



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, MAY 10, 2022

6:00 PM

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

2. Presentations/Introductions

- A. Police Distinguished Service Medal of Honor - Officer Angle
- B. Police Officers Memorial Day Proclamation

3. Approve minutes of April 26, 2022 Regular Council Meeting and May 3, 2022 Special Council Meeting - Closed Session

- A. April 26, 2022 City Council Meeting Minutes and May 3, 2022 Special City Council Meeting Minutes

4. Consent Agenda

- A. List of Claims For Release
- B. Resolution 2022-096 Finding Parcel is Occupied by Structurally Substandard Buildings - Lockerby/South Viaduct Redevelopment Area
- C. Resolution 2022-097 Accept Donations Made to the City of Faribault
- D. Resolution 2022-099 Accept Creative Support for Organizations Grant
- E. Approve Reclassification of Accounting Supervisor and Job Description
- F. Approve LG220 Application for Exempt Permit for Catholic United Financial 13 SS Lawrence/Anne
- G. Resolution 2022-105 Approve Master Partnership Contract with Minnesota Department of Transportation for State FY 2023-2027
- H. Resolution 2022-101 Approve a Public Art Application for a Mural at 311 Heritage Place
- I. Accept Quote for Painting Water Works Building
- J. Approve Agricultural Land Lease at Water Reclamation Facility
- K. Approve Change Order No. 2 for Wellhouse No. 5 Rebuild
- L. Approve Change Order #2 on Buckham Center Roofing Project
- M. Resolution 2022-107 Approve Use of Teepee Tonka Park for Blue Collar BBQ Festival
- N. Resolution 2022-108 Approve Heritage Celebration Events, Parking Restrictions and Street Closures
- O. Resolution 2022-106 Authorize the Faribault Fire Department to Apply for the CenterPoint Energy Community Safety Grant
- P. Resolution 2022-109 Approve Hiring of Building Permit Technician
- Q. Approve Amendment No. 1 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04

- R. Approve Hangar Rental Agreement
- S. Approve State of Minnesota Grant Contract C010-21-4D for the Lyndale Trail
- T. Approve Public At-Grade Pedestrian Agreement with Union Pacific Railroad Company

5. Requests to be Heard

6. Public Hearings

- A. Ordinance 2022-11 Annexing Certain Lands from Cannon City Township and Zoning Such Lands in the I-1, Light Industrial District - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-11

7. Items for Discussion

- A. Resolution 2022-100 Approve a Conditional Use Permit for a Single-Family Use in a C-2 Highway Commercial District at 930 1st Street NE
- B. Ordinance 2022-8 Approve Zoning Provisions for the Wild and Scenic River Overlay District - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-8
- C. Ordinance 2022-9 Rezone Property East of State Highway 3 and 30th Street NW - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-9
- D. Ordinance 2022-10 Approve the Vacation of the Former Highway 218 Easement East of State Highway 3 and 30th Street NW - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-10
- E. Resolution 2022-102 Approve the Preliminary Plat and the Final Plat of CANNON RIVER VIEW
- F. Resolution 2022-103 Approve a Conditional Use Permit to Develop a Jail within the Proposed Rice County Public Safety Center East of State Highway 3 and 30th Street NW
- G. Ordinance 2022-12 Amend the Development Standards Outlined in Section 3 of Ordinance 2007-19 Rezoning of Real Property to Create a Planned Unit Development Mixed-Use for Divine Mercy Catholic Church - First Reading

8. Bids

- A. Resolution 2022-104 Accept Bids for 2022 MSA Street Reconstruction Improvements - Contract 2022-04

9. Boards and Commissions Reports, Announcements and Project Updates

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

FARIBAULT POLICE DEPARTMENT DISTINGUISHED SERVICE MEDAL OF HONOR

This certificate is presented to

Officer Spencer Angle

THIS DISTINGUISHED SERVICE AWARD IS PRESENTED TO OFFICER SPENCER ANGLE WHO PERFORMED WITH DISTINCTION UPON RESPONDING TO A SUSPICIOUS VEHICLE CALL THAT RAPIDLY EVOLVED INTO A FOOT PURSUIT WITH AN ARMED SUSPECT. OFFICER ANGLE INITIALLY RESPONDED TO A SUSPICIOUS VEHICLE IN THE 900 BLOCK OF 9TH AVE SW. THE REPORTING PARTY INDICATED A GROUP OF 3 MEN PARKED THEIR VEHICLE, EXITED, AND WENT SOUTH CROSSING 10TH STREET, BEFORE DISAPPEARING INTO A YARD. UPON OFFICER ANGLE'S ARRIVAL, HE OBSERVED 3 MALES CARRYING ITEMS, INCLUDING TV'S, IN THE ALLEY JUST SOUTH OF 10TH ST. THE MALES IMMEDIATELY FLED ON FOOT. OFFICER ANGLE GAVE CHASE AND SOON RECOGNIZED A MALE HE WAS CHASING WAS ARMED WITH A HANDGUN. OFFICER ANGLE PURSUED THE MALE THROUGH SEVERAL BACKYARDS WHILE ORDERING HIM TO STOP. THE MALE SUSPECT EVENTUALLY TOSSED THE HANDGUN ASIDE AND WAS TAKEN INTO CUSTODY. SUBSEQUENT INVESTIGATION REVEALED THE SUSPECTS HAD COMMITTED AN ARMED BURGLARY OF A RESIDENCE ON 9TH AVE SW.

IN RECOGNITION OF OFFICER ANGLE'S PERFORMANCE IN THE FACE OF GREAT PERSONAL DANGER DURING A CONFRONTATION
WITH AN ARMED BURGLARY SUSPECT ON APRIL 14, 2022.

May 10, 2022

Date



A handwritten signature in black ink, appearing to read "J. [unclear]".

Chief of Police

Proclamation

***WHEREAS**, Congress and the President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and*

***WHEREAS**, members of the Faribault Police Department play an essential role in safeguarding the rights and freedoms of Faribault; and*

***WHEREAS**, it is important that all citizens understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder; and*

***WHEREAS**, the men and women of the Faribault Police Department have served the community with integrity and pride since 1872; and*

***WHEREAS**, the City remembers and honors Henry Kaepernick, David Shipley, and Louis Joachim, Faribault officers who have fallen in the line of duty;*

***NOW, THEREFORE**, I, Kevin F. Voracek, Mayor for the City of Faribault, call upon all citizens of Faribault to observe the week of **May 15-21, 2022** as*

“Police Week”

*in the City of Faribault, and I urge all citizens to observe **May 15, 2022** as*

“Peace Officers’ Memorial Day”

in honor of law enforcement officers who have made the ultimate sacrifice in service, and let us pay respect to the survivors of our fallen heroes.

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

Mayor

Date

May 10, 2022



CITY COUNCIL MINUTES - DRAFT

COUNCIL CHAMBERS TUESDAY, APRIL 26, 2022
or immediately following the Special City Council Work Session

6:15 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 6:40 pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also in attendance were City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Community and Economic Development Director Deanna Kuennen, Police John Sherwin, City Engineer Mark DuChene, Human Resource Manager Kevin Bushard, and Parks and Recreation Director Paul Peanasky.

Presentations/Introductions

Mayor Voracek presented Parks and Recreation Director Paul Peanasky with the Arbor Day Proclamation and Pollinator Month Proclamation. Members of the Tree Board and G.R.O.W.S organization were also in attendance. A tree planting ceremony will be held on Saturday at 9:30 at Meadows Park, 2505 14th Street NE.

Approve minutes of April 12, 2022 City Council Meeting

Motion by Caron, seconded by van Sluis to approve the minutes of the April 12, 2022 City Council Meeting and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2022-087 Appoint Election Judges for the Special Primary Election
- C. Resolution 2022-084 Approve Memorial Day Parade Street Closures and Use of Central Park
- D. Resolution 2022-085 Approve Street Closures for Downtown Car Cruise Nights
- E. Approve Fireworks Application for Heritage Day's Celebration
- F. Resolution 2022-037 Finding Parcels Occupied by Structurally Substandard Buildings - North Block Development Study / Rice County Law Enforcement Center Block
- G. Approve 1-4 Day Liquor License and Indemnification Agreement with the Faribault Area Chamber of Commerce for Blue Collar BBQ Festival
- H. Approve 1-4 Day Liquor License and Indemnification Agreement with the Faribault Area Chamber of Commerce for Winterfest
- I. Approve 1-4 Day Liquor License for the Faribault Area Chamber of Commerce - Car Cruise
- J. Approve 1-4 Day Liquor License for the Faribault Area Chamber of Commerce - Taste of Faribault
- K. Approve 1-4 Day Liquor License and Indemnification for Heritage Days
- L. Approve Use of Heritage Park for Straight River Art Festival
- M. Approve Change Order #1 for Community Center and Library Roof Project
- N. Resolution 2022-074 Approve Appointments of Committee, Board, and Commission Members
- O. Resolution 2022-088 Authorize a Budget Adjustment for the Purchase of a Lucas Device
- P. Resolution 2022-089 Approving Minnesota Department of Employment and Economic Development Contamination Clean Up Grant and Authorizing Submittal of Grant Application for the Former Farmer Seed Building Located at 818 4th Street NW, Faribault, MN
- Q. Approve Petition and Waiver Agreement for the Special Assessment of Costs for Curb Stop Repairs at 1325 George L Street
- R. Approve New Policy 220 - Officer Wellness
- S. Resolution 2022-095 Authorize a Budget Adjustment for the Purchase of a Battery-Operated

Extrication Tool

- T. Authorize Submittal of Letter in Opposition to Planned Unit Development (PUD) Provisions in SF4019
- U. Resolution 2022-098 Adopting Position Calling for Local Government Aid (LGA) Formula Update and \$90M Appropriation Increase

Motion by van Sluis, seconded by Wood to approve Consent Agenda items 4A-AU, Councilor Spooner was in support of all items, however, abstained from voting for Item 4B. Resolution 2022-087 Appoint Election Judges for the Special Primary Election due to a conflict of interest and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Ordinance 2022-5 Amend Sections 28-26 & 28-156 of the City Code of Ordinances regarding Restricting Utility Service Outside City Limits - Second Reading and Approve Summary Publication of Ordinance 2022-5

City Administrator Tim Murray stated that the Council discussed proposed revisions to Chapter 28 to restrict services outside City limits at the March 1, 2022 Work Session. As a result of the discussion, Council directed staff to revise the code to align with the Council's position to restrict services to properties outside of City limits, with the exception of sanitary sewer districts comprised of developed lakeshore property.

The first reading of the ordinance was approved on April 12, 2022, and there have been no comments received or revisions made.

Motion by Ross, seconded by Spooner to approve Ordinance 2022-5 Amend Sections 28-26 & 28-156 of the City Code of Ordinances regarding Restricting Utility Service Outside City Limits - Second Reading.

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek

Nay:

Motion carried 7:0

Motion by Spooner, seconded by van Sluis to approve Summary Publication of Ordinance 2022-5 and carried unanimously.

Ordinance 2022-6 Amend Chapter 9, Sec. 9-3, (a) of the City Code of Ordinances regarding the Residency Requirements for Environmental Commission Members - Second Reading and Approve Summary Publication of Ordinance 2022-6

Community and Economic Development Coordinator Deanna Kuennen stated that on April 12, 2022, the City Council approved the first reading of Ordinance 2022-6, which would amend the residency requirements outlined in Chapter 9 of the City Code of Ordinances to allow up to three (3) members from adjacent townships to serve on the City's seven (7) member Environmental Commission. No changes have been made to the ordinance since its first reading.

Motion by Spooner, seconded by Ross to approve Ordinance 2022-6 Amend Chapter 9, Sec. 9-3, (a) of the City Code of Ordinances regarding the Residency Requirements for Environmental Commission Members - Second Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek

Nay:

Motion carried 7:0

Motion by van Sluis, seconded by Caron to approve Summary Publication of Ordinance 2022-6 and carried unanimously.

Ordinance 2022-11 Annexing Certain Lands from Cannon City Township and Zoning Such Lands in the I-1, Light Industrial District - First Reading

Community and Economic Development Director Deanna Kuennen explained that the owners of the Borchert Motors property at 18295 Faribault Boulevard in Cannon City Township submitted a petition to annex their property into the City of Faribault. Rice County's proposal to develop a Public Safety Center on the former Faribault Food's spray fields in Faribault served as the impetus for the owner's annexation petition. The proposed development of the Public Safety Center and related CANNON RIVER VIEW plat would extend City roads, sewer, and water to the area, which could serve the Borchert Motors property, but only if the property is within the city limits.

The City properly noticed the annexation petition in accordance with Minnesota Statutes, the subject property meets the standards to allow the City Council to annex the subject property to the City by ordinance. The ordinance requires the City to make a cash reimbursement to Cannon City Township with respect to the property taxes. Section III of the ordinance requires the City to pay Cannon City Township the sum of \$160.71 in 2023 and the sum of \$160.71 in 2024. The total of said two-year reimbursement amount equates to 250-percent of the taxes payable to Cannon City Township on the subject property during 2022.

The property will be included in the CANNON RIVER VIEW plat. The Development Agreement associated with the plat will include provisions related to the connection of the subject to municipal utilities and similar annexation-related issues.

Motion by van Sluis, seconded by Wood to approve Ordinance 2022-11 Annexing Certain Lands from Cannon City Township and Zoning Such Lands in the I-1, Light Industrial District - First Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek

Nay:

Motion carried 7:0

Ordinance 2022-8 Approve Zoning Provisions for the Wild and Scenic River Overlay District - First Reading

Community and Economic Development Director Deanna Kuennen explained that in 1980, the State of Minnesota designated the Cannon River from the northern boundary of Faribault to the Mississippi River for inclusion in the Minnesota Wild and Scenic Rivers Program. At that time, the program did not include the Cannon River within the city limits, so there was no need for the City to adopt a Wild and Scenic River Overlay ordinance. However, in 1990, the City annexed the area commonly known as the former Faribault Foods spray fields, which includes a segment of the Cannon River within the Wild and Scenic Rivers Program.

Rice County currently owns the former Faribault Foods spray fields, a portion of which is now in the wild and scenic river area in Faribault. However, per an understanding with the City, the County will subdivide the land and transfer some of the land to the City. The County and City intend to maintain most of the land as open space. Still, the County plans to use some land for stormwater management and a solar array that would serve the proposed adjacent Rice County Public Safety Center. However, the City cannot process Rice County's proposed subdivision and other development requests in the Wild and Scenic River Overlay District without the City first adopting the required wild and scenic river zoning provisions.

Over the past several months, the City Planner worked closely with Minnesota Department of Natural Resources staff to prepare Ordinance 2022-8: Approve Zoning Provisions for the Wild and Scenic River Overlay District. The proposed ordinance is consistent with Minnesota Rules, Chapter 6105, related to the Wild and Scenic Rivers Program. After the City Council adopts the proposed ordinance and the newspaper publishes a summary of the ordinance, the Commissioner of the Minnesota Department of Natural Resources will certify the ordinance. Department of Natural Resources staff have already

notified the City that it will certify Ordinance 2022-8 after the Council approves the ordinance.

Motion by Ross, seconded by Wood to approve Ordinance 2022-8 Approve Zoning Provisions for the Wild and Scenic River Overlay District - First Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek

Nay:

Motion carried 7:0

Overview of Requests related to the Proposed Rice County Public Safety Center

Community and Economic Development Director Deanna Kuennen explained that Rice County acquired the former Faribault Foods spray fields east of State Highway 3 and 30th Street NW with the intention of developing a new Rice County Public Safety Center.

Kuennen explained that the City's Journey to 2040 Comprehensive Plan guides property east of State Highway 3 and 30th Street NW for commercial/residential mixed-use and park, recreation, and open space. Given the proposal for the new Rice County Public Safety Center and the CANNON RIVER VIEW plat, Rice County requested a comprehensive plan amendment to guide the property as follows:

Proposed Lot 1, Block 1:	Institutional
Proposed Lot 1, Block 2:	Commercial/Industrial Mixed-Use
Proposed Lot 1, Block 3:	Commercial/Industrial Mixed-Use
Proposed Lot 1, Block 4:	Commercial/Industrial Mixed-Use (this area will also be addressed through the annexation process)
Proposed Lot 2, Block 4:	Commercial/Industrial Mixed-Use
Proposed Outlot A:	Other Park, Recreation, or Open Space
Proposed Outlot B:	Planned Residential Neighborhood
Proposed Outlot C:	Other Park, Recreation, or Open Space

Before Rice County acquired the subject property, Faribault Foods actively marketed the property for industrial use but received little interest. City Staff felt that the site is suitable for the proposed Rice County Public Safety Center. However, the County does not need the entire property for the public safety center. Therefore, in consultation with the City of Faribault, the County is requesting to guide the north part of the site for a planned residential neighborhood that will help meet the County's housing goals. The south and west parts of the site will be guided for commercial/industrial mixed-use, and the east part of the site will be guided for open space. The majority of the east part of the area, guided for institutional use, will be open space.

The Planning Commission held a public hearing on April 18, 2022 to consider the Comprehensive Plan amendment request. Some members of the public expressed concern about the impact of the proposed development on the existing adjacent uses, but there appeared to be an understanding that some of the expressed concerns could be addressed in the design development and construction phases of the proposed development. The Planning Commission closed the public hearing and recommended that the City Council approve the Comprehensive Plan amendment request.

Kuennen requested that the City Council also rezone the property as follows:

Proposed Lot 1, Block 1:	P/I, Public/Institutional
Proposed Lot 1, Block 2:	I-1, Light Industrial
Proposed Lot 1, Block 3:	I-1, Light Industrial
Proposed Lot 1, Block 4:	I-1, Light Industrial (this area will also be addressed through the annexation process)
Proposed Lot 2, Block 4:	I-1, Light Industrial
Proposed Outlot A:	O, Agriculture/Open Space
Proposed Outlot B:	R-3, Medium-Density Residential
Proposed Outlot C:	O, Agriculture/Open Space

At this point, the County does not have specific plans for the proposed R-3, Medium-Density Residential

property. However, the County envisions single-family detached or single-family attached housing, which would be consistent with the proposed R-3 zoning.

The Planning Commission also held a public hearing on April 18, 2022, to consider the rezoning request. The Planning Commission closed the public hearing and recommended that the City Council approve the rezoning request.

The final item for discussion was Ordinance 2022-10 Approve the vacation of the Former Highway 218 East of State Highway 3 and 30th Street NW. Rice County is the fee owner of certain land parcels east of State Highway 3 and 30th Street NW. Rice County proposed to plat this area as CANNON RIVER VIEW. As part of the platting process, they requested approval to vacate the former Highway 218 easement in this area. The CANNON RIVER VIEW plat would provide dedicated public right-of-way and drainage and utility easements to serve the proposed uses in the plat. Therefore, the City has no need for the former Highway 218 easement in this area. The ordinance vacating the easement is tied to the approval and recording of the CANNON RIVER VIEW plat, which the Council will review and act on in May.

Again, the Planning Commission held a public hearing on April 18, 2022, to consider the vacation request. Some members of the public expressed concerns about future traffic in the area, but there appeared to be an understanding that the traffic issues will be adequately addressed in upcoming development phases. The Planning Commission closed the public hearing and recommended that the City Council approve the vacation request.

Motion by Ross, seconded by van Sluis to approve Resolution 2022-086 Approve a Comprehensive Plan Amendment related to Future Land Use East of State Highway 3 and 30th Street NW and carried unanimously.

Motion by van Sluis, seconded by Ross to approve Ordinance 2022-9 Rezone Property East of State Highway 3 and 30th Street NW - First Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood and Mayor Voracek

Nay:

Motion carried 7:0

Motion by Spooner, seconded by van Sluis to approve Ordinance 2022-10 Approve the Vacation of the Former Highway 218 Easement East of State Highway 3 and 30th Street NW - First Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood and Mayor Voracek

Nay:

Motion carried 7:0

Resolution 2022-090 Approve Plans and Specifications and Establish Bid Date for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03

City Engineer Mark DuChene explained that Resolution 2022-090 approves the construction plans and specifications for the proposed 2022 Faribault Road and Lyndale Avenue Trail Improvements - Contract 2022-03 project, including pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements.

The streets proposed to be included in this project are Faribault Road (Town Square Lane to Jensen Drive) and Lyndale Avenue Trail (Town Square Lane to Highland Place).

The improvements were formally ordered by the City Council on March 22, 2022 upon the passage of Resolution 2022-065, following the Public Hearing. After the improvements were ordered, the Engineering Department finalized the plans and specifications in preparation for bidding for the improvements.

The preliminary total estimated cost of the improvements, including 5% contingency and 15% engineering, is \$1,217,600.00. Proposed funding for the project is as follows:

Street Improvement Fund	\$ 641,600.00	52.7%
Municipal State Aid Funds (MSAS)	\$ 185,500.00	15.2%
DNR Trails Grant	\$ 100,000.00	8.2%
Storm Water Utility Fund	\$ 290,500.00	23.9%
Total	\$ 1,217,600.00	100.0%

The resolution also established a bid date of May 18, 2022 for the project. Construction is scheduled to begin in June/July, with substantial completion by the end of October 2022.

Motion by Ross, seconded by Caron to approve Resolution 2022-090 Approve Plans and Specifications and Establish Bid Date for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03 and carried unanimously.

Resolution 2022-091 Approve Variances for a Front Yard Trash Enclosure and Side Setback Requirements for Parking and Driveway Pavement at 933 Hulett Avenue

Community and Economic Development Director Deanna Kuennen explained that Bruce Bauer on behalf of Miller Bauer Properties LLC was seeking variances from setback requirements for parking area / driveway pavement and for the trash enclosure screening in front of the building at 933 Hulett Ave. The site is located in the Shoreland Protection District and I-2 Heavy Industrial zoning district. In 2015, the City approved a conditional use permit for development of the site within the Shoreland Overlay District. Since then, additional pavement has been installed for parking and driveway areas, and while the original site plan included a front yard trash enclosure, the enclosure has been moved because the original/approved location proved not to work as it interfered with access to the rear of the building. The property owners were seeking a variance to allow the parking lot and driveway areas to be less than the required 5-feet from the property line per ordinance, and to reduce screening around the trash enclosure.

On April 18, 2022, the Planning Commission held a public hearing regarding the variance application for this site. No one from the public was in attendance regarding this matter and no calls or public comments related to this application were received. The Planning Commission considered the application and requested that the applicant install a gate at the front of the trash enclosure to better screen the dumpster from view of the street. The applicant agreed with this request. By 6-0 vote, the Planning Commission recommended approval of the variance application for driveway and parking area setbacks and the trash enclosure screening with the addition of a front gate on the trash enclosure.

Councilor Spooner stated that he was first skeptical of this project in 2015 when he was on the Planning Commission, however, this has turned out great.

Motion by Spooner, seconded by Ross to approve Resolution 2022-091 Approve Variances for a Front Yard Trash Enclosure and Side Setback Requirements for Parking and Driveway Pavement at 933 Hulett Avenue and carried unanimously.

Applications Related to Development of a New Convenience Store at 1955 2nd Avenue NW for Kwik Trip Stores

Community and Economic Development Director Deanna Kuennen explained that Kwik Trip Inc. is proposing to construct a new convenience store / fuel station with a car wash at 1955 2nd Avenue NW. The property is currently owned by Malecha Properties LLC. Ownership will transfer to Kwik Trip after City approval of development plans. The vacant site is comprised of two lots that are to be combined. The property has unused highway easements that were created by MnDOT for Hwy 218 through this area. Later, these easements were transferred to the City or released by MnDOT. The property is zoned C-2 Highway Commercial District and the south portion is within the Shoreland Overlay District.

The development plan provides for construction of a 9,000 SF convenience store with one car wash bay, and two canopy covered pump island areas (on the north and south sides of the building). Parking will include space for 44 vehicles, including two handicapped spaces. There are 10 fuel pumps on the north side of the building that will serve 20 fueling spaces and 2 diesel fuel spaces on the south side of the

building. Access is planned from 20th Street NW and from 2nd Avenue NW. No structures are proposed within the Shoreland District area. Stormwater detention serving this site will be constructed by Kwik Trip on adjoining City property to the east that can be designed to serve the surrounding properties and will be subject to agreements with the City.

On March 7, 2022, the Planning Commission held a combined public hearing on all of the related development applications for this project. There were several members of the public present for the public hearing. The Developer, City Staff and Planning Commission members answered all the questions and no objections were received regarding the planning and zoning applications for this project. The Commission members discussed the details of the development and had several questions regarding traffic at the intersection adjoining this site. The Planning Commission, by a vote of 5-1, passed a motion to recommend that City Council approve the applications subject to the recommendations of the Development Review Committee (DRC).

Kuennen explained that the application to vacate unused public right of way easements (related to the former Highway 218 alignment) was the first of four planning and zoning applications necessary for development of the proposed new convenience store at the site. On April 12, 2022, the City Council approved the first reading of this ordinance as presented. The City has not received any public comments on this matter and no substantive changes have been made to the ordinance for the second reading.

The application for Preliminary and Final Plat Approval of Kwik Trip 793, was the second of four requests related to the development of the new Kwik Trip convenience store and car wash at 1955 2nd Avenue NW. The subdivision application in this case re-plats lots 2 and 3 of FWF Addition to create one commercial lot. The subdivision will dedicate an additional 7 feet of right of way along the west property line that is currently platted as a public right of way and utility easement. This change will not affect setbacks as they are measured from the easement boundary. Parkland Dedication was satisfied for this site with the FWF Addition plat approval. A City utility easement will remain in place crossing the site to accommodate an existing sanitary sewer line extending from the east to 2nd Avenue, serving properties to the west.

The City Subdivision Regulations require developers to enter into a Development Agreement with the City to address and articulate responsibilities for requirements specified in City Codes and State Statutes—this is the third of the four approvals that are related to this development. The Development Agreement addresses requirements for stormwater management, escrow requirements, platting requirements, title insurance, reimbursement of City costs associated with the subdivision application, and indemnification. Associated agreements for this project will include the Stormwater Maintenance agreement and an Easement Agreement for construction of the stormwater system for this development on adjoining City property, to serve the site and the surrounding properties as needed.

The final action item related to Kwik Trip 793 was a Conditional Use Permit (CUP) application. A CUP is required for any development within the Shoreland Overlay District area. At this site, the district only covers 38,762 SF (29%) of the 131,163 SF site. In its review of the CUP application, the State DNR is recommending the use of native plants to increase filtration of run off. The application meets all ordinance development standards for the Shoreland Overlay District. At its meeting March 7, 2022, the Planning Commission held a public hearing and received public comments on this matter. By a vote of 5-1, the Planning Commission approved findings in support of the application and they recommended that the City Council approve the proposed Conditional Use Permit.

Motion by Ross, seconded by van Sluis to approve Ordinance 2022-7 Vacate Certain Unused Public Right of Way Easements and Access Restrictions on Lots 2 and 3 of FWF Addition - Second Reading.

Roll Call Vote:

Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood, and Mayor Voracek

Nay:

Motion carried 7:0

Motion by van Sluis, seconded by Ross to Approve Summary Publication of Ordinance 2022-7 and

carried unanimously.

Motion by Ross, seconded by Wood to approve Resolution 2022-092 Approve the Preliminary and Final Plats of Kwik Trip 793 and carried unanimously.

Motion by van Sluis, seconded by Viscomi to approve Resolution 2022-093 Approve Agreements Associated with Kwik Trip 793 and carried unanimously.

Motion by Viscomi, seconded by Caron to approve Resolution 2022-094 Approve Conditional Use Permit for Development within the Shoreland Overlay District for Kwik Trip Inc. at 1955 2nd Avenue NW and carried unanimously.

Bids – None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided as part of the meeting packet materials.

Councilor Spooner stated that Breanna Wheeler has resigned from her position at River Bend Nature Center—her last day will be in July.

Mayor Voracek informed the Council that the City won Municipality of the Year from the Minnesota Real Estate Journal, there were three other cities nominated for this award, including Brooklyn Park, Lakeville and Maple Grove. This is the second time the City has won (first was in 2019). The Rice County Veterans Memorial dedication will be on May 7th at 1:00 p.m.

Adjournment

Motion by Spooner, seconded by Ross to adjourn the City Council Meeting and carried unanimously.

Meeting adjourned at 7:26pm

Respectfully Submitted,

Heather Slechta
Assistant to the City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, MAY 3, 2022

The Special Meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm.

Councilmembers Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also in attendance were City Administrator Tim Murray, Attorney Paul Reuvers, City Attorney Scott Riggs, Police Chief John Sherwin, and Community and Economic Development Director Deanna Kuennen.

Motion by Councilmember Ross, seconded by Councilmember van Sluis, to close the Special City Council meeting and carried unanimously. The meeting was closed at 6:01 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b), to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy related to a pending litigation matter: Thelma Jones, Priyia Lacey, Faiza Abdi, Ali Ali, Rukiya Hussein, Lucia Porras, David Trotter-Ford, and Somali Community Resettlement Services, Inc. vs. City of Faribault.

Motion Councilmember van Sluis, seconded by Councilmember Spooner to open the Special City Council and carried unanimously. The meeting was opened at 6:21 pm.

Adjournment

Motion by Councilmember van Sluis, seconded by Councilmember Viscomi to adjourn the meeting and carried unanimously.

Meeting Adjourned at 6:21 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: May 10, 2022
SUBJECT: 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 \$1,254,932.02, which includes check numbers 174614 to 174713 and automatic clearing house payments.

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:

Approve the attached List of Claims for Release.

Attachments:

1. 05-10-2022 Council AP List

AP
AP Council Approval 05-10-2022



User: astadler
Printed: 5/6/2022 9:39:30 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	4,548.00	Electrical Inspections
	5 Star Inspections Inc		4,548.00	
174619	██████████	241-46330-461-44375	246.00	Utility Reimbursement May 2022 621 Hulet Avenue
	██████████		246.00	
174620	Adventure Specialties LLC	101-42220-420-42410	327.50	Victim Harness / Standard Triple D Lock / Caribiners
	Adventure Specialties LLC		327.50	
0	Ag Partners Coop	101-42210-420-42230	128.00	Lawn Fertilizer
0	Ag Partners Coop	101-45200-450-42160	154.50	Pre-Emergent Pesticide
	Ag Partners Coop		282.50	
174621	Airgas USA LLC	101-43126-430-44160	69.14	Tank Rental PW Shop
	Airgas USA LLC		69.14	
174622	Albrecht Victor	101-45130-450-43131	273.00	Dance Lessons Instruction
	Albrecht Victor		273.00	
0	All Pro Cleaners LLC	898-46310-000-44010	1,128.73	37.75 Hours Janitorial Service April
0	All Pro Cleaners LLC	898-46310-000-44010	104.65	#202 3.5 Hours Cleaning
0	All Pro Cleaners LLC	241-46330-461-44010	171.93	49 Units Trash Clean Up 5.75 Hours
	All Pro Cleaners LLC		1,405.31	
174623	Amazon Capital Services	101-42110-420-42230	20.96	Cartridge Filter for ShopVac
174623	Amazon Capital Services	101-42210-420-42230	95.68	Brake Winch

Check Numb	Last Name	Acct 1	Amount	Description
174623	Amazon Capital Services	101-45500-450-43131	8.99	Wrist Straps for Virtual Reality Adventure Kit
174623	Amazon Capital Services	101-41580-410-42110	-44.99	Credit for Returned Headset
174623	Amazon Capital Services	101-45500-450-42410	97.99	Chain Lock for Bikemobile
174623	Amazon Capital Services	101-45110-450-42020	29.98	Wireless Remote Pointer
174623	Amazon Capital Services	101-45500-450-43130	31.39	Silhouette Cutting Mats/Silhouette Blades
174623	Amazon Capital Services	101-45500-450-42010	16.14	Kleenex Tissues
174623	Amazon Capital Services	101-45500-450-43131	45.98	Plastic Cases-Adventure Kits/Cricut Replacement Blade
174623	Amazon Capital Services	101-42110-420-42110	33.25	Small Paper Plates - Napkins
174623	Amazon Capital Services	101-45500-450-42190	26.99	Books
174623	Amazon Capital Services	101-42110-420-42110	70.67	Color Printer Ribbon & Blank ID Cards
174623	Amazon Capital Services	101-45500-450-43130	12.99	Cardstock
174623	Amazon Capital Services	101-43121-430-42110	48.98	Belts for Gate Opener PWP
174623	Amazon Capital Services	602-49450-000-42110	5.10	Belts for Gate Opener PWP
174623	Amazon Capital Services	601-49430-000-42110	5.10	Belts for Gate Opener PWP
174623	Amazon Capital Services	603-49500-000-42110	0.72	Belts for Gate Opener PWP
174623	Amazon Capital Services	101-45500-450-42190	108.93	Books
174623	Amazon Capital Services	101-41580-410-42020	14.59	Hard Drive Cable
174623	Amazon Capital Services	101-45122-450-42230	19.94	Sauna HVAC Vent Cover
174623	Amazon Capital Services	101-45140-450-42110	458.82	Fun Center & Washington Camp Supplies
174623	Amazon Capital Services	101-42220-420-42110	295.90	Motorola Batteries
	Amazon Capital Services		1,404.10	
174624	Ancom Technical Center	101-42220-420-42410	152.50	Minitor V Belt Clips for Pagers
	Ancom Technical Center		152.50	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	1,093.50	City Council Notices
0	APG Media of Southern Minnesota LLC	101-41800-410-43410	266.00	Seasonal Employment Ad
	APG Media of Southern Minnesota LLC		1,359.50	
174625	Baker & Taylor Entertainment	101-45500-450-42190	1,961.00	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	38.73	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	126.82	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	79.98	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	421.79	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	443.63	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	170.66	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	194.61	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	461.20	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	115.14	Books
174625	Baker & Taylor Entertainment	101-45500-450-42190	112.53	Books

Check Numb	Last Name	Acct 1	Amount	Description
174625	Baker & Taylor Entertainment	101-45500-450-42190	19.16	Books
	Baker & Taylor Entertainment		4,145.25	
174626	Barta Machine LLC	101-45200-450-42210	175.00	Snow Plow Pins
	Barta Machine LLC		175.00	
0	BGMN Inc	602-49450-000-42130	43.02	Diesel Additive for Stock
0	BGMN Inc	101-43121-430-42130	114.71	Diesel Additive for Stock
0	BGMN Inc	101-42123-420-42130	28.68	Diesel Additive for Stock
0	BGMN Inc	601-49430-000-42130	43.02	Diesel Additive for Stock
0	BGMN Inc	101-45200-450-42130	57.34	Diesel Additive for Stock
0	BGMN Inc	101-45200-450-42130	88.46	Diesel Fuel Additive for Stock
0	BGMN Inc	601-49430-000-42130	66.34	Diesel Fuel Additive for Stock
0	BGMN Inc	602-49450-000-42130	66.34	Diesel Fuel Additive for Stock
0	BGMN Inc	101-42123-420-42130	44.23	Diesel Fuel Additive for Stock
0	BGMN Inc	101-43121-430-42130	176.91	Diesel Fuel Additive for Stock
	BGMN Inc		729.05	
0	BHE Renewables	602-49480-000-43810	8,978.05	Solar Energy March
	BHE Renewables		8,978.05	
0	Bolton & Menk Inc	401-43121-430-45300	4,633.00	2023-x Northern Link Trail-Project 0M1.125143
	Bolton & Menk Inc		4,633.00	
174627	Bonkaski Delona	601-00000-000-20200	34.39	Refund Check 009843-000, 1412 Fairway Dr
	Bonkaski Delona		34.39	
174628	Braden Jonathan & Mary	401-43121-430-45300	1,200.00	2019-03 Easements-PID#18.31.1.26.026 - Reissue Ck #162668
	Braden Jonathan & Mary		1,200.00	
174629	Braun Intertec Corporation	601-49430-000-45300	3,110.00	(2019-12A) NW Water Tower Materials Testing
	Braun Intertec Corporation		3,110.00	
174630	Bussert Karen M	101-42110-420-42010	87.80	Signature Stamps

Check Numb	Last Name	Acct 1	Amount	Description
	Bussert Karen M		87.80	
0	Canadian Pacific Railway Company	101-45200-450-44160	100.00	Property Rental
	Canadian Pacific Railway Company		100.00	
174631	Canon Financial Services Inc	101-42124-420-44160	201.90	Rental of Copiers
	Canon Financial Services Inc		201.90	
174632	Cengage Learning Inc	101-45500-450-42190	38.00	Books
	Cengage Learning Inc		38.00	
174633	CenturyLink	602-49450-000-43210	50.02	Liftstation Phone Service
	CenturyLink		50.02	
174634	Chadderdon Lumber	101-43121-430-42110	27.78	Lath For Marking Shop Property Stakes
174634	Chadderdon Lumber	101-43121-430-42110	18.50	Side Board For #107
	Chadderdon Lumber		46.28	
174635	Chavis William	101-42210-420-44045	144.93	Vacuum Tune Up
	Chavis William		144.93	
174636	Chicago Distribution Center	101-45500-450-42010	27.00	Book Award Gold Stickers
	Chicago Distribution Center		27.00	
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	12.71	Lab Towels Floor Mats
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	18.61	Lab Towels Floor Mats
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry-Shop Towels
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	898-46310-000-44060	14.04	Mat Cleaning
0	Cintas Corporation	101-41940-410-44060	13.38	Dust Mop Service
0	Cintas Corporation	898-46310-000-42110	6.00	Hand Sanitizer & Stand
Cintas Corporation			364.87	
174637	City & Lakes Disposal	101-42700-420-43840	64.35	Extra Garbage Pickup / 22-0159
City & Lakes Disposal			64.35	
174638	City of Faribault	241-46330-461-43820	1.63	910 SW 1st St Final Water Thru 3/31/22
174638	City of Faribault	241-46330-461-43850	4.35	910 SW 1st St Final Sewer Thru 3/31/22
174638	City of Faribault	241-46330-461-44375	217.00	Utility Reimbursement 020841-000 904B Spring Road
174638	City of Faribault	241-46330-461-44375	1.00	Utility Reimbursement Acct 016055-000
174638	City of Faribault	241-46330-461-44375	242.00	Utility Reimbursement Acct 020404-000 830 SW 9th Ave
174638	City of Faribault	241-46330-461-44375	206.00	Utility Reimbursement 022629-001 523 Lincoln Ave
174638	City of Faribault	241-46330-461-44375	14.00	Utility Reimbursement Acct 024912-001 1812 Shumway
174638	City of Faribault	241-46330-461-44375	187.00	Utility Reimbursement Acct 022499-001 910 SW 1st St
City of Faribault			872.98	
174639	Clean Choice Energy	101-43160-430-43810	20.70	3041165101904 Grant St
174639	Clean Choice Energy	902-00000-000-23935	-12,641.94	Solar Bill - March
174639	Clean Choice Energy	602-49450-000-43810	23.06	3036919802219 Grant St NW Lift Station
174639	Clean Choice Energy	101-43160-430-43810	20.04	3041165121000 Lyndale Ave S
174639	Clean Choice Energy	601-49430-000-43810	165.70	3039299721904 Fairgrounds Dr Well
174639	Clean Choice Energy	101-45200-450-43810	565.16	303239611330 9th Ave SW Sr High Tennis Cts
174639	Clean Choice Energy	101-45200-450-43810	349.39	3025764661815 Alexander Dr
174639	Clean Choice Energy	101-45200-450-43810	1,593.20	3023211021000 7th Ave SW
174639	Clean Choice Energy	101-42210-420-43810	576.30	302527702122 2nd St NW (Fire Hall)
174639	Clean Choice Energy	101-43170-430-43810	145.82	3041315032200 30 St NW Signal Lights
174639	Clean Choice Energy	101-45200-450-43810	23.69	3043066891800 Alexander Dr Concession Stand
174639	Clean Choice Energy	101-45126-450-43810	169.49	303373970117 Shumway Ave
174639	Clean Choice Energy	603-49500-000-43810	1,657.04	3040518161200 Belview Tr
174639	Clean Choice Energy	602-49450-000-43810	51.30	3040518161200 Belview Tr
174639	Clean Choice Energy	101-45200-450-43810	15.40	302261595920 9th Ave SW

Check Numb	Last Name	Acct 1	Amount	Description
174639	Clean Choice Energy	902-00000-000-23935	12,641.94	Solar Bill - March
174639	Clean Choice Energy	101-43160-430-43810	107.78	3041576453305 Highway 60
174639	Clean Choice Energy	101-43160-430-43810	17.88	304116511800 Lyndale Ave SW
174639	Clean Choice Energy	101-43121-430-43810	360.80	3040518161200 Belview Tr
174639	Clean Choice Energy	101-43160-430-43810	16.19	302767481210 3 St NE St Light
174639	Clean Choice Energy	101-45200-450-43810	184.98	303510224520 3rd St NW (Central Pk Bandstand)
174639	Clean Choice Energy	101-43170-430-43810	145.01	3042653021990A Lyndale Ave N Signal
174639	Clean Choice Energy	101-43170-430-43810	1,247.53	302954624400 4 St NW Signal Lights
174639	Clean Choice Energy	101-43170-430-43810	33.21	303507016415 8th Ave NW Signal Lights
174639	Clean Choice Energy	101-43170-430-43810	13.97	303021725126 4 St NW Signal Lights
174639	Clean Choice Energy	602-49450-000-43810	15.99	303203605319 Lind St Lift Station
174639	Clean Choice Energy	602-49480-000-43810	79.75	304239286214 14 St NE
174639	Clean Choice Energy	101-43160-430-43810	238.74	3041576321602 2nd Ave NW
174639	Clean Choice Energy	101-45200-450-43810	161.90	302458578828 8th Ave NW (Park Shop)
174639	Clean Choice Energy	101-43160-430-43810	133.41	303661815495 Heritage Place
174639	Clean Choice Energy	101-45200-450-43810	3,466.79	304017445900 Lyndale Ave N
174639	Clean Choice Energy	101-43170-430-43810	47.41	3021541976 1/2 4 St NW Signal Liights
174639	Clean Choice Energy	101-43170-430-43810	633.51	3025252474050 Highway 60W Signal Lights
174639	Clean Choice Energy	601-49430-000-43810	360.80	3040518161200 Belview Tr
	Clean Choice Energy		12,641.94	
174640	Clean River Partners	603-49500-000-43090	2,528.10	Stormwater Education 1st Quarter
	Clean River Partners		2,528.10	
174641	Community Co-op Oil Assn	101-45200-450-42220	1,759.60	Mower Tires
174641	Community Co-op Oil Assn	101-00000-000-15520	19,100.34	Diesel Fuel
174641	Community Co-op Oil Assn	101-00000-000-15520	11,840.71	Unleaded Fuel
174641	Community Co-op Oil Assn	602-49480-000-42130	181.00	UV Oil
174641	Community Co-op Oil Assn	101-43121-430-44040	32.50	Tire Repair - Street #398
174641	Community Co-op Oil Assn	101-43121-430-44040	34.95	Tire Mount And Disposal - Street #306
174641	Community Co-op Oil Assn	602-49450-000-42220	1,277.96	Tires For Utilities Trailer
	Community Co-op Oil Assn		34,227.06	
174642	Consolidated Communications	601-49430-000-43250	72.65	Water Plant DSL w/ Static IP
174642	Consolidated Communications	101-41940-410-43250	223.60	City Hall Metro Line
174642	Consolidated Communications	101-42110-420-43210	570.54	Police Phone Services and Long Distance Fees
174642	Consolidated Communications	902-00000-000-23935	-880.21	Consolidated Communications
174642	Consolidated Communications	902-00000-000-23935	880.21	Monthly Subscription
174642	Consolidated Communications	101-41110-410-43250	13.42	Council Chambers TV Services

Check Numb	Last Name	Acct 1	Amount	Description
	Consolidated Communications		880.21	
174643	Core & Main LP	601-49430-000-42110	8,308.70	Meter Radios
174643	Core & Main LP	601-49430-000-42110	3,776.14	Iperl Water Meters
	Core & Main LP		12,084.84	
0	Culligan	101-42110-420-42230	164.85	Water
0	Culligan	101-45122-450-44160	37.10	Water Rental
0	Culligan	602-49480-000-44160	49.25	Softener Rental
0	Culligan	101-41940-410-44160	187.95	Drinking Water Equipment Rental
	Culligan		439.15	
174644	Daigle Law Group LLC	101-42121-420-43140	595.00	Internal Affairs Training
	Daigle Law Group LLC		595.00	
0	Dakota Supply Group	602-49450-000-42410	240.52	Descaler Tool
0	Dakota Supply Group	601-49430-000-42110	667.74	Hymax Couplers for Watermain Repairs
0	Dakota Supply Group	601-49430-000-42110	788.20	Watermain Coupler
0	Dakota Supply Group	601-49430-000-42110	1,511.24	Watermain Fittings
	Dakota Supply Group		3,207.70	
174645	Dalco	101-42110-420-42230	190.13	Rug
174645	Dalco	101-42110-420-42230	123.70	Vacuum Bags/Enmotion Towels /Air Freshener Dispenser & Cartridge
174645	Dalco	101-41940-410-42110	18.39	Vacuum Bags
	Dalco		332.22	
174646	Digi-Key Corporation	602-49480-000-42110	35.02	Electric Switch
	Digi-Key Corporation		35.02	
174647	DuChene Daniel & Kate	601-00000-000-20200	9.44	Refund 020959-000/1921 Prairie Ave-Reissue Ck #171425
	DuChene Daniel & Kate		9.44	
174648	E O Johnson Company Inc-Dallas	101-45500-450-44160	296.37	Copier IM C2500
174648	E O Johnson Company Inc-Dallas	101-45122-450-44160	246.47	Copier Rental

Check Numb	Last Name	Acct 1	Amount	Description
	E O Johnson Company Inc-Dallas		542.84	
174649	Earl F Andersen Inc	101-43170-430-42240	2,852.70	Sign Posts
	Earl F Andersen Inc		2,852.70	
0	Electric Pump Inc	602-49480-000-45300	9,319.00	HWY 60 Lift Station Dialer Upgrade
0	Electric Pump Inc	602-49480-000-45300	9,211.00	Glenview Liftstation Dialer Upgrade
0	Electric Pump Inc	602-49480-000-45300	9,211.00	Lind Liftstation Dialer Upgrade
0	Electric Pump Inc	602-49480-000-45300	9,211.00	Park Ave Lift Station Dialer Upgrade
0	Electric Pump Inc	602-49450-000-45300	9,211.00	Cannon River Lift Station Dialer
0	Electric Pump Inc	602-49450-000-45300	9,211.00	Willow Liftstation Dialer Upgrade
0	Electric Pump Inc	602-49450-000-45300	9,211.00	Met Con Liftstation Dialer Upgrade
0	Electric Pump Inc	602-49480-000-45300	5,352.00	Viaduct Lift Station Dialer Upgrade
0	Electric Pump Inc	602-49480-000-45300	5,352.00	Matteson Lift Station Dialer Upgrade
0	Electric Pump Inc	602-49450-000-45300	5,352.00	7th St NW Lift Station Dialer Upgrade
	Electric Pump Inc		80,641.00	
174650	Fareway Stores Inc #126	101-42123-420-42115	12.99	Treats for Drug Burns/Take It To The Box/Evidence
174650	Fareway Stores Inc #126	101-41800-410-44382	41.99	Retirement Cake - Anthony Kuchinka
174650	Fareway Stores Inc #126	101-41940-410-42115	40.62	Water and Coffee
174650	Fareway Stores Inc #126	101-41800-410-44382	4.29	Water for T Kuchinka Retirement Party
	Fareway Stores Inc #126		99.89	
174651	Faribault Ace Hardware	101-42110-420-44040	15.29	Air Diffuser Hose for ShopVac
174651	Faribault Ace Hardware	602-49450-000-42410	34.19	Manhole Pick
174651	Faribault Ace Hardware	101-43170-430-42110	44.55	Paint Supplies For Viaduct
174651	Faribault Ace Hardware	101-41940-410-42110	8.99	Coffee Filters
174651	Faribault Ace Hardware	101-45122-450-42230	49.49	Keyless Garage Entry
174651	Faribault Ace Hardware	101-45122-450-42110	34.17	Laundry Detergent
174651	Faribault Ace Hardware	602-49480-000-42110	11.31	Toilet Bowl Cleaner/Clorox Cleaner
174651	Faribault Ace Hardware	101-43170-430-42110	11.83	Fasteners For Signs
174651	Faribault Ace Hardware	101-45122-450-42110	40.96	Needle Inflators/Scraper/Gorilla Glue/Insect Killer
	Faribault Ace Hardware		250.78	
174652	Faribault Area Chamber of Commerce	101-41110-410-44384	7,978.86	Lodging Taxes-March
	Faribault Area Chamber of Commerce		7,978.86	

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	602-49450-000-42110	311.06	Plumbing Supplies
0	Faribault Fleet Supply Inc	101-43121-430-42110	29.99	Chainsaw Oil
0	Faribault Fleet Supply Inc	601-49430-000-44010	134.85	Fertilizer For The Waterplant Grounds
0	Faribault Fleet Supply Inc	602-49480-000-42170	99.99	Boots
0	Faribault Fleet Supply Inc	101-43121-430-42110	39.99	Grass Seed For Sod Damage Repair
0	Faribault Fleet Supply Inc	602-49480-000-42110	10.59	Pipe Coupling
0	Faribault Fleet Supply Inc	101-45200-450-42110	15.76	Mulch
0	Faribault Fleet Supply Inc	101-45127-450-42410	296.99	Electric Weed Trimmer (Soccer Complex)
0	Faribault Fleet Supply Inc	101-43126-430-42110	25.98	Propane Tank Refill
	Faribault Fleet Supply Inc		965.20	
174653	Faribault Interiors	898-46310-000-44050	2,822.00	#205 Carpet/Vinyl/Base Install
	Faribault Interiors		2,822.00	
174654	Faribault Post Office	101-45110-450-43220	2,139.31	Buckham Bulletin Postage
	Faribault Post Office		2,139.31	
0	Faribo Plumbing & Heating Inc	241-46330-461-44010	165.00	902 B Spring Road Lit Water Heater Pilot
	Faribo Plumbing & Heating Inc		165.00	
0	Fastenal Company	101-43121-430-42210	22.43	Nuts/Bolts for Stock
0	Fastenal Company	601-49430-000-42210	8.41	Nuts/Bolts for Stock
0	Fastenal Company	101-42123-420-42210	5.61	Nuts/Bolts for Stock
0	Fastenal Company	101-45200-450-42210	11.22	Nuts/Bolts for Stock
0	Fastenal Company	602-49450-000-42210	8.41	Nuts/Bolts for Stock
0	Fastenal Company	602 49480 000 42170	34.76	Rain Pants
	Fastenal Company		90.84	
174655	Ferguson Enterprises Inc. #1657	101-45200-450-42110	198.96	Lavatory Diaphragms
	Ferguson Enterprises Inc. #1657		198.96	
174656	Ferris Wayd J	101-45122-450-44010	326.34	Repair Tile in Locker Rooms
	Ferris Wayd J		326.34	
0	Fette Electronics Inc	601-49430-000-42210	6.99	Security Camera Parts And Repair
0	Fette Electronics Inc	601-49430-000-44040	110.00	Security Camera Parts And Repair

Check Numb	Last Name	Acct 1	Amount	Description
0	Fette Electronics Inc	101-45122-450-44010	1,729.00	Storage for Camera System
0	Fette Electronics Inc	101-45122-450-43095	264.00	Monitor Alarm System at Community Center
0	Fette Electronics Inc	101-42210-420-44010	240.00	Sprinkler System Monitoring 05/11/2022 to 05/10/2023
0	Fette Electronics Inc	101-45200-450-42110	100.00	Electronic Door Lock Parts
	Fette Electronics Inc		2,449.99	
0	Flom Disposal	241-46330-461-43840	21.16	1518 Western Trash Removal Thru 5/31/22
0	Flom Disposal	241-46330-461-43840	203.87	910 SW 1st Street Trash Disposal Thru 5/31/22
0	Flom Disposal	898-46310-000-43840	264.84	Trash Disposal Thru 5/31/22
	Flom Disposal		489.87	
174657	Foth & Van Dyke LLC	225-49810-430-45300	20,200.00	Airfield Lighting Improvements Through 03/31/2022
	Foth & Van Dyke LLC		20,200.00	
174658	Free Press The	101-45500-450-42191	401.88	Mankato Free Press Newspaper Subscription
	Free Press The		401.88	
174659	Fremarek, Inc.	101-43126-430-42110	980.00	Tar Degreaser
174659	Fremarek, Inc.	101-45200-450-42160	453.34	Weed Killer/Insect Repellent
174659	Fremarek, Inc.	602-49450-000-42160	1,702.50	Sanitary System Chemicals
	Fremarek, Inc.		3,135.84	
174660	G & H Management	601-00000-000-20200	14.54	Refund Check 024171-001, 1377 South Trail Dr - Irrig
	G & H Management		14.54	
174614	GIS Benefits	101-00000-000-21711	488.15	Voluntary Short Term Disability - May
174614	GIS Benefits	101-00000-000-11510	76.72	D Knutson Dental - May
174614	GIS Benefits	101-00000-000-21715	4,315.09	Dental Insurance Prepaid - May
174614	GIS Benefits	101-00000-000-21710	1,854.84	Voluntary Life Insurance - May
174614	GIS Benefits	101-00000-000-21716	-136.50	Voluntary Legal Credit - January
174614	GIS Benefits	101-00000-000-21707	-1,060.00	Teledoc Credit - January
174614	GIS Benefits	101-00000-000-11510	230.16	P Froman Dental March - May
174614	GIS Benefits	101-00000-000-21717	510.83	Vision Insurance Prepaid - May
174614	GIS Benefits	101-00000-000-21716	1,114.63	Accident/Critical Illness - May
	GIS Benefits		7,393.92	

Check Numb	Last Name	Acct 1	Amount	Description
174661	Glenn's Service LLC	101-42123-420-44040	204.95	Battery & Labor
174661	Glenn's Service LLC	101-42121-420-44040	25.00	Tire Repair / #19
	Glenn's Service LLC		229.95	
0	Godfather's Pizza	101-45500-450-43130	48.03	Pizza & Pages
	Godfather's Pizza		48.03	
0	Gopher State One Call	603-49500-000-43090	113.85	April Gopher State One Call Tickets
0	Gopher State One Call	602-49450-000-43090	113.85	April Gopher State One Call Tickets
0	Gopher State One Call	601-49430-000-43090	113.85	April Gopher State One Call Tickets
	Gopher State One Call		341.55	
174662	Grainger Inc	602-49480-000-42110	29.17	Hose Adapter
	Grainger Inc		29.17	
0	Greenhaven Publishing LLC	101-45500-450-42190	255.84	Books - Reissue Check #174049
	Greenhaven Publishing LLC		255.84	
174663	Gym Works Inc	101-45122-450-44045	3,346.00	Replace Belts and Boards on Treadmills
	Gym Works Inc		3,346.00	
174664	Hacker Ben	601-00000-000-20200	53.45	Refund Check 013477-047, 210 3 Ave NW
	Hacker Ben		53.45	
174665	Harlequin Sales Corp/Reader Service	101-45500-450-42190	31.80	Books
174665	Harlequin Sales Corp/Reader Service	101-45500-450-42190	22.96	Books
	Harlequin Sales Corp/Reader Service		54.76	
0	Harry Brown's LLC	101-42123-420-44040	202.00	Car Washes
	Harry Brown's LLC		202.00	
174666	Hart's Auto Supply	101-42123-420-42210	236.60	Front and Rear Pads / Stock

Check Numb	Last Name	Acct 1	Amount	Description
	Hart's Auto Supply		236.60	
0	Havelka Craig L	225-49810-430-44045	212.50	Airport Fire Extinguisher Maintenance
0	Havelka Craig L	101-45122-450-44045	139.50	Recharge Fire Extinguishers
0	Havelka Craig L	602-49450-000-44045	13.62	Fire Extinguisher Maintenance PWP
0	Havelka Craig L	603-49500-000-44045	1.93	Fire Extinguisher Maintenance PWP
0	Havelka Craig L	101-43121-430-44045	130.83	Fire Extinguisher Maintenance PWP
0	Havelka Craig L	601-49430-000-44045	13.62	Fire Extinguisher Maintenance PWP
0	Havelka Craig L	101-42110-420-44045	190.00	10lb Extinguisher Hydro (8)
0	Havelka Craig L	101-42220-420-44045	122.50	Fire Extinguisher Maintenance
	Havelka Craig L		824.50	
174667	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174667	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
174667	Hawkins Inc	101-45122-450-42160	496.40	Pool Chemicals
174667	Hawkins Inc	601-49430-000-42160	4,636.68	Ammonia And Sodium Silicate For Water Treatment
174667	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
174667	Hawkins Inc	602-49480-000-42160	7,544.93	Ferric Phos Removal
174667	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
174667	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174667	Hawkins Inc	601-49430-000-42160	4,309.80	Sodium Silicate For Water Treatment
174667	Hawkins Inc	602-49480-000-42160	7,554.38	Ferric Phos Removal
	Hawkins Inc		25,822.19	
174668	HD Supply Facilities Maintenance	898-46310-000-42110	137.41	Tub Spout Diverters/ Aerators/Cleaner Cloths
	HD Supply Facilities Maintenance		137.41	
174669	Hegdal Nicholas	601-00000-000-20200	168.75	Refund 018633-003/944 Willow St - Reissue Ck #172903
	Hegdal Nicholas		168.75	
174670	Heller Blair	601-00000-000-20200	20.47	Refund Check 023589-000, 1009 10 St SW
174670	Heller Blair	602-00000-000-20200	16.65	Refund Check 023589-000, 1009 10 St SW
	Heller Blair		37.12	
174671	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	217.50	Bus Token Sales - April

Check Numb	Last Name	Acct 1	Amount	Description
	Hiawathaland Transit/Three Rivers Community Action		217.50	
174672	Hillyard Hutchinson	101-45122-450-42110	2,025.68	Mops/Cleaners/Soap/Toilet Paper/Towels/Vacuum Bags
174672	Hillyard Hutchinson	101-45122-450-44045	257.01	Repaired Cleaning Companion Machine
174672	Hillyard Hutchinson	101-41940-410-42110	204.04	Wipes/Paper Towels/Toilet Tissue
174672	Hillyard Hutchinson	101-45122-450-42210	47.34	Floor Machine Lid Assembly
174672	Hillyard Hutchinson	101-45122-450-42110	183.14	Shower Cleaning Kits
174672	Hillyard Hutchinson	101-41940-410-42110	34.16	Trash Bags
174672	Hillyard Hutchinson	101-41940-410-42110	662.56	Custodial Supplies
	Hillyard Hutchinson		3,413.93	
0	Home Solutions Midwest Inc	241-46330-461-44010	168.75	830 SW 9th Ave Casement Window Repairs
	Home Solutions Midwest Inc		168.75	
174615	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00508.04.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
0	Innovative Office Solutions LLC	101-45500-450-42010	70.64	Receipt Paper Roll/Calculator Printer Ribbon
0	Innovative Office Solutions LLC	101-42121-420-42110	79.33	CD Sleeves/CD Mailers
0	Innovative Office Solutions LLC	101-42121-420-42010	5.18	3 Ring Binders
	Innovative Office Solutions LLC		155.15	
0	Insty-Prints	101-43190-430-42030	47.25	Business Cards - D. Johnson
0	Insty-Prints	601-49430-000-42030	47.25	Business Cards Travis Craig
0	Insty-Prints	601-49430-000-42030	98.00	Water Meter Installation Forms
	Insty-Prints		192.50	
0	Internal Revenue Service	101-00000-000-21701	993.25	PR Batch 00001.04.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	204.39	PR Batch 00550.04.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	204.39	PR Batch 00550.04.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	127.67	PR Batch 00550.04.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	391.85	PR Batch 00001.04.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	1,675.49	PR Batch 00001.04.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	47.84	PR Batch 00550.04.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	1,675.49	PR Batch 00001.04.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	391.85	PR Batch 00001.04.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	47.84	PR Batch 00550.04.2022 Medicare Employee

Check Numb	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21701	38,427.12	PR Batch 00508.04.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	25.52	PR Batch 00551.04.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	109.11	PR Batch 00551.04.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	109.11	PR Batch 00551.04.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	5,847.43	PR Batch 00508.04.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	16,139.14	PR Batch 00508.04.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	5,847.43	PR Batch 00508.04.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21704	25.52	PR Batch 00551.04.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	158.77	PR Batch 00551.04.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	16,139.14	PR Batch 00508.04.2022 FICA Employer
	Internal Revenue Service		88,588.35	
174673	International Institute of Municipal Clerks	101-41320-410-44330	215.00	IIMC Annual Membership -Heather Slechta
	International Institute of Municipal Clerks		215.00	
174674	Kaiser Eric & Joan	601-00000-000-20200	1.96	Refund Check 005910-001, 10 Greenhaven Bay
	Kaiser Eric & Joan		1.96	
0	Keystone Interpreting Solutions Inc	240-46210-460-43090	187.32	Interpreting for Environmental Commission
	Keystone Interpreting Solutions Inc		187.32	
174675	Kuchinka Ambria	601-00000-000-20200	49.80	Refund Check 023245-000, 17 11 St NE
	Kuchinka Ambria		49.80	
174676	Lamperts	101-45200-450-42110	19.98	Landscaping Adhesive
174676	Lamperts	101-43121-430-42110	26.99	Silt Fence For Stock Pile
	Lamperts		46.97	
174677	Larkin Jimmie	898-46310-000-44010	70.54	Fire Alarm/Elevator/Occupant Monthly Monitoring
	Larkin Jimmie		70.54	
174678	Larson Milo	101-45500-450-43130	624.41	Summer Reading Program Log and Brochure
	Larson Milo		624.41	
174679	League of Minnesota Cities Ins Trust	290-46500-462-43610	1,913.00	Property Liability Premium

Check Numb	Last Name	Acct 1	Amount	Description
	League of Minnesota Cities Ins Trust		1,913.00	
174680	Lindsay Brad	601-00000-000-20200	13.67	Refund Check 009037-000, 2212 Chase Dr
	Lindsay Brad		13.67	
174681	Loffler Companies Inc	101-41940-410-44160	224.90	Copier Lease
174681	Loffler Companies Inc	101-42210-420-44160	35.75	Copy Machine Charges 04/01/2022 to 04/30/2022
174681	Loffler Companies Inc	101-43121-430-44160	102.58	Copies April 2022 PWP
174681	Loffler Companies Inc	603-49500-000-44160	1.51	Copies April 2022 PWP
174681	Loffler Companies Inc	602-49450-000-44160	10.68	Copies April 2022 PWP
174681	Loffler Companies Inc	240-46210-460-44160	342.86	Copier Lease for CD
174681	Loffler Companies Inc	601-49430-000-44160	10.68	Copies April 2022 PWP
	Loffler Companies Inc		728.96	
174682	Lube-Tech ESI	601-49430-000-42130	161.43	Exhaust Fluid for Stock
174682	Lube-Tech ESI	101-45200-450-42130	215.25	Exhaust Fluid for Stock
174682	Lube-Tech ESI	602-49450-000-42130	161.43	Exhaust Fluid for Stock
174682	Lube-Tech ESI	101-43121-430-42130	430.49	Exhaust Fluid for Stock
174682	Lube-Tech ESI	101-42123-420-42130	107.62	Exhaust Fluid for Stock
	Lube-Tech ESI		1,076.22	
0	MacQueen Equipment LLC	101-43121-430-42210	87.50	Dirt Shoe Runner - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	38.34	Grease Line Fittings - Street #115
	MacQueen Equipment LLC		125.84	
174617	Madison National Life Insurance Co Inc	101-00000-000-21711	1,722.46	PR Batch 00508.04.2022 Long Term Disability
174617	Madison National Life Insurance Co Inc	101-00000-000-21711	9.98	Hunter Morsching LTD
174617	Madison National Life Insurance Co Inc	101-00000-000-21711	14.02	Matt Shuda LTD
174616	Madison National Life Insurance Co Inc	101-00000-000-21710	3,258.21	Life Insurance - May
174616	Madison National Life Insurance Co Inc	101-42220-420-41330	86.42	Part-Time Firefighters Life Insurance
	Madison National Life Insurance Co Inc		5,091.09	
0	Marco Technologies LLC	101-42123-420-44045	70.71	Police Patrol Print Fee
0	Marco Technologies LLC	101-41800-410-44045	24.47	HR Print Fee
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-45500-450-44045	19.42	Library Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee

Check Numb	Last Name	Acct 1	Amount	Description
0	Marco Technologies LLC	902-00000-000-23935	-398.25	Marco Main 1
0	Marco Technologies LLC	101-42124-420-44045	85.10	Police Records and Evid. Print Fee
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee
0	Marco Technologies LLC	101-41510-410-44045	71.45	Finance Print Fee
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	902-00000-000-23935	398.25	Marco Printer Subscription
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
	Marco Technologies LLC		398.25	
174683	Martin A Windows LLC	101-45200-450-43090	1,339.29	Landscape Maintenance
174683	Martin A Windows LLC	101-43121-430-43090	1,339.28	Landscaping Downtown
	Martin A Windows LLC		2,678.57	
0	Matejcek Implement Company	101-43126-430-42110	1.94	O-Rings For Shop Hose Expander
0	Matejcek Implement Company	101-43121-430-42210	1.08	Hydraulic Fitting O-Rings - Street #121
	Matejcek Implement Company		3.02	
174684	Menards	898-46310-000-42110	27.50	#205 Bathroom Vanity/Tube Cutter-Use Tax
174684	Menards	898-46310-000-42110	372.97	#205 Bathroom Vanity/Tube Cutter
174684	Menards	898-00000-000-20815	-27.50	#205 Bathroom Vanity/Tube Cutter-Use Tax
	Menards		372.97	
0	Metering & Technology Solutions	601-49430-000-42110	2,980.10	Meter For Straight River Apartments
	Metering & Technology Solutions		2,980.10	
174685	Metronet Holdings LLC	101-42123-420-43250	305.63	Hosted Phone System
174685	Metronet Holdings LLC	240-46210-460-43250	326.85	Hosted Phone System
174685	Metronet Holdings LLC	101-45110-450-43250	260.31	Hosted Phone System
174685	Metronet Holdings LLC	101-42700-420-43250	25.45	Hosted Phone System
174685	Metronet Holdings LLC	101-43121-430-43250	554.91	Hosted Phone System
174685	Metronet Holdings LLC	603-49500-000-43250	19.66	Hosted Phone System
174685	Metronet Holdings LLC	101-41320-410-43250	39.32	Hosted Phone System
174685	Metronet Holdings LLC	902-00000-000-23935	-7,033.03	Hosted Phone System
174685	Metronet Holdings LLC	601-49430-000-43250	360.03	Hosted Phone System
174685	Metronet Holdings LLC	101-43110-430-43250	87.91	Hosted Phone System

Check Numb	Last Name	Acct 1	Amount	Description
174685	Metronet Holdings LLC	101-42121-420-43250	137.71	Hosted Phone System
174685	Metronet Holdings LLC	225-49810-430-43250	226.27	Hosted Phone System
174685	Metronet Holdings LLC	602-49480-000-43250	23.14	Hosted Phone System
174685	Metronet Holdings LLC	101-42110-420-43250	1,107.99	Hosted Phone System
174685	Metronet Holdings LLC	101-43190-430-43250	98.28	Hosted Phone System
174685	Metronet Holdings LLC	101-41110-410-43250	19.66	Hosted Phone System
174685	Metronet Holdings LLC	898-46310-000-43250	223.39	Hosted Phone System
174685	Metronet Holdings LLC	101-42210-420-43250	143.71	Hosted Phone System
174685	Metronet Holdings LLC	101-43126-430-43250	28.93	Hosted Phone System
174685	Metronet Holdings LLC	101-41580-410-43250	816.06	Hosted Phone System
174685	Metronet Holdings LLC	902-00000-000-23935	7,033.03	Hosted Phone System
174685	Metronet Holdings LLC	101-45500-450-43250	348.25	Hosted Phone System
174685	Metronet Holdings LLC	101-45200-450-43250	39.32	Hosted Phone System
174685	Metronet Holdings LLC	101-45125-450-43250	274.15	Hosted Phone System
174685	Metronet Holdings LLC	101-41800-410-43250	111.09	Hosted Phone System
174685	Metronet Holdings LLC	101-42400-420-43250	138.31	Hosted Phone System
174685	Metronet Holdings LLC	602-49450-000-43250	9.27	Hosted Phone System
174685	Metronet Holdings LLC	101-42124-420-43250	82.16	Hosted Phone System
174685	Metronet Holdings LLC	101-41510-410-43250	225.22	Hosted Phone System
174685	Metronet Holdings LLC	101-41940-410-43250	730.90	Hosted Phone System
174685	Metronet Holdings LLC	101-45126-450-43250	195.06	Hosted Phone System
174685	Metronet Holdings LLC	101-41910-410-43250	74.09	Hosted Phone System
Metronet Holdings LLC			7,033.03	
174686	Midwest Tape LLC	101-45500-450-42192	303.92	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	18.74	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	30.63	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	18.99	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	11.99	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	31.98	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	10.99	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	295.92	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	11.99	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	79.98	Audio/Visual
174686	Midwest Tape LLC	101-45500-450-42192	13.99	Audio/Visual
Midwest Tape LLC			866.60	
0	Minnesota Child Support Payment Center	101-00000-000-21716	449.37	PR Batch 00508.04.2022 Child Support

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Child Support Payment Center		449.37	
0	Minnesota Department of Revenue	101-00000-000-21702	380.79	PR Batch 00001.04.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	70.89	PR Batch 00550.04.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	121.26	PR Batch 00551.04.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	16,786.22	PR Batch 00508.04.2022 State Income Tax
	Minnesota Department of Revenue		17,359.16	
0	Minnesota Elevator Inc	101-41940-410-44010	195.40	Monthly Elevator Charge
0	Minnesota Elevator Inc	898-46310-000-44010	199.83	May Monthly Service
	Minnesota Elevator Inc		395.23	
174687	Minnesota Fire Service Certification Board	101-42220-420-43140	240.00	Instructor 1 Certification Exam - Gruber and Vargo
174687	Minnesota Fire Service Certification Board	101-42220-420-43140	360.00	Youth Firestarter Prevention Training-Ja.Bauer/Milewski/DeGrood
	Minnesota Fire Service Certification Board		600.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	454.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	489.20	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	454.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		2,365.20	
0	Mississippi Welders Supply Inc	101-43126-430-44160	1,043.00	Tank Lease - Shop
	Mississippi Welders Supply Inc		1,043.00	
0	Motor Parts & Equipment Corp	101-43126-430-42110	14.62	Vehicle Window Stickers
0	Motor Parts & Equipment Corp	101-45200-450-42210	4.96	Connectors for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	3.72	Connectors for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.48	Connectors for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	213.74	Corrosion Resistant Paint - Street #107
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.06	Marker Light - Street #107
0	Motor Parts & Equipment Corp	602-49450-000-42210	3.72	Connectors for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	9.92	Connectors for Stock
0	Motor Parts & Equipment Corp	101-42220-420-42210	198.86	Battery #2133

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-43121-430-42210	55.83	Air Filter - Street #212
0	Motor Parts & Equipment Corp	101-43121-430-42210	213.74	Corrosion Resistance Paint - Street #107
0	Motor Parts & Equipment Corp	101-42123-420-42210	4.70	Heat Shrink Tubing-Electrical Tape for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	18.82	Heat Shrink Tubing-Electrical Tape for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	7.06	Heat Shrink Tubing-Electrical Tape for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	9.40	Heat Shrink Tubing-Electrical Tape for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	7.06	Heat Shrink Tubing-Electrical Tape for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42130	24.91	10W30 Oil for Stock
0	Motor Parts & Equipment Corp	101-43190-430-42210	52.97	Purge Valve Engineering Truck #3
0	Motor Parts & Equipment Corp	101-42123-420-42130	6.23	10W30 Oil for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42110	45.88	Windshield Wash - Shop Towels
0	Motor Parts & Equipment Corp	602-49480-000-42410	267.79	Impact Wrench
0	Motor Parts & Equipment Corp	101-45200-450-42130	12.46	10W30 Oil for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42130	9.34	10W30 Oil for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42130	9.34	10W30 Oil for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	17.43	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	13.07	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	13.07	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	14.39	Trailer Adapter - Street #419
0	Motor Parts & Equipment Corp	101-43121-430-42210	-213.74	Corrosion Resistant Paint Credit - Street #107
0	Motor Parts & Equipment Corp	101-42123-420-42210	8.72	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	34.86	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	8.49	Chamois For Sweeper Windows #115
0	Motor Parts & Equipment Corp	602-49480-000-42210	9.44	Breakaway Kit For Unit 107
Motor Parts & Equipment Corp			1,114.34	
0	MTI Distributing Inc	101-45200-450-42210	130.82	Mower Seals
MTI Distributing Inc			130.82	
174618	NCPERS Group Life Insur	101-00000-000-21710	208.00	PR Batch 00508.04.2022 PERA Life Insurance
NCPERS Group Life Insur			208.00	
174688	New York Times The	101-45500-450-42191	1,144.00	New York Times Newspaper
New York Times The			1,144.00	
0	North Central International LLC	101-43121-430-42210	106.86	Cab Leveling Valve - Street #413
North Central International LLC			106.86	

Check Numb	Last Name	Acct 1	Amount	Description
174689	Northern Lights Display LLC	101-45200-450-42110	170.50	LED Bulbs/ Decorative Garland
	Northern Lights Display LLC		170.50	
0	Orchard Trust Company	101-00000-000-21706	8,636.88	PR Batch 00508.04.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,637.00	PR Batch 00508.04.2022 Roth Deferred Compensation
	Orchard Trust Company		10,273.88	
174690	Original Watermen Inc	101-45125-450-42180	2,798.19	Staff Swim Suits
	Original Watermen Inc		2,798.19	
0	Paape Companies Inc	603-49500-000-44010	14.23	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	101-43121-430-44010	961.93	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	602-49450-000-44010	100.11	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	601-49430-000-44010	100.11	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	101-45126-450-44010	2,314.91	Steam Trap Repairs - Washington
	Paape Companies Inc		3,491.29	
0	Palmer West Construction Company, Inc.	101-45122-450-44010	3,000.00	Replace Roof Hatch
0	Palmer West Construction Company, Inc.	437-45122-450-45200	499,294.83	Pay App #2 for Buckham Center Roof Project
	Palmer West Construction Company, Inc.		502,294.83	
174691	Parallel Technologies Inc	101-42110-420-43090	539.32	Downtown Cameras Time and Materials
	Parallel Technologies Inc		539.32	
174692	Piller Properties LLC	601-00000-000-20200	43.04	Refund Check 019284-018, 834 8 Ave SW
	Piller Properties LLC		43.04	
0	Pro Stuff LLC	101-45200-450-42110	3,565.00	BMX Track Tack
	Pro Stuff LLC		3,565.00	
0	Property Pros	211-46310-460-44010	33.00	16 SE 1st Street Spring Cleanup
0	Property Pros	898-46310-000-44010	256.50	1324 Prairie Spring Clean Up
0	Property Pros	241-46330-461-44010	1,056.00	49 Units Spring Cleanup

Check Numb	Last Name	Acct 1	Amount	Description
	Property Pros		1,345.50	
0	Public Employees Retirement Association	101-00000-000-21705	214.27	PR Batch 00550.04.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	247.24	PR Batch 00550.04.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	1,756.53	PR Batch 00001.04.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	2,026.76	PR Batch 00001.04.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,834.28	PR Batch 00508.04.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00508.04.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	26,751.44	PR Batch 00508.04.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,088.73	PR Batch 00508.04.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	19,717.85	PR Batch 00508.04.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00508.04.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	131.98	PR Batch 00551.04.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	114.38	PR Batch 00551.04.2022 PERA Coordinated
	Public Employees Retirement Association		86,324.92	
0	R C Bliss Inc	602-49450-000-42210	98.30	Tube Outlet Truck #1
0	R C Bliss Inc	101-42123-420-42210	200.97	Pretensioner / #9
	R C Bliss Inc		299.27	
174693	Recreation Supply Company	101-45122-450-42110	92.97	Pool Equipment
	Recreation Supply Company		92.97	
0	Rent 'N' Save Portable Services	101-45200-450-44160	60.00	Portable Restroom Rental
	Rent 'N' Save Portable Services		60.00	
174694	Reynolds Tristan & Tara	601-00000-000-20200	16.27	Refund Check 02290-000/1328 1st Ave NW - Reissue Ck #169225
	Reynolds Tristan & Tara		16.27	
174695	Rice County	101-41410-410-44160	1,810.00	Annual Election Maintenance Fees
	Rice County		1,810.00	
0	Rice County Recorder	601-49430-000-45300	46.00	1st Amendment Met Con Business Pk 2nd Add (2019-12A)
0	Rice County Recorder	280-46310-461-43520	46.00	Repayment Agreement -24 3rd Ave NW Masonic Lodge
0	Rice County Recorder	101-41910-410-43520	66.00	Ordinance 2022-7 Kwik Trip
0	Rice County Recorder	101-41910-410-43520	46.00	Resolution 2022-079 CUP Woolen Mill-1500 2nd Ave NW

Check Numb	Last Name	Acct 1	Amount	Description
	Rice County Recorder		204.00	
174696	Rice/Steele 911 Center	101-42123-420-43250	990.00	BCA Costs for MDV Connections
	Rice/Steele 911 Center		990.00	
0	Ronco Engineering Sales	602-49480-000-42210	2,889.54	Replacement Jet Hose Vactor Truck 7
	Ronco Engineering Sales		2,889.54	
0	Sanco Equipment LLC	101-43121-430-42210	294.63	Cutting Edge - Street #102D
0	Sanco Equipment LLC	101-45200-450-42210	84.64	Hydraulic Coupler
0	Sanco Equipment LLC	101-45200-450-42210	74.38	Hydraulic Coupler
0	Sanco Equipment LLC	101-45200-450-42210	251.80	Hydraulic Hose
	Sanco Equipment LLC		705.45	
0	Sandry Fire Supply LLC	101-42220-420-44045	1,458.46	Annual Service Work on Hydraulic Extrication Equipment
	Sandry Fire Supply LLC		1,458.46	
0	Sanity Solutions Inc	101-41580-410-43095	336.74	Azure Subscription
	Sanity Solutions Inc		336.74	
174697	Sartor Companies LLC	601-00000-000-20200	29.75	Refund Check 015745-008, 309 1 Ave SW
	Sartor Companies LLC		29.75	
0	Selco	101-45500-450-42190	80.00	Book
	Selco		80.00	
174698	Sherwin Williams Company #3037	101-43170-430-42240	204.78	Paint For Viaduct
	Sherwin Williams Company #3037		204.78	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
	Shred Right		20.25	
174699	██████████	241-46330-461-44375	214.00	1532 Western Ave Utility Reimbursement May 2022

Check Numb	Last Name	Acct 1	Amount	Description
			214.00	
174700	Sirek Hydraulic Service Inc	101-45200-450-42210	38.15	Snow Plow Part
	Sirek Hydraulic Service Inc		38.15	
174701	Southern Minnesota Inspection Co LLC	101-43126-430-44045	1,427.30	Public Works Shop Lift Inspections
174701	Southern Minnesota Inspection Co LLC	437-45122-450-45200	23,325.00	Replace Basketball Hoops in Gym
	Southern Minnesota Inspection Co LLC		24,752.30	
0	Southwest Service Cooperative	101-00000-000-21707	440.00	Healthy Invest - April
0	Southwest Service Cooperative	101-00000-000-21707	436.00	Healthy Invest - March
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-00000-000-21707	468.00	Healthy Invest - May
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	2,469.51	Paul Froman Insurance - March - May
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,536.44	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-21707	153,604.81	Health Insurance Premiums - May
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Jackie Remme Insurance
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
	Southwest Service Cooperative		165,961.02	
174702	Star Sports & Apparel LLC	101-41800-410-44382	8.00	Clock Plate - Anthony Kuchinka
174702	Star Sports & Apparel LLC	101-43190-430-42110	15.00	Name Plate - David Johnson
174702	Star Sports & Apparel LLC	101-43126-430-42110	15.00	Name Plate - Tony Pemrick
174702	Star Sports & Apparel LLC	101-42210-420-42110	246.00	Engraved Locker and Mailbox Name Plates
	Star Sports & Apparel LLC		284.00	
174703	Stover Kelsey	601-00000-000-20200	77.98	Refund 022219-000/1302 South Trail Dr - Reissue Ck #172917
	Stover Kelsey		77.98	
174704	SwedeBro Inc	437-45122-450-45200	13,700.00	Locker Room Floor

Check Numb	Last Name	Acct 1	Amount	Description
	SwedeBro Inc		13,700.00	
174705	Tom's Lock & Key, LLC	241-46330-461-44010	60.00	830 SW 9th Ave New Lock Assembly Install
174705	Tom's Lock & Key, LLC	241-46330-461-42110	14.95	830 SW 9th Ave New Lock Assembly
174705	Tom's Lock & Key, LLC	241-46330-461-44010	60.00	1323 NW 7th Street Repair Lock
	Tom's Lock & Key, LLC		134.95	
174706	Treatment Resources Inc	602-49480-000-42130	151.03	UV Oil
	Treatment Resources Inc		151.03	
174707	Truck Center Companies East LLC	101-43121-430-42210	55.09	Fuel Line - Street #118
	Truck Center Companies East LLC		55.09	
174708	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	602-49480-000-43090	1,125.77	Lab Testing
0	Utility Consultants Inc	601-49430-000-43090	236.25	Monthly Total Coliform Testing
	Utility Consultants Inc		1,362.02	
174709	Verizon Wireless	101-42123-420-43210	989.04	Cell Phone Service - Patrol
174709	Verizon Wireless	602-49450-000-43210	82.42	Cell Phone Service - Sewer Collection
174709	Verizon Wireless	902-00000-000-23935	-3,035.31	Monthly Phone Bill-April
174709	Verizon Wireless	101-42210-420-43210	82.42	Cell Phone Service - Fire Administration
174709	Verizon Wireless	101-42110-420-43210	164.84	Cell Phone Service - Police Administration
174709	Verizon Wireless	240-46210-460-43210	65.34	Cell Phone Service - Community Development
174709	Verizon Wireless	101-41580-410-43210	82.42	Cell Phone Service - IT
174709	Verizon Wireless	603-49500-000-43210	41.21	Cell Phone Service - Storm Water Utility
174709	Verizon Wireless	101-42700-420-43210	164.84	Cell Phone Service - Special Services
174709	Verizon Wireless	101-41510-410-43210	82.42	Cell Phone Service - Finance
174709	Verizon Wireless	101-45110-450-43210	241.33	Cell Phone Service - Parks & Rec
174709	Verizon Wireless	101-43110-430-43210	41.21	Cell Phone Service - PW Admin
174709	Verizon Wireless	101-42121-420-43210	329.68	Cell Phone Service - Investigations
174709	Verizon Wireless	101-42220-420-43210	151.89	Cell Phone Service - Fire Suppression
174709	Verizon Wireless	101-42400-420-43210	203.65	Cell Phone Service - Building Codes
174709	Verizon Wireless	101-41940-410-43210	82.42	Cell Phone Service - Building Maintenance
174709	Verizon Wireless	101-43190-430-43210	41.21	Cell Phone Service - Engineering

Check Numb	Last Name	Acct 1	Amount	Description
174709	Verizon Wireless	902-00000-000-23935	3,035.31	Monthly Phone Bill-April
174709	Verizon Wireless	101-45500-450-43210	24.13	Cell Phone Service - Library
174709	Verizon Wireless	601-49430-000-43210	164.84	Cell Phone Service - Water Distribution
	Verizon Wireless		3,035.31	
174710	Vettrus Ruth	601-00000-000-20200	3.15	Refund Check 008927-003, 1504 25 Ave NW
	Vettrus Ruth		3.15	
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	404 NW 13th St Range Repair Glass Broken
0	Virg's Appliance Service Inc	241-46330-461-44050	862.00	404 NW 13th St Electric Range
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	#223 Refrigerator Checked
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	#223 Refrigerator Checked
0	Virg's Appliance Service Inc	241-46330-461-42110	252.90	830 9th Ave SW Range Repair Burners
0	Virg's Appliance Service Inc	241-46330-461-44010	125.00	830 SW 9th Ave Install Burner Range Repair
	Virg's Appliance Service Inc		1,494.90	
174711	Wal Mart	101 42210 420 42110	63 07	Cleaning Supplies
174711	Wal-Mart	101-42220-420-42110	25.14	Gatorade
	Wal-Mart		88.21	
0	Water Conservation Service Inc	601-49430-000-43090	1,783.86	Leak Detection Services
	Water Conservation Service Inc		1,783.86	
174712	WIN-911 Software	601-49430-000-43095	880.00	Software Agreement
	WIN-911 Software		880.00	
0	WSB & Associates Inc	603-49500-000-43030	9,710.75	2021 SWMP MS4 Updates
	WSB & Associates Inc		9,710.75	
174713	Xcel Energy	898-46310-000-43810	1,887.96	Electric 51 Units Thru 4/11/2022
	Xcel Energy		1,887.96	

Check Numb	Last Name	Acct 1	Amount	Description
			1,254,932.02	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-096 Finding Parcel is Occupied by Structurally Substandard Buildings - Lockerby/South Viaduct Redevelopment Area

Background:

Last April, the City Council provided direction to Staff regarding the preparation of a Request for Proposal for the former Lockerby site. One of the discussion points during the April 20, 2021 Work Session was the Council's support for utilizing tax incentives to support future redevelopment efforts. In order to determine whether or not the site would be eligible for a Redevelopment Tax Increment Financing (TIF) District, the Council authorized a blight analysis of the site. LHB, Inc. was contracted to perform the analysis - which included detailed inspections of all buildings and parking areas at 217 Mill Street to determine whether the existing conditions met the statutory requirements for "substandard" as defined by Minnesota Statutes, Section 469.174, subd. 10 to allow for a Redevelopment TIF district to be established in the future.

LHB, Inc. conducted their inspections in June 2021 - and after applying current statutory criteria, made the professional determination that the buildings qualify as substandard per statutes.



Parcel included in TIF Analysis

The City Council is now asked to pass a resolution identifying that the parcel is occupied by structurally substandard buildings, which will allow demolition to occur without negatively impacting the ability to establish a Redevelopment TIF district in the future. The resolution will also start a three-year clock in which the City can establish a Redevelopment TIF district to support the redevelopment activities in the South Viaduct area.

Recommendation:

Approve Resolution 2022-096 Finding Parcel Occupied by Structurally Substandard Buildings - Lockerby/South Viaduct Redevelopment Area

Attachments:

1. Resolution 2022-096 Finding Parcel is Occupied by Structurally Substandard Buildings - Lockerby-South Viaduct Redevelopment Area
2. Faribault Lockerby TIF Letter of Finding

CITY OF FARIBAULT

RESOLUTION #2022-096

FINDING PARCEL IS OCCUPIED BY STRUCTURALLY SUBSTANDARD BUILDINGS - LOCKERBY/SOUTH VIADUCT REDEVELOPMENT AREA

WHEREAS, it has been proposed and discussed that to support the redevelopment of the South Viaduct area that the City Council for the City of Faribault, Minnesota (the "City") create a tax increment financing district in an area within the City to be designated a redevelopment district as defined in Minnesota Statutes, section 469.174, subd. 10 (the "TIF District"); and

WHEREAS, in order to create this type of TIF District, the City must determine that before the demolition or removal of any substandard buildings, certain conditions exist; and

WHEREAS, in order to deem a parcel as being occupied by a structurally substandard building, the City must first pass a resolution before the demolition or removal that the parcel was occupied by one or more structurally substandard buildings and that after demolition and clearance the City intends to include the parcel within the proposed tax increment financing district; and

WHEREAS, there exists in the City on the parcel at 217 Mill Street, Faribault, MN, PID 18.31.4.00.003 (the "Parcel") structurally substandard buildings to be demolished or removed (the "Substandard Building Condition"); and

WHEREAS, a parcel is deemed to be occupied by a structurally substandard building if the parcel was occupied by one or more substandard buildings or met the criteria of Minnesota Statutes, section 469.174, Subd. 10(e) within three years of the filing of the request for certification of the parcel as part of the district with the county auditor, in addition to other requirements as are required by law.

NOW, THEREFORE BE IT RESOLVED, by the Faribault City Council as follows:

1. The Council has received from LHB, Inc. the "TIF ANALYSIS

FINDINGS FOR 217 MILL STREET", dated September 14, 2021 (the "Inspection Report"), finding that, based on an inspection of the buildings located on the Parcel, the buildings are determined to be substandard under the definition set forth in the Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act"). Based on the Inspection Report and other information available to the Council, the Council finds that the buildings on the Parcel are structurally substandard to a degree requiring substantial renovation or clearance and at least 15% of the area of the Parcel identified on Exhibit A attached hereto contains improvements, including a structurally substandard building, and therefore more than 70% of the area of the proposed TIF District is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures as required by the TIF Act.

2. After the date of approval of this resolution, the building(s) on the Parcel may be demolished or removed by the City, or such demolition or removal may be financed by the City, or may be undertaken by a developer under a development agreement with the City.

3. The City intends to include the Parcel in a redevelopment TIF District, and to file the request for certification of such district with the county auditor within three years after the date of demolition of the buildings on the Parcels.

4. Upon filing the request for certification of a new tax increment financing district, the City will notify the county auditor that the original tax capacity of the Parcel must be adjusted to reflect the greater of (a) the current net tax capacity of the parcel, or (b) the estimated market value of the Parcel for the year in which the building was demolished or removed, but applying class rates for the current year, all in accordance with Minnesota Statutes, Section 469.174, Subd. 10(d).

5. The City may from time to time amend the terms of this Resolution to the extent permitted by law, including without limitation amendment to the payment schedule and the interest rate; provided that the interest rate may not be increased above the maximum specified in Section 469.178. subd. 7 of the TIF Act.

6. City staff and consultants are authorized to take any actions necessary to carry out the intent of this resolution.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A





PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

September 14, 2021

Deanna Kuennen
Community and Economic Development Director
City of Faribault
208 1st Ave NW
Faribault, MN 55021

TIF ANALYSIS FINDINGS FOR 217 MILL STREET

LHB was hired to inspect the former Lockerby Sheet Metal and Roofing company buildings at 217 Mill Street in Faribault, MN, to determine if they meet the definition of “Substandard” as defined by *Minnesota Statutes, Section 469.174, subdivision 10*. The building parcel may potentially be part of a future Redevelopment TIF District, so will need to be compliant with all the statutes pertaining to a Redevelopment District.

The parcel is located at 217 Mill Street (see Diagram 1).



Diagram 1

CONCLUSION

After inspecting and evaluating the buildings on June 7, 2021 and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the buildings qualify as substandard.

The remainder of this letter and attachments describe our process and findings in detail.

MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

The property was inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

INTERIOR INSPECTION

"The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property..."

EXTERIOR INSPECTION AND OTHER MEANS

"An interior inspection of the property is not required, if the municipality finds that

(1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and

(2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard."

DOCUMENTATION

"Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3, clause (1)."

QUALIFICATION REQUIREMENTS

Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1) requires two tests for occupied parcels:

1. Coverage Test

"...parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots..."

The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states:

"For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures."

The LHB team reviewed the following parcels:

18.31.4.00.003 (217 Mill Street)

- The parcel is approximately 150,282 square feet and is 64.9 percent covered by buildings, parking lots or other improvements.

Findings

The parcel is covered by buildings, parking lots or other improvements, exceeding the 15 percent parcel requirement.

2. Condition of Buildings Test

Minnesota Statutes, Section 469.174, Subdivision 10(a) states:

"...and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;"

Structurally substandard is defined under Minnesota Statutes, Section 469.174, Subdivision 10(b), which states:

"For purposes of this subdivision, 'structurally substandard' shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b)*) defined as "structurally substandard", due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

Findings

The Lockerby plant main building and annex building at 217 Mill Street exceed the criteria required to be determined substandard buildings (see the attached Building Code, Condition Deficiency and Context Analysis Reports).

Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in *Subdivision 10(c)* which states:

"A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence."

"Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence."

LHB counts energy code deficiencies toward the 15 percent code threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)*) for the following reasons:

- The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
- Chapter 13 of the 2015 *Minnesota Building Code* states, "Buildings shall be designed and constructed in accordance with the International Energy Conservation Code." Furthermore, *Minnesota Rules, Chapter 1305.0021 Subpart 9* states, "References to the International Energy Conservation Code in this code mean the Minnesota Energy Code..."
- Chapter 11 of the 2015 *Minnesota Residential Code* incorporates *Minnesota Rules, Chapters, 1322 and 1323 Minnesota Energy Code*.
- The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
- In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.

- Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. For an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

Findings

The buildings have code deficiencies exceeding the 15 percent building code deficiency criteria required to be determined substandard (see the attached Building Code, Condition Deficiency and Context Analysis Reports).

TEAM CREDENTIALS

MICHAEL A. FISCHER, AIA, LEED AP - PROJECT PRINCIPAL/TIF ANALYST

Michael has 33 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial, and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 100 cities with strategic planning for TIF Districts. He is an Architectural Principal at LHB and currently leads the Minneapolis office.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning master's degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards, and community task forces, including City Council President in Superior, Wisconsin, Chair of the Duluth/Superior Metropolitan Planning Organization, and Chair of the Edina, Minnesota Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. Michael has also managed and designed several award-winning architectural projects and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

PHIL FISHER – INSPECTOR

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota, he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

ATTACHMENTS

We have attached a Building Code, Condition Deficiency and Context Analysis Report, Replacement Cost Report, Code Deficiency Report, and thumbnail photo sheets of the buildings.

Please contact me at (612) 752-6920 if you have any questions.

LHB, INC.



MICHAEL A. FISCHER, AIA, LEED AP

c: LHB Project No. 210394.00

Faribault Lockerby Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel A Building 1

Address:

Parcel ID:

Inspection Date(s) & Time(s):

Inspection Type:

Summary of Deficiencies:

Lockerby Main Building

217 Mill Street, Faribault, Minnesota 55021

18.31.4.00.003

June 7, 2021 1:00 PM

Interior and Exterior

It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:

Estimated Cost to Correct Building Code Deficiencies:

Percentage of Replacement Cost for Building Code Deficiencies:

\$2,125,212

\$466,428

21.9%

DEFECTS IN STRUCTURAL ELEMENTS

1. None observed.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no ADA code required accessible parking
 - b. There is no ADA code compliant route into the building
 - c. There is no ADA code compliant restroom.
 - d. The transaction counter is not ADA code compliant.
 - e. The break room does not comply with ADA code.
 - f. The drinking fountain does not comply with ADA code.
2. Light and Ventilation
 - a. The HVAC system does not comply with code.
 - b. The electrical system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Door hardware does not comply with code.
 - c. There are no code required smoke detectors.
 - d. Emergency lighting does not comply with code.
 - e. There is no code required emergency notification system.

- f. There is no code required building sprinkler system.
 - g. Elevated platforms do not have code required 4-inch toe boards.
 - h. Stairways do not comply with code.
 - i. Exterior electrical transformer is not properly protected per code.
 - j. Exterior gas meter is not properly protected per code.
4. Layout and Condition of Interior Partitions/Materials
- a. Ceiling tile is water stained or missing.
 - b. Walls should be repainted.
 - c. The metal ceiling should be scraped and repainted.
5. Exterior Construction
- a. Roofing material has failed allowing for water intrusion which is contrary to code.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Code required accessible parking should be created.
- 2. A code required accessible route into the building should be created.
- 3. Restroom should be modified to comply with ADA code.
- 4. The transaction counter should be modified to comply with ADA code.
- 5. The staff break room should be modified to comply with ADA code.
- 6. A code compliant drinking fountain should be installed.
- 7. A code compliant HVAC system should be installed.
- 8. A code compliant electrical system should be installed.
- 9. Thresholds should be modified to comply with code for maximum height.
- 10. Code compliant door hardware should be installed.
- 11. Code required smoke detectors should be installed.
- 12. Code required emergency lighting should be installed.
- 13. Code required emergency notification system should be installed.
- 14. Code required building sprinkler system should be installed.
- 15. Elevated platforms should have code required 4-inch toe board installed.
- 16. Stairways should be modified to comply with code.
- 17. The exterior electrical transformer should be properly protected per code.
- 18. The exterior gas meter should be properly protected per code.
- 19. Failed roofing material should be replaced to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This building previously operated as a sheet metal and roofing company but is currently vacant. ADA code issues include parking, accessible route into the building, compliant restrooms, a compliant transaction counter, a compliant break room and a compliant drinking fountain. There are currently no code required life safety systems in the building, including smoke detectors, emergency lighting, emergency notification system and a building sprinkler system. The HVAC system and electrical wiring system does not comply with code. Elevated platforms do not have code required 4-inch toe boards and

stairways do not comply with code. Both the exterior electrical transformer and the gas meter are not properly protected per code. The roofing material has failed allowing for water intrusion which is contrary to code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether or not the building is substandard:

-

M:\21Proj\210394\300 Design\Reports\Building Reports\Faribault Lockerby Main Building Building Report Redevelopment District.docx

Faribault Lockerby Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel A Building 2

Address:

Parcel ID:

Inspection Date(s) & Time(s):

Inspection Type:

Summary of Deficiencies:

Lockerby Annex Building

217 Mill Street Faribault, Minnesota 55021

18.31.4.00.003

June 7, 2021 1:30 PM

Interior and Exterior

It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:

\$610,277

Estimated Cost to Correct Building Code Deficiencies:

\$285,655

Percentage of Replacement Cost for Building Code Deficiencies:

46.8%

DEFECTS IN STRUCTURAL ELEMENTS

1. None observed.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no code required potable water to the building.
 - b. There is no ADA code required accessible parking
 - c. There is no ADA code compliant route into the building
 - d. There is no ADA code compliant route to all levels of the building.
 - e. There is no code required restroom.
 - f. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The HVAC system does not comply with code.
 - b. The electrical system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Door hardware does not comply with code.
 - c. There are no code required smoke detectors.
 - d. Emergency lighting does not comply with code.
 - e. There is no code required emergency notification system.

- f. There is no code required building sprinkler system.
 - g. Stairway does not comply with code.
4. Layout and Condition of Interior Partitions/Materials
 - a. The interior should be repainted.
 5. Exterior Construction
 - a. Exterior metal siding should be repaired/repainted.
 - b. Roofing material has failed allowing for water intrusion which is contrary to code.

DESCRIPTION OF CODE DEFICIENCIES

1. Code required potable water should be connected to the building.
2. Code required accessible parking should be created.
3. A code required accessible route into the building should be created.
4. A code required restroom should be installed.
5. A code compliant drinking fountain should be installed.
6. A code compliant HVAC system should be installed.
7. A code compliant electrical system should be installed.
8. Thresholds should be modified to comply with code for maximum height.
9. Code compliant door hardware should be installed.
10. Code required smoke detectors should be installed.
11. Code required emergency lighting should be installed.
12. Code required emergency notification system should be installed.
13. Code required building sprinkler system should be installed.
14. The stairway should be modified to comply with code.
15. Failed roofing material should be replaced to prevent water intrusion per code.

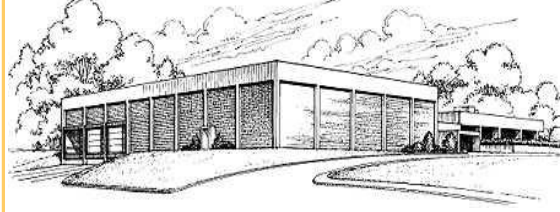
OVERVIEW OF DEFICIENCIES

This building was used as an annex to the main building. It was an occupied space but did not have code required accessibility into or to all levels of the building. There is no code required restroom or drinking fountain. There are no code required life safety systems currently installed in the building. Door hardware is not code compliant. The HVAC system and electrical system do not comply with code. The roofing material has failed allowing for water intrusion which is contrary to code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether or not the building is substandard:

-

Estimate Name:	217 Mill Street	
Building Type:	Manufacturing / Tilt-up Concrete Panels / Reinforced Concrete	
Location:	FARIBAULT, MN	 Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Story Count:	1	
Story Height (L.F.):	18	
Floor Area (S.F.):	21750	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2021 Quarter 1	
Cost Per Square Foot:	\$97.71	
Building Cost:	\$2,125,212.95	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		13.79%	\$11.71	\$254,796.98
A1010	Standard Foundations			\$4.68	\$101,686.99
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	680		\$2.74	\$59,675.78
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	680		\$1.40	\$30,431.02
A10102107410	Spread footings, 3000 PSI concrete, load 100K, soil bearing capacity 6 KSF, 4' - 6" square x 15" deep	25.38		\$0.53	\$11,580.19
A1030	Slab on Grade			\$6.84	\$148,839.38
A10301203360	Slab on grade, 5" thick, non industrial, reinforced	21750		\$6.84	\$148,839.38
A2010	Basement Excavation			\$0.20	\$4,270.61
A20101105740	Excavate and fill, 30,000 SF, 4' deep, sand, gravel, or common earth, on site storage	21750		\$0.20	\$4,270.61
B	Shell		52.97%	\$45.01	\$978,916.71
B1010	Floor Construction			\$16.99	\$369,623.69
B10102049924	Cast-in-place concrete column, 20", square, tied, minimum reinforcing, 500K load, 10'-14' story height, 375 lbs/LF, 4000PSI	632.4		\$4.14	\$89,969.02
B10102154450	Concrete I beam, precast, 18" x 36", 790 PLF, 25' span, 6.44 KLF superimposed load	197.2		\$3.42	\$74,337.10
B10102205100	Cast-in-place concrete beam and slab, 7.5" slab, two way, 12" column, 25'x25' bay, 40 PSF superimposed load, 149 PSF total load	2175		\$1.92	\$41,769.57
B10102345000	Precast concrete double T beam, lightweight, 32" deep x 10' wide, 60' span, 50 PSF superimposed load, 98 PSF total load	11550		\$7.52	\$163,548.00
B1020	Roof Construction			\$3.52	\$76,608.00
B10201027200	Wood roof, truss, 4/12 slope, 24" O.C., 44' to 60' span	5200		\$2.16	\$47,008.00
B10201082000	Roof, steel joists, beams, 1.5" 22 ga metal deck, on columns and bearing wall, 20'x20' bay, 18" deep, 30 PSF superimposed load, 50 PSF total load	5000		\$1.36	\$29,600.00
B2010	Exterior Walls			\$13.17	\$286,492.16
B20101065125	Tilt-up concrete panels, vertical rib and light sandblast, 6" thick, 3000 PSI, 3" rigid insulation R15	11995.2		\$13.17	\$286,492.16
B2020	Exterior Windows			\$0.40	\$8,688.96
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	16.32		\$0.40	\$8,688.96
B2030	Exterior Doors			\$1.42	\$30,902.19
B20301106950	Door, aluminum & glass, with transom, narrow stile, double door, hardware, 6'-0" x 10'-0" opening	0.72		\$0.25	\$5,361.70
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	2.9		\$0.37	\$8,091.68
B20302204650	Door, steel 24 gauge, overhead, sectional, electric operator, 12'-0" x 12'-0" opening	4.35		\$0.80	\$17,448.81
B3010	Roof Coverings			\$8.84	\$192,292.63
B30101203300	Roofing, single ply membrane, EPDM, 60 mils, fully adhered	11550		\$2.36	\$27,258.00
B30101301000	Roofing, corrugated, steel, colored, 28 ga, 1.08 PSF	10200		\$4.42	\$45,084.00
B30103202700	Insulation, rigid, roof deck, extruded polystyrene, 40 PSI compressive strength, 4" thick, R20	21750		\$4.19	\$91,136.20
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	680		\$0.93	\$20,258.36
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	680		\$0.39	\$8,556.07
B3020	Roof Openings			\$0.66	\$14,309.08
B30202100300	Roof hatch, with curb, 1" fiberglass insulation, 2'-6" x 3'-0", galvanized steel, 165 lbs	1		\$0.06	\$1,344.30

B30202102100	Smoke hatch, unlabeled, galvanized, 2'-6" x 3', not incl hand winch operator	8		\$0.60	\$12,964.78
C	Interiors		8.31%	\$7.06	\$153,643.57
C1010	Partitions			\$1.51	\$32,751.24
C10101045500	Concrete block (CMU) partition, light weight, hollow, 6" thick, no finish	626.4		\$0.31	\$6,732.59
C10101265400	Metal partition, 5/8" fire rated gypsum board face, no base, 3'-5/8" @ 24" OC framing, same opposite face, no insulation	1113.6		\$0.24	\$5,236.01
C10101280700	Gypsum board, 1 face only, exterior sheathing, fire resistant, 5/8"	11995.2		\$0.58	\$12,517.23
C10101280960	Add for the following: taping and finishing	11995.2		\$0.38	\$8,265.41
C1020	Interior Doors			\$0.49	\$10,742.02
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	8.7		\$0.49	\$10,742.02
C2010	Stair Construction			\$1.30	\$28,238.90
C20101100680	Stairs, steel, grate type w/nosing & rails, 20 risers, with landing	2		\$1.30	\$28,238.90
C3010	Wall Finishes			\$0.82	\$17,793.95
C30102202000	2 coats paint on masonry with block filler	1252.8		\$0.21	\$4,489.18
C30102300140	Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats	2227.2		\$0.10	\$2,083.50
C30102300140	Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats	11995.2		\$0.52	\$11,221.27
C3020	Floor Finishes			\$2.17	\$47,097.93
C30204100940	Concrete topping, hardeners, metallic additive, minimum	9787.5		\$0.58	\$12,719.05
C30204100960	Concrete topping, hardeners, metallic additive, maximum	9787.5		\$1.27	\$27,631.09
C30204101600	Vinyl, composition tile, maximum	2175		\$0.31	\$6,747.79
C3030	Ceiling Finishes			\$0.78	\$17,019.53
C30302107400	Acoustic ceilings, 3/4" mineral fiber, 12" x 12" tile, concealed 2" bar & channel grid, suspended support	2175		\$0.78	\$17,019.53
D	Services		24.65%	\$20.94	\$455,551.45
D2010	Plumbing Fixtures			\$0.65	\$14,161.14
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	1.45		\$0.24	\$5,218.95
D20102102000	Urinal, vitreous china, wall hung	0.72		\$0.05	\$1,041.68
D20103102040	Lavatory w/trim, wall hung, PE on CI, 18" x 15"	1.45		\$0.13	\$2,797.04
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.72		\$0.16	\$3,448.03
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.72		\$0.08	\$1,655.44
D2020	Domestic Water Distribution			\$0.25	\$5,455.70
D20202501780	Gas fired water heater, commercial, 100< F rise, 75.5 MBH input, 63 GPH	0.72		\$0.25	\$5,455.70
D2040	Rain Water Drainage			\$0.65	\$14,120.17
D20402102120	Roof drain, DWV PVC, 5" diam, 10' high	3.62		\$0.45	\$9,725.33
D20402106320	Roof drain, steel galv sch 40 threaded, 5" diam piping, for each additional foot add	68		\$0.20	\$4,394.84
D3020	Heat Generating Systems			\$4.97	\$108,203.87
D30201089000	Warehouse ventilization with heat system 24,000 CFM Supply and Exhaust	0.78		\$4.97	\$108,203.87
D3050	Terminal & Package Units			\$0.93	\$20,275.59
D30501503880	Rooftop, single zone, air conditioner, offices, 3,000 SF, 9.50 ton	2175		\$0.93	\$20,275.59
D4010	Sprinklers			\$4.30	\$93,497.16
D40104102250	Wet pipe sprinkler systems, grooved steel, black, sch 40 pipe, ordinary hazard, 1 floor, 10,000 SF	21750		\$4.30	\$93,497.16
D4020	Standpipes			\$0.57	\$12,454.87
D40203101580	Wet standpipe risers, class III, steel, black, sch 40, 6" diam pipe, 1 floor	0.72		\$0.57	\$12,454.87
D5010	Electrical Service/Distribution			\$0.86	\$18,628.44
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.15	\$3,185.75
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	50		\$0.11	\$2,293.96
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	1		\$0.60	\$13,148.73
D5020	Lighting and Branch Wiring			\$4.91	\$106,859.69
D50201100360	Receptacles incl plate, box, conduit, wire, 5 per 1000 SF, .6 watts per SF	21750		\$0.89	\$19,316.18
D50201300200	Wall switches, 1.0 per 1000 SF	10875		\$0.16	\$3,534.81

D50201350200	Miscellaneous power, to .5 watts	21750		\$0.17	\$3,756.88
D50201400240	Central air conditioning power, 3 watts	2175		\$0.07	\$1,446.72
D50202100500	Fluorescent fixtures recess mounted in ceiling, 0.8 watt per SF, 20 FC, 5 fixtures @32 watt per 1000 SF	19575		\$2.72	\$59,234.93
D50202100540	Fluorescent fixtures recess mounted in ceiling, 2.4 watt per SF, 60 FC, 15 fixtures @ 32 watt per 1000 SF	2175		\$0.90	\$19,570.17
D5030	Communications and Security			\$2.85	\$61,894.82
D50309100456	Communication and alarm systems, fire detection, addressable, 100 detectors, includes outlets, boxes, conduit and wire	0.72		\$2.73	\$59,368.87
D50309100460	Fire alarm command center, addressable without voice, excl. wire & conduit	0.72		\$0.12	\$2,525.95
E	Equipment & Furnishings		0.28%	\$0.23	\$5,102.55
E1030	Vehicular Equipment			\$0.23	\$5,102.55
E10303100130	Architectural equipment, dock boards, heavy duty, 5' x 5', aluminum, 5000 lb capacity	4.35		\$0.23	\$5,102.55
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$84.97	\$1,848,011.26
Contractor Fees (General Conditions,Overhead,Profit)			15.0 %	\$12.74	\$277,201.69
Architectural Fees			0.0 %	\$0.00	\$0.00
User Fees			0.0 %	\$0.00	\$0.00
Total Building Cost				\$97.71	\$2,125,212.95

Faribault Lockerby Redevelopment TIF District

Code Deficiency Cost Report

Parcel A Building 1 - 217 Mill Street Faribault, Minnesota 55021

Lockerby Main Building

Parcel ID 18.31.4.00.003

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Parking

Install code required accessible parking	\$	100.00	Lump	1	\$	100.00
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Accessible Routes

Install code required accessible route into the building	\$	1,000.00	Lump	1	\$	1,000.00
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Restroom

Modify restroom to comply with code	\$	0.42	SF	21,750	\$	9,135.00
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Drinking Fountain

Install code compliant drinking fountain	\$	0.08	SF	21,750	\$	1,740.00
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Transaction Counter

Modify transaction counter to comply with ADA code	\$	500.00	Lump	1	\$	500.00
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Staff Break Room

Modify staff break room to comply with ADA code	\$	500.00	Lump	1	\$	500.00
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Structural Elements

\$ -

Exiting

Thresholds

Modify thresholds to comply with code for maximum height	\$	100.00	EA	4	\$	400.00
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Stairways

Modify stairways to comply with code	\$	1,500.00	Lump	1	\$	1,500.00
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Door Hardware

Install code compliant door hardware	\$	250.00	EA	2	\$	500.00
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Elevated Platforms

Install code required 4-inch toe board	\$	500.00	Lump	1	\$	500.00
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Fire Protection

Smoke Detectors

Install code required smoke detectors	\$	2.73	SF	21,750	\$	59,377.50
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Emergency Lighting

Install code required emergency lighting	\$	0.70	SF	21,750	\$	15,225.00
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Emergency Notification System

Install code required emergency notification system	\$	0.12	SF	21,750	\$	2,610.00
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Building Sprinkler System

Install code required building sprinkler system	\$	4.87	SF	21,750	\$	105,922.50
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Exterior Electrical Transformer

Properly protect exterior transformer per code	\$	500.00	Lump	1	\$	500.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Exterior Natural Gas Meter				
	Properly protect exterior natural gas meter per code	\$ 500.00	Lump	1	\$ 500.00
Exterior Construction					
					\$ -
Roof Construction					
	Roofing Material				
	Remove failed roofing material	\$ 0.35	SF	11,550	\$ 4,042.50
	Install roofing material to prevent water intrusion per code	\$ 2.36	SF	11,550	\$ 27,258.00
Mechanical- Electrical					
	Mechanical				
	Install code compliant HVAC system	\$ 5.90	SF	21,750	\$ 128,325.00
	Electrical				
	Install code compliant electrical system in the building	\$ 4.91	SF	21,750	\$ 106,792.50
Total Code Improvements					\$ 466,428

Energy Code

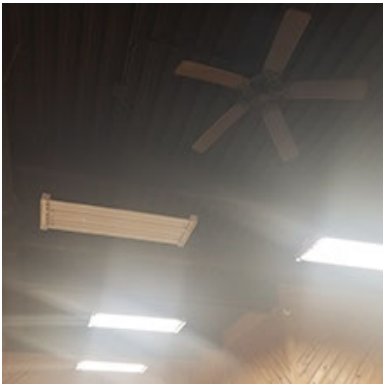
Faribault Lockerby Redevelopment TIF District - Lockerby Main Building



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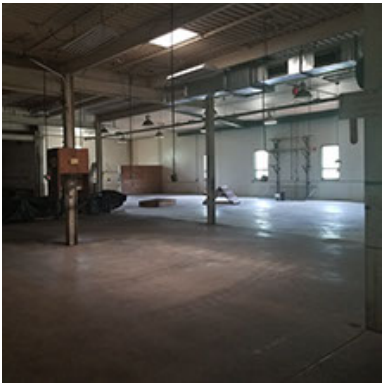
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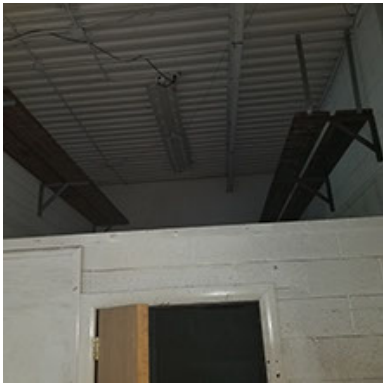
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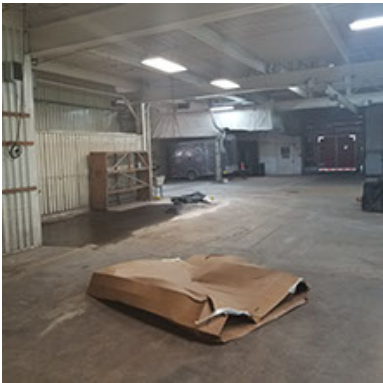
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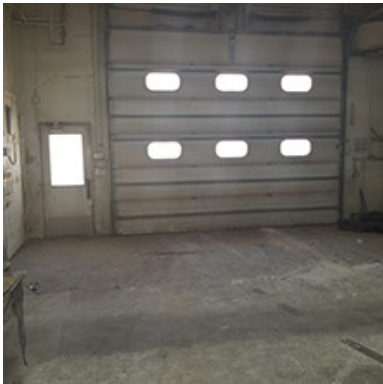


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Faribault Lockerby Redevelopment TIF District - Lockerby Main Building



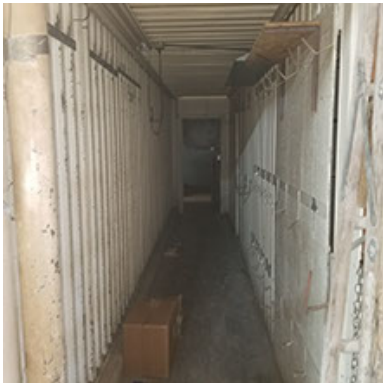
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Faribault Lockerby Redevelopment TIF District - Lockerby Main Building



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Faribault Lockerby Redevelopment TIF District - Lockerby Main Building



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Estimate Name:	217 Mill Street Annex	
Building Type:	Pole Building, Metal Panel / Metal Truss	
Location:	FARIBAULT, MN	 Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Story Count:	1	
Story Height (L.F.):	18	
Floor Area (S.F.):	5016	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2021 Quarter 1	
Cost Per Square Foot:	\$121.67	
Building Cost:	\$610,277.64	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		12.82%	\$13.56	\$68,039.52
A1010	Standard Foundations			\$3.06	\$15,336.76
A10101102900	Strip footing, concrete, reinforced, load 6.8 KLF, soil bearing capacity 3 KSF, 12" deep x 32" wide	284		\$2.90	\$14,533.27
A10102107300	Spread footings, 3000 PSI concrete, load 75K, soil bearing capacity 6 KSF, 4' - 0" square x 12" deep	2.51		\$0.16	\$803.49
A1030	Slab on Grade			\$8.94	\$44,827.64
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	5016		\$8.94	\$44,827.64
A2010	Basement Excavation			\$1.57	\$7,875.12
A20101102240	Excavate and fill, 1000 SF 4' sand, gravel, or common earth, off site storage	5016		\$1.57	\$7,875.12
B	Shell		30.29%	\$32.05	\$160,758.80
B1020	Roof Construction			\$9.04	\$45,344.64
B10201027200	Metal roof, truss, 4/12 slope, 12' O.C., 44' to 60' span	5016		\$9.04	\$45,344.64
B2010	Exterior Walls			\$5.85	\$29,333.80
B20101463400	Metal siding, steel, corrugated or ribbed, 20 ga, .0359" thick, galvanized	3578.4		\$4.99	\$25,016.67
B20101544100	Metal siding support, 18' building height, 30 PSF wind load, 25' column spacing, wind columns	3578.4		\$0.86	\$4,317.13
B2030	Exterior Doors			\$8.99	\$45,080.87
B20302205500	Door, steel, vertical lift, door with frame, motor operator, 16"-0" x 16"-0" opening	1.5		\$8.99	\$45,080.87
B3010	Roof Coverings			\$8.17	\$40,999.49
B30101300930	Roofing, corrugated, steel, galvanized, 26 ga, .91 PSF	5016		\$4.00	\$20,064.00
B30103200300	Insulation, rigid, roof deck, fiberboard, mineral, 1-1/2" thick, R4.17	5016		\$2.16	\$10,821.87
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	284		\$1.69	\$8,460.84
B30104300040	Flashing, aluminum, no backing sides, .019"	284		\$0.33	\$1,652.78
C	Interiors		2.39%	\$2.53	\$12,684.02
C1010	Partitions			\$0.55	\$2,752.77
C10101022000	Concrete block (CMU) partition, regular weight, hollow, 8" thick, no finish	250.8		\$0.55	\$2,752.77
C1020	Interior Doors			\$0.25	\$1,238.67
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	1		\$0.25	\$1,238.67
C1030	Fittings			\$0.21	\$1,065.77
C10301100860	Toilet partitions, cubicless, floor mounted, headrail braced, plastic laminate	1		\$0.21	\$1,065.77
C2010	Stair Construction			\$1.38	\$6,918.46
C20101100630	Stairs, steel, grate type w/nosing & rails, 12 risers, w/o landing	1		\$1.38	\$6,918.46
C3010	Wall Finishes			\$0.14	\$708.35
C30102300300	Painting, masonry or concrete, latex, brushwork, primer & 1 coat	501.6		\$0.14	\$708.35

D	Services		54.50%	\$57.65	\$289,193.87
D1010	Elevators and Lifts			\$14.92	\$74,827.20
D10101102200	Hydraulic, passenger elevator, 3000 lb, 2 floors, 100 FPM	1		\$14.92	\$74,827.20
D2010	Plumbing Fixtures			\$1.99	\$9,988.39
D20101102000	Water closet, vitreous china, tank type, 2 piece close coupled	1.71		\$0.49	\$2,456.58
D20102102040	Urinal, vitreous china, stall type	0.43		\$0.20	\$1,028.01
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	1.71		\$0.70	\$3,502.54
D20104404340	Service sink w/trim, PE on CI,wall hung w/rim guard, 24" x 20"	0.43		\$0.40	\$2,027.73
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.43		\$0.19	\$973.53
D2020	Domestic Water Distribution			\$3.28	\$16,444.23
D20202502260	Gas fired water heater, commercial, 100< F rise, 600 MBH input, 576 GPH	0.43		\$3.28	\$16,444.23
D2040	Rain Water Drainage			\$1.40	\$7,034.48
D20402104280	Roof drain, CI, soil,single hub, 5" diam, 10' high	2.01		\$1.09	\$5,458.50
D20402104320	Roof drain, CI, soil,single hub, 5" diam, for each additional foot add	28.09		\$0.31	\$1,575.98
D3050	Terminal & Package Units			\$4.35	\$21,833.04
D30501201070	Space heater, suspended, gas fired, propeller fan, 320 MBH	3		\$4.35	\$21,833.04
D4010	Sprinklers			\$10.25	\$51,414.00
D40104101000	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 500 SF	5016		\$10.25	\$51,414.00
D4020	Standpipes			\$6.85	\$34,358.25
D40203101580	Wet standpipe risers, class III, steel, black, sch 40, 6" diam pipe, 1 floor	2		\$6.85	\$34,358.25
D5010	Electrical Service/Distribution			\$1.09	\$5,447.08
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	0.31		\$0.20	\$998.73
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	25.08		\$0.23	\$1,150.65
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.25		\$0.66	\$3,297.70
D5020	Lighting and Branch Wiring			\$11.71	\$58,737.91
D50201100320	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 W per SF, with transformer	5016		\$2.65	\$13,305.84
D50201350200	Miscellaneous power, to .5 watts	5016		\$0.17	\$866.41
D50202260680	HID fixture, 16' above work plane, 3 watt/SF, type G, 157 FC, 3 fixtures per 1000 SF	5016		\$8.88	\$44,565.66
D5030	Communications and Security			\$1.82	\$9,109.29
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.25		\$1.12	\$5,625.21
D50309100460	Fire alarm command center, addressable without voice, excl. wire & conduit	1		\$0.69	\$3,484.08
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00

SubTotal	100%	\$105.80	\$530,676.21
Contractor Fees (General Conditions,Overhead,Profit)	15.0 %	\$15.87	\$79,601.43
Architectural Fees	0.0 %	\$0.00	\$0.00
User Fees	0.0 %	\$0.00	\$0.00
Total Building Cost		\$121.67	\$610,277.64

Faribault Lockerby Redevelopment TIF District

Code Deficiency Cost Report

Parcel A Building 2 - 217 Mill Street Faribault, Minnesota 55021

Lockerby Annex Building

Parcel ID 18.31.4.00.003

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Parking

Install code required accessible parking	\$ 100.00	Lump	1	\$ 100.00
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Accessible Routes

Install code required accessible route into the building	\$ 1,000.00	Lump	1	\$ 1,000.00
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Install code required accessible route to all levels of the building	\$ 14.92	SF	5,016	\$ 74,838.72
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Restroom

Install code required restroom	\$ 1.40	SF	5,016	\$ 7,022.40
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Drinking Fountain

Install code required drinking fountain	\$ 0.19	SF	5,016	\$ 953.04
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Structural Elements

\$ -

Exiting

Thresholds

Modify thresholds to comply with code for maximum height	\$ 100.00	EA	2	\$ 200.00
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Stairway

Modify stairway to comply with code	\$ 1.38	SF	5,016	\$ 6,922.08
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Door Hardware

Install code compliant door hardware	\$ 250.00	EA	2	\$ 500.00
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Fire Protection

Smoke Detectors

Install code required smoke detectors	\$ 1.12	SF	5,016	\$ 5,617.92
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Emergency Lighting

Install code required emergency lighting	\$ 0.35	SF	5,016	\$ 1,755.60
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Emergency Notification System

Install code required emergency notification system	\$ 1.12	SF	5,016	\$ 5,617.92
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Building Sprinkler System

Install code required building sprinkler system	\$ 17.10	SF	5,016	\$ 85,773.60
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Exterior Construction

\$ -

Roof Construction

Roofing Material

code	\$ 0.75	SF	5,016	\$ 3,762.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Mechanical- Electrical					
	Mechanical				
	Install code compliant HVAC system	\$ 4.35	SF	5,016	\$ 21,819.60
	Install code required potable water to the building	\$ 1.11	SF	5,016	\$ 5,567.76
	Electrical				
	Install code compliant electrical system in the building	\$ 12.80	SF	5,016	\$ 64,204.80
Total Code Improvements					\$ 285,655

Energy Code

Faribault Lockerby Redevelopment TIF District - Lockerby Annex Building



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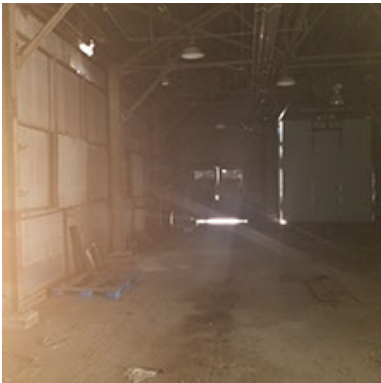
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Faribault Lockerby Redevelopment TIF District - Lockerby Outbuildings



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Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
Paul Peanasky, Parks and Recreation Director
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-097 Accept Donations Made to the City of Faribault

Background:

Recently, the Police Department and the Parks and Recreation Department received monetary donations. These donations are received to support existing and new programs and to provide enhancements to the City of Faribault.

Donations made to the Police Department were made in memory of Ted Erickson. Dr. Erickson was a well respected dentist for many years serving the citizens of Faribault. The donations were requested to be put toward our K9 program to assist with ongoing costs.

Donations were made to the Faribault Parks and Recreation Department to support the Tommy Allen Scholarship Fund, Safety Camp and for CPR Equipment.

Recommendation:

Accept donations made to the City of Faribault.

Attachments:

1. Resolution 2022-097 Accept Donations Made to the City of Faribault
2. Note from Jamie Erickson

CITY OF FARIBAULT

RESOLUTION #2022-097

ACCEPT DONATIONS TO THE CITY OF FARIBAULT

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

WHEREAS, Faribault Police Department is responsible for providing professional law enforcement services to the City; and

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

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

Tommy Allen Scholarship Fund	\$ 100.00
Safety Camp	\$ 2,450.00
CPR Equipment	\$ 5,400.00; and

WHEREAS, Faribault Police Department received the following donations to be used towards the listed account;

K9 Program	\$ 100.00
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NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$7,950.00 for the specified funds and authorize the Faribault Police Department to accept the donations of \$100.00 for use in the department's K9 program.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DONATIONS

Tommy Allen Scholarship Fund

Renee and Ronald Morris	\$	100.00
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Safety Camp

Compeer Financial	\$	500.00
Richie Eye Clinic		200.00
Southern Heights Dental Group		200.00
Allina Health System		500.00
LaCanne Electric LLC		200.00
HomeTown Credit Union		200.00
1 st United Bank		200.00
Mercury Corporation		200.00
Tri-Lakes Sportmen's Club, Inc.		50.00
State Bank of Faribault		<u>200.00</u>
Total	\$	2,450.00

CPR Equipment

Hannah Lips Foundation	\$	5,400.00
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K9 Program

Jamie Erickson	\$	50.00
Ruth Larson		<u>50.00</u>
Total	\$	100.00

These donations are made in
memory of my husband,
Ted Erickson.

Jamie Erickson



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-099 Accept Creative Support for Organizations Grant

Background:

Faribault Parks and Recreation Department was recently awarded a Creative Support for Organizations Grant by the Minnesota State Arts Board for the amount of \$10,550.00. This grant was requested to assist with funding the summer Concerts in the Park Series.

This is a request to accept the grant in the amount of \$10,550.00 to be used for the 2022 Concerts in the Park series.

Recommendation:

Staff recommends approval of Resolution 2022-099 Accept Creative Support for Organizations Grant in the amount of \$10,550.00.

Attachments:

1. Resolution 2022-099 Accept Creative Support for Organizations Grant
2. Award Letter & Contract

CITY OF FARIBAULT

RESOLUTION #2022-099

ACCEPT CREATIVE SUPPORT FOR ORGANIZATIONS GRANT

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

WHEREAS, the Minnesota State Arts Board has allocated funding in the form of the Creative Support for Organizations Grant to the Faribault Parks and Recreation Department on behalf of the Concerts in the Park series; and

WHEREAS, the Faribault Parks and Recreation Department is eligible to receive \$10,550.00 in funding; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Parks and Recreation Department to accept the Creative Support for Organizations Grant in the amount of \$10,550.00.

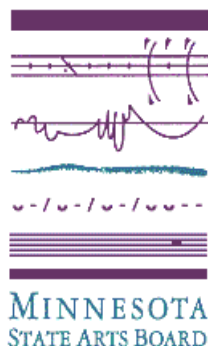
Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



1/28/2022

City of Faribault
15 Division St W
Faribault MN, 55021

Dear Paul Peanasky:

Congratulations! At its January 13 meeting, the Minnesota State Arts Board approved a \$10,550 Creative Support for Organizations grant to your organization. We know that the coronavirus pandemic is having a profound impact on the way arts programming can be created and offered and is taking a serious economic toll on arts organizations in our state. We hope these funds will help you stay connected to your communities during this challenging time.

Please take time to read the grant contract carefully. Once you've read and understand the limits and requirements of the grant, please sign the last page with a digital DocuSign signature. **The Arts Board cannot make payments, and you may not spend grant funds or charge expenses to the grant, until the contract is signed by all parties, or the grant period start date, whichever is later.**

The following steps are instructions for how to complete your DocuSign signatures:

- The organization's primary contact person will be sent two emails, one for each authorizing official.
- The primary contact will be asked to forward the DocuSign contract to the appropriate authorizing officials, so they can sign the contract.

Each authorizing official should follow the steps as outlined below:

1. Read through this award letter and the following grant contract.
2. The final page of the contract is a signature page. Please sign in the appropriate Grantee signature box.
3. Once signed, click "Finish" at the bottom of the final page to complete the signing process.

Once all signatures have been obtained, your organization's primary contact person will receive another email from DocuSign with a copy of the completed contract. An electronic copy of your contract will also be attached to your WebGrants file so it will be available whenever you need to refer to it. It's important that you understand and adhere to all parts of the contract. The following sections are called out only because they are some of the most frequently asked contract questions.

Section C: Term of grant contract. The grant period will begin on March 1, 2022, or the date that all required parties have signed the contract, whichever is later. The grant period end date is listed in this section. All grant supported activities must take place, and all grant funds must be expended, within the grant period.

Section D: Consideration and payment: You can expect to receive your grant payment approximately three weeks after the “payable in full” date indicated in this section of the contract.

Section F. Amendments. We know that the pandemic is causing a great deal of uncertainty, making it difficult to plan and carry out activities. If you need to make significant changes in the activities or expenses you proposed in your application, please contact us and we can discuss a potential contract amendment.

Section H: Acknowledgment. Refer to this section to ensure that you use proper language and logos when acknowledging Arts Board support. Your grant is made possible by the citizens of Minnesota through appropriations from the Minnesota State Legislature. It’s vital that Minnesotans understand how their tax dollars are being used and it’s vital that legislators see evidence of the impact tax dollars are having throughout the state.

Please be sure to share this information with your communications and marketing staff and underscore with them the importance of proper acknowledgement. The Arts Board may impose consequences if grants are not properly acknowledged.

Section I: Reporting. This section indicates the date that your final report will be due. The Arts Board will provide a report form for you to use. You’ll need to describe how you used the funds and what outcomes you achieved. You’ll also need to document the expenses that you charged to the grant.

Public dollars belong to, and must benefit, the public. It is crucial that your participants understand how this funding makes the arts experiences you offer possible. Use your ongoing communication vehicles and your media outlets to share stories of how your work is enriching and transforming lives. It is also crucial that public officials understand the impact their investments are having. Please take a minute today to send a letter to your state legislators, thanking them for their support of arts funding. Help them understand how state grant dollars benefit Minnesota residents in your area and find ways to keep them informed about your activities throughout the grant period. Here is a link to help you locate your district’s elected officials: <http://www.gis.leg.mn/OpenLayers/districts/>.

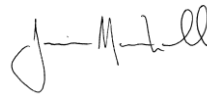
If you have questions about the Creative Support for Organizations program, your grant, or this grant contract, please contact us by phone at (651) 539-2671 or toll-free at (800) 866-2787, or via email at CreativeSupport-Organizations@arts.state.mn.us.

The arts have power to sooth, connect, and inspire during these difficult times. Thank you for all you are doing to keep the arts present in the lives of Minnesota residents and communities!

Sincerely,

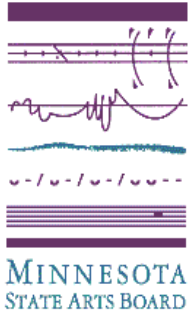


Rina Rossi
Program Officer



Jamie Marshall
Program Officer

Attachment: FY 2022 grant
contract cc: Grant file
«cc_CEO»



Minnesota State Arts Board
540 Fairview Avenue North, Suite 304
Saint Paul, MN 55104
(651) 539-2650 | (800) 866-2787

FISCAL YEAR 2022
CREATIVE SUPPORT FOR ORGANIZATIONS

Grant Number 117578

Legal Name City of Faribault

This grant contract is between the State of Minnesota, acting through its Board of the Arts (referred to as the "Board"), and City of Faribault (referred to as the "Grantee").

Whereas, Minnesota Statutes 2020, section 129D.04, authorizes the Board to distribute grants, loans, and other forms of assistance for artistic activities; and

Whereas the Minnesota State Legislature appropriated \$7,541,000 from the State's general fund to the Minnesota State Arts Board for fiscal year 2022 (Laws of Minnesota 2021, First Special Session, chapter 12, article 1, section 24, subdivision 1); and

Whereas, the Minnesota State Legislature appropriated \$34,372,000 from the State's arts and cultural heritage fund to the Minnesota State Arts Board for fiscal year 2022 arts grant programs and services (Laws of Minnesota 2021, First Special Session, chapter 1, article 4, section 2, subdivision 3); and

Whereas, the United States Congress, acting through the National Endowment for the Arts, has awarded \$863,300 to the Minnesota State Arts Board for fiscal year 2022 for arts programs and priorities in Minnesota;

Whereas the Board has instituted a pilot grant program, Creative Support for Organizations, and has selected the applicant as a Grantee in that program;

Therefore, the Board agrees to award to the Grantee a fiscal year 2022 Creative Support for Organizations grant in support of eligible costs as described in the Grantee's Application; and

The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the Board. Pursuant to Minnesota Statutes §16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Therefore, the Board and Grantee agree to the following terms and conditions, and further agree that Grantee's failure to comply with any of the requirements of this contract may jeopardize its eligibility to apply for or receive future Arts Board grants.

A. PURPOSE

The purpose of this grant program is to help arts organizations, and nonarts organizations that regularly offer arts programming as an integral part of their mission, adapt to the changing environment caused by the global pandemic. Grantees will be able to determine how best to use funds to stay relevant and connected to the audiences, participants, students, or communities that participate in their regular arts programming. By using their creativity and connection to community, this grant program is intended to help Minnesota organizations maintain the long-term viability of their arts programming so that Minnesota residents and communities will maintain access and connection to the arts.

B. DEFINITIONS

For the purpose of this grant contract the following terms shall have the meanings given to them.

“Arts and cultural heritage fund” means the special fund, created by the Minnesota Constitution, article XI, section 15, proceeds of which may be spent only for arts, arts education, and arts access and to preserve Minnesota’s history and cultural heritage.

“Authorizing official” means the individual delegated authority to enter into contracts and accept grants for the Grantee's organization (e.g. president or comparable officer, executive director, board chair).

“Primary contact person” means the individual with delegated authority to act for the Grantee's organization on grant activity matters such as signing off on final reports and routine contact with the Board.

“Application” means the official set of forms supplied by the Board and submitted by the Grantee, including any required attachments, which is stored in WebGrants and incorporated into this contract. To open the Application, select Login to WebGrants from the front page of the Board’s Web site at <http://www.arts.state.mn.us/>, enter log in information, select My Grants and the title of the grant that matches grant number listed on page one of this grant contract.

“Event” means a performance, exhibition, screening, workshop, class, or any other activity intended for an audience or group of participants.

C. TERM OF GRANT CONTRACT

Effective date: This grant contract shall take effect on March 1, 2022, or the date the Board obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. Per Minnesota Statute §16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work, and may not expend any grant funds, under this grant contract until the effective date of this grant contract and the Board has notified the Grantee that work may commence.

Expiration date: This grant contract shall end on February 28, 2023, or the date that all obligations have been satisfactorily fulfilled, whichever occurs first.

All eligible costs must be incurred between the effective date and the expiration date of the grant contract.

D. CONSIDERATION AND PAYMENT

The State will pay for services performed by the Grantee under this grant contract as outlined below.

The total obligation of the State for all compensation to the Grantee under this grant contract will not exceed \$10,550.

Grant contracts that are fully executed will be payable in full on March 20, 2022. Allow three weeks after this date for receipt of scheduled payment.

The Grantee agrees to return to the Board all funds not spent at the end of the grant period.

The Board advances payments on all grants. The justification for making advance payment is as follows: The Board uses a stringent, competitive review process to determine which organizations to fund; this process ensures that there will be no substantial losses to the State. The agency has had a long-standing tradition of advancing payments to Grantees. Advance payments ensure that activities can begin immediately upon grant contract execution, therefore increasing the amount of time the Grantee has for successful completion of grant outcomes. Advance payments reduce the financial burden a Grantee might suffer waiting for the State to process reimbursements. A rigorous, citizen-driven review process and a practice of making advance payments enable the Board to make the most efficient use of its administrative resources.

Federal Funds

If no federal grant number, CFDA number, and federal fund amount are listed in this section then no federal funds were used to fund this grant contract. Payments under this grant contract will be made from federal funds obtained by the Board from the National Endowment for the Arts, awarded June 21, 2021, to support partnership agreement activities, federal grant number N/A, and CFDA number N/A. The amount of federal funds included in this grant contract is \$0. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee’s failure to comply with federal requirements.

E. THE GRANT ACTIVITIES AND USE OF GRANT FUNDS

The Grantee shall use grant funds to support the activities described in the Grantee's Application and agrees that the funds received from the Board shall not be used to support any of the following purposes:

1. To support activities in which artists are required to pay excessive artist entry or exhibition fees;
2. To pay debts incurred before the grant period begins;
3. To support activities which are essentially for the religious socialization of the participants or audience;
4. To support activities in primary or secondary level parochial schools;
5. To pay for capital costs, such as improvements, construction, property, or equipment costing \$5,000 or more;
6. To pay bad debts or contingency funds, fines and penalties, interest and other financial costs, or the under-recovery of costs from one grant contract charged to other grant contracts;
7. To start, match, add to, or complete any type of capital campaign (such as endowment, debt retirement, or building campaign);
8. To make political contributions or donations, pay lobbyists' fees, to cover entertainment costs, or to support activities that attempt to influence any state or federal legislation or appropriation;
9. To support activities taking place after the end of the grant period;
10. To support an event that is not open to the general public or an event that does not establish admission charges when feasible;
11. To support projects, programs, or activities that take place outside the state of Minnesota.

In addition to the above conditions, the Grantee agrees that the arts and cultural heritage funds shall be used to:

1. Supplement and not substitute for traditional sources of funding. The Arts Board defines "traditional sources" as funds received from the State of Minnesota's general fund or capital investment budget.
2. Support projects, programs, or activities that have measurable outcomes, and a plan for measuring and evaluating the results.
3. Support only those administrative, indirect, or institutional overhead costs that are directly related to and necessary for carrying out Grantee's projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

Arts and cultural heritage funds may not be spent on administrative, indirect, or institutional overhead costs unless they are directly related to and necessary for Grantee's projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

F. AMENDMENTS

Amendments to this grant contract shall be in writing using the contract amendment form available from the Board and shall not be effective until it has been executed and approved by the same parties who made the original contract, or their authorized successors or designees. The Grantee agrees to submit any request to amend the contract to the Board during the term of the contract (see section C. Term of Grant Contract), and not later than 30 days prior to making any desired changes in the contract activities. Changes that will significantly alter proposed activities or budget must be submitted and approved in advance.

G. NOTIFICATION AND CHANGES REQUIRING PRIOR APPROVAL

The Grantee agrees to notify the Board, in writing, immediately of any change in the primary contact person or authorizing official, address, e-mail, or phone numbers relative to this grant contract.

H. ACKNOWLEDGMENT

Grantee must acknowledge this Minnesota State Arts Board grant. Publications, printed programs, or other graphic material related to activities supported must use the Arts Board and Minnesota legacy logos, and the following credit line:

This activity is made possible by the voters of Minnesota through a grant from the Minnesota State Arts Board, thanks to a legislative appropriation from the arts and cultural heritage fund.

Using the Arts Board and Minnesota legacy logos are required, however using the logos alone is not sufficient to meet this requirement; the text must also be included. Digital files for the required logos can be downloaded from the Board's Web site at <http://www.arts.state.mn.us/grants/support.htm>.

Oral acknowledgment should be given at any event for which there is no printed program, and in interviews with the media.

I. FINAL REPORT

The Grantee agrees to report to the Board using the final report form, supplied by the Board, and submit one sample acknowledgment, as described in section H of this grant contract, by March 30, 2023. If that date falls on a weekend or holiday, the final report is due on the next business day. Grantee will be expected to report on activities that were supported and outcomes that were achieved as a result of this grant, and shall account for all funds awarded through this grant contract.

The Grantee agrees to return to the Board all funds not spent on the activities for which these funds were awarded within 30 days of the end of the grant period.

These obligations survive the expiration date of this grant contract.

J. RECORDKEEPING, AUDITS, AND MAINTENANCE OF RECORDS

The Grantee agrees to abide by the financial record keeping standards that require the Grantee to:

1. Provide for accurate, current, and complete disclosure of the financial results of the grant activities in accordance with Board reporting requirements;
2. Maintain records that identify adequately the source and application of funds for grant supported activities;
3. Provide effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes;
4. Provide a comparison of actual with budgeted amounts for the grant;
5. Provide principles and standards for determining allowable costs applicable to this grant (see Grant Activities and Use of Grant Funds section of this contract); and
6. Maintain accounting records that are supported by source documentation.

If Grantee received \$750,000 or more in a year from the federal government, the Grantee shall also comply with federal audit requirements in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and Title 2, "Office of Management and Budget Guidance for Grants and Agreements Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If a Single Audit is required, the Grantee agrees to forward one copy to the State Auditor's Office.

Under Minnesota Statutes 16B.98, subdivision 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to this grant agreement are subject to examination by the Board and the legislative auditor for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. This authority also is extended to the National Endowment for the Arts, the comptroller general of the United States, or any other duly authorized representative of state or federal government. The examination and use may include the making of audits, excerpts, transcripts, and other lawful purposes.

The fiscal records to be retained include, but are not limited to, invoices, receipts, canceled checks, supporting documents, statistical records, and all other records relating to this grant contract.

The program records to be retained include, but are not limited to, printed programs, posters, newspaper articles, and other publicity and information relating to this grant contract, as well as documentation appropriate to the grant activities.

These obligations survive the expiration date of this grant contract.

K. TERMINATION, RESCINDMENT, AND PENALTIES

This grant contract may be terminated at any time by mutual written agreement of the Board and Grantee; or upon written notice to the Grantee from the Board in the event the Grantee fails to comply with one or more of the conditions set forth in this grant contract.

The Grantee is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in relation to the use of these funds. Failure to comply may result in termination or forfeiture of the grant.

In the event of termination, the Grantee agrees to return all funds that have not been expended as of the date of the termination and all funds that the Board determines were spent in violation of this grant contract.

The Board may assign penalties for Grantee's failure to comply with any requirements of this contract.

These obligations survive the expiration date of this grant contract.

L. BOARD'S AUTHORIZED AGENT

The Board's authorized agent for the purposes of administration of this grant contract is the executive director. The Board's contact for the purposes of this grant contract is:

Rina Rossi at Rina.Rossi@arts.state.mn.us or (651) 539-2661 or (800) 866-2787.

M. ASSIGNMENT, WAIVER, AND GRANT CONTRACT COMPLETE

Assignment: The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the Board, approved by the same parties who executed and approved this grant contract, or their successors in office.

Waiver: If the Board fails to enforce a provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

Grant Contract Complete: This grant contract contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

N. LIABILITY

The Grantee agrees to indemnify and save and hold harmless the State of Minnesota, the Board, its agents, and employees from any and all claims or causes of action arising from or relating in any way to the grant activities by Grantee or Grantee's agents or employees. This clause shall not be construed to bar any legal remedies the Grantee may have for the Board's failure to fulfill its obligations pursuant to this grant contract.

This provision shall survive the termination of this grant contract.

O. AFFIRMATIVE ACTION

The Grantee certifies having received a certificate of compliance from the commissioner of human rights pursuant to Minnesota Statutes, section 363A.36, when applicable.

P. WORKERS' COMPENSATION

In accordance with the provisions of Minnesota Statutes, the Grantee certifies compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

Q. ANTITRUST

The Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and services provided in connection with this grant contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, when applicable.

R. BOARD RULES

The Grantee agrees to comply with the rules of the Board, Minnesota Rules, chapter 1900, pertinent to the grant program of this grant contract. If and to the extent that this grant contract is construed to be inconsistent with the rules of the Board, the rules shall govern.

S. DATA DISCLOSURE

Under Minnesota Statutes § 270C.65, subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Board, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

These obligations survive the expiration date of this grant contract.

T. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. The venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

U. FEDERAL COMPLIANCE

The Grantee agrees to abide by all requirements of federal law applicable to programs funded in whole or in part by the National Endowment for the Arts including, but not limited to, the laws listed herein. General descriptions of those laws pertinent to this grant contract are provided below for the convenience of the Grantee only and are not intended to, and do not, interpret those laws. Grantee should consult the actual laws or legal counsel to determine their requirements and applicability.

National Endowment for the Arts regulations: 45 C.F.R. parts 1110, 1151, 1153, 1154, 1157, 1158.

General Terms and Conditions of National Endowment for the Arts grants are available on the NEA Web site at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.

Age Discrimination Act of 1975: This act provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance as specified under 42 U.S.C. 6102.

Fair Labor Standards: Federal law requires that labor standards on activities assisted in part by funds from the National Endowment for the Arts must comply with 29 C.F.R. Part 505.

Discrimination on the Basis of Race, Color, or National Origin: No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities, as specified under 42 U.S.C. 2000d.

Debarment and Suspension: Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency, nor has, within the three years preceding the submission of the application for this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with a public (federal, state, or local) transaction or a grant contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; had any public transactions terminated for cause or default; or is presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the preceding offenses.

Drug-Free Workplace Act of 1988: The Grantee is required to certify to the Board that it will provide a drug-free workplace [45 C.F.R., part 1154.600(a) (1)]. Grantees should refer to 45 C.F.R., part 1154, Appendix C, for language regarding the required certification.

Discrimination of Individuals With A Disability: No otherwise qualified individual with a disability in the United States, shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities pursuant to 29 U.S.C. section 794 (Rehabilitation Act of 1973). The phrase "individual with a disability" means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such an impairment, or (c) is regarded as having such an impairment and as otherwise defined by 29 U.S.C. section 705 (20).

Americans with Disabilities Act of 1990 (ADA): The ADA encompasses private sector entities that serve the public including arts organizations that do not receive federal support, retail businesses, movie theaters, and restaurants. It extends accessibility requirements for individuals with disabilities to the private sector.

Lobbying: The federal provisions regarding the use of National Endowment for the Arts funds for lobbying activities are included in two provisions. 18 U.S.C. Sec. 1913, "Lobbying with appropriated moneys," prohibits any federally appropriated funds to be used directly or indirectly to pay for activities intended or designed to influence a member of Congress. In addition, 31 U.S.C. Sec. 1352, "Certification regarding lobbying," prohibits the use of federally appropriated funds to pay costs associated with lobbying members of Congress, employees of Congress, and employees of federal agencies regarding the award or amendment of any federal grant, cooperative agreement, contract, or loan. Exempted from the definition of lobbying are certain agency and legislative liaison activities and professional and technical services. Use of nonfederal funds for such activities must be disclosed to the federal agency. Exempted from the disclosure requirement are lobbying activities of long-term employees.

Sex Discrimination: No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance, as specified under Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, as amended.

V. PATENTS AND COPYRIGHTS

To the extent allowable by federal law, any and all patents, copyrights, or other legal interest in and relevant to the grant activities, or materials generated in pursuance of the grant activities, shall be the sole and exclusive property of the Grantee or the Grantee's designee.

W. OTHER PROVISIONS

If the Grantee is a business or private enterprise that receives grants or loans from the State of Minnesota in amounts over \$200,000 a year, it must list any vacant or new positions with the state work force centers in accordance with Minnesota Statutes, section 116L.66.

X. ACCEPTANCE OF GRANT CONTRACT

This grant contract shall not be considered accepted, approved, or effective until all required signatures are affixed. The Grantee is responsible for the obligations contained herein. If the terms of this grant contract are not clearly understood, Grantees are advised to seek assistance before signing.

For the purposes of execution, the signatures of two different corporate officials, having the authority to enter into this grant contract on Grantee's behalf, are required.

1.

GRANTEE	

Authorizing official, printed name	

Signature	

Title	

Date	

3.

MINNESOTA STATE ARTS BOARD	
Susanne K. Gens	
Authorizing official, printed name	
DocuSigned by:	
<i>Susanne K. Gens</i>	
643ED68758D94E5...	
Signature	
Executive director	
Title	
3/11/2022	
Date	

2.

GRANTEE	

Authorizing official, printed name	

Signature	

Title	

Date	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: May 10, 2022
SUBJECT: Approve Reclassification of Accounting Supervisor and Job Description

Background:

The City provided job documentation for the Accounting Supervisor position to get it reevaluated through our compensation and classification system. The position was evaluated and a new job description created, with the recommendation that follows:

Since the Accounting Supervisor position has been restructured and a new job description created, it is now recommended to be the Assistant Finance Director. In reviewing the job documentation provided, an increase in complexity and authority was noted. A points-based job evaluation was completed, and the position was reviewed on several factors. As a result of the evaluation score of 724, it is recommended that this position be moved from Grade L to Grade M in the City's Compensation Plan.

Recommendation:

Approve Reclassification of Position

Attachments:

1. Assistant Finance Director 2022

City of Faribault Position Description

Position Title: Assistant Finance Director
Department: Finance
Reports to: Finance Director
Date: March 2022

PRIMARY OBJECTIVE OF POSITION

The Assistant Finance Director is responsible for the supervision and performance management of highly technical and detailed accounting work related to the overall organization, including the Economic Development Authority (EDA) & Housing Redevelopment Authority (HRA). This position is accountable for performing high-level general accounting duties, treasury & debt management, and complex analytical work in the preparation of the annual audit, budget, and 5-year capital improvement plan.

ESSENTIAL FUNCTIONS

Provides leadership and coaching through on-going review and feedback concerning department goals. Supervises various operational areas including utility billing, accounts receivable, and accounts payables. Ensures effective and efficient operations in these areas. Directs the daily activities of the Finance Department staff. Plans, prioritizes and assigns tasks and projects, monitors work, plans and coordinates professional development activities, as well as participates in selection process, evaluates performance, plans and coordinates professional development activities, and implements corrective action as necessary.

Provides direction and key support for all financial functions of the City, as well as process improvements. This includes but is not limited to budget preparation, financial reporting, special assessments, claims and disbursements, general and utility billing, cash receipting, bank reconciliations, reporting of investments of municipal funds, capital asset management, as well as, risk and debt management.

Performs complex accounting functions. Conducts financial, statistical, and analytical studies, including cost and rate analysis. Prepares and assists in the preparation of financial and regulatory reports, statements and claims for reimbursement according to prescribed guidelines. Reviews and reconciles account and fund balances. Researches and analyzes financial data for internal and external customers.

Maintains the central general ledger accounting and financial reporting systems as well as subsidiary financial systems, including management of the chart of accounts in accordance with state reporting and regulatory requirements, and system securities. Reviews, approves and posts revenues and expenditures, accounting controls, reconciliations, journal entries and other related activities for accuracy, completeness, and uniformity to rules, regulations, and laws.

Ensures all accounting records conform to generally accepted government accounting principles, and provide an accurate representation of the City's financial condition. Including management of the annual independent audit ensuring compliance as well as the preparation of the Annual Comprehensive Financial Report for the City including submission to the GFOA award program for excellence in reporting.

Coordinates the preparation of the City's annual 5-Year Capital Improvement Plan (CIP) document that is approved by City Council. Ensures annual updates to the CIP and proper reflection within the annual budgets.

Coordinates preparation of a variety of financial reports for use by outside entities; (e.g. State Auditor, State Finance Department, Rice County, Insurance Companies, and also including HUD reporting assistance.

Prepares and maintains various accounting and engineering schedules for engineering projects such as special assessments for projects, delinquent utility bills and certifications to the county annually.

Provides technical accounting assistance to internal and external customers on various financial issues. Performs financial analysis and tracking related to capital projects, grants, loan programs and all other aspects as required for special projects.

Assists the Finance Director in developing, prioritizing and implementing department goals, in developing financial management strategies and policies, in managing financial risks for the organization, and in establishing and monitoring sensible internal controls.

Provides backup for the Finance Director as needed.

Assists in coordinating and supervising other finance projects and other duties as assigned or apparent.

POSITION REQUIREMENTS

Education: Bachelor Degree in Finance, Accounting, or related field.

Experience: Five or more years of progressively responsible experience in a government finance department or as a governmental auditor including supervisory experience. Three years of experience with governmental accounting principles and Comprehensive Annual Financial Reports. Three years of experience supervising employees with proven ability to manage a team while incorporating a degree of flexibility and being attentive to details. Working knowledge of governmental accounting principles and related laws and regulations. Equivalent combination of Career, education, and life experience may be substituted for these qualifications.

Desired Qualifications:

- Master's degree in accounting, CPA license, or Certified Public Finance Officer (CPFO) designation.
- Experience with and understanding of municipal fund accounting.
- Experience with enterprise resource planning systems.
- Experience with Tax Increment Financing (TIF) District reporting.
- Experience or knowledge of Public Housing Agency or HRA financial processes.
- Highly collaborative with a communicative, team oriented and approachable management style.

Licenses or Certifications:

Valid State Class D Driver's License.

Technical Skills:

Computerized accounting systems, proficiency in Microsoft Office applications, and proficiency in spreadsheets. Knowledge of GAAP and GASB and financial software. Ability to analyze and interpret fiscal and accounting records, prepare comprehensive financial statements and reports, and to recommend and administer general controlling policies. Strong analytical, problem solving, and decision-making skills.

TOOLS AND EQUIPMENT USED

Desktop and laptop computers, including word processing, spreadsheets, database, and presentation software, as well as numerous financial program applications. Motor vehicles, telephone, fax machine, calculator, scanners, and copy machines.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is frequently required to sit; talk; hear; read; use hands to finger, handle, feel, or operate tools or controls; and reach with hands and arms. Hand-eye coordination is necessary to operator computers and various pieces of office equipment. The employee is required to walk, traverse stairs, and move about various types of environmental and geographic settings. Must be able to drive a car for local as well as long distance travel. Lifting, pushing/pulling, or carrying objects up to twenty-five (25) pounds is sometimes required. Repetitive movements of the hands are sometimes required. Audio, visual, and verbal functions are essential functions to performing this position, including the ability to regularly communicate with other department staff, other agencies, consulting firms, and the public.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

The majority of work is performed within an office setting; however, some outdoor work may be required such as at infrastructure maintenance activities, construction sites, or other operational sites.

The noise level in the environment is usually quiet in the office, and moderate in the field.

OTHER

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: May 10, 2022
SUBJECT: Approve LG220 Application for Exempt Permit for Catholic United Financial 13 SS Lawrence/Anne

Background:

City Staff recieved a LG220 Application for Exempt Permit from Catholic United Financial Council 13 SS Lawrence/Anne for a raffle that will be held on June 30, 202 at Bethlehem Academy, located at 105 3rd Ave SW.

Recommendation:

Approve LG220

Attachments:

1. LG220 - BA

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Catholic United Financial Council 13 SS Lawrence/Anne Previous Gambling Permit Number: [REDACTED]

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

Mailing Address: 22445 Morristown Blvd

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

Name of Chief Executive Officer (CEO): Connie DeGrood

CEO Daytime Phone: 507-838-1785 CEO Email: cdegrood62@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: Faribault Zip: 55021 County: Rice
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 6/30/2022

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

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

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

LG220 Application for Exempt Permit

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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 ☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied. 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 ☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied. 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 exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Connie DeGrood Date: 4/19/2022
(Signature must be CEO's signature; designee may not sign)

Print Name: Connie DeGrood

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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 Depart-

ment 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.

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

An equal opportunity employer



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-105 Approve Master Partnership Contract with Minnesota Department of Transportation for State FY 2023-2027

Background:

Attached is a resolution approving a Master Partnership Contract between the City and MnDOT to provide various transportation related services. This is a renewal of the current contract, which expires at the end of June, 2022. A copy of the contract is attached.

This is a standard agreement that MnDOT has with most cities and counties throughout the state, and is required in order to have MnDOT provide any services to the City without having to negotiate a new contract in each instance. A written request for services will still be necessary, but can be accomplished at the staff level. Typical services that we have MnDOT provide are the annual bridge inspections and some construction materials testing/inspection. The agreement will be for a 5-year period, the same as the previous one.

Recommendation:

Approve Resolution 2022-105 Approve Master Partnership Contract with Minnesota Department of Transportation for State FY 2023-2027

Attachments:

1. Resolution 2022-105 Approve Master Services Contract with MNDOT for FY 2023-2027
2. Agreement No. 1050102 - 2023-2027 Master Partnership Contract_FaribaultCity_D6

CITY OF FARIBAULT

RESOLUTION #2022-105

APPROVE MASTER PARTNERSHIP CONTRACT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION FOR STATE FY 2023-2027

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council on May 10, 2022.

ALSO BE IT RESOLVED, that the Mayor and City Administrator are authorized to execute such contract, and any amendments thereto.

ALSO BE IT RESOLVED, That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Faribault without further approval by this Council.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Faribault City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 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.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050102W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract 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 contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract 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 or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party 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 the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source		
Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



Request for Council Action

TO: Mayor and City Council
THROUGH: Development Review Committee
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic
Development Director
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-101 Approve a Public Art
Application for a Mural at 311 Heritage Place

Background:

Jeff LeBeau of Depot Restaurant has applied for Public Art (Mural) approval for the west wall of the Depot Restaurant at 311 Heritage Place. The mural will be painted by Jeff Jarvis of West Wood Studio. It depicts a passenger train with the viaduct and Shattuck's arch in the background and includes text referencing the City as the Athens of the West. The proposed mural will be 8 feet by 10 feet in size.

The proposal meets the City Public Art Policy. The Development Review Committee reviewed the application at its meeting of May 3, 2022 and recommended approval of the application.

Recommendation:

Adopt Resolution 2022-101 to approve a public art application for a mural at Depot Restaurant, 311 Heritage Place

Attachments:

1. Resolution 2022-101 Approving a Public Art Application for a Mural at 311 Heritage Place
2. Public Art Application Depot Bar & Grill 4.13.2022 Redacted

CITY OF FARIBAULT

RESOLUTION #2022-101

APPROVE A PUBLIC ART APPLICATION FOR A MURAL AT 311 HERITAGE PLACE

WHEREAS, Jeff LeBeau, Owner of Depot Restaurant has submitted an application for approval of public art, to install a mural on the west wall of his business located at 311 Heritage Place; and

WHEREAS, the Council has established guidelines for public art installation in the City to ensure that the public art being installed contributes to the City's visual character, enhances the area in which it is proposed to be located and creates a unique sense of place; and

WHEREAS, the City public art guidelines provide for a review of applications by the Development Review Committee (DRC) to determine that the application meets the public art policy guidelines; and

WHEREAS, the DRC reviewed the application at its meeting on May 3, 2022 and found that the application met the City public art policy guidelines and is therefore recommending approval of the application.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Faribault hereby approve the application for a mural to be placed on the west wall of the Depot Bar and Grill at 311 Heritage Place as depicted on Exhibit A.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A (page 1 of 2)



Rock Island Depot Mural: “Faribault - Athens of the West”

Mural Size: 8'-0 x 10'-0

This mural design is to be painted on the northwest end of the Rock Island Depot with acrylic colors that complement the vintage Depot. The substrate is primed MDO sign board. The mural will be finished with Sherwin-Williams clear acrylic sealer when completed.

Faribault earned the reputation as “Athens of the West” as it had become a center of learning, religion, and for the arts, all features of the original Athens, Greece. By the turn of the century (1900), Faribault had over 30 schools, including schools that combined religion and education.

The mural's concept is modeled after period travel posters used by the railroads in the 1940s. The Rock Island “Rocket” as depicted, was a

passenger train that provided transportation for visitors, students and families coming to Faribault from points around the country.

The mural's concept pays homage to the city's classical architecture found at Shattuck-St. Mary's complex and the Viaduct archways. These are the very same structures visitors would have seen upon arriving in Faribault in the 1940s.

See the link below for a brochure and tour about “Faribault: Athens of the West.”

<https://westcedarstudio.com/faribault-athens-of-the-west/>

Prepared for Jeff LaBeau, The Depot Bar & Grill. Design by Jeff Jarvis, westcedarstudio.com

EXHIBIT A (page 2 of 2)





APPLICATION FOR REQUESTED ACTION
Public Art Permit

Date Received: _____
Filing Fee: _____

APPLICANT INFORMATION:APPLICANT'S NAME 8 DEPOT BAR + GRILL

E-MAIL _____

PHONE 507 332 2825 (H) _____ (W) 507 332 2816 (FAX)APPLICANT'S ADDRESS 311 Heritage Pl. Faribault

ACKNOWLEDGEMENT: The applicant acknowledges and understands that this application must meet the Faribault Public Art Policy Guidelines by which this application will be reviewed.

APPLICANT'S SIGNATURE: _____

PROPERTY INFORMATION:PROPERTY OWNER'S NAME Jeff LaBeau

PROPERTY OWNER'S ADDRESS _____

PHONE _____ (H) _____ (W) _____ (FAX) 55307Existing Use of Property restaurant - 31 years!Does the site contain other existing public art? ____ Yes X No

At this time, Murals will not be approved on sites located within the Heritage Preservation District.

Is the site within the Heritage Preservation District? ____ Yes X No

ACKNOWLEDGEMENT: The property owner acknowledges and understands that this application must meet the Faribault Public Art Policy Guidelines by which this application will be reviewed.

PROPERTY OWNER'S SIGNATURE: _____

PUBLIC ART PROJECT INFORMATION:PROPOSED PROJECT SITE ADDRESS 311 Heritage Pl. Faribault

Is the public art display intended to promote a business, organization, industry, club or profession?

☐ Yes ☒ NoDescribe the purpose intended for the public art display beautification,SIZE (Height and Length): 8 feet tall, by 10 feet longHas a scale drawing of the construction (materials, support framing, method of attachment to the building, etc.) of the public art display been provided with this application? ☒ Yes ☐ NoHas a rendering or scale drawing of the project been provided with this application? ☒ Yes ☐ No

Name, address and phone number of the artist installing the public art display:

Jeff Jarvis # 507- [REDACTED]

Name, address and phone number of the contractor installing the public art display (if different than the artist):

Approval Criteria. The public art application will be reviewed to ensure that it is consistent with the guidelines and intent of the City's public art policy and meets the following criteria.

- To employ public art as a means to bolster tourism and thereby the economy of Faribault and the Faribault Area
- To build community pride by preserving and honoring the unique history of our community in art
- To employ public art to add value, beauty and visual interest using community oriented themes further increasing community pride
- Approval of a public art permit shall not be granted for murals or public art displays which contain characteristics of an advertising sign or display that identifies or promotes or draws attention to an existing, business, industry, club, organization, or profession.

REQUIRED SUBMITTALS:

1. Rendering or scale drawing
2. Construction Plan showing type of materials, framing if any, and method mounting on the ground
3. Photo of the site proposed for the public art location.

SIGNATURE OF APPLICANT [Signature]DATE 4-13-22



Rock Island Depot Mural: “Faribault - Athens of the West”

Mural Size: 8'-0 x 10'-0

This mural design is to be painted on the northwest end of the Rock Island Depot with acrylic colors that complement the vintage Depot. The substrate is primed MDO sign board. The mural will be finished with Sherwin-Williams clear acrylic sealer when completed.

Faribault earned the reputation as “Athens of the West” as it had become a center of learning, religion, and for the arts, all features of the original Athens, Greece. By the turn of the century (1900), Faribault had over 30 schools, including schools that combined religion and education.

The mural’s concept is modeled after period travel posters used by the railroads in the 1940s. The Rock Island “Rocket” as depicted, was a

passenger train that provided transportation for visitors, students and families coming to Faribault from points around the country.

The mural’s concept pays homage to the city’s classical architecture found at Shattuck-St. Mary’s complex and the Viaduct archways. These are the very same structures visitors would have seen upon arriving in Faribault in the 1940s.

See the link below for a brochure and tour about “Faribault: Athens of the West.”

<https://westcedarstudio.com/faribault-athens-of-the-west/>







Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: May 10, 2022
SUBJECT: Accept Quote for Painting Water Works Building

Background:

Attached are two quotes for painting the Water Works Building (old water plant) located at 824 7th ST NW. The paint on the building is starting to flake off and it needs to be repainted. The quotes are as follows:

Roehrick Painting, Faribault, MN	\$14,895.00
Bartness Painting, Faribault, MN	\$28,870.00

Under the quote, the building will be pressure washed, caulked, and painted. Funding will be provided by the Water Fund (601).

Recommendation:

Accept Quote from Roehrick Painting, Faribault, MN

Attachments:

1. Roehrick Quote
2. Bartness Quote

ROEHRICK PAINTING

ESTIMATE

507-339-2366

roehrickpaint@gmail.com

818 Home Pl

Faribault, MN 55021

Attention: Mike Glende

City of Faribault

208 1st Ave NW

Faribault, MN 55021

4/6/22

Project Title: 7th Street Water Works Building

Project Description: Exterior Painting

Description	Cost
Pressure wash entire building	\$725.00
Fill small hairline cracks on walls with Lexell	\$350.00
Paint exterior walls, ladders on roof and 3 service doors, (Does not include the 2 large street side doors)	\$13,675.00
Paint facial of lettering on street side of building	\$145.00

Total **\$14,895.00**

This estimate includes all materials and labor.

5 year warranty against peeling on all painted areas.

Thank you

Red Roehrick

JOB PROPOSAL

TO: City of Faribault
Mike Blomke

3/31/22

BARTNESS PAINTING
1115 PEARL DR.
FARIBAULT, MN. 55021
(507)-334-4514
507-838-9636

exterior painting of old Water Works Building

includes: pressure washing, caulk cracks, apply a
coat of masonry coating

LABOR AND MATERIALS TOTAL \$ 28,870.00

PAYMENT DUE AT COMPLETION OF JOB.

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 220 DAYS

NOTES:



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Agricultural Land Lease at Water Reclamation Facility

Background:

Attached is a copy of a proposed three (3) year (2022-2024) land lease with Allen Bauer, Faribault, MN, for agricultural land at the Water Reclamation Facility (WRF). The land is north of the WRF, where the yard waste site and bio-solid lagoons are located. Due to the constraints on the land and the amount of acreage, it is recommended to set the rate at \$100.00/acre annually for the term of the lease.

The total property available for agricultural use is approximately fifteen (15) acres. The lease will generate \$1,500.00 annually for the next three years.

Recommendation:

Approve Agricultural Land Lease

Attachments:

1. WRF Ag Land Lease

City of Faribault
Agricultural Land Lease
2022-2024

Public Works Department
City of Faribault
1200 Belview Trail
Faribault, MN 55021

AGRICULTURAL LAND FARM LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2022, by and between the City of Faribault, a Municipal Corporation, ("City") and Allen Bauer, 5574 Nerstrand Blvd., Faribault, MN 55021

1. Property Description: The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the following property located in the County of Rice and State of Minnesota, described as follows: 214 NE 14th Street, Faribault, MN at the Water Reclamation Facility.

The property contains 15 acres, more or less, of tillable agricultural fields

2. Term: The term of this lease is for three years commencing on the 1st day of January, 2022 and terminating on the last day of December, 2024.
3. Rent: Rents are to be calculated on the basis of \$100.00 per acre for the cropping years of 2022, 2023 and 2024.
 - a. Tillable acres used for the basis of this document were calculated using the City's Geographic Information System equipment. Any dispute related to the tillable acres shall be determined by mutual agreement between the tenant and the City using sound geographic information procedures.
 - b. The tenant waives any right to withhold rent in any claim against the City.
 - c. Rent shall be paid to the City of Faribault, 208 1st Ave NW, Faribault, MN 55021 and credited to the appropriate accounts.
4. Tenant Responsibility: Tenant shall be responsible for paying or doing the following:
 - a. The tenant shall occupy the premises for agricultural purposes only. The tenant will use normal, customary farming practices in the care and maintenance of the property and, without limiting normal practices, keep the premises free of noxious weeds to the extent possible.
 - b. The tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and municipal governments regulating the use of the premises.
 - c. The tenant shall allow access to the property by the City and its agents during all reasonable hours for the purpose of examining the property to ascertain compliance with the terms of this lease and for any other lawful purpose including, but not limited to, exhibiting the property for sale.

- d. The tenant shall not remove or move any existing structures or improvements made to the property by the City. The tenant may not store equipment on the property for periods exceeding one week without coordinating such storage with the City.
 - e. The tenant shall pile rocks or other items taken out of any field in areas designated by the City.
 - f. The tenant shall plow back all fields prior to the termination of this lease.
 - g. This lease does not entitle tenant to allow or authorize use of property by any party for recreational purposes (e.g. hunting, ATV riding, etc.)
5. Independent Entities: The City does not retain the tenant as an agent of the City. The tenant does not retain the City as an agent of the tenant. The City shall not provide to the tenant, its agents or employees, any benefits or expenses, including, but not limited to, insurance for liability or property, or ordinary business expenses.
6. Costs associated with this Lease: The City is not responsible for paying any of the tenant's costs associated with this lease, including preparation of the property for farming. The tenant shall pay all costs related to farming the property, including the cost of plowing property back at the end of this lease.
7. Insurance: The tenant shall acquire and maintain property and/or liability insurance adequate for their operations conducted on the property. The tenant shall provide proof of insurance upon request by the City. The tenant, while performing any service or function related to this lease, agrees to indemnify, save and hold harmless, defend the City and all its agents and employees from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of functions provided in accordance with this agreement.
8. Assignment and Subletting Prohibited: Tenant agrees to assign or sublease the premises only with the written consent of the City. If the City does not consent, it may, at its option, terminate the lease.
9. Surrender of Possession: The tenant shall surrender the property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.
10. Termination by the City: The City may, after providing 90 days written notice take possession of the property for any purpose deemed in the best interest of the City. The City shall allow the tenant to remove crops with normal, customary farming practices or return all rents paid for the year and compensate the tenant at rates not exceeding the current market rate per acre for any crop planted.

11. Remedy: If the tenant fails to pay the rent when due or fails to perform any of the promises contained in this lease, the City may re-enter and take possession of the property and hold the property without such re-entering working a forfeiture of the rents to be paid by the tenant for the full term of the lease, after furnishing the tenant with a thirty (30) day written notice specifying the default. If default occurs during cropping season, the City of Faribault will harvest any and all remaining crops and apply proceeds to rent payment.
12. Tenant's Default: Rights and remedies of the tenant are cumulative. None shall exclude any other right or remedy allowed by law or other provision of this agreement. In the event of one of the following acts, the tenant shall be in default:
 - a. Tenant fails, neglects, or refuses to pay any installment of rent or any other monies agreed to be paid, as provided in this lease when those amounts become due and payable, and if such failure continues for five (5) days after written notification by the City.
 - b. Any voluntary or involuntary petition or similar pleading, under any section of any bankruptcy act shall be filed by or against the tenant or should any proceeding in a court or tribunal declare the tenant insolvent or unable to pay debts.
 - c. Tenant fails, neglects, or refuses to keep and perform any other conditions of this lease, and if such failure continues for a period of 30 days after written notification by the City.
 - d. Should the tenant make any assignment of any interest in the lease to any entity without the written consent of the City.

In the event of any default or violation of this lease continuing more than 30 days after written notification by the City to the tenant of default, the City may enter into and take absolute possession of the property. Possession of the property in these conditions does not absolute possession of the property. Possession of the property in these conditions does not relieve the tenant of the obligation to pay the rent or abide by other condition of the lease.

In the event of any default or violation of the lease continuing more than 30 days after written notification by the City to the tenant of a default, the City may return any rents paid by the tenant for that year and lease the property to another tenant.

13. Lease Agreement is Binding: This lease agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

14. Notification: Notification related to lease shall be sent to the following addresses:

Tenant: Allen Bauer
5574 Nerstrand Blvd.
Faribault, MN 55021

Owner: City of Faribault
208 1st Ave NW
Faribault, MN 55021

IN TESTIMONY WHEREOF, the City and Tenant have set their hands as of the day and year first above written.

CITY OF FARIBAULT

Allen Bauer

By:

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: Travis Block, Public Works Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Change Order No. 2 for Wellhouse No. 5 Rebuild

Background:

Attached is Change Order No. 2 for the Wellhouse No. 5 rebuild. The change order extends the substantial completion date by 30 days to July 30, 2022. Additionally, the final completion date will be extended 30 days to August 30, 2022. The contract extension is being requested to account for supply chain delays for electrical components. The item has been reviewed by the Engineer, Contractor and staff and is recommended for approval.

Recommendation:

Approve Change Order No. 2 for Well House No. 5 Rebuild

Attachments:

1. Change Order No. 2 Well No. 5 Rebuild



Owner: City of Faribault, 208 1st Ave NW, Faribault, MN 55021	Date 04/28/22
Contractor: The Josephs Company Inc., P.O. Box 427, Austin, MN 55912	
Bond Company: Western Surety Company, 151 N Franklin Street, Chicago, IL 60806	

CHANGE ORDER NO. 2
Well House No. 5 Rebuild
Faribault, Minnesota

CHANGE IN CONTRACT TIME

The Contract completion date shall be adjusted by 30 days as a result of electrical equipment required for start up being delayed for delivery.

Recommended for Approval by:

SHORT ELLIOTT HENDRICKSON, INC.

McKernan Heart

4/27/2022

Date

Approved by Owner:

CITY OF FARIBAULT

Date

Approved by Contractor:

The Joseph Co Inc.

Jeff Ryko

4/26/22

Date

cc: City of Faribault
The Joseph Co Inc.
Western Surety Company
SEH, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Change Order #2 on Buckham Center Roofing Project

Background:

Attached is a change order for the roof project at the Community Center and Library. As work continued on the roof project, it was determined that additional costs will be incurred due the need to replace the flashing sub surface on the swimming pool area. The previous wood was all rotting away.

This change order will amount to \$25,357.00. This is the second change order we have received for this project.

Recommendation:

Staff recommends approval of Change Order #2 for the Buckham Center Roof Project for an additional cost of \$25,357.00.

Attachments:

1. CO#2



Palmer West Construction Co., Inc.

14595 James Road

Rogers MN 55373

CO# 2 Revised

PROJECT NAME: Faribault Library / Rec Center Re-roof
TO: Paul Peanasky

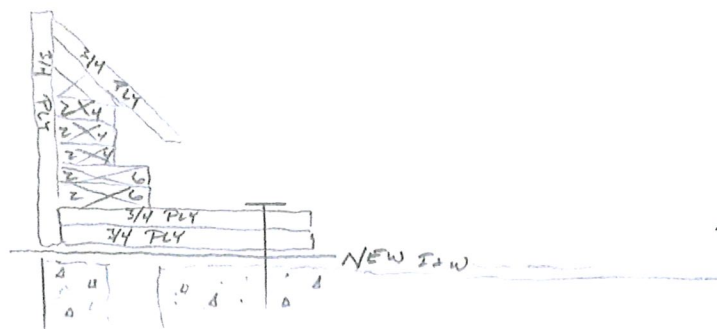
DATE: April 25, 2022
FROM: Bob Stender
OFFICE: 763-428-1867

DESCRIPTION			AMOUNT
<u>Material/Equipment/Fab</u>			
	<u>Cost</u>	<u>Tax</u>	
Roofing Material	\$10,000.43	\$800.03	\$10,800.46
Equipment	\$250.00	\$0.00	\$250.00
Tools and Supplies	\$0.00	\$0.00	\$0.00
<u>Labor</u>			
	<u>Hours</u>	<u>Rate</u>	
Roofing Labor (Carpentry)	76.96	\$100.00	\$7,696.00
Sheet Metal Labor	41	\$105.00	\$4,305.00
Trucking		\$100.00	\$0.00
<u>Subcontractor</u>			
		<u>Cost</u>	
			\$0.00
			\$0.00
This proposal is valid for 30 days from issue date.			
PWC may require additional time to complete this work.			
Palmer West Subtotal			\$23,051.46
Overhead/Profit10% Excl Sub			\$2,305.15
Subcontractor Subtotal			\$0.00
Subcontractor 5%			\$0.00
TOTAL			\$25,357.00

Palmer West Construction Co., Inc.
 14595 James Rd.
 Rogers, MN 55374
 P: 763-428-1867
 F: 763-428-1873

Report Name: Recap
 Print Date: 4/25/2022 8:43:09 AM
 Bid: Faribault Library / Rec C
 Scenario: Wood blocking at pool rev

Description	Net Cost	Markup	Markup \$	Gross Price	Cost Unit	Unit	Hours
ROOFING							
MATERIAL							
ROOFING MATERIAL FLASHING	\$833.51			\$833.51	\$0.00	SQ	
FASTENERS MATERIAL	\$211.22			\$211.22	\$0.00	SQ	
ROOFING ADHESIVES	\$107.09			\$107.09	\$0.00	SQ	
S/M MATERIAL	\$1,936.00			\$1,936.00	\$0.00	LFSM	
LUMBER MATERIAL	\$6,898.48			\$6,898.48	\$0.00	SQ	
MISC MATERIAL	\$14.13			\$14.13	\$0.00	SQ	
Subtotal Material	\$10,000.43			\$10,000.43	\$0.00/SQ		
TAX		8.00%		\$800.03	\$0.00	SQ	
Total Material	\$10,000.43			\$10,800.46	\$0.00/SQ		
LABOR							
CARPENTRY LABOR	\$7,696.20			\$7,696.20	\$0.00	SQ	76.96
S/M INSTALL LABOR	\$2,625.00			\$2,625.00	\$0.00	LFSM	25.00
S/M PANEL INSTALL	\$1,155.00			\$1,155.00	\$0.00	LFSM	11.00
S/M FAB LABOR	\$525.00			\$525.00	\$0.00	LFSM	5.00
Subtotal Labor	\$12,001.20			\$12,001.20	\$0.00/SQ		117.96
Total Labor	\$12,001.20			\$12,001.20	\$0.00/SQ		117.96
EQUIPMENT							
EQUIPMENT	\$250.00			\$250.00	\$0.00	SQ	
Subtotal Equipment	\$250.00			\$250.00	\$0.00/SQ		
Total Equipment	\$250.00			\$250.00	\$0.00/SQ		
Subtotal Tax Classes	\$22,251.62			\$23,051.66	\$0.00/SQ		117.96
Subtotal				\$23,051.66	\$0.00/SQ		
PROFIT		10.00%		\$2,305.17	\$0.00	SQ	
CONTRACT AMOUNT	\$22,251.62			\$25,356.82	\$0.00	SQ	





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-107 Approve Use of Teepee Tonka Park for Blue Collar BBQ Festival

Background:

A request has been made by the Faribault Chamber of Commerce, on behalf of the Blue-Collar BBQ Festival Committee, to close Teepee Tonka Park on August 12-14, 2022.

This is a change from the past when the Festival was held on Central Avenue. The Committee is very excited for this new location. As in the past the Parks Department will provide additional picnic tables and trash cans.

The request is attached.

Recommendation:

Approve Resolution 2022-107 Use of Teepee Tonka Park for Blue Collar BBQ and Arts Festival.

Attachments:

1. Resolution 2022-107 Approve use of Teepee Tonka Park for Blue Collar BBQ and Arts Festival
2. Blue Collar Request
3. Teepee Tonka Map

CITY OF FARIBAULT

RESOLUTION #2022-107

APPROVE USE OF TEEPEE TONKA PARK FOR BLUE COLLAR BBQ FESTIVAL

WHEREAS, the Faribault Chamber of Commerce is sponsoring the Blue-Collar BBQ Festival on August 12-14, 2022; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that Teepee Tonka Park will be closed from August 12-14, 2022, for BBQ food vendors, artist vendors, youth events, games, live music and beer tent.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

I would like to request use of Teepee Tonka Park for August 12-14th for the Blue Collar Festival.

Additionally, I would like to request 24 picnic tables to be delivered for the weekend.

Please let me know if you have any questions,

Thank you!



Kelly Nygaard

Faribault Area Chamber of Commerce & Tourism

507-334-4381 | kelly@faribaultmn.org

www.faribaultmn.org | www.VisitFaribault.com

530 Wilson Avenue Faribault, MN 55021





TeePee Tonka Park

1 inch equals 200.000000 feet



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-108 Approve Heritage Celebration Events, Parking Restrictions and Street Closures

Background:

The Heritage Days Committee is preparing for the 2022 Heritage Days event on June 15 - 18, 2022. The request for the parade, park events and Soap Box Car Race is the same as 2021.

The Soap Box Car Race will hold practices and race on Saturday, June 18.

A completed agreement including insurance information will be provided prior to the event

Recommendation:

Approve Resolution 2022-108 Approve Heritage Celebration Events, Parking Restrictions and Street Closures.

Attachments:

1. Resolution 2022-108 Approve Heritage Celebration Events, Parking Restrictions and Street Closures
2. Heritage Days Map
3. Heritage Days Poster 2022

CITY OF FARIBAULT

RESOLUTION #2022-108

APPROVE HERITAGE CELEBRATION EVENTS, PARKING RESTRICTIONS AND STREET CLOSURES

WHEREAS, the Faribault Community Celebration is sponsoring multiple community events June 15-18, 2022, and;

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

WHEREAS, the Faribault Community Celebration will provide a completed event agreement including liability insurance information prior to the event; 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 Second Avenue between North Alexander Park and 6th Street NW and on 6th Street NW between Second Avenue and 5th Avenue NW between the hours of 4:00 p.m. and 9:00 p.m. on June 18, 2022, for the Heritage Celebration parade.

ALSO, BE IT RESOLVED, that Fifth Street NW between Second and Third Avenues shall be closed June 15-18, 2022, to allow use by the Celebration for events.

ALSO, BE IT RESOLVED, that Third Street SW from 6th Avenue SW to 9th Avenue SW, 7th Avenue SW from Third Street SW to First Street SW and Second Street SW from 6th Avenue SW to 8th Avenue SW will be closed June 18, 2022, from 6:00 AM to 4:00 PM for the Box Car Races.

ALSO, BE IT RESOLVED, that The Heritage Celebration has permission to use Central Park from June 14 through June 19, 2022, with all fees waived.

Adopted: May 10, 2022

Faribault City Council

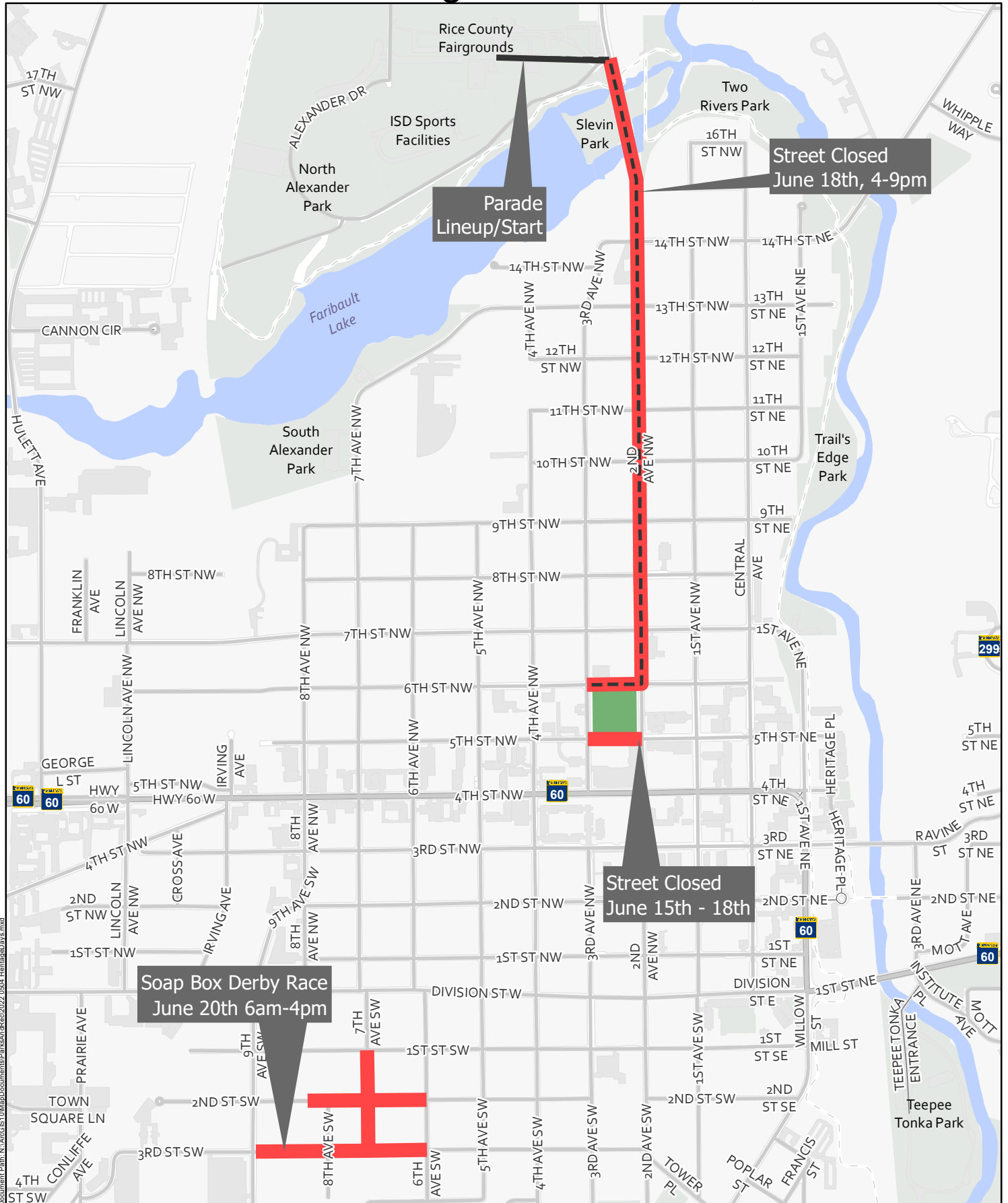
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Faribault Heritage Days

Street Closures June 15 - 18th, 2022



This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.

- Parade Lineup
- Street Closed
- Parade Route
- Central Park

0 400 800 1,600 Feet



As of 5/5/2022
Subject to change

Faribault Heritage Days

June 15-18, 2022



Some events requires a Heri-
tage Days button. Get yours at
the Community Center.



Faribault
Daily News
localmatters

Faribault Area
CHAMBER OF COMMERCE
and Tourism
Serving Faribault Area Businesses Since 1913

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Faribo Insurance
John's Bait and Tackle

Boldt Funeral Home
Hometown Credit Union
Elks Club
Quality Appliance

Cedar Lake
ELECTRIC, Inc.

MET-CON
COMPANIES



MERCURY
Corporation
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FESTIVAL SCHEDULE

Tuesday, June 14

🌿 Flag Day Ceremony

Central Park - 5 p.m.
Sponsored by Faribault Elks

🌿 Flag Recycling

Faribault American Legion - 5 p.m.
Bring your recycled flags for proper disposal.

Wednesday, June 15

🌿 RCHS Open Museum

Rice County Historical Society - \$3
Hours: Wed. - Fri., 9 a.m.-4 p.m. | Sat., 10 a.m. - 2 p.m.

🌿 150th Anniversary Exhibit

Central Park - 4 -8 p.m.
Come learn about the history of Faribault, and how its depart-
ments have changed since it was incorporated 150 years ago.

🌿 Opening Ceremony

Central Park - 5:45 p.m.
Flag raising by Central Vets

🌿 Baron of Bubble & Rainbow Lady Plus

Central Park - 5:30 - 8:30 p.m.
Blow massive bubbles with the Baron of Bubble and build clown
balloons with Rainbow Lady Plus. Sponsored by A&W.

🌿 Family Night - Karaoke, Ninja Anywhere & games

Central Park - 6-9 p.m.

🌿 Fireworks

North Alexander Park - 10 p.m.

Thursday, June 16

🌿 City Wide Garage Sale

All-day event.

🌿 150th Anniversary Exhibit

Central Park - 4 -8 p.m.
Come learn about the history of Faribault, and how its depart-
ments have changed since it was incorporated 150 years ago.

🌿 Beer Garden

Central Park - 5 p.m. - 9 p.m.

🌿 Bingo

Central Park - 5 - 7 p.m.
Sponsored by Pleasant Manor, Pleasant View Estates, proceeds
to Supply Our Children.

🌿 Mayor's Reception

Central Park - 5 - 7 p.m.

🌿 Cardboard Boat Race

Faribault Family Aquatic Center - 5 p.m.
Participants will race a home-made boat. Registration due June
17 at 12 p.m.. Free

🌿 Inflatables

Central Park - 5 -8 p.m.

🌿 Faribault BMX race

South Alexander Park - Race at 7 p.m.,
Registration at 5:30 p.m.

🌿 Concert in the Park

Central Park - 7 p.m.
Music by Branded: Hot Country.

Friday, June 17

🌿 City Wide Garage Sale

All-day event.

🌿 Craft Show

Central Park - 10 a.m. - 10 p.m.

🌿 Bingo

Central Park - 5 - 7 p.m.
Sponsored by Pleasant Manor, Pleasant View Estates, proceeds
to Supply Our Children.

🌿 Cemetery Tour and Performance

Oak Grove Cemetery - 5:30 p.m
Contact the RCHS for details/tickets.

🌿 Inflatables

Central Park - 5 -8 p.m.

🌿 Main Street Car Show

Downtown Faribault - 6 - 9 p.m.

🌿 Dance and Beer Garden

Central Park - 8 p.m. - 12 a.m.
Music by Smoke Screen. Beer garden opens at 12 p.m.

Saturday, June 18

🌿 City Wide Garage Sale

All-day event.

🌿 Farmers Market

Central Park - 7 a.m. - 12 p.m.

🌿 Soap Box Races

Peace Lutheran Church - Event starts at 9 a.m.
Check-in/Practice starts 7:30 - 9 a.m.
Sponsored by Christ Lutheran Church -

🌿 Youth Fishing Contest

King Mill Dam - 9 - 11 a.m.
No registration - kids bring fishing rod, minnows provided, all
participants get T-shirt. Rice County Sport Fishing Association
event.

🌿 History of the Cannon River

10 - 11 a.m.
Join Larry Ritchie as he dives into the history of the Cannon
River. Contact the RCHS for details/tickets.

🌿 Lumberjacks X-Cutting and Axe Throwing

Central Park - 10 a.m. - 6 p.m.

🌿 Craft Show

Central Park - 10 a.m. - 10 p.m.

🌿 Alexander Faribault House

Alexander Faribault Open House - 10 a.m. -2 p.m.

🌿 Free Community Lunch

Trinity Lutheran Church - 11 a.m. - 1 p.m.

🌿 Inflatables

Central Park - 12-5 p.m.

🌿 Music at the Band Shell

Central Park - 10 a.m. - 5 p.m.
Jerry Hatfield: 10 a.m.
Dave Wiliams: 11 a.m.
Full Throttle: 12 p.m.
Lone Rock: 1:15 p.m.
Tropical Two: 3 - 5 p.m.

🌿 Cemetery Tour and Performance

Oak Grove Cemetery - 12 p.m. and 3 p.m.
Contact the RCHS for details/tickets.

🌿 Log Rolling

Central Park - 10 a.m. - 5 p.m.

🌿 150th Anniversary Exhibit

Central Park - 10 a.m. - 7 p.m.
Come learn about the history of Faribault, and how its depart-
ments have changed since it was incorporated 150 years ago.

🌿 Baron of Bubble & Rainbow Lady Plus

Central Park - 2 - 5 p.m.
Blow massive bubbles with the Baron of Bubble and build clown
balloons with Rainbow Lady Plus. Sponsored by A&W.

🌿 Kid's Fun Run

North Alexander Park - 5:30 p.m. meeting, 6 p.m. run.
Ends at Kwik Trip on Second.

🌿 Grand Parade

Second Avenue Northwest - 13th Street to Central Park - 6:15
p.m.

🌿 Dance and Beer Garden

Central Park - 8 p.m. - 12 a.m.
Music by 5 Minute Major.
Beer garden opens at 12 p.m.

* * * * SPECIAL EVENTS * * * *

Sunday, June 19

🌿 Ecumenical Service & Music

Cathedral of our Merciful Saviour - 10 a.m.
Strawberry shortcake after

🌿 Medallion Hunt

Listen for clues on KDHL 920 AM and start hunting for the
solid silver medallion and \$500 in prizes. Medallion donation by
Chappuis Jewelry. Button required to collect the prize.

🌿 Lord of the Things

Think you know your area history? Test your knowledge in the
Faribault Daily News' Historic Places Contest! Watch for details
to be printed in the Daily News.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Fire Chief
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-106 Authorize the Faribault Fire Department to Apply for the CenterPoint Energy Community Safety Grant

Background:

The Faribault Fire Department is committed to and expected to provide a timely, effective and professional service to the people in our response district.

There are multiple facets involved to accomplish what is stated above. One of those facets is having quality equipment. The fire department is constantly researching ways to ensure that we have the latest and greatest equipment. One very effective way to have quality equipment is to utilize the multitude of grants that are offered.

We would like to apply for the CenterPoint Energy grant that we applied for the last couple of years. This grant is for firefighting equipment. CenterPoint Energy will pay up to \$2,500 for firefighting equipment. The grant requires matching funds which we plan to utilize from our fire suppression budget minor equipment line item. We are asking for funds to assist us in purchasing 10 LED rechargeable hand lights to replace our old incandescent hand lights. This equipment is on our list to purchase so this is a very timely grant.

The total purchase of 10 hand lights is \$1,850.00. The grant requires a 50/50 match. The grant will pay \$925.00 and we will make up the other \$925.00.

Recommendation:

Approve Resolution 2022-106 Authorize the Faribault Fire Department to Apply for the CenterPoint Energy Community Safety Grant

Attachments:

1. Resolution 2022-106 Apply for the CenterPoint Energy Safety Grant

2. CenterPoint Energy Grant Summary Form (signed)
3. Signed Application
4. Quote

CITY OF FARIBAULT

RESOLUTION #2022-106

AUTHORIZE THE FARIBAULT FIRE DEPARTMENT TO APPLY FOR THE CENTERPOINT ENERGY COMMUNITY SAFETY GRANT

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 utilizes hand lights at all types of emergency scenes; and

WHEREAS, the Faribault Fire Department also continually seeks out grant opportunities to assist with the purchase of equipment; and

WHEREAS, CenterPoint Energy has a Community Safety Grant that is designed for fire departments to help them purchase equipment; and

WHEREAS, the Faribault Fire Department would like authorization from the City Council to apply for the CenterPoint Energy Community Safety Grant to help pay for new LED hand lights.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to apply for the CenterPoint Energy Community Safety Grant.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



GRANT SUMMARY FORM

Pre-Application ☐ Application ☒ Award Acceptance ☐ Amendment ☐

Department: Fire Department

Contact Person: Alex Bolster & Dustin Dienst

Grant Name: Community Safety Grant

Grantor: CenterPoint Energy

Total Project Cost: \$ 1,850.00

Total Award Amount: _____

Total Cash Match: \$ 925.00

Total In-Kind Match: \$ 925.00

Application Date: _____ Grant Period From 04/01/22 To 05/06/22

Funding Type (Federal, State, Other): Other/Local

CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

Purchase of 10 Vulcan 180 Rechargeable Hand Lanterns to be mounted on our trucks.

How is the Match Amount Determined::

It is determined by the grant and is 50/50.

Fixed Amount: _____ or % of project cost 50.00% or Other ☐

Explanation of Other:

For this City fiscal year, how much of the required local cash match amount is:

Already In Department Budget: _____ Not Budgeted: _____

Proposed Source of Match: Minor Equipment line item 101-42220-420-42410

Director Approval

Dustin Dienst

Administrator Approval

[Signature]

Community Safety Grant Application



Applicant city Faribault

City Hall address 208 1st Ave Nw

ZIP code 55021

Requestor name Alex Bolster

Title Firefighter

Phone 5073348773

Fax

Email address abolster@ci.faribault.mn.us

What equipment or special project are you asking us to help fund? Purchase of 10 Vulcan 180 LED Rechargeable Hand Lanterns

Equipment/special project description (brief) The Vulcan 180 LED Rechargeable Hand Lantern is a light weight (2.5lbs), ultra-bright (1,200 Lumen) portable flashlight that is tough enough for firefighting applications. The beam can easily cut through smoke or fog, reaching 548m with over 5 hours of operational time on high from a lithium battery. Completely dust and water proof and impact resistant up to 2m. Uses a quick release charging mount to keep it in place on the truck. Comes with shoulder strap for hands free use and a LED swivel head to direct the beam of light where needed. Bright orange shell with blue LED indicator light on the back allows for easy identification when not in use.

Total equipment/special project cost \$ 1,850

Amount of funding request \$ 1,850 (Maximum is \$2,500. Funding request cannot exceed 50 percent of total equipment/project cost.)

How will your request benefit the community? When these flashlights are used, it is to help the community. They will be used during fire department trainings such as search and rescue in a smoke-filled structure to improve our skills for a real fire. During an auto accident to help victims and first responder safety on the roads. To find missing people at night and in confine space rescue when lighting is needed.

Signature (required)

Administrator, manager or clerk (print name)

Dustin D Dienst

Signature

Title

Fire Chief

Date

5/3/22

Email application to:

SafetyGrants@CenterPointEnergy.com

Questions?

Contact: Beth Brown
612-321-4899

Community Safety Grant

2022 Guidelines



CenterPoint Energy offers matching grants to cities served by the company through the Community Safety Grant Program. In 2022, the program will award grants up to \$2,500, giving priority to applications focusing on safety equipment or safety-related projects.

Priority will be given to franchised cities that have not received a grant in the last year.

CRITERIA

Eligibility

Proposed equipment or special project must be initiated or sanctioned by a city served by CenterPoint Energy.

Each application must be signed by the City Manager, Administrator or Clerk.

We will only accept one request from each city.

Number and amount of grants

The company will award grants up to a maximum amount of \$2,500 until the 2022 funds are depleted. The funding request cannot exceed 50 percent of the total equipment or project cost.

Eligible projects

The equipment or project must be used for safety initiatives in the community. Grant program funds will be used to leverage local funds.

Examples of eligible safety equipment include:

- Multi-gas breathing apparatus
- Fire fighting equipment
- Thermal imaging cameras
- Extraction tools
- Self-contained breathing apparatus
- Line locating equipment
- Portable positive pressure oxygen kit
- Specialized rescue vehicles and equipment
- Emergency communication equipment
- Defibrillators
- Civil defense outdoor warning sirens
- Traffic control equipment

Exclusions

- Supplemental, routine and/or ongoing city budget expenses
- Body cameras
- Law enforcement weapons or restraints
- Events
- Memorials

HOW TO APPLY

Complete application on page 2 and email to:
SafetyGrants@CenterPointEnergy.com

If you have questions contact:
Beth Brown at 612-321-4899.

Timeline

- **May 6:** Grant applications due
- **Week of May 23:** Notification of grant status to cities
- **June-August:** Check mailed or deliveries scheduled and completed



NOTE: All grants are at the sole discretion of CenterPoint Energy.

CNP 1304 (1-2022) Page 1 of 2

ULTIMATE SAFETY CONCEPTS INC.
 DBA: CLAREY'S SAFETY EQUIPMENT
 1725 HIGHWAY 14 EAST
 ROCHESTER, MN 55904-3118
 UNITED STATES OF AMERICA
 (507)-289-6749

PAGE 1

QUOTE DATE 4/29/2022

QUOTE NO 199712

<< QUOTE >>

S 060400
 O A/P FIRE DEPARTMENT
 L CITY OF FARIBAULT - FIRE
 D 208 1ST AVE NW
 FARIBAULT , MN 55021
 T
 O

S FARIBAULT FIRE DEPARTMENT
 H 122 NW 2ND STREET
 I FARIBAULT , MN 55021
 P
 T
 O

NET DUE 1,850.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
08	EI	5/19/2022	4/29/2022	00161276	4/29/2022		

TERMS DESCRIPTION	CUSTOMER PO NUMBER	SHIP VIA
Net 20		BEST WAY

ITEM ID	TX CL	UNIT	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
44311	1	EA	10.00	.00	185.0000	1,850.00
VULCAN 180 DIV 2 AC/DC, ORANGE						
FOB	0	EA	1.00	.00	.0000	0.00
DELIVERED PRICE						

All major credit cards accepted for payment.

Federal Tax ID 45-5156066

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	1,850.00	0.00	0.00	0.00	1,850.00
PREPAYMENT		0.00	NET DUE		1,850.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-109 Approve Hiring of Building Permit Technician

Background:

Due to a resignation, there is a need to fill the Building Permit Technician position with the City of Faribault. The position was posted from March 29, 2022 to April 18, 2022.

Four applications were received for the position, and all applicants were interviewed. The panel consisted of John Rued, Building Official, Deanna Kuennen, Community and Economic Development Director, and Kevin Bushard, Human Resources Manager. From those interviews, the panel selected Kelsey Bean as the applicant for recommendation to hire.

Resolution 2022-109 recommends the hiring of Kelsey Bean as the Building Permit Technician. This position is a union position, within Local 70, with a pay grade H step 3. A tentative hire date has been set for June 6, 2022.

Recommendation:

Approve Resolution 2022-109, approving the hiring of Kelsey Bean as the Building Permit Technician for the City of Faribault.

Attachments:

1. 2022-109 Approve Hiring of Building Permit Technician

CITY OF FARIBAULT

RESOLUTION #2022-109

APPROVE HIRING OF BUILDING PERMIT TECHNICIAN

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

WHEREAS, the City has advertised and interviewed for the Building Permit Technician position with the City; and

WHEREAS, the City Council desires to fill the vacant Building Permit Technician position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Kelsey Bean shall be extended an offer of employment to fill the vacant Building Permit Technician position.

Date Adopted: May 10, 2022

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: May 10, 2022
SUBJECT: Approve Amendment No. 1 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04

Background:

In May of 2020, the City entered into a professional services agreement with Stonebrooke Engineering for the design of plans and specifications for the proposed roundabout at TH 3 and 30th Street NW and related street and utility extensions. Through the project development process, there have been changes to the project scope and design standards, and significant delays in moving the project forward, mostly as a result of lengthy MnDOT reviews. Stonebrooke is requesting an amendment to the professional services agreement for an amount not to exceed \$98,600.

Following discussions with the City, MnDOT has agreed to provide additional funding for this project (which more than offset the increased professional services costs)--MnDOT has awarded the City an additional \$500,000 in Local Project Partnership (LPP) funds. The City had previously been awarded \$400,000 in LPP grant funds and \$925,000 in federal funds. Both of these grant funds are only eligible for construction related costs, not design costs, which are the City's responsibility based on the grant agreements.

Recommendation:

Approve Amendment No 1 to Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project, City Contract 2023-04

Attachments:

1. TH 3 and 30th RAB Amendment 1 Request 04.07.22
2. Proposal vs. 2022 Project Rates
3. LPP Project Selections 2022

a 12279 Nicollet Avenue Burnsville, MN 55337
o 952-402-9202 f 952.403.6803
w stonebrookeengineering.com

Mr. Mark DuChene, P.E.
Director of Engineering
1200 Belview Trail
Faribault, MN 55021

RE: 30th Street NW and TH 3 Roundabout
Professional Services Contract Amendment Request

Dear Mr. DuChene:

We respectfully request a contract amendment to cover engineering services required for the design of the TH 3 and 30th Street Roundabout project that have exceeded the level of effort we estimated in our proposal for the project. Several factors were not anticipated with our design proposal.

Factors contributing to the need for a contract amendment are detailed below.

- 1. MnDOT Project Management, Review, and Coordination:** The project has exceeded our estimated time for review, coordination, and regulatory oversight by MnDOT. As a result of this extra time, we have incurred additional expenses for additional meetings, required design re-work, navigating and coordination unanticipated regulatory requirements, additional required coordination with MnDOT, and rate increases due to delays in review times. While we have extensive experience coordinating with MnDOT, the time needed for this project has greatly exceeded what we have experienced in past projects or could have anticipated. The major tasks contributing to the additional work included:

- Cemetery Access Historic Designation - \$20,100
- Preliminary Layout Re-work & Review Meetings – \$30,300
- MnDOT Delays in Reviews - \$20,400
- Additional Coordination Time - \$10,100

Requested amount: \$80,900

- 2. City Requested Revisions and Design Modifications:** During and following the 60% plan submittal, the city requested some revisions to the preliminary design along with some added tasks not anticipated in our proposal. One issue was the determination of off-site storm water flows from the west due to some discrepancies between past City projects and our calculations. Additionally, the initial storm water system design requires revisions to account for the 30th Street extension rather than terminating at the intersection with 1st Avenue. Finally, the city requested an additional trail be constructed along the south side of 30th Street and an extension of sanitary sewer and water main on TH 3. While we endeavored to minimize the costs of this work, these tasks were beyond our original scope and budget. The major tasks contributing to the additional work included:

- Storm water off-site flows - \$1,600
- Storm water system revisions - \$2,700

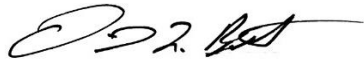
- South side 30th Street trail extension - \$4,800
- TH 3 sanitary sewer and water main extensions - \$8,600

Requested amount: \$17,700

Amendment Request Estimated Total = \$98,600

Thank you for your consideration of this amendment request. If you have any questions regarding this information or if you need additional information, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "D. L. Betts", with a stylized flourish at the end.

David L. Betts, PE
Senior Project Manager



30th Street NW and TH 3 Roundabout

City of Faribault

Proposal Rate Comparison

	PROPOSAL AVERAGE HOURLY RATE	2022 AVERAGE HOURLY RATE
Project Manager	\$195.00	\$221.00
Project Engineer	\$105.00	\$120.00
Design Engineer	\$85.00	\$95.00
Water Resources Engineer (Proposal Weighted Avg)	\$105.71	\$126.00
Sr Traffic Engineer	\$145.00	\$167.00
Sr. Cad. Tech	\$122.00	\$133.00
RLS	\$150.00	\$147.00
One Person Survey Crew	\$145.00	\$151.00

From: [Lenz, Craig \(DOT\)](#)
To: [guy.kohlhofer@co.dodge.mn.us](#); [rgregg@co.fillmore.mn.us](#); [philip.wacholz@co.freeborn.mn.us](#); [greg.isakson@co.goodhue.mn.us](#); [Brian.Pogodzinski@co.houston.mn.us](#); [michal@co.mower.mn.us](#); [Kaye.Bieniek@co.rice.mn.us](#); [jkollar@co.rice.mn.us](#); [greg.ilkka@co.steele.mn.us](#); [dflesch@co.wabasha.mn.us](#); [dkramer@co.winona.mn.us](#); [sjahnke@ci.albertlea.mn.us](#); [slang@ci.austin.mn.us](#); [Mark.DuChene@ci.northfield.mn.us](#); [kyle.skov@ci.owatonna.mn.us](#); [Owens, Jay@rochestermn.gov](#); [Dombrovski, Dillon@ci.winona.mn.us](#); [jobernoite@sehic.com](#); [bschimmel@stewartvillemn.com](#); [banderson@sehinc.com](#); [rkeehn@ci.lake-city.mn.us](#); [Timothy.Hruska@cityoflacrescent-mn.gov](#); [BTheobald@Whks.com](#); [cityhall@cityofkasson.com](#); [Bill.Angerman@byronmn.com](#)
Cc: [Cabral Neto, Fausto \(DOT\)](#); [Schoenfelder, Mark \(DOT\)](#); [Paulson, Gregory \(DOT\)](#); [Lake, Kyle \(DOT\)](#); [Panek, Mark \(DOT\)](#); [Wagner, Anthony L \(DOT\)](#); [Kempinger, Michael \(DOT\)](#); [Lovelace, Gary \(DOT\)](#); [Langlie, Kristoffer \(DOT\)](#); [Schweyen, Michael \(DOT\)](#); [Lukes, Heather A \(DOT\)](#); [Anderson, Kjersti \(DOT\)](#); [Breyfogle, Aaron \(DOT\)](#); [Haltvick, Nickolas \(DOT\)](#)
Subject: LPP Project Selections
Date: Tuesday, May 3, 2022 2:57:53 PM

Good Afternoon,

This email is to inform you of the Local Partnership Program (LPP) Project selections for FY 2024-2025.

There were two LPP applications received by December 15th, 2021; both projects were selected. The projects are:

- **Wabasha County** requested and is awarded **\$100,000** in State Funds through the MnDOT LPP. This project will realign CR 22 and remove the two existing skewed intersections.
- **Steele County** requested and is awarded **\$54,350** in State Funds through the MnDOT LPP. This project will upgrade existing traffic signals at the intersections of I-35 NB Ramps at CSAH 2/Hoffman Drive and I-35 SB Ramps at Bridge Street in the City of Owatonna.
- Also, a previously chosen LPP project located in **Faribault** was awarded an additional sum of **\$500,000**. This project is a proposed roundabout at the intersection of TH 3 and 30th Street NW. This project grew in magnitude due in part to MnDOT requirements and the LPP staff believe the project warranted additional funds.

The total sum for all 3 projects is **\$654,350**. Since the funding available is **\$1,300,000** in **FY 2024** and **\$1,400,000** in **FY 2025**; there still remains **\$645,650** available in **2024** and **\$1,400,000** in **2025**.

Therefore, we will issue a new solicitation for the funding not utilized in the current selection process. We hope to issue the new solicitation this summer. As a reminder, the selection committee consisted of 2 City Engineers, 2 County Engineers and 1 MnDOT Engineer.

Please call me or send a message if you have any questions regarding the Local Partnership Program (LPP). Thank you for your willingness to participate in the program.

Sincerely,
Craig Lenz
507-251-0016



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Hangar Rental Agreement

Background:

The City has received a renewal for a Hangar Rental Agreement from Don Ingraham, Cross Country Soaring, Inc. The lease term expires on December 31, 2023.

Recommendation:

Staff recommends that the Council approve the above referenced Hangar Rental Agreement.

Attachments:

1. B5 #933 CCS

HANGAR RENTAL AGREEMENT

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

This hangar rental agreement is made on: May 1, 2022

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

SECTION 1 – OCCUPANT

- 1.1 Occupant Name: Cross Country Soaring, Inc.
Occupant Address: 4321 120th Street West
Lonsdale, MN 55046

Referred to as the “Occupant” in this document.

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

SECTION 2 – HANGAR

- 2.1 Hangar. This agreement is for Hangars #933, as identified on the map maintained by the City of Faribault Public Works Department.
- 2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant’s rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.

The occupant has the right and privilege to use the hangar to operate a commercial glider business and store aircraft associated with that business during the term of this agreement. The Occupants rights and privileges to use the hangar only pertain to the commercial glider business operations and associated aircraft storage and to no other purpose without the prior written consent of the City, except that other uses consistent with the operation of the glider business and other items incidental to the use of aircraft associated with the business stored therein may occur. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

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

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

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

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

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

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, 2023. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.
- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

- 4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying

with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.

- 4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.
- 4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.
- 4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

- 5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).
- 5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.
- 5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

- 5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.
- 5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.
- 5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

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

The occupant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure

on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

- 6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.
- 6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.
- 6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.
- 6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.
- 6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1)

the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

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

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

If to the City: City of Faribault
Department of Public Works
208 NW 1st Avenue
Faribault, MN 55021

If to the occupant: Cross Country Soaring, Inc.
Occupant Address: 4321 120th Street West
Lonsdale, MN 55046

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

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

The term of this agreement begins on the date indicated: May 1, 2022

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

OCCUPANT:

Dated: 4-29-22

By: 
Don Ingraham,
Cross Country Soaring, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: May 10, 2022
SUBJECT: Approve State of Minnesota Grant Contract C010-21-4D for the Lyndale Trail

Background:

In 2021 we applied for the Local Trail Connections grant through the Minnesota DNR for the Lyndale Trail. We received that grant and have been working with the separate divisions of the DNR for approvals. We were finally able to complete all required components. We received the Contract for \$100,000 from the DNR to match the cost of the construction. The contract needs to be approved and then DocuSign'd by the Parks and Recreation Director, Finance Director and the Mayor.

Recommendation:

Approve State of Minnesota Grant Contract C010-21-4D with the DNR for the Lyndale Trail

Attachments:

1. LYNDALe_AVENUE_TRAIL contact



STATE OF MINNESOTA GRANT CONTRACT C010-21-4D

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Faribault ("Grantee"), 15 W. Division Street, Faribault, MN 55021.

Recitals

1. Under [Minn. Stat. 84.026](#), the commissioner of natural resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under Minn. Laws 2021, 1st Special Session, Chapter 6, Article 6, Section 2, Subd. 9d, the State has allocated funds for grants for local parks, trail connections, and natural and scenic areas under [Minn. Stat. 85.019](#).
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Lyndale Avenue Trail, to complete a new section of trail further developing our local trail system along CSAH 48/Lyndale avenue from town square land to highland place.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2021, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

Expiration date:

June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.2 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 20. Resource Management and Protection and 24. Land Retention and Deed Restriction.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Scope and Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment**4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed **\$100,000**.

(b) Matching Requirement

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is **\$250,000**. The Grantee agrees to provide a nonstate cash match of a least **\$150,000**.

(c) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$100,000**. Funds made available pursuant to this contract shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein.

Notwithstanding all other provisions of this contract, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2 Payment

The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local laws.

6 Authorized Representative

The State's Authorized Representative is **Daniel Golner, Grant Coordinator, Division of Parks and Trails, Department of Natural Resources, 500 Lafayette Road, Box 39, St. Paul, Minnesota 55155-4052, Daniel.Golner@state.mn.us, 251-259-5599**, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on

each invoice submitted for payment.

The Grantee's Authorized Representative is **Paul J Peanasky, Parks and Recreation Director, City of Faribault, 15 W. Division Street, Faribault, MN, 55021, ppeanasky@ci.faribault.mn.us, 507-334-2064**, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

The Grantee's Authorized Fiscal Agent is **Jeanne Day, Finance Director, City of Faribault, 208 1st Ave West, Faribault, MN, 55021, jday@ci.faribault.mn.us, 507-333-0345**, or his/her successor. If the Grantee's Authorized Fiscal Agent changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under [Minn. Stat. 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *Intellectual Property Rights*

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

(B) *Obligations*

A. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. 176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party, as a consequence of any act or omission on the part of these employees, are in no way the State’s obligation or responsibility.

12 **Publicity and Endorsement**

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the

sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Signage*

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

14.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 **Data Disclosure**

Under [Minn. Stat. 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Affirmative Action and Non-Discrimination**

- (a) The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified ([Minn. Stat. 363A.02](#)). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- (b) The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, (Minnesota Rules, part [5000.3500](#)).

- (c) The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

21 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. [Operational Order 113](#) is incorporated into this contract by reference. Duties are listed in Op Order 113 under Sections II and III (p. 5-8). The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

22 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 Land Retention and Deed Restriction

24.1 Land Retention

All land developed by this contract must be retained and operated for outdoor recreation for a period of twenty years beginning on the contract expiration date. All land acquired by this contract must be retained and operated for outdoor recreation in perpetuity and a condition of this requirement must be recorded with the deed using language provided in the grant contract.

No other use can be made of these lands without prior written approval of the State. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

24.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands acquired by this contract and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Trail Project Contract C010-21-4D, the City of Faribault does hereby impose the following restrictions on the property:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The Grantee shall not at any time convert any portion of the land to uses other than public outdoor recreation use without the prior written approval of the State acting through its commissioner of natural resources.

25 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

26 Conservation Corps Minnesota & Iowa

The Grantee must give consideration to contracting with Conservation Corps Minnesota & Iowa for contract restoration and enhancement services.

27 Purchasing Recycled and Recyclable Materials

The Grantee must use this funding in compliance with Minnesota Statutes, section 16C.0725, regarding purchasing recycled, repairable, and durable materials and Minnesota Statutes, section 16C.073, regarding purchasing and using paper stock and printing.

28 Energy Conservation and Sustainable Building Guidelines

The Grantee must ensure that the project complies with the applicable energy conservation and sustainable building guidelines and standards contained in law, including Minnesota Statutes, sections 16B.325, 216C.19, and 216C.20, and rules adopted under those sections. The recipient may use the energy planning, advocacy, and State Energy Office units of the Department of Commerce to obtain information and technical assistance on energy conservation and alternative-energy development relating to planning and constructing the capital improvement project.

29 Single Audit

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

30 Force majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15

Signed: Karen Patvin
63FBE77957A34A8...
Date: May 10, 2022

SWIFT Contract/PO No(s). 211736/PO# 3000208721

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Title: Faribault Parks and Recreation Director
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)
Title: _____
Date: _____

Distribution:
Agency
Grantee
State’s Authorized Representative

ATTACHMENT A

PROJECT SCOPE AND BUDGET

Recipient: City of Faribault

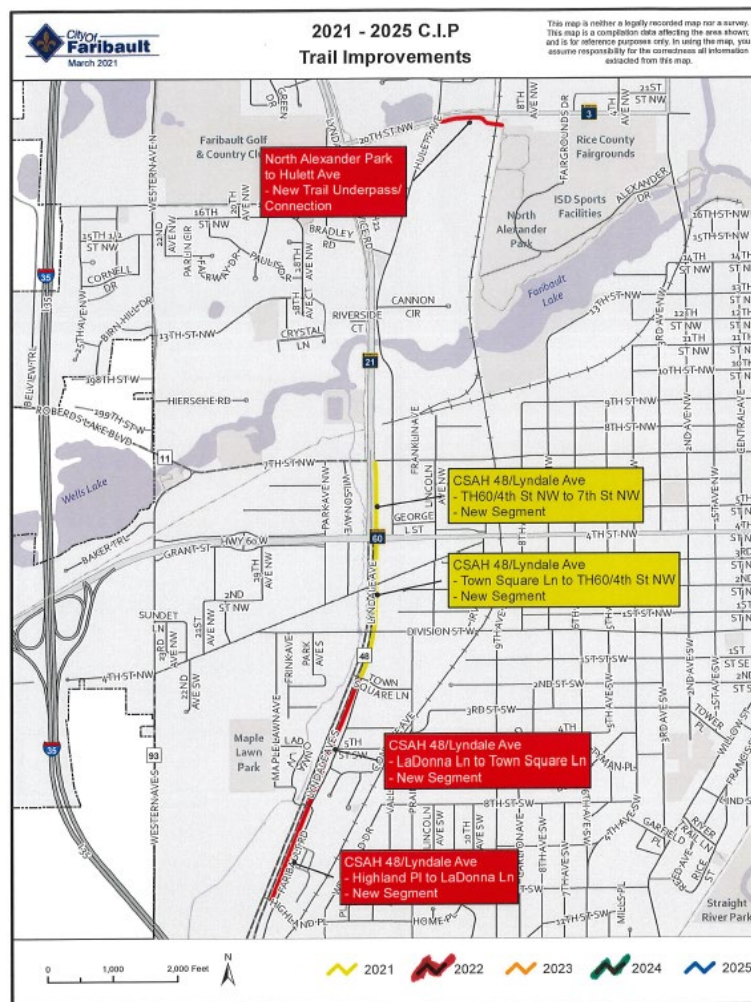
Grant/Project #: C010-21-4D

Grant Amount: \$ 100,000

Match: \$ 150,000

Total Project Cost: \$ 250,000

Project Scope: To complete a new section of trail further developing our local trail system along CSAH 48/Lyndale ave from town square land to highland place



Notes: The Financial Management Manual, payment request form and billing data sheet are available on our website at <http://www.dnr.state.mn.us/grants/recreation/index.html>. Click on the trail program in which you are participating and look under the “For the Grantee”, click on Project Administration, see *Grant Expenditures and Requests for Reimbursement* for the manual and forms.

Grant for Legislatively-named Municipality FY21: Updated November 2020



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: May 10, 2022
SUBJECT: Approve Public At-Grade Pedestrian Agreement with Union Pacific Railroad Company

Background:

The City and Union Pacific Railroad (UPRR) have been working on plans to construct an at grade pedestrian crossing of the UPRR tracks on the south side of the viaduct bridge to provide a formal railroad track crossing into Teepee Tonka park that would connect the park to the City bike trail system. Late on May 10, 2022, the UPRR sent over the attached Public At-Grade Pedestrian Agreement. This agreement stipulates the conditions of the crossing agreement and must be signed and executed by the City before the UPRR will schedule the track replacement work needed to accommodate the crossing. The track replacement work is done by UPRR forces and paid for by the City. The attached agreement also requires a \$3,000 license fee to be paid by the City. Pending approval and the schedule of the UPRR track work, the City will bid the remainder of the work to coordinate the improvements as early as possible.

Recommendation:

Approve Public At-Grade Pedestrian Agreement with Union Pacific Railroad Company Including License Fee and Authorize City Administrator to Execute Said Agreement and Make Any Minor Changes Necessary to Execute the Agreement.

Attachments:

1. 0771598 public pedestrian at grade path DOT 975568E Faribault MN

PUBLIC AT-GRADE PEDESTRIAN AGREEMENT

DOT # 975568E
299.62 – Albert Lea Subdivision
Faribault, Rice County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2022 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 ("Railroad") and **CITY OF FARIBAULT**, a municipal corporation or political subdivision of the State of Minnesota to be addressed at 1200 Belview Trail, Faribault, Minnesota 55021 ("Political Body").

RECITALS:

The Political Body desires to undertake as its project (the "Project") the construction of a new at-grade pedestrian trail to accommodate pedestrians and bicyclists, including the appurtenances related thereto, including, without limitation, all applicable fencing, warning signs, pedestrian and bicycle control facilities and other related improvements shown in the **Exhibit A-1** type, size, and location prints as described below, on, along, across and over Railroad's property and trackage at DOT No. 975568E, Railroad's Mile Post 299.62 on the Railroad's Albert Lea Subdivision at or near Faribault, Rice County, Minnesota (the "Crossing Area"). The Crossing Area is generally shown on the survey print marked **Exhibit A**, attached hereto and hereby made a part hereof. The portion of the pedestrian trail located within the Crossing Area is the "Roadway".

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT.

For and in consideration of the sum of Three Thousand Dollars **(\$3,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0771598

D. In addition to the insurance coverage the Political Body's Contractor is required to obtain pursuant to the CROE Agreement, the Political Body shall, at its sole cost and expense, procure and maintain in effect during the entire term of this Agreement the insurance required in Railroad's Insurance Requirements marked **Exhibit E**, attached hereto and made a part hereof. The insurance to be procured and maintained by the Political Body hereunder shall not be permitted to expire or be canceled unless thirty (30) days prior written notice is provided to the Railroad, and the Political Body shall notify the Railroad of any cancellation, suspension or nonrenewal within seven (7) days of the Political Body's receipt of notice from the insurance company to that effect. Subject to the Railroad's prior review and approval (which approval shall be in the Railroad's sole discretion), the Political Body may self-insure all or a portion of the insurance coverage required to be maintained by the Political Body pursuant to **Exhibit E**.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY THE RAILROAD; BILLING SENT TO POLITICAL BODY POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated January 6, 2022, and January 3, 2022, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is Sixty Eight Thousand Eight Hundred One Dollars (\$68,801.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimates.

C. The Political Body acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the

Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by the Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities

(the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement shall become effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. MONITORING AND MITIGATION OBLIGATIONS

The Political Body and the Railroad agree to continually assess and monitor the public's use of the pedestrian trail in accordance with the terms of this Agreement and shall

reasonably cooperate to address any safety concerns posed by the use of the pedestrian trail by the public, including without limitation, mitigating and deterring incidents of trespass by the public on the Railroad's property. Any mitigation strategy proposed by the parties shall take into consideration factors of cost and safety and shall not obstruct or hinder the Railroad's operations. In accordance with Section 8 above, the Railroad shall have the right to review and approve plans for any improvements to be constructed or installed on the Railroad's property as part of any mitigation strategy adopted by the parties under this Section 11.

Section 12. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements set forth in the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.
- (v) The Political Body has procured the insurance required under Section 4D above.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

Section 16. LIABILITY

The Political Body, for itself and its successors and assigns, acknowledges that its use and occupancy of the Crossing Area is at the Political Body's own risk, and the Political Body agrees to and does assume all risks thereof and incidental thereto, including without limitation, risks incident to train operations within the Railroad's right of way. The Political Body acknowledges that such use of the Crossing Area for the purposes set forth herein will subject the Railroad's property and operations to additional hazards and liability; and as material consideration for this Agreement, the Political Body, to the extent permitted by law, shall release, save, protect, defend, indemnify and hold harmless the Railroad, and its respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of the Railroad or the Political Body and of any Contractor as well as other persons) or loss of or damage to property whatsoever (including property of or in the custody of the Railroad, the Political Body or any Contractor as well as other property). The Political Body's obligations to indemnify shall accrue when such injury, death, loss or damage occurs or arises from (A) the presence or use of the pedestrian trail, (B) the trespass upon the Railroad's right of way and trackage outside of the Crossing Area by the Political Body, its agents, employees, Contractors, invitees or permitted users or (C) a breach of this Agreement.

Section 17. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 18. SURFACE MAINTENANCE

The Railroad shall maintain the crossing between the track tie ends at Political Body's expense. Political Body agrees to pay to Railroad the sum of Four Hundred Three Dollars (\$403.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the crossing area between track tie ends located within the Crossing Area. See Exhibit C. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the area between lines two (2) feet outside of the rails of each track. See lower left hand corner of Exhibit C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
Printed Name: _____
Title: _____

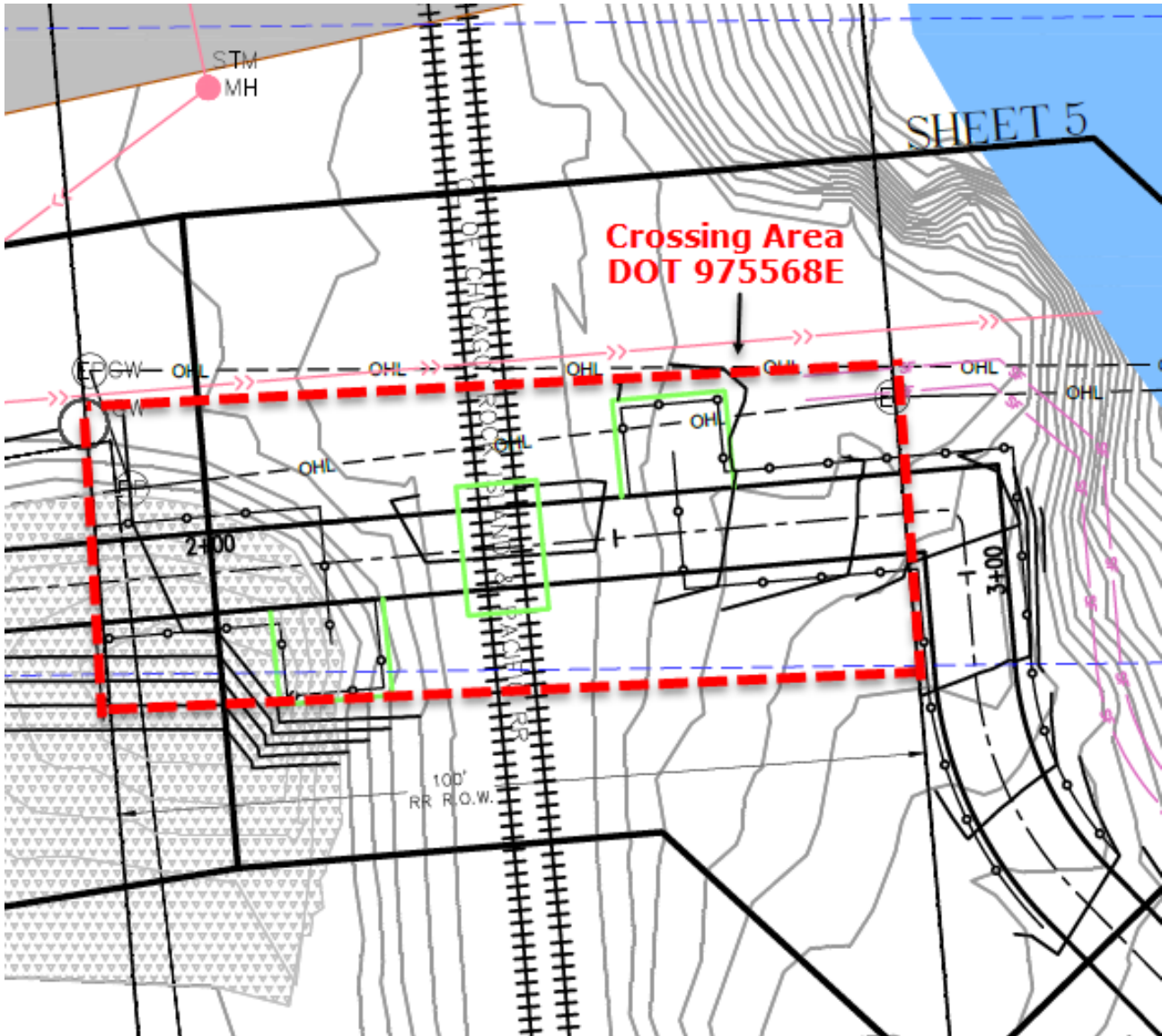
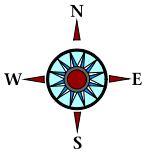
CITY OF FAIRBAULT

By _____
Printed Name: _____
Title: _____

**EXHIBIT A
TO
PUBLIC AT-GRADE PEDESTRIAN AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

EXHIBIT "A"



WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

EXHIBIT "A" UNION PACIFIC RAILROAD COMPANY

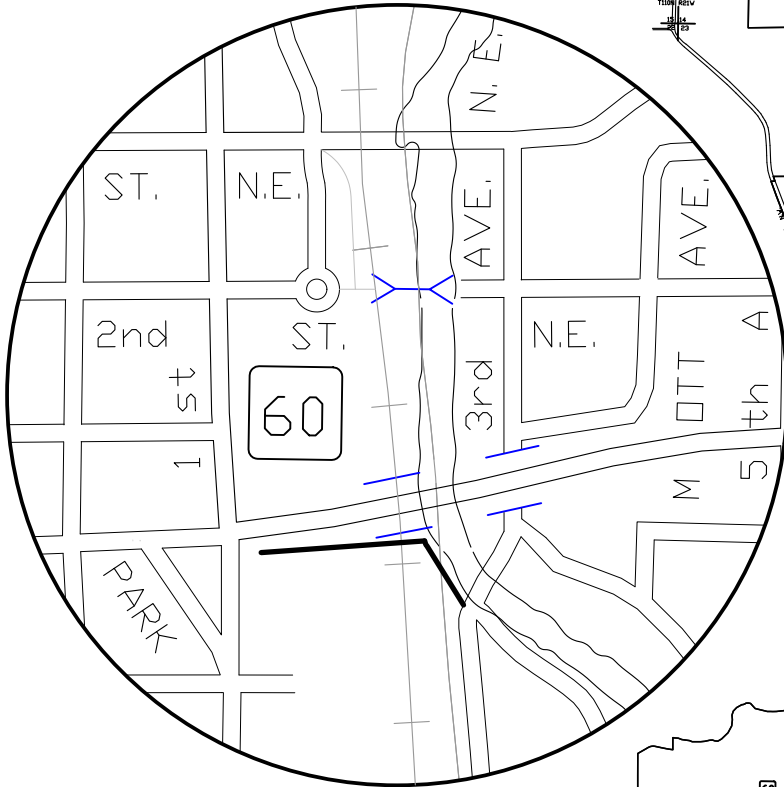
SUBDIVISION: Albert Lea
LICENSEE: City of Faribault
RAILROAD MILEPOST: 299.62
Faribault, Rice County, Minnesota
Project No. 0771598

**EXHIBIT A-1
TO
PUBLIC AT-GRADE PEDESTRIAN AGREEMENT**

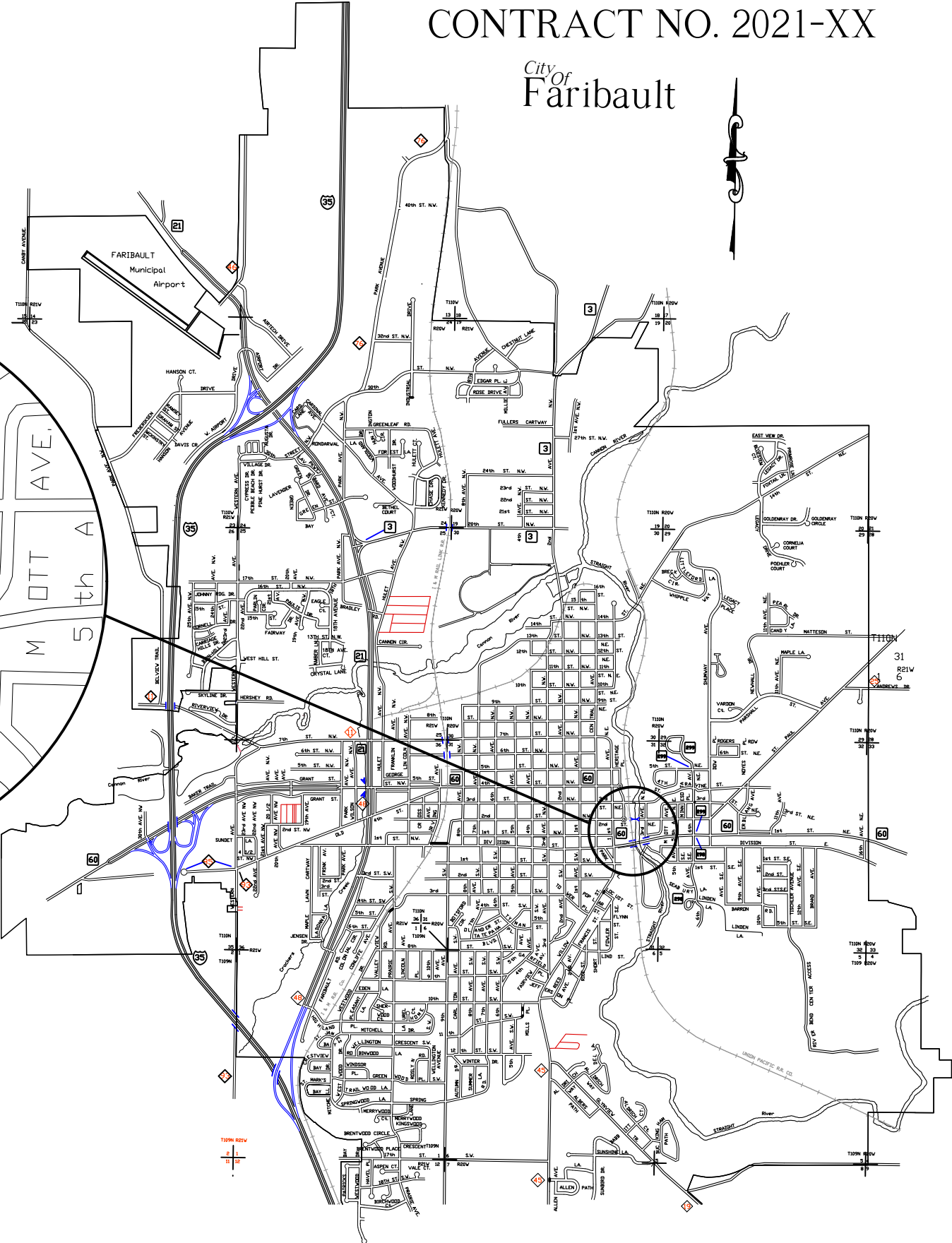
Exhibit A-1 will be the type, size and location prints of the pedestrian trail (see Recitals)

2021 TEEPEE TONKA PARK RAIL CROSSING
CONTRACT NO. 2021-XX

City of
Faribault



TEEPEE TONKA
RAIL CROSSING



INDEX OF SHEETS

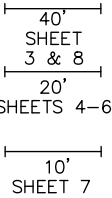
SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2	TYPICAL SECTIONS/CONST. DETAILS
SHEET NO. 3	OVERALL PLANVIEW
SHEET NO. 4-6	RAIL CROSSING PLAN/PROFILE
SHEET NO. 7	SIGN/STRIPING/MAZE DETAILS
SHEET NO. 8	RIGHT-OF-WAY RESTORATION
SHEET NO. 9-11	RAIL CROSSING - CROSS SECTIONS

THIS PLAN CONTAINS 11 SHEETS

CONSTRUCTION NOTE:

TOTAL AREA DISTURBED = 0.75 ACRES
TOTAL NEW IMPERVIOUS SURFACES = 5150 SQ FT

SCALES



GOVERNING SPECIFICATIONS

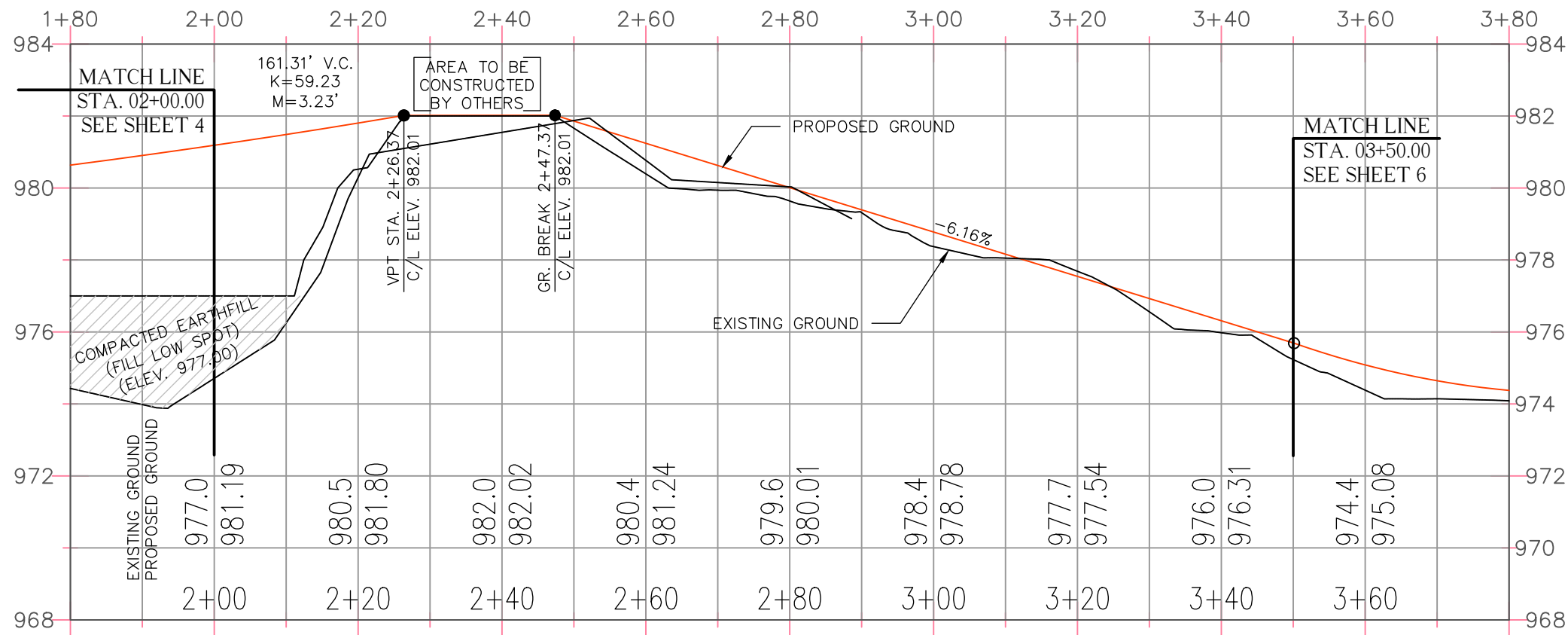
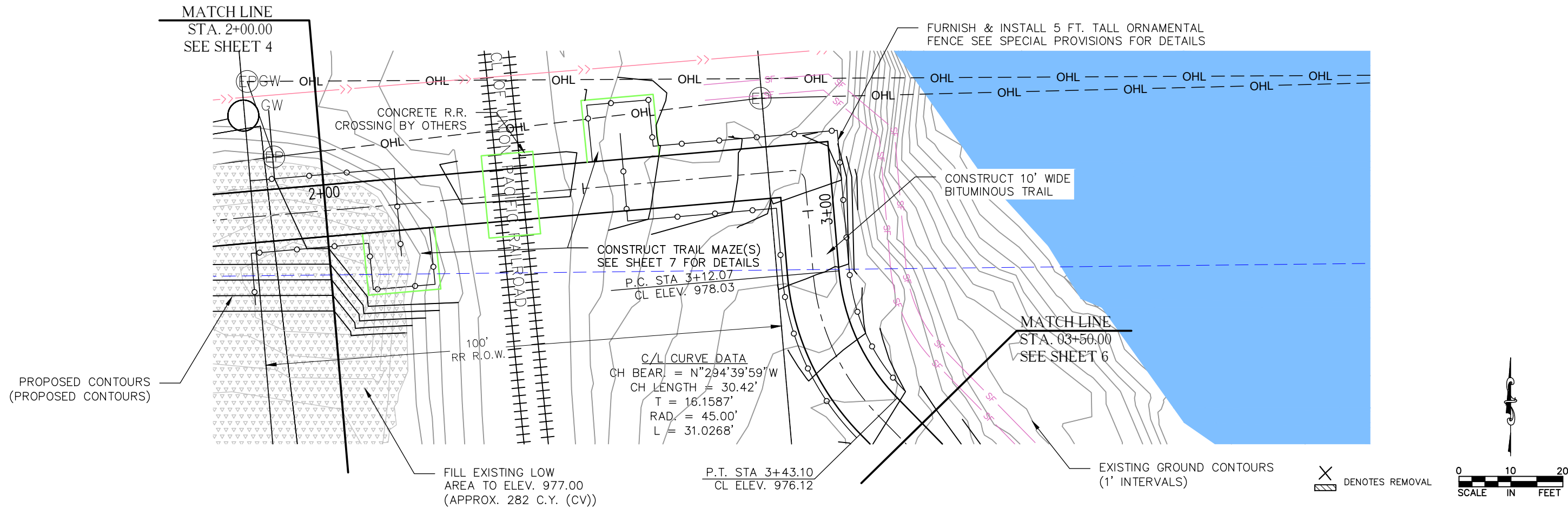
ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION - 2018 EDITION, THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS - 2013 EDITION, AND THE SPECIAL PROVISIONS.

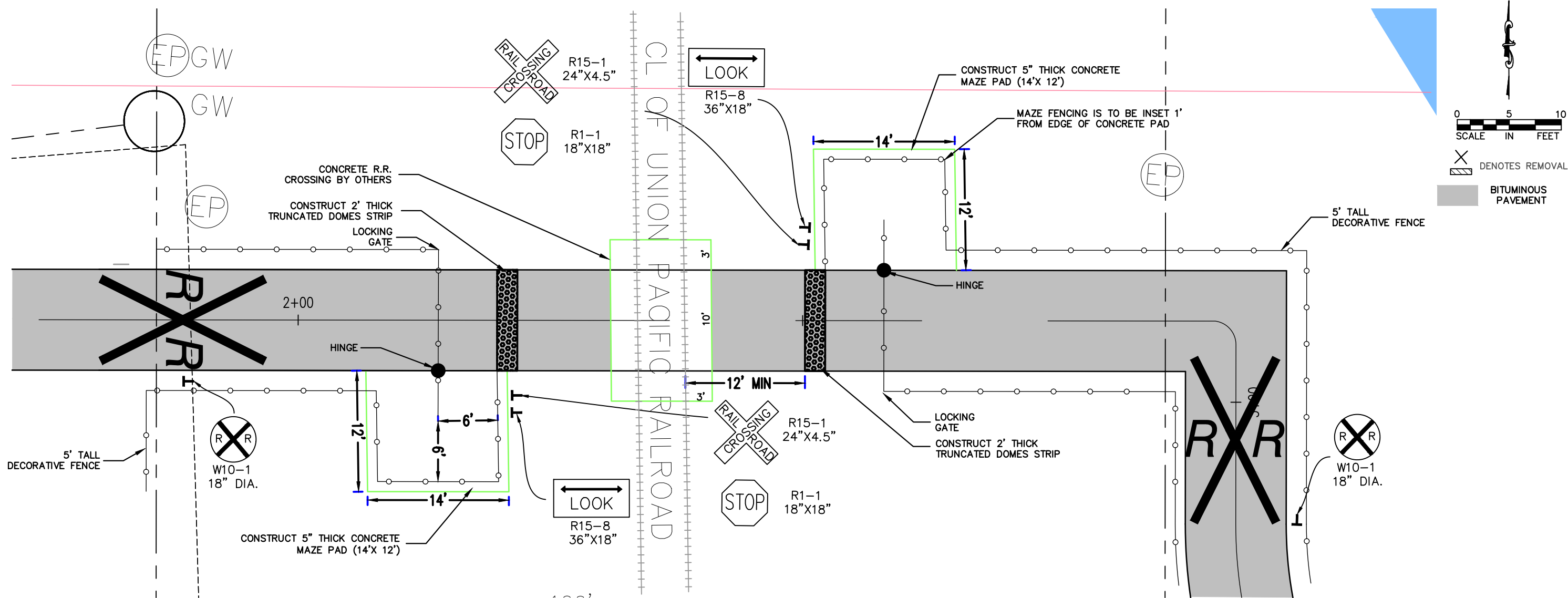
ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.


CITY ENGINEER

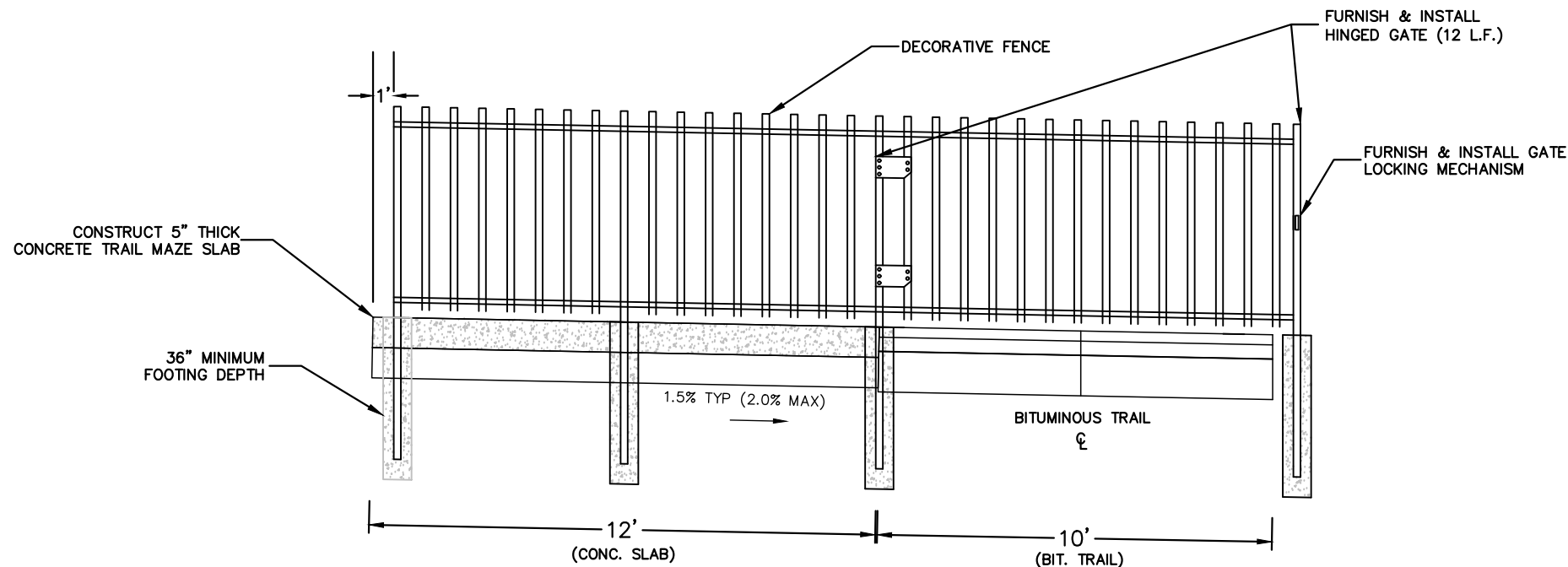
ALL UTILITY INFORMATION SHOWN IN THIS PLAN IS UTILITY QUALITY LEVEL "D".
THIS QUALITY LEVEL HAS BEEN DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-.2
ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE
UTILITY DATA".

	PLAN: D-XXXX	SHEET 1
	OF 11	
2021 TEEPEE TONKA PARK RAIL CROSSING TITLE SHEET & LOCATION MAP	DESIGN BY: MWD CITY CONTRACT: 2021-XXX DATE: JULY, 2021	TJQ DRAWN BY: XXX DATE: JULY, 2021
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		 MARK W. DUCHENE, P.E. L.C. NO. 46594 DATE XXX

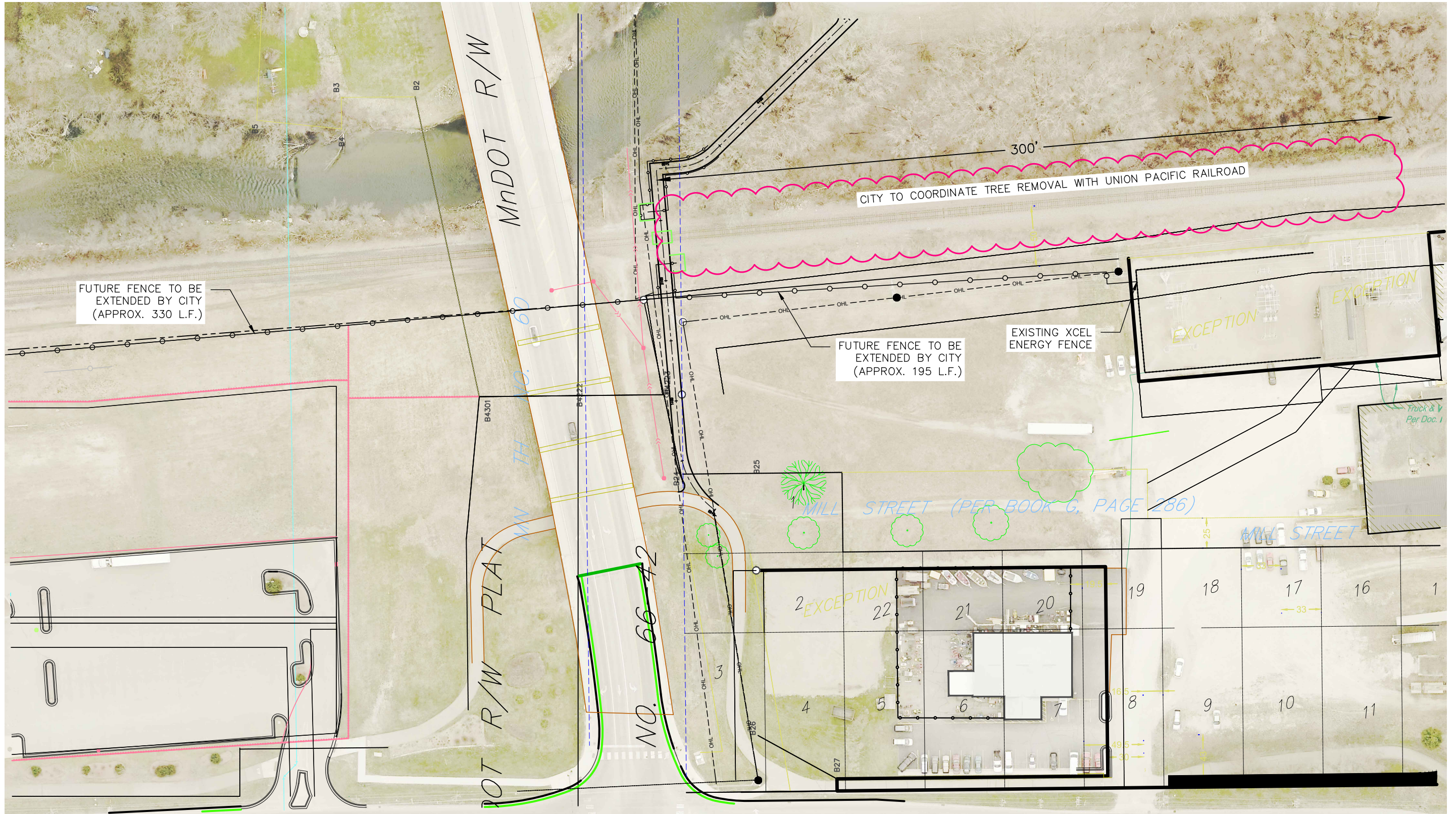




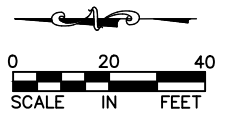
- CONSTRUCTION NOTES:**
- (1) EDGE OF CONCRETE TRAIL MAZE IS TO BE A MINIMUM OF 12 L.F. AWAY FROM NEAREST RAIL.
 - (2) DECORATIVE FENCING PER SPECIAL PROVISIONS
 - (3) DECORATIVE FENCE IS TO BE INSTALLED WITH A 1 L.F. INSET FROM TRAIL MAZE CONCRETE EDGES
 - (4) LOCKING SYSTEM FOR HINGED GATES ARE TO BE APPROVED BY ENGINEER.
 - (5) RAILROAD TRACK CROSSING TO BE INSTALLED BY OTHERS.
 - (6) ALL DECORATIVE FENCE TO INCLUDE CONCRETE MOW STRIP
 - (7) COORDINATE WITH CITY OF FARIBAULT STREET DEPT. REGARDING SIGNS NEEDED FOR INSTALLATION



TRAIL MAZE
TYPICAL SECTION
(NOT TO SCALE)



X DENOTES REMOVAL



City of Faribault ENGINEERING DEPARTMENT	2021 TEEPEE TONKA PARK RAIL CROSSING		DESIGN BY: MWD	DRAWN BY: TJQ	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. LIC. NO. 48894 DATE XX
	RIGHT-OF-WAY RESTORATION		CITY CONTRACT: 2021-XX	DATE: JULY, 2021	
	PLAN: XXX				
	SHEET 8				
	OF 11				

EXHIBIT B
TO
PUBLIC AT-GRADE PEDESTRIAN AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the

performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an

authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the

Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC AT-GRADE PEDESTRIAN AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimates.

EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

1/3/2022

LOCATION:

Private - City of Faribault

DOT: 975568E

SUBDIVISION

Albert Lea

STATE:

MN

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 1,000	\$ -	\$ -	\$ 1,000.00	\$ 1,000
Construction Submittals	\$ 3,000	\$ -	\$ -	\$ 3,000.00	\$ 3,000
Construction Management	\$ 3,000	\$ -	\$ -	\$ 3,000.00	\$ 3,000
Final Inspection	\$ 3,000	\$ -	\$ -	\$ 3,000.00	\$ 3,000
FLAGGING / INSPECTION SERVICES					
RATE (per day)	\$ 1,400				
Estimated # Days of Flagging	0	\$ -	\$ -	\$ -	\$0
TOTAL PROJECT:	\$ 10,000	\$ -	\$ -	\$ 10,000.00	\$10,000

TOTAL ESTIMATED COST:

\$10,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Material And Force Account Estimate

Faribault

Estimate Number: 136772 Version: 1

Standard Rates: Labor Additive = 70%

Estimate Good Until 01/06/23

Location: ALBERT LEA SUB, SIMN, 299.44-299.48

Description of Work: 975568E Private Faribault MN 299.46 Albert Lea Sub

Prepared For: Faribault

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100	
ENGINEERING											
		Engineering	1	LS	6,293.00	6,293	0	6,293	0	6,293	
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	576.34	0	576	576	0	576	
Sub-Total =						6,293	2,376	8,669	0	8,669	
TRACK CONSTRUCTION - COMPANY											
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450	
	RDXING	RDXING 115# CON 9W 9" PP-PAN W. TIES, RAIL	16	TF	732.45	4,303	7,416	11,719	0	11,719	
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	24	TF	460.90	6,463	4,599	11,062	0	11,062	
Sub-Total =						22,215	12,016	34,231	0	34,231	
TRACK REMOVAL - COMPANY											
	TRACK	Remove Track	40	TF	22.51	901	0	901	0	901	
Sub-Total =						901	0	901	0	901	
EQUIPMENT RENTAL											
		Equipment Rental	1	LS	15,000.00	0	15,000	15,000	0	15,000	
Sub-Total =						0	15,000	15,000	0	15,000	
Total Wgt. in Tons = 162						Totals =	29,409	29,392	58,801	0	58,801

Est. Annual Mtc. Cost =

\$403

Grand Total =

\$58,801

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Faribaul will pay actual construction costs at the current rates effective thereof.

EXHIBIT D
TO
PUBLIC AT-GRADE PEDESTRIAN AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Manager
Project No. 0771598

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

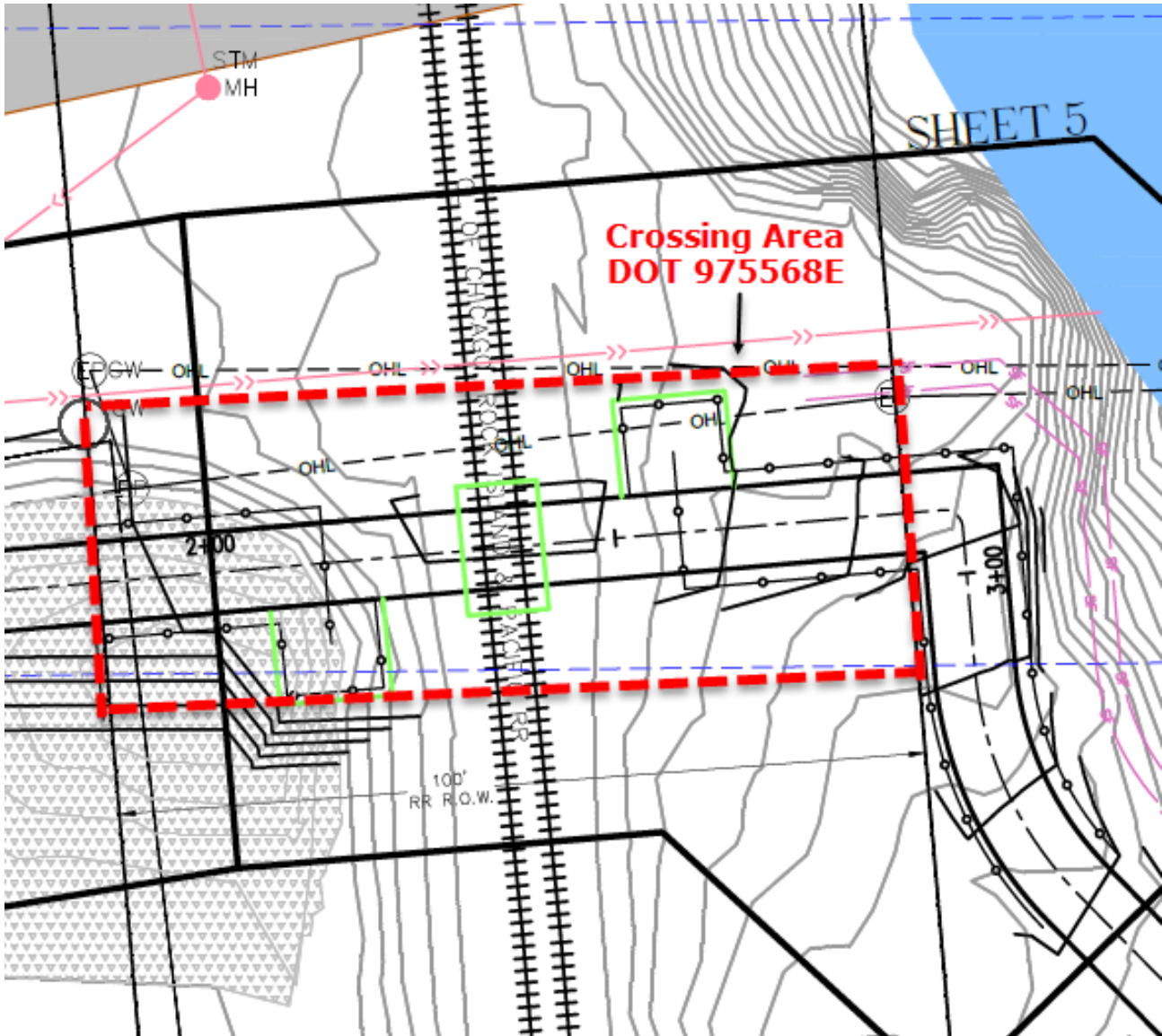
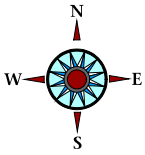
Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT "A"



WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

EXHIBIT "A" UNION PACIFIC RAILROAD COMPANY

SUBDIVISION: Albert Lea
LICENSEE: City of Faribault
RAILROAD MILEPOST: 299.62
Faribault, Rice County, Minnesota
Project No. 0771598

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY

TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT E
TO
PUBLIC AT-GRADE PEDESTRIAN AGREEMENT

RAILROAD'S INSURANCE REQUIREMENTS

Section 1. REQUIRED INSURANCE.

The Political Body shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the entire term of this Agreement the following insurance coverage. The Political Body shall procure and maintain, or cause to be procured and maintained by its Contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair, renewal, reconstruction or removal work.

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Political Body's statutory liability under the workers' compensation laws of the state where the work is being performed.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If the Political Body is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Consistent with the terms hereof, the Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. The Contractor shall provide this Agreement to the Contractor's insurance agent(s) and/or broker(s), and the Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO THE RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If the Political Body utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in this Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to the Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, the Political Body must furnish to the Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to the Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for the Railroad's negligence whether sole or partial, active or passive, and shall not be limited by the Political Body's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement. The provisions of this Paragraph H regarding the deletion of the punitive damages exclusion shall only apply if permitted by the laws of the state where the Project is located.
- I. The Political Body waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Concurrently with the execution of this Agreement, the Political Body shall furnish the Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to the Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Project is located.
- L. The fact that insurance is obtained by the Political Body will not be deemed to release or diminish the liability of the Political Body, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by the Railroad from the Political Body or any third party will not be limited by the amount of the required insurance coverage.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: May 10, 2022
SUBJECT: Ordinance 2022-11 Annexing Certain Lands from Cannon City Township and Zoning Such Lands in the I-1, Light Industrial District - Second Reading

Background:

On April 26, 2022, the Faribault City Council approved the first reading of Ordinance 2022-11 Annexing Certain Lands from Cannon City Township and Zoning Such land in the I-1, Light Industrial District. Per Minnesota Statutes, the City must also conduct a public hearing on the proposed annexation. The City properly noticed the public hearing for the May 10, 2022, City Council meeting. After opening and closing the public hearing, the City Council is asked to take action on the second reading of Ordinance 2022-11. Since the first reading, there have been no substantive changes to Ordinance 2022-11. The annexation and zoning contemplated by Ordinance 2022-11 will be final on the date of approval by the Chief Administrative Law Judge associated with the Office of Administrative Hearings.

Recommendation:

Approve the second reading of Ordinance 2022-11.

Attachments:

1. Ordinance 2022-11 An Ordinance Annexing Certain Lands from Cannon City Township and Zoning Such Lands I-1, Light Industrial - Second Reading

**CITY OF FARIBAULT
ORDINANCE NO. 2022-11**

**ANNEXING CERTAIN LANDS FROM CANNON CITY TOWNSHIP AND ZONING SUCH
LANDS IN THE I-1, LIGHT INDUSTRIAL DISTRICT**

THE CITY OF FARIBAULT ORDAINS:

WHEREAS, on March 18, 2022, the City of Faribault (the "City") received a petition for annexation of 2.38 acres of real property that is legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Identified Land"); and

WHEREAS, in accordance with Minnesota Statutes, section 414.033, subd. 2b, the City held a public hearing on May 10, 2022, after giving 30 days' notice thereof by certified mail to the owner of the Identified Land, Cannon City Township, and all landowners within and contiguous to the Identified Land; and

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

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

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

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

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

WHEREAS, the City also provided the petitioner with written notice that the cost of electric utility service may change if the land is annexed into the City and such notice included an estimate of the changes in such service.

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

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

set forth herein.

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

Section III. Taxes payable to Cannon City Township in 2022 on the Identified Land total \$128.57 and those 2022 taxes shall be paid to Cannon City Township. Pursuant to Minnesota Statutes, section 414.036, the City shall make a cash reimbursement to Cannon City Township with respect to the property taxes in accordance with the following schedule: The City shall pay Cannon City Township the sum of \$160.71 in 2023 and the sum of \$160.71 in 2024. The total of said two-year reimbursement amount equates to 250% of the taxes payable to Cannon City Township on the Identified Land during 2022.

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

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

Section VI. Upon annexation to the City, the Identified Land shall be zoned I-1, Light Industrial on the City's Official Zoning Map and guided for Commercial/Industrial/Mixed-Use.

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

First Reading: April 26, 2022

Second Reading and Public Hearing: May 10, 2022

Publication Date: May 17, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

Legal Description of the Identified Land

All that part of the S1/2 of the N1/2 of the NE1/4 of Section 19, Township 110 North, Range 20 West of the 5th P.M., Rice County, Minnesota, lying southeasterly from the center line of Minnesota Trunk Highway No. 3; and westerly of the proposed highway, as set forth in that certain Final Certificate, recorded in Book 225 of Deeds, on pages 48-62, in the office of the County Recorder, Rice County, Minnesota. EXCEPTING THEREFROM that part of the above described property, shown as Parcel 201 on Minnesota Department of Transportation Right of Way Plat Numbered 66-4 as the same is on file and of record in the Office of the County Recorder, Rice County, Minnesota; and subject to rights of access if any of record.

ALSO EXCEPTING THEREFROM That part of the NW1/4 of the NE1/4 of Section 19, Township 110 North, Range 20 West, shown as Parcel 301 on Minnesota Department of Transportation Right of Way Plat Numbered 66-37 as the same is on file and of record in the Office of the County Recorder in and for Rice County, Minnesota.

EXHIBIT B
Depiction of the Identified Land





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-11

Background:

Ordinance 2022-11 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-11.

Recommendation:

Approve the attached summary publication of Ordinance 2022-11.

Attachments:

1. Ordinance 2022-11 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-11

ANNEXING CERTAIN LANDS FROM CANNON CITY TOWNSHIP AND ZONING SUCH LANDS IN THE I-1, LIGHT INDUSTRIAL DISTRICT

On May 10, 2022, the Faribault City Council, after conducting a public hearing, approved Ordinance 2022-11, annexing approximately 2.38 acres of land contiguous to the city, commonly known as 18295 Faribault Boulevard (Rice County PID 11.19.1.25.004). The approved ordinance zones the property as I-1, Light Industrial. The annexation and zoning contemplated by Ordinance 2022-11 will be final on the date of approval by the Chief Administrative Law Judge associated with the Office of Administrative Hearings. A complete copy of the ordinance, including the legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: April 26, 2022

Second Reading and Public Hearing: May 10, 2022

Publication: May 17, 2022



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: May 10, 2022
SUBJECT: Resolution 2022-100 Approve a Conditional Use Permit for a Single-Family Use in a C-2 Highway Commercial District at 930 1st Street NE

Background:

Richard and Angela Jeanes have purchased the former small engine repair shop at 930 1st Street NE. The site is currently zoned C-2 Highway Commercial District. The property consists of a single-family dwelling with the former repair shop located in the lower level. The previous occupant had both lived on premise and operated a business there as well, but a Conditional Use Permit (CUP) now required for residential uses in this district, had not previously been issued by the City for this site.

Mr. and Mrs. Jeanes are seeking a CUP for a single family residential use in the C-2 district. On the property they intend to reside and operate a licensed home daycare. They currently operate an in-home daycare now and are seeking to convert the former repair shop area for daycare use at the subject site. The owners are not proposing any exterior improvements to the site other than fencing for the children's play area.

At its meeting of May 2, 2022, the Planning Commission, after proper notice, held a public hearing regarding the application. No objections were received from the public. City staff presented a report regarding the application and recommended its approval. The Planning Commission by a vote of 4-0 approved findings in support of the application and recommends City Council approve the Conditional Use Permit as requested.

Recommendation:

Adopt Resolution 2022-100 to approve the CUP as requested for a single family residential use with an in-home daycare in the C-2 District, at 930 1st Street NE subject to the proposed conditions of approval.

Attachments:

1. Resolution 2022-100 Approve CUP for SF Residential Use in Commercial District at 930 1st St NE
2. Staff Report To Planning Commission - Jeanes CUP

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-100

APPROVE A CONDITIONAL USE PERMIT FOR A SINGLE-FAMILY USE IN A C-2 HIGHWAY COMMERCIAL DISTRICT AT 930 1ST STREET NE

WHEREAS, Richard and Angela Jeanes (the Applicants), have requested a conditional use permit a single-family residence with an in-home daycare in the C-2 Highway Commercial District at 930 1st Street NE, legally described in Exhibit A of this resolution; and

WHEREAS, residential uses are allowed in the C-2 District with a conditional use permit; and

WHEREAS, City Staff has completed a review of the application they have determined that the proposed residential use with an in-home daycare licensed by the State of Minnesota is compatible with adjoining uses; and

WHEREAS, City Staff made a report to the Planning Commission pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on May 2, 2022, following proper notice, held a public hearing regarding the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit request based on the following written findings:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Expanded Finding: The proposed single-family residential use and in-home daycare licensed by the state will not be detrimental to the public health, safety, and comfort of residents in the 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.**

Expanded Finding: The proposed use of the property specified in this application will not injure other property, nor will it impede orderly development in 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.**

Expanded Finding: The uses proposed with this application will not require changes in the appearance and character of the existing building.

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

Expanded Finding: The proposed use of the property as a single-family dwelling with an in-home daycare will not impose hazards or disturbing influences on neighboring properties.

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

Expanded Finding: The proposed uses will likely improve the value of the subject site and therefore will not diminish neighboring property values.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

Expanded Finding: Public sewer, water, and all other applicable municipal services serve the subject property.

- 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.**

Expanded Finding: The proposed use of the property will not create new demands for facilities and services at public cost.

- 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.**

Expanded Finding: The proposed use will not affect traffic congestion in the public streets.

- 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.**

Expanded Finding: The proposed use will be constructed within the existing residence at the site and will not result in building expansion. The proposed use will not adversely affect any feature of 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.**

Expanded Finding: The City's Land Use Plan guides the subject property for mixed commercial and residential uses consistent

with the application in this case. The application if approved will not adversely affect Faribault's natural resources.

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

Expanded Finding: The proposed conditional use permit is consistent with setback and other City Code requirements for this district.

WHEREAS, the City Council held a public meeting on May 10, 2022, during which it considered the Applicant's conditional use permit request; and

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

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

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit request for a single-family residence with an in-home daycare licensed by the State of Minnesota to located in an existing home on site at 930 1st Street NE.

Section 2: Conditions Attached to the Approval of the Conditional Use Permit. The conditional use permit includes the following conditions:

1. Complete remodeling in the building according to Building Code Requirements necessary for occupancy as a residence and in-home daycare center.
2. Before beginning any further construction on the property, the owner must obtain all required building permits, grading permits, and other applicable permits.
3. This conditional use permit will automatically be voided if the proposed uses have not taken place within one (1) year of the approval of the conditional use permit unless the City Council has granted a petition for a time extension. The Owner must submit a written request for

extension at least thirty (30) days before the expiration of the conditional use permit and must state facts showing a good faith effort to complete work permitted under the original approval.

4. The owner must maintain the property in good condition including but not limited to all paved surfaces required for driveways, siding materials and exterior paint, landscaping and daycare play equipment if any.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.

6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 4. Findings and Incorporation of Recitals and Exhibits. Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution is effective immediately upon its passage and without publication.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

Legal Description

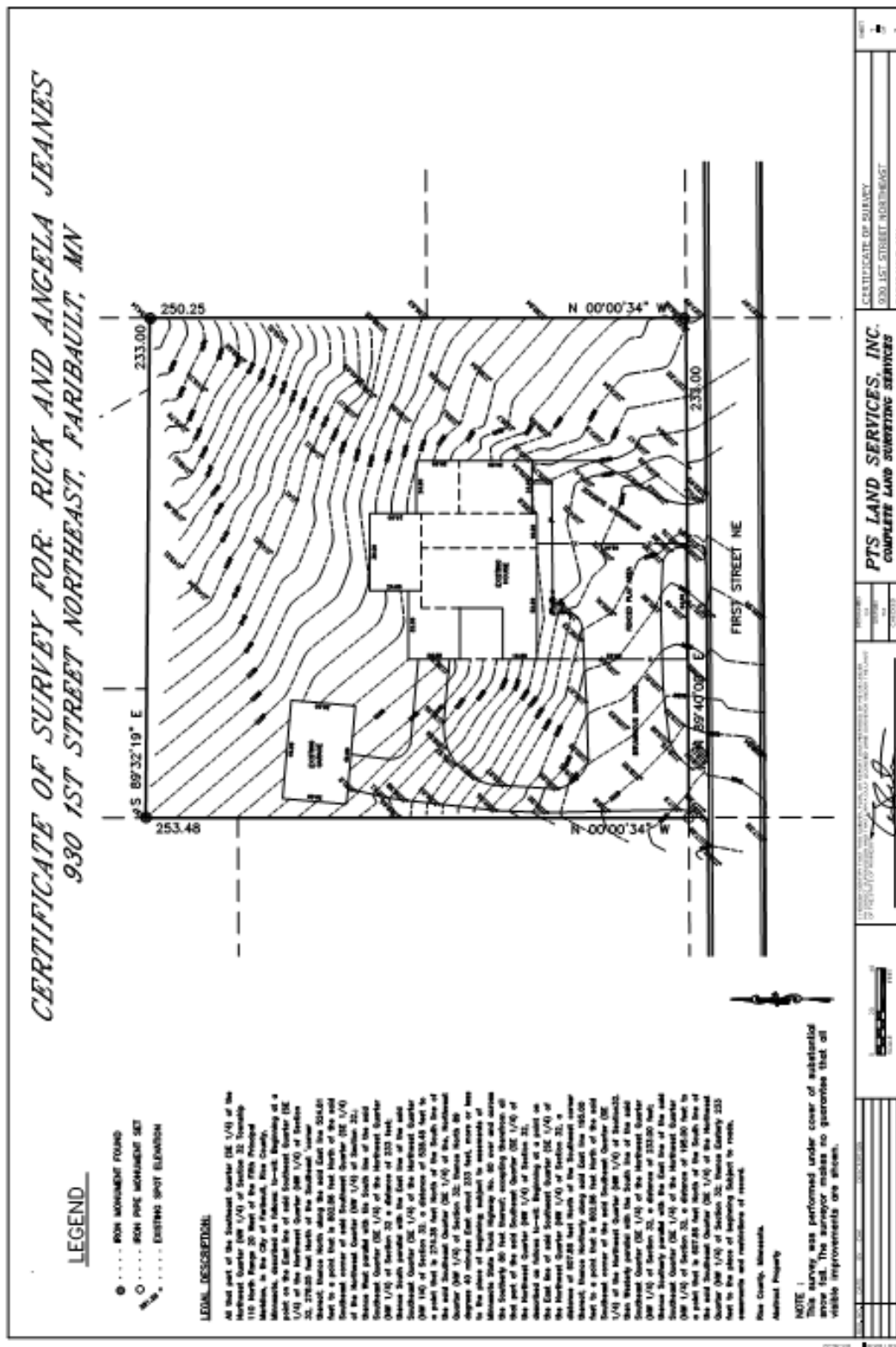
All that part of the Southeast Quarter of the Northwest Quarter of Section 32 Township 110 North Range 20 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows, to-wit: Beginning at a point on the East line of said Southeast Quarter of the Northwest Quarter of Section 32, 278.05 feet North of the Southeast corner thereof; thence North along the said East line 524.81 feet to a point that is 802.86 feet North of the said Southeast corner of said Southeast Quarter of the Northwest Quarter of Section 32; thence West parallel with the South line of the said Southeast Quarter of the Northwest Quarter of Section 32, a distance of 233 feet; thence South parallel with the East line of the said Southeast Quarter of the Northwest Quarter of Section 32, a distance of 528.48 feet to a point that is 274.38 feet North of the South line of the said Southeast Quarter of the Northwest Quarter of Section 32; thence North 89 degrees 40 minutes East about 233 feet, more or less to the place of beginning; excepting therefrom all that part of the said Southeast Quarter of the Northwest Quarter of Section 32, described as follows to-wit: Beginning at a point on the East line of said Southeast Quarter of the Northwest Quarter of Section 32, a distance of 607 .86 feet North of the Southeast corner thereof; thence Northerly along the said East line 195.00 feet to a point that is 802.86 feet North of the said Southeast corner of the said Southeast Quarter of the Northwest Quarter of Section 32, thence Westerly parallel with the South line of the said Southeast Quarter of the Northwest Quarter of Section 32, a distance of 233.00 feet; thence Southerly parallel with the East line of the said Southeast Quarter of the Northwest Quarter of Section 32, a distance of 195.00 feet to a point that is 607 .86 feet North of the South line of the said Southeast Quarter of the Northwest Quarter of Section 32; thence Easterly 233 feet to the place of beginning.

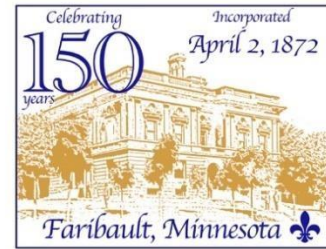
PID # 18-32-2-75-006

Address: 930 1st St. NE, Faribault, MN 55021

Exhibit B

Certificate of Survey





Staff Report

TO: Planning Commission
FROM: Peter Waldock, AICP Planning Coordinator
MEETING DATE: May 2, 2022
SUBJECT: Conditional Use Permit Application for a Single-Family Use in a C-2 Highway Commercial District at 930 1st St NE

BACKGROUND / PROJECT SUMMARY

Richard and Angela Jeanes have purchased the former small engine repair shop at 930 1st Street NE. The site is currently zoned C-2 Highway Commercial District. The property has a single-family dwelling with the former repair shop in the lower level. The previous occupant had lived on premise and operated a business there as well, but a Conditional Use Permit (CUP) now required for residential uses in this district had not previously been issued by the City for this site.

Mr. and Mrs. Jeanes are seeking a CUP for Single Family use in the C-2. As part of the residential use they plan to operate a licensed home daycare at the site. They operate an in-home Daycare Center and are seeking to convert the former shop area for daycare use.

They are not proposing any other improvements to the building. They are planning on fencing a portion of the yard for an outdoor play area for the children at the daycare center. It is my understanding that they will be licensed for about 15 children at this Center.

The UDO allows residential uses in the C-2 District with a CUP. The Planning staff do not object to this application and use of the property. The proposal will allow future commercial use of the property or commercial redevelopment of the property without rezoning.

Surrounding uses include an approved (but as yet unbuilt) townhome site to the west, also zoned C-2 District (on the former Mayo Clinic site), single family homes with R-1 Single Family District zoning to the north and east,

R-2, Low Density Residential District uses to the south (across Hwy 60 E).



Project Summary:

Zoning District. The property is zoned C-2, Highway Commercial District.

A conditional use permit (CUP) is required in this district for residential uses. The applicants are seeking approval of a single-family residence with a licensed in-home daycare at the location.

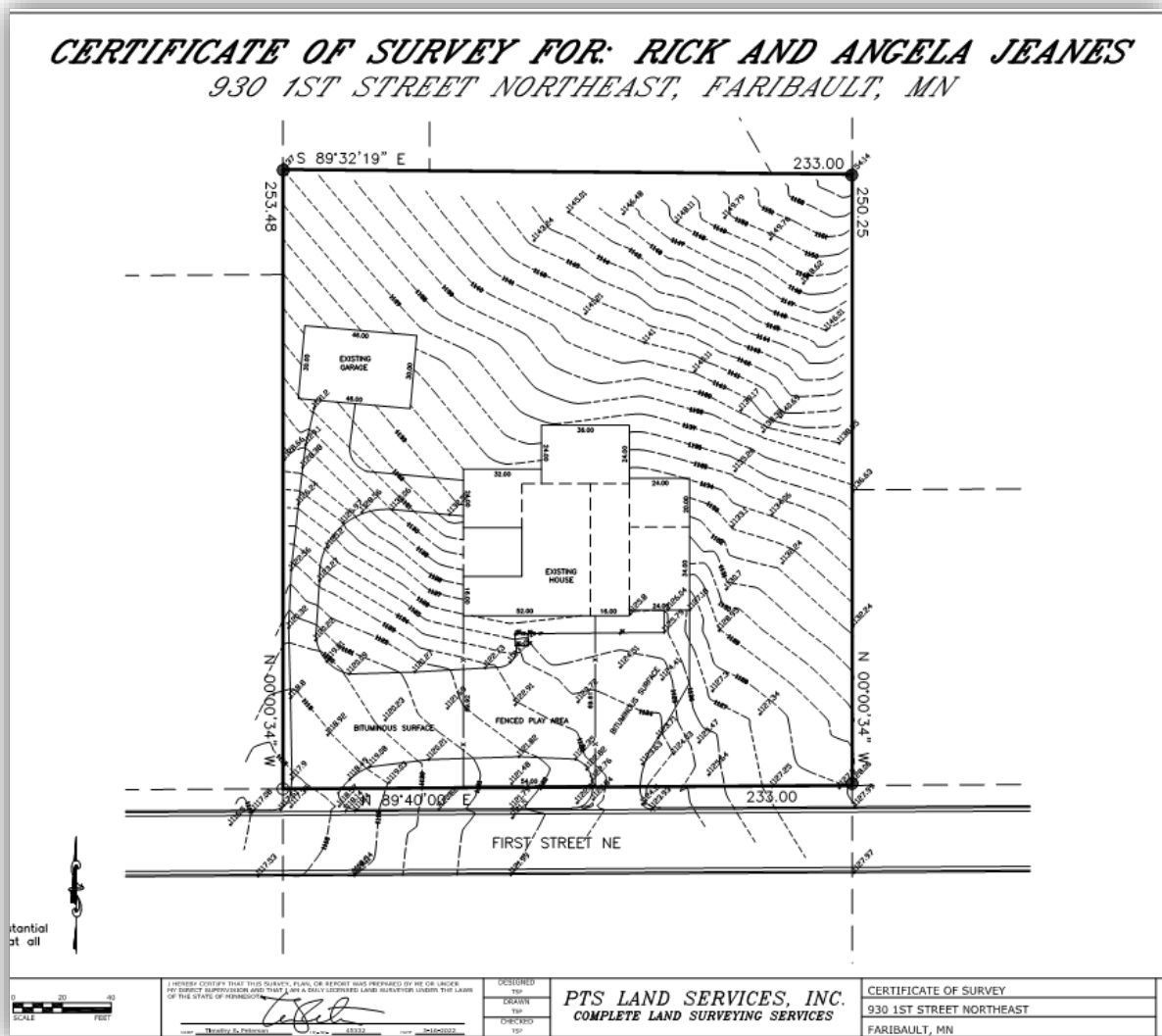
Comprehensive Plan. The property is guided by the 2040 Comprehensive Plan for commercial / residential mixed uses. The application fits within the guided uses specified in the plan.



Guided for Commercial Residential Mixed Uses

Conditional Use Permit. A Conditional Use Permit (CUP) is required for residential uses in the C-2 Highway Commercial District. This proposal will provide for a single-family residence with an in home daycare licensed by the State of Minnesota.

Development Plan. The property owners do not propose any changes to the site plan. The driveways and two garages will remain as is. In-home daycares do not require off street parking (other than the driveway and garage spaces). They have an approved front yard fenced area for out door play space for the children cared for onsite.



Deadline for Action. The complete applications for the variance applications were received by the City on March 21, 2022. The deadline for action is May 21, 2022, unless extended by the City.

Development Review Comments:

The Development Review Committee (DRC) discussed the application in this at a work session meeting held April 19, 2022. The DRC did not object to the approval of the variance applications at the site. The DRC comments were as follows:

1. The CUP application will allow this C-2 District site to be used as a single-family home including the in-home daycare.
2. No improvements not required for a single-family home will be needed in this case (i.e. no commercial parking lot, no pavement striping etc.)
3. Ordinary maintenance as required for all homes under City ordinances will be provided.
4. The proposed use should be of less impact than the small engine repair business that was the last user of the site.
5. No variances are requested in this case.

Recommendation:

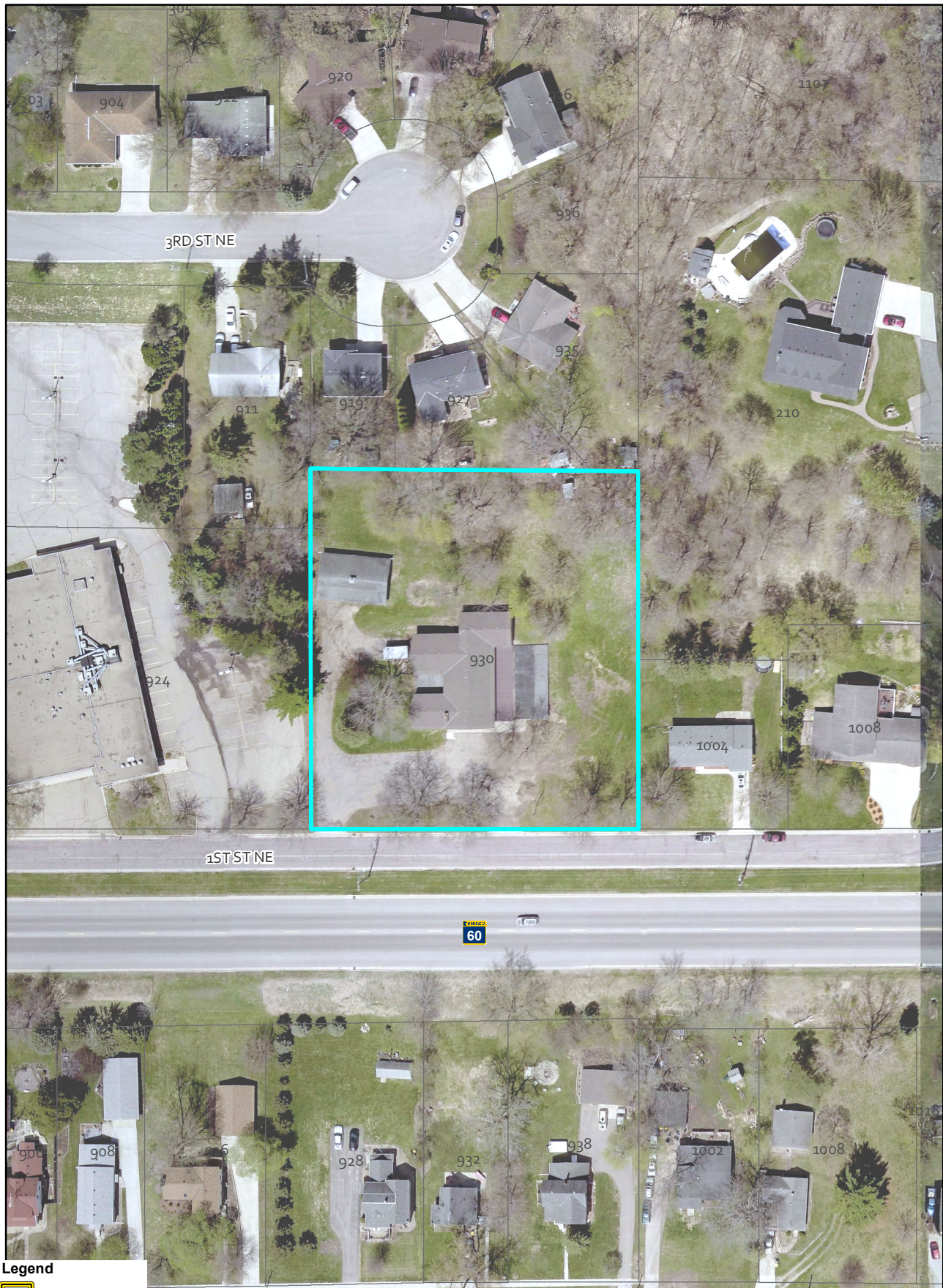
Recommendation for approval of the CUP as requested for Single Family use with an in-home daycare in the C-2 District, at 930 1st Street NE subject to the following Conditions.

1. Complete Building Code Requirements necessary for occupancy of the building as a residence and in-home daycare center.
2. Maintain paved driveway surfaces in good condition.

Attachments:

- Application
- Certificate of Survey
- Maps

930 1st St NE



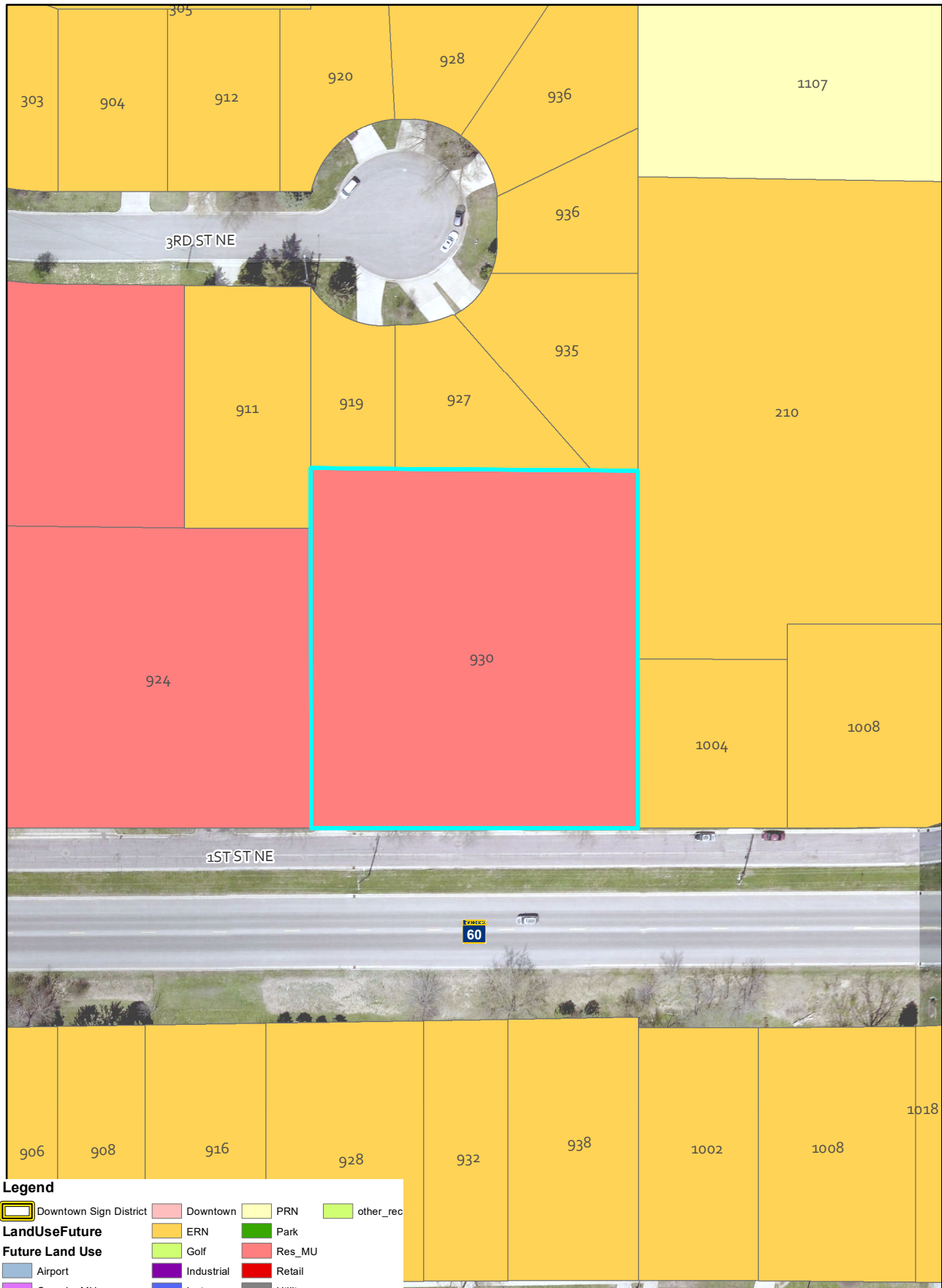
Legend

 Downtown Sign District



Comprehensive Plan

930 1st St NE

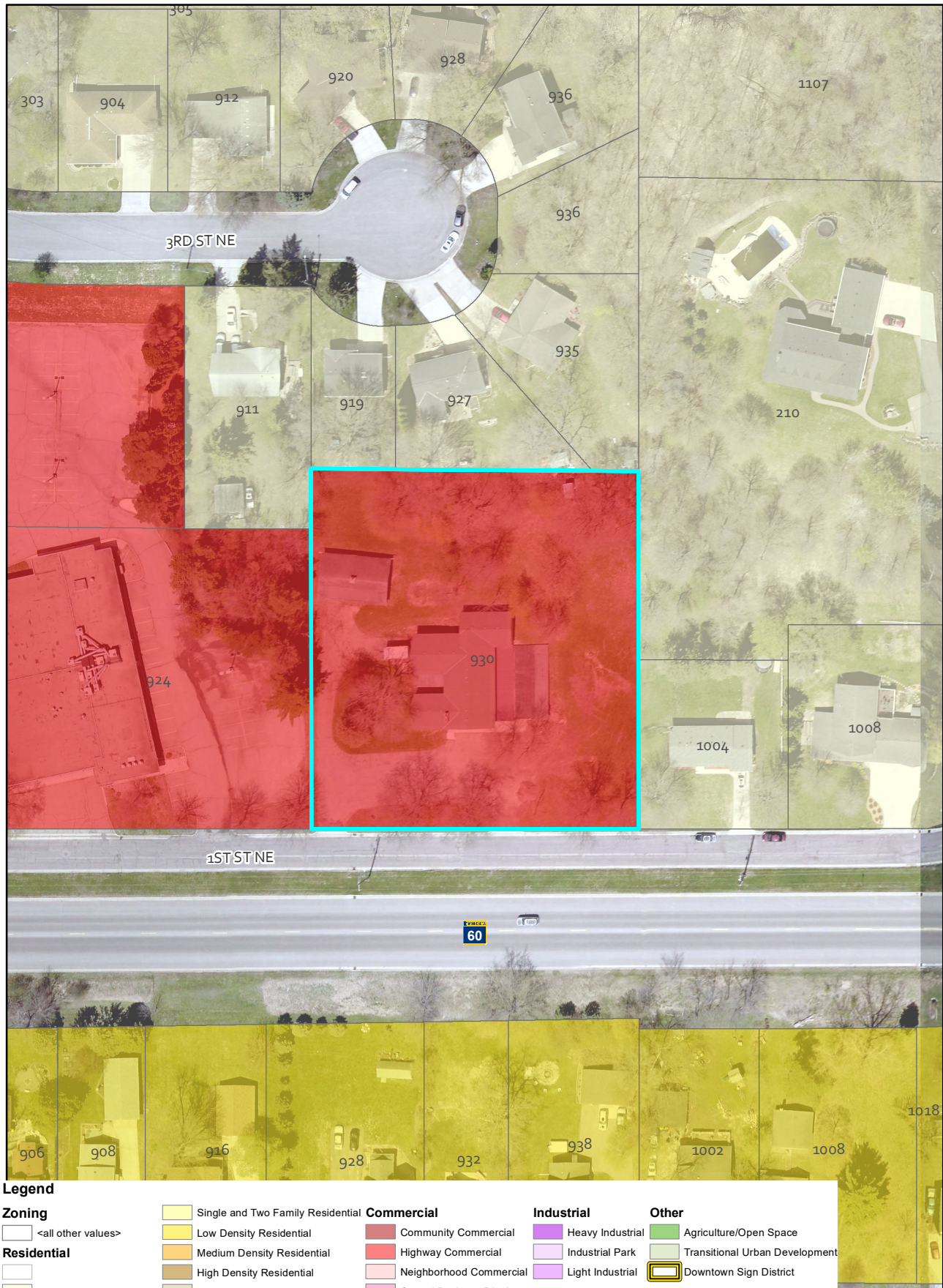


Legend

Downtown Sign District	Downtown	PRN	other_rec
LandUseFuture	ERN	Park	
Future Land Use	Golf	Res_MU	
Airport	Industrial	Retail	
Com_In_MU	Inst	Utility	

Zoning Map

930 1st St NE



Legend

Zoning

<all other values>

Residential

Single Family Residential

Single and Two Family Residential
Low Density Residential
Medium Density Residential
High Density Residential
Residential Manufactured Home

Commercial

Community Commercial
Highway Commercial
Neighborhood Commercial
Central Business District

Industrial

Heavy Industrial
Industrial Park
Light Industrial

Other

Agriculture/Open Space
Transitional Urban Development
Downtown Sign District



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: May 10, 2022
SUBJECT: Ordinance 2022-8 Approve Zoning Provisions for
the Wild and Scenic River Overlay District - Second
Reading

Background:

On April 26, 2022, the City Council approved the first reading of Ordinance 2022-8, which establishes zoning provisions for Faribault's Wild and Scenic River Overlay District. Since the first reading, there have been no substantive changes to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2022-8.

Attachments:

1. Ordinance 2022-8 Approve Zoning Provisions for the Wild and Scenic River Overlay District - Second Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-8**

**APPROVE ZONING PROVISIONS FOR THE
WILD AND SCENIC RIVER OVERLAY DISTRICT**

WHEREAS, Minnesota Administrative Rules, Chapter 6105, identifies a portion of land adjacent to the Cannon River in the City Faribault as being in the Wild and Scenic River District; and

WHEREAS, the City's Unified Development Ordinance does not contain language regulating the use of land in the portion of the Wild and Scenic River District in Faribault; and

WHEREAS, the City must adopt an ordinance to regulate land uses in the Wild and Scenic River District in Faribault; and

WHEREAS, the Commissioner of the Minnesota Department of Natural Resources must approve the ordinance; and

WHEREAS, the Planning Commission, on April 18, 2022, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve a zoning text amendment that outlines the provisions of the City's Wild and Scenic River District based on the following written findings of the Planning Commission outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The Land Use Plan guides the Wild and Scenic River District area for park and open space. The proposed zoning text amendment is consistent with the Land Use Plan.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: The proposed zoning text amendment benefits the public by ensuring that land use in the Wild and Scenic River District will not adversely affect the Cannon River.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the**

property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

WHEREAS, the City Council held a public meeting on April 26, 2022, to consider approval of the first reading of Ordinance 2022-8; and

WHEREAS, the City Council also held a public meeting on May 10, 2022, to consider approval of the second reading of Ordinance 2022-8; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the Faribault City Council concurs with the written findings of the Planning Commission as stated in the above recitals and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. This ordinance incorporates the above recitals. Where applicable, the recitals constitute the written findings of the Faribault City Council.

Section 2: Text Amendment. The Faribault City Council hereby amends the City's Unified Development Ordinance by creating Chapter 13, Article 7 related to the Wild and Scenic River Overlay District as follows:

CHAPTER 13. OVERLAY AND SPECIAL DISTRICTS

ARTICLE 7. WILD AND SCENIC RIVER OVERLAY DISTRICT

Sec. 13-750. Purpose.

The purpose of the wild and scenic river overlay district is to protect and preserve the scenic, recreational, natural, and historical values of the Cannon River in Faribault per the Wild, Scenic, and Recreational Rivers Statewide Standards (Minn. Rules, Parts 6105.0010 - .0250), (Minn. Rules Parts 6105.1550 - .1700) and the Wild and Scenic Rivers Act (Minn. Stat., 103F.301 - .345).

Sec. 13-755. Designation of the district.

The Minnesota Department of Natural Resources Commissioner designated a segment of the Cannon River in Faribault as a recreational river in the Minnesota wild and scenic river system. Minnesota Rules, Part 6105.1680 legally describes the area included in the wild and scenic river overlay district, and Faribault's official zoning map depicts the district.

Sec. 13-760. Administration.

The Faribault City Planner will administer the wild and scenic river overlay district within the Faribault per Minnesota Rules Parts 6105.0220 to 6105.0250.

Sec. 13-765. Supremacy of conflicting provisions.

Where the conditions imposed by any provision of this ordinance are either more or less restrictive than comparable standards imposed by any other provision of this ordinance or any other applicable law, ordinance, resolution, rule, or regulation, the regulation that is more restrictive or that imposes higher standards shall govern.

Sec. 13-770. Permitted and conditional uses.

(A) *Permitted uses.* Permitted uses in the district shall be limited to the following, subject to Minnesota Rules Chapter 6105:

- (1) Conservancy and open space;

- (2) Governmental resource management for improving fish and wildlife habitat, wildlife management areas, and natural areas;
 - (3) Essential services;
 - (4) Signs approved by federal, state, or local government that are necessary for public health and safety, and signs indicating areas that are available or not available for public use; and
 - (5) Agriculture (excluding feedlots) and community gardens (including fencing) provided they are a minimum of one hundred (100) feet from the ordinary high water level.
- (B) *Conditional uses.* Conditional uses in the district shall be limited to the following, subject to Minnesota Rules Chapter 6105:
- (1) Public roads and bridges per Minnesota Rules, parts 6105.0190 – 0200;
 - (2) Parking lots;
 - (3) Trails;
 - (4) River access drive and boat landing for emergency services;
 - (5) Ground-mounted solar panels, equipment, and fencing that are accessory uses to a principal use on the same parcel. All panels, equipment, and fencing must be at least one hundred (100) feet from the ordinary high water level and vegetatively screened to minimize views of the uses from the river;
 - (6) Canoe and kayak rental facilities (excluding inner tube rental facility). The facility must provide disposable refuse containers and require the return of the refuse containers and the refuse from the river trip;
 - (7) Temporary docks;
 - (8) Public structures such as park shelters, kiosks, and

similar structures;

(9) Towers, transmission lines, and pipelines per Minnesota Rules, parts 6105.0170 -180; and

(10) Stormwater and flood mitigation improvements.

(C) *Prohibited uses.* Any use not listed as a permitted, conditional, or accessory use, or any use not determined by the City Planner to be substantially similar to a permitted, conditional, or accessory use is prohibited in the district. Such determination must be made per Section 2-50 of the Faribault Unified Development Ordinance governing the determination of substantially similar uses. Specifically, the following uses are prohibited:

(1) Governmental and private campgrounds;

(2) Residential uses;

(3) Forestry uses;

(4) Onsite sanitary sewage disposal systems; and

(5) Mining

Sec. 13-775. Dimensional standards.

Parcels and development in the wild and scenic river overlay district must meet the following dimensional standards:

(A) *Minimum parcel area.* Two (2) acres.

(B) *Minimum parcel width at the front building setback line and the ordinary high water level.* Two hundred (200) feet.

(C) *Minimum structure setback from the ordinary high water level.* One hundred (100) feet, except where a setback pattern from the normal or ordinary high water mark has already been established on both sides of the proposed building site, the setback of the proposed structure may be allowed to conform to that pattern. This exception applies only to parcels that do not meet the minimum parcel width

restrictions of this ordinance.

- (D) *Minimum structure setback from a bluffline as defined by Minnesota Rules, Part 6105.0040.* Thirty (30) feet.
- (E) *Maximum structure height.* Thirty-five (35) feet.
- (F) *Placement of structures.* Structures shall not be located on slopes greater than thirteen (13) percent unless such structures can be screened and sewage disposal facilities can be installed to comply with the sanitary provisions in Minnesota Rules, part 6105.0120.

No structure shall be located in the floodway of a stream as defined in Minnesota Statutes, section 103F.111, subdivision 4, and furthermore shall be placed at an elevation consistent with the floodplain management ordinances.

Sec. 13-780. Grading and filling.

- (A) *In general.* Grading and filling of the natural topography in the district are prohibited unless accessory to a permitted or conditional use. Grading and filling of the natural topography accessory to a permitted or conditional use must minimize earthmoving, erosion, tree clearing, and the destruction of natural amenities.
- (B) *Additional grading and filling standards.* Grading and filling of the natural topography must meet the following standards:
 - (1) Expose the smallest amount of bare ground for as short a time as feasible;
 - (2) Provide temporary groundcover, such as mulch, and plant permanent groundcover, such as sod;
 - (3) Employ methods to prevent erosion and trap sediment; and
 - (4) Stabilize fill per accepted engineering standards.

- (C) *Excavation in the river is prohibited.* Excavation of material from the Cannon River or construction of any permanent structures or navigational obstructions is prohibited unless authorized by a permit from the Minnesota Department of Natural Resources Commissioner per Minnesota Statutes, section 103G.245.
- (D) *Draining or filling wetlands is prohibited.* No state or local authority shall authorize the draining or filling of wetlands in the district.

Sec. 13-790. Vegetative cutting.

- (A) *In general.* The following vegetative standards shall apply to land in the district within one hundred (100) feet of the ordinary high water level of the Cannon River and twenty (20) feet landward of bluff lines as defined by Minnesota Rules, part 6105.0040:
 - (1) Clear-cutting is prohibited except for authorized public services such as roads and utilities.
 - (2) Selective cutting of trees over four (4) inches in diameter at breast height is permitted. The cutting must be spaced in several cutting operations and maintain continuous tree cover, uninterrupted by large openings. In areas where the existing tree cover has been interrupted by large openings, selective cutting should maintain a continuous tree cover in the remaining wooded area.
 - (3) Removal of diseased, insect-infested, rotten, or damaged trees that present a safety hazard is permitted.
 - (4) Pruning understory vegetation, cutting suppressed trees, or cutting trees less than four (4) inches in diameter at breast height is permitted.
- (B) *Clear-cutting restrictions.* Clear-cutting anywhere in the district is subject to the following standards:
 - (1) Clear-cutting is prohibited where soil, slope, or other watershed conditions are fragile and subject to injury.

- (2) Clear-cutting must be conducted only where clear-cut blocks, patches, or strips are, in all cases, shaped and blended with the terrain.
- (3) The size of clear-cut blocks, patches, or strips must be kept at the minimum necessary.
- (4) Where feasible, all clear-cuts must be conducted between September 15 and May 15. If natural vegetation does not provide adequate vegetative cover, clear-cut areas must be replanted to prevent erosion and maintain the aesthetic quality of the area. Where feasible, replanting must occur in the same spring or the following spring.

To the maximum extent possible, land in the district must be managed to preserve and enhance the natural landscape associated with the Cannon River corridor.

Sec. 13-800. Subdivisions.

- (A) *Land suitability.* No land may be subdivided if the Faribault City Council or the Commissioner of the Minnesota Department of Natural Resources finds the proposed subdivision to be unsuitable because of flooding, inadequate drainage, soil and rock formations with severe development limitations, severe erosion potential, unfavorable topography, inadequate water supply or sewage disposal capabilities, or any other feature likely to be harmful to the health, safety, or welfare of the future residents or employees of the proposed subdivisions or of the community.
- (B) *Subdivision standards.* All plats, except planned cluster developments, must be consistent with Minnesota Rules, parts 6105.0080 – 6104.0200. Approval of a plat that is inconsistent with the city's ordinances is permissible only if the detrimental impact of the inconsistency is more than overcome by other protective characteristics of the proposal.
- (C) *Planned cluster developments.* Planned cluster developments may be allowed per Minnesota Rules, part 615.0140, Subp. 3, to preserve agricultural land, open space, woods, scenic views, and other features of the natural environment.

Sec. 13-900. Public use of waters and lands in the district.

Public use and waters within the wild and scenic river overlay district must be consistent with Minnesota Rules, part 6105.0210.

Sec. 13-910. Department of Natural Resources notification of zoning amendments, variances, inconsistent plats, and conditional use permits.

- (A) The city planner, or another authorized city agent, must submit a copy of any proposed zoning amendment to the Commissioner, including changes to district lines, variances, and inconsistent plats. A copy of the notice of any public hearing, or where a public hearing is not required, a copy of the proposed amendment, and applications for variances, inconsistent plats, and conditional use permits shall be sent so as to be received by the Commissioner at least thirty (30) days before such hearing or meeting to consider such action. The notice shall include the proposed amendments and application documents.
- (B) The city planner, or another authorized city agent, must notify the Commissioner of its final decision on the proposed action within ten (10) days of the decision.
- (C) The action to amend this ordinance will become effective when and only when either:
 - (1) The final decision taken by the city has previously been approved by the Commissioner.
 - (2) The city receives approval after its final decision; or
 - (3) Thirty (30) days have elapsed from the day the Commissioner received notice of the final decision, and the city has received from the Commissioner neither approval nor non-approval; or
 - (4) The Commissioner approves the amendment within thirty (30) days after conducting a public hearing.
- (D) In cases of non-approval by the Commissioner, the city may pursue procedures consistent with Minnesota Rules, part 6105.230, subp. 3., E.

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

Public Hearing: April 18, 2022

First Reading: April 26, 2022

Second Reading: May 10, 2022

Publication: May 17, 2022

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: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-8

Background:

Ordinance 2022-8 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five or more affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-8.

Recommendation:

Approve the attached summary publication of Ordinance 2022-8.

Attachments:

1. Ordinance 2022-8 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-8

APPROVE ZONING PROVISIONS FOR THE WILD AND SCENIC RIVER OVERLAY DISTRICT

On May 10, 2022, the Faribault City Council approved Ordinance 2022-11, establishing zoning provisions for Faribault's wild and scenic river overlay district. The ordinance includes provisions related to permitted uses, dimensional standards, grading and filling, vegetative cutting, subdivisions, public use of waters and lands, and administrative procedures. A complete copy of the ordinance and a map of the area included in the wild and scenic river overlay district are available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing:	April 18, 2022
First Reading:	April 26, 2022
Second Reading:	May 10, 2022
Publication:	May 17, 2022



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: May 10, 2022
SUBJECT: Ordinance 2022-9 Rezone Property East of State
Highway 3 and 30th Street NW - Second Reading

Background:

On April 26, 2022, the City Council approved Ordinance 2022-9 Rezone Property East of State Highway 3 and 30th Street NW. Since the first reading, there have been no substantive changes to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2022-9.

Attachments:

1. Ordinance 2022-9 Rezone Property East of State Highway 3 and 30th Street NW - Second Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-9**

REZONE PROPERTY EAST OF STATE HIGHWAY 3 AND 30TH STREET NW

WHEREAS, Rice County (the "Applicant") is the fee owner of land parcels in Faribault east of State Highway 3 and 30th Street NW; and

WHEREAS, the Owners of the property identified as Rice County PID: 1119125004 (18295 Faribault Blvd) petitioned the City of Faribault to annex the said property to the City of Faribault; and

WHEREAS, the Applicant and the Owners of the property identified as Rice County PID: 1119125004 submitted an application to the City of Faribault to plat the subject property as CANNON RIVER VIEW; and

WHEREAS, the Applicant requested approval to rezone the subject property associated with the proposed CANNON RIVER VIEW plat as depicted in Exhibit A and as follows:

1. Proposed Lot 1, Block 1: P/I, Public/Institutional
2. Proposed Lot 1, Block 2: I-1, Light Industrial
3. Proposed Lot 1, Block 3: I-1, Light Industrial
4. Proposed Lot 1, Block 4: I-1, Light Industrial (this area will also be addressed through the annexation process)
5. Proposed Lot 2, Block 4: I-1, Light Industrial
6. Proposed Outlot A: O, Agriculture/Open Space
7. Proposed Outlot B: R-3, Medium-Density Residential
8. Proposed Outlot C: O, Agriculture/Open Space

WHEREAS, City Staff reviewed the Applicant's rezoning request, prepared a report to the Planning Commission, and made a recommendation to approve the Applicant's rezoning request; and

WHEREAS, the Planning Commission, on April 18, 2022, following proper notice, held a public hearing regarding the said request; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the subject property as requested by the Applicant based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

- 1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The proposed zoning is consistent with the City's Land Use Plan as outlined in Resolution 2022-086. The proposed zoning allows for an appropriate mix of industrial, residential, public/institutional, and open space, consistent with the City's Comprehensive Plan policies.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: It is in the public's best interest to promote a higher and better use of the subject property, which is currently underutilized. Furthermore, the rezoning provides a logical area for developing a mix of institutional, industrial, residential, and open spaces that benefit the community and not one property owner.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The surrounding properties include existing industrial, commercial, residential, agricultural, and open space uses. The proposed industrial zoning areas are adjacent to existing industries, and the proposed institutional, residential, and open space zoning will not adversely affect the existing surrounding 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 existing zoning of a significant area of the subject property will remain unchanged. Some areas currently zoned industrial will be rezoned to public/institutional and residential, consistent with the needs and desires of the community.

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: Although some of the subject property will remain in an industrial zoning district, there is little demand for a large area of

new industrial development in this area. However, the subject property provides a suitable area for the Rice County Public Safety Center and housing that meets the goals of Rice County and the City of Faribault.

WHEREAS, the City Council held a public meeting on April 26, 2022, to consider approval of the first reading of Ordinance 2022-9; and

WHEREAS, the City Council also held a public meeting on May 10, 2022, to consider approval of the second reading of Ordinance 2022-9; and

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

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Approval of the Applicant's Rezoning Request. The City Council hereby rezones the subject property as described in the above recitals and graphically depicted in Exhibit B. The effective date of the rezoning shall be as outlined in Section 4 of this resolution.

Section 2: Effective Date of the Rezoning. The rezoning approved by this ordinance shall not take effect until the CANNON RIVER VIEW plat associated with the subject property is recorded at Rice County.

Section 3: Amendment of Zoning Map. The City of Faribault is not required to republish the Zoning Map to reflect the rezoning approved by this ordinance. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 4: Findings and Incorporation of Recitals and Exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 5: Authorization to take Additional Steps. The City Council hereby authorizes and directs the Mayor, City Staff, and City Consultants to take any additional steps and actions necessary and convenient to accomplish the intent of this ordinance.

Section 6: Effective Date. This ordinance is effective immediately upon its passage and publication per the City Charter.

Public Hearing:	April 18, 2022
First Reading:	April 26, 2022
Second Reading:	May 10, 2022

Published:

May 17, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**Map Showing the Proposed Zoning of the Subject Property after the
Plat of CANNON RIVER VIEW is Recorded at Rice County**





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-9

Background:

Ordinance 2022-9 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five or more affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-9.

Recommendation:

Approve the attached summary publication of Ordinance 2022-9.

Attachments:

1. Ordinance 2022-9 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-9

REZONE PROPERTY EAST OF STATE HIGHWAY 3 AND 30TH STREET NW

On May 10, 2022, the Faribault City Council approved Ordinance 2022-9, rezoning property east of State Highway 3 and 30th Street NW. The rezoning is associated with the proposed CANNON RIVER VIEW plat as follows:

1. Proposed Lot 1, Block 1: P/I, Public/Institutional
2. Proposed Lot 1, Block 2: I-1, Light Industrial
3. Proposed Lot 1, Block 3: I-1, Light Industrial
4. Proposed Lot 1, Block 4: I-1, Light Industrial (this area will also be addressed through the annexation process)
5. Proposed Lot 2, Block 4: I-1, Light Industrial
6. Proposed Outlot A: O, Agriculture/Open Space
7. Proposed Outlot B: R-3, Medium-Density Residential
8. Proposed Outlot C: O, Agriculture/Open Space

A complete copy of the ordinance and a map of the rezoned area are available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing:	April 18, 2022
First Reading:	April 26, 2022
Second Reading:	May 10, 2022
Publication:	May 17, 2022



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: May 10, 2022
SUBJECT: Ordinance 2022-10 Approve the Vacation of the
Former Highway 218 Easement East of State
Highway 3 and 30th Street NW - Second Reading

Background:

On April 26, 2022, the City Council approved Ordinance 2022-10 Approve the Vacation of the Former Highway 218 Easement East of State Highway 3 and 30th Street NW. Since the first reading, there have been no substantive changes to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2022-10.

Attachments:

1. Ordinance 2022-10 Approve the Vacation of the Former Highway 218 Easement East of State Highway 3 and 30th Street NW - Second Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-10**

**APPROVE THE VACATION OF THE FORMER HIGHWAY 218 EASEMENT EAST OF STATE
HIGHWAY 3 AND 30TH STREET NW**

WHEREAS, Rice County (the "Applicant") and fee owner of land parcels in Faribault east of State Highway 3 and 30th Street NW (the "subject property") submitted an application requesting that the City vacate the former Highway 218 easement legally described in Exhibit A and graphically depicted in Exhibit B of this ordinance; and

WHEREAS, the State of Minnesota transferred the former Highway 218 easement to the City of Faribault in 1998; and

WHEREAS, the requested vacation relates to the Applicant's proposed plat of CANNON RIVER VIEW; and

WHEREAS, the proposed plat of CANNON RIVER VIEW includes dedicated public right-of-way associated with the proposed Rice County Public Safety Center and adjacent development, thereby negating the need for the City of Faribault to maintain the former Highway 218 easement; and

WHEREAS, City Staff completed a review of the Applicant's vacation request 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 April 18, 2022, following proper notice, held a public hearing regarding the Applicant's vacation request, and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's vacation request based on the following findings as required by Section 2-540 of the City's Unified Development Ordinance:

1. No private rights will be injured or endangered because of said vacation.
2. The public will not suffer loss or inconvenience because of said vacation.
3. No written objection was received, before the public hearing, from an adjacent property owner who did not join in the application; and

WHEREAS, at a public meeting on April 26, 2022, and a public meeting on May 10, 2022, the City Council considered the Applicant's vacation request and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and hereby makes identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Vacation of the former Highway 218 easement. The City Council hereby approves the former Highway 218 easement as legally described in Exhibit A and graphically depicted in Exhibit B contingent on the conditions outlined in Section 2 of this ordinance.

Section 2. Effective date of the vacation of the former Highway 218 easement. The vacation of the former Highway 218 easement shall occur in tandem with the recording of the proposed plat of CANNON RIVER VIEW. If the plat and the vacation are not recorded in tandem at Rice County, the approval of the vacation shall automatically be nullified, and the vacation shall not be recorded with Rice County.

Section 2. Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 3. Authorization to take additional steps. The City Council hereby authorizes the Mayor, City Administrator, City Staff, and City Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 4. Effective date of this ordinance. This ordinance takes effect and is in force after its passage and publication, per Section 3.05 of the City Charter.

Public Hearing: April 18, 2022

First Reading: April 26, 2022

Second Reading: May 10, 2022

Publication Date: May 17, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A
Legal Description of the
Former Highway 218 Easement Vacation

PARCEL 1 described below and graphically depicted in Exhibit B, transferred from the State of Minnesota to the City of Faribault in Document No. 432078, filed on January 7th, 1998, in the Office of the Rice County Recorder, Rice County, Minnesota.

Part of Parcel 1 S.P. 6612 (218=1) 904

That part of Tract A described below:

Tract A.

The Northwest Quarter of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, Rice County Minnesota;

which lies within a distance of 90 feet easterly of Line 1 described below and southerly of Line 2 described below:

Line 1.

Beginning at a point on the east and west quarter line of said Section 19, distant 402.9 feet east of the center thereof; thence run northeasterly at an angle of 83 degrees 23 minutes 00 seconds from said east and west quarter line (measured from east to north) for 400.7 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 01 degree 07 minutes 30 seconds) for 150 feet; thence deflect to the right on a 01 degree 30 minute 00 second curve (delta angle 07 degrees 29 minutes 00 seconds) for 498.6 feet to curve spiral point; thence deflect to the right on a spiral curve of increasing radius (spiral angle:01 degree 07 minutes 30 seconds) for 150 feet; thence on tangent to said curve for 700 feet and there terminating;

Line 2.

Commencing at the north quarter corner of said Section 19; thence on an azimuth of 148 degrees 36 minutes 15 seconds for 1074.72 feet to Right of Way Boundary Corner B3 as shown on Minnesota Department of Transportation Right of Way Plat No. 66-4; thence on an azimuth of 48 degrees 07 minutes 10 seconds along the boundary of said plat, 201.78 feet to Right of Way Boundary Corner B402 as shown on said plat; thence southeasterly on an azimuth of 138 degrees 07 minutes 10 seconds to an intersection with Line 1 described above, which is the

point of beginning of Line 2 to be described; thence run easterly at right angles to said Line 1 for 100 feet and there terminating;

together with all right of access control, being the right of ingress to and egress from that part of Parcel 1 herein conveyed to the lands adjacent thereto, except that access shall be permitted southerly of a point on Line 1 described above, distant 150 feet southerly of its intersection with Line 2 described above.

That part of PARCEL 2 described below and graphically depicted in Exhibit B, transferred from the State of Minnesota to the City of Faribault in Document No. 432078, filed on January 7th, 1998, in the Office of the Rice County Recorder, lying north of the north line of DUTTON ADDITION, according to the recorded plat thereof, Rice County, Minnesota.

Part of Parcel 2 S.P. 6612 (218=1) 904

That part of Tract A described below:

Tract A.

The Southwest Quarter of the Northeast Quarter and the North Quarter of the North Half of the Southeast Quarter of Section 19, Township 110 North, Range 20 West, Rice County, Minnesota; excepting therefrom that part of the following described tract lying westerly of a line run parallel with and distant 24 feet easterly of Line 1 described below: Beginning at the southwest corner of said North Quarter of the North Half of the Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds, assumed bearing, along the west line of said Southeast Quarter, 163.16 feet; thence North 89 degrees 55 minutes 30 seconds East, 441.34 feet to a point in the center line of First Avenue N.W. as said road is built and traveled; thence South 06 degrees 09 minutes 09 seconds West, along said center line, 163.96 feet to a point in the south line of said North Quarter of the North Half of the Southeast Quarter; thence South 89 degrees 54 minutes 00 seconds West, along said south line, 423.77 feet to the point of beginning; excepting therefrom the south 66 feet thereof;

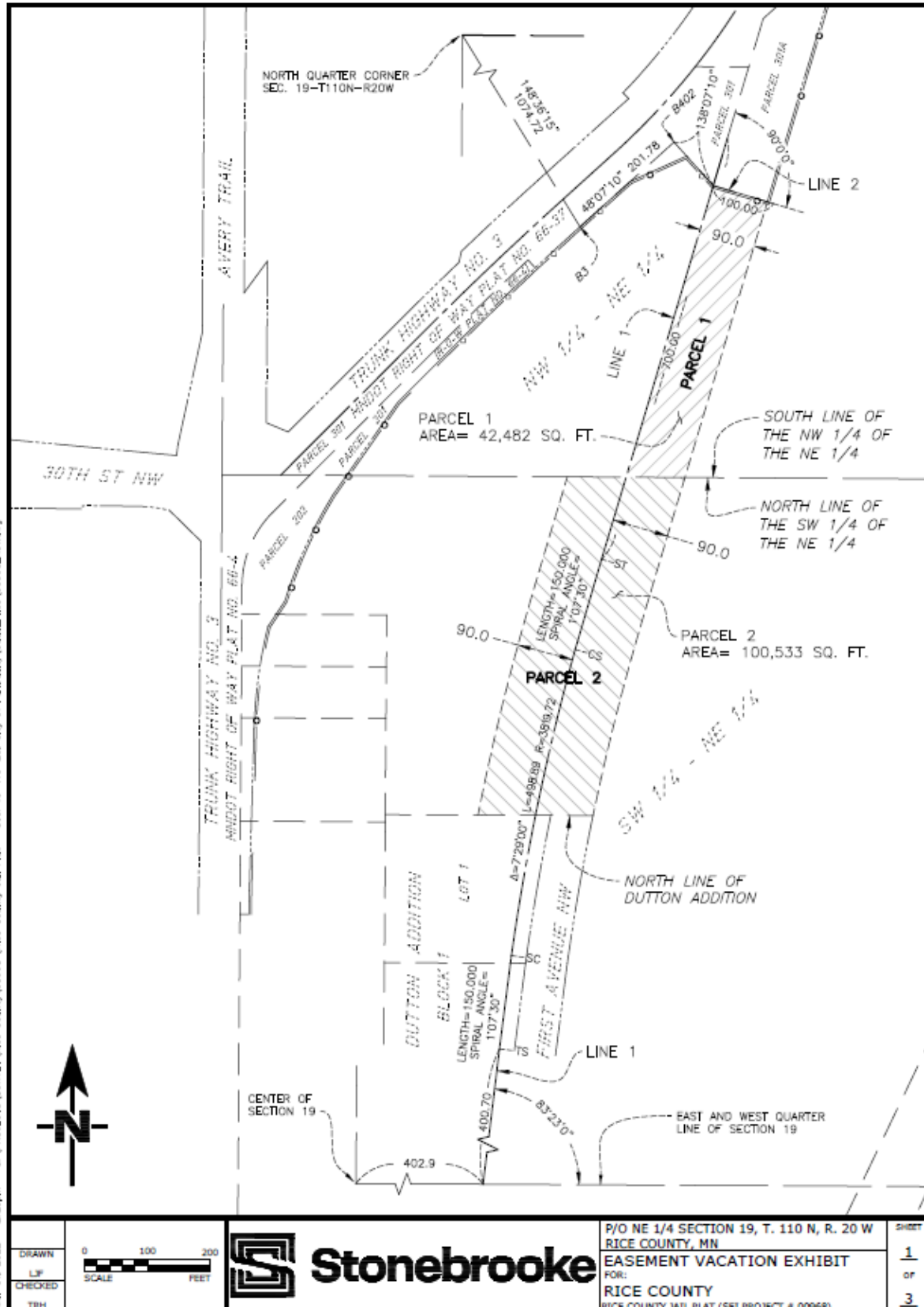
which lies within a distance of 90 feet on each side of Line 1 described below:

Line 1.

From a point on the east and west quarter line of said Section 19, distant 402.9 feet east of the center thereof, run southwesterly at an angle of 83 degrees 23 minutes 00 seconds from said east and west quarter line (measured from west to south) for 500 feet to the point of beginning of Line 1 to be described; thence run northeasterly along the last described

course for 900.7 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 01 degree 07 minutes 30 seconds) for 150 feet; thence deflect to the right on a 01 degree 30 minute 00 second curve (delta angle 07 degrees 29 minutes 00 seconds) for 498.6 feet to curve spiral point; thence deflect to the right on a spiral curve of increasing radius (spiral angle 01 degree 07 minutes 30 seconds) for 150 feet; thence on tangent to said curve for 700 feet and there terminating.

EXHIBIT B **Graphic Depiction of the Former State Highway 218 Easement**





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: May 10, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-10

Background:

Ordinance 2022-10 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five or more affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-10.

Recommendation:

Approve the attached summary publication of Ordinance 2022-10.

Attachments:

1. Ordinance 2022-10 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-10

APPROVE THE VACATION OF THE FORMER HIGHWAY 218 EASEMENT EAST OF STATE HIGHWAY 3 AND 30TH STREET NW

On May 10, 2022, the Faribault City Council approved Ordinance 2022-10, vacating the former Highway 218 easement east of State Highway 3 and 30th Street NW. This vacation relates to the proposed CANNON RIVER VIEW plat.

A complete copy of the ordinance and a map of the vacated easement are available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing:	April 18, 2022
First Reading:	April 26, 2022
Second Reading:	May 10, 2022
Publication:	May 17, 2022



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: May 10, 2022
SUBJECT: Resolution 2022-102 Approve the Preliminary Plat and the Final Plat of CANNON RIVER VIEW

Background:

Rice County, Steven E. Patee and Mary Ann D. Patee, and Paul W. Friesen and Wanda K. Friesen (collectively, the "Applicant") have requested preliminary plat and final plat approvals of CANNON RIVER VIEW, east of State Highway 3 and 30th Street NW (see Exhibits B and C in the attached resolution). The proposed Rice County Public Safety Center is the impetus for the proposed plat, but the plat also includes industrial, residential, and open space parcels.

The proposed CANNON RIVER VIEW plat is consistent with the City's comprehensive plan and ordinances per Resolution 2022-086 and Ordinance 2022-9, respectively. The proposed plat is also consistent with the City's subdivision regulations. The public improvements associated with the proposed plat are outlined in an approved memorandum of understanding between Rice County and the City of Faribault (see Exhibit E in the attached resolution). The platting and public improvement details will be further outlined in the forthcoming Development Agreement. Refer to the City Engineer's report (see Exhibit D in the attached resolution) for additional information.

At the April 18 and May 2 public hearing, several members of the public had questions or comments regarding the proposed plat (primarily related to vehicular circulation and planned industrial uses adjacent to existing residential uses), but there were no specific objections to the plat. The Planning Commission recommended approval of the attached Resolution 2022-102 Approve the Preliminary Plat and the Final Plat of CANNON RIVER VIEW based on the written findings and conditions in the resolution.

Recommendation:

Approve Resolution 2022-102.

Attachments:

1. Resolution 2022-102 Approve the Preliminary Plat and the Final Plat of CANNON RIVER VIEW

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-102

APPROVE THE PRELIMINARY PLAT AND THE FINAL PLAT OF CANNON RIVER VIEW

WHEREAS, the County of Rice (the "County"), a public corporation, and Steven E. Patee and Mary Ann D. Patee, husband and wife, and Paul W. Friesen and Wanda K. Friesen, husband and wife (collectively the "Applicant"), submitted applications for preliminary plat approval and final plat approval of CANNON RIVER VIEW legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution; and

WHEREAS, City Staff completed a review of the Applicant's request for preliminary plat approval and final plat approval and made a report to the Faribault Planning Commission (see the City Engineer's memorandum in Exhibit D of this resolution); and

WHEREAS, the City of Faribault and the County of Rice entered into a memorandum of understanding regarding a preliminary understanding of the terms and conditions for the public improvements associated with the plat of CANNON RIVER VIEW (see Exhibit E); and

WHEREAS, the Planning Commission, on April 18, 2022, following proper notice, opened a public hearing regarding the Applicant's requests and continued the public hearing until May 2, 2022; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's 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 proposed parcels created by the preliminary plat of CANNON RIVER VIEW are consistent with the parcel dimension requirements outlined in the City's Unified Development Ordinance for the zoning districts specified in Ordinance 2022-9.

2. **The proposed subdivision is consistent with the City's Land Use Plan and any other adopted land use studies.**

Expanded Finding: The proposed preliminary plat of CANNON RIVER VIEW is consistent with the City's Journey to 2040 Comprehensive Plan as amended by Resolution 2022-086.

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 of CANNON RIVER VIEW is well-conceived. The size and layout of the proposed parcels allow for logical 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 preliminary plat of CANNON RIVER VIEW provides significant road improvements that will improve the public safety in the area.

5. **All submission requirements have been satisfied.**

Expanded Finding: The preliminary plat of CANNON RIVER VIEW adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

WHEREAS, the Planning Commission, following the May 2, 2022, public hearing, recommended that the Faribault City Council approve the requested final plat of CANNON RIVER VIEW 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 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 May 10, 2022, the City Council considered the Applicant'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 City Council hereby approves the preliminary plat and the final plat of CANNON RIVER VIEW legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution based on the written findings in this resolution and subject to the following conditions:

1. The City Council's approvals of the preliminary plat and final plat of CANNON RIVER VIEW are contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.
2. The Applicant and the City must enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer before recording the CANNON RIVER VIEW plat with Rice County.

3. Per the memorandum of understanding outlined in Exhibit E of this resolution, the County agrees to deed certain land to the City, which the City intends use a portion of said lands for public parkland or open space use. Consequently, the City Council does not require separate parkland dedication or cash-in-lieu of parkland for the CANNON RIVER VIEW plat.
4. The Applicant shall provide all additional dedications and public improvements outlined in the memorandum of understanding in Exhibit E of this resolution.
5. The Applicant must address all plat-related comments described in the memo to David Wanberg, City Planner from Mark DuChene, City Engineer, dated April 18, 2022, in Exhibit D of this resolution.
6. The Applicant 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.
7. The Applicant 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.
8. The Applicant must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the Applicant has successfully recorded the final plat at Rice County.

Section 2. Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this resolution constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 3. Authorization to take additional steps. The City Council hereby authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 4. Authorization to execute documents. The City Council hereby 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 shall become effective immediately upon its passage and without publication.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Legal Description

PART OF THE S1/2 OF THE N1/2 OF THE NE1/4 OF SECTION 19, TOWNSHIP 110 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RICE COUNTY, MINNESOTA, LYING EAST OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY'S RIGHT OF WAY—, BEING MORE EXACTLY DESCRIBED AS: BEGINNING AT A POINT IN THE EAST LINE OF SAID NE1/4 (FOR PURPOSES OF THIS DESCRIPTION BEARING OF SAID EAST LINE IS ASSUMED SOUTH 0°15'27" WEST), A DISTANCE OF 654.32 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID NE1/4; SAID POINT BEING THE NORTHEAST CORNER OF SAID S1/2 OF N1/2 OF NE1/4; THENCE CONTINUE SOUTH 0°15'27" WEST, ALONG SAID EAST LINE, 654.32 FEET TO THE SOUTHEAST CORNER OF SAID S1/2 OF N1/2 OF NE1/4; THENCE NORTH 89°30'45" WEST, ALONG THE SOUTH LINE OF SAID S1/2 OF N1/2 OF NE1/4, 947.77 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE NORTH 25°44'12" EAST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, 723.78 FEET TO A POINT IN THE NORTH LINE OF SAID S1/2 OF N1/2 OF NE1/4; THENCE SOUTH 89°29'01" EAST, ALONG SAID NORTH LINE, 636.42 FEET TO SAID POINT OF BEGINNING; CONTAINING 11.901 ACRES, MORE OR LESS.

AND

That part of the following described property which lies north of the south line of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, Rice County, Minnesota;

PART OF THE E1/2 OF SECTION 19, TOWNSHIP 110 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RICE COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NE1/4 OF SAID SECTION 19 (FOR PURPOSES OF THIS DESCRIPTION BEARING OF SAID EAST LINE IS ASSUMED SOUTH 0°15'27" WEST), A DISTANCE OF 654.32 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID NE1/4, SAID POINT BEING THE NORTHEAST CORNER OF THE S1/2 OF THE N1/2 OF SAID NE1/4; THENCE CONTINUE SOUTH 0°15'27" WEST, ALONG SAID EAST LINE, 1409.32 FEET TO A POINT IN THE CENTER OF CANNON RIVER; THENCE SOUTHWESTERLY, ALONG SAID CENTER OF CANNON RIVER ON THE FOLLOWING FIVE COURSES: SOUTH 50°15'27" WEST, 440.00 FEET; SOUTH 26°57'20" WEST, 579.11 FEET; SOUTH 42°55'36" WEST, 300.00 FEET; SOUTH 74°10'36" WEST, 450.00 FEET; SOUTH 57°10'36" WEST, 550.00 FEET; NORTH 89°34'24" WEST, PARALLEL WITH THE SOUTH LINE OF SAID NE1/4, 304.00 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE NORTH 25°44'12" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 3164.72 FEET TO A POINT IN THE NORTH LINE OF SAID S1/2 OF N1/2 OF NE1/4; THENCE SOUTH 89°29'01" EAST, 636.42 FEET TO SAID POINT OF BEGINNING; SUBJECT TO THE PROPRIETARY AND SOVEREIGN RIGHTS OF THE STATE OF MINNESOTA IN ALL THAT PORTION OF THE LAND LYING BELOW THE NATURAL ORDINARY HIGH WATER-MARK OF THE CANNON RIVER; NOT, HOWEVER, TO DEPRIVE THE FEE OWNERS OF THE USUAL RIPARIAN RIGHTS THAT ATTACH TO THE LAND REPARIAN TO A NAVIGABLE PUBLIC BODY OF WATER INCIDENT TO THE OWNERSHIP THEREOF; CONTAINING 51.323 ACRES, MORE OR LESS, INCLUDING SAID CANNON RIVER, AND CONTAINING 48.086 ACRES, MORE OR LESS, EXCLUDING SAID CANNON RIVER.

AND

Part of the South One-half of the North One-half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, lying South and East of the center line of a Trunk Highway easement recorded in Book 225 of Deeds, pages 48 to 62 of record in the office of the Rice County Recorder and lying westerly from the westerly right of way line of the Chicago Great Western Railroad; excepting therefrom the following described parcel:

Commencing at a point in the center of Trunk Highway No. 218, said point being 700 feet East and 250.24 feet North of the Southwest corner of the North One-half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West; thence running East, a distance of 955 feet to the westerly right-of-way line of the Chicago, Great Western Railroad; thence northeasterly, along said right-of-way line, a distance of 728 feet; thence West 935.3 feet to the center of the Road or Highway known as "Old Jefferson Highway", the "Faribault-Dundas Road" and as the "Dundas-Faribault River Road"; thence southwesterly, along said center of said Road or Highway, a distance of 257 feet to the center line of Trunk Highway No. 218; thence southwesterly, along the said center line of said Trunk Highway No. 218, a distance of 506.5 feet to the place of beginning;

being more exactly described as: Part of the North One-half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at a point in the South line of said North One-half of Northeast Quarter (for purposes of this description bearings are assumed and based on said South line being South 89°30'45" East), a distance of 644.18 feet easterly from the Southwest corner of said North One-half of Northeast Quarter, said point being the center line of an easement for Trunk Highway construction and maintenance acquired by the State of Minnesota by final certificate filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62; thence North 16°46'36" East, along said Highway easement center line, 260.70 feet to a point in a line 250.24 feet northerly from and parallel with said South line of North One-half of Northeast Quarter; thence South 89°30'45" East, along said parallel line, 957.39 feet; thence South 25°44'12" West, 276.67 feet to a point in said South line; thence North 89°30'45" West, along said South line, 921.51 feet to said point of beginning; subject to said State Trunk Highway Easement over the westerly side of said herein described parcel.

AND

Part of the North One—Half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at the Southwest corner of said North One half of Northeast Quarter; thence South 89°30'45" East, along the South line of said North One—half of Northeast Quarter (for purposes of this description bearings are assumed and based on said South line being South 89°30'45" East), a distance of 644.18 feet to a point in the center line of an easement for Trunk Highway construction and maintenance acquired by the State of Minnesota by final certificate filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62; thence North 16°46'36" East, along said Highway easement center line, 260.70 feet to a point in a line 250.24 feet northerly from and parallel with said South line of North One—half of Northeast Quarter and the true point of beginning of the parcel to be herein described; thence South 89°30'45" East along said parallel line, 957.39 feet to a point in the northwesterly right of way line of the Chicago Great Western Railway Company (now abandoned); thence North 25°44'12" East, along said northwesterly right of way line, 447.17 feet; thence North 89°29'01" West, along said right of way line, 55.27 feet; thence North 25°44'12" East, along said right of way line, 281.61 feet; thence North 89°29'01" West, 878.52 feet to a point in the center line of Ames Trail (formerly "Old Jefferson Highway"); thence South 48°00'31" West, along said center line of Ames Trail, 262.35 feet to a point in aforesaid center line of State Trunk Highway Easement; thence South 16°46'36" West, along said center line of Trunk Highway Easement, 502.62 feet to said true point of beginning; subject to said State Trunk Highway Easement and Ames Trail over the westerly side of said herein described parcel;

EXCEPT:

That part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, shown as Parcel 301A on Minnesota Department of Transportation Right of Way Plat Numbered 66—37 as the same is on file and of record in the office of the County Recorder in and for Rice County, Minnesota; which is encumbered in its entirety by an existing highway easement; together with other rights as set forth below, forming and being part of said Parcel 301A:

Access:

All right of access as shown on said plat by the access control symbol.

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 301A by the temporary easement symbol, said easement shall cease on December 1, 2012, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

together with all hereditaments and appurtenances belonging thereto. Subject to mineral rights and utility easements of record, if any.

AND

Part of the East One—half of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the South line of the Northeast Quarter of said Section 19 (for purposes of this description bearings are assumed and based on said South line being South 89°34'24" East), a distance of 264.00 feet easterly from the Southwest corner of said Northeast Quarter; thence North 0°31'10" East, along a line 264.00 feet easterly from and parallel with the West line of the South One—half of said Northeast Quarter, 1089.00 feet; thence North 89°34'24" West, 264.00 feet to a point in said West line; thence North 0°31'10" East, along said West line 222.40 feet to the Northwest corner of said South One—half of Northeast Quarter; thence South 89°30'45" East, along the North line of said South One—half of Northeast Quarter, 1556.69 feet to a point in the northwesterly right of way line of the Chicago Great Western Railway Company (now abandoned); thence South 25°44'12" West, along said northwesterly right of way line of abandoned railway, 596.02 feet; thence North 89°35'38" West, 707.68 feet to a point in the southeasterly line of an easement for Trunk Highway construction and maintenance acquired by the State of Minnesota, as stated in the final certificate, filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62; thence southwesterly, along said highway easement line, on a curve, concave easterly (curve data: radius = 3729.72 feet; delta angle = 3°40'32"; chord bearing and distance = South 10°00'22" West, 239.23 feet), an arc distance of 239.27 feet; thence southwesterly, along an offset spiral curve of increasing radius (center line of spiral curve data: degree of curve = 1°07'30"; length of curve = 150.00 feet; spiral offset = 90.00 feet) chord bearing and distance = 7°24'58" West, 148.23 feet; thence South 7°02'36" West, 720.50 feet to a point in the South line of the North One—fourth of the North One—half of the Southeast Quarter of said Section 19; thence North 89°35'38" West, along the South line of said North One—fourth of the North One—half of Southeast Quarter, 32.15 feet; to a point in the center line of First Avenue N.W. as said road is built and traveled; thence North 6°39'37" East, along said center line of First Avenue N.W. as traveled, 164.02 feet; thence North 89°34'24" West, 177.34 feet to a point in a line 264.00 feet easterly from and parallel with the West line of the Southeast Quarter of said Section 19; thence North 0°30'28" East, along said parallel line, 165.00 feet to said point of beginning, subject to Minnesota Trunk Highway 3 over the Westerly side, 27th Street over the southerly side, First Avenue N.W. over the southeasterly side; and subject to an easement for Trunk Highway construction and maintenance through said above described parcel; EXCEPT parcel numbered 202 on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 66—4 in the office of the County Recorder.

EXCEPT:

Part of the East One-half of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the South line of the Northeast Quarter of said Section 19 (for purposes of this description bearings are assumed and based on said South line being South 89°34'24" East), a distance of 264.00 feet easterly from the Southwest corner of said Northeast Quarter; thence North 0°31'10" East, along a line 264.00 feet easterly from and parallel with the West line of the South One-half of said Northeast Quarter, 770.57 feet; thence South 89°35'38" East, 331.07 feet to a point in the southeasterly line of an easement for Trunk Highway construction and maintenance acquired by the State of Minnesota, as stated in the final certificate, filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62; thence southwesterly, along said highway easement line, on a curve, concave easterly (curve data: radius = 3729.72 feet; delta angle = 3°40'32"; chord bearing and distance = South 10°00'22" West, 239.23 feet), an arc distance of 239.27 feet; thence southwesterly, along a offset spiral curve of increasing radius (center line of spiral curve data: degree of curve = 1°07'30"; length of curve = 150.00 feet; spiral offset = 90.00 feet), chord bearing and distance = South 7°24'58" West, 148.23 feet; thence South 7°02'36" West, 720.50 feet to a point in the South line of the North One-fourth of the North One-half of the Southeast Quarter of said Section 19; thence North 89°35'38" West, along the South line of said North One-fourth of North One-half of Southeast Quarter, 32.15 feet; to a point in the center line of First Avenue N.W. as said road is built and traveled; thence North 6°39'37" East, along said center line of First Avenue N.W. as traveled, 164.02 feet; thence North 89°34'24" West, 177.34 feet to a point in a line 264.00 feet easterly from and parallel with the West line of the Southeast Quarter of said Section 19; thence North 0°30'28" East, along said parallel line, 165.00 feet to said point of beginning, subject to an easement for Trunk Highway construction and maintenance and for First Avenue N.W. over the southeasterly side of said herein described parcel.

AND

That part of the North One-half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, being a strip of land 200 feet in width, 100 feet on both sides of the center line of the now removed main track of the Chicago and North Western Transportation Company, extending over and across said North One-half of the Northeast Quarter of the Northeast Quarter, described as follows: Beginning at a point in the South line of said North One-half of the Northeast Quarter of the Northeast Quarter (for purposes of this description bearing of said South line is assumed North 89°29'01" West), a distance of 581.15 feet, Westerly from the Southeast corner of said North One-half of the Northeast Quarter of the Northeast Quarter; thence continue along said South line, North 89°29'01" West, 221.07 feet; thence North 25°44'12" East, 723.53 feet to a point in the North line of said Northeast Quarter; thence South 89°27'17" East, along said North line 221.02 feet; thence South 25°44'12" West, 723.40 feet to said point of beginning.

AND

That part of the South One-half of the Northeast Quarter of the Northeast Quarter and the South One-half of the Northeast Quarter, being a strip of land 100 feet in width, 50 feet on both sides of the center line of the now removed main track of said Transportation Company, all being in Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows:

Beginning at a point in the North line of said South One-half of the Northeast Quarter of the Northeast Quarter (for purposes of this description bearing of said North line is assumed North 89°29'01" West), a distance of 636.42 feet Westerly from the Northeast corner of said South One-half of the Northeast Quarter of the Northeast Quarter; thence along said North line, North 89°29'01" West, 110.54 feet; thence South 25°44'12" West, 3,164.91 feet; thence South 89°34'24" East, 110.62 feet; thence North 25°44'12" East, 3,164.71 feet to said point of beginning.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance, Grantee, for itself, its successors and assigns, agrees to take all steps necessary, at no expense Grantor, to comply with any and all governmental requirements relating to land platting and use.

AND

All that part of the South One-Half (S1/2) of the North One-Half (N1/2) of the Northeast Quarter (NE1/4) of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, lying southeasterly from the center line of Minnesota Trunk Highway No. 3; and westerly of the proposed highway, as set forth in that certain Final Certificate, recorded in Book 225 of Deeds, on pages 48-62, in the office of the County Recorder, Rice County, Minnesota. EXCEPTING THEREFROM that part of the above described property, shown as Parcel 201 on Minnesota Department of Transportation Right of Way Plat Numbered 66-4 as the same is on file and of record in the Office of the County Recorder, Rice County, Minnesota; and subject to rights of access if any of record.

ALSO EXCEPTING THEREFROM That part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, shown as Parcel 301 on Minnesota Department of Transportation Right of Way Plat Numbered 66-37 as the same is on file and of record in the Office of the County Recorder in and for Rice County, Minnesota.

CANNON RIVER VIEW PRELIMINARY PLAT
FARIBAULT, MN

[illegible]

Orientation of the bearing system is based on Rice County Coordinates, NAD 83 (2011 adjustment)



SURVEYOR:
Stonebrooke Engineering, Inc.
12279 Nicollet Ave. S.
Burnsville, MN 55337
Phone: 952-402-9202
Fax: 952-403-6803
www.stonebrookeengineering.co

RECORD - 1 - Refers to dimensions as stated in Certificate of Title No. 15908 on file and of record in the Office of County Registrar, Rice County, Minnesota.

RECORD - 2 - Refers to dimensions as stated in Certificate of Title No. 15975 on file and of record in the Office of County Registrar, Rice County, Minnesota.

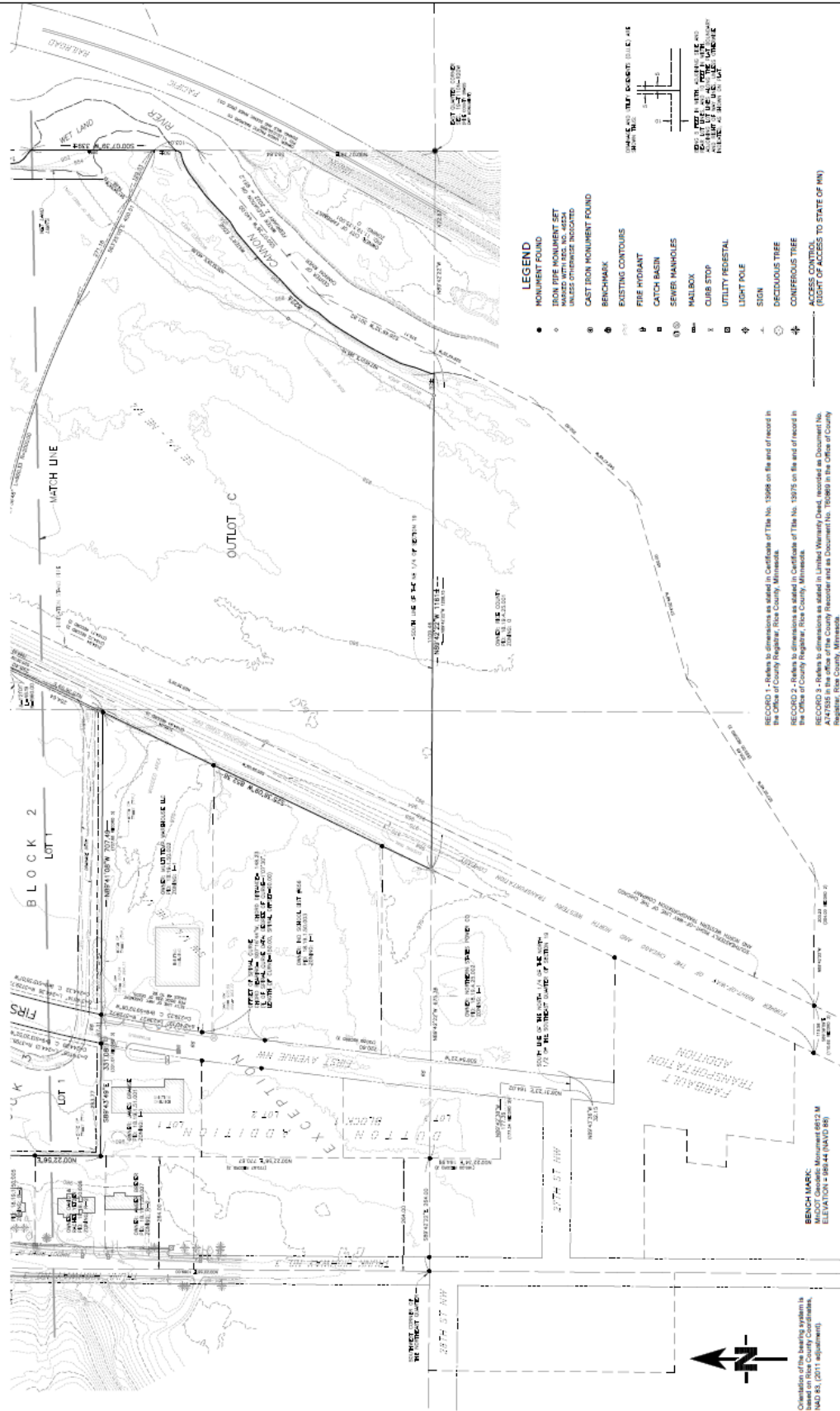
RECORD - 3 - Refers to dimensions as stated in Limited Warranty Deed, recorded as Document No. 4747585 in the office of the County Recorder and as Document No. 706869 in the Office of County Registrar, Rice County, Minnesota.

PRELIMINARY PLAT	SHEET
PART OF THE NE 1/4 OF SEC. 19, T. 110 N., R. 20 W.	1
	OF
FOR: RICE COUNTY, MINNESOTA	3

[illegible]

Page 295 of 357

CANNON RIVER VIEW PRELIMINARY PLAT FARIBAULT, MN



LEGEND MONUMENT FOUND IRON PIPE MONUMENT SET UNLESS OTHERWISE INDICATED CAST IRON MONUMENT FOUND BENCHMARK EXISTING CONTOURS FIRE HYDRANT CATCH BASIN SEWER MANHOLES MAILBOX CLUB STOP UTILITY PESTAL LIGHT POLE SIGN DECIDUOUS TREE CONIFEROUS TREE ACCESS CONTROL (RIGHT OF ACCESS TO STATE OF MN)		PRELIMINARY PLAT PART OF THE NE 1/4 OF SEC. 15, T. 110 N., R. 20 W. FOR: RICE COUNTY, MINNESOTA
RECORD 1 - Refer to description as added in Certificate of Title No. 15958 on file and of record in the Office of County Registrar, Rice County, Minnesota. RECORD 2 - Refer to description as added in Certificate of Title No. 15975 on file and of record in the Office of County Registrar, Rice County, Minnesota. RECORD 3 - Refer to description as added in Limited Warranty Deed, recorded as Document No. 147455 in the office of the County Recorder and as Document No. 150865 in the Office of County Registrar, Rice County, Minnesota.		Stonebrooke SUBDIVISION LOTS BLOCKS SHEET 3 OF 3
I, James J. Schmitt , being a duly licensed and qualified Professional Engineer under the laws of the State of Minnesota, do hereby certify that this plat, map, or record was prepared by me or under my direct supervision and that I am a duly licensed and qualified Professional Engineer under the laws of the State of Minnesota.		DATE 10/2/2022 BY JAMES J. SCHMITT PROFESSIONAL ENGINEER NO. 1000000000
Consideration of the bearing system in this plat is based on Rice County Coordinates, NAD 83, (2011 adjustment).		ELEVATION 882.4 (NAVD 88)

OFFICIAL PLAT COPY

CANNON RIVER VIEW

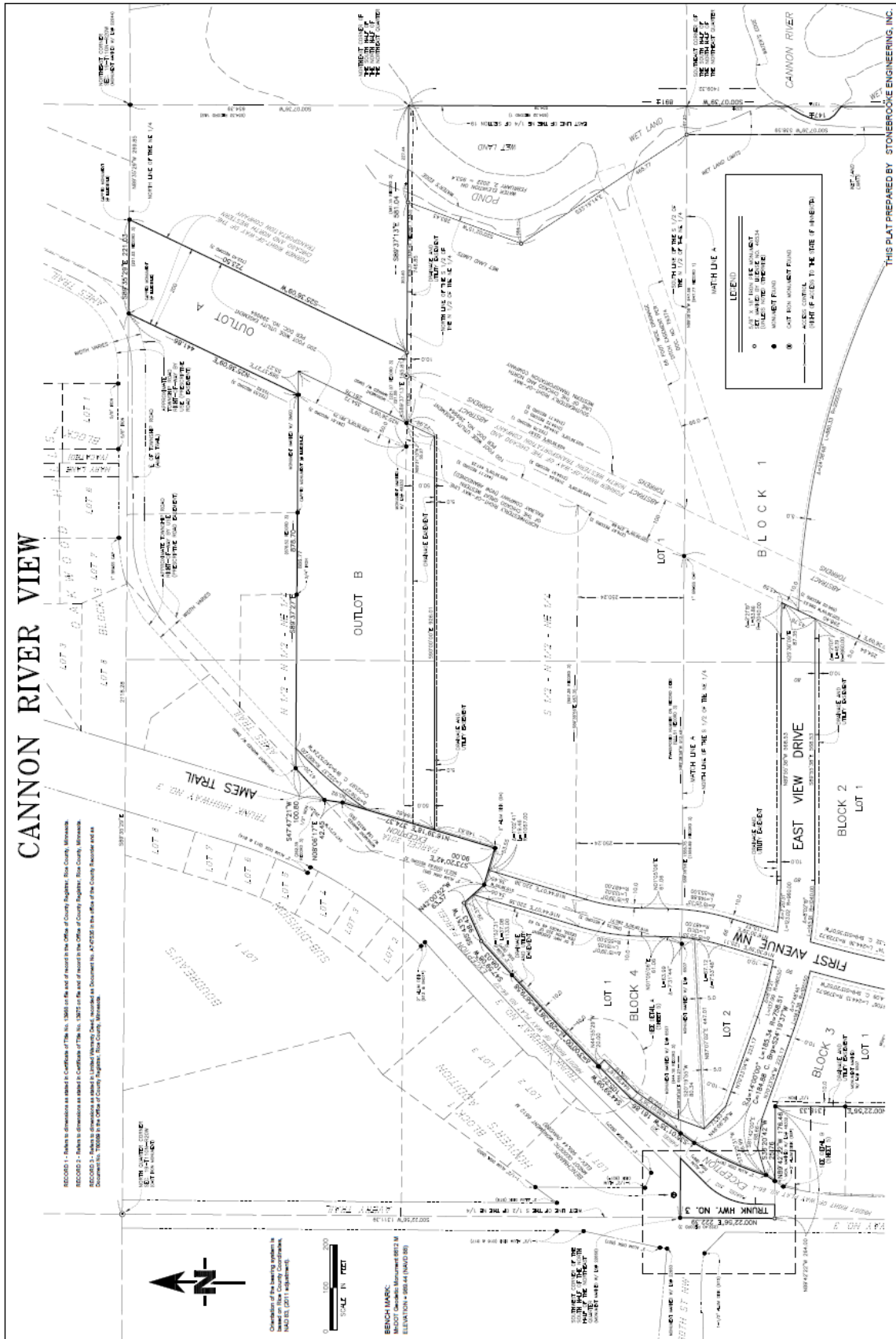
RECORDED 1 - Subject to covenants as stated in Certificate of Title No. 13888 and the use of record in the Office of County Register, Rice County, Minnesota.
RECORDED 2 - Subject to covenants as stated in Certificate of Title No. 13877 and the use of record in the Office of County Register, Rice County, Minnesota.
RECORDED 3 - Subject to covenants as stated in United Mortgage Deed, recorded as Document No. A47258 in the Office of the County Recorder and as Document No. 183888 in the Office of County Register, Rice County, Minnesota.



Orientation of the survey system is based on Rice County Coordinates, NAD 83 (2011 Adjustment).

SCALE IN FEET
0 100 200

SECTION 4, T45N, R10E, S12E
MADOT Canada Monument 5812 M
ELEVATION = 588.64 (NAD 83)

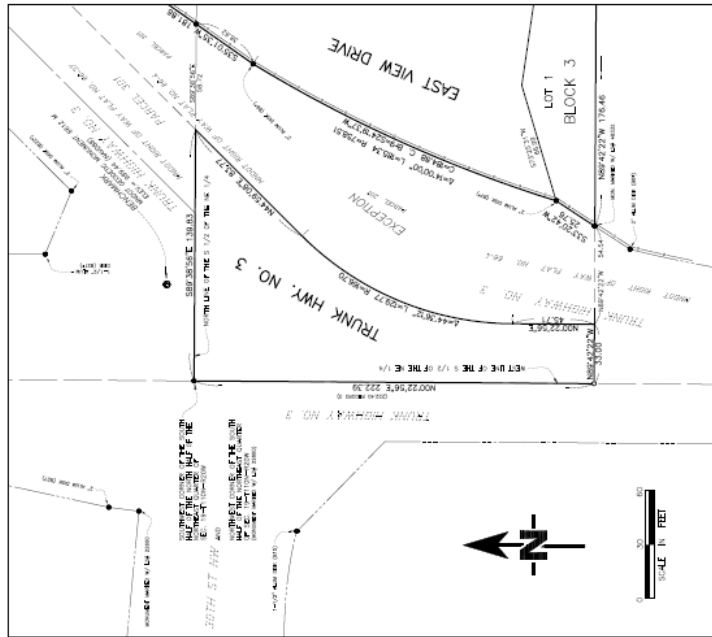


THIS PLAT PREPARED BY STONEBROOK ENGINEERING, INC.
SHEET 3 OF 3 SHEETS





BENCH MARK:
MnDOT Geodetic Monument 6612 M
ELEVATION = 909.44 (NAVD 88)



THIS PLAT PREPARED BY STONEBROOKE ENGINEERING, INC.

**Exhibit D: Memo to David Wanberg, City Planner, from Mark DuChene,
City Engineer, dated April 18, 2022**



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 18, 2022

SUBJECT: Cannon River View Comprehensive Plan Amendment, Rezoning,
Preliminary Plat, Final Plat, & Easement Vacation

BACKGROUND

Rice County along with Steven & Mary Ann Patee and Paul & Wanda Friesen the property owners and collectively the "Owners", have submitted a comprehensive plan amendment, rezoning, preliminary plat, final plat, and easement vacation applications for the lands commonly known as the former Faribault Foods spray fields and Borchert Motors properties to be platted as the Cannon River View subdivision. The sites are located in the NE ¼ of Section 19 Township 110, Range 20W whose parent parcels are a collective of six (6) metes and bounds parcels. The site is adjacent to Trunk Highway 3 to the west, the Cannon River to the east, industrial development to the south and rural residential/commercial uses to the north.

The parcel ownership and current zoning of the parcels is as follows:

PID	Ownership	Current Zoning	Torrens/Abstract
18.19.1.50.001	Rice County	I-1 Light Industrial	Abstract
18.19.1.25.001	Rice County	I-1 Light Industrial	Abstract
18.19.1.00.002	Rice County	I-1 Light Industrial	Abstract
18.19.1.00.001	Rice County	Open Space/Agriculture	Torrens
18.19.1.75.001	Rice County	Open Space/Agriculture	Torrens
11.19.1.25.004	Patee & Friesen	Limited Industrial (Rice Co.)	Abstract

The Patee & Friesen parcel is currently not within the City of Faribault corporate limits; however, a separate annexation request from the property owners has been submitted to the City and is being processed concurrently with the proposed Cannon River View plat.

Conditional Use Permit

A conditional use permit will be required for the proposed Rice County Public Safety Center development. The CUP will be processed at a later date once final plans for the RCPSC have been finalized.

The proposed development will be completed by:

Owners: Rice County, Steven & Joan Patee and Paul & Wanda Friesen
Developer: Rice County
Surveyor: Stonebrooke Engineering, Inc.
Engineer: Stonebrooke Engineering, Inc.

PLAT/COMPREHENSIVE PLAN AMENDMENT/REZONING

Developer has submitted a preliminary and final plat for Cannon River View. The preliminary and final plat contains five (5) lots and three (3) outlots. The City's Journey to 2040 Comprehensive Plan guided the parent parcels for City Park or Open Space and Commercial/Residential Mixed Use according to the adopted Staged Growth Plan. The Owners are requesting an amendment to the comprehensive plan to change the staged growth plan land use designations as indicated in the table below. Similarly, the Owners are requesting a change in zoning for some of the parcels.

The areas within the plat including their proposed use, comprehensive plan land use classification, and proposed zoning are as follows:

<u>Lot</u>	<u>Area</u>	<u>Proposed Use</u>
Lot 1, Block 1	1,770,692 sf (40.65 ac)	Rice County Public Safety Center
Lot 1, Block 2	169,178 sf (3.88 ac)	Commercial/Industrial Redevelopment
Lot 1, Block 3	89,310 sf (2.05 ac)	Commercial/Industrial Redevelopment
Lot 1, Block 4	150,814 sf (3.46 ac)	Existing Commercial/Industrial Development
Lot 2, Block 4	48,295 sf (1.11 ac)	Commercial/Industrial Redevelopment
Outlot A	130,624 sf (3.00 ac)	Park, Recreation, Open Space
Outlot B	301,443 sf (6.92 ac)	Future Residential Neighborhood
Outlot C	1,130,662 sf (25.96 ac)	City Park or Open Space
<u>Rights-of-Way</u>	<u>204,270 sf (4.69 ac)</u>	<u>N/A</u>
Total	3,995,288 sf (91.72 ac)	

<u>Lot</u>	<u>Comp Plan Land Use</u>	<u>Zoning</u>
Lot 1, Block 1	Institutional	P/I Public/Institutional
Lot 1, Block 2	Commercial/Industrial	I-1 Light Industrial
Lot 1, Block 3	Commercial/Industrial	I-1 Light Industrial
Lot 1, Block 4	Commercial/Industrial	I-1 Light Industrial
Lot 2, Block 4	Commercial/Industrial	I-1 Light Industrial
Outlot A	Other Park, Recreation, Open Space	O Open Space/Agriculture
Outlot B	Planned Residential Neighborhood	R-3 Medium Density Residential
Outlot C	City Park or Open Space	O Open Space/Agriculture

Lot 1 Block 1, Lot 2 Block 4 and Outlots A & B are to be retained by Rice County for the following purposes:

- Lot 1 Block 1 - Development of a new public safety center
- Lot 2 Block 4 – Redevelopment for commercial/industrial uses
- Outlot A – Preserved for open space
- Outlot B – Future medium density residential development

Lot 1 Block 4 is to be retained by its current owners for the continued use of the existing business or for redevelopment.

Lot 1 Block 2, Lot 1 Block 3 and Outlot C shall be deeded to the City of Faribault as part of the development agreement process as outlined in the Memorandum of Understanding (MOU) signed by the authorized agents of the Faribault City Council and Rice County Board of Commissioners on or about April 12, 2022 a copy of which is attached to this report. The intended use of the lots is as follows:

- Lot 1 Block 2 - Redevelopment for commercial/industrial uses
- Lot 1 Block 3 - Redevelopment for commercial/industrial uses
- Outlot C – Preserved for open space

Current title work has not been submitted with the final plat application and will be subject to the review of the City and City Attorney's office. A current tile commitment must be submitted meeting the requirements of the City Attorney and all easements and encumbrances of record shall be shown on the plat documents.

Plat shall be subject to review and approval by the MN Department of Transportation.

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

EXISTING SITE CONDITIONS

The existing site contains approximately 91.72 acres of land that that is mostly undeveloped agricultural land that was previously used for spray irrigation by a food processing company. There is one parcel at 18295 Faribault Road (PID 11.19.1.25.004) that contains an existing auto repair commercial business. The site is relatively flat and generally drains from west to east towards the Cannon River. The plat area is divided by an abandoned railroad bed and the eastern portion of the plat area lies within the Cannon River flood zone A.

EASEMENTS

Existing Easements

There are multiple existing easements on the site, including:

- 66-foot easement for drainage purposes in favor of the City of Faribault per Docs T9374. No changes to this easement are required.

- 100-200-ft Easement for public utility purposes in favor of the City of Faribault as shown per Doc 99964. No changes to this easement are required.
- Highway Easement transferred from the State of Minnesota to the City of Faribault per Doc 432078. This highway easement shall be vacated.

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code. In addition to these easements the plat shall be revised or separate easement documents shall be required to show the following easements:

- A public drainage and utility easement encompassing the area of the proposed regional stormwater basin near the south east side of Lot 1 Block 1
- A public trail easement over the existing abandoned railroad bed within Outlot A and Lot 1 Block 1.
- A temporary roadway easement shall be placed over the temporary cul-de-sac on East View Drive. Said easement shall have a radius of at least 60-feet.

STREET AND SITE LAYOUT

East View Drive

The proposed plat includes the construction of East View Drive. East View Drive is proposed to be a future major collector and is planned to be constructed as a 44-foot wide (face of curb to face of curb), undivided urban roadway with no-parking on both sides and a center two-way left turn lane and is generally within an 80-foot right-of-way. East View Drive from Trunk Highway 3 through the 1st Avenue NW intersection will be 100% constructed and funded directly by the City under separate contract. East View Drive will connect to TH 3 via a new roundabout to be constructed under a separate City contract. The portion of East View Drive from its intersection of 1st Avenue NW to its terminus will be constructed by the Developers as part of the proposed plat improvements. Per the City's long-range transportation plans, East View Drive is planned to extend to the east and eventually cross the Cannon River and UPRR and connect to 14th Street NE.

As part of the proposed plat East View Drive is proposed to terminate in a temporary cul-de-sac at the end which has a paved radius of forty-five (45) feet and a temporary roadway easement radius of sixty (60) feet. A 10-foot multi-purpose trail is to be constructed on the north side of East View Drive.

The Developer is responsible for 100% of the equivalent costs of a standard 36-ft wide street including prepared/corrected subgrade, class 5 100% crushed aggregate base, bituminous pavement, B618 concrete curb and gutter, storm sewer, 5-foot wide concrete sidewalk, and turf restoration within the right-of-way. The City will reimburse the Developer the difference from the actual construction costs and those listed above plus 11% of the costs for engineering related services.

The City of Faribault has officially mapped the future right-of-way for East View Drive per Ordinance 2020-5 recoded as Doc A731135 for the future extension of East View Drive across the Cannon River to 14th Street NE. No private improvements shall be allowed within the East View Drive Official Map area without the express written consent of the City and the

Developer agrees to dedicate future right-of-way for East View Drive on Lot 1 Block 1 Cannon River View plat at no cost to the City.

1st Avenue NW

1st Avenue NW is proposed to be a local street and extended from its current terminus south of the proposed East View Drive to Ames Trail. 1st Avenue NW is proposed to be constructed as a 36-foot wide, undivided urban roadway with no parking on both sides and no sidewalk. 1st Avenue NW is proposed to be within a 66-ft right-of-way. The Developer is responsible for 100% of the costs to construct 1st Avenue NW from East View Drive to Ames Trail. 1st Avenue NW from its current terminus through the proposed intersection with East View Drive will be 100% constructed and funded directly by the City under separate contract.

Ames Trail

Ames Trail is an existing Cannon City Township road that connects to TH 3 near the northwest corner of the proposed plat. As part of the plat review process with MnDOT it was determined that the connection of Ames Trail to TH 3 should be terminated and Ames Trail should be connected to the extension of 1st Avenue NW. The Developer is responsible for securing all necessary permits with MnDOT for the closure of the Ames Trail connection and 100% of the costs of connecting Ames Trail to 1st Avenue NW.

PARKS AND TRAILS

Per the MOU the Developer shall satisfy their parkland dedication requirements for the plat including outlots by deeding to the City Outlot C, Cannon River View as well as the parcel with PID 18.19.4.25.001 which is not a part of the Cannon River View Plat. A 10-foot multipurpose trail shall be extended along the north side of East View Drive and the Developer shall dedicate a public trail easement over the existing abandoned railroad bed within Outlot A and Lot 1 Block 1.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The development is located within the Northeast drainage district as identified in the City's 2004 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to existing drainage channels and to the east which ultimately discharge to the Cannon River to the east.

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

The proposed site improvements include the addition of new and/or reconstructed impervious surfaces that exceed 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 permit will be incorporated into the final plans. The Developer and City have agreed to cooperate on the construction of a regional stormwater basin to serve the entire plat area. The stormwater treatment basin shall be placed within a public drainage and utility easement on Lot 1 Block 1 Cannon River View. The City shall be responsible for long term operations and maintenance of the basin. The Developer and City shall split the costs of the design and construction of the stormwater treatment basin based on contributing drainage areas or flows or another equitable distribution as agreed upon by both parties.

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

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 for each parcel as it is developed.

UTILITIES

SANITARY SEWER

The development is proposed to be served by public sanitary sewer facilities. Eight-inch sanitary sewer mains shall be extended within East View Drive and twelve-inch sanitary sewer mains shall be extended within 1st Avenue NE to their respective termini or as directed by the City Engineer. The existing City-owned downstream facilities have sufficient capacity to serve the development. The Developer is responsible for all upfront costs associated with designing and constructing said sanitary sewer extensions within the portions of East View Drive and 1st Avenue NW being constructed by the Developer. Per the MOU the City will reimburse the Developer for 100% of the construction costs of the sanitary sewer extension within the public-right-of-way including sewer pipes and manholes upon certification and acceptance of the improvements by the City. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County. Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

All future buildings within the plat area shall be charged the standard Sewer Access Charge (SAC) in effect at the time of building permit issuance. Per the MOU the SAC units for the

proposed Public Safety Center site (Lot 1 Block 1 Cannon River View) shall be calculated according to the "Police Station" business type category in the City's adopted classification table found here: <https://metro council.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge/SAC-Pubs/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>

WATERMAIN

The development is proposed to be served by public watermain facilities. Twelve-inch watermains shall be extended within 1st Avenue NW and Eastview Drive except eight-inch watermains shall be extended within 1st Avenue NW south of Eastview Drive. The Developer is responsible for all upfront costs associated with designing and constructing said watermain extensions within the portions of East View Drive and 1st Avenue NW being constructed by the Developer. Per the MOU the City will reimburse the Developer for 100% of the construction costs of the watermain extension within the public-right-of-way including watermain pipes, fittings, valves and hydrants upon certification and acceptance of the improvements by the City. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County.

All future buildings within the plat area shall be charged the standard Water Access Charge (WAC) in effect at the time of building permit issuance. Per the MOU the WAC units for the proposed Public Safety Center site (Lot 1 Block 1 Cannon River View) shall be calculated according to the "Police Station" business type category in the City's adopted classification table found here: <https://metro council.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge/SAC-Pubs/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>

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.

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 (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 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.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

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

RECOMMENDATION

Engineering recommends approval of the Comprehensive Plan Amendment, Rezoning, Preliminary Plat, Final Plat, & Easement Vacation, 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.
- Developer shall submit storm water drainage calculations.
- Developer shall submit a street lighting layout plan.
- An updated title commitment report shall be submitted for review.
- 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 consistent.

Exhibit E: Memorandum of Understanding for Rice County Public Safety Center Related Approvements

MEMORANDUM OF UNDERSTANDING for Rice County Public Safety Center Related Improvements

WHEREAS, the County of Rice, acting by and through its Board of County Commissioners, hereinafter referred to as the "County", and the City of Faribault, Minnesota, acting by and through its City Council, hereinafter referred to as the "City", have negotiated the general terms and conditions for the cooperation of completing public improvements related to the construction of the new Rice County Public Safety Center; and

WHEREAS, the County and City have reviewed and discussed the proposed public improvements and have developed a preliminary understanding of terms and conditions to proceed with said public improvements; and

WHEREAS, the County and City wish to enter into this memorandum to establish the framework for completing the public improvements of the roadways and public infrastructure, to include the improvements to be made, amount and terms of compensation, and other requirements; and

NOW, THEREFORE, BE IT MUTUALLY AGREED, Rice County does hereby agree to:

- Deed to the City all of Rice County PID 18.19.4.25.001
- Deed to the City all of Rice County PID 18.19.1.75.001 south of the centerline of the City of Faribault Official Map No. 1 – East View Drive
- Deed to the City all of Rice County PID 18.19.1.50.001 south of the proposed right-of-way for the extension of East View Drive east of TH 3
- Dedicate to the City a trail and drainage and utility easements either via plat or separate easement document a width not to exceed 100-feet along the old railroad corridor from the centerline of the City of Faribault Official Map No. 1 – East View Drive to the northern limits of Rice County PID 18.19.1.75.001
- Rice County agrees to dedicate all necessary future public right of way for the extension of East View Drive east of its current proposed terminus as needed to facilitate the construction of a future street extension across the Cannon River as shown on the City of Faribault Official Map No. 1 – East View Drive
- Rice County shall select, contract and manage the construction contract including making payments directly to the selected contractor, and the hiring of a qualified design consultant for the extension of 1st Avenue NW and East View Drive roadway and public utility extensions outside of the City's separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.
- Rice County agrees to cooperate with the City and the property owners at 18295 Faribault Boulevard, in the platting of the property PID 11.19.1.25.004, and dedicating the necessary right-of-way for the City improvement contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.
- Rice County shall select, contract and manage the construction contract including making payments directly to the selected contractor, and the hiring of a qualified design consultant for the design and construction of a regional stormwater basin and storm sewer infrastructure within the public roadways. County shall pay their prorated share of the design and construction of said regional stormwater basin based on a contributing share of acres drained to the basin. County shall also dedicate a public drainage and utility easement over said basin if deemed necessary.

- Rice County agrees to pay for the standard sewer access charge (SAC) and water access charge (WAC) fees for the new public safety center according to the rates and policies in effect at the time of building permit submittal. SAC/WAC units shall be calculated according to the "Police Station" business type category in the City's adopted classification table found here: <https://metro council.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge/SAC-Pubs/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>
- If deemed necessary to serve the Rice County Public Safety Center and other adjacent land owned by the County identified for future redevelopment, Rice County agrees to pay for all costs related to the design and construction of a public lift station.
- Rice County agrees to acknowledge the City of Faribault as a partner in the development of the Rice County Public Safety Center Development as well as any future development on the surrounding lands served by the street and public infrastructure extensions.
- Rice County agrees in lieu of submitting a cash escrow for development review fees does hereby agree to reimburse the City for costs that would normally be paid from said escrow within 30 days of the City submitting an invoice to the County. City shall invoice the County for eligible expenses no more than monthly.

ALSO, BE IT MUTUALLY AGREED, the City of Faribault does hereby agree to:

- Reimburse the County for the construction costs of the extension of public sanitary sewer and watermain within 1st Avenue NW and East View Drive outside of the City's separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County.
- City agrees to quit claim deed to the County all City interest in any excess roadway easements related to the former TH 218 corridor.
- Reimburse the County based on their prorated share of the design and construction of said regional stormwater basin and storm sewer infrastructure within the public roadways based on a contributing share of acres drained to the basin. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County.
- Reimburse the County for all construction oversizing costs of the public infrastructure including public utilities and street costs.
- City agrees to allow the County to dedicate a future public lift station if deemed necessary to the City and said lift station to become the property of the City and be operated and maintained by the City similar to other lift stations in the City. City also agrees to pay a prorated portion of the lift station design and construction costs if said lift station is determined to serve a service area in addition to lands owned by Rice County.
- City of Faribault agrees to acknowledge Rice County as a partner in the redevelopment of any of the parcels deeded to the City by the County.

ALSO, BE IT MUTUALLY AGREED, that said terms of this memorandum of understanding shall be the basis for the drafting and execution of a development agreement between Rice County and the City of Faribault and all other standard development agreement terms not included in this memorandum shall apply.

IN WITNESS OF THE ABOVE, the parties have caused this memorandum of understanding to be executed on the date and year written below.

Page 2 of 4



COUNTY OF RICE

By: Jim Purfeerst
Jim Purfeerst, Chairperson

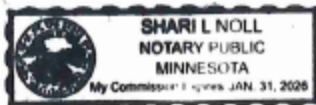
4/26/22
Date

By: Sara Folsted
Sara Folsted, County Administrator

4/26/22
Date

STATE OF MINNESOTA)
)ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 26th day of April, 2022, by Jim Purfeerst and Sara Folsted, the chairperson and county administrator, respectively, of the County of Rice.



Shari L. Noll
Notary Public

CITY OF FARIBAULT

By: Kevin F. Voracek
Kevin F. Voracek, Mayor

4/12/2022
Date

By: Timothy C. Murray
Timothy C. Murray, City Administrator

4/12/2022
Date

STATE OF MINNESOTA)
)ss
COUNTY OF RICE)



The foregoing instrument was acknowledged before me this 12th day of April, 2022, by Kevin F. Voracek and Timothy C. Murray, the mayor and city administrator, respectively, of the City of Faribault.

Heather Slechta
Notary Public





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: May 10, 2022
SUBJECT: Resolution 2022-103 Approve a Conditional Use Permit to Develop a Jail within the Proposed Rice County Public Safety Center East of State Highway 3 and 30th Street NW

Background:

Rice County (the "Applicant" and the "Owner") requested a conditional use permit to develop a jail within the proposed Rice County Public Safety Center on property in the proposed CANNON RIVER VIEW plat, east of State Highway 3 and 30th Street NW (the "subject property"). The subject property is in the P/I, Public/Institutional district per City of Faribault Ordinance 2022-9. The jail portion of the proposed public safety center requires a conditional use permit.

The proposed jail is in an appropriate location with easy access to State Highway 3. It will be a secured facility with an appropriate landscaped buffer. The proposed jail will be in a quality institutional facility with materials and landscaping that will enhance the surrounding area. The facility will not impose hazards or safety concerns on neighboring properties.

The Planning Commission held a public hearing on May 2, 2022, to consider the Applicant's request. No one from the public objected to the request. The Planning Commission recommended approval of Resolution 2022-103 (see attached) based on the written findings and conditions in the resolution.

Recommendation:

Approve Resolution 2022-103.

Attachments:

1. Resolution 2022-103 Approve a Conditional Use Permit to Develop a Jail within the Proposed Rice County Public Safety Center

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-103

APPROVE A CONDITIONAL USE PERMIT TO DEVELOP A JAIL WITHIN THE PROPOSED RICE COUNTY PUBLIC SAFETY CENTER EAST OF STATE HIGHWAY 3 AND 30TH STREET NW

WHEREAS, Rice County (the “Applicant” and the “Owner”) requested a conditional use permit to develop a jail within the proposed Rice County Public Safety Center on property east of State Highway 3 and 30th Street NW, legally described in Exhibit A; and

WHEREAS, the subject property is in the P/I, Public/Institutional zoning district per City of Faribault Ordinance 2022-9; and

WHEREAS, Table 13-2 in the City of Faribault Unified Development Ordinance requires a conditional use permit for a jail in the P/I, Public/Institutional zoning district; and

WHEREAS, no portion of the proposed jail will be in the Shoreland Management District, the Floodplain Management District, or the Wild and Scenic River Overlay District; and

WHEREAS, the Planning Commission held a public hearing regarding the Applicant’s request on May 2, 2022, following proper notice of the public hearing; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit request based on the following written findings:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Expanded Finding: The proposed jail is in an appropriate location near State Highway 3. It is a secured facility that provides an adequate landscaped buffer. The proposed jail would 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.**

Expanded Finding: The proposed jail is appropriately located and buffered from existing and proposed adjacent uses. The jail would not be injurious to the use and enjoyment of the property in the area, and it would not hinder orderly development in 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.**

Expanded Finding: The proposed jail is a quality institutional facility with materials and landscaping that will enhance the surrounding area.

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

Expanded Finding: The proposed jail is a secured facility with an appropriate landscaped buffer that will not impose hazards or disturbing influences on neighboring properties.

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

Expanded Finding: The proposed jail is a quality, secured institutional facility with an appropriate landscaped buffer that 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.**

Expanded Finding: Public sewer, water, and all other applicable municipal services will serve the subject property and the proposed jail.

- 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.**

Expanded Finding: The proposed facility will not create new demands for facilities and services at public cost. The proposed facility will address issues with the existing County jail, which 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.**

Expanded Finding: The proposed jail development associated with the proposed CANNON RIVER VIEW plat will improve traffic circulation in the area. The jail will not promote traffic congestion.

- 9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.**

Expanded Finding: The proposed jail will be on the former Faribault Foods spray fields, so there will be no loss of natural, scenic, or historical features of major importance to the community. The proposed jail is not located in the Wild and Scenic River Overlay district, the Shoreland Management district, or the Floodplain Management district.

- 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.**

Expanded Finding: Per Resolution 2022-086, the City's Land Use Plan guides the proposed jail property for public/institutional use. The proposed jail is consistent with the City's Land Use Plan.

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

Expanded Finding: The proposed addition is consistent with the setback requirements and all other applicable City Code requirements.

WHEREAS, the City Council held a public meeting on May 10, 2022, to consider the Applicant's conditional use permit request; and

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

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

Section 1: Approval of the requested conditional use permit. The City Council hereby approves the Applicant's conditional use permit request to develop a jail associated with the proposed Rice County Public Safety Center in the P/I, Public Institutional zoning district.

Section 2: Conditions attached to the approval of the conditional use permit. The conditional use permit includes the following conditions:

1. The Owner must construct the proposed addition and related site work in substantial conformance (as determined by City Staff) with the concept plans shown in Exhibit B of this resolution.
2. The Applicant must receive all required permits and approvals from the City and all other applicable regulatory authorities before starting construction on the proposed development. More specifically, the Applicant must received site plan approval from the City's Development Review Committee for the proposed Rice County Public Safety Center, in which the proposed jail will be located.
3. This conditional use permit will automatically be voided if the proposed construction has not taken place within one (1) year of the approval of the conditional use permit unless the City Council has granted a petition for a time extension. The Owner must

submit a written request for extension at least thirty (30) days before the expiration of the conditional use permit and must state facts showing a good faith effort to complete the work permitted under the original approval.

4. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
5. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
6. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
7. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
8. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.
9. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 3. Findings and incorporation of recitals and exhibits. Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 4. Authorization to take additional steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 5. Effective Date. This resolution is effective immediately upon its passage and without publication.

Date Adopted: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

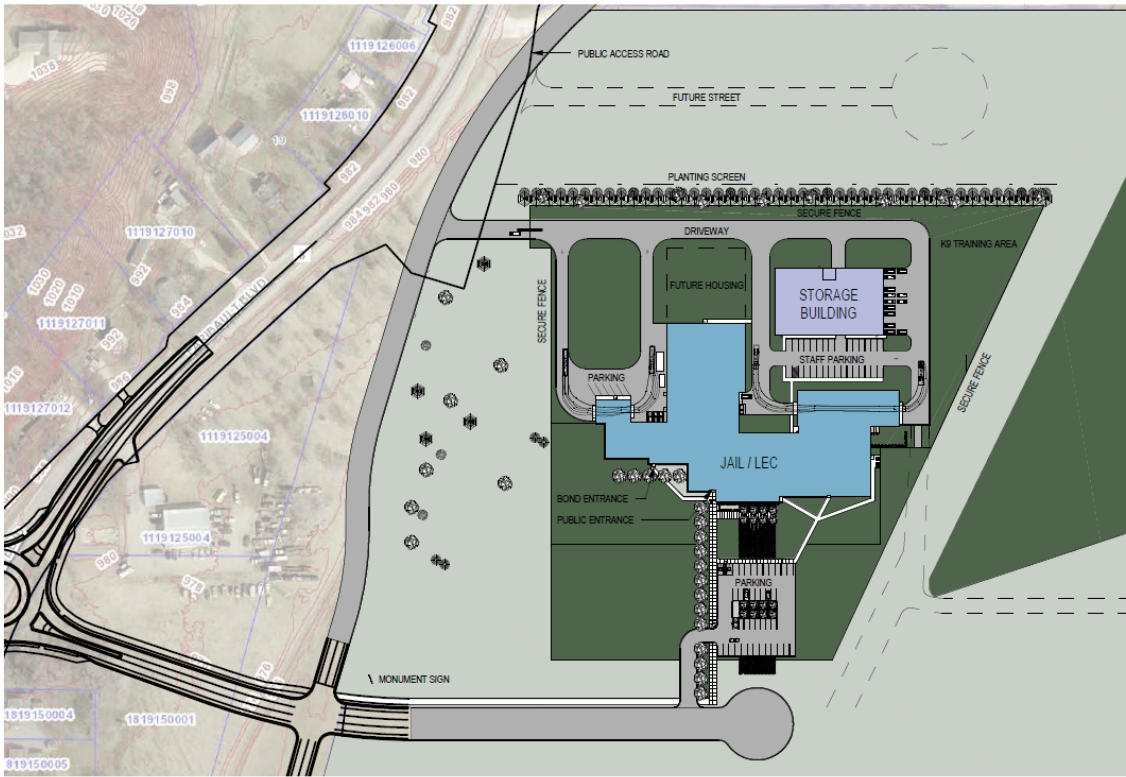
Timothy C. Murray, City Administrator

Exhibit A
Legal Description

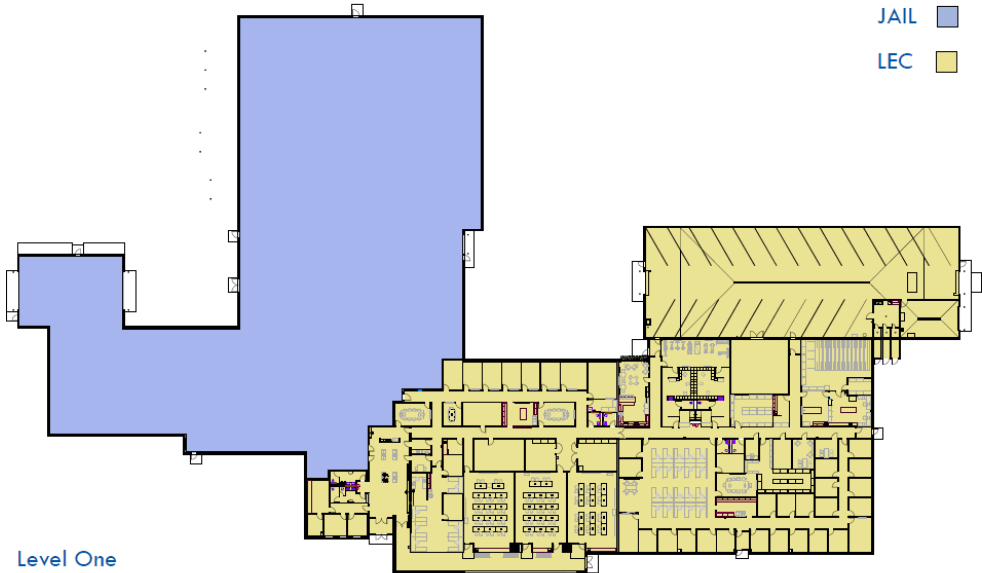
Lot 1, Block 1, CANNON RIVER VIEW, City of
Faribault, County of Rice, State of Minnesota

Exhibit B
Concept Plans for the Proposed Jail within the Proposed Rice County Public Safety Center

RICE COUNTY PUBLIC SAFETY CENTER



RICE COUNTY PUBLIC SAFETY CENTER



RICE COUNTY PUBLIC SAFETY CENTER



RICE COUNTY PUBLIC SAFETY CENTER







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: May 10, 2022
SUBJECT: Ordinance 2022-12 Amend the Development Standards Outlined in Section 3 of Ordinance 2007-19 Rezoning of Real Property to Create a Planned Unit Development Mixed-Use for Divine Mercy Catholic Church - First Reading

Background:

Divine Mercy Catholic Church (the "Applicant") is the fee owner of land parcels south of Mercy Drive and east of CR 45/Albers Avenue in Faribault (the "subject property"). In 2007, the City Council approved Ordinance 2007-19, which created a planned unit development (PUD) for the existing and proposed development on the subject property (see Exhibit C in the attached ordinance). The PUD provisions allow the existing single-family residential use at 22685 Albers Avenue to remain on the subject property with certain conditions. The Applicant is now proposing to convert the single-family residence into a place of assembly (a gathering place) for church-related events. The proposed change of use requires an amendment to the PUD.

The Applicant envisions that the proposed place of assembly (the former single-family residence) will be removed once the ballfields associated with the planned schools shown in the PUD Master Plan are constructed. However, the proposed place of assembly may remain for ten or more years. Given the envisioned temporary nature of the use, the Applicant would prefer that the City waive curbing requirements, but the Applicant is prepared to install the concrete curb if needed. Staff recommends flexibility to allow the proposed place of assembly (even though the use is not served by municipal sewer and water). However, the City should require a hard surface parking lot with concrete curbing. The City should also limit the site and structure to a maximum of 50 people. In addition, the Applicant must verify that the septic system and well are compliant.

In a related matter, the Applicant did not remove the existing private drive between the existing single-family residence and the existing church as required by the PUD. However, the Applicant has agreed to close the private drive immediately. The Applicant proposes to fully remove the private drive as part of the anticipated school development on the subject property in 2023-24. The Applicant has also agreed to remove (as soon as possible) the accessory buildings (sheds) adjacent to the private drive.

Refer to the attached ordinance for additional details. The proposed parking area is shown in Exhibit B of the proposed ordinance amendment. The Applicant is in the process of submitting a revised parking lot plan, which Staff will present at the May 10 City Council meeting.

Recommendation:

Approve the first reading on Ordinance 2022-12.

Attachments:

1. Ordinance 2022-12 Amend the Development Standards Outlined in Section 3 of Ordinance 2007-19 - First Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-12**

**AMEND THE DEVELOPMENT STANDARDS OUTLINED IN SECTION 3 OF ORDINANCE
2007-19 REZONING OF REAL PROPERTY TO CREATE A PLANNED UNIT
DEVELOPMENT MIXED-USE FOR DIVINE MERCY CATHOLIC CHURCH**

WHEREAS, Divine Mercy Catholic Church (the "Applicant") is the fee owner of land parcels south of Mercy Drive and east of CR 45/Albers Avenue in Faribault (the "subject property") legally described in Exhibit A; and

WHEREAS, related to the subject property, the Faribault City Council approved Ordinance 2007-19 Rezoning of Real Property to Create a Planned Unit Development Mixed-Use for Divine Mercy Catholic Church (see Exhibit C); and

WHEREAS, Section 3, Item 4 of Ordinance 2007-19 allows the existing single-family residence on the subject property to serve as interim use with certain conditions; and

WHEREAS, Section 3, Item 10 of Ordinance 2007-19 requires "any proposed use of the single-family dwelling other than as a single-family home or rectory, or being removed for development of ball fields/open space, shall require an amendment to the PUD"; and

WHEREAS, the Applicant discontinued the single-family dwelling use and has requested approval of a PUD amendment to convert the former dwelling into a place of assembly; and

WHEREAS, Section 3, Item 9 of Ordinance 2007-19 allows access to the single-family residential use from CR 45/Albers Avenue – however, the ordinance requires that Rice County review the access in light of any proposed change in use; and

WHEREAS, Rice County Highway Department staff reviewed the proposed

change in use from a single-family dwelling to a place of assembly and determined that access to the existing structure from CR 45/Albers Avenue may continue provided that the occupancy of the structure does not exceed 50 people and that there be no private vehicular drive between the existing church/future school and the proposed place of assembly in the former single-family dwelling; and

WHEREAS, the Applicant intends to remove the structure housing the proposed place of assembly when there is a need for ballfields or playfields associated with a future middle school and/or high school on the site; and

WHEREAS, City Staff completed a review of the Applicant's PUD amendment request 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 held a public hearing on May 2, 2022, following proper notice; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's PUD amendment request based on the following findings as required by Section 2-180 of the City's Unified Development Ordinance as follows:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The City's Land Use Plan guides the subject property for institutional uses. The proposed PUD amendment to convert the former single-family residential use into a place of assembly does not conflict with the City's Land Use Plan.

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 PUD amendment to convert the former single-family residence into a place of assembly will provide opportunities for parishioners and, presumably others, to gather in a unique setting that helps build community.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed PUD amendment does not change the property's zoning classification.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed PUD amendment does not change the property's zoning classification.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed PUD amendment does not change the property's zoning classification.

WHEREAS, the Planning Commission's recommendation to approve the Applicant's PUD amendment request is based on the following findings as required by Section 14-410 of the City's Unified Development Ordinance:

1. **Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.**

Expanded finding: The Applicant is the fee owner of all of the properties in the PUD and is legally responsible for all maintenance and upkeep.

2. **The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.**

Expanded finding: The Rice County Highway Department reviewed the proposed PUD amendment would not create traffic congestion or dangers on CR 45/Albers Avenue provided that the proposed place of assembly does not allow the occupancy of the structure and related site to exceed 50 people.

3. **A sufficient amount of usable open space is provided.**

Expanded finding: The proposed PUD amendment would have minimal impact on the existing open space.

4. **The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of**

surrounding property owners or reduce the value of adjacent properties.

Expanded finding: The proposed PUD amendment would have a minimal effect on the arrangement of structures on the site. The proposed use would generally have less daily traffic and use than a typical single-family residential use. The proposed use would have more people and traffic at specific times than the former single-family residential use. However, the proposed use would accommodate the parking on the east side of the structure, where it will not unreasonably disturb the privacy or reduce the value of neighboring properties.

5. The architectural design of the project is compatible with the surrounding area.

Expanded finding: The proposed amendment does not change the exterior appearance of the former single-family residence, which is compatible with the surrounding land uses.

6. The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded finding: The proposed use will place a burden on the City's infrastructure. The former single-family residence will continue to be served by onsite sewer and water until it is feasible to serve the use with municipal sewer and water.

7. The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.

Expanded finding: The Applicant intends to remove the subject structure and access drive when the ballfields associated with the future middle school and/or high school are developed. The Applicant's phased development plan is logical.

8. The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.

Expanded finding: The proposed place of assembly use contemplated by the Applicant's PUD amendment request is consistent with the City's Land Use Plan, which guides the subject property for institutional use; and

WHEREAS, at a public meeting on May 10, 2022, and a public meeting on _____, 2022, the City Council considered the Applicant's PUD amendment request and concurred with the recommendations and findings of

the Planning Commission as stated in the above recitals and hereby makes identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Amend Ordinance 2007-19, Section 3. The City Council of the City of Faribault has hereby determined that Ordinance 2007-19, Section related to the Divine Mercy Catholic Church PUD be amended by the addition of the underlined language and removal of the ~~stricken~~ language as follows:

Section 3. The PUD shall be subject to the following development standards:

1. The education use (including early childhood center) and 48-unit senior housing use shall be allowed as conditional uses within the PUD, and shall be processed according to the provisions governing Conditional Use Permits in the Unified Development Ordinance in effect at the time of such applications. Provided the proposed conditional uses meet all PUD and/or underlying R-2 zoning district standards in effect at the time of application, no amendment to the PUD will be required.
2. Platting will be required as future phases of the PUD are developed. Such platting shall be processed according to Chapter 15 of the Unified Development Ordinance, or other Subdivision standards in effect at the time of such plat. Provided the proposed plat conforms to the provisions and intent of the original PUD and Subdivision Regulations, such platting will not require an amendment to the Planned Unit Development.
3. Development of the site shall be according to the approved overall conceptual development plan attached as Exhibit C, which shall be modified as follows:
 - a. To show landscape buffering compliant with the base number of plantings (no discount for wider buffer area) in the area of the future play fields and school building.
 - b. Additional landscaping for impervious acreage is required at a rate of three trees per acre of impervious surface.
 - c. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.

- d. To meet minimum parking standards for the 1200 seat sanctuary.
4. ~~The phase one development plan shall be revised to show the immediate interim use of the existing single-family home and the layout of the driveway to show how it will serve the residential use and the construction project, including required surface improvements of either concrete or bituminous and restoration plan for the construction access. Before its eventual removal, as shown in the PUD Master Plan, the former single-family residence may be used as a place of assembly with the following conditions:~~
- A. The place of assembly must be in general conformance with the concept plan shown in Exhibit B of this ordinance. The Applicant must receive all required permits and approvals from the City and other applicable regulatory authorities before starting site construction.
 - B. The occupancy of the structure and site associated with the place of assembly shall not exceed 50 people.
 - C. The Applicant must confirm with the applicable regulatory authority that the septic system is compliant and sufficiently sized for the proposed use. If the septic system is determined to be non-compliant, the Applicant must bring the system into compliance as specified by the regulatory authority. The Applicant must connect the use to municipal sewer and water when deemed feasible by the City Engineer.
 - D. The Applicant must confirm with the applicable regulatory authority that the existing well is compliant and will be tested per all applicable regulations related to the proposed use.
 - E. The place of assembly must provide a minimum of twelve (12) parking spaces per the City's Unified Development Ordinance. One of the twelve (12) parking spaces must be an accessible space per the Minnesota Accessibility Code. Per the City Code of Ordinances, all parking must be on an approved hard surface such as concrete or bituminous. No parking shall be allowed in the drive lanes or on County Road 45/Albers Avenue.

5. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.
6. All parking areas and access drives shall be hard surfaced with concrete or bituminous, have 6" insurmountable concrete curb and gutter (including parking lot landscape islands), and be striped in compliance with City Code standards. The City Engineer may waive the requirement for a six-inch insurmountable concrete curb and gutter in parts or all of the site development associated with the former single-family residence if the City Engineer deems the insurmountable curb would create practical drainage difficulties.
7. Detailed site development plans for phase one construction, including final landscape, lighting, parking, and trash enclosures, shall be submitted and approved by the Development Review Committee prior to recording of the PUD and plat, and shall be attached hereto as Exhibit C-1 to C-6 prior to recording.
8. The pond in the northeast corner of the PUD shall be constructed with phase one development.
9. ~~Access to the single-family use may continue as long as it is used for that purpose or as a low intensity residential rectory use by the Church. At such time as a change in use is proposed, access is subject to review and revocation, as determined appropriate by Rice County Highway Department.~~ Access to the former single-family residence from County Road 45/Albers Avenue may continue with the following conditions:
 - A. The Applicant must obtain all required approvals and permits from the Rice County Highway Department for any Applicant-proposed changes or any County-required changes to the existing access.
 - B. The occupancy of the structure and related site served by the access must not exceed fifty (50) people.
 - C. The access must only serve the former single-family residence site. The access shall not be used for vehicular circulation serving the existing church/future school.
 - D. The Applicant must either immediately remove the illegal private drive between the existing church and

former single-family residence or barricade or otherwise prevent the use of the illegal drive. However, the Applicant must fully remove the illegal private drive and properly restore the site by October 31, 2024.

E. The Applicant must remove the existing accessory buildings adjacent to the private drive or obtain a PUD amendment to maintain the accessory buildings.

10. ~~Any proposed use of the single-family dwelling other than as a single family home or rectory, or as being removed for development of ball fields/open space, shall require an amendment to the PUD. Any change of use or intensification in the proposed place of assembly use identified in Exhibit B of this ordinance shall require an amendment to this PUD.~~
11. ~~The single family dwelling/rectory shall be connected to municipal services as required by City Code upon becoming available thereto.~~

Section 2. Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 3. Authorization to take additional steps. The City Council hereby authorizes the Mayor, City Administrator, City Staff, and City Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 4. Effective date of this ordinance. This Ordinance takes effect and is in force after its passage and publication, per Section 3.05 of the City Charter.

Public Hearing: May 2, 2022

First Reading: May 10, 2022

Second Reading: _____

Publication Date: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A:
Legal Description

Lot 1, Block 3, DIVINE MERCY CATHOLIC CHURCH

Exhibit B
Concept Plan Showing the Conversion of the Former Single-Family Residence into a Place of Assembly

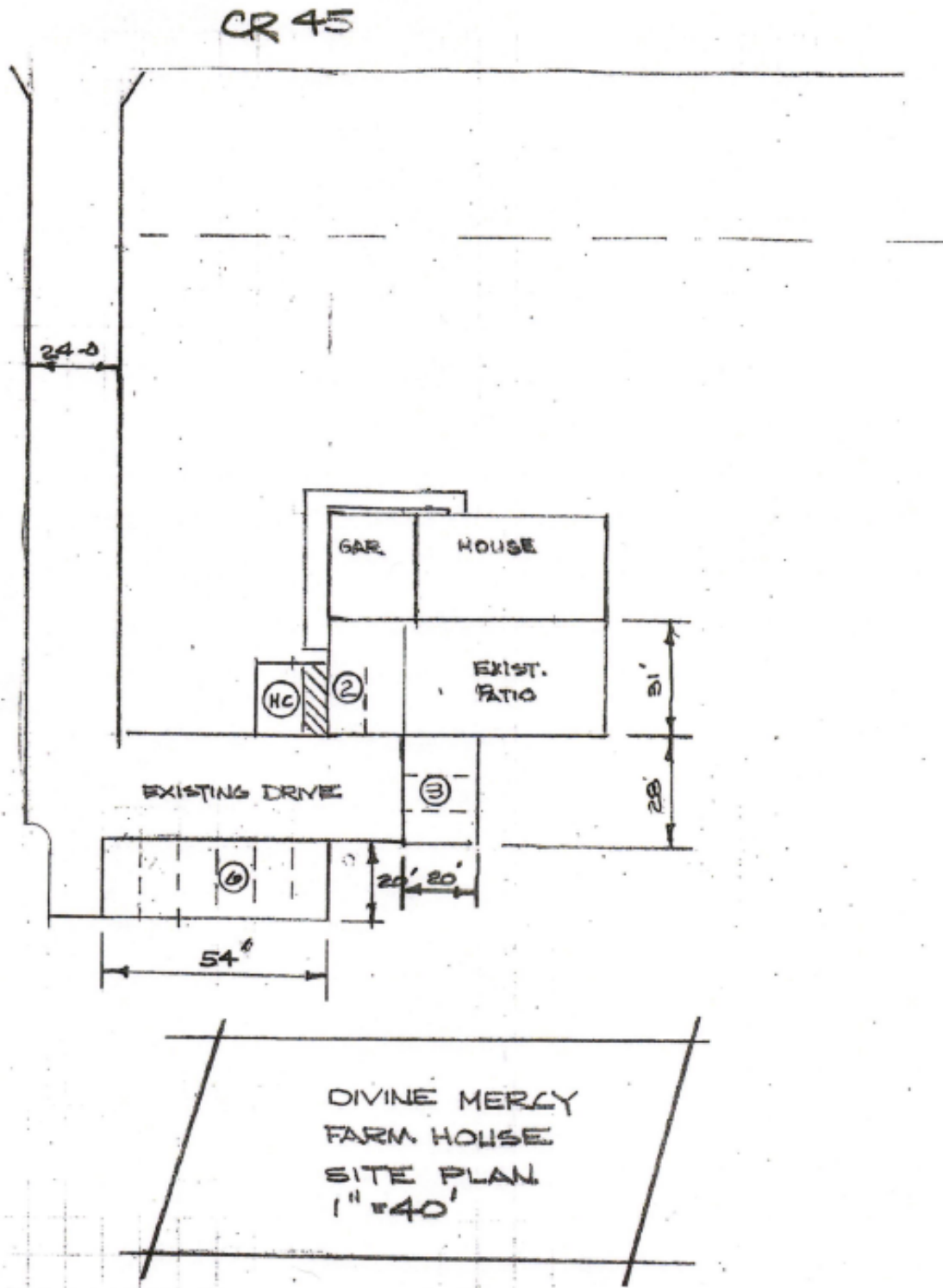


Exhibit C:
Ordinance 2007-19

Document No.

593826



OFFICE OF COUNTY RECORDER

RICE COUNTY, MINN

No. of Pages 15

I hereby certify that the within instrument was filed in this office
for record on 10-11-2007 at 10:23 ☒ AM ☐ PM

10112007



Marsha DeGroot

Rice County Recorder

**CITY OF FARIBAULT
ORDINANCE 2007-19**

**REZONING OF REAL PROPERTY TO CREATE
A PLANNED UNIT DEVELOPMENT-MIXED USE
Divine Mercy Catholic Church**

WHEREAS, Catholic Church of Divine Mercy of Faribault, Donald Reuvers, and Richard and Mary Ann Langeslag, have submitted a request to rezone certain real property within the City of Faribault, County of Rice, Minnesota; and

WHEREAS, City staff has completed a review of the application and made a report pertaining thereto (PUD-PP-40-07), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 7th day of August, 2007, following proper notice, held a public hearing regarding the request, and following said public hearing adopted a recommendation that the Divine Mercy Catholic Church Planned Unit Development-Mixed, which is being platted as Lot 1, Block 3 and Outlots B and C in the plat of Divine Mercy Catholic Church, be approved; and

WHEREAS, the City Council, on the 14th day of August, 2007, following proper notice, held a public hearing to consider the proposed rezoning, and all interested persons were provided an opportunity to comment; and

WHEREAS, the City Council finds that approving the Divine Mercy Catholic Church Planned Unit Development-Mixed is in the best interest of the City, with the following findings:

1. Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.
2. The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.
3. A sufficient amount of usable open space is provided for use by project residents and uses of the site.

4. The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.
5. The architectural design of the project is compatible with the surrounding area.
6. The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.
7. The development schedule insures a logical development of the site, protecting the interests of project residents and the general public.
8. The planned unit development is in compliance with the intent and purpose of the Land Use Plan.
9. The proposed plat conforms to the requirements of the Unified Development Ordinance and proposed zoning district regulations and proposed Planned Unit Development overlay zoning district.
10. The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles. Development of the site in the manner proposed can provide needed infrastructure improvements to service the project as a whole.
11. The spacing and design of proposed curb cuts and intersection locations is consistent with good traffic engineering design and public safety considerations.

THE CITY OF FARIBAULT ORDAINS:

Section 1: Amendment. The Faribault Unified Development Ordinance is hereby amended to show a certain tract of land situated in the City of Faribault, County of Rice, Minnesota, now zoned R-2, Low Density Residential District to have a PUD-M, Planned Unit Development-Mixed Overlay District to accommodate the Divine Mercy Catholic Church religious, education, and senior housing campus, as described in the attached **Exhibit A-1 and A-2**, and as shown on the proposed zoning map attached as **Exhibit B**.

Section 2: Specific Code Waivers and Planned Unit Development Requirements. The following code waivers shall be allowed:

1. Waiver to allow more than one principal structure/use on a residentially zoned property, to include the Divine Mercy Catholic Church worship, education, and administration building, single family residence and associated existing out buildings, and senior housing use up to 48 units.
2. Waiver to allow a multi-family senior dwelling with up to 48 units on property zoned R-2.
3. Height waiver for portion of church building which will be 40' where 35' is allowed.

All future phases shall meet minimum code standards or the provisions of this document or will be required to be processed as a PUD amendment.

Section 3. The PUD shall be subject to the following development standards:

1. The education use (including early childhood center) and 48-unit senior housing use shall be allowed as conditional uses within the PUD, and shall be processed according to the provisions governing Conditional Use Permits in the Unified Development Ordinance in effect at the time of such applications. Provided the proposed conditional uses meet all PUD and/or underlying R-2 zoning district standards in effect at the time of application, no amendment to the PUD will be required.
2. Platting will be required as future phases of the PUD are developed. Such platting shall be processed according to Chapter 15 of the Unified Development Ordinance, or other Subdivision standards in effect at the time of such plat. Provided the proposed plat conforms to the provisions and intent of the original PUD and Subdivision Regulations, such platting will not require an amendment to the Planned Unit Development.
3. Development of the site shall be according to the approved overall conceptual development plan attached as Exhibit C, which shall be modified as follows:
 - a. To show landscape buffering compliant with the base number of plantings (no discount for wider buffer area) in the area of the future play fields and school building.
 - b. Additional landscaping for impervious acreage is required at a rate of three trees per acre of impervious surface.
 - c. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.
 - d. To meet minimum parking standards for the 1200 seat sanctuary.
4. The phase one development plan shall be revised to show the immediate interim use of the existing single family home and the layout of the driveway to show how it will serve the residential use and the construction project, including required surface improvements of either concrete or bituminous and restoration plan for the construction access.
5. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.
6. All parking areas and access drives shall be hard surfaced with concrete or bituminous, have 6" insurmountable concrete curb and gutter (including parking lot landscape islands), and be striped in compliance with City Code standards.
7. Detailed site development plans for phase one construction, including final landscape, lighting, parking, and trash enclosures, shall be submitted and approved by the Development Review Committee prior to recording of the PUD and plat, and shall be attached hereto as **Exhibit C-1 to C-6** prior to recording.
8. The pond in the northeast corner of the PUD shall be constructed with phase one development.
9. Access to the single-family use may continue as long as it is used for that purpose or as a low intensity residential rectory use by the Church. At such time as a

change in use is proposed, access is subject to review and revocation, as determined appropriate by Rice County Highway Department.

10. Any proposed use of the single family dwelling other than as a single family home or rectory, or as being removed for development of ball fields/open space, shall require an amendment to the PUD.
11. The single family dwelling/rectory shall be connected to municipal services as required by City Code upon becoming available thereto.

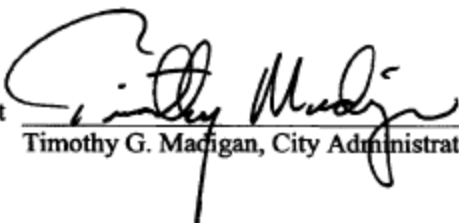
Section 3: Effective Date. This ordinance shall take effect and be in force 30 days from and after its passage and publication, in accordance with Section 3.09 of the City Charter.

First Reading: August 14, 2007
Second Reading: August 28, 2007
Published: September 1, 2007

Faribault City Council

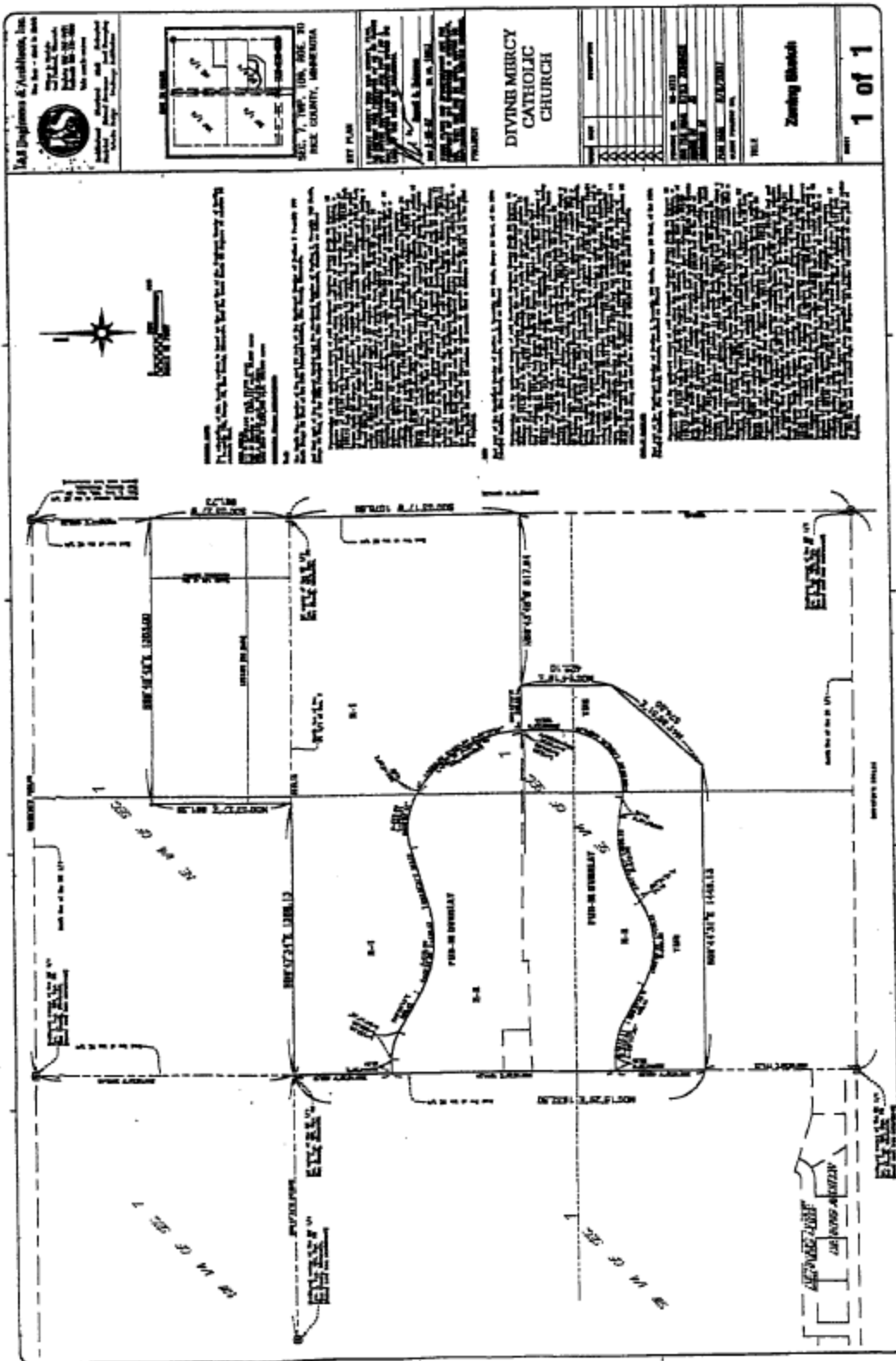


Chuck Ackman, Mayor

Attest 

Timothy G. Madigan, City Administrator

EXHIBIT-A-1
ORDINANCE 2007-19



**EXHIBIT A-2
ORDINANCE 2007-19**

Legal Description

PUD-M, PLANNED UNIT DEVELOPMENT-MIXED OVERLAY DISTRICT:

That part of the Southeast Quarter of Section 7, Township 109 North, Range 20 West, of the Fifth Principal Meridian, Rice County, Minnesota, described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence North 00 degrees 15 minutes 29 seconds East, assumed bearing along the west line of said Southeast Quarter, a distance of 711.32 feet; thence South 89 degrees 44 minutes 31 seconds East a distance of 1448.13 feet; thence North 41 degrees 38 minutes 51 seconds East a distance of 574.80 feet; thence North 00 degrees 14 minutes 19 seconds East a distance of 425.10 feet; thence North 89 degrees 43 minutes 48 seconds West a distance of 210.19 feet to the point of beginning; thence 12.89 feet southerly along a non-tangential curve, concave westerly, having a radius of 584.00 feet, a central angle of 01 degrees 15 minutes 53 seconds and a chord bearing of South 00 degrees 26 minutes 34 seconds East; thence South 00 degrees 09 minutes 23 seconds West a distance of 185.73 feet; thence 478.15 feet southwesterly along a tangential curve, concave northwesterly, having a radius of 276.77 feet and a central angle of 98 degrees 58 minutes 56 seconds; thence North 80 degrees 51 minutes 42 seconds West a distance of 94.15 feet; thence 398.42 feet westerly along a tangential curve, concave southerly, having a radius of 547.00 feet and a central angle of 41 degrees 43 minutes 57 seconds; thence South 57 degrees 24 minutes 21 seconds West a distance of 24.15 feet; thence 420.51 feet westerly along a tangential curve, concave northerly, having a radius of 388.00 feet and a central angle of 62 degrees 05 minutes 46 seconds; thence North 60 degrees 29 minutes 53 seconds West a distance of 192.44 feet; thence 177.11 feet northwesterly along a tangential curve, concave southerly, having a radius of 347.00 feet and a central angle of 29 degrees 14 minutes 38 seconds; thence North 89 degrees 44 minutes 31 seconds West a distance of 66.89 feet to said west line of the Southeast Quarter; thence North 00 degrees 15 minutes 29 seconds East along said west line a distance of 1044.24 feet; thence South 89 degrees 44 minutes 31 seconds East a distance of 65.84 feet; thence 137.30 feet southeasterly along a tangential curve, concave southerly, having a radius of 269.00 feet, a central angle of 29 degrees 14 minutes 38 seconds; thence South 60 degrees 29 minutes 53 seconds East a distance of 202.49 feet; thence 428.67 feet easterly along a tangential curve, concave northerly, having a radius of 535.00 feet and a central angle of 45 degrees 54 minutes 30 seconds; thence North 73 degrees 35 minutes 37 seconds East a distance of 283.49 feet; thence 289.81 feet easterly along a tangential curve, concave southerly, having a radius of 345.00 feet and a central angle of 48 degrees 07 minutes 47 seconds; thence South 58 degrees 16 minutes 36 seconds East a distance of 0.42 feet; thence 582.70 feet southeasterly along tangential curve, concave southwesterly, having a radius of 584.00 feet and a central angle of 57 degrees 10 minutes 05 seconds to the point of beginning.

City of Faribault Official Zoning Map

August 2, 2007

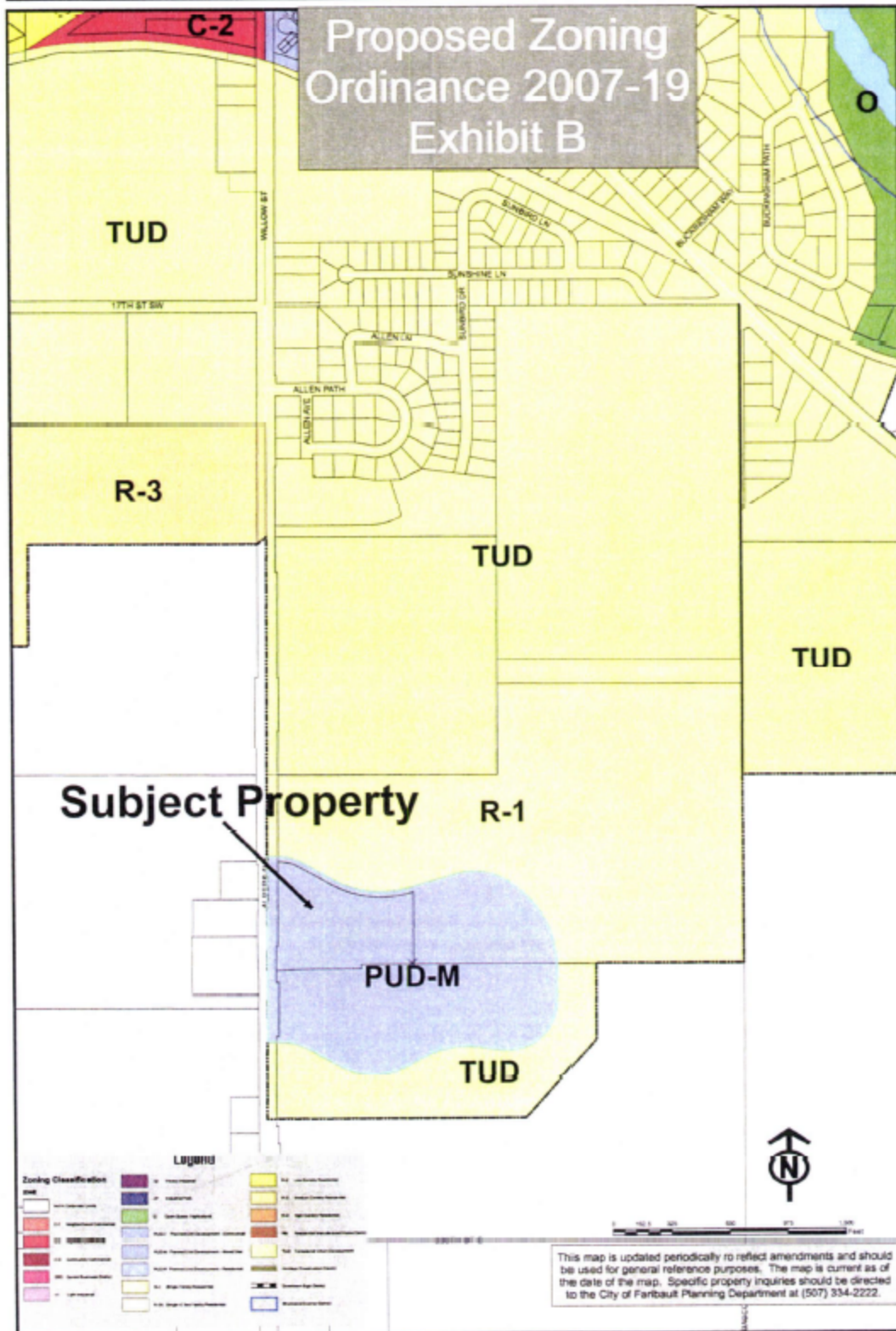
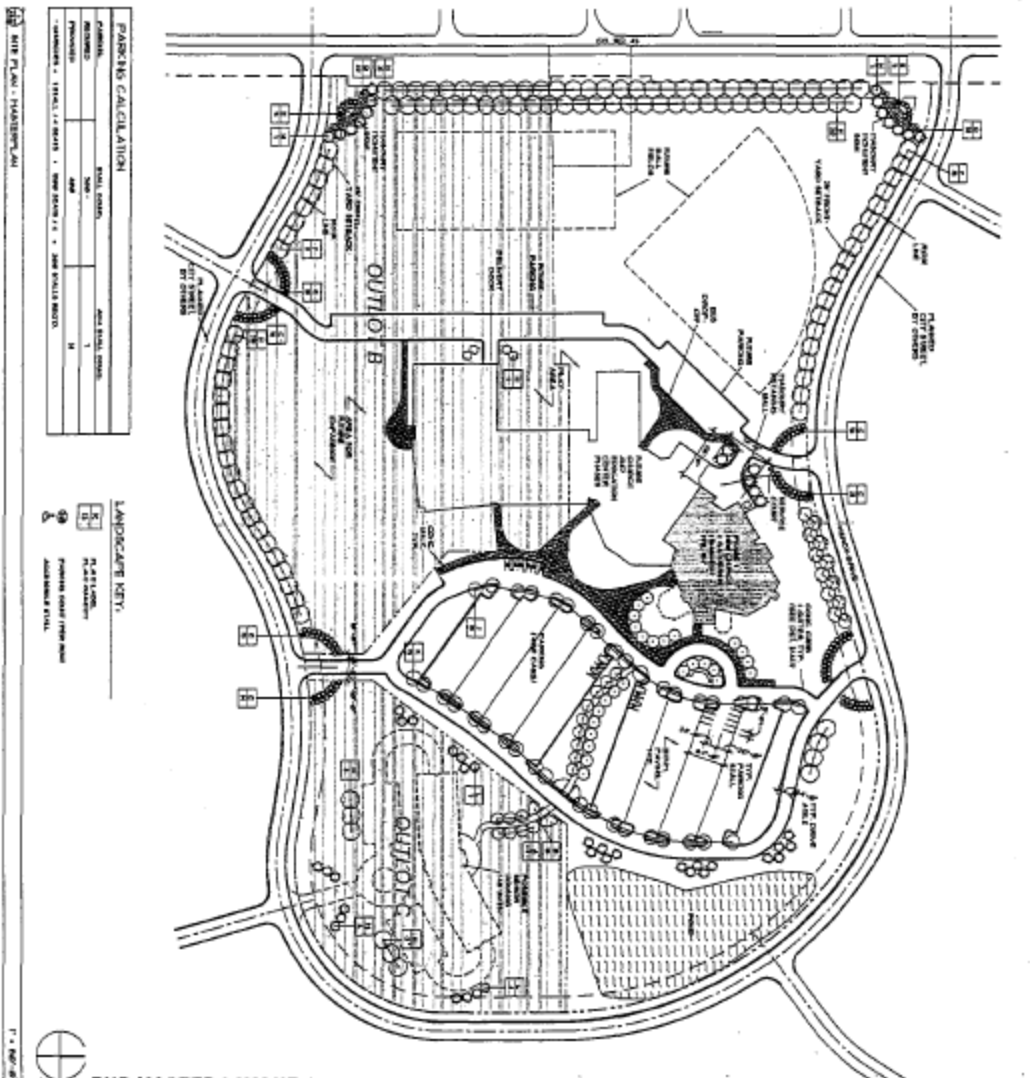
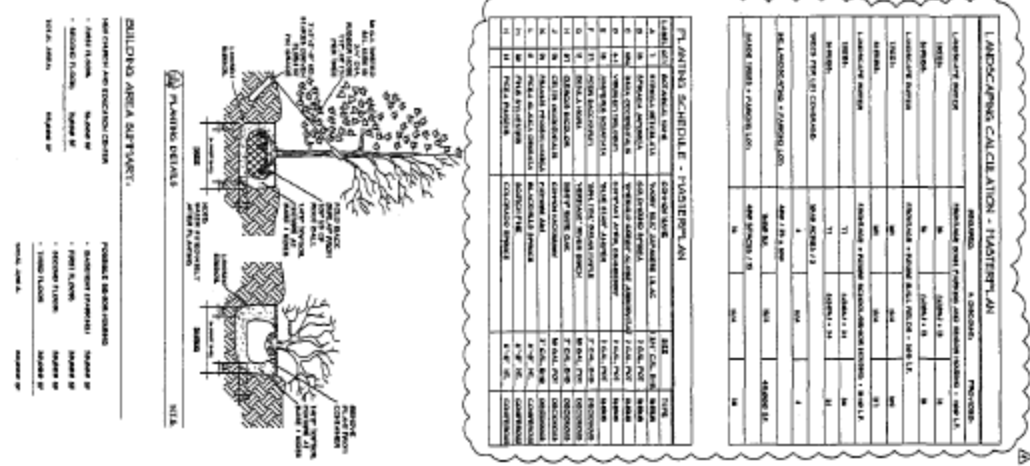


EXHIBIT C-1 ORDINANCE 2007-19



A1.0 New Worship & Education Center DIVINE MERCY CATHOLIC CHURCH Fairbault, Minnesota	MCL MINNESOTA COUNCIL OF LUTHERANS 10000 Hennepin Avenue, Suite 100, Minneapolis, MN 55424	CIVIL ENGINEERING ELECTRICAL ENGINEERING MECHANICAL ENGINEERING	LANDSCAPE ARCHITECTURE PLANNING DESIGN CONSTRUCTION	DATE: 10/1/10 BY: J. M. MCL CHECKED: J. M. MCL APPROVED: J. M. MCL
		PROJECT NO.: 10000 SHEET NO.: 10000	PROJECT NO.: 10000 SHEET NO.: 10000	PROJECT NO.: 10000 SHEET NO.: 10000

EXHIBIT C-2A
ORDINANCE 2007-19

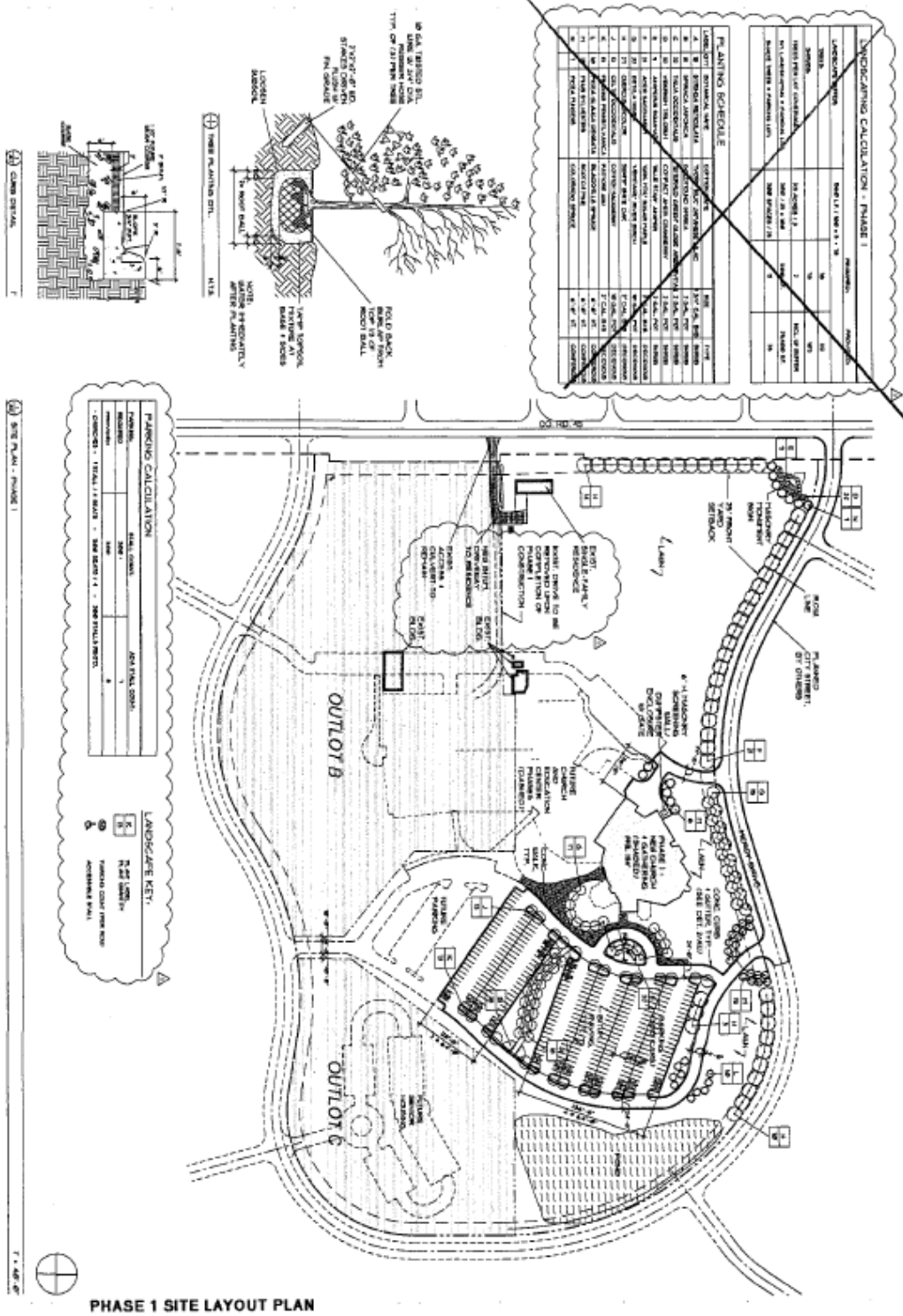
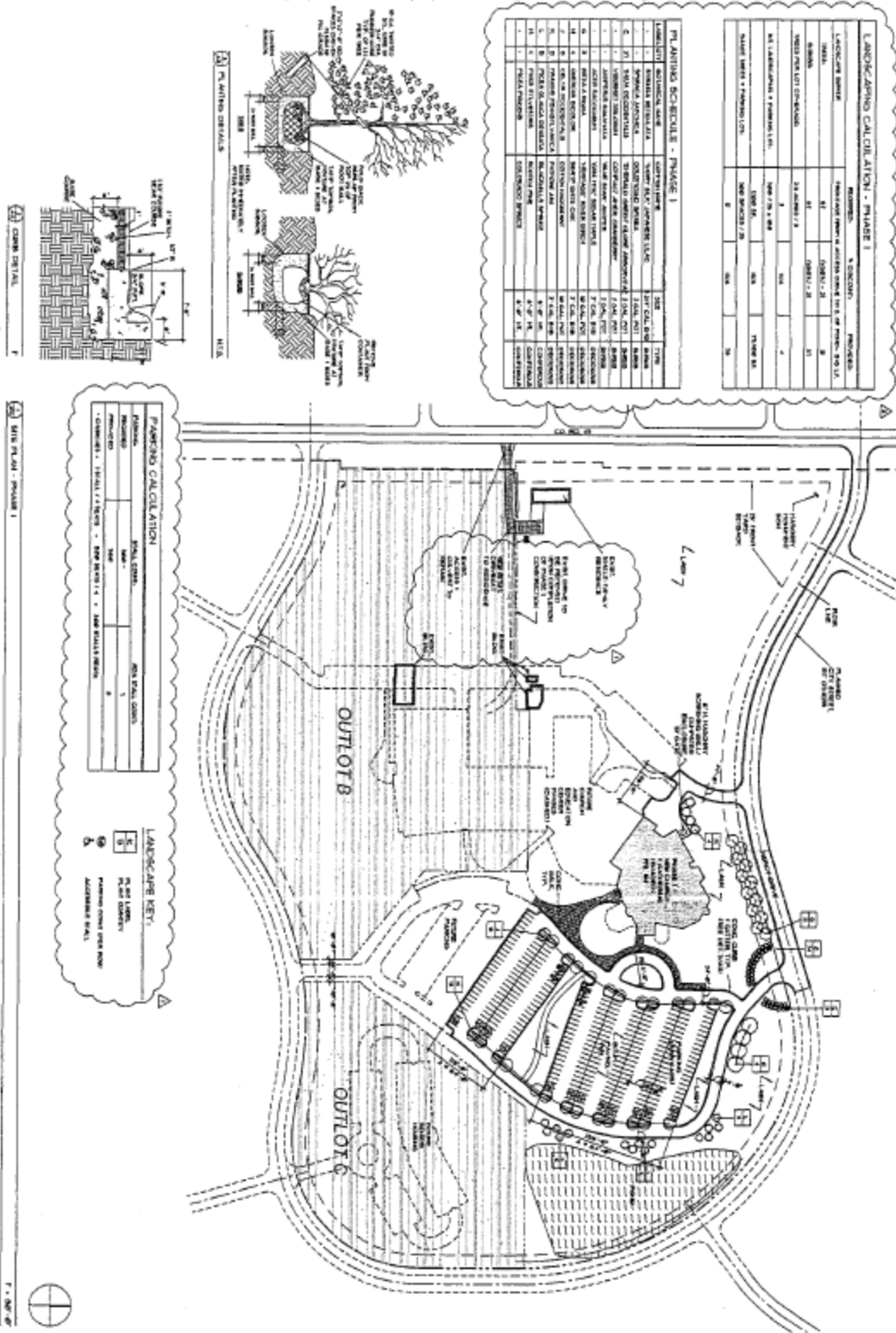


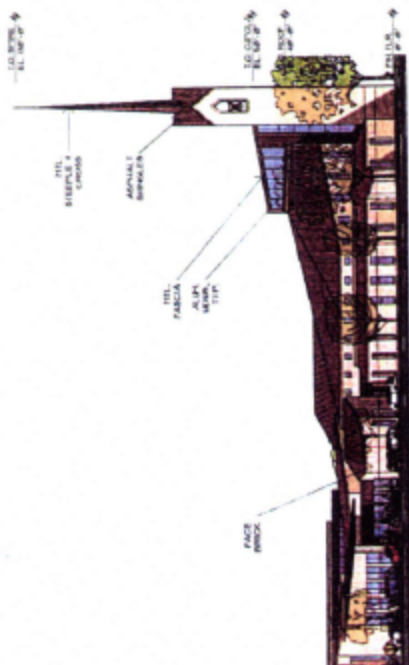
EXHIBIT C-2B
ORDINANCE 2007-19



PHASE 1 LANDSCAPE PLAN

M.I.	New Worship & Education Center DIVINE MERCY CATHOLIC CHURCH Faribault, Minnesota	 MCL MANHATTAN CATHOLIC ENGINE ARCHITECTS, INC. 1001 W. 10th Street, Suite 200 Minneapolis, MN 55408	CIVIL CONSULTANTS ELECTRICAL CONSULTANTS MECHANICAL CONSULTANTS PLUMBING CONSULTANTS ROOFING CONSULTANTS STRUCTURAL CONSULTANTS SURVEYING CONSULTANTS TRAFFIC CONSULTANTS WATER SUPPLY CONSULTANTS WASTE DISPOSAL CONSULTANTS WIND ENGINEERING CONSULTANTS WOOD PRESERVATION CONSULTANTS YARD LAYOUT CONSULTANTS ZONING CONSULTANTS	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 _____ Day _____	STATE OF MN, DISTRICT OF _____ COUNTY OF _____ I HEREBY CERTIFY THAT THE ENGINEER HAS THE NECESSARY QUALIFICATIONS TO PREPARE THIS PLAN	RECEIVED  JUNE 1, 1997 DIVISION OF PROFESSIONAL ENGINEERING
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43.1 1988-89 NEW W. B. BISHOP & EDUCATION CENTER DIVINE MERCY CATHOLIC CHURCH FARGO, MINNESOTA	1988-89 1987-88 1986-87 1985-86 1984-85 1983-84 1982-83 1981-82 1980-81 1979-80 1978-79 1977-78 1976-77 1975-76 1974-75 1973-74 1972-73 1971-72 1970-71 1969-70 1968-69 1967-68 1966-67 1965-66 1964-65 1963-64 1962-63 1961-62 1960-61 1959-60 1958-59 1957-58 1956-57 1955-56 1954-55 1953-54 1952-53 1951-52 1950-51 1949-50 1948-49 1947-48 1946-47 1945-46 1944-45 1943-44 1942-43 1941-42 1940-41 1939-40 1938-39 1937-38 1936-37 1935-36 1934-35 1933-34 1932-33 1931-32 1930-31 1929-30 1928-29 1927-28 1926-27 1925-26 1924-25 1923-24 1922-23 1921-22 1920-21 1919-20 1918-19 1917-18 1916-17 1915-16 1914-15 1913-14 1912-13 1911-12 1910-11 1909-10 1908-09 1907-08 1906-07 1905-06 1904-05 1903-04 1902-03 1901-02 1900-01 1899-00 1898-99 1897-98 1896-97 1895-96 1894-95 1893-94 1892-93 1891-92 1890-91 1889-90 1888-89 1887-88 1886-87 1885-86 1884-85 1883-84 1882-83 1881-82 1880-81 1879-80 1878-79 1877-78 1876-77 1875-76 1874-75 1873-74 1872-73 1871-72 1870-71 1869-70 1868-69 1867-68 1866-67 1865-66 1864-65 1863-64 1862-63 1861-62 1860-61 1859-60 1858-59 1857-58 1856-57 1855-56 1854-55 1853-54 1852-53 1851-52 1850-51 1849-50 1848-49 1847-48 1846-47 1845-46 1844-45 1843-44 1842-43 1841-42 1840-41 1839-40 1838-39 1837-38 1836-37 1835-36 1834-35 1833-34 1832-33 1831-32 1830-31 1829-30 1828-29 1827-28 1826-27 1825-26 1824-25 1823-24 1822-23 1821-22 1820-21 1819-20 1818-19 1817-18 1816-17 1815-16 1814-15 1813-14 1812-13 1811-12 1810-11 1809-10 1808-09 1807-08 1806-07 1805-06 1804-05 1803-04 1802-03 1801-02 1800-01 1799-00 1798-99 1797-98 1796-97 1795-96 1794-95 1793-94 1792-93 1791-92 1790-91 1789-90 1788-89 1787-88 1786-87 1785-86 1784-85 1783-84 1782-83 1781-82 1780-81 1779-80 1778-79 1777-78 1776-77 1775-76 1774-75 1773-74 1772-73 1771-72 1770-71 1769-70 1768-69 1767-68 1766-67 1765-66 1764-65 1763-64 1762-63 1761-62 1760-61 1759-60 1758-59 1757-58 1756-57 1755-56 1754-55 1753-54 1752-53 1751-52 1750-51 1749-50 1748-49 1747-48 1746-47 1745-46 1744-45 1743-44 1742-43 1741-42 1740-41 1739-40 1738-39 1737-38 1736-37 1735-36 1734-35 1733-34 1732-33 1731-32 1730-31 1729-30 1728-29 1727-28 1726-27 1725-26 1724-25 1723-24 1722-23 1721-22 1720-21 1719-20 1718-19 1717-18 1716-17 1715-16 1714-15 1713-14 1712-13 1711-12 1710-11 1709-10 1708-09 1707-08 1706-07 1705-06 1704-05 1703-04 1702-03 1701-02 1700-01 1699-00 1698-99 1697-98 1696-97 1695-96 1694-95 1693-94 1692-93 1691-92 1690-91 1689-90 1688-89 1687-88 1686-87 1685-86 1684-85 1683-84 1682-83 1681-82 1680-81 1679-80 1678-79 1677-78 1676-77 1675-76 1674-75 1673-74 1672-73 1671-72 1670-71 1669-70 1668-69 1667-68 1666-67 1665-66 1664-65 1663-64 1662-63 1661-62 1660-61 1659-60 1658-59 1657-58 1656-57 1655-56 165
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Subtotal

SANITARY SEWER, STORM DRAINAGE, WATERMAIN,
BASE, GRADING, SURFACING, AND DETENTION PONDS

1	TITLE SHEET
2	OVERALL GRADING PLAN
3	OVERALL UTILITY PLAN

EXHIBIT C-4
ORDINANCE 2007-19



ISSUED: 7-10-07

TITLE SHEET

SHEET 1 OF 3 SHEETS

NAME: <u>Sam A. Jones</u> DATE: <u>10/10/19</u> TIME: <u>10:10</u> SCORE: <u>53.15</u>	PERFORMING 0 1500 10000 SCALES:
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I&S Engineers & Architects, Inc.
New York - 212-310-1500
Offices in Manhattan and Fairfield, Minnesota
Manhattan: 917-387-4441
Fairfield: 563-331-1500
Web: www.i-s-a.com

[illegible]

Eng. Proj. No.	07-10687	SAP Proj. No.	
City Proj. No.		Federal Proj. No.	
County Proj. No.		CAD File Name	403
CSAP Proj. No.			

AS BUILT DATA		PUBLIC UTILITY COMPANIES	
PROJECT NO. 1000000000 CONTRACT NO. 1000000000 DRAWING NO. 1000000000 SHEET NO. 1000000000 DATE 10/10/00		CHECK THREE COMPANIES THAT ARE INVOLVED IN THIS PROJECT	
TOWN OF COUNTY OF STATE OF		- TOWN OF - TELL - JAS - ALLIANCE -	
SCALE 1" = 10'		OTHER	
PROFILE: HORIZONTAL PROFILE: VERTICAL NEXT MAP		WELLS 10 20 30	

SPECIFICATIONS REFERENCE

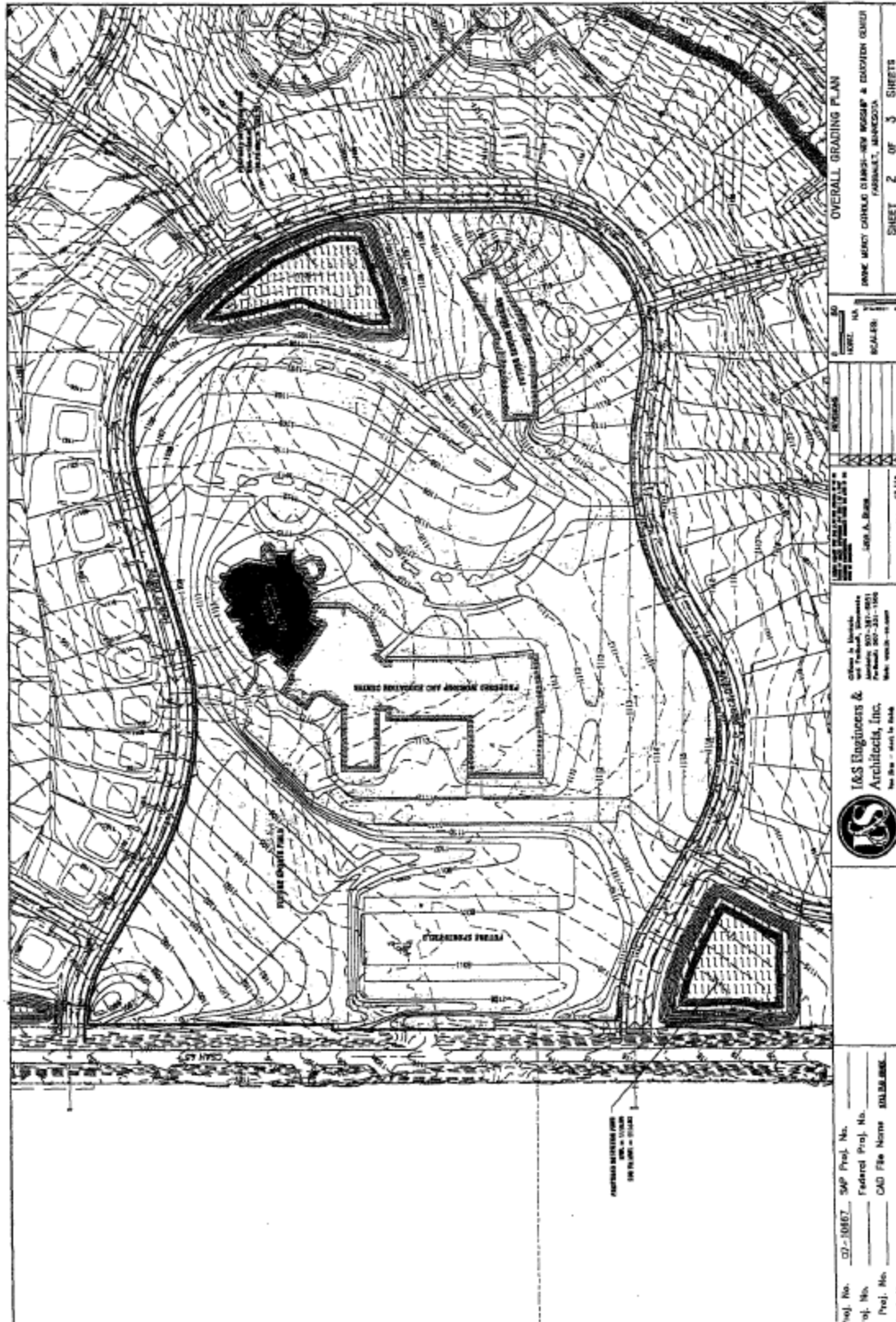
THE 2000 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE ESTIMATED SPECIFICATIONS FOR THE SAFETY, SEWER, STORM, DRAIN, WATERMAIN, AND INSTALLATIONS AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 1990 EDITION SHALL GOVERN.

THE CONTRACTOR SHALL VERIFY ALL EXISTING UNDERGROUND UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL IN-PLACE UTILITIES MAY NOT BE SHOWN ON THIS PLAN.

CONTRACTOR SHALL CALL 1-800-222-1166

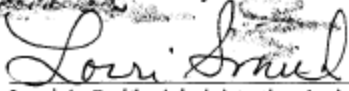
1. No. 01-10057 SAP Prof. No. _____
 E. No. _____ Federal Prof. No. _____
 Proj. No. _____ CAD File Name **ADD BELL FILE**

EXHIBIT C-6
ORDINANCE 2007-19



CERTIFICATION

I, Lorri Smith, Administrative Assistant for City of Faribault, do hereby certify that the foregoing Ordinance is a true and exact copy of Ordinance 2007-19 as adopted by the Faribault City Council at a duly authorized meeting on August 28, 2007.



Lorri A. Smith, Administrative Assistant

Aug 30, 2007

Date

593826



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: May 10, 2022
SUBJECT: Resolution 2022-104 Accept Bids for 2022 MSA Street Reconstruction Improvements - Contract 2022-04

Background:

On Wednesday, May 4, 2022, bids were received for the proposed 2022 MSA Street Reconstruction Improvements - Contract 2022-04 project including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements on the following streets:

10th Street SW	(Prairie Avenue to 9th Avenue SW)
Prairie Avenue	(Springwood Lane to Trailwood Lane)

The bids are tabulated as follows:

RAW Construction, LLC, Faribault, MN	\$ 1,034,779.25
BCM Construction, Inc, Faribault, MN	\$ 1,152,209.33
Heselton Construction, Faribault, MN	\$ 1,280,229.36
<i>Engineer's Estimate</i>	<i>\$ 1,079,742.50</i>

Based on the low bidder's prices, the estimated funding for the project is as follows (includes contingencies and engineering fees):

Municipal State Aid Funds (MSAS)	\$ 915,525.00	73.3%
Water Utility Fund (601)	\$ 180,325.00	14.4%
Sewer Utility Fund (602)	\$ 103,650.00	8.3%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 50,000.00</u>	<u>4.0%</u>
Total	\$ 1,249,500.00	100.0%

It is recommended to award to the low bidder, RAW Construction, LLC. Construction on the project is scheduled to begin in June and be substantially completed by the end of August, 2022.

Recommendation:

Approve Resolution 2022-104 Accept Bids for 2022 MSA Street Reconstruction Improvements - City Contract 2022-04

Attachments:

1. Resolution 2022-104 Accept Bids for 2022 MSA Street Reconstruction Improvements - Contract 2022-04
2. Project Location 2022-04

CITY OF FARIBAULT

RESOLUTION #2022-104

ACCEPT BIDS FOR 2022 MSA STREET RECONSTRUCTION IMPROVEMENTS - CONTRACT 2022-04

WHEREAS, pursuant to the advertisement for bids for the 2022 MSA Street Reconstruction Improvements - Contract 2022-04 bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

RAW Construction, LLC, Faribault, MN	\$1,034,779.25
BCM Construction, Inc, Faribault, MN	\$1,152,209.33
Heselton Construction, Faribault, MN	\$1,280,229.36

and;

WHEREAS, it appears that RAW Construction, LLC, of Faribault, 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 RAW Construction, LLC, in the name of the City of Faribault for 2022 MSA Street Reconstruction Improvements - Contract 2022-04 in the amount of \$1,034,779.25 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: May 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

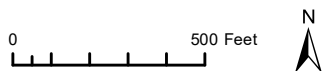
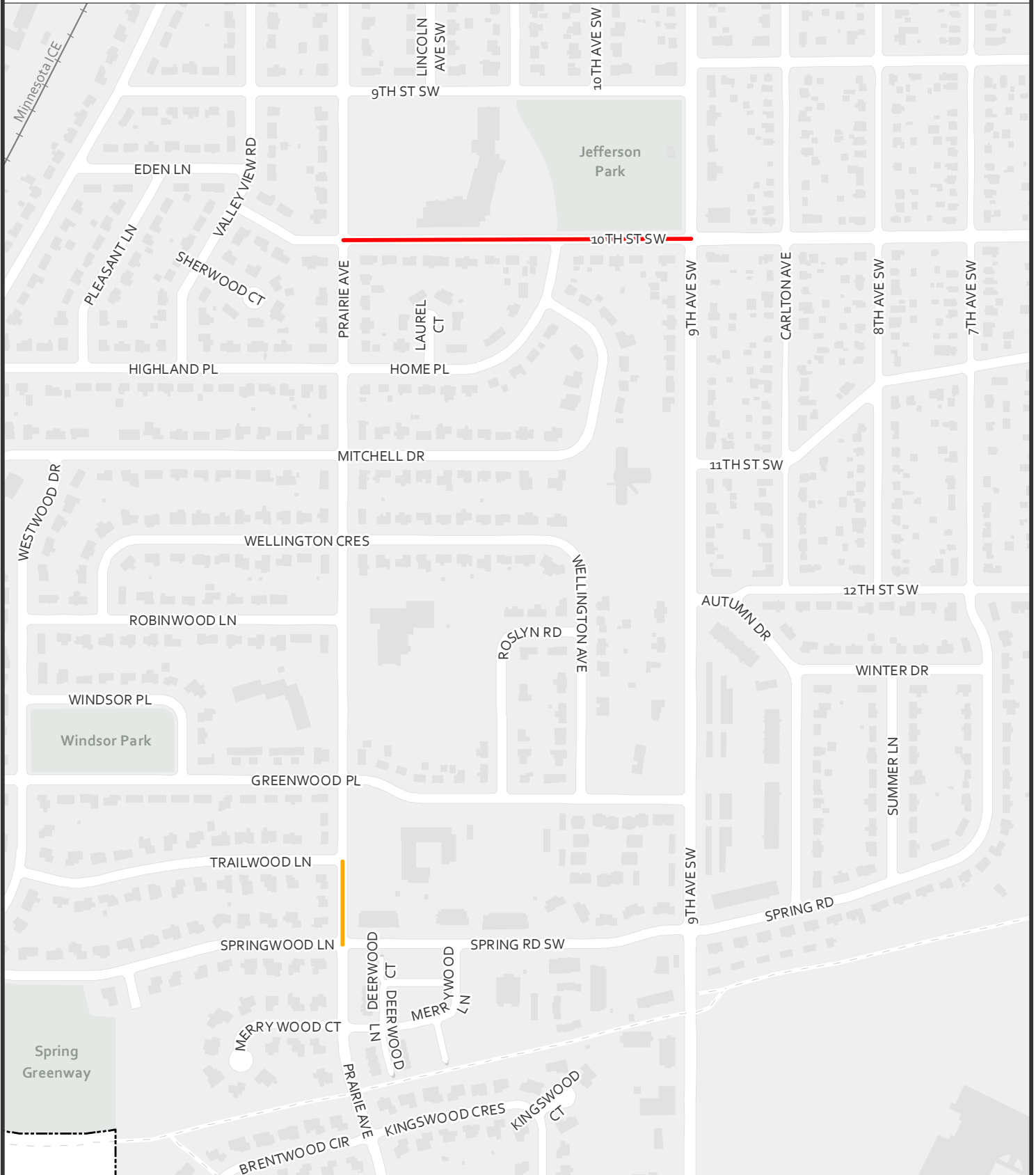
ATTEST:

Timothy C. Murray, City Administrator

Project Location

City Contract 2022-04

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.



 Street Reconstruction  Storm Sewer