taken.

10.0 Applicable Legislation

10.1 General Requirements

- 10.1.1 Contractor and contractor personnel shall be solely responsible for identifying and complying with all applicable legislation. Contractor and contractor personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all applicable legislation.
- 10.1.2 Additionally, the Association of American Railroads (AAR) is an industry association which can provide support and guidance on matters related to railroad safety and the transportation of hazardous materials.

10.2 Transportation of Hazardous Materials

- 10.2.1 When work involves the handling or transportation of hazardous materials (hazmat), that work must comply with Hazardous Materials Transportation Act and regulations administered by the Pipeline and Hazardous Materials Safety Administration (PHMSA).
- 10.2.2 Contractors shall be solely responsible for ensuring that all contractor personnel who handles, offers for transport and / or transports hazmat by any transportation mode are trained and hold a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. That training must be based on the work that the person is expected to perform and the hazmat that the person is expected to handle, offer for transport or transport.
- 10.2.3 All U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations are published in Chapter I of title 49 of the Code of Federal Regulations (49 CFR).

10.3 Railroad Work

- 10.3.1 When work involves the construction, alteration, operation, inspection, and maintenance of any part work of the general railroad system of transportation, that work must comply with the Federal Railroad Safety Act and regulations administered by the Federal Railroad Administration (FRA).
- 10.3.2 Contractors shall be solely responsible for ensuring that all contractor personnel who perform railroad work are trained and qualified in accordance with those regulations and hold valid certificates when required.
- 10.3.3 All FRA regulations are published in Chapter II of title 49 of the Code of Federal Regulations (49 CFR).

10.4 Occupational Safety & Health

- 10.4.1 Any work being performed that may create a risk to the health and safety of any person, including CPKC personnel and contractor personnel, when not covered by FRA regulations shall be governed by U.S. Department of Labor regulations administered by Occupational Safety and Health Administration (OSHA).
- 10.4.2 All OSHA regulations are published in Chapter XVII of title 29 of the Code of Federal Regulations (29 CFR).

10.5 Environmental Protection

- 10.5.1 Where work is being performed that may impact the environment, that work must comply with all applicable federal state, and local government legislation, regulations, and standards.
- 10.5.2 Federal legislation is generally administered by the Environmental Protection Agency (EPA). A compilation of these laws and regulations can be accessed at <http://www.epa.gov/lawsregs/>

11.0 Security Access to CPKC Property

- 11.1.1 All contractor personnel must have a valid eRailsafe photo identification card (when / where required) or personal identification (as per the list below) authorizing access and in their possession at all times while on CPKC property, and present them for review to any Manager-in-Charge, other CPKC managers and employees, police officer, security guard, or regulatory officer upon request:
 - Photo identification (e.g., driver's license); and
 - Proof of employment, document, or card; and
 - CPKC safety orientation certificate, or
 - Building access pass issued by CPKC, or third-party having control over CPKC premises, or
 - CPKC security photo ID card or badge, or
 - Other proof of safety orientation and access authorization issued by CPKC.
- 11.1.2 Where any work requires contractor personnel to ride in locomotive or other non-passenger railroad equipment, the contractor must also possess a CPKC Access Pass for riding non-passenger railroad equipment, signed by the responsible operating manager. Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and / or the filing of trespasser charges.

11.2 Security Awareness

- 11.2.1 Contractor shall conduct employee background checks as is necessary to ensure that contractor personnel do not pose a security risk to CPKC, such security risk includes the risk of the commission of terrorist activities, sabotage, vandalism, theft, and violence. CPKC reserves the right, at all times, to require that contractors undertake certain security training and / or performs background checks on contractor personnel, prior to allowing such contractor personnel to enter onto CPKC property.
- 11.2.2 On request CPKC can make available a copy of CPKC's Railway Security Awareness Program for use by contractor personnel.

11.3 Firearms & Explosives

- 11.3.1 Firearms (loaded or empty) are not permitted on CPKC Property, except for police officers and other designated government officials when authorized to do so.
- 11.3.2 No explosives will be permitted on CPKC Property without written approval by the Manager-in-Charge.

11.4 Reporting

Contractor personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and / or suspicious persons on CPKC Property to the Manager-in-Charge or to CPKC Police Services in accordance with Section 20.

12.0 Personal Conduct

12.1 Drug and Alcohol Prohibition

CPKC recognizes the problem of alcohol and substance abuse in today's society. This problem poses concerns to an employer who is subject to governmental regulations and seeks to promote the safety of the general public. CPKC has a concern for the safety, health and well-being of its employees as well as an obligation to comply with the United States Department of Transportation (DOT) and Federal Railroad Administration (FRA) regulations. CPKC will comply with all statutes and regulations administered by the FRA in implementing the required 49 CFR §219 Drug and Alcohol Program. CPKC also expects employees of other railroads, visitors or contractors to comply with this regulation while on CPKC property, consistent with federal regulations. If subject to this regulation, contractor shall be solely responsible for compliance with the 49 CFR Part 219. Contractor shall provide CPKC with proof of its compliance prior to performing services for CPKC and continued proof of compliance must be provided to CPKC immediately upon request. This proof of compliance will include, but will not be limited to, a copy of the 49 CFR §219 Drug and Alcohol Program Plan and FRA Approval Letter and Continued Certification of Compliance and Statistical Reporting. Periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

If subject to other DOT modalities and regulations, such as the Federal Motor Carriers Safety Administration (FMCSA), compliance of that modality's drug and alcohol program guidelines will be required and periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

- 12.1.1 Entry onto CPKC Property when in possession of, or under the influence of alcohol, intoxicants, narcotics, or controlled substances is strictly prohibited. Controlled substances include all Schedule 1 drugs (such as marijuana and "medical marijuana") and synthetic / designer drugs and / or any intoxicants or products labeled "not intended for human consumption".
- 12.1.2 The sale, trade, and / or offer for sale alcohol or controlled substances are prohibited.

12.1.3 Additionally, contractor personnel shall be free of any condition which may in any way adversely affect alertness, concentration, responsiveness, or the ability react calmly and responsibly to safety hazards.

12.1.4 CPKC reserves the right to request drug and / or alcohol tests for contractor personnel as and where required or permitted by law.

12.2 Inappropriate Behavior

12.2.1 CPKC is committed to maintaining a work environment that supports the dignity of all individuals. No person working at CPKC may be subjected to any form of discrimination or harassment, including sexual harassment.

12.2.2 Acts or threats of violence are always unacceptable on CPKC Property. Uttering of threats or committing acts of violence will result in the removal of the responsible contractor personnel from CPKC property, termination of the contract, and / or criminal charges.

12.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard is not permitted.

12.3 Electronic Entertainment and Communication Devices

12.3.1 The use of personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, iPads / tablets, SMART watches, and MP3 players, is prohibited:

- a) while working on CPKC property.
- b) while transporting CPKC personnel, whether on and off CPKC property, and
- c) while operating any CPKC highway vehicle, railroad equipment or mobile equipment, whether on and off CPKC property.

12.3.2 The use of electronic communication devices, including cell phones, walkie-talkies, PDAs, iPads, Tablets, GPS navigation units, portable computers, and similar devices, is prohibited:

- a) while operating any highway vehicle unless it is stopped and parked in a safe location.
- b) while transporting CPKC Personnel, whether on and off CPKC property.
- c) while operating or assisting in the operation of any railroad equipment or mobile equipment.
- d) while operating power tools, equipment, or machinery.
- e) when Foul of Track for any reason.
- f) wherever use is prohibited by signage or by a CPKC manager, or
- g) whenever use of such a device creates an unsafe condition.

12.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads, tablets, and other communication devices may be used solely for the conduct of business when authorized by the CPKC Manager-in-Charge and where not prohibited by state or municipal legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

12.4 Smoking

12.4.1 Smoking, including the use of e-cigarettes is prohibited on all CPKC Property, and in or on all highway vehicles, Railroad Equipment, and Mobile Equipment, except for CPKC designated outdoor smoking areas.

13.0 Personal Protection

13.1 Work Clothing

- 13.1.1 The Contractor must ensure that contractor personnel wear clothing that meets applicable legislation and is suitable to perform the work safely. This always includes at minimum ankle length pants and waist length shirts with a minimum quarter-length sleeves. Clothing must not interfere with vision, hearing or use of hands and feet.

13.2 Personal Protective Equipment (PPE)

- 13.2.1 The contractor shall ensure that contractor personnel wear personal protective equipment required by applicable legislation, regulations, codes and industry standards as necessary to protect against personal injuries while on railroad property. All personal protective equipment shall meet applicable legislation and American National Standards Institute (ANSI) standards and shall be in good condition and be properly fitted.
- 13.2.2 The following mandatory personal protective equipment ("PPE") shall be supplied by the contractor at its own expense, and shall be always worn by contractor personnel while on CPKC property:
- Safety hard hat, meeting ANSI Z89.1 standards, except in office buildings or in enclosed vehicles or equipment.
 - Safety footwear with protective toe caps and puncture resistant soles, meeting ASTM F2413 standards.
 - Safety glasses with permanently attached side shields meeting ANSI Z87.1 standards in office buildings or enclosed highway vehicles.
 - Note- transition lenses are not permitted.
 - High visibility fluorescent outerwear with retro reflective striping meeting ANSI / ISEA 107 Class 2 standards not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used.
 - Any other PPE as required by applicable legislation or referenced standard, or as otherwise required to protect contractor personnel from injuries.

Type of Protection	Additional Recommendations
Hard Hats	Have hi-visibility characteristics which are not obscured by markings or decals.
Safety Eyewear	Tinted safety eyewear must meet military tinting standards for red signal recognition if operating railway equipment (safety eyewear meeting this requirement is available from Wurth / North / ORR Safety; ask for CPKC approved tinted safety eyewear). Polarized lenses are discouraged and should be worn with caution when required to view LCD / LED screens. Transition lenses are discouraged and should be worn with caution when working in changing light conditions. Personal sunglasses are discouraged and must not be worn when operating railway equipment. Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g., spiking, snapping on/off anchors, etc.). If working alongside CPKC employees, you will be required to comply with this practice.
Safety Footwear	Have defined heels. Laced fully to the top and tied securely for ankle support. When snow and ice conditions are present wear anti-slip winter footwear.
High Visibility Apparel	Lime-green is recommended when working on, or near tracks, or when performing work in proximity to CPKC personnel.

- 13.2.3 Contractor and contractor personnel shall be solely and fully responsible for assessing the risks related to the work and determining whether additional PPE may be required such as:
- a) Nomex or Proban fire-retardant protective gear when performing certain Transportation of Dangerous Goods (TDG) work and / or handling certain Hazardous Materials or performing specialized work.
 - b) Hearing protection when working in any area where noise exposure levels:
 - i) are consistently equal to or greater 85 dBA.
 - ii) exceed 115 dBA at any time.
 - iii) any other work areas where posted, or so notified by CPKC management.
 - c) Respiratory protection where contractor personnel may be exposed to occupational dusts / particulates, fumes, mists, gases and vapors, in which case, in which case contractors must have a written Respiratory Protection Program that meets or exceeds applicable legislation.
 - d) Additional eye and face protection meeting ANSI standard Z87.1 (i.e. face shields, impact / splash goggles, welding / cutting goggles and welding helmets).
 - e) Fall protection systems and equipment meeting appropriate ANSI Z359 standards as required by applicable legislation and as appropriate for the related fall hazards.
 - f) Fall protection when working on an unguarded surface over water, where the water is deeper than 4 feet (1.2 m), or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal floatation device (PFD) meeting approved standards.

14.0 Railroad Track Protection

14.1 Contractor's Responsibilities for the Protection of Railroad Traffic and Property

- 14.1.1 Where the work site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all contractor personnel, CPKC personnel, all other third parties and to protect CPKC's property and railroad operations.
- 14.1.2 Contractor shall ensure that contractor personnel are made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all contractor personnel are fully trained and equipped to work safely.
- 14.1.3 Contractors who perform inspection, maintenance or repair to railroad tracks or track structures must be trained in accordance with FRA On Track Safety Rules (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations).
- 14.1.4 Contractors will not be allowed to foul a track unless:
- a) They have been properly advised of the On Track Safety awareness procedures.
 - b) A railroad employee who is qualified to provide protection is present at the work site, or
 - c) The contractor has personnel present who are specifically trained, qualified, and authorized to provide that protection.
- 14.1.5 All work shall be organized or executed in such a manner as to ensure no interference with the regularity and safety of railroad operations. No step or sequence of any work that might directly or indirectly affect the safe movement of railroad traffic shall be started without the approval of the Manager-in-Charge.
- 14.1.6 No temporary structure, materials, or equipment shall be permitted closer than 12 feet (3.7 m) to the nearest rail of any track without prior approval in writing of the Manager-in-Charge.

Contractor personnel shall always remain alert to the movement of trains, rolling stock and other railroad equipment.

- 14.1.7 Contractor Personnel shall be especially alert in yards and terminal areas as
 - a) Railroad equipment that appears to be stationary may be moving.
 - b) Rate of movement of railroad equipment may be faster than it appears.
 - c) Railroad equipment change tracks often; and movements may be occurring simultaneously on adjacent tracks.
- 14.1.8 The Contractor shall always conduct its operations in a wholly responsible manner to avoid damage to the CPKC's tracks or property.

14.2 Clearance Requirements (50 feet / 15.2 m)

- 14.2.1 All work shall be performed as far away from railroad tracks as possible.
- 14.2.2 Unless authorized by CPKC, contractor personnel, equipment, and vehicles are not permitted to be within 50 feet (15.2 m) of the closest track centerline.
- 14.2.3 In the event work must be carried out within 50 feet (15.2 m) of the closest track written authorization must be obtained from the Manager-in-Charge, and contractor personnel must always remain at the maximum practicable distance from all railroad tracks.
- 14.2.4 When crossing tracks, contractor personnel shall ensure a minimum of 50 feet (15.2 m) separation between standing railroad equipment, stay at least 15 feet (4.6 m) away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks.
- 14.2.5 No work activities or processes are allowed within 50 feet (15.2 m) of the track while trains are passing through the work site unless specifically authorized.

14.3 Flagging Protection

- 14.3.1 When the work requires contractor personnel to be within 50 feet (15.2 m) of any railroad tracks, contractor or contractor personnel shall notify and obtain the written approval of the Manager-in-Charge in advance of the intended start date, and when approved, shall only perform work strictly in accordance with all terms and conditions of that approval.
- 14.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other railroad equipment shall be deemed always required whenever work or contractor personnel must be within 50 feet (15.2 m) of the closet track. Protection may be provided only by a qualified CPKC employee through use of a flag person.
- 14.3.3 Where CPKC determines that flagging is required, then work must be strictly conducted under the direction of a CPKC flag person, or such other person designated by the Manager-in-Charge.
- 14.3.4 Contractor personnel shall ensure that there is always clear communication between contractor personnel and any CPKC flag person. Contractor personnel shall ensure that they are aware of:
 - (a) flagging distance limits.
 - (b) time limits, and
 - (c) any adjacent tracks where movement of railroad equipment may still occur.

- 14.3.5 Contractor Personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CPKC flag person.
- 14.3.6 A job briefing between the CPKC flag person, and all contractor personnel must occur before beginning any work on or foul of track.
- 14.3.7 Blue signal protection is used to indicate that CPKC or contractor personnel are working on, under or between railroad equipment and movement of trains or other railroad equipment is prohibited. Blue signals must not be tampered with or obstructed. Blue signals can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue signals, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.
- 14.3.8 Red flag protection is used to indicate that CPKC or contractor personnel are working on or foul of track, or the track is out of service and movement of trains or other railroad equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.

14.4 Working on or near Tracks

- 14.4.1 When authorized to perform work foul of track or otherwise be near railroad tracks, contractor personnel shall ensure all contractor personnel, equipment, and vehicles are kept as far away from railroad tracks as practicable, and shall at all times:
 - (a) be alert to train movements and shall expect the movement of trains, engines, cars, or other mobile railroad equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage.
 - (b) not rely on others to protect them from train movement.
 - (c) stay at least 15 feet (4.6 m) away from the ends of railroad equipment when crossing the track.
 - (d) ensure a minimum of 50 feet (15.2 m) separation prior to crossing between railroad equipment.
 - (e) look both ways before crossing tracks, and if clear, walk at a right angle to them.
 - (f) never climb on, under or between railroad equipment.
 - (g) be aware of the location of structures or obstructions where track clearances are close.
 - (h) not stand on the track in front of an approaching engine, car, or other equipment.
 - (i) stand at least 20 feet (6.1 m) from the track(s) when there is a passing movement of trains, engines, cars, or other mobile railroad equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency.
 - (j) not stand on or between adjacent tracks in multiple track territory when a train is passing.
 - (k) not walk, stand or sit on the rails, between rails or on the end of ties, unless necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railroad ties can also be slippery and that railroad ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important.
 - (l) not remain in a vehicle that is within 50 feet (15.2 m) of a passing train unless specifically authorized, or where this is not possible.
 - (m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railroad devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

- (n) Third party work that has a potential to impact rail traffic must consider machine swing radius, vertical grade differences, overhead work, etc. to ensure it will not impact a passing train; work and equipment must maintain 50 feet (15.2 m) of a passing train.
- (o) When exiting on track machinery as trains are passing; exit on the opposite side.
 - i) use 3-point contact when getting on / off any vehicle, equipment, or track unit.
 - ii) face the vehicle or equipment / track unit when getting on / off.
 - iii) place handheld items onto equipment / track unit or seek help prior to getting on / off.
 - iv) get on / off on the operators' side when possible.

14.5 Equipment on or near tracks

- 14.5.1 Contractor personnel shall not be Foul of Track with any piece of equipment without a CPKC flag person or other authorized track protection.
- 14.5.2 Contractor personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CPKC flag person and only if the work site has been properly prepared for such a move. Tracked equipment will require a CPKC flag person any time railroad tracks are crossed.
- 14.5.3 Contractor personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager-in-Charge.
- 14.5.4 When there is passing rail traffic, contractor personnel shall move equipment away from the tracks at least 50 feet (15.2 m), or where not possible, park the equipment as far away from the tracks as possible, exit to the side away from the track where the movement is taking place, and walk to a safe distance.
- 14.5.5 When there is passing rail traffic, buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement.

14.6 Railroad Signs, Signals, Flags, and other Communication Infrastructure

- 14.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled, or altered in any way without proper authorization and qualification.
- 14.6.2 Only qualified contractor personnel who are authorized by CPKC are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.
- 14.6.3 Railroad pole lines carry electric power and should be treated as any other power lines.
- 14.6.4 The contractor shall keep all contractor personnel informed of current weather conditions.
 Personnel shall stay alert for possible high-water conditions, or flash floods. During severe weather conditions:
 - a) Personnel shall be prepared to take cover in the event of a tornado.
 - b) Personnel shall not work while lightning is occurring.
 - c) If storm conditions arise unexpectedly, contractor personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

Any Contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railroad traffic, must advise CPKC immediately by calling:

- CPKC U.S. North (north of Kansas City) 1-800-716-9132
- CPKC U.S. South (Kansas City and south of) 1-877-527-9464

14.7 Excavation

14.7.1 Before starting excavation operations, the contractor shall ascertain that there are no underground wires, fiber optic cables, pipelines or other utilities which could be damaged or, if present, that such installations are properly protected. Fiber optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the contractor shall contact the proper authority CPKC and / or public utility to obtain the necessary permit and to locate and protect such cables or other underground utilities.

14.7.2 Excavations shall not be left unattended unless they are properly protected; and the Manager-in-Charge shall be notified.

14.7.3 Contractors must obtain and maintain utility locates in accordance with applicable law.

15.0 HAZCOM

15.1 General Requirements

15.1.1 If at any time contractor's work involves the use, handling, storage, or disposal of hazardous materials ("Handling of Hazardous Materials"), Contractor Personnel must inform the Manager-in-Charge.

15.1.2 Contractors shall ensure that all contractor personnel are fully trained in the handling of hazardous materials and that contractor and contractor personnel are in full compliance with all applicable legislation, and as directed by the Manager-in-Charge.

15.1.3 Contractor personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the handling of hazardous materials.

15.2 Access to Safety Data Sheets (SDS)

15.2.1 Prior to beginning any work that may expose CPKC personnel to hazardous materials, contractor or contractor personnel shall:

- a) provide a copy of the respective SDS to the Manager-in-Charge, and
- b) keep a copy of the SDS at the work site and ensure that it is always readily available.

15.3 Hazardous Material Incident or Spill

15.3.1 In the event of a hazardous material incident or spill, the contractor must:

- (a) ensure that no contractor or CPKC personnel have or will be exposed
- (b) take all reasonable actions to contain the spill
- (c) respond in accordance with its emergency response plan, and
- (d) notify CPKC immediately in accordance with Section 18 below.

16.0 Operation of Highway Vehicles

16.1 Highway Vehicles

- 161.1 The following requirements apply to all highway vehicles, when operated on CPKC property; or used to transport CPKC personnel.

16.2 Regulations and Inspection

- 16.2.1 Before using a highway vehicle, contractor personnel shall:
- (a) complete a pre-trip inspection.
 - (b) maintain an inspection log.
 - (c) ensure periodic inspections are completed at official testing locations as required.
 - (d) ensure the vehicle is always maintained and in safe operating conditions, and
 - (e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.
- 16.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in-Charge on request.

16.3 Vehicle Operator Requirements

- 16.3.1 Operation of highway vehicles is restricted to those contractor personnel who are licensed, qualified and authorized to do so. Such contractor personnel shall be always responsible for the safety of all passengers. For greater certainty, such contractor personnel shall:
- (a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, state, and federal requirements.
 - (b) strictly comply with all posted traffic signs, signals, and all shall obey all applicable legislation,
 - (c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and
 - (d) comply with the requirements on the use of electronic devices as set out in Section 12 above.

16.4 Driving on CPKC Property

- 16.4.1 In addition to the requirements set out above, while on CPKC Property, contractor personnel shall:
- (a) travel only on designated roadways unless otherwise instructed.
 - (b) keep daytime running lights on (if so equipped).
 - (c) not exceed 15 mph (24.1 Km/h) unless otherwise posted.
 - (d) come to a full stop at all blind corners, rail, and roadway crossings.
 - (e) yield the right of way to all mobile equipment and other non-highway equipment or service vehicles.
 - (f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided.
 - (g) not park foul of track unless on-track protection is provided.
 - (h) not leave vehicles running unnecessarily.
 - (i) park only in pre-determined or designated areas.
 - (j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running.

- (k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.
- (l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.
- (m) If a passenger is present, he exit the vehicle prior to a reverse movement to provide guidance and direction to the driver during the reverse movement and applies to commercial vehicles and vehicles with restricted rear views.

16.4.2 All contractor personnel who will be operating a highway vehicle or mobile equipment in any CPKC intermodal facilities must complete a driver safety orientation program prior to first entry, and from time to time thereafter as directed by the Manager-in-Charge.

16.5 Seat Belts

16.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless contractor personnel is actively engaged in inspections requiring said contractor personnel to be free of such restraint, and then only when the vehicle is operating at less than 15 mph (24.1 Km/h).

16.6 Loads

16.6.1 Contractor personnel shall ensure vehicles are loaded according to weight and dimensional requirements as authorized by state regulations and permits, and properly load and secure tools, material, equipment and freight to avoid shifting, falling, leaking or otherwise escaping from vehicles during operation.

16.7 Riding in CPKC Vehicles

16.7.1 Contractor personnel are prohibited from operating or riding in any CPKC vehicles unless authorized to do so, or in case of emergency.

17.0 Tools, Equipment and Machinery

17.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

- 17.1.1 Contractor personnel shall ensure that all tools, equipment, and machinery used be:
 - (a) in compliance with all applicable legislation.
 - (b) in good working order, properly serviced and maintained.
 - (c) safe for their proposed use and used only for purposes specified by the manufacturer.
 - (d) operated and maintained only by persons properly trained and qualified for that duty.
 - (e) seat belts (if present on equipment) must be worn while operating or riding any such equipped mobile equipment.
 - (f) if mobile, equipped with appropriate safety devices (e.g., lights, horns, back-up alarms, safety beacons), and
 - (g) be prevented from moving, through use of the hand brake, wheel blocking, wheel chocking and / or a derail, where applicable.
- 17.1.2 The contractor shall provide adequate lighting when performing work between sunset and sunrise.
- 17.1.3 Use of CPKC tools, equipment and machinery by contractor personnel is prohibited unless specifically authorized by local CPKC management.

17.2 Hazardous Energy Control- Lockout

- 17.2.1 Contractor personnel shall employ lockout / tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and/or servicing activities.
- 17.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.
- 17.2.3 No contractor personnel can remove any CPKC applied lock or tag, including bad-order tag.
- 17.2.4 Notwithstanding the foregoing, if contractor's work may create an energy hazard to any CPKC. Personnel, then all affected parties must follow the requirements set forth in CPKC's Lockout – Hazardous Energy Control Policy and Code of Practice.
- 17.2.5 If CPKC personnel and contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then a multi-lock hasp must be applied with individual locks and tags affixed (as per CPKC's Lockout – Hazardous Energy Control Policy and Code of Practice).

17.3 Electrical Safety Requirements

- 17.3.1 In addition to the hazardous energy control lockout requirements above, all electrical work must comply with applicable legislation, National Electrical Code (NEC), and National Fire Protection Association (NFPA) requirements.
- 17.3.2 Contractor personnel working on electrical systems must:
 - (a) if in proximity to CPKC Personnel, inform them of:
 - (i) existing or potential electrical hazards,
 - (ii) any specific additional personal protective equipment that may be required,
 - (iii) applicable safe work practices,
 - (iv) applicable emergency and evacuation procedures, and
 - (v) apply lock out procedures as per section above on Hazardous Energy Control- Lockout.
 - (b) have practices, procedures and training that comply with:
 - (i) Applicable sections of the NEC and NFPA electrical safety standards.
 - (ii) Any other applicable legislation.
 - (c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line than is permitted by OSHA regulations (29 CFR 1910.333).

17.4 Lifting Devices

- 17.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains, and hooks shall:
 - (a) meet applicable legislation governing design, inspection, maintenance, and operation.
 - (b) be safety certified and labeled or tagged with load capacity limits where required.
 - (c) have sufficient capacity for the planned lift.
 - (d) have sufficient footing or support area to properly distribute the load during a lift.

17.5 Welding and Torch Cutting

17.5.1 When welding or torch cutting, contractor personnel shall:

- (a) be properly trained and qualified.
- (b) ensure that all closed containers have been properly purged.
- (c) direct flame or sparks away from other workers, equipment and flammable material.
- (d) have a fire extinguisher readily available.
- (e) keep compressed gas and oxygen cylinders stored in a secure, vertical position, with regulators removed and caps applied, labeled properly, and located in vented cabinets or other designated locations.

17.6 Explosive Actuated Tools

17.6.1 Only contractor personnel who are qualified and licensed in accordance with applicable legislation, and authorized by CPKC, may use explosives or explosive actuated tools.

17.7 Unattended Equipment or Machinery

17.7.1 Tools, equipment and machinery shall not be left unattended at any time and shall not be stored on CPKC property, unless expressly permitted pursuant to a written agreement with CPKC or by the Manager-in-Charge in writing, and where so permitted, contractor shall ensure that:

- (a) storage shall be restricted to the designated area, or as otherwise specified by CPKC.
- (b) all such tools, equipment and machinery shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines.
- (c) as much as possible, tools, equipment and machinery shall be stored in locations out of public view.
- (d) Machines must be secured in accordance with on-track machinery rules.

18.0 Emergency Response

18.1 Emergency Response Plan

18.1.1 The contractor must maintain a current emergency response plan and make it available to CPKC on request. Emergency response plans must include at a minimum:

- (a) contractor reporting procedures in the event of an incident or spill.
- (b) emergency response contacts and phone numbers, including phone numbers for CPKC incident reporting and local CPKC managers (See Attachment A), and
- (c) containment measures to be taken in the event of an incident or spill.

18.2 Initial Response

18.2.1 Initial response to any emergency condition must follow the following sequence:

- (a) Protect the safety and security of all individuals and communities.
- (b) Provide environmental protection and mitigation.
- (c) Conduct incident investigation and evidence preservation.
- (d) Restore railroad operations.

18.3 First Aid

18.3.1 Contractor personnel must have sufficient First Aid qualified personnel and the required first aid kit and any other required first aid equipment at the work site, suitable for the crew size, nature of work being performed and location, all of which shall, at a minimum, comply with OSHA regulations (29 CFR 1910.266).

18.4 Fire Protection

18.4.1 The contractor must have appropriate fire extinguishers suitable (i.e., type, size and quantity) for nature of the work being done, in compliance with applicable legislation, and be always readily available on:

- (a) the work site, and
- (b) all contractor equipment, machinery, and highway vehicles.

18.4.2 Contractor personnel shall ensure that all necessary precautions are taken to prevent fires, including the following:

- (a) storing flammable material (e.g., paper, rubbish, sawdust, oily or greasy rags, etc.) in proper containers,
- (b) storing and transporting fuel, gasoline, or other flammable liquids in approved containers. Use of unapproved containers is prohibited,
- (c) proper disposal of flammable material daily,
- (d) preventing static electricity when dispensing or transferring flammable liquids by using proper grounding and bonding techniques,
- (e) avoid using cutting or welding torches during the last one-half hour of shifts, if possible.
- (f) taking special precautions with fusees, including:
 - (i) store and transport in approved containers.
 - (ii) do not allow fusees to come in contact with any combustible material, including railroad ties or wooden timbers, and

- (iii) fully extinguish fusees before leaving the location where used.
 - (g) promptly advise CPKC management of any fire on CPKC property, and
 - (h) fully extinguish or provide protection for any fire prior to leaving the work site.
- 18.4.3 Contractors working on the CPKC right-of-way where a high risk of fire exists (e.g., during rail grinding, rail welding) must have:
 - (a) appropriate fire prevention and suppression plans (including emergency numbers for CPKC, local firefighters and fire control districts), and
 - (b) additional firefighting equipment and trained contractor Personnel on site, as required by applicable legislation or the Manager-in-Charge.

19.0 Confined Space

19.1 Confined Space

- 19.1.1 Qualified and authorized contractor personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.
- 19.1.2 Rescue procedures and equipment must readily available when required to enter a confined space.

20.0 Reportable Accidents, Incidents, and Injuries

20.1 Reportable Injuries

- 20.1.1 Reportable injuries include any personal injury to:
 - (a) Contractor personnel.
 - (b) any CPKC personnel, or
 - (c) to any third party on CPK property.

20.2 Reportable Accidents

- 20.2.1 Reportable accidents include any occurrence that results in:
 - (a) damage to railroad tracks, right of way, buildings or other CPKC property,
 - (b) damage to railroad equipment,
 - (c) damage to CPKC highway vehicles,
 - (d) release of hazardous material,
 - (e) spill or loss of transported commodities, and
 - (f) any threat to the environment.

20.3 Reportable Incidents

20.3.1 Reportable incidents include:

- (a) unintended movement of railroad equipment.
- (b) failure to provide track protection for workers when required.
- (c) movement of railroad equipment beyond authorized limits.
- (d) operation of railroad equipment by an unqualified person.
- (e) unauthorized handling of a track switch.
- (f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device.
- (g) seepage, leakage, spills of, or other contamination from, hazardous materials.
- (h) actual, threaten or suspected security related incidents.
- (i) slides, washouts, or other on-track obstructions, or
- (j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

21.0 Reporting

21.1 Emergency Reporting

21.1.1 In the case of an emergency, contractor personnel must call:

- (a) 911, where this emergency response system exists, or
- (b) the local police, fire or emergency department in all cases, and
- (c) CPKC Police Services Communication Center- 1-800-716-9132.

21.2 Accident, Incident, Injury Reporting

21.2.1 When an accident, incident or injury occurs on CPKC Property, the contractor must:

- (a) immediately report it to the
 - (i) CPKC U.S. North (north of Kansas City) 1-800-716-9132 or CPKC U.S. South (Kansas City and south of) 1-877-527-9464
 - (ii) CPKC Manager-in-Charge
- (b) follow all instructions given to protect the scene.

21.2.2 CPKC is obligated to report contractor personnel injuries occurring on CPKC property to the Federal Railroad Administration (FRA). Any state or required regulatory reporting remains the contractor's responsibility.

21.3 Information to Report

21.3.1 Information required with the initial report includes:

- (a) type of incident.
- (b) date and time of occurrence.
- (c) location (mileage, subdivision, building, yard, or other physical description).
- (d) identity of person(s) involved or injured (company & name).
- (e) description of any hazardous materials involved.
- (f) type & unit number of any railroad equipment or vehicle involved.

- (g) description of occurrence, damage and/or injury, and cause if known.
- (h) description of any emergency response.
- (i) name and contact information of person making the report, and
- (j) any such other information that CPKC may require.

21.4 Environmental Incidents and Spills

21.4.1 In the event of an environmental incident or spill that could have a negative impact on the environment, the contractor must immediately:

- (a) Report the incident to the Operations Center, the Manager-in-Charge, and the designated CPKC Contact as per the governing agreement relating to the work.
- (b) take all reasonable actions to contain the spill.
- (c) respond in accordance with its emergency response plan, and
- (d) provide CPKC with the following information:
 - (i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers).
 - (ii) type and quantity of substance released.
 - (iii) cause of spill or deposit, if known, and
 - (iv) details of any immediate action taken, or action proposed to be taken to contain spill and recover substance.

21.5 Additional Contractor Requirements

21.5.1 Contractor and Contractor Personnel must:

- (a) ensure an appropriate emergency response is initiated.
- (b) protect any evidence until released by the CPKC Manager-in-Charge.
- (c) cooperate fully with any CPKC investigation.
- (d) cooperate fully with any investigating government agency, and
- (e) notify CPKC if information is requested by any investigating government agency.

22.0 Contractor & Contractor Personnel Acknowledgement

Acknowledgement

- 20.1.1 Contractor and Contractor Personnel who Work on CPKC Property shall be deemed to have read and understood the content of these CPKC Safety Requirements for Contractors - United States, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These CPKC Safety Requirements for Contractors - United States are subject to change without prior notice.



Home Safe is a commitment to be vigilant about personal safety and the safety of co-workers.

21.0 Attachment A – Emergency Information Sheet

Emergency Contact Information:		
Emergency Contacts:	Phone:	Location:
CPKC U.S. North (North of Kansas City):	1-800-716-9231	
CPKC Public Safety Communication Centre (PSCC)		
CPKC U.S. South (Kansas City and south of)	1-877-527-9464	
CPKC U.S. North Railroad Dispatcher Radio Channel:		
CPKC U.S. South Railroad Dispatcher Radio Channel:		
Manager-in-Charge (MIC):		
Local Emergency Services (EMS):		
Local Police Services:		
Local Fire Services:		
Hospital:		
Physician:		
Aircraft service, (if applicable):		
Watercraft service, (if applicable):		
Other Emergency Services:		
Emergency Evacuation Route: (Describe nearest evacuation assembly location or provide sketch on back)		

22.0 Attachment B – Work Site Information Sheet

Work Site Information:	Details:
Worksite Location Name:	
Worksite Location Address:	
Railroad Subdivision Name and Mileage:	
Nearest Town:	
Manager-in-Charge: (Name / Phone Number)	
Contractor Supervisor: (Name / Phone Number)	
Worksite Phone Number:	
Certified First Aid Attendant(s): (Name(s) / Phone Number(s))	
Location of First Aid Kit(s):	
Location of AED (if onsite):	
Location of Fire Extinguishing Equipment:	
Location of Safety Data Sheets (SDSs):	

[illegible]

Notes:

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

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



MOVING YOU FORWARD

May 16, 2023

RE: MISC-0136 City of Faribault, MN "Letter Agreement"

Mark Duchene-Director of Engineering
City of Faribault, MN
Address: 1200 Belview Trail, Faribault, MN 55021
Email: mduchene@ci.faribault.mn.us

PROJECT NAME: TH 3 Northern Links Trail

PROJECT LOCATION: City of Faribault, MN

PROGRESSIVE RAIL, INC (RAILROAD) grants the **CITY OF FARIBAULT, MN (CUSTOMER)** authorization to enter onto railroad property (leased from Canadian Pacific) for the purpose of constructing a pedestrian walkway located at (Latitude 44.3120000/Longitude -93.2829400) if the following conditions are agreed upon by the City of Faribault:

- The City of Faribault agrees to pay Progressive Rail, Inc \$76,800 to cover the invoice from RailWorks Track Systems, LLC to complete the installation of a culvert for that portion of the project.
- The City of Faribault will pay Progressive Rail, Inc a flat fee of \$45,000 that covers five days the railroad will need to shut down in order for the project to be completed. This price will include the flagging required for the project.
- Should the project exceeds the initial five days projected for the project, an additional \$10,000 per day will be assessed to the City of Faribault for losses incurred while unable to service customers in Faribault.
- The City of Faribault will need to work out separate agreements with Paul Pickering (Vogelsberg Trucking, Inc) and Greg Kawell (Faribault Foods) for potential compensation related to the shutdown of their businesses during the project.
- The City of Faribault will need to complete the Right of Entry Application (fee waived) in order to have the paperwork on file for the project. That form can be accessed at <https://form.jotform.com/200714027979156>

INDEMNIFICATION

IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR PROSPECTIVE PROFITS) IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO, HOWSOEVER CAUSED.

a. Railroad agrees to release, indemnify, defend and hold harmless Customer for, from and against any and all losses, damages, claims, demands, actions, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) (collectively, "Losses") (a) caused by or arising from, in whole or in part, any negligence or intentional misconduct or omission of Railroad, or (b) any breach by Railroad of this Agreement.

b. Customer agrees to release, indemnify, defend and hold harmless Railroad for, from and against any and all Losses (a) caused by or arising from, in whole or in part, any act or omission of Customer, or (b) any breach by Customer of this Agreement, or (c) for personal injury to or death of Customer's employees, agents or contractors occurring while such person is on or about the Facility. THE FOREGOING RELEASE AND INDEMNITY SHALL APPLY REGARDLESS OF ANY STRICT LIABILITY OF RAILROAD EXCEPT TO THE EXTENT THE LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILROAD.

PROGRESSIVE RAIL CONTACT

Layne Leitner-COO
Progressive Rail Inc
21778 Highview Avenue
Lakeville, MN 55044
612-791-1212
lleitner@progressiverail.com

If agreeable with the terms of this Letter Agreement, please sign below.

CITY OF FARIBAULT, MN (CUSTOMER)

NAME: _____

TITLE: _____

DATE: _____

PROGRESSIVE RAIL, INC (RAILROAD)

NAME: _____

TITLE: _____

DATE: _____

www.progressiverail.com
1-800-PRORAIL

AGREEMENT REGARDING INTERRUPTIONS RELATED TO CLOSURE OF RAILROAD TO CONSTRUCT PEDESTRIAN TRAIL

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Faribault, a Minnesota municipal corporation, 208 1st Avenue Northwest, Faribault, MN 55021 (the "City") and Faribault Foods, Inc, a Minnesota corporation, 3401 Park Avenue NW, Faribault, Minnesota 55021 (the "Company").

RECITALS

- A. The City and Progressive Railroad, Inc. ("Railroad") have entered into an agreement through which the Railroad will temporarily shut down operation so the City may construct a pedestrian walkway ("Project").
- B. The Project will result in the Railroad's operations to the Company to temporarily cease for an estimated five (5) days ("Closure"), which may impact the Company's operations.
- C. To compensate the Company for such Closure, the City has agreed to pay the Company a set amount based on the number of days during which the Company does not have railcars to unload at its facility located at 500 12th Street NW, Faribault, MN 55021 ("Facility"), as provided in the terms of this Agreement.
- D. The parties desire to set forth the terms and conditions of their collective understanding in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement as hereinafter contained, the parties hereto agree as follows:

SECTION 1. NOTICE OF CLOSURE. The City shall endeavor to keep the Company informed of the anticipated Closure timelines and, at minimum, shall provide at least four weeks' notice of the planned Closure and at least two weeks' written notice to the Company to confirm the Closure prior to the Closure.

SECTION 2. COMPANY COORDINATION. Company agrees to coordinate with the City to identify dates that will result in the least disruption to the Company's operations. This section is not intended to require the City to adhere to the identified dates, but instead is an opportunity for the Company to minimize the disruption to its operations.

SECTION 3. PAYMENT FOR DELAY PERIOD.

- a. In anticipation of the Closure's potential impact on the Company, the City agrees that if the Company no longer has railcars to unload at its Facility, then the City shall compensate the Company \$2,000 per business day that the Closure exists and there are no railcars to unload ("Delay Period").
- b. The Delay Period shall begin the business day following the day the Company provides notice to the City that there are no railcars to unload at the facility and shall end the business

day after the day the City provides notice to the Company that the Closure is over. For each business day within the Delay Period, the City agrees to pay the Company two thousand and 00/100 dollars (\$2,000). The Closure ends on the day the City provides notice to the Railroad and the Company that the work on the Project is complete.

- c. For the avoidance of doubt, a “business day” shall be each day of the week except Saturday, Sunday, and any holiday as defined in Minnesota Statutes, Section 645.44.
- d. The amount owed to the Company shall be paid by the City to the Company within forty-five (45) calendar days of the Delay Period.

SECTION 4. NOTICE. All notices, demands, or other communications required in the Agreement shall be effective: (i) if given personally, upon receipt; (ii) if given by electronic mail, when the other party confirms receipt; (iii) if mailed by certified mail, postage prepaid, return receipt requested. Notice shall be provided to the following:

- a. Company:
3401 Park Avenue NW
Faribault, MN 55021
Attn: Mike Ross
Email: mross@faribaultfoods.com
- b. City:
208 1st Avenue Northwest
Faribault, MN 55021
Attn: Mark DuChene
Email: mduchene@ci.faribault.mn.us

SECTION 5. INDEMNIFICATION. Each party to this Agreement shall be responsible for its own actions and neglect, and for that of its officers, employees, agents, and contractors, with respect to any actions arising out of this Agreement. The Company shall protect, indemnify, defend, and hold harmless the City and its governing body members, officers, agents, servants, and consultants against and from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement or the activities undertaken pursuant to it. Nothing herein shall be deemed a waiver of the limitations on liability set forth in Minnesota Statute Chapter 466.

SECTION 6. LIMITATION OF CITY LIABILITY. In no event shall the Company be entitled to additional compensation from the City related to the Delay Period or the Closure that exceeds the amount to be paid under Section 3 related to the Delay Period. For the avoidance of doubt, the Company hereby waives any claims against the City related to the Delay Period and the Closure including, but not limited to, any claim for monetary damages.

SECTION 7. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Minnesota.

SECTION 8. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers, as of the dates below indicated.

FARIBAULT FOODS

By: _____

Its: _____

Date: _____

CITY OF FARIBAULT

By: _____
Thomas J. Spooner

Its: Mayor

Date: _____

By: _____
Jessica L. Kinser

Its: City Administrator

Date: _____

AGREEMENT REGARDING INTERRUPTIONS RELATED TO CLOSURE
OF RAILROAD TO CONSTRUCT PEDESTRIAN TRAIL

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Faribault, a Minnesota municipal corporation, 208 1st Avenue Northwest, Faribault, MN 55021 (the "City") and Vogelsberg Trucking, a Minnesota corporation, 500 12th Street Northwest, Faribault, Minnesota 55021 (the "Company").

RECITALS

- A. The City and Progressive Railroad, Inc. ("Railroad") have entered into an agreement through which the Railroad will temporarily shut down operation so the City may construct a pedestrian walkway ("Project").
- B. The Project will result in the Railroad's operations to the Company to temporarily cease for an estimated five (5) days ("Closure"), which may impact the Company's operations.
- C. To compensate the Company for such Closure, the City has agreed to pay the Company a set amount based on the number of days during which the Company does not have railcars to unload at its facility located at 500 12th Street NW, Faribault, MN 55021 ("Facility"), as provided in the terms of this Agreement.
- D. The parties desire to set forth the terms and conditions of their collective understanding in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement as hereinafter contained, the parties hereto agree as follows:

SECTION 1. NOTICE OF CLOSURE. The City shall endeavor to keep the Company informed of the anticipated Closure timelines and, at minimum, shall provide two weeks' written notice to the Company prior to the Closure.

SECTION 2. COMPANY COORDINATION. Company agrees to coordinate with the City to identify dates that will result in the least disruption to the Company's operations. This section is not intended to require the City to adhere to the identified dates, but instead is an opportunity for the Company to minimize the disruption to its operations.

SECTION 3. PAYMENT FOR DELAY PERIOD.

- a. In anticipation of the Closure's potential impact on the Company, the City agrees that if the Company no longer has railcars to unload at its Facility, then the City shall compensate the Company \$2,000 per business day that the Closure exists and there are no railcars to unload ("Delay Period").
- b. The Delay Period shall begin the business day following the day the Company provides notice to the City that there are no railcars to unload at the facility and shall end the business day after the day the City provides notice to the Company that the Closure is over. For

each business day within the Delay Period, the City agrees to pay the Company two thousand and 00/100 dollars (\$2,000). The Closure ends on the day the City provides notice to the Railroad and the Company that the work on the Project is complete.

- c. For the avoidance of doubt, a “business day” shall be each day of the week except any holiday as defined in Minnesota Statutes, Section 645.44.
- d. The amount owed to the Company shall be paid by the City to the Company within forty-five (45) calendar days of the Delay Period.

SECTION 4. NOTICE. All notices, demands, or other communications required in the Agreement shall be effective: (i) if given personally, upon receipt; (ii) if given by electronic mail, when the other party confirms receipt; (iii) if mailed by certified mail, postage prepaid, return receipt requested. Notice shall be provided to the following:

- a. Company:
500 12th Street NW
Faribault, MN 55021
Attn: Paul Pickering
Email: vogelsbergtrucks@gmail.com
- b. City:
208 1st Avenue Northwest
Faribault, MN 55021
Attn: Mark DuChene
Email: mduchene@ci.faribault.mn.us

SECTION 5. INDEMNIFICATION. Each party to this Agreement shall be responsible for its own actions and neglect, and for that of its officers, employees, agents, and contractors, with respect to any actions arising out of this Agreement. The Company shall protect, indemnify, defend, and hold harmless the City and its governing body members, officers, agents, servants, and consultants against and from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement or the activities undertaken pursuant to it. Nothing herein shall be deemed a waiver of the limitations on liability set forth in Minnesota Statute Chapter 466.

SECTION 6. LIMITATION OF CITY LIABILITY. In no event shall the Company be entitled to additional compensation from the City related to the Delay Period or the Closure that exceeds the amount to be paid under Section 3 related to the Delay Period. For the avoidance of doubt, the Company hereby waives any claims against the City related to the Delay Period and the Closure including, but not limited to, any claim for monetary damages.

SECTION 7. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Minnesota.

SECTION 8. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers, as of the dates below indicated.

VOGELSBERG TRUCKING, INC.

By: _____
Its: _____
Date: _____

CITY OF FARIBAULT

By: _____
Thomas J. Spooner
Its: Mayor
Date: _____

By: _____
Jessica L. Kinser
Its: City Administrator
Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin O'Brien, Interim Parks and Recreation Director
MEETING DATE: May 27, 2025
SUBJECT: Approve Use of Central Park for Light of Hope Celebration Event

Background:

Amy Selly, on behalf of the Light of Hope Cancer Foundation, has contacted us and requested the use of Central Park on Saturday, September 13, 2025, for their annual Light of Hope Celebration.

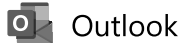
The Light of Hope Cancer Foundation was started in 2022 to support local cancer patients and families. The event will run from 4:00 p.m. to 10:00 p.m. with music, food trucks, on-site fundraising and a luminary event. They will set up throughout the day and will work in cooperation with the markets that are generally in Central Park on Saturday mornings and afternoons. They are requesting use of Central Park with all fees waived.

Recommendation:

Approve use of Central Park as requested for the Light of Hope Celebration event with park rental fees waived.

Attachments:

1. Light of Hope Request



Outlook

Re: Light of Hope Celebration

From Denise Hansen <dhansen@faribaultmn.gov>
Date Tue 5/13/2025 12:19 PM
To Paul Peanasky <ppeanasky@faribaultmn.gov>

I don't believe so. I will get it on the next one. Thanks!



DENISE HANSEN
Administrative Coordinator

OFFICE | 507-334-2064

EMAIL | dhansen@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 15 W. Division St., Faribault, MN 55021

From: Paul Peanasky <ppeanasky@faribaultmn.gov>
Sent: Tuesday, May 13, 2025 11:38 AM
To: Denise Hansen <dhansen@faribaultmn.gov>
Subject: FW: Light of Hope Celebration

Have we taken this to Council yet?



PAUL J. PEANASKY
Parks and Recreation Director

OFFICE | 507-334-2064

EMAIL | ppeanasky@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 15 W. Division St., Faribault, MN 55021

From: Selly, Amy L <Amy.Selly@allina.com>
Sent: Monday, May 12, 2025 7:54 PM
To: Paul Peanasky <ppeanasky@faribaultmn.gov>
Subject: Light of Hope Celebration

Hi Paul,

I am touching base regarding the Light of Hope Celebration Saturday September 13th.
The event will again be 4-10 PM at Central Park as we confirmed last October.

Will both the Farmer's Market and Makers Market be at the park Saturday's again this year?
We have done well with setting up around them but I like to give them a heads up we will be there before noon working on set up.

I will need the key for the stage again and will pick up on Friday.

Please let me know if you have any questions for us.

Thanks!

Amy

Amy Selly, APRN, AOCNP

Oncology Nurse Practitioner • Allina Health Cancer Institute® • Allina Health Faribault Medical Center

Phone: 507-497-3721 • Fax: 507-497-3712 • amy.selly@allina.com

Mail Route 77000 • 200 State Avenue • Faribault, MN 55021



This message contains information that is confidential and may be privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin O'Brien, Interim Parks and Recreation Director
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-129 Accept Donations to the Parks & Recreation Department

Background:

Donations are received on behalf of the Faribault Parks and Recreation Department. These monetary donations are received to support existing programs and to provide enhancements to the City of Faribault Parks and Recreation Department. This is a request to accept the following donations for the designated areas:

Safety Camp

Community Resource Bank	\$250
Fblt Policemen's Benefit Assn.	\$250
Rice Co. Deputies Association	\$500
LaCanne Electric LLC	\$250
American Legion Post 43	\$150
State Bank of Faribault	\$250
Southern Heights Dental Group	\$250
Compeer Financial	\$250
Elks Lodge 1166	\$250
Moose Lodge 2098	\$250

Tommy Allen Scholarship

Granny Basketball	\$300
-------------------	-------

Concerts in the Park

Community Resource Bank	\$100
The River Community Church	\$25
Ken and Barb Dubbels	\$200.

Recommendation:

Approve Resolution 2025-129 Accept Donations to the Parks and Recreation Department in the amount of \$3,275.00.

Attachments:

1. Resolution 2025-129 Accept Donations to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2025-129

ACCEPT DONATIONS TO PARKS AND RECREATION DEPARTMENT

WHEREAS, Faribault Parks and Recreation Department is responsible for providing programs and leisure activities to the City and surrounding townships; and

WHEREAS, businesses and individuals would like to donate to the Faribault Parks and Recreation Department; and

WHEREAS, Faribault Parks and Recreation Department received the following donations to be used towards the designated areas;

Safety Camp

Community Resource Bank	\$250.00
Fblt Policemen's Benefit Assn.	\$250.00
Rice Co. Deputies Association	\$500.00
LaCanne Electric LLC	\$250.00
American Legion Post 43	\$150.00
State Bank of Faribault	\$250.00
Southern Heights Dental Group	\$250.00
Compeer Financial	\$250.00
Elks Lodge 1166	\$250.00
Moose Lodge 2098	\$250.00

Tommy Allen Scholarship

Granny Basketball	\$300.00
-------------------	----------

Concerts in the Park

Community Resource Bank	\$100.00
The River Community Church	\$ 25.00
Ken and Barb Dubbels	\$200.00.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$3,275.00 for the designated areas.

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-130 Accept Donations from Harry Brown's and Walmart to the Police Department

Background:

Recently, Harry Brown's and Walmart generously donated a combined total of \$13,500.00 to the Police Department in support of the Safe Summer Kickoff on May 29, 2025. Funds will be used for the purchase of bicycles to be given away during a raffle-style drawing to Faribault youth attending this year's event.

Recommendation:

Approve Resolution 2025-130

Attachments:

1. Resolution 2025-130 Accept Donations from Harry Brown's and Walmart to the Police Department

CITY OF FARIBAULT

RESOLUTION #2025-130

**ACCEPT DONATIONS FROM HARRY BROWN'S AND WALMART TO THE POLICE
DEPARTMENT**

WHEREAS, the Faribault Police Department is responsible for life safety and property conservation in our community; and

WHEREAS, Walmart recognizes the Police Department's commitment to serving our community and would like to make a \$5,000.00 donation to our department; and

WHEREAS, Harry Brown's recognizes the Police Department's commitment to serving our community and would like to make a \$8,500.00 donation to our department.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Police Department to accept the donations totaling \$13,500.00 in support of the Safe Summer Kickoff on May 29, 2025. Funds will be used in the purchase of bicycles to be given away during the event to Faribault youth.

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin O'Brien, Interim Parks & Recreation Director
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-131 Approve Street Closure for Heritage Days Car Cruise Night

Background:

On April 8, 2025, the Council approved street closures for the Downtown Car Cruise Nights for the 2025 season. However, Devin Winjum, on behalf of the Faribault Area Chamber of Commerce & Tourism, contacted us and indicated the incorrect streets were requested to be closed for the Heritage Days Car Cruise Night on Friday, June 13. Rather than holding it on Central Avenue, he has requested it be held on 5th Street NW, as they have in the past, which is near Central Park and the Heritage Days Celebration. The event will require 5th Street NW from 2nd Avenue NW to Central Avenue North to be closed from 4-10 p.m. Central Avenue and all cross streets will remain open. And access to all businesses will remain open as needed.

Recommendation:

Approve Resolution 2025-131 as requested to close streets for the Heritage Day Car Cruise Night.

Attachments:

1. Resolution 2025-131 Approve Street Closures for Heritage Days Car Cruise Night
2. Heritage Days Car Cruise Night Request

CITY OF FARIBAULT

RESOLUTION #2025-131
APPROVE STREET CLOSURE
FOR HERITAGE DAYS CAR CRUISE NIGHT

WHEREAS, the Faribault Chamber of Commerce is hosting a Car Cruise Night in downtown Faribault in conjunction with the Heritage Days Celebration on Friday, June 13, 2025; and

WHEREAS, they plan for the event to run from 4-10 p.m.; and

WHEREAS, the Faribault Chamber of Commerce will provide a completed event agreement including liability insurance information prior to the event; and

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

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

NOW, THEREFORE BE IT RESOLVED, that 5th Street NW from 2nd Avenue NW to Central Avenue North will be closed from 4-10 p.m. on Friday, June 13, 2025, for the Heritage Days Car Cruise Night.

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser City Administrator



Street Closure Application

(I) (we) hereby request consideration for closure of 5th Street NW
Street Address

between 2nd Ave NW and Central Ave
(Street Name) (Street Name)

for Faribault Car Cruise Nights - Heritage Days
(description of event)

between the hours of 4:00 pm and 10:00 pm on Date: 06/13/25

Applicant information:

Name: Devin Wiggins
Address: 530 Wilson Ave Faribault
Phone: 507-491-3585

2nd Contact person:

Name: Cassie Steeves
Address: 530 Wilson Ave Faribault
Phone: 507-491-6175

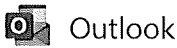
Orange traffic cones are available upon request. The applicant will be responsible for picking up and returning the cones.
Applicant will make arrangements with Public Works at 333-0361 for date of pickup.

This application has been reviewed and approved on: _____

By: _____
Public Works Department

By: _____
Fire Department

By: _____
Police Department



RE: Street Closure Requests

From Devin Winjum <devin@faribaultmn.org>
Date Tue 5/20/2025 11:19 AM
To Denise Hansen <dhansen@faribaultmn.gov>

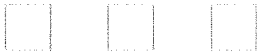
1 attachment (463 KB)
20250520113741768.pdf;

Hello,

I noticed we had the incorrect streets listed for the Heritage Days Cruise. Are you able to get this in front of council amendment before Heritage Days?

Best Regards,

Devin Winjum
Director of Marketing & Communications
Faribault Area Chamber of Commerce & Tourism
[507-334-4381](tel:507-334-4381) | [507-491-3585](tel:507-491-3585) | Devin@faribaultmn.org
www.faribaultmn.org | www.visitfaribault.com
530 Wilson Avenue Faribault, MN 55021



From: Denise Hansen <dhansen@faribaultmn.gov>
Sent: Wednesday, April 9, 2025 8:33 AM
To: Devin Winjum <devin@faribaultmn.org>
Subject: Street Closure Requests

Hi Devin,

Council approved your requests to close Central Avenue for the downtown car cruise nights and the Faribault Fall Festival.

Good luck with your events!

Denise

DENISE HANSEN
Administrative Coordinator

OFFICE | 507-334-2064



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 27, 2025
SUBJECT: Approve Consent Assessment Agreement for 1300 Lyndale Avenue North

Background:

As part of the Riverview Ridge platting process, the Developer, City and adjacent property owner at 1300 Lyndale Avenue, Faribault, MN (Owner), which is outside the platted area, came to an agreement to complete the improvements to Amber Court. The attached consent assessment agreement stipulates the terms for the adjacent property owner to contribute \$25,000 towards the construction of the improvements and to dedicate a permanent easement (separate council action to approve). The remaining of the public improvement costs are split by the City and Developer per the Riverview Ridge development agreement.

Recommendation:

Approve Consent Assessment Agreement for 1300 Lyndale Avenue North

Attachments:

1. 1300 Lyndale Avenue Consent Assessment Agreement



PETITION AND WAIVER AGREEMENT

This Agreement made this 17th day of October, 2024, by and between the City of Faribault, a Minnesota municipal corporation ("City") and Daniel Van Der Veen and Sharilyn Van Der Veen, husband and wife ("Owner").

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 1300 Lyndale Avenue N, Faribault, MN 55021 and is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Owner has requested and the City has agreed to construct Crystal Lane and Amber Court, including municipal sanitary sewer, watermain, storm sewer, urban-section street improvements, including subgrade (preparation, correction, stabilization), aggregate base, concrete curb and gutter, and bituminous paving, turf establishment, erosion control, signage, and related appurtenances and improvements, on the Property ("Improvements"); and

WHEREAS, the Owner has agreed to pay the City for \$25,000.00 of the cost of the Improvements; and

WHEREAS, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over fifteen (15) years; and

WHEREAS, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$25,000.00 against the Property as an assessment; and

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

Improvements; and

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

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

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: construction of Crystal Lane and Amber Court, including municipal sanitary sewer, watermain, storm sewer, urban-section street improvements, including subgrade (preparation, correction, stabilization), aggregate base, concrete curb and gutter, and bituminous paving, turf establishment, erosion control, signage, and related appurtenances and improvements.

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

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

4. The amount of the assessment which is to be assessed by the City against the Property is \$25,000.00. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over fifteen (15) years. The Owner understands and agrees that the interest rate to be applied to the assessment will be four and three quarters (4.75) percent per annum.

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

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$25,000.00, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and

- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.
7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.
8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.
9. The Owner further agrees to grant the City a public street and utility easement at no cost to the City for the area of the proposed improvements as shown on the attached Exhibit B.
10. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.
11. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

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

OWNER

By: Daniel Van Der Veen

Printed Name: Daniel Van Der Veen

By: Sharilyn VanDerVeen

Printed Name: Sharilyn VanDerVeen

STATE OF MINNESOTA)
)ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 17th day of October 2024, by Daniel Van Der Veen and Sharilyn Vand Der Veen, husband and wife.

D Radtke
Notary Public



CITY OF FARIBAULT

By: _____

Thomas J. Spooner

Its: Mayor

By: _____

Jessica L. Kinser

Its: City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Thomas J. Spooner and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

This document was drafted by:

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

EXHIBIT A

Legal Description of the Property

Parcel ID: 18.25.3.00.002
Address: 1300 Lyndale Avenue N, Faribault, MN 55021

EXHIBIT B

Proposed Street and Utility Easement

TO BE INSERTED LATER PRIOR TO RECORDING



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-143 Approve Permanent Right of Way Easement for Amber Court

Background:

As part of the Riverview Ridge platting process, it was determined that additional new right of way was needed from the property at 1300 Lyndale Avenue, Faribault, MN (Owner), which is outside the platted area, in order to construct the extension of Amber Court to facilitate the plat. The developer of Riverview Ridge, the property owner at 1300 Lyndale Avenue, and the City have negotiated said Easement with the owner and the owner has accepted said Easement.

The attached resolution approves the Easement in Exhibit A of this Resolution and authorizes City staff and the City's consultants to make limited revisions to the Easement as may be necessary to finalize the Easement and authorizes the Mayor and City Administrator to execute and record said final Easement.

Recommendation:

Approve Resolution 2025-143 Approve Permanent Right of Way Easement for Amber Court

Attachments:

1. Resolution 2025-143 Approve Permanent Right of Way Easement for 1300 Lyndale Avenue

CITY OF FARIBAULT

RESOLUTION #2025-143

APPROVE PERMANENT RIGHT OF WAY EASEMENT FOR AMBER COURT

WHEREAS, during the design phase of the 2025 Miscellaneous Street Reconstruction Project, City Contract 2025-05 and the platting of Riverview Ridge it was determined that additional right of way was needed from the property at 1300 Lyndale Avenue, Faribault, MN, in order to construct Amber Court; and

WHEREAS, the City of Faribault (the "City") desires to acquire a permanent right of way easement (the "Easement") from Daniel Van Der Veen and Sharilyn Van Der Veen , husband and wife (the "Owners") of the property at 1300 Lyndale Avenue; and

WHEREAS, the City prepared said Easement attached as Exhibit A; and

WHEREAS, the City has presented said Easement to the Owner and the Owner has accepted said Easement.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby approves the Easement in Exhibit A of this Resolution and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Easement as may be necessary to finalize the Easement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said final Easement.

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

PID # 18.25.30.0.002

(Reserved for Recording)

Abstract

PERMANENT RIGHT OF WAY EASEMENT

THIS EASEMENT given this 28th day of April, 2025,
by Daniel Van Der Veen and Sharilyn Van Der Veen, husband and wife ("Owner") to the
City of Faribault, a Minnesota municipal corporation, Grantee ("City"):

Recitals

- A. The Owner is the fee owner of certain real estate (the "Property") in Rice County, Minnesota:

See Exhibit "A"

- B. In furtherance of a road improvement project, the City desires to obtain from the Owner, and the Owner desires to convey to the City:

1. Permanent Right of Way Easement;

as described on the attached **Exhibit "B"** (the "Easement") and depicted on the attached **Exhibit "C"** (the Easement Depiction").

Easements

Grant of Easements. For good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner hereby grants and conveys to the City, its successors and assigns, the following easements:

- A. A permanent easement for right of way purposes over, under, across and through that part of the Property as described and shown on the attached **Exhibit "A"**. This Permanent Right-of-Way Easement shall give the City

the right to construct, use and maintain a roadway and underground utilities as well as grading and drainage as if said easement were deeded right of way to the City as well as to permit and regulate its use by private utilities.

The Easements shall be granted subject to the following conditions:

1. The Property shall remain subject to sale or lease; such sale or lease shall not serve to revoke the Easement.
2. The City shall comply with all applicable local, state, and federal laws, rules, or regulations affecting said Easement.
3. The Easement shall not be assignable by the City except upon written consent of the Owner, except that the City is granted the right and authority to permit and regulate the use of the permanent easement areas by private utilities in accordance with City regulations.
4. The Owner reserves the right to occupy and use said Property for all purposes not inconsistent with the rights herein granted.
5. The City and its authorized agents, including contractor personnel and equipment, are granted reasonable access over other areas of the Property as may be needed to construct the improvements within the Easements.
6. Upon completion of construction, the City shall restore the easement areas pursuant to the City of Faribault's standard specifications for construction.
7. The City and the Owner agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for acts of any others and the results thereof.
8. The permanent right-of-way easement shall run with the land unless vacated by majority vote of the City Council for the City of Faribault.

Nothing contained in here shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the liability limits provided by Minnesota Statutes Chapter 466. The Owner warrants to the City, its successors and assigns, that the Owner is well seized in fee of the Property and has good right to grant and convey the Easements and good right to make this grant to the City.

Dated: April 29, 2025.

By: Daniel Van Der Veen
Daniel Van Der Veen

By: Sharilyn Van Der Veen
Sharilyn Van Der Veen

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 29th day of April, 2025, by Daniel Van Der Veen and Sharilyn Van Der Veen, husband and wife, Grantors.



Dani Radtke
Notary Public

CITY OF FARIBAULT,
A MINNESOTA MUNICIPAL
CORPORATION

By: _____	By: _____
Its: Thomas J. Spooner	Its: Jessica L. Kinser
Mayor	City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Thomas J. Spooner and Jessica L. Kinser, Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the City of Faribault, Grantee.

Notary Public

This instrument was drafted by:
City of Faribault Engineering Dept.
208 1st Avenue NW
Faribault, MN 55021



EXHIBIT A

EXHIBIT "A"

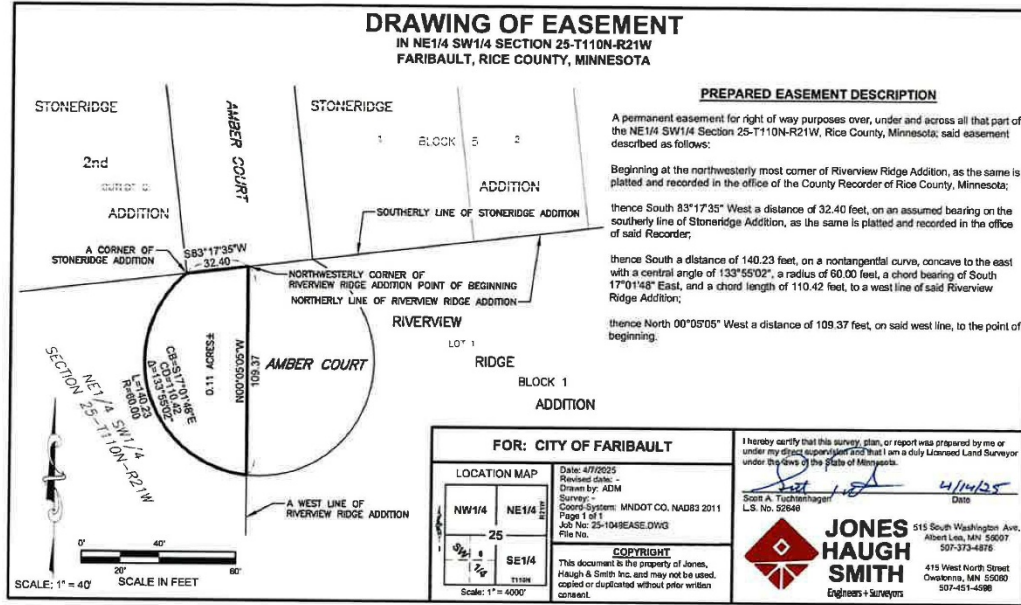
That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 110, Range 21, Rice County, Minnesota, described as follows: Beginning at the southwest corner of said Northeast Quarter of the Southwest Quarter; thence North 00 degrees 29 minutes 43 seconds West (assumed bearing) along the west line of said Northeast Quarter of the Southwest Quarter 250.00 feet; thence North 89 degrees 20 minutes 00 seconds East 609.84 feet; thence South 00 degrees 29 minutes 43 seconds East 250.00 feet to a point in the south line of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 20 minutes 00 seconds West along said south line of the Northeast Quarter of the Southwest Quarter 609.84 feet to the point of beginning. Together with that part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 110, Range 21, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said Northeast Quarter of the Southwest Quarter; thence North 00 degrees 29 minutes 43 seconds West (assumed bearing) along the west line of said Northeast Quarter of the Southwest Quarter 250.00 feet to the point of beginning; thence continuing North 00 degrees 29 minutes 43 seconds West along said west line 57.66 feet to a point distant 1023.00 feet (62 rods) south from the northwest corner of said Northeast Quarter of the Southwest Quarter; thence North 82 degrees 52 minutes 33 seconds East along a line which passes through a point on the east line of said Northeast Quarter of the Southwest Quarter distant 874.50 feet (53 rods) south from the northeast corner of said Northeast Quarter of the Southwest Quarter, a distance of 613.94 feet; thence South 00 degrees 29 minutes 43 seconds East 126.71 feet; thence South 89 degrees 20 minutes 00 seconds West 609.84 feet to the point of beginning. Containing 4.79 acres, more or less. Together with a driveway easement for ingress and egress over and across that part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 110, Range 21, Rice County, Minnesota, described as follows: Commencing at the northeast corner of the Southwest Quarter of said Section 25; thence South 00 degrees 00 minutes 03 seconds East (assumed bearing) along the east line of said Southwest Quarter 874.50 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 03 seconds East along said east line 16.50 feet; thence South 77 degrees 15 minutes 42 seconds West 141.86 feet; thence South 70 degrees 36 minutes 04 seconds West 393.81 feet; thence South 69 degrees 12 minutes 00 seconds West 231.15 feet to the east line of the west 609.84 feet of said Northeast Quarter of the Southwest Quarter of Section 25; thence North 00 degrees 29 minutes 43 seconds West along said east line of the west 609.84 feet a distance of 17.59 feet; thence North 89 degrees 12 minutes 00 seconds East 225.04 feet; thence North 70 degrees 36 minutes 04 seconds East 394.22 feet; thence North 65 degrees 38 minutes 24 seconds East 47.68 feet; thence North 82 degrees 52 minutes 33 seconds East 101.20 feet to the point of beginning. Also together with a driveway easement for ingress and egress as set forth in Book 44 of Misc. Records, Pages 278-280, in the office of the County Recorder, Rice County, Minnesota. Subject to all easements and restrictions of record, if any.

EXHIBIT B

A permanent easement for right of way purposes over, under and across all that part of the NE1/4 SW1/4 Section 25-T110N-R21W, Rice County, Minnesota; said easement described as follows:

Beginning at the northwesterly most corner of Riverview Ridge Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota; thence South $83^{\circ}17'35''$ West a distance of 32.40 feet, on an assumed bearing on the southerly line of Stoneridge Addition, as the same is platted and recorded in the office of said Recorder; thence South a distance of 140.23 feet, on a nontangential curve, concave to the east with a central angle of $133^{\circ}55'02''$, a radius of 60.00 feet, a chord bearing of South $17^{\circ}01'48''$ East, and a chord length of 110.42 feet, to a west line of said Riverview Ridge Addition; thence North $00^{\circ}05'05''$ West a distance of 109.37 feet, on said west line, to the point of beginning.

EXHIBIT C





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Ordinance 2025-2 Annexing Certain Land from Wells Township into the City (Second Reading)

Background:

At the previous City Council meeting on May 12, 2025, City Council approved the first reading of Ordinance 2025-2. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-2

Attachments:

1. Ordinance 2025-2 Annexing Certain Land from Wells Township into the City

**CITY OF FARIBAULT
ORDINANCE NO. 2025-2**

ANNEXING CERTAIN LAND FROM WELLS TOWNSHIP INTO THE CITY

THE CITY OF FARIBAULT ORDAINS:

WHEREAS, on March 19, 2025, the City of Faribault (the "City") received a petition for annexation of approximately 67.5 of real property that is legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Identified Land"); and

WHEREAS, on May 13, 2025, in accordance with Minnesota Statutes, section 414.033, subd. 2b, the City held a public hearing, giving 30 days' notice thereof by certified mail to Wells Township and all landowners within and contiguous to the Identified Land; and

WHEREAS, the Identified Land abuts the City, is less than 120 acres, is not presently served by public wastewater facilities and such facilities are not otherwise available, and the annexation petition was duly submitted by all fee owners of the Identified Land; and

WHEREAS, the Identified Land is not contiguous to any property that was either simultaneously proposed to be annexed or previously annexed within the preceding 12 months that, together with the Identified Land, would exceed 120 acres; and

WHEREAS, the Identified Land is about to become urban or suburban in character; and

WHEREAS, the Identified Land is not located within a floodplain or shoreland area; and

WHEREAS, all conditions required under Minnesota Statutes, section 414.033, subd. 2(3) have been met; and

WHEREAS, the City also provided the petitioner with written notice that the

cost of electric utility service may change if the land is annexed into the City and such notice included an estimate of the changes in such service.

NOW, THEREFORE, the City Council of the City of Faribault does hereby ordain as follows:

Section I. The above recitals are incorporated into this ordinance as if fully set forth herein.

Section II. In accordance with Minnesota Statutes, section 414.033, subd. 2(3), the City Council hereby declares by ordinance that the Identified Land, as legally described on Exhibit A and depicted on Exhibit B, is annexed to the City.

Section III. Taxes payable to Wells Township in 2025 on the Identified Land total \$392.77 and those 2025 taxes shall be paid to Wells Township. Pursuant to Minnesota Statutes, section 414.036, the City shall make a cash reimbursement to Wells Township with respect to the property taxes in accordance with the following schedule: The City shall pay Wells Township the sum of \$490.96 in 2026 and the sum of \$490.96 in 2027. The total of said two-year reimbursement amount equates to 250% of the taxes payable to Wells Township on the Identified Land during 2025.

Section IV. There are no special assessments assigned by Wells Township to the Identified Land, nor is there any debt incurred by Wells Township attributable to the Identified Land.

Section V. City staff and/or consultants are directed to promptly file a copy of this ordinance with the Office of Administrative Hearings (Chief Administrative Law Judge), the Wells Township clerk, the Rice County Auditor's Office, and the Minnesota Secretary of State. Staff is further directed to perform any additional actions that are deemed necessary to effectuate the intent of this ordinance.

Section VI. Upon annexation to the City, and pursuant to Section 5-60 of the City's Unified Development Regulations, the Identified Land shall be zoned TUD, Transitional Urban Development District. The City of Faribault Zoning Map should be updated to reflect said zoning.

Section VII. This ordinance shall be effective following its adoption and publication and the annexation is final on the date of approval by the Chief Administrative Law Judge.

First Reading and Public Hearing: May 13, 2025

Second Reading: _____

Publication Date: _____

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica Kinser, City Administrator

EXHIBIT A

ALL THAT PART OF THE NE¼, OF SECTION 1, TOWNSHIP 110 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RICE COUNTY, MINNESOTA, LYING WEST OF OLD ST. PAUL ROAD, NOW KNOWN AS COUNTY ROAD NO. 76; EXCEPTING THEREFROM THAT PART THEREOF, DEEDED TO THE STATE OF MINNESOTA, AS SET FORTH IN BOOK 207 OF DEEDS ON PAGES 587-588, IN THE OFFICE OF THE COUNTY RECORDER, AT FARIBAULT, MINNESOTA; SUBJECT TO ROADS, EASEMENTS AND RESTRICTIONS OF RECORD.

Except the following described parcel:

Part of the NE¼ of Section 1, Township 110 North, Range 21 West of the 5th P.M., Rice County, Minnesota, lying West of Old St. Paul Road, now known as County Road #76; described as follows: Commencing at the Southeast corner of said NE¼; thence North 1°04'14" East, along the East line of said NE¼ (for purposes of this description bearings are assumed and based on said East line being North 1°04'14" East), a distance of 487.53 feet; thence North 88°55'46" West, 1350.12 feet to a point in the center line of County Road 76 and the point of beginning of the parcel to be herein described; thence South 84°55'18" West, 388.00 feet; thence North 45°31'30" West, 140.27 feet; thence North 1°34'07" East, 433.90 feet; thence North 74°52'15" East, 376.90 feet to a point in the center line of said County Road 76; thence southeasterly along said center line on a curve, concave northeasterly (curve data: radius = 1909.86; delta angle = 10°21'51"; chord bearing and distance = South 8°17'59" East, 345.00 feet), an arc distance of 345.47 feet; thence continue along said center line South 13°28'55" East, 261.86 feet to said point of beginning; subject to County Road 76 over the easterly side of the above described parcel; containing 5.4 acres, more or less, including said road right of way; also subject to an easement for the construction and maintenance of a tile line in part of the NE¼ of Section 1, Township 110 North, Range 21 West of the 5th P.M., Rice County, Minnesota, over, under and across a strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described line: Commencing at the Southeast corner of said NE¼; thence North 1°04'14" East along the East line of said NE¼ (for purposes of this description bearings are assumed and based on said East line being North 1°04'14" East), a distance of 569.13 feet; thence North 88°55'46" West, 1454.92 feet to the point of beginning of the easement to be herein described; thence South 37°37'15" West, 112.07 feet; thence South 84°55'18" West, 132.00 feet; thence North 63°00'11" West, 205.47 feet and there terminating with side lines to be shortened or lengthened to meet at angle points; also subject to an easement for the construction and maintenance of a tile line in part of the NE¼ of Section 1, Township 110 North, Range 21 West of the 5th P.M., Rice County, Minnesota, over, under and across a strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described line: Commencing at the Southeast corner of said NE¼; thence North 1°04'14" East along the East line of said NE¼ (for purposes of this description bearings are assumed and based on said East line being North 1°04'14" East), a distance of 1061.80 feet; thence North 88°55'46" West, 1539.49 feet to the point of beginning of the easement to be herein described; thence South 0°00'00", a distance 33.55 feet; thence South 66°32'33" West, 325.23 feet and there terminating with side lines to be shortened or lengthened to meet at angle points.

Subject to the following exceptions: easements and restrictions of record, if any.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Approve Summary Publication of Ordinance 2025-2

Background:

Ordinance 2025-2 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the entire ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the ordinance's title, intent, and effect. The summary must also state the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2025-2.

Recommendation:

Approve the summary publication of Ordinance 2025-2

Attachments:

1. Ordinance 2025-2 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-2

ANNEX CERTAIN LANDS FROM WELLS TOWNSHIP INTO THE CITY

On May 27, 2025, the Faribault City Council, after conducting a public hearing, approved Ordinance 2025-2, which annexes roughly 67.50 acres of property contiguous to the city, identified as PID 10.01.1.25.001. The annexation contemplated by Ordinance 2025-2 will be final on the date of approval by the Chief Administrative Law Judge associated with the Office of Administrative Hearings. A complete copy of the ordinance, including a legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: May 13, 2025
Second Reading: May 27, 2025
Publication: June 3, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-144 Order Improvements, Approve Plans and Establish Bid Date for 2025 Miscellaneous Street Reconstruction Project - Contract 2025-05

Background:

The attached resolution orders the improvements and approves the construction plans and specifications for the proposed 2025 Miscellaneous Street Reconstruction Improvements - Contract 2025-05 project including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk reconstruction, bituminous paving, turf restoration and related improvements on the following streets:

Amber Court (Crystal Lane to South End)
 Division Street W (Intersection of Division Street W and 4th St SW)
 Grant Street North (Park Avenue to 200' West)

The preliminary total estimated cost of the improvements, including contingency, permitting and engineering, is \$518,275.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 342,150.00	66.0%
Water Utility Fund (601)	\$ 20,850.00	4.0%
Sewer Utility Fund (602)	\$ 37,700.00	7.3%
Storm Water Utility Fund (603)	\$ 10,750.00	2.1%
<u>Special Assessments</u>	<u>\$ 106,825.00</u>	<u>20.6%</u>
Total	\$ 518,275.00	100.0%

The attached resolution also establishes a bid date of June 18, 2025, for the project. Construction is anticipated to start in August and be completed by November.

Recommendation:

Approve Resolution 2025-144 Order Improvements, Approve Plans and Establish Bid Date for 2025 Miscellaneous Street Reconstruction Project - Contract 2025-05

Attachments:

1. Resolution 2025-144 Order Improvements Approve Plans and Establish Bid Date
2. (2025-05) Title Sheet
3. (2025-05) Bid Proposal Cover

CITY OF FARIBAULT

RESOLUTION #2025-144

**ORDER IMPROVEMENTS, APPROVE PLANS AND SPECIFICATIONS, AND
ESTABLISH BID DATE FOR 2025 MISCELLANEOUS STREET RECONSTRUCTION
IMPROVEMENTS- CONTRACT 2025-05**

WHEREAS, Resolution 2025-008, adopted on January 14, 2025, initiated the project development process for the 2025 Miscellaneous Street Reconstruction Improvements - Contract 2025-05, and;

WHEREAS, the project includes removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk reconstruction, bituminous paving, turf restoration and related improvements on the following streets:

Amber Court	(Crystal Lane to South End)
Division Street W	(Intersection of Division Street W and 4th St SW)
Grant Street North	(Park Avenue to 200' West)

WHEREAS, the total cost of the improvements is estimated to be \$518,275.00, and;

WHEREAS, plans and specifications for the improvements have been prepared by the City Engineering Department.

NOW, THEREFORE BE IT RESOLVED, that the 2025 Miscellaneous Street Reconstruction Improvements - Contract 2025-05 including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk reconstruction, bituminous paving, turf restoration and related improvements on the following streets:

Amber Court	(Crystal Lane to South End)
Division Street W	(Intersection of Division Street W and 4th St SW)
Grant Street North	(Park Avenue to 200' West)

are hereby ordered as proposed in this Council Resolution adopted May 27, 2025.

ALSO, BE IT RESOLVED, that plans and specifications for the 2025 Miscellaneous Street Reconstruction Improvements - Contract 2025-05 prepared by the City Engineering Department, are hereby approved.

ALSO, BE IT RESOLVED, a bid opening date of June 18, 2025 is hereby established.

Date Adopted: May 27, 2025

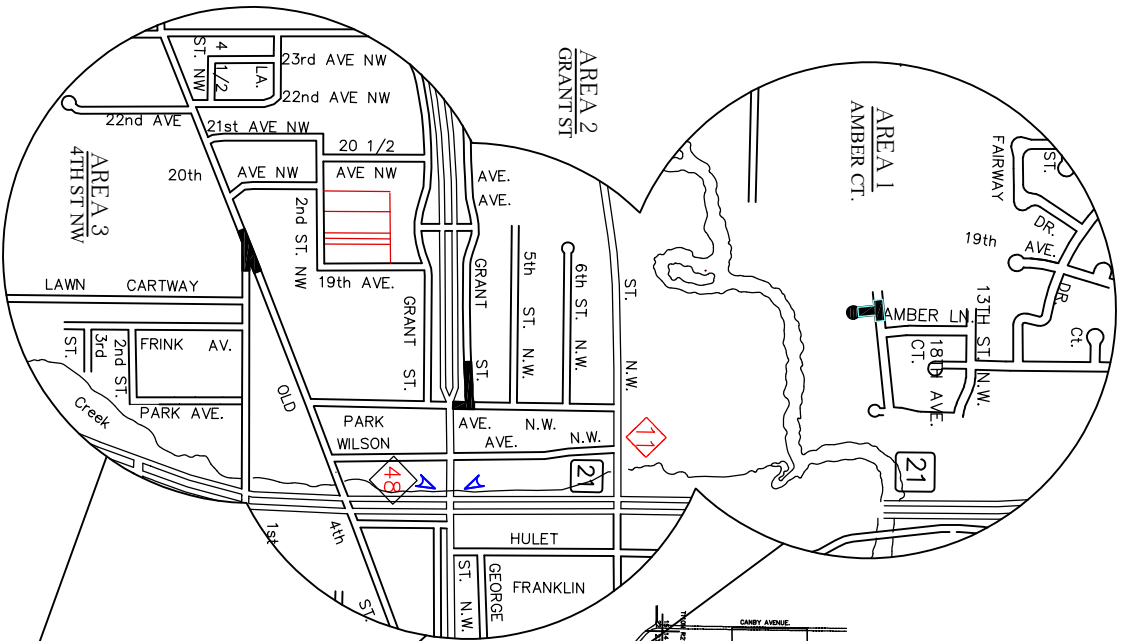
Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

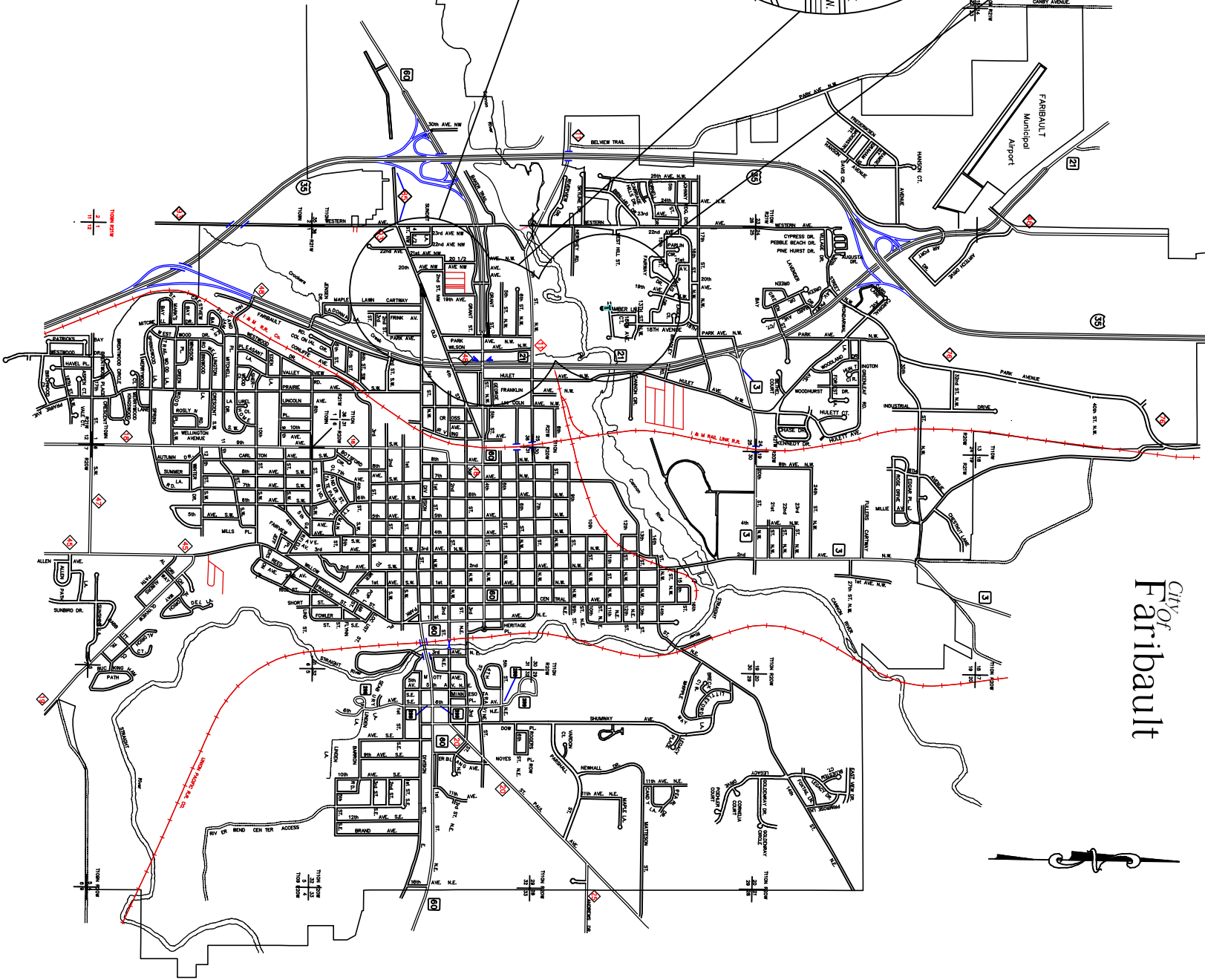
Jessica L. Kinser, City Administrator

PROJECT LOCATIONS



2025 MISC. STREET RECONSTRUCTION
CONTRACT NO. 2025-05

City of
Faribault



LEGEND

	EXIST. HYDRANT
	EXIST. GATE VALVE MANHOLE
	EXIST. GATE VALVE
	EXIST. WATERMAIN
	PROPOSED HYDRANT
	PROPOSED VALVE
	PROPOSED WATERMAIN
	EXIST. STORM MANHOLE/ CATCHBASIN
	PROPOSED. STORM PIPE
	EXIST. STORM PIPE
	EXIST. F.E.S.
	EXIST. SANITARY PIPE
	EXIST. SANITARY MANHOLE
	EXIST. PED BOX
	EXIST. POWER POLE

INDEX OF SHEETS

SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2-3	TYPICAL SECTIONS/CONSTRUCTION DETAILS
SHEET NO. 4	AMBER CT. PLAN/PROFILE VIEW
SHEET NO. 5	GRANT ST. DETOUR/TRAFFIC CONTROL
SHEET NO. 6	GRANT ST. PLANVIEW/EXISTING CONDITIONS
SHEET NO. 7	GRANT ST. PROFILE/CROSS SECTION VIEWS
SHEET NO. 8	DIVISION ST & 4TH ST NW DETOUR/TRAFFIC CONTROL
SHEET NO. 9	DIVISION ST & 4TH ST NW REMOVALS/EXISTING CONDITIONS
SHEET NO. 10	SWPPP PROJECT INFORMATION
SHEET NO. 11	SWPPP SOIL MAPS
SHEET NO. 12	SWPPP NARRATIVE/CONSTRUCTION DETAILS
SHEET NO. 13	

THIS PLAN CONTAINS 13 SHEETS

SCALES

20' SHEET 4
30' SHEET 5,7,8

GOVERNING SPECIFICATIONS

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2020 EDITION, THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS – 2023 EDITION, AND THE SPECIAL PROVISIONS.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

CITY ENGINEER



2025-05 MISC. STREET RECONSTRUCTION
TITLE SHEET & LOCATION MAP

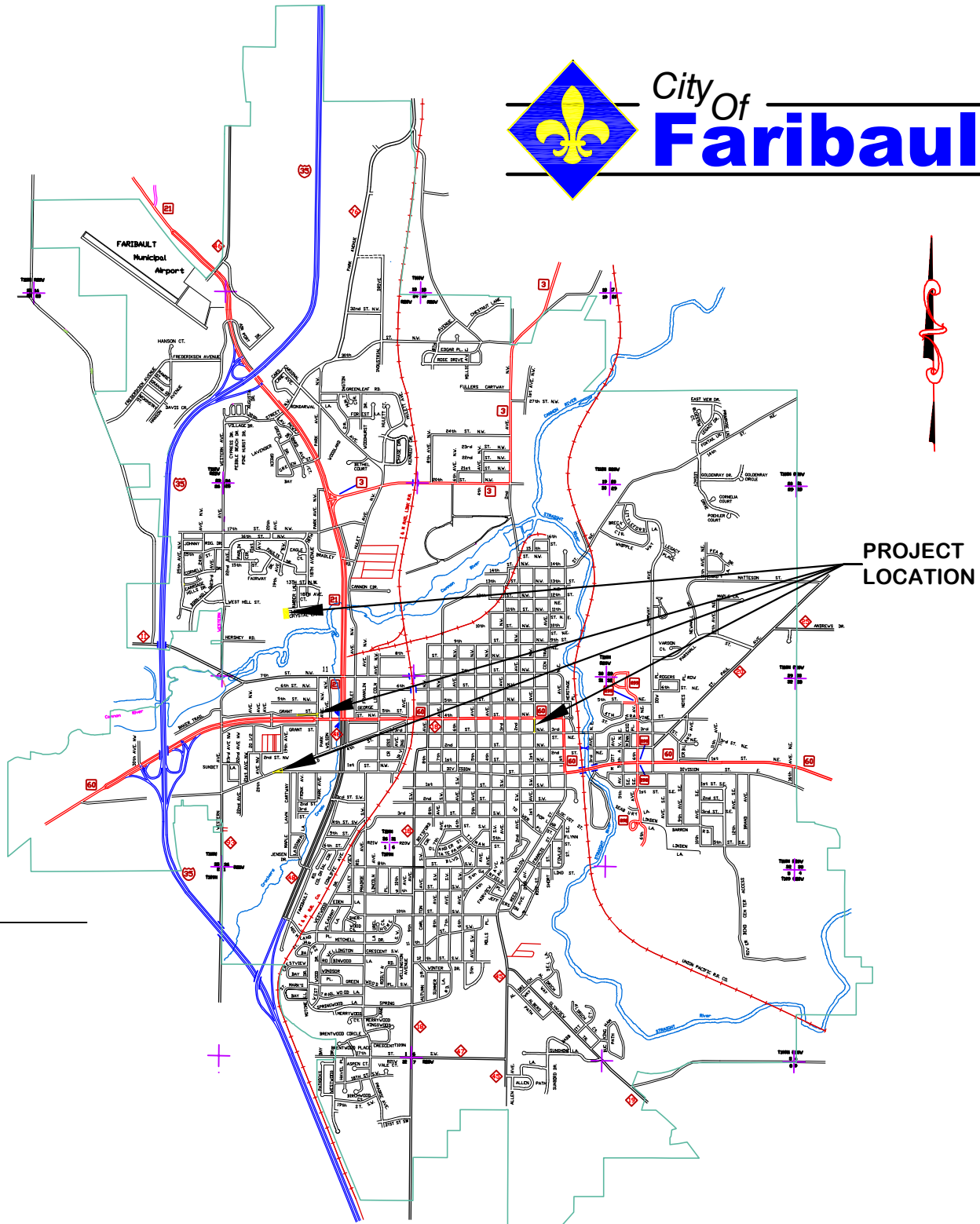
DESIGN BY: TJQ
CITY CONTRACT: 2025-05
DATE: MARCH, 2025

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MARK W. DUCHENE, P.E.
LIC. NO. 46594 DATE X-XX-2025



City Of
Faribault



CONTRACT: 2025-05

PROJECT: 2025 Misc. Street Reconstruction

BID DATE: June 18, 2025 11:00 a.m.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.

Mark W. DuChene, City Engineer

LIC. NO. 46594 DATE 5-23-2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 27, 2025
SUBJECT: Ordinance 2025-06 Dedication of Public Right of Way Along Grant Street

Background:

As part of the City's approved 2025-2029 Capital Improvement Plan, the realignment of Grant Street with Park Avenue is included as part of the 2025 Miscellaneous Street Reconstruction Project, Contract 2025-05. In 2023, the City acquired the property at 422 Park Avenue and removed the existing dwelling and related structures to accommodate the street realignment project. The attached ordinance formally dedicates the necessary portion of the 422 Park Avenue parcel as public right of way. The remainder of the parcel may be sold, replanted or redeveloped at a later date per future direction from the City Council.

Recommendation:

Approve Ordinance 2025-06 Dedication of Public Right of Way Along Grant Street - First Reading

Attachments:

1. 2025-06 Dedication of Public Right-of-Way on Grant Street

CITY OF FARIBAULT
ORDINANCE No. 2025-06
DEDICATION OF PUBLIC RIGHT OF WAY ALONG GRANT STREET

WHEREAS, the City of Faribault acquired property at 422 Park Avenue on August 10, 2023, as shown and described on the Trustee's Deed from Jeffrey T. Jandro and Michelle G. Creasman, as Trustee(s) of the Gail L. Jandro Revocable Trust Agreement Dated December 13, 2018 to the City of Faribault and recorded in the office of the Rice County Recorder as Document No. 761930, and legally described on Exhibit A, and;

WHEREAS, the City obtained the property for the purposes of the relocation of Grant Avenue, and;

WHEREAS, the City of Faribault has determined the portion of the property that is required to be dedicated as right-of-way as shown on the attached Exhibit B and described in Exhibit C.

WHEREAS, the City Council finds that the dedication of the property owned by the City of Faribault as public right-of-way as shown on the attached Exhibit B and described in Exhibit C, is in the best interest of the City.

THE CITY OF FARIBAULT ORDAINS:

Section 1. Property currently owned by the City of Faribault as shown on the attached Exhibit B and described on Exhibit C, is hereby dedicated as public right-of-way.

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

First Reading: May 27, 2025

Second Reading:

Publication Date:

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

Parcel Legal Description

That part of Lots 18, 19 and 20, Block 3, FAIR PARK ADDITION, Rice County, Minnesota, Beginning at the Northeast corner of said Lot 18, Block 3, FAIR PARK ADDITION; thence South 00°07'33" East (assumed bearing) along the east line of said Lot 18 and 19, Block 3, FAIR PARK ADDITION, 74.78 feet; thence South 38°38' 35" West 38.91 feet; thence South 89°05'30" West 141 .52 feet to a point in the west line of said Lot 20, Block 3, FAIR PARK ADDITION; thence North 00°07' 33" West along the west line of said Lots 18, 19 and 20, Block 3, FAIR PARK ADDITION, 107 .46 feet to the northwest corner of said Lot 18; thence South 89°59'02" East along the north line of said Lot 18, 165.88 feet to the point of beginning, and there terminating.

EXHIBIT B

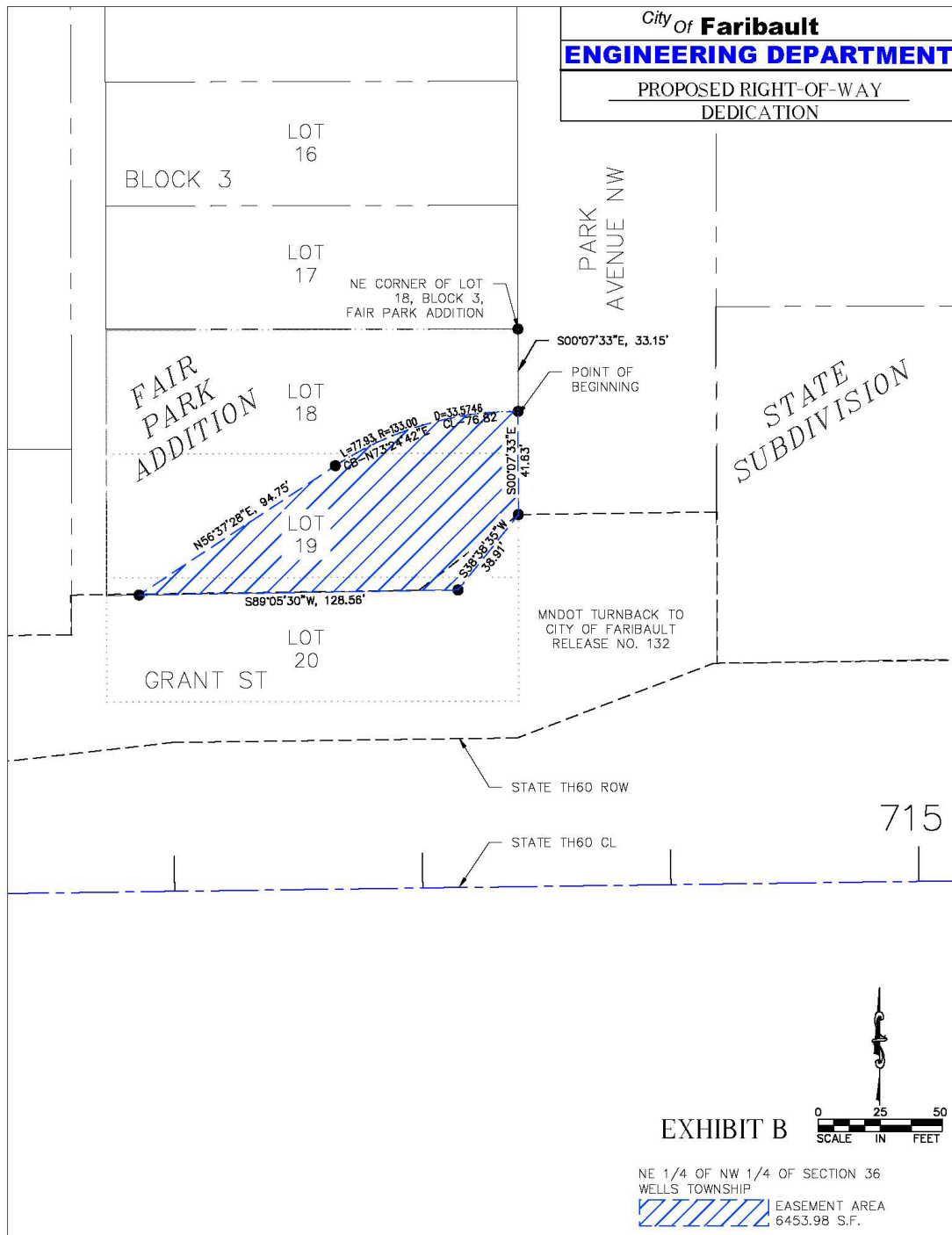


EXHIBIT C

Legal Description for area to be dedicated as Right of Way:

NE 1/4 OF NW 1/4 OF SECTION 36
WELLS TOWNSHIP

City Of **Faribault**

ENGINEERING DEPARTMENT

PROPOSED RIGHT-OF-WAY
DEDICATION

EXHIBIT C

PERMANENT RIGHT-OF-WAY DEDICATION DESCRIPTION:

A PERMANENT RIGHT-OF-WAY DEDICATION OVER, ACROSS, ON, UNDER, AND THROUGH LOTS 18,19, AND 20, BLOCK 3, FAIR PARK ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, RICE COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 18, BLOCK 3, FAIR PARK ADDITION, RICE COUNTY, MINNESOTA; THENCE SOUTH 00 DEGREES 07 MINUTES 33 SECONDS EAST A DISTANCE OF 33.15 FEET TO A TRUE POINT OF BEGINNING OF THE DESCRIBED RIGHT-OF-WAY DEDICATION; THENCE SOUTH 00 DEGREES 07 MINUTES 33 SECONDS EAST A DISTANCE OF 41.63 FEET; THENCE SOUTH 38 DEGREES 38 SECONDS 35 MINUTES A DISTANCE OF 38.91 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 30 SECONDS A DISTANCE OF 128.56 FEET; THENCE NORTH 56 DEGREES 37 MINUTES 28 SECONDS EAST A DISTANCE OF 94.75 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY (CURVE DATA: RADIUS = 133.00 FEET; DELTA ANGLE = 33 DEGREES 57 MINUTES 46 SECONDS; CHORD BEARING AND DISTANCE = NORTH 73 DEGREES 24 MINUTES 42 SECONDS EAST, 76.82 FEET) AN ARC DISTANCE OF 77.93 FEET BACK TO THE POINT OF BEGINNING.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Mighty Fine Coffee/127 14th St NW -
Comprehensive Plan Amendment; Zoning Map
Amendment; Preliminary Plat; Final Plat;
Variance(s); Conditional Use Permit

Background:

Mr. Steve Underdahl, on behalf of Nathaniel Cunnigham (Applicant) and Jordan Brennan and Jessica Swink (Property Owners & Applicants), requests approval of a Comprehensive Plan Amendment, Zoning Map Amendment, Preliminary Plat and Final Plat, Conditional Use Permit(s) and Variance(s) for redeveloping and combining two parcels. The applicants and property owners intend to establish a coffee shop and drive-through with onsite coffee roasting at 123 & 127 14th St NW.

The comprehensive plan amendment requests changing both the subject parcels from Established Residential Neighborhood to Commercial/Residential Mixed Use. The Zoning Map Amendment proposes rezoning both parcels from C-1, Neighborhood Commercial to C-2, Highway Commercial. The preliminary and final plats proposed combining the lots into one, making all the proposed uses on one parcel. The Conditional Use Permits (CUP) are required to allow a drive-through in C-2 and within the Shoreland Overlay District (part of the 1,000-foot buffer from Mill Pond, or the Cannon River Reservoir). In order to make the site work for the proposed use, the development needs four variances: for developing a property with less than the required amount of lot area; impervious surface coverage within Shoreland; parking area setbacks; and fewer stacking spaces than required for a drive-through.

Staff worked with the applicant for a year before the applicant applied for the requested approvals. The DRC affirmed support for the project through meetings in April and early May. Staff support the comprehensive plan and zoning map amendments as the subject property is on two minor arterial

roads. Placing commercial at the corner to serve the nearby neighborhood and primarily industrial intersection will be a benefit to the city and neighbors. The preliminary and final plats meet all criteria, and staff recommends approval. Staff support the CUP requests with conditions that minimize the impact on adjoining residential properties. Regarding the variances, staff support all four variances with the general understanding that this street corner is historically commercial, both properties were at one time fully developed, and the impervious surface request has support from the DNR. More details on the criteria and findings may be found in each of the associated resolutions and the zoning map amendment ordinance.

At the public hearing during the May 19th Planning Commission meeting, several members of the public, including neighbors to the property, voiced support for the proposals and welcomed both the amenity and the business itself to the neighborhood. Planning Commissioners generally supported the project and asked questions about traffic, safety, screening, and compatibility with the neighborhood. The first two resolutions received unanimous support from the Planning Commission. The zoning map amendment ordinance and the other resolutions received 6–1 votes. The dissenting vote was by Commissioner White, who had concerns over the traffic impact and cars stacking onto 14th St NW.

Due to procedural requirements, staff recommends the City Council review and make a motion on each corresponding item as ordered on the agenda.

Recommendation:

Approve the associated resolutions and the first reading of the ordinance.

Attachments:

1. P&Z Report to PC
2. Engineering Report to PC



Staff Report to the Planning Commission

TO: Planning Commission
THRU: Harry Davis, City Planning Manager
FROM: Leslie McGillivray-Rivas, Planner I
MEETING DATE: May 19, 2025
SUBJECT: Mighty Fine Coffee/123 & 127 14th St. NW-
Comprehensive Plan Amendment, Zoning Map
Amendment, Preliminary and Final Plat, CUP, and
Variances.

Request:	Applicant requests a comprehensive plan amendment, zoning map amendment, preliminary and final plat, CUP, and variances to permit construction of a drive-through coffee shop and roastery in C-2 and within Shoreland.
Recommendation:	The DRC and City Planning Manager recommend approval of the applications.
Recommended Motion:	See the chart at the end of this report for the correct and complete sequence of approvals. Criteria and findings for each application may be found in their associated draft resolutions and ordinance documents.

Request:

Mr. Steve Underdahl on behalf of Nathaniel Cunnigham (Applicant) and Jordan Brennan and Jessica Swink (Property Owners & Applicants) requests approval of a Comprehensive Plan Amendment, Zoning Map Amendment, Preliminary Plat and Final Plat, Conditional Use Permit(s) and Variance(s) seeking approval to redevelopment two parcels. The applicants and property owners intend to establish a coffee shop with a drive-through with onsite coffee roasting at 123 & 127 14th St NW. The parcels together contain approximately .37 acres of land.

Background:

The site contains two properties; one being a former laundry/dog wash

facility and the second is vacant due to the removal of a single-family residential dwelling. The former residential parcel was rezoned from R-2 Low Density Residential to C-1 Neighborhood Commercial District in 2017. In 2024, the current property owners of both parcels and business partner contacted staff to discuss their aspiration to place a coffee shop, coffee roastery and drive-through upon the properties. Through multiple discussions and conceptual plan reviews with staff, it has been found that the proposed project is difficult to program on the site to meet all requirements of both the applicant's business needs and the city's performance standards. Further, but not specific to this application, staff has been approached by several parties interested in the properties who have not pursued their projects due to the challenges of redevelopment

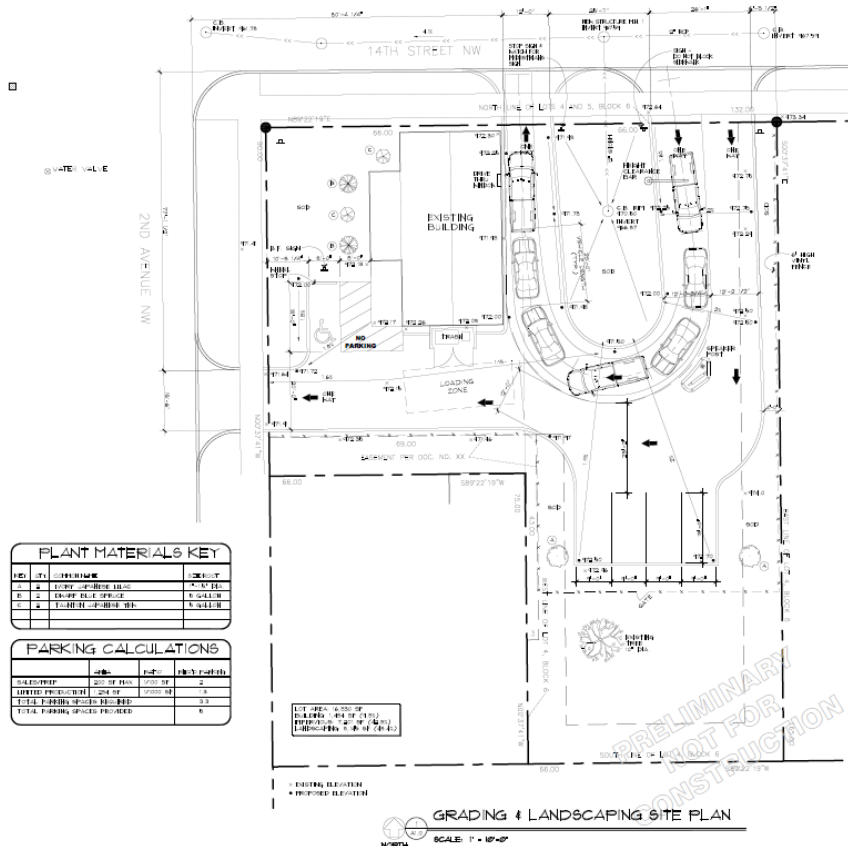
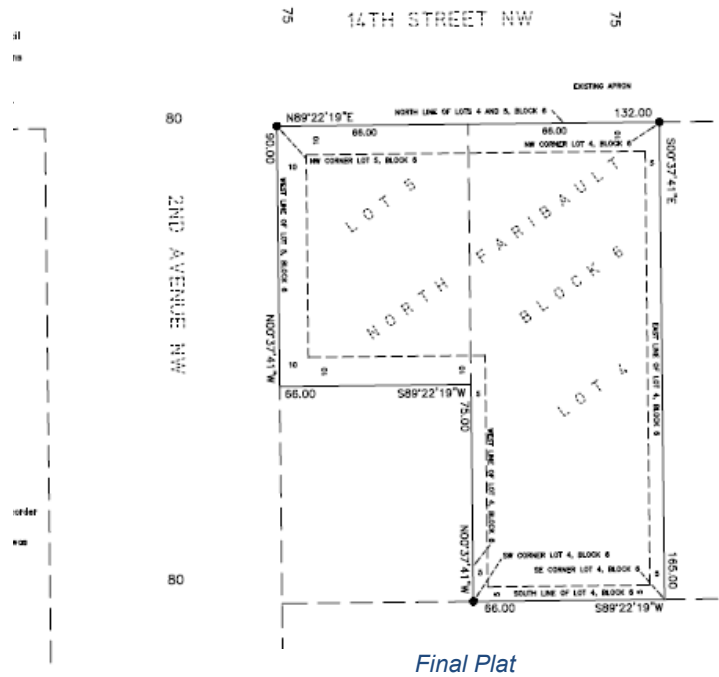


Location Map

Project Description and Request:

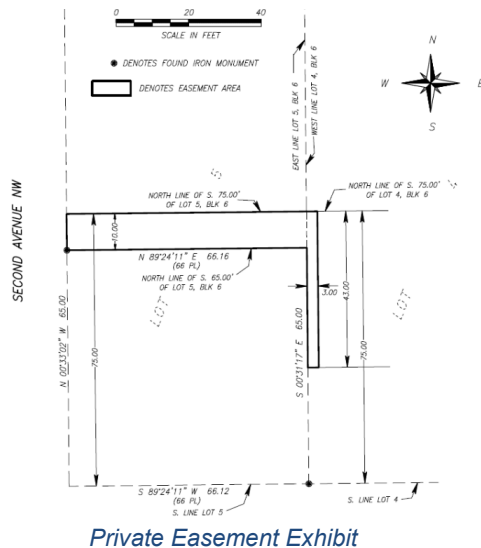
The request by the applicant seeks multiple approvals for the purpose of redeveloping the properties for a coffee shop and roastery with a drive through. By utilizing the existing structure and assembling two properties, the applicant has provided a project site plan to demonstrate there is adequate programmable land area for vehicular circulation, the drive-through, parking spaces, a loading area, a trash enclosure, landscaping, and required stormwater management. The plan also requests relief from some standards within the zoning requirements making it necessary to

submit the accompanying variances application to fulfill the project redevelopment goals.



Site Plan

An additional element beyond the city's ordinances and performance standards which restricts the full use of the limited land area is a private easement agreement granted to the property owner of the adjoining residential property owner of 1329 2nd Ave NW. The recorded agreement was provided by the applicant and is attached as an exhibit.



The language within the agreement specifies the following:

Private Easement Description: An exclusive easement for the purposes of ingress and egress, parking/storage, green space and personal use, and for the placement maintenance of a garage, over, under and across the North 10.00 feet of the south 75.00 feet of Lot 5, Block 6 and the North 43.00 feet of the South 75.00 feet of the West 3.0 feet of Lot 4, Block 6, North Faribault, Rice county, Minnesota, according to the recorded plat thereof.

Discussion:

While the applicant's proposal is found to conflict with official maps and certain aspects of the City of Faribault's Unified Development Ordinance, Staff are of the opinion that the proposal and redevelopment of the properties are appropriate. Applications for consideration with staff review and recommendations are as follows:

Action Item 1. Comprehensive Plan Amendment: Both parcels under review are currently guided in the 2040 Comprehensive Plan as an Established Residential Neighborhood. Applicants have requested the land use designation change to align with the current proposal to a Commercial/Residential Mixed Use. Staff recommend approval for this proposed Comprehensive Plan Amendment based on findings found in the attached resolution.

Action Item 2. Variances for Lot Area and Impervious Surface: Several variances are required to enable the redevelopment of the applicant's proposal. Two of these variances submitted for consideration are needed and recommended by staff to be approved prior to other regulatory approvals and upon approval of the amendment to the Comprehensive Plan.

Table 1 – Requests Table

Variance Issue	Requirement	Proposed	Variance
Lot area smaller than minimum (Sec 11-100, Table 11-2)	20,000 square feet	16,830 square feet	3,170 square feet
Impervious surface exceeds maximum (Sec 13-700(5))	25% maximum impervious surface coverage (4,208 square feet)	52% (8,685 sq. ft.)	4,477 square feet

Staff recognized that as a redevelopment site, there is a limitation to available land area to assemble to meet the minimum standard. Thus, it is reasonable to support the variance request to program the site for an allowed commercial use which will serve the community.

The entirety of the project resides within the Shoreland Overlay District. In view of the site plan provided by the applicant and in staff review of historical aerial photos, the pre and post development impervious surface quantifications are found as follows:

Table 2 - Impervious Surface Table

	127 14 th St NW	123 14 th St NW	Existing or Pre existing	Proposed
Structure(s) (Residence/Business)	1,484 sq. ft.	Former Res.* 918 sq. ft.		1,484 sq. ft.
		Encroachment Res.132 sq. ft.		
Impervious Surfaces (Parking and Driving Surfaces)	1834 sq. ft	1,738 sq. ft.		7,201 sq. ft.
	414 sq. ft.			
Sum Impervious Surface	3,732 sq. ft.	2,656 sq. ft.		8,685 sq. ft.
Total Lot Area	5,940 sq. ft.	10,830 sq. ft.		16,830 sq. ft.
% of Impervious Surface	63% of Lot Area	25% of Lot Area	38%	52% (increase of 14%)

Because impervious surfaces exceed 25%, the variance is needed and supported by staff. Some of the comments from the DNR Area Hydrologist is the following in italics. The response from the applicant is in blue

Generally, the department does not recommend issuing variance that makes existing non-conforming lots more non-conforming per local/state ordinance. With that said each site is different and presents challenges and this one is no different. I have reviewed the submitted information and offer the following comments/questions/recommendations.

1. *The proposal includes adding additional impervious area to reach an approximate 67% lot coverage, a ~25% increase over existing. What was looked at for mitigation?*
 - i. Applicant Response: The site will have 52% impervious surface coverage. The south portion of the property will be undisturbed retaining the existing turf which will allow for infiltration of runoff from adjacent properties to the south & east.
2. *The application mentions that there will be a small retention pond installed to capture surface water. What percentage of water from the site will this pond capture?*
 - ii. Applicant Response: The intention of the pond is to allow for infiltration, filtration & rate control. Underlying soils are granular & should provide for infiltration, reducing the volume of storm water leaving the site. The storm water basin will discharge excess stormwater to the city's storm water collection system after infiltration with rate control & filtration BMP.
3. *How was the pond sized? Will the pond outlet into the existing city storm sewer system (dry pond) or is the pond landlocked limiting storage for future rain events-holding water limiting storage?*
 - iii. Applicant Response: Civil plans & modeling are in process and will be submitted with building permit/grading permit.

The applicant was provided with information and direction from the City Engineer to address the comments of the DNR Hydrologist and provided guidance to meet the requirements of the City engineering standards.

Action Item 3. Zoning Map Amendment:

The applicant proposed to amend the existing zoning district of C-1 Neighborhood Commercial District to the C-2 Highway Commercial District.

While the purpose of the C-1 zoning district does align with the definition of being local centers for convenience or service outlets, in close proximity to residences and be a harmonious part of the residential neighborhood. This site's location along a divide between light industrial and an established residential neighborhood and being a transit route supports the change to C-2. The C-2 Highway Commercial District provides for a wide range of vehicle-oriented commercial uses. The proposed drive through component of the coffee shop business is allowed in the C-2 district only through the conditional use process as shown in Table 11-1. Principal uses in the commercial districts.

Action Item 4. Preliminary and Final Plat (combined approval)

The existing two lots are required to be combined into one parcel by way of Chapter 15.- Subdivision Regulations which provides for the orderly, economic and safe development of land and urban services and facilities. The requirements allow flexibility in the design of subdivisions.

The minor subdivision process to combine the lots will serve to forward the goals to redevelop the property and to allow development to occur in an orderly manner. The supplementary information required with the preliminary and Final Plat will be addressed by way of additional permits required with the city for site grading and draining with the cities engineer, building permitting and as any additional measures of compliance as required which will be spelled out in a detailed development agreement, should the applications be approved by the City Council.

Review of the submitted Final Plat drawing and the site plan illustration requires a consent to plat to be granted by the owners of 1329 2nd Avenue NW. Due to existing structures on both parcels, dedication of utility easements will have exception areas. A requirement will be established in the development agreement memorializing if any of the existing structures should be removed from the property, the exception areas be dedicated to the city for the purposes of fulfilling the drainage and utility easement requirement.

Action Item 5. Variance(s):

Table 3 – Requests Table

Variance Issue	Requirement	Proposed	Variance
Parking setbacks less than minimum (Sec. 11-100)	10 feet from property line	4 feet	6 feet
Drive-thru stacking spaces less than required (Sec. 8-270)	4 spaces from the window, 4 spaces from the order board	3 spaces from the order board	1 space from order board

The applicant has provided a site plan which demonstrates a good faith effort to comply to this requirement while considering the site constraints. Additional signage was requested by staff to caution customers as they exit the drive-up window. This is to watch for pedestrians who may be walking on the adjoining sidewalk. Sign locations are shown on the proposed site plan. Staff support these requests.

Action Item 6. Conditional Use Permit(s)

A Conditional Use Permit (CUP) is required in conjunction with the proposal to allow a drive-through in C-2 and within the Shoreland Overlay District. The applicant has provided a site plan which demonstrates a drive-through with menu board with egress and exit by way of two separate curb cuts on 14th Street NW. Section 4-70 provides the following requirement: (E) Drive-through facilities. Drive-through facilities, where permitted in the applicable zoning district, are permitted when the resulting traffic patterns are safe, easily understood, and provide sufficient stacking space based on the requirements shown in Section 8-270. Drive-through windows should be placed on an elevation that does not face a public street. Loudspeakers should be so directed to avoid the creation of a nuisance for adjacent properties.

The applicant has provided the following:

- i. Drive Through Windows: The proposed placement of the service window shows it does not face the public street.
- ii. Menu Board Loudspeakers: The proposed location of the loudspeakers are not directed towards adjacent residential property. There will be a 6' fence located along the eastern property line which will serve to deflect some of the sound transference from customer interaction.
- iii. Hours of Operation: Core Business hours are 6 AM and 8 PM. To

allow for any seasonal or business needs, the business will operate no earlier than 5 AM in the morning and no later than 10 PM at night.

Development Review Committee Recommendation. The City's Development Review Committee (DRC) reviewed the proposed CUP and variances on April 1, 2025. The DRC recommended the applicant revise the site plan and provide additional content on the submittal documents. This have been provided to the applicant. The applicant provided revised drawings on May 13, 2025. The updated drawings are provided within this staff report and attached to the accompanying resolutions as exhibits where appropriate.

Engineering- The City engineer provided a memo regarding platting and engineering requirements to assist in guiding the applicant to meet city standards. Necessary permits will be required by the applicant as part of the project approval prior to construction.

Building Inspections-Upon request, the applicant has provided an interior space plan for preliminary review. This drawing assisted in verifying quantification of proposed parking, location of ADA parking, entrances to the existing structure and location of the drive up window. The applicant will be required to secure any applicable building permits required as part of this project prior to the start of construction.

Public Comment. City Staff received no public comment prior to publishing this report. Notification for this item was published in the paper on May 8, 2025, and letters sent to property owners within 350 feet of the properties.

Requests Table Summary

(Please refer to the Staff Recommendation column for actions which are to be approved in order and those which are linked as a single resolution)

Application	Existing	Proposed	Staff Recommendation
Comprehensive Plan Amendment	Established Residential Neighborhood	Commercial/Residential Mixed Use.	Approve-Action Item 1.
Zoning Map Amendment	C-1 Neighborhood Commercial	C-2 Highway Commercial.	Approve Action Item 3.
Preliminary & Final Plat	2 Lots	Minor subdivision-creation of (1) One Lot	Approve subject to Conditions-Action Item 4.
CUP	Requirement	Proposed	
C-2 Highway Commercial District	CUP required for a a drive-though	Application submitted	Approve subject to Conditions Action Item 6.
Shoreland Overlay District.	CUP required for a a drive-thru	Application submitted	Approve subject to Conditions Action Item 6.
Variance	Requirement	Proposed	Variance
Less than the required 20,000 sf. ft. lot area in the C-2 Commercial Zoning District.	Chapter 11. Commercial Districts, Section 11- Lot dimension and setback requirements in commercial districts, Table 11-2. Minimum lot area (sf. ft.) 20,000.	Existing Platted Lands	Approve subject to Conditions-Action Item 2.
Impervious surface area greater than 25%.	Chapter 13. Article 6., Section 13-700 Stormwater Management District (5) Impervious surface coverage of lots must not exceed twenty-five (25) percent of the lot area.	Increase in Impervious surface above 25% for undeveloped portions of the site. Existing Imperious surfaces are estimated to be 38%. Full development will create an impervious surface total of approximately 52%.	Approve subject to Conditions Action Item 2.
<i>(table continues on next page)</i>			

Variance	Requirement	Proposed	Variance
Less than required 10' setback for off-street parking and loading areas.	Chapter 11. Commercial Districts, Section 11-100. Lot dimension and building bulk regulations. Table 11-2. Lot dimension and setback requirements in the commercial districts.	Eastern Property Boundary: +/- 4'	Approve subject to Conditions- Action Item 5.
Reduction of the minimum number of stacking spaces for drive-through restaurants.	Chapter 13. Article 8, Sec. 8-270. - Drive-in and drive-through stacking requirements, Table 8-4.	The site plan will be required to show no less than 3 cars stacking before the menu board and pick up window.	Approve subject to Conditions Action Item 5.

Recommendation:

The DRC and City Planning Manager recommend approvals for all applications and have provided resolutions supporting each.

It is recommended that the Planning Commission approve in the following sequence based on the staff findings and conditions outlined within the attached resolutions.

Planning and Zoning Commission is further recommended to take action in a sequential manner for individual application or those bundled as presented in the attached staff report as "Action Items".



Engineering Department Memorandum

TO: Leslie McGillivray-Rivas, Planner

CC: David Wanberg, Comm. and Econ. Development Director

FROM: Mark DuChene, City Engineer

DATE: May 7, 2025

SUBJECT: Mighty Fine Coffee Comprehensive Plan Amendment, Rezoning, Preliminary Plat, Final Plat, Conditional Use Permit & Variance

BACKGROUND

Jordan Brennan on behalf of Mighty Fine Coffee, the developer, has submitted a comprehensive plan amendment, rezoning, preliminary plat, final plat, conditional use permit and variance applications. The site is located in the NE ¼ of Section 30 Township 110, Range 20W whose parent parcels are Lots 4 & 5, Block 6 NORTH FARIBAULT. The site is adjacent to 14th Street NW to the north, 2nd Avenue to the west, and residential property to the south and east.

The proposed subdivision is located on land that is currently guided for established residential neighborhood and zoned C-1 Neighborhood Commercial. The Developer is requesting a comprehensive plan amendment to change the planned use to commercial/residential mixed use and rezone the property to C-2 Highway Commercial. The proposed improvements include the redevelopment of an existing commercial use building to a coffee shop and related site improvements. The Engineering Department supports the comprehensive plan amendment and rezoning requests.

Conditional Use Permit

A conditional use permit is required for the proposed use and is also required since the entire site is within the City's shoreland overlay district due to its proximity to the Cannon River. All proposed improvements must meet the requirements of the City's shoreland overlay district and comments received from the MN DNR must be adequately addressed.

There are no proposed public improvements.

The proposed development will be completed by:

Owner/Developer:	Mighty Fine Coffee
Surveyor/Engineer:	PTS Land Services Inc./TBD

PLAT

Developer has submitted a preliminary and final plat for MIGHTY FINE COFEE ADDITION. The preliminary and final plat contains one (1) lot for commercial development.

The areas within the plat include:

Lot 1	0.39 acres	(16,830 sf)
Total	0.39 acres	(16,830sf)

Current title work has been reviewed and will be subject to the review of the City and City Attorney's office.

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

SITE CONDITIONS

The existing site contains approximately 1.74 acres of land that was previously redeveloped in the recent past for the construction of the existing auto body shop. The site is relatively flat and generally drains from west to east.

EASEMENTS

Existing Easements

- There is an existing easement agreement between the subject parcel and the adjacent parcel to the south for an existing encroachment from the south parcel onto the adjacent parcel. This document (recorded at Rice County) as document A764833 grants the adjacent parcel rights to occupy and utilize a portion of the subject parcel. This easement agreement is a private agreement between two parties of which the City is not a part of and appears to allow encroachments that violate existing City zoning codes. The easement agreement should be reviewed by the City Attorney for applicability and enforcement of existing zoning codes and consideration of the adjacent parcel party being part of the plat and conveying the encroachment area as part of the plat should be considered.

Proposed Easements

The proposed plat should be updated to include perimeter drainage and utility easements as required by City code and at a minimum should include a ten (10) foot easement adjacent to 2nd Avenue NW and 14th Street NW except for where the existing subject parcel building encroaches. Additionally five (5) foot easements should be included along the remaining plat boundaries where adjacent to existing residential lots. The City Attorney shall advise on the applicability of the required platted easements in regards to the private easement agreement and the need for a consent to plat from the adjacent property owner.

STREET AND SITE LAYOUT

No public street improvements are planned as part of the subdivision.

2nd Avenue NW

The site is east of and adjacent to 2nd Avenue NW a minor arterial south of 20th Street NW and a principal arterial north of 20th Street NW. 2nd Avenue NW is constructed as a 44-foot wide, two-lane urban roadway and is within a 80-foot right-of-way. There is currently sidewalk on both sides of 2nd Avenue NW. There is an existing access to the subject parcel from 2nd Avenue near the southern property line. No alterations to this access location shall be made without approval from the City Engineer.

14th Street NW

The site is south of and adjacent to 14th Street NW, a local roadway. 14th Street NW is constructed as a 40-foot wide, urban roadway and is within a 75-foot right-of-way with a shared left/thru lane and a dedicated right turn lane on the westbound approach of 14th Street NW to 2nd Avenue NW. There is currently sidewalk on the south side of 14th Street NW. The site plan indicates two driveway openings on 14th Street NW to serve the proposed development being one-way driveways with an entrance and exist driveway for the drive-thru services. Final driveway locations and designs shall be subject to the review and approval of the City Engineer and must be constructed according to City standards. Consideration may be warranted in the future to sign 14th Street NW with no parking adjacent to the subject plat if traffic patterns and site line issues arise.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The development is located within the Canon River (Just Below Dam M-048) district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the adjacent streets which eventually connect to existing storm sewer systems that ultimately discharge to the Cannon River to the north.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The entire subject parcel is within the shoreland overlay district and the submitted site plans indicate that impervious coverage will exceed the maximum allowed 25%. Per the shoreland overlay district requirements, impervious coverage up to 70% may be allowed with additional stormwater management requirements. Developer shall submit as part of the stormwater

management report what alternatives were considered to limit the impervious surface coverage and respond to other comments provided by the MN DNR.

The proposed site improvements shall be reviewed as part of the site plan and building permit. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans.

Any proposed stormwater basin(s) will be private, and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit, and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

UTILITIES

The existing site is currently served by City water and sewer from services extended into the site from mains located in the adjacent public streets and existing utilities have sufficient capacity to serve the proposed development.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access through the existing site.

RECOMMENDATION

Engineering recommends approval of the Preliminary Plat, Final Plat, Conditional Use Permit & Easement Vacation, subject to the comments within this report and the following:

- Developer shall submit a stormwater management report and stormwater treatment design to be in conformance with the City's MS4 Permit, 2022

Surface Water Management Plan (including the Developer's Guide for Stormwater Management) and the City's Shoreland Overlay District stormwater management requirements.

- Current title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.
- Final site plan review and approval shall be subject to City Engineer review and comments to verify compliance with City requirements.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-132 Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 2nd Ave NW and 14th St NW for Commercial/Residential Mixed Use

Background:

See the main agenda item.

Recommendation:

Approve Resolution 2025-132

Attachments:

1. Resolution 2025-132 Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 2nd Ave NW and 14th St NW

CITY OF FARIBAULT

RESOLUTION #2025-132

APPROVE A COMPREHENSIVE PLAN AMENDMENT TO GUIDE CERTAIN PROPERTY AT THE CORNER OF 2ND AVE NW AND 14TH ST NW FOR COMMERCIAL/RESIDENTIAL MIXED USE

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants), request approval of a Comprehensive Plan Amendment to change the guided land use from "Established Residential Neighborhood" to "Commercial/Residential Mixed Use" at the southeast corner of 2nd Avenue NW and 14th Street NW (the "Property"), legally described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the Applicant proposes to develop a walk-up and drive-up coffee shop on the Property; and

WHEREAS, the City's Journey to 2040 Comprehensive Plan currently guides the Property for "Established Residential Neighborhood," which envisions neighborhood commercial uses in key neighborhood areas, such as the subject Property; and

WHEREAS, the Applicant's proposed coffee shop includes a drive-up window, which City Staff determined is more appropriate on property guided for "Commercial/Residential Mixed Use" rather than "Established Residential Neighborhood;" and

WHEREAS, City Staff prepared and presented a report to the Planning Commission and recommended approval of the Applicant's Comprehensive Plan Amendment request to guide the Property for "Commercial/Residential Mixed Use;" and

WHEREAS, after proper public notice, the Planning Commission held a public hearing on May 19, 2025, to consider the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's Comprehensive Plan Amendment request to guide the Property for "Commercial/Residential Mixed Use" based on the following findings:

1. *The Comprehensive Plan Amendment review and approval process provided adequate opportunity for public review and comment. The City published a public hearing notice in the local newspaper and mailed public hearing notices to all property owners within 350 feet of the Property.*
2. *Approval of the requested Comprehensive Plan Amendment is in the best interest of the community's health, safety, and welfare based on the following:*
 - A. *Second Avenue NW and 14th Street NW are minor arterial roads serving the Property. It is appropriate to guide property at the intersection of two minor arterial roads for "Commercial/Residential Mixed Use."*
 - B. *Historically, part of the Property accommodated commercial uses. Guiding the Property for "Commercial/Residential Mixed Use" provides an opportunity to enhance commercial use of the Property for the benefit of the residents and employees in the area.*
 - C. *Industrial properties are to the north and west of the Property. Guiding the Property for "Commercial/Residential Mixed Use" provides an appropriate transition between the industrial and residential uses.*
3. *The existing infrastructure supporting the Property, including sanitary sewer, stormwater, water, and roads, is suitable for the proposed "Commercial/Residential Mixed Use" designation; and*

WHEREAS, the City Council held a public meeting on May 27, 2025, to consider the Applicant's Comprehensive Plan Amendment request; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council concurs with the written findings of the Planning Commission and hereby makes identical findings.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1: Incorporation of recitals and exhibits. The applicable

recitals and exhibits in this Resolution constitute the written findings of the City Council.

Section 2: Approval of the requested Comprehensive Plan Amendment. The City Council hereby amends the Journey to 2040 Comprehensive Plan to change the guided land use from “Established Residential Neighborhood” to “Commercial/Residential Mixed Use” for the Property legally described and depicted in Exhibit A and Exhibit B of this Resolution.

Section 3: Publication of the Comprehensive Plan Amendment. The City’s Community and Economic Development Department must update the City’s official Land Use Plan and the digital form of the Land Use Plan on file in the Department to reflect the Comprehensive Plan Amendment. However, the City need not republish the Comprehensive Plan.

Section 4: Authorization to take additional steps. The City Council authorizes and directs the Mayor, City Staff, and City Consultants to take any additional steps and actions necessary and convenient to accomplish the intent of this Resolution.

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

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Legal Description of the Property

Parcel A:

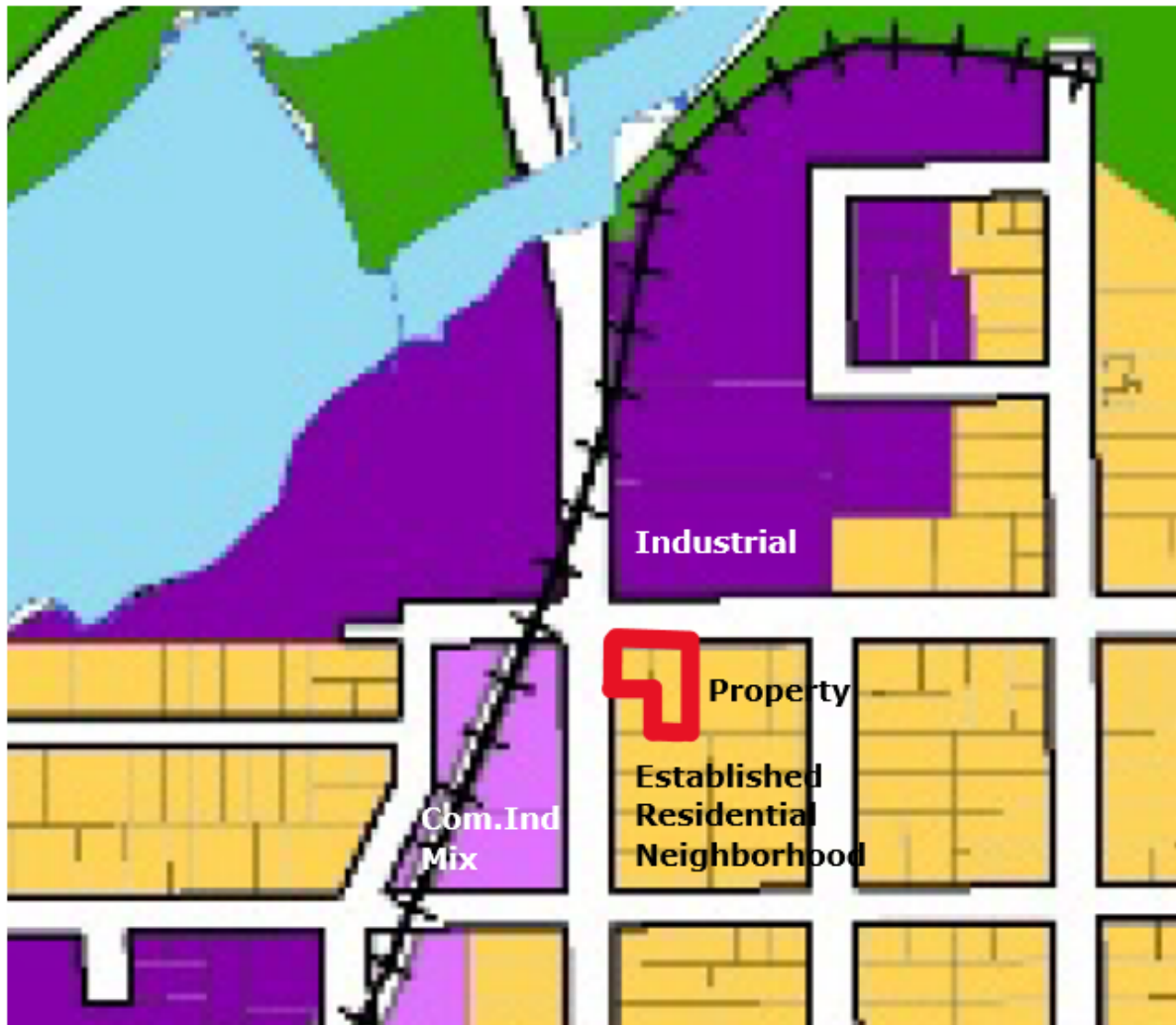
All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

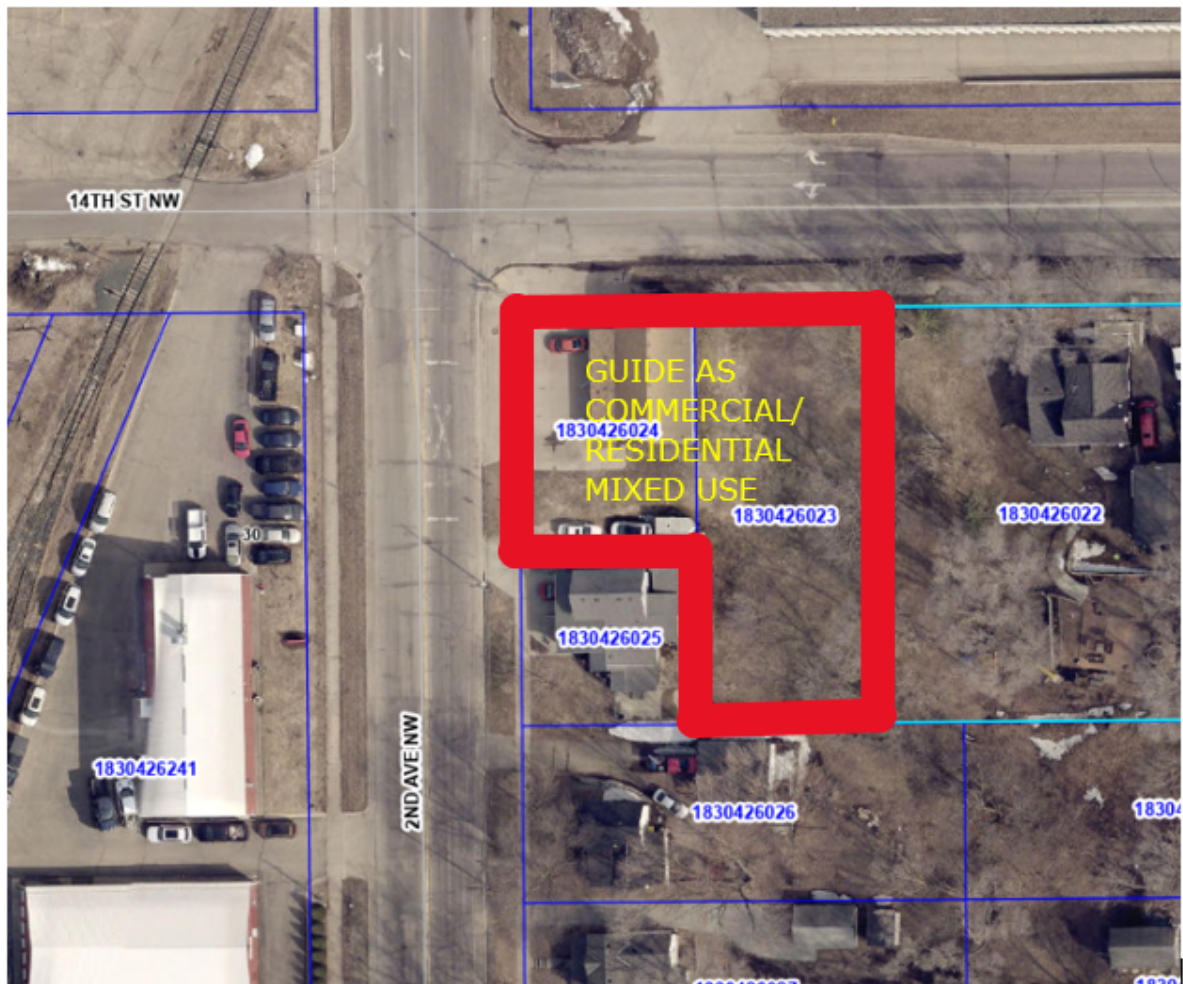
Abstract Property

Exhibit B
Depiction of the Property Showing Current Land Use Plan and
Proposed Amendment to the Land Use Plan



Current Land Use Plan for the Property: Established Residential Neighborhood

(Continued on the following page)



Amend the Comprehensive Plan's Land Use Plan to Guide the Property for Commercial/Residential Mixed Use



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-133 Approve Variances for Lot Area and Impervious Surface Coverage at 127 and 123 14th St NW

Background:

See the main agenda item.

Recommendation:

Approve Resolution 2025-133

Attachments:

1. Resolution 2025-133 Approve Variances for Lot Area and Impervious Surface Coverage at 127 and 123 14th St NW

CITY OF FARIBAULT

RESOLUTION #2025-133

APPROVE VARIANCES FOR LOT AREA AND IMPERVIOUS SURFACE COVERAGE AT 127 AND 123 14TH ST NW

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants) request variances within properties located at the southeast corner of 2nd Avenue NW and 14th Street NW (the "Property"), legally described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the applicant proposes to develop a restaurant, primarily serving coffee, which has a drive-through on the Property; and

WHEREAS, under Appendix B (the Unified Development Ordinance [UDO]), Chapter 11. Commercial Districts, Article 1. Section 11-100 Lot dimension and bulk regulations. Table 11-2. Lot dimension and setback requirements in the commercial district. C-2- Highway Commercial Minimum lot area is 20,000 square feet. The proposed lot combination will create a single parcel of approximately 16,830 square feet; and

WHEREAS, under Appendix B (the UDO), Chapter 13. Article 6, Section 13-700 Stormwater Management District (6) Impervious surface coverage of lots must not exceed twenty-five (25) percent of the lot area proposed impervious surface coverage is 52% or 8,685 sq. ft., which is 4,477 sq. ft. greater than the minimum standard; and

WHEREAS, Appendix B UDO, Chapter 2, Article 9 Sec 2-420. Variances are intended to provide a means of departure from the literal requirements of this ordinance where strict adherence would cause practical difficulties because of unique circumstances related to the

property; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on May 19, 2024, following proper notice, held a public hearing regarding the requests; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the variances based on the following criteria and 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 request by the applicant for both a reduction in the minimum lot area being under 20,000 square feet and an allowance to exceed the maximum 25% impervious surface requirement is in harmony with the general purposes and intent of the City's ordinances. The lots are previously platted and developed parcels having either commercial or residential uses. The proposed activation of the future combined properties and site features retains the existing single-story structure and minimizes, to the best extent possible, additional impervious surfaces. The commercially used part of the subject properties is historically used as commercial, and on its own, is very deficient in terms of lot area. Adding additional property improves the existing nonconformity.

In terms of the Shoreland requirements for a maximum of 25% impervious coverage, this requirement applies better for areas that are on a city periphery or in undeveloped or underdeveloped locations. For the specific subject properties, there either were or currently are improved with structures that are also in the middle of the city surrounded on all four sides by development. To limit the subject properties to a maximum of 25% would be unreasonable compared to the use and enjoyment experienced on neighboring properties.

2. The variance is consistent with the Comprehensive Plan.

Finding: Resolution 2025-132 re-guides the subject properties to Commercial/Residential Mixed Use. The nature of the proposal for a modestly scaled neighborhood commercial is in alignment with the Comprehensive Plan. In the Journey to 2040: Comprehensive Plan adopted on September 22, 2020, some of the Core Guiding Principles which support this application include:

"Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations and services to succeed." And " ...Ensure that community plans, ordinances, and services are in the best interest of the community and that they do not needlessly discourage or hinder others from succeeding in their endeavors to better their situation and the community."

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

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

Finding: The variances to allow both a greater percentage of impervious surface and allowing a lesser than 20,000 square foot combined parcel is not an unreasonable request in order to activate and program the site(s) for a commercial use due to the existing constraints and challenges of redevelopment.

Previous property owners and businesses have attempted to use this property and have failed to achieve a plan that adequately addresses code requirements. The current proposal addresses lot area limitations and impervious surface requirements while manifesting the historic and current designation as commercial property. The applicant is working closely with the City Engineer to ensure additional impervious

surface is addressed in on-site treatment systems so that the additional runoff does not impact nearby water bodies. One such measure is an on-site catch basin to capture surface water runoff. The applicants stated the intention of the basin is to allow for infiltration, filtration & rate control. Underlying soils are granular & should provide for infiltration, reducing the volume of storm water leaving the site. The stormwater basin will discharge excess stormwater to the city's stormwater collection system after infiltration with rate control and filtration through best management practices.

- 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 property is unique for having varying widths and depths within the existing platted parcels to be assembled. The properties are also at the intersection of two minor arterial roads. The land configuration and an existing slope on a portion of the properties further challenge the site planning aspect. These circumstances are not the result of the actions of the applicant and it is unreasonable for the applicant to buy the adjacent landowner to the south or southwest for their commercially-zoned land to adequately "square up" the property.

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

Finding: The request does not alter the essential character of the neighborhood. These properties were functioning in both a residential and commercial capacity. The reuse of the existing commercial structure is consistent with the prior commercial businesses. The portion of the site of a former residence that will incur a greater increase of impervious surface will be screened by way of a 6-foot privacy fence between residences

to the south and eastern property boundaries. The portion of the commercial lot adjacent to a residential property along 2nd Ave NW has in place a private easement agreement that allows parking to remain and precludes any additional screening.

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

Finding: Due to practical difficulties which exist as noted in earlier findings, the applicants' requests are the minimum necessary to alleviate both the combination of the lots into a serviceable land area and also the commercial business's inability to meet certain performance standards including the minimum lot size and impervious surface coverage in excess of 25%.

7. Economic conditions alone do not constitute practical difficulties.

Finding: The applicant has a practical difficulty apart from any economic concerns or conditions in redevelopment. The assemblage of the parcel and site design posed a difficult challenge to accomplish in a manner that supports all criteria. Redevelopment of two platted parcels on a corner lot for the applicant's proposal for a restaurant with a drive through have proven to have a reasonable arrangement of business elements on the subject property.

WHEREAS, the DNR generally does not recommend issuing variances that make existing non-conforming lots more non-conforming per local/state ordinances. There is acknowledgement by the DNR that this developed site presents challenges, and for those reasons, the DNR strongly supports the city requiring engineering practices that offer onsite stormwater management, which includes onsite detention, treatment, and provides for maintenance of the system design. In this way, the goal is to provide the best possible alternative accepted by the city that protects public waters; and

WHEREAS, the City Council, at a public meeting, on May 27, 2025, considered the request and concurred with all findings of the Planning

Commission and City Planning Manager 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: Approval of the Requested Variance. The City Council hereby approves the requested variance as stated in the third and fourth recitals of this Resolution from Chapter 11, Article 11, Sec 11-100 (Table 11-2), and Chapter 13, Article 6, sec. 13-700 of the City's Unified Development Ordinance. Said approval 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: Conditions of Approval. The variance is approved subject to conditions listed herein as authorized under Section 2-470 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The project must be substantially similar to what is depicted in Exhibit B and may not exceed the requested variance limits of approximately 3,170 square feet less than the 20,000 needed for lot area and 27% impervious surface coverage above the 25% maximum. If the Development Review Committee determines that the project is substantially different from what is approved in this Resolution, the applicant will need to submit for a new variance.

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

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

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A Property Description



Yellow Outline = Subject Property

Parcel A:

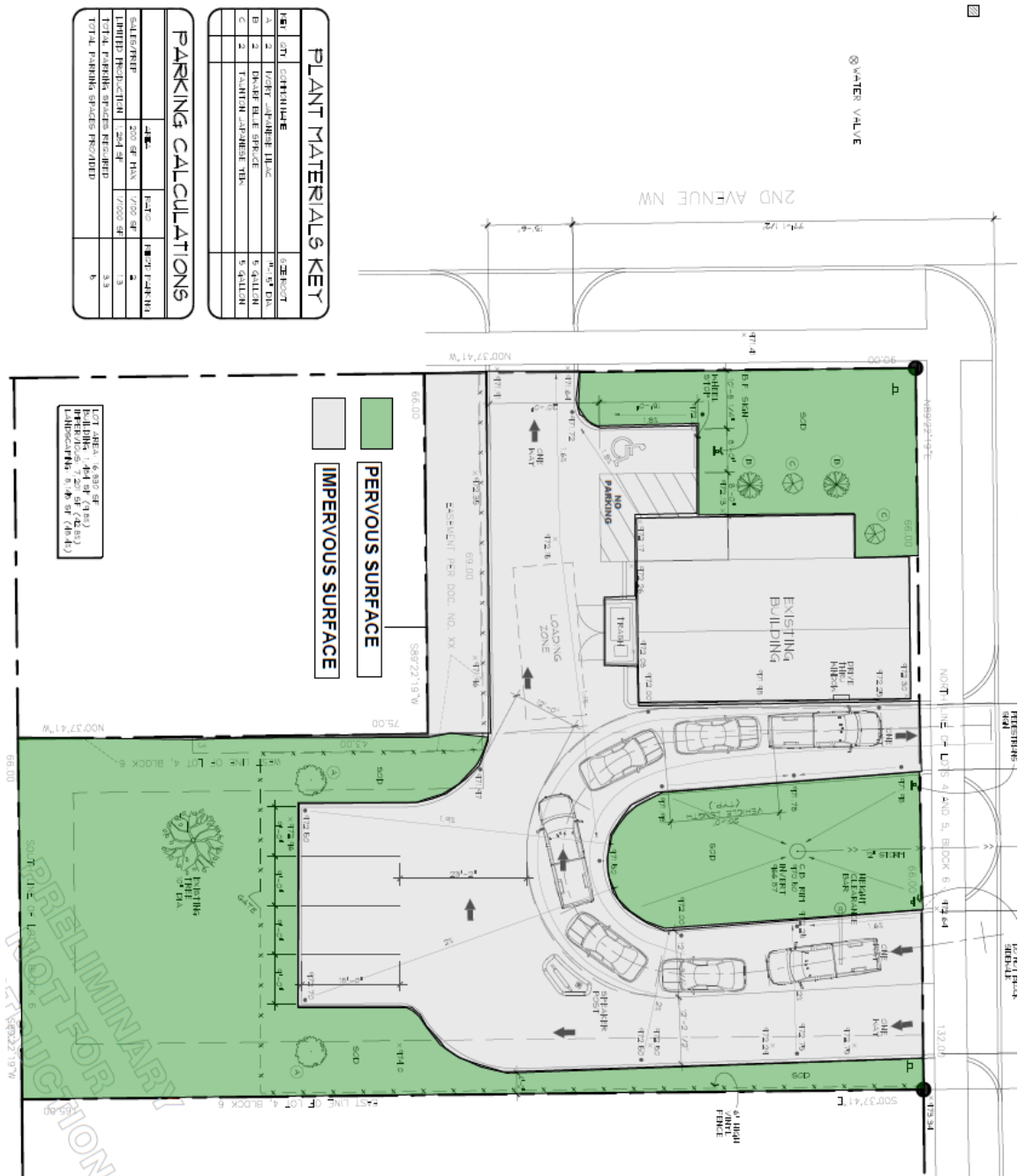
All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

Exhibit B Depiction of Variance



Green = Pervious; Grey = Impervious; In total 52% impervious surface proposed



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
MEETING DATE: May 27, 2025
SUBJECT: Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial (First Reading)

Background:

See main agenda item.

Recommendation:

Approve the first reading of Ordinance 2025-4

Attachments:

1. Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial

**CITY OF FARIBAULT
ORDINANCE No. 2025-4**

**APPROVE REZONING CERTAIN PROPERTIES AT THE CORNER OF 2ND AVE NW
AND 14TH ST NW TO C-2, HIGHWAY COMMERCIAL**

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants), request that the City Council rezone 127 14th St NW and 123 14th St NW from C-1, Neighborhood Commercial to C-2, Highway Commercial; and

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

WHEREAS, the City Council approved Resolution 2025-132 on May 27, 2025, which amended the City's comprehensive plan to guide the subject property for commercial/residential mixed use; and

WHEREAS, City Staff reviewed the Applicant's rezoning request, prepared a report to the Planning Commission, and made a recommendation to approve the Applicant's rezoning request; and

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the said request; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the subject property as requested by the Applicant based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

- 1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: Per Resolution 2025-132, the Land Use Plan guides the subject properties for commercial/residential mixed use, which is consistent with the proposed C-2, Highway Commercial zoning.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: It is in the public's best interest to ensure reasonable and logical use of the property. The property is currently zoned commercial, but allowing a higher commercial zoning will allow for business investment into a commercial property that has struggled otherwise to stay occupied and contributing to city amenities and tax base. Rezoning the property to a higher commercial zone will facilitate the investment needed to make the property viable for commercial operations.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The existing properties are zoned commercial and along minor arterials through the city, but one is unimproved, and the other previously used for a laundromat and pet care. The surrounding properties include existing industrial and residential uses. The current conditions of a major route through the city, mix of uses nearby, and the opportunity to provide an amenity for the neighborhood through the various uses allowed in C-2 make the rezoning compatible with the neighborhood and context.

4. Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The existing undeveloped and underused parcels included in this rezoning proposal are not the highest and best use of the land. Furthermore, the City has received a request for commercial development on the subject property.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: Many previous property owners have attempted to make use of these properties for other commercial uses and struggled. Elevating the commercial uses allowed on the properties will create more opportunities for current and future property owners to utilize the property and successfully carry out the intent for commercial evident in the current c-1 zoning. Therefore, rezoning the subject properties to C-2, Highway Commercial is appropriate.

WHEREAS, the City Council held a public meeting on May 27, 2025, to consider approval of the first reading of Ordinance 2025-XX; and

WHEREAS, the City Council also held a public meeting on June 10, 2025 to consider approval of the second reading of Ordinance 2025-XX; and

WHEREAS, based on the City Staff's report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. Where applicable, the recitals and exhibits incorporated in this ordinance constitute the written findings of the City Council.

Section 2: Rezoning Approval. The City Council hereby rezones the subject property legally described and graphically depicted in Exhibit A to C-2, Highway Commercial. The effective date of the rezoning shall be as outlined in Section 5 of this resolution.

Section 3: Official Zoning Map. The City does not need to republish the City's official zoning map to show the rezoning. However, the City Planner shall show the rezoning on the official zoning map on file with the City.

Section 4: Authorization to Take Additional Steps. The City Council authorizes and directs the Mayor, City Staff, and City Consultants to take any additional steps and actions necessary and convenient to accomplish the intent of this ordinance. Such additional steps may include an adjustment to the C-2, Highway Commercial zoning district boundary on the property based on a future final plat of the property.

Section 5: Effective Date. This ordinance is effective immediately upon its passage and publication per the City Charter.

Public Hearing:	May 19, 2025
First Reading:	May 27, 2025
Second Reading:	June 10, 2025
Publication Date:	June 17, 2025

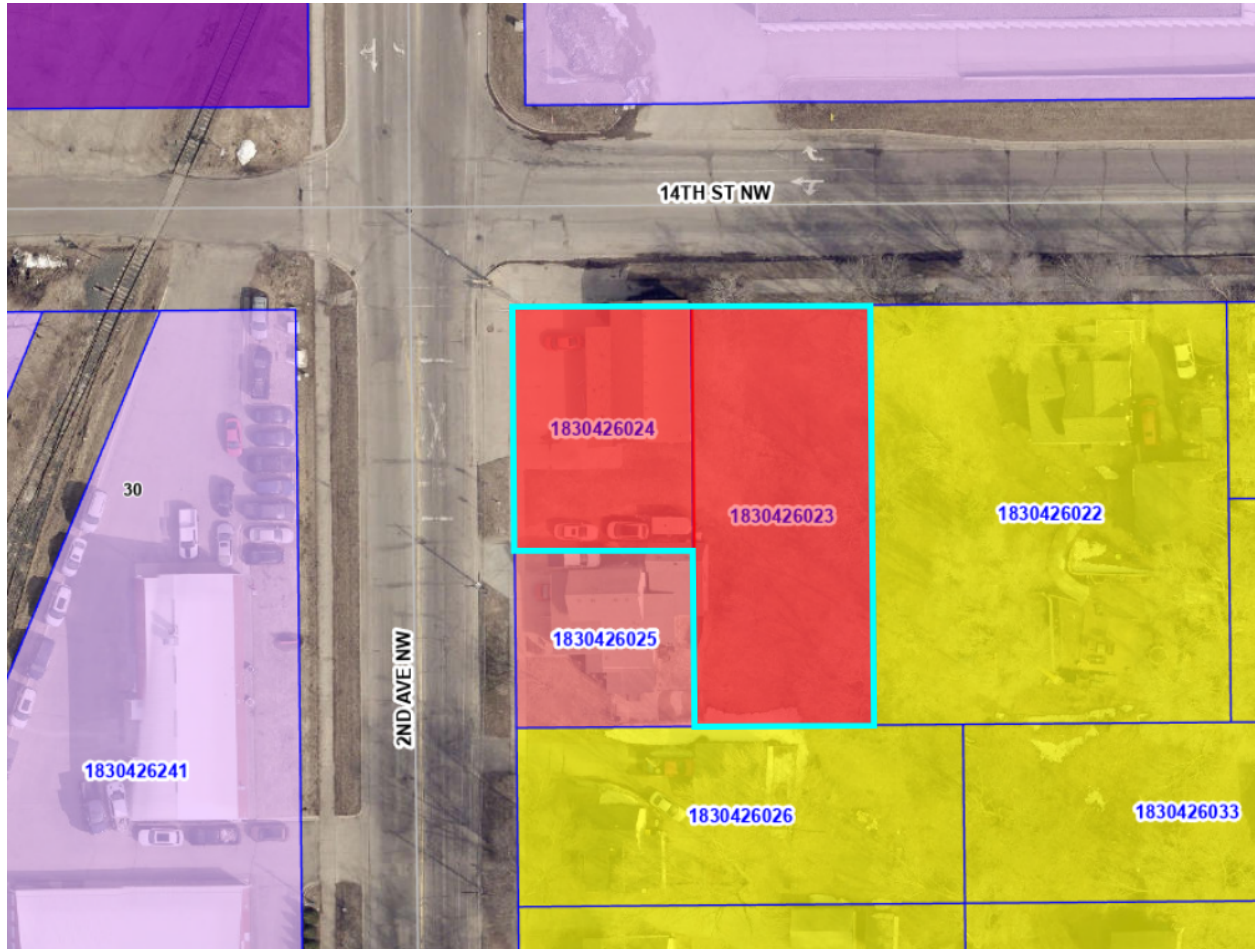
Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

**EXHIBIT A:
Depiction of Subject Property to be Rezoned
to C-2, Highway Commercial**



Area Outlined in Cyan = Rezoned from C-1 to C-2

Legal Description:

Lot 4, Block 6, NORTH FARIBAULT, AND ALSO, All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota, according to the plat thereof, on file and of record in the office of the County Recorder, Rice County, Minnesota.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-134 Approve the Preliminary and
Final Plats for Mighty Fine Coffee Addition

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-134

Attachments:

1. Resolution 2025-134 Approve the Preliminary and Final Plats for Mighty Fine Coffee Addition

CITY OF FARIBAULT

RESOLUTION #2025-134

APPROVE THE PRELIMINARY AND FINAL PLATS FOR MIGHTY FINE COFFEE ADDITION

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants), request preliminary and final plat approval to combine two lots into one, legally described in Exhibit A (the "Property"); and

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

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the applications, and following said public hearing, made written findings and recommended approval of the applications; and

WHEREAS, the City Council, on May 27, 2024, at a public meeting, considered the applications; and

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

- 1. Criteria: The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to**

acceptable rule exceptions.

Finding: The proposed preliminary plat is substantially consistent with UDO requirements within the C-2, Highway Commercial zoning district and subdivision platting requirements.

The proposed platted cumulative land area does not meet the requirement of the minimum lot area being 20,000 sq. ft. The applicant has applied for a variance from this standard, which is supported due to the limits of available land area for redevelopment. This variance is granted in Resolution 2025-133.

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

Finding: The City's Land Use Plan, following Resolution 2025-132, guides the subject property for commercial/residential mixed use. The proposed commercial use is consistent with this plan.

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

Finding: The preliminary plat provides for reasonable use of land intended for commercial development, based on sound planning and engineering principles. The project utilizes existing infrastructure and street frontages to accommodate an expanded commercial use.

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

Finding: The preliminary plat lot is consistent with the provisions of the City's Unified Development Ordinance. On-site stormwater management is proposed along with a proposed connection to the infrastructure on 14th Street NW. There are two new proposed curb-cut locations on 14th Street NW to facilitate the proposed entrance to the drive through and access to site parking.

A single curb cut will serve the exit from the site onto 2nd Avenue NW, narrowing the egress to one location along the property boundary.

5. Criteria: All submission requirements have been satisfied.

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

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

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

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

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

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

3. All submission requirements have been satisfied.

Finding: The proposed final plat adequately addresses the submission requirements outlined in the City's Unified Development Ordinance.

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

Section 1. Preliminary and Final Plat Approval. The City Council approves the preliminary and final plat for Mighty Fine Coffee Addition included in Exhibit B and Exhibit C, respectively, subject to the following conditions:

1. The Applicant/Property Owner must make the following changes regarding the final plat:
 - a. Name and address of owner and surveyor
 - b. Revision of dedication statement to comply with

- ordinance.
 - c. Put 'Jessica L. Kinser' for name under City Administrator signature line.
 - d. Notarized certification of surveyor.
 - e. Signatures from all owners and persons of interest, including mortgage holders.
2. Perimeter drainage and utility easements proposed on the plat do overlap with the existing building on the subject property. The applicant must enter into an encroachment agreement with the city to allow the existing building to stay within the dedicated easements.
 3. The Owner and City must enter into a Development Agreement the specifies the provisions of the development related to the plat.
 4. Under Sec 15-338(A), the applicant will not be required to dedicate parkland or pay fees in lieu of parkland dedication, as the impact of the expanded commercial property is less than the demolished residential home.
 5. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees, special assessments, and taxes.
 6. The plat must be recorded with the Rice County Recorder within 12 months following City Council approval or it shall be automatically deemed null and void, unless the City Council extends the deadline to record the plat.
 7. The Developer shall submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.
 8. Regarding the easement and encroachment by the adjoining property owner to the south and southwest, subject to City Staff approval, the owner must:
 - a. Dedicate the required 10-foot wide perimeter drainage and utility easements. The private easement holder must give consent to plat.
 - b. If the private easement holder will not consent to the plat, perimeter drainage and utility easements may be platted up to the private easement. At such time the encroachment onto the subject property is removed, the owner must dedicate, at no cost to the city, a drainage and utility easement sufficient to complete the required perimeter easements.

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

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

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

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

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

Parcel A:

All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

[illegible]

MIGHTY FINE COFFEE ADDITION

PITS LAND SERVICES, INC.
COMMERCIAL LAND REVENUE MANAGEMENT



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-135 Approve a Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th St NW

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-135

Attachments:

1. Resolution 2025-135 Approve a Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th St NW

CITY OF FARIBAULT

RESOLUTION #2025-135

APPROVE A CONDITIONAL USE PERMIT FOR C-2 AND AND SHORELAND OVERLAY DISTRICT AT 127 AND 123 14TH ST NW

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants) request Conditional Use Permits within properties located at the southeast corner of 2nd Avenue NW and 14th Street NW (the "Property"), legally described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the development team proposes to develop a restaurant, primarily serving coffee, which has a drive-through on the Property; and

WHEREAS, Chapter 11. Commercial District, Article 1. – General Provisions, Table 11-1 of the City of Faribault's Unified Development Ordinance requires a conditional use permit for a restaurant with a drive-through within the C-2 Highway Commercial District; and

WHEREAS, Chapter 11. Commercial District, Article 1. – General Provisions, Table 11-1 of the City of Faribault's Unified Development Ordinance requires a conditional use permit for a restaurant with a drive-through within the Shoreland Overlay District; and

WHEREAS, City Staff completed a review of the Applicant's application and prepared a report to the Planning Commission about said request, attached as Exhibit B; and

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing to consider the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit amendment request based on the findings required in Section 2-300 of the Unified Development Ordinance as follows:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Finding: The proposed drive-through will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare. The use and overall development are compatible with the adjacent residential and commercial properties and will not result in adverse impacts.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Finding: The development of the restaurant with the drive-through, with placement of the drive aisles and parking, will not negatively impact other nearby properties. Properties in the immediate area are a mix of residential, industrial and commercial. The proposed reactivation of a commercial structure and development of the property for a new business use does not impede the investment and development of adjacent properties.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The proposed reactivation of an existing commercial structure with a proposed new use is designed to be compatible and supportive of the performance standards of the city with consideration of the needs of the character of the surrounding area.

4. The conditional use will not impose hazards or disturbing influences on neighboring properties.

Finding: The proposed commercial expansion does not contribute to hazards or disturbing activities that negatively affect other properties. Staff received no comments as a result of the published hearing notices.

5. The conditional use will not substantially diminish the value of neighboring properties.

Finding: The proposed assemblage of two parcels to facilitate reactivation of a commercial business at this location is unlikely to diminish nearby property values. The applicant is required to provide screening to the benefit of adjacent properties. A cooperative private agreement between the property owners and property owners of the neighboring residential property at 1329 2nd Ave. NW demonstrates support for proposed business improvements. Investment in buildings in this area may positively impact on nearby property values.

6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.

Finding: Public sewer, water, and all other applicable municipal services serve the subject property. The property has adequate access to the larger road network. The business will not generate a notable increase in public service demand.

7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

Finding: The Project will not generate a notable increase in demand for public facilities or services. The Project's location at the intersection of two city streets, 14th St. NW and 2nd Ave. NW will be directly connected to both the street, pedestrian facilities and underground utilities. This ability to revitalize the site optimizing existing city infrastructure will not be detrimental to the economic welfare of the community.

- 8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

Finding: The project strives to not cause traffic congestion as the scale of the operation reusing an existing structure and creating a reasonable interior circulation pattern which accommodates a drive-through, on-site parking and accompanying drive aisles within the site. In this manner, the site plan provides for proper traffic circulation without causing congestion.

- 9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.**

Finding: The Property does not have important natural, scenic, or historic features. The location is near Lake Faribault but the use will not be visible or detrimental to the water body.

- 10. The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.**

Finding: The City's Comprehensive Plan guides the Property for commercial uses once the concurrent application is adopted for the amendment to the comprehensive plan. Once approved, the project is consistent with the land use plan.

- 11. The conditional use(s), in all other respects, conforms to the applicable regulations of the district in which it is located.**

Finding: The project conforms to the Unified Development Ordinance requirements to the greatest extent possible. Variance applications have been submitted in concurrence with these applications for circumstances requiring latitude within applicable regulations within the C-2 Highway Commercial Zoning District and Shoreland Overlay District.

WHEREAS, following the public hearing, the Planning Commission also recommended that the City Council approve the Applicant's conditional use permit amendment request based on the findings required in

Section 13-710 of the Unified Development Ordinance for a conditional use in Shoreland, as follows:

1. **A thorough evaluation of the water body and the topographic, vegetation and soils conditions on the site must be made to ensure the prevention of soil erosion or other possible pollution of public waters, both during and after construction.**

Finding: The DNR and City Engineer have reviewed the proposal and have provided comments and direction to the applicant to mitigate soil erosion and water pollution related to this project.

2. **The visibility of structures and other facilities as viewed from public waters is limited.**

Finding: The proposed commercial business of a restaurant with a drive through is not viewable from public waters due to the context within a developed commercial and neighborhood.

3. **The site is adequate for water supply and is served by municipal sewer services.**

Finding: The property has adequate access to water and sewer services.

4. **The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.**

Finding: The use does not have a water-oriented component to its operation.

WHEREAS, the City Council, during a public meeting on May 27, 2025, considered the Applicant's conditional use permit request; and

WHEREAS, the DNR requests the applicant provide mitigation for the increase of impervious surface, explore alternatives which result in a best case scenario regarding capture of water run off. Suggestions included closer review of the proposed onsite stormwater pond design to maximize storage capacity for present and future rain events, provide ability for maintenance of the pond and ensuring that monitoring of any

proposed outlet structures are also maintained to limit sediment from reaching downstream areas; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission as noted above, the City Council concurs with the findings of the Planning Commission and makes identical findings.

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

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit amendment request at the property described in Exhibit A to establish the drive-through described in Exhibit B, subject to the conditions in Sections 2 and 3 of this Resolution.

Section 2: Conditions of Approval. The conditional use permit is approved subject to conditions listed herein as authorized under Section 2-310 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The Project must receive Site Plan approval from the City's Development Review Committee before obtaining building and development-related permits. Site Plan approval may include additional conditions of approval not listed in this conditional use permit.
2. The Owner must construct the Project substantially similar to the Applicant's submittal included in Exhibit B of this Resolution. Any significant change, as determined by the City's Development Review Committee, would require approval of a conditional use permit amendment.
3. The Owner must conform to Section 7-30 Development Standards for a restaurant with a drive through.
4. Approval of this conditional use permit does not constitute approval of any associated signs. Separate applications for sign permits are required before sign installation and applications must meet all City ordinance requirements.

5. In association with the impervious surface variances granted in Resolution 2025-133, the development must meet higher stormwater treatment standards for the additional impervious surface above 25% through methods as approved by the City Engineer.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions of approval:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties, their successors, and assigns. This permit runs with the Property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the Property.
6. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.
7. If substantial development or construction of the Project has not taken place within one (1) year of the date of approval of the conditional use permit, such permit shall be void unless the City Council grants a time extension. The Owner must submit

an extension request in writing at least thirty (30) days before the expiration of the conditional use permit.

Section 4. Findings and Incorporation of Recitals and Exhibits.

Where applicable, the recitals and exhibits incorporated in this Resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Section 6. Effective Date. This Resolution shall be effective upon passage.

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Legal Description of the Property

Parcel A:

All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

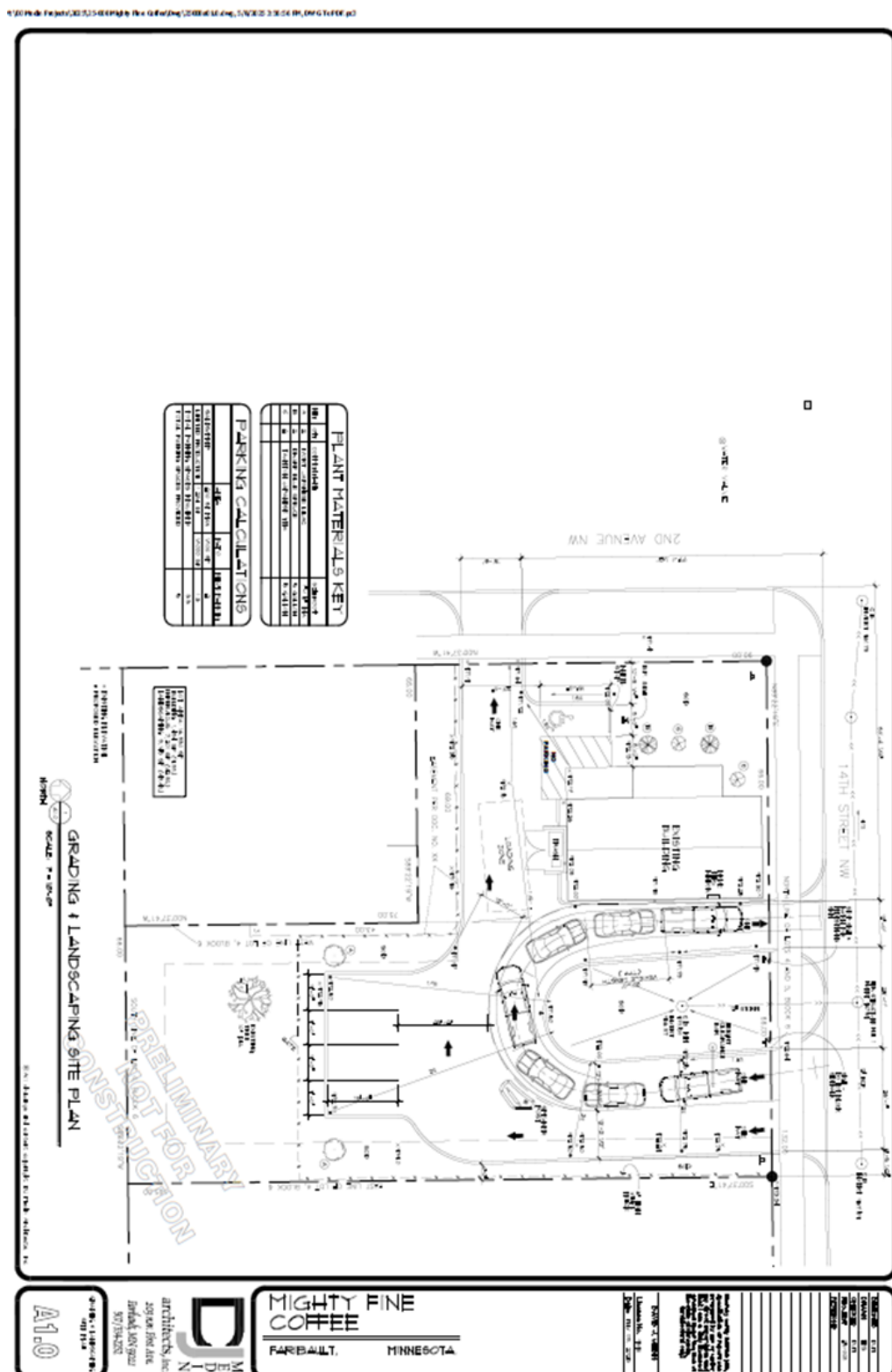
Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

Exhibit B

Conditional Use Permit Site Plan





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-136 Approve Variances for
Parking Area Setbacks and Drive-Through
Stacking Spaces at 127 and 123 14th St NW

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-136

Attachments:

1. Resolution 2025-136 Approve Variances for Parking Area Setbacks and Drive-Through Stacking Spaces at 127 and 123 14th St NW

CITY OF FARIBAULT

RESOLUTION #2025-136

APPROVE VARIANCES FOR PARKING AREA SETBACKS AND DRIVE-THROUGH STACKING SPACES AT 127 AND 123 14TH ST NW

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants) request variances within properties located at the southeast corner of 2nd Avenue NW and 14th Street NW (the "Property"), legally described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the development team proposes to develop a restaurant, primarily serving coffee with a drive-through on the Property; and

WHEREAS, the development team requests a reduction of the (10) foot setback for parking and drive aisles to be no less than (4) feet from the eastern side property line and a reduction of the (1) car for stacking behind the menu board; and

WHEREAS, under Appendix B (the Unified Development Ordinance [UDO]), Chapter 11. Commercial Districts, Section 11- Lot dimension and setback requirements in commercial districts, Table 11-2. require a (10) ten-foot setback for off-street parking and loading areas; and

WHEREAS, under Appendix B (the UDO), Chapter 13. Article 8, Section 8-270.- Drive-in and drive-through stacking requirements, Table 8-4 requires Drive-through restaurants to provide (4) four spaces behind the menu board and (4) four spaces behind the first window; and

WHEREAS, under Appendix B (the UDO), Chapter 2, Article 9 Sec 2-420 variances are intended to provide a means of departure from the literal requirements of this ordinance where strict adherence would

cause practical difficulties because of unique circumstances related to the property; 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 May 19, 2024, following proper notice, held a public hearing regarding the requests; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the variance based on the following criteria and 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's request is to reduce the minimum setback of 10 feet to four feet for off-street parking and the minimum number of stacking spaces at eight by one space for the menu board needed for the drive-through restaurant. The request is in harmony with the general purposes and intent of the City's ordinances in the following manner.

The applicant has provided a site plan depicting proposed landscape planting, screening with an up to 6-foot fence and site grading. The interior vehicular circulation is designed with efficiency in the use of the site area to access parking, provide egress from the site and accommodate the restaurants drive through stacking. The balance of the site will be green space, creating improved aesthetics on the street-facing front sides of the business, reserved green space and screening area along the entry drives, green infrastructure by way of the future stormwater detention pond location and 6' privacy fence adjacent the east and southerly most property line. While the reduction of the stacking behind the menu board does not meet city standards, the flow of traffic related to a coffee business is anticipated to have a modest window service waiting time due to the proposed limited menu.

2. The variance is consistent with the Comprehensive Plan.

Finding: The property in Resolution 2025-132 is guided for Commercial/Residential Mixed Use. The nature of the proposal for a modestly scaled neighborhood commercial is in alignment with the Comprehensive Plan.

In Journey to 2040 the Comprehensive Plan notes that "Redevelopment...offers the chance to enhance an existing neighborhood and to develop in an area that does not require the construction of new streets, sewer and water.", and

Ensure that community plans, ordinance and service are in the best interest of the community and that they do not needlessly discourage or hinder others from succeeding in their endeavors to their situation and the community.

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

Finding: The variances to allow a reasonable reduction of the 10' setback for the parking and drive surface along with a reduction in required stacking for the drive through are reasonable due to the existing site constraints of the existing parcel configuration and challenges of redevelopment. For the applicant, trying to provide the number of required stacking spaces for the drive-through created a horseshoe layout that pushes drive aisles to access the parking areas close to property lines. The applicant has maximized the number of possible stacking spaces while adequately buffering with a fence and landscape for nearby residential properties.

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 property is unique for having varying widths and depths within the existing platted parcels to be assembled and its location adjacent to two public right-of-ways. The land configuration and an existing slope on a portion of the properties further challenge the site planning aspect. These circumstances are not the result of the actions of the applicant.

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

Finding: The request does not alter the essential character of the neighborhood as until recently, these properties were functioning in both a residential and commercial capacity. The reuse of the existing commercial structure is consistent with the prior commercial businesses. In addition, with the strategic placement site design elements in the most efficient manner as possible, the introduction of green space adjacent to a street right of way and placement of privacy fence screening, the neighborhood character is maintained.

The portion of the commercial lot adjacent to a residential property along 2nd Ave NW has in place a private easement agreement which allows parking to remain and precludes any additional screening.

The portion of the site of a former residence which will incur a greater increase of impervious surface will be screened by way of a 6-foot privacy fence between residences to the south and eastern property boundaries.

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

Finding: Due to practical difficulties which exist as noted in earlier findings, the applicants' requests are the minimum necessary to alleviate both the combination of the lots into a serviceable land area and also the commercial business's inability to meet certain performance standards including the location of needed parking, drive aisle and vehicle stacking for the drive through.

7. Economic conditions alone do not constitute practical difficulties.

Finding: The applicant has practical difficulties apart from any economic concerns or conditions in redevelopment. The site plan provided shows that elements of the site design have proven difficult to accomplish in a manner which supports all city performance standards.

The redevelopment of two platted parcels on a corner lot for the applicant's proposal for a restaurant with a drive through have demonstrated a reasonable arrangement of business elements on the subject property.

WHEREAS, the City Council, at a public meeting, on May 19, 2025, 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: Approval of the Requested Variances. The City Council hereby approves the requested variances as stated in the third, fourth, and fifth recitals of this Resolution from Chapter 116, Sec 11-100. And Chapter 13, Article 8, Sec 8-270, of the City's Unified Development Ordinance. Said approval 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: Conditions of Approval. The variance is approved subject to conditions listed herein as authorized under Section 2-470 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The project must be substantially similar to what is depicted in Exhibit B and may not exceed the variance limits. If the

Development Review Committee determines that the project is substantially different from what is approved in this Resolution, the applicant will need to submit for a new variance.

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.

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

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A Property Description



Yellow Outline = Subject Property

Parcel A:

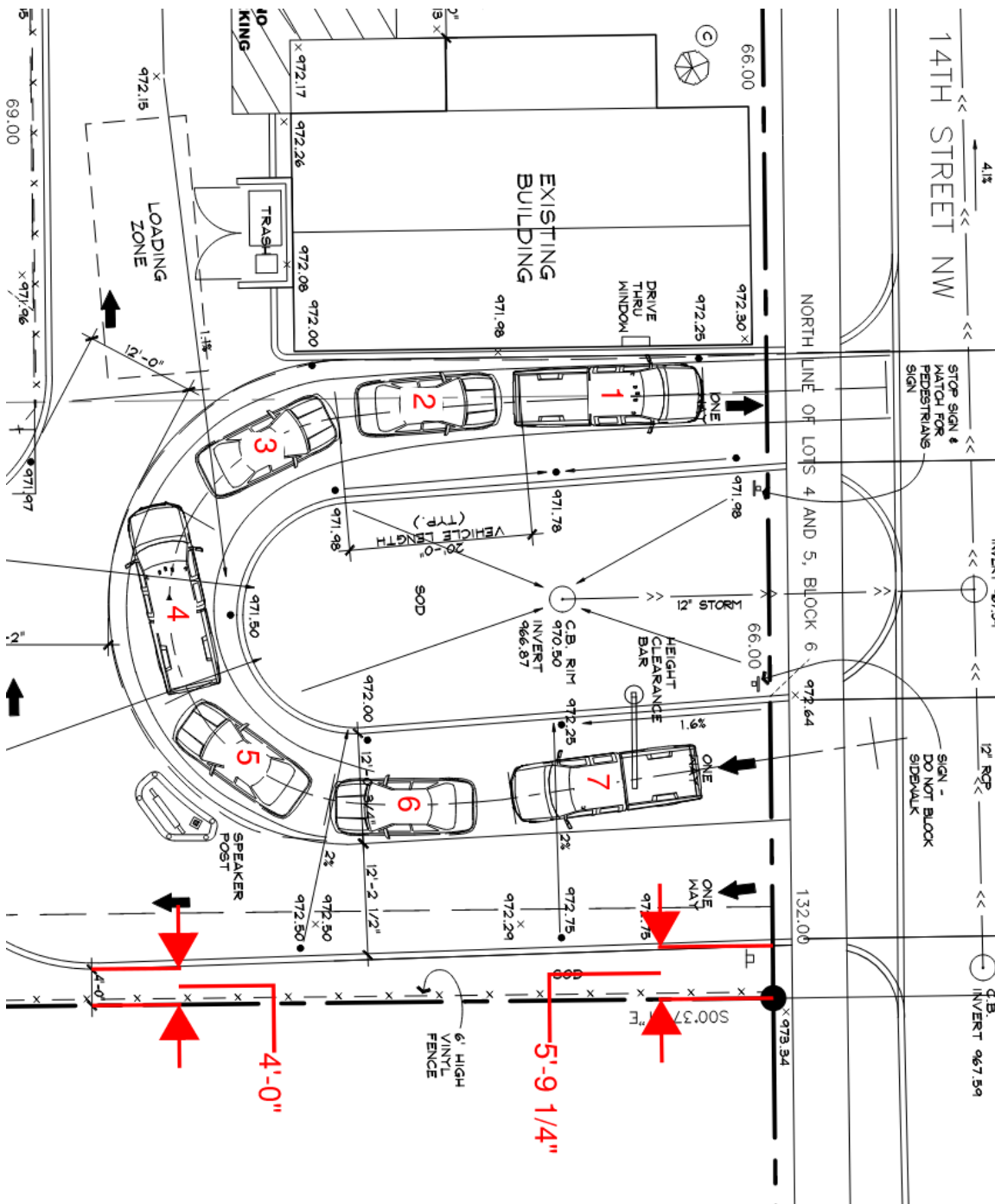
All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

Exhibit B **Depiction of Variances**



7 stacking spaces when 8 are needed; 4-foot setback when 10-feet is required



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Malecha Auto Body/190 20th St NW - Vacation,
Preliminary and Final Plat, CUP

Background:

Steve Underdahl (Applicant) on behalf of Malecha Auto Body (Property Owner) requests an easement vacation, preliminary and final plat, and conditional use permit amendment at 190 20th St NW. The subject property is zoned C-2, Highway Commercial, partially falls within the Shoreland Overlay District, and contains approximately 1.74 acres.

The proposed development includes the existing Malecha Auto Body business at 190 20th St NW and extends the business to an adjacent parcel at 2029 2nd Ave NW. The proposed structure will support and expand service for the main building and business operations. To combine the properties and get zoning entitlement supporting the new structure, the submittal includes an easement vacation to remove a previously-platted easement along the bisecting property line, preliminary and final plats to combine both parcels, and an amendment to an existing conditional use permit (CUP) to expand a major auto repair use in C-2 and within the Shoreland Overlay. The previous CUP (Resolution 2022-158 and Resolution 2022-159) was approved in 2022 alongside platting the property (Resolution 2022-157) and a variance (Resolution 2022-209).

The proposed easement vacation, preliminary and final plats, and CUP amendment are consistent with the planning and zoning aspects of the City's Unified Development Ordinance. More detail on the criteria and findings for each item may be found in the corresponding ordinance or resolution. City staff do not recommend taking parkland dedication or fees in-lieu as the additional land at \$1,000 per gross acre for commercial development is less than the impact of the existing house (\$1,000 per single-family dwelling) at 2029 2nd Ave NW that will be demolished for this project. The DRC recommended approval of this project at its May 6, 2025, meeting.

During the Planning Commission public hearing on May 19, 2025, the Planning Commission unanimously recommended approval of the project and the various submittals to City Council.

Recommendation:

Approve the associated ordinance and resolutions.

Attachments:

1. P&Z Report to PC
2. Engineering Report to PC



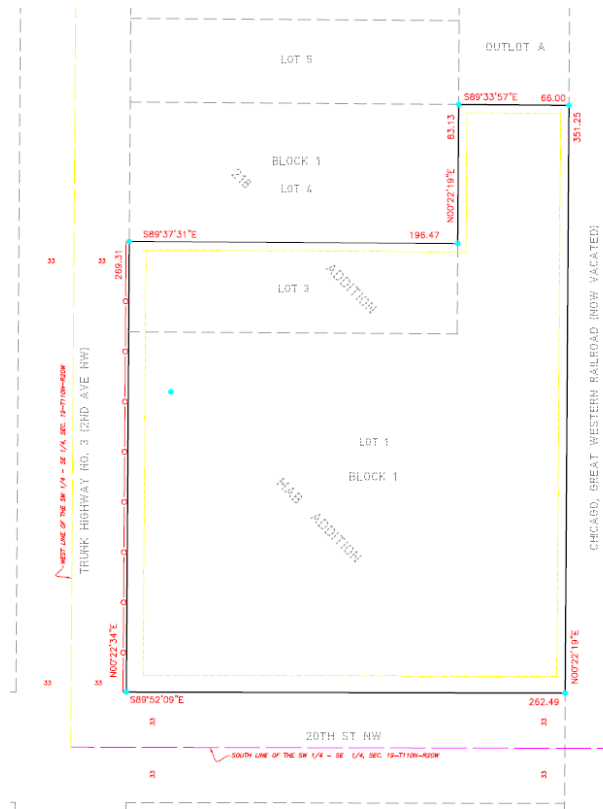
Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 19, 2025
SUBJECT: Malecha Auto Body/190 20th St NW – VAC; PPL; FPL; CUP

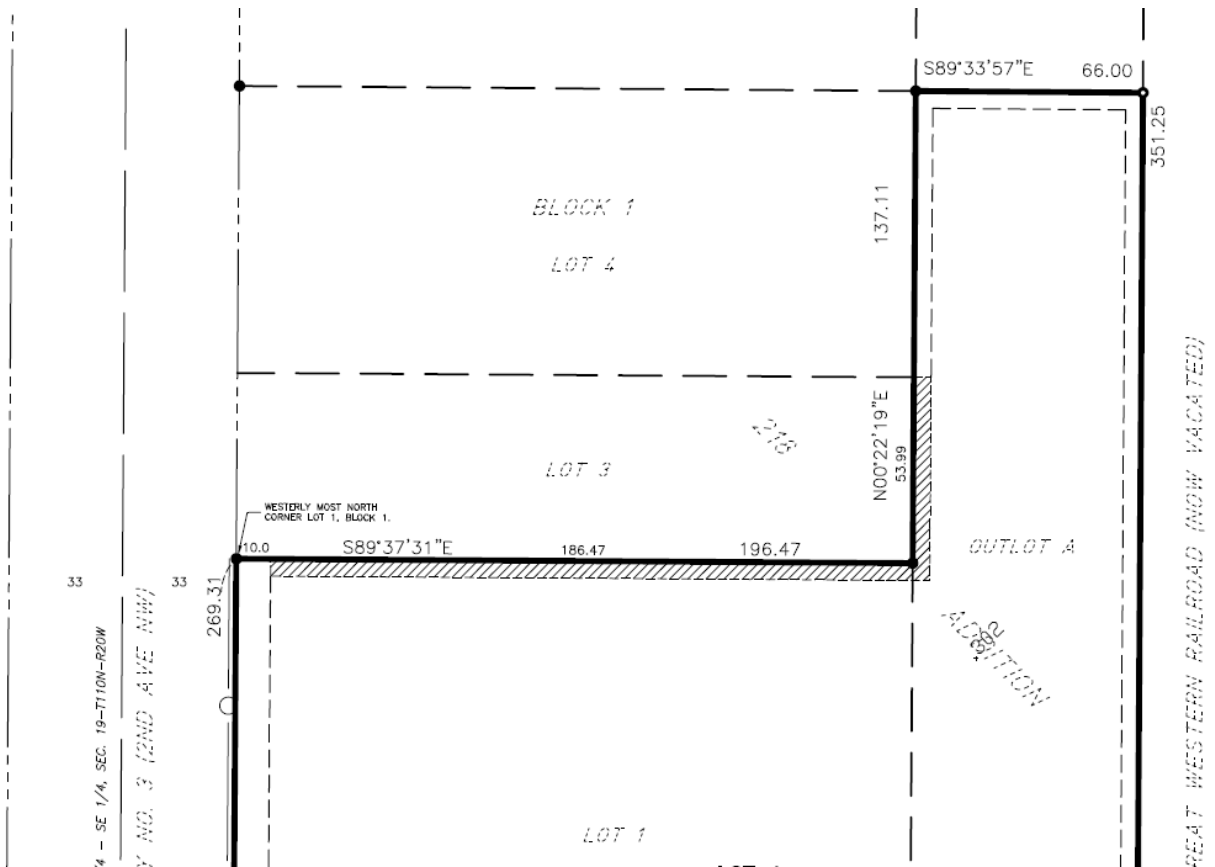
Request:	Applicant requests an easement vacation, preliminary and final plat, and CUP approval for Malecha Auto Body.
Recommendation:	The DRC, City Engineer, and City Planner recommend approval of the easement vacation, plats, and CUP to City Council based on the findings and conditions in the attached draft ordinance and resolutions.
Recommended Motion:	Motion to forward and recommend approval of the vacation, preliminary and final plats, and CUP requests for Malecha Auto Body to City Council, with findings and conditions suggested by city staff.

Request:

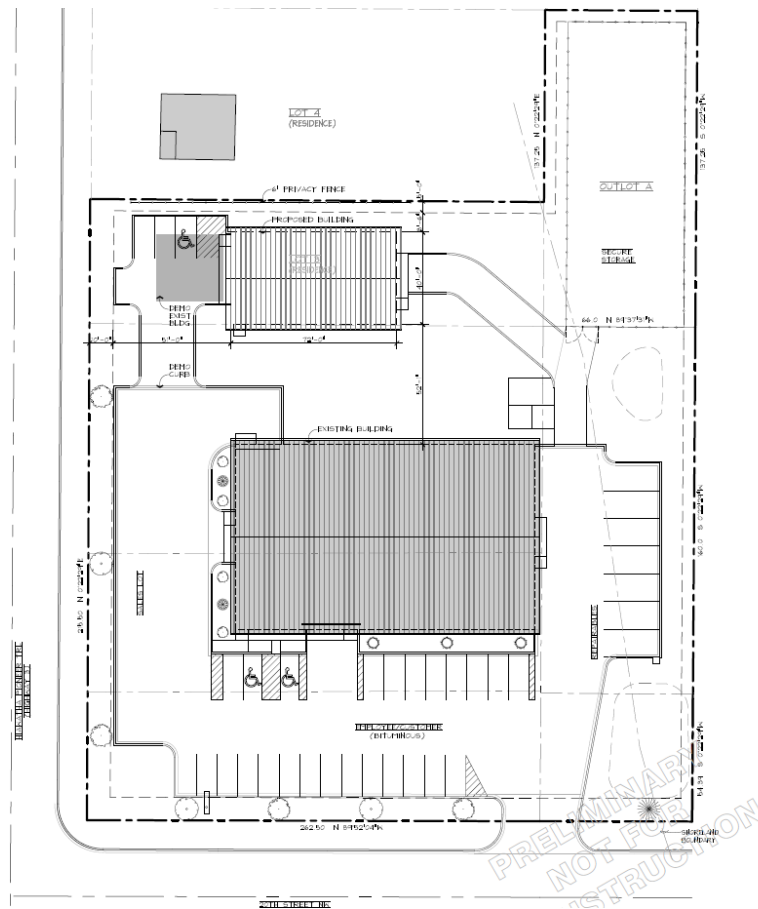
Steve Underdahl (Applicant) on behalf of Malecha Auto Body (Property Owner) requests an easement vacation, preliminary and final plat, and conditional use permit at 190 20th St NW. The subject property is zoned C-2, Highway Commercial, partially falls within the Shoreland Overlay District, and contains approximately 75,900 square feet (1.74 acres) of land, as depicted in the attached plans.



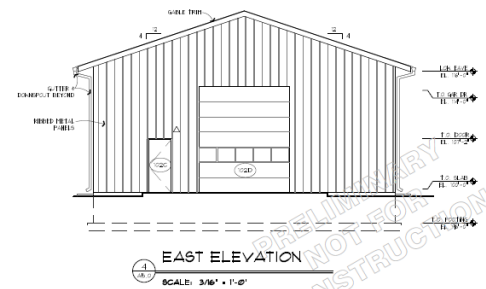
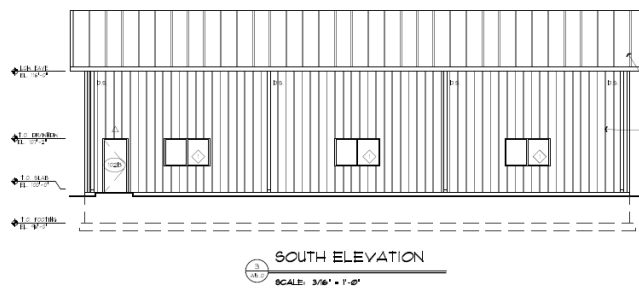
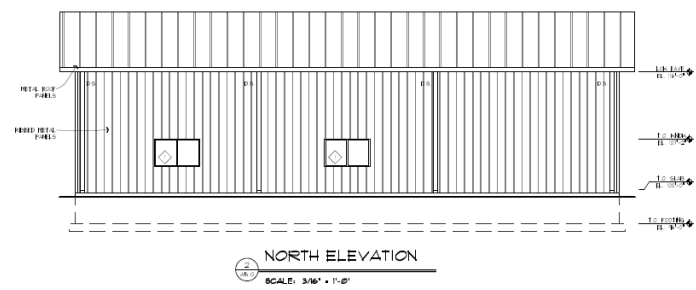
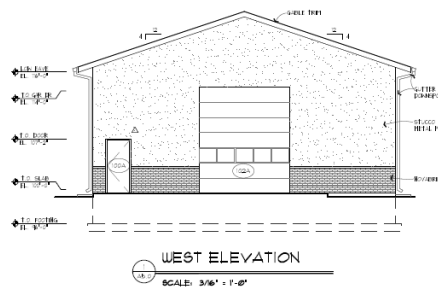
Final Plat



Easement Vacation (Hatched Area)



Site Plan



Building Elevations

Discussion:

The proposed easement vacation, preliminary and final plats, and CUP are consistent with the planning and zoning aspects of the City's Unified Development Ordinance. The following provides an overview of the key planning and zoning-related items associated with:

Easement Vacation

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

Preliminary Plat

1. Existing and Surrounding Conditions. The subject property is bound to the north and east by residential. There is also a rail line and undeveloped areas along the river to the east. To the west across Highway 3 and to the south across 20th Street are commercial uses.
2. Relationship to the Journey to 2040 Comprehensive Plan. The Journey to 2040 Comprehensive Plan guides the subject property for commercial/residential mixed use. The proposed preliminary and final plat is consistent with the City's land use plan for this property.
3. Relationship to the Official Zoning Map. Faribault's Official Zoning Map identifies the subject property as C-2, Highway Commercial zoning district. The proposed preliminary plat is consistent with the uses and bulk regulations of the C-2 zoning district. Refer to the lot layout section of this report for additional information.
4. Natural Features and Trees. The subject property will not have a significant impact on natural features.
5. Wetlands and Shoreland. There are no known wetlands encumbrances on the site. The property is partially covered by the Shoreland Overlay District from the Cannon River. The associated CUP will address the development of the property.
6. Street and Site Layout. See the Engineering Memo attached to this report for more information.
7. Grading, Drainage and Erosion Control. See the Engineering Memo attached to this report for more information.
8. Utilities and Easements.

See the Engineering Memo attached to this report for more information.

9. Phasing and Development Schedule. Presuming City Council approves the preliminary and final plats concurrently, the Applicant and City will enter into a Development Agreement that will address the details, responsibilities, and costs associated with the proposed subdivision.
10. Parkland Dedication or Fees In-Lieu. The additional land for Malecha Auto Body would normally require \$1,000 per gross acre for a commercial project. However, since the expansion is removing a single-family dwelling, the \$1,000 is cancelled out by the removal of said dwelling. No parkland dedication or fees in-lieu are recommended.

Final Plat

1. Final Plat Requirements. The proposed final plat is consistent with the preliminary plat.

Conditional Use Permit (CUP) Amendment

1. CUP Summary. The proposed CUP amendment is consistent with the criteria for expanding the existing major auto repair use in C-2 and in the Shoreland Overlay District.

Development Review Committee Recommendation. The City's Development Review Committee (DRC) reviewed the proposed applications on May 6, 2025, and recommended approval of the plats, easement vacation, and CUP with conditions. The Applicant has not yet revised the plats to address the DRC's conditions.

Public Comment. City Staff received no public comment prior to publishing this report. Notification for this item was published in the paper on May 8, 2025 and letters sent to property owners within 350-feet.

Recommendation:

The DRC, City Engineer, and City Planner recommend approval of the easement vacation, plats, and CUP to City Council based on the findings and conditions in the attached draft ordinance and resolutions.

Attachments:

- Engineering Department Memo



Engineering Department Memorandum

TO: Harry Davis, Planning Manager

CC: David Wanberg, Comm. and Econ. Development Director

FROM: Mark DuChene, City Engineer

DATE: May 7, 2025

SUBJECT: MAB SECOND ADDITION Preliminary Plat, Final Plat, Conditional Use Permit & Easement Vacation

BACKGROUND

William Malecha on behalf of Malecha Auto Body the developer, has submitted a preliminary plat, final plat, conditional use permit and easement vacation applications. The site is located in the NE ¼ of Section 30 Township 110, Range 20W whose parent parcels are Lot 1, Block 1 MAB ADDITION and Lot 3, Block 1, 218 ADDITION. The site is adjacent to 20th Street NW to the south, 2nd Avenue to the west, commercial property south and residential property to the east.

The proposed subdivision is located on land that is currently zoned C-2 Highway Commercial. No rezoning is proposed. The proposed improvements include the construction of an autobody repair shop.

Conditional Use Permit

A conditional use permit is required for the proposed use and is also required since a portion of the site is within the City's shoreland overlay district due to its proximity to the Cannon River. All proposed improvements must meet the requirements of the City's shoreland overlay district.

There are no proposed public improvements.

The proposed development will be completed by:

Owner/Developer:	Malecha Properties, LLC
Surveyor/Engineer:	Stonebrooke Engineering, Inc.

PLAT

Developer has submitted a preliminary and final plat for MAB SECOND ADDITION. The preliminary and final plat contains one (1) lot for commercial development.

The areas within the plat include:

Lot 1	1.74 acres (75,797 sf)
Total	1.74 acres (75,797 sf)

Current title work has been reviewed and will be subject to the review of the City and City Attorney's office.

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

SITE CONDITIONS

The existing site contains approximately 1.74 acres of land that that was previously redeveloped in the recent past for the construction of the existing auto body shop. The site is relatively flat and generally drains from west to east.

EASEMENTS

Existing Easements

- There are existing perimeter drainage and utility easements (DUE) for Lot 1 Block 1 MAB Addition. The 5-foot DUE along the northern and a portion of the eastern property line of Lot 1 Block 1 MAB addition is proposed to be vacated.

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code on proposed Lot 1.

STREET AND SITE LAYOUT

No public street improvements are planned as part of the subdivision at this time and no new access to public streets are proposed.

2nd Avenue NW

The site is east of and adjacent to 2nd Avenue NW a minor arterial south of 20th Street NW and a principal arterial north of 20th Street NW. 2nd Avenue NW is constructed as a 24-foot wide, two-lane urban roadway with a southbound right turn lane and is within a 66-foot right-of-way. There is currently no sidewalk on the east side of 2nd Avenue NW, and none is planned as a multi-purpose trail was constructed on the east side of the proposed plat.

20th Street NW

The site is north of and adjacent to 20th Street NW a local roadway. 20th Street NW was reconstructed in 2021 and is constructed as a 32-foot wide, urban roadway and is within a 66-foot right-of-way with no parking on both sides of the street. There is currently no sidewalk on the south side of 20th Street NW but one is shown in the City's comprehensive sidewalk and trails plan. The site plan indicates one existing driveway entrance on 20th Street NW to serve the proposed development.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The development is located within the Canon River (M-048) district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the adjacent streets and to the east which eventually connect to existing storm sewer systems that ultimately discharge to the Cannon River to the east.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The proposed site improvements shall be reviewed as part of the site plan and building permit review to determine if the proposed improvements in addition to the improvements from 2022/2023 result in a cumulative area of new and/or reconstructed impervious surface that equals or exceeds 1.0 acres as these two related phases are considered a connected activity. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin(s) onsite. The storm water basin is proposed to then discharge the City storm sewer system within 20th Street NW and then to the Cannon River.

The proposed stormwater basin(s) will be private, and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the

MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit, and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

UTILITIES

The existing site is currently served by City water and sewer from services extended into the site from mains located in the adjacent public streets and existing utilities have sufficient capacity to serve the proposed development. Existing unused services must be disconnected at the main at the Developer's expense as approved by the City Engineer.

All buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance according to City policy.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access through the existing site.

RECOMMENDATION

Engineering recommends approval of the Preliminary Plat, Final Plat, Conditional Use Permit & Easement Vacation, subject to the comments within this report and the following:

- Developer shall confirm cumulative impervious surface coverage and revise stormwater management report and stormwater treatment design to be in conformance with the City's MS4 Permit, 2022 Surface Water Management Plan (including the Developer's Guide for Stormwater Management) and the City's Shoreland Overlay District stormwater management requirements, if necessary, as part of the building permit and site plan review process.
- Current title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.



Engineering Department Memorandum

TO: Harry Davis, Planning Manager

CC: David Wanberg, Comm. and Econ. Development Director

FROM: Mark DuChene, City Engineer

DATE: May 7, 2025

SUBJECT: MAB SECOND ADDITION Preliminary Plat, Final Plat, Conditional Use Permit & Easement Vacation

BACKGROUND

William Malecha on behalf of Malecha Auto Body the developer, has submitted a preliminary plat, final plat, conditional use permit and easement vacation applications. The site is located in the NE $\frac{1}{4}$ of Section 30 Township 110, Range 20W whose parent parcels are Lot 1, Block 1 MAB ADDITION and Lot 3, Block 1, 218 ADDITION. The site is adjacent to 20th Street NW to the south, 2nd Avenue to the west, commercial property south and residential property to the east.

The proposed subdivision is located on land that is currently zoned C-2 Highway Commercial. No rezoning is proposed. The proposed improvements include the construction of an autobody repair shop.

Conditional Use Permit

A conditional use permit is required for the proposed use and is also required since a portion of the site is within the City's shoreland overlay district due to its proximity to the Cannon River. All proposed improvements must meet the requirements of the City's shoreland overlay district.

There are no proposed public improvements.

The proposed development will be completed by:

Owner/Developer:	Malecha Properties, LLC
Surveyor/Engineer:	Stonebrooke Engineering, Inc.

PLAT

Developer has submitted a preliminary and final plat for MAB SECOND ADDITION. The preliminary and final plat contains one (1) lot for commercial development.

The areas within the plat include:

Lot 1	1.74 acres (75,797 sf)
Total	1.74 acres (75,797 sf)

Current title work has been reviewed and will be subject to the review of the City and City Attorney's office.

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

SITE CONDITIONS

The existing site contains approximately 1.74 acres of land that that was previously redeveloped in the recent past for the construction of the existing auto body shop. The site is relatively flat and generally drains from west to east.

EASEMENTS

Existing Easements

- There are existing perimeter drainage and utility easements (DUE) for Lot 1 Block 1 MAB Addition. The 5-foot DUE along the northern and a portion of the eastern property line of Lot 1 Block 1 MAB addition is proposed to be vacated.

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code on proposed Lot 1.

STREET AND SITE LAYOUT

No public street improvements are planned as part of the subdivision at this time and no new access to public streets are proposed.

2nd Avenue NW

The site is east of and adjacent to 2nd Avenue NW a minor arterial south of 20th Street NW and a principal arterial north of 20th Street NW. 2nd Avenue NW is constructed as a 24-foot wide, two-lane urban roadway with a southbound right turn lane and is within a 66-foot right-of-way. There is currently no sidewalk on the east side of 2nd Avenue NW, and none is planned as a multi-purpose trail was constructed on the east side of the proposed plat.

20th Street NW

The site is north of and adjacent to 20th Street NW a local roadway. 20th Street NW was reconstructed in 2021 and is constructed as a 32-foot wide, urban roadway and is within a 66-foot right-of-way with no parking on both sides of the street. There is currently no sidewalk on the south side of 20th Street NW but one is shown in the City's comprehensive sidewalk and trails plan. The site plan indicates one existing driveway entrance on 20th Street NW to serve the proposed development.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The development is located within the Canon River (M-048) district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the adjacent streets and to the east which eventually connect to existing storm sewer systems that ultimately discharge to the Cannon River to the east.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The proposed site improvements shall be reviewed as part of the site plan and building permit review to determine if the proposed improvements in addition to the improvements from 2022/2023 result in a cumulative area of new and/or reconstructed impervious surface that equals or exceeds 1.0 acres as these two related phases are considered a connected activity. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin(s) onsite. The storm water basin is proposed to then discharge the City storm sewer system within 20th Street NW and then to the Cannon River.

The proposed stormwater basin(s) will be private, and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the

MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit, and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

UTILITIES

The existing site is currently served by City water and sewer from services extended into the site from mains located in the adjacent public streets and existing utilities have sufficient capacity to serve the proposed development. Existing unused services must be disconnected at the main at the Developer's expense as approved by the City Engineer.

All buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance according to City policy.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access through the existing site.

RECOMMENDATION

Engineering recommends approval of the Preliminary Plat, Final Plat, Conditional Use Permit & Easement Vacation, subject to the comments within this report and the following:

- Developer shall confirm cumulative impervious surface coverage and revise stormwater management report and stormwater treatment design to be in conformance with the City's MS4 Permit, 2022 Surface Water Management Plan (including the Developer's Guide for Stormwater Management) and the City's Shoreland Overlay District stormwater management requirements, if necessary, as part of the building permit and site plan review process.
- Current title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Ordinance 2025-5 Vacate a Portion of Drainage
and Utility Easement at 190 20th St NW

Background:

See main agenda item.

Recommendation:

Approve the first reading of Ordinance 2025-5

Attachments:

1. Ordinance 2025-5 Vacate a Portion of Drainage and Utility Easement at 190 20th St NW

CITY OF FARIBAULT

ORDINANCE #2025-5

VACATE A PORTION OF DRAINAGE AND UTILITY EASEMENT AT 190 20TH ST NW

WHEREAS, Steve Underdahl (the "Applicant") on behalf of Malecha Auto Body (the "Property Owner") requests vacating a portion of a drainage and utility easement at 190 20th St NW, depicted and legally described in Exhibit A; and

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

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the Applicant's request; and

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

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

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

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

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

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

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

WHEREAS, the City Council conducted the first reading of this ordinance on May 27, 2025, and the second reading of this ordinance on June 10, 2025; and

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

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

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

Section 2. Vacation of a Portion of Drainage and Utility Easement. Pursuant to City of Faribault Unified Development Ordinance, Chapter 2, Article 10 and Minn. Stat. § 412.851, the City of Faribault hereby vacates the public drainage and utility easements situated in the City of Faribault, County of Rice, State of Minnesota, legally described and depicted in Exhibit A. The property owner and applicant are responsible for relocating any utilities in the vacated easement area.

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

(Remainder of this page intentionally left blank)

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

First Reading: May 19, 2025
Second Reading: May 27, 2025
Publication Date: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

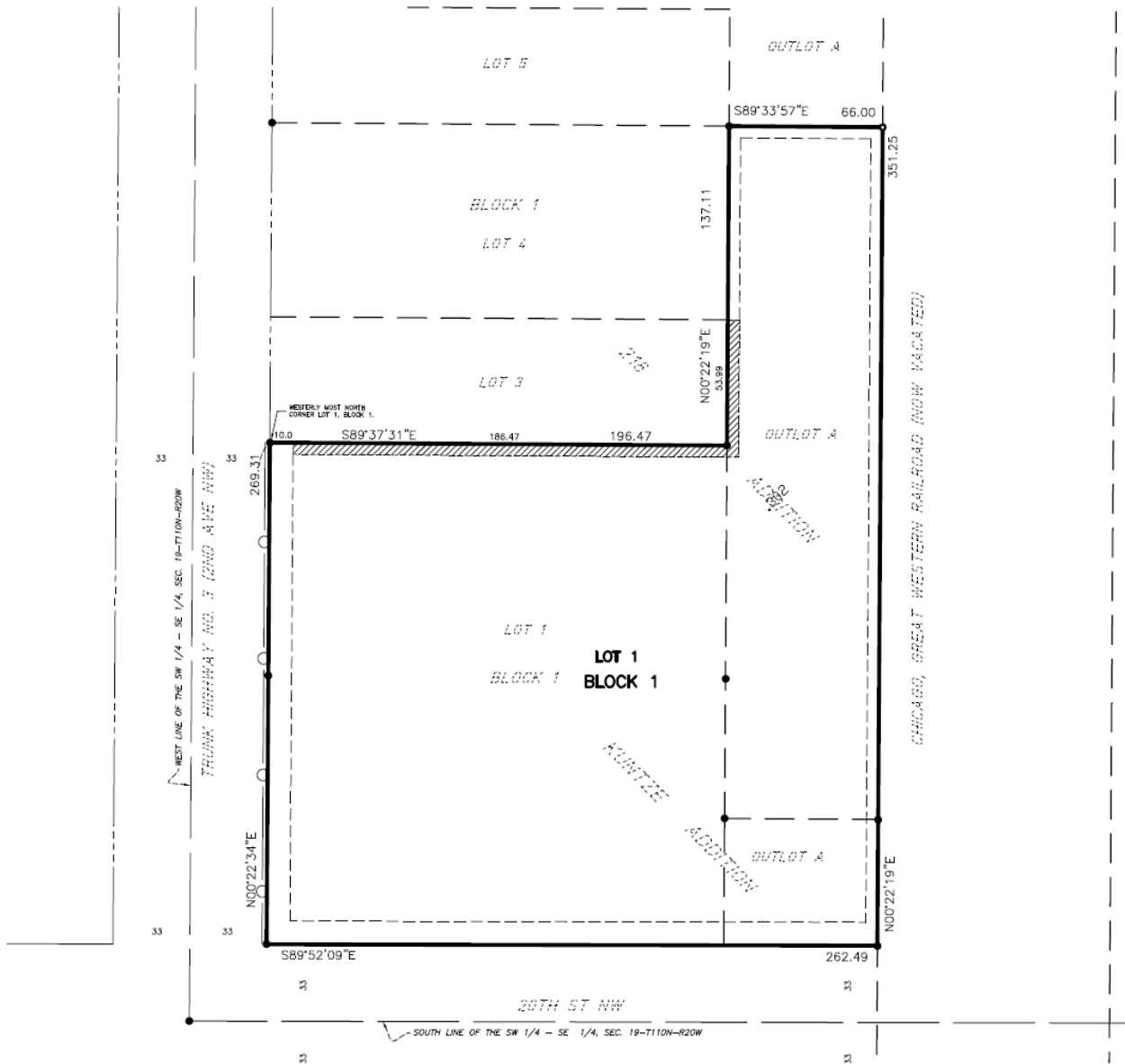
ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Easement Vacation Legal Description

All that part of Lot 1, Block 1, MAB ADDITION, Rice County, Minnesota, described as follows: Being 5 feet in width and offset Southerly and Easterly from the following described line, commencing at the Westerly most North corner of said Lot 1; thence South 89 degrees 36 minutes 57 seconds East along the westerly most north line of said Lot 1, a distance of 10.00 feet to the Point of Beginning of the line to be described; thence continuing South 89 degrees 36 minutes 57 seconds East along the westerly most north line of said Lot 1, a distance of 186.47 feet to the property corner; thence North 00 degrees 22 minutes 19 seconds East along the property line a distance of 53.99 and there terminating.

Exhibit A Easement Vacation Area



Vacated area shown above as hatched



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Mark DuChene, Director of Engineering
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-137 Approve the Preliminary and Final Plats for MAB Second Addition

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-137

Attachments:

1. Resolution 2025-137 Approve the Preliminary and Final Plats for MAB Second Addition

CITY OF FARIBAULT

RESOLUTION #2025-137

**APPROVE THE PRELIMINARY AND FINAL PLATS FOR
MAB SECOND ADDITION**

WHEREAS, Steve Underdahl (the "Applicant") on behalf of Malecha Auto Body (the "Owner") requests preliminary and final plat approval to combine two lots into one, legally described in Exhibit A (the "Property"); and

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

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the applications, and following said public hearing, made written findings and recommended approval of the applications; and

WHEREAS, the City Council, on May 27, 2024, at a public meeting, considered the applications; and

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

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

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

Finding: The proposed preliminary plat is consistent with UDO requirements within the C-2, Highway Commercial zoning district and subdivision platting requirements.

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

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

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

Finding: The preliminary plat provides for reasonable use of land intended for commercial development, based on sound planning and engineering principles. The project utilizes existing infrastructure and street frontages to accommodate an expanded commercial use.

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

Finding: The preliminary plat lot is consistent with the provisions of the City's Unified Development Ordinance. No new infrastructure is proposed and no change in access or traffic is expected.

5. Criteria: All submission requirements have been satisfied.

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

WHEREAS, the City Council further finds that approval of the final plat of MAB Second Addition as depicted on Exhibit C, subject to certain conditions of approval, is appropriate with the following findings as

required by Section 15-210 of the City's Unified Development Ordinance:

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

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

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

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

3. All submission requirements have been satisfied.

Finding: The proposed final plat adequately addresses the submission requirements outlined in the City's Unified Development Ordinance.

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

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

1. The Applicant/Property Owner must make the following changes regarding the final plat:
 - a. Clear identification of rights-of-way.
 - b. Name and address of developer and surveyor.
 - c. Date of plat creation and amendments.
 - d. Revision of dedication statement to comply with ordinance.
 - e. Put 'Jessica L. Kinser' for name under City Administrator signature line.
 - f. Notarized certification of surveyor.
 - g. Signatures from all owners and persons of interest, including mortgage holders.
2. The Owner and City must enter into a Development Agreement that specifies the provisions of the development related to the

- plat.
3. Under Sec 15-338(A), the applicant will not be required to dedicate parkland or pay fees in lieu of parkland dedication, as the impact of the expanded commercial property is less than the demolished residential home.
 4. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees, special assessments, and taxes.
 5. The plat must be recorded with the Rice County Recorder within 12 months following City Council approval or it shall be automatically deemed null and void, unless the City Council extends the deadline to record the plat.
 6. The Developer shall submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

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

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

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

(Remainder of page intentionally left blank)

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

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

Lot 1, Block 1, MAB ADDITION, AND ALSO, Lot 3 Block 1, 218 ADDITION, Rice County, Minnesota.
according to the plat thereof, on file and of record in the office of the County Recorder, Rice
County, Minnesota.

MAB SECOND ADDITION

[illegible]



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-138 Approve a Conditional Use Permit Amendment for Major Auto Repair in C-2 and Shoreland at 190 20th St NW

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-138

Attachments:

1. Resolution 2025-138 Approve a Conditional Use Permit Amendment for Major Auto Repair in C-2 and Shoreland at 190 20th St NW

CITY OF FARIBAULT

RESOLUTION #2025-138

APPROVE A CONDITIONAL USE PERMIT AMENDMENT FOR MAJOR AUTO REPAIR IN C-2 AND SHORELAND OVERLAY DISTRICT AT 190 20TH ST NW

WHEREAS, Steve Underdahl (the "Applicant") on behalf of Malecha Auto Body (the "Owner") requests a conditional use permit amendment to expand their major auto repair business in C-2, Highway Commercial and the Shoreland Overlay District at 190 20th St NW legally described in Exhibit A of this Resolution (the "Property"); and

WHEREAS, the Owner received a conditional use permit on August 26, 2022 to permit major auto repair in C-2 (Resolution 2022-158) and Shoreland (Resolution 2022-159); and

WHEREAS, Table 11-1 of the City of Faribault's Unified Development Ordinance requires a conditional use permit for major auto repair in C-2 and Shoreland; and

WHEREAS, City Staff completed a review of the Applicant's application, attached as Exhibit B, and prepared a report to the Planning Commission about said request; and

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing to consider the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional

use permit amendment request based on the findings required in Section 2-300 of the Unified Development Ordinance as follows:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Finding: The proposed expansion to the existing major auto repair business will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare. The use and overall development are compatible with the adjacent residential and commercial properties and will not result in adverse impacts.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Finding: The expanded commercial use will not negatively impact other nearby properties. Properties in the immediate area are a mix of residential and commercial. The proposed expansion does not impede the investment and development of adjacent properties.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The proposed commercial expansion is designed to be compatible with the architectural appearance of the existing Malecha Auto Body building and will fit with the character of the surrounding area.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Finding: The proposed commercial expansion does not contribute to hazards or disturbing activities that negatively affect other properties. Staff received no recent complaints of the existing major auto repair use at this location, so any potential adverse impacts are unlikely.

5. The conditional use will not substantially diminish the value of neighboring properties.

Finding: The proposed commercial expansion at this location is unlikely to diminish nearby property values. The applicant is required to provide screening to the benefit of adjacent properties. Investment in buildings in this area may positively impact nearby property values.

6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.

Finding: Public sewer, water, and all other applicable municipal services serve the subject property. The property has adequate access to the larger road network. The business expansion will not generate a notable increase in public service demand. If the parking proposed on-site does not accommodate all the business activity, the previously approved CUP for this use requires that additional parking be constructed.

7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

Finding: The Project will not generate a notable increase in demand on public facilities or services. The Project's location along Trunk Highway 3 will benefit the economic welfare of the community by being accessible to the community.

8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

Finding: The Project will not cause traffic congestion as the business expansion does not create significant additional parking demand. The site plan provides for proper traffic circulation without causing congestion.

9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.

Finding: The Property does not have important natural, scenic, or historic features. The location is near the Cannon River but the expansion is outside of the 300-foot shoreland buffer.

10. The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.

Finding: The City's Comprehensive Plan guides the Property for commercial uses. The Project is consistent with the land use plan.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

Finding: The Project conforms to the Unified Development Ordinance requirements.

WHEREAS, following the public hearing, the Planning Commission also recommended that the City Council approve the Applicant's conditional use permit amendment request based on the findings required in Section 13-710 of the Unified Development Ordinance for a conditional use in Shoreland, as follows:

1. A thorough evaluation of the water body and the topographic, vegetation and soils conditions on the site must be made to ensure the prevention of soil erosion or other possible pollution of public waters, both during and after construction.

Finding: The DNR and City Engineer have reviewed the proposal and find that the project will mitigate soil erosion and water pollution related to this project.

2. The visibility of structures and other facilities as viewed from public waters is limited.

Finding: The proposed commercial expansion is beyond 300 feet from the shore and is adequately screened by a considerable amount of vegetation.

3. The site is adequate for water supply and is served by municipal sewer services.

Finding: The property has adequate access to water and sewer services.

4. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.

Finding: The use does not have a water-oriented component to its operation.

WHEREAS, the City Council, during a public meeting on May 27, 2025, considered the Applicant's conditional use permit request; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission as noted above, the City Council concurs with the findings of the Planning Commission and makes identical findings.

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

Section 1: Approval of a Conditional Use Permit Amendment. The City Council hereby approves the Applicant's conditional use permit amendment request at the property described in Exhibit A to expand the major auto repair use described in Exhibit B, subject to the conditions in Sections 2 and 3 of this Resolution.

Section 2: Conditions of Approval. The conditional use permit amendment is approved subject to conditions listed herein as authorized under Section 2-310 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions adopted in the Resolution are in addition to the ones adopted in Resolution 2022-158 and Resolution 2022-159. If there is a conflict between this Resolution and previous resolutions, conditions in this Resolution supersede and apply. The conditions of approval are as follows:

1. The Project must receive Site Plan approval from the City's Development Review Committee before obtaining building and development-related permits. Site Plan approval may include additional conditions of approval not listed in this conditional

use permit.

2. The Owner must construct the Project substantially similar to the Applicant's submittal included in Exhibit B of this Resolution. Any significant change, as determined by the City's Development Review Committee, would require approval of a conditional use permit amendment.
3. The Owner must conform to Section 7-30 Development Standards for an auto repair business.
4. Parking lot striping for 44 parking spaces must be installed if the City determines a shortage of on-site parking becomes apparent.
5. Conditions of Approval for Resolution 2022-158 and Resolution 2022-159 are also adopted as a part of this Resolution.
6. The conditions of approval as outlined in Resolution 2022-209 approving a variance for setbacks are also adopted as a part of this Resolution.
7. Approval of this conditional use permit amendment does not constitute approval of any associated signs. Separate applications for sign permits are required before sign installation and applications must meet all City ordinance requirements.

Section 3: Additional Conditions of Approval. This conditional use permit amendment includes the following additional conditions of approval:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.

4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties, their successors, and assigns. This permit runs with the Property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the Property.
6. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.
7. If substantial development or construction of the Project has not taken place within one (1) year of the date of approval of the conditional use permit, such permit shall be void unless the City Council grants a time extension. The Owner must submit an extension request in writing at least thirty (30) days before the expiration of the conditional use permit.

Section 4. Findings and Incorporation of Recitals and Exhibits.

Where applicable, the recitals and exhibits incorporated in this Resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Section 6. Effective Date. This Resolution shall be effective upon passage.

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

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

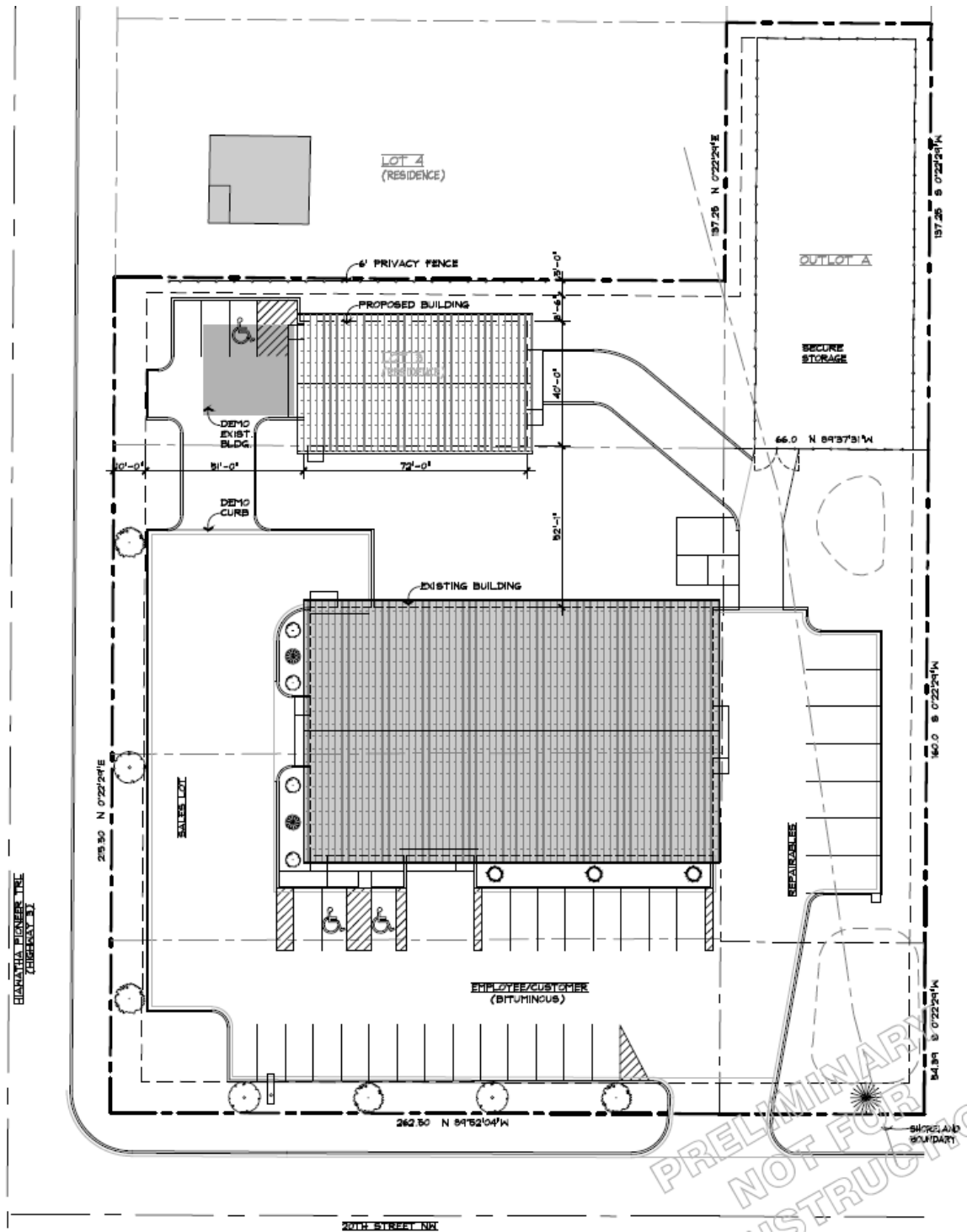
ATTEST:

Jessica L. Kinser, City Administrator

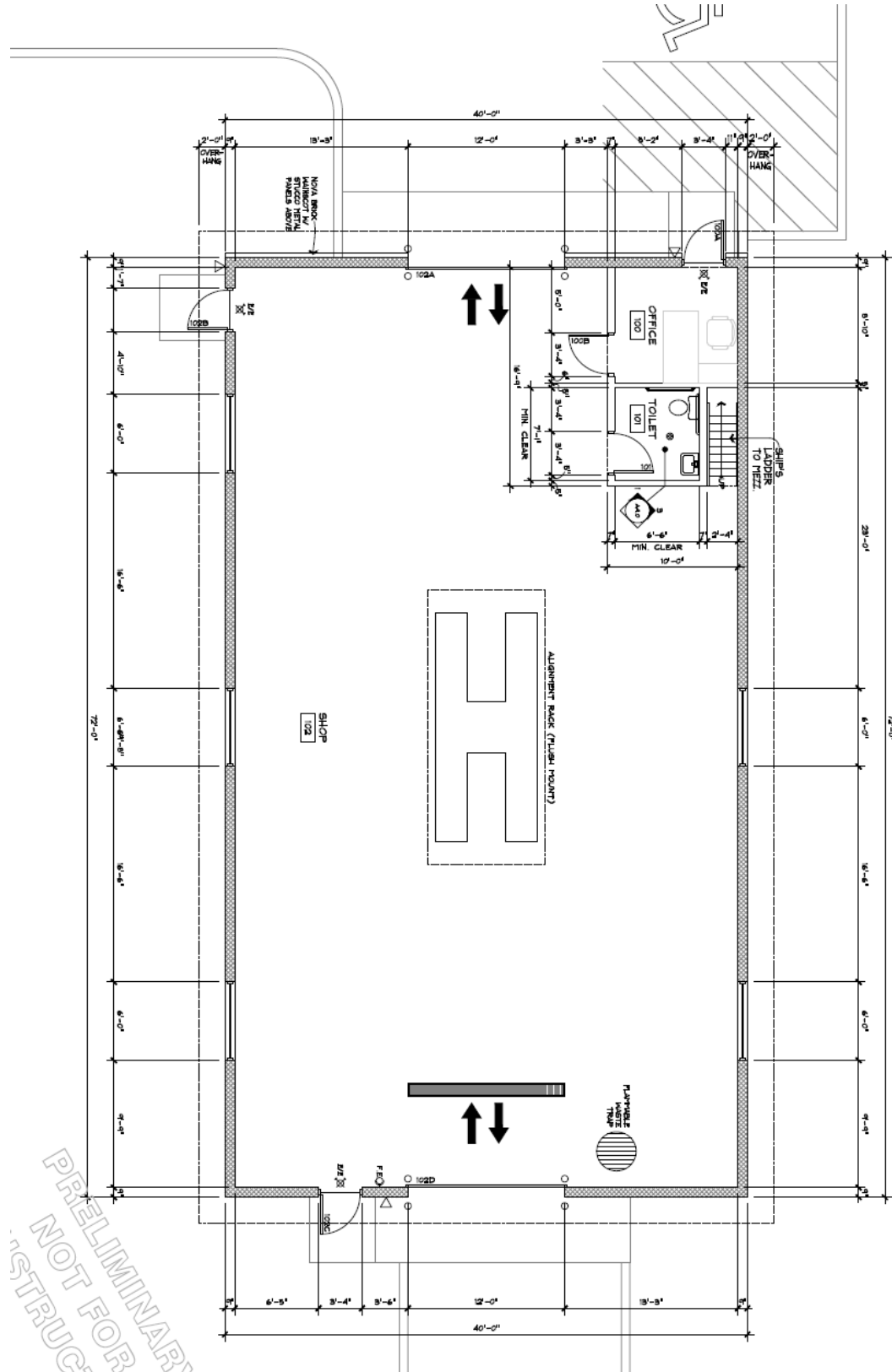
Exhibit A
Legal Description of the Property

Lot 1, Block 1, MAB Addition, AND ALSO, Lot 3 Block 1, 218 ADDITION, Rice County, Minnesota. according to the plat thereof, on file and of record in the office of the County Recorder, Rice County, Minnesota.

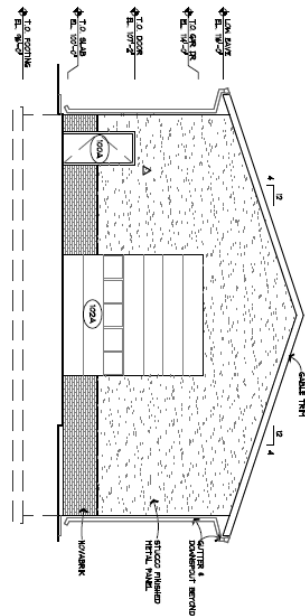
Exhibit B Depiction of CUP Amendment



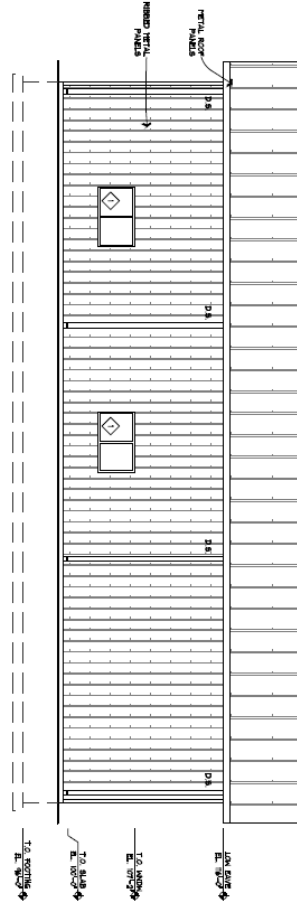
Site Plan



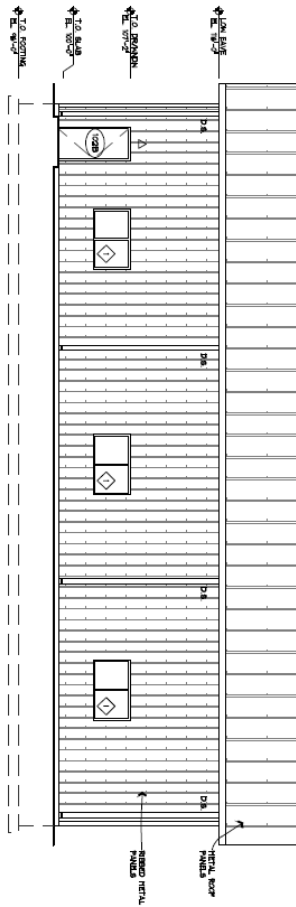
Building Plans



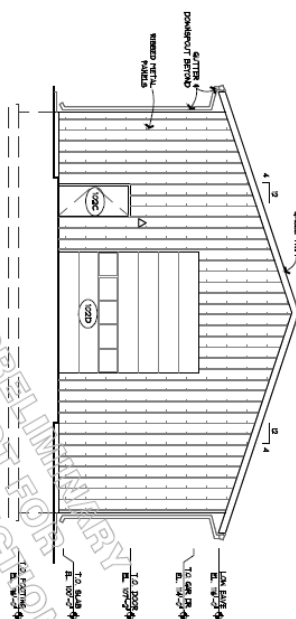
1
WEST ELEVATION
SCALE: 3/8" = 1'-0"



2
NORTH ELEVATION
SCALE: 3/8" = 1'-0"



3
SOUTH ELEVATION
SCALE: 3/8" = 1'-0"



4
EAST ELEVATION
SCALE: 3/8" = 1'-0"

Building Elevations



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
 David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Blais/1216 1st Ave NW - CUP and Variances

Background:

David Blais (Applicant and Property Owner) requests a Conditional Use Permit (CUP) and variances at 1216 1st St NE. The subject property is zoned R-1, Single Family Residential and contains approximately 7.30 acres of land. The request by the applicant is to have a 100-foot by 40-foot (or 4,000 sq ft) accessory structure on the property. The accessory structure will be for personal use. The submitted CUP is to allow an increase of 25% as allowed in the ordinance for an accessory structure. The variances are to address the additional square footage beyond the 25% increase, the amount of accessory use in comparison to residential use, and the location of the structure in the front yard.

City staff find that the requested CUP and variance from the front setback meet the criteria to be granted. The conditions for a CUP are met by the request, and the variance from the front setback demonstrates a practical difficulty where the flattest part of the site for a new structure is located in front of the house. However, city staff cannot find a practical difficulty sufficient to meet all the required criteria for the 4,000-square-foot structure (a 270% increase over what is allowed by the CUP) and to have more accessory structure area and use than primary structure area and use (the amount of accessory structure proposed to be 177% the size of the dwelling). More details may be found in the attached staff report to the Planning Commission.

At the Planning Commission public hearing on May 5, 2025, the applicant's proposals generally received support from most of the Planning Commission. The Planning Commission voted 5-2 on tabling the items for the next meeting and providing staff direction on writing findings in favor of all the requests. Commissioners Green and Jackson dissented, wishing to vote on the items at that meeting. After revisions by staff, the items were heard again at the May 19th, 2025 meeting. Planning Commissioners voted unanimously in favor of the CUP and the variance for the front

setback. Commissioners then voted 5-2 to recommend approval of the size and accessory use versus primary use variance. Commissioners Green and Ackman dissented, stating that the rules should be followed and there is not a clear practical difficulty with the variances.

In addition to the recommended resolutions, the Planning Commission voted unanimously to request the City Council direct staff to research and propose new ordinance language that would permit larger accessory structures on lots over 5 acres.

Recommendation:

Approve the associated resolutions

Attachments:

1. Staff Report to PC



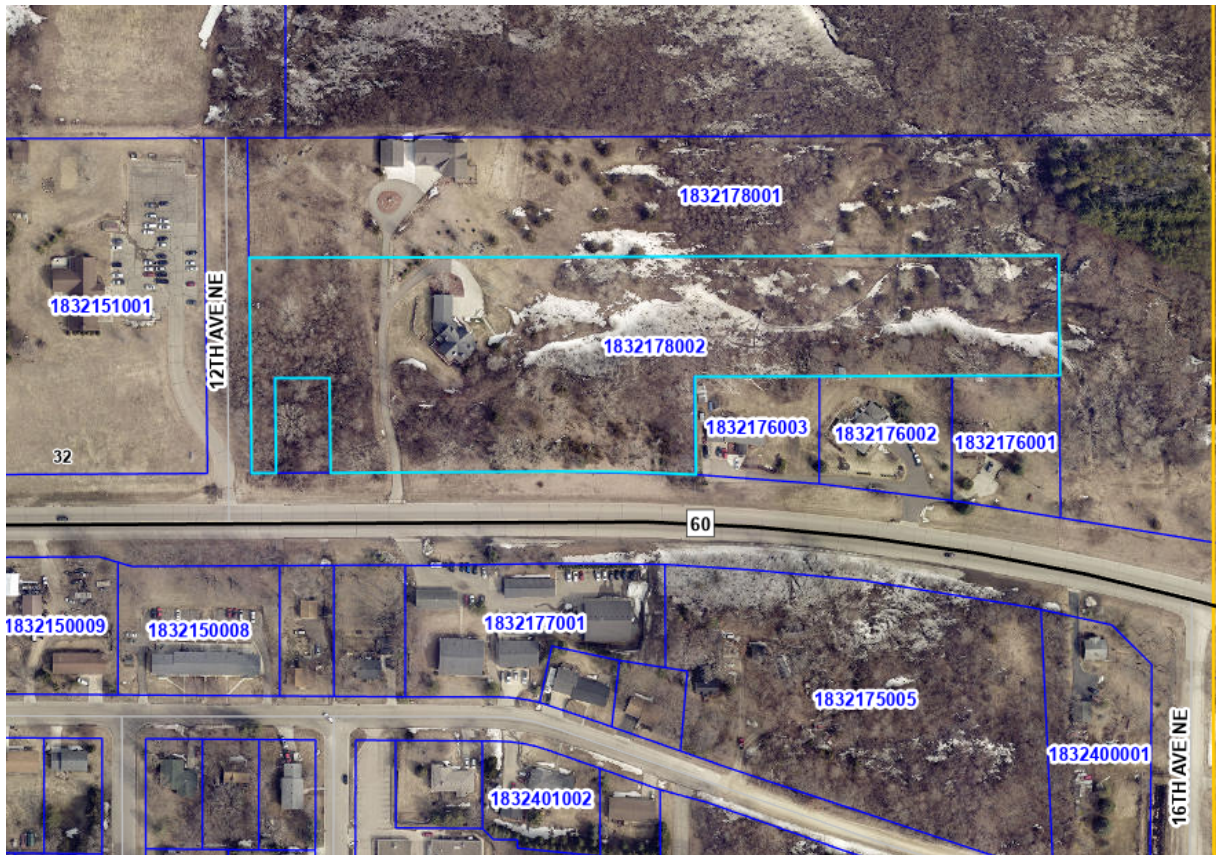
Staff Report to the Planning Commission

TO: Planning Commission
THRU: David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 19, 2025
SUBJECT: Blais/1216 1st St NE – CUP and Variances

Request:	Applicant requests a CUP for a larger accessory structure and variances for placement in a front yard, for the structure to be 4,000 square feet, and for accessory uses to be larger than the principal use.
Recommendation:	The DRC and City Planning Manager recommend approval of the CUP and front yard setback variance but not in favor of the structure size and accessory vs principal use variances.
Recommended Motion:	Motion to forward and recommend approval of the CUP and variance from front yard setback requests but not in favor of the size and accessory vs principal use variances to City Council, with findings and conditions suggested by city staff.

Request:

David Blais (Applicant and Property Owner) requests a Conditional Use Permit (CUP) and variances at 1216 1st St NE. The subject property is zoned R-1, Single Family Residential and contains approximately 7.30 acres of land.



Outlined in Cyan = Property at 1216 1st St NE

Background, Project Description, and Request:

The request by the applicant is to have a 100-foot by 40-foot (or 4,000 sq ft) accessory structure on the property. The accessory structure will be for personal use. The submitted CUP is to allow an increase of 25% as allowed in the ordinance for an accessory structure. The variances are to address the additional square footage beyond the 25% increase, the amount of accessory use in comparison to residential use, and the location of the structure in the front yard. Staff calculates, with assistance from Rice County records, that the existing home (without the garage, which is an accessory use) as the primary use is 2,772 sq ft. The total square feet proposed for accessory uses (attached garage and proposed structure) amount to 4,911 square feet.

Part of Pkg 1832178002	CERTIFICATE OF SURVEY	PARCEL OWNER/ADDRESS: DAVID BLAIS 1218 LOT ST NE FARBAULT MN 55021						
PRELIMINARY	Lot 2 Block 1 of HILLTOP ESTATES, SECTION 32, TOWNSHIP 110 NORTH, RANGE 20 WEST, RICE COUNTY, MINNESOTA	REVISION # 0						
TAX DESCRIPTION Lot 2 Block 1 of HILLTOP ESTATES <u>Subject to any easements and restrictions of record.</u>								
PROPERTY LINE N 89°49'12" E 1231.57								
The above described parcel contains 7.26 acres more or less.								
NOTE: CONTRACTOR/CLIENT TO VERIFY ALL EXISTING AND PROPOSED ELEVATIONS AND LOCATIONS PERTAINING TO ANY AND ALL CONSTRUCTION PRIOR TO CONSTRUCTION. NOTE: BUILDING DIMENSIONS SHOWN ARE FOR HORIZONTAL LOCATION OF STRUCTURE ONLY. SEE ARCHITECTURAL PLANS FOR FOUNDATION AND BUILDING DIMENSIONS AND DETAILS. NOTE: BEARINGS ARE ASSUMED AND BASED ON THE NORTH LINE OF Lot 2 Block 1 of HILLTOP ESTATE, BEING N 89°49'12" E NOTE: CERTIFICATE DOES NOT PURPORT TO SHOW ANY OR ALL APPLICABLE INFORMATION, EXCEPT AS SHOWN, QUESTIONS PERTAINING TO INFORMATION NOT SHOWN ON THIS CERTIFICATE SHOULD BE DIRECTED TO THE APPROPRIATE REVIEWING PARTY.								
NEIGHBOR MAP SECTION 32-110N-20W, RICE COUNTY, MINNESOTA <table border="1" style="width: 100%; text-align: center; font-size: x-small;"> <tr> <td>NW 1/4</td> <td colspan="2">PARCEL LOCATION —●— NE 1/4</td> </tr> <tr> <td>SW 1/4</td> <td>SE 1/4</td> <td></td> </tr> </table> N 0 25 50 Feet	NW 1/4	PARCEL LOCATION —●— NE 1/4		SW 1/4	SE 1/4		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, & REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 02/14/2025	
NW 1/4	PARCEL LOCATION —●— NE 1/4							
SW 1/4	SE 1/4							
BENJAMIN D. VOEGELE, L.S. MN LICENSE NO. 49771	PROPERTY LINE N 89°04'37" E 136.55							

**DAVE BLAIS
FARIBAULT, MN 55021**

**40'-0" X 100'-0"
DETACHED GARAGE
NOT FOR CONSTRUCTION**
SmartSide
TRIM & SIDING

THIS PLAN IS PRELIMINARY AND NOT INTENDED FOR CONSTRUCTION BUT THE SOLE PURPOSE OF ESTABLISHING A SCOPE OF WORK.

FOR ILLUSTRATION ONLY
NOT TO SCALE

THIS DOCUMENT IS THE PROPERTY OF
ANY DUPLICATION OR USE IS STRICTLY
PROHIBITED WITHOUT EXPRESS WRITTEN
PERMISSION. THIS DOCUMENT IS NOT A
WARRANT. IT IS MADE AS TO THE DESIGN OR
DRAWINGS. ALL DIMENSIONS AND
NOTES SHALL BE USED TO BE VERIFIED
PRIOR TO CONSTRUCTION.

CLIENT NAME:
**DAVE BLAIS
FARIBAULT, MN 55021**

PROJECT SCOPE
DETACHED 40' X 100'
GARAGE/STORAGE
PRELIMINARY

DRAWN BY:
B.P.
DATE
01/18/2025
SHEET NUMBER
A1

TRADES SHALL VERIFY ALL CONDITIONS AND
DIMENSIONS AT THE JOB SITE AND NOTIFY THE
DESIGNER OF ANY DIMENSIONAL ERRORS,
OMISSIONS OR DISCREPANCIES BEFORE BEGINNING
OR FABRICATING ANY WORK.

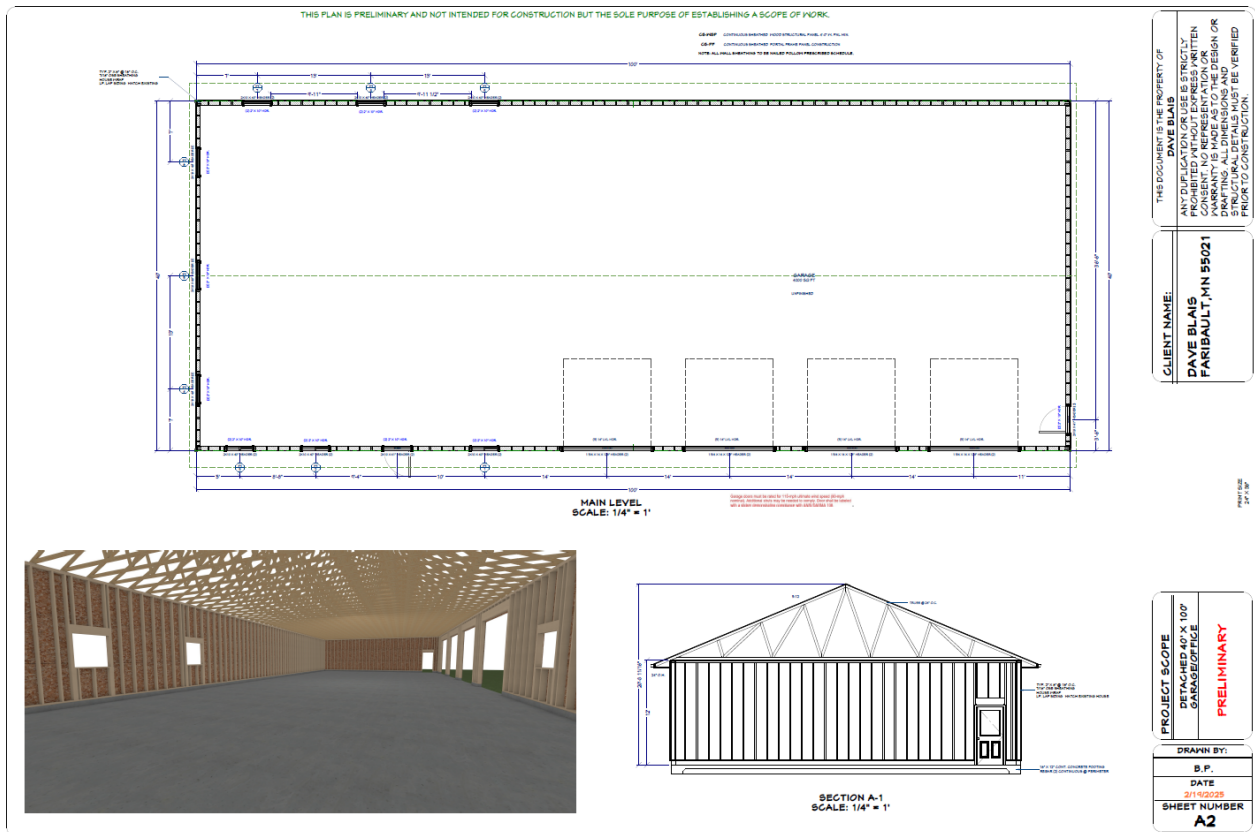
ALL TRADERS SHALL MAINTAIN A CLEAN WORK SITE.

NO VIEWS ARE NOT TO SCALE AND MAY NOT REFLECT EXACTLY WHAT IS AVAILABLE
FOR THE PROJECT. RENDER VIEWS ARE REPRESENTATIONS OF WHAT THE VIEWS
COULD LOOK LIKE, NOT WHAT THEY LOOK LIKE.
NO VIEW ALWAYS SUPERCEDES TO VIEW

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P.O. A9	

DO NOT SCALE DRAWINGS

1/4" = 1'-0"



Building Plans

Table 1 – Requests Table

CUP Issue	Requirement	Proposed	CUP
Accessory structure larger than allowed (Sec 6-180(C)(2))	Maximum 864 sq ft	4,000 sq ft	Allows 25% increase to maximum (864 sq ft; total of 1,080)
Variance Issue	Requirement	Proposed	Variance
Size of accessory structure exceeds maximum (Sec 6-180(C))	1,080 sq ft maximum (with CUP)	4,000 sq ft	2,920 sq ft
The accessory use or structure shall be subordinate in area, extent, and purpose to the principal use or structure served. (Sec 6-170(3))	Total square footage of accessory structures and uses must be smaller than the total square footage of home	Approximately 2,772 sq ft living space versus approximately 4,911 sq ft of accessory use	Approximately 2,140 sq ft
Location of garage (Sec 6-180(C)(1))	Detached accessory structures must be on the side or rear of a principal structure	Approximately 100 feet from front property line	Approximately 65 feet (house is 65 feet behind proposed structure)

To clarify staff's approach to Sec 6-170(3), the ordinance only states that

the 'area, extent, and purpose' of accessory uses must be subordinate to or less than the primary use. Staff sees this phrase as broad and undefined, which leads to a determination that using square footage to assess overall principal uses (including multiple stories) through Rice County's record of 'living area' is a reasonable approach and to the benefit of the property owner. While the UDO has a section limiting attached garages and accessory uses based on comparing footprints, that requirement is spelled out in said ordinance section. Staff could use the footprint of uses to define 'area', but it goes against previous direction from Council to work with applicants and make reasonable interpretations and determinations of the ordinance. Staff sees using total square footage of living space (principal use) versus total square footage of accessory use to be a reasonable interpretation of defining uses to the benefit of the property owner.

Discussion:

The proposed CUP and one of three variances are consistent with the planning and zoning aspects of the City of Faribault's Unified Development Ordinance. The other two 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:

CUP Summary

- An increase of 25% to the base accessory structure size, from 864 sq ft to 1,080 sq ft will not be detrimental to the public or nearby properties. The structure will be compatible with the primary structure and not cause any hazards or diminish property values. No additional services are needed and a 1,080 sq ft accessory structure will not create excessive demands on public infrastructure, create additional traffic, or damage any historical or natural features.

Variance Summaries

Accessory Structure in Front Yard

- The particular variance to allow the accessory structure closer to the road than the house is not unreasonable. The largest, undeveloped, and flat area of land on the property is exactly where the applicant proposes, and it happens to be in front of the home. The applicant is permitted to have a detached accessory structure, and its placement on a seven-acre, topographically challenging lot is not unreasonable. The request by the applicant is in harmony with the general purposes and intent of the City's ordinances. Much of the zoning code anticipates or guides the placement of a principal structure close to the public street. There are many reasons, from urban design and

community aesthetics to safety, for the principal building to be closer to the street in urban settings. However, this particular property is over seven acres and located on the periphery of the city, with the house built farther back than required per the underlying setbacks. In addition to the topography issues of the site, locating an accessory structure up to 100 feet from the road on the periphery of the city limits is not breaking the intent of the ordinance. The request to place the accessory structure closer to the street than the house will not change the essential character of the neighborhood. As the city transitions from urban to rural, many rural properties have accessory structures closer to the road or in line with the house. The structure's location 20 feet above the road elevation will help passers-by and neighbors not see the accessory structure.

Larger Accessory Structure than Allowed/More Accessory Use and Structure than Primary Use and Structure

- The general intent by limiting accessory structure sizes and requiring more principal use than accessory use area on the property is to ensure that the property's primary or principal use (in this case, a dwelling) remains the primary use of the property for both aesthetics and functionality. Having too many or too large accessory structures can detract from the property and the neighborhood's overall look and feel. A large accessory structure may cause a visual or spatial imbalance versus other properties. A large accessory structure can even detract from and overshadow the primary structure on the property.

The applicant has not demonstrated that the accessory structure is intended to be in harmony with the general purpose and intent of the ordinance. The applicant has applied for a CUP to allow a 25% increase for 1,080 square feet, but the overall size is approximately 270% of what is allowed with the CUP. The total amount of accessory uses (which includes the proposed structure and the attached garage) is approximately 177% of the current dwelling's square feet.

The applicant points to the size of the property as a unique circumstance to support having a larger accessory structure. However, there are many larger lots on the periphery of town, and particularly on the east side. Many of them are zoned to allow agriculture, which rightly changes the rules regarding accessory structures since farms need room to store implements and products or protect animals. This property is not a farm and doesn't have a clear need for a large structure similar in size to what you might find

on a farm or in the county. Having a large lot is not an adequate unique circumstance to be granted a variance.

Additional points supporting the recommendation for denial are in the associated resolution.

Development Review Committee Recommendation. The City's Development Review Committee (DRC) reviewed the proposed CUP and variances on April 1, 2025. The DRC recommended in favor of the CUP and variance to allow the structure closer to the street than the primary structure but recommended against the variances for a size increase and more accessory use area than the primary use.

Building Codes

The Building Official, John Rued, notes that the proposed structure's size elevates it from a residential garage to a different building classification. Should the CUP and variances be approved by Council, an architect and engineer are required to produce documents and/or plans for the project prior to receiving a permit.

Public Comment. City Staff received no public comment prior to publishing this report. Notification for this item was published in the paper on April 24, 2025, and letters sent to property owners within 350 feet.

Recommendation:

The DRC and City Planning Manager recommend approval of the CUP and one of three variances to the City Council, based on the criteria and findings in the associated resolutions. The DRC and City Planning Manager recommend denial of the other two variances to the City Council, based on the criteria and findings in the associated resolution.

Planning Commission May 19th, 2025:

At the May 5th meeting, the Planning Commission tabled the project to the next meeting and asked staff to prepare resolutions supporting the project's requests using their preliminary findings. City Staff made edits to the resolutions in favor of the requests, as requested by Planning Commission. City staff still recommends approval of the CUP and one of the variances but denial of the other two variances for the same reasons as before.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-139 Approve a CUP for an
Accessory Structure at 1216 1st St NE

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-139

Attachments:

1. Resolution 2025-139 Approve a CUP for an Accessory Structure at 1216 1st St NE

CITY OF FARIBAULT

RESOLUTION #2025-139

APPROVE A CONDITIONAL USE PERMIT FOR AN ACCESSORY STRUCTURE AT 1216 1ST ST NE

WHEREAS, David Blais (the “Applicant” and “Property Owner”) requests a conditional use permit to allow a 25% increase above the allowed maximum size for an accessory structure at 1216 1st St NE (the “Property”), as depicted in Exhibit A; and

WHEREAS, Sec 6-180(C)(2) of the City of Faribault’s Unified Development Ordinance states the maximum size of a detached accessory structure may be increased by up to 25% upon approval of a conditional use permit, provided lot coverage requirements are met; and

WHEREAS, City Staff completed a review of the Applicant’s application, attached as Exhibit B, and prepared a report to the Planning Commission about said request; and

WHEREAS, the Planning Commission, on May 5, 2025, following proper notice, held a public hearing to consider the Applicant’s request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant’s conditional use permit request based on the findings required in Section 2-300 of the Unified Development Ordinance as follows:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Finding: The proposed accessory structures will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare. A 25% increase in an accessory structure size is not a detriment to adjacent properties.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Finding: The proposed accessory structure will not negatively impact other nearby properties. Most properties in the immediate area are residential. A larger accessory structure located in one of the flatter areas of the property will not impede future development.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The proposed accessory structure is designed to be compatible with the architectural appearance of the primary structure and adjacent residential structures. The structure is wood-framed and features asphalt shingles and LP siding.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Finding: The proposed accessory structure on its own does not generate hazards or disturbing activities that negatively affect other properties. The zoning ordinance prohibits the applicant from operating a business with substantial traffic or impacts on adjoining properties.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

Finding: The proposed accessory structure at this location is unlikely to diminish nearby property values. City staff is not aware of other situations in the city where a larger detached accessory structure has diminished nearby property values.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

Finding: The accessory structure does not increase the need for public facilities or services. The current plans do not show additional utility needs.

- 7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Finding: As stated before in this resolution, the accessory structure does not create additional cost on public facilities or services. This structure does not impact the economic vitality or welfare of the community.

- 8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

Finding: The proposed accessory structure does not have an impact on traffic congestion or on-site circulation.

- 9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.**

Finding: The accessory structure's location is along a major entryway into city limits, but the placement on top of a hill well above the road level will lessen the impact on people's views.

- 10. The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.**

Finding: The City's Comprehensive Plan guides the property for Planned Residential Neighborhood. The accessory structure of a residential use is consistent with the land use plan.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

Finding: The accessory structure as proposed does not conform to the Unified Development Ordinance requirements for location in the front yard, an increased size above what is allowed in this CUP Resolution, and size of accessory uses versus the primary use. These issues are addressed in separate variance Resolutions.

WHEREAS, the City Council, during a public meeting on May 13, 2025, considered the Applicant's conditional use permit request; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission as noted above, the City Council concurs with the findings of the Planning Commission and makes identical findings.

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

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit request for a 25% increase in the allowed accessory structure size from 864 to 1,080 square feet at 1216 1st St NE legally described in Exhibit A of this Resolution, subject to the conditions in Sections 2 and 3 of this Resolution.

Section 2: Conditions of Approval. The conditional use permit is approved subject to conditions listed herein as authorized under Section 2-310 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The Owner must successfully obtain variances for the aspects of this proposal that do not conform with the Unified Development Ordinance. Failure to obtain one or more of these

variances will keep the applicant from constructing the Project substantially similar to the Applicant's submittal included in Exhibit B of this Resolution. Final construction of this Project must be compliant with the UDO, exempting any successfully-obtained variance. Any significant change or additional variances beyond what is identified with this submittal, as determined by the City's Development Review Committee, would require approval of a conditional use permit amendment. Adjusting the accessory structure size down to 1,080 square feet shall not be considered a significant change.

2. The property owner is prohibited from running any businesses in the accessory structure that are non-compliant with Chapter 6, Article 7 Home Occupations. Machine shops, body shops, repair of internal combustion engines (other than small engine repair), welding, manufacturing, or any other objectionable use as determined by the city council shall not be permitted as a home occupation. The home occupation shall be clearly incidental and subordinate to the residential use of the dwelling.
3. The applicant must have a hard surface driveway to the structure compliant with UDO Chapter 8, Article 2, Sec 8-100.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions of approval:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any

violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.

5. This permit and its conditions are binding on the parties, their successors, and assigns. This permit runs with the Property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the Property.
6. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.
7. If substantial development or construction of the Project has not taken place within one (1) year of the date of approval of the conditional use permit, such permit shall be void unless the City Council grants a time extension. The Owner must submit an extension request in writing at least thirty (30) days before the expiration of the conditional use permit.

Section 4. Findings and Incorporation of Recitals and Exhibits.

Where applicable, the recitals and exhibits incorporated in this Resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Section 6. Effective Date. This Resolution shall be effective upon passage.

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

Date Adopted: May 13, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

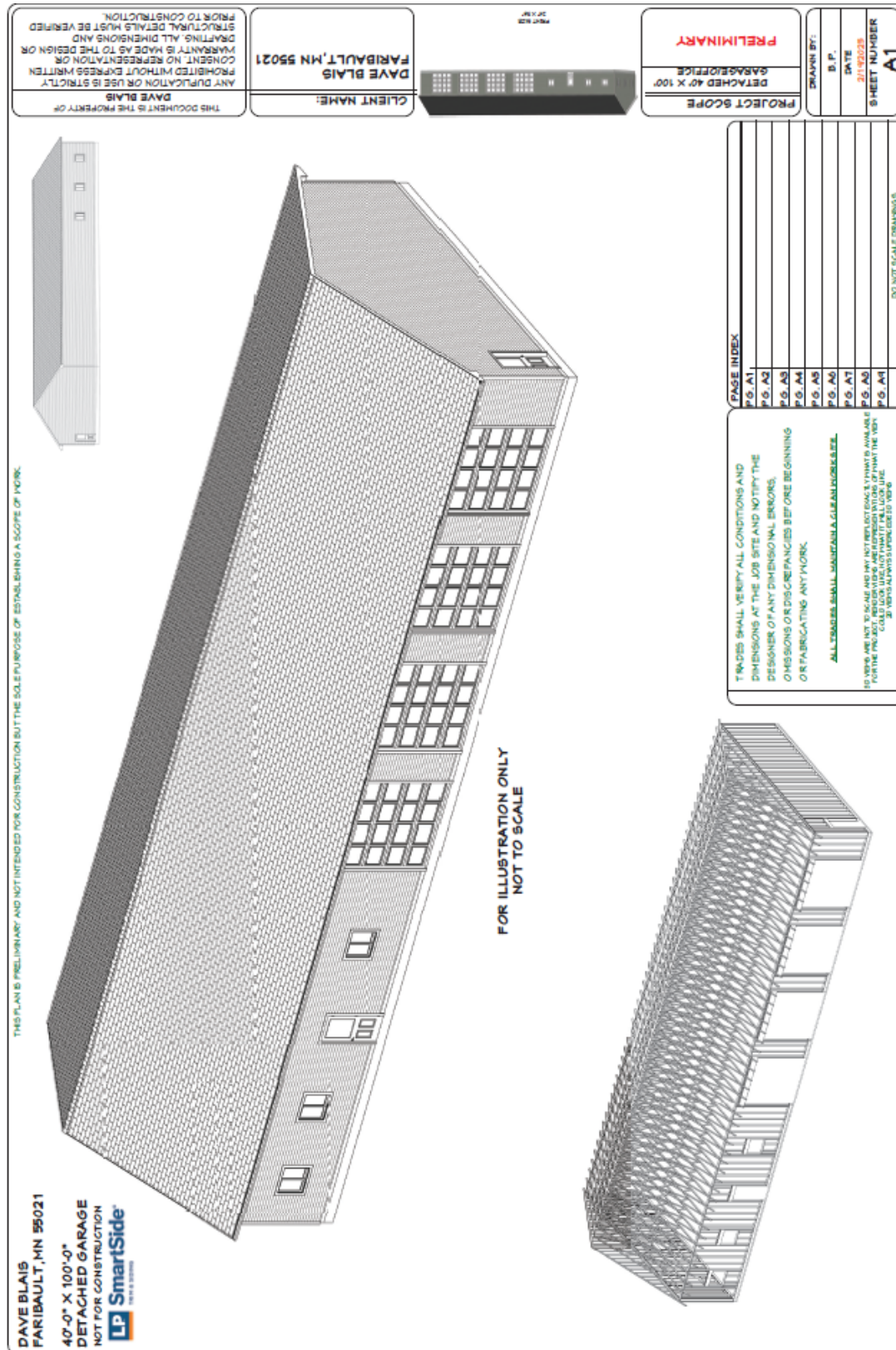
Exhibit A
Legal Description of the Property

Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION, Rice County, Minnesota

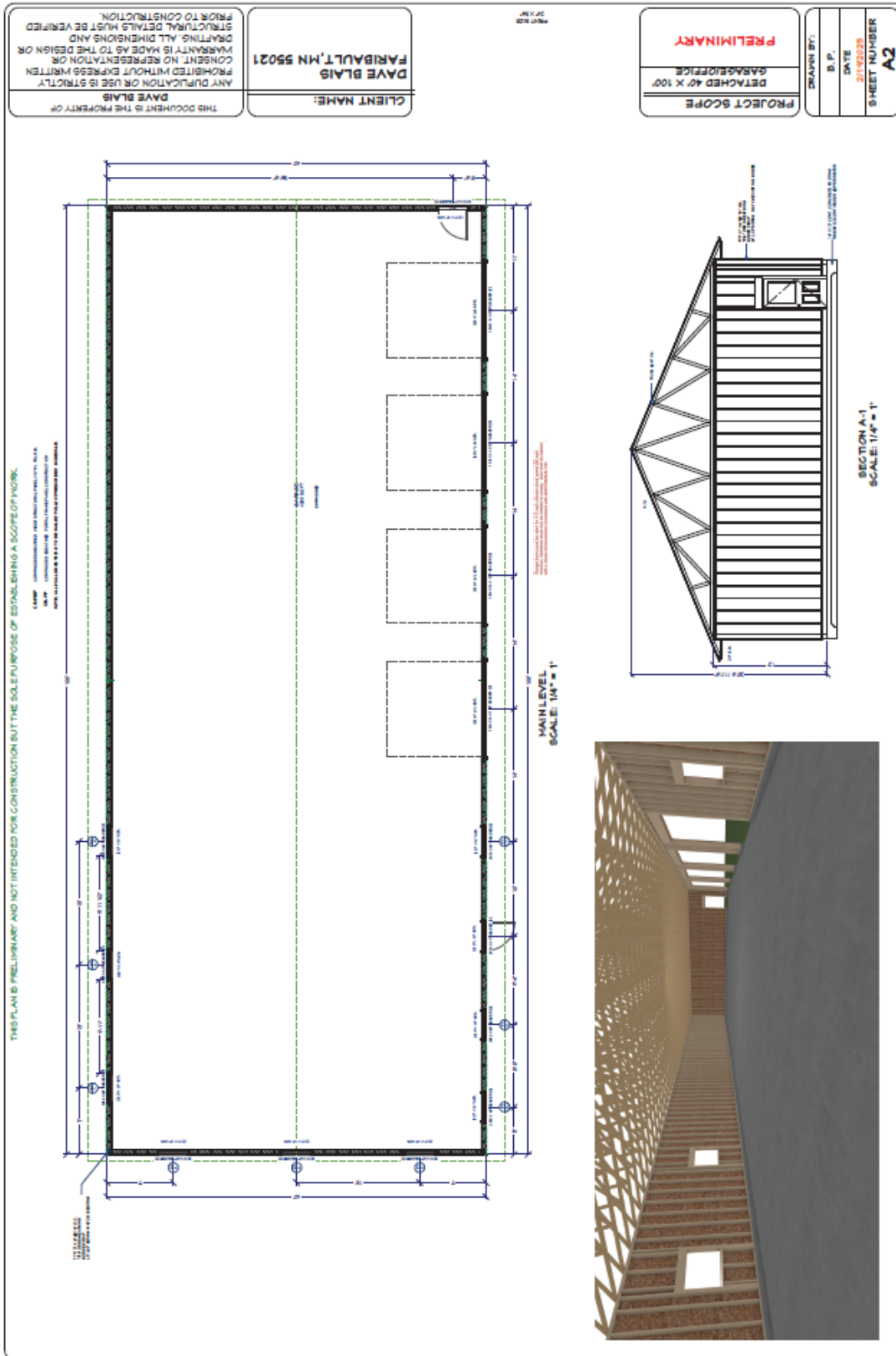
AND

East Sixty feet (60') of Lot Four (4) and the East Sixty feet (60') of the North Thirty-Four feet (34') of Lot Five (5), in Block Seventy-Seven (77) of the Original Town of Faribault, Rice County, Minnesota

Abstract



Building Plans



Building Plans



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-140 Approve Variance for Placing
an Accessory Structure in a Front Yard at 1216 1st
St NE

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-140

Attachments:

1. Resolution 2025-140 Approve Variance for Placing an Accessory Structure in a Front Yard at 1216 1st St NE

CITY OF FARIBAULT

RESOLUTION #2025-140

APPROVE VARIANCE FOR PLACING AN ACCESSORY STRUCTURE IN A FRONT YARD AT 1216 1ST ST NE

WHEREAS, David Blais (the “Applicant” and “Property Owner”) requests a variance to place an accessory structure in a front yard at 1216 1st St NE described and depicted in Exhibit A (hereinafter the “Subject Property”); and

WHEREAS, the Applicant requests to place an accessory structure in the front yard up to 100 feet from the front property line, approximately 65 feet in front of the primary structure, as depicted in Exhibit B; and

WHEREAS, under Appendix B (the Unified Development Ordinance [UDO]), Chapter 6, Article 4, Sec 6-180(C)(1) an accessory structure is “not permitted within the front yard”; and

WHEREAS, Appendix B UDO, Chapter 1, Sec 1-120 defines a front yard as “a space extending across the full width of the lot between any building and the front lot line and measured perpendicular to the building at the closest point to the front lot line”; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on May 5, 2024, following proper notice, held a public hearing regarding the requests; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the variance based on the following criteria and 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 request by the applicant is in harmony with the general purposes and intent of the City's ordinances. Much of the zoning code anticipates or guides the placement of a principal structure close to the public street. There are many reasons, from urban design and community aesthetics to safety, for the principal building to be closer to the street in urban settings. However, this particular property is over seven acres and located on the periphery of the city, with the house built farther back than required per the underlying setbacks. In addition to the topography issues of the site, locating an accessory structure up to 100 feet from the road on the periphery of the city limits is not breaking the intent of the ordinance.

2. The variance is consistent with the Comprehensive Plan.

Finding: The property is guided for Planned Residential Neighborhood, which is intended for areas on the periphery of the city that may be subdivided and redeveloped in the future. Due to topography on just the subject property alone, future development of this area will be limited, so utilizing available, flat areas of land for the property is not out of alignment 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 particular variance to allow the accessory structure closer to the road than the house is not unreasonable. The largest, undeveloped, and flat area of land on the property is exactly where the applicant proposes, and it happens to be in front of the home. The applicant is permitted to have a detached accessory structure, and its placement on a seven-acre, topographically challenging lot is not unreasonable.

- 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: As alluded to above, the property is unique for its topography and lack of suitable building sites located behind or in line with the principal structure. The existing topography is not a result of the applicant's doing.

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

Finding: The request to place the accessory structure closer to the street than the house will not change the essential character of the neighborhood. As the city transitions from urban to rural, many rural properties have accessory structures closer to the road or in line with the house. The structures location 20-feet above the road elevation will help passers-by and neighbors not see the accessory structure.

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

Finding: Due to topography, the applicant's chosen location for the accessory structure is the most suitable location for the proposed project. It is therefore the minimum variance necessary to grant.

- 7. Economic conditions alone do not constitute practical difficulties.**

Finding: As established earlier in this Resolution, the applicant has a practical difficulty apart from any economic concerns or conditions. Topography and a lack of suitable building locations makes the applicant's proposed location the best on the subject property's seven acres.

WHEREAS, the City Council, at a public meeting, on May 13, 2025, 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: Approval of the Requested Variance. The City Council hereby approves the requested variance as stated in the second, third, and fourth recitals of this Resolution from Chapter 6, Article 4, Sec 6-180(C)(1), of the City's Unified Development Ordinance. Said approval 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: Conditions of Approval. The variance is approved subject to conditions listed herein as authorized under Section 2-470 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the variance, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The placement of the accessory structure may not conflict with any primary or secondary septic field locations identified for the property. If the placement does conflict with any primary or secondary septic field locations, City Council gives city staff the ability to work with the applicant and adjust the final location of the structure.

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.

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

Date Adopted: May 13, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A Property Description



Blue Outline = Subject Property

PID 18.32.1.78.002 – 1216 1st St NE

Legal Description:

Lot 2, Block 1, Hilltop Estates



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-141 Approve Variances for a Larger Accessory Structure than Allowed and for More Accessory Use and Structure Area than Primary Use and Structure at 1216 1st NE

Background:

See main agenda item.

Recommendation:

Planning Commission recommends approval of Resolution 2025-141

Attachments:

1. Resolution 2025-141 Approve Variances for a Larger Accessory Structure and More Accessory Use than Primary Use at 1216 1st St NE

CITY OF FARIBAULT

RESOLUTION #2025-141

APPROVE VARIANCES FOR A LARGER ACCESSORY STRUCTURE THAN ALLOWED AND FOR MORE ACCESSORY USE AND STRUCTURE AREA THAN PRIMARY USE AND STRUCTURE AT 1216 1ST ST NE

WHEREAS, David Blais (the "Applicant" and "Property Owner") requests variances from the maximum accessory structure size and the amount of accessory use versus primary use requirements at 1216 1st St NE described and depicted in Exhibit A (hereinafter the "Subject Property"); and

WHEREAS, the Applicant requests permitting a 4,000 square foot accessory structure where the maximum (with a Conditional Use Permit) is 1,080 square feet, as limited under Appendix B (the Unified Development Ordinance [UDO]), Chapter 6, Article 4, Sec 6-180(C)(2), as depicted in Exhibit B; and

WHEREAS, the Applicant requests approximately 4,911 square feet of accessory use versus approximately 2,772 square feet of principal use (living space) where the accessory uses must be smaller than the principal uses as required under Appendix B UDO, Chapter 6, Article 4, Sec 6-170(3), as depicted in Exhibit B; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on May 5, 2025 following proper notice, held a public hearing regarding the requests; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the size and accessory use versus principal

use variances based on the following findings as required by Section 2-460 of the City's Unified Development Ordinance:

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

Finding: The general intent by limiting accessory structure sizes and requiring more principal use than accessory use area on the property is to ensure that the property's primary or principal use (in this case, a dwelling) remains the primary use of the property for both aesthetics and functionality. The new structure will be functionally subordinate to the house despite having a larger footprint. The applicant has no intention of splitting the accessory structure from the house, so the structure will always be considered accessory and supporting the main principal structure and use.

2. The variance is consistent with the Comprehensive Plan.

Finding: The property is guided for Planned Residential Neighborhood per the Comprehensive Plan to accommodate any future subdivision of land in the wider area. The Comprehensive Plan does have language in the implementation chapter about how the government should balance community interests and goals with individual rights. The applicant is, and will continue using, the property as a residence which complies with the land use plan.

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

Finding: The applicant justified the size of the garage as he has a lot of personal vehicles and equipment that he would rather store on his property than elsewhere. He asserts that having room for storage is a reasonable request justifying the size of the accessory structure.

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 points to the size of the property as a unique circumstance to support having a larger accessory structure. The property is larger than most other residential properties and is on the periphery of the city. This is a situation not caused by the property owner and is a unique circumstance that is unlikely to change due to the property's topography, limited road frontage, and little current interest in expanding city limits to the east.

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

Finding: The applicant states the area is rural and due to the size of the lot and structure location, most neighbors and passers-by won't see the structure. Therefore, the structure won't alter the character of the neighborhood.

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

Finding: The applicant states succinctly that the 4,000 square foot accessory structure is the smallest shed they want to build to house all of their personal vehicles and equipment.

7. Economic conditions alone do not constitute practical difficulties.

Finding: The applicant stated that the economic conditions alone are not a practical difficulty, but did not expand on their reasoning. As previously established, the applicant does have a practical difficulty with the request, so the request meets this criterion.

WHEREAS, the City Council, at a public meeting, on May 13, 2025, considered the request and concurred with all findings of the Planning

Commission as stated in the above recitals and hereby makes the identical findings.

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

Section 1: Approval of the Requested Variances. The City Council hereby approves the requested variances as stated in the second and third recitals, and depicted in Exhibit B, of this Resolution from Chapter 6, Article 4, Sec 6-180(C)(2) and Chapter 6, Article 4, Sec 6-170(3), of the City's Unified Development Ordinance. Said approval 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: Conditions of Approval. The variance is approved subject to conditions listed herein as authorized under Section 2-470 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the variance, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The project must be substantially similar to what is depicted in Exhibit B and may not exceed the variance limits. If the Development Review Committee determines that the project is substantially different from what is approved in this Resolution, the applicant will need to submit for a new variance.

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: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A Property Description



Blue Outline = Subject Property

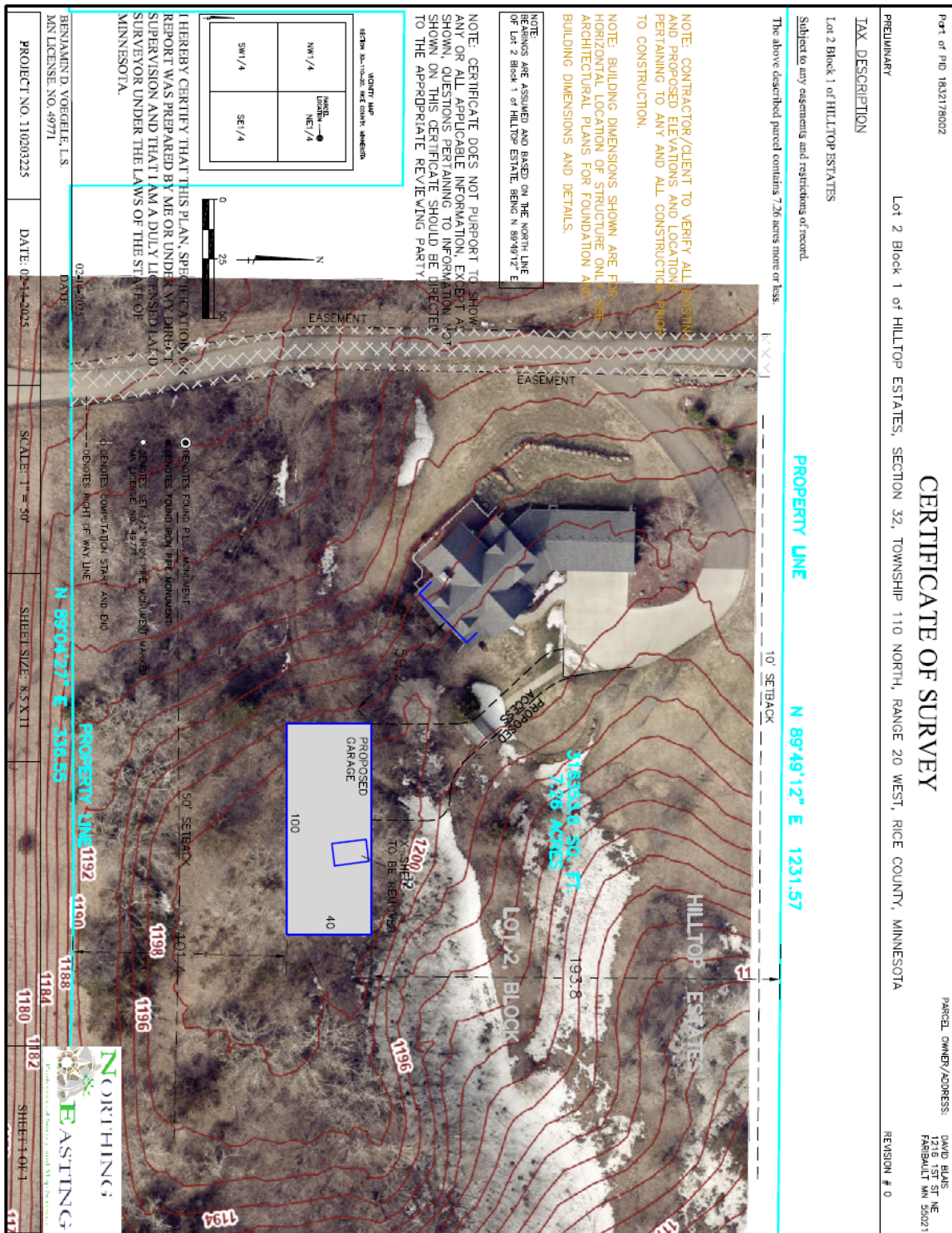
PID 18.32.1.78.002 – 1216 1st St NE

Legal Description:

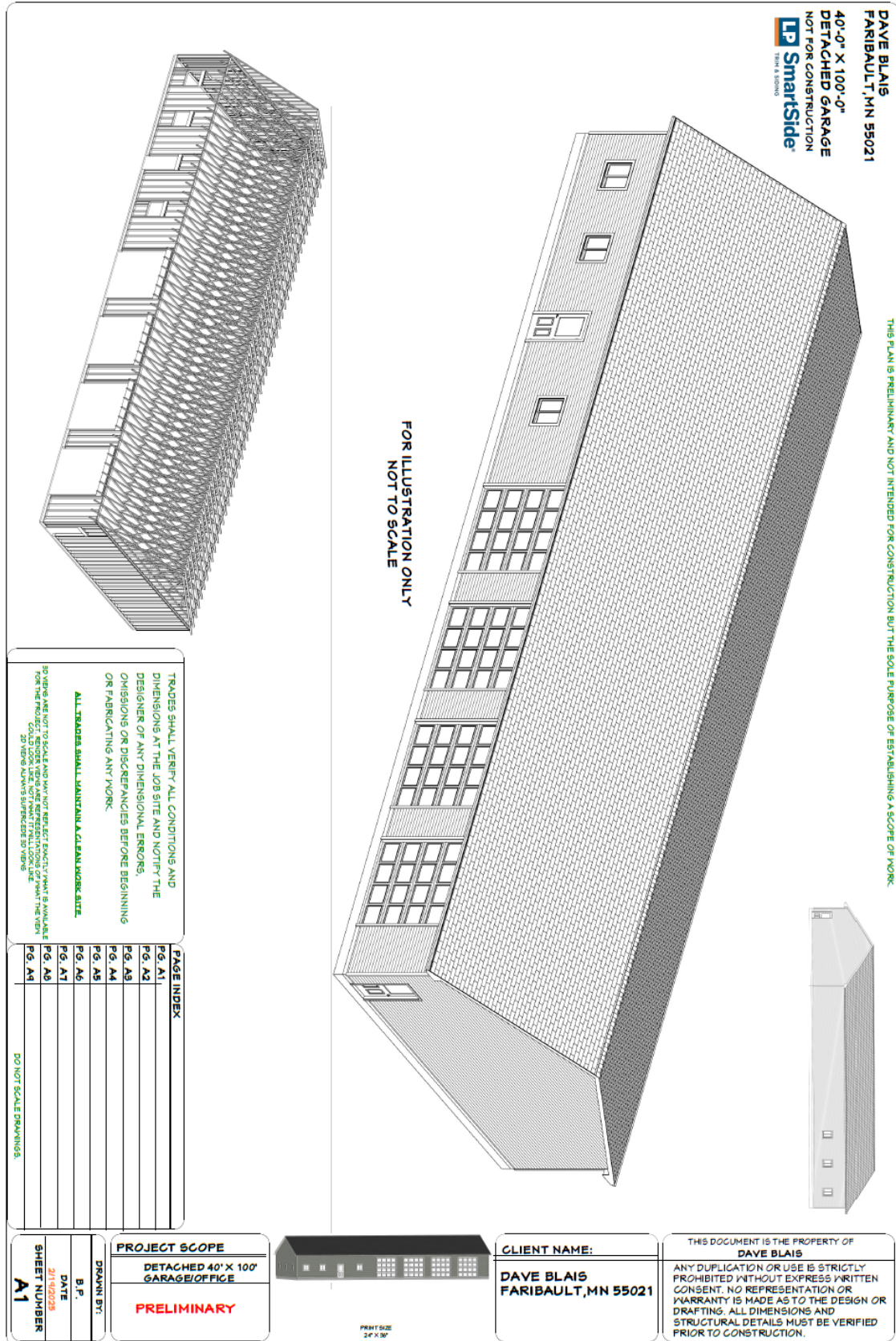
Lot 2, Block 1, Hilltop Estates

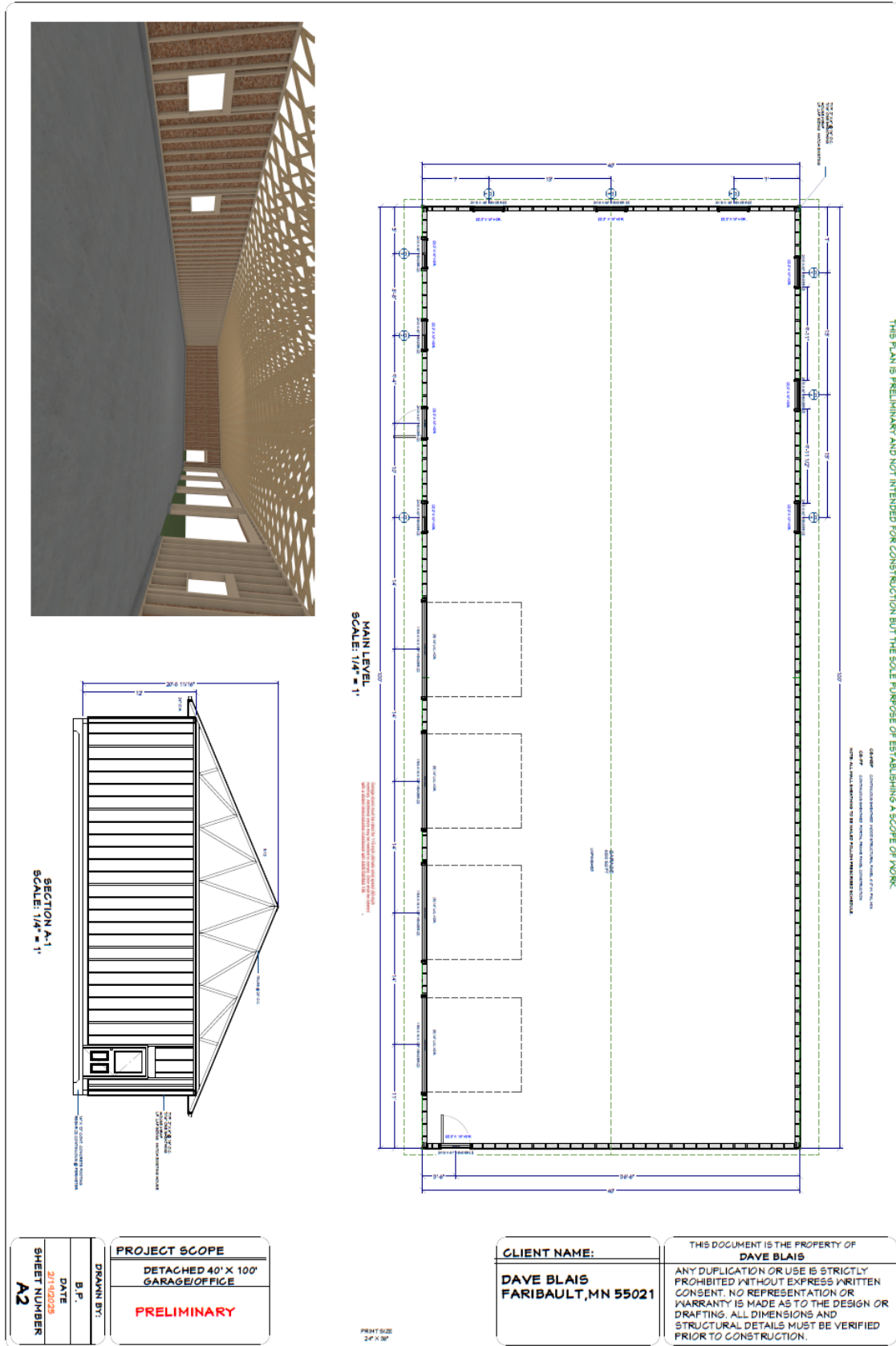
Exhibit B

Depiction of Variance



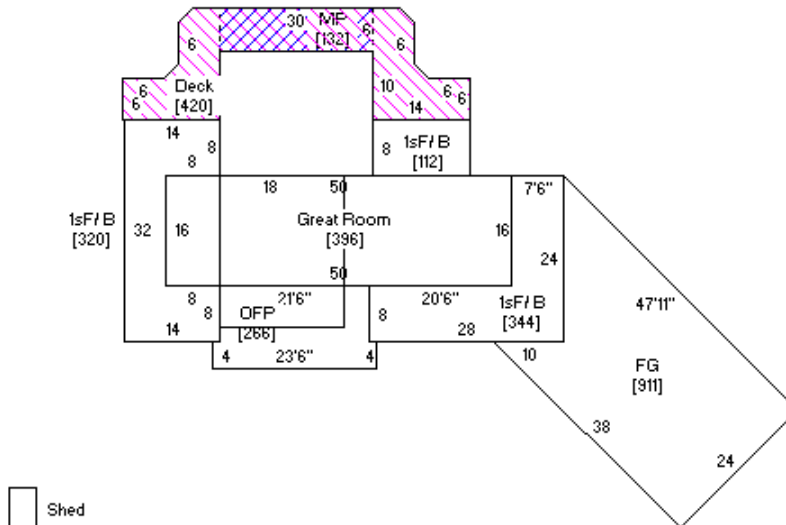
Site Plan





Building Interior

Residential Dwelling Style	2 Story Frame
Architectural Style	N/A
Year Built	2014
Exterior Material	Composite Siding
Total Gross Living Area	2,772 SF
Attic Type	None;
Number of Rooms	9 above; 4 below
Number of Bedrooms	3 above; 1 below
Basement Area Type	Full
Basement Area	1,972
Basement Finished Area	1,860 - Living Qtrs. W/ Walk-out
Plumbing	1 Standard Bath - 3 Fixt; 1 Shower Stall Bath -3 Fixt; 2 Toilet Room (1/2 Bath); 2 Sink; 1 Fbgls Service Sink; 1 Cust Bath - 4 Fixt;
Central Air	Yes
Heat	Yes
Fireplaces	1 Gas; 1 Masonry w/Gas Insert;
Porches	1S Frame Open (266 SF);
Decks	Vinyl/CompoDeck (420 SF); Concrete Patio (132 SF);
Additions	1 Story Frame (320 SF) (320 Bsmt SF); 1 Story Frame (112 SF) (112 Bsmt SF); 1 Story Frame (344 SF) (344 Bsmt SF); High Ceiling-Frame (396 SF) (396 Bsmt SF);
Garages	911 SF - Att Frame (Built 2014);



Sketch by www.camavision.com

Property Details via Beacon GIS – Rice County



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts

Background:

The request brought forth by city staff is to amend the Unified Development Ordinance and allow the same proof of parking concept allowed in industrial districts to apply to commercial districts.

City staff acknowledge recent redevelopment projects struggling with parking ratios for a minimum amount of parking spaces, while the existing business(es) demonstrate much lower parking demand. In an effort to work with applicants, the Development Review Committee previously issued determinations allowing developments to show "proof of parking", where the property and development have to demonstrate that there is enough room for parking on the property, but not construct all the required spaces. If parking demand required additional spaces, the applicant could expand their parking facilities to accommodate it. This concept is expressly allowed in industrial districts, but the flexibility is not clearly extended to commercial districts.

To prevent a property from avoiding the cost of installing parking, the development may only use proof of parking for up to 30% of the required spaces, meaning that developments in a commercial district must provide at least 70% of the required parking. This proof of parking concept does not apply to residential uses, so in a situation where there is mixed-use, the residential parking ratios still fully apply and the proof of parking would only be allowed for the non-residential portions of the development.

In general, the proposed amendment meets the code criteria for amending the zoning text. The request and recommended approach meet many goals and policies of the comprehensive plan. The ability for property owners to show that they have enough room to meet parking ratios, but not have to construct all the required parking, should be a huge benefit to

redevelopment projects.

At the Planning Commission public hearing on May 19, 2025, the Planning Commission unanimously recommended approval of the ordinance to City Council, with criteria and findings as detailed in the attached Ordinance.

Recommendation:

Approve the first reading of Ordinance 2025-7

Attachments:

1. Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts

CITY OF FARIBAULT

ORDINANCE No. 2025-7

APPROVE A ZONING TEXT AMENDMENT TO ALLOW PROOF OF PARKING IN COMMERCIAL DISTRICTS

WHEREAS, the City of Faribault (the "Applicant") requests a zoning text amendment to allow proof of parking in commercial districts; and

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the above-referenced zoning text amendment based on the following written findings outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The Comprehensive Plan's Core and Additional Guiding Principles support the general direction of the proposed zoning amendment:

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

The proposed zoning amendment will allow for commercial properties undergoing redevelopment to phase in improvements as needed. This lessens the initial capital needed for investment in the property.

- Balance individual property rights with community interests and goals.

The proposed zoning amendment will allow for most business and property owners to improve their properties based on their needs and less on the city's understanding of parking minimums for their business. The limitation of no more than 30% of spaces shows as proof of parking protects the city and neighbors by ensuring there is parking available for the near-term and space available for expanded parking in the long-term.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: The proposed zoning text amendment is not intended to benefit only one property owner. It will be effective citywide and benefit many different property owners and agencies. This amendment does not impose undue burdens or limits on property owners, as it still requires the applicant to provide proof that they can accommodate parking minimums.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city, so this criterion does not apply.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city, so this required finding does not apply to the proposed text amendment.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city, so this required finding does not apply to the proposed text amendment.

WHEREAS, the City Council held a public meeting on May 27, 2025, to consider approval of the first reading of Ordinance 2025-7; and

WHEREAS, the City Council also held a public meeting on June 10, 2025, to consider approval of the second reading of Ordinance 2025-7; and

WHEREAS, based on the City Staff report, the results of the public hearing,

and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals in this ordinance are part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment – Proof of Parking in Commercial Districts. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~strikethrough~~ text) to the Unified Development Ordinance under Chapter 8, “Section 8-200. Specific off-street parking requirements.”, as proposed in Exhibit A.

Section 3: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing:	May 19, 2025
First Reading:	May 27, 2025
Second Reading:	June 10, 2025
Publication:	June 17, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

**Amended Section 8-200. Specific off-street parking requirements., under
Chapter 8, Article 3 of the Unified Development Ordinance**

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Sec. 8-200. Specific off-street parking requirements.

- (A) *In general.* Accessory, off-street parking shall be provided as specified in Table 8-3 except as otherwise specified in this chapter. When a particular use specifies an "x" under the Notes column, such use is subject to specific standards as identified in Section 8-200(C) below.

Table 8-3. Specific off-street parking requirements.

Use	Minimum spaces required	Notes
Residential uses		
Dwellings		
Single-family	2 per unit	
Duplex	2 per unit	
Multi-family/Detached Accessory Dwelling Unit		
1-bedroom unit or less	1 per unit	
2-bedroom or larger unit	2 per unit	
Nursing home, senior housing	1 per every 2 units	x
Manufactured home park	2 per unit	
Congregate living		
Residential care facility	1 per employee plus 1 per 6 residents	x
Dormitories	Determined by staff based on parking study	x
Commercial uses		
Auction Establishments	20 spaces plus 1 space per 200 sf of public assembly space over the first 2,000 sf	
Farm and construction equipment sales	1 per 300 sq. ft. GFA of office or sales are plus 1 per 1,000 sq. ft GFA of service area and 1 per 3,000 sq. ft. GFA of storage area	
Retail sales and services		
Ambulance facility	1 per 300 sq. ft. of net floor area	x
General retail sales and services	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Barber shop/beauty salon	2 per station plus 2 per 3 employee	x
Bank or financial institution	1 per 300 sq. ft. GFA plus 6 stacking spaces for each drive-thru lane	
Building material sales	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Child care center	1 per 2 employees plus 1 drop-off space for each 5 enrollees	x
Funeral home	1 per each 5 seats plus 1 per 250 sq. ft. of non-seating area	

Greenhouse, lawn and garden supplies	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Performing, visual, or martial arts school	30% of building capacity	
Recreational vehicle sales and service	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Shopping center	1 per 300 sq. ft. GFA Veterinary clinic 6 per veterinarian	
Offices	1 per 300 sq. ft. GFA	
Automobile services		
Automobile convenience facility	1 per 300 sq. ft. GFA	
Automobile rental	1 per 300 sq. ft. GFA plus adequate space for rental vehicles	
Automobile repair	3 per service bay and one per employee	x
Automobile sales	1 per 300 sq. ft. GFA	
Automobile service station	1 per 300 sq. ft. GFA plus 2 per service bay	x
Car wash	2 spaces per facility plus adequate stacking	
Food and beverages		
Bar, nightclub, liquor establishment	30% of building capacity	
Coffee shop with limited entertainment	30% of building capacity	
Liquor store, off-sale	1 per 300 sq. ft. GFA Restaurant, drive-through 1 per 40 sq. ft. of dining area plus 6 stacking spaces per drive -up lane	
Restaurant	30% of building capacity	
Bakery and other take-out food store	1 per 100 sq. ft. of customer area	
Recreation, entertainment and lodging		
Auditorium or theater	1 per each 4 seats	
Bowling alley	5 per lane plus 30% of building capacity for related uses	
Golf course	5 per hole plus 30% of building capacity for related uses	
Hotel, motel	1 per rental unit plus 30% of building capacity for dining or meeting rooms	
Indoor recreational facility	1 per 150 sq. ft. of rink, court, or other recreation area	
Outdoor recreational area	Determined by staff based on parking study	x
Sports and health facility	Sum of requirements for component uses	
Swimming pool	1 per 100 sq. ft. of pool area	
Health/medical facilities		
Medical/dental office	1 per 300 sq. ft. GFA	

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(Supp. No. 74)

Laboratory	1 per 300 sq. ft. GFA	
Hospital	Determined by staff based on parking study	x
Institutional and public uses		
Educational facilities		
Early childhood education center	1 per employee plus 1 drop-off space per 5 enrollees	x
Schools, vocational or business	Determined by staff based on parking study	x
Schools, K-12	1 per classroom plus 1 per 5 students of legal driving age based on building capacity	
College/university	Determined by staff based on parking study	x
Social, cultural, charitable, and recreational facilities		
Stadiums, arenas	30% of facility capacity	
Cemetery	10 per interment, based on maximum number per hour	
Clubs and Lodges	30% of building capacity	
Community center	Determined by staff based on parking study	x
Religious institutions		
Place of assembly	1 per 4 seats based on capacity of main assembly area	
Convent or monastery	1 per 3 beds	
Production, processing, and storage		
Limited production and processing	1 per 1,000 sq. ft. GFA plus 1 per 2,000 sq. ft. GFA in excess of 20,000 sq. ft. or 2 per 3 employees	x
Concrete, asphalt, gravel facility	2 per 3 employees	x
Contractor office and showroom	1 per 300 sq. ft. GFA of office, sales or display area plus 1 per 3,000 sq. ft. GFA of storage area	
Furniture moving and storage	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Industrial machinery and equipment, sales, service, and rental	1 per 300 sq. ft. GFA of office or sales area plus 1 per 1,000 sq. ft. GFA of service area and 1 per 3,000 sq. ft. GFA of storage area	
Laundry, commercial	1 per 300 sq. ft. GFA	
Packaging of finished goods	1 per 1,000 sq. ft. GFA plus 1 per 2,000 sq. ft. GFA in excess of 20,000 sq. ft. or 2 per 3 employees	x

Printing and publishing	1 per 1,000 sq. ft. GFA plus 1 per 2,000 sq. ft. GFA in excess of 20,000 sq. ft. or 2 per 3 employees	x
Self-service storage facility	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Wholesaling, warehousing, and distribution	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Other out-of-doors industrial activity	2 per 3 employees	x
Public service and utilities		
Communication facilities	Determined by staff based on parking study	x
Governmental buildings and structures	Based on type of use	x
Public utility buildings and structures	Based on type of use	x
Street and equipment maintenance facility	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Other public service/utility uses	Determined by staff based on parking study	x

(B) *Special considerations for parking requirements.* Certain types of uses, due to their unique characteristics, require additional considerations to be made in determining parking requirements, as follows:

- (1) Senior housing. When senior housing may convert to general housing at some point in time, proof of additional parking shall be required.
- (2) Residential care facilities. For facilities that serve six (6) or fewer residents, and have no employees, the single-family dwelling parking requirement of two (2) spaces shall be required. For facilities that allow residents to own/operate vehicles, an additional one (1) space per two (2) residents shall be required. Garage stalls shall not be counted towards satisfaction of required parking.
- (3) Preschools and day care facilities. On-street drop-off spaces may be utilized to meet requirements subject to approval by the City Engineer.
- (4) Auto repair and service facilities. Service bays shall not contribute to the satisfaction of required parking.
- (5) Employee counts. When parking requirements are to be determined by employee counts, such calculation shall be based on the maximum number of employees on the premises at any one time.
- (6) Governmental and public uses. Parking requirements for governmental and other similar public uses shall be based on the type of use and the requirements established for such use.
- (7) Ambulance facilities. For the purposes of this use, net floor area shall be the total floor area of the facility minus the garage/storage area of the facility. In addition to the off-street parking requirements, all ambulance facilities shall provide one indoor and one outdoor parking space for each commercial vehicle used in the operation of the facility.
- (8) *Business vehicles.* In addition to the requirements in Table 8-3, one (1) parking space shall be provided for each commercial vehicle or vehicle necessary for the operation of the use that is maintained on the premises.

-
- (9) *Reduction in required parking.* A development may reduce the number of required parking spaces when the use can demonstrate, in documented form, a need which is less than required. In such cases, future parking sufficient in quantity to meet the ordinance requirement shall be shown on the approved site plan. The city may require the additional land that is necessary to meet the required parking standard to be placed in reserve for parking development should the use change or parking provided be determined inadequate. If at any time the city determines parking to be inadequate, the city may require construction of any or all of the additional parking held in reserve. A reduction in required parking is available for the following zoning districts, subject to any additional stipulations:

- (i) ~~In all industrial zoning districts, only, the city may allow a reduction in the number of required parking stalls when the use can demonstrate, in documented form, a need which is less than required. In such cases, future parking sufficient in quantity to meet the ordinance requirement shall be shown on the approved site plan. The city may require the additional land that is necessary to meet the required parking standard to be placed in reserve for parking development should the use change or parking provided be determined inadequate. If at any time the city determines parking to be inadequate, the city may require construction of any or all of the additional parking held in reserve.~~
- (ii) In C-1, C-2, C-3, PUD, and P-I zoning districts and overlays, provided the reduction in constructed spaces may not be more than 30% of the total required parking spaces.
- (iii) A parking reduction through this provision shall not apply to residential uses.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2002-13, § 1, 6-25-02; Ord. No. 2002-16, § 1, 8-13-02; Ord. No. 2003-10, § 1, 5-27-03; Ord. No. 2004-14, § 1, 6-8-04; Ord. No. 2008-09, § 4, 5-13-08; Ord. No. 2008-15, § 1, 6-24-08; Ord. No. 2009-12, § 3, 10-27-09)



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Ordinance 2025-3 Approve a Zoning Text Amendment to Match Land Uses in Shoreland with the DNR Model Ordinance (Second Reading)

Background:

At the previous City Council meeting on May 12, 2025, City Council approved the first reading of Ordinance 2025-3. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-3

Attachments:

1. Ordinance 2025-3 Approve a Zoning Text Amendment to Match Land Uses in Shoreland with the DNR Model Ordinance

CITY OF FARIBAULT

ORDINANCE No. 2025-3

APPROVE A ZONING TEXT AMENDMENT TO MATCH LAND USES IN SHORELAND WITH THE DNR MODEL ORDINANCE

WHEREAS, the City of Faribault (the "Applicant") requests a zoning text amendment to align existing land use tables in the Unified Development Ordinance for land uses in shoreland with the DNR's model shoreland ordinance; and

WHEREAS, the Planning Commission, on April 21, 2025, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the above-referenced zoning text amendment based on the following written findings outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The Comprehensive Plan's Core and Additional Guiding Principles support the general direction of the proposed zoning amendment:

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

The proposed zoning amendment will remove unnecessary barriers to development in shoreland areas for most properties found along rivers and bodies of water.

- Balance individual property rights with community interests and goals.

The proposed zoning amendment will allow for most business and property owners to expand their homes and businesses within shoreland areas without additional approvals. The Shoreland ordinance will still apply and the overall goals to protect and preserve Faribault's natural assets are still applicable.

- Strengthen cooperation with neighboring and overlapping units of government.

The proposed zoning amendment will remove staff and property owner conflicts with DNR regarding interpretation and higher restrictions than what the DNR uses in their model ordinance.

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

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

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

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

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

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

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

Policy: Coordinate with neighboring and overlapping jurisdictions on land use issues and opportunities in the region.

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

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

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

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

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

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

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

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

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

Objective: Protect, restore, and manage Faribault's natural assets as a means to safeguard the health of all people in Faribault.

Goal: Faribault offers residents a high quality of life rooted in strong and positive social connections and community pride.

Objective: Enhance community pride in the natural and built assets that contribute to Faribault's sense of place.

Policy: Protect, enhance, and celebrate Faribault's connections to its natural assets.

Goal: Faribault appreciates the intrinsic and added values of its natural assets and weaves those assets throughout the fabric of the community.

Objective: Protect, restore, and manage the natural assets in the community.

Policy: Ensure that the City makes informed decisions about natural assets in the community based on relevant inventories, analyses, and best management practices.

Policy: Promote synergies between the community's built assets and natural assets.

Objective: Cooperate with neighboring and overlapping governments and others in the public and private sectors in efforts to protect, restore, and manage the natural assets affecting Faribault.

Policy: Ensure that Faribault's interests are represented in regional, state, and national decisions that affect Faribault's natural assets.

Policy: Stay abreast of anticipated physical and political trends and changes affecting the communities natural assets, and proactively plan to ensure that the assets continue to function in an ecologically sound manner.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: The proposed zoning text amendment is not intended to benefit only one property owner. It will be effective citywide and benefit many different property owners and agencies. This amendment does not impose undue burdens or limits on property owners as it greatly expands uses in shoreland areas while matching current DNR policies on land uses.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: Although the proposed text amendment does not change the zoning classification of property in the city, there are existing properties in Shoreland that are encumbered or limited by the current land use policies. The DNR has great visibility to communities across the state regarding land uses and shoreland areas, so matching Faribault's land uses to statewide policies is advantageous since the research is already done and the expansion of land uses proposed is not incompatible with the existing zoning districts.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the**

amendment is to change the zoning classification of a particular property.

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment. This ordinance has a foundation based on the DNR's model ordinance.

WHEREAS, Todd Kolander, Southern District Manager for the Minnesota DNR, issued a conditional letter of approval for the draft ordinance on April 9, 2025, stating the proposed changes are substantially compliant with statewide rules MR 6120.2500 – 6120.3900; and

WHEREAS, the City Council held a public meeting on May 13, 2025, to consider approval of the first reading of Ordinance 2025-3; and

WHEREAS, the City Council also held a public meeting on May 27, 2025, to consider approval of the second reading of Ordinance 2025-3; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals in this ordinance are part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment – Principal Uses for the Residential Districts. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~strikethrough~~ text) to the Unified Development Ordinance under Chapter 10, "Section 10-30. Principal uses for the residential districts.", as proposed in Exhibit A.

Section 3: Text Amendment – Principal Uses for the Commercial Districts. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~strikethrough~~ text) to the Unified Development Ordinance under Chapter 11,

"Section 11-30. Principal uses for the commercial districts.", as proposed in Exhibit B.

Section 4: Text Amendment – Principal Uses for the Industrial Districts. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~strikethrough~~ text) to the Unified Development Ordinance under Chapter 12, "Section 12-30. Principal uses for the industrial districts.", as proposed in Exhibit C.

Section 5: Text Amendment – Principal Uses for the Special Districts. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~strikethrough~~ text) to the Unified Development Ordinance under Chapter 13, "Section 13-520. Principal uses for the special districts.", as proposed in Exhibit D.

Section 6: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing:	April 21, 2025
First Reading:	May 13, 2025
Second Reading:	May 27, 2025
Publication:	June 3, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

**Amended Section 10-30. Principal uses for the residential districts., under
Chapter 10, Article 1 of the Unified Development Ordinance**

Sec. 10-30. Principal uses for the residential districts.

- (A) *In general.* All permitted and conditional uses allowed in the residential districts are listed in Table 10-1.
- (B) *Permitted uses.* Uses specified with a "P" are permitted in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish a permitted use, excluding single or two-family residential uses, shall obtain a zoning certificate for such use as specified in Sections 2-190 through 2-250.
- (C) *Conditional uses.* Uses specified with a "C" are allowed as a conditional use in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish or expand a conditional use shall obtain a conditional use permit for such use as specified in Sections 2-260 through 2-340.
- (D) *Prohibited uses.* Any use not listed as either "P" (permitted) or "C" (conditional) in a particular district or any use not determined by the City Planner to be substantially similar to a use listed as permitted or conditional shall be prohibited in that district. Such determination shall be made in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (E) *Specific development standards.* Permitted and conditional uses specified with an "x" under the Specific Development Standards column shall be subject to the standards identified in Chapter 7, Specific Development Standards.

Table 10-1. Principal uses in the residential districts.

Use	District							Development Standards
	R-1	R-1A	R-2	R-3	R-4	RM	SH	
Residential uses								
Dwellings								
Single-family dwelling, detached	P	P	P	P	C	-	P	x
Duplex, Single-family dwelling, attached, two units	-	P	P	P	P	-	P	
Single-family dwelling, attached, two to four units	-	-	P	P	P	-	P	
Single-family dwelling, attached, five to eight units	-	-	-	P	P	-	P*	
Multi-family dwelling, three or four units	-	-	P	P	P	-	P	
Multi-family dwelling, five to eight units	-	-	-	P	P	-	P*	
Multi-family dwelling, more than eight units	-	-	-	-	P	-	P*	
Manufactured home parks, subdivision	-	-	-	-	-	P	-	
Recreational vehicle park	-	-	-	-	-	P	-	
Relocation of a dwelling previously occupied in another location	C	C	C	C	C	-	€	x
Relocation of a new dwelling	P	P	P	P	P	-	P	x
Congregate living								
Residential care facility, serving six or fewer persons	P	P	P	P	P	-	P	x
Residential care facility, serving seven to sixteen persons	-	C	C	C	P	-	€	x
Residential care facility, serving seventeen or more persons	-	-	-	-	C	-	€	x
Correctional residential care facility, serving up to sixteen persons	-	-	-	C	C	-	€	x
Correctional residential care facility, serving seventeen or more persons	-	-	-	-	C	-	€	x
Dormitories, student housing	-	-	-	-	P	-	-	
Nursing home, senior housing	-	-	-	-	P	-	P*	
Institutional and public uses								
Adaptive reuse of institutional or public buildings	C	C	C	C	C		€	x
Educational facilities								
Early childhood learning center	C	C	C	C	P	-	€	x
Preschool	C	C	C	C	P	-	€	x
School, grades K-12	C	C	C	C	P	-	€	x
Parking facilities, ramps;	C	C	C	C	C	C	-	x
Social, cultural, charitable, and recreational facilities								
Cemetery	C	C	C	C	C	-	-	
Community center	C	C	C	C	C	-	-	
Hospital	-	-	-	C	C	-	-	x
Outdoor recreation area	C	C	C	C	C	-	P	x
Public library	-	-	C	C	P	-	-	
Public and private park, playground	P	P	P	P	P	P	P	
Religious institutions								
Convent or monastery	C	C	C	C	P	-	-	x
Church, place of assembly	C	C	C	C	P	-	€	x
Commercial uses								
Bed and breakfast facility	-	-	-	C	P	-	-	x
Child care center	-	-	-	C	C	-	-	x
Home day care facility, serving fourteen or fewer persons	P	-	P	P	P	P	P	x
Home day care facility, serving fifteen to twenty persons	-	P	C	C	P	-	€	x
Offices	-	-	C	C	C	-	-	x
Public service and utilities								
Electric or gas substation	C	C	C	C	C	C	-	
Essential services	P	P	P	P	P	P	P	
Governmental buildings and structures	C	C	C	C	C	C	€	x
Public utility buildings and structures	C	C	C	C	C	C	€	

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2002-09, § 1, 5-28-02; Ord. No. 2002-13, § 1, 6-25-02; Ord. No. 2002-19, § 1, 8-27-02; Ord. No. 2003-11, § 2, 10-14-03; Ord. No. 2006-21, § 4, 9-26-06; Ord. No. 2010-06, § 2, 5-25-10; Ord. No. 2013-008, § 2, 11-13-13)

EXHIBIT B

**Amended Section 11-30. Principal uses for the commercial districts., under
Chapter 11, Article 1 of the Unified Development Ordinance**

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

- (A) *In general.* All permitted and conditional uses allowed in the commercial districts are listed in Table 11-1.
- (B) *Permitted uses.* Uses specified with a "P" are permitted in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish a permitted use shall obtain a zoning certificate for such use as specified in Sections 2-190 through 2-250.
- (C) *Conditional uses.* Uses specified with a "C" are allowed as a conditional use in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish or expand a conditional use shall obtain a conditional use permit for such use as specified in Sections 2-260 through 2-340.
- (D) *Prohibited uses.* Any use not listed as either "P" (permitted) or "C" (conditional) in a particular district or any use not determined by the City Planner to be substantially similar to a use listed as permitted or conditional shall be prohibited in that district. Such determination shall be made in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (E) *Specific development standards.* Permitted and conditional uses specified with an "x" under the Specific Development Standards column shall be subject to the standards identified in Chapter 7, Specific Development Standards.
- (F) *Generalized use categories.* Table 11-1 employs generalized use categories for some types of commercial uses. A particular use may be determined to be within a generalized use category if not listed specifically elsewhere in Table 11-1 and if not determined to be within another less restrictive generalized use category. Determination of whether a particular use is included within a generalized use category shall be made by the City Planner in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (1) *General retail sales and services.* General retail sales and services uses include the retail sale of new products or the provision of services to the general public that produce minimal off-site impacts. General retail sales and services include the following uses:
- (a) Automobile parts and accessories.
 - (b) Bakery/catering service.
 - (c) Barber shop/beauty salon.
 - (d) Bicycle sales and repair.
 - (e) Clothing and accessories.
 - (f) Department and discount stores.
 - (g) Drug store.
 - (h) Dry-cleaning establishment and laundromats.
 - (i) Electronics sales and repair.
 - (j) Film developing/photographic supplies.
 - (k) Florist.
 - (l) Hardware store.
 - (m) Household furnishings and appliances.
 - (n) Locksmith.
 - (o) Musical instruments.
 - (p) Office and school supplies.
 - (q) Picture framing.
 - (r) Shoe repair/tailor.
 - (s) Sporting goods/bait and tackle.
- (2) *Craftsman studios, limited production and processing.* Craftsman studios, limited production and processing uses include activities that are consistent and compatible with retail sales and services if such services are conducted wholly within an enclosed building if operated in a manner that prevents external effects of the activity such as (but not limited to) smoke, soot, dirt, vibration, and odor from being detectable at the property line. These uses produce minimal off-site impacts due to their limited nature and scale. Craftsman studios, limited production and processing is allowed as a principal use provided the use shall not exceed a maximum floor area of two thousand five hundred (2,500) square feet, and the main entrance shall open to a retail or office area. Such uses may include wholesale and off-premises sales, subject to other restrictions established in this ordinance. Limited production, processing and storage uses greater than two thousand five hundred (2,500) square feet in area, may be allowed subject to a conditional use permit in accordance with Sections 2-260 through 2-340 of the UDO, with requirements for noise, vibration, dust and odor controls. Craftsman studios, limited production and processing includes the following uses or similar uses:
- (a) Apparel and other finished products made from fabrics.
 - (b) Computers and accessories, including circuit boards and software.
 - (c) Electronic components and accessories.
 - (d) Film, video and audio recording.
 - (e) Food and beverage products, except no live slaughter or grain milling, cereal, vegetable oil, or vinegar.
 - (f) Jewelry, ornamental ceramics and pottery.
 - (g) Leather crafting and upholstery.
 - (h) Precision medical and optical goods.
 - (i) Signs and advertising devices.
 - (j) Visual arts and artist's studio.
 - (k) Watches and clocks.
 - (l) Wood crafting and carving.
 - (m) Wood furniture, woodworking, cabinetry, millwork, and upholstery, not including sawmills.
 - (n) Cannabis cultivation.
 - (o) Cannabis manufacturer.
 - (p) Lower-potency hemp-edible manufacturer.

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

Use	District					Development Standards
	C-1	C-2	C-3	CBD	SH	
Commercial uses						
Auction establishments		C	C		-	X
Contractor office and showroom	-	P	P	P		X
Retail sales and services						
General retail sales and services	P	P	P	P	€	
Ambulance facility	-	C	-	-	€	X
Antiques and collectibles	-	P	P	P	€	
Bank or financial institution	-	P	P	P	€	
Boat and marine sales	-	P	P	-	€	
Bookstore	P	P	P	P	€	
Building material sales	-	P	P	-	€	
Cannabis retail and cannabis delivery service	-	P	P	P	€	X
Child care center	C	P	P	P	€	X
Digital billboards	-	C	C	-	€	see 9-160(l)
Firearms dealer	-	P	P	P	€	X
Funeral home	-	P	P	P	€	X
Greenhouse, lawn and garden supplies	-	P	P	P	€	
Grocery or convenience store	C	P	P	P	€	
Pawn shop	-	P	P	P	€	
Performing, visual, or martial arts school	-	P	P	P	€	
Pet store	-	P	P	P	€	X
Photocopying	P	P	P	P	€	
Recreational vehicle sales and service	-	P	P	-	€	
Rental of household goods and equipment	-	P	P	P	€	
Shopping center	C	P	P	P	€	
Small engine repair	-	P	P	P	-	
Tattoo parlor	-	P	P	P	€	
Veterinary clinic	-	P	P	P	€	X
Video store	P	P	P	P	€	
Offices	C	P	P	P	€	X
Automobile services						
Automobile convenience facility	C	P	P	P	€	X
Automobile rental	-	P	P	P	-	X
Automobile repair, minor	-	P	P	C	€	X
Automobile repair, major	-	C	C	C	-	X
Automobile sales	-	P	P	-	-	X
Transportation						
Truck and trailer sales and service	-	C	-	-	-	X
Car wash	-	P	P	-	€	X
Food and beverages						
Bar, nightclub, liquor establishment	-	P	P	P	€	X
Brewery	-	C	C	C	€	X
Coffee shop with limited entertainment	P	P	P	P	€	X
Liquor store	-	P	P	P	€	
Microdistillery	-	C	C	C	€	X
Restaurant, drive-through	-	C	C	C	€	X
Restaurant	C	P	P	P	€	X
Restaurant with general entertainment	C	P	P	P	€	X
Commercial recreation, entertainment and lodging						
Bed and breakfast facility	-	-	-	P	€	X
Bowling alley	-	P	P	-	€	
Hotel, motel	-	P	P	P	€	
Indoor recreational facility	-	P	P	C	-	
Outdoor recreation area	-	C	C	C	P	X
Sports and health facility	P	P	P	P	€	
Theater, indoor	-	P	P	C	€	
Limited recycling collection center	-	C	C	-	€	X
Institutional and public uses						
Educational facilities						
College or university	-	P	P	C	€	
Early childhood education center	C	P	P	P	€	X
Schools, K-12	-	C	C	C	€	X
Schools, vocational or business	-	P	P	C	€	
Parking facilities, ramps	C	C	C	C	€	X
Social, cultural, charitable, and recreational facilities						
Stadiums, arenas	-	C	C	-	-	X
Clubs and lodges	C	P	P	P	€	
Community center	C	P	P	C	-	X
Library	C	P	P	P	-	
Museum	C	P	P	P	-	
Park	P	P	P	P	P	
Religious institutions						

Place of assembly	C	C	C	C	€	
Health and medical facilities						
Clinic, medical or dental	P	P	P	P	€	
Laboratory, medical or dental	-	P	P	P	€	
Hospital	-	C	C	-	-	X
Massage parlor	-	P	P	P	€	
Production, processing, and storage						
Farm and construction equipment sales	-	P	P	-	€	X
Craftsman studios	-	P	P	P	€	X
Limited production and processing up to 2,500 sq. ft.	-	P	P	P	€	X
Limited production and processing over 2,500 sq. ft.	-	C	C	C	€	X
–Contractor office and showroom	-	P	P	P	-	X
Furniture moving and storage	-	P	P	-	-	
Industrial machinery and equipment, sales, service, and rental	-	P	P	-	€	
Laundry, commercial	-	P	P	P	-	X
Packaging of finished goods	-	P	P	P	-	
Printing and publishing	-	P	P	P	-	
Self-service storage facility	-	P	P	C	€	
Wholesaling, warehousing, and distribution; Cannabis wholesaler	-	P	P	C	-	X
Residential uses						
Dwellings						
Dwelling unit as part of mixed-use structure	-	-	-	P	€	X
Multiple-family dwelling	C	C	C	C	-	
Dwelling in conjunction with business	C	C	C	C	€	X
Congregate living						
Residential care facility, serving six or fewer persons	C	C	C	C	€	
Residential care facility, serving seven to sixteen persons	C	C	C	C	€	X
Residential care facility, serving seventeen or more persons	-	C	C	-	€	X
Nursing home, senior housing facility	C	C	C	C	€	X
Public service and utilities						
Communication facilities, towers	C	C	C	C	see section 6-230	
Electric or gas substation	C	P	P	P		
Essential services	P	P	P	P		
Electricity generation plant, non-nuclear	-	C	C	-		
Governmental buildings and structures	C	P	P	P		
Governmental buildings and structures (other than those used primarily as offices)	-	C	C	C	€	X
Public utility buildings and structures	C	P	P	P		

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2001-15, § 1, 8-28-01; Ord. No. 2002-13, § 1, 6-25-02; Ord. No. 2002-16, § 1, 8-13-02; Ord. No. 2004-14, § 1, 6-8-04; Ord. No. 2006-21, § 5, 9-26-06; Ord. No. 2008-15, § 1, 6-24-08; Ord. No. 2008-25, § 3, 2-24-09; Ord. No. 2010-06, § 3, 5-25-10; Ord. No. 2013-005, § 1, 8-13-13; Ord. No. 2013-009, § 9, 11-26-13; Ord. No. 2015-01, § 1, 1-27-15; Ord. No. 2015-09, § 2, 7-28-15; Ord. No. 2015-10, § 2, 9-22-15; Ord. No. 2017-2, § 3, 4-25-17; Ord. No. 2022-2, § 2, 1-25-22; Ord. No. 2023-1, § 4, 2-28-23; Ord. No. 2023-21, § 3, 9-12-23; Ord. No. 2024-10, § 3, 7-9-24)

EXHIBIT C

**Amended Section 12-30. Principal uses for the industrial districts., under
Chapter 12, Article 1 of the Unified Development Ordinance**

Sec. 12-30. Principal uses for the industrial districts.

- (A) *In general.* All permitted and conditional uses allowed in the industrial districts are listed in Table 12-1.
- (B) *Permitted uses.* Uses specified with a "P" are permitted in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish a permitted use shall obtain a zoning certificate for such use as specified Sections 2-190 through 2-250.
- (C) *Conditional uses.* Uses specified with a "C" are allowed as a conditional use in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish or expand a conditional use shall obtain a conditional use permit for such use as specified in Sections 2-260 through 2-340.
- (D) *Prohibited uses.* Any use not listed as either "P" (permitted) or "C" (conditional) in a particular district or any use not determined by the City Planner to be substantially similar to a use listed as permitted or conditional shall be prohibited in that district. Such determination shall be made in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (E) *Specific development standards.* Permitted and conditional uses specified with an "X" under the Specific Development Standards column shall be subject to the standards identified in Chapter 7, Specific Development Standards.
- (F) *Generalized use categories.* Table 12-1 employs generalized use categories for some types of industrial uses. A particular use may be determined to be within a generalized use category if not listed specifically elsewhere in Table 12-1 and if not determined to be within another less restrictive generalized use category. Determination of whether a particular use is included within a generalized use category shall be made by the City Planner in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (1) *Limited Industrial Uses.* Limited industrial uses are low impact uses which produce little or no noise, odor, vibration, glare or other objectionable influences and which, given proper controls, have little or no adverse effect on surrounding properties. Limited industrial uses generally do not involve processing of raw materials or production of primary materials. Limited industrial uses include the production, processing, or storage of the following:
- (a) Apparel, textiles, and fabrics.
 - (b) Electronic and electrical equipment, components, and accessories.
 - (c) Foods and food products, not including distilling or live slaughter.
 - (d) Household goods and appliances.
 - (e) Measuring, analyzing, and controlling instruments.
 - (f) Medical and optical goods and technology.
 - (g) Novelty items, musical instruments, sporting and athletic equipment, and other personal goods.
 - (h) Office and commercial equipment, furniture, and fixtures.
 - (i) Pharmaceuticals, health and beauty products.
 - (j) Printing and publishing operations, including distribution.
 - (k) Signs, including electric and neon signs, and other advertising devices.
 - (l) Fabricated metal products such as cans and shipping containers, cutlery, handtools and general hardware.
 - (m) Fabricated plastic and rubber products, except tires and inner tubes.
 - (n) Household, industrial and commercial machinery and equipment such as engines and turbines, farm, lawn and garden equipment, heating, cooling and refrigeration equipment, and machine tools.
 - (o) Metal working such as stamping, welding, machining, extruding, engraving, plating, grinding, polishing, cleaning and heat treating.
 - (p) Paper and paperboard products, except no pulp, paper or paperboard mills.
 - (q) Woodworking, lumber and wood products, not including saw mills.
 - (r) Cannabis cultivation.
 - (s) Cannabis manufacturer.
 - (t) Lower-potency hemp-edible manufacturer.
- (2) *General Industrial Uses.* General industrial uses include high impact and outdoor uses which are likely to have a substantial adverse effect on the environment or on surrounding properties and which require special measures and careful site selection to ensure compatibility with the surrounding area. General industrial uses often include processing of raw materials or production of primary materials. General industrial uses include the production or processing of the following:
- (a) Asphalt, paving and roofing materials.
 - (b) Battery manufacture and reprocessing.
 - (c) Chemicals and chemical products, including ammonia, chlorine, household cleaners, detergent, fertilizer, and industrial and agricultural chemicals.
 - (d) Gypsum and plaster products.
 - (e) Manufactured housing.
 - (f) Paints, varnishes, lacquers, and enamels.
 - (g) Petroleum and coal products, except no mining or extraction.
 - (h) Plastics and synthetic resins and fibers.
 - (i) Primary metals, including steelworks, rolling and finishing mills, forge or foundry.
 - (j) Pulp, paper or paperboard mills.
 - (k) Sand and gravel, except no mining or extraction.
 - (l) Sawmills.
 - (m) Tanned hides and leather.
 - (n) Tires and inner tubes.
 - (o) Transportation equipment, including motor vehicle and aircraft parts and equipment.

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

	District				Development Standards
Use	I-P	I-1	I-2	SH	
Industrial uses					
Generalized use categories					
Limited industrial	P	P	P	€	
General industrial	-	-	P	-	
Specific industrial uses					
Aircraft storage and maintenance	P	P	P	€	
Ammunition and explosives, storage and manufacturing	-	-	C	-	
Boat construction, repair, and storage	P	P	P	€	
Commercial laundry	P	P	P	€	x
Concrete, asphalt, and rock crushing facility	-	-	C	-	x
Contractor showroom	P	P	P	€	x
Contractor yard	P	P	P	€	<u>x</u>
Furniture moving and storage	C	P	P	€	
Grain elevator or storage	-	-	P	-	
Grain milling and distillation	-	-	P		
Greenhouse, wholesale	P	P	P	€	
Industrial machinery and equipment sales, service, and rental	P	P	P	€	
Research, development, and testing laboratory	P	P	P	€	
Recycling facility	C	C	P	-	
Refuse disposal and incineration facility	-	-	C	-	x
Scrap/salvage yard, metal milling facility	-	-	C	-	x
Self service storage	P	P	P	€	
Stockyards, slaughter of animals	-	-	C	-	x
Wholesaling, warehousing and distribution; Cannabis wholesaler	P	P	P	€	
Commercial uses					
Adult entertainment uses	P	P	P	€	x
Animal kennel, veterinary services	P	P	P	€	x
Auction establishments	C	C	C	€	x
Automobile Services					
Automobile convenience facility	P	P	P	€	x
Automobile repair, major	P	P	P	€	x
Automobile repair, minor	P	P	P	€	x
Automobile sales	C	C	-	€	x
Brewery	P	P	P	€	x
Commercial recreation, entertainment and lodging					
Firearm range, indoor	P	P	P	€	x
Hotel, motel	C	C	-	-	
Indoor recreational facility	P	P	P	P	x
Outdoor recreation area	C	C	C	€	x
<u>Contractor showroom</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>x</u>
Digital Billboards	C	C	C	€	see 9-160(I)
Offices	P	P	P	€	
Retail sales and services					
Ambulance Facility	C	C	C	€	x
Building material sales, lumberyard	P	P	P	€	
Cannabis retail and cannabis delivery service	P	P	P	€	x
Child care center (as principal use)	C	C	-	€	
Farm and construction equipment	P	P	P	€	
Restaurants, liquor establishments	C	C	C	€	x
Transportation					
Bus garage or maintenance facility	C	P	P	€	
Heliport	-	C	C	-	x
Package delivery service	P	P	P	€	
Transportation services; Cannabis transporter	P	P	P	€	
Transportation terminal	P	P	P	€	x
Truck, trailer, boat or recreational vehicle, sales service or rental	P	P	P	€	
Waste hauler	-	C	P	-	x
Institutional and public uses					
Educational facilities					
School, vocational or business	P	P	P	€	
Parking facilities, ramps	C	C	C	€	x
Social, cultural, charitable, & recreational facilities					
Armories, convention halls	P	P	P	€	
Stadiums, arenas	C	C	C	€	x
Clubs and lodges	P	P	P	€	
Religious institutions					
Place of assembly	P	P	-	€	x
Residential uses					
Dwelling in conjunction w/business	C	C	C	€	x
Public service and utilities					

Communication facilities	P	P	P	€	x
Communication towers	C	C	C	€	see § 6-230
Electric or gas substation	P	P	P	€	x
Electricity generation plant, non-nuclear	-	-	C	-	x
Essential services	P	P	P	P	x
Governmental buildings and structures	P	P	P	€	x
Public utility buildings and structures	P	P	P	€	x
Street and equipment maintenance facility	P	P	P	€	
Waste transfer or disposal facility	-	C	C	-	x

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2004-14, § 1, 6-8-04; Ord. No. 2005-24, § 1, 9-13-05; Ord. No. 2006-21, § 6, 9-26-06; Ord. No. 2008-25, § 4, 2-24-09; Ord. No. 2013-009, § 10, 11-26-13; Ord. No. 2016-9, § 1, 6-28-16; Ord. No. 2023-1, § 5, 2-28-23; Ord. No. 2024-10, §§ 3, 4, 7-9-24)

EXHIBIT D

**Amended Section 13-520. Principal uses for the special districts., under
Chapter 12, Article 5 of the Unified Development Ordinance**

Sec. 13-520. Principal uses for the special districts.

- (A) *In general.* All permitted and conditional uses allowed in the district are listed in Tables [13-2a](#), [13-2b](#), and [13-2c](#).
- (B) *Permitted uses.* Uses specified with a "P" are permitted in the district where designated, provided that the use complies with all other applicable provisions of this chapter. Persons wishing to establish a permitted use, excluding single family residential uses, shall obtain a zoning certificate for such use as specified in Sections 2-190 through 2-250.
- (C) *Conditional uses.* Uses specified with a "C" are allowed as a conditional use in the district where designated, provided that the use complies with all other applicable provisions of this chapter. Persons wishing to establish or expand a conditional use shall obtain a conditional use permit for such use as specified in Sections 2-260 through 2-340.
- (D) *Prohibited uses.* Any use not listed as either "P" (permitted) or "C" (conditional) in a particular district or any use not determined by the City Planner to be substantially similar to a use listed as permitted or conditional shall be prohibited in that district. Such determination shall be made in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (E) *Specific development standards.* Permitted and conditional uses specified with an "X" under the Specific Development Standards column shall be subject to the standards identified in Chapter 7, Specific Development Standards.

Table 13-2a. Principal uses in the special districts.

Use	O District	TUD District	P/I District	Shoreland District	Development Standards
Residential Uses					
Dwellings					
Single-family dwelling, farm-related	P	C	-	P	
Single-family dwelling, not farm-related	-	C	.*	C	X
Dormitories, multi-unit housing, nursing homes, and hospice facilities	-	-	P	C	X
Agricultural Uses					
Agricultural produce sales	P	C	-	C	X
Cannabis cultivation	P	P	-	P	X
Farms, not including commercial feedlots	P	P	-	P	
Nurseries and tree farms	P	P	-	P	
Wildlife and game refuges	P	P	-	P	
Institutional and Public Uses					
Social, Cultural, Charitable, and Recreational Facilities					
Athletic field, rinks or courts	C	C	P	C	X
Cemetery	C	C	P	C	X
Fairgrounds**	C	C	P	C	X
Golf course	C	C	P	C	X
Public and private park, playground	P	P	P	P	X
Libraries	-	-	P	C	X
Community centers, gymnasiums, field house, arenas	-	-	P	C	X
Hospitals, clinics, medical centers	-	-	P	C	X
Schools, colleges, and universities	-	-	P	C	X
Congregational uses					
Religious institutions, places of worship	C	C	P	C	
Commercial uses					
Airports, helipads, and related uses	C	C	P	C	X
Campgrounds	C	C	C	C	X
Kennels—Boarding or breeding	C	C	-	C	X
Outdoor recreational area	C	C	P	C	X
Resorts and inns	C	C	C	C	
Stables—riding or boarding	C	C	C	C	X
Veterinary services	C	C	-	C	X
Public service and utilities					
Communication facilities	C	C	C	C	
Communication towers	C	C	C	C	see Sec. 6-230
Electric or gas substation	C	C	C	C	
Essential services	P	P	P	P	
Governmental buildings and structures	C	C	P	C	X
Correctional facilities and jails	-	-	C	C	X
Public utility buildings and structures	C	C	P	C	

* Use allowed as a permitted accessory use per Section 15-530.

** County fairgrounds are generally exempt from local zoning per MN Statutes Section 38.16.

(F) [Land uses in shoreland overlay.](#) Land uses for properties within the Shoreland Management District overlay are regulated as follows in Tables [13-2b](#) and [13-2c](#):

Table 13-2b. Principal uses in Shoreland lake classifications.

Use	General Development	Natural Environment
Single residential	P	P
Duplex, triplex, quad residential	P	C
Residential PUD	C	C
Water-dependent (Resorts are also Commercial PUDs)	C	C
Commercial	P	C
Commercial PUD (Expansion of PUD involving up to six additional units or sites allowed as a permitted use provided the provisions of Sec 13-740 are satisfied.)	C	C
Parks & historic sites	C	C

<u>Public, semipublic</u>	<u>P</u>	<u>C</u>
<u>Industrial</u>	<u>C</u>	<u>=</u>
<u>Agricultural: cropland and pasture</u>	<u>P</u>	<u>P</u>
<u>Agricultural feedlots: New</u>	<u>=</u>	<u>=</u>
<u>Agricultural feedlots: Expansion or resumption of existing</u>	<u>C</u>	<u>C</u>
<u>Forest management</u>	<u>P</u>	<u>P</u>
<u>Forest land conversion</u>	<u>C</u>	<u>C</u>
<u>Extractive use</u>	<u>C</u>	<u>C</u>
<u>Mining of metallic minerals and peat</u>	<u>P</u>	<u>P</u>

Table 13-2c. Principal uses in Shoreland river classifications.

<u>Use</u>	<u>Agriculture</u>	<u>Urban</u>	<u>Tributary</u>
<u>Single residential</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Duplex, triplex, quad residential</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Residential PUD</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Water-dependent (Resorts are also Commercial PUDs)</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Commercial</u>	<u>C</u>	<u>P</u>	<u>P</u>
<u>Commercial PUD (Expansion of PUD involving up to six additional units or sites allowed as a permitted use provided the provisions of Sec 13-740 are satisfied.)</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Parks & historic sites</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Public, semipublic</u>	<u>C</u>	<u>P</u>	<u>P</u>
<u>Industrial</u>	<u>=</u>	<u>C</u>	<u>C</u>
<u>Agricultural: cropland and pasture</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Agricultural feedlots: New</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>Agricultural feedlots: Expansion or resumption of existing</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Forest management</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Forest land conversion</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Extractive use</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Mining of metallic minerals and peat</u>	<u>P</u>	<u>P</u>	<u>P</u>

(Ord. No. 2022-3, § 2, 1-25-22)



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: May 27, 2025
SUBJECT: Ordinance 2025-3 Summary Publication

Background:

Ordinance 2025-3 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the entire ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the ordinance's title, intent, and effect. The summary must also state the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2025-3.

Recommendation:

Approve the summary publication for Ordinance 2025-3

Attachments:

1. Ordinance 2025-3 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-3

APPROVE A ZONING TEXT AMENDMENT TO MATCH LAND USES IN SHORELAND WITH THE DNR MODEL ORDINANCE

On May 27, 2025, the Faribault City Council adopted Ordinance 2025-3 approving a zoning text amendment to simplify land use charts depicting approved uses within the Shoreland Overlay District. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: May 13, 2025

Second Reading: May 27, 2025

Publication: June 3, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: May 27, 2025
SUBJECT: Resolution 2025-145 Order Improvements, Approve Plans and Establish Bid Date for Northern Links Trail Project, Contract 2023-07

Background:

The attached resolution orders the improvements and approves the construction plans and specifications for the proposed Northern Links Trail Project - Contract 2023-07 project including removals, grading, watermain replacement, bituminous trail paving, box culvert construction, turf restoration and related improvements for the Northern Links Trail connection from Hulett Avenue to North Alexander Park.

The preliminary total estimated cost of the improvements, including contingency, permitting and engineering, is \$1,557,850.00. Proposed funding for the project is as follows:

Street Improvement (401)/MSAS	\$ 733,582.00	47.1%
<u>Federal Funds</u>	<u>\$ 824,268.00</u>	<u>52.9%</u>
Total	\$ 1,557,850.00	100.0%

The attached resolution also establishes a bid date of June 18, 2025, for the project. The construction timeline will be contingent on lead times for the box culvert and the availability of the railroad to complete their work.

Recommendation:

Approve Resolution 2025-145 Order Improvements, Approve Plans and Establish Bid Date for Northern Links Trail Project, Contract 2023-07

Attachments:

1. Resolution 2025-145 Order Improvements Approve Plans and Specs Establish Bid Date for 2023-07
2. Title Page from SP 125-090-005_Final Plans
3. Title Page from 01_SP 125-090-005 Project Manual - Division A

CITY OF FARIBAULT

RESOLUTION #2025-145

ORDER IMPROVEMENTS, APPROVE PLANS AND SPECIFICATIONS, AND ESTABLISH BID DATE FOR NORTHERN LINKS TRAIL PROJECT - CONTRACT 2023-07

WHEREAS, the City's Capital Improvement Plan identified the construction of the Northern Links Trail Project - Contract 2023-07 from Hulett Avenue to North Alexander Park; and

WHEREAS, the City, in conjunction with a consultant team led by Bolton and Menk, Inc., has developed the final plans and specifications for the proposed project and related improvements; and

WHEREAS, the project includes removals, grading, watermain replacement, bituminous trail paving, box culvert construction, turf restoration and related improvements; and

WHEREAS, the total cost of the improvements is estimated to be \$1,557,850.00; and

WHEREAS, plans and specifications for the improvements have been prepared by the consultant team led by Bolton and Menk, Inc., under the direction of the City Engineer.

NOW, THEREFORE BE IT RESOLVED, that the Northern Links Trail Project - Contract 2023-07 from Hulett Avenue to North Alexander Park; includes removals, grading, watermain replacement, bituminous trail paving, box culvert construction, turf restoration and other related improvements are hereby ordered as proposed in this Council Resolution adopted May 27, 2025.

ALSO, BE IT RESOLVED, that plans and specifications for the Northern Links Trail Project - Contract 2023-07 prepared by the consultant team led by Bolton and Menk, Inc., under the direction of the City Engineer, are hereby approved.

ALSO, BE IT RESOLVED, a bid opening date of June 18, 2025 is hereby

established.

Date Adopted: May 27, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

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kristin.dahn

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF FARIBAULT

CONSTRUCTION PLAN FOR: GRADING, BITUMINOUS TRAIL, BRIDGE NO. R1011

LOCATED ON NORTHERN LINK TRAIL FROM 100' EAST OF HULETT AVE TO 200' EAST OF D.M. & E. RAILROAD

STATE PROJ. NO. 125-090-005
GROSS LENGTH 1,298 FEET 0.246 MILES
BRIDGES-LENGTH 140 FEET 0.027 MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 1,298 FEET 0.246 MILES

NOTE: LENGTH AND DESCRIPTION BASED ON
THE T.H.3 NORTHERN LINK TRAIL ALIGNMENT

TRAFFIC CONTROL NOTES

SHORT TERM WORK ZONES:
TRAFFIC CONTROL LAYOUT FOR EACH "INSTALLATION LOCATION"
SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE
MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(MNMUTCD), INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC
CONTROL ZONE LAYOUTS.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS
UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL
WAS DETERMINED ACCORDING TO THE GUIDELINES OF
CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR
INVESTIGATING AND DOCUMENTING EXISTING UTILITIES."

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL
STATE PROJECT NO. CHARGE IDENTIFIER
125-090-005

PROJECT LOCATION
RICE COUNTY
SEC 25, T110N, R21W
SEC 30, T110N, R20W
MNDOT DISTRICT 6

MINN. PROJ. NO. STBG 6623(208)

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. "ALL TRAFFIC CONTROL
DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON
UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD), INCLUDING THE LATEST FIELD MANUAL
FOR TEMPORARY TRAFFIC CONTROLZONE LAYOUTS.

SHEET NO.	INDEX
1	TITLE SHEET
2	GENERAL LAYOUT
3	STATEMENT OF ESTIMATED QUANTITIES & STANDARD PLATE
4-14	STANDARD PLANS
15	TYPICAL SECTIONS
16	ALIGNMENT PLAN & TABULATIONS
17-18	T.H.3 TRAIL PLAN & PROFILE
19-21	SWPPP AND WATER RESOURCES NOTES
22	EROSION CONTROL & TURF EST. PLAN
23-29	CROSS SECTIONS
B1-B12	BRIDGE NO. R1011 PLAN

THIS PLAN CONTAINS 41 SHEETS



**BOLTON
& MENK**

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: Burns@bolton-menk.com
www.bolton-menk.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: CODY L. CHRISTIANSON LICENSE # 57052

DATE: 06/14/2024 SIGNATURE: Cody Chitr

Mark DuChene

Digitally signed by Mark DuChene
Date: 2024.06.20 08:57:20 -05'00'

APPROVED: CITY OF FARIBAULT, CITY ENGINEER

Fausto Cabral

Digitally signed by Fausto Cabral
Date: 2024.08.20 13:55:01 -05'00'

DISTRICT STATE AID ENGINEER:
REVIEWED FOR COMPLIANCE WITH STATE AID AND FEDERAL AID RULES/POLICY

Angela Murphy

Digitally signed by Angela Murphy
Date: 2024.08.20 14:24:40 -05'00'

APPROVED FOR STATE AID AND FEDERAL AID FUNDING: STATE AID ENGINEER

STATE PROJECT NO. S.P. 125-090-005

SHEET NO. 1 OF 29 SHEETS

CITY OF FARIBAULT PUBLIC WORKS DEPARTMENT
1200 BELVIEW TRAIL
FARIBAULT, MN 55021

*******PROPOSAL*******

FOR TH 3 NORTHERN LINK TRAIL PROJECT WITH
BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON JUNE 18, 2025

PROPOSAL OF

(NAME OF FIRM)

(ADDRESS)

(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION" (USING English UNITS), ON FILE IN THE OFFICE OF THE COMMISSIONER OF TRANSPORTATION EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS, WHICH ARE PART OF THIS PROPOSAL, FOR:

STATE PROJECT NO. **S.P. 125-090-005**

MINNESOTA PROJECT NO. **STBG 6623 (208)**

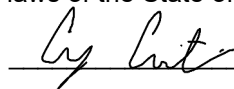
LOCATION: Northern Link Trail from 100' East of Hulett Avenue to 200' East of DM&E Railroad in City of Faribault

TYPE OF WORK: Grading, bituminous trail and bridge #R1011

LENGTH: 1,298 feet (0.246 miles)

NOTICE TO BIDDERS: Submit bids in accordance with MnDOT 1206 through 1210 except as stated otherwise in the Special Provisions.

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.



License Number 57052 Date: 5/19/2025

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELEPHONE NO. (651) 296-1796