



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JULY 13, 2021

6:00 PM

1. Call to Order/Roll Call/Pledge of Allegiance
2. Presentations/Introductions
3. Approve minutes of June 22, 2021 Regular City Council Meeting
 - A. 2021-06-22 City Council Meeting Minutes
4. Consent Agenda
 - A. Approve Quote to Replace Basketball Hoops in Community Center Gym
 - B. Resolution 2021-139 Accept Donations to Faribault Parks and Recreation Department
 - C. Approve Police Department Policy 501 - Property and Evidence
 - D. Approve LG240B Application to Conduct Excluded Bingo for the Rice County Agricultural Society
 - E. Resolution 2021-140 Approve Pet Parade Street Closures and Parking Restrictions
 - F. Resolution 2021-152 Approve Tobacco License for Vaping Studio, Inc.
 - G. Approve Permit for a 1-4 Day Temporary On-Sale Liquor License for Faribault Minnesota Chapter, Inc.
 - H. Approve LG240B Application to Conduct Excluded Bingo for Knights of Columbus 4th Degree Assembly 550
 - I. Resolution 2021-145 Approve Revised 2021 Fees, Charges and Utility Rates
 - J. Resolution 2021-146 Approve Hiring Accounting Technician
 - K. Resolution 2021-148 Approve Minnesota Department of Transportation Cooperative Construction Agreement Contract No. 1047355 for TH 3 & TH 21 EVP Improvements - Contract 2021-06
 - L. Approve Utility Account Credit
 - M. Accept Quote for Well House #3 Improvements
 - N. Resolution 2021-147 Ending the Local State of Emergency in the City of Faribault, Minnesota
 - O. Approve Quote for Caulking on Public Works Building
 - P. Approve List of Claims for Release
 - Q. Approve Resolution 2021-155 to Rescind and Replace Resolution 2021-078 Approve Street Closures for Run Baby Run Walk/Run
 - R. Approve LG220B Application for Exempt Permit for Southern MN Rugby Football Association
 - S. Approve Permit for a 1-4 Day Temporary On-Sale Liquor License for A Child's Delight Too, Inc.
 - T. Approve Budget Adjustment for Concrete Apron Replacement

- U. Resolution 2021-156 Accept Donation of a Thermal Imaging Camera from an Anonymous Donor
 - V. Approve Hold Harmless and Indemnification Agreement with BPOE #1166
5. Requests to be Heard
6. Public Hearings – None
7. Items for Discussion
- A. Resolution 2021-144 Approve Off-Sale Intoxicating Liquor License for Vermillion Liquor
 - B. Ordinance 2021-3 Approve Rezoning From O Open Space / Agricultural to C-2 Highway Commercial District at 1507 Saint Paul Avenue - Second Reading
 - 1. Approve Summary Publication - Ordinance 2021-3
 - C. Resolution 2021-143 Approve a Conditional Use Permit for Major Auto Repair in the C-2 Highway Commercial District at 1507 St Paul Avenue
 - D. Resolution 2021-137 Approve a Conditional Use Permit to Establish a Self-Service Outdoor Storage Facility at 1612 7th Street NW in the Shoreland Protection District
 - E. Resolution 2021-136 Approve Variance from Front Yard Setback Requirements for a Six-Foot Tall Fence at 1510 Hulett Avenue
 - F. Resolution 2021-095 Approve Preliminary and Final Plat for Met Con Business Park Second Addition
 - G. Resolution 2021-153 Approve Met Con Business Park Second Addition Developer's Platting Agreement
 - H. Resolution 2021-154 Approve Purchase Agreement and Acquisition of Property Located at Lot 3, Block 1 Met Con Business Park Second Addition
 - I. Resolution 2021-141 Approve Preliminary Plat and Final Plat of Thompson James Group South Division
 - J. Resolution 2021-142 Approve a Conditional Use Permit to Allow a Multi-Family Use in the C-2, Highway Commercial District at 924 1st Street NE
8. Bids
- A. Approve Quote for Overlook at Fleckenstein Bluffs Park
 - B. Resolution 2021-149 Accept Bids for TH 3 & TH 21 EVP Improvements - Contract 2021-06
 - C. Resolution 2021-150 Accept Bids for 2021 Sanitary Sewer Rehabilitation Improvements - Contract 2021-08
 - D. Resolution 2021-151 Accept Bids for NW Area Water Tower - Contract 2019-12A
9. Boards and Commissions Reports, Announcements and Project Updates
10. Adjournment

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.



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JUNE 22, 2021

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors Sara Caron, Royal Ross, Tom Spooner, and Jon Wood were in attendance. Councilors Peter van Sluis and Janna Viscomi were absent. Also in attendance was City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Police Chief Andy Bohlen, Parks and Recreation Director Paul Peanasky, Public Works Director Travis Block, City Engineer Mark DuChene and Finance Director Jeanne Day.

Presentations/Introductions - None

Approve minutes of June 8, 2021 Regular Council Meeting and June 8, 2021 Special City Council Meeting (closed session)

Motion by Ross, seconded by Wood to approve the minutes of the June 8, 2021 Regular Council Meeting and June 8, 2021 Special City Council Meeting (closed session) and carried unanimously.

Consent Agenda:

- A. List of Claims for Release
- B. Approve Union Pacific Railroad Right of Way Agreement
- C. Resolution 2021-133 Approve Execution of MnDOT Contract No. 1046450 Trunk Highway Maintenance Agreement for Fiscal Years 2022 and 2023
- D. Resolution 2021-131 Approve Archery Deer Hunt at River Bend Nature Center
- E. Approve SELCO Public Library Membership Agreement
- F. Revise Policy and Procedures for Non-Profit/Civic Organization Funding
- G. Resolution 2021-135 Accept Donation Made by Laura and Logan Lin
- H. Resolution 2021-138 Approve Massage Therapist License
- I. Approve Temporary 1-4 Day Temporary On-Sale Liquor License

Motion by Caron, seconded by Wood to approve Consent Agenda Items 4A-4I and carried unanimously.

Andy Bohlen, Police Chief, thanked Laura and Logan Lin for their generous donation to the Police Department. The donation will be put in the mental health fund for the Police Department.

Requests to be Heard – None

Public Hearings

Resolution 2021-132 Authorizing of Issuance of a Taxable Revenue Obligation for the Benefit of Shattuck-St. Mary's School; Authorization to Execute the Taxable Revenue Obligation and Related Documents and Taking Other Actions Related Thereto

Finance Director Jeanne Day explained that Shattuck-St. Mary's School has requested that the City of Faribault issue revenue obligations in an estimated principal amount not to exceed \$25,000,000 to refinance the Educational Facility Revenue Bonds (Shattuck-St. Mary's School Project), Series 2015 issued by Rice County, Minnesota in the original aggregate principal amount of \$25,000,000. The

Series 2015 Bonds mature on August 1, 2022 and are not subject to optional redemption prior to maturity. In order to refinance the Series 2015 Bonds for cost savings, Shattuck-St. Mary's School proposed that the City issue the revenue obligations on a taxable basis this month, to be designated as the Taxable Revenue Refunding Note (Shattuck-St. Mary's School Project), Series 2021, which will allow the Series 2015 Bonds to be defeased prior to maturity. Next year, the City will be asked to issue a revenue refunding note on a tax-exempt basis, the proceeds of which will be used to refund the Series 2021 Note.

The Series 2021 Note will be issued pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"). Pursuant to Section 469.154, subdivision 4 of the Act, requires that the City Council conduct a public hearing on the issuance of the Series 2021 Note, which will be taking place tonight. Following the public hearing, the City Council will be asked to consider the enclosed resolution approving the issuance of the Series 2021 Note and the execution of documents in connection with the Series 2021 Note. Tonight's public hearing will satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, which will allow the Series 2022 Note to be issued on a tax-exempt basis next year. The issuance of the Series 2021 Note will not affect the general obligation bonds previously issued by the City this year or the City's ability to issue additional general obligation bonds or conduit revenue bonds in calendar year 2021.

Shattuck-St. Mary's School has agreed to pay the out-of-pocket expenses of the City with respect to this transaction as well as the City's administrative fee.

Motion by Wood, seconded by Spooner to open the public hearing and carried unanimously. The public hearing opened at 6:03 pm.

There were no comments from the public.

Motion by Ross, seconded by Caron to close the public hearing and carried unanimously. The public hearing was closed at 6:04 pm.

Motion by Ross, seconded by Caron to approve Resolution 2021-132 Authorizing of Issuance of a Taxable Revenue Obligation for the Benefit of Shattuck-St. Mary's School; Authorization to Execute the Taxable Revenue Obligation and Related Documents and Taking Other Actions Related Thereto and carried unanimously.

Councilor Ross stated that passage of this resolution does not put any burden on the City, Shattuck will be paying the bond payments.

Items for Discussion – None

Bids

Resolution 2021-134 Accept Bids for NW Area Watermain, Contract 2019-12B

City Engineer Mark DuChene informed the Council that on Wednesday, June 16, 2021 bids were received for the proposed NW Area Watermain Improvements, City Contract 2019-12B, including extension of public watermain from Acorn Trail (CSAH 76) to the proposed NW Area Water Tower location. The water tower itself is to be bid under a separate contract with those bids due July 6, 2021.

The bids were tabulated as follows:

Ryan Contracting Companies, Elko New Market, MN	\$ 684,040.75
Heselton Construction, Faribault, MN	\$ 697,599.00
BCM Construction, Inc, Faribault, MN	\$ 738,634.00
GM Contracting, Inc, Lake Crystal, MN	\$ 786,303.55
A-1 Excavating, Bloomer, WI	\$ 807,857.00

Krueger Excavating, Inc, Prior Lake, MN	\$1,036,461.00
SL Contracting, Inc, Rochester, MN	\$1,107,905.25
Engineer's Estimate	\$1,170,611.50

The low project bid is well under the Engineer's Estimate and a majority of the construction costs for this contract will be financed through a low interest loan from the Minnesota Public Facilities Authority (PFA) Drinking Water Revolving Loan Fund. Final funding breakdowns will be completed after the water tower project is bid as the two projects share funding sources. DuChene recommended to award to the low bidder, Ryan Contracting Companies. There is a flexible start date on the construction for this project as the watermain is not needed to be operational until such time as the water tower is to go online so construction may start this fall or next spring depending on the Contractor's work load.

Mayor Voracek asked if this would loop from County Road 46 to the other side, DuChene explained that it is set up to come down Bagley and connect to the existing watermain, but that portion was not included with this bid.

Motion by Spooner, seconded by Wood to approve Resolution 2021-134 Accept Bids for NW Area Watermain, Contract 2019-12B and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided to the Council as part of the meeting materials. Councilor Ross provided an update from the Buckham West Board meeting. Buckham West will be opening for dining on July 1, curbside pick-up will still be an option, the coffee shop is open, and activities will be starting again as well.

Councilor Spooner informed the Council that on August 20, River Bend Nature Center will be holding their annual River Bend Ramble.

Mayor Voracek stated that the City made it through Heritage Days.

Adjournment

Motion by Ross, seconded by Caron to adjourn the Regular City Council Meeting.

Meeting adjourned at 6:09 pm.

Respectfully Submitted,

Heather Slechta
Assistant to the City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 13, 2021
SUBJECT: Approve Quote to Replace Basketball Hoops in Community Center Gym

Background:

Staff recently requested quotes to replace and upgrade the basketball hoops in the Community Center Gym. Two quotes were received to replace the basketball hoops with the low quote coming from Southern Minnesota Inspection at a total cost of \$22,950. In the 2021 CIP, \$25,000 was budgeted for this project.

Recommendation:

Approve quote from Southern Minnesota Inspection to replace the basketball hoops in the Community Center Gym at a cost of \$22,950.

Attachments:

1. Basketball Hoop Replacement Quotes



211 Johnson Street
Eagle Lake, MN 56024
507-257-3742

sales@southernminnesotainspection.com

DATE

6/14/2021

Estimate #

28461

BILL TO:

City of Faribault (Parks & Rec.)
Accounts Payable
15 West Division St.
Faribault, MN 55021

SHIP TO:

City of Faribault (Parks & Rec.)
15 West Division St.
Faribault, MN 55021

PO #

REP

TERMS

CART #

Shipping Instructions:

EM

50% Down/Net 30

N/A

NO

A CONVENIENCE FEE OF 3% OF YOUR TOTAL WILL BE CHARGED IF USING A CREDIT CARD.

Description	Qty	Cost	Part #	Total
Basketball Structure Update Project				
TERMS FOR THIS QUOTE ARE: 50% DOWN, NET 30 DAYS.		0.00		0.00
Main Court Hoop Structures	2	1,500.00		3,000.00
4 PT UP-FLD, 6'-9' EXT., REC.				
MANUAL WINCH	2	625.00		1,250.00
Side Court Hoop Structures	4	1,125.00		4,500.00
4 PT UP-FLD, 4'-6' EXT., FAN, W/AAG				
MANUAL WINCH	4	625.00		2,500.00
Manual Height Adjusters	4	800.00		3,200.00
Height Adjuster Manual Crank Rod	2	0.00		0.00
Installation of (6) New Structures	1	8,000.00		8,000.00
Removing Existing Structures				
Includes Labor, & Travel/Mileage				
Misc. shop supplies	1	500.00		500.00

By issuing a Purchase Order customer agrees to all the terms of this quote and has read and understands the attached disclaimer.

Prices are subject to change without notice after 15 days. Shipping and handling are extra.

David Pribbenow

From: Jeremiah Fogarty <jfogarty@bsnsports.com>
Sent: Friday, June 18, 2021 1:40 PM
To: David Pribbenow
Subject: RE: Baskets

Hi David,

Got a note back from our equipment team today on the install. Cost of the install for new systems is \$24,000. Let me know if you need an official quote or if this e-mail will suffice.

Thanks!

Miah Fogarty

BSN Sports

Sales Professional

Cell Phone: 612-598-7223

Email: jfogarty@bsnsports.com

Catalog: <http://www.bsnsports.com/catalogs/>



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A Varsity SPORT Brand

BSN Sports is the largest direct marketer and distributor of sporting goods to schools, clubs, and youth leagues. Manufacturing anything from uniforms to bleachers, BSN can provide your team gear, benches, weight room equipment, warm ups, scoreboards, and more. BSN cuts out the middle man to pass the savings on to you!

From: David Pribbenow <dprribbenow@ci.faribault.mn.us>
Sent: Tuesday, June 15, 2021 2:05 PM
To: Jeremiah Fogarty <jfogarty@bsnsports.com>
Subject: RE: Baskets

IS there ANYWAY you could send me a quote that has installation costs for our gym upgrade (see email below....)??

From: Jeremiah Fogarty <jfogarty@bsnsports.com>
Sent: Thursday, May 06, 2021 9:14 AM
To: David Pribbenow <dprribbenow@ci.faribault.mn.us>
Subject: RE: Baskets

Hi David,

I hope you're having a good week. Worked with the equipment team to find something to be a little closer to the price range however it still won't beat your company from Mankato. If you needed a second quote, here's what we can do for you.

For the Spalding Manual Winch and crank systems, the total cost for all 6 baskets is \$21,999.99 + shipping. **This does not include installation.** To get down to this price, you would have to install these systems yourself or have someone come and do it for you. Spalding would send over drawings showing you how everything is supposed to go up and you would have to sign off on it before the order goes through. Attached is an example of what those drawings look like.

We don't usually recommend doing the install yourself as there can be some issues or questions that arise but if you think it's worth the savings you can certainly give it a shot. We had one school in South Dakota try the install themselves and ended up reaching back out to us asking if we could send a team out. Just something to think about when making the final decision.

Let me know if you need a final quote for this project without the install and I can send that your way.

Thanks!

Miah Fogarty

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Sales Professional

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From: David Pribbenow <dpribbenow@ci.faribault.mn.us>

Sent: Thursday, April 29, 2021 3:13 PM

To: Jeremiah Fogarty <jfogarty@bsnsports.com>

Subject: RE: Baskets

Are you going to change the bid to hand crank type?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Jeremiah Fogarty <jfogarty@bsnsports.com>

Date: 4/29/21 3:11 PM (GMT-06:00)

To: David Pribbenow <dpribbenow@ci.faribault.mn.us>

Subject: RE: Baskets

Nice. Let me know what company is doing those for you and I'll see if we can use them for future projects.

Miah Fogarty

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Sales Professional

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From: David Pribbenow <dpribbenow@ci.faribault.mn.us>

Sent: Thursday, April 29, 2021 2:54 PM

To: Jeremiah Fogarty <jfogarty@bsnsports.com>

Subject: RE: Baskets

We got it down to the 20K range.

From: Jeremiah Fogarty <jfogarty@bsnsports.com>

Sent: Thursday, April 29, 2021 2:53 PM

To: David Pribbenow <dpribbenow@ci.faribault.mn.us>

Subject: RE: Baskets

Thought that would be the case. What was the total cost for the hand cranks?

Miah Fogarty

BSN Sports

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From: David Pribbenow <dpribbenow@ci.faribault.mn.us>
Sent: Thursday, April 29, 2021 2:52 PM
To: Jeremiah Fogarty <jfogarty@bsnsports.com>
Subject: RE: Baskets

Way over. We decided our budget can only afford the hand crank (which we use an electric drill) and that made it more affordable.

From: Jeremiah Fogarty <jfogarty@bsnsports.com>
Sent: Thursday, April 29, 2021 2:41 PM
To: David Pribbenow <dpribbenow@ci.faribault.mn.us>
Subject: RE: Baskets

Hi David,

Attached is a quote for the new systems in the gym. This includes removing all 6 structures, repurposing the existing backboards, rims, padding, and installing new electric retractable structures for each basket. This does include installation so keep that in mind when reviewing.

Let me know if we're way over what the other company has quoted and we can compare to make sure we're quoting the same thing. If you have any questions or concerns, feel free to give me a ring.

Thanks!

Miah Fogarty

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From: David Pribbenow <dpribbenow@ci.faribault.mn.us>
Sent: Wednesday, April 21, 2021 10:38 AM
To: Jeremiah Fogarty <jfogarty@bsnsports.com>
Subject: RE: Baskets

Thank you. We do want this project to start somewhat soon. We are redoing the gym floors after the project is complete. Thanks for the email.

From: Jeremiah Fogarty <jfogarty@bsnsports.com>
Sent: Wednesday, April 21, 2021 8:53 AM
To: David Pribbenow <dpribbenow@ci.faribault.mn.us>
Subject: RE: Baskets

Hi David,

Wanted to send you another quick follow up to let you know we're still working on this project. Sounds like the manufacturer who works with our equipment team is taking a long time to get back to us.

Just wanted to let you know so you knew we didn't forget about you!

Thanks!

Miah Fogarty

BSN Sports

Sales Professional

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From: Jeremiah Fogarty
Sent: Thursday, April 1, 2021 6:33 AM
To: David Pribbenow <dpribbenow@ci.faribault.mn.us>
Subject: RE: Baskets

Hey David,

Our construction team has been having some IT issues this week so they're a little backed up. Just wanted to let you know we haven't forgotten about this project.

Thanks!

Miah Fogarty

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Sales Professional

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From: David Pribbenow <dpribbenow@ci.faribault.mn.us>

Sent: Thursday, March 25, 2021 9:54 AM

To: Jeremiah Fogarty <jfogarty@bsnsports.com>

Subject: Baskets

So here you have one of our crosscourt baskets and one of the main floor baskets. The glass backboard is the main court. You can see how they fold to the side and then we lock them in place. We would like a winch that raises it to either the side or lifts forward to get out of the way. If you want to quote us both an electric and a manual system but I am guessing our budget will only allow for the manual. We have 4 crosscourt baskets with the metal backboards and 2 baskets on the main court that have glass backboards. Let me know if you have any other questions. I also added a picture from our Armory where we have the manual winch system and you can see how they lift out of the way.



DAVID A. PRIBBENOW
Adult Recreation Supervisor

OFFICE | 507-334-2064

EMAIL | dpribbenow@ci.faribault.mn.us

WEB | www.faribault.org

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-139 Accept Donations to Faribault Parks and Recreation Department

Background:

Donations were received on behalf of the Faribault Parks and Recreation Department. These monetary donations were 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: Concerts in the Park - \$1,720.00 and Safety Camp - \$500.00.

Recommendation:

Approve Resolution 2021-139 Accept Donations to Parks and Recreation Department in the amount of \$2,220.00.

Attachments:

1. Res. 2021-139 Accept Donations to Parks & Recreation Department

CITY OF FARIBAULT

RESOLUTION #2021-139

ACCEPT DONATIONS TO FARIBAULT 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, attached 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 listed accounts;

Concerts in the Park	\$1,720.00
Safety Camp	\$ 500.00

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$2,220.00 for the specified funds.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DONATIONS

Concerts in the Park

Chappuis Jewelry, Inc.	\$550.00
Kenneth & Barbara Dubbels	200.00
The Music Mart, Inc.	250.00
B & B Manufacturing & Assembly, Inc.	100.00
Knights of Columbus Council #889	250.00
Donahue's Greenhouses, Inc.	250.00
Anonymous	20.00
1 st United Bank	<u>100.00</u>
Total	\$1,720.00

Safety Camp

Compeer Financial	\$ 500.00
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Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Andy Bohlen, Chief of Police
MEETING DATE: July 13, 2021
SUBJECT: Approve Police Department Policy 501 - Property and Evidence

Background:

The Police Department continually reviews its policies and procedures to keep pace with changes in law enforcement tactics, procedures and tracking and documentation.

Recently, Captain Severson and Evidence Technician Gina Palan attended a webinar regarding best practices for property and evidence handling and documentation. It was determined that our current policy was out of date. As such, the entire policy was revamped to include changes necessary to meet current guidelines as outlined by the International Association for Property and Evidence (IAPE).

Recommendation:

Approve Revised Policy 501 - Property and Evidence.

Attachments:

1. Policy 501 - Property and Evidence (002)xFinal

Faribault Police Department

Policy #: 501	Subject: Property and Evidence
Issued by: Chief Andy Bohlen	
Personnel: All Personnel	Date Issued: July 13, 2021

Purpose and Scope

This policy provides for the proper collection, storage and security of evidence and other property. Additionally, this policy provides for the protection of the chain of custody and those persons authorized to remove and/or destroy property. Property belonging to persons in custody should be handled pursuant to policies guiding Temporary Custody of Adults and Temporary Custody of Juveniles as specified in Policy 206 (Detention Area).

Property Unit Security

The Property Unit shall maintain secure storage and control of all property necessitating custody by the Department. The Property and Evidence Technician reports to the Records supervisor and is responsible for the security of the Property Unit.

Access to the property room is limited to the Property and Evidence Technician, Investigation Sergeant, and the Investigation Captain. An additional emergency key is secured in the Investigation Captain's office. The Property and Evidence Technician, Investigation Sergeant, and the Investigation Captain shall not loan Property Unit keys to anyone and shall maintain keys in a secure manner.

Any individual entering the Property Unit must be accompanied by the Property and Evidence Technician, Investigation Sergeant, or Investigation Captain and must sign in and out on the logbook giving the date and time of entry and exit and the purpose, including a specific case or property number. The entry shall be initialed by the accompanying individual.

Definitions

Property: Includes all items of evidence, items taken for safekeeping and found property.

Evidence: Includes items taken or recovered in the course of an investigation that may be used in the prosecution of a case. This includes photographs and latent fingerprints.

Safekeeping: Includes the following types of property:

- Property obtained by the Department for safekeeping, such as a firearm.
- Personal property not taken as evidence.

- Property taken for safekeeping under authority of a law.

Found Property: Includes property found by an employee or citizen that has no apparent evidentiary value and where the owner cannot be readily identified or contacted.

Property Handling

Any employee who first comes into possession of any property, shall retain such property in his/ her possession until it is properly tagged and placed in the designated property locker or storage room. Care shall be taken to maintain the chain of custody for all evidence.

Any property seized by an officer with or without a warrant shall be safely kept for as long as necessary for the purpose of being produced as evidence (Minn. Stat. § 626.04 (a)). Seized property held as evidence shall be returned to its rightful owner unless subject to lawful detention or ordered destroyed or otherwise disposed of by the court (Minn. Stat. § 626.04 (b) and Minn. Stat. § 629.361).

An officer arresting a person for burglary, robbery or a theft offense shall use reasonable diligence to secure the property that was alleged to have been stolen and shall be answerable for it while it remains in his/her custody (Minn. Stat. § 629.361).

Where ownership can be established as to found property that has no apparent evidentiary value, such property may be released to the owner without the need for booking. The property documentation must be completed to document the release of property not booked. The owner shall sign the documentation acknowledging receipt of the item(s).

Property Logging Procedure

All property must be entered or placed into a secure evidence storage locker prior to the employee going off-duty, with the exception of found property being held for purpose of returning to owner the same day after the officer is off-duty with approval from a supervisor. Evidence shall not be kept in an unsecure locker, desk, file cabinet or vehicle. Employees logging property shall observe the following guidelines:

- A. Complete the Property Report in full, describing each item of property separately, listing all serial numbers, owner's name, finder's name and other identifying information or markings.
- B. Complete a property label and attach it to each package or envelope in which the property is stored. For items too large to package, attach the label to a tag secured to the item (e.g. bicycle, tires).

- C. When the property is too large to be placed in a temporary property locker, the item may be temporarily stored in a department location that can be secured from unauthorized entry. The location shall be secured to prevent entry and a note in the remarks section indicating the location of the evidence should be made on the evidence entry.
- D. Chain-of-custody information will be appropriately documented on the Property Report.

Controlled Substances

The officer seizing controlled substances shall place them in the temporary property locker. Copies of the Property Report shall be provided to the Records.

Canine Drug Kits

Canine officers will be issued a drug kit for training purposes from the Property and Evidence Technician. A case file is created in the evidence manager to create a chain of custody for the drug kits. A new log sheet is created every time a drug audit is completed and is distributed to the canine handler and Sergeant in charge of the K9 unit and will also be kept in evidence. An internal audit will be performed two times per year or at the discretion of the Investigative Captain. The audit will consist of the weighing of the drugs issued and potentially issuing new drugs if needed. The outcome of the audit will be kept with the Property and Evidence Technician.

Explosives

Explosives will not be retained in the police facility. All fireworks shall be placed in a 5 gallon bucket of water in the police secure parking garage and should not be entered in evidence. All such items shall be stored in proper containers and in an area designated for the storage of flammable materials.

Exceptional Handling

Certain property items require a separate process. The following items shall be processed in the described manner.

- A. Bodily fluids such as blood or semen stains shall be dried / air-dried prior to logging into evidence. The Property and Evidence Technician may assist with the dryer operation.
- B. License plates found not to be stolen or connected with a known crime, should be logged into the Property Room.
- C. All bicycles and bicycle frames require a Property Report. Property tags will be securely attached to each bicycle or bicycle frame. The property may be released directly to the Property and Evidence Technician, or placed in the bicycle storage area.

- D. All cash and coin shall be counted in the presence of another officer and the envelope initialed by both officers. A supervisor shall be contacted for cash in excess of \$1,000.
- E. All evidence collected by personnel processing a crime scene requiring specific storage requirements should clearly indicate storage requirements on the property label (e.g., refrigeration).
- F. City property, unless connected to a known criminal case, should be released directly to the appropriate City department. No formal logging is required. In cases where no responsible person can be located, the property should be logged for safekeeping in the normal manner.

Court-Ordered Firearm Surrenders

- A. Although not required, this department generally will accept firearms surrendered by an abusing party or defendant pursuant to a court order. A decision to refuse a surrendered firearm should be approved by a supervisor (Minn. Stat. § 260C.201, Subd. 3; Minn. Stat. § 518B.01, Subd. 6; Minn. Stat. § 609.2242, Subd. 3; Minn. Stat. § 609.749, Subd. 8).
- B. Members accepting surrendered firearms should complete a Property Report and include the following information:
 - 1. Identification of the individual who owns the firearm.
 - 2. Whether the firearm is being transferred temporarily or permanently.
 - 3. The abusing party or defendant's name.
 - 4. The date and time of the transfer.
 - 5. Complete description of all firearms surrendered (e.g., make, model, serial number, color, identifying marks).
 - 6. Date that an ATF trace request and NCIC check have been completed.
- C. In certain circumstances, a court may issue an order for the immediate transfer of firearms of an abusing party or defendant.
 - 1. Faribault Police Department may serve the court order either by assignment or when an officer comes into contact with an abusing party or defendant for which a court order has been issued but has not been served, or for which they are in violation. In such cases, if there are firearms that may be lawfully seized, they should be seized and submitted to the Property Unit pursuant to standard protocol.
 - 2. If the abusing party or defendant is not cooperative, seek guidance from legal counsel to ensure that firearms are seized lawfully.
 - 3. Permits to carry possessed by the abusing party or defendant should be returned to the Sheriff where the person resides.
- D. The Property Unit shall develop and maintain a process to store, transfer or release firearms

ordered surrendered by a court. The procedures shall:

1. Provide for adequate storage and protection so as to preserve the condition of the firearms.
2. Require a valid court order or written notice from the abusing party or defendant to be presented before any transfer of the firearms.
3. Ensure that recipients of transferred firearms are not legally prohibited from possession of firearms under state or federal law.
4. Ensure that proper affidavits or proof of transfer are obtained from any designated firearms dealer or third party.
5. Ensure that prior to disposition of unclaimed firearms, abusing parties or defendants are notified via certified mail.

Packaging Of Property

Packaging will conform to the property packaging procedures. Certain items require special consideration and shall be booked separately as follows:

- A. Controlled substances
- B. Firearms (ensure they are unloaded and booked separately from ammunition)
- C. Property with more than one known owner
- D. Drug paraphernalia
- E. Fireworks
- F. Contraband

Packaging Container

Employees shall package all property, except controlled substances, in a suitable container available for its size. Knife boxes should be used to package knives, handgun boxes should be used for handguns, and syringe tubes should be used to package syringes and needles.

A completed property label shall be securely attached to the outside of all items or group of items packaged together.

Packaging Controlled Substances

The officer seizing controlled substances shall retain such property in his/her possession until it is properly packaged, tagged and placed in the Property Locker, accompanied by the original Property Report.

Controlled substances shall be packaged and the booking officer shall initial all seals. Controlled

substances shall not be packaged with other property.

A full description of the item, along with packaging of the item as seized, will be placed in the case report and on the property label.

A completed property label shall be attached to the outside of the container. The chain of custody shall be recorded on the Property Report.

Right Of Refusal

The Property and Evidence Technician has the right to refuse any piece of property that is not properly documented or packaged. Should the Property and Evidence Technician refuse an item, he/she shall maintain secure custody of the item in a temporary property locker and inform the submitting officer.

Recording Of Property

The Property and Evidence Technician receiving custody of evidence or property shall ensure data entry is made in the evidence management software and a property label is created for each piece of property received. The property data entry and label will be the permanent record of the property in the Property Unit. The Property and Evidence Technician will record the date and time the property was received.

Property tracking shall be maintained through the evidence management software and a unique property number created for each piece of property received. The data entry shall record by property number, the date received, case number, item number, item description, item location and date disposed. A unique property number shall be recorded on the property label and the Property Report.

Any changes in the location of property held by the Faribault Police Department shall be noted on the Property Report and in the evidence management software.

Property Control

Each time the Property and Evidence Technician receives property or releases property to another person, he/she shall enter this information on the Property Report and in the evidence management software. Officers desiring property for court should contact the Property and Evidence Technician at least one day prior to the court day. A property transfer form will be signed and dated by personnel at court accepting the evidence into their possession. The officer will return the form to the Property and Evidence Technician the day the evidence is taken to court.

Responsibilities Of Other Personnel

Every time property is released or received, an appropriate entry on the Property Report shall be completed to maintain the chain of custody.

Request for analysis for items other than controlled substances shall be completed on the appropriate forms and submitted to the Property and Evidence Technician. This request may be filled out any time after booking of the property or evidence.

Transfer Of Evidence To Crime Laboratory

The transporting employee will check the evidence out of property, indicating the date and time on the Property Report and the request for laboratory analysis.

The Property and Evidence Technician releasing the evidence must complete the required information on the Property Report and the evidence management software. The lab forms will be transported with the property to the examining laboratory. A copy of the lab form will be provided to the Records Unit for filing with the case.

Upon delivering the item involved, the officer will record the delivery time and the employee to whom it was delivered on the Property Report. The original copy of the lab form will remain with the evidence and a receipt from the lab will be returned to the Property and Evidence Technician and a copy will be provided to the Records Unit.

Status Of Property

Each person receiving property will make the appropriate entry to document the chain of custody. Temporary release of property to officers for investigative purposes, or for court, shall be noted on the Property Report, stating the date, time and to whom it was released.

The Property and Evidence Technician shall obtain the signature of the person to whom property was released, and the reason for release. Any employee receiving property shall be responsible for such property until it is properly returned to the Property Unit or it is properly released to another authorized person or entity.

The return of the property shall be recorded on the Property Report, indicating date, time and the person who returned the property.

Destruction of Property

The Property and Evidence Technician should monitor the entire evidence destruction process, and:

- A. Document the destruction process by retaining an inventory of items destroyed and recording the date, dual witness signatures and method of destruction
- B. All destruction of property will require two authorized signatures on the property report

Authority To Release Property

Property held as evidence for a pending criminal investigation or proceeding shall be retained for a period of time no less than that required pursuant to Minn. Stat. § 628.26.

For property in custody of the Department for investigatory or prosecutorial purposes and owned by a victim or witness, the Property and Evidence Technician shall, upon the request of the owner:

- A. Provide a list describing the property unless such release would seriously impede an investigation.
- B. Return the property expeditiously unless the property is required as evidence.

Upon the direction of a prosecuting attorney, property held as evidence of a crime may be photographed and released to the owner of the property in accordance with the requirements of Minn. Stat. § 609.523.

Release Of Property

All reasonable attempts shall be made to identify the rightful owner of found property or evidence not needed for an investigation. Release of all property shall be properly documented.

With the exception of firearms and other property specifically regulated by statute, found property and property held for safekeeping shall be held for a minimum of 60 days. During such period, property personnel shall attempt to contact the rightful owner by telephone and/or mail when sufficient identifying information is available. Property not held for any other purpose and not claimed within 10 days after notification (or receipt, if notification is not feasible) may be returned to a legal claimant, if other than rightful owner (e.g., finder) or may be auctioned to the highest bidder at a properly published public auction, which may be conducted as an Internet-based auction. If such property is not sold at auction or otherwise lawfully claimed, it may thereafter be destroyed or retained by the City as department property. The final disposition of all such property shall be fully documented in related reports.

The Property and Evidence Technician shall release the property upon proper identification being presented by the owner. The owner shall also pay any costs incurred by the agency, including costs for advertising, storage or mailing. A signature of the person receiving the property shall be recorded on the original property documentation. After release of all property

entered on the Property Report, the form shall be forwarded to the Records Unit for filing with the case. If some items of property have not been released, the Property Report will remain with the Property Unit.

Upon release or other form of disposal, the proper entry shall be made in the evidence management software.

Stolen Or Embezzled Property

Stolen or embezzled property or property believed to be stolen or embezzled that is in the custody of this department shall be restored to the owner (Minn. Stat. § 609.523 Subd. 3). Such property may be released from law enforcement custody when the following are satisfied:

- A. Photographs of the property are filed and retained by the Property Unit.
- B. Satisfactory proof of ownership of the property is shown by the owner.
- C. A declaration of ownership is signed under penalty of perjury.
- D. A receipt for the property is obtained from the owner upon delivery.

Disputed Claims To Property

Occasionally more than one party may claim an interest in property being held by the department, and the legal rights of the parties cannot be clearly established. Such property shall not be released until one party has obtained a court order or other proof of the undisputed right to the involved property.

All parties should be advised that their claims are civil. In extreme situations, legal counsel for the Department may be asked to file an interpleader in court to resolve the disputed claim.

Release And Disposal Of Firearms

A firearm may not be released until it has been verified that the person receiving the weapon is not prohibited from receiving or possessing the weapon by 18 USC § 922.

The Department shall make best efforts for a period of 60 days after the seizure of an abandoned or stolen firearm to protect the firearm from harm and return it to the lawful owner (Minn. Stat. §609.5315 Subd.7). At the expiration of such period, the firearm or other deadly weapon may be processed for department reassignment or disposal consistent with this policy.

Disposition Of Property

All property not held for evidence in a pending criminal investigation or proceeding, and held for six months or longer where the owner has not been located or fails to claim the property, may be disposed of in compliance with existing laws. The Property and Evidence Technician shall request a disposition or status on all property that has been held in excess of 120 days and for which no disposition has been received.

Exceptional Dispositions

The following types of property shall be destroyed or disposed of in the manner and at the time prescribed by law, unless a different disposition is ordered by a court of competent jurisdiction:

- A. Weapons declared by law to be nuisances.
- B. Animals, birds and equipment related to their care and containment that have been ordered forfeited by the court
- C. Counterfeiting equipment
- D. Illegal gaming devices
- E. Obscene matter
- F. Altered vehicles or component parts
- G. Controlled substances
- H. Destructive devices

Money found in gambling devices by a municipal police officer shall be paid into the treasury of the municipality (Minn. Stat. § 626.04 (b))

Unclaimed Money

If found or seized money is no longer required as evidence and remains unclaimed after three years, the money is presumed abandoned property and is reportable as specified in § 804.8, Minn. Stat. § 345.38 and Minn. Stat. § 345.75).

Retention Of Biological Evidence

The Investigation Captain shall ensure that no biological evidence held by the Department is destroyed without adequate notification to the following persons, when applicable:

- A. The defendant
- B. The defendant's attorney
- C. The appropriate prosecutor
- D. Any sexual assault victim
- E. The Investigation Unit supervisor

Biological evidence shall be retained for a minimum period established by law or the expiration of any sentence imposed related to the evidence (Minn. Stat. § 590.10), whichever time period is greater. Following the retention period, notifications should be made by certified mail and should inform the recipient that the evidence will be destroyed after a date specified in the notice unless a motion seeking an order to retain the sample is filed and served on the Department

within 90 days of the date of the notification. A record of all certified mail receipts shall be retained in the appropriate file. Any objection to, or motion regarding, the destruction of the biological evidence should be retained in the appropriate file and a copy forwarded to the Investigation Unit supervisor.

Biological evidence related to a homicide shall be retained indefinitely and may only be destroyed with the written approval of the Chief of Police and the head of the applicable prosecutor's office.

Bulk evidence may be destroyed prior to these minimum retention periods only pursuant to a court order or if the Property Unit supervisor determines that such destruction is consistent with Minn. Stat. § 590.10 and the above notices have been made.

Retention Schedule

According to the Criminal Statute of Limitations (Minn. Stat. § 628.26), the following retention dates will apply. The Investigation Sergeant should be consulted regarding any unusual property items.

- A. Any crime resulting in the death of the victim — *No statute of limitation.*
- B. Kidnapping — *No statute of limitation.*
- C. Labor Trafficking, if the victim was under the age of 18 — *No statute of limitation.*
- D. Sex Offense (includes Sex Trafficking) (first, second or third degree), if physical evidence is collected and preserved that is capable of being tested for its DNA characteristics — *No statute of limitation.*
- E. Sex Offense (includes Sex Trafficking) (first, second, third or fourth degree) against a victim under 18 years of age, if DNA evidence is not collected and preserved that is capable of being tested for its DNA characteristics — *The later of nine years after commission of offense or three years after the offense was reported to law enforcement.*
- F. Sex Offense (includes Sex Trafficking) (first, second or third degree) against a victim 18 years old or older, if DNA evidence is not collected and preserved that is capable of being tested for its DNA characteristics — *Nine years after commission of offense.*
- G. Labor Trafficking, if the victim was 18 years or older — *Six years after commission of offense.*
- H. Bribery of or by a Public Official — *Six years after commission of offense.*
- I. Medical Assistance Fraud or Theft — *Six years after commission of offense.*
- J. Certain Thefts, Check Forgeries, Credit Card Frauds and Financial Exploitation of Vulnerable Adults (where value of property or services stolen exceeds \$35,000 — *Five years after commission of offense.*
- K. Hazardous and Infectious Waste Crimes, except violations relating to false material statements, representations or omissions — *Five years after commission of offense.*

- L. Arson (first, second or third degree) — *Five years after commission of offense.*
- M. All other crimes — *Three years after commission of offense.*

Inspections Of The Property Unit

The Investigation Captain shall inspect the evidence storage facilities and practices to ensure adherence to appropriate policies and procedures.

- A. Unannounced inspections of evidence storage areas shall be conducted annually as directed by the Chief of Police. The inspection will determine at a minimum:
 - 1. Property room and storage areas are being maintained in a clean and orderly fashion.
 - 2. Provisions of agency orders and directives concerning property management are being followed.
 - 3. Property is being protected from damage or deterioration.
 - 4. Property accountability procedures are being maintained.
 - 5. Property with no further evidentiary value is being disposed of promptly.
- B. When practicable, an internal audit should be conducted by a person that does not have responsibilities within the property unit. This may consist of a state auditor, someone appointed by the chief / designee or a private consultant (another agency).
- C. Whenever a change is made in personnel who have access to the Property Unit, an inventory of all evidence/property shall be made to ensure that records are correct and all evidence property is accounted for.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Approve LG240B Application to Conduct Excluded Bingo for the Rice County Agricultural Society

Background:

The Rice County Agricultural Society has submitted an application to conduct excluded bingo at the Rice County Fair, July 21, 2021-July 25, 2021.

Recommendation:

Approve LG240B for the Rice County Agricultural Society.

Attachments:

1. LG240B Application

LG240B Application to Conduct Excluded Bingo**No Fee****ORGANIZATION INFORMATION**

Organization Name: Rice County Agricultural Society Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: P.O. Box 393

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

Name of Chief Executive Officer (CEO): John Dvorak

CEO Daytime Phone: 507-332-2470 CEO Email: jdvorak.ricecountyfair@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

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

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

☒**Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐**Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**If your organization falls under a parent organization, attach copies of both of the following:

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

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☐

one of four or fewer bingo events held this year. Dates: _____

-OR-☒

conducted on up to 12 consecutive days in connection with a:

☒

county fair

Dates: July 21-25, 2021☐

civic celebration

Dates: _____

☐

Minnesota State Fair

Dates: _____

Person in charge of bingo event: John Dvorak Daytime Phone: 507-332-2470Name of premises where bingo will be conducted: Covered Bingo PatioPremises street address: 1814 - 2nd Avenue NWCity: Faribault If township, township name: _____ County: Rice

LG240B Application to Conduct Excluded Bingo

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-140 Approve Pet Parade Street Closures and Parking Restrictions

Background:

The Faribault Parks and Recreation Department is preparing for the 2021 Pet Parade on August 12, 2021. The parade will set up by McKinley School. The parade route will start at McKinley School, proceed east on 9th Street NW, then south on 2nd Avenue NW and west on 5th Street NW to 3rd Avenue NW by Central Park. "No Parking" signs will be posted at these locations between the hours of 4:00 PM and 8:00 PM. The parade start time is 7:00 PM.

Recommendation:

Approve Resolution 2021-140 Approve Pet Parade Street Closures and Parking Restrictions.

Attachments:

1. Resolution 2021-140 Approve Pet Parade Street Closures and Parking Restrictions
2. Pet Parade Map

CITY OF FARIBAULT

RESOLUTION #2021-140

APPROVE PET PARADE STREET CLOSURES AND PARKING RESTRICTIONS

WHEREAS, the Faribault Parks and Recreation Department is sponsoring the 85th Annual Pet Parade on August 12, 2021; and

WHEREAS, the Faribault Parks and Recreation Department is sponsoring the 85th Annual Pet Parade on August 12, 2021; and

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

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

NOW, THEREFORE BE IT RESOLVED, that “No Parking” signs will be posted on 9th Street NW between 6th Avenue NW and First Avenue NW, on Second Avenue NW between 9th Street NW and 5th Street NW, and on 5th Street NW between Second Avenue NW and 3rd Avenue NW between the hours of 4:00 p.m. and 8:00 p.m. on August 12, 2021, for the Pet Parade.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

 = No Parking Signs

 = Dumpster

Staff Parking

McKinley Early Childhood Center

Farm & Horse Parking

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

Parade Start

Parade Route

Signs on both sides of street around Central Park

PET PARADE NO PARKING SIGNS MAP

Central Park



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-152 Approve Tobacco License for Vaping Studio, Inc.

Background:

Brenden Sjodin, CEO/President of Vaping Studio, Inc, located at 1930 NW 2nd Avenue, has applied for a Tobacco License in the city of Faribault and has paid all required fees. The space is currently under construction- the license will not be issued until construction is completed and approved by the Building Codes Division and the Planning Department.

If the license is approved the licensing period will be through December 31, 2021.

Recommendation:

Approve Resolution 2021-152 pending approval from the Building Codes Division and Planning Department.

Attachments:

1. Resolution 2021-152 Approve Tobacco License

CITY OF FARIBAULT

RESOLUTION #2021-152

APPROVE TOBACCO LICENSE FOR VAPING STUDIO, INC.

WHEREAS, Brenden Sjodin, CEO/President of Vaping Studio, Inc, located at 1930 NW 2nd Ave, has submitted an application for a Tobacco License in the city of Faribault; and

WHEREAS, Vaping Studio, Inc has paid the required fee and completed the application packet to request the license; and

WHEREAS, pending final approval of the City of Faribault Planning Department and Building Codes Division;

NOW, THEREFORE BE IT RESOLVED, Brenden Sjodin, CEO/President of Vaping Studio, Inc, located at 1930 NW 2nd Ave, Faribault, MN, be issued a Tobacco License valid through December 31, 2020.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Approve Permit for a 1-4 Day Temporary On-Sale Liquor License for Faribault Minnesota Chapter, Inc.

Background:

Due to inclement weather the original event scheduled for June 26-27, 2021 was cancelled. Faribault Minnesota Chapter, Inc, has rescheduled their event for August 14, 2021 and has requested a 1-4 Day Temporary Liquor License.

Recommendation:

Approve 1-4 Day Temporary Liquor License for Minnesota Chapter, Inc.

Attachments:

1. Faribault Minnesota Chapter, Inc License Application



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Faribault Minnesota Chapter, Inc.		Date organized 5/13/1996	Tax exempt number [REDACTED]
Address 2704 West Airport Drive	City Faribault	State MN	Zip Code 55021
Name of person making application Ann Hofmeister		Business phone 507-334-5130	Home phone [REDACTED]
Date(s) of event Aug 14, 2021	Type of organization ☐ Microdistillery ☐ Small Brewer ☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name Ann M. Hofmeister	City Faribault	State MN	Zip Code 55021
Organization officer's name [REDACTED]	City [REDACTED]	State MN	Zip Code [REDACTED]
Organization officer's name [REDACTED]	City [REDACTED]	State MN	Zip Code [REDACTED]

Location where permit will be used. If an outdoor area, describe.

Rice County Fairgrounds
1814 2nd Ave NW, Faribault, MN 55021

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Please Print Name of City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Approve LG240B Application to Conduct Excluded Bingo for Knights of Columbus 4th Degree Assembly 550

Background:

The Knights of Columbus 4th Degree Assembly 550 has submitted an application to conduct excluded bingo.

Recommendation:

Approve LG240B Application

Attachments:

1. LG240B Application

LG240B Application to Conduct Excluded Bingo**No Fee****ORGANIZATION INFORMATION**

Organization Name: Knights of Columbus 4th Degree Assembly 550 Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any:

Mailing Address: Box 776

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

Name of Chief Executive Officer (CEO): Gary Graff

CEO Daytime Phone: 214-536-4722 CEO Email:
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☒ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

- ☒ one of four or fewer bingo events held this year. Dates: 11/10/2019
-OR-
- ☐ conducted on up to 12 consecutive days in connection with a:
- ☐ county fair Dates: _____
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Dennis Germann Daytime Phone: 651-600-9804

Name of premises where bingo will be conducted: American Legion Hall post 43

Premises street address: 112 5th St. NE

City: Faribault If township, township name: _____ County: Rice

LG240B Application to Conduct Excluded Bingo

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Faribault

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: Rice

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

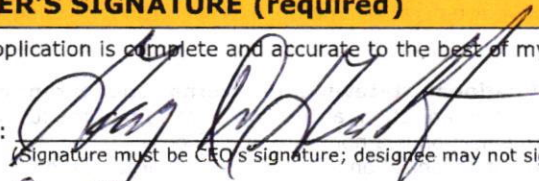
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature:  Date: 6-25-2021

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

Print Name: Gary Graff

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

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

An equal opportunity employer



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-145 Approve Revised 2021 Fees, Charges and Utility Rates

Background:

Recently during a sign permit review it was identified that the current 2021 Fee Schedule does not adequately address or identify the fees and permits associated with monument signs. Certain types of signs require zoning review and approval, as well as a building permit. Staff reviewed the existing Fee Schedule and proposes the following revisions to reflect the required permits associated with signs in the Administrative Zoning Permit Fees section:

Insert Line For Sign Permit, Structural Plan Review & Inspection Fee \$ 100	Administrative Zoning Permit Fees	
	Home Occupation Permit (Original Application)	\$40 for first two years
	Home Occupation Permit (Renewal)	\$25 for every two years after the first two years
	Natural Landscape Permit	No Charge
	Sign Permit (Under 100 sq. ft.)	\$60*
	Sign Permit (Over 100 sq. ft.) (100 sq. ft. or more)	\$85*
	Sign Permit (state surcharge for footing or electrical)	\$1*
	Sign Permit (Penalty for installation without a permit)	Double the Sign Permit
	Zoning Certificate	\$25
	Zoning Compliance Letter	\$30
	Zoning Compliance Letter (Rush within two business days)	\$50
* When there is more than one sign per wall or leased area frontage, each sign is charged separately. Plus electrical inspection fees for lighted signs when applicable.		
Insert Line For Sign Permit, Sign Face Replacement (non structural) Fee - \$25	Other Planning and Zoning Fees	
	Address change request from property owner	\$200
	Annexation Petition	\$200+\$5/acre*
	Annexation Escrow	\$10,000*
	Comprehensive Plan Amendment	400*
	EAW or EIS	300*
	EAW or EIS Escrow	\$10,000+
	Extension to record documents or start construction	\$150

These recommended changes add the require structural plan review and inspection fee, corrects a typographical error related to size of signs, clarifies that permits are required per wall sign, clarifies the need for electrical inspections related to lighted signs, and reduces fees associated with changing sign faces.

In addition, it is recommended that Chapter 23 Fees be removed. There is no Chapter 23, and this section is duplicative.

CHAPTER 23 - SIGN REGULATIONS		No such Chapter
23-5(d) Permit fee each sign		
Under 100 square feet		\$60
Over 100 square feet		\$85
State Surcharge* (per State Statutes)		\$1*
Sign erected without a permit		Double Fee
*Surcharge only required if poured footing, electrical, or inspection required.		

Recommendation:

Approve Resolution 2021-145 Approve Revised 2021 Fees, Charges and Utility Rates

Attachments:

1. Resolution 2021-145 Approve Revised 2021 Fees, Charges and Utility Rates
2. Revised 2021 Fees, Charges and Utility Rates 2021-07-13 (Res. 2021-145)

CITY OF FARIBAULT

RESOLUTION #2021-145

APPROVE REVISED 2021 FEES, CHARGES AND UTILITY RATES

WHEREAS, the City of Faribault originally adopted the 2021 Fees, Charges and Utility Rates on December 8, 2020, upon the passage of Resolution 2020-194; and

WHEREAS, the 2021 Fees, Charges and Utility Rates were last revised on February 23, 2021 upon the passage of Resolution 2021-034; and

WHEREAS, the 2021 Fees, Charges and Utility Rates, under the Administrative Zoning Permit Fees section, includes the fees for sign permits; and

WHEREAS, the current fees do not account for the required structural plan review and inspections associated with certain signs or sign re-facing, and lacks clarity on wall signs and electric inspection fees; and

WHEREAS, the 2021 Fees, Charges and Utility Rates also references Chapter 23, which does not exist.

NOW, THEREFORE BE IT RESOLVED, that the 2021 Fees, Charges and Utility Rates (Revised 2021-07-13), attached as Exhibit A hereto and made a part hereof, is hereby approved and shall replace the revised schedule adopted on February 23, 2021 under Resolution 2021-034.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



EXHIBIT A - Resolution 2021-145

2021 FEES, CHARGES AND UTILITY RATES (Revised 2021-07-13)

2021

CHAPTER 4 - ALCOHOLIC BEVERAGES

Intoxicating

4-15	On-sale Liquor* (Code Sec 4-15 (a) (2)) (MS 340A.408 Subd. 2)	\$1,948
	Low Volume Liquor (Res. 2009-210)	\$1,000
	Sunday On-Sale (MS 340A.504) (cannot prorate)	\$ 100
	Theater On-Sale (Ord. 2009-04) (License includes Sundays)	\$ 250
	Limited Culinary On-Sale (Ord. 2009-05) (License does not include Sundays)	\$ 150
	Club On Sale** (MS 340A.408 2b)	
	Membership of 200 or less	\$ 150
	Membership between 201 & 500	\$ 250
	Membership between 501 & 1000	\$ 325
	Membership between 1001 & 2000	\$ 400
	Membership between 2001 & 4000	\$ 500
	Membership between 4001 & 6000	\$1,000
	Membership of 6001 or more	\$1,500
	Off-Sale Liquor** (MS 340A.408, Subd. 3a(2) & Subd. 3c)	\$ 560; (\$100 refunded if conditions set out in SS met)
	Wine Sale*** (MS 340A.408 2c)	\$ 835.50
	Theater Wine (Ord. 2009-04)	\$ 100
	Temporary On-Sale Intoxicating Liquor	\$ 35/day
	(City Code Sec 4-15 a. (9) - up to 4 days)	
	Consumption & display permits (Setup) ****	\$ 300
	(MS 340A.414 Subd. 6)	(plus \$150 State fee)
	One-day consumption and display permit (Setup) *****	
	(MSA 340A.414 Subd. 9) (Limit 10/year)	\$ 25
	Malt Liquor (3.2%)	
4-15	On-Sale License (3.2 Beer) Can pro-rate	\$ 100
	Annual fee - set by City Code (Sec. 4-15 (a) (1))	
	Theater On-Sale Malt Liquor-3.2% Beer (Ord. 2009-04)	
	Off-Sale License (3.2 Beer) Can pro-rate	\$100
	Annual fee - set by City Code (Sec. 4-15 (a) (1))	
	Temporary On-Sale License (3.2 Beer)	\$50/up to 7 days
	City Code Sec. 4-15 (a) (9)	
	Address Change Fee for 3.2 Licenses	\$20
	Brewery and Taproom	
4-25	Brewer Taproom License (Res. 2014-036)	\$ 300
	Small Brewer License (Res. 2014-036)	\$ 100
	Micro-Distillery	
4-25	Distiller and Cocktail Room License	\$ 300
	Small Distiller License	\$ 100
	Investigation Fee City Code 4-15 (f) (MS 340A.412, subd 2 limits to \$500)	
	Investigation Fee - In State (Liquor, Wine, Beer)	\$500
	Investigation Fee - Out of State (Liquor, Wine, Beer)	Actual Cost Not to Exceed \$10,000
	Renewal Application late fee	\$100

* Public Hearing required to increase non-state regulated Liquor License Fees according to MS 340A.408 Subd. 3a; fee set by City but subject to limits; fee intended to cover costs of issuing, inspecting, and other directly related costs of enforcement.

** Off-Sale and Club Licenses are State regulated, fees set by 340A.408.

*** Wine fee cannot exceed 1/2 On-Sale Liquor Lic fee or \$2,000, whichever is less.

**** Consumption/Display Permits cannot exceed \$300 by state regulation.

***** One-day Consumption/Display Permits cannot exceed \$25 by state regulation.

CHAPTER 5 - AMUSEMENTS

Dances		
5-57	Temporary Public Dance License	\$25
	License transfer fee	\$20

CHAPTER 6 - ANIMALS AND FOWL

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

CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS

Building Permits		
7-16	1997 Uniform Building Code Permit Plan	
	Checking for Commercial Building Plan Review	65% of permit fee
	Residential Plan Check	50% of permit fee
	Reinspection Fee	
	Additional Visits (second reinspection and thereafter)	\$54
	Special Inspection	\$54
	In Ground Pool	\$120
	Above Ground Pool	\$60
	Demolition Permit (\$1,500 escrow for land restoration)	\$54
	Building without permit	Double fee
	Solar Installations	\$110
	State Surcharge (per State Statutes)	\$1
7-23	Manufactured Home Set-up	\$112
7-24	Surcharge on Park Land Development(Dwelling Unit as defined in Appendix C-Zoning)	
	Single-Family Dwelling	\$225
	Two-Family Dwelling	\$225 per unit
	Multiple-Family Dwelling	\$150/unit
	Single-Family (Attached)	\$200
	Manufactured Homes (Private lots only)	\$200
	Dormitory	\$90/occ
	Boarding House	\$90/occ
	Conversion to Dwelling Units	Same as above
	Conversion to Primary Use	\$175
	Commercial, Industrial, Institutional	
	Under \$100,000	\$225
	\$100,000 to \$500,000	\$1,200
	\$500,000 and up	\$3,000
Rental License		
7-39	Rental Property license fees	
	Single Family	\$110
	Multi-Family	\$110 per building + \$20 per unit
	Re-Inspection fee	\$100 (1-3 units)
		\$50 per unit (4+ units)
	Rental Compliance Appeal Fee	\$50
	Re-Instatement Fee	\$50
	Delinquent Penalty (Sec 7-39, 1. License Fees, City Ordinances)	15% of the amount of the license fee
7-46	Moving Structures - Moving permit per structure	\$100
	State Surcharge (per State Statutes)	\$1
Shingling/ Roofing Permit		
	One & Two Family Residences	\$80
	Partial Shingling	\$54
	All Other Uses	Valuation x 1997 FS
	State Surcharge (per State Statutes)	\$1
Siding Permit		
	One & Two Family Residences	\$80
	Window Replace.	\$80
	All Other Uses	Valuation x 1997 FS
	State Surcharge (per State Statutes)	\$1

(BUILDINGS AND BUILDING REGULATIONS CONTINUED)

7-112 Electrical Permits, Inspections, and Fees -

Residential

Temporary Electrical Service	\$40
Electrical - New Construction	\$170
Panel Service Charge	\$100
Lower Level (Basement Finish)	\$75
One Trip/One Outlet Fee	\$40
Additional Inspections	\$35/each
Pool	\$70
Hot tub/spa	\$40
Sub Panel	\$70
Solar Arrays	\$80
Service Lateral (Conversion to underground/trench inspection)	\$40
Off Peak Car Charger	\$45
Minnesota State Surcharge on All permits (Per Application)	\$1

Commercial

Commercial Fee Minimums: \$40 + \$1 State Surcharge (One Trip)	\$40 + \$1 State Surcharge
Remodel Minimum: \$70 + \$1 State Surcharge (Two Trips)	\$70 + \$1 State Surcharge
1.5% of contract cost up to \$10,000	
1% of cost above \$10,000 plus surcharge	
Surcharge = Contract Cost X 0.0005	Contract Cost x 0.0005
If total job cost x 1.5% is less than \$40 (one trip) \$70 (two trips) then minimums must be paid.	
All fees are subject to State of MN surcharge fees of	\$1

Plumbing

License verification fee	\$50/yr
Residential dwelling	\$99
Alteration or additional fixtures	\$66
Apartments/per unit	\$66
Commercial/Industrial - New	\$155
Additional plumbing fixture	\$5/each
Septic (ISTS) (\$350 goes to the County - added \$50 for City admin to collect fee)	\$400
State Surcharge (per State Statutes)	\$1

Heating and Air Conditioning

Residential dwelling (per furnace)	\$90
Heating Alteration/Change Out	\$54
Apartments	\$75
Commercial/Industrial Valuation	\$1.00 surcharge if permit fee is under \$10,000
State Surcharge (per State Statutes)	\$1
	\$.0005 x permit fee

CHAPTER 10 - FIRE PREVENTION/PROTECTION**Fire prevention-Sprinkler review**

New construction	\$.015 x value of project
Existing/retrofit	\$.015 x value of project; minimum of \$54
State Surcharge (per State Statutes)	\$.05 x value of project

Police & Fire Alarm Charges**False alarm charge**

Each false alarm in excess of 2	\$58
Each false alarm in excess of 5	\$112
Each false alarm in excess of 10	\$224

CHAPTER 11 - GARBAGE AND REFUSE

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

CHAPTER 14 - LICENSE AND BUSINESS REGULATIONS**Tobacco**

14-27 License fee (can not be prorated)	\$200
Name or address change fee	\$20

Salvage Dealers

14-30 Pawn Shop/Pawnbroker License	\$500
Pawn transaction fee	\$1.15 per transaction
14-45 License fee	\$60

Massage Establishments

14-56 License fee-Massage therapist (Can Prorate)	\$55
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Charitable Gambling

14-100 Gambling license exemptions	\$45
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(MS 349.213 Subd. 1a)

(Gambling license can not exceed \$100 by state regulation.)

Fireworks

14-116 Fireworks-Sale of (Fee limits set by State Statute 624.20 Subd.1 (d))	
Retailers selling only fireworks	\$350/yr
Retailers selling fireworks in addition to other items	\$100/yr
14-112 Fireworks Display License Fee (Res 2010-162)	\$25

CHAPTER 15 -MOTOR VEHICLES AND TRAFFIC

15-40 Parking Fine - 18 hr/specialty vehicles/trailers	\$50
15-44 Parking Fine - Snow Emergency Parking	\$50
15-61 Parking Fine - All Other	\$25
15-82 Golf Cart Permits	\$150
Golf Cart Permits (Physical Disability Qualification)	\$75
Mini Truck Permits	\$75

CHAPTER 17 - OFFENSES**17-52. Repeat Nuisance Calls**

Petty misdemeanors & misdemeanors offenses	3rd call	\$250
	4th call	\$350
	5th call	\$450
Gross misdemeanors and felonies	2nd call	\$1,000
	3rd call	\$2,500
	4th call	\$5,000

CHAPTER 18 - PARKS AND RECREATION

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

CHAPTER 19 - PEDDLERS

Peddlers License	\$35 per person
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CHAPTER 27 - TAXI

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

CHAPTER 28 - WATER, SEWER, & STORM WATER**Water Rates****Monthly fixed water service access charge (based on meter size):**

5/8" - 3/4"	\$10.55
1"	\$11.68
1 1/2"	\$19.65
2"	\$22.32
3"	\$60.87
4"	\$70.59
6"	\$93.60

Consumption:**Residential/Multi-Family**

0-12,000 gallons/month	\$0.001854/gal
12,001-24,000 gallons/month	\$0.002085/gal
>24,000 gallons/month	\$0.002375/gal

Commercial

0-50,000 gallons/month	\$0.001994/gal
50,001-300,000 gallons/month	\$0.002061/gal
>300,000 gallons/month	\$0.002306/gal

Industrial

0-300,000 gallons/month	\$0.001473/gal
300,001-500,000 gallons/month	\$0.001694/gal
>500,000 gallons/month	\$0.001902/gal

Water Meter

City cost rounded up to nearest dollar

Water Reconnection Fee

\$60.00

Water Meter/System Tampering Fee

\$100.00

Hydrant Connection Fee

\$100.00

Water Restriction Violation Fines

1st Offense	Warning
2nd Offense	\$25.00
3rd Offense	\$50.00
4th Offense	\$100.00
5th Offense	Place restrictive device on sprinkler system and outside water tap

Lawn Watering Permit

No Charge

NOTE: Required to register newly sodded or planted lawns

with Public Works Department

Water Availability Charge

Standard	\$1,382.50
Non-standard	\$5,665.00

Late Payment Fee

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

Service Call Fee (Section 28-82)	\$100.00
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Sewer Rates**Residential**

Monthly Base Sewerage User Fee (\$/month)

\$8.32

Flow Charge

\$0.003610/gal

Based on charges for non-sewered water usage, such as lawn and garden watering, for single-family residential users shall be the total of the Base Sewerage User Fee of \$8.32, plus the Metered Sewerage User Fee, which is not to exceed a maximum of \$35.00 per month.

A single-family residence shall be defined as a dwelling unit that is individually metered.

The maximum monthly sewer charge does not apply to a single family residence with an irrigation system metered through one water meter.

There are no sewer charges for a designated irrigation meter.

Late Payment Fee

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

Significant Industrial User (SIU)

Monthly Fixed Charge

\$8.32

Flow Charge

*Flow Charge is per individual SIU contract

Surcharge/Credit Coefficients:

CBOD5

\$0.26/lb

TSS

\$0.30/lb

NH3

\$0.09/lb

TP

\$0.36/lb

Penalties:

Daily Limit per SIU contract

\$500.00

Monthly Limit per SIU contract

\$1,000.00

pH

\$100.00/incident

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

Sewer Availability Charge

Standard

\$1,500.00

Non-standard

\$5,865.00

Storm Water Rates

Residential Lot Equivalent (RLE)	\$5.70/RLE
Late Payment Fee	A penalty of ten percent (10%) of the amount of the consumer's storm water bill may be imposed onto any such bills that are delinquent.
Residential Lot Equivalent (RLE) equals 3,500 square feet of impervious surface. Each single family residential property is considered to be one RLE.	
The Other Developed Property will be individually assigned a certain number of RLEs based on property size, impervious surface, and calculated storm water run-off. The property will also receive a credit if it has a storm water retention pond or facility on-site.	
Water Availability Charge (WAC) Units & Sewer Availability Charge (SAC) Units	
The City will adopt and use the Met-Council WAC & SAC schedule to determine the units for calculation of fees, excluding residential multifamily. Residential multifamily per unit (duplex, fourplex, apartments, etc.) 2 units=1 WAC/SAC.	https://metro council.org/Wastewater-Water/Publications-And-Resources/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx
Water Reclamation Facility	
Hauled Waste	\$40 per 1,000 gallons
Hauled Waste - Annual Registration	\$300

ADMINISTRATIVE FEES

Copy fees (100 pages or fewer)	\$.25/copy; \$.50/ 2-sided
Special requests from public for information requiring more than 100 pg	Charge hourly wage of lowest paid employee able to retrieve/copy data plus materials and mailing costs.
City Council packet (Available on website)	\$30
Copy of meeting DVD	\$10
Board/Commission packets	
Heritage Preservation Commission	\$20
Faribault HRA	\$25
MURL Advisory Board	\$15
Faribault EDA	\$25
Rice County HRA	\$25
Planning Commission	\$25
Ad Hoc Committee	\$15
Filing Fee for Mayor's Office & City Council (MS 205.13 Subd.3(b))	\$5
Maps	\$5
Color map (42 x 60)	\$30
Color map (24x36)	\$20
Color map (11x17)	\$5
Color map (8.5x11)	\$2
Custom made maps	\$25-\$50
Project plans and specifications	
Project costs < \$50,000	\$10/set
Project costs < \$50,000 - \$250,000	\$25/set
Project costs > \$250,000 - \$1,000,000	\$50/set
Project costs > \$1,000,000	\$75/set
Residential Lot Inventory (new document-multiple color pages)	\$20
NSF/ACH Returned Item Fee (per MN Statute 604.113)	\$30
Late fee charge for monthly recurring accounts receivable with delinquent balances.	A penalty of ten (10) percent of the amount of the customer's bill may be imposed onto any such bills that are delinquent.
Assessment Searches	
2 day response	\$22
less than 2 day response	\$33
Copies	
Adopted Budget Book	\$30
Capital Improvement Plan	\$50
Comprehensive Annual Financial Report	\$30
City Code Book (Available online)	
Code supplements	Actual cost
New Code Book	\$150
Currency Exchange License application approval	\$110
Airport Hangar Rent (based on 1 year lease-monthly lease add \$15 per month)	
Building 2	\$184/month

(ADMINISTRATIVE FEES CONTINUED)

Building 3	\$184/month
Building 4	\$207/month
Building 5 - Heated	\$385/month
Building 5 - Unheated	\$285/month
Private hangar land lease (One time charge of \$100 linear front ft at start of lease)	\$.17/sq ft/year
Airport Fuel Flowage Fee	\$0.05/gallon
Engineering Fees	
1. Full engineering services - design, bidding, construction management including inter-agency coordination and permits as well as project inspection and staking.	15%
2. Bidding and construction management including inter-agency coordination and permits as well as project inspections and staking.	9%
3. General project administration, overview and limited inspection to insure compliance to City Standards and project acceptance by the City.	4%
Right-Of-Way Management	
1. Registration Fees	\$60
2. Excavation Permit Fees	
A. Hole - Paved Surface	\$90
B. Hole - Unpaved Surface	\$60
C. Hole - Emergency	\$60
D. Trenching or Directional Boring	\$10/100 l.f. + holes
3. Obstruction Permit Fee	\$45 + \$5/day
4. Permit Extension Fee	\$25 + \$10/day
5. Driveway/Second curbcut	\$30
Utility Restoration Administrative Charge	\$300/hr. - 2 hour minimum

Antenna Tower/Utility Pole Rental

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

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

1. One to three PCS or Cellular, Community, Repeater, RCC, Multi-User, or Single User Antennas at same elevation.	\$5,500/year
2. Four to nine PCS or Cellular, Community, Repeater, RCC, Multi-User, or Single User Antennas at same elevation.	\$16,500/year
a. Additional antenna	\$1,850/year
3. Additional Fees and Requirements	
a. Microwave or Sat. Dish < 2' additional fee	\$500/year
b. Microwave or Sat. Dish 2-3' additional fee	\$750/year
c. Microwave or Sat. dish > 3' additional fee	\$950/year
d. Small Cell/Can Antenna/Antenna Tower/Utility Pole Rental	Up to \$150 per year rent
(1) Maintenance Fee	\$25 per year
(2) Electrical Service for nodes <= 100 watts	\$73 per radio node
(3) Electrical Service for nodes > 100 watts	\$182 per radio node
	Actual costs if exceeding the fees listed above
e. Limit one coaxial line per antenna, or add per additional coaxial line.	\$950/year
f. Initial consulting fee for review, mapping, study, etc. paid prior to review.	\$2,500
g. Initial landscape and restoration fee paid prior to construction.	\$1,500
4. Utility Pole Rental (increase 2% per year)	\$1,836

Subdivision Fees and Vacation Application Fees

Minor Subdivision	\$100*
Preliminary plat	\$200+\$10/parcel*
Final plat	\$300+\$15/parcel*
Extend Deadline to Report Approved Plat	\$150
Minor Subdivision/Plat Escrow	\$1,500 - \$10,000
Vacation of street, easement, or other public reservation	\$350*

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

Zoning Application Fees

Conditional Use Permit (single-family residential)	\$300*
Conditional Use Permit (all other uses)	\$500*

(ADMINISTRATIVE FEES CONTINUED)

Conditional Use Permit Amendment (All Uses)	\$300*
Interim Use Permit (All Uses)	\$500*
Interim Use Permit Amendment (All Uses)	\$300*
Ordinance Amendment	\$350*
PUD (Residential)	\$600*
PUD (All other uses; 0-5 acres)	\$750*
PUD (All other uses; 5-20 acres)	\$1,500*
PUD (All other uses; 20+ acres)	\$3,000*
PUD Amendment	\$300*
Rezoning of Property	\$350*
Site Plan Review	\$100
Site Plan Security (may be cash, certified check, performance bond, or irrevocable letter of credit-subject to approval of the City)	110% of improvements
Variance (Single-Family Residential)	\$300+\$50 each additional*
Variance (All other uses)	\$350+\$50 each additional*

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

Administrative Zoning Permit Fees

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

*Plus electrical inspection fees for lighted signs when applicable.

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

Other Planning and Zoning Fees

Address change request from property owner	\$200
Annexation Petition	\$200+\$5/acre*
Annexation Escrow	\$10,000*
Comprehensive Plan Amendment	400*
EAW or EIS	300*
EAW or EIS Escrow	\$10,000+
Extension to record documents or start construction	\$150

Police Department Fees

Pictures (i.e. accident, burglary, etc.)	\$6/photo
Copies of police reports	\$.25/pg for first 100 pgs
Over 100 copies	Charge hourly wage of lowest paid employee able to retrieve/copy the data plus materials/mailling costs.
Copy of items put onto CD or DVD	\$12

Library Fees

Micro film copies	\$.15/sheet
Double sided	\$.30/sheet
Meeting Room (Non-profit groups - no charge)	\$30/4 hours
Photo copies	\$.15/sheet
3D Printing	\$0.10/gram of filament
Non-Residential Card Fee (Set by State)	\$40
Replacement cards	\$2
Fines	
Paperback Book	\$.20/day up to \$10/item
Books, Cassettes, & Compact Discs	\$.20/day up to \$10/item
Magazines	\$.20/day up to \$10/item
Video Cassettes & DVDs	20 cents/day max \$10/movie
Payment for lost books	Replacement cost
Obituary research	\$10/obituary
Headphones	\$1
Flash Drives	\$10

Private Activity (Tax Exempt) Bonds Issuance

Administrative Fee	1/2 of 1% of the face amount of Bond not to exceed \$5,000
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Point of Sale Inspection

Inspector license	\$113
Inspection fee	
Inspection fee	\$35
Additional visits	\$35

Commercial and Industrial Development Program Application

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

Tax Abatement Program

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

Tax Increment Financing

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

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

Aquatics			
Lap swim punchcard (14 times)	\$46		
Lap swim	\$5		
Open swim-Ages 3 and up	\$3		
Open swim family	\$12		
Open swim punch c (15 punches)	\$40		
3 month lap swim unlimited-Individual	\$75		
Annual lap swim unlimited-Individual (Jan - Dec 31)	\$250		
Pool rental-One hour	\$65		
Birthday Party Rental (Room and Pool)	\$83		
Swim lessons	\$34		
Private swimming lessons			
1 person	\$25		
3 person	\$60		
5 person	\$100		
Semi-Private Lessons per one half hour			
1 person	\$45		
3 person	\$120		
5 person	\$185		
Water Fitness			
14 classes/punchcard	\$46		
Pay each time	\$5		
Fitness Room			
Weight room passes		Individual	Couples
3 month	\$78	\$125	\$140
1 month	\$36	\$55	\$62
6 month	\$140	\$235	\$250
12 month	\$255	\$350	\$400
Daily	\$5		
Punchcard (14 Punches)	\$46		
Personal Training	varies		
Group Rate (6 or more from same organization - monthly)	\$32	\$48	\$55

(ADMINISTRATIVE FEES CONTINUED)

All Around Pass		Individual	Couples	Family
	1 month	\$40	\$65	\$75
	3 month	\$105	\$175	\$145
	6 month	\$200	\$330	\$365
	12 month	\$360	\$550	\$610
Aerobics		Individual		
	Punch Card (14 times)	\$46		
	Daily rate	\$5		
Locker Rooms				
	Daily lock rental	\$0		
	1 Month - Small Locker	\$6		
	1 Month - Large Locker	\$7		
	2 Months - Small Locker	\$8		
	2 Months - Large Locker	\$10		
	3 Months - Small Locker	\$11		
	3 Months - Large Locker	\$13		
	4 Months - Small Locker	\$13		
	4 Months - Large Locker	\$15		
	5 Months - Small Locker	\$17		
	5 Months - Large Locker	\$19		
	6 Months - Small Locker	\$22		
	6 Months - Large Locker	\$24		
Miscellaneous fees and charges				
	Noon time adult basketball-Daily fee	\$3		
	Open Gym	\$3		
	Open Gym Punchcard (40-14 Punches)	\$32		
	Sauna Punchcard (14 punches)	\$45		
	Sauna Only	\$5		
	Pickle Ball Punchcard (14 punches)	\$38		
Youth programs				
	Indoor soccer	\$33		
	Bitty basketball			
	6 sessions	\$26		
	8 sessions	\$33		
	10 sessions	\$41		
	Youth basketball	\$34		
	Floor hockey	\$31		
	Flag football	\$37		
	Cub football	\$45		
	Summer I Ball (includes all youth summer ball programs)	\$38		
	T-Ball	\$33		
	Softpitch	\$33		
	Baseball	\$40		
	Baseball Clinic	\$75		
	Summer softball	\$34		
	Hershey track	\$24		
	Investigators 8 weeks	\$42		
	Preschool	\$36		
	Safety Camp	\$41		
	Small Wonders 8 Sessions	\$42		
	Fun Center 3 weeks	\$51		
	2 weeks	\$38		
	Tennis	\$42		
	Youth volleyball	\$34		
	Spirit Team	\$30		
Adult Programs				
	TKD (Taekwondo) (10 punchcard)	\$35		
	20 Punchcard	\$60		
	40 Punchcard	\$90		
	3 on 3 basketball	\$185		

(ADMINISTRATIVE FEES CONTINUED)

Racquetball league	\$40
Racquetball	
Daily	\$5 PP/Hr
1 Month	\$30
Punchcard (14 Punches)	\$46
Adult volleyball	\$31 per game
Adult volleyball double headers	\$31 per game
Beginner golf	\$48
Softball (team fee)	
Plus men 20 games	\$32 per game
Plus other leagues 12G	\$32 per game
Fall Softball (10 games)	
Team	\$32 per game
Teen softball league	\$300
Drop-In Programs	
Ice Arena	
Public skating	
Individual	\$5
Family	\$18
Punchcard (14 Punches)	\$45
Ice skating lessons	negotiable

Faribault Family Aquatic Center

General Admission at Entrance	\$6 w/tax
Active Military Rate	\$3.50 with tax
Admission After 5:00 pm	\$3.50 with tax
Resident Discount Passes	
10 passes	\$50 + tax
20 passes	\$90 + tax
30 passes	\$105 + tax
Non-Resident Discount Passes	
10 passes	\$50 + tax
Season Passes	
Individual	\$70+tax
Family (2A, 2Y Plus \$20 any extra immediate family members)	\$160 + tax + addtl. members
Pool Rental (Before or After hours) per hour rates	\$245 per hour + tax

Park Shelter Reservation Fee

Full day	\$46
Entire park (Not North or South Alexander)	\$250 per day

Facility Rent

Regular Hours	
Class rooms	\$20 per hour
Gymnasium	\$32 per hour
After or Before hours	
Class rooms	\$33 per hour
Gymnasium	\$45 per hour
Washington Center	
3 hour rental	\$160
12 hour rental	\$275
Community Center (includes 2 hrs pool)	
3 hour rental	\$240
12 hour rental	\$480
Armory Building	
Class rooms	\$25 per hour
Gymnasium	\$40 per hour

(ADMINISTRATIVE FEES CONTINUED)

Buckham West	
Dining Hall and Activity Room - during regular hours	\$20 per hour
Dining Hall and Activity Room - before or after regular hours	\$33 per hour
Conference Room - during regular hours	\$50 per hour
Conference Room - before or after regular hours	\$65 per hour
Commons Area - during regular hours	\$40 per hour
Commons Area - before or after regular hours	\$55 per hour
Small Offices - during regular hours	\$15 per hour
Small Offices - before or after regular hours	\$20 per hour
Military Discount (Active & Families)	10%



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-146 Approve Hiring Accounting Technician

Background:

Due to a retirement, there is a need to fill an Accounting Technician position for the City of Faribault. The position was posted and applications were accepted from May 24, 2021 to June 11, 2021.

Sixteen applications were received and reviewed. Two applicants were selected for an interview. The panelists for the interview consisted of Accounting Supervisor Ann Remold and Finance Director Jeanne Day. From the interview process, Amy Stadler was selected as the recommendation for hire.

Resolution 2021-146 approves the hiring of Amy Stadler as Accounting Technician for the City of Faribault. This position is a union position in Local 70 and is wage grade G and Amy would be hired at step 1, with a hire date of July 26, 2021. The position is under the Local 70 CBA 2019-2021 Compensation Agreement.

Recommendation:

Approve Resolution 2021-146, approving the hiring of Amy Stadler as Accounting Technician

Attachments:

1. 2021-146 Approve Hiring Accounting Technician

CITY OF FARIBAULT

RESOLUTION #2021-146

APPROVE HIRING ACCOUNTING TECHNICIAN

WHEREAS, the City of Faribault (the "City") presently has a vacancy for Accounting Technician that needs to be filled by a qualified candidate; and

WHEREAS, the City has posted for and interviewed for the Accounting Technician position within the City; and

WHEREAS, the City Council desires to fill the vacancy for the Accounting Technician position.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Amy Stadler shall be extended an offer of employment to fill the vacant Accounting Technician position.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-148 Approve Minnesota Department of Transportation Cooperative Construction Agreement Contract No. 1047355 for TH 3 & TH 21 EVP Improvements - Contract 2021-06

Background:

The attached resolution approves a grant agreement with the Minnesota Department of Transportation for a portion of the costs for the proposed TH 3 & TH 21 EVP Improvements, Contract 2021-06. This project consists of installing emergency vehicle preemption (EVP) devices on the existing signal system at TH 21 & TH 3 intersection to allow emergency vehicles to interrupt the normal traffic signal cycle to give the emergency vehicles green lights in the direction of their travel.

The grant is from the MNDOT Local Partnership Program, a competitive grant program of which the City of Faribault was awarded for up to \$15,000 for the subject project. The grant funds are only eligible for construction costs for the trunk highway legs (three of four legs) of the intersection (75% of construction costs).

Recommendation:

Approve Resolution 2021-148

Attachments:

1. Resolution 2021-148
2. 1047355 AGR FARIBAULT

CITY OF FARIBAULT

RESOLUTION #2021-148

**APPROVE MINNESOTA DEPARTMENT OF TRANSPORTATION COOPERATIVE
CONSTRUCTION AGREEMENT CONTRACT NO. 1047355 FOR TH 3 & TH 21
EVP IMPROVEMENTS - CONTRACT 2021-06**

It IS RESOLVED, that the City of Faribault enter into MnDOT Agreement No. 1047355 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the emergency vehicle preemption construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 21 at Trunk Highway No. 3 and Park Avenue within the corporate City limits under State Project No. 6613-33 (T.H. 21=021).

IT IS FURTHER RESOLVED, by the City of Faribault that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CERTIFICATION

I certify that the above resolution is an accurate copy of the Resolution adopted by the City Council of the City of Faribault, Minnesota at an authorized meeting held on the 13th day of July 2021, as shown by the minutes of the meeting in my possession.

(Signature)

(Type or Print Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public _____

My Commission Expires _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF FARIBAULT
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>6613-33</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>21=021</u>	<u>\$15,000.00</u>
City Project Number (C.P.):	<u>2021-06</u>	
State Aid Project Number (S.A.P.):	<u>125-010-018</u>	
Signal System ID:	<u>1736854</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Faribault acting through its City Council ("City").

Recitals

1. The City will perform emergency vehicle preemption construction and other associated construction upon, along, and adjacent to Trunk Highway No. 21 at Trunk Highway No. 3 and Park Avenue according to City-prepared plans, specifications, and special provisions designated by the City as City Project No. 2021-06 and as State Aid Project No. 125-010-018 and by the State as State Project No. 6613-33 (T.H. 21=021) ("Project"); and
2. The City requests the State participate in the costs of the emergency vehicle preemption construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. The State can only pay the City for the State participation construction after funds have been encumbered, which encumbrance must be preceded by the appropriation of such funds by the Minnesota Legislature; and
4. This construction is currently part of the State's 2022 fiscal year road construction program, and the State will seek the appropriation of funds, and encumber the funds, if available; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 11. Liability; Worker Compensation Claims; Insurance; 14. State Audits; 15. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure. The terms

-1-

Payable Lump Sum on Low Bid (Cooperative Agreements)

and conditions set forth in Article 6. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

1.4. *Plans, Specifications, and Special Provisions.* State-Aid approved City plans, specifications, and special provisions designated by the City as City Project No. 2021-06 and as State Aid Project No. 125-010-018 and by the State as State Project No. 6613-33 (T.H. 21=021) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

1.5. *Exhibits.* Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

2.1. *Limited Right to Occupy.* The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.

2.2. *State Access; Suspension of Work; Remedial Measures.* The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.

2.3. *Traffic Control; Worker Safety.* While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

2.4. *State Ownership of Improvements.* The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. *Bids and Award.*** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. *Bid Documents Furnished by the City.*** The City will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. *Rejection of Bids.*** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. *Direction, Supervision, and Inspection of Construction.***
- A.** The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the District Engineer at Rochester five days notice of its intention to start the contract construction.
 - B.** Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".
- 3.5. *Completion of Construction.*** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.6. *Plan Changes.*** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.
- 3.7. *Compliance with Laws, Ordinances, and Regulations.*** The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
- 3.8. *Construction Documents Furnished by the City.*** The City will keep records and accounts that enable it to provide the State, when requested, with the following:
- A.** Copies of the City contractor's invoice(s) covering all contract construction.
 - B.** Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.

- C. Copies of all construction contract change orders, supplemental agreements, and work orders.
- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the District Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.3. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Faribault to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

6. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on T.H. 21 at the intersection of T.H. 3 and Park Avenue and for the Interconnect on T.H. 21.

6.1. City Responsibilities.

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.

- i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
- ii. Replace the Signal System LED indications and the advanced LED warning flashers. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- iii. Clean the Signal System controller cabinet and service cabinet exteriors.
- iv. Clean the Signal System, advanced warning flashers, and luminaire mast arm extensions.
- v. Paint and maintain the Park Avenue pedestrian crosswalk markings.
- vi. Reimburse the State for the costs associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal.

6.2. **State Responsibilities.**

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, advanced warning flasher, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup Replacement Batteries.** Perform all tasks associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal and invoice the City 100% of the costs associated with this work. The State will maintain the remainder of the battery back-up system at its cost and expense.
- C. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP System will be determined by the State.

6.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

6.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of any Agreement between the parties, for the intersection of T.H. 21 at T.H. 3 and Park Avenue.

7. Basis of State Cost

- 7.1. *Schedule "I"*.** The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 7.2. *State Participation Construction*.** The State will participate in the following at the percentages indicated.
- A.** 75 Percent will be the State's rate of cost participation in the emergency vehicle preemption construction. The construction includes, but is not limited to, the construction item tabulated on Sheet No. 1 of the Preliminary Schedule "I".
- 7.3. *Construction Engineering Costs*.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction or up to the capped amount covered under this Agreement.
- 7.4. *Capped Funds*.** The State's cost participation for construction and construction engineering is capped and will not exceed **\$15,000.00**.

8. State Cost and Payment by the State

- 8.1. *State Cost. \$15,000.00*** is the State's estimated share of the costs of the contract construction which includes the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2., the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 8.2. *Conditions of Payment*.** The State will pay the City the full and complete lump sum amount as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
 - B.** Legislative appropriation of funds for the State's road construction program. It is anticipated that payment by the State that depends on Legislative appropriation of funds will be made after July 1, 2021 and before June 30, 2022 for Fiscal Year 2022.
 - C.** Encumbrance by the State of the State's full and complete State funded lump sum cost share, no earlier than July 1, 2021.
 - D.** The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.
- 8.3. *Limitations of State Payment; No State Payment to Contractor*.** The State's participation in the contract construction is limited to the lump sum amount shown in Article 8.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

9. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

9.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

9.2. The City's Authorized Representative will be:

Name, Title: Mark Duchene, City Engineer (or successor)
 Address: 208 1st Avenue Northwest, Faribault, MN 55021
 Telephone: (507) 333-0360
 E-Mail: mduchene@ci.faribault.mn.us

10. Assignment; Amendments; Waiver; Contract Complete

- 10.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 10.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 10.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 10.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. Liability; Worker Compensation Claims; Insurance

- 11.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 11.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 11.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

12. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

13. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

15. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

16. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Termination; Suspension

17.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

17.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

17.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

18. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond

a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: FY22

CITY OF FARIBAULT

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1047355

City of Faribault

S.P. 6613-33 (T.H. 21=021)

Preliminary: June 16, 2021

S.A.P. 125-010-018

C.P. 2021-06

State Funds

Emergency vehicle preemption construction performed under

City contract with _____

located on T.H. 21 at T.H. 3 and Park Avenue

STATE COST PARTICIPATION					
ITEM #	WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM LUMP SUM		0.75	20000.00	15000.00
(1) Subtotal					\$15,000.00
	Construction Engineering (8%)				1,200.00
	Subtotal				\$16,200.00
(2) Capped Funding (\$15,000.00)					15,000.00
	Encumbered Amount				\$15,000.00

(1) Amount of advance payment as described in Article 8 of the Agreement (estimated amount)

(2) Funds will be capped as described in Article 7.4 of the Agreement

CITY OF FARIBAULT

RESOLUTION

IT IS RESOLVED that the City of Faribault enter into MnDOT Agreement No. 1047355 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the emergency vehicle preemption construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 21 at Trunk Highway No. 3 and Park Avenue within the corporate City limits under State Project No. 6613-33 (T.H. 21=021).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Faribault at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 13, 2021
SUBJECT: Approve Utility Account Credit

Background:

On April 26th a valve failed on a 16" water main at the water plant site. The failure was a result of work being done on underground infrastructure that was adjacent to the valve. The work being done was part of the construction for the new Water Treatment Plant.

The failure resulted in temporary water losses throughout the community. Jennie-O Turkey Store experienced significant impacts from the failure, resulting in over \$40,000.00 in damages from lost product, wages and downtime. Jennie-O's proximity to the water plant, size of their service line, dead-end water main and complications with construction of the new Water Treatment Plant all attributed to this loss.

Staff is recommending that the utility account for Jennie-O be credited in the amount of \$40,000.00 over a four (4) month period. The Water Fund (601) would cover this credit.

Recommendation:

Approve Utility Account Credit for Jennie-O Turkey Store

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 13, 2021
SUBJECT: Accept Quote for Well House #3 Improvements

Background:

The 2021 Capital Improvement Plan (CIP) and budget have approved \$20,000.00 for improvements to well house #3. Improvements will include the installation of water barrier, insulation and exterior finish. The improvements will provide increased energy savings and create a climate controlled environment for electronic equipment on the recently rehabilitated well.

Staff has obtained a quote from Trowel Trades Inc., Northfield, MN for \$16,500.00. Funding will be provided by the Water Fund (601).

Recommendation:

Accept Quote for Well House #3 Improvements from Trowel Trades Inc., Northfield, MN

Attachments:

1. Quote
2. CIP Sheet



1211 LONSDALE BLVD. • NORTHFIELD, MN 55057

Phone: 507-645-0612

FAX: 507-663-8913

Email: info@trowel-trades.com

PROPOSAL

Project: City of Faribault Pump House **Bid Date:** 06/21/21
Address: _____ **Proposal #:** P21-047
City: Faribault **State:** MN
Section: 072400 **Description of Work:** Install Water Drainage Exterior Insulation and Finish System (Dryvit Outsulation "Plus" MD) to existing painted CMU block. (See Clarifications)

Base Bid: \$16,500.00

Sixteen Thousand Five Hundred Dollars

Alternates: None.

Addendums: None.

Clarifications:

- 1.) 2" EPS foam adhesively/mechanically applied to painted CMU block.
- 2.) Dryvit standard mesh.
- 3.) Dryvit Sandpebble finish, Dryvit standard colors.
- 4.) Dryvit Backstop NT fluid applied air and water barrier.
- 5.) Install Dryvit Prymit bonding agent to CMU prior to air and water barrier.
- 6.) Pre-based Lutz starter boards at EIFS base for drainage.

Exclusions:

- 1.) No caulking or flashing.
- 2.) No framing or sheathing.
- 3.) No heating or covering for winter conditions.

THIS BID MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

By **CHRIS MILLER, Pres.**
Trowel Trades Inc.

Capital Improvement Plan
City of Faribault, Minnesota

2021 *thru* 2025

Project # WAT 21-03
Project Name Well House #3 Improvements

Type Building Department Water
Useful Life 20 years Contact Public Works Director
Category Facilities Priority 1 High
Capital Asset #
Unit #



Description

Apply exterior insulation finish and new roofing.

Justification

The improvements will result in increased energy efficiency.

Expenditures	2021	2022	2023	2024	2025	Total
Facility Maintenance	20,000					20,000
Total	20,000					20,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund (601)	20,000					20,000
Total	20,000					20,000

Budget Impact/Other

Improvements will extend the life cycle of the building and improve operational efficiency for the newly rehabilitated well.



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-147 Ending the Local State of
Emergency in the City of Faribault, Minnesota

Background:

The State of Minnesota's Peacetime Emergency Declaration for the COVID-19 pandemic, originally declared on March 13, 2020, was terminated on July 1, 2021. In conjunction with this action, it is recommended that we also end the City's Local State of Emergency Declaration, which began on March 15, 2020.

Recommendation:

Approve Resolution 2021-147

Attachments:

1. Resolution 2021-147 Ending the Local State of Emergency in the city of Faribault, Minnesota

CITY OF FARIBAULT

RESOLUTION #2021-147

ENDING THE LOCAL STATE OF EMERGENCY IN THE CITY OF FARIBAULT, MINNESOTA

WHEREAS, in response to the onset of the Coronavirus Disease 2019 (COVID-19) pandemic in 2020 and the issuance of Emergency Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19 by Minnesota Governor Tim Walz on March 13, 2020, the Mayor of the City of Faribault, Minnesota (the "City") declared a local emergency for the city and issued Mayoral Proclamation No. E2020-1 on March 15, 2020; and

WHEREAS, the City Council of the City of Faribault, Minnesota (the "Council"), extended the declaration upon the passage of Resolution #2020-043 on March 15, 2020 and Resolution #2020-045 on March 24, 2020; and

WHEREAS, the State of Minnesota's Peacetime Emergency Declaration, which was extended numerous times since originally declared, was terminated on July 1, 2021; and

WHEREAS, the Council finds that there is no need to continue the local state of emergency previously declared in response to the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED, that the local state of emergency for the COVID-19 pandemic, declared by the Mayor on March 15, 2020, and subsequently continued by the City Council by Resolution #2020-043 on March 15, 2020 and Resolution #2020-045 on March 24, 2020, is hereby ended, with an effective date of July 1, 2021.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 13, 2021
SUBJECT: Approve Quote for Caulking on Public Works Building

Background:

Staff recently requested quotes for emergency caulking repairs on the Public Works building. Repairs include installing structural adhesive around window frames, flashings and joints on the upper and lower west facing windows and side of the building. Only one quote was received which was from The Jamar Company in the amount of \$18,350. This is an emergency non-budgeted repair.

Recommendation:

Approve quote from The Jamar Company in the amount of \$18,350 for emergency caulking repairs on the Public Works building.

Attachments:

1. Quote



THE JAMAR COMPANY | 1109 Stagecoach Rd. | SHAKOPEE, MN 55379 | PHONE 952-452-0387

July 2, 2021

City of Faribault
1200 Belview Trail
Faribault, MN 55021

Subject: City of Faribault Public Works Caulking

The Jamar Company proposes to furnish, as specified below, all the labor, material, tools and equipment required to perform the subject work as directed by Garland Company for a lump sum of: **\$18,350 (EIGHTEEN THOUSAND THREE HUNDRED AND FIFTY DOLLARS)**

“Upper and Lower” West Facing Windows

- A. Load materials and equipment to roof area
- B. Set-up safety equipment as required
- C. Install Garland structural adhesive around window frame, flashings, and joints
- A. Provide photo documentations from both work scopes performed

1. Our Proposal is based on the following **Clarifications**:
 - A. It is our goal to solve leaking issues with this work. Due to poor condition of flashings/windows, we cannot guarantee this. This solution is meant to try and keep water out until new windows or wall panels are installed. Insulation may also be needed in some areas inside.
 - B. Lower windows that cannot be accessed from roof area will be accessed using owner's lift
2. Our proposal is based on **excluding** the following:
 - A. Any work not noted above
3. Our proposal is based on working a 40-hour work week, Monday through Friday, excluding Saturday, Sunday and Holidays.
4. Our proposal is based on working under local union agreement.
5. Payment Terms: net 30 days (*note: all invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts*).
6. A signed authorization to proceed must be provided prior to the performance of any additional work or change in project schedule or scope.

7. Additional work, performed by Jamar Company due to changes in out-of-scope items, including future leak service will be performed on a lump sum or time and material basis, at your option.

8. Please incorporate the above terms into all related purchase orders and/or contracts.

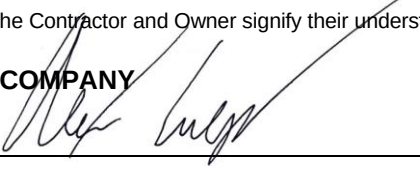
We appreciate the opportunity to provide a quote for this project. If you should have any questions or require additional information, please feel free to contact me at (952) 452-0387

signature on last page

- A. Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1-1/2% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1.5%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- D. Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner and invoiced as a change to this Contract.
- E. Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph E.
- F. Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:
- | | |
|---|---|
| Workers Compensation | Statutory Limits |
| Employer's Liability including "Stop Gap" | \$1,000,000 each accident |
| Commercial General Liability | \$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$4,000,000 general aggregate (per project) |
| Commercial Automobile Liability | \$2,000,000 Bodily Injury and Property Damage
Combined Single Limit |
- A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph I.
- G. Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- H. Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Minneapolis, Minnesota.
- I. Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- J. Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- K. Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

signature on next page

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

THE JAMAR COMPANYSignature:  _____Name: Alex CulpIts: Roofing Service Project ManagerDate: July 2, 2021**CITY OF FARIBAUT PUBLIC WORKS**

Signature: _____

Name: _____

Its: _____

Date: _____

Federal Tax ID: 41-1509431

State Tax ID: 3186956

The Jamar Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: July 13, 2021
SUBJECT: Approve List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,565,191.51 which includes check number 171870 to 171999.

The description line for each claim provides information to assist readers in understanding the purpose of the purchase and the department making the purchase. Initials of the department making the purchase are included in the description when possible. At the bottom of each page is a key, listing the primary funds to help identify the fund associated with the claim.

Recommendation:

It is recommended that the City Council approve the attached List of Claims for release.

Attachments:

1. 07-13-2021 Council AP List

AP
AP Council Approval 07-13-2021



User: jwalburn
Printed: 7/9/2021 10:00:40 AM

Check Num	Last Name	Acct 1	Amount	Description
171885	1st Line/Leewes Ventures LLC	101-45125-450-42990	485.83	Slush Flavoring & Base
171885	1st Line/Leewes Ventures LLC	101-45125-450-42990	273.25	Slush Base for Concessions
	1st Line/Leewes Ventures LLC		759.08	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	2,003.89	Freeze Pops Candy Chips Hot Dogs Popcorn Ice Cream
0	A H Hermel Candy & Tobacco	101-45125-450-42990	2,126.70	Freeze Pops Cotton Candy Chips Cheese Hot Dogs Ice Cream
0	A H Hermel Candy & Tobacco	101-45125-450-42990	14.12	Freeze Pops for Concessions
	A H Hermel Candy & Tobacco		4,144.71	
171886	██████████	241-46330-461-44375	251.00	621 Hulet Ave Utility Reimbursement July 2021
	██████████		251.00	
171887	██████████	241-46330-461-44375	150.00	914 SW 1st Street Utility Reimb July 2021
	██████████		150.00	
171888	Amazon Capital Services	101-42220-420-42110	27.48	Silicone Wristband & Gatorade Packets
171888	Amazon Capital Services	101-45122-450-42160	54.40	Pool Testing Supplies
171888	Amazon Capital Services	101-45140-450-42110	37.98	Fun Center and Ball Supplies
171888	Amazon Capital Services	602-49480-000-42110	53.59	Hand Soap Refill
171888	Amazon Capital Services	101-45140-450-42110	52.92	Washington Supplies
171888	Amazon Capital Services	101-45130-450-42110	59.97	Pickleballs
171888	Amazon Capital Services	101-45122-450-42160	190.53	Pool Test Reagents
171888	Amazon Capital Services	101-45140-450-42110	36.52	Fun Center Supplies-Scissors
171888	Amazon Capital Services	101-42210-420-42230	90.00	Magic Hand Cleaner
171888	Amazon Capital Services	101-45140-450-43130	34.48	Safety Camp UV Supplies
171888	Amazon Capital Services	101-45130-450-42110	44.92	Summer Movies
171888	Amazon Capital Services	101-45140-450-42110	44.96	Fun Center & Washington Supplies
171888	Amazon Capital Services	101-42220-420-42170	29.50	Foam Ear Plugs
171888	Amazon Capital Services	101-45122-450-42110	536.97	First Aid Gloves

Check Numb	Last Name	Acct 1	Amount	Description
171888	Amazon Capital Services	101-42110-420-42110	94.99	Replacement Bulb for Projector
171888	Amazon Capital Services	101-45122-450-42110	77.61	Tie Down Buckle/Webbing
171888	Amazon Capital Services	101-43121-430-42110	-12.99	Credit for Wall Hanging Mounts
171888	Amazon Capital Services	101-42110-420-42230	39.98	Wall Mount Phone
	Amazon Capital Services		1,493.81	
171889	American Red Cross	101-45130-450-43131	256.00	Babysitter's Training Class
171889	American Red Cross	101-45130-450-43131	360.00	Civic Certs-Lifeguarding
171889	American Red Cross	101-45122-450-43140	312.00	Lifeguard Training for Staff
	American Red Cross		928.00	
171890	Ancom Technical Center	101-42220-420-44045	120.00	Minitier V Pager Repair
171890	Ancom Technical Center	101-42220-420-44045	120.00	Minitier V Pager Repair
171890	Ancom Technical Center	101-42220-420-44045	140.00	Minitier V Pager Repair
171890	Ancom Technical Center	101-42123-420-42210	225.00	Radio Battery
	Ancom Technical Center		605.00	
0	APG Media of Southern Minnesota LLC	404-45200-450-45300	500.00	Bid Ad Fleckenstein Bluffs Overlook
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	925.00	2021 Hours Notice & Legal Notices
0	APG Media of Southern Minnesota LLC	101-41110-410-43130	467.50	Mayor's Reception
	APG Media of Southern Minnesota LLC		1,892.50	
0	Arrow Electric LLC	225-49810-430-44045	660.48	Airport Gate Operator Repairs
0	Arrow Electric LLC	602-49480-000-44040	92.00	Labor To Repair Breaker
0	Arrow Electric LLC	101-45200-450-44010	145.97	South Alex Shelter #1 GFI Receptacle Repl
0	Arrow Electric LLC	101-43170-430-44045	865.98	Parking Lot #2 New LED Lights Repair
0	Arrow Electric LLC	101-43160-430-44045	46.00	Repair Street Lights
0	Arrow Electric LLC	101-43121-430-44010	138.00	Troubleshoot & Repair Garage Door Openers
0	Arrow Electric LLC	101-45200-450-44010	257.80	Electrical Work Wapacuta Restrooms
0	Arrow Electric LLC	101-43160-430-44045	988.00	Locates For Street Lights
0	Arrow Electric LLC	225-49810-430-44045	664.70	Repair Airport Runway Lights
0	Arrow Electric LLC	225-49810-430-43090	138.00	Airport Wire Locates
0	Arrow Electric LLC	241-46330-461-42110	40.10	523 Division Street Repair Kitchen Light Fixture Materials
0	Arrow Electric LLC	101-42210-420-44010	696.26	Wire Hotsy Pressure Washer
0	Arrow Electric LLC	241-46330-461-44010	49.75	523 Division Street Repair Kitchen Light Fixture
0	Arrow Electric LLC	101-42110-420-44010	1,920.10	Generator Repair
0	Arrow Electric LLC	602-49480-000-44040	46.00	Potential Move of Control Panel Feeder @ WWTP
0	Arrow Electric LLC	101-41940-410-44010	1,032.24	Convert Exterior Post Lights to LED
0	Arrow Electric LLC	101-45122-450-44010	322.00	Hook Up Generator Comm Center

Check Numb	Last Name	Acct 1	Amount	Description
0	Arrow Electric LLC	101-45125-450-44010	46.00	Trouble Shoot Pump Controller
0	Arrow Electric LLC	602-49450-000-44045	184.00	Hwy 60 Lift Station Repair.
	Arrow Electric LLC		8,333.38	
171891	Aspen Mills	101-42123-420-42180	64.72	Overbelt / V Malecha
171891	Aspen Mills	101-42700-420-42180	357.30	Full Uniform
171891	Aspen Mills	101-42123-420-42180	1,188.37	Body Armor and Carrier
	Aspen Mills		1,610.39	
171892	Atlas Business Solutions Inc	101-42110-420-43095	918.00	ScheduleAnywhere License
	Atlas Business Solutions Inc		918.00	
171893	Baker & Taylor Entertainment	101-45500-450-42190	5.74	Books
171893	Baker & Taylor Entertainment	101-45500-450-42190	101.66	Books
171893	Baker & Taylor Entertainment	101-45500-450-42190	37.25	Books
171893	Baker & Taylor Entertainment	101-45500-450-42190	279.50	Books
171893	Baker & Taylor Entertainment	101-45500-450-42190	194.63	Books
	Baker & Taylor Entertainment		618.78	
171894	Barnum Gate Services Inc	101-42110-420-44010	2,069.25	Repaired Brake Assembly-Gate
	Barnum Gate Services Inc		2,069.25	
0	BCM Construction Inc	473-43121-430-45304	89,965.23	(2020-04) Division St Pay App 7 Through 6/30/2021
	BCM Construction Inc		89,965.23	
0	Bergan KDV	898-46310-000-43010	7,726.50	Audit of Financial Statements FYE 12/31/20
	Bergan KDV		7,726.50	
0	BHE Renewables	602-49480-000-43810	10,638.31	Solar Energy 05/01/2021 - 05/31/2021
	BHE Renewables		10,638.31	
0	Bolton & Menk Inc	601-49430-000-45300	8,131.00	(2019-12) NW Water Tower 5/15/21-6/11/21
	Bolton & Menk Inc		8,131.00	

Check Num	Last Name	Acct 1	Amount	Description
0	Border States Industries Inc	101-42210-420-42230	92.74	Parts for Hose Reel Mount
	Border States Industries Inc		92.74	
171895	Bound Tree Medical LLC	101-45125-450-42110	599.80	First Aid Gloves
171895	Bound Tree Medical LLC	101-42220-420-42410	529.99	Battery Replacement Kit LifePak 1000
	Bound Tree Medical LLC		1,129.79	
171896	Brown Martha A	101-45130-450-43131	600.00	Concerts in the Park - July 22
	Brown Martha A		600.00	
171897	BSN Sports Inc	101-45140-450-42110	166.64	Youth Summer Ball Supplies
	BSN Sports Inc		166.64	
171898	Canon Financial Services Inc	101-42124-420-44160	201.90	Copy Machine Rentals
171898	Canon Financial Services Inc	101-42210-420-44160	68.46	Copy Machine 06/01/2021 to 06/30/2021
171898	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 6/1/21-6/30/21
171898	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 6/1/21-6/30/21
171898	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 6/1/21-6/30/21
171898	Canon Financial Services Inc	602-49450-000-44160	11.46	Public Works Copier Rent 6/1/21-6/30/21
	Canon Financial Services Inc		405.05	
171899	Cemstone Products Co Inc	404-45200-450-45300	811.50	Concrete (Wapacuta Basketball Poles) CIP
	Cemstone Products Co Inc		811.50	
171900	CenturyLink	601-49430-000-43210	81.34	507-332-9045 313Sensus Back-up Dialer
171900	CenturyLink	101-41940-410-43210	294.85	507-332-2400 019
171900	CenturyLink	225-49810-430-43210	64.28	507-334-2850 219
171900	CenturyLink	601-49430-000-43210	64.28	507-334-0557 655
171900	CenturyLink	902-00000-000-23935	845.70	Century Link monthly charges #507-Z01-0018
171900	CenturyLink	101-45500-450-43210	49.89	507 334-0138 069 Elevator Phone
171900	CenturyLink	602-49450-000-43210	64.28	507-334-0586 787
171900	CenturyLink	602-49480-000-43210	171.84	507-334-8696 581
171900	CenturyLink	902-00000-000-23935	-845.70	Monthly Service 5/13/21-6/12/21
171900	CenturyLink	602-49450-000-43210	54.94	507-334-0412 356 Matteson St Lift Station
	CenturyLink		845.70	

Check Numb	Last Name	Acct 1	Amount	Description
171901	Chadderdon Lumber	101-42123-420-43135	135.96	Duration Trudef. Estate / K9 Kennel
171901	Chadderdon Lumber	101-45200-450-42110	96.00	Lumber Bracing Material
	Chadderdon Lumber		231.96	
0	Cintas Corporation	601-49430-000-44060	20.82	Uniform Rental Services
0	Cintas Corporation	601-49430-000-44060	20.82	Uniform Rental Services
0	Cintas Corporation	101-41940-410-44060	11.98	Laundry Service - Mops & Towels
0	Cintas Corporation	898-46310-000-44010	24.00	1324 Prairie Avenue Sanitizer Service 6/15/2021
0	Cintas Corporation	101-43126-430-44060	10.64	Uniform Cleaning- Mechanics
0	Cintas Corporation	101-43126-430-44060	12.89	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	101-45122-450-44060	14.40	Laundry Service - Mops
0	Cintas Corporation	101-43121-430-44060	26.51	Laundry Services Streets
0	Cintas Corporation	602-49450-000-44060	19.59	Uniform Rental Services
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels Floor Mats
0	Cintas Corporation	898-46310-000-44060	10.98	1324 Prairie Ave Mats 6/29/2021
0	Cintas Corporation	101-43121-430-44060	28.76	Uniform Cleaning - Streets
0	Cintas Corporation	898-46310-000-42110	6.00	1324 Prairie Ave Hand Sanitizer 6/29/2021
0	Cintas Corporation	101-43121-430-44060	27.73	Uniform Cleaning Streets
0	Cintas Corporation	898-46310-000-44060	42.98	1324 Prairie Ave Mats 6/15/2021
0	Cintas Corporation	101-43126-430-44060	8.79	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	898-46310-000-42110	2.00	1324 Prairie Avenue Hand Sanitizer 6/15/2021
0	Cintas Corporation	602-49450-000-44060	19.59	Uniform Rental Services
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels-Floor Mats
0	Cintas Corporation	602-49480-000-44060	33.25	Uniform Laundry
0	Cintas Corporation	603-49500-000-44060	6.40	Uniform Rental Services
0	Cintas Corporation	602-49480-000-44060	36.00	Uniforms
0	Cintas Corporation	603-49500-000-44060	6.40	Uniform Rental Services
	Cintas Corporation		486.25	
171902	City of Faribault	241-46330-461-43820	5.30	1806 Shumway Water Final thru 6/18/2021
171902	City of Faribault	241-46330-461-43850	12.21	621 Hulet Ave Vacant Sewer thru 5/31/2021 Final
171902	City of Faribault	241-46330-461-43860	4.96	621 Hulet Ave Vacant Storm Water thru 5/31/2021 Final
171902	City of Faribault	241-46330-461-43860	2.57	1806 Shumway Storm Water Final thru 6/18/2021
171902	City of Faribault	241-46330-461-44375	36.38	621 Hulet Ave Utility Reimb June 2021 Acct # 022536-001
171902	City of Faribault	241-46330-461-44375	439.62	1323 NW 7th Street Utility Reimb May & June 2021 Acct # 022536
171902	City of Faribault	241-46330-461-44375	34.00	1522 Western Utility Reimb to Water Acct
171902	City of Faribault	241-46330-461-44375	5.00	1806 Shumway Utility Reimb to Water Acct
171902	City of Faribault	241-46330-461-43850	4.10	1806 Shumway Sewer Final thru 6/18/2021
171902	City of Faribault	241-46330-461-43820	12.44	621 Hulet Ave Vacant Water thru 5/31/2021 Final

Check Numb	Last Name	Acct 1	Amount	Description
	City of Faribault		556.58	
171878	Colonial Life	101-00000-000-21711	89.39	PR Batch 00513.06.2021 Short Term Disability
	Colonial Life		89.39	
171903	Commercial Asphalt Company	101-43121-430-42240	2,735.40	Hot Mix For Street Patching
	Commercial Asphalt Company		2,735.40	
171904	Community Co-op Oil Assn	101-42110-420-42120	56.76	Gas
171904	Community Co-op Oil Assn	603-49500-000-42120	24.10	Non Oxy Fuel Small Engines
171904	Community Co-op Oil Assn	101-43126-430-42110	23.28	LP
171904	Community Co-op Oil Assn	101-43121-430-42110	23.28	LP For Paver #202
171904	Community Co-op Oil Assn	601-49430-000-42120	761.44	Fuel For Old Water Plant Generator
171904	Community Co-op Oil Assn	602-49450-000-44040	42.00	Tire Repair
171904	Community Co-op Oil Assn	602-49450-000-42210	3.75	Tire Stem
171904	Community Co-op Oil Assn	101-45200-450-44040	5.50	Tire Repair
171904	Community Co-op Oil Assn	101-45122-450-44040	8.50	Lawn Mower Tire Repair
	Community Co-op Oil Assn		948.61	
171905	Consolidated Communications	602-49450-000-43210	176.41	Phone Service For Lift Station Alarm Dialers.
	Consolidated Communications		176.41	
171906	Continental Carbon Group	602-49480-000-42160	61,600.00	Air Scrubber Carbon
	Continental Carbon Group		61,600.00	
171907	Conway Data Inc	290-46500-462-43430	1,500.00	Site Selection Advertising
171907	Conway Data Inc	290-46500-462-43430	1,500.00	Site Selection Advertising
	Conway Data Inc		3,000.00	
171908	Core & Main LP	601-49430-000-42110	3,416.13	Meters For Stock
171908	Core & Main LP	601-49430-000-42110	260.54	Parts For Well # 6
171908	Core & Main LP	601-49430-000-42110	861.00	Meters For Stock
171908	Core & Main LP	601-49430-000-42110	591.00	Fitting For Well #1
171908	Core & Main LP	601-49430-000-42110	783.32	Water Service Parts

Check Numb	Last Name	Acct 1	Amount	Description
	Core & Main LP		5,911.99	
171909	Court Sports and More	101-45130-450-42110	263.20	Spikefest Shirts
171909	Court Sports and More	101-45140-450-42110	3,349.70	Youth Program Shirts
171909	Court Sports and More	101-45140-450-43130	392.00	Safety Camp Shirts
171909	Court Sports and More	101-45200-450-42180	259.00	Staff Shirts
171909	Court Sports and More	101-45125-450-42180	2,757.25	Staff Shirts
171909	Court Sports and More	101-45140-450-42180	996.50	Staff Shirts
	Court Sports and More		8,017.65	
0	CovertTrack Group Inc	101-42121-420-43095	600.00	Renewal Subscription Thru 8/29/2022
	CovertTrack Group Inc		600.00	
171910	Crane Creek Asphalt	474-43121-430-45302	33,088.83	(2021-02) 2021 Street Overlays Pay Req 2 Through 6/30/2021
171910	Crane Creek Asphalt	101-43121-430-42240	246.34	Asphalt For Street Repairs
171910	Crane Creek Asphalt	101-43121-430-42240	969.80	Tack For Asphalt Patching & Hot Mix For Street Repair
	Crane Creek Asphalt		34,304.97	
171911	Creative Co-Op	101-45122-450-42230	172.00	Garbage Bags
	Creative Co-Op		172.00	
0	Creative Empire LLC	101-45500-450-43096	3,741.44	Mango Languages Subscription 7/1/21-6/30/22
	Creative Empire LLC		3,741.44	
171912	Culligan	101-45122-450-42110	78.00	Softener Salt & Rust Remover Salt
171912	Culligan	101-45122-450-44010	4,925.00	Water Softener
	Culligan		5,003.00	
171913	Dalco	602-49450-000-42110	13.27	Cleaning Supplies
171913	Dalco	101-43110-430-42110	127.46	Cleaning Supplies
171913	Dalco	601-49430-000-42110	13.27	Cleaning Supplies
171913	Dalco	603-49500-000-42110	1.88	Cleaning Supplies
171913	Dalco	101-42110-420-42230	268.04	Purell - Floor Finisher - Enmotion Towels - Urinal Screens
	Dalco		423.92	

Check Numb	Last Name	Acct 1	Amount	Description
171914	Diamond Vogel	101-43170-430-42240	2,504.00	Paint And Glass Beads For Streets
171914	Diamond Vogel	101-43170-430-42410	278.00	Paint Bead Dispenser
	Diamond Vogel		2,782.00	
171915	Discount School Supply	101-45140-450-42110	104.74	Washington Program Supplies
171915	Discount School Supply	101-45140-450-42110	68.39	Fun Center Supplies
	Discount School Supply		173.13	
171916	Downtown Cycles LLC	101-42123-420-43130	99.99	Bike Helmet
	Downtown Cycles LLC		99.99	
171917	Dufour Cleaners	101-42220-420-42180	100.00	Sew Velcro on Bulletproof Vests for FIRE Patch
171917	Dufour Cleaners	101-42123-420-43090	162.04	Drycleaning
	Dufour Cleaners		262.04	
171918	E O Johnson Company Inc-Dallas	101-45500-450-44160	288.38	Lanier IM C2500 Copier Agreement
	E O Johnson Company Inc-Dallas		288.38	
171919	Eickhoff's Cleaning & Lawn Care Inc	101-45200-450-43090	730.00	Broadleaf & Non Selective Control
171919	Eickhoff's Cleaning & Lawn Care Inc	101-45200-450-43090	225.00	Weed Spraying FFAC
	Eickhoff's Cleaning & Lawn Care Inc		955.00	
171920	Emergency Apparatus Maintenance Inc	101-42220-420-42210	204.81	Perimeter 4X6 LED Amber #2155
	Emergency Apparatus Maintenance Inc		204.81	
171921	Environmental Resource Associates	602-49480-000-42160	110.17	PH Testing
	Environmental Resource Associates		110.17	
171922	Fame Awards	101-45130-450-42110	75.00	Softball Plaque
	Fame Awards		75.00	
171923	Fareway Stores Inc #126	101-45110-450-42115	38.00	Coffee & Coffee Creamer
171923	Fareway Stores Inc #126	101-42110-420-42115	11.99	Take It To The Box/Xcel Energy Treats for Burning Drugs
171923	Fareway Stores Inc #126	101-45122-450-42110	12.49	Laundry Detergent

Check Num	Last Name	Acct 1	Amount	Description
171923	Fareway Stores Inc #126	101-45110-450-42115	2.75	Water
171923	Fareway Stores Inc #126	101-41110-410-43130	71.09	Mayors Reception - Supplies
171923	Fareway Stores Inc #126	101-45130-450-43131	6.79	Water and Ice For Band (Concerts in the Park)
171923	Fareway Stores Inc #126	101-42210-420-42110	62.90	10 Bags Softener Salt
171923	Fareway Stores Inc #126	101-41940-410-42110	57.73	Water Coffee Paper Plates Napkins Paper Bowls Plasticware
	Fareway Stores Inc #126		263.74	
171924	Faribault Ace Hardware	101-45200-450-42410	8.09	Brick Trowel
171924	Faribault Ace Hardware	601-49430-000-42110	20.68	Plumbing Parts
171924	Faribault Ace Hardware	101-45122-450-42230	21.59	Urinal Valve
171924	Faribault Ace Hardware	101-43121-430-42110	7.19	Nozzle For Diesel Sprayer
171924	Faribault Ace Hardware	101-45122-450-42110	50.33	Duct Tape and Tape Measure
171924	Faribault Ace Hardware	101-41940-410-42110	16.17	Cedar Mulch
171924	Faribault Ace Hardware	101-41940-410-42230	16.17	Mulch
171924	Faribault Ace Hardware	101-42700-420-42110	26.47	Fasteners
171924	Faribault Ace Hardware	602-49480-000-42110	51.97	Plumbing Supplies
171924	Faribault Ace Hardware	101-41940-410-42110	12.18	Plastic Flatware & Air Freshener
171924	Faribault Ace Hardware	601-49430-000-42110	8.07	Plumbing Parts
171924	Faribault Ace Hardware	101-42210-420-42230	37.78	Sprinkler Timer
171924	Faribault Ace Hardware	101-45200-450-42110	23.37	Caulk - Sealant & Gun
171924	Faribault Ace Hardware	101-42210-420-42230	3.59	Pipe Insulation
171924	Faribault Ace Hardware	602-49480-000-42110	68.55	Soap Batteries Kleenex
171924	Faribault Ace Hardware	602-49480-000-42110	-2.88	Parts Returned
171924	Faribault Ace Hardware	101-42110-420-42230	28.75	Air Freshener - Odor Beads
171924	Faribault Ace Hardware	101-43121-430-42210	7.28	C-Clamps For Street Glass Bead Spreader
171924	Faribault Ace Hardware	601-49430-000-42110	17.33	Water Plant Supplies
171924	Faribault Ace Hardware	101-45200-450-42110	21.40	Saw Blade - Spray Paint
171924	Faribault Ace Hardware	101-42210-420-42110	3.59	Bleach
171924	Faribault Ace Hardware	101-42220-420-42110	8.09	50' Rope
171924	Faribault Ace Hardware	602-49480-000-42110	44.87	Bolts -Wasp Spray
171924	Faribault Ace Hardware	101-45122-450-42230	21.56	Quick Links
171924	Faribault Ace Hardware	101-45200-450-42110	9.98	Light Bulbs
171924	Faribault Ace Hardware	602-49480-000-42110	77.33	Cleaning Plumbing Supplies
171924	Faribault Ace Hardware	101-45200-450-42110	28.78	Hand Soap
171924	Faribault Ace Hardware	101-45200-450-42110	18.08	Mortar & Grout
171924	Faribault Ace Hardware	101-45122-450-42110	12.99	Rubber Flex Paste
171924	Faribault Ace Hardware	602-49480-000-42110	51.06	Cleaners
171924	Faribault Ace Hardware	101-45140-450-42110	21.57	Screws - Construction Camp
171924	Faribault Ace Hardware	101-45122-450-42110	16.19	Gorilla Tape
171924	Faribault Ace Hardware	602-49480-000-42110	52.16	GFI Box Hole Saw
171924	Faribault Ace Hardware	101-42220-420-42110	2.24	Key Ring
171924	Faribault Ace Hardware	101-45140-450-42110	9.80	Fasteners

Check Numb	Last Name	Acct 1	Amount	Description
171924	Faribault Ace Hardware	101-45200-450-42110	62.95	Plant Fertilizer
171924	Faribault Ace Hardware	101-45200-450-42110	10.78	Cleaning Supplies
171924	Faribault Ace Hardware	101-45200-450-42110	12.40	Extension Cord-City Hall Irrigation
171924	Faribault Ace Hardware	241-46330-461-42110	25.16	1323 NW 7th Street Hinges/Latch
171924	Faribault Ace Hardware	101-45140-450-42110	10.75	Hardware Pitch Hit and Run Event - Measure Throws
171924	Faribault Ace Hardware	101-45122-450-42110	24.27	Duct Tape Snips & Cable Ties
171924	Faribault Ace Hardware	101-45200-450-42110	8.09	Brass Nozzle
171924	Faribault Ace Hardware	101-45200-450-42110	8.09	Plumbing Parts
171924	Faribault Ace Hardware	241-46330-461-42110	7.70	1536 Western - Pipe Insulation
171924	Faribault Ace Hardware	101-45200-450-42110	9.99	Mortar Mix
171924	Faribault Ace Hardware	241-46330-461-42110	22.48	1323 NW 7th Street Texture Spray
171924	Faribault Ace Hardware	101-42110-420-42230	44.99	Patio Umbrella
171924	Faribault Ace Hardware	101-41940-410-42230	26.95	Mulch
171924	Faribault Ace Hardware	601-49430-000-42110	129.36	Filters For Air Conditioners (Well Houses And Old Plant)
	Faribault Ace Hardware		1,226.33	
171925	Faribault Area Chamber of Commerce	290-46500-462-44600	5,000.00	Marketing Materials Downtown Tour Upstairs Downtown Contract
	Faribault Area Chamber of Commerce		5,000.00	
0	Faribault Fleet Supply Inc	101-43121-430-42110	25.15	LP For Unit #318
0	Faribault Fleet Supply Inc	601-49430-000-42110	7.88	2" Adaptor And Tape
0	Faribault Fleet Supply Inc	101-43126-430-42110	41.47	LP For Shop
0	Faribault Fleet Supply Inc	101-45126-450-42410	519.00	60 Volt Weed String Trimmer & Blower
0	Faribault Fleet Supply Inc	101-43121-430-42110	89.99	Tissue For Crack Filling
0	Faribault Fleet Supply Inc	602-49480-000-42110	12.99	Valve
0	Faribault Fleet Supply Inc	101-43126-430-42410	24.99	Outlet For Generator On Sign Truck
0	Faribault Fleet Supply Inc	601-49430-000-42110	1.39	Miscellaneous Hardware
0	Faribault Fleet Supply Inc	601-49430-000-42110	0.95	Fasteners
0	Faribault Fleet Supply Inc	101-45200-450-42110	173.78	Weed Sprayer Pump & Harness
0	Faribault Fleet Supply Inc	101-45200-450-42110	46.77	Soap Box Cart Wheels
0	Faribault Fleet Supply Inc	601-49430-000-42110	679.27	Softener Salt Water Plant
0	Faribault Fleet Supply Inc	101-43170-430-42110	2.99	Clamp For Paint Machine
0	Faribault Fleet Supply Inc	101-43126-430-42110	-7.86	Duplicate Payment
0	Faribault Fleet Supply Inc	602-49450-000-42110	13.99	Grease Gun
	Faribault Fleet Supply Inc		1,632.75	
171926	Faribault Interiors	241-46330-461-44050	700.00	1528 Western Bathroom Vinyl/Base/Underlayment
	Faribault Interiors		700.00	

Check Numb	Last Name	Acct 1	Amount	Description
171927	Faribault Rental Equipment Inc	101-45140-450-42110	59.40	RentedTool To Drive In Base Pegs
	Faribault Rental Equipment Inc		59.40	
0	Faribo Plumbing & Heating Inc	602-49450-000-44010	26.22	RPZ Repairs PWP
0	Faribo Plumbing & Heating Inc	603-49500-000-44010	3.73	RPZ Repairs PWP
0	Faribo Plumbing & Heating Inc	241-46330-461-44010	100.00	1528 Western Avenue Toilet Repair
0	Faribo Plumbing & Heating Inc	101-45200-450-44050	1,791.50	Heritage Park Fountain Repairs
0	Faribo Plumbing & Heating Inc	101-45200-450-44010	344.25	Plumbing Repairs
0	Faribo Plumbing & Heating Inc	601-49430-000-44010	26.22	RPZ Repairs PWP
0	Faribo Plumbing & Heating Inc	101-43121-430-44010	251.96	RPZ Repairs PWP
0	Faribo Plumbing & Heating Inc	241-46330-461-42110	2.25	1528 Western Avenue Toilet Wax Ring
	Faribo Plumbing & Heating Inc		2,546.13	
0	Fastenal Company	601-49430-000-42110	13.28	Concrete Anchors
0	Fastenal Company	601-49430-000-42410	82.44	Pipe Thread Die's
0	Fastenal Company	101-43126-430-42110	71.20	Fasteners
0	Fastenal Company	101-43126-430-42110	32.86	Fasteners For Stock
	Fastenal Company		199.78	
171928	Ferguson Enterprises Inc. #1657	241-46330-461-42110	7.23	900 B Spring Road Toilet Tank Flapper
171928	Ferguson Enterprises Inc. #1657	101-45200-450-42110	8.01	Plumbing Fittings
171928	Ferguson Enterprises Inc. #1657	101-45200-450-42110	6.24	Plumbing Supplies
	Ferguson Enterprises Inc. #1657		21.48	
0	Fette Electronics Inc	101-45130-450-42410	319.99	Amp for PA System
0	Fette Electronics Inc	101-42110-420-44010	849.00	Replaced Card Reader
	Fette Electronics Inc		1,168.99	
171929	Flagship Recreation	404-45200-450-45300	41,585.98	Fleckenstein Bluffs Park-Install Aggregate Fabric/Wood Fiber
	Flagship Recreation		41,585.98	
0	Flom Disposal	241-46330-461-43840	153.28	910 SW 1st Street
0	Flom Disposal	898-46310-000-43840	50.00	Microwave Disposal #224/Air Conditioner Disposal #119
0	Flom Disposal	241-46330-461-43840	20.71	1518 Western Ave 1 Can Thru 7/31/2021
0	Flom Disposal	898-46310-000-43840	237.04	1324 Prairie Ave Disposal thru 7/31/2021

Check Numb	Last Name	Acct 1	Amount	Description
	Flom Disposal		461.03	
0	Frontier Precision Inc	431-43190-430-45400	26,534.06	GPS Equipment
	Frontier Precision Inc		26,534.06	
171930	██████████	241-46330-461-44375	222.00	1319 NW 7th Street Utility Reimb July 2021
	██████████		222.00	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis Cooler Rental
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis Cooler Rental
	Garlick Brothers LLC		80.00	
171870	GIS Benefits	101-00000-000-21711	521.75	Voluntary STD Insurance - July
171870	GIS Benefits	101-00000-000-21710	1,795.53	Voluntary Life Insurance - July
171870	GIS Benefits	101-00000-000-21716	195.00	Voluntary Legal Insurance - July
171870	GIS Benefits	101-00000-000-21715	5,164.74	Dental Insurance - July
171870	GIS Benefits	101-00000-000-21716	921.99	Accident/Critical Illness Insurance - July
171870	GIS Benefits	101-00000-000-21717	425.15	Vision Insurance - July
	GIS Benefits		9,024.16	
171931	Glenn's Service LLC	215-42123-420-43090	82.50	Tow '07 Chevy from 7th St NW to FPD Storage Facility 21-2223
171931	Glenn's Service LLC	101-42121-420-43090	65.00	Tow '00 Ford from 2100 7th St to FPD Evidence Garage
	Glenn's Service LLC		147.50	
0	Godfather's Pizza	101-45110-450-42115	43.11	Pizza - Park & Rec Board Mtg Prior to Tour Inclusive Playgrounds
0	Godfather's Pizza	101-45125-450-42990	240.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45140-450-42115	77.31	Mandatory Staff Meeting -Youth Baseball
0	Godfather's Pizza	101-45125-450-42990	324.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	456.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	192.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	288.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	228.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	204.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	72.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	300.00	Pizza for Resale at Aquatic Center

Check Numb	Last Name	Acct 1	Amount	Description
	Godfather's Pizza		2,424.42	
171932	Hallock Company	602-49450-000-42110	221.34	Run Time Meters For Sanitary Liftstations
	Hallock Company		221.34	
171933	Harlequin Sales Corp/Reader Service	101-45500-450-42190	21.96	Books
171933	Harlequin Sales Corp/Reader Service	101-45500-450-42190	30.30	Books
	Harlequin Sales Corp/Reader Service		52.26	
171934	Hawkins Inc	602-49480-000-42160	5,851.88	Ferric Phos Removal
171934	Hawkins Inc	602-49480-000-42160	5,859.20	Ferric Phos Removal
171934	Hawkins Inc	602-49480-000-42160	1,057.66	Bleach Filament Control
171934	Hawkins Inc	601-49430-000-42160	3,256.00	Sodium Permanganate & Sodium Silicate-Water Treatment.
171934	Hawkins Inc	601-49430-000-42160	3,535.13	Fluoride And Sodium Silicate Water Treatment
171934	Hawkins Inc	101-45125-450-42160	1,561.54	Pool Chemicals
171934	Hawkins Inc	601-49430-000-42160	4,559.98	Sodium Silicate And Permanganate-Water Treatment
171934	Hawkins Inc	601-49430-000-42160	677.00	Chlorine For Water Treatment
	Hawkins Inc		26,358.39	
171935	HD Supply Facilities Maintenance	241-46330-461-42110	187.04	Miniblinds (16)
171935	HD Supply Facilities Maintenance	240-46210-460-42410	23.79	Tool Organizer Bucket
171935	HD Supply Facilities Maintenance	241-46330-461-42110	43.74	9 Steel Door Stops
	HD Supply Facilities Maintenance		254.57	
171936	HD Supply Facilities Maintenance LTD	602-49480-000-42110	86.09	Hose Gaskets
171936	HD Supply Facilities Maintenance LTD	601-49430-000-42210	33.79	Portable Pressure Washer Filters
171936	HD Supply Facilities Maintenance LTD	602-49480-000-42210	98.52	Hose Gaskets
171936	HD Supply Facilities Maintenance LTD	601-49430-000-42170	463.38	Lock Out Tag Out Stations
171936	HD Supply Facilities Maintenance LTD	602-49480-000-42110	33.58	4 Inch Hose Gaskets
	HD Supply Facilities Maintenance LTD		715.36	
0	Heiman Fire Equipment	101-42220-420-42410	27.50	5" Gasket for Hose
	Heiman Fire Equipment		27.50	
171937	Heselton Construction LLC	474-43121-430-45302	48,979.24	(2021-03) 2021 Street Recon Through 6/30/21 Pay App 1
171937	Heselton Construction LLC	404-45200-450-45300	79,927.50	(2020-08) 2020 Park Improvements Pay Req 7 Through 6/30/2021

Check Numb	Last Name	Acct 1	Amount	Description
	Heslton Construction LLC		128,906.74	
171938	Hillyard Hutchinson	101-45125-450-42160	463.46	Cleaning Products
	Hillyard Hutchinson		463.46	
0	Horizon Commercial Pool Supply	101-45125-450-42110	2,127.50	Gutter Stones - Aquatic Center Pool
	Horizon Commercial Pool Supply		2,127.50	
171939	Hy-Vee - Accounts Receivable	101-41800-410-44382	117.30	Walk for Wellness Bag Lunch Walk 6/16
171939	Hy-Vee - Accounts Receivable	101-45125-450-42990	5.35	Hot Dog Buns
171939	Hy-Vee - Accounts Receivable	101-45125-450-42990	22.41	Hot Dog Buns
171939	Hy-Vee - Accounts Receivable	101-45125-450-43090	12.04	Hot Dog Buns
	Hy-Vee - Accounts Receivable		157.10	
171879	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00513.06.2021 IAFF Local 665
	IAFF Local 665		720.00	
171871	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00512.06.2021 ICMA Deferred Comp
171880	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00513.06.2021 ICMA Deferred Comp
	ICMA Retirement Trust 457		670.00	
0	Innovative Office Solutions LLC	101-45500-450-42010	45.37	Toner - Library
0	Innovative Office Solutions LLC	101-42110-420-42010	8.88	Preinked Stamp (w/E-mail/Entered)
0	Innovative Office Solutions LLC	101-42121-420-42110	9.09	Cardboard Boxes
0	Innovative Office Solutions LLC	601-49430-000-42010	181.61	White Board/Dry Erase Markers/Magnets for WWTP
0	Innovative Office Solutions LLC	240-46210-460-42010	374.12	Chair Wrist-Hand Support for Stephanie & Batteries
0	Innovative Office Solutions LLC	101-45500-450-42010	10.81	Pens
0	Innovative Office Solutions LLC	101-42124-420-42010	7.98	Binder Clips Bell
0	Innovative Office Solutions LLC	101-42400-420-42010	14.91	Building Codes - Office Supplies
0	Innovative Office Solutions LLC	101-41510-410-42010	5.74	Stamp - Scanned
0	Innovative Office Solutions LLC	101-42110-420-42110	143.21	Paper Pates Bowls Knives
0	Innovative Office Solutions LLC	101-45110-450-42010	43.00	Pens Markers & 3-Hole Punch
	Innovative Office Solutions LLC		844.72	
171940	Insty-Prints	101-42123-420-42030	84.00	Business Cards B McCarthy
171940	Insty-Prints	240-46210-460-42030	64.50	Business Cards for Stephanie Aman

Check Numb	Last Name	Acct 1	Amount	Description
171940	Insty-Prints	240-46210-460-42030	344.08	Letterhead Envelopes
171940	Insty-Prints	101-45140-450-43130	84.90	Safety Camp Banner
171940	Insty-Prints	101-42400-420-42030	88.75	Hunter's Business Cards
	Insty-Prints		666.23	
0	Internal Revenue Service	101-00000-000-21701	40,299.32	PR Batch 00512.06.2021 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,343.69	PR Batch 00512.06.2021 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	6,343.69	PR Batch 00512.06.2021 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	18,030.50	PR Batch 00512.06.2021 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	18,030.50	PR Batch 00512.06.2021 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	19,084.85	PR Batch 00513.06.2021 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,534.35	PR Batch 00513.06.2021 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	19,084.85	PR Batch 00513.06.2021 FICA Employee
0	Internal Revenue Service	101-00000-000-21701	41,740.21	PR Batch 00513.06.2021 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,534.35	PR Batch 00513.06.2021 Medicare Employee
	Internal Revenue Service		182,026.31	
0	Intoximeters Inc	101-42123-420-42110	90.00	PBT Mouthpiece
	Intoximeters Inc		90.00	
171881	IUOE Local 70	101-00000-000-21708	2,211.32	PR Batch 00513.06.2021 Local 70 Union Dues
	IUOE Local 70		2,211.32	
171941	J C Schultz Enterprises Inc	210-46100-410-44383	573.05	Flags
	J C Schultz Enterprises Inc		573.05	
0	Jandro Excavating	601-49430-000-42110	141.95	PVC Parts For Storm Sewer Repairs.
0	Jandro Excavating	601-49430-000-44050	452.00	Water Service Repair
	Jandro Excavating		593.95	
0	Jefferson Fire & Safety Inc	101-42220-420-42110	780.00	Enforcer Fire Bull Foam- 5 Gallons
	Jefferson Fire & Safety Inc		780.00	
0	Kielmeyer Construction Inc	404-45200-450-45300	550.80	Crushed Rock (Teepee Tonka Shelter Pad) CIP

Check Numb	Last Name	Acct 1	Amount	Description
	Kielmeyer Construction Inc		550.80	
0	Kimley-Horn and Associates Inc	469-43121-430-45300	13,960.20	(2021-04) 2nd Ave Bridge through 5/31/21
	Kimley-Horn and Associates Inc		13,960.20	
0	Kline Distributing LLC	101-45125-450-42990	596.52	Pretzels Mini Donuts
0	Kline Distributing LLC	101-45125-450-42990	99.56	Mini Donuts
0	Kline Distributing LLC	101-45125-450-42990	263.47	Ice Cream Mini Donuts
0	Kline Distributing LLC	101-45125-450-42990	684.78	Pretzels And Mini Donuts
	Kline Distributing LLC		1,644.33	
171884	Knight Barry Title United LLC	473-43121-430-45300	450.00	Title search Th 3 - 30th ST RAB
171884	Knight Barry Title United LLC	473-43121-430-45300	450.00	Title search for Th 3 - 30th Street RAB
	Knight Barry Title United LLC		900.00	
171942	Lamperts	241-46330-461-42110	14.88	Pine Lumber
	Lamperts		14.88	
171943	Larkin Jimmie	898-46310-000-44010	70.54	Monthly Monitoring Fire Alarm/Elevator/Occupant Emergency Alarm
	Larkin Jimmie		70.54	
171882	Law Enforcement Labor Services Inc	101-00000-000-21708	1,333.50	PR Batch 00513.06.2021 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,333.50	
171944	Law Enforcement Targets Inc	101-42123-420-42070	215.12	Shooting Targets
	Law Enforcement Targets Inc		215.12	
171945	League of Minnesota Cities Ins Trust	210-46100-410-44383	250.00	Fireworks Insurance
	League of Minnesota Cities Ins Trust		250.00	
0	Liquivision Technology Inc	601-49430-000-44050	12,295.00	Natgun Gridor & Elevated Water Tower Clean/Inspection.
	Liquivision Technology Inc		12,295.00	

Check Num	Last Name	Acct 1	Amount	Description
0	Locators and Supplies Inc	101-43121-430-42170	142.87	Safety Vests
0	Locators and Supplies Inc	101-43170-430-42110	125.97	Marking Paint For Streets
	Locators and Supplies Inc		268.84	
0	MacQueen Equipment LLC	101-43121-430-42210	2,186.90	Auger Street #719
0	MacQueen Equipment LLC	101-43121-430-42210	-512.61	Return Gutter Broom Parts #115
0	MacQueen Equipment LLC	602-49450-000-42210	455.96	Swivel For Vactor Truck Repair
0	MacQueen Equipment LLC	602-49450-000-42210	1,136.00	Replacement Vac Hose For Vactor
0	MacQueen Equipment LLC	602-49450-000-42210	480.70	Part For The Vactor
0	MacQueen Equipment LLC	602-49450-000-42210	296.50	Truck #7 Vactor Parts
	MacQueen Equipment LLC		4,043.45	
171872	Madison National Life Insurance Co Inc	101-00000-000-21710	3,740.05	Life Insurance - July
171872	Madison National Life Insurance Co Inc	101-42220-420-41330	65.56	Part-time Firefighters Life Insurance
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	-13.19	L Petricka LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	19.44	H Morsching LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	54.45	B McCarthy Cray LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	27.60	B Mueller LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	21.78	V Malecha LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	46.00	K Struck LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	1,578.41	PR Batch 00512.06.2021 Long Term Disability
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	11.51	B Borash LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	10.25	E Scheffler LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	-10.31	K Lang LTD
171873	Madison National Life Insurance Co Inc	101-00000-000-21711	23.02	T Wilson LTD
	Madison National Life Insurance Co Inc		5,574.57	
0	Marco Technologies LLC	101-41510-410-44045	138.00	Finance Print Fee-Printer CNNCN3Q272
	Marco Technologies LLC		138.00	
0	Martin-McAllister Consulting Psychologists Inc	101-41800-410-43090	1,100.00	Public Safety Assessment - T Wilson & V Malecha
	Martin-McAllister Consulting Psychologists Inc		1,100.00	
0	Matejcek Implement Company	101-45200-450-42210	100.62	Tail Lights
	Matejcek Implement Company		100.62	
171946	McGrogan Kate	101-45130-450-43131	150.00	Art in the Park Class

Check Numb	Last Name	Acct 1	Amount	Description
171946	McGrogan Kate	101-45130-450-43131	150.00	Instructor - Art in the Park 6/10/22
171946	McGrogan Kate	101-45130-450-43131	150.00	Art in the Park Class
	McGrogan Kate		450.00	
171947	Meisner Roofing & Building Maintenance Inc	101-42110-420-44010	2,655.00	Installed Flashing, Curb Adapter and Hood Extensions
	Meisner Roofing & Building Maintenance Inc		2,655.00	
171948	Mesabi Tools	101-43121-430-42110	402.61	Asphalt Loots And Handles
	Mesabi Tools		402.61	
0	Met Con Companies	101-42121-420-43090	2,269.46	Hauling Sealcoat Rock
0	Met Con Companies	101-00000-000-22000	1,000.00	Escrow Release-1114 Cuyllle Court
0	Met Con Companies	601-49430-000-43090	1,400.00	Crane Service To Set Stationary Generator At Well 7
	Met Con Companies		4,669.46	
0	Metro Sales Inc	240-46210-460-44160	381.50	Copy Machine Base Rate 06/25/2021-09/24/2021
0	Metro Sales Inc	101-41940-410-44160	381.50	Copy Machine Base Rate 06/25/2021-09/24/2021
0	Metro Sales Inc	240-46210-460-42010	86.00	Staple refills for copier
	Metro Sales Inc		849.00	
171949	Metronet Holdings LLC	225-49810-430-43250	204.75	Internet
	Metronet Holdings LLC		204.75	
171950	Midwest Tape LLC	101-45500-450-42192	94.21	Audio/Visual
171950	Midwest Tape LLC	101-45500-450-42192	39.99	Audio/Visual
171950	Midwest Tape LLC	101-45500-450-42192	35.99	Audio/Visual
	Midwest Tape LLC		170.19	
171951	Midwest Testing LLC	601-49430-000-43090	715.00	Residential Meter Testing
	Midwest Testing LLC		715.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	557.51	PR Batch 00512.06.2021 Child Support
0	Minnesota Child Support Payment Center	101-00000-000-21716	581.19	PR Batch 00513.06.2021 Child Support

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Child Support Payment Center		1,138.70	
171952	Minnesota City/County Mgmt Assoc	101-41320-410-44330	200.00	MCMA Membership
	Minnesota City/County Mgmt Assoc		200.00	
171953	Minnesota Department of Labor & Industry	101-00000-000-20820	1,698.58	May 2021 Surcharge
171953	Minnesota Department of Labor & Industry	101-00000-420-36260	-33.94	May 2021 Surcharge Retained
	Minnesota Department of Labor & Industry		1,664.64	
0	Minnesota Department of Revenue	101-00000-000-21702	18,017.94	PR Batch 00512.06.2021 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	18,681.95	PR Batch 00513.06.2021 State Income Tax
	Minnesota Department of Revenue		36,699.89	
171954	Minnesota Department of Transportation	469-43121-430-45300	648.20	(2021-04) Structural Metals Inspections
171954	Minnesota Department of Transportation	101-43190-430-43090	366.18	Bridge Inspections
171954	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan Agreement 7/1-7/31/2021
	Minnesota Department of Transportation		6,139.38	
171955	Minnesota Recreation and Parks Association	101-45130-450-43130	575.00	Softball Team Registrations
	Minnesota Recreation and Parks Association		575.00	
171883	Minnesota Teamsters Local 320	101-00000-000-21708	566.20	PR Batch 00513.06.2021 Teamsters 320 Union Dues
171883	Minnesota Teamsters Local 320	101-00000-000-21708	197.00	PR Batch 00513.06.2021 Teamsters Local 320 Non-Essent
	Minnesota Teamsters Local 320		763.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	250.00	Soil Testing Biosolids Application
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,844.80	
0	Motor Parts & Equipment Corp	101-45200-450-42210	27.18	Fuses

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42220-420-42210	6.98	Ball Joint for Tool Drawer Repair #2110
0	Motor Parts & Equipment Corp	602-49450-000-42210	33.87	Oil Filter For The Vactor
0	Motor Parts & Equipment Corp	101-45200-450-42210	2.62	Fuel Filter Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	5.24	Fuel Filter Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	8.97	Oil Filter #14
0	Motor Parts & Equipment Corp	101-43126-430-42110	67.99	Cable Ties
0	Motor Parts & Equipment Corp	601-49430-000-42210	1.97	Fuel Filter Stock
0	Motor Parts & Equipment Corp	101-42220-420-42210	2.53	Valve Core #2110
0	Motor Parts & Equipment Corp	101-42123-420-42210	20.19	Tire Cleaner
0	Motor Parts & Equipment Corp	101-42220-420-42210	19.64	Tire Care Degreaser
0	Motor Parts & Equipment Corp	101-42220-420-42210	12.58	Tire Care Cleaner
0	Motor Parts & Equipment Corp	101-42220-420-42210	233.64	Battery #2120
0	Motor Parts & Equipment Corp	101-42123-420-42210	39.05	Glass Cleaner/Windshield Wash/Cleaning Wipes
0	Motor Parts & Equipment Corp	602-49450-000-42210	1.97	Fuel Filter Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	1.31	Fuel Filter Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	13.03	Headlight Connector
0	Motor Parts & Equipment Corp	601-49430-000-42210	13.04	Oil Filter For Backhoe
0	Motor Parts & Equipment Corp	101-45200-450-42210	14.06	Air Filter
	Motor Parts & Equipment Corp		525.86	
0	MTI Distributing Inc	101-45200-450-42110	1,401.82	Irrigation Supplies
0	MTI Distributing Inc	101-45200-450-42110	34.39	Irrigation Rain Sensor
0	MTI Distributing Inc	101-45200-450-42110	822.75	Irrigation Controllers
	MTI Distributing Inc		2,258.96	
171956	Nagel Helen M	101-45200-450-42110	225.00	Landscaping Mulch
	Nagel Helen M		225.00	
171957	Nalco Company	602-49480-000-42160	7,296.52	Polymer Sludge Thickner
	Nalco Company		7,296.52	
171874	NCPERS Group Life Insur	101-00000-000-21710	208.00	PR Batch 00512.06.2021 PERA Life Insurance
	NCPERS Group Life Insur		208.00	
171958	NFPA	101-42210-420-43140	329.90	Code Books: NFPA 72 NFPA 101 NFPA 13
	NFPA		329.90	

Check Numb	Last Name	Acct 1	Amount	Description
171959		241-46330-461-44375	222.00	904 B Spring Road Utility Reimb July 2021
			222.00	
171960	Northland Chemical Corporation	101-42220-420-42110	113.03	Wash & Wax Cleaner
	Northland Chemical Corporation		113.03	
171961	Old Dominion Brush Company Inc	101-43121-430-42210	1,100.00	Impeller / Street #518
	Old Dominion Brush Company Inc		1,100.00	
0	Orchard Trust Company	101-00000-000-21706	1,175.00	PR Batch 00512.06.2021 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	10,261.88	PR Batch 00512.06.2021 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	10,306.88	PR Batch 00513.06.2021 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,250.00	PR Batch 00513.06.2021 Roth Deferred Compensation
	Orchard Trust Company		22,993.76	
171962	PERCS Index Inc. The	101-42121-420-43095	500.00	Evidence Software
	PERCS Index Inc. The		500.00	
0	Popp Binding & Laminating Inc	101-45110-450-42010	192.77	Laminating Pouches
	Popp Binding & Laminating Inc		192.77	
171963	Potters Industries LLC	101-43170-430-42240	1,408.00	Glass Beads For Paint On Crosswalks
	Potters Industries LLC		1,408.00	
0	Public Employees Retirement Association	101-00000-000-21705	17,036.42	PR Batch 00512.06.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00512.06.2021 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	19,657.45	PR Batch 00512.06.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00512.06.2021 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	27,420.07	PR Batch 00512.06.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	18,280.01	PR Batch 00512.06.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,548.81	PR Batch 00513.06.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	26,686.82	PR Batch 00513.06.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,248.63	PR Batch 00513.06.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,791.16	PR Batch 00513.06.2021 PERA Police & Fire

Check Numb	Last Name	Acct 1	Amount	Description
	Public Employees Retirement Association		165,110.83	
171964	Public Safety Equipment LLC	101-42123-420-43090	458.00	Radar and Lidar Certification
	Public Safety Equipment LLC		458.00	
171965	Quality Appliance Inc	602-49480-000-42410	769.00	Refrigerator
	Quality Appliance Inc		769.00	
171966	Quality Resource Group, Inc	601-49430-000-42030	1,525.42	No. 9 Return Envelopes
171966	Quality Resource Group, Inc	602-49450-000-42030	1,525.41	No. 9 Return Envelopes
	Quality Resource Group, Inc		3,050.83	
0	R C Bliss Inc	101-42220-420-42210	73.64	Resistor for AC Motor #2120
	R C Bliss Inc		73.64	
0	Ray Allen Manufacturing	101-42123-420-43135	22.78	Muzzle
	Ray Allen Manufacturing		22.78	
171967	Redstone Construction LLC	469-43121-430-45300	205,474.03	(2021-04) 2nd Ave Bridge Through 6/30/21 Pay App 3
	Redstone Construction LLC		205,474.03	
171968	Rice County Environmental Services - Solid Waste	602-49480-000-43840	15.00	Appliance Recycle
	Rice County Environmental Services - Solid Waste		15.00	
171969	Rockmount Research & Alloys Inc	101-43126-430-42410	579.65	Drill Bit Set
	Rockmount Research & Alloys Inc		579.65	
171970	Rouchka Tom	101-41580-410-43090	150.00	Firewall Configuration for Waterplant SCADA Network
	Rouchka Tom		150.00	
171971	Sanco Equipment LLC	101-45200-450-42410	3,371.36	Bobcat Sweeper Bucket

Check Numb	Last Name	Acct 1	Amount	Description
	Sanco Equipment LLC		3,371.36	
171972	Sanity Solutions Inc	101-41580-410-43095	363.48	Monthly Azure Cloud Backup Charge
	Sanity Solutions Inc		363.48	
0	Selco	101-45500-450-42420	6,492.57	Childrens YA Computers
	Selco		6,492.57	
171973	Sherwin Williams Company #3037	101-45122-450-42230	71.64	Paint
171973	Sherwin Williams Company #3037	601-49430-000-42110	93.03	Lacquer Thinner
171973	Sherwin Williams Company #3037	101-43170-430-42110	69.99	Clamp For Paint Machine
171973	Sherwin Williams Company #3037	101-45200-450-42110	-23.33	CREDIT - Paint Discount
	Sherwin Williams Company #3037		211.33	
171974	SHI International Corp	101-41580-410-43095	4.72	Monthly Visio Plan
	SHI International Corp		4.72	
0	Short Elliott Hendrickson Inc	601-49430-000-43030	4,568.77	Comp Water Plan through 5/29/21
0	Short Elliott Hendrickson Inc	601-49430-000-45200	24,133.86	Water Treatment Plant Through 5/29/21
	Short Elliott Hendrickson Inc		28,702.63	
171975	Showcases	101-45500-450-42010	70.50	Labels For Book Spines
	Showcases		70.50	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
	Shred Right		20.25	
0	Simon Thatcher	101-00000-000-21600	63.03	Account Closed - Payroll 6/4/21
	Simon Thatcher		63.03	
171976	Smithson Everett	101-45130-450-43131	650.00	Concerts in the Park - July 15
	Smithson Everett		650.00	

Check Numb	Last Name	Acct 1	Amount	Description
171977	Snap-On Industrial	101-43126-430-42410	3.42	Thread Chaser
	Snap-On Industrial		3.42	
171978	Snesrud Raymond	101-00000-420-35102	25.00	Overpayment of Parking Tag
	Snesrud Raymond		25.00	
0	Southwest Service Cooperative	101-00000-000-11510	154.26	JH Insurance
0	Southwest Service Cooperative	101-00000-000-11510	762.00	CD Insurance
0	Southwest Service Cooperative	101-00000-000-21707	157,727.50	Health Insurance Premiums - July
0	Southwest Service Cooperative	101-42123-420-41310	702.74	MH Insurance
0	Southwest Service Cooperative	101-00000-000-11510	60.96	DD Insurance
0	Southwest Service Cooperative	101-00000-000-11510	762.00	JM Insurance
0	Southwest Service Cooperative	101-42123-420-41310	701.04	DD Insurance
0	Southwest Service Cooperative	101-00000-000-11510	857.00	NA Insurance
0	Southwest Service Cooperative	101-42123-420-41310	702.74	JH Insurance
0	Southwest Service Cooperative	101-00000-000-11510	154.26	MH Insurance
0	Southwest Service Cooperative	101-00000-000-11510	857.00	L Petricka Insurance
0	Southwest Service Cooperative	101-00000-000-11510	857.00	L Petricka Insurance
	Southwest Service Cooperative		164,298.50	
171979	Star Sports & Apparel LLC	101-45140-450-42110	50.96	Softballs for Pitch Hit and Run Event
171979	Star Sports & Apparel LLC	240-46210-460-42180	175.00	Uniform Shirts for Peterson
	Star Sports & Apparel LLC		225.96	
171875	Steele Waseca Coop Electric	602-49450-000-43810	73.96	1089247-Lift Station-15625 Acorn Trl
171875	Steele Waseca Coop Electric	225-49810-430-43810	28.31	1018624-Hangar 910J
171875	Steele Waseca Coop Electric	101-43160-430-43810	48.13	32089-Highway 21 Lights
171875	Steele Waseca Coop Electric	902-00000-000-23935	-1,761.26	Monthly Charges-April
171875	Steele Waseca Coop Electric	225-49810-430-43810	54.35	41901-Airport
171875	Steele Waseca Coop Electric	225-49810-430-43810	8.68	1077021-Security Hangar 2
171875	Steele Waseca Coop Electric	225-49810-430-43810	28.60	1017445-2011 T-Hangar
171875	Steele Waseca Coop Electric	902-00000-000-23935	1,761.26	Monthly Electric Bill - May
171875	Steele Waseca Coop Electric	225-49810-430-43810	164.18	1018611-Hangar 910K
171875	Steele Waseca Coop Electric	602-49450-000-43810	139.63	30493-Lift Station
171875	Steele Waseca Coop Electric	101-43160-430-43810	80.62	27205-Airtech Park
171875	Steele Waseca Coop Electric	225-49810-430-43810	537.91	23947-Airport 10
171875	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
171875	Steele Waseca Coop Electric	225-49810-430-43810	41.06	32094-Airport
171875	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport

Check Numb	Last Name	Acct 1	Amount	Description
171875	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
171875	Steele Waseca Coop Electric	225-49810-430-43810	45.58	20891-Airport New Hangar
171875	Steele Waseca Coop Electric	225-49810-430-43810	432.19	41875-Airport S Hangars
	Steele Waseca Coop Electric		1,761.26	
171980	Steeves Matthew	101-00000-000-22000	1,000.00	Escrow Release for Matthew Steeves
	Steeves Matthew		1,000.00	
0	Stepp Manufacturing Co Inc	101-43121-430-42210	2,685.84	Oil Pump Street #401
	Stepp Manufacturing Co Inc		2,685.84	
171981	Streicher's Inc.	101-42123-420-42410	89.97	Holster - MAG Holder
171981	Streicher's Inc.	101-42110-420-42180	-149.99	CREDIT Boots D Dillon
171981	Streicher's Inc.	101-42123-420-42410	134.99	Holster
	Streicher's Inc.		74.97	
171982	Svenby's Milling Inc.	101-43121-430-42110	180.00	Boards For Dam Repair
	Svenby's Milling Inc.		180.00	
0	Temple Electric Motor Service	602-49480-000-42210	2,537.00	#3 Dig. Mixer Motor
	Temple Electric Motor Service		2,537.00	
171983	Thiele Joel	101-45200-450-42110	3,113.41	Stock Ball Field AG Lime
	Thiele Joel		3,113.41	
171984	Thirtieth Street Partners	101-00000-000-22000	350.80	Return of Unused Escrow
	Thirtieth Street Partners		350.80	
171985	Thompson Tree Service	241-46330-461-44010	1,300.00	527 Lincoln Ave Tree Stump Removal
	Thompson Tree Service		1,300.00	
171986	Thomson Reuters - West	101-42121-420-43090	433.44	Nationwide Database

Check Numb	Last Name	Acct 1	Amount	Description
	Thomson Reuters - West		433.44	
171987	Tifco Industries Inc	101-43126-430-42110	223.52	Shrink Tube & Wire
	Tifco Industries Inc		223.52	
171988	Timm's Trucking Inc	401-43121-430-44050	20,124.52	(2021-01) 2021 Misc Concrete Pay Req 2 Through 6/30/2021
	Timm's Trucking Inc		20,124.52	
171989	T-Mobile	101-45110-450-43210	51.27	Engineering GPS Connection
	T-Mobile		51.27	
171990	Tom's Lock & Key, LLC	241-46330-461-42110	6.00	918 SW 1st Street 2 Keys
	Tom's Lock & Key, LLC		6.00	
171991	Truck Center Companies East LLC	602-49480-000-42210	279.95	Air Dryer International
171991	Truck Center Companies East LLC	101-43121-430-42210	5.64	Transmission Filter Street #110
171991	Truck Center Companies East LLC	101-43121-430-42210	208.89	S Cam - Seal - Rear Brakes Street # 110
171991	Truck Center Companies East LLC	101-43121-430-42210	13.84	Camshaft Repair Kit For Brakes #110
171991	Truck Center Companies East LLC	602-49480-000-42210	17.44	Governor Int. Truck
171991	Truck Center Companies East LLC	101-43121-430-42210	13.57	Oil Filter #110
	Truck Center Companies East LLC		539.33	
171876	Union Pacific Railroad Co	601-49430-000-44390	4,600.00	Permit For Excavation of Watermain On Union Pacific RR Property
	Union Pacific Railroad Co		4,600.00	
171992	UPS Store The	602-49480-000-43220	11.40	Shipping Sample To Lab
171992	UPS Store The	101-42220-420-43250	13.89	Shipping Charge
	UPS Store The		25.29	
171993	US Bank Equipment Finance	240-46210-460-44160	128.08	Equipment ID 109043
171994	US Bank Equipment Finance	101-41940-410-44160	128.07	Equipment ID 109061
171995	US Bank Equipment Finance	101-41110-410-44160	95.73	Copier Lease
	US Bank Equipment Finance		351.88	

Check Num	Last Name	Acct 1	Amount	Description
171996	Verizon Wireless-VSAT	101-42121-420-43090	55.00	Phone Ping 21-1827
	Verizon Wireless-VSAT		55.00	
171997	Wal-Mart	101-45140-450-42110	28.93	Fun Center Supplies
171997	Wal-Mart	101-45140-450-42110	84.93	Washington Program Supplies
171997	Wal-Mart	101-42220-420-42110	25.14	Gatorade Powder
171997	Wal-Mart	101-42210-420-42230	11.91	Shop Towels
171997	Wal-Mart	101-42210-420-42110	9.84	Tablecloth - Fire
	Wal-Mart		160.75	
0	Walton's Inc	602-49480-000-42210	919.80	Rotating Screen Bags
	Walton's Inc		919.80	
171877	Xcel Energy	101-43170-430-43810	-83.75	303453265 1500 7 St NW Signal Light
171877	Xcel Energy	101-45200-450-43810	735.82	302576466 1815 Alexander Dr
171877	Xcel Energy	101-45200-450-43810	21.52	175957 500 Maple Lawn Cartway
171877	Xcel Energy	101-45122-450-43810	5,186.15	303273787 15 Central Ave Load Profile
171877	Xcel Energy	101-42500-420-43810	3.63	167157 1203 Parshall St
171877	Xcel Energy	101-42500-420-43810	3.63	154013 1851 220 St E CD Siren
171877	Xcel Energy	101-45126-450-43830	281.22	302971175 117 Shumway Washington Center
171877	Xcel Energy	602-49480-000-43810	13.28	302940983 502 3rd Ave NW
171877	Xcel Energy	603-49500-000-43830	6.16	304051816 1200 Belview Trl
171877	Xcel Energy	101-45200-450-43810	-36.15	302261595 920 9 Ave SW
171877	Xcel Energy	101-45200-450-43810	20.00	303683055 100 Tee Pee Tonka Park
171877	Xcel Energy	602-49480-000-43810	19,221.62	304239286 214 14th St NE
171877	Xcel Energy	602-49450-000-43810	42.25	303670994 1090 Cannon Circle Lift Station
171877	Xcel Energy	101-45122-450-43810	1,161.08	302825421 19 Division St W
171877	Xcel Energy	602-49450-000-43810	48.05	302976387 1301 Willow St Lift Station
171877	Xcel Energy	602-49450-000-43810	-4.95	302772185 1150 Willow Lift Station
171877	Xcel Energy	101-45125-450-43820	868.77	303727721 1830 2 Ave NW Aquatic Center
171877	Xcel Energy	101-42500-420-43810	7.54	164184 930 4 Ave NW
171877	Xcel Energy	101-45200-450-43830	30.26	304017445 900 Lyndale Ave N
171877	Xcel Energy	101-43160-430-43810	-5.47	304116510 1904 Grant St NW
171877	Xcel Energy	601-49430-000-43810	-146.99	304051816 1200 Belview Trl
171877	Xcel Energy	601-49430-000-43810	1,022.46	302814303 1217 Parshall Reservoir #2
171877	Xcel Energy	101-45126-450-43810	23.25	302492805 117 Shumway-Washington Center
171877	Xcel Energy	602-49450-000-43810	14.02	302794134 98 3 Ave NW Viaduct Lift Stati
171877	Xcel Energy	601-49430-000-43830	35.05	302971552 824 7 St NW Water Works
171877	Xcel Energy	603-49500-000-43810	-20.90	304051816 1200 Belview Trl
171877	Xcel Energy	101-43160-430-43810	-170.43	304157645 3305 Highway 60

Check Numb	Last Name	Acct 1	Amount	Description
171877	Xcel Energy	101-43121-430-43810	-1,412.34	304051816 1200 Belview Trl
171877	Xcel Energy	601-49430-000-43810	4,852.08	303329691 824 7 St NW Pump Water
171877	Xcel Energy	101-43170-430-43810	-114.17	303691980 2219 Grant St Lift Station
171877	Xcel Energy	101-45200-450-43810	-17.27	303510224 Central Park Band Stand
171877	Xcel Energy	101-45126-450-43810	15.48	171746 117 Shumway Lighting
171877	Xcel Energy	602-49450-000-43810	5.52	303203605 319 Lind St Lift Station
171877	Xcel Energy	101-45200-450-43810	15.63	303683055 100 TP Tonka Security
171877	Xcel Energy	602-49480-000-43830	2,497.35	302858086 214 14 St NE
171877	Xcel Energy	437-41940-410-43810	173.97	303440015 217 Mill Street - Garage
171877	Xcel Energy	101-42210-420-43830	307.17	302350193 122 2 St NW Fire Hall
171877	Xcel Energy	602-49450-000-43810	17.94	303333605 410 Frink Ave Lift Station
171877	Xcel Energy	602-49450-000-43830	43.34	304051816 1200 Belview Trl
171877	Xcel Energy	101-45125-450-43810	1,335.86	303727721 1830 2 Ave NW Aquatic Center
171877	Xcel Energy	101-43160-430-43810	13.28	304087990 510 2 Ave NW Carnival
171877	Xcel Energy	601-49430-000-43810	8,663.93	302568990 410 Alexander Park Well #5
171877	Xcel Energy	902-00000-000-23935	-77,155.17	Xcel Super Bill - May
171877	Xcel Energy	101-42500-420-43810	23.66	303930334 Fairgrounds/300 Western
171877	Xcel Energy	101-45200-450-43810	-105.20	304017445 900 Lyndale Ave N
171877	Xcel Energy	101-45200-450-43810	12.80	303239611 Sr High Tennis Courts
171877	Xcel Energy	101-45126-450-43810	61.25	303373970 117 Shumway Load Profile
171877	Xcel Energy	602-49450-000-43830	25.48	302458578 828 8 Ave NW Park Shop
171877	Xcel Energy	101-45200-450-43810	13.35	303659432 618 9 Ave SW Sledding Hill
171877	Xcel Energy	101-43170-430-43810	60.92	303446090 1418 Division St W Signal Light
171877	Xcel Energy	601-49430-000-43810	8,279.56	303579187 824 7 St NW Water Plant #1
171877	Xcel Energy	101-43160-430-43810	-118.36	304157632 1602 2nd Ave NW
171877	Xcel Energy	101-43160-430-43810	7.16	304116512 1000 Lyndale Ave S
171877	Xcel Energy	601-49430-000-43810	5,408.44	302969048 350 Alexander Park Well #6
171877	Xcel Energy	101-45500-450-43810	16.57	302342287 11 Division St E Security
171877	Xcel Energy	101-45127-450-43810	10.98	304160080 705 17th St SW
171877	Xcel Energy	101-43170-430-43810	7.00	304131503 2200 30th St NW
171877	Xcel Energy	101-43160-430-43810	13.35	303328788 1600 30 St NW
171877	Xcel Energy	101-42500-420-43810	3.63	178539 2613A Hulett Court
171877	Xcel Energy	101-45122-450-43830	223.88	302342287 Boiler Heat Line 30%
171877	Xcel Energy	601-49430-000-43810	8,126.88	303929972 1904 Fairground Dr
171877	Xcel Energy	101-45200-450-43810	1.46	302321102 1000 7 Ave SW-S Alex Sec
171877	Xcel Energy	101-45122-450-43830	390.39	303402179 16 Central Ave
171877	Xcel Energy	101-45122-450-43810	28.65	154794 16 Central Ave
171877	Xcel Energy	101-43160-430-43810	-370.15	302767481 210 3 St NE St Light HP
171877	Xcel Energy	101-43121-430-43830	416.41	304051816 1200 Belview Trl
171877	Xcel Energy	101-45200-450-43810	17.59	304850239 TeePee Tonka Park Tunnel
171877	Xcel Energy	602-49450-000-43810	19.35	302412146 1901 7 St NW Lift Station
171877	Xcel Energy	101-43160-430-43810	-79.66	303661815 495 Heritage Pl
171877	Xcel Energy	101-43170-430-43810	7.54	156258 117 Shumway CD Siren

Check Numb	Last Name	Acct 1	Amount	Description
171877	Xcel Energy	601-49430-000-43830	43.34	304051816 1200 Belview Trl
171877	Xcel Energy	101-42210-420-43810	208.21	302527702 122 2 St NW-Fire Hall
171877	Xcel Energy	101-43160-430-43810	1.58	304116511 800 Lyndale Ave S
171877	Xcel Energy	101-45200-450-43830	34.59	302627100 Jefferson Warming House
171877	Xcel Energy	101-45500-450-43810	300.51	302342287 11 Division St E
171877	Xcel Energy	902-00000-000-23935	77,155.17	Xcel Super Bill - May
171877	Xcel Energy	101-45200-450-43810	27.09	302165394 415 2 Ave SE-Wapacuta
171877	Xcel Energy	602-49450-000-43810	-146.99	304051816 1200 Belview Trl
171877	Xcel Energy	437-41940-410-43810	189.45	302678011 217 Mill St
171877	Xcel Energy	101-42110-420-43830	562.44	303688424 25 4th St NW
171877	Xcel Energy	101-42500-420-43810	7.54	146104 920 9 Ave SW CD Siren
171877	Xcel Energy	437-41940-410-43810	13.35	302880124 217 Mill St - Diesel Plt
171877	Xcel Energy	101-45500-450-43830	522.38	302342287 11 Division St E 70%
171877	Xcel Energy	101-42110-420-43810	5,530.66	303688424 25 4th St NW
171877	Xcel Energy	101-41940-410-43810	2,107.90	303683323 208 1 Ave NW
171877	Xcel Energy	101-42500-420-43810	0.17	304214955 930 4th Ave NW Siren
171877	Xcel Energy	437-41940-410-43830	136.41	303440015 217 Mill Street - Garage
171877	Xcel Energy	225-49810-430-43830	25.00	302414965 3401 Hwy 21 W
171877	Xcel Energy	101-45200-450-43810	13.28	303920032 540 2nd Ave NW
171877	Xcel Energy	101-43170-430-43810	195.48	303396625 27 Division St E Signal Light
171877	Xcel Energy	101-43170-430-43810	-64.69	302525247 4050 Hwy 60 W
171877	Xcel Energy	602-49450-000-43810	21.29	302346525 3030 Hwy 60 W Lift Station
171877	Xcel Energy	101-41940-410-43830	138.11	303640982 208 1 Ave NW City Hall
171877	Xcel Energy	101-43170-430-43810	110.25	302531059 103 3 St NE Signal Light
171998	Xcel Energy	241-46330-461-43830	4.31	1806 Shumway Ave Gas thru 6/15/2021 Final
171998	Xcel Energy	241-46330-461-43810	5.48	1806 Shumway Ave Electric thru 6/15/2021
171998	Xcel Energy	898-46310-000-43810	2,501.69	1324 Prairie Ave 51 Apartments thru 06/09/2021
	Xcel Energy		79,666.65	
0	Zarnoth Brush Works Inc	101-43121-430-42210	2,440.00	Gutter Brooms Street #317
	Zarnoth Brush Works Inc		2,440.00	
171999	Ziegler Inc	601-49430-000-44160	4,415.00	Generator Rental Well #7
	Ziegler Inc		4,415.00	
			1,565,191.51	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 13, 2021
SUBJECT: Approve Resolution 2021-155 to Rescind and Replace Resolution 2021-078 Approve Street Closures for Run Baby Run Walk/Run

Background:

On April 27, 2021, City Council approved Resolution 2021-078 to close streets for the Run Baby Run Walk/Run on Saturday, August 7, 2021, as requested by Donna Reuvers. However, the date requested was not correct. The correct date of the Walk/Run is Saturday, August 14, 2021. All other details of the Walk/Run will remain the same.

Recommendation:

Approve Resolution 2021-155 to Rescind and Replace Resolution 2021-078 as recently requested to close streets for the Run Baby Run Walk/Run on Saturday, August 14, 2021, rather than August 7, 2021.

Attachments:

1. Resolution 2021-155 Rescind and Replace Resolution 2021-078 Approve Street Closures for Run Baby Run Walk-Run
2. Revised Request
3. Res. 2021-078 - Approve Street Closures for Run Baby Run Walk_Run

CITY OF FARIBAULT

RESOLUTION #2021-155

RESCIND AND REPLACE RESOLUTION 2021-078 APPROVE STREET CLOSURES FOR RUN BABY RUN WALK/RUN

WHEREAS, the Faribault City Council approved Resolution 2021-078 at their April 27, 2021, meeting, to close streets for the Run Baby Run Walk/Run to be held Saturday, August 7, 2021; and

WHEREAS, Donna Reuvers, on behalf of Pregnancy Options has notified the City of Faribault that the date of the Run Baby Run Walk/Run will be Saturday, August 14, 2021, rather than Saturday, August 7, 2021, which was originally approved in Resolution 2021-078; 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, Resolution 2021-078, a resolution adopted by the Faribault City Council on April 27, 2021, to close streets for the Run Baby Run Walk/Run on Saturday, August 7, 2021, is hereby rescinded and replaced with Resolution 2021-155 to hold the same event on Saturday, August 14, 2021.

ALSO, BE IT RESOLVED, the streets will be closed intermittently on August 14, 2021, from approximately 8:00 a.m. to 10:30 a.m. to allow use by Pregnancy Options to host its Run Baby Run 1-Mile, 5K/10K Walk/Run. The walks/runs will begin at River Valley Church on Ravine Street. The 1-mile route will proceed west on Ravine Street, North on Shumway Avenue, west on 5th Street NE, circle through the State Academy for the Deaf campus, east on 5th Street NE, south on Shumway Avenue, east on Ravine Street and finish at the River Valley Church parking lot.

ALSO, BE IT RESOLVED, the 5K route will proceed east on Ravine St, northeast on St. Paul Avenue, west on Parshall Street, north on Shumway Avenue, continue through the Shattuck St. Mary's campus, south on Shumway Avenue, west on 5th Street NE, circle through the State Academy for the Deaf campus, continue south on Shumway

Avenue, east on Ravine Street and finish at the River Valley Church parking lot.

ALSO, BE IT RESOLVED, the 10K walk/run will proceed east on Ravine St, northeast on St. Paul Avenue, west on Parshall Street, north on Shumway Avenue, southwest on 14th Street NE, continue south on the Straight River Trail, east on 2nd Street NE, south on 3rd Avenue NE, east on 1st Street SE, south on State Avenue, east on Barron Road, south on 10th Avenue SE, east on 5th Street SE, north on 12th Avenue SE, west on Division Street East, north on Shumway Avenue, northeast on St. Paul Avenue, southeast on 3rd Street NE, north on Erblang Avenue, west on Ravine Street and finish at River Valley Church parking lot.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

From: [Donna Reuvers](#)
To: [Paul Peanasky](#)
Cc: [Gina Little](#); [Denise Hansen](#)
Subject: Re: Run Baby Run 2021 Aug 7th
Date: Wednesday, July 7, 2021 4:01:11 PM
Importance: High

Hi Paul,

I have learned that I submitted the wrong date for Run Baby Run. The correct date is Aug. 14th. Is there enough time to get it approved? Everything submitted regarding the routes is still correct. The only change is the date. What do I need to do?

I sincerely apologize for the mistake. Sincerely, DJR

cc Gina

From: "paul peanasky" <ppeanasky@ci.faribault.mn.us>
To: "MICHAEL DONNA REUVERS" <donna.reuvers@qq.com>
Cc: "Gina Little" <gina@polifecare.com>
Sent: Wednesday, July 7, 2021 7:16:36 AM
Subject: FW: Run Baby Run 2021 Aug 7th

Donna and Gina,

Can you let me the date of your Run, Baby Run event? We approved August 7 for this year and I was notified last night by the Mayor that you are advertising August 14. If this is the case we need to rescind the past resolution and run this through City Council again for approval. If it is still on the 7th we are good.

Paul



PAUL J. PEANASKY
Parks and Recreation Director

OFFICE | 507-334-2064
EMAIL | ppeanasky@ci.faribault.mn.us
WEB | www.faribault.org
ADDRESS | 15 W. Division St., Faribault, MN 55021

From: Denise Hansen
Sent: Wednesday, July 7, 2021 7:10 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: FW: Run Baby Run 2021 Aug 7th



DENISE HANSEN
Administrative Assistant

OFFICE | 507-334-2064
EMAIL | dhansen@ci.faribault.mn.us
WEB | www.faribault.org
ADDRESS | 15 W. Division St., Faribault, MN 55021

From: Donna Reuvers <donna.reuvers@q.com>
Sent: Friday, April 9, 2021 12:54 PM
To: Denise Hansen <dhansen@ci.faribault.mn.us>
Cc: Gina Little <gina@polifecare.com>
Subject: Run Baby Run 2021 Aug 7th

Good afternoon, Denise;

Per our conversation at FCC a couple weeks ago, I'm letting you know that Pregnancy Options will again sponsor our 1 mile, 5K and 10K run/walk on Sat. Aug 7th this year.

All our routes are the same as last year. The start/stop location is also the same, The River Valley Church on the east side of Fblt. Gina, director at Pregnancy Options will forward a copy of the liability insurance for 2021. If you need anything else, pls let me know.

God bless and stay safe/healthy;
DJR

Donna Reuvers
donna.reuvers@q.com
507 332 7990

CITY OF FARIBAULT

RESOLUTION #2021-078

APPROVE STREET CLOSURES FOR RUN BABY RUN WALK/RUN

WHEREAS, Pregnancy Options is sponsoring the Run Baby Run 1-Mile, 5K/10K Walk/Run on Saturday, August 7, 2021; 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.

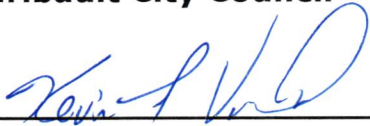
NOW, THEREFORE BE IT RESOLVED, the streets will be closed intermittently on August 7, 2021, from approximately 8:00 a.m. to 10:30 a.m. to allow use by Pregnancy Options to host its Run Baby Run 1-Mile, 5K/10K Walk/Run. The walks/runs will begin at River Valley Church on Ravine Street. The 1-mile route will proceed west on Ravine Street, north on Shumway Avenue, west on 5th Street NE, circle through the State Academy for the Deaf campus, east on 5th Street NE, south on Shumway Avenue, east on Ravine Street and finish at the River Valley Church parking lot.

ALSO, BE IT RESOLVED, the 5K route will proceed east on Ravine St., northeast on St. Paul Avenue, west on Parshall Street, north on Shumway Avenue, continue through the Shattuck St. Mary's campus, south on Shumway Avenue, west on 5th Street NE, circle through the State Academy for the Deaf campus, continue south on Shumway Avenue, east on Ravine Street and finish at the River Valley Church parking lot.

ALSO, BE IT RESOLVED, the 10K walk/run will proceed east on Ravine St., northeast on St. Paul Avenue, west on Parshall Street, north on Shumway Avenue, southwest on 14th Street NE, continue south on the Straight River Trail, east on 2nd Street NE, south on 3rd Avenue NE, east on 1st Street SE, south on State Avenue, east on Barron Road, south on 10th Avenue SE, east on 5th Street SE, north on 12th Avenue SE, west on Division Street East, north on Shumway Avenue, northeast on St. Paul Avenue, southeast on 3rd Street NE, north on Erblang Avenue, west on Ravine Street and finish at River Valley Church parking lot.

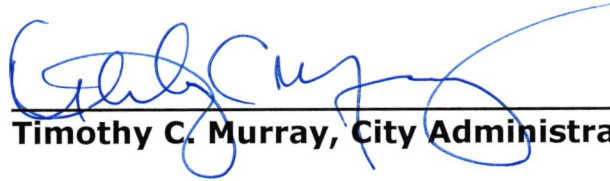
Date Adopted: April 27, 2021

Faribault City Council



Kevin F. Voracek, Mayor

ATTEST:



Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Approve LG220B Application for Exempt Permit for Southern MN Rugby Football Association

Background:

City Administration has received a LG220 Application for Exempt Permit from the Southern MN Rugby Football Association to have pull-tabs at the Paradise Center for the Arts during the Blue Collar Festival, August 14, 2021.

Recommendation:

Approve LG220 Application for Exempt Permit

Attachments:

1. 4R. LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Southern MN Rugby Football Club ^{ASSN} Previous Gambling Permit Number: 4554

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 8161 33rd Ave S. Unit 707

City: Bloomington State: MN Zip: 55425 County: _____

Name of Chief Executive Officer (CEO): Nathaniel Redlin

CEO Daytime Phone: 612-396-1785 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 321 Central Ave N

Check one:

☒ City: Faribault Zip: MN County: Rice

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 8/14/21

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

☐ Bingo ☐ Paddlewheels ☒ Pull-Tabs ☐ Tipboards

☐ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ _____)

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Approve Permit for a 1-4 Day Temporary On-Sale Liquor License for A Child's Delight Too, Inc.

Background:

A Child's Delight Too, Inc. has submitted all applications and fees for a 1-4 Day Temporary Liquor License for an event at the Faribo West Mall on August 19, 2021.

Recommendation:

Approve 1-4 Day Temporary Liquor License.

Attachments:

1. A Childs Delight Too - Liquor License Application



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
A Child's Delight Too Inc		9/1/80		[REDACTED]	
Address		City	State	Zip Code	
200 Western Ave Suite A2		Fanbault	MN	55021	
Name of person making application		Business phone		Home phone	
Karen Hoffman		507-332-2264		507-291038	
Date(s) of event		Type of organization			
August 19, 2021		☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit			
Organization officer's name		City	State	Zip Code	
Mirayla Borth		Morristown	MN	55053	
Organization officer's name		City	State	Zip Code	
Jame Walburn		Fanbault	MN	55021	
Organization officer's name		City	State	Zip Code	
Becky Belgard		Fanbault	MN	55021	
Organization officer's name		City	State	Zip Code	
Corinne Fowler		Fanbault	MN	55021	
Location where permit will be used. If an outdoor area, describe.					
Faribo West Mall [REDACTED]					
If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.					
Faribo West Mall 200 Western Ave T64 Lm 55021					
If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.					

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Fire Chief
MEETING DATE: July 13, 2021
SUBJECT: Approve Budget Adjustment for Concrete Apron Replacement

Background:

The City of Faribault takes pride in offering a multitude of services to its citizens. This pride also extends to its facilities and equipment. Maintaining facilities is costly but necessary and finding ways to accomplish this can be challenging.

The concrete apron (driveway) on the south side of the fire station has been slowly degrading for many years. Part of the apron is also the sidewalk along 2nd St. NW and the cracks and pieces missing are becoming a hazard to pedestrians navigating the sidewalk.

Due to a very generous donation (thermal imager valued at \$10,000) by a private party, a large sum of money in fund 431 Capital Improvement Fund has become available for another use. Working with Administration and Finance I am requesting a budget adjustment of \$10,000 to be transferred from fund 431 –Capital Improvement Fund and transferred to fund 101- General Fund. We would also need an additional \$3,500 dollars to be transferred from fund 401-Street Improvement Fund to fund 101- General Fund to pay the replacement of all the bad concrete panels on the fire department apron.

Recommendation:

Approve Budget Adjustment

Attachments:

1. 4T. Attachment - Engineer's Estimate form
2. 4T. Attachment - Budget Adjustment

NAME: Fire DepartmentBY: JML

ADDRESS: _____

DATE: 6/3/2021

ACCOUNT: _____

ITEM NO.	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	Estimate	TOTAL
2104.503	REMOVE CURB & GUTTER	150	LF	\$ 19.22	40	\$ 768.80
2104.518	REMOVE CONCRETE SIDEWALK	1500	SF	\$ 3.51	144	\$ 505.44
2104.518	REMOVE CONCRETE DRIVEWAY PAVEMENT	1500	SF	\$ 2.98	1088	\$ 3,242.24
2105.507	COMMON EXCAVATION	50	CY	\$ 38.70		\$ -
2506.502	ADJUST FRAME & RING CASTING	1	EA	\$ 800.00		\$ -
2521.618	6" CONCRETE WALK SPECIAL	20	SF	\$ 16.50		\$ -
2521.618	4" CONCRETE WALK (<100 S.F. IN ONE LOCATION)	250	SF	\$ 5.50		\$ -
2521.618	4" CONCRETE WALK (>100 S.F. IN ONE LOCATION)	1000	SF	\$ 6.05	144	\$ 871.20
2531.501	CONCRETE CURB & GUTTER DESIGN VALLEY GUTTER	50	LF	\$ 19.80		\$ -
2531.503	CONCRETE CURB DESIGN B6	50	LF	\$ 19.80		\$ -
2531.603	CURB & GUTTER, B618 (<20 L.F. IN ONE LOCATION)	100	LF	\$ 22.00		\$ -
2531.603	CURB & GUTTER, B618 (>20 L.F. IN ONE LOCATION)	250	LF	\$ 22.00		\$ -
2531.603	CURB & GUTTER, B624 (<20 L.F. IN ONE LOCATION)	100	LF	\$ 23.10		\$ -
2531.603	CURB & GUTTER, B624 (>20 L.F. IN ONE LOCATION)	100	LF	\$ 23.10	40	\$ 924.00
2531.618	TRUNCATED DOMES	50	SF	\$60.50		\$ -
2531.618	6" CONCRETE DRIVEWAY PAVEMENT	700	SF	\$ 6.60	1088	\$ 7,180.80

ESTIMATE AMOUNT: \$ 13,492.48

ACTUAL AMOUNT: _____

ADMINISTRATION/ENGINEERING: 15 % \$ 2,023.87ACTUAL TOTAL: \$ 15,516.35NOTES: Remove and Replace 40 LF B624 Curb and GutterRemove and Replace 144 SF 4" Thick Concrete SidewalkRemove and Replace 1088 SF 6" Thick Concrete Driveway

FUND TITLE: Multiple
FUND NUMBER: Multiple

DEPARTMENT: Fire Administration
YEAR: 2021

[illegible]

Additional Remarks:

Donation is being made to purchase a thermal imager valued at \$10,000 by a private party. The thermal imager had been budgeted in Fund 431 - Capital Replacement Fund. The concrete apron (driveway) on the south side of the fire station has been degrading for many years. This budget adjustment will transfer \$10,000 from capital replacement to the general fund and further to Fire Administration for the concrete apron replacement. An additional \$3,500 will be needed to fund this project and will be transferred from the Street Improvements Projects Fund 401.

Note: This form MUST BALANCE.

An increase in expenditures in any line item(s) must be offset by either a corresponding decrease in expenditures in another line item(s) or an increase in revenue.

Change Requested By:

Department Head

Change Approved By:

City Administrator

Date Approved:

7/7/2021



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Fire Chief
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-156 Accept Donation of a Thermal Imaging Camera from an Anonymous Donor

Background:

Recognizing the Faribault Fire Department's service to the community and the needs of the fire department, an anonymous donor has donated a thermal imaging camera to the Fire Department.

Recommendation:

Approve Resolution 2021-156 accepting the donation of a thermal imaging camera from an anonymous donor.

Attachments:

1. Resolution 2021-156

CITY OF FARIBAULT

RESOLUTION #2021-156

**ACCEPT DONATION OF A THERMAL IMAGING CAMERA FROM AN ANONYMOUS
DONOR**

WHEREAS, the Faribault Fire Department is responsible for fire and life safety response in the City of Faribault and the Rural Fire District; and

WHEREAS, the Faribault Fire Department responds to emergencies, promotes fire safety, maintains equipment vital to emergency response and conducts regular and specialized training to ensure superior service is provided by the Fire Department; and

WHEREAS, an anonymous donor has donated a thermal imaging camera to the Fire Department.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to accept the donation of thermal imaging camera.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Approve Hold Harmless and Indemnification Agreement with BPOE #1166

Background:

At the June 22, 2021 City Council meeting, the Council approve a 1-4 Day Temporary On-Sale Liquor License for BPOE Lodge #1166 for an event that will be held at North Alexander Park July 30, 2021-August 1, 2021. When Temporary Liquor Licenses are issued for events on City owned property, licensees are required to sign a Hold Harmless and Indemnification Agreement with the City.

Recommendation:

Approved attached agreement.

Attachments:

1. 2021 Hold Harmless-Indemnification-BPOE 1166

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this ____ day of _____, 2021 by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and BPOE Lodge 1166, 131 Lyndale Ave, Faribault, MN.

Recitals

WHEREAS, BPOE Lodge 1166 has been granted a temporary on-sale liquor in the City; and

WHEREAS, BPOE Lodge 1166 has requested that the City allow it to sell intoxicating liquor outdoors at an event being held at North Alexander Park on July 30-August 1, 2021 each day until the Park is closed (the “Event”); and

WHEREAS, the City has agreed to authorize BPOE Lodge 1166 to sell intoxicating liquor at the Event, subject to BPOE Lodge 1166 providing insurance and assuming liability for its activities associated with the Event, and complying with the specific rules applicable; and

NOW, THEREFORE, in consideration of the City’s actions described above, the parties agree as follows:

AGREEMENT

1. BPOE Lodge 1166 agrees to follow all ordinances, rules and regulations of the City of Faribault and the State of Minnesota regarding its use of the identified City facility and its sale of intoxicating liquor at the Event.
2. BPOE Lodge 1166 shall ensure that all intoxicating liquor that it dispenses is dispensed and consumed within area that is designated.
3. Prior to the Event, BPOE Lodge 1166 shall provide the City for its review and approval a certificate of insurance evidencing that it has general liability and liquor liability insurance for the Event. The City shall be named as an additional insured with respect to these policies.
4. In addition to the required insurance coverage, BPOE Lodge 1166 shall defend, indemnify and hold harmless the City of Faribault, its officials, employees, contractors and agents (collectively, the “City”) from and against any and all claims, damages, losses, or expenses including attorneys’ fees, which the City may suffer or for which the City may be held liable with respect to the activities authorized by the City pursuant to this Agreement, including the dispensing of intoxicating liquor.

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

BPOE Lodge 1166

By: _____
Its: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-144 Approve Off-Sale Intoxicating Liquor License for Vermillion Liquor

Background:

Brenden Sjodin, CEO/President of Vaping Studio, Inc dba Vermillion Liquor, located at 1930 NW 2nd Ave, has applied for a Off-Sale Intoxicating Liquor License in the city of Faribault and has paid all required fees. The space is currently under construction, the license will not be issued until construction is completed and approved by the Building Codes Division and the Planning Department. Once final approvals are completed by the City, the application will be forwarded to the Minnesota Department of Public Safety - Alcohol and Gambling Enforcement Division for inspection and final approval.

The City of Faribault is allowed to issue up to eight (8) Off-Sale Intoxicating Liquor License per Chapter 4, Section 4-11. The City currently has six (6) Off-Sale Intoxicating Liquor establishments.

If the license is approved the licensing period will be through December 31, 2021.

Recommendation:

Approve Resolution 2021-144 Approving an Off-Sale Liquor License for Vermillion Liquor

Attachments:

1. Resolution 2021-144 Approve Off Sale Liquor License

CITY OF FARIBAULT

RESOLUTION #2021-144

APPROVE OFF-SALE INTOXICATING LIQUOR LICENSE FOR VERMILLION LIQUOR

WHEREAS, Vaping Studio, Inc doing business as Vermillion Liquor has presented an application for a new Off-Sale Intoxicating Liquor licenses; and

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

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

WHEREAS, pending approval from the City of Faribault Building Codes division, the City of Faribault Planning Department and the Minnesota Department of Public Safety-Alcohol and Gambling Enforcement Division.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, the establishment listed above be granted an Off-Sale Intoxicating Liquor License with the City of Faribault through December 31, 2021.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: July 13, 2021
SUBJECT: Ordinance 2021-3 Approve Rezoning From O Open Space / Agricultural to C-2 Highway Commercial District at 1507 Saint Paul Avenue - Second Reading

Background:

On April 13, 2021, the City Council by a 6 to 1 vote, approved Resolution 2021-070 to amend the City Comprehensive Plan to guide the subject property in this case to a Commercial-Residential Mixed Use designation. During the same meeting, the City Council also by a 6 to 1 vote approved the first reading of Ordinance 2021-3 to rezone this site (at 1507 St. Paul Avenue) from O Open Space / Agricultural District to C-2 Highway Commercial District. The property owners applied for these changes in order to establish an auto restoration and custom car building shop at this location. Ordinance 2021-3 to approve the rezoning from O Open Space/Agriculture to C-2 Highway Commercial requires two readings. The second reading was held in order to process simultaneously with a Conditional Use Permit to allow the requested use on this site.

An associated application for a Conditional Use Permit follows this item on the agenda. The Conditional Use Permit establishes the required conditions of approval for operating a major auto repair facility at this site.

No substantive changes have been made to the ordinance since the time of the first reading on April 13, 2021. At its meeting of July 6, 2021, the Planning Commission recommended approval of the Conditional Use Permit for this business, which is a separate but related action for consideration on the City Council agenda.

The City Council is also asked to to approve the summary publication if Ordinance 2021-3 is approved on second reading.

Recommendation:

Approve Second Reading of Ordinance 2021-3 rezoning property at 1507

St. Paul Avenue to C-2 Highway Commercial District.

Attachments:

1. Ordinance 2021-3 Rezone to C-2 Highway Commercial District 1507 Saint Paul Avenue

CITY OF FARIBAULT

ORDINANCE #2021-3

APPROVE REZONING FROM O OPEN SPACE/AGRICULTURAL TO C-2 HIGHWAY COMMERCIAL DISTRICT AT 1507 SAINT PAUL AVENUE

WHEREAS, Michael and Megan Graham, contract purchasers and applicants have requested the rezoning of their property at 1507 Saint Paul Avenue, legally described in Exhibit A, from O Open Space / Agricultural District to C-2 Highway Commercial District in order to operate a custom auto building and auto repair business at the subject site; and

WHEREAS, City Staff has prepared and presented a report to the Planning Commission regarding this rezoning proposal (CPA/REZ 21-005); and

WHEREAS, the Planning Commission, on the 5th day of April, 2021 following proper notice, held a public hearing regarding said request; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the rezoning request finding that the rezoning request is consistent with all of the required findings for rezoning property as required by Section 2-180 of the City's Unified Development Ordinance; and

WHEREAS, the City Council hereby finds rezoning the property described in Exhibit A is appropriate with the following findings 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: The Land Use Plan has been amended to guide the subject property for Commercial – Residential Mixed Use in association with this application.

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 rezoning is in the public interest in that it will provide needed commercial uses at this location.

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: Rezoning the subject property to C-2 Highway Commercial District as proposed, is appropriate in that the site is adjacent to a County Highway and can be developed or used in manner that is compatible with adjoining agricultural uses, single family uses and place of worship uses.

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 subject property currently is zoned to permit agricultural related sales of items grown/produced in the area. Rezoning the subject property to C-2 will accommodate the new commercial uses of the site.

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 prior use of the property for agricultural related sales is no longer viable at this location and the proposed use will better serve the neighborhood and the community.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Amendment. The Official Zoning Map of the City of Faribault is hereby amended to rezone the property described in Exhibit A from O Open Space / Agricultural District to C-2 Highway Commercial District.

Section 2: Official Zoning Map. The Official Zoning Map of the City of Faribault shall not be republished to show the aforesaid rezoning and clarification, but the City Planner shall appropriately update the Official Zoning Map on file with the City Planning Office for the purpose of indicating the rezoning.

Section 3: Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

Public Hearing: April 5, 2021
First Reading: April 13, 2021
Second Reading: July 13, 2021
Published: July 15, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A
Legal Description

Part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 29 Township 110 North Range 20 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, lying South and East of the center line of County State Aid Highway 20, described as follows: Beginning at the Southeast corner of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$), said point being in the center line of County State Aid Highway 25; thence North 89° 59' 01" West, assumed bearing, along the South line of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) and said Highway 25 center line, 674.92 feet to a point in the center line of County State Aid Highway 20; thence North 45° 33' 33" East, along said Highway 20 center line, 294.66 feet thence North 77° 22' 32" East, 476.05 feet to a point in the East line of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$); thence South 0° 00' 00", along said East line, 310.55 feet to said point of beginning.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: July 13, 2021
SUBJECT: Approve Summary Publication - Ordinance 2021-3

Background:

Section 3.08 of the City Charter, provides for summary publication of ordinances if the council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance. The council may by a five-sevenths vote of its members, direct that only the title of the ordinance and a summary be published in the local newspaper. A copy of the entire ordinance as approved by the City Council will be made available for inspection during regular office hours at the office of the city administrator. The publishing of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. A copy of the publication shall be attached to and filed with the ordinance for reference.

Recommendation:

Approve summary publication of Ordinance 2021-3 as proposed.

Attachments:

1. Ord. 2021-3 Summary Publication

Summary Publication

CITY OF FARIBAULT

ORDINANCE No. 2021-3

APPROVE REZONING FROM O OPEN SPACE/AGRICULTURAL TO C-2 HIGHWAY COMMERCIAL DISTRICT AT 1507 SAINT PAUL AVENUE

On July 13, 2021, the Faribault City Council adopted Ordinance 2021-3 which rezones a 3.3-acre parcel located at 1507 St. Paul Avenue from O Open Space / Agricultural District to C-2 Highway Commercial District for the purpose of establishing an auto restoration and custom auto building business in existing buildings on the site. A complete copy of the ordinance is on file at City Hall, 208 NW 1st Avenue, Faribault, Minnesota and is available for public review during normal business hours.

First Reading:	April 13, 2021
Second Reading:	July 13, 2021
Publication:	July 15, 2021



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-143 Approve a Conditional Use
Permit for Major Auto Repair in the C-2 Highway
Commercial District at 1507 St Paul Avenue

Background:

Mike and Megan Graham are contract purchasers of the former apple orchard seasonal sales building at 1507 St. Paul Ave. They intend to convert the building for an auto repair service and custom car building and restoration business use. The business will service new and classic cars. They also propose to use the site for the fabrication of custom cars along with auto maintenance and repair services. It will not include autobody and paint services.

On April 13th the City Council approved a resolution for a comprehensive plan amendment and first reading of an ordinance rezoning the site to C-2 Highway Commercial District. The conditional use permit (CUP) application is the required next step in the approval process for this business at the site, as the City's Unified Development Ordinance requires a CUP for major auto repair uses in the C-2 District.

The site plan for the CUP, provides paved surfaces for the driveways and parking areas as required. The plan includes curbs along the pavement perimeter as specified by the City Engineer and required in the Unified Development Ordinance. The applicants have indicated that there will be two work bays and two employees on site. No outside storage is proposed with this application. The site plan has room for expanded parking areas if needed in the future. No variances are needed or requested in this case.

On July 6, 2021 the Planning Commission, after proper notice, held a public hearing regarding the CUP application. The City received one email in objection to the application from a neighboring home owner across the street from this site. No other public comments or concerns were received regarding this matter. The Planning Commission discussed the application at length, and by 6-0 vote approved the draft

resolution with findings in support of the CUP application, recommending approval to City Council.

Recommendation:

Adopt Resolution 2021-143 to approve a CUP for major auto repair use in the C-2 District at 1507 St. Paul Avenue as proposed.

Attachments:

1. Resolution 2021-143 CUP for Heavy Metal Customs at 1507 St Paul Ave
2. Planning Commission Reports

CITY OF FARIBAULT

RESOLUTION #2021-143

APPROVE A CONDITIONAL USE PERMIT FOR MAJOR AUTO REPAIR IN THE C-2 HIGHWAY COMMERCIAL DISTRICT AT 1507 ST PAUL AVENUE

WHEREAS, Applicants Mike and Megan Graham, have requested a conditional use permit for a major auto repair use in the C-2 Highway Commercial District at 1507 St. Paul Avenue, legally described in Exhibit A attached hereto; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission pertaining to said request (CUP 21-005), a copy of which has been presented to the Planning Commission and City Council; and

WHEREAS, the Planning Commission, on the 6th day of July, 2021, following proper notice, held a public hearing regarding the request, and following said public hearing made findings and recommended that the City Council approve the request; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the requested conditional use permit based on the following findings as required by Section 2-300 of the City of Faribault, 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.

The proposed use at the former orchard sales site as proposed, brings a needed use to an underutilized site adding value to area.

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.

The proposed improvements will help clean up an underutilized property and offer a service to residents of the area.

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.

The development is designed to be compatible with surrounding and nearby uses and will provide site improvements compatible with the area and upgrades to a vacant building.

4. The conditional use will not impose hazards or disturbing influences on neighboring properties.

The proposal will be upgraded with access to the City sewer system and improvements to the site.

5. The conditional use will not substantially diminish the value of neighboring properties.

The improvements proposed at this site will help protect property values in the area.

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.

The site has adequate capacity for public utilities, street capacity and access. There is sufficient police and fire protection levels in place for this use and it will not generate a need for increased City services, or additional schools.

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.

There are sufficient public facilities in place for this use and it will not generate a need for further City services. The proposed use will benefit 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.

There is adequate onsite traffic circulation provided in this design.

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.

The redevelopment of this site will not result in damage or destruction of natural or historic features.

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.

The project is designed to meet current land use policies and plans.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

The project conforms to applicable regulations of the district and applicable requirements for approval within the ordinance.

WHEREAS, the City Council, on the 13th day of July, 2021, at a public meeting considered the request; and

WHEREAS, the City Council concurs with all of the determinations and findings of the Planning Commission as stated in the above recitals and hereby makes the identical determinations and findings.

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

Section 1: Incorporation of Recitals and Exhibits. The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2: Approval of a Conditional Use Permits. As authorized in Section 2-290 of the City of Faribault Unified Development Ordinance and in accordance with the required findings listed in Section 2-300 of the City of Faribault, Unified Development Ordinance, as stated in the recitals above, a conditional use permit for establishment of a major auto repair business including custom auto building, auto restoration and repair services, but not including autobody repair and painting. at the subject property located at 1507 St. Paul Avenue in accordance with plans attached as Exhibit B (site plan) as approved by the City Council.

Section 3: Conditions of Approval. As authorized in Section 2-310 of the City of Faribault, Unified Development Ordinance, the following conditions of approval are deemed necessary by the City Council to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in City ordinances are as follows:

1. Provide plans to show where additional parking on site if needed by business in the future. The mark up plan sheet shows a possible future parking location in the front of the building as well.
2. Straighten the curb line on the plan as noted on site plan comments from the DRC dated June 22, 2021.
3. Provide flat ribbon curb line to define the east edge of parking lot as noted on the site plan comments from the DRC dated June 22, 2021.
4. A landscaping plan in compliance with the Unified Development Code shall

be required prior to building permit issuance.

5. A survey of the property with spot elevations as required by the City Engineer to determine and direct surface water runoff on the site.
6. Calculations shall be provided for existing and proposed impervious surface areas.
7. Connection to the City sewer system is required per Sec. 28-99 of City Codes. The non-standard sewer access charge rate of \$5,865 in this case based on a two-bay auto service facility sewer use.
8. This conditional use permit shall not be effective until the effective date of the ordinance to rezone the subject site to C-2 Highway Commercial District.
9. The DRC is authorized to approve site plan revisions to the CUP plan included as Exhibit B in order to carry out the City Council's intent of this resolution.
10. This application shall meet the Development Standards listed in Sec. 7-30 of the Unified Development Ordinance for major auto repair businesses as follows:

Automobile repair, major.

- (1) All vehicles awaiting repair or pickup shall be stored on the site within enclosed buildings or defined parking spaces in compliance with Chapter 8, Off-Street Parking and Loading.
- (2) All vehicles parked or stored on site shall display a current license plate with a current license tab. Outside storage of automotive parts or storage of junk vehicles shall be prohibited, unless in compliance with the standards for vehicle storage. (see Vehicle storage).
- (3) All repairs shall be performed within a completely enclosed building.
- (4) Fuel pumps, if provided, shall be installed on pump islands.
- (5) Venting of odors, gas, and fumes shall be directed away from residential uses. All storage tanks shall be equipped with vapor-tight fittings to preclude the escape of gas vapors.
- (6) Additional conditions may be established to control noise during the operation of the facility, including controls of hours of operation.

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

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

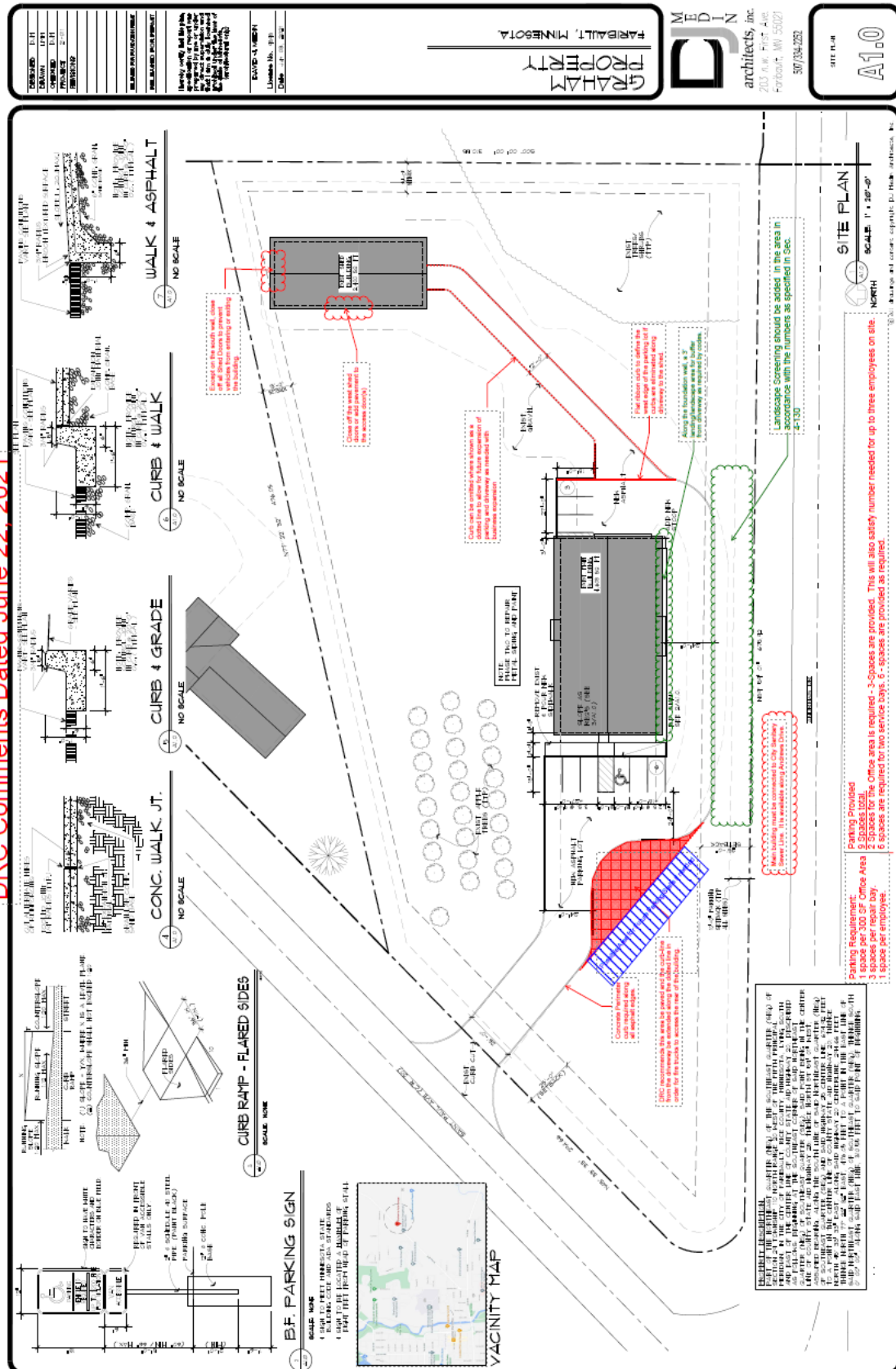
ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 29 Township 110 North Range 20 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, lying South and East of the center line of County State Aid Highway 20, described as follows: Beginning at the Southeast corner of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$), said point being in the center line of County State Aid Highway 25; thence North 89° 59' 01" West, assumed bearing, along the South line of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) and said Highway 25 center line, 674.92 feet to a point in the center line of County State Aid Highway 20; thence North 45° 33' 33" East, along said Highway 20 center line, 294.66 feet thence North 77° 22' 32" East, 476.05 feet to a point in the East line of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$); thence South 0° 00' 00", along said East line, 310.55 feet to said point of beginning.

DRC Comments Dated June 22, 2021



FARIBAULT PLANNING COMMISSION

JULY 6, 2021 - PUBLIC HEARING

Discussion Topic:	CUP 21-005 Application for approval of a conditional use permit to conduct a major auto repair services in the C-2 Highway Commercial Zoning District at 1507 St. Paul Avenue (PID # 1829400004) for Heavy Metal Customs, an auto restoration and customization business.
Applicant & Owner:	Michael & Megan Graham, Applicant/Owners
Requested Action:	Hold a Public Hearing on the Matter and Approve Findings in Regard to this request
Council Action Deadline:	August 4, 2021 Unless Extended by the City
From:	Peter Waldock, AICP, Planning Coordinator

BACKGROUND AND SUMMARY:

Mr. and Mrs. Graham have recently purchased the former apple orchard seasonal sales building at 1507 St. Paul Ave. They intend to convert the building for an auto repair service use. The business services new and classic cars. The proposed use with this application will include fabrication of custom cars along with auto maintenance and repair services. It will not include autobody and paint services.

On April 13th the City Council approved a resolution for a comprehensive plan amendment and first reading of an ordinance rezoning the site to C-2 Highway Commercial District. The applicants have provided written consent to extend the timing of the second reading to co-inside with the CUP application in this case.

Surrounding uses include orchards, farm fields, rural homesteads, a single-family neighborhood and a church. The current zoning district designation, O Open Space/Agricultural District does not include custom car building and auto maintenance service shops as a listed permitted use. Therefore, the owners have applied to rezone the site to C-2 Highway Commercial District that permits their proposed use at the site.



DISCUSSION AND CODE ANALYSIS:

The site plan provides paved surfaces for the driveways and parking areas as required. The plan includes curbs along the pavement perimeter as specified by the City Engineer and required in the Unified Development Ordinance. The applicants have indicated that there will be two work bays and two employees on site.

Parking Count. The UDO requires a total of 8 parking spaces for this site based on two service bays, a 450 SF office area and two employees. The plan meets this requirement and includes an accessible parking space and access ramps as needed.

Parking Layout. The parking layout meets the dimensional requirements of the UDO.

Driveways. The driveways as shown on the proposed plans, meet the width requirements. The 12' wide driveway to the shed is for personal use by the owners and will not have two-way traffic.

Curbs. Plan shows curbs along pavement edges as required by the UDO. The City Engineer has not required curbing along the driveway leading to the Shed

in order allow for proper site drainage and accommodate future expansion of the parking area.

Landscaping. Although the concept plan had provided landscape plants along Andrews Drive. Trees should be planted for screening the driveway south of the building along Andrews Drive in fashion similar to that shown on the concept plan. A Landscaping plan is needed. Foundation plantings will be needed along the south building wall.

Grading. A grading plan is needed to show surface drainage direction. It should include spot elevations and contours lines for this purpose. A spot elevation at the handicapped parking stall is needed to show the slope does not exceed 2% in any direction as required by Statutes.

Survey of the Property. The cover letter provided by the site designer indicates a survey will be done. The property line along Andrews Drive will need to be verified to confirm that there is enough room for setbacks from the driveway as planned (10' minimum is necessary).

Sewer Access Charge. The applicants have requested the amount of the SAC fees for this site. The DRC has determined that a non-standard fee is applicable in this case.

Calculations needed. The site plan will need to provide calculations for size of the disturbed area, the amount of impervious surface area, and the size of the existing impervious surface area.

Building Façade. The plans call for painting the building exterior. No other changes to the building exterior are proposed in this case. The buildings do not meet current façade requirements for commercial buildings. Since there are no exterior changes planned for the building, the DRC has determined façade upgrades are not necessary in this case. Should the building be enlarged in the future, that should trigger façade upgrades to current requirements.

Key Sections of the Unified Development Ordinance:

Sec. 1-120. Definitions.

Automobile repair, major. An establishment engaged in performing major repairs to, and the servicing of, passenger automobiles, where gasoline or other automobile engine fuel (stored only in underground tanks), kerosene, motor oil, lubricants, grease or minor accessories may be sold. Major repair may include engine rebuilding, rebuilding or re-conditioning of passenger

automobiles, body, frame or fender straightening and repair, painting, rust-proofing, engine overhaul or replacement, and transmission overhaul. Such work excludes commercial wrecking, dismantling, junkyard, tire recapping and truck-tractor repair. In addition, household and convenience items, food or other miscellaneous retail goods commonly associated with the same also may be sold.

Sec. 7-30. Development Standards

Automobile repair, major.

- (1) All vehicles awaiting repair or pickup shall be stored on the site within enclosed buildings or defined parking spaces in compliance with Chapter 8, Off-Street Parking and Loading.
- (2) All vehicles parked or stored on site shall display a current license plate with a current license tab. Outside storage of automotive parts or storage of junk vehicles shall be prohibited, unless in compliance with the standards for vehicle storage. (see Vehicle storage).
- (3) All repairs shall be performed within a completely enclosed building.
- (4) Fuel pumps, if provided, shall be installed on pump islands.
- (5) Venting of odors, gas, and fumes shall be directed away from residential uses. All storage tanks shall be equipped with vapor-tight fittings to preclude the escape of gas vapors.
- (6) Additional conditions may be established to control noise during the operation of the facility, including controls of hours of operation.

Sec. 2-300. Required findings for conditional use permits.

The City Council shall make each of the following findings before granting a conditional use permit:

- (1) The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.
- (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.
- (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.
- (4) The conditional use will not impose hazards or disturbing influences on neighboring properties.

- (5) The conditional use will not substantially diminish the value of neighboring properties.
- (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.
- (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.
- (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.
- (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.
- (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.
- (11) The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

Sec. 2-310. Established conditions of approval.

The City Council may establish any reasonable conditions of approval that are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified elsewhere in this ordinance.

Applicable Code Sections:

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-270
Application for Conditional Use Permit

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-280
and 2-290 regarding Approval Process and Authority.

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-300
Required Findings for Conditional Use Permits

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-310
regarding Conditions of Approval

DEVELOPMENT REVIEW COMMITTEE

The Development Review Committee (DRC) discussed the site plan and variance proposal on June 22, 2021. The DRC supports the application with some conditions of approval for the site plan.

The DRC recommends approval of the Conditional Use Permit with following comments and observations:

1. Parking Expansion. The DRC noted that the site plan provides the minimum number of parking stalls required by the Unified Development Ordinance (UDO), but there was some concern that your business may actually need more than this minimum required number. The DRC asked that the applicants show where they would provide additional parking on site if needed by business in the future. The mark up plan sheet shows a possible future parking location in the front of the building as well.
2. Access to the rear of the site. The Fire Department noted that trucks will not be able to round the 90-degree curves in front in order to access the rear of the property to get to the overhead doors. To address this concern the DRC asks that the applicants straighten the south curb line as noted on the mark up plan and pave this area for truck access to the rear of the building.
3. Curbs. Sec. 8-110 requires perimeter curbing around all required pavement areas. Plans show the curbs as required by this section.
4. Driveway Curb. The curb along both sides of the driveway (as noted on marked up plan sheet) can be eliminated to allow future parking lot and driveway expansion as may be needed. A flat concrete ribbon curb to delineate the east boundary of the parking lot on the east side of the building is required in place of the driveway curbs.
5. Property Survey. It was noted that the applicants are planning on having the property surveyed to confirm location of the property lines and County highway right-of-way easement lines in order to confirm that a minimum 10' setback from south property line or north edge of County highway right of way boundary are met as required.
6. Survey (Site) Data Required. A grading plan is needed with spot elevations to determine surface water drainage direction and slope of accessibility ramping from the ADA parking space into the building. Also needed are calculations of impervious surface area as exists now and as planned with the paved parking and driveways. The plan will also need to provide a calculation of the disturbed area for construction.
7. Landscape Plan. Landscaping along the south property line to screen

the new driveway south of the building is needed. A landscaping plan is needed that provides a mix of trees and shrubs. The number of plantings should meet the requirements listed in Sec. 4-100 through Sec. 4-170 of the Unified Development Ordinance. The plant locations can be added to the site plan along with a list of plants and the sizes at time of planting.

8. Sewer Access. Connection to the City sewer system is required per Sec. 28-99 of City Codes. The Public Works Department has determined that the SAC fee will be the non-standard rate of \$5,865 in this case based on a two-bay auto service facility sewer use.
9. Required Development Standards. Sec. 7-30 provides required development standards as conditions of approval for all major auto repair businesses.
10. Escrow or Performance Bond. All of the site improvements necessary to meet the City ordinance requirements will need to be installed within one year of the CUP approval. Business use and occupancy the building and site cannot be permitted until all required site improvements are done or an escrow or a performance bond in a form approved by the City in the amount of 110% of the cost of remaining improvements is provided.

REQUIRED FINDINGS

Section 2-300 of the UDO includes eleven required findings as a prerequisite for approval of conditional use permits. The draft resolution prepared by staff and provided with this report includes detailed findings specific to this application recommended by staff to address all of the required findings of the ordinance. No additional findings have been provided.

RECOMMENDED CONDITIONS FOR APPROVAL

Section 2-310 of the UDO authorizes the City Council to establish reasonable conditions of approval to reduce or minimize the effect of this use upon other properties in the neighborhood. The proposed conditions of approval are as follows:

1. Amend the site plan to show where additional parking on site if needed by business in the future. The mark up plan sheet shows a possible future parking location in the front of the building as well.
2. Amend the site plan to straighten the curb line as noted on site plan comments from the DRC dated June 22, 2021.
3. Provide flat ribbon curb line to define the east edge of parking lot as noted on the site plan comments from the DRC dated June 22, 2021.

4. A landscaping plan in compliance with the Unified Development Code shall be required prior to building permit issuance.
5. A survey of the property with spot elevations as required by the City Engineer to determine and direct surface water runoff on the site.
6. Calculations shall be provided for existing and proposed impervious surface areas.
7. Connection to the City sewer system is required per Sec. 28-99 of City Codes. The non-standard sewer access charge rate of \$5,865 in this case based on a two-bay auto service facility sewer use.
8. This application shall meet the Development Standards listed in Sec. 7-30 of the Unified Development Ordinance for major auto repair businesses.
9. This conditional use permit shall not be effective until the effective date of the ordinance to rezone the subject site to C-2 Highway Commercial District.

RECOMMENDATION

Staff recommends approval of the requested CUP for a Major Auto Repair use at 1507 St. Paul Avenue subject to proposed conditions of approval.

Attachments:

1. Draft Resolution
2. Application Materials and Maps

From: [Kevin Thurnau](#)
To: [Peter Waldock](#)
Subject: Conditional Use Permit, 1507 St. Paul Ave
Date: Thursday, July 1, 2021 6:22:48 PM

I will not be able to attend the meeting on July 6th but I would like to express my opinion on this matter.

I built the first home on Orchard Height Court and did so because it was a quiet area and there was no through traffic. The idea of a "major auto repair facility for Heavy Metal Customs" tells me we can expect a lot of engine noise, car body parts, various other liquid containers and equipment sitting around the building property. I can't see how this can be very good for our home values and becomes an eye sore. This sounds like something that should be in the commercial area of town or closer to an industrial park area. What else does this lead to as far as commercial businesses? I do NOT support this application.

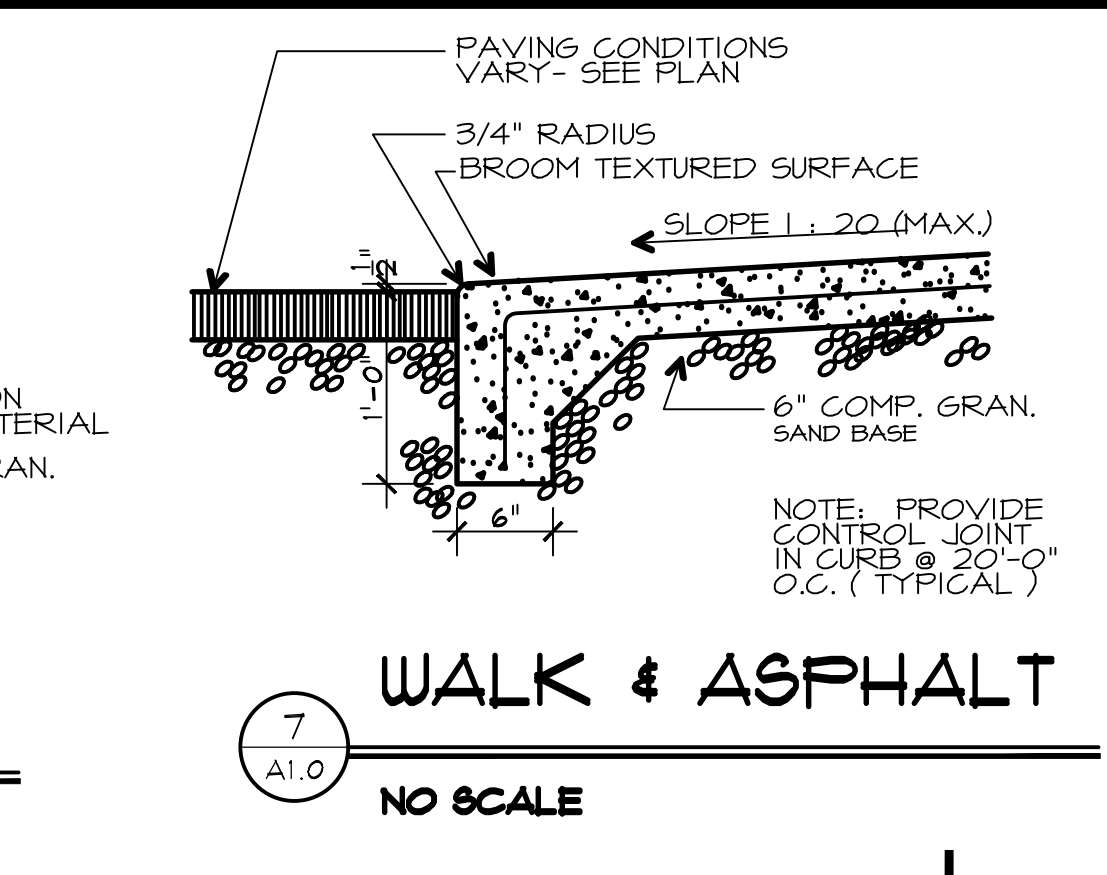
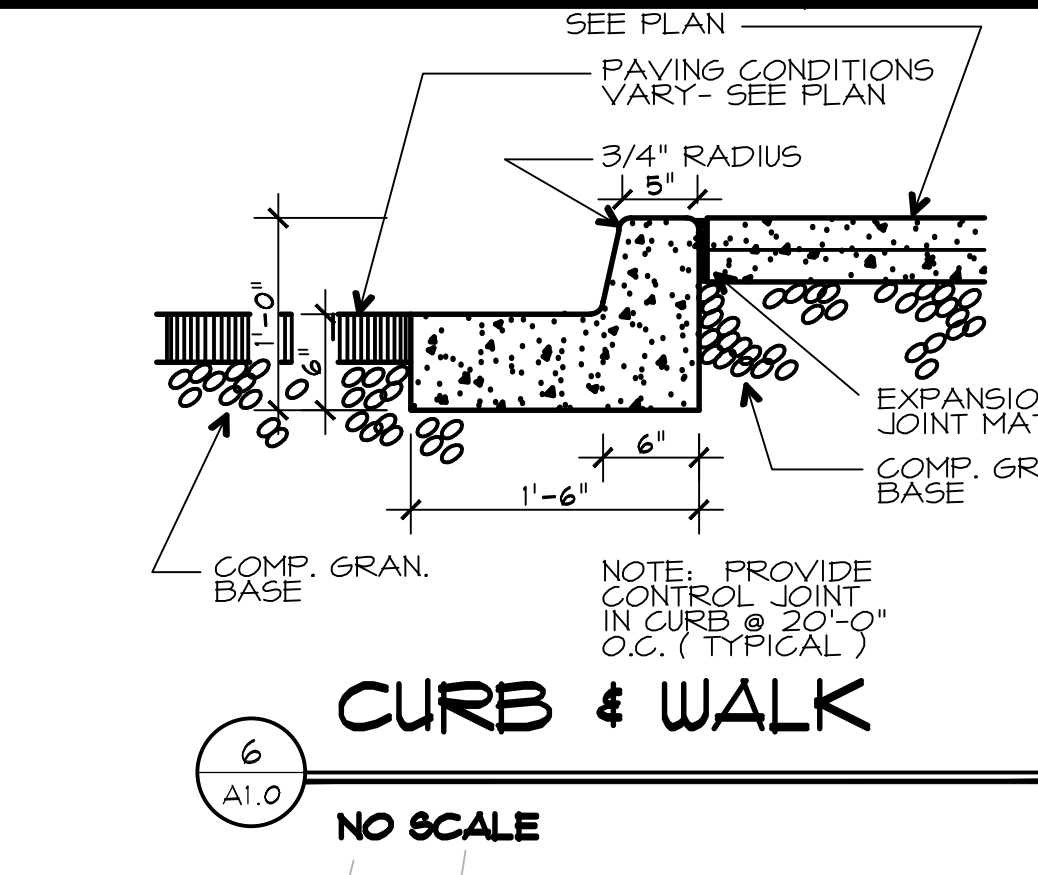
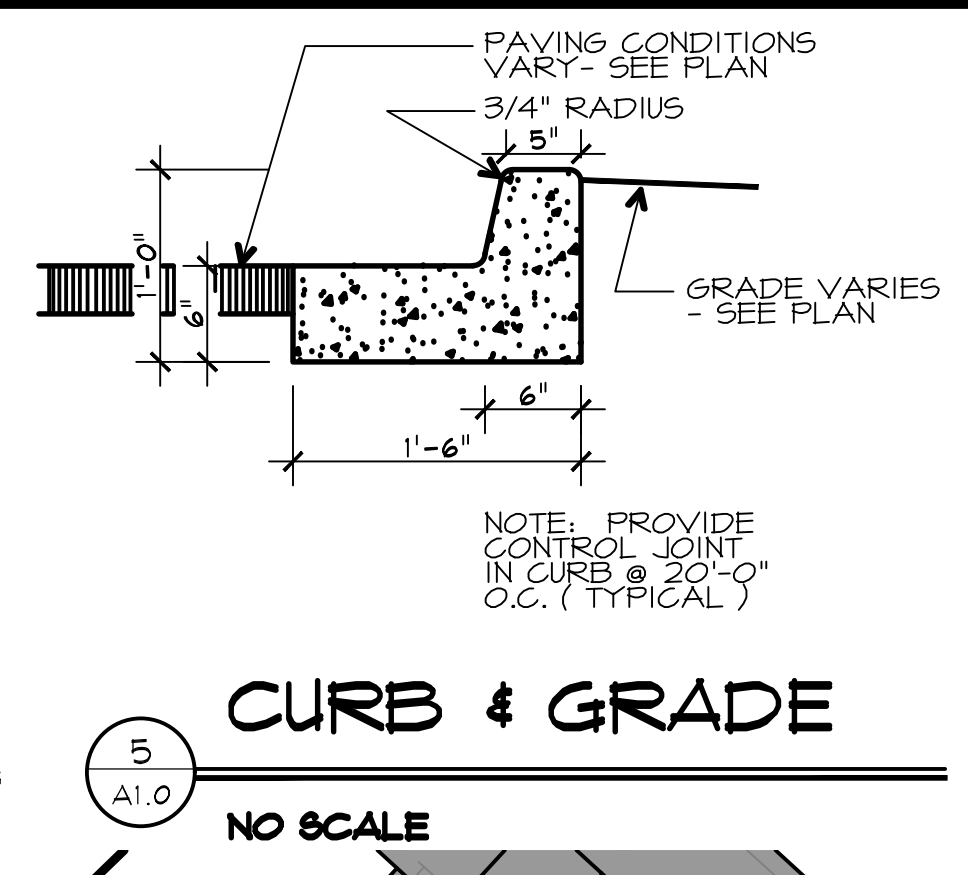
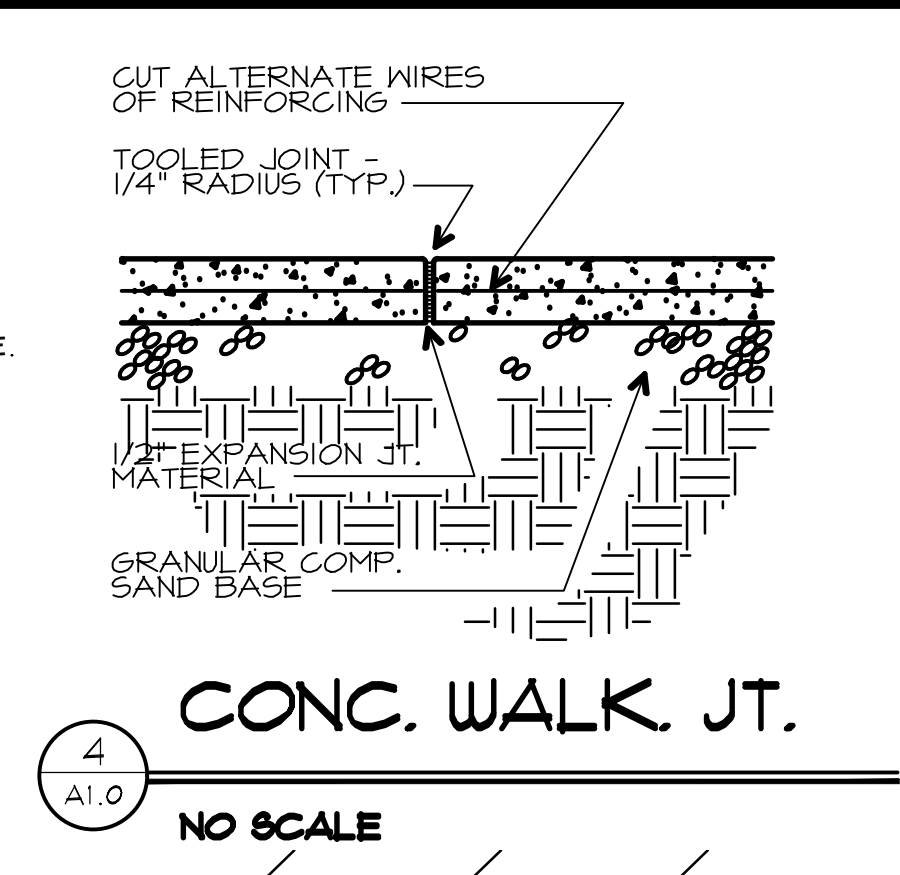
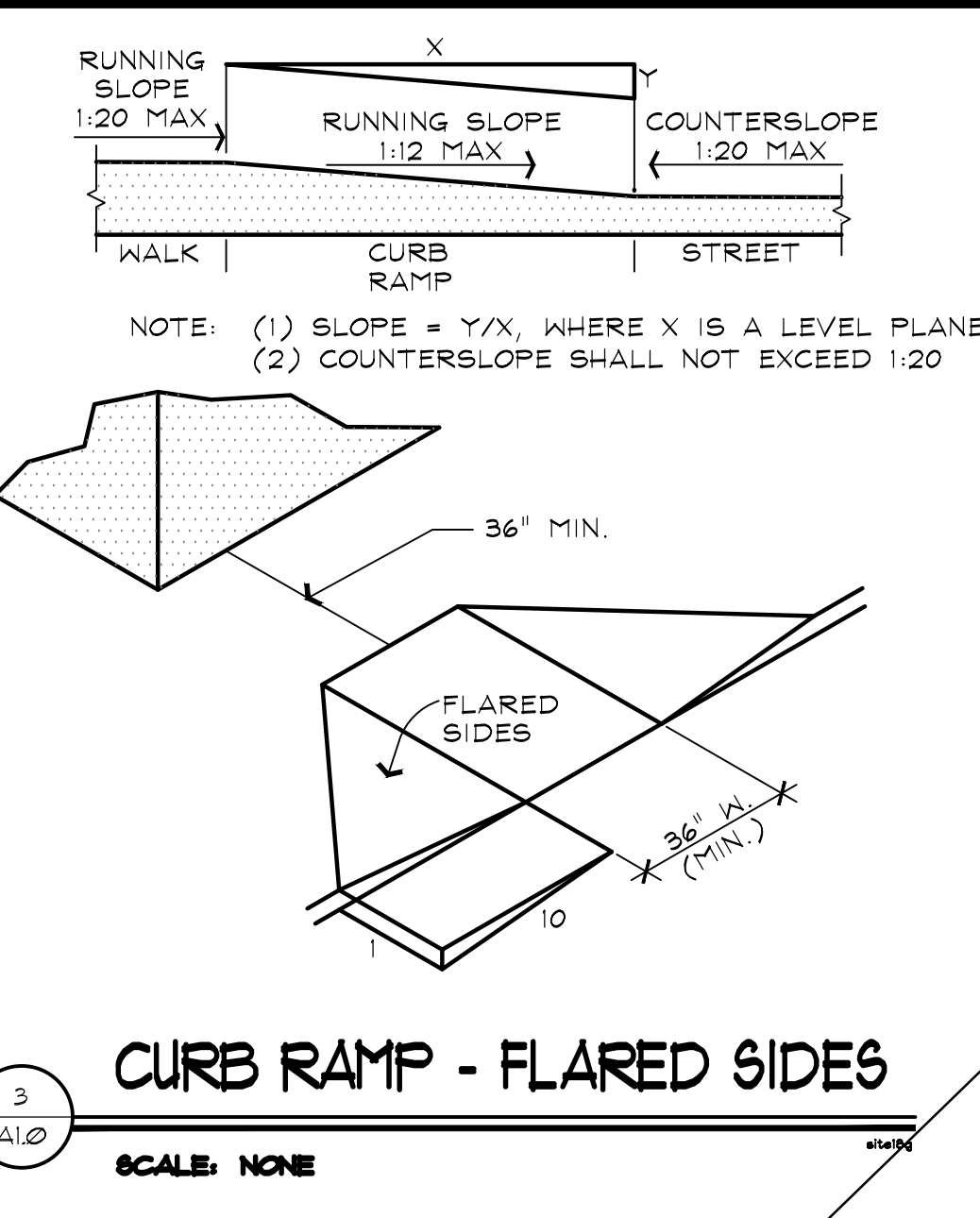
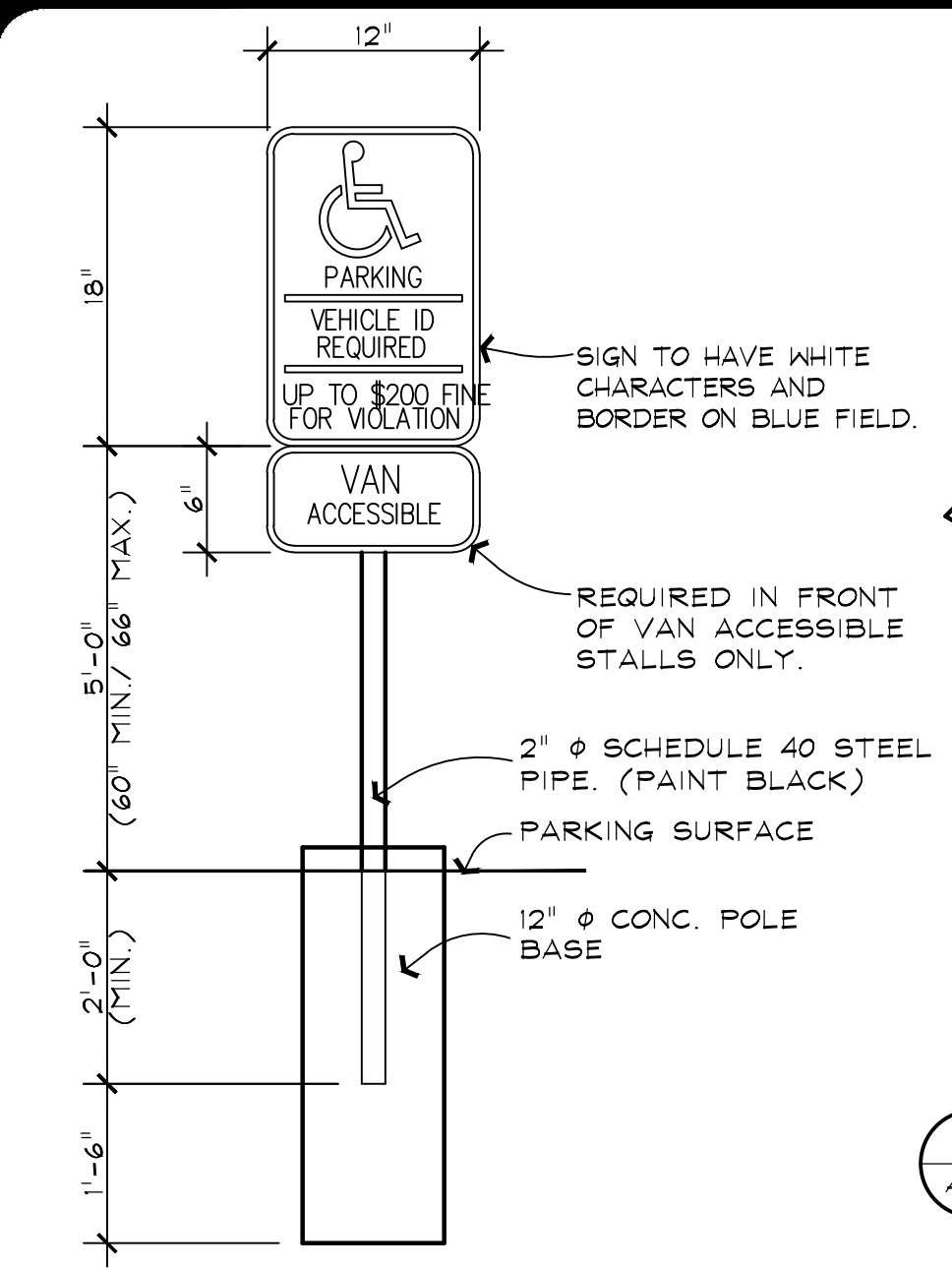
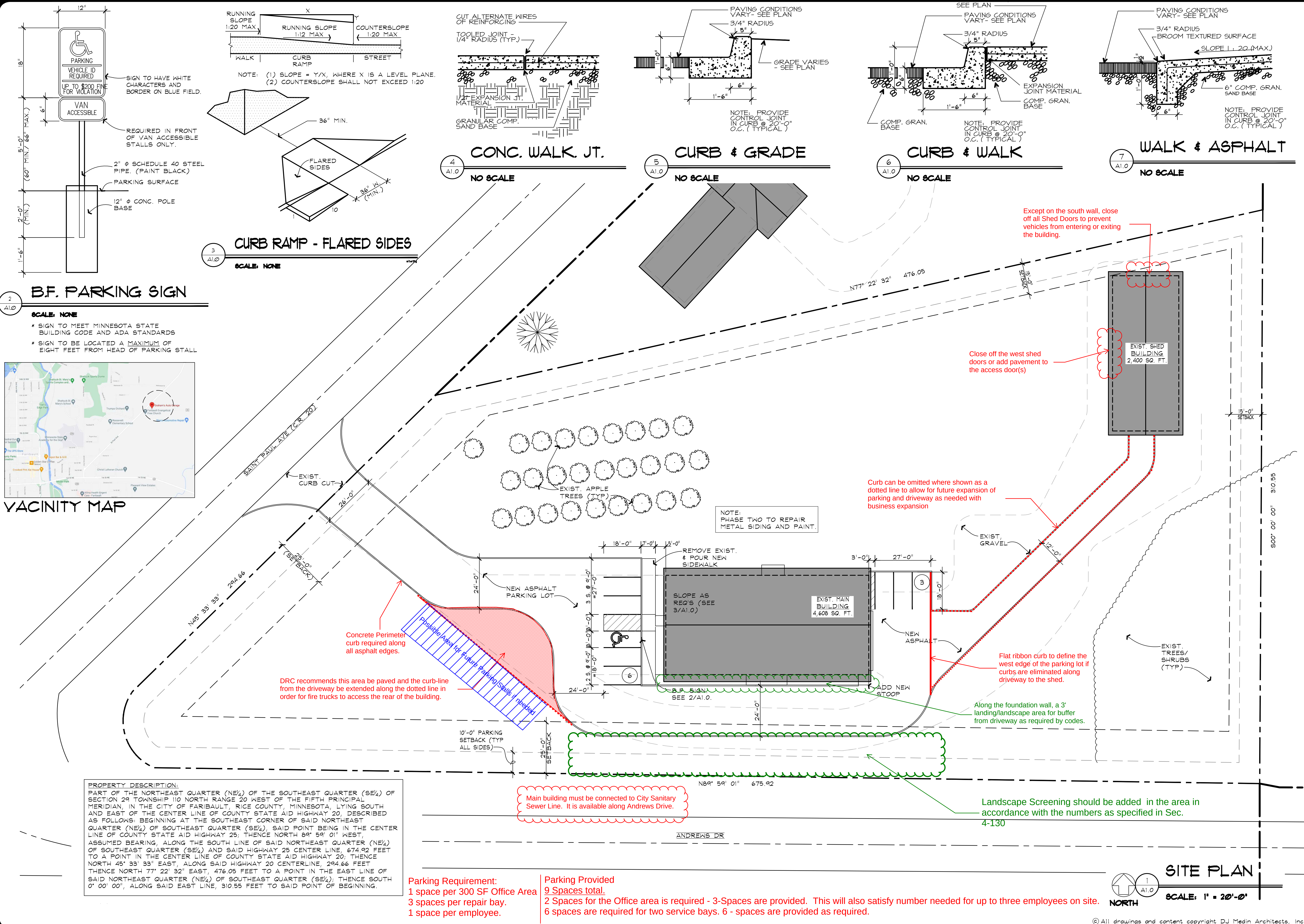
Kevin C. Thurnau
913 Orchard Heights Court
Faribault, MN

April 26th, 2021

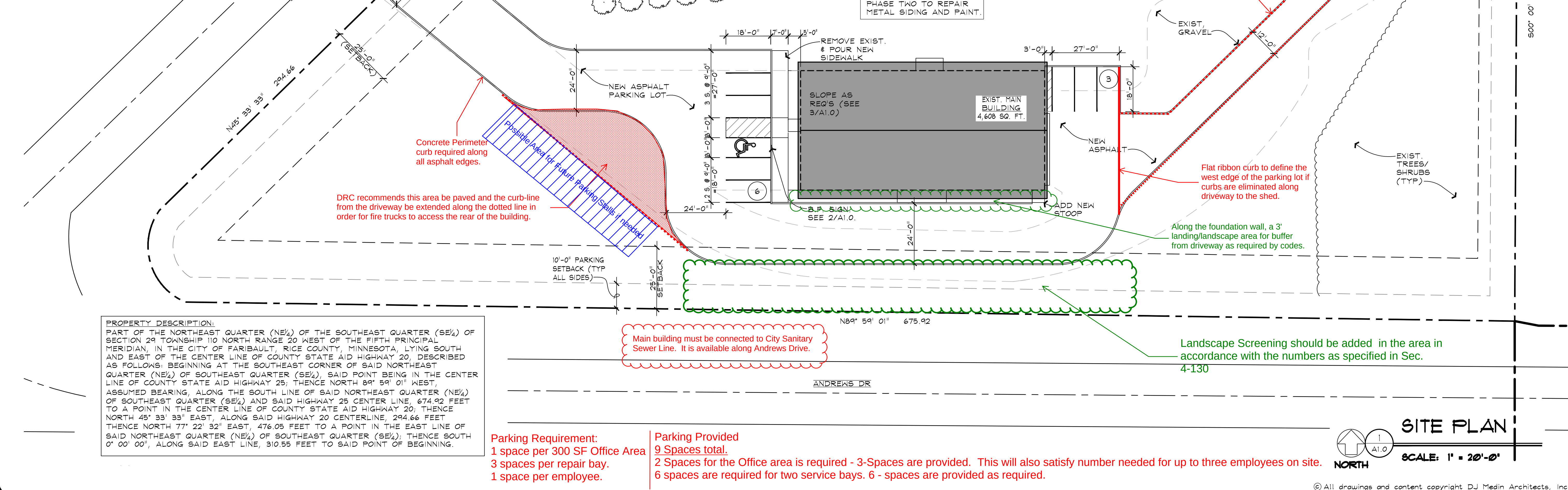
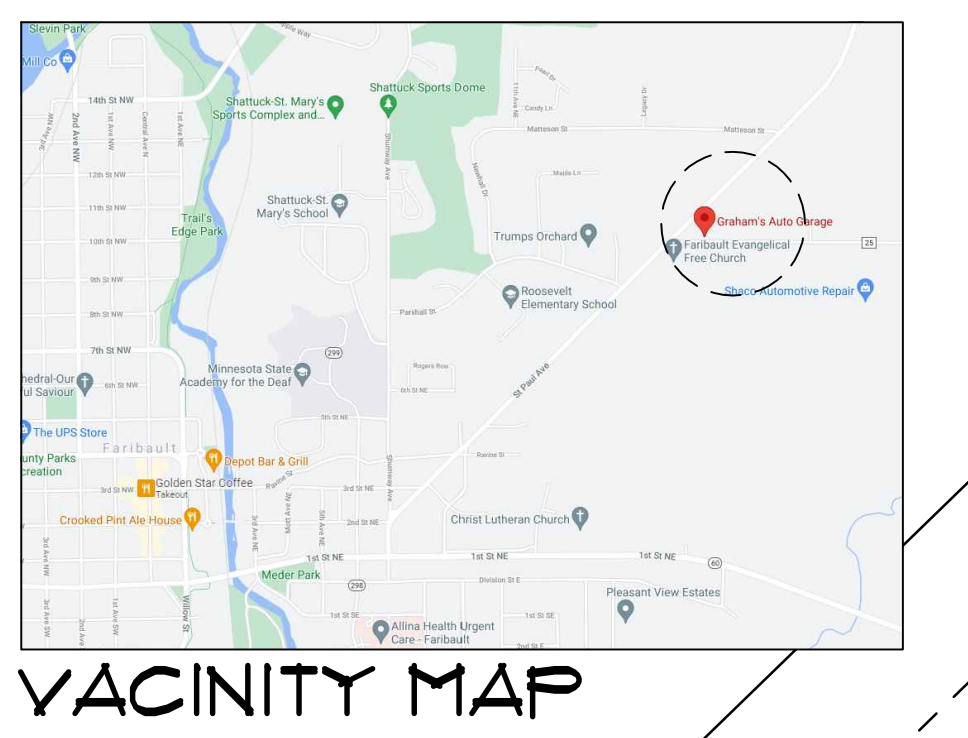
Re: Conditional Use Permit: Required supplemental information for the property of 1507 Saint Paul Road, Faribault, MN 55021

- 1) Describe the project in detail: The size of the existing structures is provided in the site plan. The type of business we are proposing to operate is an Auto Repair business and an Auto Restoration/Customization business. Currently, the only modifications we are proposing to the existing main building include exterior paint and new signage. Any interior modifications will be determined by the building codes assessment. We are not proposing any changes to the second building on the property at this time. The hours of business operation will be 8 am-4:30 pm and the clientele will be Auto Repair and Custom/Restoration patrons. The business will employ 2 individuals including Mike Graham, business and property owner. Vehicles will be received at the front door, picked up by an employee for service, then returned to the front door for customer pickup. All deliveries will be received at the front door.
- 2) Development schedule is as follows:
 - a. Paint exterior of main building (rendering included) = 1-2 years
 - b. Add Exterior Signage = 6 months to 1 year
 - c. Pave Parking Lot = 1-2 years
 - d. Pave Driveways = 3-4 years (main driveway and access from Andrews Drive if approved)
 - e. City Sewer Hookup = 5-7 years
- 3) Summary explaining how the proposed use is compatible with the neighborhood: The proposed use is compatible with the neighborhood and will not create any conflict. There will not be any environmental, noise, or esthetic issues that would disrupt the neighborhood. Adding a service oriented business will provide a local option for residents seeking auto repair or custom/restoration services.
- 4) Summary explaining how the proposed development will impact traffic: Traffic impact will be very minimal, and should not affect the local residents.
- 5) Statement regarding why we feel the conditional use permit should be approved: Approval of this permit will allow us to relocate an existing business and open a new business in the Faribault community. We believe the services we are proposing to offer will benefit the local

residents of Faribault and by approving this permit, you will allow us to invest our time and money in the city of Faribault vs another city.



B.F. PARKING SIGN
SCALE: NONE
* SIGN TO MEET MINNESOTA STATE BUILDING CODE AND ADA STANDARDS
* SIGN TO BE LOCATED A MAXIMUM OF EIGHT FEET FROM HEAD OF PARKING STALL



PROPERTY DESCRIPTION:
PART OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 29 TOWNSHIP 110 NORTH RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, LYING SOUTH AND EAST OF THE CENTER LINE OF COUNTY STATE AID HIGHWAY 20, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SOUTHEAST QUARTER (SE $\frac{1}{4}$), SAID POINT BEING IN THE CENTER LINE OF COUNTY STATE AID HIGHWAY 20; THENCE NORTH 89° 59' 01" WEST, ASSUMED BEARING, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SOUTHEAST QUARTER (SE $\frac{1}{4}$) AND SAID HIGHWAY 25 CENTER LINE, 674.92 FEET TO A POINT IN THE CENTER LINE OF COUNTY STATE AID HIGHWAY 20; THENCE NORTH 45° 33' 33" EAST, ALONG SAID HIGHWAY 20 CENTERLINE, 294.66 FEET THENCE NORTH 77° 22' 32" EAST, 476.05 FEET TO A POINT IN THE EAST LINE OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SOUTHEAST QUARTER (SE $\frac{1}{4}$); THENCE SOUTH 0° 00' 00", ALONG SAID EAST LINE, 310.55 FEET TO SAID POINT OF BEGINNING.

Parking Requirement:
1 space per 300 SF Office Area
3 spaces per repair bay.
1 space per employee.

Parking Provided
9 Spaces total.
2 Spaces for the Office area is required - 3-Spaces are provided. This will also satisfy number needed for up to three employees on site.
6 spaces are required for two service bays. 6 - spaces are provided as required.

DESIGNED	DJM
DRAWN	LMM
CHECKED	DJM
PROJECT	21-011
REVISIONS	
RELEASED FOR FOUNDATION PERMIT	
RELEASED FOR PERMIT	

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. (architectural only)

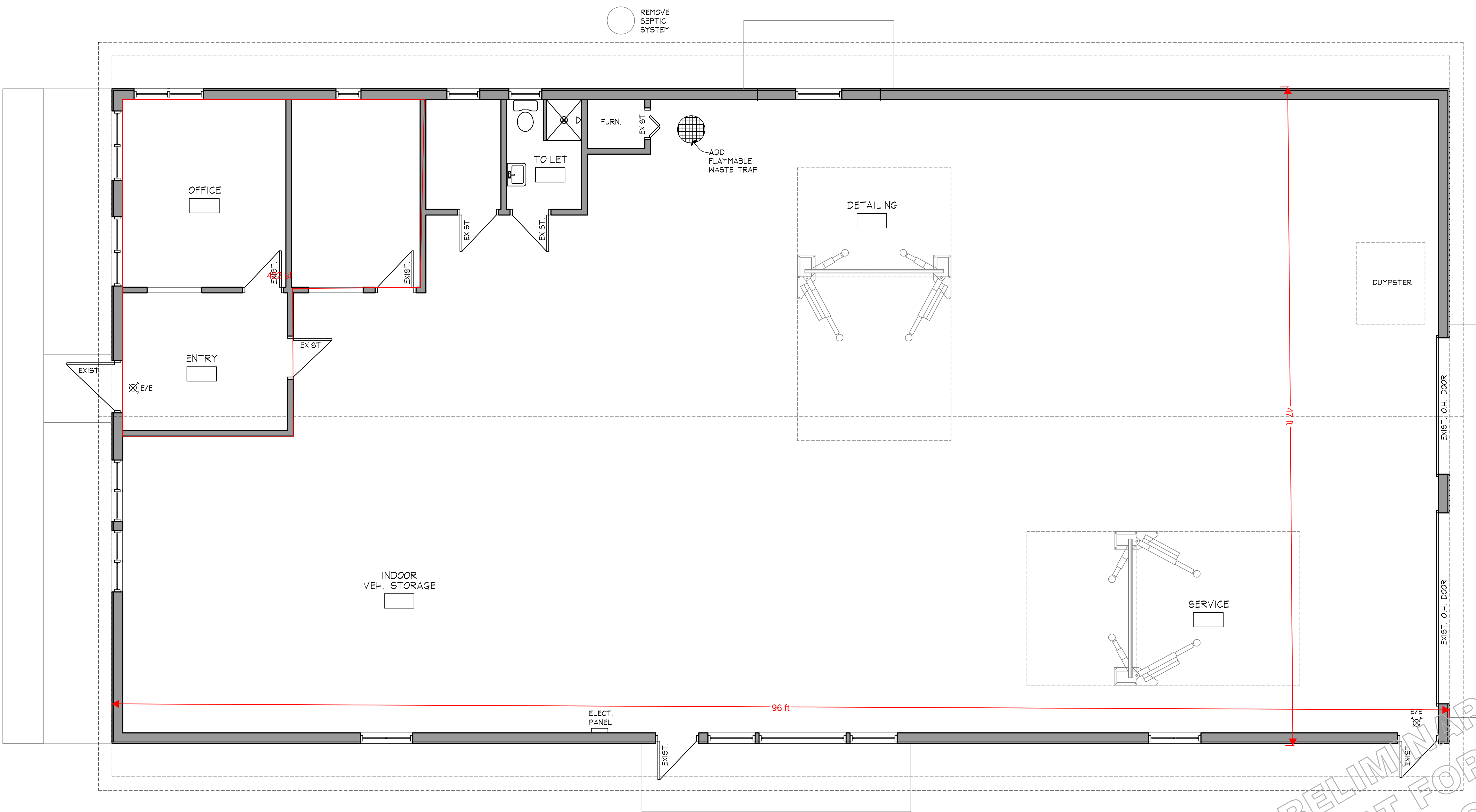
DAVID J. MEDIN
License No. 9898
Date Jun 03, 2021

GRAHAM PROPERTY
FARIBAULT, MINNESOTA.

DJ MEDIN
architects, inc.
203 n.w. First Ave.
Faribault, MN 55021
507/334-2252

SITE PLAN
SCALE: 1" = 20'-0"
NORTH

A1.0



Review Notes:
Two Service Bays shown.
2 employees according the application summary provided.
422 SF of office area as outlined above.



1

A3.0

FLOOR PLAN

SCALE: 1/4" = 1'-0"

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DESIGNED	DJM
DRAWN	
CHECKED	DJM
PROJECT	21-011
REVISIONS	

RELEASED FOR FOUNDATION PERMIT

RELEASED FOR PERMIT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. (architectural only)

DAVID J. MEDIN

License No. 0808

Date Jun 03, 2021

GRAHAM
PROPERTY
FARIBAULT, MINNESOTA.

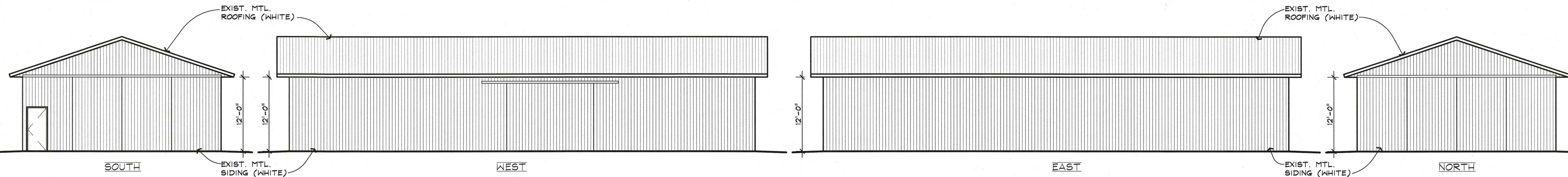


architects, inc.
203 n.w. First Ave.
Faribault, MN 55021

507/334-2252

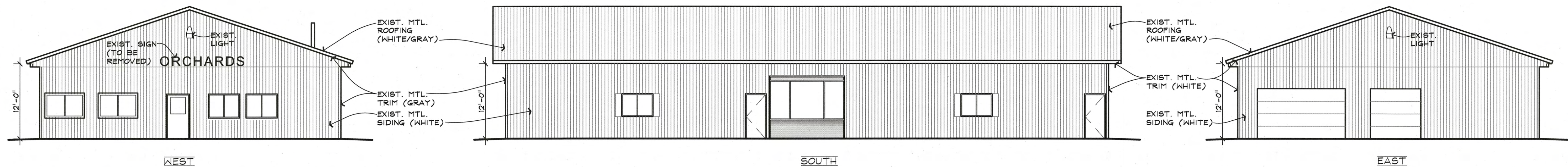
FLOOR PLAN

A3.0



EXIST. EXTERIOR ELEVATIONS - SHED

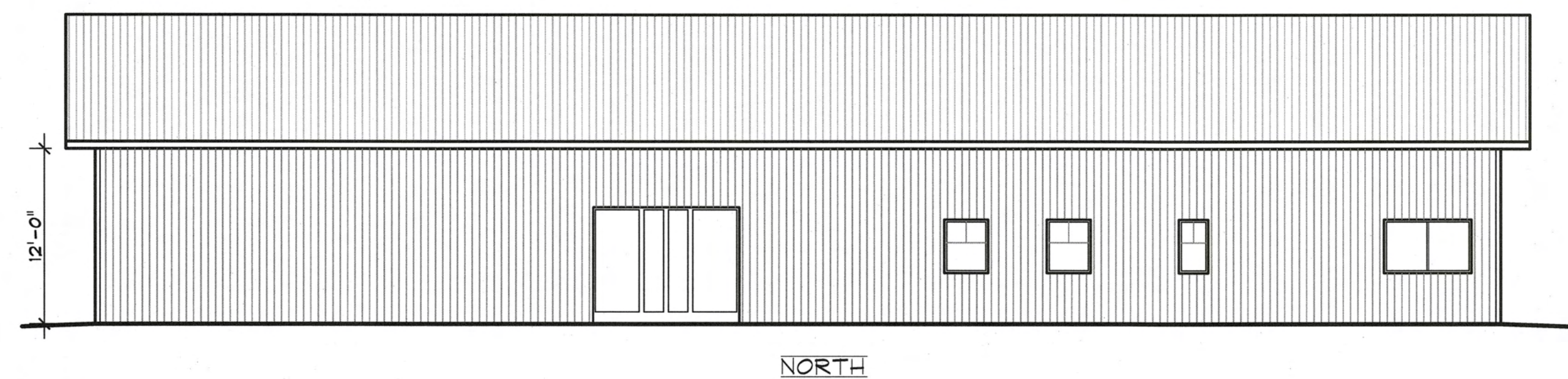
SCALE: 1/8" = 1'-0"



EXIST. EXTERIOR ELEVATIONS - MAIN

SCALE: 1/8" = 1'-0"

- FUTURE ELEVATION NOTES:**
1. PAINT EXISTING METAL SIDING MEDIUM TO LIGHT GRAY.
 2. PAINT EXISTING CORNER AND EAVE TRIM DARK GRAY.
 3. PAINT EXISTING WINDOW AND DOOR TRIM WHITE.



FUTURE MAIN FRONT (WEST) ELEVATION

SCALE: 3/8" = 1'-0"

- SITE PLAN GENERAL NOTES:**
1. ALL SITE UTILITIES ARE SHOWN AS APPROXIMATE. SUBCONTRACTOR TO VERIFY SIZE AND LOCATION OF EXISTING UTILITIES WITH RESPECTIVE UTILITY COMPANIES PRIOR TO EXCAVATION OF SITE.
 2. APPROACHES: REMOVE/ REVISE/ REPLACE EXISTING SITE APPROACHES AND CONCRETE WALKS AS PER CITY SPECIFICATIONS.
 3. MAXIMUM SLOPE FOR AN EXTERIOR BARRIER FREE APPROACHES NOT TO EXCEED 1:20 SLOPE. PROVIDE PAINTED SYMBOLS IN DESIGNATED AREAS.
 4. REMOVE EXISTING LANDSCAPING AS REQUIRED. SAVE AS MANY PLANTINGS AND TREES AS (OR IF) POSSIBLE.
 5. BITUMINOUS PAVING: (AUTO-TRAFFIC) 1 1/2" MNDOT #2341 WEARING BITUM. SURFACE OVER 1 1/2" MNDOT #2331 BITUMINOUS BASE OVER 6" MNDOT CLASS V AGGREGATE BASE.
 6. COORDINATE UTILITY LOCATIONS WITH UTILITY SUPPLIERS. STUB IN LOCATIONS TO BE COORDINATED WITH GENERAL CONTRACTOR AND SUB-CONTRACTORS.
 7. ELECTRICAL CONTRACTOR TO PROVIDE CONDUITS FOR SITE LIGHTING AND SIGNAGE AND PROVIDE STUB-OUTS FOR FUTURE IF NEEDED.
 8. ALL EXTERIOR LIGHTING, INCLUDING THOSE ON POLES AND ATTACHED ON BUILDING, SHOULD BE DESIGNED AS 'CUTOFF' STYLE.
 9. REPAIR/ REPLACE DAMAGED OR CRACKED EXISTING SIDEWALKS.
 10. ALL CONCRETE CURBS, WALKS AND CONCRETE APPROACHES TO BE IN ACCORDANCE WITH STATE AND LOCAL CODE SPECIFICATIONS.
 11. CONTRACTOR TO REMOVE EXISTING STRUCTURES, PAVING, CURBING AND SIGNAGE PRIOR TO CONSTRUCTION.

DESIGNED	DJM
DRAWN	LMM
CHECKED	DJM
PROJECT	21-011
REVISIONS	

RELEASED FOR FOUNDATION PERMIT

RELEASED FOR PERMIT

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. (architectural only)

DAVID J. MEDIN

License No. 9898

Date Apr 23, 2021

GRAHAM PROPERTY
FARIBAULT, MINNESOTA.

DJ MEDIN
architects, inc.
203 n.w. First Ave.
Faribault, MN 55021

507/334-2252

EXTERIOR
ELEVATIONS

A2.0

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Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-137 Approve a Conditional Use Permit to Establish a Self-Service Outdoor Storage Facility at 1612 7th Street NW in the Shoreland Protection District

Background:

On May 13th, the City received an application for a Conditional Use Permit (CUP) for Shoreland District Development and a site plan review for construction of site improvements for a new outdoor self-storage lot at the Former Land-O'Lakes plant at 1612 7th Street NW. This location is zoned I-2, Heavy Industrial District with a Shoreland Overlay on the east portion of the site along Crocker's Creek. The proposal also includes an approximate 7,500 square feet of heated interior self-storage area and 1,082 square feet of office space in the west building (outside of the Shoreland District Boundary).

The owners plan to remove paved areas within the 7th Street NW right of way and a paved area at the southeast corner of the site within the floodplain. New pavement will be installed in the north portion of the site over a currently gravel surfaced area. The easterly buildings will remain warehouse and office as currently used. A 6-foot tall chain link fence with privacy slats are planned for the area between the buildings for 10 exterior self-storage spaces. The fence will have an angled barbed wire deterrent top. The eastern portion of the site will have 60 outdoor self-service storage spaces on pavement. That area will be fenced as well.

New LED lighting with downcast will be added to reduce glare off site. The owners are planning to install security cameras to monitor the site. Hours of operation are between 6 AM and 10 PM with card code access to the storage areas. The business will operate on an appointment basis for new customers, and will not have full-time staff on site.

On June 21, 2021 the Planning Commission, after proper notice, held a public hearing regarding this request. There was one neighboring property owner in attendance. The neighbor expressed concern over the

current lack of maintenance at the site and concern over the some of the conduct at the site. The owners responded that this application will address these concerns by improving the property significantly. The project, if approved, will increase security at the site and that will reduce trespassing in the back of site which had been a concern.

The Planning Commission voted 4-0 to approve the findings in support of the Conditional Use Permit for Shoreland Development as requested and as recommended by City Staff.

Recommendation:

Adopt Resolution 2021-137 to approve a Conditional Use Permit to establish a self service outdoor storage facility in Shoreland Protection District at 1612 7th Street NW

Attachments:

1. 7D. Res. 2021-137 CUP for Shoreland Development 1612 7th St. NW (REVISED Exh B)
2. Planning Commission Reports

CITY OF FARIBAULT

RESOLUTION #2021-137

APPROVE A CONDITIONAL USE PERMIT TO ESTABLISH A SELF-SERVICE OUTDOOR STORAGE FACILITY AT 1612 7TH STREET NW IN THE SHORELAND PROTECTION DISTRICT

WHEREAS, Leon Endres, applicant and partner in the ownership group, on behalf of Energy Technology Limited of Minnesota LLC, owner, have requested a conditional use permit to establish a self-service storage facility in the Shoreland Overlay District at 1612 7th Street NW, legally described in Exhibit A attached hereto; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission pertaining to said request (CUP 40-19), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 21st day of June, 2021, following proper notice, held a public hearing regarding the request, and following said public hearing made findings and recommended that the City Council approve the request; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the requested conditional use permit based on the following findings as required by Section 2-300 of the City of Faribault, 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.

The proposed self-storage use at the former Land O'Lakes facility site as proposed, brings a needed use to an underutilized site adding value to area.

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.

The proposed improvements will help clean up an underutilized industrial site near Crocker's Creek that will be compatible with surrounding property and an improvement over past uses at the site.

- 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.**

The development is designed to be compatible with surrounding and nearby uses and will provide stormwater filtration and reduction of hard surface area in flood way of the creek.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

The proposal will increase stormwater filtration by reducing hard surface area and providing a new planted filtration area near the create.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

The new use proposed at this site will not be a detriment to property values in the area.

- 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.**

The site has adequate capacity for public utilities, street capacity and access. There is sufficient police and fire protection levels in place for this use and it will not generate a need for further City services, or additional schools.

- 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.**

There are sufficient public facilities in place for this use and it will not generate a need for further City services. The proposed use will benefit 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.**

There is adequate onsite traffic circulation provided in this design.

- 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.**

The redevelopment of this site will not result in damage or destruction of natural or historic features.

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.

The project is designed to meet current land use policies and plans.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

The project conforms to applicable regulations of the district and applicable requirements for approval within the ordinance.

WHEREAS, the City Council, on the 13th day of July, 2021, at a public meeting considered the request; and

WHEREAS, the City Council concurs with all of the determinations and findings of the Planning Commission as stated in the above recitals and hereby makes the identical determinations and findings.

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

Section 1: Incorporation of Recitals and Exhibits. The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2: Approval of a Conditional Use Permits. As authorized in Section 2-290 of the City of Faribault Unified Development Ordinance and in accordance with the required findings listed in Section 2-300 of the City of Faribault, Unified Development Ordinance, as stated in the recitals above, a conditional use permit for establishment of an outdoor self-storage facility in the Shoreland Protection Overlay District at the subject property located at 1612 7th Street NW in accordance with plans attached as Exhibit B (site plan) as approved by the City Council.

Section 3: Conditions of Approval. As authorized in Section 2-310 of the City of Faribault, Unified Development Ordinance, the following conditions of approval are deemed necessary by the City Council to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in City ordinances are as follows:

1. Construction and Design shall result in the minimum necessary new impervious surface coverage at the site and shall not exceed 70% coverage within the Shoreland Overlay District boundary area.
2. Stormwater Management for this project shall be as determined by the City Engineer in accordance with City Ordinances.
3. Security cameras shall be provided in accordance with letter dated June

15, 2021 from Tushie Montgomery Architects.

4. Knox Box other similar device approved by the Fire Chief, shall be provided for emergency access into the gated area and rear of the building.
5. The sidewalk in 7th Street right of way is not needed by the City and should removed and restored with sod.
6. The pavement north of the street right of in the east parking lot shall be removed and area restored with grass or ground cover to establish the required 10' parking lot setback from the street.
7. An accessible entrance to the main building from the east parking lot must be provided upon any future change of use within this building that meets the Americans with Disability Act (ADA) requirements as consistent with State Laws.
8. An emergency pass through gate at the north shall be required.
9. Gravel surface west of the north gate, within the required rear setback area of 5' from the north property line shall be removed and restored grass.
10. The gravel surface south of the trail on Faribault Economic Development Authority property adjacent and north of the subject site, shall be removed and restored with grass.
11. The City Administrator is authorized to approve plan revisions to carry out the intent of this resolution.

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

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A Legal Description

DESCRIPTION OF PROPERTY SURVEYED

Parcel 1:

All that part of the East 330 feet of the SE 1/4 SW 1/4 of Sec. 25, T110N, R21W of the 5th P.M., in the City of Faribault, Rice County, Minnesota, described as follows, to-wit: Beginning at a point on the East line of the said SW 1/4 of Sec. 25, 33.00 feet North of the SE corner of the said SW 1/4, said point being on the Northwestern line of Seventh Street, in said City of Faribault; thence North along the said East line of the SW 1/4 of Sec. 25, 230.00 feet to the Southeastern line of the Chicago, Great Western Railroad Company Right-of-way; thence Southwesterly, along said Right-of-way line, deflecting to the left on a curve whose radius is 2814.93 feet, an arc distance of 118.37 feet; thence South parallel with, and 110.00 feet distant West of the East line of the SW 1/4 of Sec. 25, about 190.98 feet to the said Northwestern line of Seventh Street; thence Northeasterly along the said Northwestern line to Seventh Street, 110.10 feet to the point of beginning.

Parcel 2:

That part of the SE 1/4 SW 1/4 and the SW 1/4 SE 1/4 of Sec. 25, T110N, R21W of the 5th P.M., Rice County, Minnesota, bounded as follows: on the Southeast by a line parallel with and distant 50.00 feet Southeastern, measured at right angles and radially, from the center line of the main track of the Minnesota Central Railroad Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Sec. 25; on the Northwest by a line parallel with and distant 9.00 feet Southeastern, measured at right angles and radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main track is now located and on the East and West by lines parallel with and distant 135.3 feet and 708.0 feet, respectively, Westerly, measured at right angles, from the West line of U.S. Highway No. 65, as established by Easement Deed dated January 21, 1954, between the Chicago Great Western Railway Company and the State of Minnesota.

Parcel 3:

All that part of the SW 1/4 SE 1/4 of Sec. 25, T110N, R21W of the 5th P.M., in the City of Faribault, Rice County, Minnesota, described as follows, to-wit: Beginning at a point 33.00 feet North of the SW corner thereof; thence East, along the North line of Seventh Street Northwest in the said City of Faribault a distance of 410.00 feet; thence North a distance of 231.00 feet; thence East a distance of 135.00 feet to a point 461.52 feet West of the East line of Hulet Avenue in the said City of Faribault; thence North, parallel with the West line of said Hulet Avenue a distance of about 297.66 feet to a point that is 8 chains and 51 links (or 561.66 feet) North of the South line of said SW 1/4 of said Sec. 25; thence West a distance of 545.00 feet to a point in the West line of the said SW 1/4 SE 1/4 of said Sec. 25; thence South along the West line of said SW 1/4 SE 1/4 of said Sec. 25 a distance of 528.66 feet to the place of beginning.

EXCEPTING THEREFROM the rights-of-way of the following railroads, to-wit:

(No. 1) Minnesota Central Railway Company (now known as the Chicago Great Western Railway Company);

(No. 2) The Chicago, Milwaukee & St. Paul Railway Company (now known as the Chicago, Milwaukee, St. Paul and Pacific Railroad Company) as the same are set out in Warranty Deeds of Record in the office of the Register of Deeds in and for Rice County, Minnesota, in Book 48 of Deeds on Pages 97 and 98 and in Book 69 of Deeds on Pages 320, 321, and 322 respectively.

AND EXCEPTING THEREFROM the two following described parcels:

(No. 3) Part of the SE 1/4 of Sec. 25, T110N, R21W of the 5th P.M., in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at the SW corner of said SE 1/4; thence Northerly along the West line of said SE 1/4 33.00 feet; thence Easterly along the Northerly line of Seventh Street and parallel with the South line of said SE 1/4 479.67 feet; thence Northerly at right angles to said South line of SE 1/4, 231.00 feet to the true point of beginning of the parcel to be herein described; thence Easterly parallel with said South line of SE 1/4 65.33 feet; thence Northerly at right angles to said South line 151.40 feet to a point in the Southeastern right of way of the Chicago and Northwestern Railway Company; thence Southwesterly, along said Southeastern railway right of way line, 67.41 feet; thence Southerly, at right angles to said South line, 134.80 feet to said true point of beginning, more or less;

(No. 4) and all that part of the SW 1/4 SE 1/4 of Sec. 25, T110N, R21W of the 5th P.M., in the City of Faribault, Rice County, Minnesota, described as follows, to-wit: Beginning at the SW corner of the SW 1/4 SE 1/4; thence Northerly along the West line of said SW 1/4 SE 1/4 (for purposes of this description, bearing of said West line is assumed to bear North 00 degrees 00 minutes 00 seconds) a distance of 561.66 feet to the true point of beginning; thence North 89 degrees 28 minutes 30 seconds East a distance of 506.90 feet to a point in said Northwestern right of way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence Southwesterly along said Railroad right of way line to a point in said West line of said SW 1/4 SE 1/4; thence North along said West line of said SW 1/4 SE 1/4 to said true point of beginning,

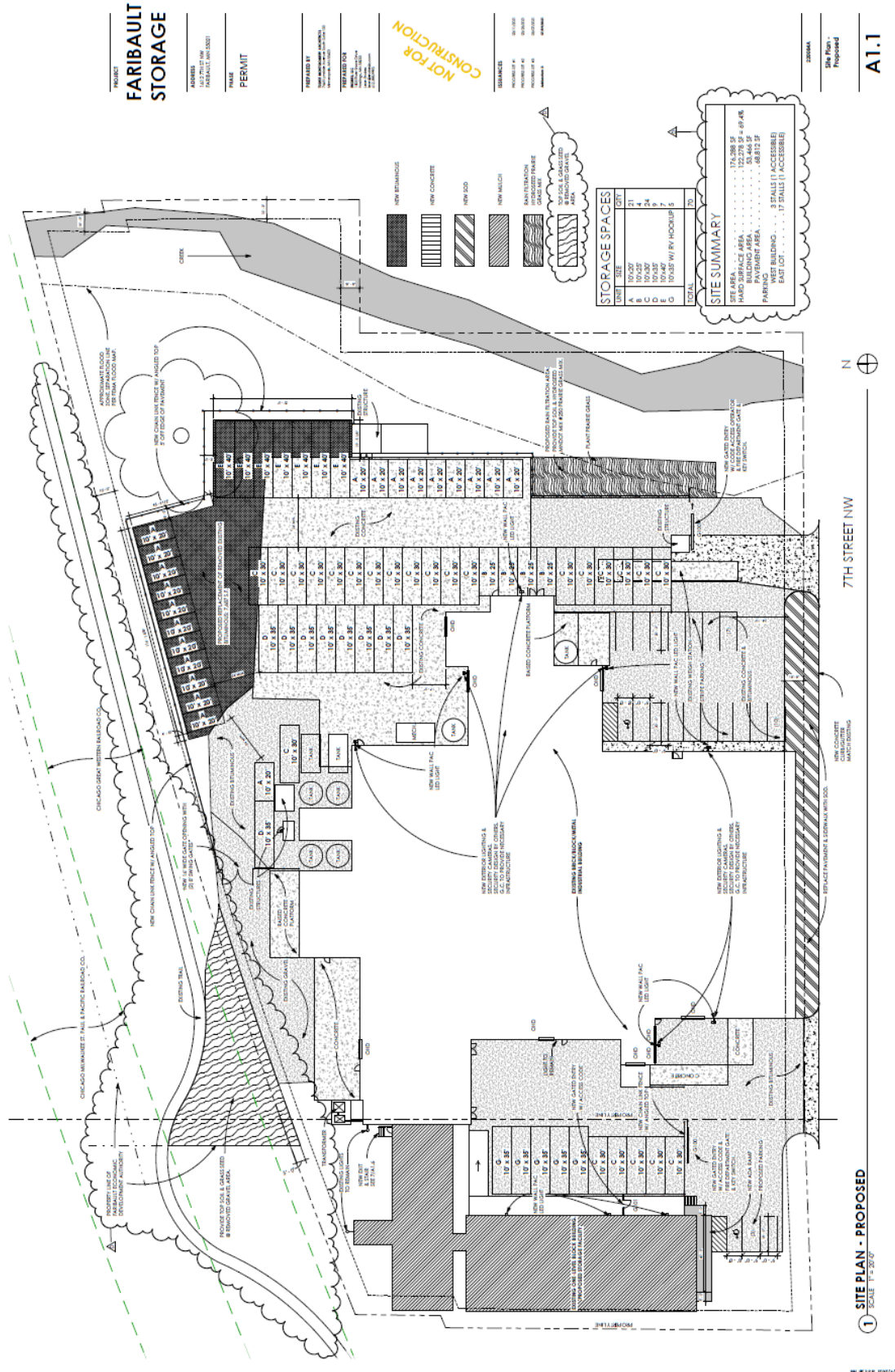
FURTHERMORE EXCEPTING the following described parcels:

(No. 5) All that property lying Northerly of the Chicago Milwaukee St. Paul and Pacific Railway Co., Railroad Right of Way, and

(No. 6) All that property lying Southerly and Easterly of the following described line, and its extensions:

Commencing at the SW corner of said SE 1/4; thence Northerly along the West line of said SE 1/4 33.00 feet; thence Easterly along the Northerly line of Seventh Street and parallel with the South line of said SE 1/4 410.00 feet to the point of beginning of the line to be herein described; thence Northerly, at a right angle to said South line of the SE 1/4, to a point in the Southeastern right of way of the Chicago and Northwestern Railway Company, and there terminating.

Exhibit B Site Plan



FARIBAULT PLANNING COMMISSION

JUNE 21, 2021 PUBLIC HEARING

Case Number and Request:	CUP 21-023 Application for a Conditional Use Permit (CUP) to establish a self-service outdoor storage facility at 1612 7th Street NW in the I-2 Heavy Industrial District and Shoreland Protection Overlay District.
Applicant / Owners:	Leon Endres, Partner/Applicant; Energy Technology Limited of Minnesota LLC owners.
Site Address:	1612 7 th Street NW
Recommendation:	Approve the Requested CUP for Shoreland District Development of a new outdoor self-storage facility at 1612 7 th Street NW
Deadline for Council Action:	July 13, 2021 unless extended by the City
From:	Peter J. Waldock, AICP, Planning Coordinator

SUMMARY OF REQUEST

On May 13th, the City received an application for a Conditional Use Permit for Shoreland District Development and a site plan review for construction of site improvements for a new outdoor self-storage lot at the Former Land-O'Lakes plant at 1612 7th Street NW. The proposal also includes about 7,500 SF heated interior self-storage area and 1,082 SF of office space in the west building (outside of the Shoreland District Boundary).

The owners plan to remove paved areas within the 7th Street NW right of way and a paved area at the southeast corner of the site within the floodplain. New pavement will be installed in the north portion of the site over an area currently gravel surfaced. The maximum impervious surface coverage in the Shoreland area will not exceed the 70% limit specified by the UDO. The easterly buildings will remain warehouse and office as currently used.

A 6' tall chain link fence with privacy slats are planned for the area between the buildings for 10 exterior self-storage spaces. The fence will have an angled barbed wire deterrent top. The eastern portion of the site will have 60 outdoor self-service storage spaces on pavement. That area will be fenced as well. New lighting will be LED fixtures downcast to reduce glare off site. They are planning security cameras to monitor the site. Hours of operation are between

6 AM and 10 PM with card code access to the storage areas. They plan to operate on an appointment basis for new customers, and will not have full-time staff on site.

DISCUSSION OF THE PROPOSAL

Zoning. Current zoning is I-2 Heavy Industrial District. The proposed uses are permitted in this district. The DNR has no objections to this application. The DNR Area Hydrologist recommends rain garden filtering areas where possible for stormwater runoff. The application appears to meet UDO requirements in this case.

Setbacks. The plan removes pavement placed in the required 10' front parking setback area along 7th Street as requested by the DRC. The disturbed area will be restored with grass ground cover (sod within the street right of way as required). No variances are required in this case.

Parking. The parking layout has been follows UDO requirements of 20' by 9' stall sizes when adjoining the sidewalk east of the building and adjoining the fence on the east where required.

ADA Accessibility. The existing building does not appear to meet the ADA accessibility for the current office entrance on the east wall of the east building. This is an existing condition without proposed changes to the occupants or use of this portion of the site. The applicants are not required to improve this access to meet current accessibility standards at this location until such time as the use of this building change.

Security and Safety. The plans call for a six-foot-tall chain-link fence with screening slats and an angled deterrent as recommended by the Police Department in this case. The plan includes barbed wire on angled deterrent. Security cameras are planned to cover the entrance gate and corners of the storage area. The site will be lit with security lights. Front fence, facing 7th Street can be built to 8' tall without the angled barbed wire deterrent planned for the rest of the site.

Emergency Access. The Fire Department has requested that a Knox box (or similar devise) for emergency access into the gated area be provided in case of emergency. They have also asked that access to the rear of the building be address with this development plan.

Applicable Code Sections:

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-270
Application for Conditional Use Permit

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-280
and 2-290 regarding Approval Process and Authority.

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-300
Required Findings for Conditional Use Permits

Chapter 2, Article 7, Faribault Unified Development Ordinance, Section 2-310
regarding Conditions of Approval

DEVELOPMENT REVIEW COMMITTEE

The Development Review Committee (DRC) discussed the site plan and variance proposal on June 8, 2021. The DRC supports the application with some conditions to decrease non-conforming aspects of the site, for security and emergency access.

The DRC recommends approval of the variances with following comments and observations:

1. The DRC finds that the application generally meets all requirements of the Unified Development Ordinance and will provide a reduction in hard surface coverage overall in the Shoreland area.
2. The proposal provides better stormwater filtration than current conditions at the site.
3. The Police Department recommends an angled deterrent above the 6' tall chain-link fencing and security cameras.
4. Screening slats are recommended for security reasons and are allowed by ordinance.
5. Rain Garden type filtration is recommended by the DNR Regional Hydrologist for this site.
6. Access gates north of the buildings are needed for Fire Department equipment and personnel.
7. A Knox Box is needed at the front gate for emergency access.
8. Parking stalls on the east lot should be striped per ordinance.
9. The paved area in the 7th Street right of way south of the main building, should be removed and restored with grass.
10. Gravel north of the building in the setback area should be removed and restored with grass.

REQUIRED FINDINGS

Section 2-300 of the UDO includes eleven required findings as a prerequisite for approval of conditional use permits. The draft resolution prepared by staff and provided with this report includes detailed findings specific to this application recommended by staff to address all of the required findings of the ordinance. No additional findings have been provided.

RECOMMENDED CONDITIONS FOR APPROVAL

Section 2-310 of the UDO authorizes the City Council to establish reasonable conditions of approval to reduce or minimize the effect of such variance upon other properties in the neighborhood. The proposed conditions of approval for the outdoor dining enclosure are as follows:

1. Construction and Design shall result in the minimum necessary new impervious surface coverage at the site and shall not exceed 70% coverage within the Shoreland Overlay District boundary area.
2. Stormwater Management for this project shall be as determined by the City Engineer in accordance with City Ordinances.
3. Security cameras shall be provided in accordance with letter dated June 15, 2021 from Tushie Montgomery Architects.
4. Knox Box other similar device approved by the Fire Chief, shall be provided for emergency access into the gated area and rear of the building.
5. The sidewalk in 7th Street right of way is not needed by the City and should removed and restored with sod.
6. The pavement north of the street right of in the east parking lot shall be removed and area restored with grass or ground cover to establish the required 10' parking lot setback from the street.
7. An accessible entrance to the main building from the east parking lot must be provided upon any future change of use within this building that meets the Americans with Disability Act (ADA) requirements as consistent with State Laws.
8. An emergency pass through gate at the north shall be required.
9. Gravel surface west of the north gate, within the required rear setback area of 5' from the north property line shall be removed and restored grass.
10. The gravel surface south of the trail on Faribault Economic Development Authority property adjacent and north of the subject site, shall be removed and restored with grass.

RECOMMENDATION

Staff recommends approval of the requested CUP to establish an outdoor self-storage use at 1612 7th Street NW.

ATTACHMENTS

1. Draft Resolution for Approval Requested Variance
2. Aerials, Location and Zoning Maps
3. Site Plans



Memorandum

TO: Peter Waldock, Planning Coordinator

FROM: Mark DuChene, City Engineer

DATE: June 2, 2021

SUBJECT: Faribault Storage 1612 7th Street NW – Site Plan Review

Leon Endres has submitted a conditional use permit application and site plan for the conversion of a portion of the old Land O'Lakes site at 1612 7th Street NW to outdoor and indoor storage. Plans were received from Tushie Montgomery dated 5/12/2021. The following are the Engineering Department's review comments.

Site Plan Comments:

- The sidewalk between the two driveways to remain could be considered for removal completely as it doesn't tie into any other public walk and would allow more green space between the existing buildings and the roadway and increase the chances of the proposed sod to survive.
- Pavement should be removed and the proper parking setbacks met on the parking area on the east side of the existing building and gravel on the north side of the building as shown on the attached.
- Parking stalls on the east side should be 20-ft deep as they don't meet the overhang requirements for 18-ft depth. There is room to narrow up the 2-way access aisle to meet code.
- It appears the entrance to the building on the east side of the larger existing building is not ADA compliant. This should be reviewed.

1612 7th Street NW
Faribault, MN 55021

PROJECT DESCRIPTION

The proposed scope of work at 1612 7th Street NW consists of modifying the interior of two existing westerly buildings for 7,487 sf of self-storage space and 1,082 sf of office space. Exterior building improvements consist of painting, door replacement, new accessibility, and dedicated parking areas including accessible parking spaces. The existing metal panels at the easterly building shall also be painted. Site improvements shall remove paved areas within the right-of way and at the southeast corner of the site withing the Shoreland Overlay District and remove one curb cut access. New bituminous shall be provided at the north for a maximum hard surface coverage within the 70% allowance. The easterly buildings shall remain as warehouse and office use with its current tenant with no change in use.

The area between buildings shall be fenced in with a new 6' tall chain link fence with privacy slats to allow for (10) exterior self-storage spaces. The easterly portion of the property shall also be fenced in to accommodate (60) exterior self-storage spaces. All spaces shall be on a paved surface. The fencing shall be located at the edge of paved areas to prevent any storage on grassy areas. Exterior lighting at outdoor self-storage areas shall be replaced with new LED downcast fixtures and security cameras to monitor the area.

Anticipated hours of operation are from 6:00 am to 10:00 pm with card code access to storage areas. The self-storage business will use an Ap based scheduling system. On occasion, a representative for the self-storage business will meet with customers but this is not anticipated to be a full-time on-site position.

1612 7th Street NW

Faribault, MN 55021

PROJECT STATEMENT

The self-storage use is considered an approved use within the currently zoned I-2 district however a Conditional Use Permit is required for the easterly portion of the site due to the proximity to the Shoreland Overlay District.

The proposed self-storage use at the westerly buildings is similar in nature to the existing storage use. The easterly building use of storage and office space will remain unchanged. Site fencing will be provided at the edge of pavement to prevent storage of items on grassy areas.

The noted site and building improvements proposed are within city guidelines and allowable hard surface coverage. We believe that providing the residents of the community with a secure and screened location shall benefit all neighborhoods.

1612 7th Street NW

Faribault, MN 55021

PROJECT SUMMARY

The existing facility through all buildings on the property are currently used for storage and office space with pavement around the building areas. The proposed use of interior self-storage area is well suited for the existing site and facilities with minimal impact or change.

The exterior improvements of painting, fencing, lighting, and security will provide positive aesthetic updates to the established component of the neighborhood. The self-storage use is not anticipated to adversely affect traffic loads. Customers generally visit the storage areas infrequently and for brief periods of time.

Peter Waldock, AICP

Planning Coordinator

City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

June 15, 2021

Re: CUP Application
Faribault Storage
1612 7th Street NW
Faribault, MN 55021

Dear Mr. Waldock,

Thank you for your time and assistance in coordinating the Conditional Use Permit application and review for the proposed outdoor storage use at the above property. We have received your comments and per our phone discussion, present the following replies and changes to the plan documents. Revised plans dated 6-15-21 and clouded with Delta "C" are also attached.

1. Parking Layout: Parking stalls have been enlarged to 9'x20' at the east parking lot where the stall abuts a sidewalk or fence.
2. Public Sidewalk: The existing public concrete sidewalk along with the bituminous in the ROW along 7th Street NW will be removed and replaced with sod.
3. Pavement Removal: At the east parking lot, additional existing pavement will be removed and new curb provided to the required 10' setback along 7th Street NW. This area will be replaced with sod.
4. Accessible Entrance to East Building: We request that no additional accessibility be required at the east building at this time due to the minimal nature of site improvements (parking stall striping and reduction in bituminous) that are proposed for the east lot and that no interior improvements or uses are being altered. With the existing conditions, providing accessibility would require removal of existing sidewalks and pavement to provide a new sloped access walkway of approximately 24'-30' long. The proposed self-service outdoor storage use will not have any business relationship to the east building uses.
5. Gravel in or near Trail ROW: We request that the existing gravel area at the north trail ROW be allowed to remain as is. This area is used for loading operations for the existing east building. This area also serves as hard surface area for fire department access to the north. (Refer to discussion with Fire Chief under Emergency Access comments listed below.)
6. Security Cameras: Security cameras are noted to be installed around building perimeter to oversee outdoor storage area and building area.
7. Enhanced Fencing: An angled deterrent of barbed wire will be added to the top of the proposed 6' high chain link fence along the perimeter.

8. Emergency Access: In discussion with Fire Chief Dustin Deinst, we propose to leave the existing gravel at the north area in tact to allow for fire department access. We will also provide (1) additional swinging chain link gate at the north area to allow for fire apparatus access through the site area. We will also provide a Knox Gate and Key switch at each rolling gate along 7th Street (Knox model 3501). Provisions and installation will be coordinated with the fire department.
9. Rain Garden Stormwater Filtration: We propose to replace the existing bituminous pavement at the southeast corner of the site with MNDOT #250 Prairie Grass seed.

Please let us know if you have any questions to the revised documents.

Sincerely,

Andrew Krenik

Principal

CC: Leon Endres, Owner
Jim Bystrycki, Greystone Construction

FARIBAULT STORAGE

ADDRESS
1612 7TH ST NW
FARIBAULT, MN 55021

PHASE
PERMIT

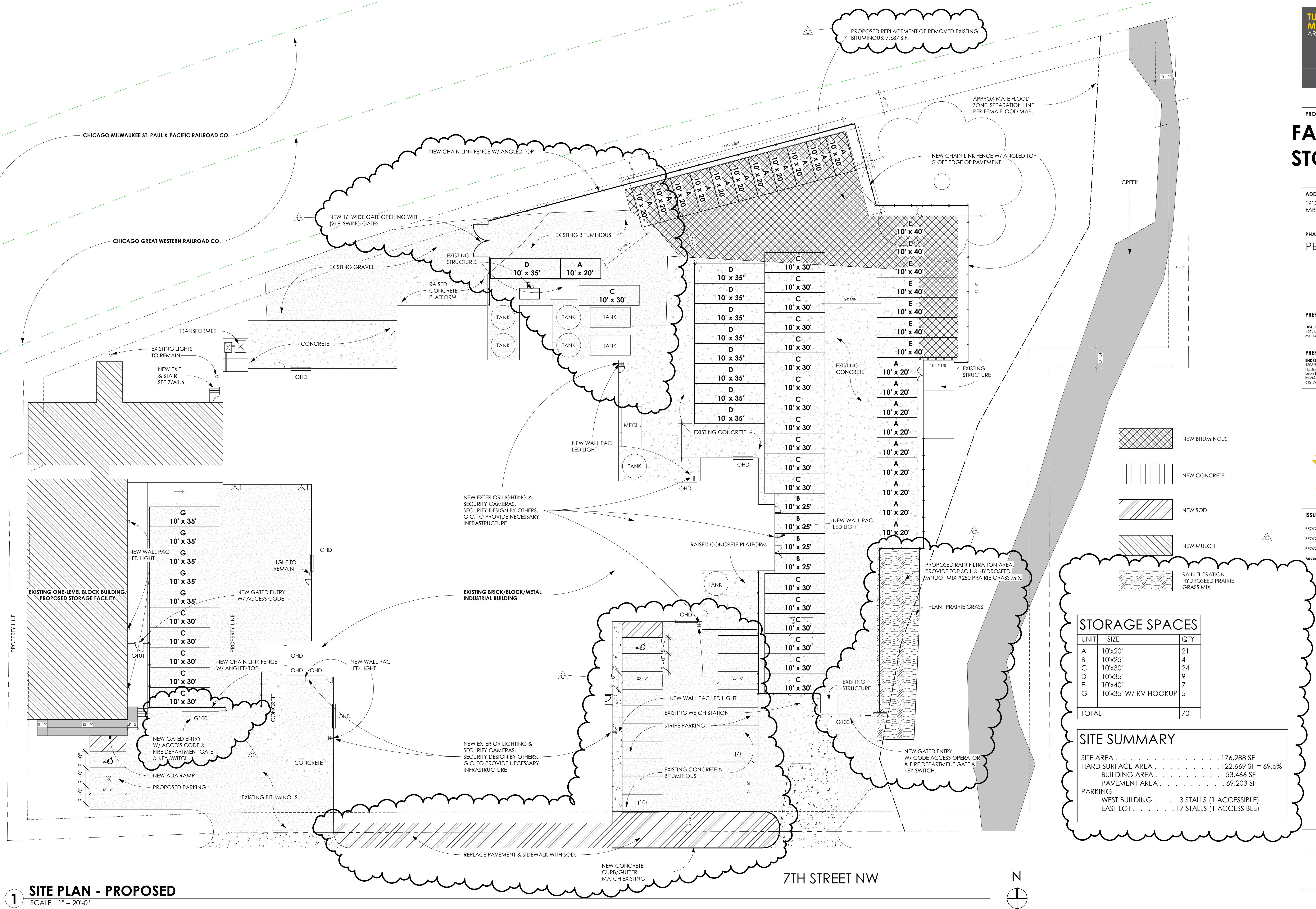
PREPARED BY
TUSHIE MONTGOMERY ARCHITECTS
7465 LYNDSIDE AVENUE SOUTH SUITE 100
MINNEAPOLIS, MN 55423

PREPARED FOR
ENDRES, LLC
1305 RIVER SHORE DRIVE
HASTINGS, MN 55033
LEON ENDRES
leon@endresllc.com
612.598.9993

NOT FOR CONSTRUCTION

ISSUANCES

PROGRESS SET #1 03/11/2021
PROGRESS SET #2 03/25/2021
PROGRESS SET #3 05/07/2021
Addendum C 06/15/2021



1 SITE PLAN - PROPOSED

SCALE 1" = 20'-0"

220084A

Site Plan - Proposed

A1.1

PROJECT

FARIBAUT STORAGE

ADDRESS

1612 7TH ST NW
FARIBAUT, MN 55021

PHASE

PERMIT

PREPARED BY

TUSHIE MONTGOMERY ARCHITECTS
7445 LYNDSIDE AVENUE SOUTH SUITE 100
MINNEAPOLIS, MN 55423

PREPARED FOR

ENDRES, LLC
1303 RIVER SHORE DRIVE
HASTINGS, MN 55033
LEON ENDRES
leon@endresllc.com
612.598.9993

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

PRINT NAME

SIGNATURE

DATE 05/12/2021
LICENSE # 22920

ISSUANCES

PROGRESS SET #1 03/11/2021

PROGRESS SET #2 03/25/2021

PROGRESS SET #3 05/07/2021

PERMIT SET 05/12/2021

220084A

Cover Sheet

A0.0

CODE ANALYSIS

AREA CALCULATION	AREA	OCCUPANCY TYPE	OCC. LOAD FACTOR	OCC. LOAD
PROPOSED STORAGE	7,487 SF	S-1	500	15
OFFICE	1,082 SF	B	150	8
MECH/UTILITY	530 SF	S-1	300	2
TOTAL TENANT AREA	9,099 SF			25
CODE INFORMATION: IBC 2018; MN BC 2020				
TYPE OF CONSTRUCTION III-B				
TOTAL BUILDING FOOTPRINT AREA 9,099 SF				
BUILDING IS NOT SPRINKLERED				
SINGLE STORY BUILDING				
IBC TABLE 506.2 B OCCUPANCY S-1 OCCUPANCY				
NS ALLOWABLE AREA: 19,000 SF 17,500 SF				
TOTAL ALLOWABLE AREA: 19,000 SF 17,500 SF				
IBC SECTION 508.3.2 USING S-1 OCCUPANCY AS MOST RESTRICTIVE				
(NONSEPARATED OCCUPANCIES) OCCUPANCY FOR ENTIRE BUILDING				
IBC SECTION 508.3.3 NO SEPARATION REQUIRED.				
BUILDING AREA OF 9,099 SF < 17,500 SF				
EXIT ACCESS REQUIREMENTS				
IBC TABLE 1006.2.1: COMMON PATH OF EGRESS TRAVEL < 100'				
DISTANCE PROVIDED < 100'				
IBC TABLE 1006.2.1: ONE EXIT REQUIRED @ B OCC. (8 OCCUPANTS < 49)				
ONE EXIT PROVIDED				
ONE EXIT REQUIRED @ S OCC. (17 OCCUPANTS < 29)				
THREE EXITS PROVIDED				
IBC 1007.1.1 SEPARATE DISTANCE BETWEEN EXITS W/OUT AUTOMATIC				
SPRINKLERS SHALL BE > 1/2 DIAGONAL DISTANCE				
DISTANCE PROVIDED > 1/2				
IBC TABLE 1017.2: MAXIMUM TRAVEL DISTANCE W/OUT AUTOMATIC SPRINKLERS				
200' MAX. @ B (MAX. < 200')				
200' MAX. @ S (MAX. < 200')				

GENERAL NOTES

- WORK TO BE DONE BY A LICENSED CONTRACTOR.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS & LOCATIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL MECHANICAL, ELECTRICAL, CIVIL AND STRUCTURAL ENGINEERING DESIGN, CERTIFICATIONS, AND CONSTRUCTION COORDINATION.
- PERFORM ALL WORK IN COMPLIANCE WITH APPLICABLE CODES & STANDARDS.
- COORDINATE & INSTALL ALL NECESSARY BLOCKING, SHIMS & BACKING FOR FIXTURES, EQUIPMENT AND ACCESSORIES.
- GENERAL CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS BEFORE COMMENCING CONSTRUCTION.
- EACH TRADE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PROCEDURES, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THEIR WORK.
- THE WORD 'PROVIDE' AS USED IN THE DRAWINGS SHALL BE UNDERSTOOD TO MEAN FURNISHED AND INSTALLED.
- SEPARATE ALL UTILITIES FROM ADJACENT WAREHOUSE BUILDING AND QUONSET.
- EACH TENANT SPACE SHALL BE PROVIDED WITH SEPARATE METERS.
- MECHANICAL AND ELECTRICAL WORK SHALL BE DESIGN/BUILD AS PROVIDED BY GENERAL CONTRACTOR.
- CONTRACTOR SHALL COORDINATE ALL WORK AND REQUIREMENTS WITH TENANT AND OWNER.
- DATA & LOW VOLTAGE DISTRIBUTION BY TENANT. CONTRACTOR TO PROVIDE EMPTY BOXES WITH PULL STRING BASED UPON TENANT'S LAYOUT. COORDINATE LOCATION W/ TENANT.
- CONTRACTOR TO PROVIDE SPECIAL INSPECTIONS AS CALLED FOR BY CITY AND STRUCTURAL ENGINEER
- CONTRACTOR TO PROVIDE SHORING PLAN FOR ALL NEW OPENINGS.
- STORAGE UNIT DESIGN & CONSTRUCTION TO BE PROVIDED BY OTHERS. G.C. TO COORDINATE INSTALLATION SCHEDULES
- TEST MASTIC & TILE FOR ASBESTOS. ABATE ANY ASBESTOS PER REGULATIONS.

CONSTRUCTION NOTES

01 GENERAL REQUIREMENTS

- PROVIDE NEW TENANT BUILD OUT AS SHOWN.
- REFER TO DEMO PLAN AND NOTES.
- REFER TO LIST OF ALTERNATES FOR SEPARATE PRICING.
- GENERAL CONTRACTOR TO PROVIDE FOR WINTER CONDITIONS IF REQUIRED FOR CERTIFICATE OF OCCUPANCY DURING WINTER CONDITIONS.

02 SITE WORK/DEMO

- REMOVE ALL NOTED WALLS, DOORS, FRAMES, FINISHES & ASSOCIATED HVAC, ELECTRICAL, PLUMBING & FIRE PROTECTION IN AREAS OF DEMO.
- CAP ABANDONED PLUMBING LINES.
- REFER TO DEMO PLAN AND DEMO NOTES.
- PROVIDE NEW EXTERIOR OPENINGS AS SHOWN. GENERAL CONTRACTOR TO PROVIDE ENGINEERED DETAILS AND CERTIFICATIONS.
- REPLACE BITUMINOUS W/ SOD AND MULCH AS NOTED ON SITE PLAN

03 CONCRETE

- PATCH CONCRETE FLOOR @ REMOVED WALLS AND DAMAGED AREAS.
- PREP CONCRETE FLOORS FOR NEW FINISHES.
- TRENCH NEW PLUMBING LINES FOR NEW RESTROOMS. PATCH CONCRETE WITH COMPRESSIVE STRENGTH TO MATCH EXISTING.
- PROVIDE NEW CONCRETE SONOTUBE SUPPORTS TO FROST LEVEL @ NEW ADA WALKWAY & STEEL STAIRS
- PROVIDE NEW CURB, GUTTER AND SIDEWALK AS NOTED ON SITE PLAN

04 MASONRY

- PROVIDE SMOOTH FACE CMU INFILL WALLS @ REMOVED DOORS.
- REPAIR DAMAGED EXISTING CMU AS NEEDED.

05 METALS

- PROVIDE PAINTED STEEL ACCESSIBLE WALKWAY WITH GUARDRAILS & HANDRAILS @ ENTRY.
- PROVIDE PAINTED STEEL STAIR WITH GUARDRAILS & HANDRAILS @ COLD STORAGE.

IBC TABLE 2902.1: PLUMBING CALCULATIONS

OFFICE: 1,082 SF/ 150= 8
MECH/UTILITY: 530 SF/ 300= 2
STORAGE: 7,487 SF/ 500= 15

REQUIRED FIXTURES	WC	LAV
OFFICE	8/25= 0.32	8/40= 0.20
MECH/UTILITY	2/100= 0.02	2/100= 0.02
STORAGE	15/100= 0.15	15/100= 0.15
TOTAL REQUIRED	0.49	0.37

IBC SECTION 2902.2, EXC. #2:

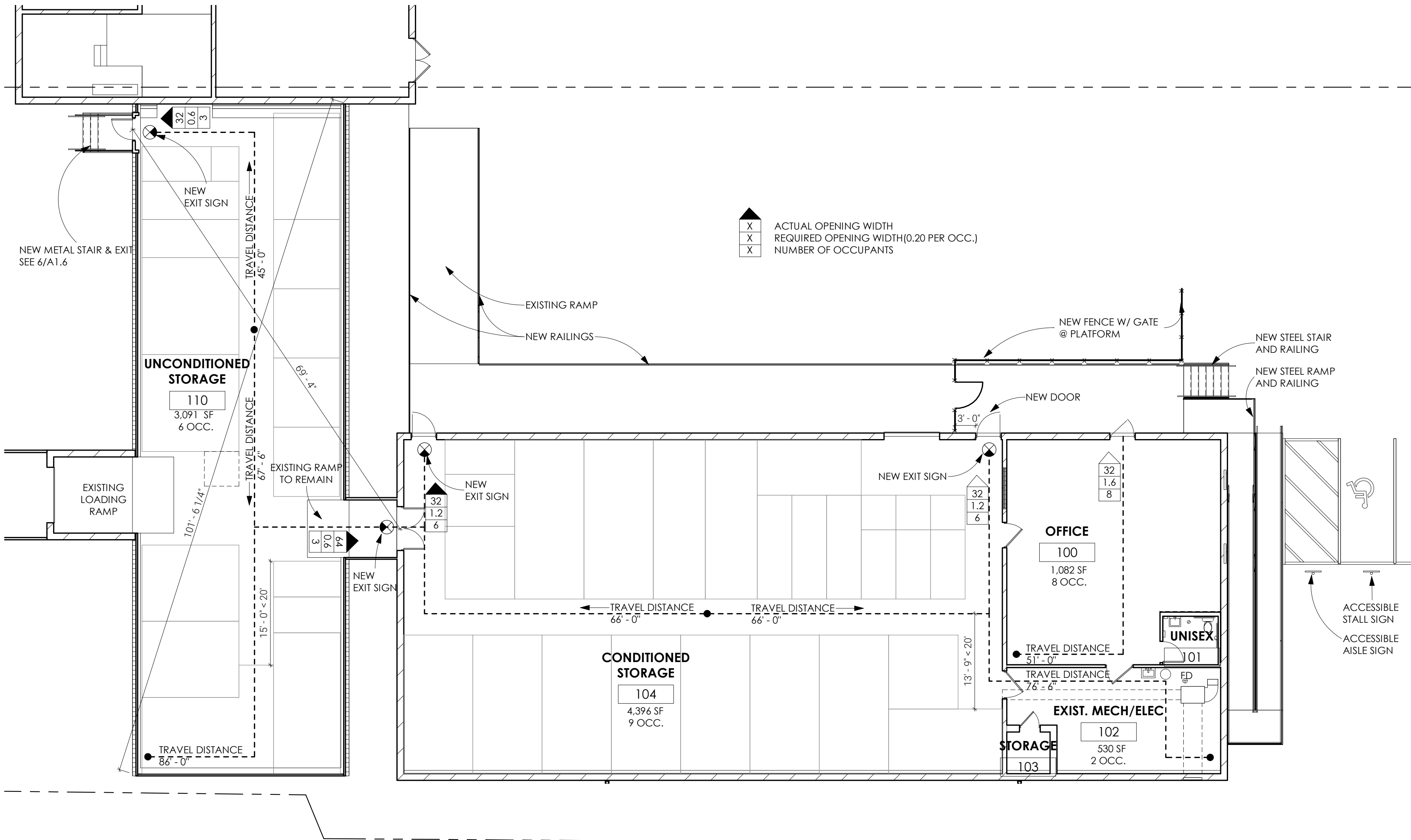
SEPARATE FACILITIES NOT REQUIRED WITH 25 OR FEWER OCCUPANTS.

DRINKING FOUNTAIN:

OCCUPANT LOAD OF 25-50 NOT REQUIRED

SERVICE SINK:

(1) SERVICE SINK WITHIN TENANT SPACE PROVIDED.



1 EGRESS PLAN

SCALE 3/32" = 1'-0"



FARIBAULT STORAGE

1612 7TH ST NW
FARIBAULT, MN 55021

PERMIT

TUSHIE MONTGOMERY ARCHITECTS
7445 LYNDSIDE AVENUE SOUTH SUITE 100
MINNEAPOLIS, MN 55423

ENDRES, LLC
1305 River Shore Drive
Hastings, MN 55033
Leon Endres
leon@endresllc.com
612.598.9993

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Andrew Krenk

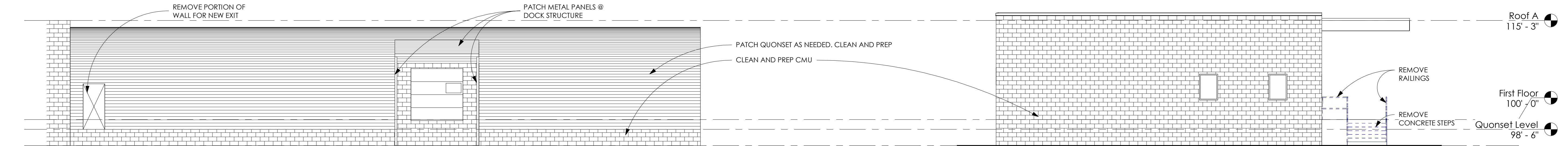
DATE 05/12/2021
LICENSE # 22920

PROGRESS SET #1	03/11/2021
PROGRESS SET #2	03/25/2021
PROGRESS SET #3	05/07/2021
PERMIT SET	05/12/2021

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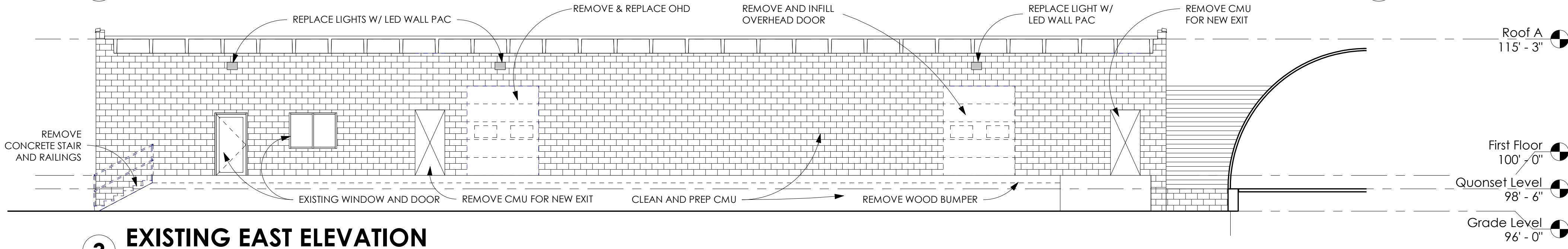
Building Elevations

A1.4



1 EXISTING NORTH ELEVATION

SCALE 1/8" = 1'-0"

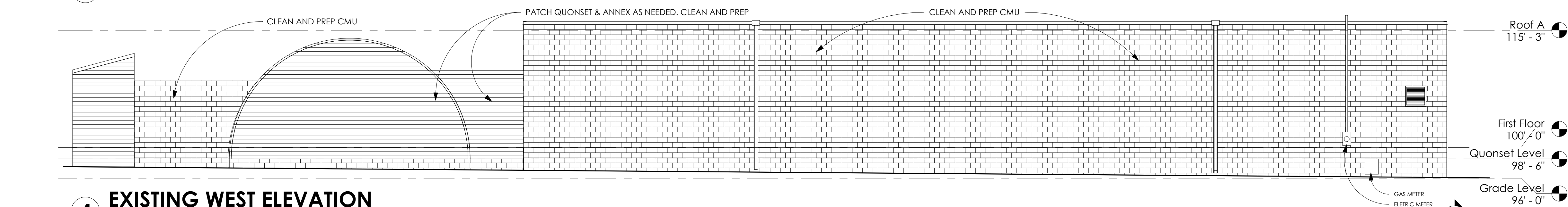


2 EXISTING SOUTH ELEVATION

SCALE 1/8" = 1'-0"

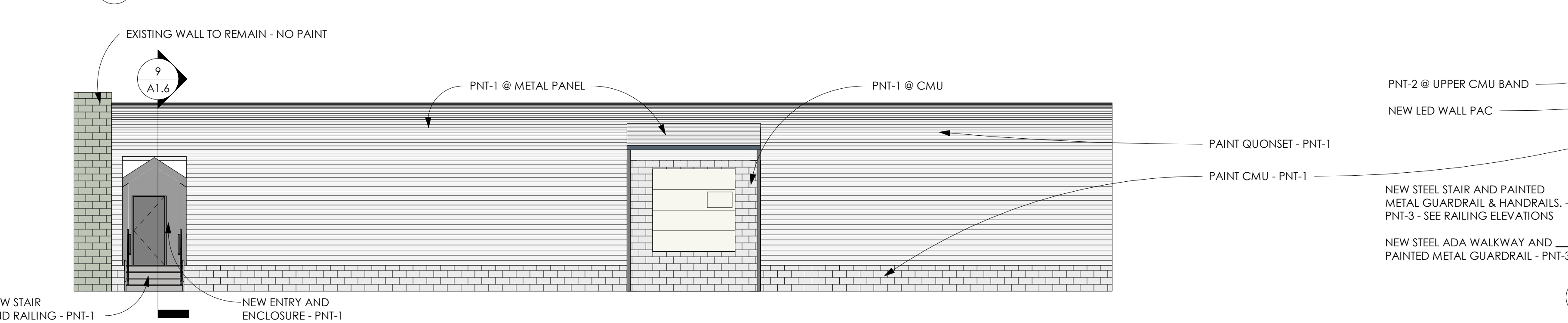
3 EXISTING EAST ELEVATION

SCALE 1/8" = 1'-0"



4 EXISTING WEST ELEVATION

SCALE 1/8" = 1'-0"

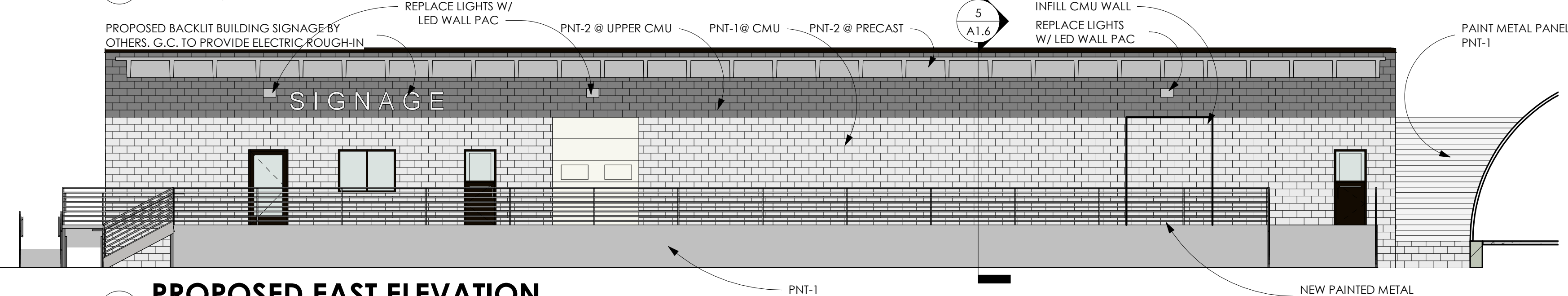


6 PROPOSED SOUTH ELEVATION

SCALE 1/8" = 1'-0"

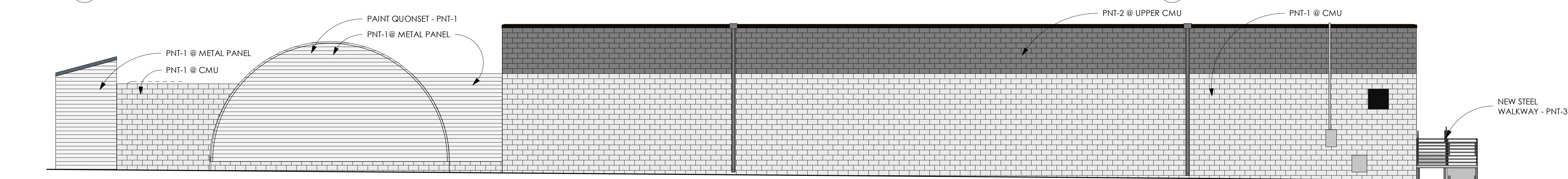
5 PROPOSED NORTH ELEVATION

SCALE 1/8" = 1'-0"



7 PROPOSED EAST ELEVATION

SCALE 1/8" = 1'-0"

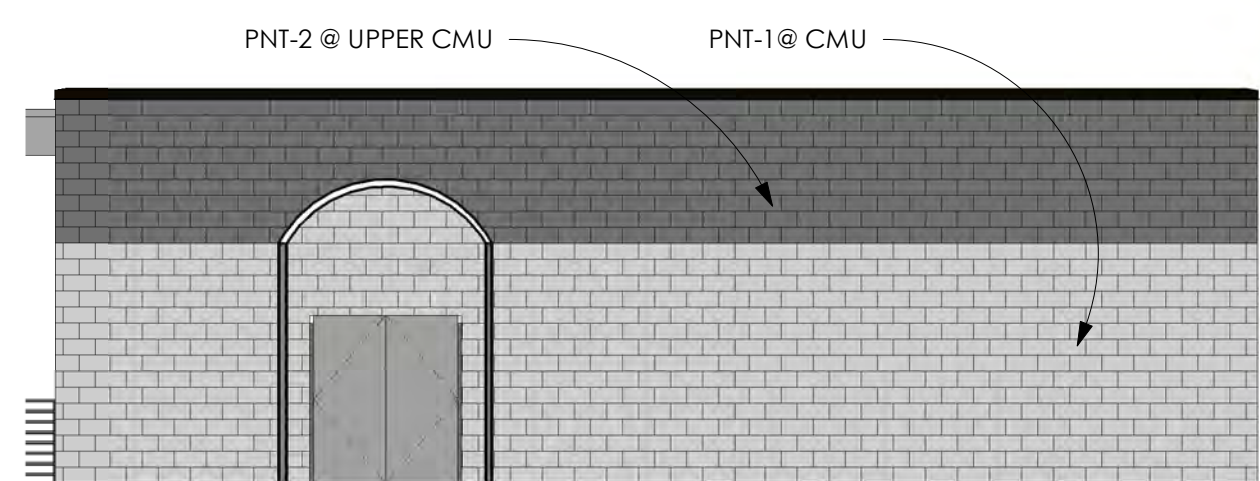


9 PROPOSED WEST ELEVATION

SCALE 1/8" = 1'-0"

8 PROPOSED NORTH ELEVATION B

SCALE 1/8" = 1'-0"



PROJECT

FARIBAULT STORAGE

ADDRESS

1612 7TH ST NW
FARIBAULT, MN 55021

PHASE

PERMIT

PREPARED BY

TUSHIE MONTGOMERY ARCHITECTS
7445 LINDSIE AVE SUITE 100
MINNEAPOLIS, MN 55423

PREPARED FOR

ENDRES, LLC
1355 River Shore Drive
Hastings, MN 55033
Leon Endres
leon@endresllc.com
612.598.9993

ALL ARCHITECTURAL AND ENGINEERING
DRAWINGS ARE IN CONFIDENCE AND
DISSEMINATION MAY NOT BE MADE
WITHOUT PRIOR WRITTEN CONSENT OF
THE ARCHITECT. ALL COMMON LAW
RIGHTS OF COPYRIGHT AND OTHERWISE
ARE HEREBY SPECIFICALLY RESERVED.
I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM
A DULY LICENSED ARCHITECT UNDER
THE LAWS OF THE STATE OF
MINNESOTA.

PRINT NAME

SIGNATURE

DATE 05/12/2021
LICENSE # 22920

ISSUANCES

PROGRESS SET #1	03/11/2021
PROGRESS SET #2	03/25/2021
PROGRESS SET #3	05/07/2021
PERMIT SET	05/12/2021

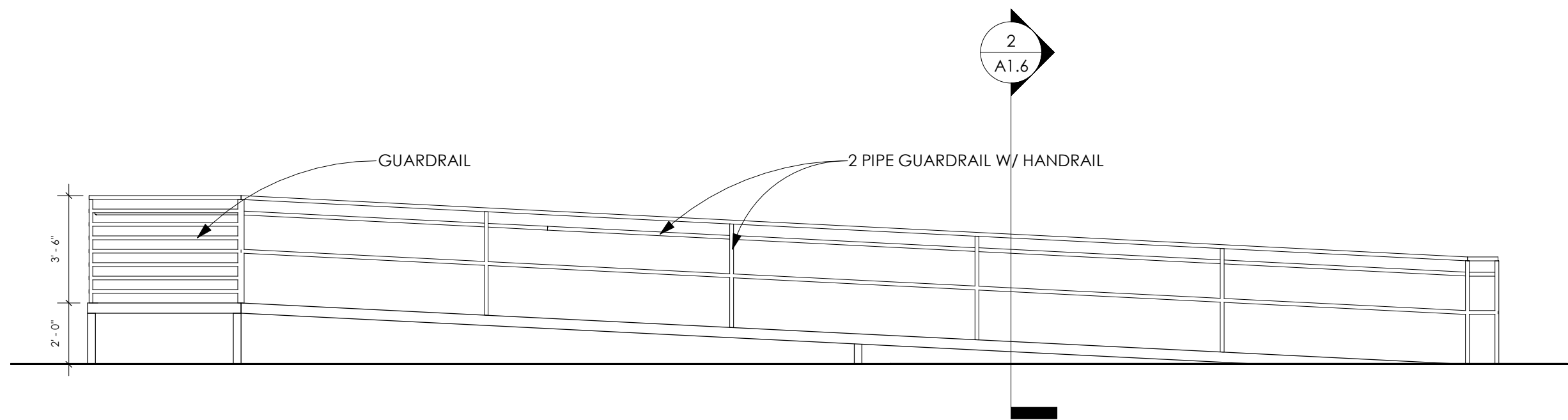
220084A

ADA Ramp
Elevations

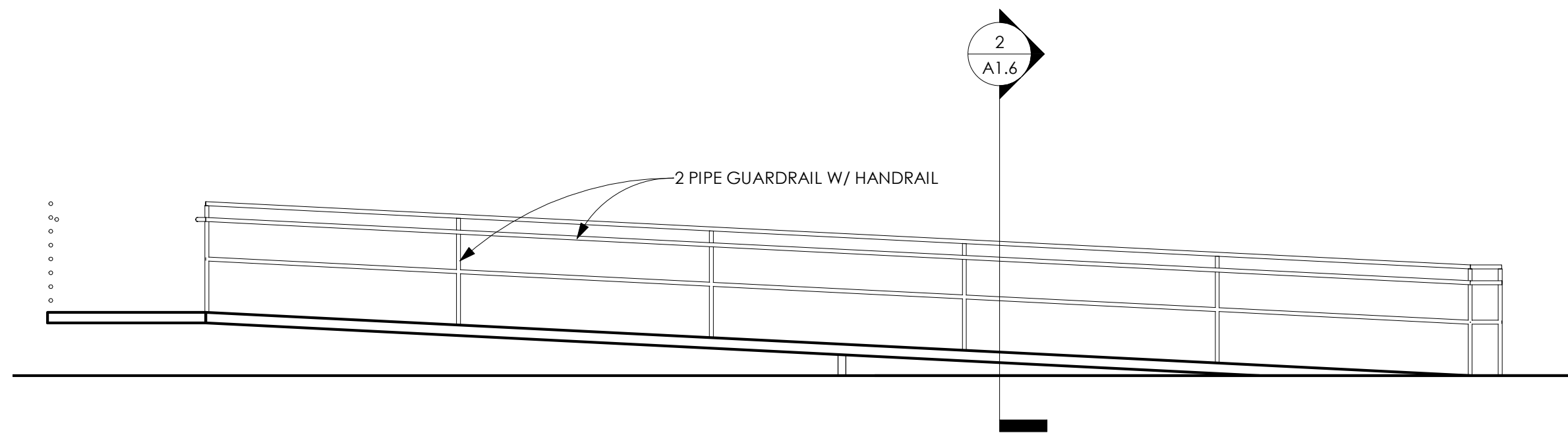
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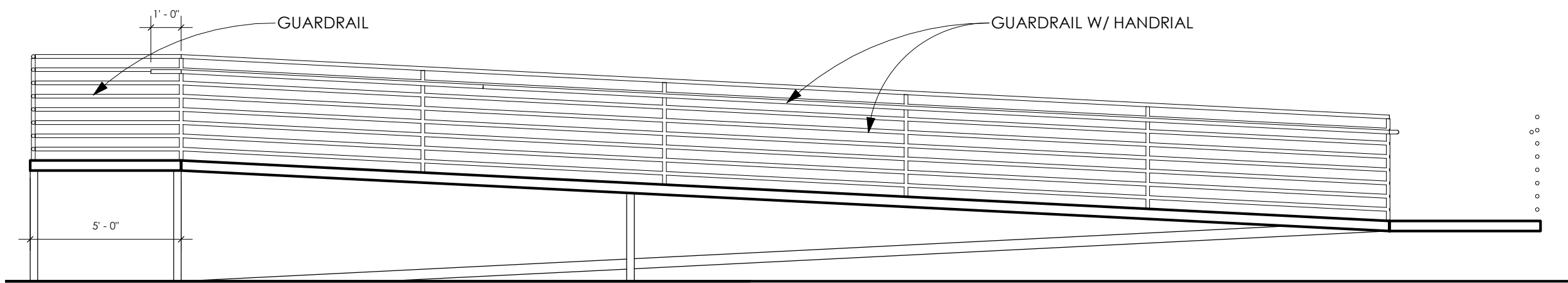
Page 193 of 376



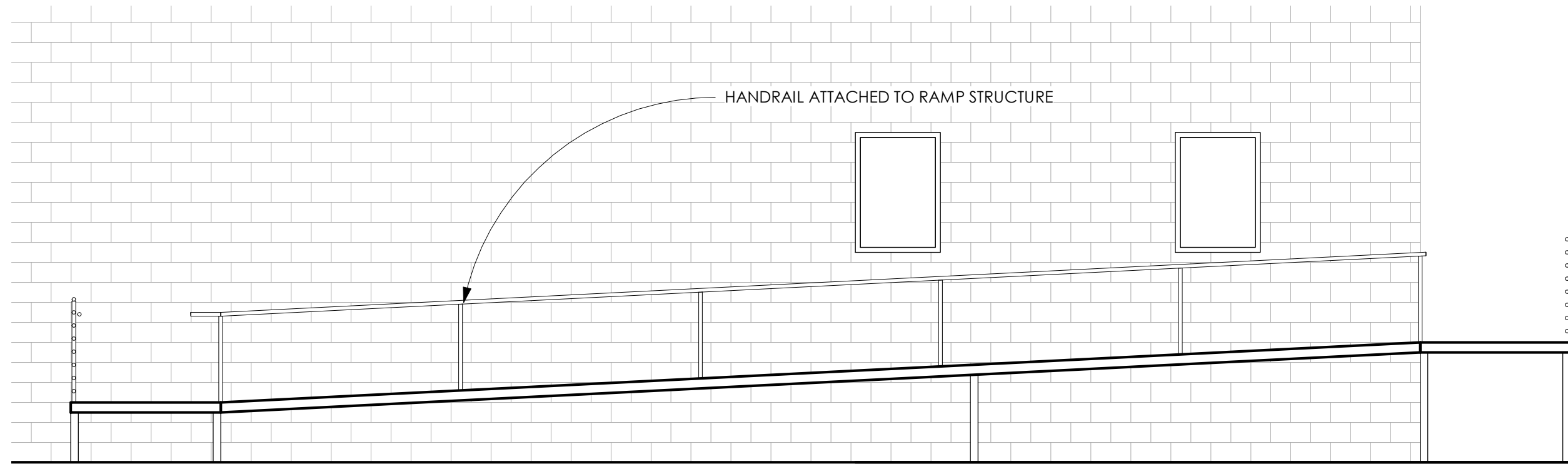
1 WEST RAMP RAILING ELEVATION A
SCALE 1/4" = 1'-0"



2 WEST RAMP RAILING ELEVATION B
SCALE 1/4" = 1'-0"



3 EAST RAMP RAILING ELEVATION
SCALE 1/4" = 1'-0"



4 WEST RAMP RAILING ELEVATION C
SCALE 1/4" = 1'-0"



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-136 Approve Variance from Font
Yard Setback Requirements for a Six-Foot Tall
Fence at 1510 Hulett Avenue

Background:

On May 19th, the City received an application from the owner of A & J Storage Center for a fence setback variance. The variance would be to allow a proposed 6-foot tall chain link fence to be placed at the parking lot/driveway curb line along Hulett Avenue in the south portion of the site at 1510 Hulett Avenue. The property is zoned C-2 Highway Commercial District. Six foot tall fences are not allowed in the front yard of commercial uses. The site was first developed in 1996. A CUP for the mini-storage facility was approved by Res. 96-77 for the south portion of the site. The approved site plan had the driveway curb line at the front property line along Hulett Avenue as currently found on site. The fence is needed for added security at the site, however the proposed fence will not completely enclose the site. The applicant is seeking to avoid multiple gates for customer access between buildings that would be necessary for the building layout of this portion of the site. It is noted that security fences are commonly installed at self-storage facilities.

The Planning Commission, after proper notice, held a public hearing regarding this application on June 21, 2021. The City did not receive any comments from the public and no objections to the request were made during the public hearing. City staff recommended approval of the application based on the existing layout approved by the City in 1996. At that time, the City and the property owners did not anticipate that fencing would be needed in the future at this site. Although gates are not proposed at this time, if they are proposed in the future the owners will need to provide room for vehicles to wait off street while unlocking the gate to enter the site. The Planning Commission by a 4-0 vote approved findings in support of the variance application as requested. The Planning Commission recommend City Council Approval of this application based on the findings and subject to the conditions of approval as included in the proposed resolution.

Recommendation:

Adopt Resolution 2021-138 to approve a front yard setback variance for a 6-foot tall chain-link fence at A & J Storage, 1510 Hulett Avenue.

Attachments:

1. Resolution 2021-136 Approving Fence Setback Variance at 1510 Hulett Ave
2. Planning Commission Reports

CITY OF FARIBAULT

RESOLUTION #2021-136

APPROVE VARIANCE FROM FRONT YARD SETBACK REQUIREMENTS FOR A SIX-FOOT TALL FENCE AT 1510 HULETT AVENUE

WHEREAS, Jeff Jandro, Chief Manager of A&J Storage LLC, Property Owner, is requesting a variance from requirements of the Unified Development Ordinance, Fence Regulations in Section 6-250 to allow a six-foot-tall fence in the front yard setback area for property located at 1510 Hulett Avenue NW and legally described in Exhibit A attached hereto, and

WHEREAS, City Staff has completed a review of the application and made a report pertaining to said request (VAR 21-025), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 21st day of June, 2021, following proper notice, held a public hearing regarding the request, and following said public hearing made findings and recommended that the City Council approve the request; and

WHEREAS, the City Council, on the 13th day of July, 2021, at a public meeting considered the request; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the requested variance based on the following findings as required by Section 2-460 of the City of Faribault, Unified Development Ordinance as follows:

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

The Planning Commission finds that the proposed variances are consistent with the development on adjoining properties, and therefore is in harmony with the general purposes and intent of the City's Ordinance.

2. The variance is consistent with the Comprehensive Plan.

The proposal is consistent with the Comprehensive Plan goal to 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.

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

The proposed use of the front yard fence as requested is reasonable to help secure the site and surrounding property and reduce access by people crossing through the property that have no business on this site.

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 Planning Commission finds that the property was developed many years ago at time when increased security was not needed or anticipated in the site layout and design. Additionally, City setback requirements have changed since the original development plans for the site was approved.

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

The proposed variances if granted will not alter the existing character of the neighborhood.

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

The proposed fence is at the minimum height necessary to secure the property.

7. **Economic conditions alone do not constitute practical difficulties.**

Economic conditions are not a factor in this application.

WHEREAS, the City Council concurs with all of the 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: Incorporation of Recitals and Exhibits. The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2: Approval of the Variance. Variances from the requirements of the Unified Development Ordinance, Chapter 6, Section 6-250, Fence Location and Height Regulations is hereby approved subject to conditions as set forth

in Section 3 of this resolution. Said approval is based on the forgoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-460 of the City of Faribault, Unified Development Ordinance.

Section 3: Conditions of Approval. The variance shall be approved subject to conditions listed herein as authorized under Section 2-470 of City's Unified Development Ordinance, all of which are necessary to comply with the standards established by the City's ordinances, or to reduce or minimize the effect of such variance upon other properties in the neighborhood and to better carry out the intent of the variance. The conditions of the variance approval are as follows:

1. Gates if installed at the site entrances must be setback to allow vehicle stacking off of the street right of way while the driver unlocks the gate to enter the site.
2. The fence setback requirements as specified in City Ordinances, must be met along 17th Street and at the south and west property lines.
3. The fence must be maintained in good condition and must be promptly repaired if damaged.

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

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

Legal Description

LOT 2, BLOCK 2 OF THE REPLAT OF LOT 1, BLOCK 2, MCKELLIP'S FIRST, FARIBAULT, RICE COUNTY, MINNESOTA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTH 10°18'39" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 (FOR PURPOSES OF THIS DESCRIPTION BEARINGS ARE ASSUMED AND BASED ON SAID SOUTHWESTERLY LINE BEING NORTH 10°18'39" WEST), 78.85 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN SAID BLOCK 2, REPLAT OF LOT 1, BLOCK 2, MCKELLIP'S 1ST, FARIBAULT, RICE COUNTY, MINNESOTA; THENCE NORTH 6°28'43" EAST ALONG THE WEST LINE OF SAID LOT 2 AND THE EAST LINE OF SAID LOT 3, A DISTANCE OF 41.78 FEET; THENCE NORTH 79°41'21" EAST, 27.93 FEET; THENCE SOUTH 10°18'39" EAST, 118.81 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTH 79°38'00" WEST, ALONG SAID SOUTHERLY LINE OF LOT 2, A DISTANCE OF 40.00 FEET TO SAID POINT OF BEGINNING; SUBJECT TO EASEMENTS OF RECORD.

FARIBAULT PLANNING COMMISSION

JUNE 21, 2021 PUBLIC HEARING

Case Number and Request:	<u>VAR 21-025</u> Application for a fence setback variance to allow a 6' tall chain-link fence in the front yard setback area at 1510 Hulett Avenue.
Applicant / Owners:	Jeff Jandro, applicant / A&J Storage LLC
Site Address:	1510 Hulett Avenue N
Recommendation:	Approve the Requested Variance for a 6' tall chain-link fence in the required front yard setback area at 1510 Hulett Avenue in the C-2 Highway Commercial District
Deadline for Council Action:	July 19, 2021 unless extended by the City
From:	Peter J. Waldock, AICP, Planning Coordinator

SUMMARY OF REQUEST

On May 19th, the City received an application for a fence setback variance to allow a proposed 6' tall chain link fence to be placed at the parking lot/driveway curb line along Hulett Avenue in the south portion of the site. The site was first developed in 1996. A CUP for the mini-storage facility was approved by Res. 96-77 for south portion of the site. The approved site plan had the driveway curb line at the front property line along Hulett Avenue as currently found on site. The fence is needed for added security at the site.

The proposed fence will not completely enclose the site. The applicant is seeking to avoid multiple gates for customer access between buildings that would be necessary to the building layout of this portion of the site. It is noted that security fences are commonly installed at self-storage facilities.

DISCUSSION OF THE PROPOSAL

Zoning. Current zoning is C-2 Highway Commercial District. In this district, fences over 4' in height must meet the required building setback of 25' from the front lot line. The existing driveway does not meet the current driveway setback requirement of 10' from the Hulett Avenue (front).

Variance Standards. Sec. 2-240 (provided below) lists the required findings for variances. In this case, it appears that the application meets the required

findings 1-3 and 5-7 since the request is not out of character with other uses, and is not unreasonable under the circumstances.

Sec. 2-460. Required findings for variance.

(A) *Prerequisites for approval.* The City Council shall not vary the regulations of this ordinance, except under Subsection (B) below, unless it makes each of the following findings based upon the evidence presented to it in each specific case:

- (1) The variance is in harmony with the general purposes and intent of the City's ordinances.
- (2) The variance is consistent with the Comprehensive Plan.
- (3) The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.
- (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.
- (5) The variance does not alter the essential character of the neighborhood.
- (6) The variance requested is the minimum variance which would alleviate the practical difficulties.
- (7) Economic conditions alone do not constitute practical difficulties.

Applicable Code Sections:

Chapter 2, Article 9, Faribault Unified Development Ordinance, Section 2-430
Application for Variances

Chapter 2, Article 9, Faribault Unified Development Ordinance, Section 2-450
and 2-460 Regarding Variance Approval Process and Authority.

Chapter 6, Article 6, Faribault Unified Development Ordinance, 6-250, Fence
location and height



DEVELOPMENT REVIEW COMMITTEE

The Development Review Committee (DRC) discussed the site plan and variance proposal on June 8, 2021. DRC finds that the situation is unique for this site, in that the original building orientation at the south end of the site does not accommodate fencing at the required setbacks because seven gates would be needed for customer access and traffic circulation around the site to reach the storage lockers in the south buildings and this creates a practical difficulty in meeting the setback standards for front security fences in the ordinance.

The DRC recommends approval of the variances with following comments and observations:

1. To fence this site with the existing building layout, a large number of gates will be needed for traffic circulation and snow storage.

2. Any future gates at the street entrances on Hulett or 17th Street will need to be placed in manner that allows vehicles to stack off of the street while the drivers unlock the entrance gate in order to enter the property.

REQUIRED FINDINGS

Section 2-460 of the UDO includes seven required findings as a prerequisite for approval of variances. The draft resolution prepared by staff and provided with this report includes detailed findings specific to this application recommended by staff to address all of the required findings of the ordinance. No additional findings have been determined.

RECOMMENDED CONDITIONS FOR APPROVAL

Section 2-470 of the UDO authorizes the City Council to establish reasonable conditions of approval to reduce or minimize the effect of such variance upon other properties in the neighborhood. The proposed conditions of approval for the outdoor dining enclosure are as follows:

1. Gates if installed at the site entrances must be setback to allow vehicle stacking off of the street right of way while the driver unlocks the gate to enter the site.
2. The fence setback requirements as specified in City Ordinances, must be met along 17th Street and at the south and west property lines.
3. The fence must be maintained in good condition and must be promptly repaired if damaged.

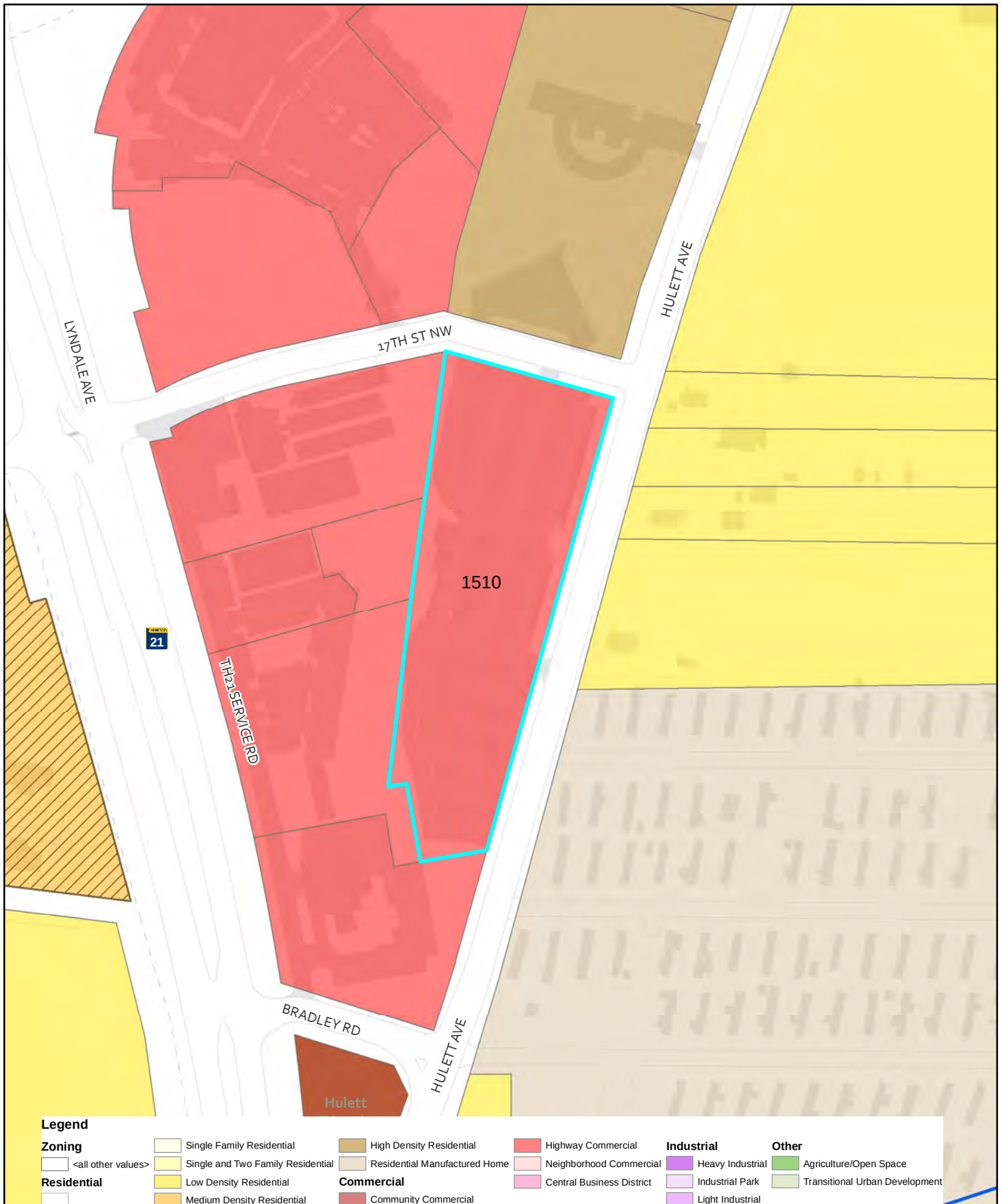
RECOMMENDATION

Staff recommends approval of the requested variance to allow a 6' tall chain-link security fence on within the required front setback area along Hulett Avenue for A&J Storage LLC. at 1510 Hulett Avenue.

ATTACHMENTS

1. Draft Resolution for Approval Requested Variance
2. Aerials, Location and Zoning Maps
3. Site Plans

A&J Storage 1510 Huelett Ave

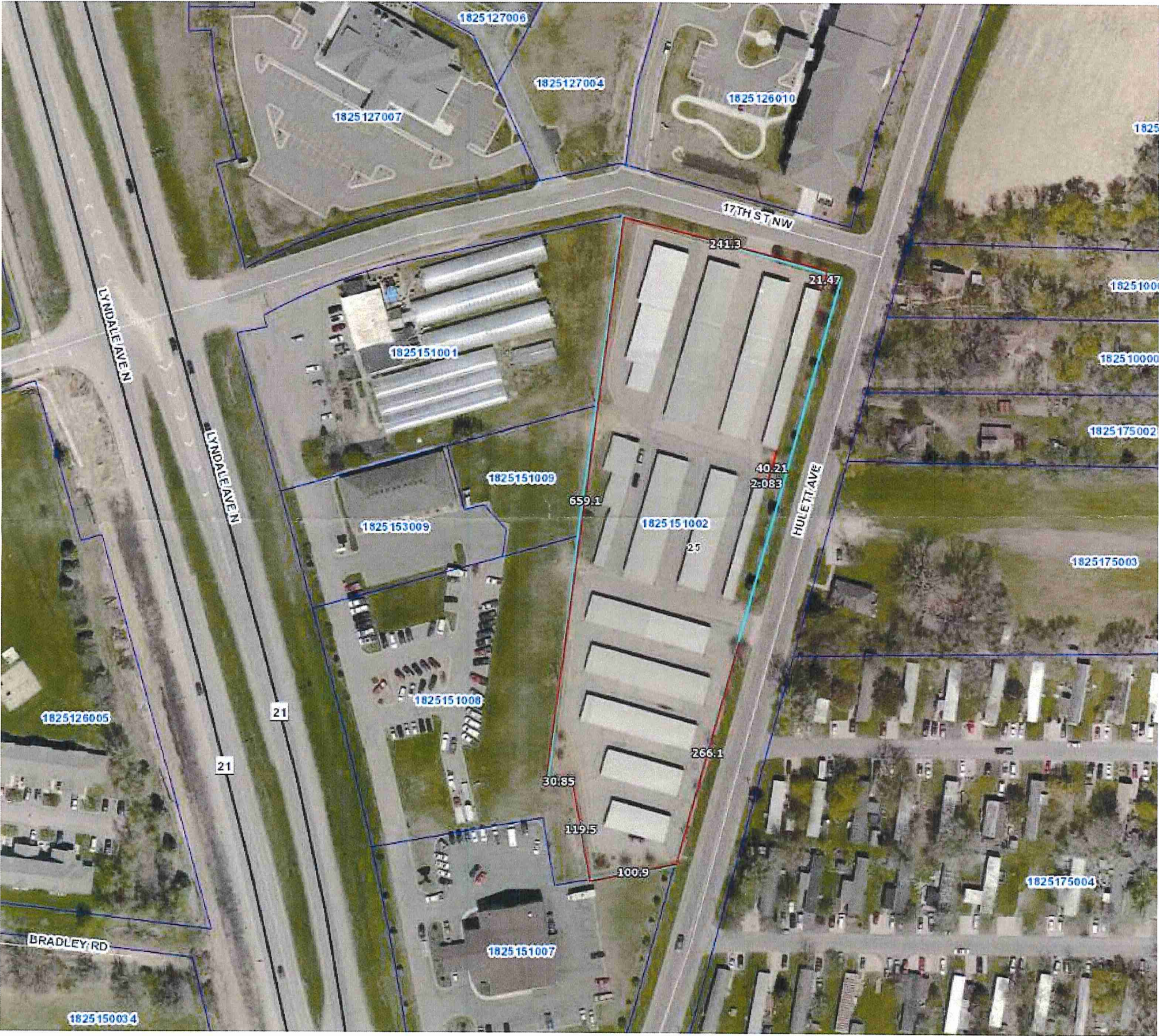


A&J Storage 1510 Huelett Ave



A&J Storage
1510 Hulett Ave

6' High
Galvanized
Chain Link
Fence For
Security





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
Mark DuChene, City Engineer
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-095 Approve Preliminary and
Final Plat for Met Con Business Park Second
Addition

Background:

Randy McDonough (the Applicant), on behalf of McDonough Farms, LLC (the Owner), has requested approval of a preliminary plat and a final plat for Met Con Business Park Second Addition. The proposed plat will replat Outlot A, Met Con Business Park First Addition into the following lots:

- Lot 1: Four-acre lot to be acquired by Daikin Applied for their existing stormwater basin and truck staging area
- Lot 2: Ten-acre lot to be available for future industrial development
- Lot 3: Two-acre lot to be acquired by the City of Faribault for a future water tower
- Outlot A: 29-acre outlot to be replatted into industrial lots in the future

The Planning Commission held a public hearing on May 3, 2021, to consider the Applicant's requests. No one from the public provided comments. With a 7-0 vote, the Planning Commission recommended approval of the Applicant's request based on the findings and conditions in Resolution 2021-095, Approve Preliminary Plat and Final Plat of Met Con Business Park Second Addition.

Recommendation:

Approve Resolution 2021-095 Approve Preliminary Plat and Final of Met Con Business Park Second Addition

Attachments:

1. Resolution 2021-095 Approve Preliminary Plat and Final Plat of Met Con Business Park Second Addition
2. Memo to Planning Commission - Met Con Business Park Second Addition

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-095

APPROVE PRELIMINARY PLAT AND FINAL PLAT FOR MET CON BUSINESS PARK SECOND ADDITION

WHEREAS, Randy McDonough (Applicant), on behalf of McDonough Farms, LLC, (Owner), submitted applications for preliminary plat and final plat approval of MET CON BUSINESS PARK SECOND ADDITION, legally described as follows:

OUTLOT A, MET CON BUSINESS PARK FIRST ADDITION, according to the plat hereof on file and of record in the office of the County Recorder, Rice County, Minnesota; and

WHEREAS, City Staff completed a review of the Applicant's request for preliminary plat and final plat approval and made a report to the Faribault Planning Commission, a copy of which City Staff presented to the Faribault City Council; and

WHEREAS, the Planning Commission, on May 3, 2021, following proper notice, held a public hearing regarding the Applicant's request, and following said public hearing recommended that the City Council approve the preliminary plat based on the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. 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.

Expanded Finding: The preliminary plat creates three lots and one outlot, which are consistent with the requirements of the Ordinance.

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

Expanded Finding: The City's Journey to 2040 Comprehensive Plan guides the subject property for a mix of commercial and industrial uses, consistent with the proposed use of the subject property.

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

Expanded Finding: The size and configuration of the proposed lots are consistent with land planning and site engineering design principles related to industrial development.

4. The spacing and design of proposed curb cuts and intersection locations are consistent with good traffic engineering design and public safety considerations.

Expanded Finding: The proposed plat includes a proposed street that extends south from the western terminus of 156th Street West to the proposed Outlot A, where it will terminate with a temporary turnaround. The proposed street results in a roughly 1,900 foot-long temporary cul-de-sac, which exceeds the 650-foot maximum length outlined in the City's Unified Development Ordinance. However, the City accepts the length of the temporary cul-de-sac (without a variance) provided that no development occurs on the proposed Outlot A until the proposed street is extended to CSAH 76 (Acorn Trail), thereby eliminating the temporary cul-de-sac.

5. All submission requirements have been satisfied.

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

WHEREAS, the Planning Commission, following the public hearing held on May 3, 2021, also recommended that the Faribault City Council approve the final plat based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. The final plat substantially conforms to the approved preliminary plat.

Expanded Finding: The Applicant prepared the final plat concurrently with the preliminary plat. The final plat is consistent with the preliminary plat.

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

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

3. All submission requirements have been satisfied.

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

WHEREAS, at a public meeting on July 13, 2021, the City Council considered the Applicant's request for preliminary plat and final plat approval and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and makes the identical findings.

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

Section 1. Approval of the preliminary plat and the final plat. The preliminary plat of MET CON BUSINESS PARK SECOND ADDITION included in Exhibit A of this Resolution and the final plat of MET CON BUSINESS PARK SECOND ADDITION included in Exhibit B of this Resolution are hereby approved, subject to the following conditions:

1. Approval of the preliminary plat and final plat is contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.
2. The Owner and the City shall enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer before filing the final plat.
3. The Owner must address, to the satisfaction of the City Engineer, all comments identified in the City Engineer's memorandum, dated April 16/27, 2021, included as Exhibit C of this Resolution.
4. The Owner must prepare and submit engineered construction documents and cost estimates for the proposed public street and public utilities.
5. No development shall occur on Outlot A, MET CON BUSINESS PARK SECOND ADDITION until the outlot is platted as a developable lot and the proposed street from the western terminus of 156th Street West to Outlot A is extended through Outlot A to CSAH 76 (Acorn Trail).
6. The Owner shall cause Lot 1, Block 1, MET CON BUSINESS PARK SECOND ADDITION to be combined with Lot 1, Block 2, MET CON BUSINESS PARK FIRST ADDITION. The Owner shall notify the owner of Lot 1, Block 2, MET CON BUSINESS PARK FIRST ADDITION that the City does not intend to issue any building permits, grading permits, or similar permits for work on Lot 1, Block 2, MET CON BUSINESS PARK FIRST ADDITION until such lot combination occurs.
7. The Owner shall pay to the City of Faribault cash instead of parkland dedication for the proposed Lot 1, Lot 2, and Lot 3 of Block 1, MET CON BUSINESS PARK SECOND ADDITION. As per the Owner's request, the City shall defer parkland dedication (or cash instead of parkland dedication) on the proposed Outlot A MET CON BUSINESS PARK SECOND ADDITION until the Owner chooses to replat Outlot A into a developable lot.

Cash instead of parkland dedication shall be as follows:

A. The estimated market value of the land within the plat (not including improvements) as identified by Rice County as payable in 2021 is \$261,700.00.

B. Land area of the plat as identified in the plat documents is as follows:

Lot 1, Block 1:	3.96 Acres	132,637 SF
Lot 2, Block 1:	10.00 Acres	435,606 SF
Lot 3, Block 1:	1.99 Acres	86,736 SF
Street ROW:	1.54 Acres	67,060 SF
Outlot A:	28.83 Acres	1,256,001 SF
Total Plat Area:	46.32 Acres	2,018,040 SF

C. The area of Lot 1, Lot 2, and Lot 3, Block 1, and the street right of way make up 38 percent of the applicable plat area. Outlot A makes up the remaining 62 percent of the plat.

D. The City's Unified Development Ordinance allows four percent of an industrial subdivision to be dedicated to the City as parkland. The City can require cash instead of parkland in the amount of four percent of the fair market value of the industrial land to be subdivided. The City does not need parkland in this area. Therefore, the Owner must pay cash instead of providing parkland in the amount of \$3,977.84 $((\$261,700 \times 0.38) \times 0.04) = \$3,977.84$. The City must receive said required payment in advance of recording the plat.

E. When the Owner chooses to plat Outlot A of the MET CON BUSINESS PARK SECOND ADDITION into developable lots, the Owner must provide parkland (or cash instead of parkland) for Outlot A based on the City's parkland dedication requirements at the time Outlot A is platted into developable lots.

8. The Owner and the City acknowledge that a stormwater facility exists on Lot 1, Block 1, MET CON BUSINESS PARK SECOND ADDITION. The City has not approved the facility to accommodate stormwater from future development on Lots 1-

3, Block 1, or Outlot A of the Plat. Future development within the plat must provide stormwater facilities per all applicable ordinances and laws and must enter into a Stormwater Maintenance Agreement as required.

9. Future site improvements in the plat that include the addition of 1.0 acre or more of new impervious surface must comply with the requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewer System permit in effect at the time of development. The Owner will be required to enter into a long-term stormwater maintenance agreement with the City and record said agreement at the Rice County Recorder's office.
10. Future storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. 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.
11. Per the Development Agreement, dated August 15, 2018, and recorded as Rice County Document No. A709730, the Developer shall pay a watermain area charge of \$430 per acre and a sanitary sewer area charge of \$1,030 per acre. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

Lot	Area	Water Area Charge	Sanitary Area Charge
Lot 1, Block 1	3.96 Acres	\$1,702.80	\$4,078.80
Lot 2, Block 1	10.00 Acres	\$4,300.00	\$10,300.00
Lot 3, Block 1	1.99 Acres	\$855.70	\$2,049.70
Total	15.95 Acres	\$6,858.00	\$16,428.50

12. The Owner shall be responsible for verifying no wetlands exist on the proposed street right-of-way or Lot 1, Lot 2, Lot 3, Block 1 of the proposed plat.
13. The Applicant or Owner shall provide sufficient permanent property monumentation per the Developer's Platting Agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.
14. The Owner shall provide (to the satisfaction of the City Engineer) a temporary turnaround easement at the northeast corner of Outlot A where Met Con Way connects with Outlot A.
15. The Owner shall provide (to the satisfaction of the City Engineer) a 33-foot wide drainage and utility easement over the one-acre parcel (not included in MET CON BUSINESS PARK SECOND ADDITION) at the northwest quadrant of the intersection of 160th Street West and Acorn Trail.
16. Future development in the plat shall be subject to the City Code requirements and engineering standards in place at the time of development.
17. Future development in the plat shall contain a drainage and grading plan, including surface water management plans meeting the City requirements in place at the time of development. If future development requires permanent stormwater management facilities, the Owner shall enter into a stormwater operation and maintenance agreement with the City.
18. Before recording the approved final plat with the Rice County Recorder's office, the Applicant or Owner must pay all applicable fees and sign the Developer's Platting Agreement.
19. The Applicant or Owner must record the final plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically deem the plat null and void unless the City Council extends the deadline to record the final plat.

20. The Applicant or Owner must provide the City Engineer with a signed Mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.
21. The Applicant or Owner must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the final plat has been successfully recorded at Rice County.
22. The City Council acknowledges the preliminary plat and final plat may require limited corrections and refinements. The City Council hereby authorizes City Staff and the City's consultants to work with the Applicant or Owner to correct and refine the preliminary and final plat as needed or directed by City Staff.

Section 2. Findings. The recitals outlined in this Resolution are incorporated into and made a part of this Resolution and, where applicable, constitute the City Council's findings.

Section 3. Authorization to take additional steps. The City Council authorizes and directs City Staff and the City consultants to take any 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 the City Administrator to take all necessary actions and execute all appropriate documents to effectuate the approvals contemplated by this Resolution.

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

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

[illegible]

[illegible]

Exhibit C: City Engineer's Memorandum dated April 16/27, 2021



Engineering Department Memorandum

TO: David Wanberg, City Planner

CC: Deanna Kuennen, Comm. and Econ. Development Director
Travis Block, Public Works Director
Jeanne Day, Finance Director

FROM: Mark DuChene, City Engineer

DATE: April 27, 2021

SUBJECT: Met Con Business Park Second Addition- Preliminary and Final Plat Review For Planning Commission

BACKGROUND

Randy McDonough, on behalf of McDonough Farms, LLC, has submitted a preliminary and final plat applications for the Met Con Business Park Second Addition. The site is located in the SE ¼ of Section 1 Township 110, Range 21W. The site is adjacent to Interstate 35 to the west, agricultural property and the vacate 160th Street to the south, and platted industrial land to the east and north. This land was recently annexed into the City of Faribault in 2018 per City Council resolution 2018-120.

The proposed subdivision is located on land that is currently zoned I-1 Light Industrial. No rezoning is proposed. The proposed plat includes the extension of a new north/south orientated public street that will connect to the existing 156th Street. The proposed preliminary and final plat shows three (3) lots and one (1) outlot. Lot 1, Block 1 currently is currently used by an existing industrial business (Daikin) for truck storage and storm water management. No change in use is proposed for this lot. Lot 2, Block 1 is a vacant 10 acre lot proposed for industrial use development and Lot 3, Block 1 is proposed to be acquired by the City of Faribault for the construction of an elevated water storage tower. Outlot A will remain undeveloped and is reserved for future phases of industrial development.

The proposed development will be completed by:

Owner/Developer:	McDonough Farms, LLC
Surveyor:	PTS Land Services, Inc.

PLAT

Developer has submitted a preliminary plat and final plat for Met Con Business Park Second Addition. The preliminary and final plat contain three (3) lots and one (1) outlot.

The areas within the plat include:

Lot 1, Block 1	<u>3.96</u> acres	(<u>172,637</u> sf)
Lot 2, Block 1	<u>10.00</u> acres	(<u>435,606</u> sf)
Lot 3, Block 1	<u>1.99</u> acres	(<u>86,736</u> sf)
Outlot A	<u>28.83</u> acres	(<u>1,256,001</u> sf)
Street ROW	<u>1.54</u> acres	(<u>67,060</u> sf)
Total	<u>46.32</u> acres	(<u>2,018,040</u> sf)

Lot 1, Block 1 shall be combined with Lot 1, Block 2 Met Con Business Park First Addition following recording of the subject 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 46.32 acres of land that that is mostly undeveloped farmland. The site generally is slightly rolling to flat and generally drains from west to east.

EASEMENTS

Existing Easements

There is an existing easement parallel to the western plat boundary that has a total effective width of 46.5 ft in favor of Northern States Power Company (NSP aka Xcel Energy).

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code on the proposed Lots 1, 2 & 3, Block 1 Met Con Business Park Second Addition final plat. A public drainage and utility easement is proposed to be provided over the entirety of the existing storm water management basin on Lot 1, Block 1. A public drainage and utility easement shall be provided parallel to the western plat boundary that does not conflict with the existing NSP easement.

Drainage and utility easements shall be provided as shown and as necessary within Outlot A to facilitate the construction and operation of the proposed watermain to serve the proposed water tower. These easements shall be of such width and location as deemed necessary by the City Engineer and may be either platted or provided by separate easement document.

The Developer shall provide a temporary access/turn-around easement for the temporary turn-around to be constructed at the southerly end of the proposed north/south street extension. Said easement shall be in sufficient form and substance to allow the public to turn around and

the City to maintain the public right-of-way. Said easement shall remain in existence until such time that the road is extended and connected to Acorn Trail.

STREET AND SITE LAYOUT

Acorn Trail (CSAH 76)

The site is west of and adjacent to Acorn Trail a Rice County state aid highway. Acorn Trail is a major collector and is constructed as a two-lane, rural roadway with right and left turn lanes and is within a varying width right-of-way. Future access to Acorn Trail will be subject to review and approval by the Rice County Highway Engineer.

156th Street West

The site is west of and adjacent to 156th Street W. 156th Street is a local street and is constructed as a 36-foot wide (face to face), urban roadway and is within a 75-foot width right-of-way. No improvements are proposed to 156th Street W. 156th Street was platted and constructed prior to the plat area being annexed into the City.

North/South Street (156th Court)

156th Court is proposed to be a local street and extended from its current terminus on the west end of 156th Street W and extend south. 156th Court shall be renamed as an Avenue in accordance with the City's standard street naming policies. 156th Court is proposed to be constructed as a 36-foot wide, undivided urban roadway with no-parking on both sides of the road. 156th Court is proposed to be within a 66-ft right-of-way and shall terminate in a temporary cul-de-sac with a minimum radius of 45-feet. Said temporary cul-de-sac shall be constructed without curb and gutter and contained within a corresponding temporary access easement. The proposed street extension is more than 1,000 feet which exceeds the City's subdivision ordinance limiting cul-de-sacs to no more than 650 feet. No further extension of 156th Court shall be allowed with another connection to a secondary access point on another public roadway.

Developer is responsible for all costs to construct 156th Court and shall submit engineered plans and specifications for review by the City Engineer prior to approval of the final plat.

Future East/West Connection to Acorn Trail

Further development of Outlot A shall require the extension and connection of 156th Court to a future east/west orientated street that shall connect to Acorn Trail. Said future street shall be a minimum 36-foot wide street within a 66-foot right-of-way. Connection to Acorn Trail shall be subject to the review and approval of the Rice County Highway Department.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

No storm sewer plans were submitted as part of the preliminary and final plat submittal plans. Future storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City

Engineer for review and approval with the final construction plans. 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 development is not located within the City's current 2004 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the east to a low area that is drained through a field tile under Acorn Trail (CSAH 76) and eventually under the railroad to a Minnesota DNR intermittent stream and eventually to the Cannon River.

Future site improvements that include the addition of 1.0 acres or more of new impervious surface must comply with the requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers permit in effect at the time of development 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.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to 156th Street W only.

UTILITIES

SANITARY SEWER

The development is proposed to be served by public sanitary sewer facilities. Ten-inch sanitary sewer mains shall be extended within 156th Court from the stub at the western end of 156th Street. The sewers flow to existing facilities within 156th Street to a lift station on the east side of Acorn Trail. The existing City-owned downstream facilities have sufficient capacity to serve the development. The Developer is responsible for all costs associated with sanitary sewer extensions.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

WATERMAIN

The development is proposed to be served by public watermain facilities. There are four distinct segments of watermain proposed to be constructed within the plat area under separate private and public contracts.

The following improvements shall be completed as part of the subdivision improvements:

Segment 1 - Ten-inch watermain shall be extended within 156th Court right-of-way from 156th Street W to the proposed driveway for Lot 3, Block 1. The Developer shall be responsible for 100% of the costs of the equivalent length of 8-inch watermain and the City shall reimburse the Developer for the oversizing materials costs from 8-inch to 10-inch as part of the Development Agreement.

The following improvements shall be completed as part of a City contract separate from the subdivision improvements:

Segment 2 - Twelve-inch watermain shall be extended south from Lot 3, Block 1 to approximately the southern plat boundary. The Developer shall reimburse the City for 100% of the costs of the equivalent length of 8-inch watermain including 15% engineering fees. The Developer shall provide the City a drainage and utility easement in sufficient width and location to accommodate this watermain segment at no cost to the City.

Segment 3 - Twelve-inch watermain shall be extended to the west from the southern end of segment 2 under Interstate 35. The City shall be responsible for all the costs associated with this segment of watermain. The Developer shall provide the City a drainage and utility easement in sufficient width and location to accommodate this watermain segment at no cost to the City.

Segment 4 - Ten-inch watermain shall be extended to the from the southern end of segment 2 to the east to connect to the existing 10-inch watermain on the west side of Acorn Trail. The Developer shall reimburse the City for 50% of the costs of the equivalent length of 8-inch watermain including 15% engineering fees. The City will be responsible for the oversizing costs of the watermain and may recoup the other 50% of the 8-inch equivalent costs from the property owner south of and adjacent to the southern plat boundary at the time said property develops. The Developer shall provide the City a drainage and utility easement in sufficient width and location to accommodate this watermain segment at no cost to the City.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans. Final hydrant location and spacing shall be approved by the Fire Chief.

Per the Development Agreement, dated August 15, 2018, and recorded as Document No. A709730, the Developer shall pay a watermain area charge of \$430/acre and a sanitary sewer area charge of \$1,030/acre on all platted lots. Charges on Outlot A will be deferred until such time as Outlot A is re-platted into developable lots. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

Lot	Area	Water Area Charge	Sanitary Area Charge
Lot 1, Block 1	<u>3.96</u> acres	\$ 1,702.80	\$ 4,078.80
Lot 2, Block 1	10.00 acres	<u>\$ 4,300.00</u>	\$10,300.00
Lot 3, Block 1	<u>1.99</u> acres	<u>\$ 855.70</u>	<u>\$ 2,049.70</u>
Total	15.95 acres	<u>\$ 6,858.50</u>	\$16,428.50

Water Tower Site Acquisition and Improvements

The City has developed plans to construct a 750,000 gallon elevated water storage tower on the site of Lot 3, Block 1 of the proposed plat. The City and Developer have agreed to a purchase price of \$1.10/square foot for the land which equates to $86,736.10 \text{ s.f.} \times \$1.10/\text{s.f.} = \$95,409.71$. As part of the Development Agreement the Developer shall deed Lot 3, Block 1 to the City.

LIGHTING & ELECTRIC UTILITIES

The Developer shall be responsible for the cost of installing street lighting as required by City Council Resolution NO. 2003-198. Developer shall submit a proposed street light layout plan to the City for review and approval. Developer shall pay the electric company for the purchase of all components of the street lighting system as approved by the City and all costs incurred by the utility company for the installation of the street light system not covered in the electric utility company rate for this service. The City and electric company shall enter into a contractual agreement for the operation and maintenance of the street lighting system.

Per Section 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground. The Developer shall be responsible for arranging and coordinating with the respective utility company and paying for any related costs for the movement of any existing overhead utilities within the proposed development underground in conjunction with the arranging of utility servicing for the newly created lots with the subdivision and the installation of street lights.

WETLANDS

The preliminary plat does not show any delineated wetlands on site and there are no known wetlands. Developer is responsible for investigating and identifying the presence of wetlands on site according to the wetland conservation act.

RECOMMENDATION

Engineering recommends approval of the preliminary and final plat, subject to the comments within this report and the following:

- Developer shall submit engineered drawings and cost estimate for the public street and utility improvements within the proposed 156th Court.
- Developer shall submit current title work for plat area
- Developer shall make corrections to plat drawings as noted on redlined drawings submitted to Developer under separate cover.
- Future development of the lots shall be subject to the City Code requirements and engineering standards in place at the time of development.
- Future development submittals shall contain a drainage and grading plan including surface water management plans meeting the City requirements in place at the time of development. If future development requires permanent stormwater management facilities, owner shall enter into a stormwater maintenance and operations agreement with the City.

- Developer shall enter into a development agreement prior to filing the final plat and issuance of any building permits.

FARIBAULT PLANNING COMMISSION

May 3, 2021 - PUBLIC HEARING

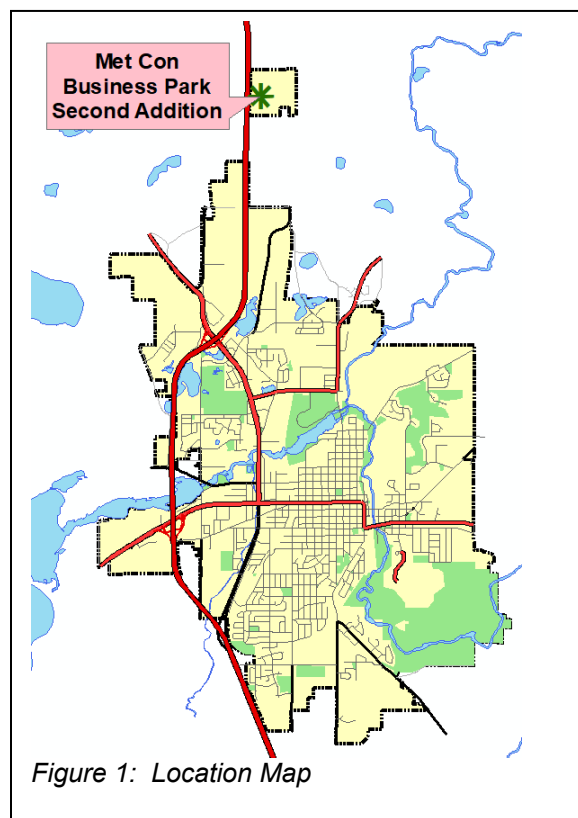
Request:	Approve a Preliminary Plat and a Final Plat for Met Con Business Park Second Addition
Location:	Met-Con Business Park near 15760 Acorn Trail
Applicant:	Randy McDonough
Owner:	McDonough Farms, LLC
Recommendation:	Recommend Approval of Resolution 2021-095
Deadline for Action:	May 29, 2021
From:	David Wanberg, City Planner

OVERVIEW OF THE REQUEST

Randy McDonough (the Applicant), on behalf of McDonough Farms, LLC (the Owner), has requested approval of a preliminary plat and a final plat for Met Con Business Park Second Addition. Refer to Figure 1 for the subject property's location and refer to Figure 2 for an aerial view of the site and surrounding area.

The proposed plat will replat Outlot A, Met Con Business Park First Addition into the following (see Figure 3):

- Lot 1: Four-acre lot to be acquired by Daikin Applied for their existing stormwater basin and truck staging area
- Lot 2: Ten-acre lot to be available for future industrial development
- Lot 3: Two-acre lot to be acquired by the City of Faribault for a future water tower
- Outlot A: 29-acre outlot to be replatted in the future for industrial lots



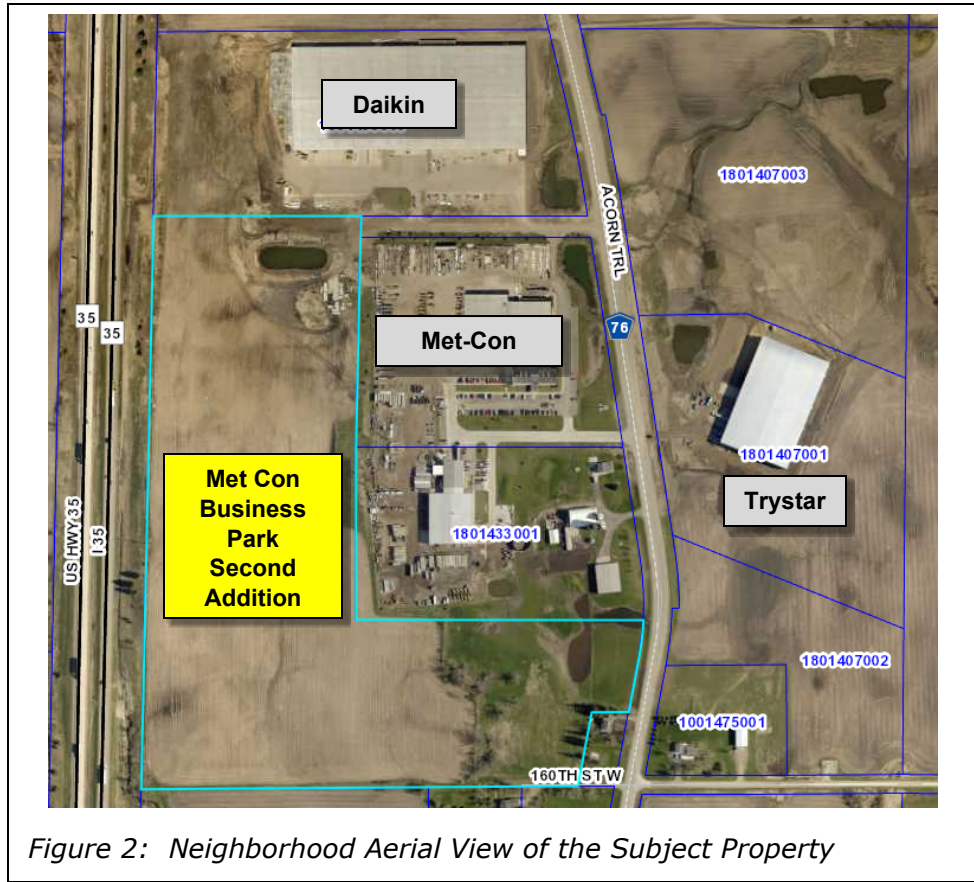


Figure 2: Neighborhood Aerial View of the Subject Property

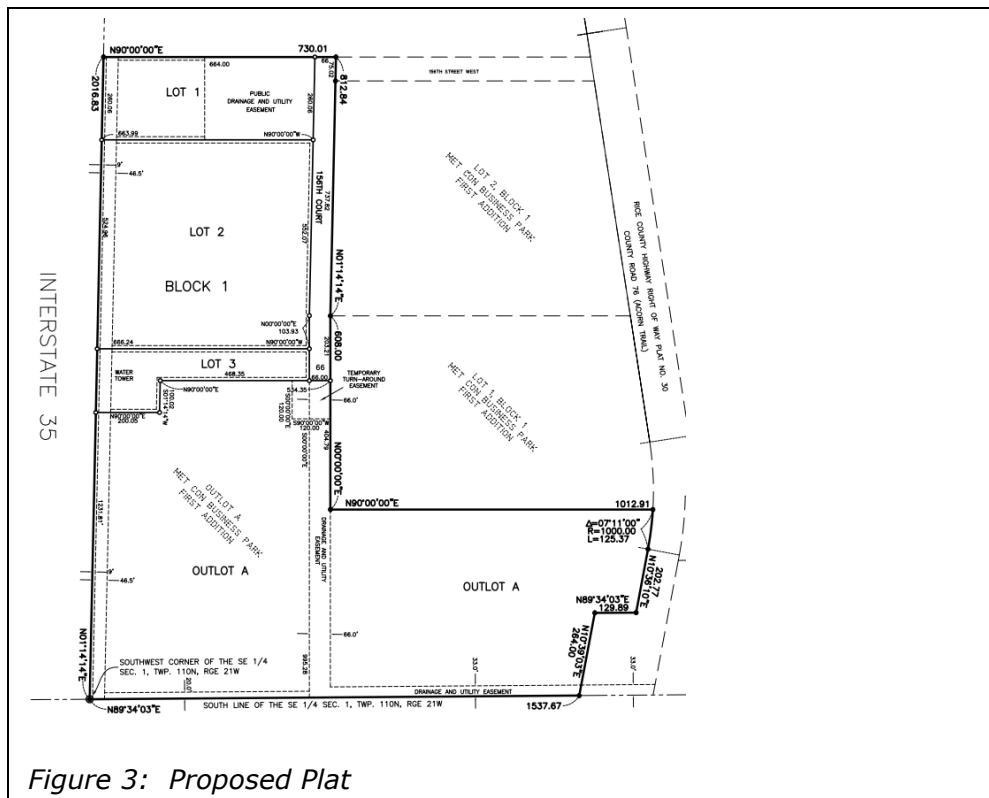


Figure 3: Proposed Plat

OVERVIEW OF THE PRELIMINARY PLAT AND FINAL PLAT

The following provides an overview of the planning issues associated with the proposed preliminary plat and final plat. Refer to the attached City Engineer's report for an overview of the engineering issues.

1. **Existing and Surrounding Conditions.** The subject property is an undeveloped 46.33-acre outlot in the Met Con Business Park First Addition. Most of the outlot is currently farmed. The northern part of the site contains a stormwater basin and truck staging area for Daikin Applied, which is on the existing lot to the north of the subject property.

Interstate Highway 35 abuts the west property line of the subject property. Existing industries are to the north and east. Agricultural land in Wells Township is to the south.

The City is not aware of significant natural or cultural features on the subject property. It appears there are no wetlands on the subject property. However, the Applicant must confirm this with Rice County Soil and Water Conservation District. The site has no steep slopes or significant vegetation.

2. **Guided Land Use and Zoning.** The City of Faribault Journey to 2040 Comprehensive Plan guides the subject property for commercial/industrial mix. The Plan envisions industry as the predominant use in the area. The property is zoned I-1, Light Industrial, which is consistent with the Comprehensive Plan.
3. **Proposed Public Street.** The proposed plat includes a public street that will extend south from the western terminus of 156th Street West to the northern part of the proposed Outlot A, where it will end with a temporary cul-de-sac. When the Owner chooses to replat Outlot A into buildable industrial lots, the proposed street will be extended to the south end of Outlot A, where it will connect with County Road 76 (Acorn Trail) by a future extension of 160th Street West. Refer to Figure 3: Proposed Street for additional information.

Until the proposed street connects to County Road 76, the street serving the plat will be a roughly 1,900-foot long cul-de-sac. The City's Unified Development Ordinance limits the length of cul-de-sacs to 650 feet. However, the cul-de-sac is a temporary situation, and

the City's Fire Chief feels that emergency responders will have adequate access to all areas in the plat. The City will allow the temporary cul-de-sac as proposed until the Owner replats Outlot A into buildable lots.



Figure 4: Proposed Street

4. **No Public Trail or Sidewalks Required.** The City has no plans for a trail or sidewalk in the area. Therefore, the proposed public street right-of-way does not include a sidewalk or trail.
5. **Street Name and Building Address Numbers.** The City annexed the subject property in 2018. As per the property's Annexation Agreement, the property must use the County's address system until the annexed land is contiguous with the rest of the city, at which time the property owner's will be responsible for changing their addresses to be consistent with City standards.

The Applicant should not name the proposed cul-de-sac 156th Street Court as shown on the proposed Final Plat because the cul-de-sac is a temporary situation. City staff suggests that the Applicant assign the street a name rather than a number. The City suggests the following lot/building addresses:

- Lot 1, Block 1: This lot is intended to be combined with the Daikin parcel at 15620 Acorn Trail
- Lot 2, Block 1: 15762 "xxx" Avenue
- Lot 3, Block 1: 15768 "xxx" Avenue

Again, when the subject property becomes contiguous with the main part of the city, the Owner must change the addresses to be consistent with the City's standards.

6. **Size and Layout of the Proposed Lots.** The proposed lots meet the dimensional requirements for lots in the I-1 zoning district.
7. **Parkland Dedication.** The City has no plans for parkland in the area. Therefore the City will require the Owner to provide cash-in-lieu of parkland for Lots 1-3 and the dedicated street right-of-way. At the Owner's request, the City will delay collecting cash in lieu of parkland dedication on Outlot A until the Owner chooses to replat the outlot into developable lots.
8. **Easements.** A 46.5-foot overhead powerline utility easement exists along the western property line of the plat. The plat should be revised to note the easement document number.

The plat shows perimeter drainage and utility easements on each lot. However, the plat should also include a 10-foot drainage and utility easement to the east of the existing powerline easement.

The final plat shows a drainage and utility easement on Outlot A to accommodate the future watermain in this area. When the Owner plats Outlot A, this area will become a dedicated right-of-way for the future street extension. Additional easements may be needed to address stormwater. Refer to the City Engineer's report for additional information.

- 9. Grading, Drainage, and Stormwater.** The Applicant must prepare grading, drainage, and stormwater plans, and City Staff must approve the plans before the final plat is recorded. In general, the subject property is suitable for industrial development. There are no excessive slopes nor poorly drained areas of concern. Refer to the City Engineer's report for additional information.
- 10. Utilities.** The plat can be readily served by City sewer and water. The Owner will be required to provide street lighting. Refer to the City Engineer's report for additional information.
- 11. Development Schedule.** The City will request bids in June for the City's future water tower on Lot 3. The Applicant/Owner will need to provide access to Lot 3 by September this year. The Applicant/Owner may construct the permanent street at a later date. The future extension of the street to CSAH 76 (Acorn Trail) will be dependent on the Applicant/Owner platting Outlot A into developable lots.
- 12. Development Review Committee Action.** The Development Review Committee does not object to the proposed preliminary plat and final plat. However, the Applicant must work with City Staff to refine the plats before the City Council takes final action on the plats. The Applicant will need to prepare construction documents for City approval before recording the plat.

RECOMMENDED ACTION

Recommend that the City Council approve Resolution 2021-095, based on the findings and conditions included in the resolution.

ATTACHMENTS

- Resolution 2021-095
- Applicant's Application
- City Engineer's Memorandum



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
Mark DuChene, City Engineer
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-153 Approve Met Con Business Park Second Addition Developer's Platting Agreement

Background:

City Staff requests that the City Council authorize the execution of the Met Con Business Park Second Addition Developer's Platting Agreement (see attached Resolution 2021-153). The Resolution allows City Staff and its consultants to refine the Agreement as necessary to meet the intent of the approved preliminary plat and final plat of Met Con Business Park Second Addition.

Recommendation:

Approve Resolution 2021-153 Approve Met Con Business Park Second Addition Developer's Platting Agreement

Attachments:

1. Resolution 2021-153 Approve Met Con Business Park Second Addition Developer's Platting Agreement

CITY OF FARIBAULT

RESOLUTION #2021-153

APPROVE MET CON BUSINESS PARK SECOND ADDITION DEVELOPER'S PLATTING AGREEMENT

WHEREAS, the Faribault City Council, on July 13, 2021, approved Resolution 2021-095: Approve Preliminary Plat and Final Plat of Met Con Business Park Second Addition; and

WHEREAS, Resolution 2021-095 requires that the City of Faribault (the "City") and McDonough Farms, LLC (the "Developer") execute a Developer's Platting Agreement for Met Con Business Park Second Addition; and

WHEREAS, the City in consultation with the Developer prepared the Developer's Platting Agreement (attached as Exhibit 1 to this Resolution), which includes a Certificate of Completion as an exhibit of the Developer's Platting Agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Developer's Platting Agreement included in Exhibit 1 of this Resolution, and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to sign the Developer's Platting Agreement and, after the Developer has complied with its obligations under the Developer's Platting Agreement, sign the Certificate of Completion.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT 1
MET CON BUSINESS PARK SECOND ADDITION
DEVELOPER'S PLATTING AGREEMENT

MET CON BUSINESS PARK SECOND ADDITION
DEVELOPER'S PLATTING AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of July, 2021, by and between the City of Faribault, a Minnesota municipal corporation, (the "**City**") and McDonough Farms, LLC, a Minnesota limited liability company (the "**Developer**") (together with the City the "**Parties**" or each a "**Party**").

Recitals

WHEREAS, the Developer is the fee owner of certain real property located in the City of Faribault, Rice County, Minnesota, (the "**Property**"), legally described in **Exhibit A**.

WHEREAS, the Developer shall plat the Property consistent with the preliminary and final plat of MET CON BUSINESS PARK SECOND ADDITION (the "**Plat**"), approved by the City Council in Resolution No. 2021-095 (the "**Authorizing Resolution**") on July 13, 2021, which is set forth in **Exhibit B** and incorporated by reference to this Agreement as if fully set forth herein, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement and state statutes.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms of the Agreement

Article One
General Provisions

1.01. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

Article Two
Representations and Warranties

2.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

2.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a Minnesota limited liability company.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

Article Three Construction of Improvements

3.01. Designation of Improvements. Improvements to be installed that are identified to be dedicated and accepted by the City, in the City's sole discretion upon satisfactory completion, are included as part of the Public Improvements. The Public Improvements are being constructed on the Property and abutting public rights-of-way as part of a 3-lot industrial park subdivision, platted and developed in accordance with the preliminary and final Plat, approved under the Authorizing Resolution.

Improvements to be installed at Developer's expense are hereinafter referred to as "Plan A Improvements". Plan A improvements include street and utility construction of Met Con Way from 156th Street W to the temporary turn around south of Lot 3, Block 1 MET CON BUSINESS PARK SECOND ADDITION as shown on the plans titled Met Con Business Park Second Addition Met Con Way Street & Utility Construction, Faribault, MN, completed by the Developer's consultant Jones Haugh Smith, dated June 16, 2021, whose cover is attached to this Agreement as EXHIBIT D. Improvements to be installed by the City under separate contract and plans hereinafter referred to as "Plan B Improvements". Plan B improvements include the extension of watermain along the southern plat boundary and extending north to Lot 3, Block 1 MET CON BUSINESS PARK SECOND ADDITION as shown on the plans titled NW Area Tower and Watermain Improvements and NW Area Tower, completed by the City's hired engineering consultant Bolton & Menk, dated April 23, 2021 and May 11, 2021, respectively, whose cover sheets are attached to this Agreement as EXHIBIT E.

Any other improvements contemplated to be constructed by the Developer, or future property owners, on the Property will be deemed private improvements and are not covered by this Agreement, and construction of any such improvements shall be done in accordance with any and all applicable codes and regulations, and subject to appropriate review and permitting.

3.02. Plan A Improvements. The Developers will construct and install at the Developers' expense the following improvements under Plan A according to the following terms and conditions:

A. Site Grading. The Property shall be graded in accordance with future plans to be completed by the Developer and whose approval shall be subject to the review and approval of the City. A Grading Plan for the Property shall be provided prior to issuance of any building permits unless approved otherwise by the City Engineer. Upon completion of site grading an as-built grading plan shall be provided. The as-built grading plan shall identify, lot corner elevations, elevations and centerline grades for rights-of-way for all interior and adjacent public streets, storm water storage ponds, surface drainage ways, pathways, park areas, common greenways, and open spaces. The as-built Grading Plan shall have a maximum two (2) foot contours and meet the requirements of City's Code of Ordinance Chapter 28, Article VII Sec 28-230 and shall be submitted and approved by the City prior to issuance of any building permits.

B. Public Improvements. The Developer will construct and install, at the Developer's sole expense (subject to any reimbursement that may be provided by the City under the terms of this Agreement), the Public Improvements, according to the following terms and conditions:

1. Street and Utility Improvements. The Developer agrees to construct municipal sanitary sewer, watermain, utility service lines, storm sewer, urban-section street improvements, including subgrade preparation/correction/stabilization, aggregate base, concrete curb and gutter, and bituminous paving, landscaping, erosion control, signage, and related appurtenances and improvements, in accordance with City standards and direction, and subject to the review and approval of the City Engineer. A final copy of the Plans must be filed with the City for review and approval prior to commencement of construction of the Public Improvements. All labor and work performed by the Developer in connection with construction of the Public Improvements shall be done and performed in the best and most worker-like manner and in strict conformance with the Plans. Any deviation from the Plans must be approved in writing by the City. Prior to initiating construction of the Public Improvements, the Developer shall hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements.

2. Storm Water Pollution Prevention Plan (SWPPP). The Developer shall be responsible for erosion and sediment control throughout the site grading work as well as the construction of the Public Improvements. The plans for the Public Improvements shall include a complete SWPPP prepared in accordance with and meeting the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the MPCA NPDES General Stormwater Permit for Construction Activity requirement.

The Developer shall be responsible for submitting a permanent stormwater management plan prior to the issuance of any building permits for Lot 2, Block 1, MET CON BUSINESS PARK SECOND ADDITION which shall be in conformance with all applicable local, state and federal stormwater management requirements in effect at the time of submittal.

Failed erosion control structures or apparent need for additional erosion control measures will be addressed within twenty-four (24) hours notification by the City. If the Developer fails to perform the requested corrections in the time frame given, the Developer hereby grants the City consent to enter onto the property to perform the corrective work. The Developer will reimburse the City for all erosion control work performed on its behalf. The Developer shall inspect and if necessary clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf.

3. Sodding and Landscaping. The Developer will be responsible for sodding or seeding all interior and right-of-way areas that are not paved and all other disturbed turf areas. The Developer will also be responsible for sodding drainage swales and emergency overflow swales as directed by the City. The financial guarantee requirements for the Public Improvements, as described herein, shall include the estimated cost of seeding and/or sodding. The Developer shall guarantee the survivability of the sodding for one year from the time of installation. At a minimum, two rows of sod must be placed behind all curb and gutter to minimize soil erosion to the street or alternative turf establishment methods as approved by the City Engineer.

4. Street Maintenance. The Developer shall be responsible for street maintenance, including street sweeping until the project is complete. All streets shall be maintained free of debris

and soil until the subdivision is completed. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassible, such streets shall be barricaded and closed. In the event parcels are occupied or actively under construction prior to completing streets, the Developer shall maintain a smooth driving surface, adequate drainage, and provide snow and ice control on all incomplete streets.

5. **Damage Responsibilities.** The Developer shall be financially responsible for the repair of any damage done to the streets and public utilities from the time of installation until the development is fully completed and approved by the City.

6. **Street Name and Regulatory Signs.** The Developer shall be financially responsible for all public street name signs at all intersections and provide other traffic control signs within the subdivision determined to be necessary by the City. The City shall furnish and install all permanent traffic control signage as required and bill the Developer or credit the City's share of construction costs due to the Developer an equivalent amount. Signage is estimated to cost \$500.00 and to consist of one (1) stop sign and two (2) street name signs and one (1) future street extension sign including associated posts, inserts connectors and labor and materials for installation. Approved temporary street name signs shall be installed by the Developer prior to issuance of the first building permit, if the permanent signage has not yet been installed.

7. **Street Lights.** The Developer shall be responsible for the cost of installing street lighting as required by the City Council in Resolution No. 2003-198, adopted November 10, 2003. The street lights shall conform to City Code in all respects. Street lighting systems located within the public right-of-way shall be owned, installed, operated and maintained by the electric utility company (Steele-Waseca Co-Op Electric). The City and the electric utility company shall enter into a contractual agreement to the rate and maintenance of the street lighting system, or the comparable pre-pay lighting program currently in use with the electric company.

It shall be the responsibility of the Developer to:

Pay the electric utility company for the purchase of all components of the street lighting system.

Pay the electric utility company any cost incurred in the installation of the street lighting units not covered in the electric utility company rate for this service.

The style of the lighting system along with the purchase and installation costs will be established by the City Council. An alternate lighting system style will require City approval. The Developer shall pay any additional costs.

All of the street lighting costs shall be guaranteed as part of the Public Improvements security as outlined in this Agreement.

The City shall make the final determination as to the number and location of street lights to be installed as part of the subdivision.

8. **Property Monumentation.** The Developer agrees to provide sufficient property monumentation (temporary), installed by or under the direction of a registered land surveyor, prior to and during the course of the construction of the Public Improvements to ensure proper layout. The Developer further agrees to install all subdivision monumentation (permanent) not later than one year from the date of recording of the Plat, or the monumentation shall be installed on a per-lot basis at the time a building permit for the subject lot is issued, whichever occurs first. The Developer shall submit to the City written verification by a registered land surveyor licensed in the state of Minnesota that the required monuments have been installed throughout the Plat no later than the end of the one-year period. All subdivision monumentation (property irons) shall be marked with a steel or fiberglass fence post (a minimum of four feet high above the ground) for ease of locating.

9. **Underground Utilities.** In accordance with Sec. 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground. The Developer shall be responsible for arranging and coordinating with the respective utility company for the movement of any existing overhead utilities within or abutting the proposed development underground in conjunction with the arranging of utility servicing for the newly created lots with the Plat and the installation of street lights.

10. **Other Governmental Jurisdictions.** The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional, and local jurisdictions prior to the commencement of site grading or construction of the Public Improvements, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

C. Plan A Security Requirements

The Developer shall submit a security for the Plan A improvements at the time the Plan A improvements are approved by the City and prior to any construction starting. The security shall be in a form acceptable to the City and shall be for 130% of the estimated construction costs of the improvements which is 125% of the estimated construction costs plus 5% for City Engineering/Administration services.

D. Construction of Plan A Improvements

1. **Construction.** The construction, installation, materials, and equipment shall be in accordance with plans and specifications approved by the City. The Developer agrees to have Plan A improvements completed within five years of the recording of this Agreement and shall construct and provide a minimum of a 24 foot wide gravel base access road either within the Mete Con Way right-of-way or via an alternate route mutually acceptable to the Developer and the City by September 1, 2021, in order to facilitate access to Lot 3, Block 1 for the construction of the proposed NW Area Watertower. If the Plan A improvements are not completed by the Developer within five years of the recording of this Agreement, the City may complete said Plan A improvements and said costs thereof shall be assessed against the Developer's benefited properties and the Developer agrees to pay such assessments on, including any reasonable engineering, legal, and administrative costs incurred by the City, shall be paid by the Developer to the City as special

assessments levied against the benefited land area in installments with interest on unpaid installments, set by the City Council.

2. Faithful Performance of Construction Contracts and Security. The Developers will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developers for the installation and construction of all Plan A Improvements and hereby guarantees the workmanship and materials for a period of one (1) year following the City's final acceptance of the Plan A Improvements. Prior to the start of any construction activity, the Developers will furnish to, and at all times thereafter maintain with the City a cash deposit, certified check, performance bond or irrevocable letter of credit, based on one hundred twenty five percent (125%) of the total estimated cost of Plan A Improvements as indicated in Section B. Such Security shall be for the exclusive use and benefit of the City of Faribault and shall state thereon that the same is issued to guarantee and assure performance by the Developers of all the terms and conditions of this Subdivision Agreement and construction of all required improvements in accordance with the ordinances and specifications of the City. The City reserves the right to draw, in whole or in part, on any portion of the Security for the purpose of guaranteeing the terms and conditions of this agreement. The Security shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like letter.

3. Reduction of Security Guarantee for Plan A Improvements. The Developers may request reduction of the Security based on prepayment or the value of the completed improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed without charge to the developer only once per month based on monthly payments to contractors. If additional evaluations are requested, the developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City.

3.03. Plan B Improvements. These improvements will be installed by the City under a City Contract publicly bid and financed by the City. The following improvements under Plan B will be constructed according to the terms, conditions, and specifications of the City as outlined in this agreement. These improvements include but are not limited to the costs for the construction of watermain along the southern plat boundary and extending north to Lot 3, Block 1 MET CON BUSINESS PARK SECOND ADDITION and the construction of the associated elevated water storage tower as shown on the plans titled NW Area Tower and Watermain Improvements and NW Area Tower, completed by the City's hired engineering consultant Bolton & Menk, dated April 23, 2021 and May 11, 2021, respectively, whose cover sheets are attached to this Agreement as EXHIBIT E.

A. Payment of Costs for Plan B Improvements

1. If the City orders the installation of the Plan B Improvements, the Developer agrees to pay the Developer's share of the Plan B improvements as an additional area charge to the Sewer and Water Area Charges per the provisions of the Development and Annexation Agreement recoded as Document No. A709730 dated August 15, 2018, approved by the Faribault City Council on August 15, 2018 per Resolution 2018-165 and are to be paid at such time as Outlot A, MET CON BUSINESS PARK SECOND ADDITION is developed.

3.04. Design and Construction Engineering Services. Depending on work load the City Engineering Department, three alternatives may be available for providing Engineering Services for Plan A Improvements. The fees for the various options are based on the construction costs as determined by competitive bids let by the City or cost estimates provided by the Developer's Consultant and approved by the City.

Table A – City Engineer Service Fees

<u>Project Amount</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
	15 %	9 %	5 %

Option 1 – In this case, the Developers are required to submit the required information for the platting process and the City Engineer will complete design, let the project and oversee the construction of the public utility and street improvements as well as perform the construction staking on the project based on sub-division monumentation provided by the Developers. The City Engineering services also include preparation of the subdivision agreement, general project administration, and attendance at all meetings, coordination of the development project through the City process including the review of the preliminary plat submittal, the final plat and preparation of the assessment role. Also included in the City Engineering services is project coordination with City, County and State Agencies as well as the application and payment for all local, state and federal permits required for the installation of City Utilities and Streets. Under Option 1 the City will produce as-built drawings (including ties to all service locations).

Option 2 – Same as Option 1 however, the Developers hire a private consulting engineering firm (consultant) to complete the final design engineering, plans and specifications. All consulting engineering firms are subject to approval by the City Engineer. The Developers have retained a Private Consultant to prepare the Plans and Specifications.

Option 3 – Same as Option 2, except that the Developers also retain the private consulting engineering firm to oversee the construction of the public utility and street improvements as well as perform the construction staking as well as to produce as-built drawings (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software).

1. Construction Staking - The Consulting Engineer shall be responsible for all staking services for grading, sanitary sewer, watermain, storm sewer, lot services, sidewalks, trails, and all roadway improvements, including curb elevations and centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.

2. Construction Inspection and Testing – The construction contract work shall include requirements for all contractors to perform testing that is identified as contractor responsibility under the governing specifications (latest editions of MnDOT Standard

Specifications for Construction and CEAM Standard Specifications, and the project Special Provisions) and provide copies of all test results to the City. Access, coordination, and assistance with City personnel for other testing work being done by City shall also be included as part of the construction contract work.

3. Televising of Sanitary Sewers - The construction contract work shall include the televising of all sanitary sewers installed as part of the Public Improvements and a copy of said recording (on DVD) shall be provided to the City.

4. As-Built/Record Drawings – At the completion of construction, a full set of as-built drawings for the Site Grading and the Public Improvements (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software) shall be provided to the City.

All inspection and testing services that are the responsibility of the Developer shall be performed by competent personnel, currently certified by the Minnesota Department of Transportation in the areas of construction being performed as part of the Project, or having other certification of training acceptable to the City.

The Developers have retained Jones, Haugh, Smith Engineers & Surveyors to design the Plan A improvements and have hired BCM Construction to provide construction oversight, staking and other contract administrative services as set forth in Option 3 above for the Plan A improvements.

3.05. City Responsibilities for Construction Engineering Services. The City shall be responsible for general engineering review and oversight, and shall provide construction inspection and testing services for the construction of the Public Improvements as follows:

1. Construction Inspection and Testing – The City shall perform the following inspection and testing services, retain copies of all inspection/testing reports (to be provided as may be requested from the Developer), collect and retain tickets for all bituminous mixtures delivered and placed in the subdivision, and certify that all improvements were installed in accordance with the approved plans and specifications:

Inspection of all pipe installation and backfilling operations
Compaction/Density testing
Witness pressure testing of sewer and water piping
Witness conductivity and disinfection testing of water piping
Approve preparation of subgrade for roadway

2. Materials Testing

Gradations for Class 5 aggregate base, concrete aggregate, and bituminous mixture aggregate (certified mix designs for concrete and bituminous mixtures approved by MnDOT shall be submitted prior to construction)

Extraction tests for bituminous mixtures

Air, slump, and temperature for concrete
Concrete cylinder breaks

For those testing procedures that require the use of an outside firm (such as bituminous extraction and concrete cylinder breaks), the Developer shall be responsible for the cost of those outside services (to be invoiced along with the general City engineering services billings).

3.06. **Public Improvements Security Requirements.** A detailed cost estimate for the Public Improvements and all other work identified as the responsibility of the Developer shall be prepared in conjunction with the final plans approved by the City. Prior to the start of any construction activity, the Developer will furnish to, and at all times thereafter maintain with the City a cash escrow, certified check, performance bond or irrevocable letter of credit or combination thereof (hereinafter, collectively known as the "Security"), based on Plan A improvements and all other required work designated as the responsibility of the Developer.

Such Security shall be for the exclusive use and benefit of the City of Faribault and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Agreement and construction of all required Public Improvements in accordance with the ordinances and specifications of the City. The City reserves the right to utilize or draw, in whole or in part, on any portion of the Security for the purpose of guaranteeing the construction of all required Public Improvements and terms and conditions of this Agreement. The Security shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like Security.

The Developer may request reduction of the Security based on prepayment or the value of the completed Public Improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed without charge to the Developer only once per month based on monthly payments to contractors. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City, in its sole discretion.

3.07. **Construction of the Public Improvements.** The construction, installation, materials, and equipment shall be in accordance with the final plans and specifications approved by the City. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Public Improvements and hereby guarantees the workmanship and materials for a period of one (1) year following the City's final acceptance of the Public Improvements.

3.08. **City Cost Share Responsibilities for Plan A Public Improvements.** The City shall be responsible for a portion of the costs of the Plan A Public Improvements constructed on Met Con Way for the oversizing of the watermain from 8 inch to 10 inch diameter watermain. The watermain is being oversized due to the connection to the proposed City water tower on Lot 3, Block 1, MET CON BUSINESS PARK SECOND ADDITION. The City shall reimburse the developer for the costs related to the material oversizing only plus 15% for engineering fee reimbursement. The City's cost share for the Plan A improvements is \$8,740.00.

The City will deduct its cost share responsibilities from the billings and reimbursable expenses for City engineering services billed to the Developer. Should the City's cost share responsibilities exceed the billings to the Developer, the City shall reimburse the Developer for the difference.

3.09. Developer Cost Share Responsibilities for Plan B Public Improvements. The Developer shall be responsible for a portion of the costs of the Plan B Public Improvements. The Developer shall be responsible for the equivalent length costs for an 8-inch watermain extended from Lot 3, Block 1 to the proposed water main along the south plat boundary as well as 50% of the equivalent costs for an 8-inch water main along the south plat boundary from the existing watermain located on the west side of Acom Trail to the intersection with the proposed 12-inch watermain running north/south connecting to the water tower site at Lot 3, Block 1. The Developer shall also be responsible for an additional 15% on top of the equivalent construction costs for engineering fee reimbursements. The City shall be responsible for all costs beyond the responsibility of the Developer for the watermain. The Developer's cost share for the Plan B improvements is \$106,455.85.

Article Four Additional Provisions

4.01. Platting Requirements. The Developer shall plat the Property consistent with the preliminary and final plat of MET CON BUSINESS PARK SECOND ADDITION, approved by the City Council in Resolution No. 2021-095, on June 22, 2021, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes. Subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes, the Developer shall finalize the plat of MET CON BUSINESS PARK SECOND ADDITION and shall cause the final plat of MET CON BUSINESS PARK SECOND ADDITION to be recorded with the Rice County Recorder/Registrar of Titles and provide the City with a reproducible Mylar copy of said plat and a digital copy of said plat in a format suitable to the City Engineer.

4.02. Additional Requirements. The Developer shall satisfy, complete, and abide by all requirements set forth in the Authorizing Resolution set forth in **Exhibit B**, including adequately addressing all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's plat opinion as to be set forth in **Exhibit C** and incorporated herein by reference as if fully set forth in this Agreement required by the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement.

4.03. City Attorney Review: Title Work. Prior to recording the Plat with Rice County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. The City Council's approval of the Plat contemplated by Resolution No. 2021-095 and this Agreement is subject to the Developer's compliance with this provision. The

Developer shall provide an Owner's Policy of Title Insurance naming the City as the insured, showing the party recording the plat and dedicating the easements as the fee simple owner, and insuring against loss or damage of all covered risks in the policy in the event that the party filing the Plat and dedicating the easements did not own the property. The City shall have the ability to make a claim on the policy in the event the party filing the Plat and dedicating the easements did not own the property.

The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with an Owner's Policy of Title Insurance, the Owner's Policy of Title Insurance shall be consistent with the requirements of the City Attorney and with an effective date on which the final Plat is recorded. The City will not issue any building permits or certificates of occupancy until the Developer has provided the City with the Owner's Policy of Title Insurance to the satisfaction of the City Attorney. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to the Authorizing Resolution and by the City Attorney are recorded and all conditions for release of the final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

4.04. Plat Modifications and Revisions. The Parties acknowledge that various potential modifications and revision issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.05. Property Monumentation. The Developer agrees to install all permanent subdivision monumentation within twelve (12) months from the date of recording of this Agreement and shall submit to the City written certification by a licensed land surveyor that the required monuments have been installed throughout the plat. All monuments shall be marked with a steel or fiberglass post to allow for easy location following their installation.

4.06. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the plat of MET CON BUSINESS PARK SECOND ADDITION and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The City acknowledges that on March 30, 2021, the Developer deposited with the City the amount of \$3,000.00 to be applied to payment of the costs described in this section. The Developer acknowledges that if such costs exceed this amount, the Developer

shall, upon demand by the City, pay such additional costs to the City within 10 days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event the City does not recover its costs under the provisions of this section, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.07. Attorneys' Fees. If the City employs attorneys for the enforcement of any obligation on the part of the Developer under this Agreement, and the City prevails in the action, the Developer agrees that it will pay to the City the reasonable fees of the attorneys so incurred by the City.

4.08. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

4.09. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

4.10. Agreement to Run with Land. This Agreement may be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

4.11. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

4.12. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally.

- (a) as to the Developer: McDonough Farms, LLC
15760 Acorn Trail
Faribault, MN 55021
Attn: Troy Zabinski/Randy McDonough
- (b) as to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator
- with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4.13. Cash in Lieu of Parkland Dedication. As per the provisions of Resolution No. 2021-095 (see Exhibit B), approved by the Faribault City Council on June 8, 2021, the Developer shall pay to the City of Faribault \$3,977.84 in lieu of parkland dedication for the proposed Lot 1-3, Block 1, MET CON BUSINESS PARK SECOND ADDITION and the adjacent street right-of-way. The Developer shall pay the required cash in lieu of parkland dedication to the City before recording the Plat. As per the Developer's request, the City shall defer parkland dedication (or cash in lieu of parkland dedication) on the proposed Outlot A until the Owner chooses to replat Outlot A into a developable lot.

4.14. Sewer and Water Area Charges. As per the provisions of the Development and Annexation Agreement recorded as Document No. A709730 dated August 15, 2018, approved by the Faribault City Council on August 15, 2018 per Resolution 2018-165, the Developer shall pay to the City a watermain area charge of \$430/acre and a sanitary sewer area charge of \$1,030/acre on all platted lots. Charges on Outlot A will be deferred until such time as Outlot A is re-platted into developable lots. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

Lot	Area	Water Area Charge	Sanitary Area Charge
Lot 1, Block 1	3.96 acres	\$ 1,702.80	\$ 4,078.80
Lot 2, Block 1	10.00 acres	\$ 4,300.00	\$10,300.00
<u>Lot 3, Block 1</u>	<u>1.99 acres</u>	<u>\$ 855.70</u>	<u>\$ 2,049.70</u>
Total	15.95 acres	\$ 6,858.50	\$16,428.50

4.15. Easement Dedication. The Developer expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of a final plat as set forth in the City's subdivision regulations.

4.16. Stormwater Operation and Maintenance Agreement.

A. The Parties acknowledge that a stormwater facility exists on Lot 1, Block 1, MET CON BUSINESS PARK SECOND ADDITION. It has not been designed by the Developer or approved by the City to accommodate stormwater from future development on Lots 1-3, Block 1 or Outlot A of the Plat. The Parties further acknowledge that the Developer or its assigns or successors shall provide stormwater facilities per all applicable ordinances and laws for future development within the Plat and enter into Stormwater Maintenance Agreements with the City in the general form attached hereto as **Exhibit G**.

B. Unless specifically noted otherwise or agreed upon by the Developer and City as part of the Stormwater Maintenance Agreement, the stormwater facilities serving the Plat will be private and will be maintained by the Developer at its sole expense. The Developer shall be responsible for the maintenance, repair or replacement of all stormwater facilities serving the Property. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. The Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as **Exhibit G**. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right, but not the obligation to do so if the Developer fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Plat and will run with the land. The Developer acknowledges that i) the stormwater facilities will not be owned by the City; ii) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have responsibility for such work; iii) maintenance work shall be considered routine and shall be 100% the responsibility of the Developer; iv) when non-routine maintenance work is proposed, the Developer shall review the proposed work with the City Engineer or the City Engineer's representative for approval; v) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and vi) if the City performs any work on the stormwater facilities, the City has the right to specially assess or otherwise recover the cost of such work against the Property within the Plat.

C. The Developer agrees to inform purchasers within the Plat that i) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have primary responsibility for such work; ii) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and iii) if the City performs any work on the stormwater facilities, the City intends to recover the cost of such work from the owners of any lots within the Plat.

4.17. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

4.20. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, except to the extent caused by the negligence or willful misconduct of the City, its officials, agents, and employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.21. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement. U.S. Bancorp Community Development Corporation, a Minnesota corporation, its successors and/or assigns, the investor limited partner of Developer (the "Investor Limited Partner") and the Greater Minnesota Housing Fund, a Minnesota nonprofit corporation ("GMHF") shall have the right, but not the obligation, to cure any default or event of default by Developer under this Agreement, and City shall accept performance by Investor Limited Partner or GMHF, as applicable of any obligation of Developer thereunder as though tendered by Developer itself.

4.22. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing Federal, State, and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.23. Parking and Storage. The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Plan A improvements. Existing developed public roadways or rights-of-way shall not be utilized for these purposes except as allowed by the City.

4.24. City's Access. The Developer hereby grants the City, its agents, employees, officials and contractors a non-revocable license to enter the Property to perform all work and inspections deemed appropriate by the City related to said development.

4.25. Zoning Issues. The parties to this Agreement acknowledge that the zoning for the Property in the Plat should be uniform. It is the intent of the Developer and the City that the zoning for the Property be revised such that it meets the end usage associated with the development of the Property and Plat. The Developer and the City agree to cooperate with each other to revise or correct any zoning issues relative to the Plat and to provide any and all additional documentation deemed necessary to effectuate such revisions or corrections for such zoning issues.

4.26. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this contract.

4.27. Building Permits. Approval of the Plat does not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Plat. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

4.28. Miscellaneous Provisions.

A. The Developer represents to the City that the subdivision and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances and zoning ordinances. If the City determines that the subdivision or the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the subdivision or the Plat does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the Plat, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely at the cost of the Developer;

further, the Developer shall take all necessary actions such that the Plat will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

G. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

H. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

I. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as **Exhibit F**.

4.29. Miscellaneous Plat Improvements, Conditions and Requirements. The Developer and the City acknowledge that the Developer is obligated by the following Plat improvements, conditions and requirements:

A. Lot 3, Block 1, MET CON BUSINESS PARK SECOND ADDITION shall be deeded to the City, subject to the review and approval of the City Attorney. The City shall compensate the Developer at the agreed upon purchase price of \$1.10/square foot of land or $86,736.10 \text{ s.f.} \times \$1.10/\text{s.f.} = \$95,409.71$

B. Lot 1, Block 1 MET CON BUSINESS PARK SECOND ADDITION shall be combined with Lot 1, Block 2 MET CON BUSINESS PARK FIRST ADDITION following recording of the subject plat.

The Developer shall be responsible for all applications fees, development and construction costs associated with such improvements, conditions and requirements.

4.30. Other Agreements. Any other agreements affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such agreements and this Agreement, the language of this Agreement shall control.

[The remainder of this page to remain intentionally blank].

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

Notary Public

DEVELOPER

McDonough Farms, LLC, a Minnesota limited liability company

By: _____
Troy Zabinski
Its: Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Troy Zabinski, Chief Manager of McDonough Farms, LLC, a Minnesota limited liability company.

Notary Public

This document drafted by:

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

EXHIBIT A OF THE DEVELOPER'S PLATTING AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Outlot A, MET CON BUSINESS PARK SECOND ADDITION, according to the plat herof, on file and of record in the office of the County Recorder, Rice County, Minnesota

Abstract Property

EXHIBIT B OF THE DEVELOPER'S PLATTING AGREEMENT

THE AUTHORIZING RESOLUTION

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2021-095

**APPROVE PRELIMINARY PLAT AND FINAL PLAT OF
MET CON BUSINESS PARK SECOND ADDITION**

WHEREAS, Randy McDonough (Applicant), on behalf of McDonough Farms, LLC, (Owner), submitted applications for preliminary plat and final plat approval of MET CON BUSINESS PARK SECOND ADDITION, legally described as follows:

OUTLOT A, MET CON BUSINESS PARK FIRST ADDITION, according to the plat hereof on file and of record in the office of the County Recorder, Rice County, Minnesota; and

WHEREAS, City Staff completed a review of the Applicant's request for preliminary plat and final plat approval and made a report to the Faribault Planning Commission, a copy of which City Staff presented to the Faribault City Council; and

WHEREAS, the Planning Commission, on May 3, 2021, following proper notice, held a public hearing regarding the Applicant's request, and following said public hearing recommended that the City Council approve the preliminary plat based on the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other**

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applicable provisions of this Ordinance, subject only to acceptable rule exceptions.

Expanded Finding: The preliminary plat creates three lots and one outlot, which are consistent with the requirements of the Ordinance.

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

Expanded Finding: The City's Journey to 2040 Comprehensive Plan guides the subject property for a mix of commercial and industrial uses, consistent with the proposed use of the subject property.

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

Expanded Finding: The size and configuration of the proposed lots are consistent with land planning and site engineering design principles related to industrial development.

4. The spacing and design of proposed curb cuts and intersection locations are consistent with good traffic engineering design and public safety considerations.

Expanded Finding: The proposed plat includes a proposed street that extends south from the western terminus of 156th Street West to the proposed Outlot A, where it will terminate with a temporary turnaround. The proposed street results in a roughly 1,900 foot-long temporary cul-de-sac, which exceeds the 650-foot maximum length outlined in the City's Unified Development Ordinance. However, the City accepts the length of the temporary cul-de-sac (without a variance) provided that no development occurs on the proposed Outlot A until the proposed street is extended to CSAH 76 (Acorn Trail), thereby eliminating the temporary cul-de-sac.

5. All submission requirements have been satisfied.

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

WHEREAS, the Planning Commission, following the public hearing held on May 3, 2021, also recommended that the Faribault City Council approve the final plat based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. **The final plat substantially conforms to the approved preliminary plat.**

Expanded Finding: The Applicant prepared the final plat concurrently with the preliminary plat. The final plat is consistent with the preliminary plat.

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

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

3. **All submission requirements have been satisfied.**

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

WHEREAS, at a public meeting on July 13, 2021, the City Council considered the Applicant's request for preliminary plat and final plat approval and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and makes the identical findings.

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

Section 1. Approval of the preliminary plat and the final plat. The preliminary plat of MET CON BUSINESS PARK SECOND ADDITION included in Exhibit A of this Resolution and the final plat of MET CON BUSINESS PARK SECOND ADDITION included in Exhibit B of this Resolution are hereby approved, subject to the following conditions:

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1. Approval of the preliminary plat and final plat is contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.
2. The Owner and the City shall enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer before filing the final plat.
3. The Owner must address, to the satisfaction of the City Engineer, all comments identified in the City Engineer's memorandum, dated April 16/27, 2021, included as Exhibit C of this Resolution.
4. The Owner must prepare and submit engineered construction documents and cost estimates for the proposed public street and public utilities.
5. No development shall occur on Outlot A, MET CON BUSINESS PARK SECOND ADDITION until the outlot is platted as a developable lot and the proposed street from the western terminus of 156th Street West to Outlot A is extended through Outlot A to CSAH 76 (Acorn Trail).
6. The Owner shall cause Lot 1, Block 1, MET CON BUSINESS PARK SECOND ADDITION to be combined with Lot 1, Block 2, MET CON BUSINESS PARK FIRST ADDITION. The Owner shall notify the owner of Lot 1, Block 2, MET CON BUSINESS PARK FIRST ADDITION that the City does not intend to issue any building permits, grading permits, or similar permits for work on Lot 1, Block 2, MET CON BUSINESS PARK FIRST ADDITION until such lot combination occurs.
7. The Owner shall pay to the City of Faribault cash instead of parkland dedication for the proposed Lot 1, Lot 2, and Lot 3 of Block 1, MET CON BUSINESS PARK SECOND ADDITION. As per the Owner's request, the City shall defer parkland dedication (or cash instead of parkland dedication) on the proposed Outlot A MET CON BUSINESS PARK SECOND ADDITION until the Owner chooses to replat Outlot A into a developable lot.

Cash instead of parkland dedication shall be as follows:

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- A. The estimated market value of the land within the plat (not including improvements) as identified by Rice County as payable in 2021 is \$261,700.00.
- B. Land area of the plat as identified in the plat documents is as follows:
- | | | |
|------------------|-------------|--------------|
| Lot 1, Block 1: | 3.96 Acres | 132,637 SF |
| Lot 2, Block 1: | 10.00 Acres | 435,606 SF |
| Lot 3, Block 1: | 1.99 Acres | 86,736 SF |
| Street ROW: | 1.54 Acres | 67,060 SF |
| Outlot A: | 28.83 Acres | 1,256,001 SF |
| Total Plat Area: | 46.32 Acres | 2,018,040 SF |
- C. The area of Lot 1, Lot 2, and Lot 3, Block 1, and the street right of way make up 38 percent of the applicable plat area. Outlot A makes up the remaining 62 percent of the plat.
- D. The City's Unified Development Ordinance allows four percent of an industrial subdivision to be dedicated to the City as parkland. The City can require cash instead of parkland in the amount of four percent of the fair market value of the industrial land to be subdivided. The City does not need parkland in this area. Therefore, the Owner must pay cash instead of providing parkland in the amount of \$3,977.84 $((\$261,700 \times 0.38) \times 0.04) = \$3,977.84$. The City must receive said required payment in advance of recording the plat.
- E. When the Owner chooses to plat Outlot A of the MET CON BUSINESS PARK SECOND ADDITION into developable lots, the Owner must provide parkland (or cash instead of parkland) for Outlot A based on the City's parkland dedication requirements at the time Outlot A is platted into developable lots.
8. The Owner and the City acknowledge that a stormwater facility exists on Lot 1, Block 1, MET CON BUSINESS PARK SECOND ADDITION. The City has not approved the facility to accommodate stormwater from future development on Lots 1-

3, Block 1, or Outlot A of the Plat. Future development within the plat must provide stormwater facilities per all applicable ordinances and laws and must enter into a Stormwater Maintenance Agreement as required.

9. Future site improvements in the plat that include the addition of 1.0 acre or more of new impervious surface must comply with the requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewer System permit in effect at the time of development. The Owner will be required to enter into a long-term stormwater maintenance agreement with the City and record said agreement at the Rice County Recorder's office.
10. Future storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. 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.
11. Per the Development Agreement, dated August 15, 2018, and recorded as Rice County Document No. A709730, the Developer shall pay a watermain area charge of \$430 per acre and a sanitary sewer area charge of \$1,030 per acre. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

Lot	Area	Water Area Charge	Sanitary Area Charge
Lot 1, Block 1	3.96 Acres	\$1,702.80	\$4,078.80
Lot 2, Block 1	10.00 Acres	\$4,300.00	\$10,300.00
Lot 3, Block 1	1.99 Acres	\$855.70	\$2,049.70
Total	15.95 Acres	\$6,858.00	\$16,428.50

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12. The Owner shall be responsible for verifying no wetlands exist on the proposed street right-of-way or Lot 1, Lot 2, Lot 3, Block 1 of the proposed plat.
13. The Applicant or Owner shall provide sufficient permanent property monumentation per the Developer's Platting Agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.
14. The Owner shall provide (to the satisfaction of the City Engineer) a temporary turnaround easement at the northeast corner of Outlot A where Met Con Way connects with Outlot A.
15. The Owner shall provide (to the satisfaction of the City Engineer) a 33-foot wide drainage and utility easement over the one-acre parcel (not included in MET CON BUSINESS PARK SECOND ADDITION) at the northwest quadrant of the intersection of 160th Street West and Acorn Trail.
16. Future development in the plat shall be subject to the City Code requirements and engineering standards in place at the time of development.
17. Future development in the plat shall contain a drainage and grading plan, including surface water management plans meeting the City requirements in place at the time of development. If future development requires permanent stormwater management facilities, the Owner shall enter into a stormwater operation and maintenance agreement with the City.
18. Before recording the approved final plat with the Rice County Recorder's office, the Applicant or Owner must pay all applicable fees and sign the Developer's Platting Agreement.
19. The Applicant or Owner must record the final plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically deem the plat null and void unless the City Council extends the deadline to record the final plat.

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20. The Applicant or Owner must provide the City Engineer with a signed Mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.
21. The Applicant or Owner must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the final plat has been successfully recorded at Rice County.
22. The City Council acknowledges the preliminary plat and final plat may require limited corrections and refinements. The City Council hereby authorizes City Staff and the City's consultants to work with the Applicant or Owner to correct and refine the preliminary and final plat as needed or directed by City Staff.

Section 2. Findings. The recitals outlined in this Resolution are incorporated into and made a part of this Resolution and, where applicable, constitute the City Council's findings.

Section 3. Authorization to take additional steps. The City Council authorizes and directs City Staff and the City consultants to take any 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 the City Administrator to take all necessary actions and execute all appropriate documents to effectuate the approvals contemplated by this Resolution.

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

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

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**Exhibit A: Preliminary Plat of
MET CON BUSINESS PARK SECOND ADDITION**

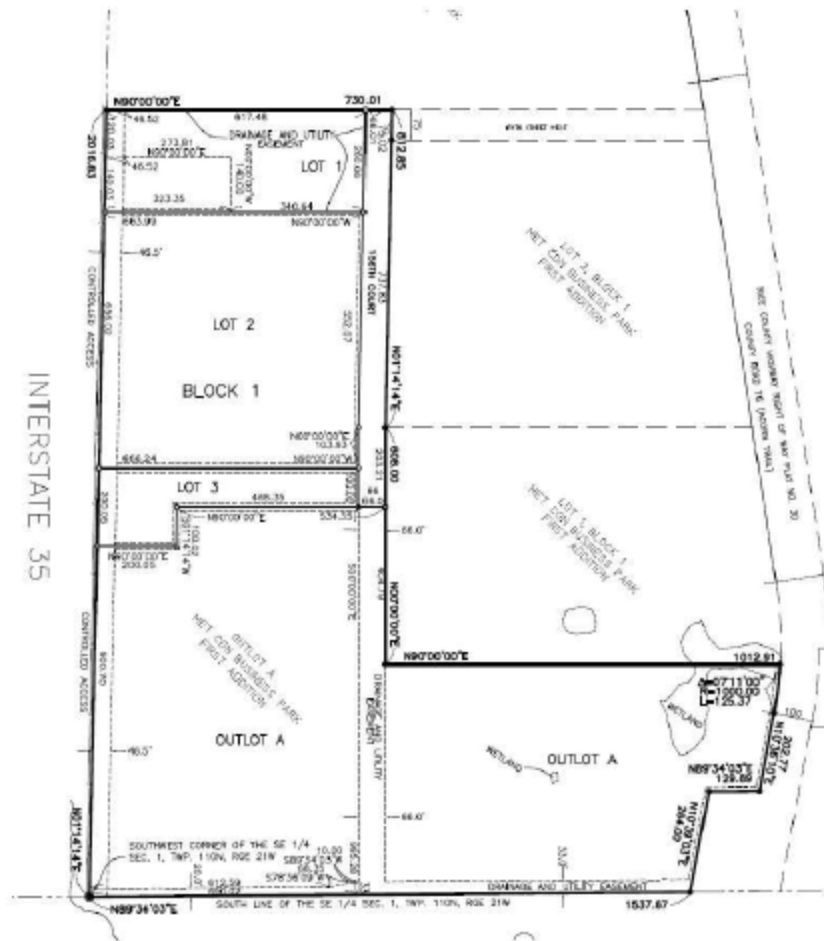


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**Exhibit B: Final Plat of
MET CON BUSINESS PARK SECOND ADDITION**



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Exhibit C: City Engineer's Memorandum dated April 16/27, 2021



Engineering Department Memorandum

TO: David Wanberg, City Planner
CC: Deanna Kuennen, Comm., and Econ. Development Director
Travis Block, Public Works Director
Jeanne Day, Finance Director
FROM: Mark DuChene, City Engineer
DATE: April 27, 2021
SUBJECT: Met Con Business Park Second Addition- Preliminary and Final Plat Review Eor Planning Commission

BACKGROUND

Randy McDonough, on behalf of McDonough Farms, LLC, has submitted a preliminary and final plat applications for the Met Con Business Park Second Addition. The site is located in the SE ¼ of Section 1 Township 110, Range 21W. The site is adjacent to Interstate 35 to the west, agricultural property and the vacate 160th Street to the south, and platted industrial land to the east and north. This land was recently annexed into the City of Faribault in 2018 per City Council resolution 2018-120.

The proposed subdivision is located on land that is currently zoned I-1 Light Industrial. No rezoning is proposed. The proposed plat includes the extension of a new north/south orientated public street that will connect to the existing 156th Street. The proposed preliminary and final plat shows three (3) lots and one (1) outlot. Lot 1, Block 1 currently is currently used by an existing industrial business (Dairin) for truck storage and storm water management. No change in use is proposed for this lot. Lot 2, Block 1 is a vacant 10 acre lot proposed for industrial use development and Lot 3, Block 1 is proposed to be acquired by the City of Faribault for the construction of an elevated water storage tower. Outlot A will remain undeveloped and is reserved for future phases of industrial development.

The proposed development will be completed by:

Owner/Developer:	McDonough Farms, LLC
Surveyor:	PTS Land Services, Inc.

PLAT

Developer has submitted a preliminary plat and final plat for Met Con Business Park Second Addition. The preliminary and final plat contain three (3) lots and one (1) outlot.

The areas within the plat include:

Lot 1, Block 1	3.96 acres	(172,637 sf)
Lot 2, Block 1	10.00 acres	(435,606 sf)
Lot 3, Block 1	1.99 acres	(86,736 sf)
Outlot A	28.83 acres	(1,256,001 sf)
Street ROW	1.54 acres	(67,060 sf)
Total	46.32 acres	(2,018,040 sf)

Lot 1, Block 1 shall be combined with Lot 1, Block 2 Met Con Business Park First Addition following recording of the subject 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 46.32 acres of land that that is mostly undeveloped farmland. The site generally is slightly rolling to flat and generally drains from west to east.

EASEMENTS

Existing Easements

There is an existing easement parallel to the western plat boundary that has a total effective width of 46.5 ft in favor of Northern States Power Company (NSP aka Xcel Energy).

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code on the proposed Lots 1, 2 & 3, Block 1 Met Con Business Park Second Addition final plat. A public drainage and utility easement is proposed to be provided over the entirety of the existing storm water management basin on Lot 1, Block 1. A public drainage and utility easement shall be provided parallel to the western plat boundary that does not conflict with the existing NSP easement.

Drainage and utility easements shall be provided as shown and as necessary within Outlot A to facilitate the construction and operation of the proposed watermain to serve the proposed water tower. These easements shall be of such width and location as deemed necessary by the City Engineer and may be either platted or provided by separate easement document.

The Developer shall provide a temporary access/turnaround easement for the temporary turnaround to be constructed at the southerly end of the proposed north/south street extension. Said easement shall be in sufficient form and substance to allow the public to turn around and

the City to maintain the public right-of-way. Said easement shall remain in existence until such time that the road is extended and connected to Acorn Trail.

STREET AND SITE LAYOUT

Acorn Trail (CSAH 76)

The site is west of and adjacent to Acorn Trail a Rice County state aid highway. Acorn Trail is a major collector and is constructed as a two-lane, rural roadway with right and left turn lanes and is within a varying width right-of-way. Future access to Acorn Trail will be subject to review and approval by the Rice County Highway Engineer.

156th Street West

The site is west of and adjacent to 156th Street W. 156th Street is a local street and is constructed as a 36-foot wide (face to face), urban roadway and is within a 75-foot width right-of-way. No improvements are proposed to 156th Street W. 156th Street was platted and constructed prior to the plat area being annexed into the City.

North/South Street (156th Court)

156th Court is proposed to be a local street and extended from its current terminus on the west end of 156th Street W and extend south. 156th Court shall be renamed as an Avenue in accordance with the City's standard street naming policies. 156th Court is proposed to be constructed as a 36-foot wide, undivided urban roadway with no parking on both sides of the road. 156th Court is proposed to be within a 66-ft right-of-way and shall terminate in a temporary cul-de-sac with a minimum radius of 45-feet. Said temporary cul-de-sac shall be constructed without curb and gutter and contained within a corresponding temporary access easement. The proposed street extension is more than 1,000 feet which exceeds the City's subdivision ordinance limiting cul-de-sacs to no more than 650 feet. No further extension of 156th Court shall be allowed with another connection to a secondary access point on another public roadway.

Developer is responsible for all costs to construct 156th Court and shall submit engineered plans and specifications for review by the City Engineer prior to approval of the final plat.

Future East/West Connection to Acorn Trail

Further development of Outlot A shall require the extension and connection of 156th Court to a future east/west orientated street that shall connect to Acorn Trail. Said future street shall be a minimum 36-foot wide street within a 66-foot right-of-way. Connection to Acorn Trail shall be subject to the review and approval of the Rice County Highway Department.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

No storm sewer plans were submitted as part of the preliminary and final plat submittal plans. Future storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City.

Engineer for review and approval with the final construction plans. 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 development is not located within the City's current 2004 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the east to a low area that is drained through a field tile under Acorn Trail (CSAH 76) and eventually under the railroad to a Minnesota DNR intermittent stream and eventually to the Cannon River.

Future site improvements that include the addition of 1.0 acres or more of new impervious surface must comply with the requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers permit in effect at the time of development 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.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to 156th Street W only.

UTILITIES

SANITARY SEWER

The development is proposed to be served by public sanitary sewer facilities. Ten-inch sanitary sewer mains shall be extended within 156th Court from the stub at the western end of 156th Street. The sewers flow to existing facilities within 156th Street to a lift station on the east side of Acorn Trail. The existing City-owned downstream facilities have sufficient capacity to serve the development. The Developer is responsible for all costs associated with sanitary sewer extensions.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

WATERMAIN

The development is proposed to be served by public watermain facilities. There are four distinct segments of watermain proposed to be constructed within the plat area under separate private and public contracts.

The following improvements shall be completed as part of the subdivision improvements:

Segment I - Ten-inch watermain shall be extended within 156th Court right-of-way from 156th Street W to the proposed driveway for Lot 3, Block 1. The Developer shall be responsible for 100% of the costs of the equivalent length of 8-inch watermain and the City shall reimburse the Developer for the oversizing materials costs from 8-inch to 10-inch as part of the Development Agreement.

The following improvements shall be completed as part of a City contract separate from the subdivision improvements:

Segment 2 - Twelve-inch watermain shall be extended south from Lot 3, Block 1 to approximately the southern plat boundary. The Developer shall reimburse the City for 100% of the costs of the equivalent length of 8-inch watermain including 15% engineering fees. The Developer shall provide the City a drainage and utility easement in sufficient width and location to accommodate this watermain segment at no cost to the City.

Segment 3 - Twelve-inch watermain shall be extended to the west from the southern end of segment 2 under Interstate 35. The City shall be responsible for all the costs associated with this segment of watermain. The Developer shall provide the City a drainage and utility easement in sufficient width and location to accommodate this watermain segment at no cost to the City.

Segment 4 - Ten-inch watermain shall be extended to the from the southern end of segment 2 to the east to connect to the existing 10-inch watermain on the west side of Acorn Trail. The Developer shall reimburse the City for 50% of the costs of the equivalent length of 8-inch watermain including 15% engineering fees. The City will be responsible for the oversizing costs of the watermain and may recoup the other 50% of the 8-inch equivalent costs from the property owner south of and adjacent to the southern plat boundary at the time said property develops. The Developer shall provide the City a drainage and utility easement in sufficient width and location to accommodate this watermain segment at no cost to the City.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans. Final hydrant location and spacing shall be approved by the Fire Chief.

Per the Development Agreement, dated August 15, 2018, and recorded as Document No. A709730, the Developer shall pay a watermain area charge of \$430/acre and a sanitary sewer area charge of \$1,030/acre on all platted lots. Charges on Outlot A will be deferred until such time as Outlot A is re-platted into developable lots. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

Lot	Area	Water Area Charge	Sanitary Area Charge
Lot 1, Block 1	3.96 acres	\$ 1,702.80	\$ 4,078.80
Lot 2, Block 1	10.00 acres	\$ 4,300.00	\$10,300.00
Lot 3, Block 1	1.99 acres	\$ 855.70	\$ 2,049.70
Total	15.95 acres	\$ 6,858.50	\$16,428.50

Water Tower Site Acquisition and Improvements

The City has developed plans to construct a 750,000 gallon elevated water storage tower on the site of Lot 3, Block 1 of the proposed plat. The City and Developer have agreed to a purchase price of \$1.10/square foot for the land which equates to $86,736.10 \text{ s.f.} \times \$1.10/\text{s.f.} = \$95,409.71$. As part of the Development Agreement the Developer shall deed Lot 3, Block 1 to the City.

LIGHTING & ELECTRIC UTILITIES

The Developer shall be responsible for the cost of installing street lighting as required by City Council Resolution NO. 2003-198. Developer shall submit a proposed street light layout plan to the City for review and approval. Developer shall pay the electric company for the purchase of all components of the street lighting system as approved by the City and all costs incurred by the utility company for the installation of the street light system not covered in the electric utility company rate for this service. The City and electric company shall enter into a contractual agreement for the operation and maintenance of the street lighting system.

Per Section 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground. The Developer shall be responsible for arranging and coordinating with the respective utility company and paying for any related costs for the movement of any existing overhead utilities within the proposed development underground in conjunction with the arranging of utility servicing for the newly created lots with the subdivision and the installation of street lights.

WETLANDS

The preliminary plat does not show any delineated wetlands on site and there are no known wetlands. Developer is responsible for investigating and identifying the presence of wetlands on site according to the wetland conservation act.

RECOMMENDATION

Engineering recommends approval of the preliminary and final plat, subject to the comments within this report and the following:

- Developer shall submit engineered drawings and cost estimate for the public street and utility improvements within the proposed 156th Court.
- Developer shall submit current title work for plat area
- Developer shall make corrections to plat drawings as noted on redlined drawings submitted to Developer under separate cover.
- Future development of the lots shall be subject to the City Code requirements and engineering standards in place at the time of development.
- Future development submittals shall contain a drainage and grading plan including surface water management plans meeting the City requirements in place at the time of development. If future development requires permanent stormwater management facilities, owner shall enter into a stormwater maintenance and operations agreement with the City.

- Developer shall enter into a development agreement prior to filing the final plat and issuance of any building permits.

EXHIBIT C OF THE DEVELOPER'S PLATTING AGREEMENT

CITY ATTORNEY'S PLAT OPINION



Offices in
Minneapolis
Saint Paul
St. Cloud
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis MN 55402-1299
(612) 337-9300 telephone
(612) 337-9310 fax
<http://www.kennedy-graven.com>
Alternative Action, Equal Opportunity
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NICK P. VALLE
Attorney at Law
Direct Dial: (612) 337-9235
Email: nvalle@kennedy-graven.com

May 20, 2021

VIA E-MAIL ONLY

Peter Waldock, AICP
Planning Coordinator
City of Faribault
208 N.W. First Avenue
Faribault, MN 55021
pwaldock@ci.faribault.mn.us

David Wanberg, AICP
City Planner
City of Faribault
208 N.W. First Avenue
Faribault, MN 55021
dwanberg@ci.faribault.mn.us

RE: Plat Opinion – MET CON BUSINESS PARK SECOND ADDITION

Gentlemen:

I have reviewed the title commitment from Old Republic National Title Insurance Company with a commitment date of November 6, 2020 (the "**Commitment**"). I have also reviewed a final plat, prepared by PTS Land Services, Inc. which is titled **MET CON BUSINESS PARK SECOND ADDITION** (the "**Plat**").

The Commitment purports to cover the following legal descriptions:

Outlot A, Met Con Business Park First Addition, Rice County, Minnesota.

(the "**Property**").

Based on my review of the Commitment and the Plat, I have the following comments relative to the proposed Plat:

1. **Plat execution.** The names and signatures of all of the following parties in interest must appear on the Plat:
 - a. The fee owner, as identified by the Commitment: McDonough Farms, LLC, a Minnesota limited liability company.
2. **Plat Corrections:**
 - a. The title "INSTRUMENT OF DEDICATION" should be removed.

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- b. The fee owner included on the Plat should match that of the Commitment exactly in all places within the Plat. If, however, changes to the fee ownership have been made since the Commitment see Section 6 below.
- c. The legal description of the Property included on the Plat should match that of the Commitment exactly.
- d. Assuming that changes are in fact required under Section 2(b) herein, the dedication paragraph of the Plat should be revised to replace "Have" and "do" with "Has" and "does".
- e. The entity description for McDonough Farms, LLC should read "a Minnesota limited liability company" in all places where referenced.
- f. The City Council section should be revised to read as follows:

This plat of MET CON BUSINESS PARK SECOND ADDITION was approved and accepted by the City Council of the City of Faribault, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.
- g. The notary section included within the City Council's section of the Plat is not required and therefore should be removed.
- h. The header "COUNTY RECORDER" should be removed as the proper heading is already included below.

3. **Title Commitment Exceptions:**

- a. Utility and drainage easement(s) as shown on the recorded plat of Met Con Business Park First Addition. *The City should consider vacating the prior easements covering the Property as shown and dedicated in the prior plat as these are replaced and revised in the Plat.*
- b. Terms and conditions of Interim Use Permit set forth in Resolution #2019-008 from the City of Faribault filed February 11, 2019 as Document No. A713965. *The City should review in order to determine if said Interim Use Permit has expired under its own terms based on subsequent development of the Property for alternate use.*
- c. Terms and conditions contained in City of Faribault Ordinance No. 2018-8 filed August 10, 2018 as Document No. A709435. *No further is required.*

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- d. Terms and conditions contained in City of Faribault Resolution 2018-143 filed July 18, 2018 as Document No. A708714. *This exception includes a City Resolution. As such, no further action is required.*
 - e. Terms and conditions contained in Development and Annexation Agreement by and between the City of Faribault and McDonough Farms, LLC and McDonough Partners, LLC dated August 15, 2018, filed August 23, 2018 as Document No. A709730. *The City should review and determine if all obligations and commitments of Developer have been satisfied.*
 - f. Easement for access as set forth in Quit Claim Deed dated January 12, 1999, filed January 14, 1999 as Document No. 447567. This document contains a non-exclusive private access easement in favor of Calvin LaCroix over and across the South 33 feet of the Property from Acorn Trail to a point 330 feet West of the Southeast corner of the Southwest Quarter of the Southeast Quarter. *This Easement resides within the City's to be platted D&U easement within the same area of the Plat. The City should consider seeking a termination of this easement.*
 - g. Northern States Power Company easement dated August 29, 1953, filed September 3, 1954 and recorded in Book X of Miscellaneous Records pages 324-325. Assignment and Assumption of Easement dated February 7, 2001, filed March 7, 2001 and recorded as Document No. 474738. *This easement is for transmission lines running along the West side of the Property containing 37.5 feet on either side of the described center line within the document. This easement resides within the platted D&U easements as shown on the Plat along the West side of the Property and thus the Cities rights contained therein would be subject to and secondary to the rights of NSP.*
4. **Property taxes and assessments.** All real estate taxes payable in the year the Plat is recorded (including delinquent taxes and any deferred Green Acres taxes) must be paid prior to recording the Plat. Any special assessments against any part of the Property can be reapportioned among the new lots as provided in Minnesota Statutes Section 429.071(3).
- PIN 18.01.4.33.004 (Unpaid)
2021 Base Taxes = 2,814.00 (Half Paid)
2021 Special Assessments = \$0.00 (Paid in Full)
5. **Other Notes:** The Plat makes reference to a "temporary turn-around easement" located in and around the to be created Outlot A and along the eastern edge of the to be created 156th Court. The City should consider removing this reference from the Plat and instead entering into and recording a separate temporary easement document with developer in order to fully outline the terms of the easement including the expiration date.

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Mr. Peter Waldock
Mr. David Wanberg
May 20, 2021
Page 4

6. **Outdated Title Commitment.** The Commitment is more than 90 days old. The City should consider requesting that an updated commitment be submitted along with copies of all additional exception documents recorded against the Property (if any). *If an updated Commitment and any exception documents are provided, I require review of such documents prior to recording of the Plat.*
7. **Compliance with Minnesota Statutes Section 505.03.** Minnesota law requires any preliminary plat abutting upon state railway, trunk or county highways to be submitted to the Commissioner of Transportation or County Engineer, respectively, for review in accordance with Minnesota Statutes Section 505.03, subdivision 2. The Property abuts US Highway No. 35. As such, the Plat should be submitted, if it has not been already, to the commissioner of transportation for review and an opportunity to provide written comments. *Upon recording, the City will be required to also submit a certificate or other evidence showing submission of the preliminary plat to the commissioner.*

This letter does not purport to set forth every matter relevant to a determination of whether title to the property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the Plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment.

This opinion is conditioned upon the issuance of a title policy in favor of the City of Faribault, insuring the City's interests as they appear in the plat of MET CON BUSINESS PARK SECOND ADDITION

Very truly yours,

/s/ Nick P. Valle

Nick P. Valle

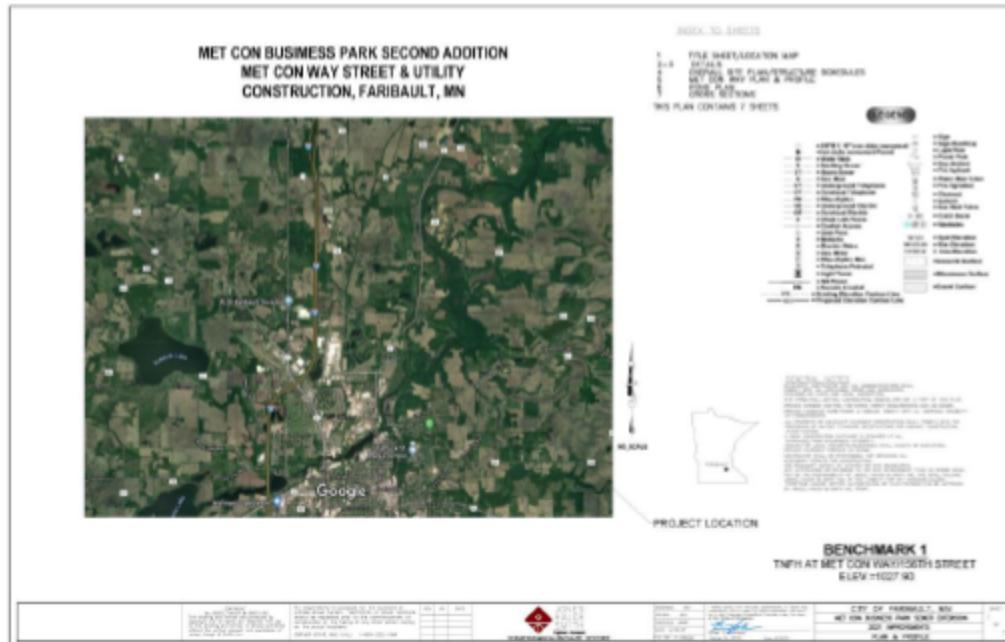
cc: Scott J. Riggs (via sriggs@kennedy-graven.com)
Gary Peterson (via gbpeterson@charter.net)
Troy Zabinski (via troy.zabinski@met-con.com)

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PLAN A IMPROVMENTS



[illegible]

MAP LEGEND:



RESEARCH ARTICLE



PROJECT LOCATION

Therese _____



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TABLE 1. LOCATION MAP AND DATA

NET INCHES

EXHIBIT F OF THE DEVELOPER'S PLATTING AGREEMENT

CERTIFICATE OF COMPLETION

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

Dated: _____, 20____.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public

EXHIBIT G OF THE DEVELOPER'S PLATTING AGREEMENT
STORMWATER MAINTENANCE AGREEMENT

DRAFT COPY

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between the City of Faribault, a Minnesota municipal corporation (the "City") and _____, under the laws of the state of Minnesota (the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Rice County, Minnesota, which parcels are legally described on Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, the Owner has agreed to construct and maintain certain stormwater facilities (the "Stormwater Improvements") for the benefit of the Property; and

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include, but are not limited to a stormwater basin, stormwater drainage structures, vegetated swales, and accompanying structures. The location of the Stormwater Improvements are shown on final approved plans dated _____ as on file with the City of Faribault and last revision date _____ and as shown on Exhibit B attached hereto; and

WHEREAS, the City requires permanent provisions for handling of stormwater runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, the City and the Owner intend to comply with certain conditions, including entering into this Agreement regarding the operation and ongoing maintenance of the Stormwater Improvements.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Owner, for itself and its

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successor or assigns, agrees to maintain the Stormwater Improvements to retain the design performance capacity and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Owner shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Owner shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including debris removal and vegetation restoration of the Stormwater Improvements, shall be the obligation of the Owner and its successors or assigns as the fee owner of the Property.

2. City's Maintenance Rights. The City may, but shall not be obligated to, maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Owner or its successors or assigns has failed to maintain the Stormwater Improvements such that the Stormwater Improvements are not operating as designed in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Owner written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Owner is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Owner does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Owner or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Owner or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. The Owner hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Owner hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner's, or the Owner's

agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Costs of Enforcement. The Owner agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a) as to Owner:

b) as to City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator

with a copy to: Scott J. Riggs
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, _____.

Notary Public

(Remainder of page left intentionally blank)

CITY OF FARIBAULT

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By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Kevin F. Voracek and Timothy C. Murray, the mayor and the city administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, by and on behalf of the municipal corporation.

Notary Public

This instrument drafted by:

City of Faribault Engineering Department
1200 Belview Trail
Faribault, MN 55021

(Remainder of page left intentionally blank)

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**EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

PID

Legal Description

A-1

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**EXHIBIT B TO
STORMWATER MAINTENANCE AGREEMENT
Depiction of Location of Stormwater Improvements**

B-1

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DRAFT COPY

**EXHIBIT C TO
STORMWATER MAINTENANCE AGREEMENT**

Inspection and Maintenance Schedule

Inspection and maintenance shall be made consistent with the inspection schedule and checklist below, or with the most recent version of the Minnesota Stormwater Manual or other subsequent manual(s) as dictated by the City.

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Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-154 Approve Purchase Agreement and Acquisition of Property Located at Lot 3, Block 1 Met Con Business Park Second Addition

Background:

The approved 2019 Capital Improvement Plan included the construction of a new 750,000-gallon elevated water storage tower in the northwest area of town to not only serve the recently annexed but also the surrounding land on both sides of the I-35 corridor to support existing and future development per the City's Journey to 2040 Comprehensive Plan. The City has negotiated the purchase of land adjacent to I-35 just north of 160th Street W from McDonough Farms, LLC. The proposed parcel to be acquired is located on land to be platted as: Lot 3, Block 1, Met Con Business Park Second Addition.

The City has prepared a Purchase Agreement providing for the terms and conveyance of the Property from the Sellers to the City. The purchase price for the property is \$95,409.71 pursuant to the terms of the Agreement attached. The land purchase was included in the water tower project budget and will be funded through the water utility fund (601).

The attached resolution approves the Agreement in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement. The resolution also authorizes and directs the Mayor and the City Administrator to execute all appropriate documents, including but not limited to the Agreement, to effectuate the transaction contemplated by this Resolution and that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Recommendation:

Approve Resolution 2021-154

Attachments:

1. Resolution 2021-154
2. Purchase Agreement for Met_Con Business Park Second Addition

CITY OF FARIBAULT

RESOLUTION #2019-133

RESOLUTION 2021-154 APPROVE PURCHASE AGREEMENT AND ACQUISITION OF PROPERTY LOCATED AT LOT 3, BLOCK 1 MET CON BUSINESS PARK SECOND ADDITION

WHEREAS, the approved 2019 Capital Improvement Plan included the construction of a new 750,000-gallon elevated water storage tower; and

WHEREAS, new land is needed to construct the water tower, and securing and dedicating the needed land requires the acquisition of the property located on land to be platted as: Lot 3, Block 1, Met Con Business Park Second Addition (the "Property"); and

WHEREAS, McDonough Farms, LLC (the "Sellers") are the owners of the Property, which is legally described in the Purchase Agreement (the "Agreement"); and

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

WHEREAS, the City has followed applicable statutory provisions and the City finds that the purchase of the Property will fulfill the objectives, goals and mission of the City; and

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

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

ALSO, BE IT RESOLVED, that the purchase price for the property is \$95,409.71 pursuant to the terms of the Agreement, which is also approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City

Administrator, which approvals shall be conclusively evidenced by execution of the Agreement.

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

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

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

PURCHASE AGREEMENT

PURCHASE AGREEMENT

Faribault, Minnesota
July 13, 2021

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES, AND OBLIGATIONS CONTAINED HEREIN, the City of Faribault, a Minnesota municipal corporation under the laws of the State of Minnesota, whose business address is 208 1st Avenue NW, Faribault, MN 55021, (“Buyer”) and McDonough Farms, LLC, a Minnesota limited liability company, whose address is 15760 Acorn Trail, Faribault, MN 55021 (“Seller”), agree to the following Purchase Agreement (“Agreement”).

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

1. **SUBJECT PROPERTY:** The Seller is the owner of certain real estate (the “Property”) located in Rice County, Minnesota, which is legally described on the attached Exhibit A.
2. **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.
3. **ACCEPTANCE DEADLINE:** This Agreement shall be null and void unless it has been executed by both Seller and Buyer by August 1, 2021.
4. **PURCHASE PRICE AND TERMS:**
 - A. **PURCHASE PRICE.** The purchase price (the “Purchase Price”) for the Property shall be Ninety-Five Thousand Four Hundred Nine and 71/100 Dollars (\$95,409.71) payable as follows: Ninety-Five Thousand Four Hundred Nine and 71/100 Dollars (\$95,409.71) at Closing by certified check or other immediately available funds.
 - B. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller agrees to execute and shall deliver to Buyer:
 1. Warranty Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):
 - a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;
 - b) Easements and restrictions of record which do not interfere with Buyer’s intended use of the Property;

- c) Reservation of any minerals or mineral rights in the State of Minnesota, if any.
 - 2. Standard form affidavit of Seller showing no bankruptcies, judgments or mechanics' liens affecting the Property.
 - 3. Certificate that Seller is not a foreign national.
 - 4. Well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to subparagraph a. above must include the following statement: "The Seller certifies that the seller does not know of any wells on the described real property."
 - 5. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.
 - 6. Certificate of Real Estate Value (CRV).
- C. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING.** At Closing, Buyer shall deliver the following to Seller:
- 1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.
5. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a warranty deed conveying marketable title to said Property, subject only to the following exceptions:
- A. Building and zoning laws, ordinances, state and federal regulations;
 - B. Reservation of any mineral rights by the State of Minnesota;
 - C. Utility and drainage easements that do not interfere with existing improvements.
6. **POSSESSION:** Seller agrees to deliver possession not later than the date of closing.
7. **COSTS AND PRORATIONS:** Seller and Buyer agree to the following prorations and allocations of costs regarding this Agreement:
- A. Deed Tax. Seller shall pay all state deed tax regarding a Warranty Deed and any other documents necessary to place record title in the condition warranted and to be delivered by Seller under this Agreement.
 - B. Taxes and Assessments. The real estate taxes due and payable in 2021 are commercial classification. The Buyer and Seller agree to pro-rate the real estate taxes for 2021, in the amount of \$ _____. The Seller shall be responsible for all other unpaid real estate taxes, as well as all penalties and interest. The Seller makes no warranties as to the real estate tax classification status of the Property in

2022 and in the year following closing. Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments that may be assessed or levied against the Property subsequent to the date of this Agreement.

- C. Recording Costs. Seller shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the cost of recording all other documents.
- D. Closing Costs. Seller shall pay the cost of the mortgage satisfaction fee and ½ closing fee, if any.
- E. Legal Expenses. The Buyer and Seller shall each be responsible and pay their respective legal fees.

8. **SUBDIVISION OF LAND/LEGAL DESCRIPTION TO PROPERTY:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of the real property to be conveyed has been or will be approved for recording as of the date of closing. Both parties understand that all real estate taxes due and payable in the year of closing will need to be paid at closing in order for a parcel or subdivision or lot split to be recorded.

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

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

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

10. **DEFAULT:** If the title to the Premises be found marketable or be so made within said time, and Buyer shall default in any of the covenants contained in this Agreement and continue into default for a period of ten (10) days, then and in that case, Seller may terminate this Agreement and on such termination all the payments made under this Agreement shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement provided this Agreement shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced

within six months after such right of action shall arise.

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

- A. Inspection of Property. This Agreement is contingent upon Buyer's inspection of the Property disclosing, in the Buyer's sole discretion, no unsatisfactory conditions, not later than thirty (30) days of the signing and acceptance of the Agreement by all parties. Buyer and Buyer's agents shall have a reasonable right of access to the Property at reasonable times prior to closing, solely for the purpose of inspecting the Property. Seller hereby grants to Buyer, its agents and designated representatives the right to enter upon the Property at reasonable times and from time to time after the date of this Agreement for the purposes of inspecting the Property.
- B. Environmental Inspection. This Agreement is contingent upon Buyer approving the environmental condition of the Property, in the Buyer's sole discretion, not later than thirty (30) days from the signing and acceptance of the Agreement by all parties, pursuant to paragraph 14 of this Agreement.
- C. Approval of City Council. This Agreement is contingent upon approval of this Agreement by the City Council of the City of Faribault.
- D. Leases. Seller to supply Buyer with a copy of all written leases and a list of any outstanding verbal agreements regarding leasehold agreements and evidence that such leases or agreements have been terminated.
- E. Waiver of Relocation Assistance. Buyer's approval of the Waiver of Relocation Assistance, Services, Payments and Benefits Agreement with Seller.

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

12. WELL AND SEPTIC SYSTEM DISCLOSURE: The Seller certifies that Seller does not know of any wells on the described real Property. Provided however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law will be borne by the Seller. If the well is not sealed by the date of closing, Seller shall escrow a sum equal to two times the bid price from a licensed well sealing

contractor to complete the sealing process. Seller shall prepare, execute and file any required well certificate at or before closing. If the Property has a septic system, Seller agrees to provide water quality test results and/or septic system certification as required by state law or local ordinance.

13. OTHER GENERAL AND SPECIAL WARRANTIES:

- A. Right of Access. Seller warrants that there is a right of access to the Property from a public right of way.
- B. Mechanic's Liens. Seller warrants that, prior to the closing date, Seller has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping, etc.) to the Property, if any.
- C. Buildings. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property.
- D. Notices. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.
- E. Seller Authority. Seller warrants that Seller is the owner of the Property, that Seller has full authority to enter into this Agreement for the sale of the Property, and that there are no other parties who hold any unrecorded interests in the Property.
- F. Authority of Seller Signatories. The signatories to this Agreement represent and warrant that he or she is the Seller or they are the representatives of the Seller and that they have the authority to enter into this Agreement on Seller's behalf.

14. ENVIRONMENTAL INVESTIGATION AND WARRANTY:

- A. Seller agrees to permit the Buyer to enter the Property for purposes of conducting environmental testing, at the Buyer's expense.
- B. Seller agrees to cooperate with Buyer and its consultants in conducting the environmental evaluations and specifically agrees to provide the Buyer with copies of all environmental studies, soil borings, tests, reports and other documents related to the Property and in Seller's possession or control.
- C. Seller agrees that, if the Buyer's environmental investigation discloses the existence of any petroleum product or other pollutant, contaminant or hazardous

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

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

- 15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER:** All of the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the closing of the transaction contemplated herein and the delivery of any documents provided for herein and shall not be merged into any other agreement.
- 16. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing, for any reason including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at the Buyer's option, and earnest money, if any, shall be returned to Buyer. If such an event occurs, Buyer and Seller agree to sign a Cancellation of Purchase Agreement within a reasonable time after such event takes place.
- 17. **TIME OF ESSENCE:** Time is of the essence in this Agreement.
- 18. **CLOSING DATE AND LOCATION:** Upon any required approval by the City of Faribault City Council, this Agreement for the sale of the above described Property shall be closed on or before August 1, 2021, or upon such other date agreed upon by the parties. The delivery of all papers and monies shall be made at the city hall offices of the City of Faribault and/or at the offices of a closer at the choosing of the City of Faribault. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new closing date.

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

IF TO THE SELLER: McDonough Farms, LLC
15760 Acorn Trail
Faribault, MN 55021
Attn: Troy Zabinski

IF TO THE BUYER: City of Faribault
Attn: City Administrator
208 1st Avenue NW
Faribault, MN 55021

AND COPY TO: Scott J. Riggs, City Attorney
KENNEDY & GRAVEN, CHARTERED
150 South 5th Street, Suite 700
Minneapolis, MN 55402

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.

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

21. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts by the parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
22. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between

Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.

- 23. WAIVER OF RELOCATION BENEFITS:** The Buyer has notified the Seller that (a) the Buyer only seeks to acquire the Property by voluntarily conveyance; (b) the parties mutually initiated negotiations; and (c) if negotiations fail, the Buyer will not acquire or undertake acquisition of the Property by eminent domain. Seller acknowledges that, absent this Agreement, Buyer would not acquire the Property and specifically would not exercise its power of eminent domain to acquire the Property. Seller acknowledges that the Property is vacant land and that no relocation benefits are warranted.

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

- 24. INDEMNIFICATION:** The Seller hereby agrees to protect, defend and hold the Buyer and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the marketing, sale or leasing of all or any part of the Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Property, or (ii) any claim by the State of Minnesota or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the

Property; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Seller, and the Seller's successors or assigns, agree to protect, defend and save the Buyer, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the delivery of the Warranty Deed for the Property, and shall survive termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a waiver or modification of immunity or limitation on liability to which the Buyer is entitled pursuant to Minnesota Statutes, Section 466, or otherwise.

25. **RELEASE OF CLAIMS:** The Seller and the Seller's attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby releases and forever discharges the Buyer, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, Buyer consideration, execution and performance of this Agreement between the parties.
26. **CHOICE OF LAW AND VENUE; INTERPRETATION:** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
27. **NO BROKERS INVOLVED:** The Buyer and Seller have not entered into a contract to engage the services of a real estate broker regarding this transaction or the Property. Seller agrees to pay for and indemnify the Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for the purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer or Seller.
28. **CUMULATIVE RIGHTS:** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.
29. **ASSIGNMENT:** Buyer may not assign its rights and obligations under this Agreement to another entity.
30. **CAPTIONS, HEADINGS OR TITLES:** All captions, headings, or titles in the

paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.

(Remainder of page left intentionally blank)

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

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

SELLER:
McDonough Farms, LLC

By: _____
Troy Zabinski
Its: Chief Manager

Dated: _____, 2021.

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

BUYER: City of Faribault

By: _____
Kevin F. Voracek, Mayor

Dated: _____, 2021.

By: _____
Timothy C. Murray, City Administrator

Dated: _____, 2021.

This document drafted by:
Kennedy & Graven, Chartered (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
LEGAL DESCRIPTION

To be platted as: Lot 3, Block 1, MET CON BUSINESS PARK SECOND ADDITION



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-141 Approve Preliminary Plat
and Final Plat of Thompson James Group South
Division

Background:

Thompson James Group South Division (also known as C. Alan Homes) (the Developer) has requested approval of a preliminary plat and final plat to develop Austin James Luxury Community, a 34-unit rental residential development at 924 First Street NE.

Earlier this year, the Developer participated in a neighborhood meeting and a City Council work session to gather input on the proposed development. Based on the feedback received at those meetings, the Developer continued to refine the development plans. The refined development plans are similar to the plans that the Council reviewed at its work session. Refer to the attached memorandums from the City Planner and the City Engineer for additional background information.

The Planning Commission held a public hearing on July 6, 2021, to consider the Developer's request. Several residents spoke in favor of the proposed development. No one expressed concerns about the development. With a 6-0 vote, the Planning Commission recommended that the City Council approve the Developer's preliminary plat and final plat based on the findings and conditions of approval included in Resolution 2021-141.

Recommendation:

Approve Resolution 2021-141 Approve Preliminary and Final Plat of Thompson James Group South Division

Attachments:

1. 2021-141 Approve Preliminary Plat and Final Plat of Thompson

- James Group South Division
2. Memo to Planning Commission - Thompson James Group South Division
 3. Application Excerpts

CITY OF FARIBAULT

RESOLUTION #2021-141

APPROVE PRELIMINARY PLAT AND FINAL PLAT OF THOMPSON JAMES GROUP SOUTH DIVISION

WHEREAS, Thompson James Group South Division (the Developer), with the permission of Prime Properties, LLC (the current Property Owner), submitted applications for preliminary plat approval and final plat approval related to the subject property legally described in Exhibit A of this Resolution; and

WHEREAS, the proposed preliminary plat and final plat include previously platted property that the Developer proposes to “clean-up” by replatting the two existing parcels associated with the subject property into one platted lot; and

WHEREAS, City Staff completed a review of the Developer’s request for preliminary plat approval and final plat approval and made a report to the Faribault Planning Commission, a copy of which has been presented to the Faribault City Council; and

WHEREAS, the Planning Commission, on July 6, 2021, following proper notice, held a public hearing regarding the subject applications, and following said public hearing recommended that the City Council approve the requested preliminary plat based on the following findings as required by Section 15-130 of the City’s Unified Development Ordinance:

- 1. 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.

Expanded Finding: The preliminary plat combines one platted tax lot (which includes two platted lots) and one unplatted parcel into a single platted lot that is consistent with the C-2, Highway Commercial lot requirements and the pertinent provisions of the City's ordinances.

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

Expanded Finding: The City's Land Use Plan guides the subject property for commercial/residential mix that can accommodate commercial and/or residential uses. The proposed subdivision will accommodate a residential use in a commercial zoning district, consistent with the City's Land Use Plan.

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

Expanded Finding: The preliminary plat corrects an existing nonconforming condition in which existing development crosses parcel lines. The preliminary plat has one platted lot. The City's Development Review Committee reviewed the preliminary plat and found that it is consistent with good land planning and site engineering design principles.

4. The spacing and design of proposed curb cuts and intersection locations are consistent with good traffic engineering design and public safety considerations.

Expanded Finding: The City Engineer has found the proposed curb cut on Erblang Avenue is acceptable. The City Engineer has found that is acceptable to have curb cuts for each unit accessed from Third Street NE and the First Street NE frontage road.

5. All submission requirements have been satisfied.

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

WHEREAS, the Planning Commission, following the public hearing held on July 6, 2021, also recommended that the Faribault City Council approve the requested final plat based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. The final plat substantially conforms to the approved preliminary plat.

Expanded Finding: The Developer prepared the final plat concurrently with the preliminary plat. The final plat conforms to the preliminary plat.

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

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

3. All submission requirements have been satisfied.

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

WHEREAS, at a public meeting on July 13, 2021, the City Council considered the Developer's requests for preliminary plat and final plat approval and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and hereby makes identical findings.

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

Section 1. Approval of the preliminary plat and the final plat. The preliminary plat of THOMPSON JAMES GROUP SOUTH DIVISION included in Exhibit B of this Resolution and the final plat of THOMPSON JAMES GROUP SOUTH DIVISION included in Exhibit C of this Resolution are hereby approved, subject to the following conditions:

1. Approval of the preliminary plat and final plat is contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.
2. The Developer and the City must enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer.
3. The Developer must pay to the City of Faribault cash instead of parkland for the unplatted metes and bounds parcel legally described in Exhibit A of this resolution. The amount of cash required is calculated as follows:
 - A. Rice County identifies the 2021 estimated market value of the metes and bounds parcel legally described in Exhibit A of this resolution (not including building or site improvements) as \$232,800.00.
 - B. The Faribault City Council deems the Developer's proposed subdivision to be a residential subdivision for the purpose of determining the required cash payment.
 - C. The City's Unified Development Ordinance allows the City Council to require cash in lieu of parkland in the amount of seven percent of the fair market value of the land to be platted. Therefore, using the Rice County 2021 estimated market value of the metes and bounds parcel, the Developer must pay the City of Faribault cash in lieu of parkland dedication in the amount of \$16,296.00 ($\$232,800.00 \times 0.07 = \$16,296.00$).
4. The Developer and the City must enter into a Stormwater Maintenance Agreement to the satisfaction of the City Attorney and City Engineer.
5. The Developer must address all plat-related comments described in the memo to Dave Wanberg, City Planner from Mark DuChene, City Engineer, dated July 1, 2021, in Exhibit D of this resolution.
6. Before recording the approved final plat with the Rice County Recorder's office, the Developer must pay all applicable fees.

The Developer and the City must also execute the Developer's Platting Agreement.

7. The Developer must record the final plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically, without further action, deem the plat null and void unless the City Council extends the deadline to record the final plat.
8. The Developer must provide the City Engineer with a signed mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.
9. The Developer must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the Developer has successfully recorded the final plat at Rice County.

Section 2. Findings. The recitals outlined in this resolution are incorporated into and made a part of this resolution and, where applicable, constitute the findings of the City Council.

Section 3. Authorization to take additional steps. City Staff and City Consultants are hereby authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 4. Authorization to execute documents. The Mayor and the City Administrator are hereby authorized and directed 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 shall become effective immediately upon its passage and without publication.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Legal Description

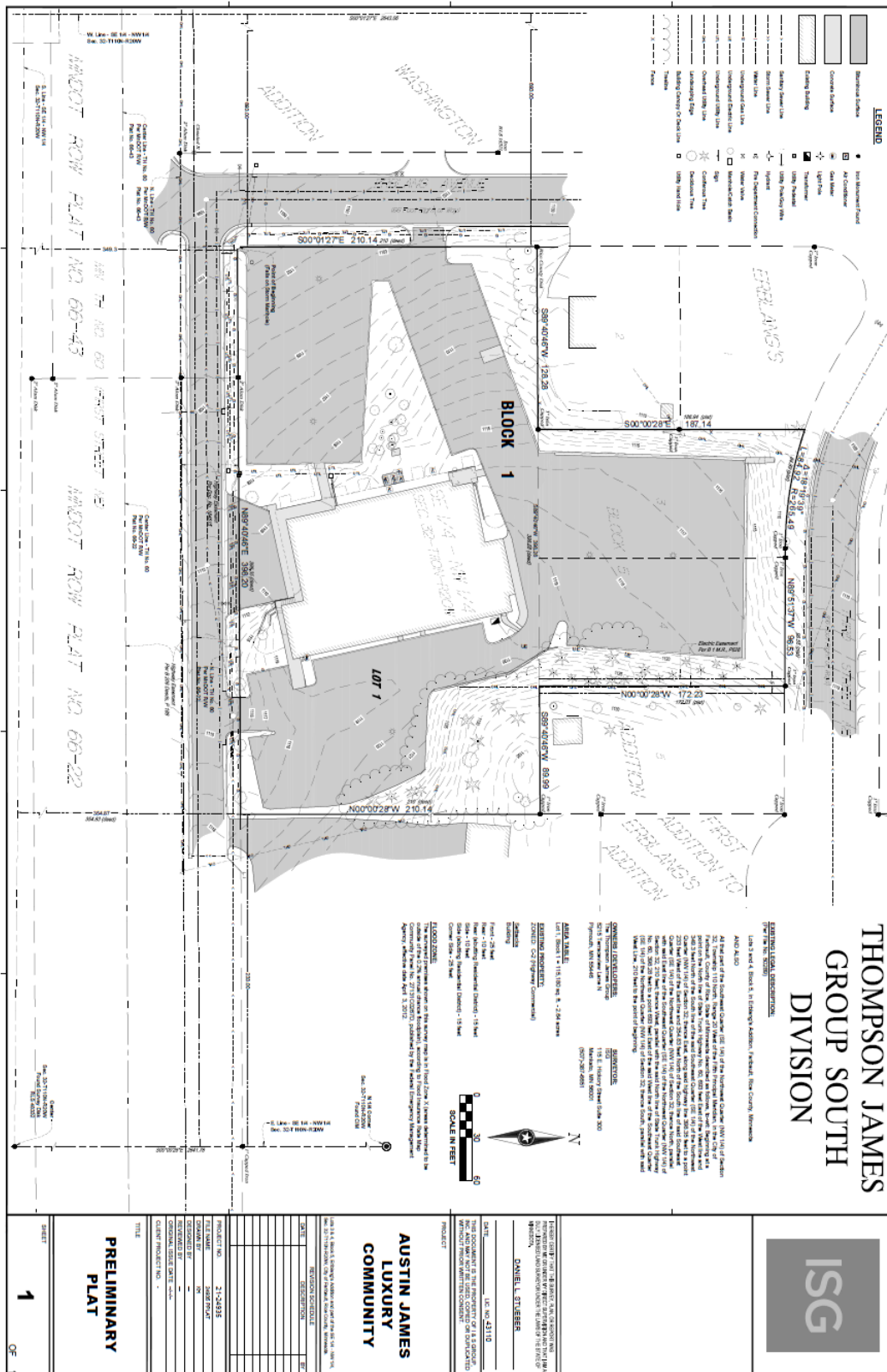
Lots 3 and 4, Block 5, in Erblang's Addition, Faribault, Rice County, Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, County of Rice, State of Minnesota described as follows, to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway No. 60, 398.28 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

(Abstract Property)

Exhibit B: Preliminary Plat



FINAL PLAT FOR REVIEW

THOMPSON JAMES GROUP SOUTH DIVISION

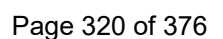


Exhibit D: Memo to Dave Wanberg, City Planner from Mark DuChene, City Engineer, dated July 1, 2021



Engineering Department Memorandum

TO: Dave Wanberg, City Planner

CC: Deanna Kuennen, Comm. and Econ. Development Director
Travis Block, Public Works Director
Paul Peanasky, Parks and Recreation Director
Jeanne Day, Finance Director

FROM: Mark DuChene, City Engineer

DATE: July 1, 2021

SUBJECT: Thompson James Group South Division – Preliminary Plat, Final Plat & Conditional Use Permit Review Memo for Planning Commission Meeting July 1, 2021

BACKGROUND

Andrea Rand, ISG, on behalf of, has submitted a preliminary plat, final plat and conditional use permit applications for the Thompson James Group South Division subdivision. The site is located in the NW ¼ of Section 32 Township 110, Range 20W whose parent parcels are Lots 3-5, Block 1 Erblang's Addition and an unplatted metes and bounds parcel. The site is adjacent R-2 low density residential to the north, west and northeast, 1st Street NE and Trunk Highway 60 to the south and C-2 highway commercial to the southeast. This is the site of the former Faribault Branch Mayo Clinic.

The proposed subdivision is located on land that is currently zoned C-2 highway commercial. No rezoning is proposed, but a conditional use permit is required to construct a multi-family development within a C-2 zoning district. The proposed improvements include the construction of a new private street, site grading and utility extensions and the construction of of thirty-four (34) multi-family townhomes within six connected structures.

The proposed development will be completed by:

Owner/Developer:	Thompson James Group South Division
Surveyor/Engineer:	ISG

The plat contains:

Total Plat Area:	2.64 acres
Lots:	1

PLAT

Developer has submitted a preliminary plat for Thompson James Group South Division and replatting Lots 3-5, Block 1 Erblang's Addition and an unplatted metes and bounds parcel of NW ¼ of Section 32 Township 110, Range 20W.

The preliminary and final plat contains one (1) lot within one (1). The lot is intended for the construction of thirty-four (34) multi-family townhomes within six connected structures. The plat also public drainage and utility easements.

Perimeter drainage and utility easements are shown around each proposed lot consistent with Section 15-290 of the City's Unified Development Ordinance (Appendix B of the City's Code) unless noted otherwise in this report.

The Developer shall agree 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 2.64 acres of land that was the site of the former Faribault Branch Mayo Clinic and includes an existing building and associated parking lot. The site generally drains from the northeast to the southwest and there is twenty-five (25) feet of grade change. There is also an existing overhead electric line on the eastern side of the property.

EASEMENTS

Existing Easements

There is an existing five (5) foot electric easement that runs north/south along the northern portion of the east property line.

Proposed Easements

The plat includes drainage and utility easements being a minimum of 10-ft in width when adjoining street lines and being a minimum of 5-ft in width when adjoining side lot lines and rear lot lines adjacent to existing platted land, unless there are public utilities with the easement area in which case the minimum total easement width shall be 20-ft or as determined by the City Engineer based on utility type and depth contained within the easement. The drainage and utility easement that runs through the center of the parcel in an east/west direction shall be sized so that the proposed water shut off valves are either on the easement line or within the easement area.

STREET AND SITE LAYOUT

There are no proposed public street improvements as part of this plat.

1st Street NE

The site is north of and adjacent to 1st Street NE, a 24-foot wide, undivided urban roadway and is striped as a two-lane section with no parking on either side of the street. 1st Street NE is within a 42-foot highway easement that was formerly part of the trunk highway system and subsequently released to the City.

Access driveways for thirteen (13) of the townhomes is proposed directly to 1st Street NE. The separation between the driveways should be reviewed and an effort should be shown to have at least six (6) feet between the edges of the driveways to allow for vehicle doors to open and landscaping between driveways. The curb and pavement shall be replaced as approved by the City Engineer.

The City's Trail and Sidewalk Improvement Plan identifies 1st Street NE for a future trail extension. At this time, the future trail is proposed to be placed on the south side of 1st Street NE within the trunk highway right of way. In case MnDOT does not issue a limited use permit for the future trail on the south side of 1st Street NE, the boulevards and driveways on the north side shall be graded to allow for construction of the trail on the north side.

3rd Street NE

The site is south of and adjacent to 3rd Street NE, as a 36-foot wide, undivided urban roadway and is striped as a two-lane section with no parking restrictions on either side of the street. 3rd Street NE is within a 66-foot highway easement. There is no sidewalk on 3rd Street NE and none are currently planned.

Access driveways for five (5) of the townhomes is proposed directly to 3rd Street NE. The separation between is six (6) feet between the edges of the driveways. The curb and pavement shall be replaced as approved by the City Engineer.

Private Drive

A private drive that bisects the property east-west is proposed to serve the remaining sixteen (16) townhomes from Erblang Avenue. The private drive is proposed to be 24-feet wide within a 30-foot wide drainage and utility easement. There will also be seven (7) parallel parking stalls on the north side of the private drive. The private drive shall connect to Erblang Avenue with a commercial driveway entrance per the City's standard detail.

UTILITIES

SANITARY SEWER

The development is proposed to be served by public sanitary sewer facilities. A new 8-inch sanitary sewer will be constructed on the north side of 1st Street NE and be parallel to the existing 8-inch sanitary sewer in 1st Street NE. A new 8-inch sanitary sewer will also be constructed within the private access road and proposed drainage and utility easement to serve the central townhomes and will connect to the existing 10-inch sewer in Erblang Avenue with a new manhole. The townhomes on the north will connect to the existing 8-inch sewer in 3rd Street NE.

The existing City-owned downstream facilities have sufficient capacity to serve the development. The Developer is responsible for all costs associated with sanitary sewer

connections, adjustments to existing sanitary sewer structures and tracer wire installation according to City Standards.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

Lots within the proposed subdivision shall be charged the standard sewer access connection charges in conjunction with building permit submittals.

WATERMAIN

The development is proposed to be served by public watermain facilities. Eight-inch (8") watermain exist in 1st Street NE and 3rd Street NE. A new 6-inch watermain will also be constructed within the private access road and proposed drainage and utility easement to serve the central townhomes and will connect to the existing 12-inch watermain in Erblang Avenue. The Developer is responsible for all costs associated with watermain connections including water services, hydrants and valves and tracer wire installation according to City Standards.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans. Final hydrant location and spacing shall be approved by the Fire Chief.

Lots within the proposed subdivision shall be charged the standard water access connection charges in conjunction with building permit submittals.

LIGHTING & ELECTRIC UTILITIES

Per Section 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground. The Developer shall be responsible for arranging and coordinating with the respective utility company and paying for any related costs for the movement of any existing overhead utilities within the proposed development (except for the existing overhead electric transmission lines) underground in conjunction with the arranging of utility servicing for the newly created lots with the subdivision and the installation of street lights.

STORM SEWER

The development includes the construction of a private storm sewer management system that will connect to the public storm sewer systems. Storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans.

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.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to the fewest number of accesses needed to complete the work. A rock construction exit, perimeter erosion control and other required storm water management best practices must be installed and approved prior to any work commencing.

DRAINAGE, GRADING AND EROSION CONTROL

The development is located within the Southeast drainage district as identified in the City's 2004 Surface Water Management Plan. Stormwater runoff generated within the site currently is split into two primary drainage areas. The approximately north 1/3rd of the site drains overland to the north and into the 3rd Street NE roadway and storm sewer. The approximately southern 2/3rd of the site drains overland to the southwestern property corner and then to the Erblang Avenue storm sewer. Both of these storm sewers then flow west and discharge to the Straight River.

The proposed site improvements include the development/redevelopment of an estimated 1.94 acres of new impervious surface and will disturb more than 1 acre. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers (MS4) permit must be incorporated into the final plans. Since the site is a redevelopment of an area greater than 1 acre and the existing land is greater than 15% impervious, the site development storm water management plan must meet the City's MS4 permit redevelopment criteria. The submitted plans indicated that runoff from the proposed final plat will be collected via storm sewer and discharged into a storm water management system consisting of a series of underground infiltration chambers and a dry rate detention basin. The storm water basin is proposed to then discharge to existing storm sewer in Erblang Avenue and then flow west and discharge to the Straight River.

Stormwater management facilities shall also be designed and constructed to limit the post development stormwater runoff rate to no more than the predevelopment stormwater runoff rate for the 2, 10 & 100 year 24-hour SCS Type II precipitation events as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Final storm sewer design and storm water management basin sizing shall be subject to the review and approval of the City Engineer.

Permanent storm water management facilities shall be constructed onsite and shall be considered private storm sewer improvements. The developer shall be responsible for long-term operations and maintenance of the storm water management facilities and shall be required to enter into a long-term stormwater maintenance and operations agreement.

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.

There are multiple retaining walls shown on the site including walls that exceed 4-ft in height. Retaining walls exceeding 4-ft in height must be designed by a professional engineer and permitted through the building official.

A final grading plan shall be submitted and subject to the review and approval of the City Engineer. 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.

WETLANDS

There are no wetlands shown on the site.

RECOMMENDATION

Engineering recommends approval of the final plat, subject to the comments within this report and the following:

- Developer shall submit revised engineered drawings and cost estimate for the public street and utility improvements.
- Developer shall revise plat submittal documents according to comments in this report and other comments provided under separate cover prior to the final plat being considered by the City Council.
- Developer shall enter into a development agreement prior to filing the final plat and issuance of any building permits.

FARIBAUT PLANNING COMMISSION

JULY 7, 2021 - PUBLIC HEARING

Request:	Approve Preliminary Plat, Final Plat, and Conditional Use Permit for the Proposed Austin James Luxury Community (THOMPSON JAMES GROUP SOUTH DIVISION)
Location:	924 1 st Street NE (the former site of Faribault Mayo Clinic)
Developer:	Thompson James Group South Division
Owner:	Prime Properties, LLC
Recommendation:	Recommend Approval of Resolutions 2021-141 and 2021-142
Deadline for Action:	July 30, 2021
From:	David Wanberg, City Planner

OVERVIEW OF THE REQUEST

Thompson James Group South Division (the developer) is requesting approval of a preliminary plat, final plat, and conditional use permit (CUP) to develop Austin James Luxury Community, a 34-unit rental residential development at 924 1st Street NE (the site of the former Faribault Branch Mayo Clinic -see *Figure 1: Location Map*). The following provides an overview of the site and the Developer's applications.

1. History of the Site and Previous Redevelopment Concepts.

The Faribault branch of Mayo Clinic operated on the subject property until 2017 (see *Figure 2: Aerial Photograph*). Since then, Prime Properties, LLC (the current property owner) has actively marketed the site for potential commercial or residential uses.

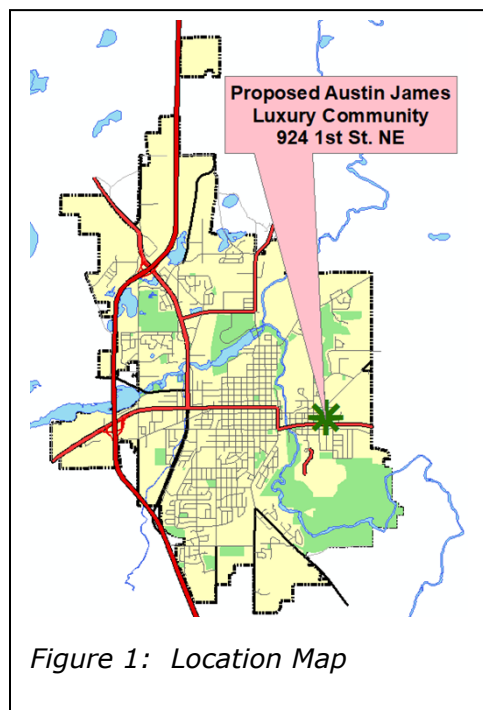


Figure 1: Location Map



Figure 2: Aerial Photograph

Given the need for additional housing in Faribault, Community and Economic Development staff identified the site for potential residential development. Over the past several years, developers have come forward with residential concepts for the site. For example, in 2019, a previous developer proposed constructing a four-story, 89-unit apartment building on the subject property. However, based on public input, the previous developer revised their concept to be a proposed three-story, 78-unit apartment building with underground parking. Still, at a subsequent City Council work session, some neighbors and Council members expressed concerns that the density, height, and character of the proposed development were incompatible with the surrounding neighborhood. As a result, the 2019 developer chose not to move their proposal forward.

2. **Overview of the Proposed Development.** In 2020, Community and Economic Development staff connected with the current Developer, Thompson James Group South Division (also known as C. Alan Homes). Given the expressed desires of the neighbors and the City

Council, the Developer's proposal differs from the previous developer's proposal in the following ways:

- It substantially reduces the number of proposed residential units from 78 units to 34 units;
- It reduces the building's height from three-plus stories to two stories; and
- It provides six sets of neighborhood-scaled rowhouse buildings with individual entrances to the units, rather than one large building.

The Developer participated in a neighborhood meeting and a City Council work session to listen to the community's hopes and concerns regarding the project. The Developer worked hard to address the community feedback on the proposed development and ensure that the development will be an asset to the community (see *Figure 3: Proposed Site Plan* and *Figure 4: Proposed Building Facades*). See Appendix C for additional excerpts from the developer's proposal.

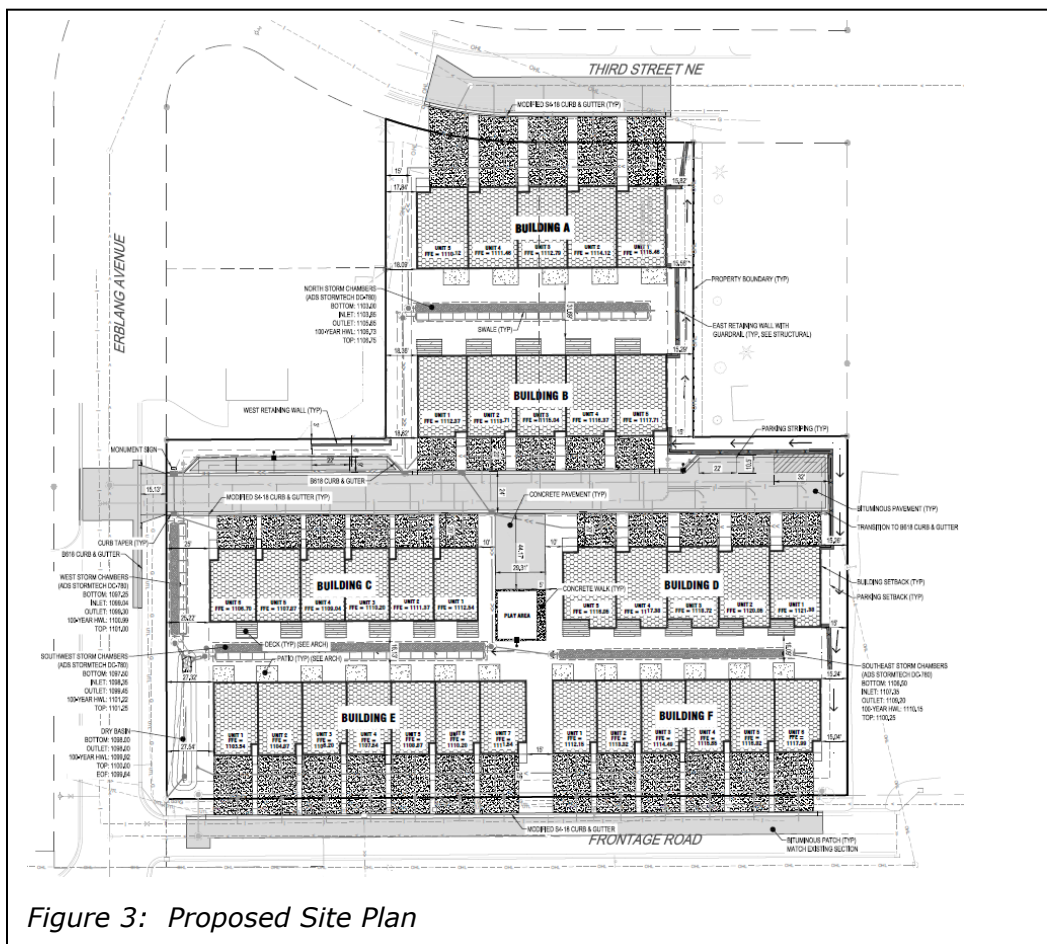




Figure 4: Proposed Building Façade (Typical)

3. Overview of the Developer's Applications. The Developer requests the following City approvals:

- Preliminary and final plat approval to combine one platted tax lot and one unplatted parcel into a single platted lot; and
- Conditional use permit (CUP) approval to construct a multi-family development in the C-2, Highway Commercial zoning district.

The remainder of this report reviews the Developer's applications for City approvals.

OVERVIEW OF THE PRELIMINARY AND FINAL PLAT APPROVAL REQUEST

The Developer proposes to own, operate, manage, and maintain the proposed residential development. The units will not be individually owned. The Developer (not the tenants) will maintain the landscaping and will be responsible for snow removal.

Because the Developer will control the entire development, the Developer proposes to plat the property as a single platted lot. The plat does not include the creation of public or private streets. Tenants will access the residential units from existing public streets or an internal drive aisle (not a private street) accessed from Erblang Avenue. Because the proposed Buildings B, C, and D are accessed by a drive aisle (not a public or private street), this development should always remain under the control of the developer/property manager. It should not be subdivided into separate properties in the future. The Developer has clearly stated that the proposed development will always remain under the control of one entity.

1. **Preliminary Plat Considerations.** The preliminary plat provides a comprehensive but general view of how development can occur on the platted property. The preliminary plat ensures that roads and utilities can adequately serve the property. It also ensures that the grades and stormwater can be properly managed to accommodate the proposed development. The following provides a summary of the key aspects of the proposed preliminary plat.

A. Combination of a Platted Tax Lot and an Unplatted Parcel. The subject property includes two platted lots on 3rd Street NE (previously combined into one tax lot, which the former medical clinic used as a parking lot) and an unplatted parcel at the corner of Erblang Avenue and 1st Street NE. The proposed plat will result in a single platted lot (Lot 1, Block 1, THOMPSON JAMES GROUP SOUTH DIVISION). The platted lot will resolve nonconforming issues associated with existing development crossing existing parcel lines.

B. Land Use Plan and Zoning. The City's Journey to 2040 Land Use Plan guides this property for commercial or residential use or a mix of commercial or residential use. The proposed residential use is consistent with the Land Use Plan. The proposed development also helps address the City's goals to increase housing availability and variety in the community.

The subject property is in the C-2, Highway Commercial District. The City's Unified Development Ordinance (UDO) allows multi-family residential use in the C-2 district with the issuance of a conditional use permit.

C. Lot Area and Width. The proposed lot meets the lot area and lot width requirements of the C-2, Highway Commercial zoning district.

C-2, HIGHWAY COMMERCIAL LOT REQUIREMENTS		
Lot Area	Required	Proposed
	20,000 SF min.	114,258 SF
Lot Width	Required	Proposed
	100 feet	1 st St. NE: 398 feet
		Erblang Ave: 210 feet
		3 rd St. NE: 181 feet

D. Surrounding Neighborhood Uses and Encroachments.

The surrounding area includes single-family residential uses in the R-1, Single-Family Residential District. Keystone Assisted Living is west of the subject property and is in the R-4, High-Density Residential District. The property to the east has historically been a commercial business with a residential use. That property is in the C-2, Highway Commercial District.

Some neighboring properties have encroachments on the subject property. The Developer will work with the neighboring property owners to address the encroachments.

E. Streets and Unit Addresses. Three public streets abut the proposed plat:

- The five residential units in Building A will be accessed directly from 3rd Street NE and have 3rd Street NE addresses;
- The 16 residential units in Buildings B, C, and D will be indirectly accessed from Erblang Avenue via a drive aisle (not a private drive). These units will have an Erblang Avenue address.
- The 13 residential units in Buildings E and F will be accessed directly from the frontage road of 1st Street NE. These units will have a 1st Street NE address. The frontage road of 1st Street NE is a City street maintained by the City, but the street is in a right-of-way easement associated with State Highway 60/1st Street NE. The City sent the Developer's plans to MnDOT for their review.

F. Access for First Responders, Deliveries, Trash Haulers, and Snow Removal. Access to Buildings A, E, and F will be directly from the adjacent public streets. Access to Buildings B, C, and D will be from a private drive aisle (not a private street) off Erblang Avenue. The drive aisle deadends at the east property line. To alleviate potential challenges associated with the dead end, the Developer has striped an area in the private drive aisle at the east end of the property to allow cars and smaller vehicles to turn around. The Developer also proposes to provide a concrete pad near the center of the

private drive to allow delivery trucks, garbage trucks, and other larger vehicles to turn around. The Fire Chief has noted that first responder access to Buildings B, C, and D is acceptable. As proposed, onsite snow storage will be challenging. If the Developer reduces the width of the driveways (as recommended later in this report), there will be additional areas for snow storage. Nevertheless, removing snow from the paved areas adjacent to Buildings C, D, and E will be challenging. However, the Developer can likely address this issue by transporting snow to an acceptable offsite location.

- G. Curb Cuts.** The Developer's proposal provides roughly 23-foot wide driveways. The driveways of 19 of the residential units will be separated by roughly three feet. The driveways of ten units will be separated by roughly six feet, and the driveways of five units will be separated by roughly seven feet.

Due to the unique aspects of the proposed development, the City cannot reasonably apply the driveway separation requirements outlined in the City's UDO to this project. However, the City Planner feels the Developer should provide a six-foot minimum (or preferably a ten-foot minimum) separation between driveways. The Developer could accomplish this by reducing the 23-foot wide driveways to 20 feet (or preferably 18 feet). The garage doors are 16 feet wide, and the garages have a 20-foot interior width. Therefore, a 20-foot driveway width would provide the same available width in the proposed garages. An 18-foot wide driveway could still provide enough width to get in and out of vehicles. Reducing the driveway width allows for more landscaping and snow storage, and it reduces the amount of impervious coverage on the site.

The Developer proposes to maintain the 23-foot wide driveways to promote ease of getting in and out of vehicles. The City Planner feels a reasonable compromise is for the City to limit the driveway width to 20 feet and require a minimum of six feet between driveways (as noted in the attached resolutions). However, the Planning Commission has the option to recommend that the driveway separation be as shown

on the Developer's proposed plan, or that the driveway separation should be a minimum of ten feet.

The proposed private drive aisle curb cut on Erblang Avenue is offset from the Keystone assisted living community to the west. However, the offset is enough that it does not create a significant safety concern. Given the layout of the proposed development, it is unreasonable to require the Erblang curb cuts to align.

- H. Trails and Sidewalks.** There is an existing sidewalk on the north side of 1st Street NE/State Highway 60 to the south of the subject property. The City plans to extend this sidewalk/trail to the east city limits line. However, City Staff does not feel it is necessary to extend the sidewalk/trail on the south side of the subject property at this time.

The City has no current plans for a sidewalk on the east side of Erblang Avenue or either side of 3rd Street NE. Therefore, the Developer will not install sidewalks in these areas.

Besides a short sidewalk next to the play area, the proposed development will have no internal sidewalks.

- I. Existing Topography and Proposed Grading.** The subject property drops roughly 35 feet in elevation from the east property line to the west property line. The proposed grading plan allows reasonable access to each unit. However, the plan calls for a retaining wall up to 12-14 feet in height adjacent to the east property line. Refer to the City Engineer's report for additional information regarding the topography and grading.
- J. Stormwater Management.** The Developer is proposing to manage stormwater runoff with underground storage and dry stormwater basins. Refer to the City Engineer's report for additional information.
- K. Utilities.** Each unit will have its own water, electric, and gas meters. Presumably, these meters will be placed against the back façade of each unit (along with an air conditioning unit). However, if the Developer proposes to group all meters

associated with a building in one location, City Staff must review the placement of the meters for screening.

There is an existing overhead electrical power line and easement along the east property line. The Developer will need to work with Xcel to relocate an existing utility pole. The electrical service to the residential units must be placed underground.

The Developer must work with the utility providers regarding the location of equipment. Potentially, some utility equipment may need to be located between the driveways. If that is the case, the distance between the driveways must be at least six feet (or preferably ten feet).

The Developer must pay the required SAC/WAC fees at the time of the development. Refer to the City Engineer's report for detailed information regarding the proposed sewer and water utilities.

- L. Fire Hydrants.** The Developer is proposing to provide two fire hydrants to supplement two existing fire hydrants in the area. The City Fire Chief and City Engineer have no objections to the general placement of the proposed hydrants. The Developer must verify the final placement of the hydrants with City Staff.
- M. Street Lights.** No additional street lights are proposed in the public right-of-way. However, the Applicant proposes private street lights along the internal private drive aisle.
- N. Easements.** An existing five-foot-wide electrical easement adjacent to the northeast property line will remain. New drainage and utility easements are shown in the final plat and discussed in the review of the final plat.
- O. Existing Natural Features.** The subject property has a variety of existing trees. Given the proposed site grading, all existing trees (except, possibly one tree) and all existing landscaping will be removed. The City does not have a tree preservation and replacement ordinance related to development projects like this one. However, the proposed

development includes trees and other landscaping that is generally consistent with the City's UDO.

There are no wetlands on the site. Neighbors have reported that there are springs or perched water in the neighborhood. The Developer had soil borings and will address the soils and subsurface water as needed.

- P. Parkland Dedication.** Rice County lists the estimated market value of the unplatted part of the subject property (without the existing building and site improvements) as \$232,800.00. The City's UDO requires that residential development dedicate seven percent of the property being platted for parkland. However, the UDO gives the City the option to accept cash in lieu of parkland. In this case, the City does not need a public park on the subject property. Therefore, the City requires a cash payment of \$16,296.00 in lieu of parkland ($\$232,800.00 \times 0.07 = \$16,296.00$).

- 2. Final Plat Considerations.** The City can approve the final plat after the issues identified in the preliminary plat have been resolved. In this case, the final plat has one lot and no new public streets. Therefore, final plat approval is relatively straightforward. The following provides a brief overview of the key final plat issues.

- A. Plat Clean-Up.** The City Attorney is in the process of reviewing the title work associated with the final plat. There will likely be several minor "clean-up" items that must be addressed before the final plat can be recorded.
- B. Easements.** The Developer may need to refine the proposed easements based on the final placement of utilities.
- C. Development Agreement.** The Developer must enter into a Development Agreement with the City. The Development Agreement will address development fees (including park fees), construction documents, cost estimates for public street and utility improvements, and all other pertinent plat-related items.

- 3. Development Review Committee Recommendation.** The City's Development Review Committee (DRC) recommends approval of the

Developer's requests for preliminary and final plat approval based on the written conditions in Resolution 2021-141 (see attached).

OVERVIEW OF THE CONDITIONAL USE PERMIT REQUEST

The subject property is in the C-2, Highway Commercial zoning district. The proposed multi-family residential development is a conditional use in the district, which allows the City to attach conditions to the approval of the use. As noted earlier in this report, the Developer participated in a neighborhood meeting and a City Council work session to address community hopes and concerns related to the proposed development. The Developer also worked with City Staff to address technical details related to the proposal. As a result, the Developer's proposal does not require significant conditions of approval. The recommended conditions of approval are as follows:

1. The proposed driveways to the residential units shall not exceed 20 feet in width. A minimum six-foot-wide landscaped area shall separate the driveways. *(Please note that the Developer wishes to have a minimum driveway width of 23 feet. The Planning Commission should consider the pros and cons of each approach and revise this condition of approval if necessary.)*
2. The front yards at the periphery and interior of the development shall not have less than the minimum landscaping required by the City's Unified Development Ordinance. *(Please note that the Developer's proposed landscape plan provides the required number of plantings. However, the proposed plan does not provide the required number of trees in the front yard. If the driveway width were to be reduced to a maximum of 20 feet in width, there would be sufficient area to provide the required trees in the front yard.)*
3. The Developer must provide residential unit addresses as per the direction of the City Staff. The Developer must also provide site signage that adequately guides first responders, delivery vehicles, and other visitors to the appropriate locations.
4. The Developer must provide barrier fencing at the top of the proposed retaining walls. *(Please note that the existing development and proposed development do not provide screening fences at the rear and side yards of the adjacent single-family residences. City Staff does not feel a screening fence is necessary.)*

5. The Developer must handle snow storage and removal per City ordinances.
6. Because the proposed development is on a single lot, the residential units cannot be conveyed as individually-owned units.

Based on public hearing comments, the Planning Commission may choose to amend the above conditions of approval as needed or desired.

RECOMMENDED ACTION

Recommend that the City Council approve Resolution 2021-141 and Resolution 2021-142 based on the written findings and conditions in the resolutions.

ATTACHMENTS

- Resolution 2021-141
- Resolution 2021-142
- City Engineer's Memo
- Excerpts from Developer's Application



David Wanberg
City Planner
Development Services Department
City of Faribault
208 NW 1st Ave
Faribault, MN 55021
dwanberg@ci.faribault.mn.us

**RE: CUP, PRELIMINARY PLAT, FINAL PLAT & SITE PLAN NARRATIVE
AUSTIN JAMES LUXURY COMMUNITY – 924 1ST ST NE, FARIBAULT, MN**

David,

We are excited to submit four development applications on behalf of the developer, Terry Robertson with the Thompson James Group, for the development of 34 townhome units that will create the Austin James Luxury Community (formerly referred to as C Alan Homes). To achieve this proposed residential development, we are submitting a Preliminary Plat, Final Plat, Conditional Use Permit and Site Plan application and the supporting documents for the City to review. Below is a narrative describing the subject site, ownership information, project details, and specifics to each application request.

SITE INFORMATION

The overall development site is 2.64 acres and is comprised of two existing lots. One of the lots is the property addressed 924 1st St NE (Parcel 18.32.2.75.005), 1.9 acres in size and there is an existing commercial building. The second lot is directly adjacent to the north (Parcel 18.32.2.77.017), is 0.72 acres and is vacant. Both properties are currently zoned C2 – Highway Commercial District.

The properties to the north, east and south are all residential uses. The adjacent property to the west is a senior living facility. The proposed multi-family use is compatible with the surrounding neighborhood and provides a nice transition from the main road, 1st Street NE, to the single family properties to the north of the site.

OWNERSHIP INFORMATION

Both aforementioned lots are currently owned by Prime Properties. The developer, Terry Robertson, is under contract to purchase both lots from Prime Properties and the closing date is mid-July. At closing, the new ownership will be the Thompson James Group, LLC company with Terry Robertson as the President/Chief Manager. Given that the property will change ownership between the time of application submittal and approval, both the current owner, Sraavun with Prime Properties, and the future owner, Terry Robertson with the Thompson James Group, have signed all four applications. On the plans and plats, we have indicated the property owner/developer as the Thompson James Group, LLC since they will be the fee owners of the properties at the time of the various applications/plans' approvals. We will provide the City with the updated property ownership information when it changes in July and is available.

SITE DESIGN + PROJECT DESCRIPTION

The project proposal is for 34 townhome units on 2.64 acres. There will be 6 different clusters of attached units. Three of the clusters are comprised of 5 attached units, two of the clusters are comprised of 6 attached units, and one cluster is comprised of 7 attached units. Each unit will have an enclosed 2-car garage and private driveway.

Five units will face and take access from 3rd Street NE. Thirteen units will face and take access from the Frontage Road. The remaining 16 units will take access from Erblang Ave and will front an internal private drive. A traffic study was not required, however, during the concept plan review, a turn-around area for delivery vehicles was suggested. This was added to the plan and is located at the center of the private drive. In addition, there will be 7 guest parking spaces located along the private drive.

The townhomes will be a high-quality architectural design, providing trim, materials, varied rooflines, window placement and other features to bring interest to each unit. Each unit will have an attached two-car garage, and a back-patio area for each unit to privately enjoy. The units will be two stories and have three bedrooms. There is no community trash enclosure, rather, each unit will have their own trash cans and collection will be at the end of the drives each week.

Overall, the site will have 1.87 (70.8%) acres of impervious area and 0.77 acres (29.2%) of green space. The opened space will be maintained by the owner as all the units are intended to be rental units. There will be a pathway through the site connecting to the public walk and right of way. In the center of the site is a dedicated area for a potential play structure.

PLAT

The purpose of the Preliminary Plat and Final Plat are to combine the two existing lots into one lot for the proposed development. The Preliminary Plat details existing conditions on the site. The existing commercial building will be removed for this proposed development. The Final Plat details any new easements required for the proposal, and also depicts the exact lot size and boundary for the new lot to be developed.

CONDITIONAL USE PERMIT

Both lots are zoned C-2, and to allow for multi-family residential, a Conditional Use Permit (CUP) is required. According to the City Code, the City Council will review the CUP based on the Criteria from Section 2-300 and for compliance with the Site Design Standards outlined in Section 4-30. The proposed site is compliant with the C-2 zone district standards, including the height, setbacks, open space, parking and other requirements, and depicts all the details per Section 4-30. Below is a response to each of the CUP review criteria per Section 2-300:

- 1) *The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.*

Response: The proposed multi-family use is compatible with the adjacent residential uses and would not be detrimental to the public health, safety or welfare. The proposal will conform to the C-2 zone standards, and will obtain all necessary site and building permits to ensure it is constructed and meets all applicable codes that are in place for the purpose of upholding public health, safety and welfare.

- 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.*

Response: By granting a CUP for the proposed multi-family, there would be an improvement to the existing conditions. Currently there is a commercial property with a large parking lot. The proposed multi-family is more compatible to the surrounding residential properties than a commercial use.

- 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.*

Response: The developer held a neighborhood information meeting on March 1, 2021 and listened to their comments so that the currently proposal is designed and compatible and upholds high-quality architectural standards to preserve the character of the community.

- 4) *The conditional use will not impose hazards or disturbing influences on neighboring properties.*

Response: There will be no hazards or disturbing influences on the neighboring properties.

- 5) *The conditional use will not substantially diminish the value of neighboring properties.*

Response: The CUP would allow for re-investment of a fatigued commercial site and investment into a vacant lot with new high-quality housing. The exterior and interior finishes of the proposed Austin James Luxury Community help support a higher- end housing unit that will only contribute to the value of the neighboring properties.

- 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.*

Response: The site is accessed through existing roads, utilities and is infill development within the boundary of existing emergency and school district services.

- 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.*

Response: No excessive additional requirements to the public would be burdened by this proposal.

- 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.*

Response: The city has reviewed the layout in the pre-application submittal and indicated the layout as shown is acceptable for adequate circulation and traffic standards. A turnaround area was added to the center of the site off the drive to facilitate trucks and vehicular turnaround movement on the site. In addition, each unit has attached two-car garages and driveways to prevent any on-street parking off-site, and there will be 7 guest parking spaces along the private drive to mitigate any parking off-site.

- 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.*

Response: There are no designated historic, natural or scenic features on this site.

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.

Response: The Site and Civil Plans show compliance with the C-2 zone standards and the City's civil engineering requirements.

11) The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

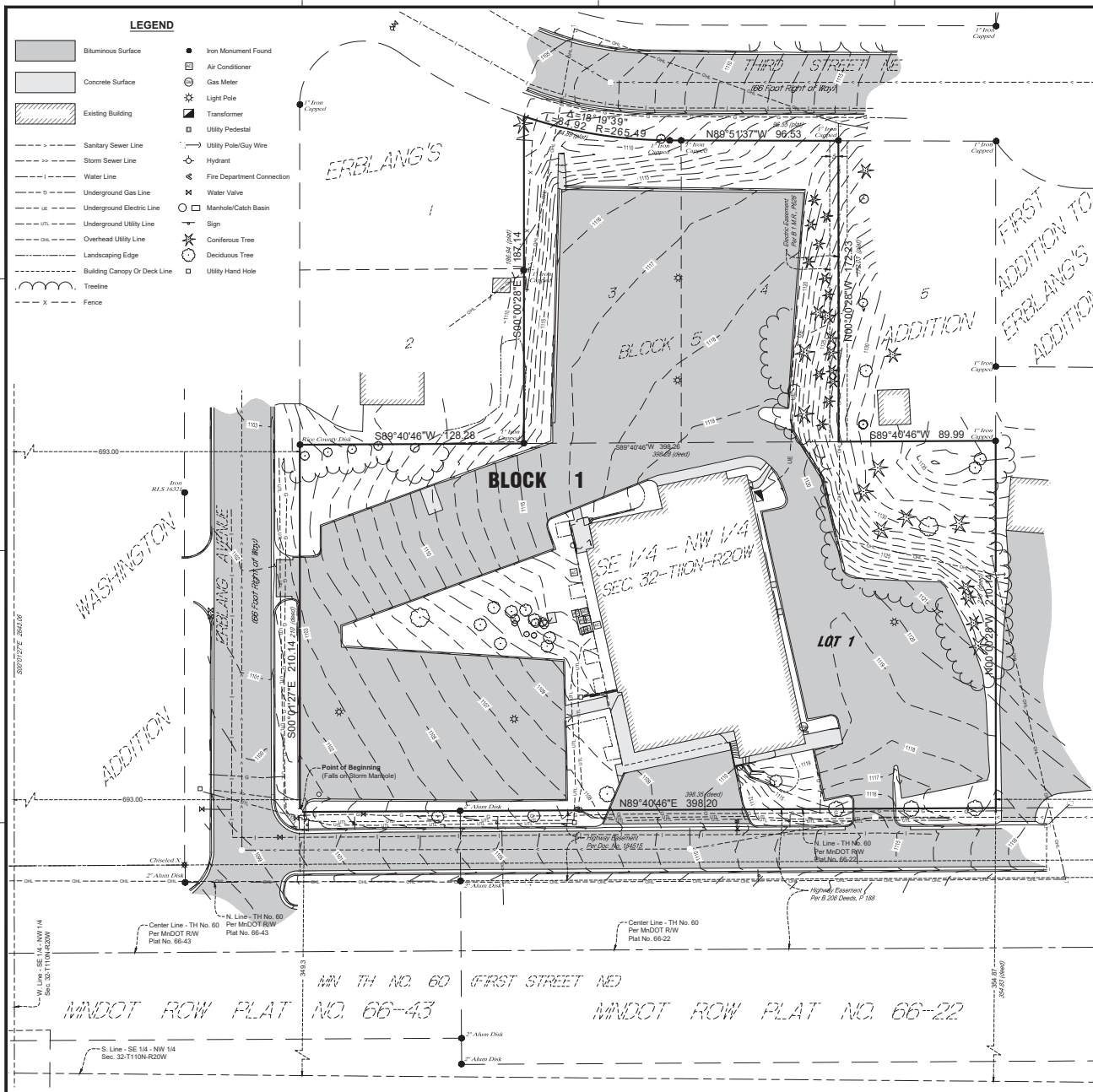
Response: The proposed development does not require any variance and complies with all applicable regulations.

Thank you for taking the time to review the enclosed application and supporting documents. We look forward to working with the City on this project. Please contact me at 952.426.0699 with any questions or if there is any additional information we can provide in support of this project.

Sincerely,



Andrea Rand, AICP
Project Coordinator
Andrea.Rand@ISGInc.com



THOMPSON JAMES GROUP SOUTH DIVISION

EXISTING LEGAL DESCRIPTION: (Per File No. 50289)

Lots 3 and 4, Block 5, in Erblang's Addition, Fairbault, Rice County, Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Fairbault, County of Rice, State of Minnesota described as follows, to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway No. 60, 368.28 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

OWNERS / DEVELOPERS:

The Thompson James Group
5215 Terraceview Lane N
Plymouth, MN 55446

SURVEYOR:

ISG
115 E. Hickory Street Suite 300
Mankato, MN 56001
(507) 387-6651

AREA TABLE:

Lot 1, Block 1 = 115,180 sq. ft. - 2.64 acres

EXISTING PROPERTY:

ZONED: C-2 (Highway Commercial)

Setbacks:

Building

Front - 25 feet
Rear - 10 feet
Rear (abutting Residential District) - 15 feet
Side - 10 feet
Side (abutting Residential District) - 15 feet
Corner Side - 25 feet

FLOOD ZONE:

The surveyed premises shown on this survey map is in Flood Zone X (areas determined to be outside of the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27131C0267D, published by the Federal Emergency Management Agency, effective date April 3, 2012.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DANIEL L. STUEBER

DATE: _____ LIC. NO. 43110

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PROJECT

AUSTIN JAMES LUXURY COMMUNITY

Lots 3 & 4, Block 5, Erblang's Addition and part of the SE 1/4 - NW 1/4, Sec. 32-T110N-R20W, City of Fairbault, Rice County, Minnesota

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO. 21-24935

FILE NAME 24935.FPLAT

DRAWN BY KH

DESIGNED BY ---

REVIEWED BY ---

ORIGINAL ISSUE DATE 4/1/2021

CLIENT PROJECT NO. -

TITLE

PRELIMINARY PLAT

SHEET

1

OF 1

THOMPSON JAMES GROUP SOUTH DIVISION

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That The Thompson James Group, a Minnesota limited liability company, owner of the following described property:

Lots 3 and 4, Block 5, in Erlang's Addition, Fairbault, Rice County, Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Fairbault, County of Rice, State of Minnesota described as follows: to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway No. 60, 398.26 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

Has caused the same to be surveyed and platted as **THOMPSON JAMES GROUP SOUTH DIVISION** and does hereby dedicate to the public, for public use, the drainage and utility easements as created by this plat.

In witness whereof said The Thompson James Group, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: The Thompson James Group

Terry Robertson, Chief Manager

State of _____

County of _____

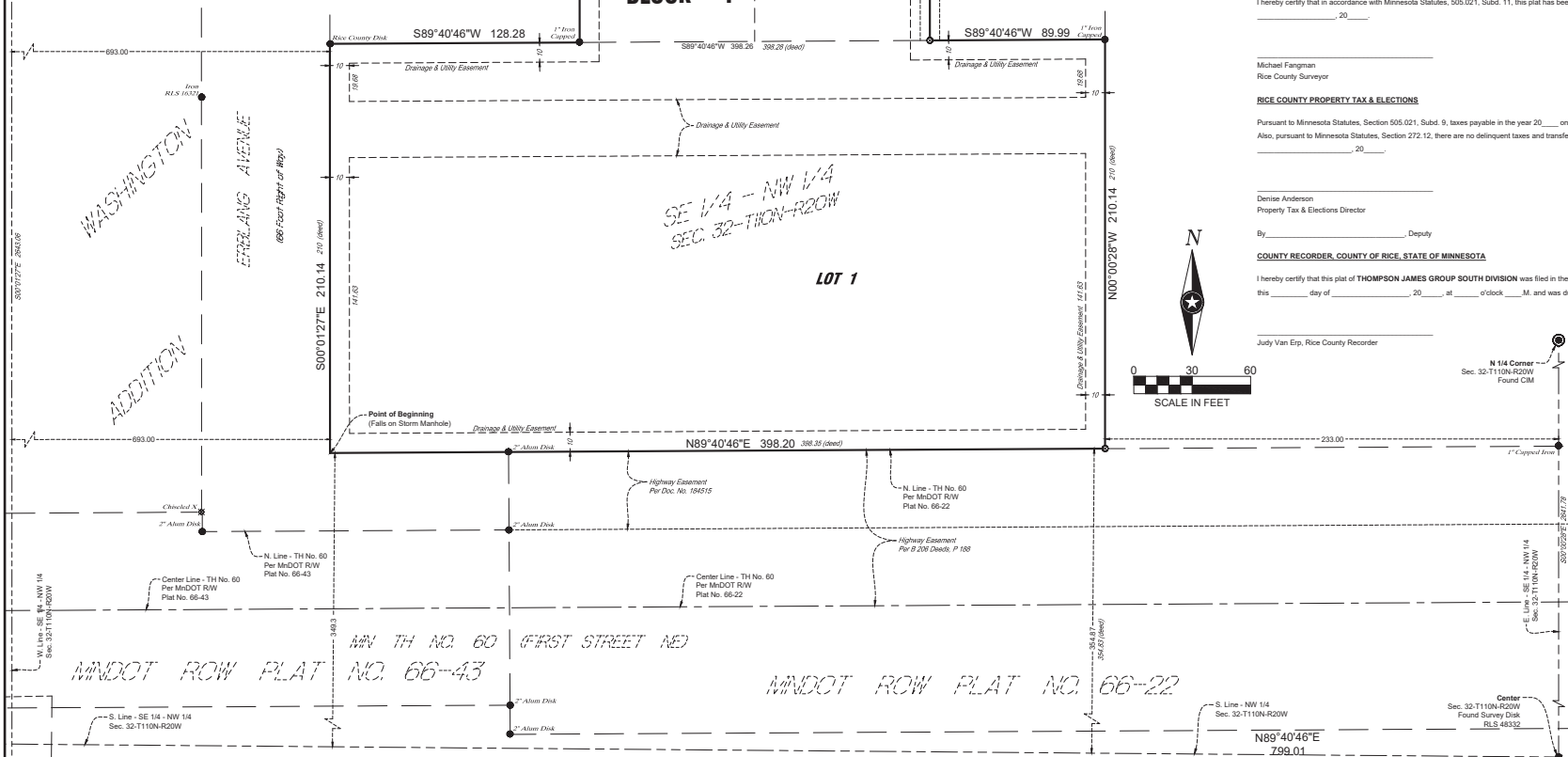
This instrument was acknowledged before me on _____, 20____, by Terry Robertson, Chief Manager, of The Thompson James Group, a Minnesota limited liability company.

_____, (sign)

_____, (print)

Notary Public,

My Commission Expires _____



SURVEYOR'S CERTIFICATE

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

Dated this _____ day of _____, 20____.

Daniel L. Stueber, Licensed Land Surveyor
Minnesota License No. 43110

State of Minnesota
County of Blue Earth

This instrument was acknowledged before me on _____, 20____, by Daniel L. Stueber, Licensed Land Surveyor.

Kent A. Hays
Notary Public, Minnesota
My Commission Expires Jan. 31, 2025

CITY COUNCIL, CITY OF FAIRBULT, MINNESOTA

This plat of **THOMPSON JAMES GROUP SOUTH DIVISION**, was approved and accepted by the City Council of the City of Fairbault, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Mayor _____

City Administrator _____

RICE COUNTY SURVEYOR

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

Michael Fangman
Rice County Surveyor

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid.

Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

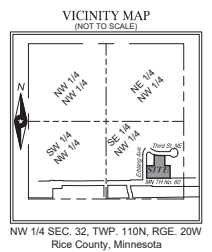
Denise Anderson
Property Tax & Elections Director

By _____, Deputy

COUNTY RECORDER, COUNTY OF RICE, STATE OF MINNESOTA

I hereby certify that this plat of **THOMPSON JAMES GROUP SOUTH DIVISION** was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly filed as Document No. _____.

Judy Van Epp, Rice County Recorder

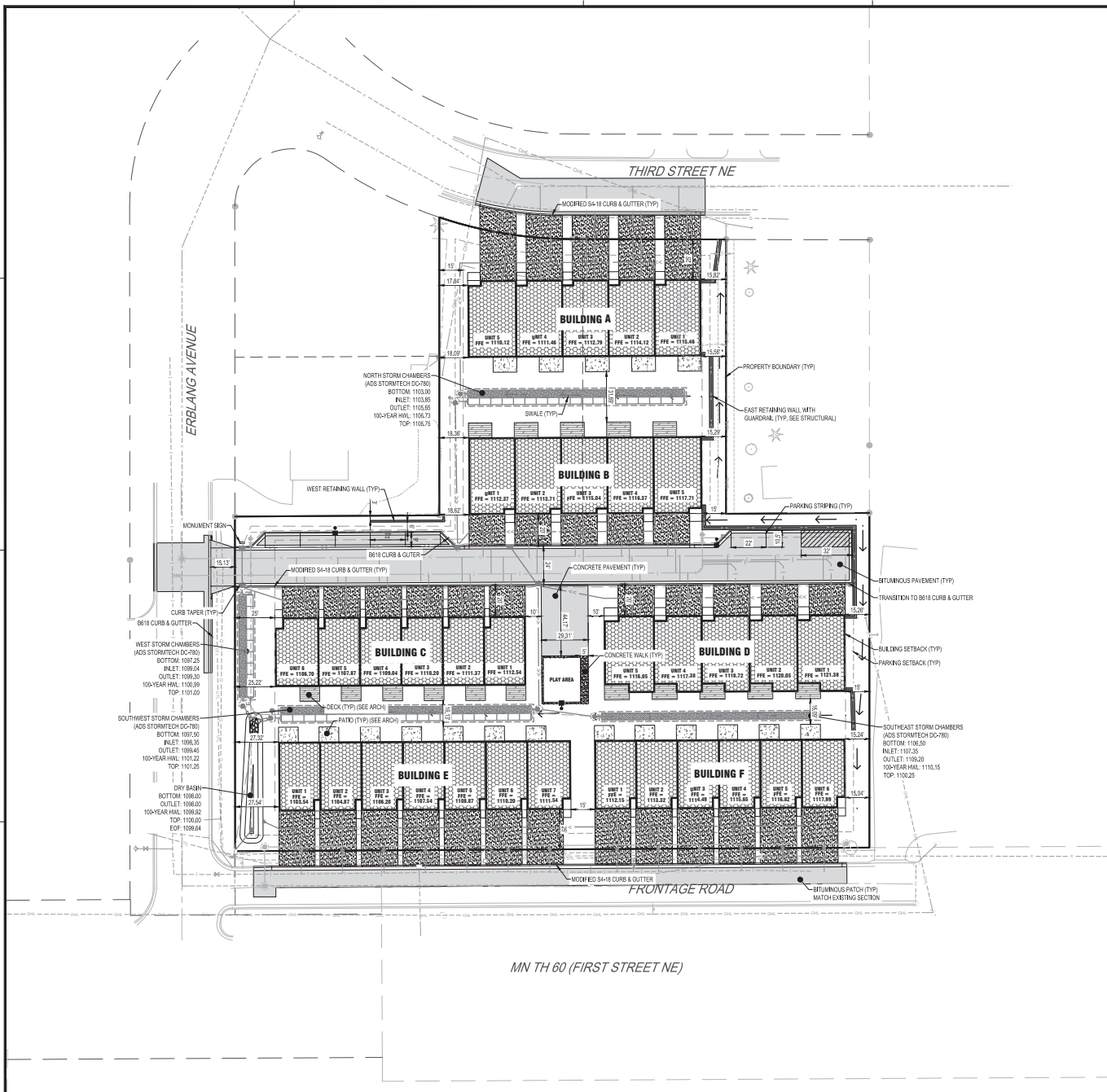


BEARING NOTE:
The orientation of this bearing system is based on the east line of NW 1/4 of Sec. 32, Twp. 110N, Rge. 20W. Said line bears South 00 degrees 00 minutes 28 seconds East.

LEGEND

Iron Monument Found
Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG License No. 43110 To Be Set Before Time of Recording.

ISG



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE WALK



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SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE
STATE OF MINNESOTA.
NATHAN J. HERMER

DATE: 0X/0X/21 LIC. NO.: 54845

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PROJECT

**THE THOMPSON
JAMES GROUP**

**RESIDENTIAL
DEVELOPMENT**

FARIBAUT MINNESOTA

REVISION SCHEDULE	
DATE	DESCRIPTION

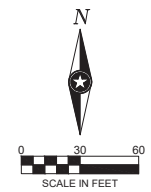
PROJECT NO. 21-24935
FILE NAME 24935 CSA SITE + OVERALL UTILITY
DRAWN BY LGH
DESIGNED BY LGH
REVIEWED BY N/A
ORIGINAL ISSUE DATE 04/04/21
CLIENT PROJECT NO. -

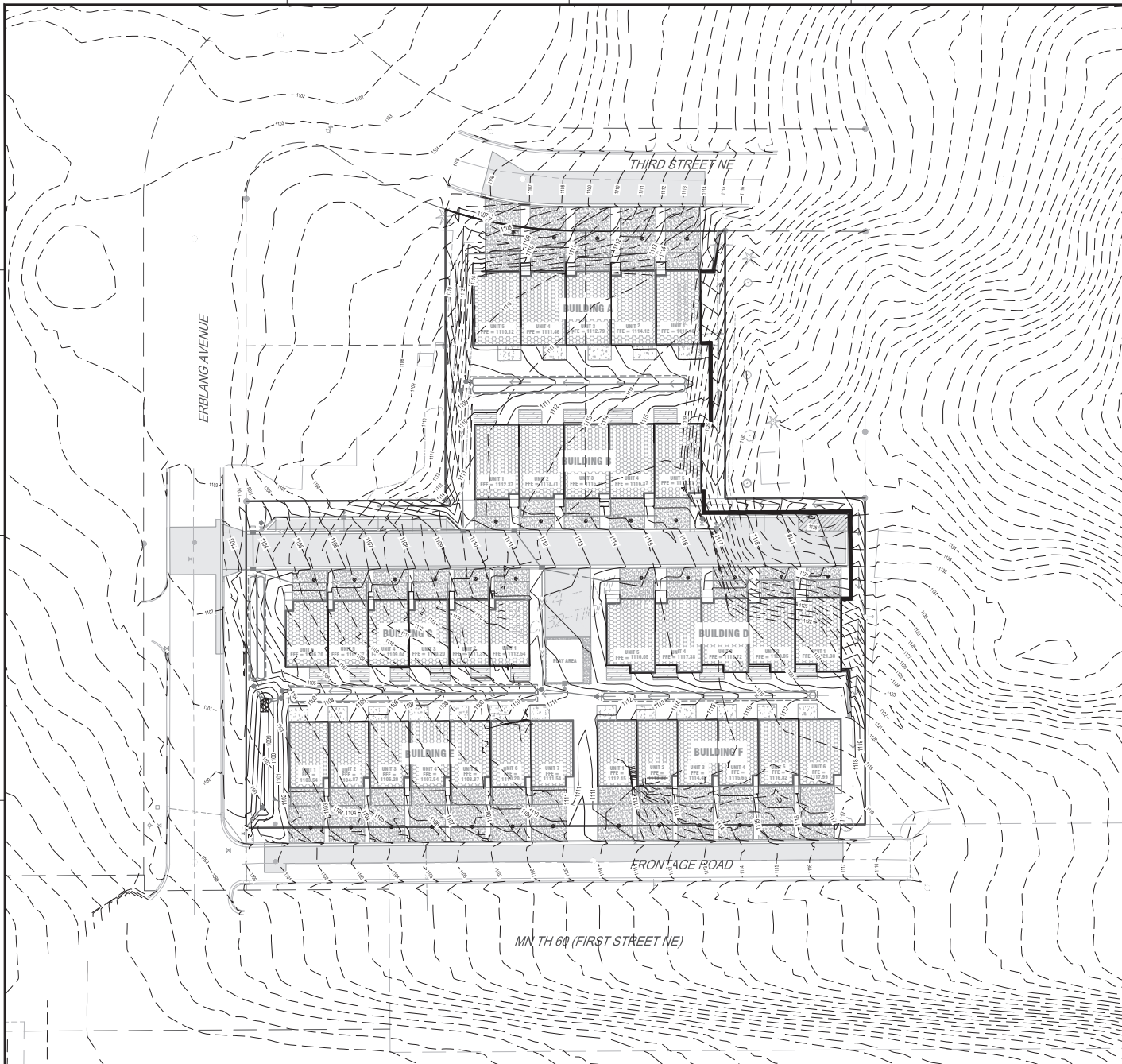
TITLE

**OVERALL SITE
PLAN**

SHEET

C3-10





GRADING LEGEND	
--- 101 ---	EXISTING CONTOUR (MINOR INTERVAL)
--- 100 ---	EXISTING CONTOUR (MAJOR INTERVAL)
--- 101 ---	PROPOSED CONTOUR (MINOR INTERVAL)
--- 100 ---	PROPOSED CONTOUR (MAJOR INTERVAL)
● 100.0	PROPOSED SPOT ELEVATION
● 100.0	PROPOSED TOP BACK OF CURB SPOT ELEVATION

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNING ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.



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NATHAN J. HERMER

DATE: 00/00/21 LIC. NO.: 54848

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PROJECT

THE THOMPSON JAMES GROUP

RESIDENTIAL DEVELOPMENT

FARIBAUT MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

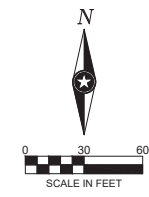
PROJECT NO. 21-24935
FILE NAME 24935 C4 GRADING
DRAWN BY LGH
DESIGNED BY LGH
REVIEWED BY N/A
ORIGINAL ISSUE DATE 00/00/21
CLIENT PROJECT NO. -

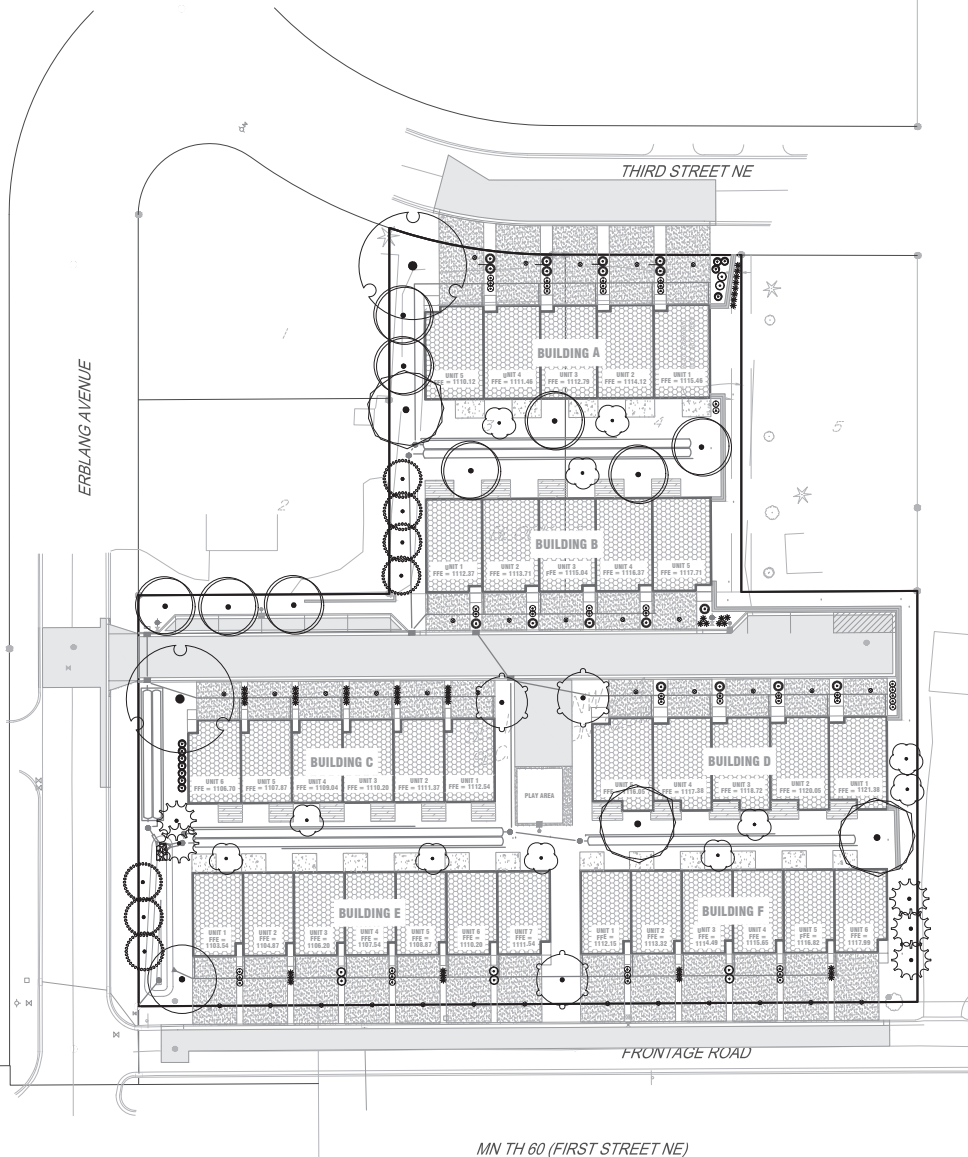
TITLE

OVERALL GRADING PLAN

SHEET

C4-10





PLANT SCHEDULE				
DECIDUOUS TREE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	9	AESCULUS GLABRA OHIO BUCKEYE	2.5" CAL	B & B
	7	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE APPLE SERVICEBERRY	8' HT MIN	B & B
	3	GINKGO BILOBA 'AUTUMN GOLD' MAIDENHAIR TREE	2.5" CAL	B & B
	1	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' SHADEMASTER HONEY LOCUST	2.5" CAL	B & B
	11	MALUS X 'ADAMS' ADAMS CRABAPPLE	1.5" CAL	B & B
	3	QUERCUS BICOLOR SWAMP WHITE OAK	2.5" CAL	B & B
	2	ULMUS AMERICANA 'NEW HARMONY' NEW HARMONY ELM	2.5" CAL	B & B
EVERGREEN TREE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	5	THUJA OCCIDENTALIS 'TECHNY' TECHNY ARBORVITAE	6' HT MIN	B & B
DECIDUOUS SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	8	HYDRANGEA PANICULATA 'LITTLE LIME' LITTLE LIME PANICLE HYDRANGEA	5 GAL	CONT
	47	RIBES ALPINUM 'GREEN MOUND' GREEN MOUND ALPINE CURRANT	5 GAL	CONT
EVERGREEN SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	11	TAXUS X MEDIA 'TAUNTON' TAUNTON YEW	5 GAL	CONT
	17	THUJA OCCIDENTALIS 'BAILJOHN' TECHNITO ARBORVITAE	48" HT MIN	B & B
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	47	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	2 GAL	



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NATHAN J. HERMER

DATE: 00/00/21 LIC. NO.: 54848

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PROJECT

**THE THOMPSON
JAMES GROUP**

**RESIDENTIAL
DEVELOPMENT**

FARIBAULT MINNESOTA

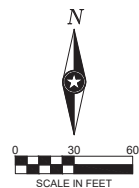
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

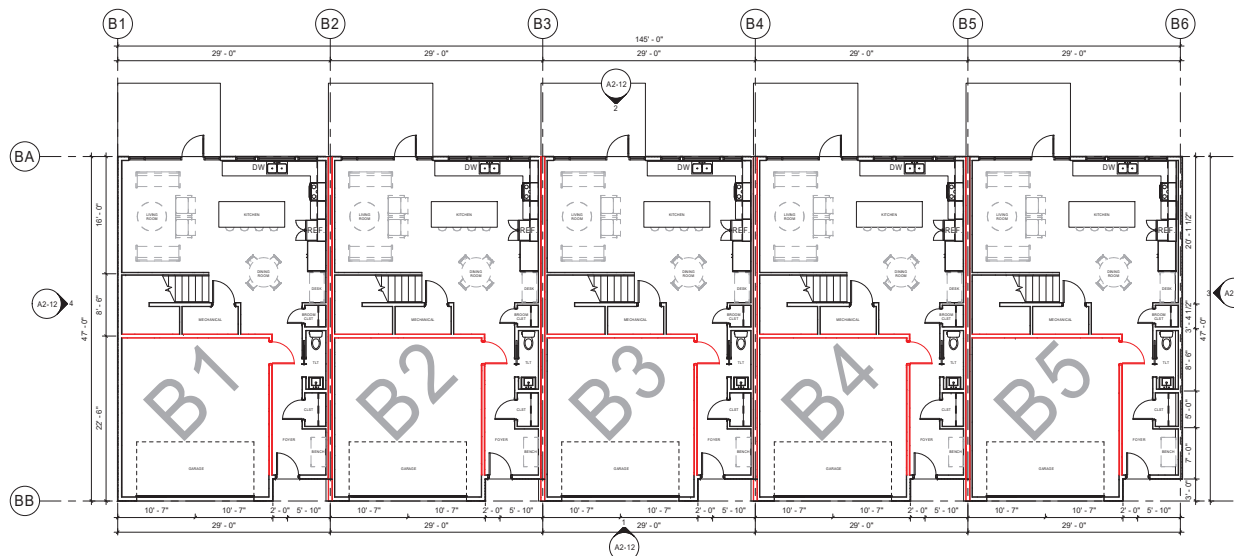
PROJECT NO.	21-24935
FILE NAME	24935 C5 LAND
DRAWN BY	LCH
DESIGNED BY	LCH
REVIEWED BY	NH
ORIGINAL ISSUE DATE	00/00/21
CLIENT PROJECT NO.	

TITLE

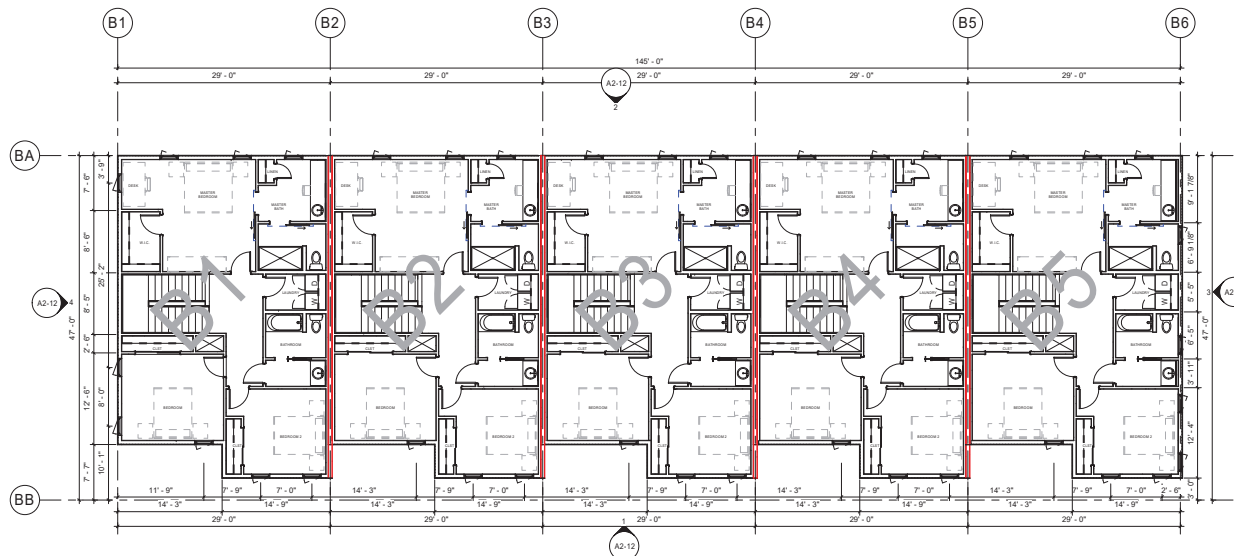
PLANTING PLAN

SHEET
C5-20





1 UNIT 2 - FIRST FLOOR
1/8" = 1'-0"



2 UNIT 2 - SECOND FLOOR
1/8" = 1'-0"

SHEET NOTES

1. BUILDING B IS COMPOSED OF TYPE 2 UNITS - TOTALLING (5) UNITS.



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT 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.

DATE: _____ LIC. NO. _____

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DATE: _____ LIC. NO. _____

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PROJECT

C-ALAN TOWNHOMES DEVELOPMENT

FARIBAULT MN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 21-24935
FILE NAME 24935 Arch.rvt
DRAWN BY MJT
DESIGNED BY CJV
REVIEWED BY CJV
ORIGINAL ISSUE DATE 04/06/21
CLIENT PROJECT NO.

TITLE

FIRST & SECOND FLOOR PLANS - BUILDING B

SHEET

A1-22



SHEET NOTES

1. BUILDING B IS COMPOSED OF TYPE 2 UNITS - TOTALLING (5) UNITS.

EXTERIOR FINISH SCHEDULE

MARK	MATERIAL TYPE	MANUFACTURER	MODEL/COLOR	COMMENTS
EF-1	EXTERIOR LAP SIDING	JAMES HARDIE	COUNTRYLANE RED	
EF-2	EXTERIOR LAP SIDING	JAMES HARDIE	MONTEREY TAUPÉ	
EF-3	EXTERIOR LAP SIDING	JAMES HARDIE	COBBLE STONE	
EF-4	ASPHALT ROOFING SHINGLES	GAF	TIMBERLINE HDZ SHINGLES - CHARCOAL	
EF-5	SOFFIT, TRIM & RAINWARE	EDCO	ENTEX - STATUARY BRONZE	
EF-6	WINDOW TRIM	ANDERSEN	DARK BRONZE	

ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT 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.

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PROJECT

C-ALAN TOWNHOMES DEVELOPMENT

FARIBAULT MN

DATE	REVISION SCHEDULE	DESCRIPTION	BY

PROJECT NO.	21-24935
FILE NAME	24935 Arch.rvt
DRAWN BY	MJT
DESIGNED BY	CJV
REVIEWED BY	CJV
ORIGINAL ISSUE DATE	04/06/21
CLIENT PROJECT NO.	

TITLE

EXTERIOR ELEVATIONS - BUILDING B

SHEET

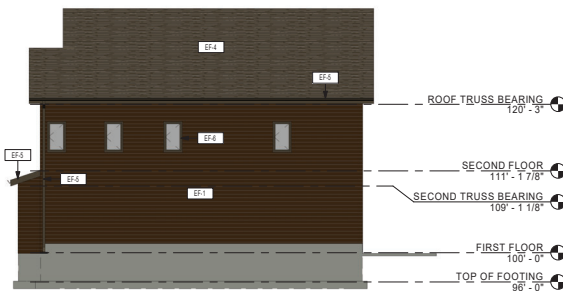
A2-12



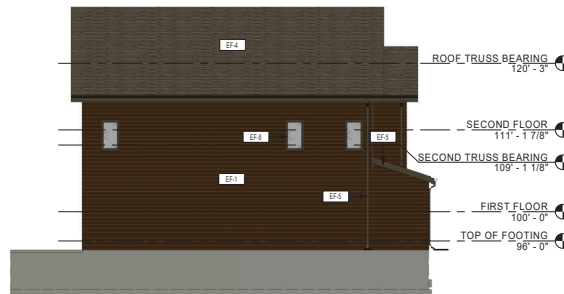
1 FRONT ELEVATION - B
1/8" = 1'-0"



2 REAR ELEVATION - B
1/8" = 1'-0"



3 RIGHT ELEVATION - B
1/8" = 1'-0"



4 LEFT ELEVATION - B
1/8" = 1'-0"



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-142 Approve a Conditional Use
Permit to Allow a Multi-Family Use in the C-2,
Highway Commercial District at 924 1st Street NE

Background:

Thompson James Group South Division (also known as C. Alan Homes) (the Developer) has requested approval of a conditional use permit (CUP) to develop Austin James Luxury Community, a 34-unit rental residential development, on a commercially zoned property at 924 First Street NE.

The Planning Commission held a public hearing on July 6, 2021, to consider the Developer's requests. Several residents spoke in favor of the proposed development. No one expressed concerns about the development. However, the City Planner recommended limiting the proposed driveways to a maximum width of 20 feet (as opposed to 24 feet), with a minimum six-foot landscaped area between driveways.

Nevertheless, the Planning Commission agreed with the Developer that the proposed 24-foot wide driveways are preferred. With a 6-0 vote, the Planning Commission recommended that the City Council approve the Developer's request based on the findings and conditions of approval included in Resolution 2021-142.

Recommendation:

Approve Resolution 2021-142 Approve Conditional Use Permit to Allow a Multi-Family Use in the C-2, Highway Commercial District at 924 1st Street NE

Attachments:

1. Resolution 2021-142 Approve Conditional Use Permit for Multi-Family Use in the C-2 Highway Commercial District at 924 1st Street NE

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-142

APPROVE A CONDITIONAL USE PERMIT TO ALLOW A MULTI-FAMILY USE IN THE C-2, HIGHWAY COMMERCIAL DISTRICT AT 924 1ST STREET NE

WHEREAS, Thompson James Group South Division (the Developer), with the permission of Prime Properties, LLC (the current Property Owner), submitted an application for a conditional use permit to develop Austin James Luxury Community, a 34-unit rental residential development at property commonly known as 924 1st Street NE and legally described in Exhibit A of this resolution; and

WHEREAS, City Staff completed a review of the Applicant's request for issuance of a conditional use permit and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on July 6, 2021, following proper notice, held a public hearing regarding the Applicant's request, and following said public hearing recommended that the City Council conditionally approve the Applicant's request based on the following findings as required by Chapter 2, Article 7, Section 2-300 of the City's Unified Development Ordinance:

- 1. Finding: The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Expanded Finding: The proposed residential development is compatible with the character of the neighborhood. The proposed

development is consistent with applicable City codes, which protect the public's health, safety, and welfare.

2. **Finding: 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.**

Expanded Finding: The surrounding area is developed. Therefore, the proposed development will not impede future development in the area. The proposed development is compatible with the character of the surrounding area. The proposed development will not be injurious to the surrounding properties.

3. **Finding: 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.**

Expanded Finding: The Developer participated in a neighborhood meeting and a City Council work session to listen to the community's hopes and concerns. The proposed development is compatible with the character of the surrounding area.

4. **Finding: The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Expanded Finding: The proposed development is consistent with the City's ordinances. The development adequately addresses the community's expressed hopes and concerns for the site. The development will not impose hazards on neighboring properties.

5. **Finding: The conditional use will not substantially diminish the value of neighboring properties.**

Expanded Finding: The proposed development will substantially improve the appearance of the existing property. The proposed housing development will be an asset to the neighborhood and the community. It will not substantially diminish the value of neighboring properties.

- 6. Finding: 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.**

Expanded Finding: The subject property is adequately served by all essential public facilities and services, including utilities, roads, police, and fire protection.

- 7. Finding: Development and operation of the conditional use will not create additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Expanded Finding: The Developer is responsible for all costs associated with the proposed residential development.

- 8. Finding: Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation or traffic.**

Expanded Finding: The proposed residential development does not create traffic congestion concerns on the public streets.

- 9. Finding: The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of importance to the community.**

Expanded Finding: There are no significant natural, scenic, or historic features that will be affected by the proposed residential development. The proposed development provides adequate landscaping to compensate for the loss of existing trees due to the proposed construction.

- 10. Finding: The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.**

Expanded Finding: The City's Journey to 2040 Land Use Plan guides the subject property for commercial and/or residential use. The proposed residential development is consistent with the Land Use Plan and the City's goals to increase the number and variety of residential units in the community.

11. Finding: The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

Expanded Finding: The proposed residential development is consistent with all applicable requirements of the City Code; and

WHEREAS, at a public meeting on July 13, 2021, the City Council considered the Applicant's request and concurred with the recommendation and written 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 of Faribault as follows:

Section 1. Approval of Conditional Use Permit. The City Council hereby approves the Applicant's request for issuance of a conditional use permit to allow the development of the proposed 34-unit rental residential units as generally shown in Exhibit B of this resolution. The City may allow modifications to the proposed development that is consistent with the intent of this resolution.

Section 2. Conditions Attached to the Approval of the Conditional Use Permit. Approval of this conditional use permit is conditioned on the following:

1. The Developer must strive to maximize the amount of landscaping at the periphery of the development and in the front yards at the interior of the development. If the Developer is unable to provide the required number of trees in the front yards, it is acceptable for the Developer to locate the trees in other areas of the development.
2. The Developer must provide residential unit addresses as per the direction of the City Staff. The Developer must also provide site

signage that adequately guides first responders, delivery vehicles, and other visitors to the appropriate locations in the development.

3. The Developer must provide barrier fencing at the top of the proposed retaining walls.
4. The Developer must handle snow storage and removal per City ordinances.
5. Because the proposed development is on a single lot, the residential units cannot be conveyed as individually-owned units.

Section 3. Additional Conditions Attached to the Approval of this Conditional Use Permit. Approval of this conditional use permit is also conditioned on the following:

1. A failure by the City to take action with respect to any violation of any condition, covenant or term of this permit shall not be deemed 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 for purposes of ensuring compliance with the conditions of the conditional use permit.
3. This conditional use permit is subject to the requirements of the Faribault Code of Ordinances. The Owner is required to comply with all applicable federal, state, and local laws, rules, and ordinances, and to obtain such other permissions and permits as may be required.
4. The violation of any terms or conditions of the conditional use permit including, but not limited to, any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in the City's revocation of this conditional use permit. The City shall give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the City's revocation of this conditional use permit may occur.
5. This conditional use permit and the conditions imposed on

it are binding on the parties, their successors, and assigns, shall run with the property, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership. The obligations of the Owner under this permit shall also be the obligations of any subsequent Owners or assigns of the property.

6. Use of the subject property for the uses allowed by this conditional use permit shall be deemed acceptance of, and agreement to, the terms of and conditions of the conditional use permit without qualification, limitation, or reservation.
7. If substantial development of construction related to this conditional use permit has not occurred within one (1) year of the date of the approval of this conditional use permit, then the City shall consider this conditional use permit void unless a petition for a time extension has been granted by the City Council. Such extension request shall be submitted in writing at least thirty (30) days prior to the expiration of the conditional use permit and shall state facts showing a good faith effort to complete the work permitted under the original approval.
8. If the use permitted by this conditional use permit is discontinued for a period of one (1) year or longer, or if the use has been changed to a permitted use or to any other conditional use, then this conditional use permit shall be deemed abandoned and the use shall be brought into conformance with the Faribault Code of Ordinances.

Section 4. Authorized Actions of the City. The City Council hereby authorizes and directs 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 5. Effective Date. This resolution shall become effective immediately upon its passage.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Legal Description

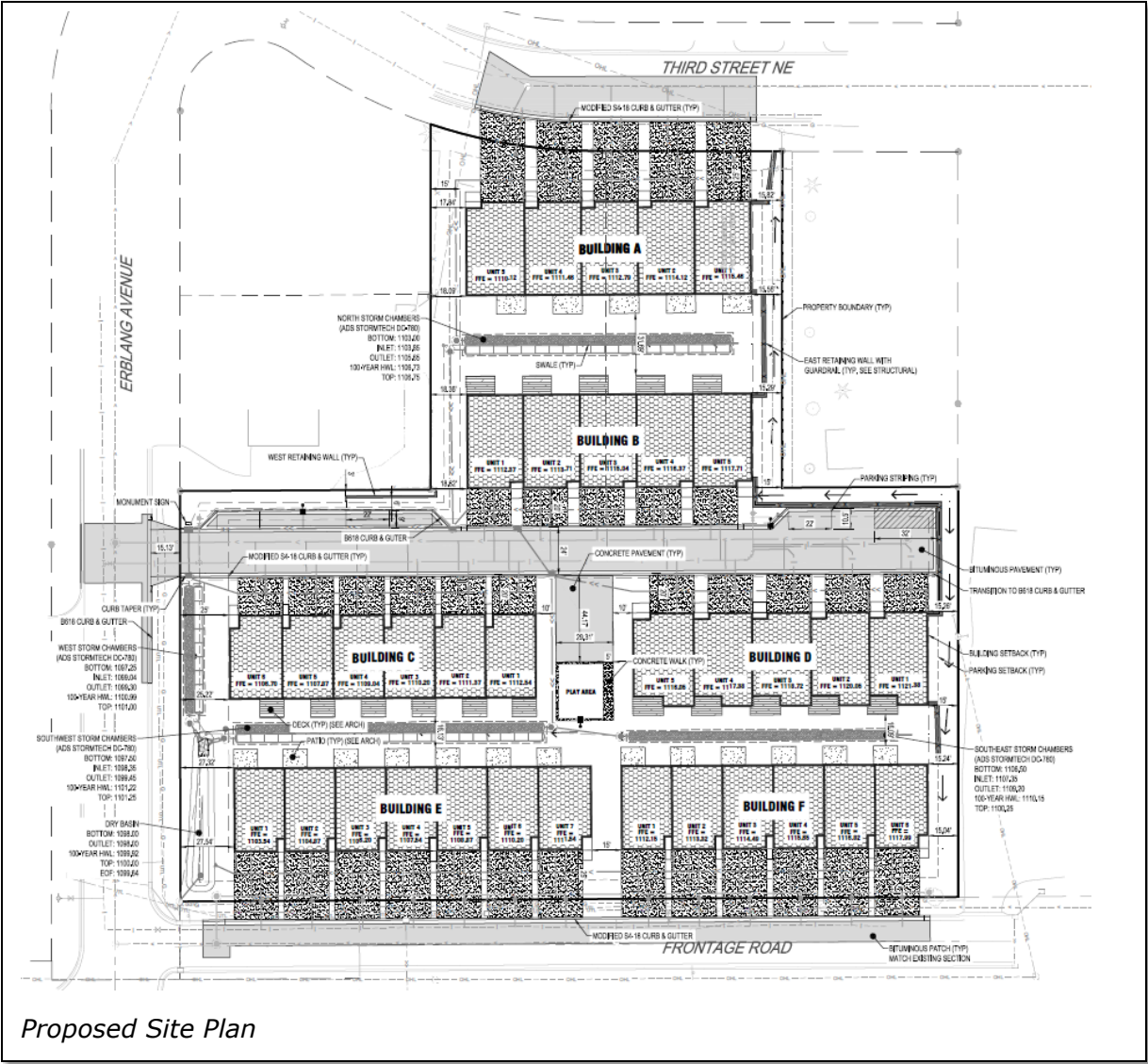
Lots 3 and 4, Block 5, in Erblang's Addition, Faribault, Rice County,
Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, County of Rice, State of Minnesota described as follows, to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway No. 60, 398.28 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

(Abstract Property)

Exhibit B: General Layout and Design





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 13, 2021
SUBJECT: Approve Quote for Overlook at Fleckenstein Bluffs Park

Background:

An overlook at Fleckenstein Bluffs Park is part of the park development plan. Staff recently requested quotes to build the overlook. Estimated cost for the project was \$134,000.

We received three quotes as follows: Healy Construction for \$148,155, Met-Con Construction for \$165,000 and Integral Contracting for \$189,000. Low quote was from Healy Construction for \$148,155.

Recommendation:

Staff recommends approval of the quote of \$148,155 from Healy Construction to build the overlook at Fleckenstein Bluffs Park.

Attachments:

1. Quote Tabulation
2. Overlook Site Plan

Quote Tabulation

Fleckenstein Bluffs Park Overlook

Faribault, MN

ISG

Project Number: 21-24973

Quote Letting Time & Date: 2:00 p.m. - Wednesday, June 30, 2021

Quote Letting Location: Faribault Community Center

Contractor	Bid Bond	Responsible Contractor Form	Add. #1	Base Bid		
Healy Const				\$148,155.00		
Metcon Const				\$165,000.00		
Integral COntracting				\$189,000.00		



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

JEREMY D. FOGG

DATE: 07/20/21 LIC. NO.: 58871

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A FULLY LICENSED
ARCHITECT UNDER THE LAWS OF THE STATE OF
MINNESOTA.

DATE: _____ LIC. NO.: _____

THIS DOCUMENT IS THE PROPERTY OF I.S.G. GROUP,
INC. AND MAY NOT BE USED, COPIED, OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

**CITY OF
FARIBAULT**

**STRAIGHT RIVER
PARK OVERLOOK**

FARIBAULT, MN

DATE	DESCRIPTION	BY

PROJECT NO. 21-04573

FILE NAME: 2107-1-STE OVERLOOK

DRAWN BY: HMB

CHECKED BY: HMB

REVIEWED BY: JDF

ORIGINAL ISSUE DATE: 08/03/21

CLIENT PROJECT NO.: -

TITLE

SITE PLAN

SHEET

C1-20



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-149 Accept Bids for TH 3 & TH 21 EVP Improvements - Contract 2021-06

Background:

On Wednesday, July 7, 2021 bids were received for the proposed for the proposed TH 3 & TH 21 EVP Improvements, Contract 2021-06. This project consists of installing emergency vehicle preemption (EVP) devices on the existing signal system at TH 21 & TH 3 intersection to allow emergency vehicles to interrupt the normal traffic signal cycle to give the emergency vehicles green lights in the direction of their travel.

The bids are tabulated as follows:

Minnesota Signal LLC, Le Center, MN	\$ 14,851.50
River City Electric Co., Mankato, MN	\$ 16,707.00
Engineer's Estimate	\$ 20,000.00

Based on the low bidder's prices, the estimated funding for the project is as follows (includes contingencies and engineering fees):

MnDOT LPP Grant	\$ 11,140.00	65%
<u>MSA Fund</u>	<u>\$ 5,950.00</u>	<u>35%</u>
Total	\$ 17,090.00	100%

It is recommended to award to the low bidder, Minnesota Signal LLC. It is anticipated that the construction will be completed in August/September this year.

Recommendation:

Approve Resolution 2021-149

Attachments:

1. Resolution 2021-149
2. Cover Sheet

CITY OF FARIBAULT

RESOLUTION #2021-149

ACCEPT BIDS FOR TH 3 & TH 21 EVP IMPROVEMENTS - CONTRACT 2021-06

WHEREAS, pursuant to the advertisement for bids for the for the proposed TH 3 & TH 21 EVP Improvements, Contract 2021-06 bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Minnesota Signal LLC, Le Center, MN	\$ 14,851.50
River City Electric Co., Mankato, MN	\$ 16,707.00

and;

WHEREAS, it appears that Minnesota Signal LLC of Le Center, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Minnesota Signal LLC in the name of the City of Faribault for TH 3 & TH 21 EVP Improvements, Contract 2021-06 in the amount of \$14,851.50 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

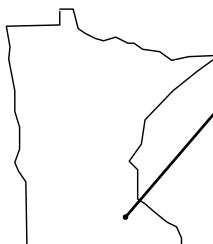
Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



PROJECT LOCATION
COUNTY : RICE
DISTRICT : 6
SECTION 25 TOWNSHIP 110 RANGE 21

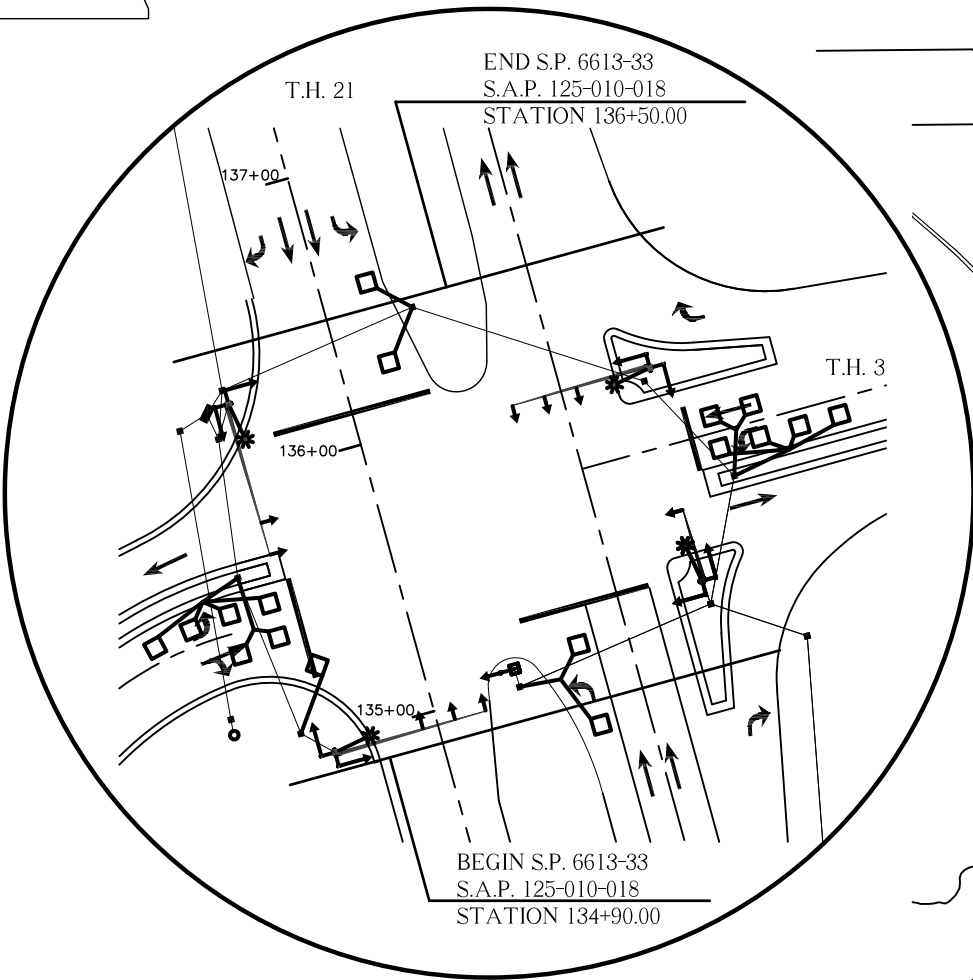
STATEMENT OF ESTIMATED QUANTITIES					
ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	125-010-018	6613-33
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1	0.25	0.75

CITY OF FARIBAULT, MINNESOTA

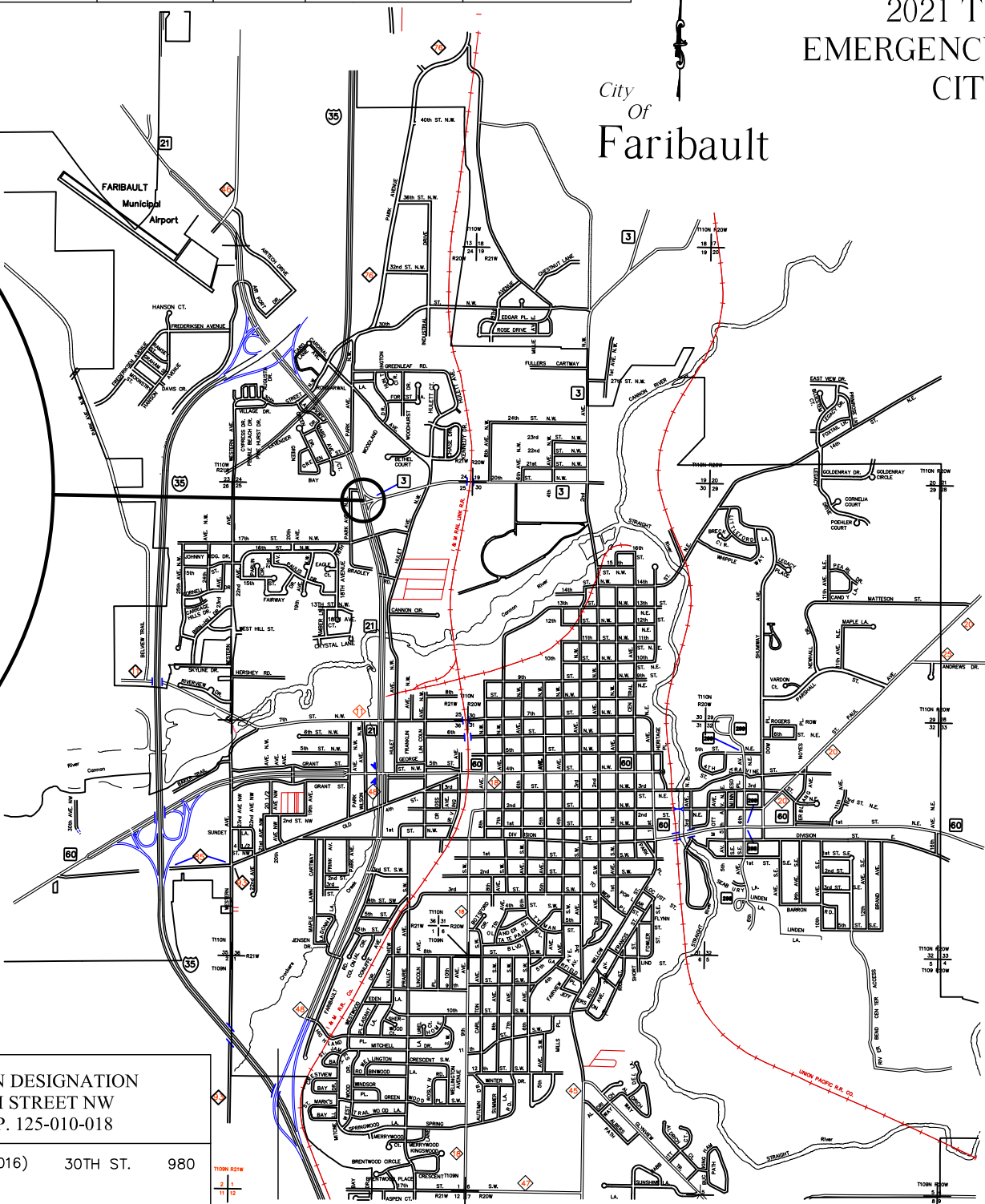
CONSTRUCTION PLAN FOR EMERGENCY VEHICLE PREEMPTION SYSTEM INSTALLATION
2021 T.H. 21 / T.H. 3 INTERSECTION
EMERGENCY VEHICLE PREEMPTION SYSTEM
CITY CONTRACT NO. 2021-06
S.P. 6613-33
S.A.P. 125-010-018

T.H. 21 SOUTHBOUND STATIONING 134+90 TO 136+50
GROSS LENGTH 160.00' / 0.030 mi.
BRIDGES LENGTH NA
EXCEPTIONS LENGTH NA
NET LENGTH 160.00' / 0.030 mi.

City
Of
Faribault



**HEIGHT OF EYE = 3.5', HEIGHT OF OBJECT = 2.0'



INDEX OF SHEETS

SHEET NO. 1	TITLE SHEET & STATEMENT OF ESTIMATED QUANTITIES
SHEET NO. 2	EXISTING SIGNAL DETAILS
SHEET NO. 3-4	EXISTING SIGNAL LAYOUT
SHEET NO. 5	EXISTING WIRING DIAGRAM

THIS PLAN CONTAINS 5 SHEETS

GOVERNING SPECIFICATIONS

THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION - 2018 EDITION SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MMUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS

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

Mark W. Duchene 5/21/2021
APPROVED CITY ENGINEER DATE

Mark W. Duchene
MARK W. DUCHENE, P.E.

DESIGN ENGINEER: 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.

DATE: 5-21-2021 LICENSE NO. 46594

DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY DATE:

STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING DATE:

DISTRICT ENGINEER DATE:

S.P. 6613-33, S.A.P. 125-010-018, CITY CONTRACT NO. 2021-06

CITY OF FARIBAULT PLAN NO. D-3013 SHEET 1 OF 5

ALL MUNICIPAL UTILITY INFORMATION AND ALL OTHER SUBSURFACE UTILITY INFORMATION SHOWN IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS QUALITY LEVEL HAS BEEN DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-.2 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

DESIGN DESIGNATION T.H. 21 S.A.P. 125-010-018			DESIGN DESIGNATION T.H. 3 S.A.P. 125-010-018			DESIGN DESIGNATION 30TH STREET NW S.A.P. 125-010-018		
ADT / HCA DT (2016)	T.H. 21	15,200	ADT / HCA DT (2016)	T.H. 3	6,900	ADT / HCA DT (2016)	30TH ST.	980
FUNCTIONAL CLASSIFICATION	PRINCIPAL ARTERIAL		FUNCTIONAL CLASSIFICATION	PRINCIPAL ARTERIAL		FUNCTIONAL CLASSIFICATION	MINOR COLECTOR	
NUMBER OF TRAFFIC LANES	4		NUMBER OF TRAFFIC LANES	2		NUMBER OF TRAFFIC LANES	2	
NUMBER OF PARKING LANES	0		NUMBER OF PARKING LANES	0		NUMBER OF PARKING LANES	0	
DESIGN STRENGTH	N/A		DESIGN STRENGTH	N/A		DESIGN STRENGTH	N/A	
DESIGN SPEED **	50 MPH		DESIGN SPEED **	40 MPH		DESIGN SPEED **	30 MPH	
R VALUE	N/A		R VALUE	N/A		R VALUE	N/A	
DESIGN ESALS	N/A		DESIGN ESALS	N/A		DESIGN ESALS	N/A	
DESIGN SPEED NOT ACHIEVABLE AT	N/A		DESIGN SPEED NOT ACHIEVABLE AT	N/A		DESIGN SPEED NOT ACHIEVABLE AT	N/A	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-150 Accept Bids for 2021 Sanitary Sewer Rehabilitation Improvements - Contract 2021-08

Background:

On Wednesday, July 7, 2021 bids were received for the proposed for the proposed 2021 Sanitary Sewer Rehabilitation Improvements, Contract 2021-08. This project consists of rehabilitating deficient sanitary sewer pipes by lining them with a structural liner.

The bids are tabulated as follows:

Hydro-Klean, LLC, Des Moines, IA	\$ 71,177.00
Veit & Company, Inc., Rogers, MN	\$ 85,708.00
Visu- Sewer, Inc., Pewaukee, WI	\$ 94,302.00
Insituform Technologies USA, LLC, Chesterfield, MO	\$ 105,309.40
Granite Inliner, LLC, Hugo, MN	\$ 109,556.00
Engineer's Estimate	\$ 92,540.00

Based on the low bidder's prices, the estimated project costs for the project is \$90,000.00 (includes contingencies and engineering fees) and will be paid for from the Sanitary Sewer Utility Fund (602).

It is recommended to award to the low bidder, Hydro-Klean, LLC . It is anticipated that the construction will be completed later this fall.

Recommendation:

Approve Resolution 2021-150

Attachments:

1. Resolution 2021-150
2. (2021-08) Proposal Signature Page

CITY OF FARIBAULT

RESOLUTION #2021-150

ACCEPT BIDS FOR 2021 SANITARY SEWER REHABILITATION IMPROVEMENTS - CONTRACT 2021-08

WHEREAS, pursuant to the advertisement for bids for the for the proposed 2021 Sanitary Sewer Rehabilitation Improvements, Contract 2021-08 bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Hydro-Klean, LLC, Des Moines, IA	\$ 71,177.00
Veit & Company, Inc., Rogers, MN	\$ 85,708.00
Visu-Sewer, Inc., Pewaukee, WI	\$ 94,302.00
Insituform Technologies USA, LLC, Chesterfield, MO	\$ 105,309.40
Granite Inliner, LLC, Hugo, MN	\$ 109,556.00

and;

WHEREAS, it appears that Hydro-Klean, LLC of Des Moines, IA is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Hydro-Klean, LLC in the name of the City of Faribault for 2021 Sanitary Sewer Rehabilitation Improvements, Contract 2021-08 in the amount of \$71,177.00 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

GRAND TOTAL \$ _____

The undersigned hereby acknowledges that all requirements included in the hard copy proposal, addenda, amendments, plans, standard specifications, and supplemental specifications are a part of this bid and contract.

Signed: _____

PROPOSAL GUARANTY required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the **City of Faribault** Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit if found in this proposal must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Signed: _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the ____ day of _____, 20

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

doing business under the name and style of

Signed: _____, for _____ a partnership.

NAME

BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

incorporated under the laws of the State of Minnesota

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

(NOTE: Signatures shall comply with 1206 of the Specifications.)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: July 13, 2021
SUBJECT: Resolution 2021-151 Accept Bids for NW Area Water Tower - Contract 2019-12A

Background:

On Wednesday, July 7, 2021 bids were received for the proposed for the proposed NW Area Water Tower, Contract 2019-12A . This project consists of the construction of a 750,000 gallon elevated water storage tower and related appurtenances. The associated watermain extension which is under separate contract was previously approved by the City Council.

The bids are tabulated as follows:

Caldwell Tanks, Inc., Louisville, KY	\$ 3,441,000
Phoenix Fabricators and Erectors, Sebree, KY	\$ 3,635,000
Landmark Structures, Fort Worth, TX	\$ 3,674,000
McDermott, Plainfield, IL	\$ 3,787,000
Engineer's Estimate	\$ 4,100,000

Based on the low bidder's prices for both the watermain extension (contract 2019-12B) and the water tower (Contract 2019-12A) as well as land acquisition costs, the estimated funding for the project is as follows (includes contingencies and engineering fees):

DEED BDPI Grant	\$ 2,000,000.00	41%
PFA DWRF Loan** (repaid with 601 funds)	\$ 684,000.00	14%
<u>Water Utility Fund (601)</u>	<u>\$ 2,161,250.00</u>	<u>45%</u>
Total	\$ 4,845,250.00	100%

** This is the max amount of the PFA loan based on the low bid for the watermain extension contract 2019-12B. Final amount is still being determined by MDH.

It is recommended to award to the low bidder, Caldwell Tanks, Inc. . It is anticipated that the construction will start this fall and the water tower will be operational and online by September 1, 2023.

Recommendation:

Approve Resolution 2021-151

Attachments:

1. Resolution 2021-151
2. NW Area Water Tower Title Sheet
3. 2021-07-07 119108 Bid Evaluation Faribault 750,000 Gal Water Tower

CITY OF FARIBAULT

RESOLUTION #2021-151

ACCEPT BIDS FOR NW AREA WATER TOWER - CONTRACT 2019-12A

WHEREAS, pursuant to the advertisement for bids for the for the proposed NW Area Water Tower, Contract 2019-12A bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Caldwell Tanks, Inc., Louisville, KY	\$3,441,000
Phoenix Fabricators and Erectors, Sebree, KY	\$3,635,000
Landmark Structures, Fort Worth, TX	\$3,674,000
McDermott, Plainfield, IL	\$3,787,000

and;

WHEREAS, it appears that Caldwell Tanks, Inc. of Louisville, KY is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Caldwell Tanks, Inc. in the name of the City of Faribault for NW Area Water Tower, Contract 2019-12A in the amount of \$3,441,000.00 according to the Plans and Specifications prepared by the City's consulting engineer Bolton and Menk and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Date Adopted: July 13, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

FARIBAULT, MINNESOTA

CONSTRUCTION PLANS FOR

750,000 GALLON

NW AREA TOWER

2021

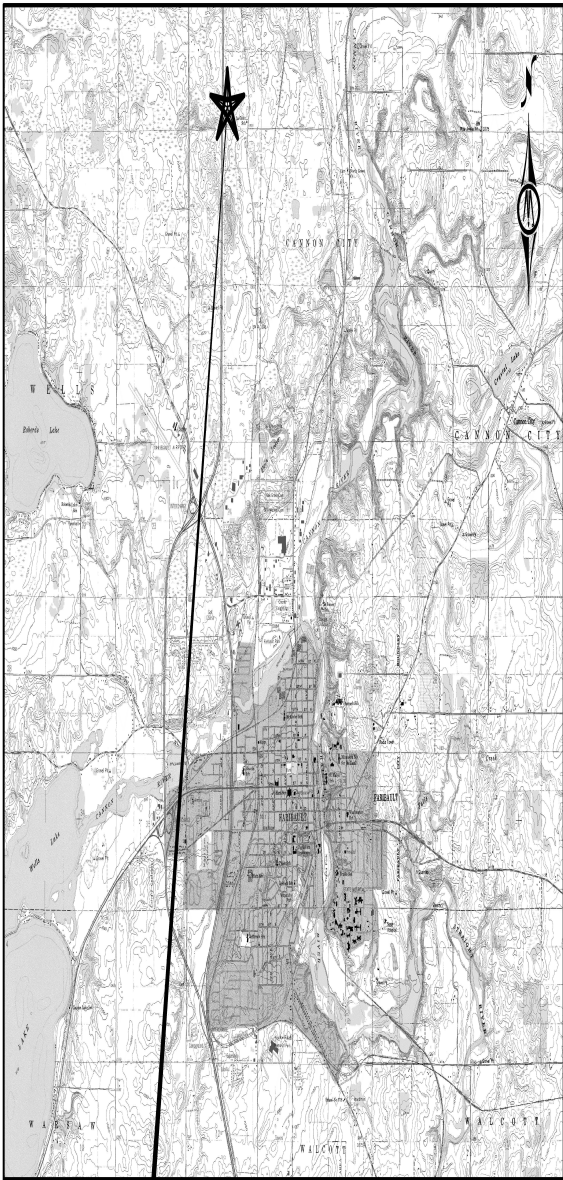
SHEET INDEX

SHEET NO.	GENERAL
1 OF 7	TITLE, LOCATION MAP AND SHEET INDEX
2 OF 7	PROPOSED SITE PLANS
3 OF 7	ORIENTATION PLANS, SECTIONS AND DETAILS
4 OF 7	ELEVATION AND DETAILS
5 OF 7	ELECTRICAL LEGEND AND ABBREVIATIONS
6 OF 7	ELECTRICAL PLAN
7 OF 7	ELECTRICAL SCHEDULE

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MAP LEGEND



PROJECT LOCATION

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT 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.			
SIGNATURE	DATE	PRINTED NAME	DATE
	5-11-2021	Herman A. Dharmarajah	3/23/26



12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-6505
Email: Burns@bolton-menk.com
www.bolton-menk.com

DESIGNED	BY	DATE
HAD	A	12-30-20
DRAWN	BY	DATE
WRH	O	5-11-21
CHECKED	BY	DATE
HAD		
CERT. REG. NO.	TZ1119318	

FARIBAULT, MINNESOTA
750,000 GALLON NW AREA TOWER
TITLE, LOCATION MAP AND SHEET INDEX

SHEET
1
OF
7



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

VIA EMAIL

July 7, 2021

City of Faribault
ATTN: Mark Duchene, P.E., Director of Engineering
200 Belview Trail
Faribault, MN 55021
mduchene@ci.faribault.mn.us

RE: Bid Evaluation – 750,000 Gallon NW Area Water Tower
City of Faribault, Minnesota
Project No.: T21.119018

Dear Mark,

Four (4) bids were received on July 7, 2021, for the 750,000 Gallon NW Area Water Tower project. As shown in the attached Bid Tabulation, the prices for the base bid ranged from \$3,441,000 to \$3,787,000. The lowest responsive and responsible bid was received from Caldwell Tanks, Inc. from Louisville, KY for \$3,441,000. The difference between the highest and the lowest bid was only \$346,000 or 9.1%. This illustrates the bids were very competitive and the bid documents were clear and did not have ambiguities.

The engineer's estimate for the 750,000 Gallon NW Area Water Tower was \$4,100,000 with a 10 percent contingency. This estimate was based on a budgetary estimate provided by CB &I-McDermott in June 2021.

Caldwell Tank is a reputable elevated tank construction company and has constructed elevated water towers engineered by Bolton & Menk in the past. A recent list of 750,000-gallon composite style water towers constructed by Caldwell Tanks, Inc. is attached. I recommend that the contract be awarded to Caldwell Tanks, Inc. for \$3,441,000.

Sincerely,

Bolton & Menk, Inc.

Herman Dharmarajah, Ph.D., P.E., BCEE
Senior Principal Engineer

cc: Seth Peterson – Bolton & Menk, Inc.
Mitch Hoeft – Bolton & Menk, Inc.

Enclosures: Bid Tabulation
List of 750,000 gallon composite style tanks constructed by Caldwell Tanks Inc.



Real People. Real Solutions.

BID TABULATION

Project Location: City of Faribault, MN
Project Title: 750,000 Gallon NW Area Tower

Bid Day/Date: Wednesday, July 7, 2021
Bid Time: 10:00 a.m.

Project No.: T21.119018
Addendum(s): No. 1 – 05/18/2021
No. 2 – 06/17/2021
No. 3 – 06/29/2021

BIDDERS		TOTAL PROJECT BASE BID PRICE
1.	Caldwell Tanks, Inc. Louisville, KY	\$3,441,000
2.	Phoenix Fabricators and Erectors Sebree, KY	\$3,635,000
3.	Landmark Structures Fort Worth, TX	\$3,674,000
4.	McDermott Plainfield, IL	\$3,787,000



COMPOSITE ELEVATED WATER TANKS

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
750,000 Composite 152'6" HWL CTI #: E-8642 N. Shelby, KY	US 60 Water District (N. Shelby Water) 4596 Bagdad Road Bagdad, KY 40003 Jerry Ruble Phone (502) 747-8942 Fax (502) 220-0162	Monarch Engineering, Inc. 556 Carlton Drive Lawrenceburg, KY 40342 James L. Mudd, Jr. Phone (502) 839-1310 Fax (502) 839-1373	7/19 \$1,511,000.00
750,000 Composite 115' HWL CTI #: E-8225 Bagdad, KY	US 60 Water District 4596 Bagdad Road Bagdad, KY 40003 Phone (502) 747-8942 Fax (502) 220-0162	Warner A. Broughman III & Associates 3161 Custer Drive, Suite 6 Lexington, KY 40517 Sandy Broughman, PE Phone (859) 271-1778 Fax (859) 272-1020	6/16 \$1,410,000.00
750,000 Composite 140' HWL CTI #: E-7380 Sparksville, KY	Columbia/Adair Utilities District 109 Grant Lane Columbia, KY 42728 Lenny Stone Phone (270) 384-2181 Fax (270) 384-3437	Monarch Engineering, Inc. 556 Carlton Drive Lawrenceburg, KY 40342 David Bowles Phone (502) 839-1310 Fax (502) 839-1373	12/12 \$1,238,000.00
750,000 Composite 167'6" HWL CTI #: E-7153	City of Brazil 203 East National Avenue Brazil, IN 47834 Ann Bradshaw, Mayor Phone (812) 443-2221	Hannum, Wagle & Cline Engineering 151 North Delaware Street, Suite 800 Indianapolis, IN 46204 Dick R. Weigel Phone (317) 347-3663 Fax (317) 347-3664	7/12 \$1,574,000.00
750,000 Composite 156' HWL CTI #: E-6953	City of Independence 120 North Sixth Street Independence, KS 67301 Terry Lybarger Phone (620) 332-2500 Fax (620) 332-2511	Transsystems Corporation 115 South Sixth Street, Suite D Independence, KS 67301 Shawn David Turner Phone (620) 331-3999 Fax (620) 331-4082	5/12 \$1,485,500.00
750,000 Composite 120' HWL CTI #: E-6949 Curran Site	Curran-Gardner Townships Public Dist. 3382 Hazlett Road Springfield, IL 62707 Robert Dalton Phone (217) 546-3981 Fax (217) 546-0438	MECO Engineering Company, Inc. 116 South Madison Pittsfield, IL 62363 Max Middendorf, P.E. Phone (217) 285-2550 Fax (217) 285-6550	12/11 \$1,585,000.00
750,000 Composite 134' HWL CTI #: E-6950 Pleasant Site	Curran-Gardner Townships Public Dist. 3382 Hazlett Road Springfield, IL 62707 Robert Dalton Phone (217) 546-3981 Fax (217) 546-0438	MECO Engineering Company, Inc. 116 South Madison Pittsfield, IL 62363 Max Middendorf, P.E. Phone (217) 285-2550 Fax (217) 285-6550	12/11 \$1,515,000.00
750,000 Composite 134'6" HWL CTI #: E-6910	Village of Germantown 75 North Walnut Street Germantown, OH 45327 Randy Bukas, Village Manager Phone (937) 855-7270	Poggemeyer Design Group, Inc. 1168 North Main Street Bowling Green, OH 43402 Thomas J. Borck, PE Phone (419) 352-7537 Fax (419) 353-0187	12/11 \$1,387,000.00

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