CITY COUNCIL AGENDA

COUNCIL CHAMBERS	TUESDAY, AUGUST 24, 2021	6:00 PM

1. Call to Order/Roll Call
2. Presentations/Introductions – None
3. Approve minutes of August 5, 2021 Special City Council Meeting - Closed Session and August 10, 2021 Regular City Council Meeting
   A. City Council Meeting Minutes
4. Consent Agenda
   A. Resolution 2021-165 Approve Massage Therapist Licenses
   B. Approve Fireworks Permit for Divine Mercy Catholic Church
   C. Approve 1-4 Day Temporary Liquor License for Faribault Chamber Trust
   D. Resolution 2021-166 Accept Donation from Friends of Buckham Memorial Library
   E. Approve 2021 CIP Purchase – Ground Storage Reservoir Mixer
   F. Resolution 2021-173 Approve Limited Use Permit #6606-0028 with the Minnesota Department of Transportation for Trunk Highway 60 Beautification
   G. Resolution 2021-174 Declare Costs to be Assessed and Establish Special Assessment Hearing for 2020 MSA Street Reconstruction and Buckham Center Parking Lot Improvements - Contract 2020-04
   H. Resolution 2021-175 Amending the Community Management Plan as it Relates to Public Improvement Standards and Assessment Policies
   I. Resolution 2021-170 Accept Donations to Parks and Recreation Department
   J. Approve Professional Engineering and Related Services Proposal for Northern Links Trail Connection
   K. Approve Professional Engineering and Related Services Proposal for TH 3 Trunk Sanitary Sewer Replacement
   L. Resolution 2021-176 Authorization to Apply for the Compeer Financial Emergency Response Equipment Grant
   M. Resolution 2021-177 Approve Acquisition of 55 Willow Street (PID 18.31.4.26.001) and Authorize the Execution of the Purchase Agreement
   N. Resolution 2021-178 Approve Appointment to the Economic Development Authority
   O. Resolution 2021-179 Approve Hiring Community Services Officer
   P. Resolution 2021-180 Approve Hiring Recreation Coordinator
   Q. Resolution 2021-181 Approve Hiring Accounting Technician
   R. List of Claims for Release
   S. Approve Encroachment Agreement at 427 Division Street East
   T. Approve 1-4 Day Temporary Liquor License for the Rice County Fair

5. Requests to be Heard

6. Public Hearings – None

7. Items for Discussion

   A. Resolution 2021-171 Approve a Corner Side Yard Variance for a Roof Canopy at 5 Greenhaven Bay

   B. Resolution 2021-167 Approve Preliminary Plat and Final Plat of MET CON BUSINESS PARK FOURTH ADDITION

   C. Resolution 2021-168 Approve MET CON BUSINESS PARK FOURTH ADDITION Developer's Platting Agreement

   D. Resolution 2021-169 Approve Early Construction Agreement for MET CON BUSINESS PARK FOURTH ADDITION

   E. Ordinance No. 2021-4 Approve Vacation of Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION - Second Reading

      1. Approve Summary Publication - Ordinance 2021-4

   F. Ordinance No. 2021-5 Amend Section 4-27 of the City Code of Ordinances Regarding Hours of Operation for On-Sale Intoxicating Liquor Sales - Second Reading

      1. Approve Summary Publication - Ordinance 2021-5

   G. Ordinance No. 2021-6 Annexing Land Owned by the City in Wells Township - First Reading

   H. Ordinance No. 2021-7 Annexing Land Owned by the City in Warsaw Township - First Reading

   I. Ordinance No. 2021-8 Annexing Land Owned by the City in Walcott Township - First Reading

   J. Resolution 2021-172 Order Improvements, Approve Plans and Specifications, and Establish Bid Date for Well House No.5 Replacement

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

   A. Monthly Financial Report

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.

SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM THURSDAY, AUGUST 5, 2021 6:00PM

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 5:58 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood. Also in attendance was City Administrator Tim Murray.

Motion by Wood, seconded by van Sluis to close the Special City Council meeting.

The meeting was closed at 6:00 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the property identified as Parcel ID 18.31.4.26.001 (hereinafter referred to as the "Property") and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Property and to review confidential appraisal information for the Property.

Motion by Caron, seconded by van Sluis to open the Special City Council meeting.

The meeting was opened at 6:35 pm.

Adjournment
Motion by Spooner, seconded by Wood to adjourn the meeting.

Meeting adjourned at 6:35 pm.

Respectfully Submitted,

_____
Timothy C. Murray
City Administrator

CITY COUNCIL MINUTES

COUNCIL CHAMBERS	TUESDAY, AUGUST 10, 2021	6:30 PM
or Immediately Following the Special Work Session		

Call to Order/Roll Call/Pledge of Allegiance
The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 8:03 pm. Councilors Sara Caron, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance, and Councilor Royal Ross was absent. Also in attendance was City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Police Chief Andy Bohlen, Parks and Recreation Director Paul Peanasky, Public Works Director Travis Block, City Engineer Mark DuChene, Community and Economic Development Director Deanna Kuennen, Community Development Coordinator Kim Clausen and Finance Director Jeanne Day.

Presentations/Introductions – None

Approve minutes of July 27, 2021 Regular City Council Meeting and July 27, 2021 Special City Council Meeting - Closed Session
Motion by van Sluis, seconded by Spooner to Approve minutes of July 27, 2021 Regular City Council Meeting and July 27, 2021 Special City Council Meeting - Closed Session and carried unanimously.

Consent Agenda

A. Accept Revised Police Policy 324 - Handcuffing and Restraints
B. Resolution 2021-161 Approve Additional Street Closures for Downtown Car Cruise Nights
C. Approve the 2021-2022 Youth Liaison Agreement with Faribault School District #656
D. Resolution 2021-162 Approving the Extension of Professional Services Agreement for Electrical Inspection Services with Brian L. Grey
E. Approve Hangar Rental Agreement
F. Resolution 2021-163 Accept Donations to Parks and Recreation Department
G. Approve Change Order No.1 for Flood Mitigation Project
H. Resolution 2021-164 Authorizing the Issuance of a Tax-Exempt Revenue Obligation for the Benefit of Shattuck-St. Mary's School; Authorizing the Execution of the Tax-Exempt Revenue Obligation and Related Documents; and Taking Other Actions Related Thereto
I. Approve Letter of Support for Section 18 Blend Repositioning of the Faribault Public Housing
J. List of Claims for Release

Motion by Spooner, seconded by Wood to approve Consent Agenda items 4A-4J and carried unanimously.

Requests to be Heard
Richard Dietrich spoke to the Council regarding 805 Central Ave. Mr. Dietrich explained the history and the meaning of the property to his family. He informed the Council that the action on the property will be taken on August 16, 2021. Dietrich asked that the Council save history and return the property to its original owners.

Public Hearings – None

Items for Discussion

DRAFT

Ordinance 2021-4 Approve Vacation of Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION - First Reading

Community and Economic Development Director Deanna Kuennen explained that Dan Behrens on behalf of McDonough Farms, LLC, requested approval to vacate an existing drainage and utility easement associated with MET CON BUSINESS PARK THIRD ADDITION. The vacation request relates to a proposed replat of the property into the MET CON BUSINESS PARK FOURTH ADDITION, which will allow a planned expansion of the existing Trystar development at 15765 Acorn Trail. The requested easement vacation requires a first and second reading of a vacation ordinance. City Staff recommended that the City Council approve the first reading of the vacation ordinance.

Motion by Spooner, seconded by Wood to approve Ordinance 2021-4 Approve Vacation of Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION - First Reading

Roll Call Vote:
Aye: Caron, van Sluis, Spooner, Viscomi, Wood, Mayor Voracek
Nay:
Motion Carried 6:0

Ordinance 2021-5 Amend Section 4-27 of the City Code of Ordinances Regarding Hours of Operation for On-Sale Intoxicating Liquor Sales - First Reading

Police Chief Andy Bohlen explained that due to ongoing public safety concerns, the Police Department would like all establishments to stop liquor sales and have establishments close at 1:00 A.M. rather than 2:00 A.M., which is currently authorized in the City Code. Under City Code 4-27, liquor establishments can apply for a permit to remain open and serve alcohol until 2:00 A.M. The only current establishments that are authorized and permitted to serve alcohol until 2:00 A.M. are Boxers, Our Place on Third, and The Signature. In recent months, the Faribault Police Department has responded to dozens of various complaints and problems occurring after 2:00 A.M. Bohlen informed the Council of a call that took place on July at 3:16 A.M. involved a large disorderly crowd spilling out onto the street from a bar and included violent physical altercations. Faribault Police Department required assistance from Rice County Sheriff's Office and the MN State Patrol to control the extremely intoxicated and unruly patrons. Faribault officers have also been held for overtime on several dates to manage potential problems after bar closures.

Establishment owners/managers also indicated that problems compound as patrons come from other jurisdictions where liquor establishments close at 1:00 A.M. Additional information has been relayed to the Police Department that when one bar has problems and is forced to close, the unruly patrons will simply go to another downtown establishment. Once there, that establishment is also forced to close for fear of criminal activity and further assaultive and disorderly behavior. The Department has had conversations with the three local bar owners/managers who are permitted to remain open until 2:00 A.M. All have agreed to close at 1:00 A.M. These same owners/managers have also elected to proactively close earlier prior to Council amendments to City Code 4-27 for Ord 2021-5 first and second readings.

Councilor Caron asked if the closing of the bars at 1:00 AM would be short-term or long-term, Bohlen stated that it would be long-term. Mayor Voracek did not think that closing early would change the attitude of the people in the bar and stated that the City should leave it up to the bars to manage the issues, and to possibly address the issues via restructuring the liquor licensing penalties. Councilors Wood, van Sluis, Spooner and Viscomi were all in support of changing the time to 1:00 AM.

Motion by Wood, seconded by Viscomi to Ordinance 2021-5 Amend Section 4-27 of the City Code of Ordinances Regarding Hours of Operation for On-Sale Intoxicating Liquor Sales - First Reading

Roll Call Vote:

DRAFT

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

Motion carried 4:2

Approve Purchase of Property at 55 Willow Street
Community and Economic Development Director Deanna Kuennen explained that the adopted Downtown Master Plan identifies the area south of the Viaduct Bridge as a redevelopment site. Previously the City acquired the former Lockerby property, and is currently seeking redevelopment proposals to implement the Downtown Master Plan. The redevelopment of this site will also serve as a catalyst for additional investments in and around the downtown area. The City Council discussed the acquisition of this property and determined an appropriate price to offer to purchase the property as part of two closed session meetings, held on July 27 and August 5, 2021. Kuennen stated that the next step is to formalize the offer to purchase 55 Willow Street for $550,000, and authorize Staff to prepare a Purchase Agreement for the acquisition. The Purchase Agreement will establish the details of the acquisition, and once acceptable to the seller - will be brought back to City Council for approval and execution.

Councilor van Sluis asked if this has been discussed with the property owner, Kuennen explained that it has.

Motion by Viscomi, seconded by Spooner to Approve Purchase of Property at 55 Willow Street and carried unanimously.

Bids – None

Boards and Commissions Reports, Announcements and Project Updates
City Administrator Tim Murray reminded the Council that next Tuesday is the Council retreat at 1:00 PM; the retreat will be held at The Inn at Shattuck-St. Mary's.
Councilor Spooner informed the Council that the River Bend Ramble is coming up and Mayor Voracek stated that the Blue Collar Festival is this weekend.

Adjournment
Motion by van Sluis, seconded by Viscomi to adjourn and carried unanimously.

The meeting adjourned at 8:49 pm.

Respectfully Submitted,

_____
Heather Slechta
Assistant to the City Administrator

DRAFT

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-165 Approve Massage Therapist Licenses

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Background:

The City Administrator's Office has received two applications for Massage Therapist licenses. Jamie Johnson and Carrie Fahlin submitted all of the necessary forms and payment for the licenses. A background investigation is in process with the Faribault Police Department.

Recommendation:

Approve Resolution 2021-165

Attachments:

1. Resolution 2021-165 Approve Massage Therapist Licenses

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-165

APPROVE MASSAGE THERAPIST LICENSES

WHEREAS, Jamie Johnson and Carrie Fahlin have presented applications to the City of Faribault for a Massage Therapist License; and

WHEREAS, the above named have paid the proper fees and provided the required documentation; and

WHEREAS, pending a background investigation by the Faribault Police Department; and

WHEREAS, pending proof of successful completion of graduation from a recognized school;

NOW, THEREFORE BE IT RESOLVED, that the above-named applicants be granted Massage Therapist licenses with the City of Faribault for the term of August 25, 2021 to January 31, 2022.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	August 24, 2021
SUBJECT:	Approve Fireworks Permit for Divine Mercy Catholic Church

Background:

The Administration Department received an Application for Display of Fireworks from Bernt Halvorson on behalf of Divine Mercy Catholic Church for their event on September 18, 2021. The fireworks show will be located east of Divine Mercy Church near Mercy Drive and will begin at 8:30 pm. Mr. Halvorson is a licensed operator in the state of Minnesota and has provided the required insurance and payment. The Fire Chief has approved the location of the fireworks.

Recommendation:

Approve Fireworks Permit for Divine Mercy Catholic Church

Attachments:

1. Fireworks Application

City Of Faribault

208 NW 1st Avenue
Faribault, MN 55021
507-334-2222
507-333-0399 (FAX)

APPLICATION FOR DISPLAY OF FIREWORKS / PYROTECHNIC SPECIAL EFFECTS

Applicant Instructions:

1. This application and required attachments must be completed and returned at least 15 business days prior to the date of display. Permit shall be valid only for dates approved/issued.
2. Permit Fee - $ 25 payable to the City of Faribault. Due when application is submitted.

Applicant Information

Today's Date: 6/15/2021

Name of Applicant (Sponsoring Organization): Divine Mercy Catholic Church

Address of Applicant (Sponsoring Organization): 42nd Ave SW Faribault MN 55021

Name of Authorized Agent of Applicant: Bernt Halvorson

Address of Authorized Agent of Applicant: 4443 Roberds Lake Trl. Faribault MN 55021

Telephone Number of Authorized Agent: 507-330-2302

Fireworks/Pyrotechnics Display Information

Date of Display: ~~9-19-2020~~ 9-18-2021 Start Time: 8:30 P.M. End Time: 9:00 P.M*Limited to 20 minutes

Location of Display: 42nd Ave SW Faribault MN 55021

Property Owner: Divine Mercy Catholic Church Phone #: 507-331-7253

Method for transporting fireworks to site: Delivered by fireworks company

Method for storing fireworks on site (permitted on day of show only): In show boxes

Description of shells including type, number and diameter: 1.4g fireworks #144 1.75" mortar shells, #10 Cakes

Types of mortars: Fiberglass

Types of ignition devices: E-Match

Methods for security: Site will be barricaded off

Portable fire extinguishers (# of extinguishers & locations): One located on site

Procedure for searching display area afterwards to recover all fired or misfired shells: Aria will be searched and cleared of all shells

Procedure for handling misfired shells: Misfired shells will be disposed of according to MN State fire marshal Recommendation

Minnesota State Statute (MS 624.20) requires that this display be conducted under the direct supervision of a pyrotechnic operator licensed by the State Fire Marshal's Office.

Printed Name of Supervising Operator: Bernt Halvorson

Operator's State of Minnesota Certification Number: 0826

I understand and agree to comply with all provisions of this application and the requirements of the issuing jurisdiction and the state of Minnesota and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Supervising Operator: Bernt Halvorson Date of Application: 6-15-21

Required Attachments

The following attachments must be included with this application:

- [x] 1. License fee: $ 25.00
- [x] 2. Completed and signed City application form.
- [ ] 3. Certificate(s) of Insurance for Liability and Workers' Compensation (if worker's compensation insurance is not required, complete page 4)
- [ ] 4. Completed and signed Tax Information form – pg 3 (to be completed by applicant – not pyrotechnic operator)
- [x] 5. A diagram of the grounds at which the display will be held. The diagram must:
  - Be drawn to scale or include dimensions.
  - Show the point at which the fireworks/pyrotechnic special effects are to be discharged and the fall out area.
  - Show location of ground pieces.
  - Show location of all buildings, highways, streets, property lines, and communication lines and other possible overhead obstructions.
  - Show lines behind which the audience will be restrained.

CITY OF FARIBAULT APPROVAL

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

Signature of Fire Chief: Dust Dilint Date: 8/4/21

Signature of Police Chief: _____ Date: _____

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	August 24, 2021
SUBJECT:	Approve 1-4 Day Temporary Liquor License for Faribault Chamber Trust

Background:

The Administration Department received an application for a 1-4 Day Temporary Liquor License from the Faribault Chamber Trust for an event that they are having on September 16, 2021 at the Faribo West Mall located at 200 Western Ave. The Faribault Police Department completed a background check on the applicant and has recommended approval of this license. Prior to the event, the Faribault Chamber Trust will provide the City with a Certificate of Insurance that will be reviewed by the City Attorney.

Recommendation:

Approve the 1-4 Day Temporary Liquor License for the Faribault Chamber Trust pending review of COI.

Attachments:

1. Temp License Application

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organized	Tax exempt number
Faribault Chamber trust		

Address	City	State	Zip Code
530 Wilson Avenue	Faribault	MN	55021

Name of person making application	Business phone	Home phone
Casandra Steeves	507 334 4361	[redacted]

Date(s) of event	Type of organization
9/11/2021	☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

Organization officer's name	City	State	Zip Code
Nort Johnson	Faribault	MN	55021
Organization officer's name	City	State	Zip Code
Kymn Anderson	Faribault	MN	55021
Organization officer's name	City	State	Zip Code
Suzanne Terry	Faribault	MN	55021
Organization officer's name	City	State	Zip Code

Location where permit will be used. If an outdoor area, describe.
Faribo West Mall
200 Western Avenue
Faribault MN 55021

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

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

APPROVAL

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

City or County approving the license

Date Approved

Fee Amount

Permit Date

Date Fee Paid

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Delane James, Library and Communications Director
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-166 Accept Donation from Friends of Buckham Memorial Library

Background:

Attached is Change Order #3 Concrete Coating for the 2020 Library Plaza Project in the amount of $24,100. Previous change orders for this project totalling $8,585 were funded by proceeds from the Estate of Sandra J. Thomas that are held in the SELCO Foundation for the benefit of Buckham Memorial Library. The original contract for the project cost $238,100 and was funded by the Friends of Buckham Memorial Library.

The Friends of Buckham Memorial Library wish to cover the cost of Change Order #3 Concrete Coating for the 2020 Library Plaza Project contract in the amount of $24,100.

Recommendation:

Staff recommends approving Change Order # 3 Concrete Coating for the 2020 Library Plaza Project. Staff also recommends accepting the donation of $24,100 from the Friends of Buckham Memorial Library to cover the cost of this change order.

Attachments:

1. Change Order # 3 Concrete Coating
2. Resolution 2021-166 Accept Donation from Friends of Buckham Memorial Library

Perkins&Will

Memo

Date: 7.21.2021
To: Delane James
From: Vanessa Eickhoff
Re: Buckham Library Plaza

Concrete Coating

The summary below breaks down the cost to coat the concrete for the new plaza work that was constructed in 2020 and the additional cost of re-coating the existing plaza and stairs (added scope). This cost includes material and labor.

New Plaza Work:

2,128 SF area (this area was provide by APX)
Credit from original bid: $8,900

Siplast Streetbond (material and labor):	$19,410
Credit for coating in original contract:	($8,900)
TOTAL	$10,510

Existing Plaza Work (added scope):

1,490 SF area (this area was provide by APX)

Siplast Streetbond (material and labor):	$13,590

TOTAL FOR BOTH AREAS: $24,100

80 South Eighth Street
Minneapolis, Minnesota 55402

www.perkinswill.com

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-166

ACCEPT DONATION FROM FRIENDS OF BUCKHAM MEMORIAL LIBRARY

WHEREAS, Buckham Memorial Library is responsible for providing library service and materials to the City and surrounding townships; and

WHEREAS, The Friends of Buckham Memorial Library developed plans to create an inviting, welcoming and inclusive library plaza in the area surrounding the old main entrance of the library, and

WHEREAS, the Friends of Buckham Memorial Library wish to donate funding in the amount of $24,100 for the cost of the concrete coating for the 2020 Library Plaza Project contract;

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Buckham Memorial Library to accept the donation of $24,100 from the Friends of Buckham Memorial Library.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	August 24, 2021
SUBJECT:	Approve 2021 CIP Purchase – Ground Storage Reservoir Mixer

Background:

The 2021 CIP and budget have approved $28,000.00 for the purchase of a ground storage reservoir mixer. The mixer will be installed in one of the 2 million gallon ground storage reservoirs to provide consistent disinfectant (chlorine) residual distribution and eliminate thermal stratification.

Staff has obtained a quote for a Gridbee GS-12 mixer and control box from local distributor KLM Engineering, Woodbury, MN for $15,500.00.

The quote includes submitting the required documentation to the Minnesota Department of Health (MDH), installing the GridBee GS-12 mixer and providing a SCADA control box. The City contract electrician will be used for the electrical portion of the installation. The City has previous experience with KLM Engineering dating back to 1999, including the installation of a mixer in the elevated tower.

Funding will be provided by the Water fund (601).

Recommendation:

Approve 2021 CIP Purchase – Ground Storage Reservoir Mixer from KLM Engineering

Attachments:

1. CIP Sheet
2. Quote

Capital Improvement Plan

2021 *thru* 2025

City of Faribault, Minnesota

Project #	WAT 21-05
Project Name	Ground Storage Reservoir Mixers

Type	Equipment	Department	Water
Useful Life	10 years	Contact	Public Works Director
Category	Equipment-Miscellaneous	Priority	1 High
Capital Asset #			
Unit #			

Description

Ground storage reservoir mixers

Justification

Mixers will provide improved chemical distribtion and mixing of water.

Expenditures	2021	2022	2023	2024	2025	Total
Equipment	28,000					28,000
Total	**28,000**					**28,000**

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund (601)	28,000					28,000
Total	**28,000**					**28,000**

Budget Impact/Other

The addition of the mixers will provide efficient chemical use.

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
Phone (651) 773-5111 | Fax (651) 773-5222

August 5, 2021

By Email Only

Mr. Michael Glende
Utilities Superintendent
City of Faribault
1200 Belview Trail
Faribault, MN 55021

RE: Proposal to Install a New GridBee GS-12 120v Mixer and Provide a SCADA Control Box for the 2,000,000-Gallon Natgun Ground Storage Reservior Located in the City of Faribault, Minnesota.

KLM Project No.: 1324-21

Dear Mr. Glende:

Thank you for the opportunity to submit this proposal for the installation of a new GridBee GS-12 120v electric mixer and providing a SCADA control box.

Scope of Work

- KLM will install a GridBee GS-12 120v electric mixer on the 2,000,000-gallon ground storage reservior.
- KLM will provide a SCADA control box for the electrician to install on the 2,000,000-gallon ground storage reservior.

With over 1,500 installations nationwide, a Medora GS Series mixer is a perfect fit for your reservoir. The GS Series mixer's proven durability and performance surpasses that of other mixing systems, as seen by its CFD modeling and customer recommendations. In addition, each mixer comes with a 5-year manufacturer's warranty and NSF certification.

KLM Engineering, Inc. will submit the documentation on behalf of the City as required by the Minnesota Department of Health for each of the mixer installation. At the close of the project, KLM will submit the registration documentation to Ixom. A copy of the registration and mixer installation approval will be sent to the City for their records.

Fees

2,000,000-Gallon Natgun Ground Storage Reservior

The cost for submitting the required documentation to the Minnesota Department of Health, installing a GridBee GS-12 mixer and providing a SCADA control box is: $15,500.00

Total: $15,500.00

The City of Faribault needs to exchange a minimum of 25% of the water in the reservior for the mixer to be effective. If the reservior exchange rate is less than 25%, additional mixers may be needed.

A licensed electrician will be required to complete the electrical installation.

Owner's Responsibilities

The Owner's personnel shall be responsible for:

- Providing access to each ground storage reservoir for the mixer installations
- Connecting the SCADA control box to the City's telemetry system
- The City is responsible for hiring the electrician to comple the electrical installation for both mixers on each reservoir.

Agreement

This agreement, between the City of Faribault, Minnesota and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____		City of Faribault, Minnesota
(Name)	(Title)	
_____		
(Date)		
_____	Dir of Business Development	KLM Engineering, Inc., Woodbury, Minnesota
(Name)	(Title)	
August 5, 2021		
(Date)		

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Michael Novitzki
Director of Business Development
Phone: 651-773-5111
Fax: 651-773-5222
Cell: 651-440-5058
Email: mnovitzki@klmengineering.com

Enclosed: Medora GS Series Case Studies, GS-12 Mixer Brochure, GS Series Mixer CFD Modeling, KLM's Terms and Conditions

U:\Proposals\Faribault, MN (1) 2.0MG GSR (1) GS 12 Mixer and (1) SCADA Control Box.doc

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-173 Approve Limited Use Permit #6606-0028 with the Minnesota Department of Transportation for Trunk Highway 60 Beautification

Background:

The Minnesota Department of Transportation is in the process of changing the format and updating the language and terms of all of their agreements including Limited Use Permits (LUP's) of which the City of Faribault has several with. LUP's are typically used to allow for things such as trails, landscaping, etc withing MNDOT rights-of-way. The attached resolution approves LUP #6606-0028 which is an update of the original LUP #6606009. There are no subbstantial differences between the existing LUP and the proposed LUP other than the propsoed LUP has an initial term of 10 years which can be renewed for additional 10 year terms as long as the City notifies MNDOT no later than 90 days prior to the expiration. Both the existing LUP and the proposed LUP allow MnDOT to terminate the LUP with 90 days written notice to the City.

Recommendation:

Approve Resolution 2021-173

Attachments:

1. Resolution 2021-173 Approve LUP 6606-0028
2. LUP 6606-0028 Draft
3. LUP 6606009 Signed

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-173

APPROVE LIMITED USE PERMIT #6606-0028 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR TRUNK HIGHWAY 60 BEAUTIFICATION

It IS RESOLVED, that the City of Faribault enter into Limited Use Permit #6606-0028 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Faribault upon, along and adjacent to Trunk Highway No. 60 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED, by the City of Faribault that the Mayor and City Administrator are authorized to execute the Limited Use Permit.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

CERTIFICATION

I certify that the above resolution is an accurate copy of the Resolution adopted by the City Council of the City of Faribault, Minnesota at an authorized meeting held on the 24th day of August 2021, as shown by the minutes of the meeting in my possession.

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

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

Notary Public _____

My Commission Expires _____

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 6606 (T.H. 60)
County of Rice
LUP # 6606-0028
Permittee: City of Faribault
Expiration Date: 10/01/2031

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Faribault, ("Permittee"), to use the area within the right of way of Trunk Highway No. 60 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Highway Beautification

The Permittee's use of the Area is limited to only the specific highway beautification project ("Facility") to improve the aesthetics of the highway corridor.

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: The permit, #6606-009, was issued on May 30th, 2003 on CS 6606 (TH 60). Upon issuance of this permit the earlier issued permit will be cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 10/01/2031 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

   Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to

the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

(a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
(b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

(a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
(b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct

the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.

5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

   Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

   This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

   Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby

incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.

9. ASSIGNMENT. No assignment of this LUP is allowed.

10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.

11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

City of Faribault
Mayor
Faribault City Hall
208 1st Ave NW
Faribault, MN 55021

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:

(a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;

(b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;

(c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;

(d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and

(e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

CITY OF FARIBAULT

By: _____

Its _____

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

And: _____

Its _____

Date _____

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

LUP #6606-0028
HWY Beautification along HWY 60
: Approx. Right of Way Limits
: Area in Right of Way
EXHIBIT "A"
Legend
George L St
Hulet Ave
Hylet Ave
5th St NW
60
Lincoln Ave NW
300 ft
N
Google Earth
© 2021 Google

EXHIBIT B

CITY OF FARIBAULT

RESOLUTION

IT IS RESOLVED that the City of Faribault enter into Limited Use Permit No. 6606-0028 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Faribault upon, along and adjacent to Trunk Highway No. 60 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the _____ of the City of Faribault,
(Title)
Minnesota that the Mayor and the City Council are authorized to execute the Limited Use Permit.

CERTIFICATION

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

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

Notary Public _____

My Commission Expires _____

NOTARY STAMP

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

_____
(Date)

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

_____
(Date)

C.S. 6606 (T.H. 60)
LUP # 6606-0028

6-26-2013 CH.
LUP # 6606009

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT FOR
HIGHWAY BEAUTIFICATION

C.S. 6606 (60=60) 902
County of Rice
City of Faribault

In accordance with Minnesota Statutes Section 161.434, a Limited Use Permit is hereby granted to the City of Faribault. This permit is for the purpose of landscape plantings included in the highway beautification project developed by the City of Faribault (hereinafter called project), within the right of way of Trunk Highway No. 60 as shown in pink on Exhibit "A" and shown in detail on Exhibit "B", which are attached hereto and incorporated herein by reference. This permit is executed by the Permittee pursuant to the attached resolution. In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. This permit is granted to the City of Faribault for the purpose of landscape planning to improve the aesthetics of T.H. 60. The use, construction and maintenance of the project shall be at no expense to the Minnesota Department of Transportation

2. Before construction of any kind, the plans for such construction shall be approved in writing by the Minnesota Department of Transportation, through the District Engineer.

3. No permanent structure(s) or advertising device(s) in any manner, form or size shall be constructed, placed or permitted to be constructed or placed upon the State of Minnesota right of way.

4. No commercial activity or activities shall be allowed to operate upon said State of Minnesota right of way.

5. Any and all maintenance of the project shall be provided by the Permittee; this includes, but is not limited to, the plowing and removal of snow, removal and replacement of plants and the installation and removal of regulatory signs.

6. This permit is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities, which may occupy said right of way.

7. The Permittee shall preserve and protect all utilities located on the lands covered by this permit at no expense to the Minnesota Department of Transportation and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

8. The Permittee shall construct the project at the location shown in the attached Exhibit "A" subject to verification by the Minnesota Department of Transportation District Engineer that the construction geometrics and procedures result in a project that is compatible with the safe and efficient operation of the highway facility.

9. Approval from Minnesota Department of Transportation District Engineer shall be required for any changes from the approved plan.

10. Upon completion of the construction of the project, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

11. This permit does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

12. Any use permitted by this permit shall remain subordinate to the right of the Minnesota Department of Transportation to use the property for highway and transportation purposes. This permit does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of l968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264.

13. This permit shall be subject to cancellation and termination by the Minnesota Department of Transportation, with or without cause, by giving the Permittee 90 days written notice of such intent. Upon said notice of cancellation the project shall be removed within 90 days by the Permittee. Upon cancellation of said permit, or any portion thereof, the Permittee will be required to return and restore the area to a condition satisfactory to the Minnesota Department of Transportation District Engineer. The removal of the project and the return and restoration of the area shall be at no cost to the Minnesota Department of Transportation and at the sole expense of the Permittee.

14. The Permittee, for itself, its successors, and assigns, agrees to abide by the provisions of Title VI Appendix C of the Civil Rights Act of 1964, which provides in part that no person in the United States, shall on the grounds of race, color, or national origin, be excluded from, or denied use of any project.

15. The State of Minnesota, through its Commissioner of Transportation, shall retain the right to limit and/or restrict the parking of vehicles and assemblage of project users on the highway right of way over which this permit is granted, so as to maintain the safety of both the motoring public and project users.

16. No assignment of this permit is allowed.

17. The Permittee shall hold harmless and indemnify the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from liability claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from the operation of the retaining wall, sidewalk and landscape plantings from the use of the portion of highway right of way over which this permit is granted.

18. The Permittee shall hold harmless and indemnify the State of Minnesota, its Commission of Transportation and employees from claims resulting from temporary or permanent changes in drainage patterns resulting in flood damage.

19. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

20. The Permittee (for itself, its contractors, subcontractors, its materialmen and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto; agrees to indemnify and hold harmless the State of Minnesota from all such liens and claims.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: Nilrae Succio
District Engineer

Date May 27, 2003

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: Allan E. Rust
Director, Office of Land Management

Date 5/30/03

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

CITY OF FARIBAULT

By _____

And _____

Date 5-14-03

CITY OF FARIBAULT
RESOLUTION 2003-065

Authorizing the Mayor and City Administrator to Enter Into a Limited Use Permit Agreement with the Minnesota Department of Transportation T.H.60-Lincoln Avenue

BE IT RESOLVED by the City of Faribault, Minnesota, that the City enter into a permit with the Commissioner of Transportation of the Stat of Minnesota providing for the limited use, under the terms and conditions set forth therein, of certain right of way of Trunk Highway 60 (T.H.60) within the City.

The limited use of the right of way will be for the purpose of constructing, maintaining planting of landscaping within the right of way of T.H.60 at the location designated and shown on the copy of the T.H.60 right of way map, attached as **Exhibit A.**

The Mayor and City Administrator are authorized to execute said permit on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FARIBAULT, MINNESOTA, THIS 13TH DAY OF MAY, 2003.

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

Adopted this 13th day of May, 2003.

Faribault City Council

Mayor

ATTEST:

City Administrator

CERTIFICATION

I, Lorri Smith, Administrative Assistant for City of Faribault, hereby certify that the foregoing Resolution is a true and exact copy of Resolution 2003-065 as adopted by City Council at a duly authorized meeting of on May 13, 2003.

Lorri A. Smith, Admin Assistant

May 14, 2003
Date

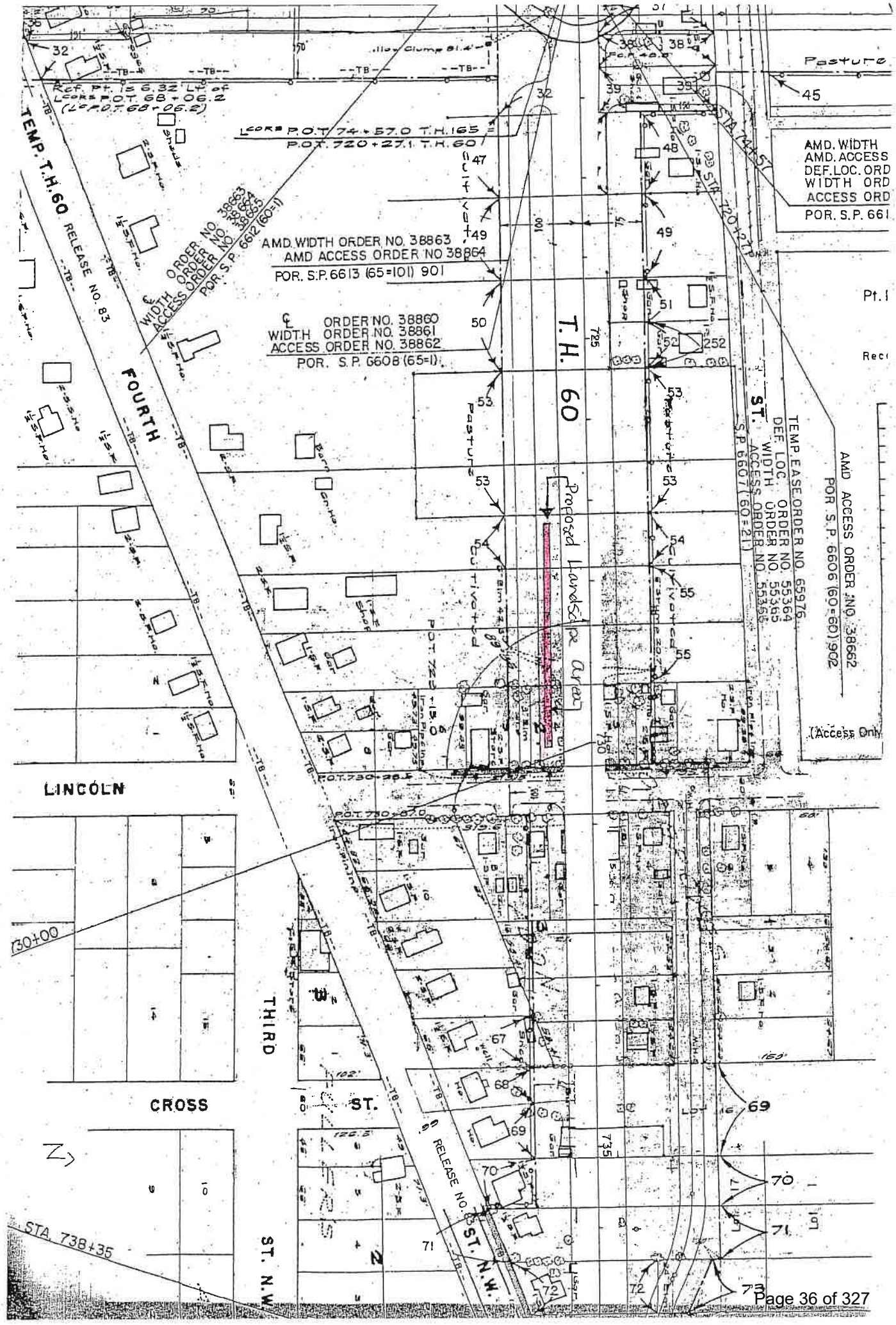
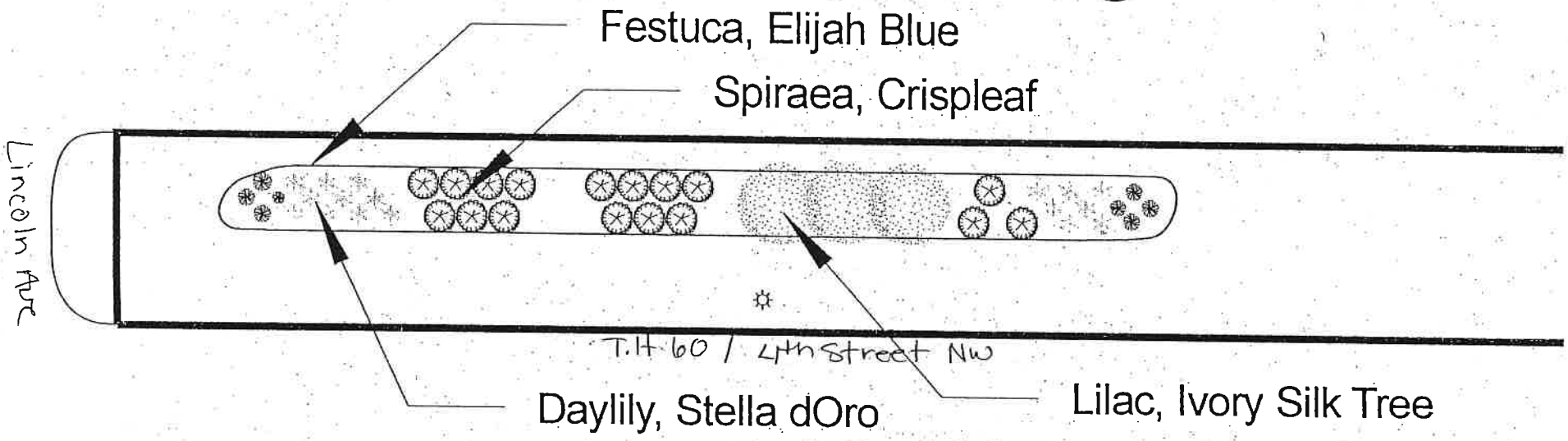


Exhibit A
Resolution 2003-065
City of Faribault

Frontage Road



Highway 60 / Lincoln Ave.

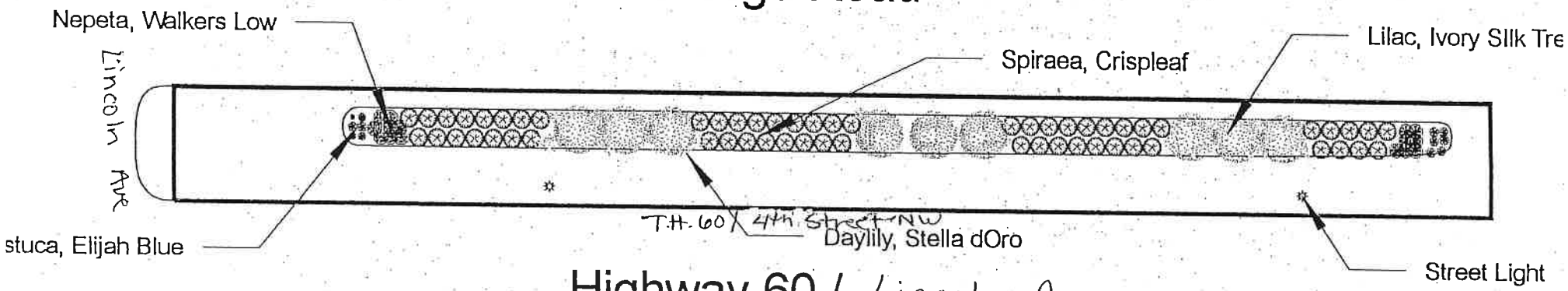
Phase 1

Landscape Plan

N

Chicken Coop Liquor Store Car Wash

Frontage Road

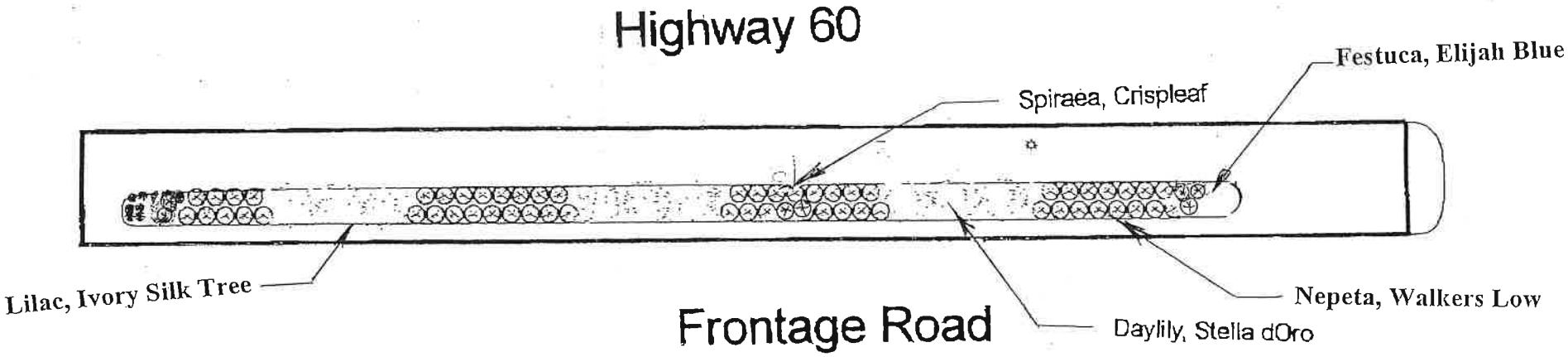


Highway 60 / Lincoln Ave.

Full Build-out
Landscape Plan

N

Revision #:	Scale:	Landscape Plan: 1	Landscape Design by: Greg Mews
Date: 4/24/2003	0' 1" = 48' 0"	BR&E Project	Farmer Seed & Nursery



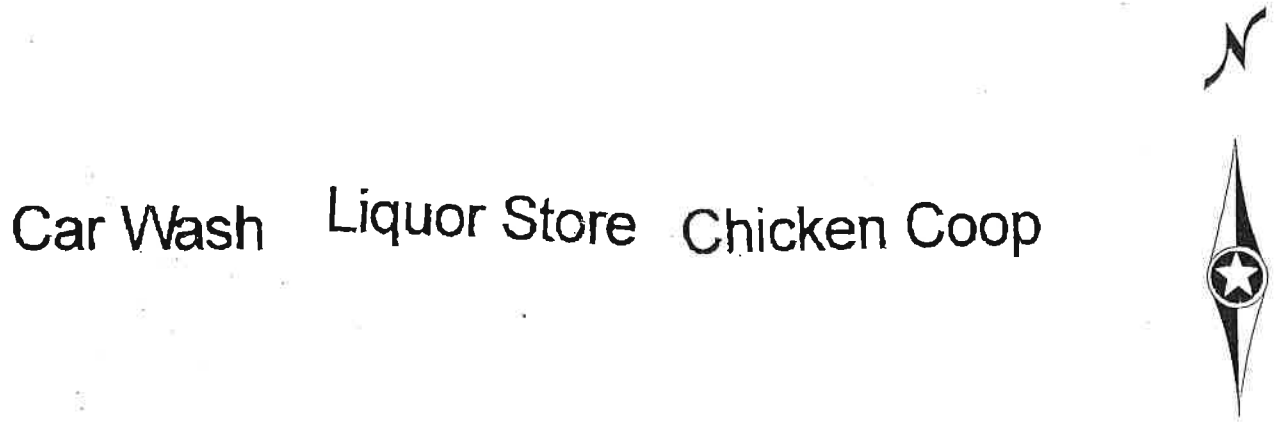


EXHIBIT "B"

Revision #: Date: 4/24/2003	Scale: 0' 1" = 48' 0"	Landscape Plan: 1 BR&E Project	Landscape Design by: Greg Mews Farmer Seed & Nursery

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-174 Declare Costs to be Assessed and Establish Special Assessment Hearing for 2020 MSA Street Reconstruction and Buckham Center Parking Lot Improvements - Contract 2020-04

Background:

The improvements constructed as part of the 2020 MSA Street Reconstruction and Buckham Center Parking Lot Improvements – Contract 2020-04, are substantially completed. Part of the financing for the project includes special assessments to the abutting/benefiting properties. The assessment rates for street reconstructions for 2020 projects are as follows, as adopted by Resolution 2018-227, subject to credits per City policy.

Street Reconstruction

Low Density Residential Property	$75.50/l.f.
High Density Residential Property	$83.00/l.f.
Commercial/Industrial/Institutional Property	$90.00/l.f.

The attached resolution declares the cost to be assessed and schedules the special assessment hearing on September 14, 2021. The project proposes to assess a total of 11 parcels in the amount of $89,460.22. A copy of the proposed final assessment roll is attached. Note the assessments levied against Faribault Division, LLC are to be paid by the City of Faribault per the Hillside Apartment development agreement.

Recommendation:

Approve Resolution 2021-174

Attachments:

1. 2020-04 Location Map
2. Resolution 2021-174
3. (2020-04) Special Assessment Rolls FINAL 2021-08-18

Project Location Map

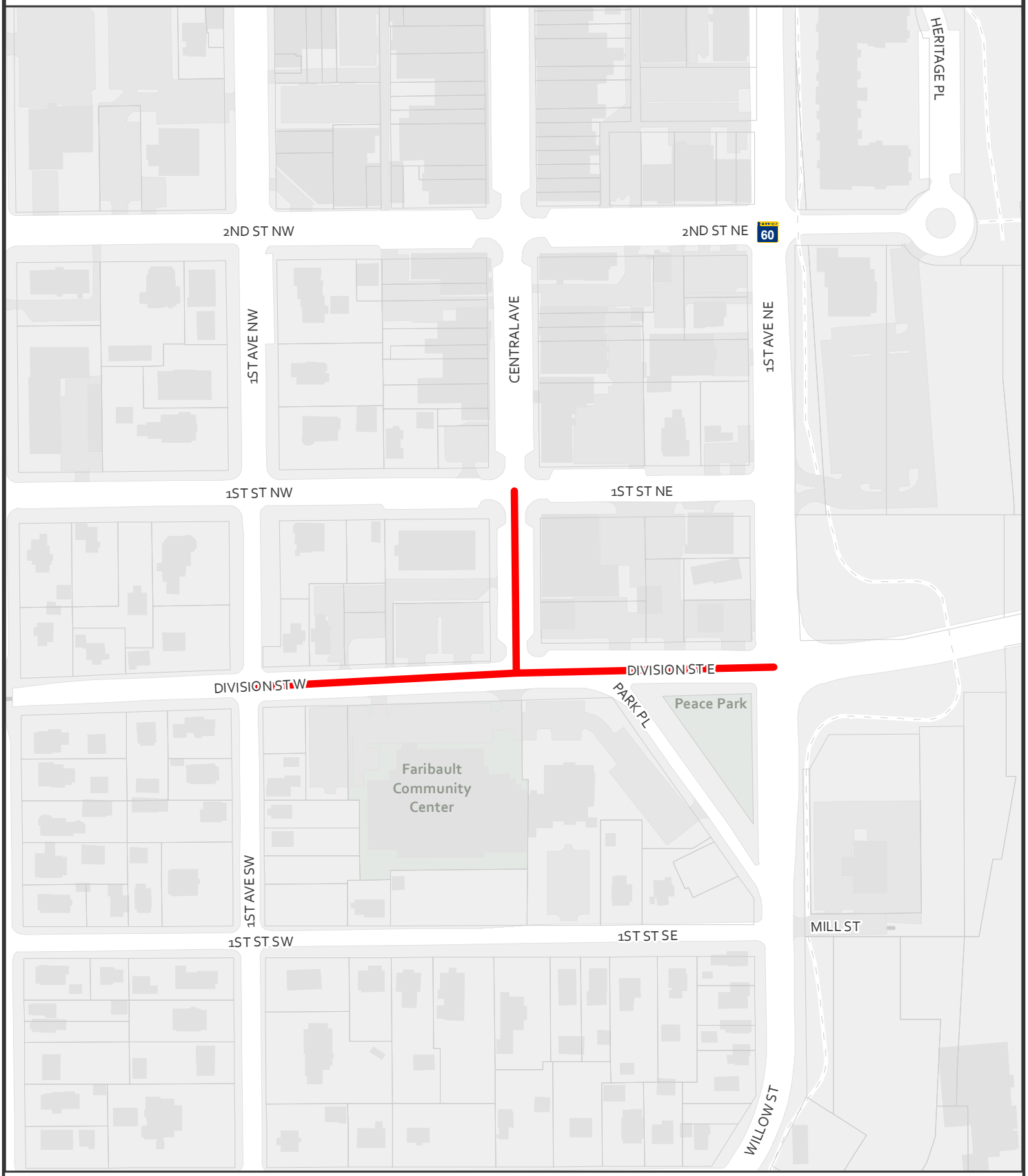
Contract 2020-04

Street Reconstruction

City Of Faribault

December, 2019

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.



State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-174

DECLARE COSTS TO BE ASSESSED AND ESTABLISH SPECIAL ASSESSMENT HEARING FOR THE 2020 MSA STREET RECONSTRUCTION AND BUCKHAM CENTER PARKING LOT IMPROVEMENTS - CONTRACT 2020-04

WHEREAS, Resolution 2020-099, adopted on June 23, 2020, following a Public Hearing, ordered the 2020 MSA Street Reconstruction and Buckham Center Parking Lot Improvements project (Contract 2020-04), and;

WHEREAS, said resolution estimated the total cost of the improvement to be $1,511,550.00, and declared that all or a portion of the cost would be assessed to benefiting property owners, and;

WHEREAS, the work included in this improvement project is substantially completed.

NOW, THEREFORE BE IT RESOLVED, the cost of said improvements proposed to be assessed to the benefiting properties for the 2020 MSA Street Reconstruction and Buckham Center Parking Lot Improvements project (Contract 2020-04) is hereby declared to be $89,460.22.

ALSO, BE IT RESOLVED, a hearing shall be held on September 14, 2021, in the City Hall at 6:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

ALSO, BE IT RESOLVED, the City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The City Administrator shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

ALSO, BE IT RESOLVED, the City Administrator, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash

valuation, as provided by law, and shall file a copy of such proposed assessment in their office for public inspection.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

PARCELID	DEEDHOLD	STREET NUM	STREETNAME	MAIL ADDRESS	MAILCITY	MAIL STATE	MAILZIP	TOTAL FRONTAGE	ASSESSED FRONTAGE	STREET RATE	TOTAL ASSESSMENT
Central Avenue (Division Street to 1st Street NE/NW)											
1831126505	COMMUNITY COOP OIL ASSN	9	CENTRAL AVE	9 CENTRAL AVE	FARIBAULT	MN	55021	132.00	66.00	$90.00	$5,940.00
1831126506	COMMUNITY COOP OIL ASSN	5	CENTRAL AVE	9 CENTRAL AVE	FARIBAULT	MN	55021	66.00	33.00	$90.00	$2,970.00
1831126587	CROWN APARTMENTS LLC	12	CENTRAL AVE 1-18	PO BOX 143	KASSON	MN	55944	132.00	66.00	$83.00	$5,478.00
1831151002	FARIBAULT DIVISION LLC	10	DIVISION ST W	4057 28TH ST NW STE 200	ROCHESTER	MN	55901	86.85	43.43	$83.00	$3,604.28
											$17,992.28
Division Street (TH 60/1st Avenue NE/Willow Street to 1st Avenue NW/SW)											
1831426002	FARIBAULT CITY	1	PARK PL	208 1ST AVE NW	FARIBAULT	MN	55021	144.00	72.00	$75.50	$5,436.00
1831426003	FARIBAULT CITY	11	DIVISION ST E	208 1ST AVE NW	FARIBAULT	MN	55021	98.15	98.15	$75.50	$7,410.33
1831426007	FARIBAULT CITY	15	DIVISION ST W	208 1ST AVE NW	FARIBAULT	MN	55021	264.00	264.00	$75.50	$19,932.00
1831426008	FARIBAULT CITY	23	DIVISION ST W	208 1ST AVE NW	FARIBAULT	MN	55021	66.00	66.00	$75.50	$4,983.00
1831426009	FARIBAULT CITY	31	DIVISION ST W	208 1ST AVE NW	FARIBAULT	MN	55021	66.00	33.00	$75.50	$2,491.50
1831126506	COMMUNITY COOP OIL ASSN	5	CENTRAL AVE	9 CENTRAL AVE	FARIBAULT	MN	55021	165.00	82.50	$90.00	$7,425.00
1831126508	COMMUNITY CO-OP OIL ASSN	28	DIVISION ST E	28 DIVISION ST E	FARIBAULT	MN	55021	105.00	52.50	$90.00	$4,725.00
1831126507	COMMUNITY COOP OIL ASSN	8	DIVISION ST E	9 CENTRAL AVE	FARIBAULT	MN	55021	60.00	60.00	$90.00	$5,400.00
1831151002	FARIBAULT DIVISION LLC	10	DIVISION ST W	4057 28TH ST NW STE 200	ROCHESTER	MN	55901	329.28	164.64	$83.00	$13,665.12
											$71,467.95
										Total	**$89,460.22**

- Corner Lot - Sideyard Credit Applied.
- Previous project assessment credit applied.
- Capped at 100' per CC direction (Low Density Residential Only)
- To Be Paid By City Per Development Agreement

2020 Special Assessment Rates - Reconstruction

Low Density Residential	$75.50	/foot
High Density Residential	$83.00	/foot
Commercial/Industrial/Institutional	$90.00	/foot

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-175 Amending the Community Management Plan as it Relates to Public Improvement Standards and Assessment Policies

Background:

Section 12-1 of the City Code of Ordinances establishes the City's special assessment policies, having been updated upon the passage of Ordinance 2014-10. The Ordinance references Minnesota Statutes Chapter 429, the City Charter, and also "… policy provisions adopted by ordinance or resolution." This last item would primarily be the information outlined in the City's Community Management Plan for general application of assessments on improvement projects, and more specifically, resolutions adopted by the Council which have set the actual assessment rates. The most recent of these was Resolution 2020-152, adopted on September 22, 2020, which established the rates for 2021 and 2022 street reconstruction, street overlay, and sidewalk construction improvements. Note the rates were held flat from the 2019 rates due to concerns over the economy related to the uncertainty of the effects of the COVID 19 pandemic. The City has been funding a portion of street improvement costs with special assessments for decades, having gone to fixed unit costs for the past 30-plus years. Per State Statute Ch. 429, the amount of a special assessment on a property may not exceed the level of benefit received (commonly the increase in the market value due to the improvement).

An update to the City's special assessment policies was first reviewed by the City's Finance Committee on January 21, 2020. Per direction from that meeting, City staff updated the Public Improvement Standards and Assessment Polices chapter of the City's Community Management Plan to reflect the changes discussed at the January 21, 2020 meeting and to update the policies to reflect current special assessment practices as well as the City's street pavement management and sidewalk/trail pavement management programs. The updated Public Improvement Standards and Assessment Policy was then reviewed by the council as a whole at the July 20, 2021 work session and no additional significant comments were received. A clean copy of the Public Improvement Standards and Assessment Policy is attached. The proposed resolution deletes and

replaces the existing Public Improvement Standards policy in the current Community Management Plan with the proposed Public Improvement Standards and Assessment Policy.

Recommendation:

Approve Resolution 2021-175

Attachments:

1. Resolution 2021-175 Amend CMP
2. Community Management Program Public Improvement Standards and Assessment Policy Update

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-175

AMENDING THE COMMUNITY MANAGEMENT PLAN AS IT RELATES TO PUBLIC IMPROVEMENT STANDARDS AND ASSESSMENT POLICIES

WHEREAS, the City of Faribault has adopted the Community Management Plan as its policy guide for direction in the decision-making process; and

WHEREAS, in order to ensure the program remains useful and relevant to the needs of the community, it is periodically updated or amended at the discretion of the City Council; and

WHEREAS, the City desires to amend the existing Public Improvements subsection of the current Community Management Plan under the Policy Guidelines Chapter or the Service Policies section.

NOW, THEREFORE BE IT RESOLVED, the existing Public Improvements subsection of the current Community Management Plan under the Policy Guidelines Chapter or the Service Policies section is hereby deleted in its entirety and replaced with the attached Public Improvements Standards and Assessment Policies a copy of which is attached and incorporated by reference.

ALSO, BE IT RESOLVED, The City Administrator is hereby directed to revise the Community Management Plan necessary to carry out the full meaning and intent of this resolution.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

PUBLIC IMPROVEMENT STANDARDS AND ASSESSMENT POLICIES

City of Faribault, Minnesota

Adopted by the Faribault City Council on August 24, 2021

Policy Revisions

Resolution 2021-175 August 24, 2021

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I. *Public Improvement Design Standards*

The following standards shall apply to all public improvements unless otherwise modified by a majority of the City Council.

A. Street and Other Surface Improvements Functional Classifications.

Street Classifications and Standards – Streets within the city of Faribault fall under numerous jurisdictions: Federal (Interstate), State (Trunk Highway), Rice County (County State Aid Highway and County Road), City (Municipal State Aid Street and City Street), and Private Streets. The following classifications are intended to outline typical standards for City streets, with other roadways subject to the corresponding jurisdiction's requirements.

1. Arterial Streets – Shall be a minimum of "9 ton" design and of adequate width to accommodate projected traffic volumes, with a typical minimum width of 44 feet (face-to-face of curb). While the City does not have a complete access management policy for its street system, accesses onto arterial streets should be limited whenever practical. Arterial streets shall be resurfaced at or near their established service limit, subject to existing condition, or at such time as the City Council determines it is appropriate.

2. Collector Streets – Shall be a minimum of "9 ton" design with a typical minimum width of 40 feet (face-to-face of curb). Collector streets shall be resurfaced at or near their established service limit, subject to existing condition, or at such time as the City Council determines it is appropriate.

3. Local Streets - Shall be a minimum of "7 ton" design in residential areas and "9 ton" design in commercial or industrial areas. Streets accommodating both local and through traffic shall have a typical minimum width of 36 feet (face-to-face of curb), while cul-de-sac or streets with little or no connectivity shall have a typical minimum width of 30 feet (face-to-face of curb). Local streets shall be resurfaced at or near their established service limit, depending on existing conditions, or at such time as the City Council determines it is appropriate.

4. Private Streets – The construction of private streets is only allowed as part of a P.U.D. (Planned Unit Development) in the city of Faribault. Design of such streets shall be determined as part of the P.U.D. approval. At a minimum, streets shall have a width of 24 feet (face-to-face of curb) with a "7-ton" pavement.

5. Alleys – When paved, alleys shall have the same pavement strength as local street requirements, with a minimum paved width of 12 feet. Unlike streets, curb and gutter is not required for alleys. Alleys shall be resurfaced at or near their established service limit, depending on existing conditions, upon receipt of a petition from the adjoining property owners.

6. Concrete curbing or curb and gutter shall be installed at the same time as street surfacing, except where a permanent "rural" street design (which requires no curbs) is approved by the City Council. Boulevard width should be a minimum of 10 feet whenever practical (15 feet preferred) to allow for construction of sidewalks, installation of buried utilities behind the curb, and planting of boulevard trees when appropriate.

7. Prior to street construction or resurfacing, all utility service lines intended to be placed primarily beneath the pavement (including sanitary sewers, water lines, gas, electric, telephone, and cable television) shall be installed to facilitate each known or assumed building location. Surface improvements to only part of a block of street are not permitted, unless these are intended to complete a block only partially improved.

B. Street Reconstruction Standards

1. Concrete curb and gutter shall be included with a reconstructed street. Where the existing curb is poor condition or of the “2-piece” design, the existing curb and gutter shall be removed and new curb and gutter installed. In special cases of extremely narrow streets or large trees near the edge of the existing pavements, the installation of curb and gutter may not be required. The project will not, however, have a City share as part of the financing of the improvements.

2. Driveways along reconstructed streets shall be replaced with in-kind surfacing, with the exception that gravel driveways will be replaced with bituminous from the curb to the right-of-way line.

C. Sidewalk Design & Construction/Replacement Standards

1. Sidewalks running parallel within the public right-of-way shall be a minimum of five (5) feet in width and located one (1) foot off of the adjoining property line. Six (6) foot wide pedestrian sidewalks shall be considered in areas where: high-volume pedestrian traffic is anticipated, the adjoining street is an arterial, the public right-of-way is of sufficient width to maintain a boulevard area between the sidewalk and curb of at least six (6) feet in width.

2. Sidewalks may be constructed adjoining the street curb line and at a varying width when approved by the City Council; such as in commercial districts, where adjoining property is deemed undevelopable, or where typical construction standards are not technically feasible. Sidewalks shall be constructed of concrete materials with a minimum of four (4) inches of thickness.

3. Sidewalks shall be thickened to six (6) inches through driveway locations. All sidewalk construction shall conform to the current City of Faribault Standard Specifications for Construction. Alternate materials and/or construction may be considered by the City Council on a case by case basis.

4. In addition to local requirements, surface improvements shall conform to all minimum standards imposed by those Federal, State, or County agencies having funding jurisdiction over installation. All improvements shall comply with the latest addition of the "Standard Specifications for Construction," City of Faribault, Minnesota and other project specific specifications.

5. Sidewalk Construction/Replacement

a) Wherever street reconstruction or overlay improvements are undertaken, any part of an abutting sidewalk judged to be in hazardous condition shall be replaced and financed as a city share.

b) Wherever street reconstruction or overlay improvements are undertaken, any part of an abutting sidewalk judged to be in poor condition shall be replaced or repaired, upon request of the adjoining property owner, at a 50/50 cost share between the City and the adjoining property owner.

c) Sidewalk improvements should be undertaken in a planned manner, based on the financial capability of the City of Faribault. Installation of sidewalks identified within the Comprehensive Sidewalk and Trail Plan should occur in a comprehensive manner, crossing lines between subdivisions, new and old neighborhoods, in order to avoid incremental or piecemeal improvements lacking continuity.

D. Sanitary Sewer and Water System Improvements

1. Sanitary sewer and watermain improvements shall be designed and constructed to serve both current and projected land use.

2. All installation shall conform to the minimum standards established by those state and federal agencies having jurisdiction over such installation. Also, all installation shall conform to the most recent edition of the City Engineers Association of Minnesota (CEAM) "Standard Specifications" except as modified by City Engineering Department special provisions.

3. Installation of laterals for future extension to serve adjacent properties shall be included whenever practical. Service lines to each known or assumed building location shall be installed in conjunction with the construction of the main.

E. Storm Sewer and Drainage Improvements

1. Drainage improvements shall be designed and constructed to serve current and projected land use.

2. All storm sewer improvements shall have a minimum design frequency of five years in existing residential areas and ten years in all other areas. Based upon site conditions or other circumstances, a greater design frequency may be required at the direction of the

City Engineer or at the request of the benefited property owners. Storage sites/ponding areas shall be designated to provide frequency of protection designated by the City Engineer and as indicated in the City's Stormwater Management Guidelines and Ordinances and in compliance with the City's most current Municipal Separate Storm Sewer System permit.

II. *Life Expectancy of Improvements*

A. New Improvements.

A public improvement shall be judged to have a normal usable life expectancy. Therefore, it is necessary in the case of reconstruction projects to establish the life expectancies of improvements. This will assure that property owners will be appropriately assessed for replacement of improvements. The City Engineer shall determine if an improvement requires replacement. Under no circumstances shall this policy be considered a warranty for City improvements.

1. Surface Improvements:

a)	Grading/base/bituminous surface:	
	7-ton pavement design:	15 years
	9-ton pavement design:	20 years
b)	Grading/base/Portland cement /concrete surfacing:	50 years
c)	Concrete curb and gutter:	50 years
d)	Concrete sidewalks:	20 years
e)	Street lighting (City):	15 years
f)	Unpaved streets and streets without curb and gutter shall be deemed unimproved.	

2. Subsurface Improvements:

a)	Watermain:	30 years
b)	Sanitary sewer main:	30 years
c)	Storm sewer main:	30 years

B. Existing Improvements.

When improvements are ordered to existing facilities that have not yet reached their expected service life, any assessments to be levied will be a proportionate share of the costs based on the ratio of the age of the improvement to the adjudged usable life expectancy. This is upon the determination of the City Engineer.

III. *Street Pavement Management Program*

A. Program Objectives

1. A basic service of the City of Faribault is to provide a transportation system for its citizens. In order to maintain a system in sound condition, a concise plan ensuring orderly and timely pavement preservation and reconstruction of the City's streets is needed.

2. The City Engineer shall annually inspect street conditions and prioritize a five- year pavement management plan, included as part of the City's 5-year Capital Improvement Plan, to be filed with the Council. A pavement management plan does not mean addressing the "worst" streets first but rather indicating the right pavement preservation treatment at the right time.

3. The Council shall review the Engineer's recommendations and initiate pavement preservation and reconstruction projects as warranted. Projects shall be prioritized by petition status, street condition, and target areas. The City does have annual funding limitations for capital improvement work, therefore, the Council shall consider all petitioned projects prior to initiating other capital improvement projects.

4. The condition of existing utilities shall be reviewed as part of the consideration of a street reconstruction project, as well as system capacity needs. Utility repair or replacement that is needed should be done in conjunction with, or immediately prior to, the street reconstruction work whenever possible.

B. Pavement Management Policy

1. Street Treatment Definitions: The City of Faribault has a Pavement Management Policy based on a pavement life expectancy of 50-60 years as shown on the following table.

Street Life Cycle **Program Basis; 50-60 year Service Life**

Action	Year
Original Construction	0
1st Crack Seal & Seal Coat	5 to 8
2nd Crack Seal & Seal Coat	12 to 15
1st Mill & Overlay (or Pavement Rehabilitation/Replacement)	20 to 25
3rd Crack Seal & Seal Coat	25 to 28
4th Crack Seal & Seal Coat	32 to 35
2nd Overlay (or Pavement Rehabilitation/Replacement)	40 to 45
5th Crack Seal & Seal Coat	45 to 48
Reconstruction (Full or Partial)	50 to 60

This life cycle table shall be considered a guide for the City to plan for bituminous

pavement preservation projects.

A detailed description of each Action Type is as follows:

a. Crack Seal and Seal Coat – Crack sealing involves patching and sealing cracks in the roadway. This is followed by seal coating, which involves spraying the road with oil and covering it with a layer of small rock. Crack sealing and seal coating is generally considered routine roadway maintenance.

b. Mill and Overlay – Milling and overlaying consists of grinding off the upper layer of asphalt (typically 1½”-2”) and replacing it with a new layer of asphalt. This is generally done on roadways that have a fair amount of cracking and other surface distress. This is considered a structural improvement that will renew the street surface and extend its useful life.

c. Rehabilitate/Pavement Replacement – Rehabilitating a roadway consists of grinding up the existing asphalt and mixing it with a portion of the underlying gravel base (typically 4”- 8”). This combination of bituminous and gravel is then used as the new road base, and a new asphalt surface is paved over this. This is generally done on roadways that have a significant amount of distress. This can be a good alternative to reconstructing a road if the existing road base appears to be structurally sufficient, there are no known underground utility issues, the existing curb is structurally and functionally sound and there are no known significant drainage or geometric deficiencies with the roadway alignments.

d. Partial Reconstruct – Partial reconstruction of a roadway consists of completely removing the existing road and underlying gravel and sand base material, and constructing a new road section. This may also include correcting any poor base material beneath the section, or updating the road to meet design standards such as width and drainage. This is often done in conjunction with utility repairs/replacement. This is generally done on roadways that exhibit signs of major distress, such as rutting, cracking, and potholes. For the purposes of this policy, to be considered a partial reconstruct, a majority of existing concrete curb and gutter must be salvaged.

e. Full Reconstruct – Reconstructing a roadway consists of completely removing the existing road and underlying gravel and sand base material, bituminous curbing (or a majority of the existing concrete curb and gutter) and constructing a new road section. This may also include correcting any poor base material beneath the section, or updating the road to meet design standards such as width and

drainage. This is often done in conjunction with utility repairs/replacement. This is generally done on roadways that exhibit signs of major distress, such as rutting, cracking, and potholes.

2. In the life cycle of streets, inevitably a point is reached when normal maintenance practices cannot sustain an adequate paved surface. A higher level of maintenance shall be conducted on those streets identified for reconstruction and until such time as reconstruction proves feasible. Alternatively, the Council may consider a reduction in maintenance levels upon recommendation of the City Engineer and completion of a public improvement hearing.

3. Where a street is either a dead end or serves only the adjoining property owners or has reached total failure, it may be graveled until reconstruction is ordered. Should maintenance levels be reduced by Council, the City Engineer shall inform adjoining property owners of the action and present all available improvement alternatives.

4. As a general rule, a street shall not be considered for an overlay if more than 15% of the roadway surface requires reconditioning prior to overlaying.

5. Streets without the minimum standard residential pavement section design of 3 inches bituminous mixture over 6 inches aggregate base shall not be considered for overlays under these policies, except for streets with pavements deemed structurally adequate by the City Engineer.

6. Streets without "salvageable" curb and gutter will not be considered for overlays under these policies. Salvageable curb and gutter shall be defined as curb and gutter of monolithic (one-piece) design true in horizontal and vertical alignment. Minor replacement of curb and gutter will be included as part of an overlay project as required.

7. No more than two overlays shall typically be constructed on any given street, unless the top portion of the pavement is removed (milled) at least to the depth of the overlay to be placed.

8. If an overlay project for a given segment of a street is warranted and recommended by the City Engineer but not ordered by the City Council at the request of the adjoining property owners, future maintenance practice shall consist of bituminous dump patching until a reconstruction project is required.

IV. Sidewalk/Trail Pavement Management Program

A. Program Objectives & Pavement Management Policy

1. On relatively high-volume public streets, there is a recognized and acknowledged need for designated pedestrian walkways.

2. The Comprehensive Pedestrian/Trail Improvement Plan, as developed does not relieve or preclude any private developer from sidewalk installation requirements in newly platted or newly improved areas, should the City of Faribault deem that such improvements meet the following requirements:

a) Such improvements are necessary for safe access of pedestrians in newly developed areas.

b) Such improvements are a logical extension of the existing city-wide system and satisfy the goals and objectives identified herein.

3. Based on financial feasibility and level of pedestrian benefit, sidewalk installations in new or previously unserved areas should occur, in most cases, on a minimum of one side of the street. Such determination shall be made on the basis of engineering and financial feasibility.

4. Construction proximity, street reconstruction schedules, project costs, and other factors may demand that the prioritization of projects be modified to take advantage of available cost savings. Moreover, construction of portions of designated segments may be preferable based on various construction and cost factors, again to maximize cost versus benefit.

B. Maintenance responsibilities.

1. The responsibility for maintenance, repair, and replacement of sidewalks is that of the adjoining property owner, as defined in Chapter 25, Sections 26 and 41, of the Faribault Code of Ordinances, including snow and ice removal.

2. The City of Faribault is responsible for maintenance of all sidewalks adjoining city-owned buildings and properties. In addition, where sidewalks are constructed adjoining undeveloped property, the city may assume maintenance responsibility until development occurs. In new subdivisions where sidewalk construction is required, the developer/property owner shall be responsible for maintenance.

3. Where sidewalks are located in rear yard areas or adjoining undevelopable property, the city may designate those sections as trails for the purpose of long-term maintenance responsibilities.

V. Special Assessment Program

A. Definitions of Eligible Public Improvements.

1. The City Council shall have the power to make improvements and finance the improvements through special assessment levies within the City of Faribault as allowed under the authority of Minnesota State Statutes, primarily 429.021 and the City Charter.

2. The City of Faribault also retains the authority to recover maintenance costs, service charges, or unpaid utility bills through special assessments as allowed under the authority of Minnesota State Statutes, primarily 429.021 and the City Charter.

3. The City Administrator shall report to and file with the City Council, on an annual basis, the list of special assessment delinquencies within the city of Faribault (Res. 82-71).

B. Initiation and Summary of Special Assessment Improvement Procedures

1. Initiation of Improvement Project

a) By Petition – Petitions for improvements can be obtained at City Hall. Such petitions circulated by the affected owners require 35% of the property be represented, as figured on frontages of the real property abutting on the improvement; or in the case of sanitary sewer, watermain, and storm sewer by 25% of the area intended to be served by the improvement. Petitions will be received at any time by the City Council. A feasibility report is then ordered and returned with convenient speed, with a recommendation of the City's capacity to undertake the project.

b) By Council Action – If the Council determines that an improvement is in the best interest of the City it can, without petition, initiate such an improvement.

c) Petition and Waiver - Miscellaneous construction (curb and gutter, street paving, sidewalks, etc.) or minor extensions of various improvement projects may be undertaken without a public hearing if all affected property owners sign a waiver which relinquishes their right to a hearing. These projects shall be constructed either by annual miscellaneous bid or by a supplemental agreement to an existing contract.

2. Preparation of Feasibility Report

After a petition is filed and its adequacy determined or based on Council Action, the City Engineer shall prepare a feasibility report for the proposed improvements. Engineering Feasibility Report. At a minimum, a project's feasibility report shall address the following:

a) Background information on the project, including process by which initiated, purpose for undertaking the improvements, description of existing improvements being replaced or extended, if applicable, and other general information regarding the project.

b) The technical and financial feasibility of undertaking the proposed improvement.

c) Consideration of various options or alternatives for construction of the improvements.

d) Reference to standards being used for the design of the improvements, to include findings on recommended improvements or standards outlined in relevant comprehensive plans or studies.

e) Recommendation on whether or not the proposed improvement should be undertaken individually, in whole or in phases, or in connection with another improvement project. Identification of related improvement projects undertaken previously or scheduled to occur in the future.

f) Whether or not existing public rights-of-way or easements are in place for the construction of the proposed improvements, or if dedication or acquisition of additional right-of-way or easements is required. The timing of the acquisition should be considered in establishing a project schedule, and the cost should be included in the proposed financing plan.

g) Identification of permits required for the construction of the improvements.

h) Estimated cost of undertaking the proposed improvements, including all design, engineering and other administrative costs.

i) Identification of the properties considered as being benefited by the improvements, either immediate or future, thereby subject to special assessments.

j) A proposed financing plan for the improvements, including the application of existing assessment policies and other financing methods to the project. Method of assessments, where applicable, detailing applied costs based on a frontage basis, an area basis, a per unit basis, a combination of two or more, or other basis as may be deemed appropriate.

k) Determination of a City cost share and the proposed funding source, if any, for the project based upon current City assessment and financing policies.

l) A proposed schedule for the project, including public hearing dates, bid date, and timeline for construction of the improvements.

m) Consideration of sidewalk installation shall be included with all new street construction projects. (Res. 86-34)

n) All projects involving street reconstruction will include sidewalk replacement or repair, or installation if deemed appropriate. (Res. 86-34)

3. Public Hearing (Consideration of Improvement)

A public hearing is then scheduled, at which all interested persons shall have an opportunity to be heard. Upon conclusion of the hearing, the City Council shall

determine whether or not to order the improvements, either as proposed or with modifications. If the improvements are ordered, the Council shall authorize the preparation of necessary plans and specifications. Upon approval of all plans and specifications, the Council shall authorize advertisement of bids, and receive same. Upon receipt of said bids the following procedures are to be undertaken:

a) In the case of improvements to currently unimproved property, the City Council has the option to award the bid upon receipt or to establish a public hearing for the purpose of levying a special assessment upon the benefiting property owners. In the latter case, the City Council shall have the option to accept or reject the bids thirty days after the cost of the improvement project has been levied upon the benefiting property owners.

b) In the case of the reconstruction of improvements, or the construction of additional improvements on already improved property, the City Council has the option to award the bid upon receipt or to establish a public hearing for the purpose of levying special assessments upon benefiting property owners.

c) In any case, if the bid on the improvement project is more than 25% above the estimated cost, an additional public hearing shall be held.

4. Public Hearing (Levying of Assessments)

a) Either prior to, upon receipt of the bids or after the final acceptance of project improvements, the benefiting property owners will be mailed a notice which states the date and time of the special assessment hearing, as well as the proposed cost to be assessed against the benefited property.

b) At the hearing all interested property owners shall have the opportunity to express their views concerning the proposed special assessment levy. In the case of a special assessment hearing held prior to a project's completion, the City Council shall hold an additional hearing, if necessary, upon completion of the project to determine any adjustments, deletions or additions to its cost. Pursuant to State of Minnesota Statutes and upon adoption of a special assessment roll, all affected and benefiting owners shall be notified of the cost levied upon their property and the procedure of payment.

c) In the case of a special assessment levy hearing held prior to a project's completion, the City Council will, upon completion, pass a resolution accepting the project. At this time the previously levied assessments will become active assessments, accruing interest at the established rate.

5. Summary of Standard Procedures and Actions for Public Improvements

a) Staff Procedure – Petition received by City Administrator and reviewed to determine its sufficiency.

b) Council Action – Resolution declaring adequacy of petition and ordering preparation of feasibility report by City staff.

c) Council Action (Alternate) – Resolution ordering preparation of feasibility report for Council-initiated projects.

d) Staff Procedure – Preparation of feasibility report.

e) Council Action – Resolution receiving/filing feasibility report and establishing Public Hearing.

f) Staff Procedure (optional) – Conduct informational meeting with affected property owners.

g) Staff Procedure - Notice must be published twice in the official newspaper. The two publications must be a week apart and at least three days must elapse between the last publication date and the date set for the hearing. Notice shall be mailed to the owner of each parcel within the area to be assessed not less than ten (10) days before the hearing.

h) Staff Procedure - Affidavit of publication of hearing notice.

i) Staff Procedure – Affidavit of mailing notice to affected property owners.

j) Council Action - Conduct Public Hearing.

k) Staff Procedure - Minutes of Public Hearing showing testimony and findings.

l) Council Action - Resolution ordering improvement and preparation of plans and specifications.

m) Staff Procedure - Preparation of plans and specifications for improvement.

n) Council Action – Resolution approving plans and specifications, establishing bid date, declaring cost to be assessed, and establishing special assessment hearing.

o) Staff Procedure – Publication of advertisement for bids.

p) Staff Procedure – Affidavit of publication of advertisement for bids.

(Note: Items q). through w). may happen at any time after the advertisement for bids including up to and after the project completion and final project acceptance at the discretion of the Council)

q) Staff Procedure – Preparation of assessment roll.

r) Staff Procedure – Notice shall be published one or more times in the official newspaper at least two weeks prior to the date of the hearing. Notice shall be mailed to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

s) Staff Procedure – Affidavit of publication of hearing notice.

t) Staff Procedure – Affidavit of mailing notice to affected property owners.

u) Council Action – Conduct Public Hearing.

v) Staff Procedure – Minutes of Public Hearing showing testimony and findings.

w) Council Action – Resolution ordering special assessment levy on property owners.

x) Council Action – Resolution accepting bid and awarding contract.

y) Staff Procedure – Preparation of contract.

z) Staff Procedure – Receipt of contractor's bonds (or City Attorney's approval) and execution of contract.

aa) Staff Procedure – Progress payments to contractor for work completed.

bb) Staff Procedure – Engineer's recommendation for final acceptance and payment of retainage amount and filing of as-builts.

cc) Council Action – Resolution accepting improvements, activating assessments (interest accrual begins) and authorizing payment of final contract price and engineering costs.

dd) Staff Procedure – Notice of activation of assessment and payment procedures to affected property owners.

ee) Staff Procedure – Certification of assessment to County Auditor as set by MN Statute 429. (Note: If annual certification plan is followed, the City Administrator may wish to include a separate sub-step for each year.)

ff) Staff Procedure – Notice of assessment against public corporation when applicable.

VI. Special Assessment Policy

A. Policy Definitions

1. Adjacent or Abutting Property: A property directly adjacent to public improvements.

2. Access: Properties shall be considered to have access to public street improvements when they may enter onto the improvement from their own private driveway, private road, common driveway, shared easement, or public street. Properties shall be considered to

have access to underground utility improvements when they directly abut or are within 100 feet of the utility and can easily gain access to it.

3. Adjusted Area: An area of a benefited property that has been modified by an adjustment factor to more accurately represent the true benefit that property receives from an improvement in comparison to other properties in the assessment area. The adjustment will be based on the improvement design parameters that are applicable to that parcel, as approved by the City Council. Design parameters that may be used to determine the adjustment factor include, but are not limited to: trip generation; storm water runoff coefficients; water or sanitary sewer use; needed fire flow; wetlands, easements or other encumbrances on the property that make all or a portion of the property undevelopable, and zoning or future land use.

4. Adjusted Frontage: The assessable front footage of a benefited property that has been modified by an adjustment factor to more accurately represent the true benefit that property receives from an improvement in comparison to other properties in the assessment area. The adjustment will be based on the improvement design parameters that are applicable to that parcel, as approved by the City Council. This is useful for flag lots or other improved properties that have little direct frontage adjacent to the improvement but access is available directly to and from the improvement area. Design parameters that may be used to determine the adjustment factor include, but are not limited to: lot area comparison to surrounding lots in order to calculate equivalent front footage; trip generation; storm water runoff coefficients; water or sanitary sewer use; needed fire flow; wetlands, easements or other encumbrances on the property that make all or a portion of the property undevelopable and zoning or future land use.

5. Assessed Cost: Those costs of public improvements that have been determined to benefit specific properties. The assessed cost will be equal to the project cost minus the City cost. Project costs eligible for assessment include all costs associated with the improvements, including, but not limited to, land acquisition, demolition, construction, administration, permit fees, surveying, engineering, contract administration, testing, legal, financing and other costs as determined by the City Council. The financing charges include all costs of financing the project. These costs include, but are not limited to, financial consultant's fees, bond attorney's fees, and capitalized interest.

6. Assessable Area: The assessable area is the total area of all of the benefiting properties, when using an area-based assessment.

7. Assessable Footage: The assessable footage is the total front footage of all of the benefiting properties, calculated by using the front footage method.

8. Assessment Rate: The assessment rate is determined and adopted by the City Council by resolution. The Council adopts a front foot rate based on the type of improvement proposed and the type of land use of the benefiting properties. The City Council reserves the right to adjust the adopted assessment rate on a project by project basis if in the Councils opinion unique circumstances support a modified rate.

9. Assessment Unit: Front footage, area or unit.

10. Benefit: The increase in property value as a result of a public improvement such as, but not limited to, a street, sidewalk, trail, curb and gutter, water main, sanitary sewer, storm sewer, park, or street landscaping.

11. Deferment: A process of postponing the collection of the cost of public improvements and funding them as a system cost with the intention of collecting at a later date.

12. Driveway Approach: That area which lies between the existing pavement and the right-of-way line; curb cut to curb cut.

13. Front Footage: The distance measured along the right-of-way line that directly abuts an improvement.

14. Government-Owned Properties: Government-owned and City properties will be treated the same as private property when computing assessments. Government properties shall be specially assessed upon resolution passed by the City Council.

15. Looping Costs: Costs associated with the installation of additional segments of watermain not necessarily needed for service connections but which serve to "loop" or network the water system, providing improved flows and eliminating dead ends.

16. Lot Definitions:

a) Corner Lot: A lot located at a street intersection having both front and side-lot footage.

b) Double Frontage Lot: A lot with access to two separate non-intersecting or intersecting streets but not a corner lot.

c) Irregularly Shaped Lot: Those lots abutting curved streets, cul-de-sacs, or other lots

d) where there is more than five feet of difference in length between the front and back lot lines.

e) Rectangular Lot: A lot with less than five feet of difference in length between the front and back lot lines.

f) Lots Not Built Upon: A lot which has not been improved such as the construction of a dwelling or commercial use.

g) Special Case Lot: A lot which accesses the improvement but may have little or no real property fronting the improvement shall be assessed in a fair and equitable manner consistent with surrounding properties fronting the improvement. Adjusted frontage shall be considered.

17. Public Improvement: Improvements as allowed by State statute that provide a special benefit to properties, including but not limited to streets, alleyways, sidewalks, trails, curb,

gutter, sanitary sewer systems, storm sewer systems, stormwater management systems, water treatment and distribution systems.

18. Special Assessment: A legal process whereby the benefited property is charged for all or a portion of the cost of public improvements.

19. Standards for Surface Improvements: Standards for surface improvements have been established by the City's Engineering Department.

20. Street: All public ways designed as means of access to the adjoining properties.

21. Storm Drainage: Stormwater runoff. A storm drainage assessment is applied to all properties receiving improvement if the property has not previously been assessed for this one-time assessment unless the storm drainage improvements are assessed as part of larger project such as a street reconstruction.

22. System Cost: That portion of the assessable cost that benefits properties whose assessments are deferred because they qualify for green acres status, are located outside of the City limits, or are unable to make use of the improvements due to factors beyond their control. The City may recoup such system costs from the benefiting properties when the basis for the deferral is no longer valid.

23. Unit: A unit is based on a lot or parcel of land being designated as one unit, regardless of size or use, a unit may also include, but is not limited to: a household; a parcel/lot; water or sewer main length and size; sidewalk or trail length, width and depth; infiltration area per parcel/lot; contributing drainage area.

24. Calculating Total Project Improvement Costs

a) Computation of Total Improvement Project Cost. The following format shall serve as a model for arriving at the total cost of a capital fund improvement project. The final financing plan for a project shall provide for complete funding of the total cost for the improvement, determined by the application of the applicable assessment policies, City share funding, and other financing committed.

Construction Costs:

Contract Amount	_____
Change Orders/Supplemental Agreement	_____
Day Labor Construction	_____
Other Construction Costs	_____
Subtotal – Construction Costs	_____

Non-Construction Costs:

Easement and/or Right of Way Acquisition	_____
Permit Fees	_____
Consultant Services	_____
City Engineering Staff Design Services	_____
City Engineering Staff Construction Services	_____
Miscellaneous	_____
Subtotal – Non-construction Costs	_____
Total Cost	_____

b) Following is additional explanation of the components in the preceding Computation of Improvement Project Costs formula:

(1) Construction Costs

(a) Contract Amount – The total sum paid to the contractor as part of the original contract. Payments are based either on unit prices established in the original bid, with payments made on actual quantities used in the project, or on a percentage of work completed for "Lump Sum" contracts.

(b) Change Orders/Supplemental Agreements – The total adjustment to the contract amount as a result of work either added to or deleted from the contract.

(c) Day Labor Construction – The cost associated with construction work undertaken on a project by the City labor force. This cost is determined by multiplying the hourly rate for an employee (plus the percentage of fringe benefits) times the number of hours worked. This does not include typical services performed by the City Engineering Department.

(d) Other Construction Costs – Costs of material and labor necessary for the completion of an improvement project which are incurred by the City. These may include bituminous mixture for patching, piping appurtenances, signage, etc., or other items intended to accommodate citizens during the construction phase of the capital improvement project.

(2) Non-construction Costs

(a) Easement and/or Right-of-Way Costs – All costs associated with obtaining easements and/or right-of-way that are necessary to the completion of improvement projects.

(b) Permit Fees – The cost of all permits from governing or review agencies required for a project

(c) Consultant Services – Fees paid for professional engineering, architectural or planning consulting services.

(d) City Engineering Staff Design Services – Any cost incurred by the Engineering Division associated with preliminary design, contract administration or final design. This amount shall typically be five (5) percent of the final contract amount, including any change orders or supplemental agreements. On projects where reimbursement for City Design Services is received from the City's Municipal State Aid, other agencies, or outside funding sources, the amount shall equal that of the reimbursement. On projects where a developer or other agency provides design services, the amount shall be as specified in the project Development Agreement, Cooperative Construction Agreement, or other pertinent documents.

(e) City Engineering Staff Construction Services – Any costs incurred by the Engineering Department during the construction phase of the improvement project for field design work, construction staking, monitoring and inspection of installation, quality control, and contract administration. This amount shall typically be seven (7) percent of the total contract amount, including any change orders or supplemental agreements. On projects where reimbursement for City Construction Services is received from the City's Municipal State Aid account, other agencies, or outside funding sources, the amount shall equal that of the reimbursement. On projects where a developer or other agency provides construction services, the amount shall be as specified in the project Development Agreement, the Cooperative Construction Agreement, or other pertinent documents.

(f) Miscellaneous Costs – All other project costs that cannot be accounted within one of the previous categories are counted as miscellaneous. Examples are legal notices for bid, advertisements, technical services, soil explorations, etc. These are entered on an actual cost basis.

(3) Interest Rate and Other Financing Costs.

(a) The City Council shall establish the rate of interest for a capital improvement project that is levied (in part or in whole) as a special assessment, payable in yearly installments. Such rate of interest shall be sufficient to cover all administrative, legal, bonding, capitalized interest, delinquencies, and other costs associated with the administration and financing of said capital improvement project.

(b) The interest rate shall typically be 2% above the current City bonding rate on GO/SA Improvement Bonds.

B. Methods of Assessment

1. All properties benefiting from improvements are subject to the special assessment.

2. The special assessment methods described in the policy statement cannot be considered as all inclusive. Unique or unusual circumstances may, at times, justify special consideration. In such situations, the Council may, from time to time, establish by resolution or as part of a Feasibility Study, amendments to the assessment policy to cover situations that may not have been contemplated in this policy.

3. Prior to assessment role adoption the special assessment levy shall be verified to be at or below that of the benefit received by subject properties. The City Council may consider assessing up to 100% of total project costs or proven benefit whichever is less when such cases are warranted.

4. Special assessments can be made for improvements listed in Minnesota Statutes Chapter 429 and are not limited to those listed in this policy.

5. For pavement preservation projects, all properties will typically be assessed by front-foot. For drainage improvement projects, properties will be assessed based on their percentage of contributing drainage area benefiting from the improvement. The City Council reserves the right to determine the most equitable way to assess benefiting properties and modify the method of assessment on a project by project basis if need be as allowed by governing laws and statutes.

a) **Front Footage Method:** This method is used for calculating assessment units based on front footages or in the case of credits or special circumstances adjusted front footages. Front footages shall be calculated as follows:

(1) Corner Lot: A lot located at a street intersection having both front and side-lot footage adjacent to improvements shall be assessable for both sides. However, no assessment would occur for an unimproved side (i.e. platted right-of-way but no street).

(2) Double Frontage Lot: A lot with access to two separate non-intersecting or intersecting streets but not a corner lot will only be assessed for any street improvement that it has direct access to. Direct access shall

usually mean a driveway connection to the street.

(3) Irregularly Shaped Lot: Those lots abutting curved streets, cul-de-sacs, or other lots where there is more than five feet of difference in length between the front and back lot lines the front footage shall be calculated using an average or other equitable means such as the width of the lot at the building setback line.

(4) Rectangular Lot: A lot with less than five feet of difference in length between the front and back lot lines shall be assessed based on front feet.

(5) Special Case Lot: A lot which accesses the improvement but may have little or no real property fronting the improvement (i.e. a "flag lot") shall be assessed in a fair and equitable manner consistent with surrounding properties fronting the improvement. Adjusted frontage shall be considered.

b) Credits to Front Footage Method: The following credits shall be applied to parcels assessed under the front footage method:

(1) Corner Lot Credit: A corner lot shall get a credit of fifty percent (50%) of the front footage on each side of the lot that is being improved and assessed. The front footage after the credit shall be the adjusted front footage.

(2) Previous Project Assessment Credit: Lots which were assessed for a full frontage assessment prior and not given an eligible credit, such as a corner credit, shall be credited the footage previously assessed if the previous assessment roll is still active.

(3) Partial Undevelopable Parcel Credit: A credit may be given for parcels with frontages that abut areas of the parcel deemed undevelopable or receiving no benefit from the proposed improvement project, such as areas of public waters, wetlands, significant encumbering easements that restrict development, narrow strips of land, or other areas as deemed undevelopable by zoning or permitting regulations or as deemed by the City Council.

(4) Double Frontage Lot Credit: Double frontage lots will not be assessed for the frontage of the rear yard of the lot unless (1) the parcel has direct access to the street on the rear lot frontage or (2) the parcel is a large multi-family, commercial, institutional or industrial parcel. In the case of a parcel with access to both frontages, the same credit as the corner lot credit shall be applied.

(5) Non-Assessable Frontage: Frontage that abuts a parcel that is undevelopable or which the City Council determines would receive no direct benefit from the proposed improvement project.

(6) Lots Not Built Upon Credit: For vacant lots with residential uses, the frontage shall be calculated as one-half (1/2) of the side of the lot abutting the improvement.

(7) Reconstruction Front Footage Cap: For low density residential properties only, where the proposed improvement project is a partial or full reconstruction, front footages shall be capped at one-hundred (100) feet unless the parcel has the potential to be legally subdivided per the current applicable zoning regulations. If the property can be legally subdivided into 2 or more parcels and there are current plans to subdivide the property, the footage shall be capped at an amount equal to the minimum subdivided footages. If there are no current plans to subdivide the property, the assessable footage shall be capped at one-hundred (100) feet but the City shall retain the right to recoup the costs for the improvement on the un-assessed footage as part of a negotiated payment in lieu of the special assessment which shall be negotiated as part of a parcel subdivision agreement at the time of subdivision.

c) Workmanship of Improvements by Property Owners. Property owners may choose to perform certain work themselves. This is only permitted under the following conditions:

(1) Written request must be made within two weeks after the public hearing on the project and before the contract has been awarded to a contractor.

(2) All work and materials must conform to the established standards and criteria of the City of Faribault.

(3) Work must be coordinated with contractor's operation. Sidewalk removal and/or replacement, utility services, driveway paving, and turf restoration are the only items for work that may be performed by the property owner.

(4) No credit to the assessment rate will be given to property owners electing to perform work themselves covered under this item.

6. **Unit Method:** This method is used for calculating assessment units based on a per unit method.

a) Residential Lots: A lot that is of such a size that it may be subdivided in the future shall be assessed the number of units equal to the number of lots that may be created through the subdivision process according to the applicable zoning and building codes for the property.

b) Special Case Lot Residential: A lot which may not directly abut the improvement shall be assessed on a per unit basis if the improvement can be accessed.

7. **Contributing Area Method:** This method is used for calculating assessment units based on a contributing area method. A unit shall be defined as one area unit (i.e. square foot or acre).

a) 1. All Lots: The City shall determine the benefiting area of each parcel and calculate the assessment rate by dividing the total assessable costs by the benefiting area. Each parcel shall pay their proportionate share based on multiplying the calculated assessment rate by their contributing area.

C. Determining Assessment Methods and Assessment Rates.

Assessments shall typically be levied against abutting properties within the benefited areas based on the property frontage. A designated City Share, funded from the Capital Projects Funds, on these projects it is intended to keep assessment amounts relatively stable and uniform from project to project. Assessments for these improvements are levied on a frontage basis at a fixed unit cost. Due to varying work quantities and frontage adjustments/credits, the percentage or amount of the City Share fluctuates, with the cost of individual assessments remaining fixed.

City Share: A portion of the funding for a project may be deemed as a "City Share" due to the nature of the improvement or specific project circumstances. These may include projects where the costs for an improvement are not entirely attributable to the needs of the area served by said improvement, or where unusual conditions affecting an improvement would result in an inequitable special assessment distribution. Inclusion of a City Share is determined by the City Council and represents the excess costs attributed to a given area served by the improvement.

Oversizing: Some of the required improvements for a given project or development may serve extended areas that are not included within the project boundaries, and need to be constructed to a larger standard than that required solely for the project. This would include constructing a street to collector or arterial standards as part of a residential development, or installing larger diameter sewer or water mains to provide capacity beyond that needed for the project area. In these or similar cases, the City Council may authorize a City Share as part of the funding, to be equal to the additional cost associated with the "oversizing" of the improvements.

The following describes the most typical capital improvement projects that utilize a portion or all of their funding from special assessments. The City reserves the right to deviate from these policies on a case- by case basis as determined by the City Council.

1. Residential Street Reconstruction Assessment Policies

a) The policies hereunder listed apply only to existing improved streets, unless exception is made by the City Council.

b) Street Reconstruction: Street reconstruction rates shall be per the most current City Council resolution adopting special assessment rates. Street

reconstruction rates are set to a target of twenty (20%) of the current estimated typical street reconstruction total project improvement costs. The unit cost for assessments shall be fixed, applied on an "adjusted frontage" basis. The unit cost shall be established by the City Council on an annual basis or at such other time as deemed appropriate by the Council.

c) Costs for street reconstruction not funded from special assessments shall be a City Share, funded from the Capital Projects Fund, from General Obligation Bonding, or from other funding sources as may be available.

d) In addition to reconstruction of the street pavement, the fixed unit cost assessment includes the following work items. Unless specifically addressed, no reduction in the unit cost or "credits" will be allowed for work not included or not required as part of a project.

(1) Replacement of concrete curb and gutter - A reduction to the unit cost will be allowed in cases where the existing curb and gutter can remain in place. The amount of reduction will be established by the City Council in conjunction with the fixed unit cost.

(2) Construction of new sidewalk – There shall be no increase in the fixed unit cost for the installation of a new sidewalk included with the reconstruction of an existing street.

(3) Sidewalk replacement – The cost to replace existing sidewalk in hazardous condition or of "panel" type construction shall be included in the fixed unit cost. Existing sidewalk that is in poor, but not hazardous, condition that is replaced at the request of the abutting property owner shall have the cost split 50/50 between the abutting property and the City.

(4) Driveway approach replacement – Replacement of the driveway approach from the back of curb to the sidewalk, property line, or construction limits is included with the reconstruction assessment. The cost to construct a new driveway and the additional cost to either widen an existing driveway or have a concrete driveway as a replacement for an existing gravel or asphalt driveway approach shall be the responsibility of the property owner.

(5) Turf establishment – Disturbed boulevard areas will be sodded. No credit will be allowed for those property owners requesting to restore the boulevards abutting their properties themselves.

e) The cost to replace existing public utility mains will be funded by the City, from the appropriate Utility Depreciation Fund, the Capital Projects Fund, or other funds as may be available. The cost to install new utility mains to serve currently unserved property or to replace utilities with new facilities with greater capacity as may be required will be assessed to benefiting properties.

f) Lead water service lines shall be replaced for a fixed lump sum cost, the amount to be established by the City Council on an annual basis or at such other time as deemed appropriate by the Council.

g) Properties abutting Municipal State Aid (MSA) Streets, and along County Highways or State Highways for which the City has funding responsibility as part of the project, shall be assessed for improvements at the standard fixed unit cost for reconstruction.

2. Non-Residential Street Reconstruction Assessment Policies

a) New street reconstruction standards and special assessment policies shall apply as it relates to the design and financing of any approved improvements to non- residential streets except as modified hereafter.

b) Assessments shall be levied on a frontage basis, unless the City Council determines that a different basis would result in a more equitable distribution of the costs.

c) Where a street serves a significant role as part of the overall City street system or where the abutting land use is a mixture of residential and non-residential, a fixed unit cost for the non-residential properties may be used for assessments. The amount of the fixed unit cost shall be established between the residential rate (minimum) and the actual cost of the improvements (maximum).

3. Street Overlay Assessment Policies

a) Bituminous Street Overlays: Bituminous street overlay rates shall be per the most current City Council resolution adopting special assessment rates. Bituminous street overlay rates are set to a target of fifty (50%) of the current estimated typical street overlay total project improvement costs. Generally, the only improvements to existing sidewalk as part of a bituminous overlay project are improvements to bring pedestrian ramps into compliance with the most recent American with Disabilities Act (ADA) standards per the City's ADA Transition Plan. New sidewalk added to a bituminous street overlay project would be assessed at the current sidewalk construction special assessment rate.

b) The unit cost for assessments shall be fixed, applied on an "adjusted frontage" basis. The unit cost shall be established by the City Council on an annual basis or at such other time as deemed appropriate by the Council. Non-residential properties abutting local streets may be assessed for up to 100% of the actual cost of street overlay improvements. At a minimum, the amount shall typically not be less than the fixed unit cost for residential properties.

c) Repair or replacement of existing curb and gutter, sidewalk, or other miscellaneous improvements done at the discretion of the City in conjunction with an overlay improvement shall be included in the fixed unit cost.

d) The costs for new curb and gutter, sidewalk, or other miscellaneous

improvements included with an overlay project shall be specially assessed to the abutting properties.

e) Costs for street overlays not funded from special assessments shall be a City Share, funded from the Capital Projects Revolving Fund, from General Obligation Bonding, or from other funding sources as may be available.

4. Sidewalk

a) In new developments, the costs for the installation of concrete sidewalks shall be entirely assessed to the abutting properties.

b) Costs for installing new sidewalks along existing streets as part of either a reconstruction or overlay or standalone sidewalk project shall be assessed against abutting properties at a fixed unit cost established annually by the City Council, or at such other time deemed appropriate, based on the "adjusted frontage." Costs not financed from special assessments shall be a City share.

c) In a case where a sidewalk is constructed on only one side of the street, the total cost of the improvement shall be assessed upon property abutting both sides of the street.

d) The cost of sidewalk replacement that is undertaken as part of a street reconstruction project shall typically be included in the fixed unit cost for the assessments to the abutting property owners.

e) It is the responsibility of the abutting property owner to keep sidewalks in good condition. If major repair or replacement of existing sidewalk becomes necessary, the City shall order such at the expense of the abutting property owner. If such repair becomes necessary due to conditions beyond the control of the property owner, (e.g. damage to the sidewalk by City contract work, routine City maintenance operations, work by utilities, etc. (but not damage done by tree roots), the City may at its discretion, pay or cause to be paid, either part or all of the cost of such repair or replacement.

5. Driveway Pavement.

a) New Construction – The City Council has declared that driveway pavement is of benefit only to the affected property and as such all costs of driveway construction shall be borne by the benefiting property.

b) Reconstruction – As part of the project, driveway approaches will be replaced from the back of curb to the property line, or to the point required for proper construction of the other improvements. Driveway surfacing shall be replaced in-kind, with the exception that previously unpaved driveway approaches will be constructed with bituminous surfacing.

6. Frontage Roads: Frontage roads along highways or other arterial streets are deemed to be of benefit only to the properties served. The entire cost of an improvement to a

frontage road shall be fully assessable to those properties.

7. Alleyway Improvements: Properties abutting alleyway improvements shall be assessed a prorated share, based on property frontage abutting the alleyway, of one hundred percent (100%) of the total alleyway project improvement costs.

8. New Street and Utility Construction: In new developments or subdivisions, improvement costs shall typically be levied on an equal basis per lot, if lots are of comparable size and function, or as otherwise outlined in the project Development Agreement. New street and utility construction shall be assessed one hundred percent (100%) of the total project improvement costs according to the most equitable method as determined solely by the City Council. Utilizing special assessments to fund new street and utility construction is solely at the discretion of the City Council. See Section **6 Private Development Requirements for Public Improvements and Assessment Considerations** for more information and requirements.

9. Utility Replacement –

a) Existing municipal utility facilities that are replaced or rehabilitated as part of an improvement project due to their age and condition are financed from the appropriate utility depreciation fund. Where utilities need to be replaced to provide additional capacity or service, the benefiting properties shall be assessed, at a minimum, the cost to provide for the additional capacity or service.

b) Trunk/Collector Sanitary Sewer

(1) The total cost of a sanitary trunk sewer (normally 10" or larger in residential areas) including lift stations and associated construction may be assessed on a per unit basis, area basis, or adjusted frontage basis where appropriate.

(2) A trunk sanitary sewer is designed to serve a specific service area determined by an engineering analysis. Where such a sewer does not provide direct service/connections to abutting properties, the total cost of the sewer should be assessed equally over the entire service area.

(3) Where a trunk sewer does provide direct service/connections to abutting properties, the equivalent cost of a lateral sewer (typically 8” diameter for residential areas) shall be assessed to the abutting properties. The cost to oversize the pipe diameter, to construct the sewer at a greater depth, or take other measures beyond that of a standard lateral sewer installation shall then be assessed over the remaining service area or shall be funded by the City. The single-family residential site is considered the base unit. Large tracts of land designated or used in an educational (school site), commercial, industrial, governmental, or institutional capacity shall be converted into base units for assessment purposes.

(4) This section shall not prevent the City from assessing special

benefits or creating special sanitary sewer trunk line assessment districts if deemed advisable and proper in a particular situation.

c) Lateral Sanitary Sewer

(1) The cost of a sanitary lateral sewer is assessed equally to each building site served by the lateral. Commercial, industrial, governmental or institutional units shall be assessed by area or by converting them into base or residential units.

(2) Lateral sanitary sewers shall be entirely assessed against benefited properties since there is an immediate availability of service.

(3) Connection charges are collected at the time of connection to the system. Charges are paid toward treatment plant bond amortization for previously constructed reserve capacity currently in service. A connection fee shall be normally collected when a sewer connection is obtained. If a parcel is subject to special (non-standard) connection charges, the City Council may elect to finance such a charge like a special assessment.

d) Trunk Watermain

(1) The cost of trunk watermains shall be assessed on an area basis that takes into consideration the areas served, looping, and total system area. This shall be determined by the City Council, utilizing data submitted by the City Engineer and the amount of benefit derived from the extension of a trunk watermain.

(2) The total costs of a watermain trunk including valves, valve boxes, manholes, and fire hydrants shall be assessed on an area and unit basis. The required capacity of the watermain trunk is calculated and the average flow requirements for various types of user demand are determined, in order to arrive at the unit charge. This charge is found by dividing the total watermain trunk costs by the number of units and area that can be served.

(3) A trunk watermain shall be a minimum of 8" in diameter, and shall typically be 10” or larger.

(4) An individual development project may not in itself require trunk watermain installation or watermain looping, but oversizing of the internal mains or looping may be necessary to provide adequate service and capacity for areas beyond. In such cases, the oversizing and/or looping cost in excess of a standard lateral main (8” diameter) shall either be assessed against the benefited areas or shall be otherwise financed by the City.

(5) Where deemed advisable and proper, the City shall establish a

special water distribution assessment district.

e) Lateral Watermain

(1) The cost of watermain laterals shall be assessed equally to each building site served by the watermain. Large tracts of land shall be converted into base or residential units for purposes of assessment.
(2) Lateral watermain systems shall be entirely assessed against benefited properties. Any unit that is directly served by a trunk system and thereby requires no lateral service shall be assessed an amount equal to cost of lateral watermain installation.

(3) Connection charges are collected at the time of connection to the system. Charges are paid toward pumping station, well, and tower bond amortization for previously constructed reserve capacity currently in service. A connection fee shall be normally collected when a water connection is obtained. If a parcel is subject to special (non-standard) connection charges, the City Council may elect to finance such a charge like a special assessment.

(4) Water and Sewer Service Line Repair or Replacement Maintenance. It shall be the responsibility of the property owner as a consumer of the municipal water system and a user of the municipal sewage system to keep water and sewer service lines, including all connections and shut off valves, in good working condition. If major repair or replacement of a service line becomes necessary, the City shall order such at the expense of the property owner following the procedures for miscellaneous assessment.

10. Storm Sewer and Drainage Improvements

a) Drainage improvements including but not limited to storm sewers, ditches, grading modifications, stormwater management best management practices and flood mitigation improvements assessments, or other installations for the conveyance and control of storm or ground water, shall typically be levied equally against each benefiting property owner based on contributing drainage area as calculated by the City Engineer or their representative.

b) Assessment Formula for Storm Sewer and Drainage Improvements

(1) Storm sewer or drainage improvements designed and constructed to serve a new development shall be assessed entirely to the development, except where the improvements are oversized or otherwise constructed beyond that required only for the drainage needs of the subdivision.

(2) Assessments to be levied against properties within an area benefited by storm sewer and drainage improvements shall in general be distributed on an area basis. In certain situations, adjustments may be

made at the discretion of the City Engineer for land use or “credits” granted to those properties that have on-site ponding or other drainage improvements that mitigate the runoff from the property.

(3) The "assessable unit" to be applied to drainage improvements shall be "area" expressed in terms of square feet or acres times a land-use multiplier if necessary for differing land uses or intensities.

(4) The "assessment rate" to be applied against all properties shall be equal to the "assessable cost" of the project divided by the total number of assessable units benefited by the improvement. Drainage districts that contain the area served by the improvement will be determined by the City Engineer.

11. Street Lighting. Unless unusual circumstances exist, such as excessive block length, the City shall provide standard street lighting at intersections without assessment. All ornamental or other non-standard street lighting installed shall be assessed on an "adjusted front" foot basis.

12. Non-Standard Cases – For improvements where the non-assessable frontage exceeds 20% of the total assessable frontage, the project may qualify for City General Obligation (G.O.) bond funding. The extent of the participation shall be contingent upon:

a) Whether the affected property has an active assessment.

b) Variance from minimum acceptable development standards (street width, pipe diameters, etc.)

c) Project costs in excess of "normal" city-wide averages.

d) Whether the affected property has received G.O. bond participation before

D. Current Assessment Rates

The assessment rates listed may change year to year depending on Council rate adjustments. Special assessment rates shall be set by council resolution as necessary (a copy of the current resolution is attached).

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2018-227

ADOPT SPECIAL ASSESSMENT RATES FOR 2019 - 2020

WHEREAS, the City levies special assessments against benefiting properties pursuant to Minnesota Statutes, Chapter 429, for street reconstruction, street overlays, and sidewalk construction, on a fixed per-unit basis.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby adopts the following schedule of Special Assessment Rates for 2019 and 2020:

	2019	2020
Street Reconstruction		
Low Density Residential Property	$74.00/l.f.	$75.50/l.f
High Density Residential Property	$81.50/l.f.	$83.00/l.f.
Commercial/Industrial/Institutional Property	$88.50/l.f.	$90.00/l.f
Credit for Salvaged Curb	(-)$15.00/l.f.	(-)$15.00/l.f.
Lead Water Service Replacement	$825.00/ea	$825.00/ea
Bituminous Street Overlays		
Low Density Residential Property	$20.50/l.f.	$21.00/l.f.
High Density Residential Property	$22.50/l.f.	$23.00/l.f.
Commercial/Industrial/Institutional Property	$24.50/l.f.	$25.00/l.f.
New Curb & Gutter Added	(+)$15.00/l.f.	(+)$15.00/l.f.
Sidewalk Construction		
Low Density Residential Property	$ 6.00/l.f.	$ 6.50/l.f.
Other Property	$22.50/l.f.	$23.00/l.f.

Date Adopted: November 13, 2018

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

E. Payment of Assessments

1. Assessments for residential and multi-family can usually be paid over a 15-year period or other time period as determined by City Council, through certification to property taxes as a special assessment. Interest rates vary but are set no more than 2% above the City's rate on the bond sale or 2% over the current bond rate average as determined by the Finance Director if the project is not funded in whole or in part by bond proceeds. The increased rate covers administration and collection of the assessments over the life of the repayment period.

2. Property owners may wish to make a payment to the City within 30 days of the Assessment Hearing. Property owners may choose to make a full or partial (25% minimum) payment. No interest will be applied to payments received within 30 days of the Assessment Hearing or as defined in the adopting resolution. Payments received after 30 days of the Assessment Hearing or after the date in the adopting resolution but before certification to Rice County (November 30) interest will be applied to the payment calculated from the date of the Assessment Hearing. The City will accept no more than two (2) payments up until the certification deadline (November 30) date. Unpaid balances will be certified to Rice County for payment with property taxes after November 30 of the year in which the Assessment Hearing was conducted.

3. It should be noted that if only a partial payment is made before certification to Rice County then the assessment balance can be paid over the same period as defined in the adopting resolution, typically 15 years.

F. Petition and Waiver (Consent Assessment)

1. Minnesota Chapter 429 provides for petition and waiver process by benefiting property owners as one of the methods to initiate said improvements. The City uses a petition and waiver process to complete miscellaneous improvements to properties that are in the best interest of the City. Examples include, widening a driveway or replacing a private sewer or water service at the time of a planned reconstruction or replacing sidewalk in conjunction with a City contract. Property owners sign a consent assessment agreement (a copy of which is included in Appendix A)

2. The City Council approved the use of the Petition and Waiver Process for financing reconstruction of water and sanitary sewer services through Resolution 2009-148.

3. The term of the assessment shall be based on the following:

Amount	Repayment	Interest Rate
Under $1,000	**1 year**	**2% over bond rate**
$1,001 to $3,000	**2 years**	**2% over bond rate**
$3,001 to $7,500	**5 years**	**2% over bond rate**
Over $7,500	**10 years**	**2% over bond rate**

G. Deferred or Delayed Assessments

1. Minnesota Statute Chapter 429 allows for deferred and delayed assessments. This section is only meant to cover the most frequent cases encountered by the City in past years. Minnesota Statutes shall govern in all cases.

2. A. Senior Citizen, Disability, National Guard and/or Military Reserves Deferrals

3. Minnesota Statutes 435.193 authorizes the City Council to enact said deferrals. Therefore, the City Council shall, at its discretion, defer the payment of an assessment for any homestead property owned by a person for who it would be a hardship to make the payment if the owner is one of the following:

a) A person who is 65 years of age or older.
b) A person who is retired by virtue of a permanent and total disability.
c) A member of the National Guard or other military reserves called into active service.

4. In order to determine financial hardship, the Finance Director (or his/her designee) shall review the applicant's income statement. As a general guideline, a financial hardship deferral is automatically met if household adjusted gross income is at or below 125% of the most recently published Federal Poverty Line issued by the Department of Health and Human Services. This financial hardship guideline is intended to make clear the standard basis for financial hardship and remain non-discriminatory in financial hardship reviews. However, the Finance Director (or his/her designee) may approve deferrals where extenuating circumstances exist as presented by the applicant.

5. It should be noted that a deferred assessment may accrue interest. The deferment comes due with accrued interest upon death of the owner, sale/transfer/subdivision of property, loss of homestead status of the property, or determination by the Council that requiring immediate or partial payment would impose no hardship.

6. Per Sec. 12-4, City Code of Ordinances

(a) General rule. The Council may defer the payment of any special assessment on homestead property owned by a person who is sixty-five (65) years of age or older, or who is retired by virtue of permanent and total disability. The administrator may record the deferment of special assessments where the following conditions are met:

(1) The applicant must apply for the deferment not later than ninety (90) days after the assessment is adopted by the Council;

(2) The applicant must be sixty-five (65) years of age, or older, or retired by virtue of permanent disability;

(3) The applicant must be the owner of the property;

(4) The applicant must occupy the property as a principal place of residence; and

(5) The applicant's income from all sources does not exceed the low-income limit as established by the department of housing and urban development as used in determining the eligibility for section VIII housing.

(b) Eligibility. The deferment will be granted for as long a period of time as the hardship exists and the conditions as aforementioned have been met. The applicant must notify the administrator of any change in applicant's status that would affect eligibility for deferment.

(c) End of deferment. The entire amount of deferred special assessments is due within sixty (60) days after loss of eligibility by the applicant. If the special assessment is not paid within sixty (60) days, the administrator must add thereto interest at the applicable rate for the bond issue for the project. If there is no bond issue for the project, interest will be fixed by resolution of the Council. The total amount of principal and interest from the due date through December 31 of the following year must be certified to the county auditor for collection with taxes the following year. If the applicant demonstrates, to the satisfaction of the Council, that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty (60) days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date (including principal and interest) with the balance thereafter paid according to the terms and conditions of the original special assessment.

(d) Termination. The option to defer the payment of special assessments terminates and all amounts accumulated plus applicable interest become due upon the occurrence of any one of the following:

(1) The death of the owner when there is no spouse who is eligible for deferment;

(2) The sale, transfer or subdivision of all or any part of the property;

(3) Loss of homestead status on the property; or

(4) Determination by the Council for any reason that there would be no hardship to require immediate or partial payment.

7. Deferment of Special Assessments - Agricultural Property

Per Sec. 12-5, City Code of Ordinances

The Council may defer the payment of any special assessments on agricultural land in accordance with the provisions set forth in Minnesota Statutes Section 273.111, commonly known as the "Green Acres Law."

8. Deferment of Special Assessments - Undeveloped Property

Per Sec. 12-6, City Code of Ordinances

(a) General rule. Pursuant to Minnesota Statutes, Section 429.061, subdivision 2,

the Council may, by resolution, defer the payment of any special assessments where the following conditions are met:

(1) The special assessments are greater than ten thousand dollars ($10,000.00); and

(2) The land to be specially assessed is unimproved property, five (5) acres or larger in size.

(b) Termination. The Council shall indicate in the resolution that the deferral of the payment of special assessments terminates and all amounts accumulated become due pursuant to the terms of the resolution, upon the occurrence of any of the following:

(1) Until a specified future year;

(2) Until the property is sold, transferred, platted; or

(3) Until building improvements are constructed on the property. The council shall also indicate in the resolution whether interest will accrue and be added to the principal, will be paid annually or, will be forgiven while the assessment is deferred, and, the number of installments in which the assessments are to be paid when the deferral terminates. However, in no event shall the last installment be paid more than thirty (30) years after the assessment was levied. If payment is not received by that time, no development of the property shall be permitted, nor shall any physical connection to the City's utility or drainage facilities be made to the property, until the assessment (or connection fee) is certified for collection.

9. Benefits Outside of City.

a) If the City installs utility facilities which benefit property lying outside the corporate limits, that area and the allocable costs shall be included in the original public hearing for the improvement.

b) The City may attempt to negotiate a contract with the owner of property outside the corporate limits which will provide payment to the City on the same basis as if the property were in the City, and assessed for the improvement as a prepayment upon completion of the project.

c) If such a contract cannot be executed, the City will assume temporary responsibility for cost allocable to the property lying outside the corporate limits. In that event, the original principle amount of the assessment, provided it had been assessed, plus interest at a rate determined by the Council, would accumulate for up to fifteen (15) years if no payment were received.

d) At a time when the property is annexed to the City, a public hearing may be held for that property and an assessment roll prepared, adopted and certified to the County Auditor. This assessment will be payable at the same rate and terms as were applicable at the time of the original assessment, although the total due will have increased.

e) The City shall reserve the right to delay the assessment for facilities previously

installed, and to make such assessment instead at the same time it constructs further improvements on the property after its annexation.

f) When property lies outside the city limits, no physical connection to the City's utility or drainage system will be permitted unless a utility agreement and contract is executed, which satisfies all costs.

10. Deletions from Assessment Rolls:

a) The City shall reserve the right to delete land within the assessable area from the assessment rolls if, in the opinion of the City, the land cannot be developed. Development of such a property shall not be permitted, nor shall any connection between the City's utility or drainage facilities be made to that property, unless and until an assessment (or connection fee) is adopted and certified for collection.

b) The City will assume temporary responsibility for payment of the cost allocable to the property. The original assessment principle, provided it had been assessed, shall be increased annually at a rate of interest determined by the City Council, up to a maximum of fifteen (15) years for which no payment is made. At that time a public hearing may be held for the property and an assessment roll prepared, adopted and certified to the County Auditor. This assessment will be payable at the same rate and terms as the original assessment, although the total due will have increased.

11. Special Assessment Delinquencies:

a) The City Administrator shall report to and file with the City Council, on an annual basis, a list of special assessment delinquencies within the City of Faribault.

b) For property in which a personal guarantee has been provided to secure the cost of installing public improvements and where the special assessments levied upon said property are delinquent, the City Council may declare the personal guarantee in default and seek satisfaction of same.

H. Nuisance Abatement, Maintenance, Repair, Replacement, or Emergency Work and Unpaid Service Charges Special Assessment Policy

1. The City may assess property owners for the maintenance, repair or replacement of private infrastructure or to public infrastructure that the property owner is responsible for that due to its condition presents a hazard to the health or safety of the general public or to public infrastructure.

a) Nuisance Abatement. As provided for by the Code of Ordinances, the City may undertake the abatement of nuisances such as mowing, weed removal, building demolition, and other work necessary provided proper notice is given the affected property owner. Cost of all work shall be billed to the property owner as a service charge.

b) Emergency Work and Unpaid Services Charges. The City reserves the right to undertake emergency work required to protect the health, safety, and general welfare of the public and charge the cost to the benefited property owner. In the event

that charges are unpaid the City will levy the cost as a special assessment following the requirement of Minnesota State Statutes.

2. In the event that a service charge remains unpaid the City reserves the right to levy the service charge as a special assessment following the requirements of Minnesota State Statutes. Examples of service charges are, but are not limited to, snow removal, permit fees, street/parking lot sweeping, water/sewer charges, and airport hangar rental.

3. Staff Procedures

a) Resolution declaring required maintenance repair or replacement to be undertaken.

b) Mail notice to affected property owner allowing thirty (30) days in which to respond to the City Engineer that work is under contract to be completed within a reasonable time frame given the improvement required.

c) If the property owner fails to respond to the notice or fails to undertake the work the City shall undertake the work and shall bill the property owner for the cost.

d) (Alternate) If property owner objects to the required work Staff shall proceed with a public hearing before the City Council prior to undertaking the work. The Council will determine whether the work is required.

e) If the property owner fails to make payment for the work when due, City Staff will initiate a special assessment hearing following the proper requirements of Minnesota State Statutes for assessment of the cost to the benefited property.

VII. Private Development Requirements for Public Improvements and Assessment Considerations

A. Assessment Policies for Construction of New Street and Surface Improvements

1. The assessments to be levied against properties within the benefited areas shall be distributed on the basis of the following provisions.

2. Construction of new streets and other public surface improvements shall be to the generally accepted engineering standards that are warranted for the project and shall typically be 100% specially assessed.

3. In certain cases, it may be necessary to "overdesign" or “oversize" a street improvement due to the needs of abutting properties, other properties serviced by the improvement, or the function of the street in the City’s transportation system. The additional cost attributed to the improvement’s "overdesign" or “oversize" may be specially assessed to the abutting properties needing the “overdesign” or to other properties benefiting from the improvement or may be funded in whole or in part as a City Share.

4. The "assessment rate" applied to each individual property shall be equal to the "assessable cost" of the project divided by the total number of assessable units benefiting from the improvement.

5. For low-density residential development, the assessable unit to be used for surface improvement assessments shall typically be per lot. For high-density residential or other development, the assessable unit to be used shall typically be either per lot, on a frontage basis, or on an area basis, unless otherwise specified by the City Council or otherwise specified in a project Development Agreement.

6. The cost of street or other surface improvement projects that receive federal, state, county or other funding shall be assessed to benefiting properties in an amount up to the equivalent cost of an improvement project constructed to the standards applicable for the needs of the benefiting properties. In other words, benefiting parcels of land shall be assessed based on “Local Street” costs, with the oversizing or additional construction costs due to other agency requirements being funded by other agencies or as a City Share.

7. Developers proposing projects that will be public infrastructure upon completion shall be completed as a Public Improvement Project and require the Developer to petition the City for said improvement according to the 429 process. 100% of the total project cost shall be paid by the petitioner(s) unless stipulated otherwise in a Development Agreement approved by the City Council.

B. Workmanship of Improvements by Private Developers.

1. In order to warrant a project for the life expectancy previously set forth, the City must have certain controls over the quality of materials, workmanship and design standards involved. The following policies provide this control:

2. Depending on work load of the City Engineering Department, three alternatives may be available for providing Engineering Services Private Improvements. The fees for the various options are based on the construction costs as determined by competitive bids let by the City or cost estimates provided by the Developer’s Consultant and approved by the City. A private developer may have his plans prepared by other than City staff under the following conditions. All plans, drawings, specifications and related documents shall be prepared by a professional engineer, registered in the State of Minnesota.

3. The developer shall enter into a Development Agreement with the City detailing the responsibilities associated with the construction of the improvements, including the type and amount of security to be provided to ensure proper completion of and reimbursement for the work or services rendered.

4. The developer shall be charged for the services noted below, at a value determined on a percent basis as indicated below in Table A, or otherwise agreed upon by the developer and the City before the project is begun, to be included as part of the project Development Agreement.

Table A – City Engineer Service Fees

Project Amount	Option 1	Option 2	Option 3
	15 %	9 %	5 %

Option 1 – In this case, the Developers are required to submit the required information for the platting process and the City Engineer will complete design, let the project and oversee the construction of the public utility and street improvements as well as perform the construction staking on the project based on sub-division monumentation provided by the Developers. The City Engineering services also include preparation of the sub-division agreement, general project administration, and attendance at all meetings, coordination of the development project through the City process including the review of the preliminary plat submittal, the final plat and preparation of the assessment role. Also included in the City Engineering services is project coordination with City, County and State Agencies as well as the application and payment for all local, state and federal permits required for the installation of City Utilities and Streets. Under Option 1 the City will produce as-built drawings (including ties to all service locations).

Option 2 – Same as Option 1 however, the Developers hire a private consulting engineering firm (consultant) to complete the final design engineering, plans and specifications. All consulting engineering firms are subject to approval by the City Engineer. The Developers have retained a Private Consultant to prepare the Plans and Specifications.

Option 3 – Same as Option 2, except that the Developers also retain the private consulting engineering firm to oversee the construction of the public utility and street improvements as well as perform the construction staking as well as to produce as-built drawings (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software).

1. Construction Staking - The Consulting Engineer shall be responsible for all staking services for grading, sanitary sewer, watermain, storm sewer, lot services, sidewalks, trails, and all roadway improvements, including curb elevations and centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.

2. Construction Inspection and Testing – The construction contract work shall include requirements for all contractors to perform testing that is identified as contractor responsibility under the governing specifications (latest editions of MnDOT Standard Specifications for Construction and CEAM Standard Specifications, and the project Special Provisions) and provide copies of all test results to the City. Access, coordination, and assistance with City personnel for other testing work being done by City shall also be included as part of the construction contract work.

3. Televising of Sanitary Sewers - The construction contract work shall include the televising of all sanitary sewers installed as part of the Public Improvements and a copy of said recording (on DVD) shall be provided to the City.

4. As-Built/Record Drawings – At the completion of construction, a full set of as-built drawings for the Site Grading and the Public Improvements (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software) shall be provided to the City.

All inspection and testing services that are the responsibility of the Developer shall be performed by competent personnel, currently certified by the Minnesota Department of Transportation in the areas of construction being performed as part of the Project, or having other certification of training acceptable to the City.

5. In order to warrant the construction for the life expectancy previously set forth, the City of Faribault will provide inspection of all phases of construction as set forth in the contract documents.

6. The City and its representatives shall at all times have access to the work in order to complete the services as herein provided, and the developer shall give the City timely notice of his readiness for inspections or other work to be rendered. Permits, licenses and easements, or permanent changes in existing facilities shall be secured and paid for by the developer.

7. The developer shall furnish the City with one reproducible copy of the construction plan “as-builts.”

8. Upon completion of sanitary sewers, storm sewers, watermains, curb and gutter, roadway base, surfacing, or sidewalk by the developer, the City will accept said public improvements by resolution and thereafter maintain them under a one-year guarantee to the City.

9. For property in which a personal guarantee has been given to secure the cost of installing public improvements, and where the special assessments levied against said property are delinquent, the City Council may declare the personal guarantee in default and seek satisfaction of the same.

VIII. Improvement Districts.

Nothing in this document shall prevent the City of Faribault from establishing within its limits "Improvement Districts" after a public hearing has been held with the appropriate published notice. These districts may be established to levy improvement costs over a particular area. Types of Improvement Districts are as follows:

A. Sanitary Sewer Trunkline Improvement Districts

Shall be established only through documented evidence presented by the City Engineer. Its purpose is to establish a region that benefits directly from installation or future installation of sanitary sewer trunklines.

B. Water Trunkline Improvement Districts

Shall be established only through documented evidence presented by the City

Engineer. Its purpose is to establish a region that benefits directly from installation or future installation of water trunklines.

C. Storm Sewer Improvement Districts

Shall be established only through documented evidence presented by the City Engineer. The purpose of the district is to acquire, construct, reconstruct, extend, maintain or otherwise improve the storm sewer system and related facilities within its boundaries. Storm water holding areas and ponds may also be so acquired, maintained and improved for the benefit of the district.

D. Sidewalk Improvement District

May be established in order to pay all or part of the cost of sidewalk construction or repair by apportioning the cost throughout the area benefited.

E. Neighborhood Park and Open Space Improvement District

Shall be established only through documented evidence presented by the City Planner and/or Parks and Recreation Director and information contained in the City of Faribault Park and Open Space Plan. The purpose of the district is to develop neighborhood parks and open space facilities within a neighborhood planning district, the cost of which can be assessed to the benefiting properties within the district.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-170 Accept Donations to Parks and Recreation Department

Background:

Donations are received on behalf of the Faribault Parks and Recreation Department. These monetary donations are received to support existing programs and to provide enhancements to the City of Faribault Parks and Recreation Department.

This is a request to accept the following donations for the designated areas:

Tommy Allen Scholarship Fund	$1500.00
Pet Parade	$ 150.00

Recommendation:

Staff recommends approval of Resolution 2021-170 Accept Donations to Parks and Recreation Department in the amount of $1,650.00.

Attachments:

1. Resolution 2021-170 Accept Donations to Parks and Recreation Department

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021- 170

ACCEPT DONATIONS TO PARKS AND RECREATION DEPARTMENT

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

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

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

Tommy Allen Scholarship Fund	$1,500.00
Pet Parade	$150.00

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of $1,650.00 for the specified funds.

Date Adopted: August 24, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DONATIONS

Tommy Allen Scholarship Fund	
Corky's Earlybird Softball Tournament	$1,500.00

Pet Parade	
Paddingtons Seed & Feed	$ 50.00
State Bank of Faribault	50.00
Weddings by Deb, LLC	30.00
Carol Chadderdon	20.00
Total	$ 150.00

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Approve Professional Engineering and Related Services Proposal for Northern Links Trail Connection

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Background:

The City's Capital Improvement Plan includes the construction of the last remaining segment of the Northern Links Trail between Hullett Avenue and North Alexander Park. This includes a railroad underpass beneath the Canadian Pacific Railroad just south of the railroad bridge over TH 3. This work is currently scheduled for calendar year 2023. The City was recently awarded $622,000 towards this project from the Minnesota Department of Transportation (MNDOT) Transportation Alternatives Program (TAP). These funds are federal funds and thereby require additional planning and review steps. Given the timelines associated with these additional review steps as well as the complexity of establishing a new railroad underpass crossing, the City has solicited a proposal for professional engineering and related services from Bolton and Menk, Inc (BMI). BMI was selected due to their history with the TH 21 and TH 3 trails and underpasses in 2010. Originally, the proposed railroad crossing was included in the 2010 project but was postponed due to budgetary constraints.

Recommendation:

Approve Professional Engineering and Related Services Proposal for Northern Links Trail Connection with Bolton and Menk, Inc.

Attachments:

1. TH 3 Northern Link Trail_Proposal 8-19-21a

BOLTON & MENK
Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

August 19, 2021

Mark DuChene, PE
Director of Engineering
City of Faribault
1200 Belview Trail
Faribault, MN 55021
mduchene@ci.faribault.mn.us

RE: Proposal for Design Professional Services
TH 3 Northern Link Trail
Faribault, Minnesota

Dear Mark,

Bolton & Menk, Inc., is pleased to present this proposal for professional services related to the proposed trail improvements adjacent to Trunk Highway 3 (20th Street NW) from the trail spur east of Hulett Avenue east to the existing trail on the east side of the Canadian Pacific Railroad in Faribault, MN. This proposal will define our scope of work and provide you with a not to exceed estimate of the cost of these services.

If this proposal and the attached terms are acceptable, please sign on the bottom of page 5 to verify your acceptance.

Thank you again for considering Bolton & Menk, Inc., for your civil engineering needs. We look forward to working with the City of Faribault and are excited for the opportunity to connect your trail systems along TH 3. I will personally serve as your lead contact on this project. Please contact me at 507-380-2464 or Jason.femrite@bolton-menk.com if you have any questions regarding our proposal.

Sincerely,

BOLTON & MENK, INC.

Jason L. Femrite, P.E.
Principal Engineer

BOLTON & MENK, INC.

Kyle A. Johnson, P.E.
Principal Engineer

Attachments: Terms & Conditions of Proposal (2 pages)
Estimated Hours (1 page)
Detailed Cost Estimate (1 page)

Description of Proposed Project

The project includes the proposed trail improvements adjacent to Trunk Highway 3 (20th Street NW) from the trail spur east of Hulett Avenue east to the existing trail on the east side of the Canadian Pacific Railroad in Faribault, MN.

Bolton & Menk is a civil engineering and surveying consulting firm providing professional services in multiple areas, including civil, water/wastewater, traffic/transportation, landscape architecture, water resources, engineering, environmental reviews, archeological services, and land surveying. Our core philosophy is to provide quality engineering and surveying services combined with a total commitment to client satisfaction. Our long-term relationships are directly related to our commitment to providing superior technical capabilities and our concern and sensitivity to our clients' goals, needs, and desires. We aim to assist clients in realizing their vision, not ours.

It is anticipated that the final design elements will consist of the following:

Project Management:

- Scope, schedule, and budget management
- Invoicing
- General client correspondence

Survey:

- Topographic Survey

Environmental Documentation:

- Review previous wetland delineations, perform wetland delineations as necessary and complete the Project Memorandum.

Civil Design:

- Identified right-of-way needs
- Final Design/Construction Documents

Permits and Approvals:

- Identify and apply for necessary permits
- DCP Checklist documentation
- Railroad Coordination

Scope of Work

Bolton and Menk, Inc. (BMI) will complete the following scope of work:

Project Management:

- Regularly monitor items pertaining to the project scope, schedule, and budget
- Provide monthly project invoices
- Participate in general client correspondence during the course of the project

Topographic Survey:

- Establish horizontal and vertical survey control, based on Rice County coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
  - Trees with diameters under 6 inches will be located, but the diameter will not be included
  - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
  - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
    - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Gopher One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
  - Storm Sewer, Watermain and Sanitary Sewer
    - Marked and/or visible structures and service lines
      - Catch basins and Manholes

        - Hydrants
        - Water valves and curb stops
    - Structure inventories
        - Rim elevations
        - Pipe sizes
        - Pipe inverts and direction of flow
  - Natural Gas, Communication (Phone/Cable) and Electric
    - Meters, transformers, and pedestals
    - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew

Environmental Documentation:

Environmental documentation will be completed as required. Bolton & Menk will evaluate the potential for natural and social impacts resulting from the project and discuss any required minimization or mitigation efforts. The Project Memorandum will be prepared consistent with standards set forth by MnDOT State Aid for Local Transportation. Any early coordination efforts would include review efforts of historical/archaeological sites and features, state and federal threatened and endangered species, and a review of the Natural Heritage Information System on rare plants and animals, native plants, and other rare features.

A wetland delineation will be performed for the project area to determine if wetlands are present and what, if any, mitigation or avoidance measures are needed.

Design/Construction Documents:

Based on the previous design and current design standards we will prepare complete design plans, technical specifications, and bidding documents for the trail improvements. Estimated to provide the following services.

A. *Trail Plan & Profile* – preparation of plan and profile drawings for the proposed trail improvements.

B. *Structural Design* – Independent structural calculations for an E80 loading, MnDOT Standard Plates and additional details as necessary to design the box culvert underpass to meet the requirements of Canadian Pacific Railroad.

C. *Storm Water Pollution Prevention Plan (SWPPP)* – in accordance with MPCA requirements. Bolton & Menk will prepare the necessary MPCA NPDES Permit Application. The Owner will be responsible for the permit fee.

D. *Tunnel Lighting* – a lighting plan will be prepared within the box culvert tunnel.

E. *Detail Sheet* – a detail sheet, showing standard details for the various construction items will be provided as part of the plan package.

F. *Bidding Documents & Technical Specifications* – Bidding documents will be generated following the either the EJCDC template or MnDOT State Aid template, whichever is required. Technical specifications following the City's acceptable product list and expectations will be prepared into the bidding documents.

Permits and Approvals:

A. *Permits* – It is anticipated that permit applications will be made to the MnDOT, Canadian Pacific Railroad & MPCA (NPDES). Fees associated with these permits will be provided by the City of Faribault.

B. *DCP Documentation* – In addition to the plans, specifications, and estimate package, federal aid projects require additional documentation per the DCP checklist. Bolton & Menk will prepare documents for submittal at the appropriate times in the project schedule to avoid delaying advertising.

C. *Private Utility Coordination* – Bolton & Menk will identify possible private utility conflicts with the private utility owners and work with those utility owners on developing relocation plans if relocations are warranted. This includes holding two (2) utility coordination meetings.

D. *Railroad Coordination* – The project hinges on a successful Canadian Pacific Railroad crossing. Our team will work with the City of Faribault and Canadian Pacific Railroad representatives to ensure a successful crossing agreement is reached. Our project manager and lead structural engineer will attend up to four (4) meetings with the railroad. Bolton & Menk will provide the necessary figures for the railroad permit and/or easement.

Assumptions

This proposal is based upon the following assumptions:

A. If any easement or right-of-way work is needed with this project, we would handle that on a case-by-case basis and would be provided as additional services.

B. The City of Faribault has indicated that initial discussions with the railroad that they are still in

agreement with allowing a trail under their facility. Bolton & Menk's railroad coordination time assumes that the four meetings needed will be to review railroad requirements and review plans at the various design stages. If a detailed structural design beyond a box culvert using MnDOT Standard Plates is required, Bolton & Menk will provide the work as an additional service.

C. Surveying properties in your area is often challenging due to the age and poor quality of the original platting, and as such, Bolton & Menk, Inc. reserves the right to re-negotiate the estimated costs should the preliminary field work indicate there are substantial complicating circumstances regarding property boundaries that were not apparent prior to arriving at the site. This determination will be made as quickly as possible upon commencement of the survey. We will contact you immediately for a directive if needed.

D. Fees associated with hiring an excavator to dig for section corners will be billed as extra cost.

E. Features within the proposed sites required to be located will be mostly clear of snow and ice cover prior to the field staff starting work.

F. We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.

G. Bolton & Menk, Inc. staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.

H. The relative positional accuracy of the boundary survey shall not exceed 0.07 feet (or 20 mm) + 50 ppm or have an error of closure greater than 1/30000.

I. Bolton & Menk will perform the services outlined in the proposal for the stated fee. Changes required by the client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope of services, or title issues that may arise (gaps/overlaps, poor legal descriptions, etc.) will be considered additional services and will be invoiced on an hourly basis in addition to the stated fee.

J. Any requested/required studies (for example but not limited to the State Historical Preservation Office, US Fish & Wildlife Service…etc.) not clearly mentioned above would be performed by others or as additional services.

K. The Client will be responsible for signing and providing the appropriate fees for the required permit(s).

L. Geotechnical services including soil borings shall be done by others, or provided as additional services

M. Any required onsite or coordination meetings above the identified in the scope shall be provided at $400/meeting (Engineer)

N. Full or part time construction observation is not included in this proposal or provided as additional services.

O. Lighting design is limited to the box culvert and additional trail lighting would be provided as an additional service.

Fees

The above-described work will be completed as follows:

TASKS	FEE BASIS	COST
I. Project Management	Hourly, Not to Exceed	$2,332
II. Topographic Survey	Hourly, Not to Exceed	$7,984
III. Environmental Documentation	Hourly, Not to Exceed	$11,496
IV. Design/Construction Documents	Hourly, Not to Exceed	$50,812
V. Permits and Approvals	Hourly, Not to Exceed	$12,362
Total		**$84,986**
Additional Services/Plan Revisions	Hourly at our standard hourly rates	

Schedule

The construction documents can be completed at a timeline agreeable to both the City of Faribault and Bolton & Menk, Inc.

Approvals and Signatures

Client acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of the Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by BMI, including reasonable attorney's fees, in the event of default by the Client.

Offered by Bolton & Menk, Inc.	Accepted by:
Jason L. Femrite / Principal Engineer	
Print Name/Title	**Print Name/Title**
08-19-21	
Signature and Date	**Signature and Date**

Terms of Proposal
Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in the services.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information, and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations, and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended

for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Agreement, from any cause or causes. Client waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

P. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

T. LIEN RIGHTS: Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

"(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Approve Professional Engineering and Related Services Proposal for TH 3 Trunk Sanitary Sewer Replacement

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Background:

The City's capital improvement plan includes the replacement/upsizing of the trunk sanitary sewer main adjacent and within TH 3 from approximately the Crossroads Professional Building to 2nd Avenue NW. The current pipe is undersized, as recently confirmed through the completion of the City's Comprehensive Sanitary Sewer Plan. This work is currently scheduled for calendar year 2023 and is proposed to be done in conjunction with the Nothern Links Trail connection project as a portion of the trunk line will run under the proposed trail as well as both projects involve coordination and permitting with Canadian Pacific Railroad for the crossing under their tracks. The City has solicited a proposal for professional engineering and related services from Bolton and Menk, Inc (BMI) to design and work through the permitting process for this project. BMI was selected for this project due to their proposed involvement in the Northern Link Trail connection related project which affords some savings in their proposal do to some scope overlap as well as they were the consultant that completed the City's Comprehensive Sanitary Sewer Plan.

Recommendation:

Approve Professional Engineering and Related Services Proposal for TH 3 Trunk Sanitary Sewer Replacement wtih Bolton and Menk, Inc.

Attachments:

1. TH 3 Sanitary Sewer Improvements_Proposal

BOLTON & MENK
Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

August 16, 2021

Mark DuChene, PE
Director of Engineering
City of Faribault
1200 Belview Trail
Faribault, MN 55021
mduchene@ci.faribault.mn.us

RE: Proposal for Design Professional Services
TH 3 Sanitary Sewer Extension and Capacity Improvements
Faribault, Minnesota

Dear Mr. DuChene,

Bolton & Menk, Inc., is pleased to present this proposal for professional services related to the proposed sanitary sewer extension and capacity upgrades along T.H. 3 (20th Street NW) from Hulett Avenue East to 2nd Ave NW in the city of Faribault, MN. The following proposal will define our scope of services and provide you with a not to exceed estimate of costs to complete this work. If this proposal and the attached terms are acceptable, please sign on the bottom of page 5 to verify your acceptance.

Thank you again for considering Bolton & Menk, Inc., for your civil engineering needs. We look forward to working with the City of Faribault and are excited for the opportunity to improve/upgrade your sanitary sewer system along this project corridor. I, Jason Femrite, will personally serve as your lead contact on this project and will work with our internal pipeline and trenchless services team to ensure that the most cost-effective construction solutions are identified and effectively put into use on your project. Please contact me at 507-380-2464 or Jason.femrite@bolton-menk.com if you have any questions regarding our proposal.

Sincerely,

BOLTON & MENK, INC.

Jason L. Femrite, P.E.
Principal Engineer

BOLTON & MENK, INC.

Mitchell R Hoeft

Mitchell Hoeft, P.E.
Principal Engineer – Trenchless Services

Attachments: Terms & Conditions of Proposal (2 pages)

Description of Proposed Project

The TH 3 Sanitary Sewer Extension and Capacity Improvement Project includes general sewer replacement and upsizing of the existing sanitary sewer system (or the installation of a parallel pipe system) that runs along Trunk Highway 3 from Hulett Avenue East to 2nd Ave NW in Faribault, MN. This project is critical in supporting future growth and redevelopment initiatives of the community. To ensure project success, multiple steps will be taken to ensure that the project is well designed for construction.

The first stage of the project includes the completion of the topographic survey. During this process will document existing conditions of the project area and help to determine if space is available to provide additional redundant pipe systems to the project corridor. Survey of the project area is extensive and will need to be started early in the project design stage to facilitate the feasibility planning and general project design.

The next step includes a general review of the City's existing sanitary sewer comprehensive plan to better understand future capacity needs of the trunk sewer system. During this stage Bolton and Menk will review existing and proposed capacity needs of the system and work to better understand applicable construction means and methods for supporting that need. A brief feasibility report will be provided which will lay out the alternatives that were considered and the final recommended construction approach for this project.

Finally, upon completion of the feasibility study, and agreement with the proposed construction method selection, Bolton and Menk will create project plans and specifications which will document the work to be completed on site and provide direction for the contractor when working in the City. These plans will be prepared for the purpose of publicly bidding this project.

Bolton & Menk is a civil engineering and surveying consulting firm providing professional services in multiple areas, including civil, water/wastewater, traffic/transportation, landscape architecture, water resources, engineering, environmental reviews, archeological services, and land surveying. Our core philosophy is to provide quality engineering and surveying services combined with a total commitment to client satisfaction. Our long-term relationships are directly related to our commitment to providing superior technical capabilities and our concern and sensitivity to our clients' goals, needs, and desires. We aim to assist clients in realizing their vision, not ours.

It is anticipated that the final design elements will consist of the following:

Survey:

- Topographic Survey

Civil Design:

- Feasibility Report – Review the Sanitary Sewer Comprehensive Plan Update and analysis of the sizing options and alignments of the proposed sewer improvements.
- Final Design/Construction Documents

Scope of Work

Bolton and Menk, Inc. (BMI) will complete the following scope of work:

Topographic Survey:

- Establish horizontal and vertical survey control, based on Rice County coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
  - Location of downspouts, rain leaders, stoops and steps
  - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
    - The building lines and corners will have a horizontal accuracy of ±0.03 feet
  - Exterior building lines adjoining the proposed expansions will be dimensioned to the nearest hundredth of a foot; said building lines are identified in purple on the attached sketch
    - Horizontal accuracy of ±0.03 feet
  - Exterior building lines not adjoining the proposed expansions will be dimensioned to the nearest tenth of a foot
    - Horizontal accuracy of ±0.10 feet
  - Interior finished floor elevations will be obtained to a vertical accuracy of ±0.01 feet at designated locations
  - Building addresses

- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees located within the survey limits
  - Tree sizes to be included
- Landscaping and individual trees will be located
  - Tree sizes to be included
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
  - Trees with diameters under 6 inches will be located, but the diameter will not be included
  - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
  - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
    - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Gopher One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
  - Storm Sewer, Watermain and Sanitary Sewer
    - Marked and/or visible structures and service lines
      - Catch basins and Manholes
      - Hydrants
      - Water valves and curb stops
    - Structure inventories
      - Rim elevations
      - Pipe sizes
      - Pipe inverts and direction of flow
  - Natural Gas, Communication (Phone/Cable) and Electric
    - Meters, transformers, and pedestals
    - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew

Feasibility Report:

- Bolton & Menk, will prepare a feasibility report that reviews the *Engineer's Report for Sanitary Sewer Comprehensive Plan Update* for design considerations for this segment of sanitary sewer. We will develop sewer alignment and sizing options including costs for the City to consider. This report will also identify the potential right-of-way or easement needs for the identified improvement.

Design/Construction Documents:

Based on the recommendations that are generated from the Feasibility Report we will prepare complete design plans, technical specifications, and bidding documents for the sanitary sewer improvements. Estimated to provide the following services.

A. *Sanitary Sewer Plan & Profile* – Preparation of plan and profile drawings for the proposed sanitary sewer improvements including temporary service and abandonment of the existing system.

B. *Storm Water Pollution Prevention Plan (SWPPP)* – in accordance with MPCA requirements. Bolton & Menk will prepare the necessary MPCA NPDES Permit Application. The Owner will be responsible for the permit fee.

C. *Detail Sheet* – a detail sheet, showing standard details for the various construction items will be provided as part of the plan package.

D. *Bidding Documents & Technical Specifications* – Bidding documents will be generated following the EJCDC template. Technical specifications following the City's acceptable product list and expectations will be prepared into the bidding documents.

E. *Permits* – It is anticipated that permit applications will be made to the MnDOT, Canadian Pacific Railroad & MPCA (NPDES). Fees associated with these permits will be provided by the City of Faribault.

Assumptions

This proposal is based upon the following assumptions:

A. If any easement or right-of-way work is needed with this project, we would handle that on a case-by-case basis and would be provided as additional services.

B. Surveying properties in your area is often challenging due to the age and poor quality of the original platting, and as such, Bolton & Menk, Inc. reserves the right to re-negotiate the estimated costs should the preliminary field work indicate there are substantial complicating circumstances regarding property boundaries that were not apparent prior to arriving at the site. This determination will be made as quickly as possible upon commencement of the survey. We will contact you immediately for a directive if needed.

C. We assume that the design survey will be utilized from the Trail Improvement Project for that portion of this alignment.

D. Fees associated with hiring an excavator to dig for section corners will be billed as extra cost.

E. Features within the proposed sites required to be located will be mostly clear of snow and ice cover prior to the field staff starting work.

F. We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.

G. Bolton & Menk, Inc. staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.

H. The relative positional accuracy of the boundary survey shall not exceed 0.07 feet (or 20 mm) + 50 ppm or have an error of closure greater than 1/30000.

I. Bolton & Menk will perform the services outlined in the proposal for the stated fee. Changes required by the client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope of services, or title issues that may arise (gaps/overlaps, poor legal descriptions, etc.) will be considered additional services and will be invoiced on an hourly basis in addition to the stated fee.

J. Any requested/required studies (for example but not limited to the State Historical Preservation Office, US Fish & Wildlife Service…etc.) not clearly mentioned above would be performed by others or as additional services.

K. Wetland Delineation and mitigation is not anticipated with this site. If required will be provided as additional services.

L. The Client will be responsible for signing and providing the appropriate fees for the required permit(s).

M. Geotechnical services including soil borings shall be done by others, or provided as additional services and compensation.

N. Any required onsite or coordination meetings above the identified in the scope shall be provided at $400/meeting (Engineer)

O. Full or part time construction observation is not included in this proposal or provided as additional services at a later date.

P. Construction administration assistance can be provided as additional services and we can work to define our role at the end of the design process.

Q. Project related communication will be drafted by Bolton and Menk but printing/mailing will be provided by the City of Faribault as needed.

Fees

The above-described work will be completed as follows:

TASKS	FEE BASIS	COST
I. Topographic Survey	Hourly, Not to Exceed	$8,500
II. Feasibility Report	Hourly, Not to Exceed	$12,500
III. Design/Construction Documents	Hourly, Not to Exceed	$65,000
Additional Services/Plan Revisions	Hourly at our standard hourly rates	

Schedule

The feasibility report work and general project design will be completed at a timeline agreeable to both the City of Faribault and Bolton & Menk, Inc.

Approvals and Signatures

Client acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of the Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by BMI, including reasonable attorney's fees, in the event of default by the Client.

Offered by Bolton & Menk, Inc.	Accepted by:
Jason L. Femrite / Principal Engineer	
Print Name/Title	**Print Name/Title**
08-13-2021	
Signature and Date	**Signature and Date**

Terms of Proposal
Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in the services.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information, and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations, and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended

for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Agreement, from any cause or causes. Client waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

P. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

T. LIEN RIGHTS: Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

"(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Dustin Dienst, Fire Chief
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-176 Authorization to Apply for the Compeer Financial Emergency Response Equipment Grant

Background:

The Faribault Fire Department is committed to and expected to provide a timely, safe and effective service to the citizens of our response district.

Replacing our aging equipment with the newest technology allows us to maintain safety and effectiveness for both emergency and non-emergency calls. We currently use a single gas monitor that is designed to pinpoint an explosive gas leak. This piece of equipment is 20 years old and is becoming unreliable. We had budgeted to replace this piece of equipment but an opportunity to apply for a grant to help pay for a new gas monitor presented itself.

Compeer Financial has an Emergency Response Equipment Grant just for situations like this. It is a non-matching grant which, if awarded, will pay the entire cost of the four (4) gas monitors that we are asking for. The cost of the new gas monitor is $2,040.

Recommendation:

Approve Resolution 2021-176 authorizing the fire department to apply for the Compeer Financial Emergency Response Equipment Grant for the purchase of a new gas monitor.

Attachments:

1. Resolution 2021-176 Apply for the Compeer Financial Emergency Response Equipment Grant
2. Compeer Grant

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-176

AUTHORIZATION TO APPLY FOR THE COMPEER FINANCIAL EMERGENCY RESPONSE EQUIPMENT 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 gas monitors to check for dangerous levels of various gases and must replace these monitors with the latest technology available periodically; and

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

WHEREAS, Compeer Financial has an Emergency Response Equipment 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 Compeer Financial Emergency Response Equipment Grant.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to apply for the Compeer Financial Emergency Response Equipment Grant.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

City Of Faribault

GRANT SUMMARY FORM

Pre-Application ☑ Application ☑ Award Acceptance ☐ Amendment ☐

Department: Fire

Contact Person: Alex Bolster and Dustin Dienst

Grant Name: Compeer Fincial Emergency Response Equipment Grant

Grantor: Compeer Financial

Total Project Cost: $ 2,040.00 Total Award Amount: _____

Total Cash Match: $ 0.00 Total In-Kind Match: _____

Application Date: 08/11/21 Grant Period From 08/01/21 To 08/31/21

Funding Type (Federal, State, Other): _____

CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

We are looking to update our current gas monitor to a new Sensit Gold G2 four gas monitor. This is the same gas monitor that Xcel Energy uses to locate gas leaks and evaluate air quality/conditions for the safety of firefighters and the community.

How is the Match Amount Determined::

Fixed Amount: _____ or % of project cost 0.00% 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: _____

Director Approval

Administrator Approval

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-177 Approve Acquisition of 55 Willow Street (PID 18.31.4.26.001) and Authorize the Execution of the Purchase Agreement

Background:

At the August 10, 2021 City Council meeting, the Council formalized, via motion, an offer to purchase 55 Willow Street (PID 18.31.4.26.001) for $550,000, and authorized Staff to prepare a Purchase Agreement. A Purchase Agreement was drafted and presented to the seller. The seller accepted the offer and agreed to the details in the Purchase Agreement. The Purchase Agreement outlines the purchase price ($550,000.00), establishes the responsibilities of both the buyer and seller, and identifies a closing date of on or before September 30, 2021.

Recommendation:

Approve Resolution 2021-177 Approve Acquisition of 55 Willow Street (PID 18.31.4.26.001) and Authorize the Execution of the Purchase Agreement.

Attachments:

1. Resolution 2021-177 Approve Acquisition of 55 Willow Street and Authorize Execution of PA

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-177

APPROVE ACQUISITION OF 55 WILLOW STREET (PID 18.31.4.26.001) AND AUTHORIZE THE EXECUTION OF THE PURCHASE AGREEMENT

WHEREAS, Vernon R. Blow and Theresa A. Blow (the "Seller") are the owners of real estate located at 55 Willow Street, Faribault, Rice County, Minnesota, and which is legally described in the Agreement as hereinafter defined (the "Property"); and

WHEREAS, the City of Faribault (the "City") desires to purchase the Property from the Sellers; and

WHEREAS*,* the City has followed applicable statutory provisions and the City finds that the purchase of the Property will fulfill the objectives, goals and mission of the City; and

WHEREAS*,* the City has prepared a Purchase Agreement (the "Agreement") providing for the terms and conveyance of the Property from the Seller to the City, with such Agreement being as set forth in Exhibit A and incorporated into and made a part of this Resolution.

NOW, THEREFORE BE IT RESOLVED, that the recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

ALSO, BE IT RESOLVED, that the purchase price for the property is $550,000.00 pursuant to the terms of the Agreement, which is also approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement**.**

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents, including but not limited to the Agreement, to effectuate the transaction contemplated by this Resolution.

ALSO, BE IT RESOLVED, that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Exhibit A

PURCHASE AGREEMENT

Faribault, Minnesota

_____, 2021

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES AND OBLIGATIONS CONTAINED HEREIN, the City of Faribault, a Minnesota municipal corporation under the laws of the State of Minnesota, whose business address is 208 1st Avenue NW, Faribault, MN 55021, ("Buyer") and Vernon R. Blow and Theresa A. Blow, husband and wife, whose business address is 55 Willow Street, Faribault, MN 55021 ("Seller"), agree to the following Purchase Agreement ("Agreement").

THE CONDITIONS AND TERMS OF THIS PURCHASE AGREEMENT INCLUDE THE FOLLOWING:

1. **SUBJECT PROPERTY:** The Seller is the owner of certain real estate (the "Property") located in Rice County, Minnesota, which is legally described on the attached Exhibit A.

2. **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.

3. **ACCEPTANCE DEADLINE:** This Agreement shall be null and void unless it has been executed by both Seller and Buyer by August 31, 2021 or upon such other date agreed upon by the parties.

4. **PURCHASE PRICE AND TERMS:**

A. **PURCHASE PRICE.** The purchase price (the "Purchase Price") for the Property shall be Five Hundred Fifty Thousand and No/100 Dollars ($550,000.00) payable as follows: Fifty Thousand and No/100 Dollars ($50,000.00) on or before August 27, 2021 and Five Hundred Thousand and No/100 Dollars ($500,000.00) at Closing by certified check or other immediately available funds.

B. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller agrees to execute and shall deliver to Buyer:

1. Warranty Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):

a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;

b) Easements and restrictions of record which do not interfere with Buyer's intended use of the Property;

c) Reservation of any minerals or mineral rights in the State of Minnesota, if any.

2. Standard form affidavit of Seller showing no bankruptcies, judgments or mechanics' liens affecting the Property.

3. Certificate that Seller is not a foreign national.

4. Well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to subparagraph a. above must include the following statement: "The Seller certifies that the seller does not know of any wells on the described real property."

5. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.

6. Certificate of Real Estate Value (CRV).

7. The Buyer is responsible for the preparation of all closing documents.

C. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING.** At Closing, Buyer shall deliver the following to Seller:

1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.

5. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a warranty deed (prepared by Buyer) conveying marketable title to said Property, subject only to the following exceptions:

A. Building and zoning laws, ordinances, state and federal regulations;
B. Reservation of any mineral rights by the State of Minnesota;
C. Utility and drainage easements which do not interfere with existing improvements.

6. POSSESSION: Subject to the personal property and removal rights granted by Buyer to Seller as set forth in Paragraph 12.G. of this Agreement, Seller agrees to deliver possession not later than the date of closing.

7. COSTS AND PRORATIONS: Seller and Buyer agree to the following prorations and allocations of costs regarding this Agreement:

A. Deed Tax. Buyer shall pay all state deed tax regarding a Warranty Deed and any other documents necessary to place record title in the condition warranted and to be delivered by Seller under this Agreement.

B. Taxes and Assessments. The real estate taxes due and payable in 2021 are commercial/industrial classification. The Seller and Buyer agree to prorate as of the date of actual closing all real estate taxes due and payable in 2021, the year of closing. Buyer shall pay the real estate taxes due and payable in the year 2022 and thereafter. The Seller makes no warranties as to the real estate tax classification status of property in 2022. Buyer shall pay all special assessments due and payable and levied as of the date of closing. Buyer shall pay all special assessments levied on said Property after the date of closing. Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments which shall be assessed or levied against the Property subsequent to the date of this Agreement.

C. Recording Costs. Buyer shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the cost of recording all other documents.

D. Closing Costs. Buyer shall pay the cost of the title commitment fee and closing fee, if any.

E. Legal Expenses. The Buyer and Seller shall each be responsible and pay their respective legal fees.

8. TITLE EXAMINATION/CURING TITLE DEFECTS: As soon as reasonably possible after execution of this Agreement by both parties,

A. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or to Buyer's designated title service provider; and

B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 90 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

9. **DEFAULT:** If the title to the Premises be found marketable or be so made within said time, and Buyer shall default in any of the covenants contained in this Agreement and continue into default for a period of ten (10) days, then and in that case, Seller may terminate this Agreement and on such termination all the payments made under this Agreement shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement provided this Agreement shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

10. **CONTINGENCIES:** This Agreement is subject to the following contingencies:

A. General Inspection. This Agreement is contingent upon Buyer's inspection of the Property disclosing, in the Buyer's sole discretion, no unsatisfactory conditions, not later than thirty (30) days of the signing and acceptance of the Agreement by all parties. Buyer and Buyer's agents shall have a reasonable right of access to the Property at reasonable times prior to closing, solely for the purpose of inspecting the Property.

B. Approval of Board. This Agreement is contingent upon approval of this Agreement by the City Council of the City of Faribault.

11. **WELL AND SEPTIC SYSTEM DISCLOSURE:** The Seller certifies that Seller does not know of any wells on the described real Property. Provided however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law will be borne by the Seller. If the well is not sealed by the date of closing, Seller shall escrow a sum equal to two times the bid price from a licensed well sealing contractor to complete the sealing process. Seller shall prepare, execute and file any required well certificate at or before closing. If the Property has a septic system, Seller agrees to provide water quality test results and/or septic system certification as required by state law or local ordinance.

12. **OTHER GENERAL AND SPECIAL WARRANTIES:**

A. Mechanic's Liens. Seller warrants that, prior to the closing date, Seller has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping, etc.) to the Property, if any.

B. Buildings. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property.

C. Notices. Seller warrants that Seller has not received any notice from any

governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.

D. Sewer and Water. Seller warrants that the Property is connected to city of Faribault sewer and water.

E. Seller Authority. Seller warrants that Seller is the owner of the Property, that Seller has full authority to enter into this Agreement for the sale of the Property, and that there are no other parties who hold any unrecorded interests in the Property.

F. Authority of Seller Signatories. The signatories to this Agreement represent and warrant that he or she is the Seller or they are the representatives of the Seller and that they have the authority to enter into this Agreement on Seller's behalf.

G. Personal Property and Fixtures. Buyer grants Seller permission to remove any and all personal property and fixtures with such removal of Seller's personal property and fixtures to be permitted by the Buyer no more than five (5) calendar days subsequent to the closing of the Property. The Buyer and Seller acknowledge that the Buyer will be the owner and in possession of the Property and that Seller shall be allowed reasonable access to the Property to effectuate this provision.

H. Survey. Within ten (10) days after the date hereof, Seller shall deliver to Buyer copies of any survey relative to the Property which Seller has in its possession or subject to its control.

13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER: All of the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the closing of the transaction contemplated herein and the delivery of any documents provided for herein and shall not be merged into any other agreement.

14. RISK OF LOSS: Buyer is purchasing the property in its present condition and plans to relocate/remove any structures.

15. TIME OF ESSENCE: Time is of the essence in this Agreement.

16. CLOSING DATE AND LOCATION: Upon any required approval by the City of Faribault City Council, this Agreement for the sale of the above described Property shall be closed on or before September 30, 2021, or upon such other date agreed upon by the parties. The delivery of all papers and monies shall be made at the city hall offices of the City of Faribault and/or at the offices of a closer at the choosing of the City of Faribault. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new

closing date.

17. **ADDITIONAL DOCUMENTS:** Buyer and Seller agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.

18. **NOTICES:** Any notice required or permitted to be given by any party upon the other is given in accordance with the Agreement if it is directed to the Seller by delivering it personally to the Seller; or if it is directed to the Buyer, by delivering it personally to an officer of the Buyer; or to either party if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted to either party by facsimile, copy followed by mailed notice as above required; or if deposited by either party, cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

IF TO THE SELLER:

Vernon R. & Theresa A. Blow
16251 Ames Way
Faribault, MN 55021

IF TO THE BUYER:

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

AND COPY TO:

Scott J. Riggs
KENNEDY & GRAVEN, CHARTERED
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.

The delivery of all papers and monies pursuant to this Agreement are to be made at the offices of the City of Faribault, 208 1st Avenue NW, Faribault, MN 55021.

19. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts by the parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

20. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.

21. **WAIVER OF RELOCATION BENEFITS:** The Buyer has notified the Seller that (a) the Buyer only seeks to acquire the Property by voluntarily conveyance; (b) the parties mutually initiated negotiations; and (c) if negotiations fail, the Buyer will not acquire or undertake acquisition of the Property by eminent domain. Seller represents and warrants that no person will be displaced or otherwise entitled to relocation benefits as a result of the sale of the Property, and that there are no tenants or other persons in possession of the Property other than Seller. Seller acknowledges that, absent this Agreement, Buyer would not acquire the Property and specifically would not exercise its power of eminent domain to acquire the Property. Seller agrees to defend and indemnify the Buyer against any claims made by any third parties for relocation benefits or services.

Further, the Buyer and Seller acknowledge that the Seller may be entitled to relocation benefits pursuant to Minnesota Statutes Chapter 117. The Buyer and Seller acknowledge that the Purchase Price for the Property includes payment for any and all relocation benefits. As such, the Seller acknowledges that no relocation benefits are applicable to the Property. Pursuant to Minnesota Statutes Section 117.521, the Seller may voluntarily waive any relocation assistance, services, payments and benefits, for which Seller is eligible under Chapter 117 by signing a waiver agreement specifically describing the type and amounts of relocation assistance, services, payments and benefits for which the Seller is eligible, separately listing those being waived, and stating that the agreement is voluntary and not made under any threat of acquisition by eminent domain by the Buyer. Prior to execution of the waiver agreement by the Seller, the Buyer shall explain the contents of the agreement to the Seller. The Seller has agreed to enter into such an agreement with the Buyer and shall do so prior to closing on the Property.

22. **CHOICE OF LAW AND VENUE**; **INTERPRETATION:** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

23. **NO BROKERS INVOLVED:** The Buyer and Seller have not entered into a contract to engage the services of a real estate broker regarding this transaction.

24. **CUMULATIVE RIGHTS:** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.

25. **ASSIGNMENT:** Buyer may not assign its rights and obligations under this Agreement to another entity.

26. **CAPTIONS, HEADINGS OR TITLES:** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.

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NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

The undersigned, owners of the above Property, do hereby approve the above Agreement and the sale thereby made of the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

SELLER:

By: _____
Vernon R. Blow

Dated: _____, 2021.

By: _____
Theresa A. Blow

Dated: _____, 2021.

The undersigned does hereby approve the above Agreement and agrees to purchase the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

BUYER: City of Faribault

By: _____
Kevin F. Voracek, Mayor

Dated: _____, 2021.

By: _____
Timothy C. Murray, City Administrator

Dated: _____, 2021.

EXHIBIT A

LEGAL DESCRIPTION

(To be inserted prior to execution)

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Economic Development Authority
FROM:	Tim Murray, City Administrator
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-178 Approve Appointment to the Economic Development Authority

Background:

Due to a resignation, there is a vacant seat on the Economic Development Authority (EDA). The City Council reviewed the three applications that had been submitted at their August 10, 2021 Work Session, but were split on a selection. It was recommended to refer the matter to the EDA to get their opinion/recommendation on the appointment. Following the Work Session, and prior to the EDA meeting on August 19, 2021, a second resignation was received from a member of the EDA, resulting in two vacancies needing to be filled.

The EDA reviewed the applications and made the following recommendations to the City Council. First, appoint Will Fort to fill the vacant seat with a term expiring on January 12, 2027. Second, leave the second seat open at this time to allow additional applications to be submitted for consideration, with the EDA then reviewing the applications at their September 16, 2021 meeting to provide a recommendation to the City Council for the appointment.

If the Council concurs with the EDA recommendations, the attached resolution should be approved as submitted. If not, then I would recommend the Council pull this item from the Consent Agenda for discussion, to provide additional direction on filling the vacancies.

Recommendation:

Approve Resolution 2021-178 Approve Appointment to the Economic Development Authority

Attachments:

1. Resolution 2021-178 Approve Appointment to the EDA

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-178

APPROVE APPOINTMENT TO THE ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, there is a vacancy on the Economic Development Authority (EDA) due to a resignation; and

WHEREAS, the City received applications from individuals interested in serving on the EDA and the City Council reviewed these applications at the Council Work Session on August 10, 2021; and

WHEREAS, the EDA, at the request of the City Council, reviewed the applications at their August 19, 2021 meeting and recommends that the City Council appoint Will Fort to the EDA.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby appoints Will Fort to the Economic Development Authority, with a term expiring on January 12, 2027.

Date Adopted: August 24, 2021

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Manager
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-179 Approve Hiring Community Services Officer

Background:

Due to resignation there is a need to hire a Community Services Officer within the City of Faribault Police Department. The position was posted from July 21, 2021 to July 28, 2021.

Five applications were received and all were interviewed. The interview panel consisted of Community Services Officer Supervisor Doug Delesha, Community Services Officer Sue Irvin, and Police Chief Andy Bohlen. From those interviews, Valeria Esquivel was selected as the candidate for recommendation.

Resolution 2021-179 approves the hiring of Valeria Esquivel as Community Services Officer for the City of Faribault. This position is a union position in Local 320 Police Support Services. Valeria will be hired at wage Grade E Step 1.

Recommendation:

Approve Resolution 2021-179, approving the hiring of Valeria Esquivel as Community Services Officer.

Attachments:

1. Resolution 2021-179 Approve Hiring Community Services Officer

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-179

APPROVE HIRING COMMUNITY SERVICES OFFICER

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

WHEREAS, the City has posted for and interviewed for the Community Services Officer position within the City; and

WHEREAS, the City Council desires to fill the vacancy for the Community Services Officer position.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Valeria Esquivel shall be extended an offer of employment to fill the vacant Community Services Officer position.

Date Adopted: August 24, 2021

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Manager
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-180 Approve Hiring Recreation Coordinator

Background:

Due to retirement there is a need to fill a Recreation Coordinator position with the City of Faribault. The position was posted from June 28, 2021 to July 16, 2021.

The City received fifty-four applications and four were selected for interviews. The interview panel consisted of Parks and Recreation Director Paul Peanasky, Communications Coordinator Brad Phenow, Recreation Coordinators Kevin O'Brien & Jill Strodtman and Human Resources Manager Kevin Bushard. From the interview process, Chad Barman was selected for recommendation.

Resolution 2021-180 approves the hiring of Chad Barman as Recreation Coordinator for the City of Faribault. The position is a Non-union position and Chad would be hired at wage Grade I Step 3. His date of employment will be determined based on completion of a background check and notice needed by his current employer.

Recommendation:

Approve Resolution 2021-180, approving the hiring of Chad Barman as Recreation Coordinator for the City of Faribault.

Attachments:

1. Resolution 2021-180 Approve Hiring Recreation Coordinator

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-180

APPROVE HIRING RECREATION COORDINATOR

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

WHEREAS, the City has posted for and interviewed for the Recreation Coordinator position within the City; and

WHEREAS, the City Council desires to fill the vacancy for the Recreation Coordinator position.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Chad Barman shall be extended an offer of employment to fill the vacant Recreation Coordinator position.

Date Adopted: August 24, 2021

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Manager
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-181 Approve Hiring Accounting Technician

Background:

Due to a resignation, there is a need to fill an Accounting Technician position for the City of Faribault. The position was posted and applications were accepted from July 26, 2021 to August 16, 2021.

Eight applications were received and reviewed. Three applicants were selected for an interview. The panelists for the interview consisted of Accounting Supervisor Ann Remold, Finance Director Jeanne Day and Human Resources Manager Kevin Bushard. From the interview process, Bobbi Blank was selected as the recommendation for hire.

Resolution 2021-181 approves the hiring of Bobbi Blank as Accounting Technician for the City of Faribault. This position is a union position in Local 70 and is wage Grade G and Bobbi would be hired at Step 1, with a hire date of September 14, 2021.

Recommendation:

Approve Resolution 2021-181, approving the hiring of Bobbi Blank as Accounting Technician for the City of Faribault.

Attachments:

1. Resolution 2021-181 Approve Hiring Accounting Technician

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-181

APPROVE HIRING ACCOUNTING TECHNICIAN

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

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

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

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

Date Adopted: August 24, 2021

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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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:	August 24, 2021
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 $697,252.02 which includes check number 172298 to 172414 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:

It is recommended that the City Council approve the attached list of claims for release.

Attachments:

1. List of Claims

AP
AP Council Approval 08-24-2021

User: aremold
Printed: 8/20/2021 1:13:45 PM

Check Numb	Last Name	Acct 1	Amount	Description
172305	1st Line/Leewes Ventures LLC	101-45125-450-42990	156.00	Concession Items
	1st Line/Leewes Ventures LLC		156.00	
0	5 Star Inspections Inc	101-00000-420-32220	4,997.96	Electrical Inspections
	5 Star Inspections Inc		4,997.96	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	632.73	Concession Items
0	A H Hermel Candy & Tobacco	101-45125-450-42990	1,982.51	Concession Items
	A H Hermel Candy & Tobacco		2,615.24	
172306	Ahlman's	101-42123-420-42070	3,150.00	Ammunition
172306	Ahlman's	101-42123-420-42070	3,150.00	Ammunition
	Ahlman's		6,300.00	
172307	Airgas USA LLC	101-43126-430-44160	69.34	Cylinder Rental
	Airgas USA LLC		69.34	
0	All Pro Cleaners LLC	241-46330-461-44010	119.60	49 Units Litter Removal July 2021
0	All Pro Cleaners LLC	241-46330-461-44010	59.80	1323 NW 7th Street Turnover 2 Hours Cleaning
0	All Pro Cleaners LLC	898-46310-000-44010	919.43	1324 Prairie Avenue Janitorial Cleaning July 2021
	All Pro Cleaners LLC		1,098.83	
172308	Allied Medical Training	101-42123-420-43140	1,053.00	EMR Refresher Course (5 employees)
172308	Allied Medical Training	101-42121-420-43140	175.50	EMR Refresher Course B Johns
	Allied Medical Training		1,228.50	

KEY: General (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
172309	Amazon Capital Services	602-49450-000-42420	224.50	Wireless Laser Printer
172309	Amazon Capital Services	101-43110-430-42110	11.98	Temperature Sensor Guage
172309	Amazon Capital Services	602-49480-000-42020	164.99	Battery Backup & Surge Protector For Data Line
172309	Amazon Capital Services	601-49430-000-42420	224.50	Wireless Laser Printer
172309	Amazon Capital Services	101-42121-420-42020	30.97	Memory Stick
172309	Amazon Capital Services	601-49430-000-42020	11.77	Printer Adapter Cable
172309	Amazon Capital Services	101-45140-450-42110	33.78	Pet Parade Charging Cords
172309	Amazon Capital Services	101-42220-420-42110	29.06	5-Gallon Water Cooler
	Amazon Capital Services		731.55	
172310	Ancom Technical Center	101-42220-420-44045	140.00	Minitor V 1CH SV VHF Pager Repair
172310	Ancom Technical Center	101-42220-420-44045	120.00	Minitor V 1CH SV VHF Pager Repair
	Ancom Technical Center		260.00	
0	APG Media of Southern Minnesota LLC	898-46310-000-43430	325.00	Advertisement for Bids Robinwood Parking Lot
0	APG Media of Southern Minnesota LLC	101-41510-410-43510	937.50	Financial Summary Publication
0	APG Media of Southern Minnesota LLC	280-46310-461-43510	112.50	Notice of Public Hearing 1116 2nd Street NW Sale of Property
0	APG Media of Southern Minnesota LLC	601-49430-000-43090	300.00	(2021-03) Bid Ad
0	APG Media of Southern Minnesota LLC	601-49430-000-45300	550.00	(2019-12A) Bid Ad
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	62.50	Graham Rezoning Ordinance 2021-03
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	112.50	Legal Notice -- Met Con Business Park 3rd and 4th Addition
0	APG Media of Southern Minnesota LLC	601-49430-000-43430	75.00	Wellhead Protection Plan PH Notice
0	APG Media of Southern Minnesota LLC	601-49430-000-45300	525.00	(2019-12B) Bid Ad
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	750.00	Legal Notices-Agendas & Ordinances
	APG Media of Southern Minnesota LLC		3,750.00	
0	Arrow Electric LLC	602-49450-000-43090	92.00	Lind Lift Station Trouble Shoot
0	Arrow Electric LLC	101-45122-450-44010	368.00	Troubleshoot Exhaust Fan @ Community Center
0	Arrow Electric LLC	101-45122-450-44010	421.72	Change/Repair Lights & Control Panel Receptacle
0	Arrow Electric LLC	101-42110-420-44010	229.21	Converted Fluorescent Light Fixture
0	Arrow Electric LLC	225-49810-430-44010	363.66	Remove Exhaust Fan On Roof-Soil Mitigation @ Airport
0	Arrow Electric LLC	101-45122-450-44010	2,732.00	Replace Light Fixtures in Hallway & Lobby
0	Arrow Electric LLC	225-49810-430-44045	521.45	Repair of Beacon/Runway Lights/Gate/Airport Street Lights
	Arrow Electric LLC		4,728.04	
172311	ASL Interpreting Services Inc	101-41940-410-43090	120.00	Environmental Commission
	ASL Interpreting Services Inc		120.00	

Check Numb	Last Name	Acct 1	Amount	Description
172312	Associated Graphic Arts Inc	101-42220-420-42110	56.25	Decals #2155 (Qty 25)
	Associated Graphic Arts Inc		56.25	
172313	Barr Engineering Company	601-49430-000-43090	200.50	Well Head Protection Plan
	Barr Engineering Company		200.50	
0	Bauer Christopher	101-42220-420-44370	400.00	Cell Phone Damage Reimbursement
	Bauer Christopher		400.00	
172314	Bauer Ryan	602-49450-000-44010	425.31	Install New Water Softener At PWP
172314	Bauer Ryan	601-49430-000-44010	425.31	Install New Water Softener At PWP
172314	Bauer Ryan	101-45125-450-44010	212.92	Repair Faucet Stems
172314	Bauer Ryan	101-45200-450-44010	2,409.69	Plumbing Work
172314	Bauer Ryan	101-45200-450-44010	1,425.17	Plumbing Work (Bellfield)
172314	Bauer Ryan	101-42210-420-44010	1,678.97	Work On New Pressure Washer
172314	Bauer Ryan	101-42210-420-44010	178.96	Repair Bathroom Sink
172314	Bauer Ryan	101-45125-450-44010	95.00	Repair Toilet
172314	Bauer Ryan	101-42210-420-44010	178.96	Replace Bathroom Sink Spout
172314	Bauer Ryan	603-49500-000-44010	60.48	Install New Water Softener At PWP
172314	Bauer Ryan	101-45200-450-44010	232.44	Plumbing Work (Bellfield)
172314	Bauer Ryan	101-43121-430-44010	4,086.68	Install New Water Softener At PWP
	Bauer Ryan		11,409.89	
0	BGMN Inc	602-49450-000-42210	62.30	Diesel Additive for Stock
0	BGMN Inc	101-45200-450-42210	83.07	Diesel Additive for Stock
0	BGMN Inc	101-42123-420-42210	41.54	Diesel Additive for Stock
0	BGMN Inc	601-49430-000-42210	62.30	Diesel Additive for Stock
0	BGMN Inc	101-43121-430-42210	166.14	Diesel Additive for Stock
	BGMN Inc		415.35	
172315	Blow Vernon R & Theresa A	437-41940-410-45208	50,000.00	55 Willow Street Purchase
	Blow Vernon R & Theresa A		50,000.00	
0	Border States Industries Inc	101-42220-420-42110	5.25	Plastic Tape
0	Border States Industries Inc	101-45200-450-42230	182.36	Magnetic Ballasts
0	Border States Industries Inc	101-45122-450-42230	255.55	Fuses

Check Numb	Last Name	Acct 1	Amount	Description
	Border States Industries Inc		443.16	
0	Braun Donna	101-41800-410-43310	72.80	Mileage - Health Insurance Renewal Meeting
	Braun Donna		72.80	
172316	CenturyLink	902-00000-000-23935	-692.80	507 Z01-0018 863 Monthly Charges
172316	CenturyLink	602-49450-000-43210	57.15	507-334-2308 955 Lift Station
172316	CenturyLink	225-49810-430-43210	57.15	507-334-7494 946 Airport
172316	CenturyLink	602-49450-000-43210	57.15	507-333-2550 951
172316	CenturyLink	101-41940-410-43210	57.15	507-334-8409 948
172316	CenturyLink	602-49450-000-43210	57.15	507-334-2185 956 Lift Station
172316	CenturyLink	602-49450-000-43210	57.15	507-334-2013 950
172316	CenturyLink	602-49450-000-43210	50.87	Liftstation Alarm Phone Service
172316	CenturyLink	902-00000-000-23935	692.80	Monthly Phone Bill - July
172316	CenturyLink	602-49450-000-43210	57.15	507-334-0574 498
172316	CenturyLink	602-49450-000-43210	57.15	507-333-2530 953
172316	CenturyLink	101-41940-410-43210	325.00	City Hall - August
172316	CenturyLink	225-49810-430-43210	57.15	507-334-3495 952 Airport
172316	CenturyLink	602-49450-000-43210	50.87	507-334-2734 Acorn Trail Lift Station
172316	CenturyLink	101-42210-420-43210	121.30	507-334-0486 496
172316	CenturyLink	602-49450-000-43210	57.15	507-333-2548 954
172317	CenturyLink	101-41940-410-43210	29.84	Monthly Phone Charges - July
	CenturyLink		1,149.38	
172318	Chadderdon Lumber	101-45200-450-42110	9.33	Lumber
	Chadderdon Lumber		9.33	
172319	Chappuis Jewelry Inc	101-41800-410-44382	250.00	40 Years of Service Watch - D Knutson
	Chappuis Jewelry Inc		250.00	
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	36.00	Uniforms
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	898-46310-000-42110	6.00	1324 Prairie Ave Hand Sanitizer
0	Cintas Corporation	603-49500-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	33.25	Uniforms

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	898-46310-000-44010	20.00	1324 Prairie Ave Hand Sanitizer Service
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels Floor Mats
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels Floor Mats
0	Cintas Corporation	101-45122-450-44060	14.40	Laundry Service - Dust Mops
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	898-46310-000-44060	42.98	1324 Prairie Ave Matts
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
	Cintas Corporation		396.57	
172320	City of Faribault	902-00000-000-23935	9,967.99	Water/Sewer Bill - July
172320	City of Faribault	225-49810-430-43820	113.36	005003-005 Airport Terminal
172320	City of Faribault	241-46330-461-43820	11.36	005090-007 1806 Shumway Ave
172320	City of Faribault	241-46330-461-43820	11.36	005090-003 1528 Western Ave
172320	City of Faribault	225-49810-430-43860	237.58	005003-004 3401 Hwy 21 W
172320	City of Faribault	101-45127-450-43820	2,608.40	005003-030 705 17 St SW-Irrigation
172320	City of Faribault	101-45127-450-43860	31.52	005003-043 705 17 St SW
172320	City of Faribault	241-46330-461-43820	11.36	005090-004 1818 Shumway Ave
172320	City of Faribault	602-49480-000-43820	3,554.78	005003-019 214 14 St NE
172320	City of Faribault	225-49810-430-43850	14.17	005003-004 3401 Hwy 21 W
172320	City of Faribault	602-49480-000-43860	195.80	005003-019 214 14 St NE
172320	City of Faribault	241-46330-461-43820	11.36	005090-016 1814 Shumway Ave
172320	City of Faribault	241-46330-461-43860	20.69	005090-007 1806 Shumway Ave
172320	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
172320	City of Faribault	241-46330-461-43820	11.36	005090-026 1526 Western Ave
172320	City of Faribault	241-46330-461-43860	38.36	005090-026 1526 Western Ave
172320	City of Faribault	898-46310-000-43860	68.74	014197-000 1324 Prairie Ave
172320	City of Faribault	241-46330-461-43820	4.56	1323 NW 7th Street Water thru 7/12/2021
172320	City of Faribault	211-46310-460-43850	33.54	005003-000 16 1 St SE
172320	City of Faribault	241-46330-461-43820	11.36	005090-000 910 1 St SW
172320	City of Faribault	241-46330-461-43820	11.36	005090-006 1810 Shumway Ave
172320	City of Faribault	241-46330-461-43860	19.10	005090-000 910 1 St SW
172320	City of Faribault	898-46310-000-43850	336.97	014197-000 1324 Prairie Ave
172320	City of Faribault	902-00000-000-23935	-9,967.99	City Water Bill
172320	City of Faribault	241-46330-461-43850	3.55	1323 NW 7th Street Sewer thru 7/12/2021
172320	City of Faribault	873-49499-000-43850	3,670.36	Roberds Lake SIU Bill - July
172320	City of Faribault	241-46330-461-43860	2.21	1323 NW 7th Street Storm Water Thru 7/12/2021

KEY: General (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
172320	City of Faribault	898-46310-000-43820	191.92	014197-000 1324 Prairie Ave
172320	City of Faribault	225-49810-430-43820	15.72	005003-004 3401 Hwy 21 W
172320	City of Faribault	101-45127-450-43850	12.98	005003-043 705 17 St SW
172320	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - July
172320	City of Faribault	211-46310-460-43860	5.70	005003-000 16 1 St SE
172320	City of Faribault	602-49480-000-43820	2,240.69	005003-023 214 14 St NE
172320	City of Faribault	602-49480-000-43820	11.36	005003-022 214 14 St NE
172320	City of Faribault	211-46310-460-43820	24.31	005003-000 16 1 St SE
172320	City of Faribault	101-45127-450-43820	23.03	005003-043 705 17 St SW
172320	City of Faribault	241-46330-461-43820	11.36	005090-001 920 1 St SW
172320	City of Faribault	601-49430-000-43850	70.07	005003-032 812 8 Ave NW (New Water Plant)
	City of Faribault		14,242.67	
172321	Clean Choice Energy	101-45127-450-43810	153.60	304160080705 17 St SW (Soccer Complex)
172321	Clean Choice Energy	601-49430-000-43810	1,644.68	302969048350 Alexander Park Well #6
172321	Clean Choice Energy	902-00000-000-23935	17,175.98	Solar Energy June
172321	Clean Choice Energy	101-43160-430-43810	33.76	3043806371690 Highway 60W Street Lighting
172321	Clean Choice Energy	601-49430-000-43810	2,361.46	3039299721904 Fairgrounds Dr Well
172321	Clean Choice Energy	101-43170-430-43810	113.66	3042653021990A Lyndale Ave N Signal
172321	Clean Choice Energy	101-43160-430-43810	457.19	302767481210 3 St NE St Light
172321	Clean Choice Energy	101-45200-450-43810	21.07	303239611330 9th Ave SW Sr High Tennis Cts
172321	Clean Choice Energy	101-43170-430-43810	241.54	3034532651500 7th St NW Signal Lights
172321	Clean Choice Energy	101-43160-430-43810	29.50	304116511800 Lyndale Ave SW
172321	Clean Choice Energy	101-42210-420-43810	828.98	302527702122 2nd St NW (Fire Hall)
172321	Clean Choice Energy	101-43170-430-43810	230.73	3025252474050 Highway 60W Signal Lights
172321	Clean Choice Energy	602-49450-000-43810	23.07	3027721851150 Willow St Lift Station
172321	Clean Choice Energy	603-49500-000-43810	67.62	3040518161200 Belview Tr
172321	Clean Choice Energy	101-45200-450-43810	754.13	3025764661815 Alexander Dr
172321	Clean Choice Energy	101-45200-450-43810	43.79	303510224520 3rd St NW (Central Pk Bandstand)
172321	Clean Choice Energy	101-43160-430-43810	32.86	3041165101904 Grant St
172321	Clean Choice Energy	602-49450-000-43810	190.12	3036919802219 Grant St NW Lift Station
172321	Clean Choice Energy	101-45200-450-43810	21.94	3023211021000 7th Ave SW
172321	Clean Choice Energy	101-43160-430-43810	207.81	3041576321602 2nd Ave NW
172321	Clean Choice Energy	101-45200-450-43810	67.57	302261595920 9th Ave SW
172321	Clean Choice Energy	101-45500-450-43810	2,270.49	30234228711 Division St E (Library)
172321	Clean Choice Energy	101-45126-450-43810	739.55	303373970117 Shumway Ave
172321	Clean Choice Energy	101-45200-450-43810	206.66	3043066891800 Alexander Dr Concession Stand
172321	Clean Choice Energy	101-43121-430-43810	4,570.44	3040518161200 Belview Tr
172321	Clean Choice Energy	602-49450-000-43810	475.66	3040518161200 Belview Tr
172321	Clean Choice Energy	101-43160-430-43810	25.48	3041165121000 Lyndale Ave S
172321	Clean Choice Energy	101-43160-430-43810	340.23	3041576453305 Highway 60
172321	Clean Choice Energy	602-49450-000-43810	18.42	303203605319 Lind St Lift Station

KEY: General (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
172321	Clean Choice Energy	601-49430-000-43810	475.66	3040518161200 Belview Tr
172321	Clean Choice Energy	101-45200-450-43810	236.14	304017445900 Lyndale Ave N
172321	Clean Choice Energy	902-00000-000-23935	-17,175.98	Solar Energy June
172321	Clean Choice Energy	101-43170-430-43810	28.56	3041315032200 30 St NW Signal Lights
172321	Clean Choice Energy	101-43160-430-43810	263.61	303661815495 Heritage Place
	Clean Choice Energy		17,175.98	
172298	Colonial Life	101-00000-000-21711	80.00	PR Batch 00516.08.2021 Short Term Disability
	Colonial Life		80.00	
172322	Community Co-op Oil Assn	101-43126-430-42110	23.28	LP For #113
172322	Community Co-op Oil Assn	101-43121-430-44040	80.00	Tire Repair Street #211
172322	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair Street #118
172322	Community Co-op Oil Assn	101-45122-450-42120	15.82	Mower Gas
	Community Co-op Oil Assn		164.05	
172323	Core & Main LP	601-49430-000-42110	143.78	Remote Register
	Core & Main LP		143.78	
172324	CoreLogic SafeRent	241-46330-461-43090	15.67	2 Background checks
	CoreLogic SafeRent		15.67	
172325	Crane Creek Asphalt	101-43121-430-42240	300.00	Tack For Blacktopping
172325	Crane Creek Asphalt	601-49430-000-42240	350.75	Blacktop Patch-Water Main Break-Western Ave
172325	Crane Creek Asphalt	101-43121-430-42240	5,845.97	Tack Oil and Blacktop
	Crane Creek Asphalt		6,496.72	
172326	Creative Co-Op	101-42110-420-42230	24.00	Garbage Bags
	Creative Co-Op		24.00	
172327	Culligan	898-46310-000-44010	181.00	1324 Prairie Ave Service Call Labor Water Softener 6/25/2021
172327	Culligan	101-41940-410-44160	140.90	Drinking Water Equipment Rental
172327	Culligan	101-45200-450-42110	560.05	Softener Salt & Rust Remover
172327	Culligan	101-42110-420-42230	154.20	Water
172327	Culligan	898-46310-000-42110	15.00	1324 Prairie Avenue Service Call 6/25/2021 Parts Water Softener
172327	Culligan	101-45200-450-42110	621.00	Solar Salt & Rust Remover

Check Numb	Last Name	Acct 1	Amount	Description
172327	Culligan	101-45122-450-44160	36.00	Drinking Water Equipment Rental
172327	Culligan	602-49480-000-44160	47.00	Softener Rental
172327	Culligan	898-46310-000-42110	53.00	1324 Prairie Ave Water Softener Solar Salt 4 50lb
	Culligan		1,808.15	
172328	Curwin Clayton	101-45140-450-43090	1,162.50	Golf Lesson Instructor
	Curwin Clayton		1,162.50	
172329	Dakota County Technical College	101-42121-420-43140	250.00	Pursuit Refresher / M Long
172329	Dakota County Technical College	101-42123-420-43140	500.00	Pursuit Refresher/B McCarthy
172329	Dakota County Technical College	101-42123-420-43140	250.00	Pursuit Refresher / E Sammon
	Dakota County Technical College		1,000.00	
172330	Dalco	101-43121-430-42230	43.94	Disinfectant/Hydrogen Peroxide Wipes - PWP
172330	Dalco	601-49430-000-42230	4.57	Disinfectant/Hydrogen Peroxide Wipes - PWP
172330	Dalco	603-49500-000-42230	0.66	Disinfectant/Hydrogen Peroxide Wipes - PWP
172330	Dalco	602-49450-000-42230	4.57	Disinfectant/Hydrogen Peroxide Wipes - PWP
172330	Dalco	101-42110-420-42230	153.81	Soap - Drain Care
172330	Dalco	101-42110-420-42230	20.53	Consume Bacteria
	Dalco		228.08	
172331	Diamond Vogel	101-43170-430-42240	1,046.50	Paint For Street Painting
	Diamond Vogel		1,046.50	
172332	E O Johnson Company Inc-Dallas	101-45500-450-44160	347.96	Lanier IM C450 Copier Plus Extra Usage
	E O Johnson Company Inc-Dallas		347.96	
0	Eckberg Lammers PC	101-41610-410-43045	12,369.85	Retainer - Hourly Charges
	Eckberg Lammers PC		12,369.85	
172333	Ehlers & Associates Inc	271-46500-462-43070	673.93	2020 TIF Reports
172333	Ehlers & Associates Inc	266-46500-462-43070	673.93	2020 TIF Reports
172333	Ehlers & Associates Inc	270-46500-462-43070	673.93	2020 TIF Reports
172333	Ehlers & Associates Inc	269-46500-462-43070	673.93	2020 TIF Reports
172333	Ehlers & Associates Inc	267-46500-462-43070	673.93	2020 TIF Reports
172333	Ehlers & Associates Inc	263-46500-462-43070	673.93	2020 TIF Reports

Check Numb	Last Name	Acct 1	Amount	Description
172333	Ehlers & Associates Inc	272-46500-462-43070	673.92	2020 TIF Reports
	Ehlers & Associates Inc		4,717.50	
0	Electric Pump Inc	602-49450-000-44045	398.40	Hwy 60 Lift Station Troubleshoot Pump #1
0	Electric Pump Inc	602-49480-000-44050	8,280.40	Lift Station Repairs
	Electric Pump Inc		8,678.80	
172334	Fareway Stores Inc #126	101-41940-410-42115	22.47	Coffee
	Fareway Stores Inc #126		22.47	
172335	Faribault Ace Hardware	601-49430-000-42110	109.98	Towels For Dispensers
172335	Faribault Ace Hardware	602-49480-000-42110	32.36	Cleaning Supplies
172335	Faribault Ace Hardware	101-45122-450-42110	62.59	Garbage Can/Batteries /Cleaner
172335	Faribault Ace Hardware	101-45140-450-42110	37.76	Cable Ties & Staples - Pet Parade
172335	Faribault Ace Hardware	101-43121-430-42110	7.19	Sprayer
172335	Faribault Ace Hardware	101-41940-410-42110	8.99	Weed Whip Line
172335	Faribault Ace Hardware	241-46330-461-42110	7.00	910 SW 1st Street Plumbing Supplies
172335	Faribault Ace Hardware	101-41940-410-42110	11.50	Paper Towels & Cleaner
172335	Faribault Ace Hardware	101-42210-420-42230	11.12	Bleach & Sprayer
172335	Faribault Ace Hardware	101-45126-450-42110	47.97	Cleaning Towels
172335	Faribault Ace Hardware	101-42220-420-42210	2.28	Fasteners
172335	Faribault Ace Hardware	101-45200-450-42110	35.98	Hand Soap & Latex Gloves
172335	Faribault Ace Hardware	101-45200-450-42110	22.49	Disposable Gloves
172335	Faribault Ace Hardware	602-49480-000-42110	33.97	Cleaning Supplies
172335	Faribault Ace Hardware	101-45122-450-42110	8.67	Tube Cutter & Fasteners
172335	Faribault Ace Hardware	101-42220-420-42110	11.69	Screwdriver
	Faribault Ace Hardware		451.54	
172336	Faribault Area Chamber of Commerce	101-00000-000-20300	7,221.52	Lodging Tax June
	Faribault Area Chamber of Commerce		7,221.52	
172337	Faribault Area Senior Citizens Inc	101-41110-410-44383	21,000.00	Senior Programming
	Faribault Area Senior Citizens Inc		21,000.00	
0	Faribault Fleet Supply Inc	101-45200-450-42130	21.25	Chain Saw Oil
0	Faribault Fleet Supply Inc	225-49810-430-42110	16.39	6x48 Earth Anchor
0	Faribault Fleet Supply Inc	101-45200-450-42110	17.61	Cleaning Supplies

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	601-49430-000-42110	14.10	Bolts For Well #1 Restraints
0	Faribault Fleet Supply Inc	101-45200-450-42110	15.99	Hardware
0	Faribault Fleet Supply Inc	101-43121-430-42110	12.99	LP For #202 Asphalt Paver
0	Faribault Fleet Supply Inc	101-43126-430-42410	138.99	20 Volt Battery
0	Faribault Fleet Supply Inc	101-43126-430-42410	138.99	20 Volt Battery
0	Faribault Fleet Supply Inc	101-43170-430-42240	39.99	Yellow Paint For Street Markings
0	Faribault Fleet Supply Inc	225-49810-430-42110	14.95	Weed Trimmer Line
0	Faribault Fleet Supply Inc	101-43121-430-42210	2.79	Barb Mender For Hose
0	Faribault Fleet Supply Inc	101-43170-430-42110	16.15	Tray For Painting
0	Faribault Fleet Supply Inc	101-45200-450-42110	52.95	Garbage Can
0	Faribault Fleet Supply Inc	601-49430-000-42110	680.40	Softener Salt Water Plant
0	Faribault Fleet Supply Inc	603-49500-000-42110	47.96	Oats for Pond Bank Coverage
0	Faribault Fleet Supply Inc	225-49810-430-42110	74.97	Tie Down Anchors
	Faribault Fleet Supply Inc		1,306.47	
172338	Faribault Ice Arena Association	101-45130-450-43090	8,715.00	Ice Hours - Balance Due Per Agreement
	Faribault Ice Arena Association		8,715.00	
172339	Faribault Interiors	241-46330-461-42110	575.00	910 SW 1st St-Vanity Marble Top
172339	Faribault Interiors	241-46330-461-44050	8,420.00	910 SW 1st St-Underlayment Vinyl & Carpet Steps
	Faribault Interiors		8,995.00	
172304	Faribault Post Office	603-49500-000-43220	1,078.24	Utility Billing Postage
172304	Faribault Post Office	602-49480-000-43220	1,078.24	Utility Billing Postage
172304	Faribault Post Office	601-49430-000-43220	1,078.24	Utility Billing Postage
172340	Faribault Post Office	101-45110-450-42030	2,077.55	Buckham Bulletin Postage
	Faribault Post Office		5,312.27	
0	Fette Electronics Inc	101-45110-450-42110	460.00	Key Fobs
0	Fette Electronics Inc	898-46310-000-44010	75.00	Evercool Cooling Fan Replacement Video Recorder
0	Fette Electronics Inc	101-45122-450-44010	-413.00	Wall Mounts & Credit for Licenses
0	Fette Electronics Inc	898-46310-000-42110	16.11	Evercool Cooling Fan Replacement Video Recorder
	Fette Electronics Inc		138.11	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Cooler Rental
	Garlick Brothers LLC		40.00	

Check Numb	Last Name	Acct 1	Amount	Description
172341	Gary L Fischler & Associates	101-00000-000-10100	400.00	"Wellness Visits
172341	Gary L Fischler & Associates	101-00000-000-10108	-400.00	"Wellness Visits
172341	Gary L Fischler & Associates	101-42110-420-43090	400.00	"Wellness Visits
	Gary L Fischler & Associates		400.00	
0	Godfather's Pizza	101-45125-450-42990	48.00	Pizza for Resale @ Aquatic Center
0	Godfather's Pizza	101-45140-450-42110	11.73	SSS Event Night
0	Godfather's Pizza	101-45125-450-42990	108.00	Pizza for Resale @ Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	48.00	Pizza For Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	72.00	Pizza for Resale @ Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	240.00	Pizza For Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	72.00	Pizza For Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	72.00	Pizza for Resale @ Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	156.00	Pizza for Resale @ Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	168.00	Pizza For Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	36.00	Pizza for Resale @ Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	132.00	Pizza For Resale at Aquatic Center
	Godfather's Pizza		1,163.73	
0	Gopher State One Call	602-49450-000-43090	112.50	July 2021 Locate Tickets
0	Gopher State One Call	603-49500-000-43090	112.50	July 2021 Locate Tickets
0	Gopher State One Call	601-49430-000-43090	112.50	July 2021 Locate Tickets
	Gopher State One Call		337.50	
172342	Grainger Inc	101-43126-430-42410	194.65	Angle Grinder
172342	Grainger Inc	101-45122-450-42230	55.32	Batteries
	Grainger Inc		249.97	
0	Great Northern Environmental LLC	602-49480-000-42130	147.50	Blower Oil
	Great Northern Environmental LLC		147.50	
172343	Gym Works Inc	101-45122-450-44045	1,612.50	Repair Precor Machine
	Gym Works Inc		1,612.50	
172344	Hach Company	601-49430-000-42110	368.34	Accu-Vacs For Water Testing

Check Numb	Last Name	Acct 1	Amount	Description
	Hach Company		368.34	
172345	Hammond Brandon	101-00000-450-34700	62.00	Refund - Youth Program Registrations
	Hammond Brandon		62.00	
172346	Hawkins Inc	601-49430-000-42160	3,861.00	Sodium Silicate For Water Treatment
172346	Hawkins Inc	602-49480-000-42160	5,729.87	Ferric Phos Removal
172346	Hawkins Inc	601-49430-000-42160	2,925.00	Sodium Silicate-Water Treatment
172346	Hawkins Inc	601-49430-000-42160	677.00	Chlorine For Water Treatment
172346	Hawkins Inc	602-49480-000-42160	1,149.90	Bleach Filament Control
172346	Hawkins Inc	101-45125-450-42160	1,124.00	Pool Chemicals
172346	Hawkins Inc	601-49430-000-42160	3,760.02	Sodium Silicat/Sodium Permanganate/Fluoride
172346	Hawkins Inc	602-49480-000-42160	5,849.44	Ferric Phos Control
	Hawkins Inc		25,076.23	
172347	HD Supply Facilities Maintenance	898-46310-000-42110	261.80	Exit/Emergency Sign/Battery/Towels
	HD Supply Facilities Maintenance		261.80	
172348	Helen M Nagel Inc	101-45200-450-42110	1,080.00	Landscape Mulch
	Helen M Nagel Inc		1,080.00	
172349	Henry G Meigs LLC	101-43121-430-42240	318.75	Demurrage for Seal Coat Oil
172349	Henry G Meigs LLC	101-43121-430-43090	112.50	Trucking For Sealcoat Oil
172349	Henry G Meigs LLC	101-43121-430-42240	11,312.72	Oil For Sealcoating
172349	Henry G Meigs LLC	101-42121-420-43090	187.50	Hauling of Sealcoat Oil
	Henry G Meigs LLC		11,931.47	
172350	Heselton Construction LLC	601-49430-000-42110	1,719.00	16x16x12 Watermain Tee
	Heselton Construction LLC		1,719.00	
172351	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	263.25	Bus Token Sales July
	Hiawathaland Transit/Three Rivers Community Action		263.25	
172352	Hillyard Hutchinson	603-49500-000-42230	0.75	Hand Soap
172352	Hillyard Hutchinson	101-43121-430-42230	50.56	Hand Soap

Check Numb	Last Name	Acct 1	Amount	Description
172352	Hillyard Hutchinson	101-45125-450-42160	679.14	Cleaning Supplies
172352	Hillyard Hutchinson	101-45200-450-42230	208.97	Mop Heads & Scrub Kit
172352	Hillyard Hutchinson	602-49450-000-42230	5.26	Hand Soap
172352	Hillyard Hutchinson	601-49430-000-42230	5.26	Hand Soap
	Hillyard Hutchinson		949.94	
172353	Holmblad William R	404-45200-450-45300	10,035.00	Wapacuta Basketball Court Excavation-CIP
	Holmblad William R		10,035.00	
172354	Hy-Vee - Accounts Receivable	101-45125-450-42990	7.15	Hot Dog Buns For Resale at Aquatic Center
	Hy-Vee - Accounts Receivable		7.15	
0	I & S Group Inc	898-46310-000-43090	558.00	1324 Prairie Ave Construction Administration
0	I & S Group Inc	431-45200-450-45300	1,066.25	Platting - Faribault Sr Center Expansion
0	I & S Group Inc	404-45200-450-45300	750.00	Construction Administration - Fleckenstein Bluffs Park
	I & S Group Inc		2,374.25	
172299	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00516.08.2021 IAFF Local 665
	IAFF Local 665		720.00	
172300	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00516.08.2021 ICMA Deferred Comp
	ICMA Retirement Trust 457		335.00	
172355	In Control Inc	601-49430-000-44045	1,803.82	MDS Radio Repairs
	In Control Inc		1,803.82	
0	Innovative Office Solutions LLC	101-42400-420-42010	66.00	Stamp/Card Stock Paper/Filing Hangers and Tabs
0	Innovative Office Solutions LLC	101-41800-410-44382	158.70	Wooden Frames for Employee Recognition
0	Innovative Office Solutions LLC	240-46210-460-42010	43.10	Labels
	Innovative Office Solutions LLC		267.80	
172356	Insty-Prints	603-49500-000-42030	2.35	Letterhead PWP
172356	Insty-Prints	601-49430-000-42030	16.59	Letterhead PWP
172356	Insty-Prints	602-49450-000-42030	16.59	Letterhead PWP
172356	Insty-Prints	101-41580-410-42010	47.25	Business Cards for Scott Whitney

Check Numb	Last Name	Acct 1	Amount	Description
172356	Insty-Prints	101-43121-430-42030	159.37	Letterhead PWP
	Insty-Prints		242.15	
0	Internal Revenue Service	101-00000-000-21703	18,773.45	PR Batch 00516.08.2021 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	18,773.45	PR Batch 00516.08.2021 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,538.78	PR Batch 00516.08.2021 Medicare Employee
0	Internal Revenue Service	101-00000-000-21704	6,538.78	PR Batch 00516.08.2021 Medicare Employer
0	Internal Revenue Service	101-00000-000-21701	41,735.42	PR Batch 00516.08.2021 Federal Income Tax
	Internal Revenue Service		92,359.88	
172301	IUOE Local 70	101-00000-000-21708	2,296.58	PR Batch 00516.08.2021 Local 70 Union Dues
	IUOE Local 70		2,296.58	
0	John Henry Foster MN Inc	602-49480-000-43090	1,100.18	Air Compressor Maintenance Contract
	John Henry Foster MN Inc		1,100.18	
172357	Johnson Reiland Builders & Remodelers	101-00000-000-22000	1,000.00	Escrow Release for 2120 Violet Lane
	Johnson Reiland Builders & Remodelers		1,000.00	
172358	Joseph Development	101-00000-000-22000	20,000.00	Escrow Release
	Joseph Development		20,000.00	
0	Kennedy & Graven, Chartered	290-46500-462-43040	216.90	FA275-00060 Trystar Matter
0	Kennedy & Graven, Chartered	290-46500-462-43040	41.00	FA275-0005 EDA Meetings
0	Kennedy & Graven, Chartered	290-46500-462-43040	225.50	FA275-00002
0	Kennedy & Graven, Chartered	290-46500-462-43040	602.50	FA275-00060 Trystar Matter
0	Kennedy & Graven, Chartered	290-46500-462-43040	656.00	FA275-00002 EDA General Matters
	Kennedy & Graven, Chartered		1,741.90	
0	Kline Distributing LLC	101-45125-450-42990	176.52	Pretzels for Resale at Aquatic Center
	Kline Distributing LLC		176.52	
172359	Knight Barry Title United LLC	472-43121-430-45300	150.00	(2023-04) 30th St Roundabout Title Work

Check Numb	Last Name	Acct 1	Amount	Description
	Knight Barry Title United LLC		150.00	
172360	Lamperts	241-46330-461-42110	283.94	1323 NW 7th Street Oak Door
	Lamperts		283.94	
172302	Law Enforcement Labor Services Inc	101-00000-000-21708	1,397.00	PR Batch 00516.08.2021 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,397.00	
0	Little Rodney	101-45127-450-43090	1,200.00	Weed Spraying
	Little Rodney		1,200.00	
172361	LNS Court Reporting and Captioning	101-41110-410-43090	232.00	CC City Council Meetings
	LNS Court Reporting and Captioning		232.00	
0	Long Matt	101-42123-420-43310	14.00	Pursuit Refresher / M Long
	Long Matt		14.00	
0	Marco Technologies LLC	101-41510-410-44045	157.80	Monthly Printer Contract CN184829-01
	Marco Technologies LLC		157.80	
172362	Martin A Windows LLC	101-45200-450-43090	1,339.29	Landscaping Maintenance
172362	Martin A Windows LLC	101-43121-430-43090	1,339.28	Landscaping Downtown
172362	Martin A Windows LLC	101-45200-450-43090	2,678.57	Landscaping
	Martin A Windows LLC		5,357.14	
0	Marvin Adam	101-42123-420-43310	14.00	Pursuit Refresher / A Marvin
	Marvin Adam		14.00	
0	Matejcek Implement Company	602-49480-000-42210	127.58	PTO Parts
	Matejcek Implement Company		127.58	
0	McCarthy-Cray Brandon	101-42123-420-43310	14.00	Basic PIT / B McCarthy

Check Numb	Last Name	Acct 1	Amount	Description
	McCarthy-Cray Brandon		14.00	
0	McDowell Steven	603-49500-000-42120	33.78	Fuel For City Vehicle
	McDowell Steven		33.78	
172363	Meisner Roofing & Building Maintenance Inc	101-45122-450-44010	371.20	Roof Repairs
172363	Meisner Roofing & Building Maintenance Inc	101-45500-450-44010	1,540.42	Repair Roofing Leaks
	Meisner Roofing & Building Maintenance Inc		1,911.62	
172364	Menards	101-45122-450-42110	449.97	Storage Deck Boxes
	Menards		449.97	
0	Mensing Matthew	602-49480-000-43310	87.00	Per Diem Training
	Mensing Matthew		87.00	
172365	Metronet Holdings LLC	101-41580-410-43210	6,675.64	Metronet Main Invoice
172365	Metronet Holdings LLC	101-41580-410-43210	6,756.35	Metronet Main Invoice
172365	Metronet Holdings LLC	101-42110-420-43250	150.90	Fiber-Speed Internet
	Metronet Holdings LLC		13,582.89	
0	Minnesota Child Support Payment Center	101-00000-000-21716	552.77	PR Batch 00516.08.2021 Child Support
	Minnesota Child Support Payment Center		552.77	
172366	Minnesota Department of Labor & Industry	898-46310-000-44390	100.00	1324 Prairie Ave Elevator Annual Operating Permit
172367	Minnesota Department of Labor & Industry	101-00000-000-20820	968.69	June 2021 Surcharge
172367	Minnesota Department of Labor & Industry	101-00000-420-36260	-25.00	June 2021 Surcharge Retained
	Minnesota Department of Labor & Industry		1,043.69	
0	Minnesota Department of Revenue	101-00000-000-21702	18,877.16	PR Batch 00516.08.2021 State Income Tax
	Minnesota Department of Revenue		18,877.16	
0	Minnesota Elevator Inc	898-46310-000-44010	192.14	1324 Prairie Ave Elevator Service August 2021

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Elevator Inc		192.14	
172303	Minnesota Teamsters Local 320	101-00000-000-21708	566.20	PR Batch 00516.08.2021 Teamsters 320 Union Dues
172303	Minnesota Teamsters Local 320	101-00000-000-21708	136.00	PR Batch 00516.08.2021 Teamsters Local 320 Non-Essent
	Minnesota Teamsters Local 320		702.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	212.60	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	427.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,628.40	
172368	Money Movers Inc	101-45110-450-43090	9.25	Insurance Reimbursement Maintenance Fee - July
	Money Movers Inc		9.25	
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.36	Cab Filter Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	16.28	Fuel Filter For Backhoe
0	Motor Parts & Equipment Corp	602-49450-000-42210	4.03	Cab Filter Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.69	Cab Filter Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.74	Cab Filter Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	4.03	Cab Filter Stock
	Motor Parts & Equipment Corp		43.13	
0	MTI Distributing Inc	101-45140-450-42110	11.12	Irrigation Parts
	MTI Distributing Inc		11.12	
172369	Municipal Code Corporation	101-41320-410-43090	950.00	Annual Online Hosting Fee
	Municipal Code Corporation		950.00	
172370	Napa Auto Parts	101-42110-420-42210	4.28	Oil Filter #8
172370	Napa Auto Parts	101-42123-420-42210	6.57	Fuel Filter
172370	Napa Auto Parts	101-43121-430-42210	6.57	Fuel Filter
172370	Napa Auto Parts	602-49450-000-42210	2.07	Fuel Filter for Stock
172370	Napa Auto Parts	101-45200-450-42210	8.09	Fuel Cap

Check Numb	Last Name	Acct 1	Amount	Description
172370	Napa Auto Parts	101-42121-420-42210	252.54	Brake Rotor - Brake Pads - Front Disc #1
172370	Napa Auto Parts	101-43126-430-42410	71.68	Die Grinder And Wire Brush
172370	Napa Auto Parts	101-43121-430-42210	35.00	Grease Fitting Adapters for Street Snow Plows
172370	Napa Auto Parts	101-45200-450-42210	11.72	Oil Filters Stock
172370	Napa Auto Parts	601-49430-000-42210	2.07	Fuel Filter for Stock
172370	Napa Auto Parts	101-45200-450-42210	304.91	Oil Filters Stock
172370	Napa Auto Parts	101-42123-420-42210	5.87	Oil Filters Stock
172370	Napa Auto Parts	101-42123-420-42210	39.98	Wiper Blades / #11
172370	Napa Auto Parts	602-49450-000-42210	11.27	Oil Filters Stock
172370	Napa Auto Parts	101-42123-420-42210	152.45	Oil Filters Stock
172370	Napa Auto Parts	101-43121-430-42210	205.63	AC Condenser Street #511
172370	Napa Auto Parts	601-49430-000-42210	11.27	Oil Filters Stock
172370	Napa Auto Parts	101-43121-430-42210	5.52	Fuel Filter for Stock
172370	Napa Auto Parts	101-42123-420-42210	47.88	Ultimate Fluid
172370	Napa Auto Parts	602-49450-000-42210	8.80	Oil Filters Stock
172370	Napa Auto Parts	601-49430-000-42210	8.80	Oil Filters Stock
172370	Napa Auto Parts	101-45200-450-42210	15.05	Oil Filters Stock
172370	Napa Auto Parts	101-43121-430-42210	6.64	Seal Washer Street #511
172370	Napa Auto Parts	601-49430-000-42210	228.68	Oil Filters Stock
172370	Napa Auto Parts	101-42123-420-42210	1.38	Fuel Filter for Stock
172370	Napa Auto Parts	602-49450-000-42210	228.68	Oil Filters Stock
172370	Napa Auto Parts	101-42220-420-42210	7.26	De-Icer
172370	Napa Auto Parts	101-45200-450-42210	2.75	Fuel Filter for Stock
172370	Napa Auto Parts	101-42121-420-42210	-122.99	Credit for Invoice 871458 / #1 Brake Pads & Rotor
172370	Napa Auto Parts	101-42220-420-42210	16.82	Molding Tape
172370	Napa Auto Parts	101-45200-450-42210	120.91	Brake Pads
172370	Napa Auto Parts	101-42123-420-42110	7.51	Oil Filters Stock
172370	Napa Auto Parts	101-43121-430-42210	609.81	Oil Filters Stock
172370	Napa Auto Parts	101-43121-430-42210	30.02	Oil Filters Stock
172370	Napa Auto Parts	101-43121-430-42210	23.46	Oil Filters Stock
	Napa Auto Parts		2,378.95	
172371	On Target A & M Inc	603-49500-000-43090	158.91	Utility Billing Insertion
172371	On Target A & M Inc	601-49430-000-43090	158.91	Utility Billing Insertion
172371	On Target A & M Inc	602-49480-000-43090	158.91	Utility Billing Insertion
	On Target A & M Inc		476.73	
172372	OPG-3 Inc	601-49430-000-43090	185.00	SQL Update Address Listing
	OPG-3 Inc		185.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Orchard Trust Company	101-00000-000-21706	9,406.88	PR Batch 00516.08.2021 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,265.00	PR Batch 00516.08.2021 Roth Deferred Compensation
	Orchard Trust Company		10,671.88	
0	Paape Companies Inc	101-45126-450-44010	6,900.00	HVAC Repairs
0	Paape Companies Inc	101-45122-450-44010	598.50	Repair Roof Top Unit Fan
0	Paape Companies Inc	101-45122-450-44010	485.00	Repair Network Issues after Power Outage
	Paape Companies Inc		7,983.50	
172373	Papenfus Ronnie	101-45200-450-42110	132.00	Steel
	Papenfus Ronnie		132.00	
172374	Paradise Center for the Arts	101-41110-410-44383	2,000.00	2nd Half Faribault Art Center
	Paradise Center for the Arts		2,000.00	
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	12.25	Bottled Water for Resale @ Aquatic Center
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	585.85	Gatorade Lemonade Soda
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	142.80	Water & Lemonade for Resale @ Aquatic Center
	Pepsi Cola of Mankato Inc		740.90	
172375	Petty Cash	101-42110-420-42110	20.00	Water for Critical Incident 21-2478
	Petty Cash		20.00	
172376	Plunkett's Pest Control	101-45126-450-44010	54.00	Pest Control
172376	Plunkett's Pest Control	101-45122-450-44010	37.85	FCC Pest Control
172376	Plunkett's Pest Control	101-45126-450-44010	56.16	Pest Control
	Plunkett's Pest Control		148.01	
172377	Polzin Thomas	101-45122-450-44010	1,028.00	COVID Glass - FCC Indoor Pool
	Polzin Thomas		1,028.00	
0	Property Pros	241-46330-461-44010	42.00	527 Lincoln Kitchen Sink Drain Repair
0	Property Pros	241-46330-461-44010	168.00	Duplicate Billing
0	Property Pros	241-46330-461-44010	210.00	1524 Western Replaced Door
0	Property Pros	898-46310-000-44010	209.38	1324 Prairie Avenue Spray Weeds July 2021

Check Numb	Last Name	Acct 1	Amount	Description
0	Property Pros	898-46310-000-44010	10.50	1324 Prairie Ave 124 Changed Bulbs
0	Property Pros	241-46330-461-44010	84.00	1522 Western Replace Countertop
0	Property Pros	898-46310-000-44010	84.00	1324 Prairie Ave Water Softener Turn Off Water
0	Property Pros	241-46330-461-42110	411.22	910 SW 1st Street Sherwin Williams Paint/Brushes
0	Property Pros	241-46330-461-42110	337.01	1st Street Shed Lamperts Plywood Shingles
0	Property Pros	211-46310-460-44010	45.00	16 SE 1st Street Spray Weeds July 2021
0	Property Pros	241-46330-461-44010	1,300.00	49 Units Spray Weeds Jul 2021
0	Property Pros	241-46330-461-44010	3,024.00	910 SW 1st Street Paint & Repairs
0	Property Pros	211-46310-460-44010	37.00	16 SE 1st Street Spray Weeds July 2021
0	Property Pros	241-46330-461-44010	336.00	1534 Western Replaced 2 Doors
0	Property Pros	898-46310-000-44010	42.00	1324 Prairie Avenue Move Swing to Back Patio
0	Property Pros	241-46330-461-44010	42.00	904 C Spring Road Snaked Toilet
0	Property Pros	241-46330-461-42110	50.00	1st Street Shed Weather Guard
0	Property Pros	241-46330-461-44010	550.00	49 Units Litter Removal July 2021
0	Property Pros	898-46310-000-44010	420.00	1324 Prairie Ave Move Water Heater and Furnace to 1st Street Ga
0	Property Pros	241-46330-461-44010	210.00	1528 Western Replaced Upstairs Door
0	Property Pros	241-46330-461-42110	18.22	910 SW 1st Street Faribault Ace Caulk/Toilet Shims
0	Property Pros	898-46310-000-44010	42.00	1324 Prairie Ave 108 Toilet Repair
0	Property Pros	898-46310-000-44010	37.00	1324 Prairie Avenue Spray Weeds July 2021
0	Property Pros	898-46310-000-44010	10.50	1324 Prairie Ave 206 Changed Bulbs
0	Property Pros	898-46310-000-44010	84.00	1324 Prairie Avenue Fill Holes in Lawn
0	Property Pros	241-46330-461-44010	249.00	Western/Shumway/Lincoln/Spring Spray Weeds July 2021
0	Property Pros	241-46330-461-44010	105.00	902 B Spring Road Garage Leak Repair
0	Property Pros	241-46330-461-44010	147.00	830 SW 9th Street Repair Entry Door/Repair Cabinets
0	Property Pros	241-46330-461-44010	882.00	1st Street SW Shed Repairs Roof Shingles Shelving
0	Property Pros	241-46330-461-44010	315.00	1323 NW 7th Street Repair Basement Wall from Leak in Bathroom
0	Property Pros	241-46330-461-42110	22.53	1323 NW 7th Street Lamperts Drywall Joint Compound
0	Property Pros	241-46330-461-42110	8.35	910 SW 1st Street Faribault Fleet Supply Gaskets
	Property Pros		9,532.71	
0	Public Employees Retirement Association	101-00000-000-21705	18,432.17	PR Batch 00516.08.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	27,648.27	PR Batch 00516.08.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	19,781.98	PR Batch 00516.08.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,144.35	PR Batch 00516.08.2021 PERA Coordinated
	Public Employees Retirement Association		83,006.77	
172378	Pump & Meter Service, Inc	601-49430-000-44010	66.04	Fuel System Maintenance
172378	Pump & Meter Service, Inc	603-49500-000-44010	9.38	Fuel System Maintenance
172378	Pump & Meter Service, Inc	101-43121-430-44010	634.54	Fuel System Maintenance
172378	Pump & Meter Service, Inc	602-49450-000-44010	66.04	Fuel System Maintenance

Check Numb	Last Name	Acct 1	Amount	Description
	Pump & Meter Service, Inc		776.00	
172379	Quality Appliance Inc	101-42110-420-44010	214.00	Repaired Ice Maker
	Quality Appliance Inc		214.00	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Management Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	101-42110-420-42210	-25.00	Credit Invoice 50205713 / #8
0	R C Bliss Inc	101-42110-420-42210	225.20	Alternator Assembly #8
	R C Bliss Inc		200.20	
172380	Rail Pros Field Services Inc	601-49430-000-43090	8,700.00	Railroad Observer For Watermain Connection
	Rail Pros Field Services Inc		8,700.00	
172381	Ramy Turf Products LLC	603-49500-000-42240	1,330.00	Matting And Seed For Ground Repairs
	Ramy Turf Products LLC		1,330.00	
172382	Recap Advisors LLC	241-46330-461-43090	2,448.75	Public Housing RAD Feasibility 7/1/21 to 7/31/2021
	Recap Advisors LLC		2,448.75	
172383	Recreation Supply Company	101-45122-450-42230	684.40	Pool Ladder and Lane Line Parts
	Recreation Supply Company		684.40	
172384	Rice County	873-49499-000-44371	6,148.51	Roberds Lake Sewer Collected - July
	Rice County		6,148.51	
172385	Rice County Historical Society	101-41110-410-44383	6,250.00	Alexander Faribault House
	Rice County Historical Society		6,250.00	
0	Ronco Engineering Sales	101-43126-430-42110	185.30	Hydraulic Fittings For Stock

Check Numb	Last Name	Acct 1	Amount	Description
	Ronco Engineering Sales		185.30	
0	Schilling Supply Company	101-41940-410-42230	281.28	Cleaning Kit
	Schilling Supply Company		281.28	
172386	Schlangen Bryan	101-45200-450-44050	5,100.00	Ballfield Dugouts Padding & Netting
	Schlangen Bryan		5,100.00	
172387	Sherwin Williams Company #3037	898-46310-000-42110	262.90	5 Gallons Paint
172387	Sherwin Williams Company #3037	101-43170-430-42240	131.95	Paint For Streets
	Sherwin Williams Company #3037		394.85	
172388	SHI International Corp	101-42123-420-42420	6,558.00	Panasonic Toughbooks (2)
172388	SHI International Corp	101-41510-410-43095	21.00	Acrobat Pro License
	SHI International Corp		6,579.00	
0	Short Elliott Hendrickson Inc	602-49480-000-45300	33,698.04	Flood Wall Construction Administration
	Short Elliott Hendrickson Inc		33,698.04	
172390	Sirek Hydraulic Service Inc	225-49810-430-42210	15.01	Fitting for Ford Tractor
	Sirek Hydraulic Service Inc		15.01	
172389	Sirek Kathy	101-00000-000-20810	3.29	Partial Refund - Sales Tax
172389	Sirek Kathy	101-00000-450-34721	47.83	Partial Refund - FFAC Pass
172389	Sirek Kathy	101-00000-000-20816	0.24	Partial Refund - Rice County Tax
	Sirek Kathy		51.36	
0	Sjodin Josh	101-42121-420-43310	28.00	Active Shooter Training J Sjodin
	Sjodin Josh		28.00	
172391	SM Engineering Co	898-46310-000-43090	32.61	1324 Prairie Avenue Electric Utility Monitoring For Savings
	SM Engineering Co		32.61	

KEY: General (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
172392	Smith & Wesson Corp	101-42123-420-42410	48.79	MAG Follower-Magazine Spring
	Smith & Wesson Corp		48.79	
172393	Sod House Theater	101-45130-450-43131	500.00	Theatre Performance in the Park
	Sod House Theater		500.00	
172394	South Metro SWAT	101-42123-420-43310	318.38	Meals/Water/Etc-SWAT Training
	South Metro SWAT		318.38	
172395	Southeast Service Cooperative	101-41800-410-44330	250.00	Insurance Coop Membership
	Southeast Service Cooperative		250.00	
172396	Southern Minnesota Inspection Co LLC	101-42210-420-44010	262.30	Inspection of Hoist in Hose Tower
	Southern Minnesota Inspection Co LLC		262.30	
172397	Spooner Jayne	101-45200-450-42250	82.61	Plants for Fleckenstein Bluffs Park
172397	Spooner Jayne	101-45200-450-42250	239.88	Plants for Fleckenstein Bluffs Park
	Spooner Jayne		322.49	
0	Springbrook Holding Company LLC	601-49430-000-44325	1,409.50	Civic Pay Fees - July
0	Springbrook Holding Company LLC	602-49450-000-44325	1,409.50	Civic Pay Fees - July
	Springbrook Holding Company LLC		2,819.00	
172398	State Industrial Products	601-49430-000-42110	48.88	Car Wash Soap
172398	State Industrial Products	603-49500-000-42110	48.86	Car Wash Soap
172398	State Industrial Products	602-49450-000-42110	48.88	Car Wash Soap
172398	State Industrial Products	101-43121-430-42110	48.88	Car Wash Soap
	State Industrial Products		195.50	
0	Stop Stick Ltd	101-42123-420-42410	187.00	Stop Stick
	Stop Stick Ltd		187.00	
172399	Swanston Equipment Corporation	101-43121-430-42210	-575.00	Return Auger Switch / Street #302
172399	Swanston Equipment Corporation	101-43121-430-42210	590.34	Auger On Off Switch / Street #302

Check Numb	Last Name	Acct 1	Amount	Description
	Swanston Equipment Corporation		15.34	
172400	Titan Machinery	601-49430-000-42210	330.00	Hydraulic Fittings For The Backhoe
	Titan Machinery		330.00	
172401	T-Mobile	101-43190-430-43210	51.26	GPS Connection
	T-Mobile		51.26	
172402	Tom's Lock & Key, LLC	241-46330-461-42110	12.00	910 SW 1st Street 4 Keys
172402	Tom's Lock & Key, LLC	241-46330-461-44010	90.00	910 SW 1st Street Rekey Locks
	Tom's Lock & Key, LLC		102.00	
172403	Truck Center Companies East LLC	101-42220-420-42210	11.28	Nut for #2117
172403	Truck Center Companies East LLC	101-43121-430-42210	-46.38	Wheel Cover For #217
172403	Truck Center Companies East LLC	101-43121-430-42210	138.29	Hub Cover/Stud Extender #217
	Truck Center Companies East LLC		103.19	
0	Ulrich Lance	101-42123-420-43310	14.00	Basic PIT / L Ulrich
	Ulrich Lance		14.00	
172404	Ultimate Safety Concepts Inc	101-42220-420-42410	2,420.00	Camel Lifting Device
	Ultimate Safety Concepts Inc		2,420.00	
172405	US Bank Equipment Finance	101-41940-410-44160	128.07	Equipment ID 109061
172405	US Bank Equipment Finance	240-46210-460-44160	128.08	Equipment ID 109043
	US Bank Equipment Finance		256.15	
0	Utility Consultants Inc	602-49480-000-43090	916.10	Lab Testing
0	Utility Consultants Inc	601-49430-000-43090	225.00	Monthly Coliform Test
	Utility Consultants Inc		1,141.10	
172406	Verizon Wireless	602-49480-000-43210	68.26	WWTP Phones
172406	Verizon Wireless	101-41580-410-43210	41.36	Data -IT
172406	Verizon Wireless	602-49450-000-43210	70.02	Data Air Cards- sewer

Check Numb	Last Name	Acct 1	Amount	Description
172406	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
172406	Verizon Wireless	101-42220-420-43210	35.01	Data Fire Captains
172406	Verizon Wireless	603-49500-000-43210	210.06	Data Air Cards- storm
172406	Verizon Wireless	902-00000-000-23935	1,681.27	Monthly Data Bill
172406	Verizon Wireless	902-00000-000-23935	-1,681.27	Data Charges-May
172406	Verizon Wireless	101-42110-420-43210	70.02	Data/Admin Ipad
172406	Verizon Wireless	101-43121-430-43210	35.01	Data Street Sign Shop Devices
172406	Verizon Wireless	101-42123-420-43210	840.28	Data Air Cards - MDC
172406	Verizon Wireless	101-45140-450-43210	35.01	Data Community Center Youth Sports
172406	Verizon Wireless	601-49430-000-43210	241.23	Data Air Cards- water
	Verizon Wireless		1,681.27	
172407	W W Goetsch Associates Inc	602-49480-000-44040	1,655.00	Rebuild 3202 Pump #4
172407	W W Goetsch Associates Inc	602-49480-000-42210	4,797.99	Pump Parts
	W W Goetsch Associates Inc		6,452.99	
172408	Wal-Mart	101-42210-420-42230	19.80	Face Tissue & Plant Food Compost
172408	Wal-Mart	101-45125-450-42110	36.00	Gatorade & Candy-Aquatic Center
172408	Wal-Mart	101-45125-450-42110	83.02	Baskets Thermometers Spray Bottles Gatorade Tongs
172408	Wal-Mart	101-42210-420-42410	482.86	LG TV Screen for Apparatus Floor
172408	Wal-Mart	101-45125-450-42990	29.76	Hot Dog Buns
	Wal-Mart		651.44	
172409	Walstein Howard	101-45130-450-43131	500.00	Concerts in the Park - Kids Dance
	Walstein Howard		500.00	
172410	Waste Management of WI-MN	101-45200-450-43840	365.28	Central Ave 7/1/21-7/31/21
172410	Waste Management of WI-MN	101-45200-450-43840	122.85	Dumpster Rental/Refuse (Corkey's)
	Waste Management of WI-MN		488.13	
0	WSB & Associates Inc	603-49500-000-43090	10,493.25	SWMP Update/Modeling/MS4 6/1/21-6/30/21
0	WSB & Associates Inc	603-49500-000-43090	10,165.75	SWMP Update/Modeling/MS4
	WSB & Associates Inc		20,659.00	
172411	Xcel Energy	601-49430-000-43810	31.75	51-0013092616-3 812 8 Ave NW Bldg B-WTP
172411	Xcel Energy	902-00000-000-23935	18,421.87	Misc Utility Bill - July
172411	Xcel Energy	101-43160-430-43810	17,534.17	51-4930975-3 Street Lighting

Check Numb	Last Name	Acct 1	Amount	Description
172411	Xcel Energy	101-43160-430-43810	61.33	51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys.
172411	Xcel Energy	898-46310-000-43810	322.77	1324 Prairie Ave Electric Thru 08/09/2021
172411	Xcel Energy	101-43160-430-43810	55.73	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys.
172411	Xcel Energy	898-46310-000-43830	191.06	1324 Prairie Ave Gas Thru 08/09/2021
172411	Xcel Energy	101-43160-430-43810	116.17	51-0012776642-4 720 4 St NW Street Light Feed Point
172411	Xcel Energy	241-46330-461-43810	38.41	1526 Western Parking Lot Electric thru 8/03/21
172411	Xcel Energy	101-43160-430-43810	42.40	51-0012926306-6 402 Central-Central Ave Signal Sys
172411	Xcel Energy	241-46330-461-43810	8.94	902 A Spring Road Elec Thru 08/09/2021
172411	Xcel Energy	101-43160-430-43810	-99.16	51-0010353780-3 1690 Hwy 60 W-Street Lighting
172411	Xcel Energy	101-43160-430-43810	61.86	51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys.
172411	Xcel Energy	602-49450-000-43810	25.24	51-0012509758-8 1321 Matteson St-Lift Station
172411	Xcel Energy	225-49810-430-43830	25.00	51-0325544-5 Hangar 910G - Rental
172411	Xcel Energy	241-46330-461-43810	37.48	910 SW 1st Street Electric Thru 08/04/2021
172411	Xcel Energy	101-43160-430-43810	62.46	51-0012965373-9 1190 Hwy 60 W Street Light
172411	Xcel Energy	241-46330-461-43830	5.99	1323 NW 7th Street Gas Thru 07/13/2021
172411	Xcel Energy	241-46330-461-43810	8.63	1323 NW 7th Street Elec Thru 07/13/2021
172411	Xcel Energy	225-49810-430-43830	25.00	51-0325271-5 Hangar 910A - City
172411	Xcel Energy	241-46330-461-43830	5.70	902 A Spring Road Gas Thru 08/09/2021
172411	Xcel Energy	241-46330-461-43810	17.75	922 SW 1st Street Parking Lot Electric Thru 08/04/2021
172411	Xcel Energy	101-45200-450-43810	18.79	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter
172411	Xcel Energy	241-46330-461-43830	16.35	910 SW 1st Street Gas Thru 08/04/2021
172411	Xcel Energy	601-49430-000-43810	240.01	51-0012893015-3 812 8 Ave NW-WTP
172411	Xcel Energy	225-49810-430-43830	31.75	51-0013139038-3 3401 Hwy 21 W
172411	Xcel Energy	101-43160-430-43810	147.72	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
172411	Xcel Energy	225-49810-430-43830	25.00	51-0325546-7 Hangar 910B - City
172411	Xcel Energy	902-00000-000-23935	-18,421.87	Xcel Misc-April
172411	Xcel Energy	101-43160-430-43810	16.65	51-5358630-4 45 State Ave Lighting
	Xcel Energy		19,074.95	
172412	Zee Medical Service	602-49480-000-42170	192.45	Supplies for Safety Cabinet
	Zee Medical Service		192.45	
172413	Zep Sales & Service	101-43126-430-42110	384.99	Big Orange Cleaner
	Zep Sales & Service		384.99	
172414	Ziegler Inc	101-43121-430-42210	39.22	Clamp For #111
	Ziegler Inc		39.22	

KEY: General (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
			697,252.02	

KEY: General (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	August 24, 2021
SUBJECT:	Approve Encroachment Agreement at 427 Division Street East

Background:

The property owner at 427 Division Street East is currently in the process of selling the property. During title work for the sale, an encroachment of an accessory structure into 5th Ave. SE public right of way was identified. It is likely that the structure was built at the same time as the house (1914). The property owner is requesting that the encroachment be allowed to remain.

The City Attorney has drafted an encroachment agreement to allow the encroachment to remain. A new agreement will have to be executed with the buyer of the property upon completion of the sale.

Recommendation:

Approve Encroachment Agreement at 427 Division Street East

Attachments:

1. Encroachment Agreement

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT made and entered into as of this ____ day of _____, 2021, by and between Jeremy Bokman the owner of real property located at 427 Division Street East, Faribault, Minnesota 55021 (hereinafter referred to as "Owner") and the City of Faribault, a Minnesota municipal corporation (hereinafter referred to as "City").

RECITALS

A. The Owner is the fee Owner of certain real estate located at 427 Division Street East, located in the City of Faribault, Rice County, Minnesota, legally described on the attached Exhibit A ("Property").

B. The Property is subject to a platted right-of-way easement on its eastern boundary (the "Easement") and an accessory structure, a garage, (the "Encroachment") is partially located within said Easement contrary to local laws and regulations (the "Encroachment Area"). A depiction of the Encroachment Area is contained on Exhibit B, attached hereto.

C. The City is willing to allow the Encroachment to remain on Encroachment Area subject to the terms and conditions contained in this Agreement.

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this Agreement.

2. **Grant of Limited Use Within Encroachment Area.** The City warrants that it owns and has the right to grant this limited use interest affecting the Encroachment Area. The City grants the Owner the right to encroach into the Encroachment Area for the sole purpose of maintaining the Encroachment. The permission granted by the City under this Agreement is limited exclusively to such purpose. This Agreement only creates a licensee to maintain the Encroachments and does not create any interest in real property.

3. **Scope.** The City reserves the right to use its right-of-way, including the Encroachment Area during the term of this Agreement for its own purposes. Nothing herein shall prevent the City from taking any action necessary to exercise its interest in the right-of-way, including excavation which will render the Encroachment Area unusable. In the event the Encroachment Area becomes unusable for the use contemplated herein, the Owner shall have no claim against the City.

4. **Maintenance and Repair.** The Owner shall repair and maintain the Encroachment in a structurally sound manner, with paint that is not peeling, faded or chipped and roofing materials in good condition, as may be determined by the City Building Official. The

Owner agrees to pave the driveway and on-site parking areas as required by Sec. 8-100 of the Unified Development Ordinance.

In the event that Owner fails to repair or maintain the Encroachment Area during the term of this Agreement, such limited use granted may be revoked by the City. Upon termination of this Agreement, Owner shall remove the encroachment from the City right-of-way.

5. **Hold Harmless; Indemnification.** Any and all claims that arise or may arise against the Owner, its officers, employees, agents or contractors while engaged in its use of the Encroachment Area shall in no way be the obligation of the City. Furthermore, Owner shall indemnify, hold harmless and defend the City, their officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which the City, its officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by Owner, its officers, employees, agents or contractors or arising out of or by reason of this Agreement. Nothing in this Agreement shall be construed as a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law.

6. **Insurance.** During the term of this Agreement, Owner shall procure and keep in force a general property casualty insurance policy which shall include the area designated within the Encroachment Area. Any claims for damages based upon Owner's use of the Encroachment Agreement shall be submitted to Owner's insurance policy. The City shall be named as an additional insured on such policy.

7. **Term.** This Agreement shall be effective upon execution and shall terminate on December 31, 2021.

8. **Termination.** The Owner or City may terminate this Agreement at any time for any reason, or for no reason at all, by providing 30 days' written notice to the other party. Upon termination of this Agreement, Owner shall immediately remove any vehicles, equipment, and any other personal property from the Encroachment Area and return the Encroachment Area to the condition it was in prior to the Owners use at Owners sole cost.

9. **Notices.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by certified or registered mail or delivered personally to the respective address of each party as set forth in the beginning of this Agreement.

10. **Recording.** The City shall record this Agreement and any amendments thereto in the office of the Rice County Recorder or Registrar of Titles.

11. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other written or oral agreements between the

parties. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by the parties to be affected by said modification or additional obligation.

12. **Assignment.** The Owner shall not have the right to assign any rights under this Agreement except with the prior, express, and written consent of the City and the entering of a new Agreement with any new Owner of the Property.

IN WITNESS WHEREOF, the Owner and City has executed this Agreement this _____ day of _____, 2021.

OWNER

By: _____
Jeremy Bokman

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

This instrument was acknowledged before me on the 23 day of August, 2021, by Jeremy Bokman, the Owner of the Property located at 427 Division St. E., Faribault, MN 55021.

MICHELE MONICA VOEGELE
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2025

_____
Notary Public

DOCSOPEN\FA105\8\742972.v3-8/20/21

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

This instrument was acknowledged before me on the_____ day of _____, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, on behalf of the City of Faribault, a Minnesota municipal corporation.

_____
Notary Public

DOCSOPEN\FA105\8\742972.v3-8/20/21

EXHIBIT B

Depiction of Encroachment Area

CERTIFICATE OF SURVEY

LOT 1 AND AS DESCRIBED, BLOCK 3, FARIBAULT'S ADDITION TO FARIBAULT, MINNESOTA

REVISION # 0

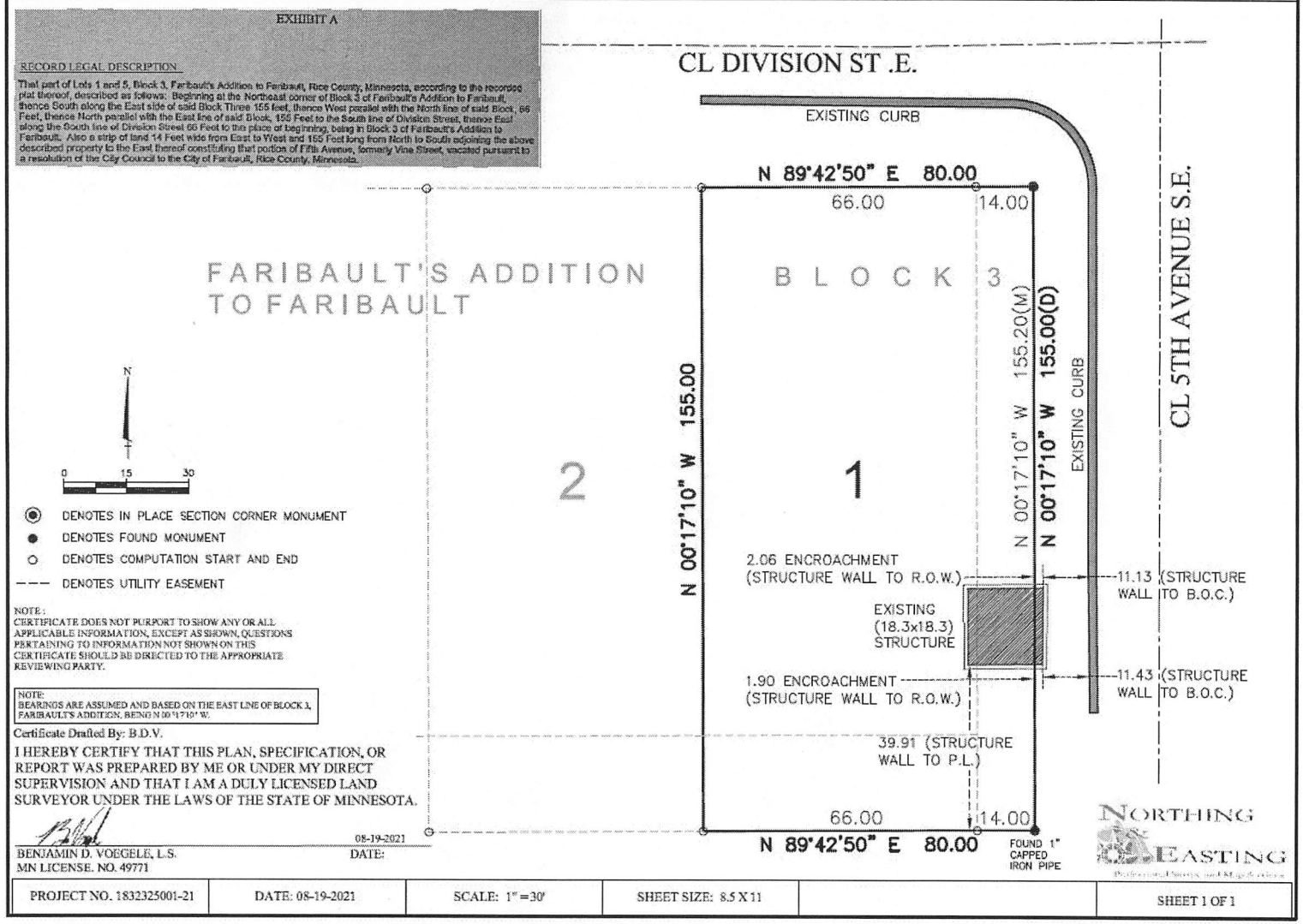
PARCEL OWNER: JEREMEY BOKMAN
427 DIVISION ST E
FARIBAULT MN 55021

PARCEL ID:
18.32.3.25.001

EXHIBIT A

RECORD LEGAL DESCRIPTION

That part of Lots 1 and 5, Block 3, Faribault's Addition to Faribault, Rice County, Minnesota, according to the recorded plat thereof, described as follows: Beginning at the Northeast corner of Block 3 of Faribault's Addition to Faribault, thence South along the East side of said Block Three 155 feet, thence West parallel with the North line of said Block, 66 Feet, thence North parallel with the East line of said Block, 155 Feet to the South line of Division Street, thence East along the South line of Division Street 66 Feet to the place of beginning, being in Block 3 of Faribault's Addition to Faribault. Also a strip of land 14 Feet wide from East to West and 155 Feet long from North to South adjoining the above described property to the East thereof constituting that portion of Fifth Avenue, formerly Vine Street, vacated pursuant to a resolution of the City Council to the City of Faribault, Rice County, Minnesota.



NOTE:
CERTIFICATE DOES NOT PURPORT TO SHOW ANY OR ALL APPLICABLE INFORMATION, EXCEPT AS SHOWN, QUESTIONS PERTAINING TO INFORMATION NOT SHOWN ON THIS CERTIFICATE SHOULD BE DIRECTED TO THE APPROPRIATE REVIEWING PARTY.

NOTE:
BEARINGS ARE ASSUMED AND BASED ON THE EAST LINE OF BLOCK 3, FARIBAULT'S ADDITION, BEING N 00°17'10" W.

Certificate Drafted By: B.D.V.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BENJAMIN D. VOEGELE, L.S.
MN LICENSE. NO. 49771

DATE: 08-19-2021

PROJECT NO. 1832325001-21	DATE: 08-19-2021	SCALE: 1" =30'	SHEET SIZE: 8.5 X 11		SHEET 1 OF 1

EXHIBIT A

Legal Description of the Owners' Property

That part of Lots 1 and 5, Block 3, Faribault's Addition to Faribault, Rice County, Minnesota, according to the recorded plat thereof, described as follows: Beginning at the Northeast corner of Block 3 of Faribault's Addition to Faribault, thence South along the East side of said Block Three 155 feet, thence West parallel with the North line of said Block, 66 Feet, thence North parallel with the East line of said Block, 155 Feet to the South line of Division Street, thence East along the South line of Division Street 66 Feet to the place of beginning, being to Block 3 of Faribault's Addition to Faribault. Also a strip of land 14 Feet wide from East to West and 155 Feet long from North to South adjoining the above described property to the East thereof constituting that portion of Fifth Avenue pursuant to a resolution of the City Council to the City of Faribault, Rice County, Minnesota.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	August 24, 2021
SUBJECT:	Approve 1-4 Day Temporary Liquor License for the Rice County Fair

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Background:

The Rice County Fair has submitted an application and permit for a 1-4 Day Temporary On-Sale Liquor License for an event that will be held at the Fairgrounds on September 18, 2021.

Recommendation:

Staff recommends approving a 1-4 Day Liquor License for the Rice County Fair pending completion of a background check and review of liability insurance.

Attachments:

1. Rice County Fair 1-4 Day Application

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organized	[redacted]
Rice County Fair	1975	

Address	City	State	Zip Code
P.O. Box 393	Faribault	MN	55021

Name of person making application	Business phone	Home phone
John Dvonak	507-332-2470	952-394-4599

Date(s) of event: September 18th 2021

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☑ Other non-profit

Organization officer's name	City	State	Zip Code
Tara Langevin	Faribault	Mn	55021
Colleen Almen	Faribault	Mn	55021
Sandy Flom	Faribault	Mn	55021
Chris Paschke	Faribault	Mn	55021

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

Fairgrounds- beer garden

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

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

Farbo Insurance

APPROVAL

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

City or County approving the license

Date Approved

Fee Amount

Permit Date

Date Fee Paid

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-171 Approve a Corner Side Yard Variance for a Roof Canopy at 5 Greenhaven Bay

Background:

Travis and Brenda Beaupre (property owners), have applied for a setback variance to allow a 6-foot entrance canopy roof to be constructed on their home that would extend into the required corner side yard setback area along the Green Drive side of their lot located at 5 Green Haven Bay. The property is located in the R-2 Low Density Residential District. The Unified Development Ordinance (UDO) requires a 25-foot yard area, but does permit a 3-foot canopy encroachment into the 25-foot required yard area. The home was built in 1986, and was constructed right at the 25-foot setback line. The owners wish to protect the entrance on this side (northeast side) of their home from the weather and sun. They desire to have a 6-foot canopy (versus a 3-foot canopy allowed per the UDO), that would extend toward the street to cover the existing cement landing and provide enough room to open the door.

At its meeting of August 3, 2021, the Development Review Committee (DRC) discussed the variance application submitted by the property owners. The DRC found that the application did not meet the findings as required by the UDO. The committee noted that the general purpose and intent of the zoning ordinances is to establish minimum development standards specific to each district to protect property values by limiting structural separation from the street and by providing a minimum yard area for residential uses. Further, the DRC noted that the site is not unique. It does not have unusual conditions that prevent a reasonable use of the property or prevent the development from meeting established setback standards and allowed encroachments as specified in the ordinance. For these reasons, the DRC recommended against approval of the variance application in this particular case.

On August 16, 2021, the Planning Commission, after proper notice, held a public hearing regarding this application. The Planning Commission received the staff report including the DRC recommendation with findings

against the approval of the application. There was no one from the public present during the public hearing, City staff received one call regarding the public hearing notice, but no objections from the public were received. The Planning Commission members determined that the application for a variance was justified due to the placement of the home on the lot at the minimum setback. They felt the improvement to the home was a benefit to the City, which encourages investment in properties. For these reasons, the Planning Commission recommends approval of the variance application and they approved findings in support of the variance request.

Recommendation:

Adopt Resolution 2021-171 to approve a corner side yard setback variance for a 9-foot 4-inch by 6-foot roof canopy to extend into the required yard area at 5 Greenhaven Bay.

Attachments:

1. Resolution 2021-171 Approve a Corner Side Yard Variance - 5 Greenhaven Bay
2. Planning Commission Memo - 5 Greenhaven Bay

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-171

APPROVE A CORNER SIDE YARD VARIANCE FOR A ROOF CANOPY AT 5 GREENHAVEN BAY

WHEREAS, Travis and Brenda Beaupre (Property Owners), have requested a corner side yard setback variance to construct a six-foot roof canopy extension at the east entrance of their home at 5 Greenhaven Bay (the subject property), legally described in as follows:

> Lot 1, Block 3, Green Haven Estates in the City of Faribault, Rice County, Minnesota.

; and

WHEREAS, the subject property is in the R-2, low Density Residential District; and

WHEREAS, the City's Unified Development Ordinance requires properties in the R-2, Low Density Residential District to have minimum corner side yard setback of 25 feet with a permitted encroachment of up to three feet for canopies; and

WHEREAS, the proposed roofed canopy would extend six feet into the required corner side yard, as generally shown in Exhibit B; and

WHEREAS, City Staff has completed a review of the Applicant's variance application and presented a report and recommendation on the variance request to the Planning Commission; and

WHEREAS, the Planning Commission, on the 16th day of August 2021, following proper notice, held a public hearing regarding the Applicant's variance application; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the requested variance based on the following findings as required by Section 2-460 of the City of Faribault, Unified Development Ordinance:

1. **The variance is in harmony with the general purposes and intent of the City's ordinances.** The subject property is in a low-density residential zoning district with standard/uniform setback requirements. The intent of the zoning district setbacks is to provide open space between the street and buildings. The requested variance would allow roofed canopy with open sides to encroach into the required yard area. Due to its open sided design the proposal will not have major visual impact on the open space as viewed from the street and adjoining property in this area. Therefore, the requested variance is in harmony with the general purposes and intent of the City's ordinances.

2. **The variance is consistent with the Comprehensive Plan.** The Journey to 2040 Comprehensive Plan guides the subject property for a established residential uses in this neighborhood. The proposed canopy does not change the current residential nature of the existing use of the property. Approval of the requested variance is consistent with the Comprehensive Plan's guiding principles to improve existing development in the city.

3. **The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.** The property owners wish to construct the canopy roof to protect the entrance to their home from the sun and weather over an existing cement landing. The home was originally built in 1986, by previous owners, at the minimum setback. It is not practical to reduce the proposed addition's dimensions to meet the permitted 3-foot canopy encroachment because it would not fully cover the existing landing area, and will not provide adequate protection from the sun and weather at the entrance there. The proposed addition would not adversely affect neighboring properties or the public. Therefore, the requested variance is a reasonable request.

4. **Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control.** The subject property is a corner lot and the home was built in 1986 at the minimum corner side yard setback from Green Drive. While it was not originally determined by the builders and prior owners, that the sun and weather would impact the entrance on the east side of the home, the current owners find it necessary to cover this entrance at this time. The proposed canopy extension would not adversely affect neighboring properties.

5. **The variance does not alter the essential character of the neighborhood.** The proposed roofed canopy extension, due to its small size and open sided design, would not stand out as an unusual condition that would alter the neighborhood's character.

6. **The variance requested is the minimum variance which would alleviate the practical difficulties.** It is not practical to reduce the size of the proposed roofed canopy to reduce or eliminate the need for a side yard variance since it would not fully cover the landing and not provide sufficient protection from the sun and weather. The proposed addition must have the proposed dimensions to function properly on the subject property.

7. **Economic conditions alone do not constitute practical difficulties.** The variance request is based on a practical need for the size of the roofed canopy to function appropriately. The variance request is not based solely on economic conditions.

WHEREAS, the City Council, on the 24th day of August 2021, at a public meeting considered the Applicant's variance request, reviewed City Staff's report to the Planning Commission, and considered the results of the public hearing; and

WHEREAS, the City Council concurs with Planning Commission's recommendation and findings as stated in the above recitals and hereby makes the identical findings.

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

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

Section 2: Approval of the Variance. The Faribault City Council hereby approves a variance at 5 Greenhaven Bay, to allow construction of a roof canopy over the entrance landing of the home, extending 6 feet into the required corner side yard along Green Drive. The variance will result in a six-foot encroachment into the required corner side yard, whereas the City's ordinance allows a three-foot encroachment for canopies.

Section 3: Conditions of Approval. The variance's approval is subject to conditions listed herein as authorized under Section 2-470 of City's Unified Development Ordinance, all of which are necessary to comply with the standards established by the City's ordinances, or to reduce or minimize the effect of such variance upon other properties in the area and to better carry out the intent of the variance. The conditions of the variance approval are as follows:

1. The roof canopy must be constructed in a manner substantially consistent with the plans attached as Exhibit A with this resolution. The Faribault Development Review Committee is authorized to approve minor revisions to the building addition plans that meet this resolution's intent.

2. The materials and colors of the proposed roof canopy, shall be compatible with the existing home.

3. The canopy shall not extend more than six feet from the building.

4. The approved corner side yard variance applies only to the proposed roof canopy at the Green Drive entrance. The approved variance does not allow additional building expansion in a manner inconsistent with the City's ordinances.

5. The Property Owners shall be responsible for verifying property lines prior to construction.

6. The Owner shall obtain a building permit from the City before starting construction on the proposed roof canopy.

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

Date Adopted: August 24, 2021

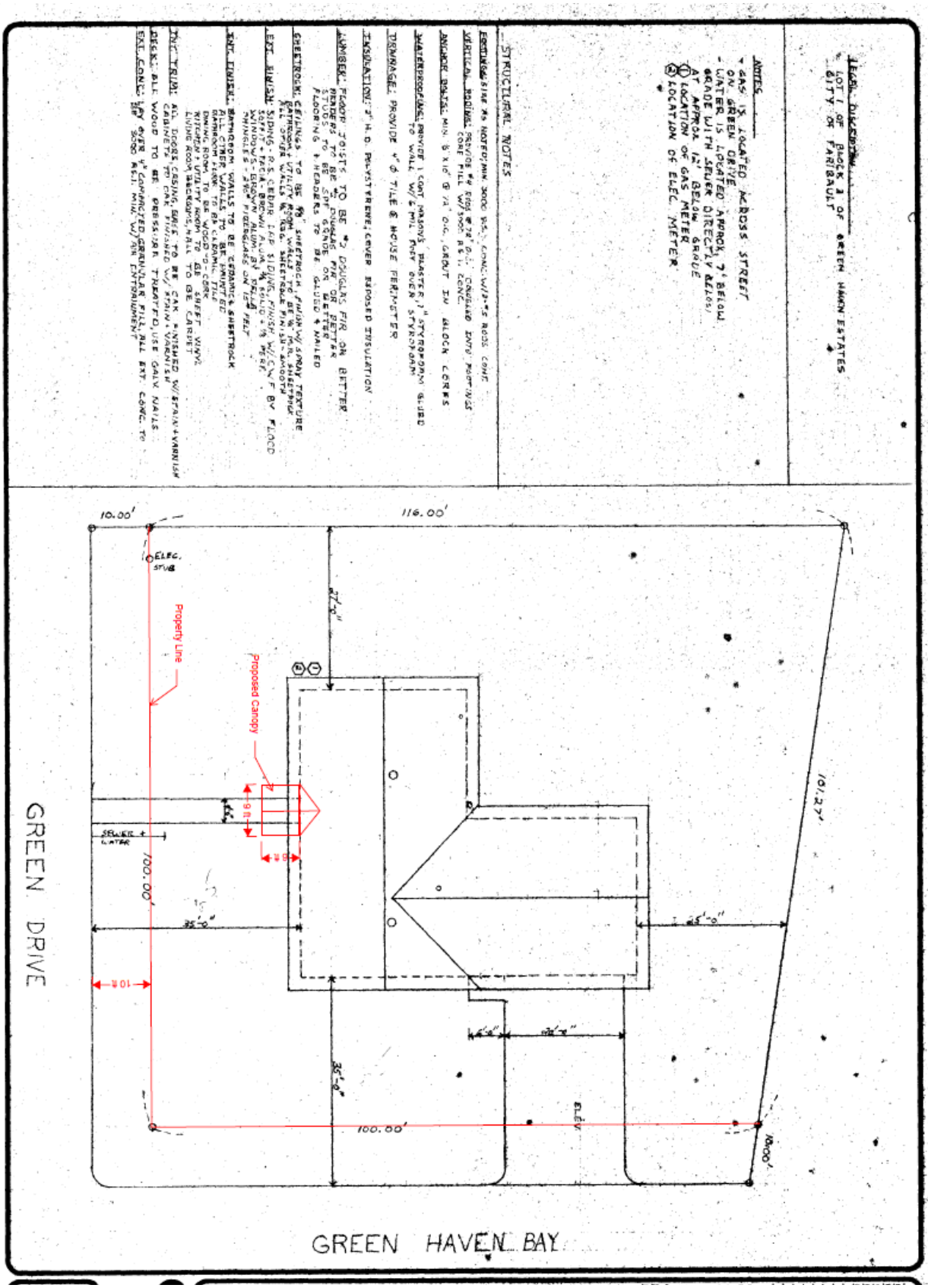
Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

Exhibit A: Site Plan



Roof Canopy Site Plan

City Of Faribault

Request for Action

TO:	Planning Commission
THROUGH:	Deanna Kuennen, C&ED Director
FROM:	Peter Waldock, AICP Planning Coordinator
MEETING DATE:	August 16, 2021
SUBJECT:	Variance Application – Canopy Encroachment into Front Yard Setback area – 5 Greenhaven Bay

Background:
Travis and Brenda Beaupre (property owners), have applied for a setback variance to allow a 6' entrance canopy roof to extend into the Green Drive corner side yard area at their home located at 5 Green Haven Bay. The property is located in the R-2 Low Density Residential District. The Unified Development Ordinance (UDO) permits a 3' canopy encroachment into the 25' required yard area. The home was built in 1986 at the 25' setback line on this corner side.

The owners wish to protect the entrance on this side (northeast side) of their home from the weather and sun. The canopy would extend toward the street to cover the existing cement landing there and provide enough room to open the door.

The application does not appear to meet the required findings for variances as listed in Sec. 2-460 of the UDO. In particular finding numbers one and four from this section are not met in City staff's opinion.

Required finding number one requires the application to be in harmony with the purpose and intent of the ordinance. It can be said that the ordinance intends to preserve a visually uniform setback alignment and a minimum front yard area for all homes along the block and ultimately across the City. This application if approved would not preserve a uniform alignment of homes and would allow one home to be notably closer to Green Drive than other homes on this block and in this subdivision.

Required finding number four provides that there must be unique physical conditions associated with the site that are not found on other lots or homes

in the vicinity or in the City generally, that make it impractical to follow the required setback in this case. The proposed canopy setback would extend closer to the street than the other homes on the block and there are no unique lot conditions that make it impractical to follow ordinance requirements here. The home could have originally been built further back from Green Drive to allow expansion in this direction without a setback variance. This does not qualify as a unique physical condition at the site.

Required finding number five requires that the variance would not be out of character with other development in the area. All of the adjoining homes on the block meet the minimum setback standards and no other encroachments are noted. The application for a large encroachment exceeding code allowances by three feet in this case, would be out of character at this site.

At its meeting of August 3, 2021, the Development Review Committee (DRC) discussed the variance application submitted by the property owners. The DRC found that the application did not meet all of the findings as required by the UDO. The committee noted that the general purpose and intent of the zoning ordinances is to establish minimum development standards specific to each district. This proposal does not meet the established minimum setback standard.

The ordinance provides for variances from the minimum standards in cases where there are unique site conditions such as uusual topography, strange lot configuration (due to roads or natural features), poor soil conditions and other conditions not created by the property owners. In this case, this is a standard lot in this area and no unique conditions are found regarding this site.

For these reasons the DRC finds that the application does not meet the findings necessary for approval of the variance requested.

Recommendation:
The DRC recommends denial of the application for a corner side yard setback variance.

Attachments:
- Draft Resolution for Denial
- Application Materials
- Selected Code Sections

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-___

DENY A CORNER SIDE YARD VARIANCE FOR A ROOF CANOPY AT 5 GREENHAVEN BAY

WHEREAS, Travis and Brenda Beaupre (Property Owners), have requested a corner side yard setback variance to construct a six-foot roof canopy extension at the east entrance of their home at 5 Greenhaven Bay (the subject property), legally described in as follows:

> Lot 1, Block 3, Green Haven Estates in the City of Faribault, Rice County, Minnesota.

; and

WHEREAS, the subject property is in the R-2, low Density Residential District; and

WHEREAS, the City's Unified Development Ordinance requires properties in the R-2, Low Density Residential District to have minimum corner side yard setback of 25-feet with a permitted encroachment of up to three feet for canopies; and

WHEREAS, the proposed roofed canopy would extend six feet into the required corner side yard; and

WHEREAS, City Staff has completed a review of the Applicant's variance

application and presented a report and recommendation on the variance request to the Planning Commission; and

WHEREAS, the Planning Commission, on the 16th day of August 2021, following proper notice, held a public hearing regarding the Applicant's variance application; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council deny the requested variance based on the finding that the application does not meet all of the findings as required by Section 2-460 of the City of Faribault, Unified Development Ordinance as noted below:

1. **Required Finding. The variance is in harmony with the general purposes and intent of the City's ordinances.** The application does not follow the minimum setback standards as listed in the Unified Development Ordinance of the City. The intent and purpose of the setback requirements of the ordinance are to maintain open space and yard area and separate buildings from the street at minimum distance to achieve a uniform appearance among all homes on the block. This application will visually reduce the yard area with the roofed structure in this case. This one home would stand alone on the block with its roof in closer proximity to the street than other homes on the block.

2. **Required Finding. The variance is consistent with the Comprehensive Plan.**

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

4. **Required Finding. Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control.** The subject property is not unique. It appears to be a standard corner lot on relatively level terrain, with no unique layout issues or physical characteristics. Corner lots with home built

to the minimum setback standards are commonly found throughout the City.

5. **Required Finding. The variance does not alter the essential character of the neighborhood.** The proposed roofed canopy extension, would stand with an unusual setback compared to other homes on the block. Therefore, it would alter the neighborhood character.

6. **Required Finding. The variance requested is the minimum variance which would alleviate the practical difficulties.** A roof canopy is allowed to encroach into the required yard area by up to three feet. The proposed six-foot encroachment could be reduced and still have some benefit of providing some protection from the sun and weather at this entrance even though it would not fully cover the landing.

7. **Required Finding. Economic conditions alone do not constitute practical difficulties.**

WHEREAS, the City Council, on the 24th day of August 2021, at a public meeting considered the Applicant's variance request, reviewed City Staff's report to the Planning Commission, and considered the results of the public hearing; and

WHEREAS, the City Council concurs with Planning Commission's recommendation and findings as stated in the above recitals and hereby makes the identical findings.

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

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

Section 2: Denial of the Variance. The Faribault City Council hereby denies the variance requested by the property owners at 5 Greenhaven Bay for a roof canopy over the entrance landing of the home, extending 6 feet into the required corner side yard along Green Drive. The property owners shall be required to follow provisions of the Unified Development Ordinance that allows

no more than a three-foot encroachment for canopies.

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

Date Adopted: August 24, 2021

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

Development Review Committee Memorandum

TO: Development Review Committee

FROM: Peter Waldock, Planning Coordinator

MEETING DATE: August 3, 2021

SUBJECT: Front yard setback variance application at 5 Greenhaven Bay

General Project Information
Applicant: Travis Beaupre
Owner: Travis and Brenda Beaupre
Address/Location: 5 Greenhaven Bay
Requested Action: Review application for front yard setback variance for a roof canopy to encroach into the required 25-foot setback (along Green Drive) by 6-feet where a 3-foot encroachment is the maximum permitted
Anticipated Schedules
DRC Action: August 3, 2021.
Planning Commission (Public Hearing): August 16,2021
City Council Action: August 24, 2021
Deadline to Approve or Deny the Request: September 23, 2021 unless extended by the City

Background:

Travis and Brenda Beaupre (property owners), have applied for a setback variance to allow a 6’ entrance canopy roof to extend into the Green Drive corner side yard area at their home located at 5 Green Haven Bay. The UDO permits a 3’ canopy encroachment into the 25’ required yard area. The home was built in 1986 at the 25’ setback line on this corner side.

Summary of Request:

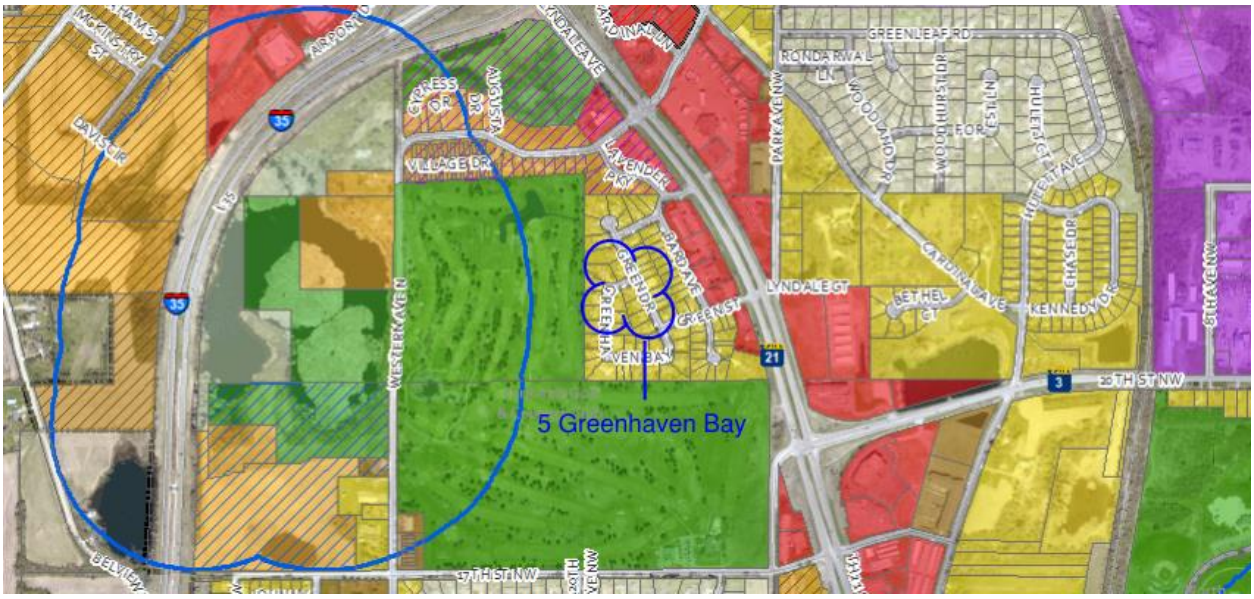
The owners wish to construct a shingled roof canopy extension supported by twin columns on the homes existing entrance landing to a protect the door on this side (northeast side) of the home from the weather and sun. The canopy would have gable roof style that extends toward the street to cover the cement landing there and provide enough room to open the door.

<u>Review Comments</u>.

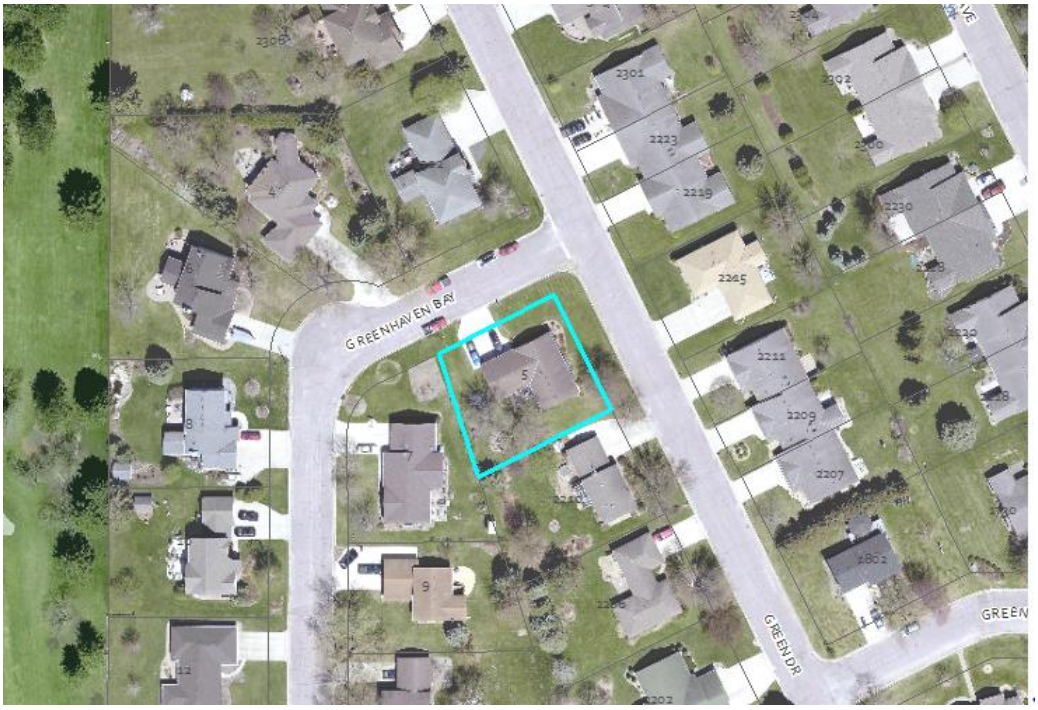
<u>Comprehensive Plan</u>. Established Residential Uses

Zoning. The property is zoned R-2 Low Density Residential District.

Setbacks: 25 feet front yard and corner side yard is required. A canopy may encroach up to 3 feet into the required yard per Sec. 6-120 of the Unified Development Ordinance (UDO).



Surrounding uses include single family detached homes on this block and single family attached and detached homes across Green Drive from the subject site. Other homes on the block appear to meet the setback standards for this district.



Discussion. The application does not appear to meet the required findings for variances as listed in Sec. 2-460 of the UDO. In particular finding numbers one and four from this section are not met.

Sec. 2-460. Required findings for variance.

(A) *Prerequisites for approval.* The City Council shall not vary the regulations of this ordinance, except under Subsection (B) below, unless it makes each of the following findings based upon the evidence presented to it in each specific case:

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

(2) The variance is consistent with the Comprehensive Plan.

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

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

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

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

(7) Economic conditions alone do not constitute practical difficulties.

Required finding number one requires the application to be in harmony with the purpose and intent of the ordinance. It can be said that the ordinance intends to preserve a visually uniform setback alignment and a minimum front yard area for all homes along the block and ultimately across the City. This application if approved would not preserve a uniform alignment of homes and would allow one home to be notably closer to Green Drive than other homes on this block and in this subdivision.

Required finding number four provides that there must be unique physical conditions associated with the site that are not found on other lots or homes in the vicinity or in the City generally, that make it impractical to follow the required setback in this case. The proposed canopy setback would extend closer to the street than the other homes on the block and there are no unique lot conditions that make it impractical to follow ordinance requirements here. The home could have originally been built further back from Green Drive to allow expansion in this direction without a setback variance. This does not qualify as a unique physical condition at the site.

Required finding number five requires that the variance would not be out of character with other development in the area. All of the adjoining homes on the block meet the minimum setback standards and no other encroachments are noted. The application for a large encroachment exceeding code allowances by three feet in this case, would be out of character at this site.

Building Codes. Not Applicable

Engineering. Not Applicable

Public Safety. Not Applicable

Streets and Public Utilities. Not Applicable

Park and Recreation. Not Applicable

Requested DRC Actions

1. DRC review of this application to determine the appropriate recommendation in light of the required findings for variances according to Sec. 2-460 of the UDO.
2. Authorize scheduling this matter for public hearing at the Planning Commission meeting of August 16th rather than September 7th as provided on the published review schedule for applications received on July 23rd as this was.

Attachments:

1. Application
2. Plans and Maps

Sec. 6-120. Setback encroachments.

All required setbacks shall remain open and unobstructed from ground level to the sky, subject to the following permitted obstructions. In no case, however, shall the identified permitted obstructions be located closer than one (1) foot to a property line, except for fences.

(1) Cornices, canopies, eaves, and other ornamental features, provided they do not extend more than three (3) feet into a yard.

(2) Chimneys, fire escapes, uncovered stairs, ramps and necessary landings, bay windows, balconies, uncovered decks or porches, provided they do not extend more than four (4) feet into a yard.

(3) Vestibules, greenhouses, or structures for energy conservation, provided they do not extend more than four (4) feet into a yard.

(4) Driveways and parking areas, subject to the provisions established in Chapter 8, Off-Street Parking and Loading.

(5) Recreational playground equipment.

(6) Fences in compliance with Sections 6-250 and 6-260.

(7) Accessory buildings in compliance with Sections 6-170 through 6-200.

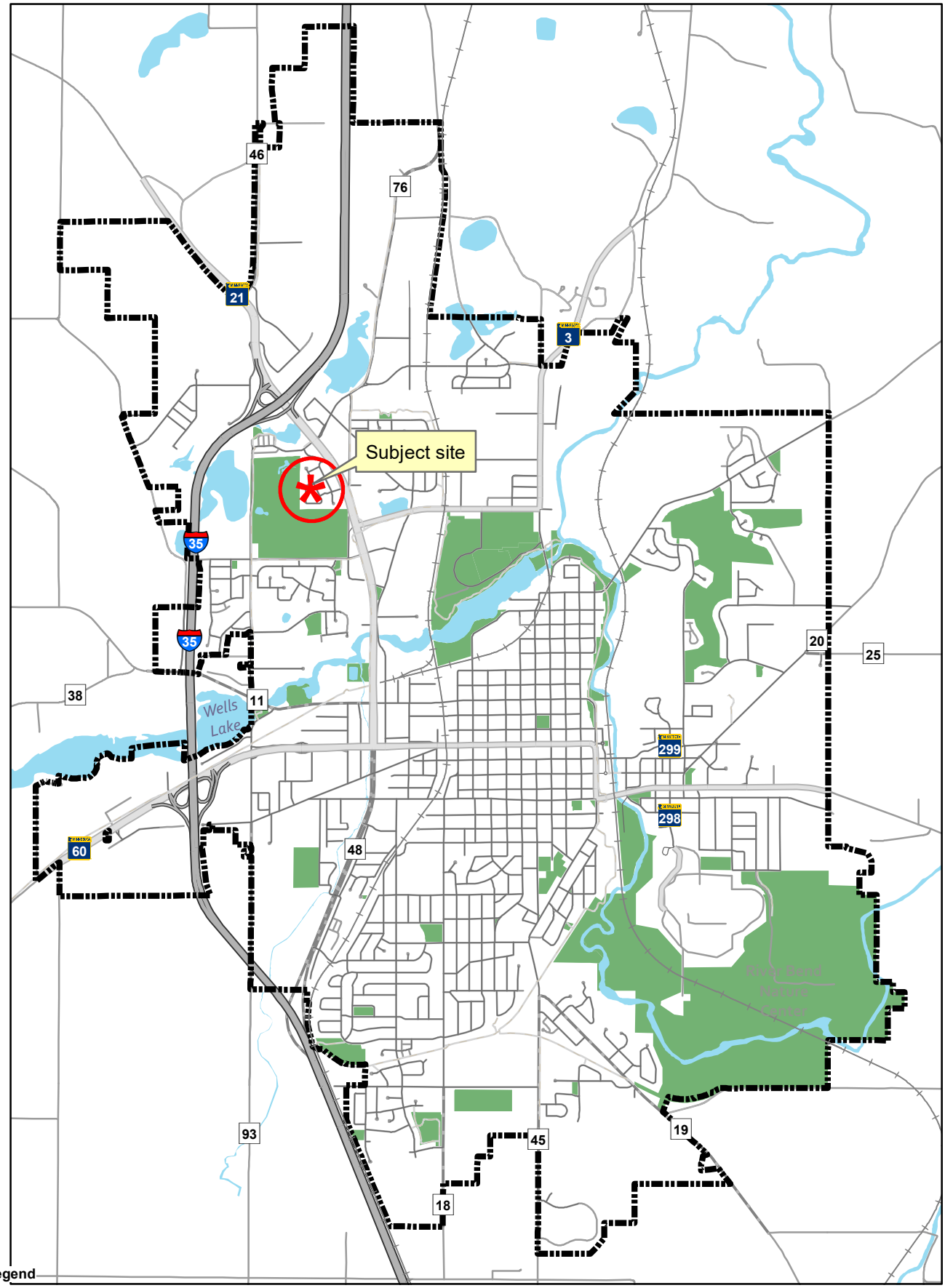
(8) Air-conditioning, heating, ventilation, or other mechanical equipment, subject to the screening requirements specified in Section 6-30. In no case, however, shall such equipment be located in the front yard area or closer than five (5) feet to a side or rear property line.

(9) Containers for storage of household refuse, compost, or firewood.

(10) Signs in compliance with the provisions of Chapter 9, Signs.

(Ord. No. 99-20, § 1, 11-23-99)

Location Map - 5 Greenhaven Bay



Legend

[redacted]

August 13, 2021

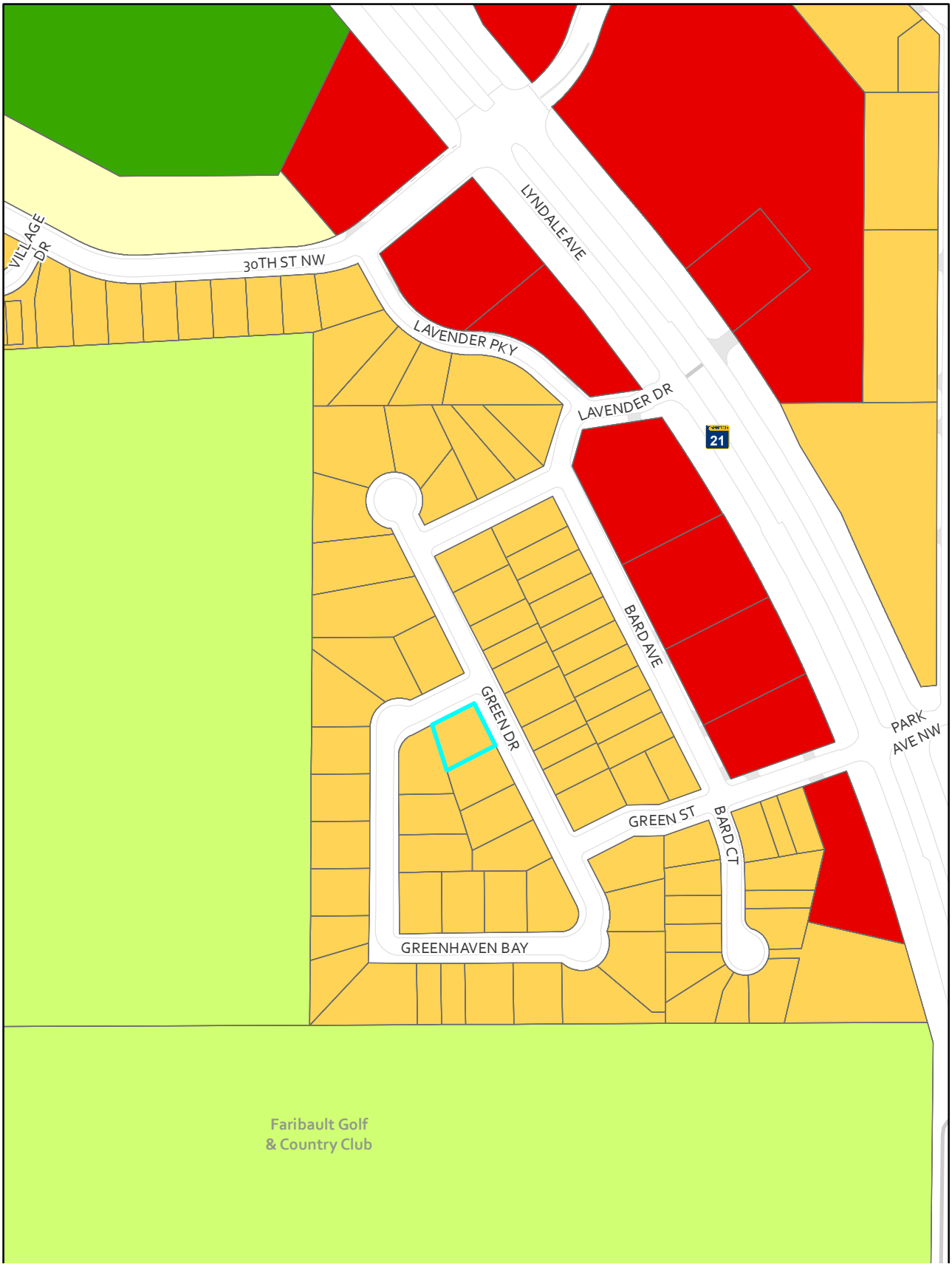
1 in = 3,833 ft

0 900 1,800 3,600 Feet

N W E S

This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100

Comprehensive Plan - 5 Greenhaven Bay



Legend

LandUseFuture **Future Land Use** Airport | Com_In_MU | Downtown | ERN | Golf | Industrial | Inst | PRN | Park | Res_MU | Retail | Utility | other_rec

[redacted]

August 12, 2021

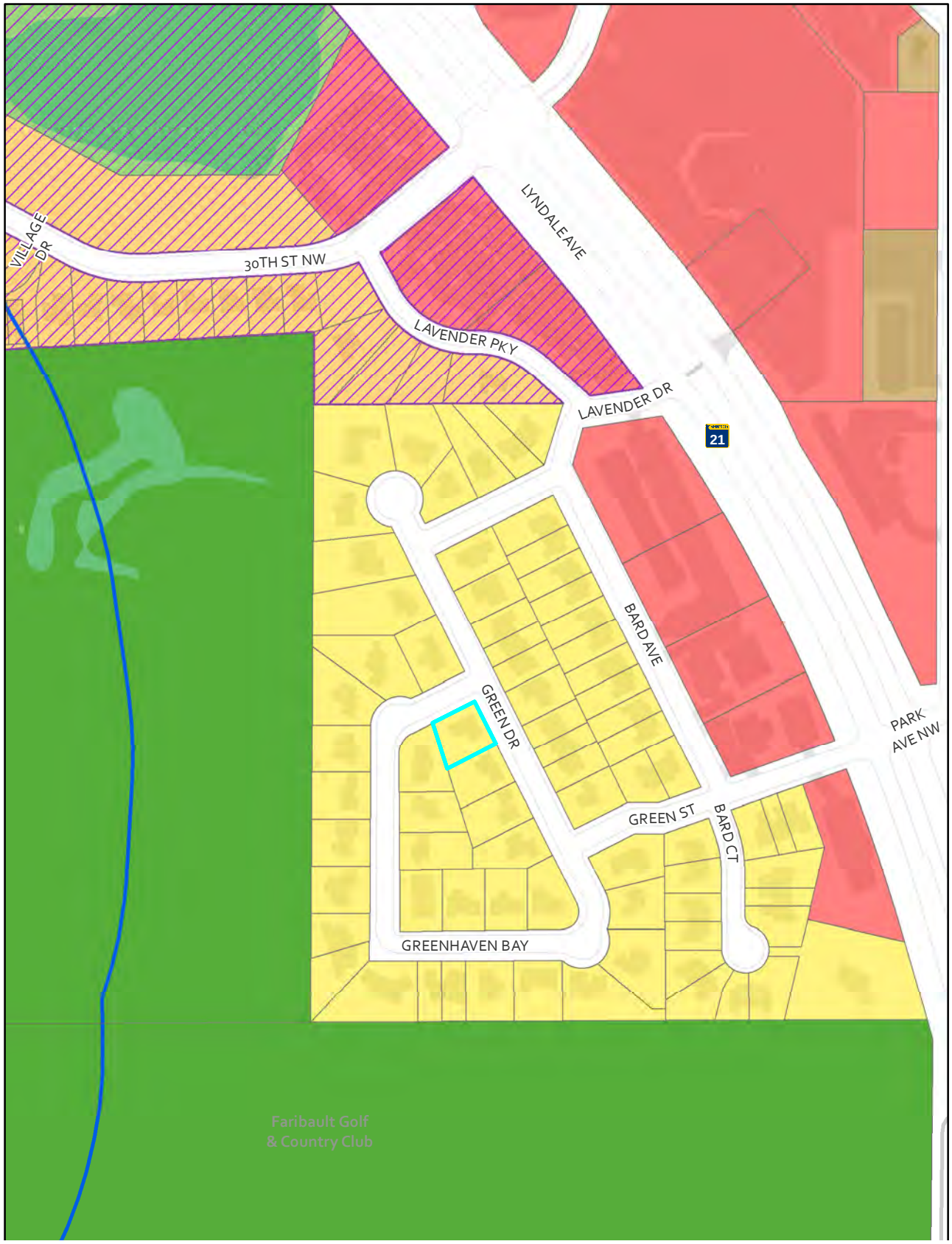
1 in = 300 ft

0 75 150 300 Feet

N W E S

This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100

Zoning Map - 5 Greenhaven Bay



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
- Shoreland Overlay District

City Of Faribault
Community & Economic Development

August 12, 2021

1 in = 300 ft

0 75 150 300 Feet

N W E S

This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100

LEGAL DISCRIPTION

LOT 1 OF BLOCK 3 OF GREEN HAVEN ESTATES
CITY OF FARIBAULT

NOTES

- GAS IS LOCATED ACROSS STREET ON GREEN DRIVE
- WATER IS LOCATED APPROX. 7' BELOW GRADE WITH SEWER DIRECTLY BELOW AT APPROX. 12' BELOW GRADE

(1) LOCATION OF GAS METER
(2) LOCATION OF ELEC. METER

STRUCTURAL NOTES

FOOTINGS: SIZE AS NOTED; MIN. 3000 P.S.I. CONC. W/2-#5 RODS CONT.

VERTICAL RODING: PROVIDE #4 RODS @ 72" O.C. DOWELED INTO FOOTINGS CORE FILL W/3000 P.S.I. CONC.

ANCHOR BOLTS: MIN. ½" X 16" @ 72" O.C., GROUT IN BLOCK CORES

WATERPROOFING: PROVIDE 1 COAT MASON'S PLASTER, 1" STYROFOAM GLUED TO WALL W/6 MIL. POLY OVER STYROFOAM

DRAINAGE: PROVIDE 4" Ø TILE @ HOUSE PERIMETER

INSULATION: 2" H.D. POLYSTYRENE; COVER EXPOSED INSULATION

LUMBER: FLOOR JOISTS TO BE #2 DOUGLAS FIR OR BETTER
HEADERS TO BE #2 DOUGLAS FIR OR BETTER
STUDS TO BE SPF GRADE OR BETTER
FLOORING + HEADERS TO BE GLUED & NAILED

SHEETROCK: CEILINGS TO BE ⅝" SHEETROCK, FINISH W/ SPRAY TEXTURE
BATHROOM + UTILITY ROOM WALLS TO BE ½" M.R. SHEETROCK
ALL OTHER WALLS ½" RDG. SHEETROCK FINISH - SMOOTH

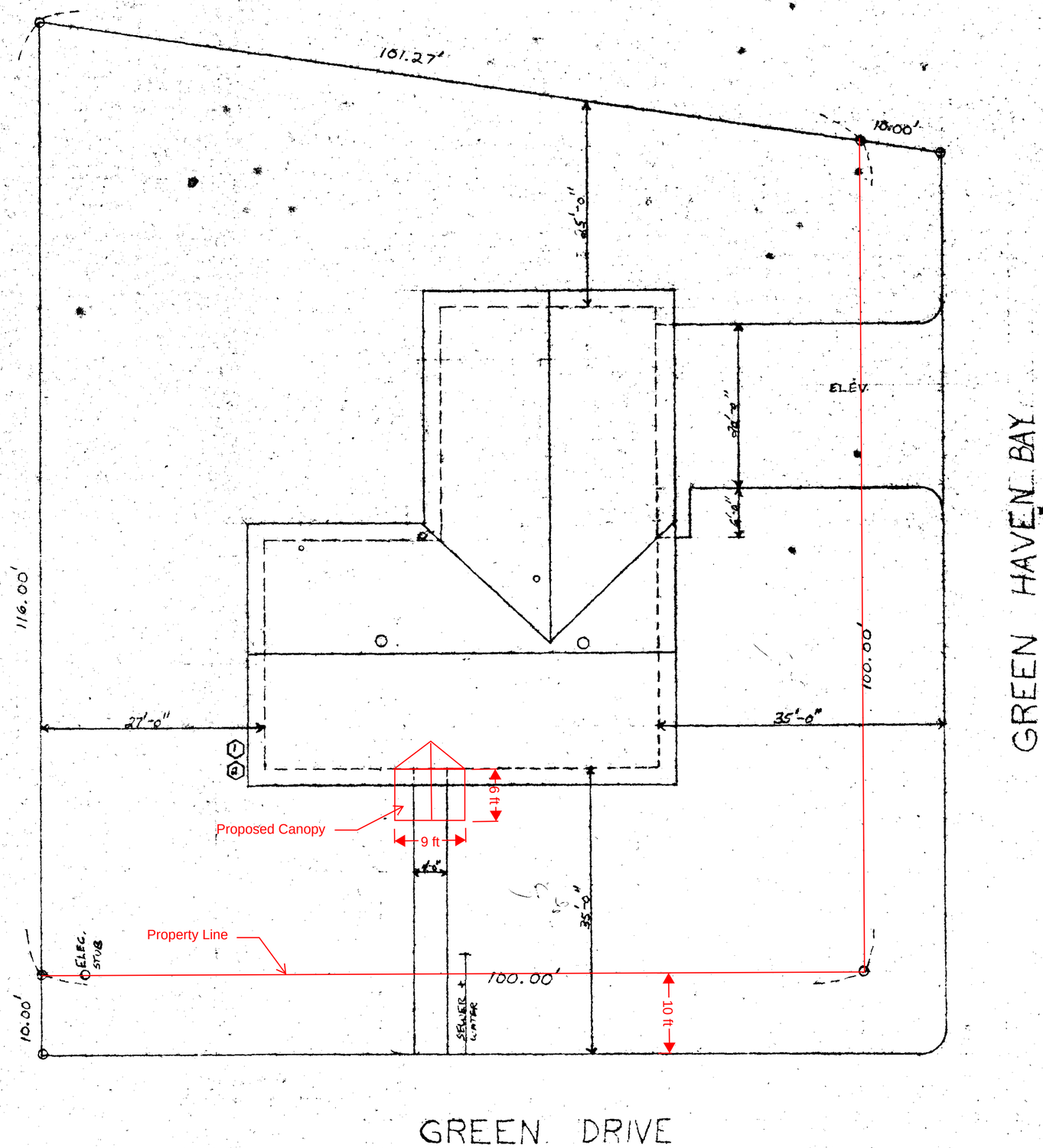
EXT. FINISH: SIDING - R.S. CEDAR LAP SIDING, FINISH W/ C.W.F BY FLOOD
SOFFIT + FACIA - BROWN ALUM. ¾ SOLID + ⅓ PERF.
WINDOWS - BROWN ALUM. BY PELLA
SHINGLES - 240# FIBERGLASS ON 15# FELT

INT. FINISH: BATHROOM WALLS TO BE CERAMIC + SHEETROCK
ALL OTHER WALLS TO BE PAINTED
BATHROOM FLOOR TO BE CERAMIC TILE
DINING ROOM TO BE WOOD-O-CORK
KITCHEN + UTILITY ROOM TO BE SHEET VINYL
LIVING ROOM, BEDROOMS, HALL TO BE CARPET

INT. TRIM: ALL DOORS, CASING, BASE TO BE OAK FINISHED W/STAIN + VARNISH
CABINETS TO OAK FINISHED W/ STAIN + VARNISH

DECK: ALL WOOD TO BE PRESSURE TREATED, USE GALV. NAILS

EXT. CONC: LAY OVER 4" COMPACTED GRANULAR FILL, ALL EXT. CONC. TO BE 3000 P.S.I. MIN. W/ AIR ENTRAINMENT



DESIGNED S.U.
DRAWN S.U.
CHECKED
PROJECT
REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Minnesota.

Reg. No.
Date MAR. 8, 1996

STEVE + JULIE UNDERDAHL RESIDENCE
5 GREEN HAVEN BAY
FARIBAULT, MINN.

architects plus
12 n.e. third st.
faribault, minn.
507/334-1773 55021

N79917

Roof Canopy Site Plan

City Of Faribault

APPLICATION FOR REQUESTED ACTION
Variance

Planning Case # _____
Filing Fee _____
Hearing Date _____

SITE ADDRESS 5 Greenhaven Bay Faribault MN 55021

APPLICANT Travis & Brenda Beaupre E-MAIL beaupy@me.com

PHONE 507-291-0244 (H) 507-333-1164 (W) ~~507~~ (FAX)

APPLICANT ADDRESS 5 Greenhaven Bay Faribault MN 55021

OWNER (if other than applicant) _____

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

OWNER'S ADDRESS _____

LEGAL DESCRIPTION Lot 1 Block 3 Greenhaven Est

ACREAGE/SIZE OF PROPERTY .25 Acre or 10,870 SF

CURRENT ZONING R1A

EXISTING USE OF PROPERTY Residential

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

IDENTIFY ALL ADJACENT LAND USES Residential

SIGNATURE OF APPLICANT [signature] **DATE** 11/15/21
(Must submit proof of property control)

SIGNATURE OF THE OWNER _____ **DATE** _____
(If other than the applicant)

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

VARIANCE
Required Submittals

☐ **Site plan**

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

☐ **Required supplemental information**

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

☐ **Filing fee**

☐ **SIGNATURE OF APPLICANT** [signature] **DATE** 1/15/21

Planning Case # _____

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

1. In your opinion, is the variance in harmony with the purposes and intent of the ordinance?
   Yes (X) No ( ) Why or why not?
   It is a very small intrusion into the setback

2. In your opinion, is the variance consistent with the comprehensive plan?
   Yes (X) No ( ) Why or why not?
   Intended use is residential as the plan states

3. In your opinion, does the proposal put property to use in a reasonable manner?
   Yes (X) No ( ) Why or why not?
   Allows me to use the side door to my house

4. In your opinion, are there circumstances unique to the property?
Yes (X) No ( ) Why or why not?
I have a corner lot so I have 2 front yard setbacks infringe on my use or enjoyment of my property

5. In your opinion, will the variance maintain the essential character of the neighborhood?
Yes (X) No ( ) Why or why not?
Neighborhood remains residential

6. In your opinion, is the variance requested the minimum variance which would alleviate the practical difficulty?
Yes (X) No ( ) Why or why not?
Just enough to open the door and acess my house

7. In your opinion, do the economic conditions alone constitute the practical difficulty?
Yes ( ) No (X) Why or why not?
Economics have no bearing.

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

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

Applicant's Signature: Date: 7/23/21

Travis and Brenda Beaupre Variance Request

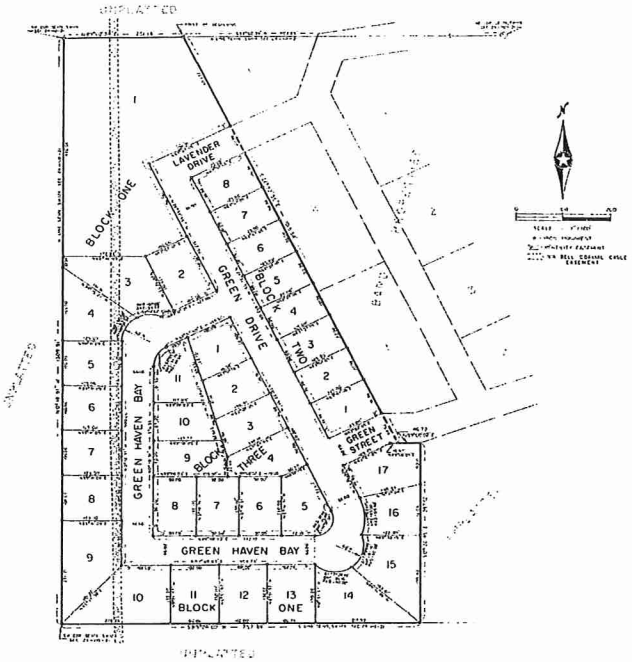
RECEIVED
JUL 23 2021
City of Faribault
Community Development

We are requesting a variance to add a roof structure above our front steps. Currently our front door is not useable when it is windy, raining or snowing. The current situation allows the weather elements to enter our house. The proposed structure would enter into the 25' setback by aprx 6 feet.

OFFICIAL PLAT

GREEN HAVEN ESTATES

FARIBAULT, MINNESOTA



This is to certify that BAND Properties, a partnership composed of Albert L. Batchelder, Richard V. Huston, Robert A. Schmidt and Roger A. Green, owners and proprietors, and the First Northwestern National Bank of Faribault, Minnesota, a corporation under the laws of the United States Government, as mortgagee of the following described property: Part of the Southeast Quarter of the Southwest Quarter of Section 34, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the South line of said Southeast Quarter of Southwest Quarter (for purposes of this description bearing of said South line is assumed South 89°57'39" West), a distance of 1137.55 feet to the Northeast corner of the Plat of BAND PROPERTIES, FARIBAULT, MINNESOTA, and the true point of beginning of the property to be herein described; thence South 35°43'55" East, along the southwesterly line of said BAND PROPERTIES plat, 1015.24 feet; thence North 39°40'40" East, along the southerly line of said BAND PROPERTIES plat, 46.22 feet; thence South 0°25'40" East, 237.67 feet to a point in the South line of said Southeast Quarter of Southwest Quarter; thence South 89°03'07" West, along said South line, 757.99 feet to the Southeast corner of said Southeast Quarter of Southwest Quarter; thence North 0°18'53" West, along the East line of said Southeast Quarter of Southwest Quarter, 1299.54 feet to the Northeast corner of said Southeast Quarter of Southwest Quarter; thence South 89°07'39" East, along said North line of Southeast Quarter of Southwest Quarter, 351.16 feet to said point of beginning; subject to an easement to Northwestern Bell Telephone Company for coaxial cables containing 16.006 acres, more or less --- have caused said tract of land to be surveyed and platted and to be hereafter known as "GREEN HAVEN ESTATES, FARIBAULT, MINNESOTA" --- and we hereby dedicate to the public, for public use, Green Street, Green Drive, Lavender Drive, Green Haven Bay, and utility easements for the construction and maintenance of public utility lines --- witness our hands this 7TH day of AUGUST, 1978.

Albert L. Batchelder
ALBERT L. BATCHELDER

Richard V. Huston
RICHARD V. HUSTON

Robert A. Schmidt
ROBERT A. SCHMIDT

Roger A. Green
ROGER A. GREEN

State of Minnesota
County of Rice

On this 7TH day of AUGUST, 1978, before me, a Notary Public within and for said County, personally appeared Albert L. Batchelder, Richard V. Huston, Robert A. Schmidt and Roger A. Green, known by me to be the persons who did execute the above instrument, and who being each by me duly sworn did say that they executed the same as their own free act and deed.

Donna Rae Olson
DONNA R. VON OLSON
Notary Public, Rice County, Minnesota
My commission expires May 25, 1979

Approved and executed by the First Northwestern National Bank of Faribault, Minnesota, a corporation under the laws of the United States Government.

Richard W. Feeney
RICHARD W. FEENEY, President

William M. Kiss
WILLIAM M. KISS, Vice President

State of Minnesota
County of Rice

On this 2ND day of AUGUST, 1978, before me, a Notary Public within and for said County, personally appeared Richard W. Feeney and William M. Kiss, known by me to be the persons who did execute the above instrument, and who being each by me duly sworn did say that they are respectively the President and Vice President of the First Northwestern National Bank of Faribault, Rice County, Minnesota, a corporation named in the foregoing certificate, and that seal of said certificate is the seal of said corporation, and that said certificate was signed and sealed on behalf of said corporation by authority of its Board of Directors on behalf of BAND Properties, a partnership, acknowledge said certificate to be the free act and deed of said corporation.

Donna Rae Olson
DONNA R. VON OLSON
Notary Public, Rice County, Minnesota
My commission expires May 25, 1979

This is to certify that I, Thomas Taylor, have made a boundary survey and have subdivided the above described property; that the adjoining plat is a correct representation of this survey; that monuments for the guidance of future surveys have been correctly placed in the ground as shown; that the utility traversing lines are correctly designated on the plat; that there are no any lands or public highways to be dedicated, except as shown; and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Thomas Taylor
THOMAS TAYLOR
Registration No. 6507

State of Minnesota
County of Rice

On this 2ND day of AUGUST, 1978, before me, a Notary Public within and for said County, personally appeared Thomas Taylor, known by me to be the person who did execute the above instrument, and who being by me duly sworn did say that he executed the same as his own free act and deed.

Donna Rae Olson
DONNA R. VON OLSON
Notary Public, Rice County, Minnesota
My commission expires May 25, 1980

Approved by the City of Faribault, Minnesota, this 27TH day of JUNE, 1978.

Robert C. Larson
ROBERT C. LARSON, Mayor

Robert H. Yochem
ROBERT H. YOCHEM, Administrator

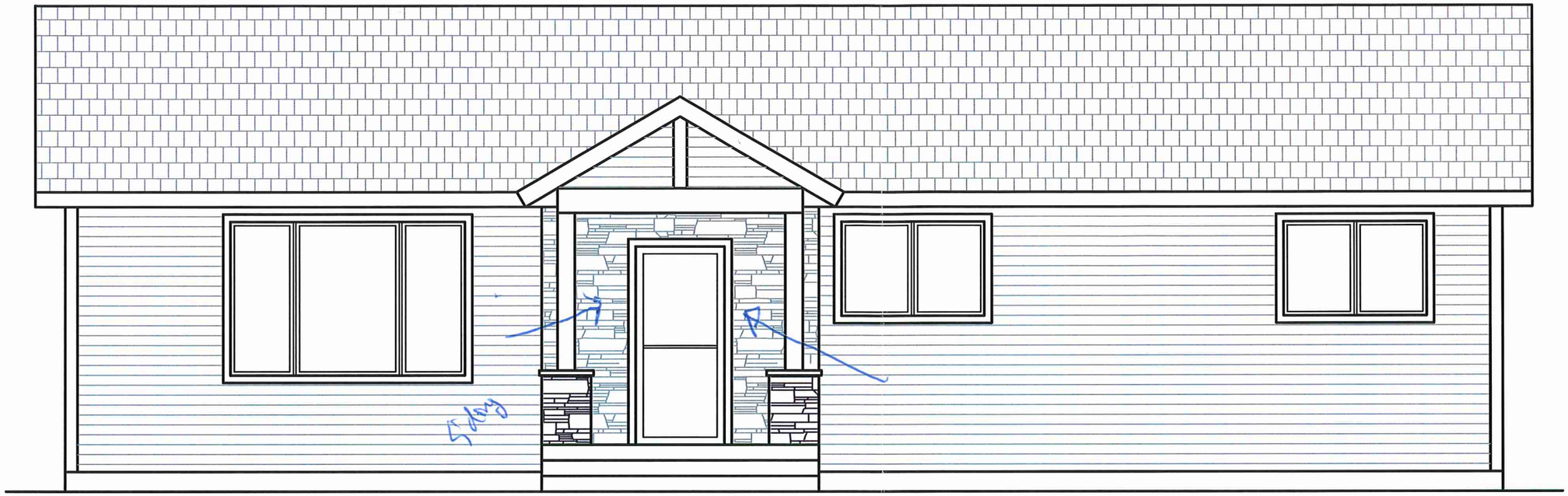
I hereby certify that all delinquent taxes on the land herein described are paid and transfer entered this 7 day of AUG, 1978.

Lorraine Nelson
LORRAINE NELSON, Auditor
Rice County, Minnesota

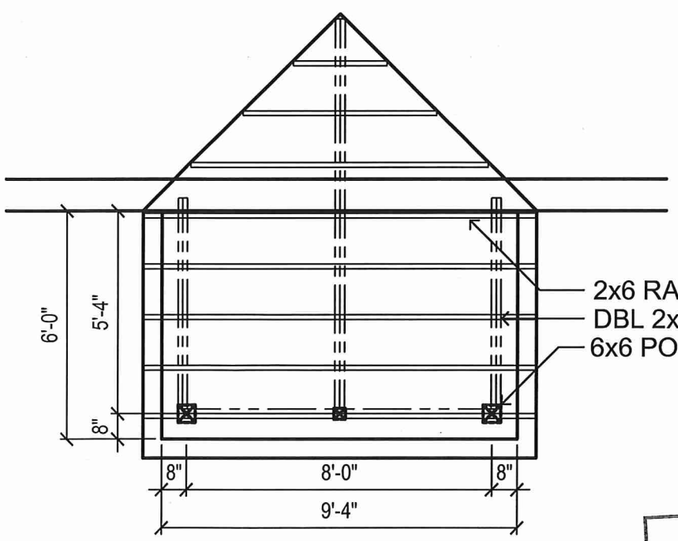
I hereby certify that this instrument was filed for record in my office this 7TH day of AUGUST, 1978 at 9:00 A.M.

Ralph E. Brown
RALPH E. BROWN, County Recorder
Rice County, Minnesota

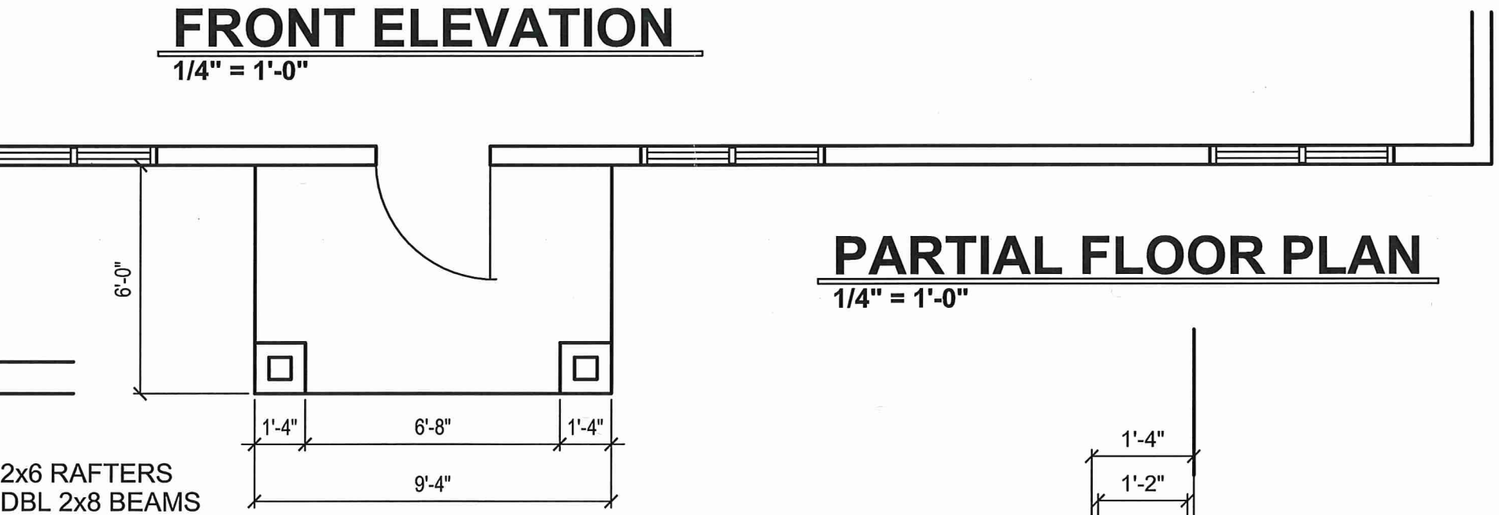
260509



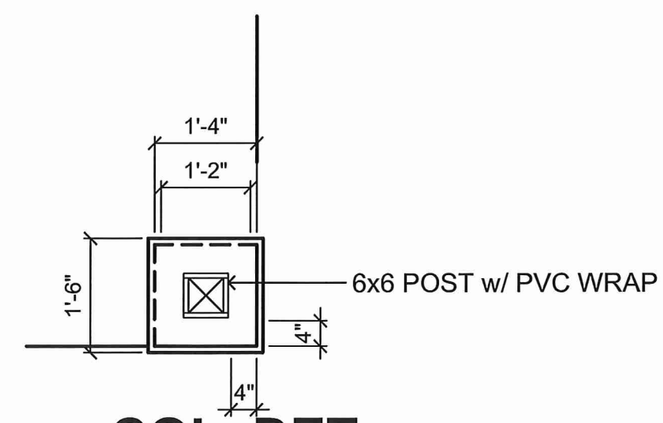
FRONT ELEVATION
1/4" = 1'-0"



FRAMING PLAN
1/4" = 1'-0"



PARTIAL FLOOR PLAN
1/4" = 1'-0"



COL. DET.
1/2" = 1'-0"

RECEIVED
JUL 23 2021
City of Faribault
Community Development

Parcel ID:
Address:
Property:

PROJECT: Porch Addition
OWNER: **Travis & Brenda Beaupre**
LOCATION: 5 Greenhaven Bay - Faribault, MN 55021

DATE: 05/07/21
REVS: 3
SCALE: 1/4" = 1'-0"
DRAWN: -
FILE: Beaupre.dwg

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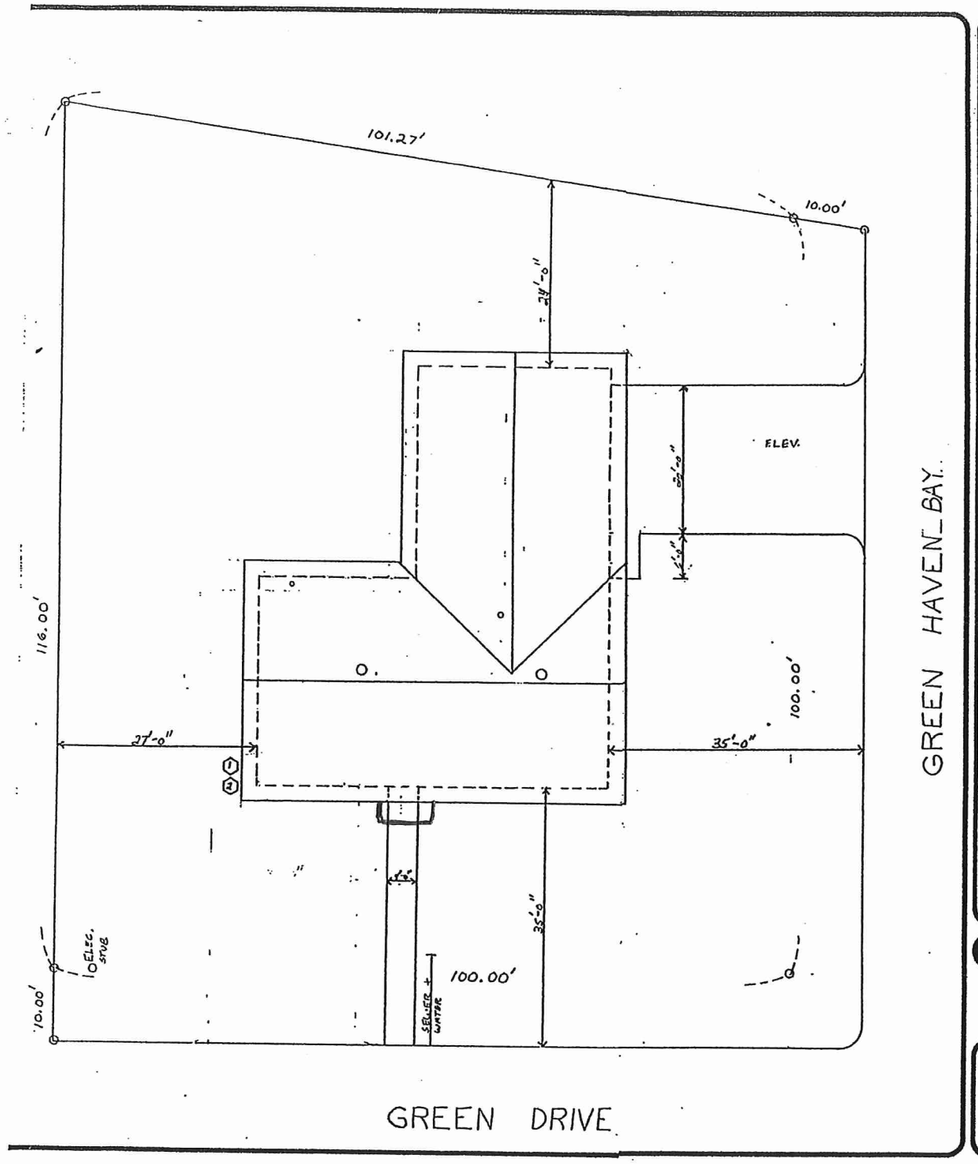

DESIGNED S. U.
DRAWN S. U.
CHECKED
PROJECT
REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Minnesota.

Reg. No.
Date MAR. 3, 1976

STEVE + JULIE UNDERDAHL RESIDENCE
5 GREEN HAVEN BAY
FARIBAULT, MINN.

architects plus
12 n.e. third st.
faribault, minn.
507-334-1711 55021

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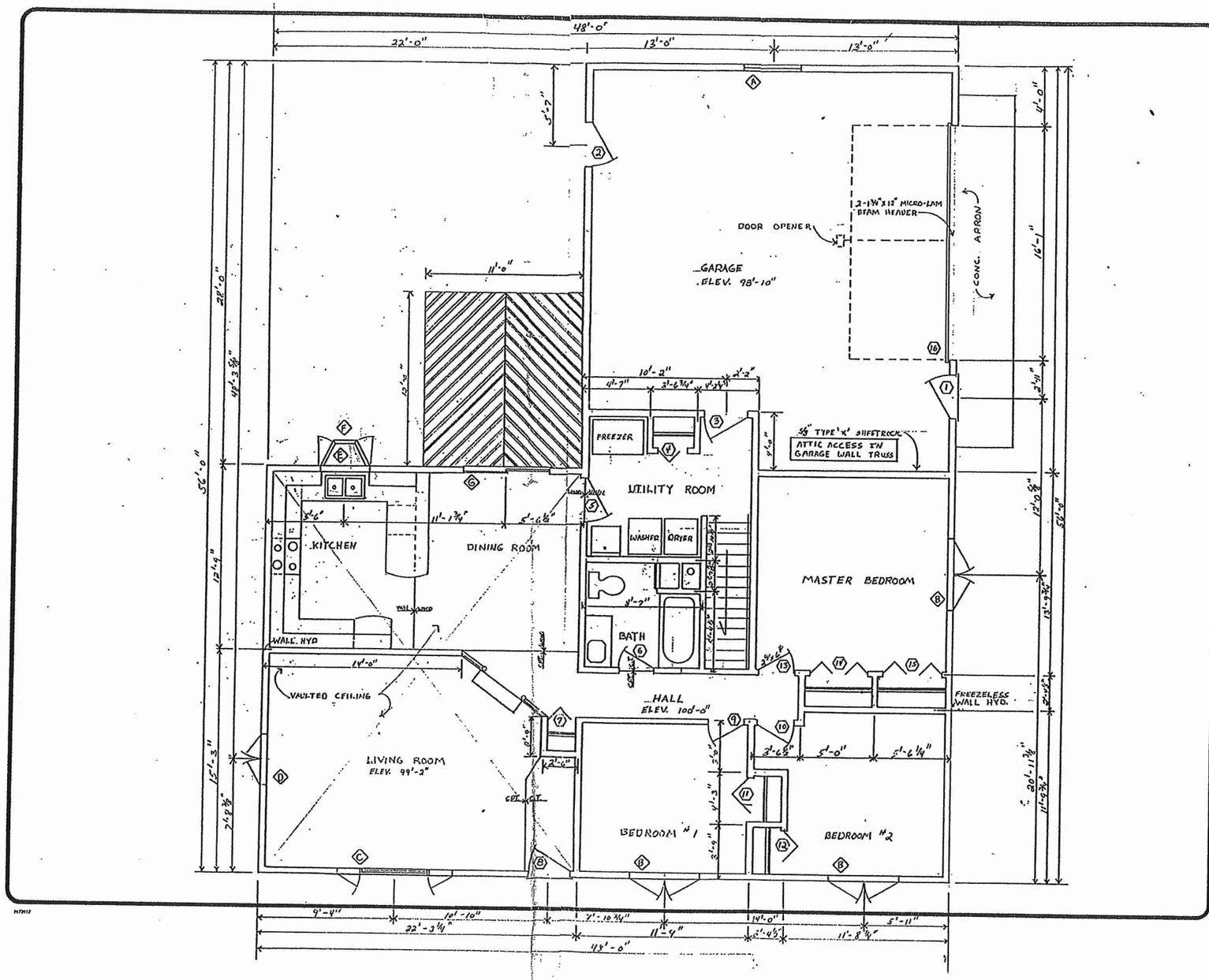

DESIGNED S. U.
DRAWN S. U.
CHECKED
PROJECT
REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Minnesota.

Reg. No.
Date 7/21/15

STEVE + JULIE UNDERDAHL RESIDENCE
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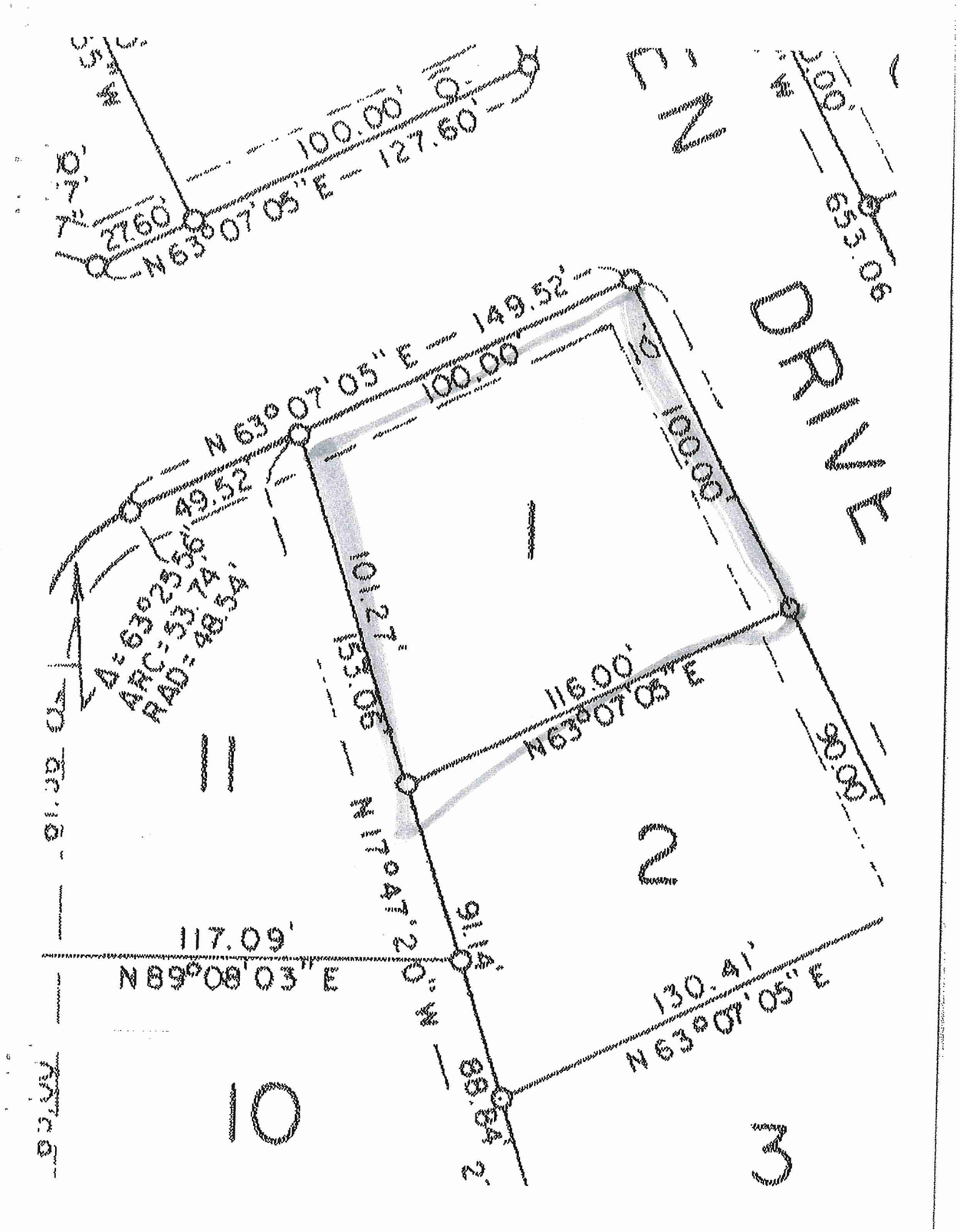
507/334-3711 55021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3

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-167 Approve Preliminary Plat and Final Plat of MET CON BUSINESS PARK FOURTH ADDITION

Background:

Randy McDonough (the "Applicant") on behalf of McDonough Farms, LLC (the "Owner") submitted applications for preliminary plat approval and final plat approval of MET CON BUSINESS PARK FOURTH ADDITION. The proposed plat shifts the north property line of Lot 1, Block 1, MET CON BUSINESS PARK THIRD ADDITION to the north, thereby allowing the existing Trystar building at 15765 Acorn Trail to expand to the north. Refer to the attached report to the Planning Commission for additional information.

On July 19, 2021, the Planning Commission held a public hearing to consider the Applicant's requests. No one from the public attended the public hearing or provided comments about the requests. The Planning Commission recommended that the City Council approve the Applicant's requests based on the findings and conditions included in the attached Resolution 2021-167.

Recommendation:

Approve Resolution 2021-167 Approve Preliminary Plat and Final Plat of Met Con Business Park Fourth Addition.

Attachments:

1. Resolution 2021-167 - Approve Preliminary Plat and Final Plat of Met Con Business Park Fourth Addition
2. Report to the Planning Commission

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-167

APPROVE PRELIMINARY PLAT AND FINAL PLAT OF MET CON BUSINESS PARK FOURTH ADDITION

WHEREAS, Randy McDonough (Applicant), on behalf of McDonough Farms, LLC, (Owner), submitted applications for preliminary plat approval and final plat approval of MET CON BUSINESS PARK FOURTH ADDITION, legally described in Exhibit A of this Resolution; and

WHEREAS, the proposed preliminary plat and final plat of MET CON BUSINESS PARK FOURTH ADDITION is a replat of MET CON BUSINESS PARK THIRD ADDITION, which essentially shifts the north property line of Lot 1, Block 1 to the north to allow a northern expansion of an existing building; and

WHEREAS, City Staff completed a review of the Applicant's request for preliminary plat approval and final plat approval and made reports to the Faribault Planning Commission, copies of which City Staff presented to the Faribault City Council; and

WHEREAS, the Planning Commission, on July 19, 2021, following proper notice, held a public hearing regarding the subject applications, and following said public hearing recommended that the City Council approve the requested preliminary plat based on the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

1. **The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

   Expanded Finding: The preliminary plat shifts the existing north property line of Lot 1, Block 1, MET CON BUSINESS PARK THIRD ADDITION to the north. MET CON BUSINESS PARK FOURTH ADDITION will have one lot and one outlot consistent with the requirements of the City's ordinances.

2. **The proposed subdivision is consistent with the City's Land Use Plan and any other adopted land use studies.**

   Expanded Finding: The City's Land Use Plan guides the subject property for industrial use, consistent with the proposed use of the subject property.

3. **The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.**

   Expanded Finding: The size and configuration of the proposed lots are consistent with land planning and site engineering design principles related to industrial development.

4. **The spacing and design of proposed curb cuts and intersection locations are consistent with good traffic engineering design and public safety considerations.**

   Expanded Finding: The spacing and design of the curb cuts on Acorn Trail (County Road 76) were approved as part of MET CON BUSINESS PARK THIRD ADDITION. MET CON BUSINESS PARK FOURTH ADDITION does not add to or modify the previously approved curb cuts (or accesses from Acorn Trail).

5. **All submission requirements have been satisfied.**

   Expanded Finding: The proposed preliminary plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

WHEREAS, the Planning Commission, following the public hearing held on July 19, 2021, also recommended that the Faribault City Council approve the requested final plat based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. **The final plat substantially conforms to the approved preliminary plat.**

   Expanded Finding: The Applicant prepared the final plat concurrently with the preliminary plat. The final plat is consistent with the preliminary plat.

2. **The plat conforms to all applicable requirements of the Unified Development Ordinance, subject only to approved rule exceptions.**

   Expanded Finding: The final plat conforms to all applicable requirements of the City's Unified Development Ordinance.

3. **All submission requirements have been satisfied.**

   Expanded Finding: The final plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

WHEREAS, at a public meeting on August 24, 2021, 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 preliminary plat of MET CON BUSINESS PARK FOURTH ADDITION included in Exhibit B of this Resolution and the final plat of MET CON BUSINESS PARK FOURTH ADDITION included in Exhibit C of this Resolution are hereby approved, subject to the following conditions:

1. Approval of the preliminary plat and final plat is contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.

2. The Owner and the City shall enter into a Development Agreement to the satisfaction of the City.

3. The Owner shall pay the City of Faribault cash in lieu of parkland dedication for the proposed 7.38 acres of Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION that was not previously charged parkland dedication. Per the Owner's request, the City shall defer parkland dedication (or cash in lieu of parkland dedication) on the proposed Outlot A until the Owner chooses to replat Outlot A into a developable lot.

   Cash in lieu of parkland dedication shall be as follows:

   A. The City did not charge parkland dedication on Outlot A, MET CON BUSINESS PARK THIRD ADDITION. The estimated market value of the land (not including improvements) designated as Outlot A, MET CON BUSINESS PARK THIRD ADDITION, as identified by Rice County as payable in 2021, is $181,000.00.

   B. The portion of Outlot A, MET CON BUSINESS PARK THIRD ADDITION that will be included in Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION is 7.38 acres or 29 percent of Outlot A, MET CON BUSINESS PARK THIRD ADDITION.

   C. The City's Unified Development Ordinance allows four percent of an industrial subdivision to be dedicated to the City as parkland. The City can require cash in lieu of parkland in the amount of four percent of the fair market value of the industrial land to be subdivided. The City does not need parkland in this area. Therefore, the Owner shall pay cash in lieu of parkland in the amount of $2,099.96 (((($181,000 x 0.29) x 0.04) = $2,099.69). The City must receive said required payment in advance of recording the plat.

   D. When the Owner chooses to plat Outlot A of MET CON BUSINESS PARK FOURTH ADDITION into a developable lot, the Owner shall, at the direction of the Faribault City Council, provide the remaining parkland or cash in lieu of parkland

based on the City's parkland dedication requirements at the time Outlot A is platted into a developable lot.

4. The Owner and the City shall enter into a Stormwater Maintenance Agreement to the satisfaction of the City Attorney and City Engineer for the existing development associated with the proposed Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION. The Agreement shall be recorded at the Rice County Recorder's office at the time of the recording of the plat.

5. Future site improvements in the plat that include the addition of 1.0 acre or more of new impervious surface must comply with the requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewer System permit in effect at the time of development. The Owner will be required to enter into a long-term stormwater maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

6. Future storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

7. Per the Development Agreement, dated August 15, 2018, and recorded as Document No. A709730, the Developer shall pay a watermain area charge of $430/acre and a sanitary sewer area charge of $1,030/acre. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance. The watermain area charge for the portion of Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION that has not yet been paid is $3,173.40 (7.38 acres x $430 per acre = $3,273.40). The sanitary sewer area charge for the portion of Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION that has not yet been paid is

$7,601.40 (7.38 acres x $1,030 per acre = $7,601.40). The City must receive said required payments before recording MET CON BUSINESS PARK FOURTH ADDITION.

8. The Applicant or Owner shall provide sufficient permanent property monumentation per the Developer's Platting Agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.

9. Future development in the plat shall be subject to the City Code requirements and engineering standards in place at the time of development.

10. The Owner shall be responsible for securing all required permits or licenses from Northern Natural Gas Company and any other applicable utility companies with easements on the subject property. The Owner shall pay all required fees and shall secure all required permits and licenses in the name of the City of Faribault if the sewer line is to be constructed as a public sewer.

11. Future development in the plat shall contain a drainage and grading plan, including surface water management plans meeting the City requirements in place at the time of development.

12. Before recording the approved final plat with the Rice County Recorder's office, all applicable fees must be paid and the Developer's Platting Agreement must be executed.

13. The final plat shall be recorded with the Rice County Recorder's Office within twelve (12) months following City Council approval, or it shall be deemed null and void unless the City Council extends the deadline to record the final plat.

14. The Applicant or Owner shall 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.

15. The Applicant or Owner shall provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the final plat has been successfully recorded at Rice County.

Section 2. Findings. The recitals outlined in this Resolution are incorporated into and made a part of this Resolution and where applicable, constitute the findings of the City Council.

Section 3. Authorization to take additional steps. City Staff and City Consultants are hereby authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Section 4. Authorization to execute documents. The Mayor and the City Administrator are hereby authorized and directed to take all necessary actions and to execute all appropriate documents to effectuate the approvals contemplated by this Resolution.

Section 5. Effective date. This Resolution shall become effective immediately upon its passage and without publication.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Exhibit A: Legal Description

Lot 1 and Outlot A, Block 1, Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

Abstract Property

Exhibit B: Preliminary Plat

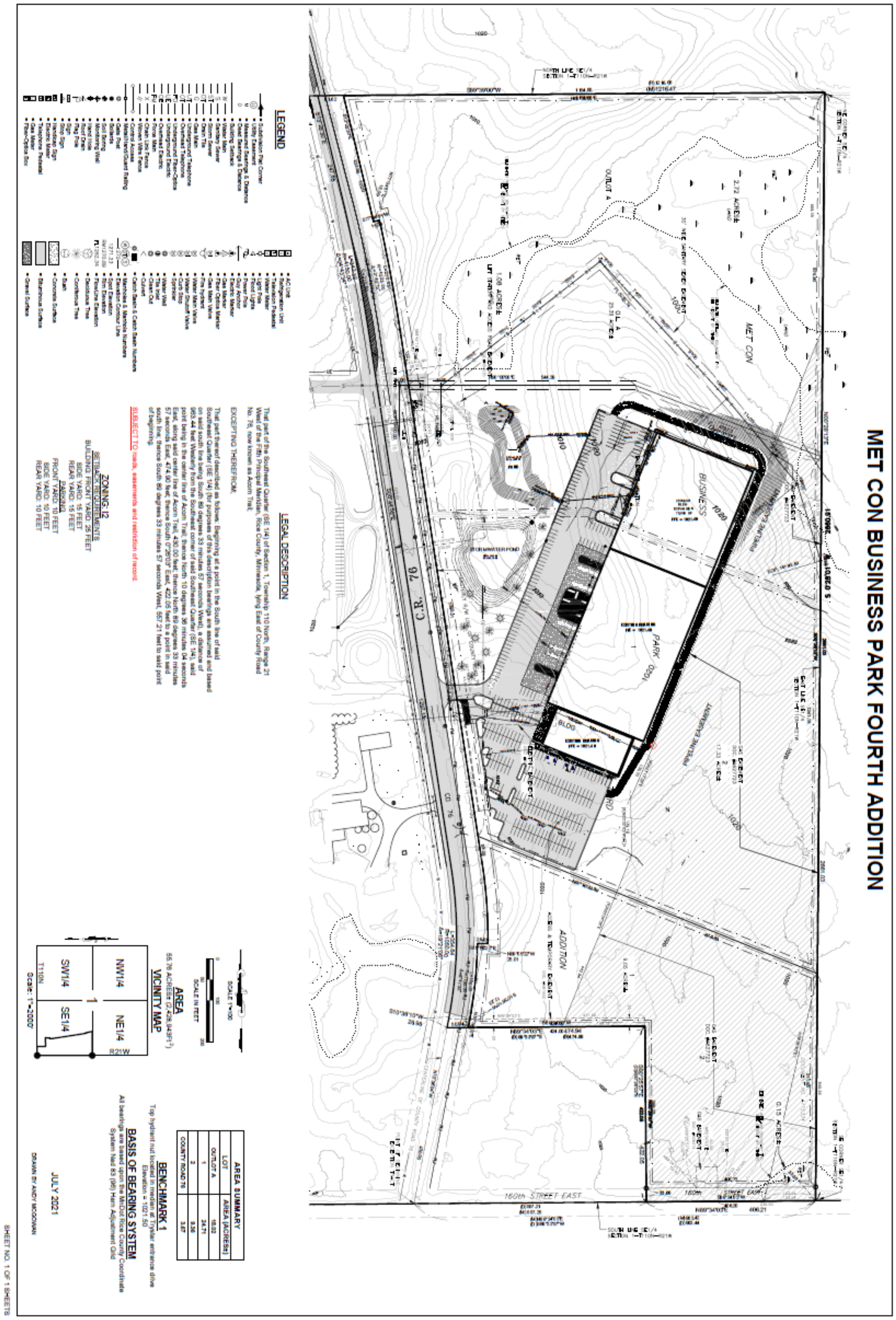
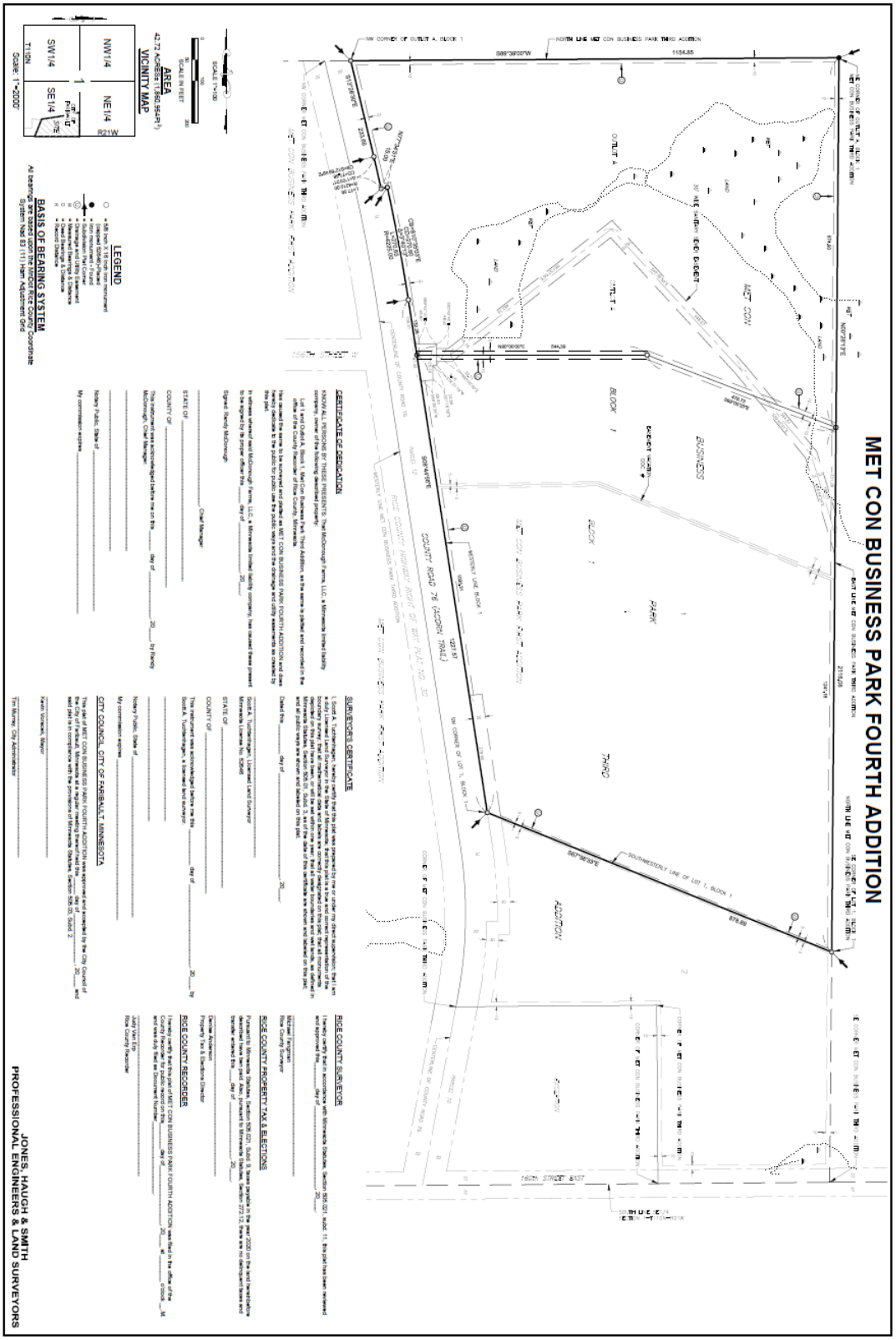


Exhibit C: Final Plat



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FARIBAULT PLANNING COMMISSION
JULY 19, 2021 - PUBLIC HEARING

Request:	Preliminary and Final Plat of MET CON BUSINESS PARK FOURTH ADDITION and Easement Vacation related to MET CON BUSINESS PARK THIRD ADDITION
Location:	15765 Acorn Trail
Applicant:	Dan Behrens
Owner:	McDonough Farms, LLC
Recommendation:	Recommend Approval of Preliminary and Final Plat of MET CON BUSINESS PARK FOURTH ADDITION and Recommend Approval of Easement Vacation
Deadline for Action:	August 28, 2021
From:	David Wanberg, City Planner

OVERVIEW OF THE REQUEST

Dan Behrens, on behalf of McDonough Farms, LLC has requested approval of a preliminary and final plat of MET CON BUSINESS PARK FOURTH ADDITION and the vacation of a drainage and utility easement on MET CON BUSINESS PARK THIRD ADDITION. The requests relate to a planned expansion of the existing Trystar building at 15765 Acorn Trail (see Figure 1: Location Map). Refer to Figure 2: Aerial Photograph for an aerial photograph showing the area of the proposed MET CON BUSINESS PARK FOURTH ADDITION. The remainder of this report provides an overview of the plat and vacation requests.

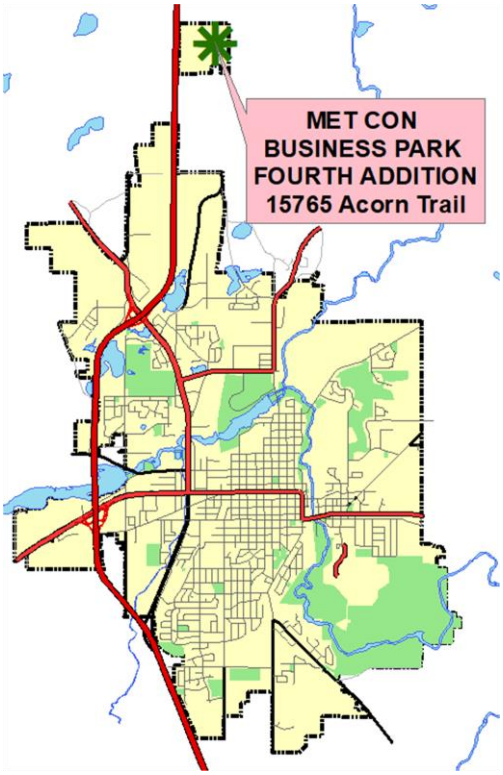

Figure 1: Location Map

Figure 2: Aerial Photograp Showing the Area of the Proposed MET CON BUSINESS

ANALYSIS OF THE PRELIMINARY AND FINAL PLAT

Trystar is proposing to expand their existing building at 15765 Acorn Trail to the north. This requires shifting the existing north property line of Lot 1, Block 1, MET CON BUSINESS PARK THIRD ADDITION to the north, which requires replatting the property to MET CON BUSINESS PARK FOURTH ADDITION.

The following provides an analysis of the proposed preliminary plat and final plat of MET CON BUSINESS PARK FOURTH ADDITION:

1. **Suitability for Subdivision.** The subject property is suitable for subdivision. Roads and municipal sewer and water serve the property. Municipal police and fire also serve the property.

2. **Consistency with the Comprehensive Plan and Zoning.** The property's proposed industrial use is consistent with the City's Comprehensive Plan, which guides the property for industrial use, and the Official Zoning Map, which zones the property as I-2, Heavy Industrial property.

3. **Surrounding Land Uses.** The surrounding land uses are as follows:

   A. North. The proposed plat abuts agricultural property in Wells Township to the north, which Rice County has zoned for agricultural use.

   B. South. The proposed plat abuts a vacant industrial lot to the south.

   C. East. The proposed plat abuts agricultural property in Cannon City Township to the east, which the County has zoned for agricultural use. If the City of Faribault and Cannon City Township work together to annex this property into Faribault, the City anticipates guiding and zoning the property for industrial use.

   D. West. The proposed plat abuts Acorn Trail (County Road 76) to the west. The property west of Acorn Trail includes existing industrial uses in Faribault's I-1, Light Industrial zoning district.

4. **Proposed Lot Area and Layout.** MET CON BUSINESS PARK FOURTH ADDITION includes Lot 1, Block 1 (which accommodates the Trystar building) and Outlot A (which will be replatted in the future as a buildable industrial lot). The proposed lots are consistent with the lot requirements for the I-2, Heavy Industrial zoning district.

5. **Existing and Proposed Easements.** The proposed plat includes standard drainage and utility easements. Existing gas pipeline easements are on the east portion of the subject property. The Owner and City Engineer will coordinate on necessary refinements to the proposed easements that may be necessary for the proposed sanitary sewer (refer to the attached City Engineer's report).

6. **Access and Circulation.** There are no proposed public roads within the subdivision. Rice County controls access to the proposed lots from Acorn Trail.

7. **Wetlands.** The preliminary plat shows "wet" lands, part of which, were created due to broken drain tile. The City will work with the Owner and Rice County Soil and Water Conservation District on details related to the wetlands. It appears that the wetlands will not deter the proposed development on the site.

8. **Topography and Grading.** The topography of the subject property is suitable for industrial development. The Owner must submit a detailed grading plan at the time of development.

9. **Stormwater Management.** The Owner must prepare and submit to the City stormwater management plans associated with the proposed Trystar expansion.

10. **Utilities.** City sewer and water are available to serve the subject property. Refer to the attached engineering report for additional information.

11. **Cash-in-Lieu of Parkland.** The City has no need for parkland in this area. Consequently, the City will take cash-in-lieu of parkland associated the portion of Lot 1, Block 1 that has not paid parkland dedication. At the request of the Owner, the City will defer parkland dedication (or cash-in-lieu of parkland dedication) for the proposed outlot, until the Owner chooses to replat the outlot into a lot.

12. **Developer's Agreement.** The Owner must enter into a Developer's Agreement with the City before recording the final plat.

ANALYSIS OF THE DRAINAGE AND UTILITY EASEMENT VACATION

Trystar is proposing to expand their existing building at 15765 Acorn Trail to the north. This requires shifting the existing north property line of Lot 1, Block 1, MET CON BUSINESS PARK THIRD ADDITION to the north, which requires replatting the property to MET CON BUSINESS PARK FOURTH ADDITION. The replat does not automatically erase the existing drainage and utility easement associated with the THIRD ADDITION. The easement must be vacated through an ordinance.

There are no planning or engineering issues associated with vacating the existing drainage and utility easement. However, the easement should not be vacated without an assurance that the MET CON BUSINESS PARK FOURTH ADDITION is recorded.

RECOMMENDED ACTION

Recommend that the City Council approve Resolution 2021-xxx, Approve Preliminary Plat and Final Plat of MET CON BUSINESS PARK FOURTH ADDITION based on the findings and conditions in the draft resolution.

Recommend that the City Council approve Ordinance 2021-x, Approve Vacation of Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION based on the written findings and conditions in the draft ordinance.

ATTACHMENTS

- Resolution 2021-xxx Approve Preliminary Plat and Final Plat of MET CON BUSINESS PARK FOURTH ADDITION
- Ordinance 2021-x Approve Vacation of Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION
- City Engineer's Memo
- Excerpts from Developer's Application

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: July 16, 2021

SUBJECT: Met Con Business Park Fourth Addition- Final Plat and Easement Vacation Review

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BACKGROUND

Dan Behrens, on behalf of McDonough Farms, LLC, has submitted a final plat and easement vacation applications for the Met Con Business Park Fourth Addition. The site is located in the SE ¼ of Section 1 Township 110, Range 21W. The site is adjacent to Acorn Trail (CSAH 76) to the west, agricultural property to the east/north and 160th Street to the south. This land was recently platted as part of the Met Con Business Park Third Addition in 2020.

The proposed subdivision is located on land that is currently zoned I-2 Heavy Industrial. No rezoning is proposed. There are no proposed public improvements. The proposed preliminary and final plat shows one (1) commercial lot and one (1) outlot. The proposed lot is a replat of the existing Lot 1, Block 1 Met Con Business Park Third Addition in order to make it larger to accommodate additional building expansion and development.

The proposed development will be completed by:

Owner/Developer:	McDonough Farms, LLC
Surveyor:	Jones, Haugh & Smith, Inc.

PLAT

Developer has submitted a final plat for Met Con Business Park Third Addition. The final plat contains one (1) lot and one (1) outlot. Lot 1, Block 1 contains the existing Trystar manufacturing business and related site improvements. Outlot A is intended for future industrial development.

The areas within the plat include:

Lot 1, Block 1	24.71 acres	(1,076,368 sf)
Outlot A	18.02 acres	(784,951 sf)
Total	42.73 acres	(1,861,319 sf)

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

SITE CONDITIONS

The existing site contains approximately 42.73 acres of land that that is mostly undeveloped farmland except for the existing Trystar manufacturing and office building and a large portion of the southeast side of the property is encumbered with pipelines and easements owned by Northern Natural Gas Company (NNGC).

EASEMENTS

Existing Easements
There are numerous existing easements/agreements that effect the proposed platted area. The existing public drainage and utility easement adjacent to either side of the north lot line of Lot 1, Block 1, Met Con Business Park Third Addition shall be vacated as submitted.

Easement to Minnesota Northern Natural Gas Company (Originally recorded in Book 127 of Deeds, Page 529 and most recently amended per Document No. A627723) is for a gas line easement in the southeast corner of the site.

Utility easement to Steele Waseca Cooperative Electric 30 feet on either side of existing electrical lines reserved in quit Claim Deed dated March 1, 2011, filed March 3, 2011 and recorded as Document No. A633599.

Septic System and Drainage Easement dated December 20, 2012, filed December 26, 2012 and recorded as Document No. A654535.

Proposed Easements
The proposed plat shows perimeter drainage and utility easements as required by City code on the proposed Lot 1, Block 1 Met Con Business Park Fourth Addition final plat. A thirty (30) foot wide sanitary sewer easement is shown on the final plat. Final easement location and widths for drainage and utility easements shall be subject to the review and approval of the City Engineer once pipe depths and location are confirmed.

STREET AND SITE LAYOUT

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

Acorn Trail (CSAH 76)
The site is east of and adjacent to Acorn Trail a Rice County state aid highway. Acorn Trail is a major collector and is constructed as a two-lane, rural roadway with right and left turn lanes

and is within a varying width right-of-way. Future access to Acorn Trail will be subject to review and approval by the Rice County Highway Engineer. The County Highway Engineer has indicated that no additional access to Acorn Trail shall be permitted other than the two-existing access (one at Lot 1, Block 1 of the proposed plat and the other on the shared lot line with Outlot A directly across from 156th Street). Cross access easements shall be required over the northern access as necessary when Outlot A develops.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The proposed building expansion and related site development exceeds 1 acre and therefore stormwater management facilities are required. Storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The development is not located within the City's current 2004 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the east and eventually under the railroad to a Minnesota DNR intermittent stream and eventually to the Cannon River.

Site improvements that include the addition of 1.0 acres or more of new impervious surface must comply with the requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers permit in effect at the time of development and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office. Developer shall sign and record a stormwater operations and maintenance agreement for Lot 1, Block 1, at time of recording the development agreement.

UTILITIES

The site is currently served by City water and sewer from mains located in Acorn Trail. The Developer is proposing to extend a new 8" sanitary sewer main primarily within Outlot A adjacent to the northern edge of Lot 1 to serve additional land the Developer owns east of and adjacent to the proposed plat. The Developer is proposing to extend said sanitary sewer main from the existing lift station site to the eastern property line. Said sewer shall be constructed within an easement and Developer shall confirm size/depth of proposed sewer main in order to determine final easement location and width. Said sewer is shown to encroach into a pipeline easement in favor or Northern Natural Gas Co. Developer shall be responsible for securing any required permits or licenses from Northern Natural Gas Co. including paying any fees and shall secure said permit/license in the name of the City if sewer line is to be constructed as a public sewer.

Per the Development Agreement, dated August 15, 2018, and recorded as Document No. A709730, the Developer shall pay a watermain area charge of $430/acre and a sanitary sewer area charge of $1,030/acre. Area charges were deferred on Outlot A, Met Con Business Park Third Addition until such time as the outlot was developed and area charges were already paid on Lot 1, Block 1 Met Con Business Park Third Addition so only the additional area from Met Con Business Park Third Addition Outlot A being combined with Lot 1, Block 1 Met Con Business Park Third Addition is owed area charges on. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

Lot	Area	Water Area Charge	Sanitary Area Charge
Lot 1, Block 1	7.38 acres	$ 3,173.40	$ 7,601.40
Total	7.38 acres	$ 3,173.40	$ 7,601.40

WETLANDS

The Developer has submitted a wetland delineation report completed by Aquatic EcoSolutions, Inc, dated June 9, 2021. The report identifies two (2) wetlands and a drainage way. The Developer shall complete a Minnesota Routine Assessment Method ("MNRAM") assessment. The type of wetland buffer strip that is required shall be determined by the functional value of the wetland through the results of the MNRAM assessment. Wetlands are classified as high, medium, or low quality based on the MNRAM assessment. Developer shall be responsible for completing a wetland mitigation plan if required and complying with all applicable Wetland Conservation Act (WCA) requirements and City ordinances related to wetlands including but not limited to, conservation easements, wetland buffer signage and wetland buffer setbacks and buffers in effect.

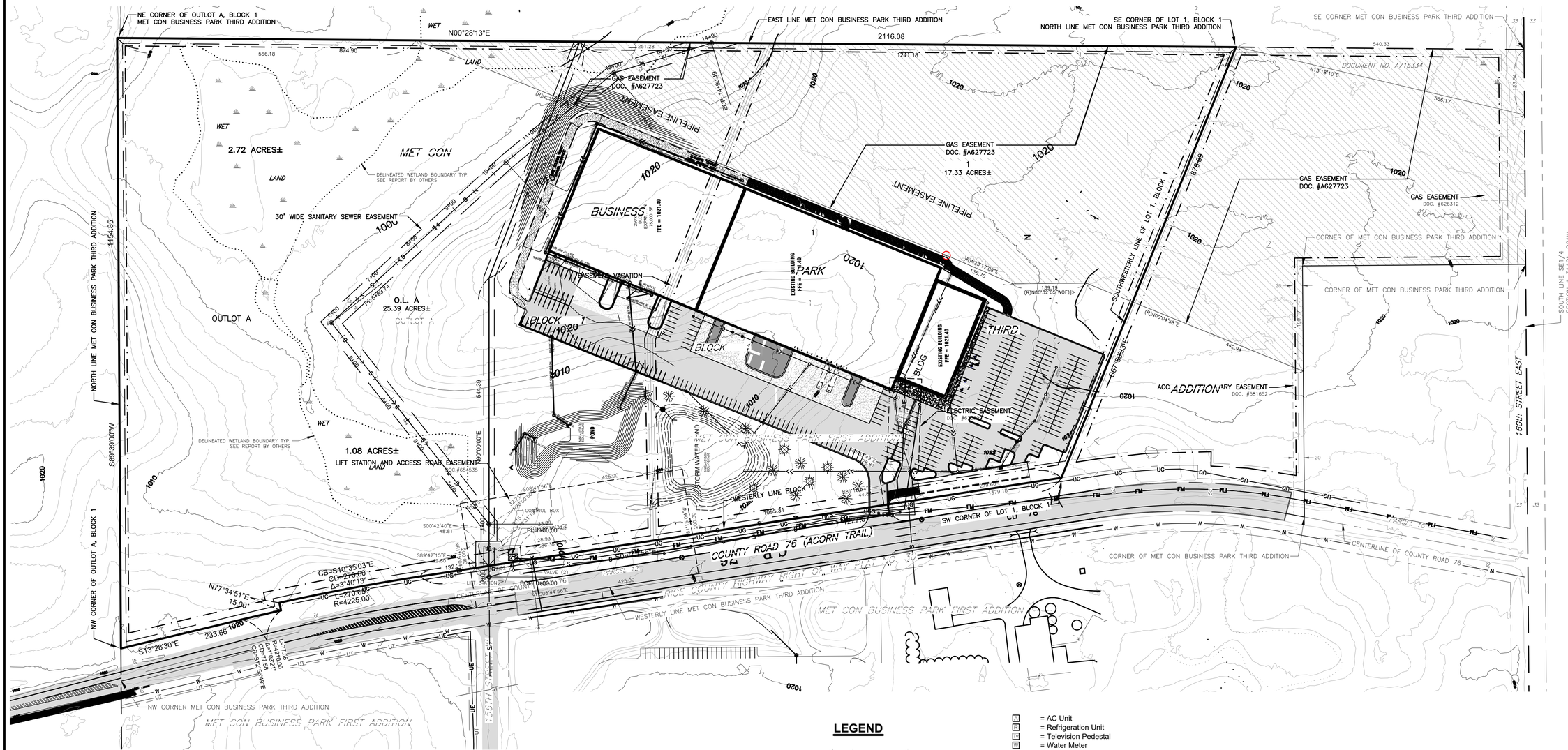
RECOMMENDATION

Engineering recommends approval of the preliminary and final plat, subject to the comments within this report and the following:

- Future development of the lots shall be subject to the City Code requirements and engineering standards in place at the time of development.
- Developer shall be responsible for securing any required permits or licenses from Northern Natural Gas Co. including paying any fees and shall secure said permit/license in the name of the City if sewer line is to be constructed as a public sewer.
- Future development submittals shall contain a drainage and grading plan including surface water management plans meeting the City requirements in place at the time of development. If future development requires permanent stormwater management facilities, owner shall enter into a stormwater maintenance and operations agreement with the City.
- Developer shall enter into a development agreement prior to filing the final plat and issuance of any building permits.

PRELIMINARY PLAT

MET CON BUSINESS PARK FOURTH ADDITION



LEGEND

- = Subdivision Plat Corner
- (U) = Utility Easement
- M = Measured Bearings & Distance
- D = Deed Bearings & Distance
- = Building Setback
- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- DT = Drain Tile
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Underground Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- FM = Force Main
- X = Chain Link Fence
- // = Woven Wire Fence
- = Control Access
- = Metal/Hand/Guard Railing
- = Gate Post
- = Bollards
- = Soil Boring
- = Monitoring Well
- = Hand Hole
- = Roof Drain
- = Flag Pole
- = Sign
- = Stop Sign
- = Handicap Sign
- = Electric Meter
- = Telephone Pedestal
- = Gas Meter
- = Fiber-Optics Box
- = AC Unit
- = Refrigeration Unit
- = Television Pedestal
- = Water Meter
- = Light Pole
- = Flood Lights
- = Power Pole
- = Guy Anchor
- = Electric Marker
- = Gas Marker
- = Fiber Optics Marker
- = Gas Main Valve
- = Fire hydrant
- = Water Main Valve
- = Water Shutoff Valve
- = Curb Stop
- = Sprinkler
- = Water Well
- = Tile Inlet
- = Clean Out
- = Culvert
- = Catch Basin & Catch Basin Numbers
- (W)(ST)(S) = Manholes & Manhole Numbers
- 1272 = Elevation Contour Line
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- FL1262.34 = FlowLine Elevation
- = Deciduous Tree
- = Coniferous Tree
- = Bush
- = Concrete Surface
- = Bituminous Surface
- = Gravel Surface

SCALE 1"=100

0 100

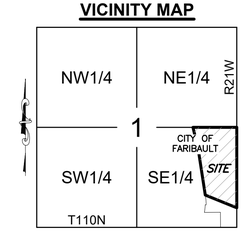
50 200

SCALE IN FEET

AREA

42.72 ACRES± (1,860,954Ft^2)

VICINITY MAP



Scale: 1"=2000'

AREA SUMMARY	
LOT	AREA (ACRES±)
OUTLOT A	18.02
1	24.71

BENCHMARK 1

Top hydrant nut located in median at Trystar entrance drive
Elevation = 1021.50

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Rice County Coordinate System Nad 83 (96) Harn Adjustment Grid

JULY 2021

DRAWN BY ANDY MCGOWAN

ZONING: I2

SETBACK REQUIREMENTS

BUILDING: FRONT YARD: 25 FEET
SIDE YARD: 15 FEET
REAR YARD: 15 FEET

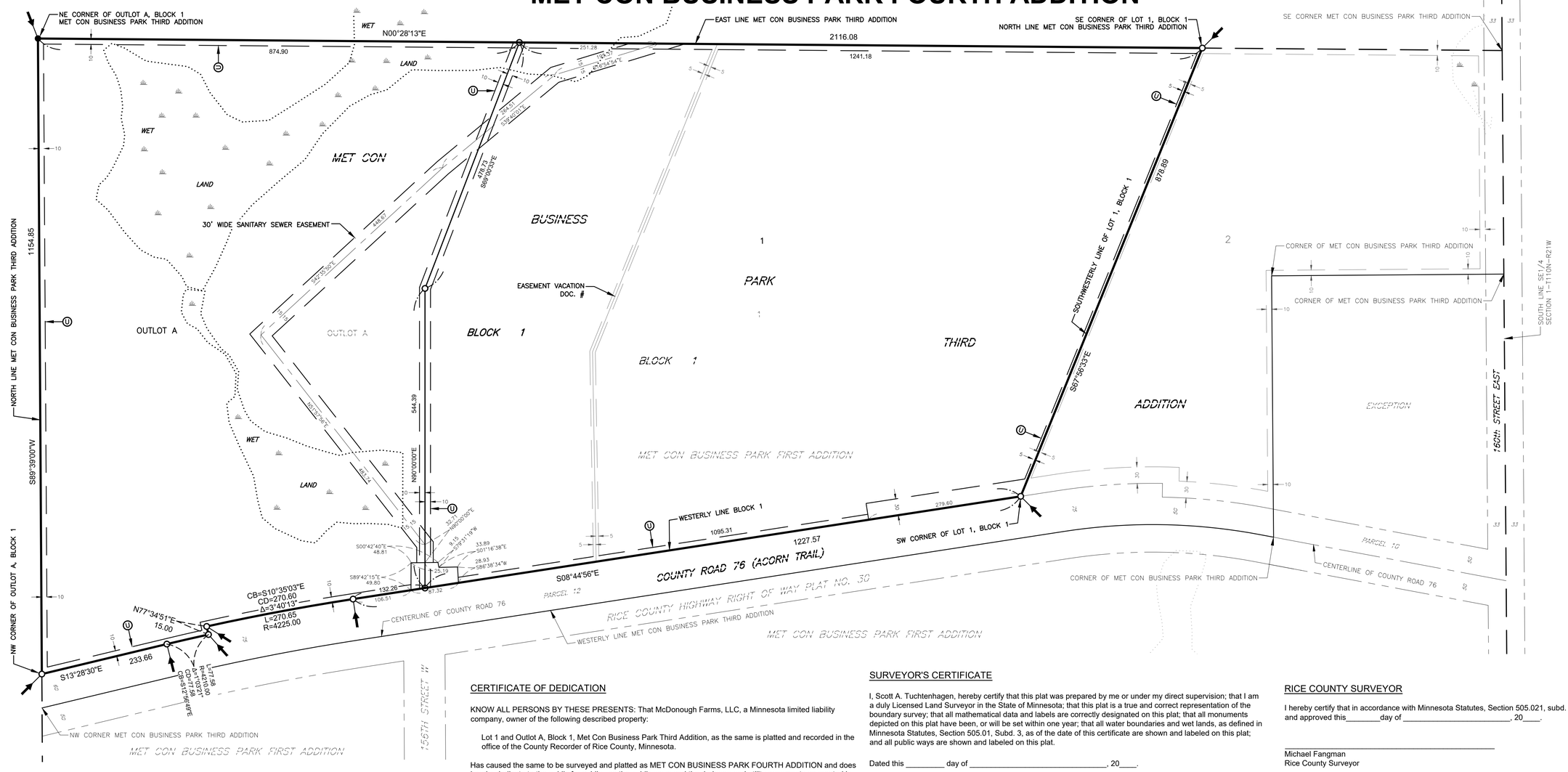
PARKING

FRONT YARD: 10 FEET
SIDE YARD: 10 FEET
REAR YARD: 10 FEET

LEGAL DESCRIPTION

Lot 1 and Outlot A, Block 1, Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

MET CON BUSINESS PARK FOURTH ADDITION



SCALE 1"=100

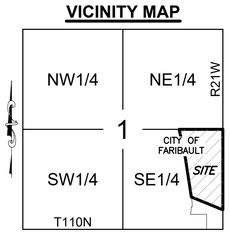
0 100 50 200

SCALE IN FEET

AREA

42.72 ACRES± (1,860,954Ft^2)

VICINITY MAP



Scale: 1"=2000'

LEGEND

- ○ = 5/8 Inch X 16 Inch iron monument (capped 52646)-Placed
- ● = Iron monument - Found
- = Subdivision Plat Corner
- Ⓤ = Drainage and Utility Easement
- M = Measured Bearings & Distance
- D = Deed Bearings & Distance
- R = Record Distance

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Rice County Coordinate System Nad 83 (11) Harn Adjustment Grid

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That McDonough Farms, LLC, a Minnesota limited liability company, owner of the following described property:

Lot 1 and Outlot A, Block 1, Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

Has caused the same to be surveyed and platted as MET CON BUSINESS PARK FOURTH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said McDonough Farms, LLC, a Minnesota limited liability company, has caused these present to be signed by its proper officer this _____ day of _____, 20____.

Signed: Randy McDonough

_____, Chief Manager

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Randy McDonough, Chief Manager.

_____

_____

Notary Public, State of _____

My commission expires _____

SURVEYOR'S CERTIFICATE

I, Scott A. Tuchtenhagen, hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a true and correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____

Scott A. Tuchtenhagen, Licensed Land Surveyor
Minnesota License No. 52646

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Scott A. Tuchtenhagen, a licensed land surveyor.

_____

_____

Notary Public, State of _____

My commission expires _____

CITY COUNCIL, CITY OF FARIBAULT, MINNESOTA

This plat of MET CON BUSINESS PARK FOURTH ADDITION was approved and accepted by the City Council of the City of Faribault, Minnesota at a regular meeting thereof held this _____ day of _____ , 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

_____
Kevin Voracek, Mayor

_____
Tim Murray, City Administrator

RICE COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, subd. 11, this plat has been reviewed and approved this_____day of _____, 20____.

_____
Michael Fangman
Rice County Surveyor

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2020 on the land hereinbefore described have ben paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____day of _____, 20____.

_____
Denise Anderson
Property Tax & Elections Director

RICE COUNTY RECORDER

I hereby certify that this plat of MET CON BUSINESS PARK FOURTH ADDITION was filed in the office of the County Recorder for public record on this_____day of_____, 20____ at _____ o'clock __.M. and was duly filed as Document Number_____.

_____
Judy Van Erp
Rice County Recorder

JONES, HAUGH & SMITH
PROFESSIONAL ENGINEERS & LAND SURVEYORS

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-168 Approve MET CON BUSINESS PARK FOURTH ADDITION Developer's Platting Agreement

Background:

Per Resolution 2021-167, the City Council's approval of the preliminary plat and final plat of Met Con Business Park Fourth Addition requires the City and the Developer to enter into a Developer's Platting Agreement. The City prepared the attached draft Agreement in consultation with the Developer. Resolution 2021-168 approves the Agreement, but authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be needed to finalize the Agreement.

Recommendation:

Approve Resolution 2021-168 Approve Met Con Business Park Fourth Addition Developer's Platting Agreement

Attachments:

1. Resolution 2021-168 Approve Met Con Business Park Fourth Addition Developer's Platting Agreement

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-168

APPROVE MET CON BUSINESS PARK FOURTH ADDITION DEVELOPER'S PLATTING AGREEMENT

WHEREAS, the Faribault City Council, on August 24, 2021, approved Resolution 2021-167: Approve Preliminary Plat and Final Plat of Met Con Business Park Fourth Addition; and

WHEREAS, Resolution 2021-167 requires that the City of Faribault (the "City") and McDonough Farms, LLC (the "Developer") execute a Developer's Platting Agreement for Met Con Business Park Fourth Addition; and

WHEREAS, the City in consultation with the Developer prepared the Developer's Platting Agreement (attached as Exhibit 1 to this Resolution), which includes a Certificate of Completion as an exhibit of the Developer's Platting Agreement; and

WHEREAS, the Faribault City Council acknowledges that the Developer's Platting Agreement is in a draft form that may require limited revisions before the execution and recording of said Agreement.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Developer's Platting Agreement included in Exhibit 1 of this Resolution, and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to sign the Developer's Platting Agreement and, after the Developer has complied with its obligations under the Developer's Platting Agreement, sign the Certificate of Completion.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

EXHIBIT 1
MET CON BUSINESS PARK FOURTH ADDITION
DEVELOPER'S PLATTING AGREEMENT

MET CON BUSINESS PARK FOURTH ADDITION
DEVELOPER'S PLATTING AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this _____ day of _____, 20____, by and between the City of Faribault, a Minnesota municipal corporation, (the "**City**") and McDonough Farms, LLC, a Minnesota limited liability company (the "**Developer**") (together with the City the "**Parties**" or each a "**Party**").

Recitals

WHEREAS, the Developer is the fee owner of certain real property located in the City of Faribault, Rice County, Minnesota, (the "**Property**"), legally described in **Exhibit A.**

WHEREAS, the Developer shall plat the Property consistent with the preliminary and final plat of MET CON BUSINESS PARK FOURTH ADDITION (the "**Plat**"), approved by the City Council in Resolution No. 2021-167 (the "**Authorizing Resolution**") on August 24, 2021, which is set forth in **Exhibit B** and incorporated by reference to this Agreement as if fully set forth herein, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement, and state statutes.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms of the Agreement

Article One
General Provisions

1.01. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

Article Two
Representations and Warranties

2.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

2.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a Minnesota limited liability company.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

Article Three
Construction of Improvements

3.01. Designation of Public Improvements. The Public Improvements include the extension of approximately 1,500 lineal feet of eight inch sanitary sewer through a thirty-foot wide public drainange and utility easement in accordance with this Agreement and the final Plat, approved under the Authorizing Resolution. The improvements are depicted in the plans and specifications for the Public Improvements prepared by Jones Haugh Smith, dated May 18, 2021, which are on file in the City Engineer's office and whose cover sheet is included in this Agreement as **Exhibit F** and fully incorporated herein by reference (the "Public Improvement Plans"). Any other improvements contemplated to be constructed by the Developer, or future property owners, on the Property will be deemed private improvements and are not covered by this Agreement, and construction of any such improvements shall be done in accordance with any and all applicable codes and regulations, and subject to appropriate review and permitting.

3.02. Public Improvements. The Developer shall furnish and install the Public Improvements, at the Developer's sole expense (subject to any reimbursement that the City may provide under the terms of this Agreement for such items as oversizing utilities) according to the following terms and conditions:

A. Utilities. The Developer shall be responsible for one hundred percent (100%) of the cost (including permitting and restoration costs) to extend City sewer through the Property as shown in the Public Improvement Plans attached to **Exhibit F** of this Agreement. The Developer shall extend eight-inch (8") sanitary sewer main as shown in the Public Improvement Plans and as approved by the City Engineer.

B. Storm Water Pollution Prevention Plan (SWPPP). The Developer shall be responsible for erosion and sediment control throughout the site grading work as well as the construction of the Public Improvements. The plans for the Improvements shall include a complete SWPPP prepared in accordance with and meeting the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement.

The Developer shall address failed erosion control structures or apparent need for additional erosion control measures within twenty-four (24) hours notification by the City. If the Developer fails to perform the requested corrections in the period dictated by the City, the Developer hereby grants the City consent to enter onto the property to perform the corrective work. The Developer will reimburse the City for all erosion control work performed on its behalf. The Developer shall inspect and if necessary clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf.

C. Sodding and Landscaping. The Developer will be responsible for sodding or seeding the Property and the disturbed right-of-way areas that are not paved and all other disturbed turf areas. The Developer will also be responsible for sodding drainage swales and

emergency overflow swales as directed by the City Engineer. The financial guarantee requirements for the Public Improvements, as described herein, shall include the estimated cost of seeding and/or sodding. The Developer shall guarantee the survivability of the sodding and/or seeding for one year from the time of installation.

D. Street Maintenance. The Developer shall be responsible for street maintenance, including street sweeping of debris and soil, until the Project is complete. Warning signs shall be placed when hazards develop in the streets. The Rice County Highway Department regulates and controls the use and maintenance of County State Aid Highway 76 (Acorn Trail).

E. Damage Responsibilities. The Developer shall be financially responsible for the repair of any damage done to the streets and public utilities directly related to the development improvements, from the time of installation until the Project is fully completed and approved by the City.

F. Underground Utilities. In accordance with Sec. 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground, unless overhead utilities are required based on a determination by the City Engineer. Both parties to this Agreement acknowledge that high voltage electric transmission lines will be overhead.

G. Other Governmental Jurisdictions. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of site grading or construction of the Public Improvements, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

H. Public Improvements Security Requirements. A detailed cost estimate for the Public Improvements and all other work identified as the responsibility of the Developer shall be prepared in conjunction with the Public Improvement Plans, and attached to this Agreement as **Exhibit F.** Prior to the start of any construction activity, the Developer will furnish to, and at all times thereafter maintain with the City a cash escrow, certified check, performance bond or irrevocable letter of credit (hereinafter, collectively known as the "Security"), based on one hundred percent (100%) of the total estimated cost of the Public Improvements and all other required work designated as the responsibility of the Developer, including the Developer's financial responsibilities for the street light and street signs. Based on the costs provided, the Security shall be $XXX,XXX. A copy of the Security, approved by the City Attorney, is included in **Exhibit G**.

Such Security shall be for the exclusive use and benefit of the City of Faribault and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Agreement and construction of all required improvements in accordance with the ordinances and specifications of the City. The City reserves the right to draw, in whole or in part, on any portion of the Security for the purpose of guaranteeing the terms and conditions of this Agreement. The Security shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like Security.

The Developer may request reduction of the Security based on prepayment or the value

of the completed improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed without charge to the Developer only once per month based on monthly payments to contractors. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City.

I. Potential Revisions to the Public Improvement Plans. The parties to this Agreement acknowledge that revisions to the Public Improvement Plans may need to occur. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Public Improvement Plans and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Public Improvement Plans. The Developer must file a final copy of the Public Improvement Plans with the City prior to commencement of construction of the Public Improvements.

J. Construction of the Public Improvements. The construction, installation, materials, and equipment of the Public Improvements shall be in accordance with the plans and specifications approved by the City. Any deviation from the Public Improvement Plans must be approved in writing by the City. Prior to initiating construction of the Public Improvements, the Developer shall hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements. All labor and work performed by the Developer in connection with construction of the Public Improvements shall be done and performed in the best and most worker-like manner and in strict conformance with the Public Improvement Plans. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Public Improvements and hereby guarantees the workmanship and materials for a period of one (1) year following the City's final acceptance of the Public Improvements.

3.03. Developer Responsibilities for Engineering Design and Construction Services. The Developer shall retain a private consulting engineering firm (the "Consulting Engineer") to provide complete design services for the Public Improvements and prepare final plans and specifications for their construction, certified by a Professional Engineer licensed in the state of Minnesota. The Developer shall contract with a construction contractor or contractors qualified and experienced in municipal utility and roadway construction (subject to approval of the City) to construct the Public Improvements.

The Developer (using the services of the Consulting Engineer or other qualified consultant services) shall be responsible for the following engineering and construction services for the installation of the Public Improvements:

A. Construction Staking - The Consulting Engineer shall be responsible for all staking services for grading, sanitary sewer, watermain, storm sewer, lot services, and all roadway improvements, including curb elevations and centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.

B. Construction Inspection and Testing – The construction contract work shall include requirements for all contractors to perform testing that is identified as contractor responsibility under the governing specifications (latest editions of MnDOT Standard

Specifications for Construction and CEAM Standard Specifications, and the project Special Provisions) and provide copies of all test results to the City. Access, coordination, and assistance with City personnel for other testing work being done by City shall also be included as part of the construction contract work. All inspection and testing services that are the responsibility of the Developer shall be performed by competent personnel, currently certified by the Minnesota Department of Transportation in the areas of construction being performed as part of the Project, or having other certification of training acceptable to the City.

C. Televising of Sanitary Sewers - The construction contract work shall include the televising of all sanitary sewers installed as part of the Public Improvements and a copy of said recording (on DVD) shall be provided to the City.

D. As-Built/Record Drawings – At the completion of construction of the Project, a full set of as-built drawings of the Public Improvements (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software) shall be provided to the City. The as-built drawings shall be approved by the City prior to the City's issuance of a final certificate of occupancy and the release of the remaining security.

3.04. City Responsibilities for Construction Engineering Services. The City shall be responsible for general engineering review and oversight, and shall provide construction inspection and testing services for the construction of the Public Improvements as follows:

A. Construction Inspection and Testing – The City shall perform the following inspection and testing services, retain copies of all inspection/testing reports (to be provided as may be requested from the Developer), collect and retain tickets for all bituminous mixtures delivered and placed in the subdivision, and certify that all improvements were installed in accordance with the approved plans and specifications:

- Inspection of all pipe installation and backfilling operations
- Compaction/Density testing
- Witness pressure testing of sewer and water piping
- Witness conductivity and disinfection testing of water piping
- Approve preparation of subgrade for roadway

B. Materials Testing

- Gradations for Class 5 aggregate base, concrete aggregate, and bituminous mixture aggregate (certified mix designs for concrete and bituminous mixtures approved by MnDOT shall be submitted prior to construction)
- Extraction tests for bituminous mixtures
- Air, slump, and temperature for concrete

- Concrete cylinder breaks

For those testing procedures that require the use of an outside firm (such as bituminous extraction and concrete cylinder breaks), the Developer shall be responsible for the cost of those outside services (to be invoiced along with the general City engineering services billings).

The Developer shall pay five percent (5%) of the total cost of the Public Improvements to the City for the City's engineering services provided as part of the Project. The Developer shall make payment within 30 days of being billed by the City for said services.

3.05. Site Improvements. The Owner intends to construct Private Improvements on Lot 1, Block 1 of the Plat.

A. The Parties acknowledge that there is existing development on the proposed Lot 1, Block 1 of the Plat. The Parties also acknowledge that the the Developer is in the process of constructing additional site improvements on said lot. The Developer shall complete the work in conformance with the all applicable codes, ordinances, and regulations. The Developer shall provide an as-built Grading Plan for the Property before issuance of a final certificate of occupancy, which shall identify building pad elevations, lot corner elevations, stormwater storage ponds, surface drainage ways, common greenways, and open space. The as-built Grading Plan shall have a maximum two (2) foot contours and meet the requirements of the City's Code of Ordinances, Chapter 28, Article VII Sec 28-30

B. The Developer shall obtain all necessary approvals and permits from the City of Faribault related to future site improvements in the Plat, including but not limited to, grading and building permits.

Article Four
Additional Provisions

4.01. Platting Requirements. The Developer shall plat the Property consistent with the preliminary and final plat of MET CON BUSINESS PARK FOURTH ADDITION, approved by the City Council in Resolution No. 2021-167, on August 24, 2021, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes. Subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes, the Developer shall finalize the plat of MET CON BUISNESS PARK FOURTH ADDITION and shall cause the final plat of MET CON BUSINESS PARK FOURTH ADDITION to be recorded with the Rice County Recorder/Registrar of Titles and provide the City with a reproducible Mylar copy of said plat and a digital copy of said plat in a format suitable to the City Engineer.

4.02. Additional Requirements. The Developer shall satisfy, complete, and abide by all requirements set forth in the Authorizing Resolution set forth in **Exhibit B**, including adequately addressing all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's plat opinion as set forth in **Exhibit C** and incorporated herein by reference as if fully set forth in this

Agreement required by the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement.

4.03. City Attorney Review; Title Work. Prior to recording the Plat with Rice County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. The City Council's approval of the Plat contemplated by Resolution No. 2020-185 and this Agreement is subject to the Developer's compliance with this provision. The Developer shall provide an Owner's Policy of Title Insurance naming the City as the insured, showing the party recording the plat and dedicating the easements as the fee simple owner, and insuring against loss or damage of all covered risks in the policy in the event that the party filing the Plat and dedicating the easements did not own the property. The City shall have the ability to make a claim on the policy in the event the party filing the Plat and dedicating the easements did not own the property.

The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with an Owner's Policy of Title Insurance, the Owner's Policy of Title Insurance shall be consistent with the requirements of the City Attorney and with an effective date on which the final Plat is recorded. The City will not issue any building permits or certificates of occupancy until the Developer has provided the City with the Owner's Policy of Title Insurance to the satisfaction of the City Attorney. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to the Authorizing Resolution and by the City Attorney are recorded and all conditions for release of the final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

4.04. Plat Modifications and Revisions. The Parties acknowledge that various potential modifications and revision issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.05. Property Monumentation. The Developer agrees to install all permanent subdivision monumentation within six (6) months from the date of recording of this Agreement and shall submit to the City written certification by a licensed land surveyor that the required monuments have been installed throughout the plat. All monuments shall be marked with a steel or fiberglass post to allow for easy location following their installation.

4.06. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the plat of MET CON BUSINESS PARK FOURTH

ADDITION and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The City acknowledges that on June 29, 2021, the Developer deposited with the City the amount of $3,000.00 to be applied to payment of the costs described in this section. The Developer acknowledges that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within 10 days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event the City does not recover its costs under the provisions of this section, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.07. Attorneys' Fees. If the City employs attorneys for the enforcement of any obligation on the part of the Developer under this Agreement, and the City prevails in the action, the Developer agrees that it will pay to the City the reasonable fees of the attorneys so incurred by the City.

4.08. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

4.09. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

4.10. Agreement to Run with Land. This Agreement may be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

4.11. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

4.12. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a)	as to the Developer:	McDonough Farms, LLC 15760 Acorn Trail Faribault, MN 55021 Attn: Troy Zabinski/Randy McDonough
(b)	as to the City:	City of Faribault 208 NW First Avenue Faribault, MN 55021-5105 Attn: City Administrator
	with a copy to:	Scott J. Riggs, City Attorney Kennedy & Graven, Chartered 700 Fifth Street Towers 150 South Fifth Street Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4.13. Cash in Lieu of Parkland Dedication. As per the provisions of Resolution No. 2021-167 (see **Exhibit B**), approved by the Faribault City Council on August 24, 2021, the Developer shall pay to the City of Faribault $2,099.69 in lieu of parkland dedication for the proposed Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION. The Developer shall pay the required cash in lieu of parkland dedication to the City before recording the Plat. As per the Developer's request, the City shall defer parkland dedication (or cash in lieu of parkland dedication) on the proposed Outlot A until the Owner chooses to replat Outlot A into a developable lot.

4.14. Watermain Area Charge and Sanitary Sewer Area Charge. Per the Development Agreement, dated August 15, 2018, and recorded as Document No. A709730, the Developer shall pay a watermain area charge of $430/acre and a sanitary sewer area charge of $1,030/acre. All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

Lot	Area	Water Area Charge	Sanitary Area Charge
Lot 1, Block 1	7.38 Acres	$3,273.40	$7,601.40
Total	**7.38 Acres**	**$3,273.40**	**$7,601.40**

The Developer shall pay to the City the watermain area charge of $3,273.40 and the sanitary sewer charge of $7,601.40 for Lot 1, Block 1 of the Plat before recording the Plat. The Developer shall pay the City the required watermain area charge and the sanitary sewer area charge related to Outlot A at the time the Developer chooses to plat Outlot A into a developable lot.

4.15 Wetlands. The Developer must provide a copy of an executed conservation easement in favor of the City for protection of the wetlands and buffer strips on the plat. The easement must legally and geographically describe the boundaries of the wetlands and wetland buffer strips, wetland buffer strip markers and their locations and prohibit any structures, paving, mowing, introduction of non-native vegetation, cutting, filling, dumping, yard waste disposal, fertilizer application or removal of the wetland buffer strip markers within the wetland buffer strip or the wetland. The language of the conservation easement is subject to City approval, in its sole discretion. Upon approval of the language of the conservation easement by the City, the Developer must also provide evidence that the easement document was recorded in the Rice County recorder's office and pay for and install wetland buffer strip markers.

4.16. Easement Dedication. The Developer expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of a final plat as set forth in the City's subdivision regulations.

4.17. Stormwater Maintenance Agreement.

A. The Parties acknowledge that a stormwater facility exists on Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION and the Developer intends to modify/expand said stormwater facilities. The Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as **Exhibit D** for the existing stormwater facility. The Parties further acknowledge that the Developer or its assigns or successors shall provide stormwater facilities per all applicable ordinances and laws for future development within the Plat and enter into Stormwater Maintenance Agreements with the City in the form attached hereto as **Exhibit D.**

B. Unless specifically noted otherwise, the stormwater facilities serving the Plat will be private and will be maintained by the Developer at its sole expense. The Developer shall be responsible for the maintenance, repair or replacement of all stormwater facilities serving the Property. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. The Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as **Exhibit D.** The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City

the right, but not the obligation to do so if the Developer fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Plat and will run with the land. The Developer acknowledges that i) the stormwater facilities will not be owned by the City; ii) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have responsibility for such work; iii) maintenance work shall be considered routine and shall be 100% the responsibility of the Developer; iv) when non-routine maintenance work is proposed, the Developer shall review the proposed work with the City Engineer or the City Engineer's representative for approval; v) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and vi) if the City performs any work on the stormwater facilities, the City has the right to specially assess or otherwise recover the cost of such work against the Property within the Plat.

C. The Developer agrees to inform purchasers within the Plat that i) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have primary responsibility for such work; ii) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and iii) if the City performs any work on the stormwater facilities, the City intends to recover the cost of such work from the owners of any lots within the Plat.

4.18. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

4.21. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, except to the extent caused by the negligence or willful misconduct of the City, its officials, agents, and employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which

the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.22. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement. U.S. Bancorp Community Development Corporation, a Minnesota corporation, its successors and/or assigns, the investor limited partner of Developer (the "Investor Limited Partner") and the Greater Minnesota Housing Fund, a Minnesota nonprofit corporation ("GMHF") shall have the right, but not the obligation, to cure any default or event of default by Developer under this Agreement, and City shall accept performance by Investor Limited Partner or GMHF, as applicable of any obligation of Developer thereunder as though tendered by Developer itself.

4.23. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing Federal, State, and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.24. Building Permits. Approval of the Plat does not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Plat. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

4.25. Required Access to Lot 2, Block 1, Met Con Business Park Third Addition. The Parties acknowledge that Rice County has not approved an access to Lot 2, Block 1 Met Con Business Park Third Addition directly from Acorn Trail (County Road 76). The City shall not issue a building permit for future development on said lot unless the Owner has secured legal access to the lot. A cross access agreement or easement between Lot 1, Block 1 Met Con Business Park Fourth Addition and Lot 2, Block 1 Met Con Business Park Third Addition of the plat could provide the required access to Lot 1, Block 1 of the plat.

4.26. Miscellaneous Provisions.

A. The Developer represents to the City that the subdivision and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances and zoning ordinances. If the City determines that the subdivision or the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the subdivision or the Plat does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the Plat, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely at the cost of the Developer; further, the Developer shall take all necessary actions such that the Plat will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

G. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals,

communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

H. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

I. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as **Exhibit E**.

4.27. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution, the City Approvals, the Stormwater Operation and Maintenance Agreement as may be required by the City Engineer, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

4.28. Plat Clean-up. The parties to this Agreement acknowledge that various potential clean-up issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.29. Other Agreements. Any other agreements affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such agreements and this Agreement, the language of this Agreement shall control.

[The remainder of this page to remain intentionally blank].

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

DEVELOPER

McDonough Farms, LLC, a Minnesota limited liability company

By: _____
Randy McDonough
Its: Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Randy McDonough, Chief Manager of McDonough Farms, LLC, a Minnesota limited liability company.

_____
Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
700 Fifth Street Towers
150 South Fifth Street
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A OF THE DEVELOPER'S PLATTING AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 and Outlot A, Block 1, Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

Abstract Property

EXHIBIT B OF THE DEVELOPER'S PLATTING AGREEMENT

THE AUTHORIZING RESOLUTION

EXHIBIT C OF THE DEVELOPER'S PLATTING AGREEMENT

CITY ATTORNEY'S PLAT OPINION

(INSERT PLAT OPINION)

EXECUTION COPY

EXHIBIT D OF THE DEVELOPER'S PLATTING AGREEMENT

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2021, by and between the City of Faribault, a municipal corporation formed under the laws of the State of Minnesota (the "City") and McDonough Farms, LLC, a Minnesota limited liability company (the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Rice County, Minnesota, which parcels are legally described on Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, the Owner has agreed to construct and maintain certain stormwater facilities (the "Stormwater Improvements") for the benefit of the Property; and

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include, but are not limited to a stormwater pond, stormwater drainage structures, and accompanying structures. The location of the Stormwater Improvements are shown on final approved plans dated June, 2018 as on file with the City of Faribault and last revision dated August 6, 2018 and as shown on Exhibit B attached hereto; and

WHEREAS, the City requires permanent provisions for handling of stormwater runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, the City and the Owner intend to comply with certain conditions, including entering into this Agreement regarding the operation and ongoing maintenance of the Stormwater Improvements.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Owner, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements to retain the design performance capacity and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Owner shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Owner shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including debris removal and vegetation restoration of the Stormwater Improvements, shall be the obligation of the Owner and its successors or assigns as the fee owner of the Property.

2. City's Maintenance Rights. The City may, but shall not be obligated to, maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Owner or its successors or assigns has failed to maintain the Stormwater Improvements such that the Stormwater Improvements are not operating as designed in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Owner written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Owner is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Owner does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Owner or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Owner or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. The Owner hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Owner hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner's, or the Owner's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Costs of Enforcement. The Owner agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a)	as to Owner:	McDonough Farms, LLC 15760 Acorn Trail Faribault, MN 55021 Attn: Troy Zabinski
b)	as to City:	City of Faribault 208 NW First Avenue Faribault, MN 55021-5105 Attn: City Administrator
	with a copy to:	Scott J. Riggs Kennedy & Graven 700 Fifth Street Towers 150 South Fifth Street\ Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

(Remainder of page left intentionally blank)

McDonough Farms, LLC

By: _____
Randy McDonough

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Randy McDonough, Chief Manager, McDonough Farms, LLC, a Minnesota limited liability company, by and on behalf of the company.

_____
Notary Public

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Kevin F. Voracek and Timothy C. Murray, the mayor and the city administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, by and on behalf of the municipal corporation.

_____
Notary Public

This instrument drafted by:

City of Faribault Engineering Department
1200 Belview Trail
Faribault, MN 55021

EXECUTION COPY

EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Property

Lot 1, Block 1, Met Con Business Park Fourth Addition

PID

EXHIBIT B TO
STORMWATER MAINTENANCE AGREEMENT

Depiction of Location of Stormwater Improvements

EXHIBIT C TO
STORMWATER MAINTENANCE AGREEMENT

Inspection and Maintenance Schedule

Inspection and maintenance shall be made consistent with the inspection schedule and checklist below, or with the most recent version of the Minnesota Stormwater Manual or other subsequent manual(s) as dictated by the City.

See attached BMP Operation and Maintenance Manual for McDonough Farms, LLC, 15765 Acorn Trail, Faribault, MN as complete by Dan Behrens, BCM Construction.

Project:		
Location:		
Site Status:		
Date:		
Time:		
Inspector:		
Maintenance Item	**Satisfactory / Unsatisfactory**	**Comments**
1. Embankment and emergency spillway (Annual, After Major Storms)		
1. Vegetation and ground cover adequate		
2. Embankment erosion		
3. Animal burrows		
4. Unauthorized plantingn		
5. Cracking, bulging, or sliding of embankment		
a. Upstream face		
b. Downstream face		
c. At or beyond toe		
downstream		
upstream		
d. Emergency spillway		
6. Pond, toe & chimney drains clear and functioning		
7. Seeps/leaks on downstream face		
8. Slope protection or riprap failure		
9. Vertical/horizontal alignment of top of dam "As-Built"		
10. Emergency spillway clear of obstructions and debris		
11. Other (specify)		
2. Riser and principal spillway (Annual)		
Type: Reinforced concrete _____ Corrugated pipe _____ Masonry _____		
1. Low flow orifice obstructed		
N2. Low flow trash rack. a. Debris removal necessary		
b. Corrosion control		
3. Weir trash rack maintenance a. Debris removal necessary		
4. Excessive sediment accumulation insider riser		
5. Concrete/masonry condition riser and barrels a. cracks or displacement		
No evidence of erosion at downstream toe		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
No evidence of erosion at downstream toe		
No evidence of erosion at downstream toe		
e. Water tightness		
6. Metal pipe condition		
7. Control valve a. Operational/exercised		

No evidence of erosion at downstream toe		
b. Chained and locked		
8. Pond drain valve a. Operational/exercised		
b. Chained and locked		
9. Outfall channels functioning		
10. Other (specify)		
3. Permanent Pool (Wet Ponds) (Monthly)		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Other (specify)		
4. Sediment Forebays		
1.Sedimentation noted		
2. Sediment cleanout when depth < 50% design depth		
5. Dry Pond Areas		
1. Vegetation adequate		
2. Undesirable vegetative growth		
3. Undesirable woody vegetation		
3. Undesirable woody vegetation		
4. Low flow channels clear of obstructions		
5. Standing water or wet spots		
6. Sediment and / or trash accumulation		
7. Other (specify)		
6. Condition of Outfalls (Annual , After Major Storms)		
1. Riprap failures		
2. Slope erosion		
3. Storm drain pipes		
4.Endwalls / Headwalls		
5. Other (specify)		
7. Other (specify)		
7. Other (Monthly)		
1. Encroachment on pond, wetland or easement area		
2. Complaints from residents		
3.Aesthetics a. Grass growing required		
b. Graffiti removal neededs		
c. Other (specify)		
4. Conditions of maintenance access routes.		
5. Signs of hydrocarbon build-up		
6. Any public hazards (specify)		
8. Wetland Vegetation (Annual))		
1. Vegetation healthy and growing		
Wetland maintaining 50% surface area coverage of wetland plants after the second growing season.		
(If unsatisfactory, reinforcement plantings needed)		
2. Dominant wetland plants:		

Survival of desired wetland plant species		
Distribution according to landscaping plan?		
3. Evidence of invasive species		
4. Maintenance of adequate water depths for desired wetland plant species		
5. Harvesting of emergent plantings needed		
6. Have sediment accumulations reduced pool volume significantly or are plants "choked" with sediment		
7. Eutrophication level of the wetland.		
8. Other (specify)		
Comments:		
Actions to be taken:		

EXHIBIT E OF THE DEVELOPER'S PLATTING AGREEMENT

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that MCDONOUGH FARMS, LLC, a Minnesota limited liability company (the "Developer"), has fully complied with its obligations under the Developer's Platting Agreement dated _____, 20____ (the "Agreement") with the City of Faribault, which was recorded with the County Recorder of Rice County, Minnesota on _____, 20____ as Document Number _____ and the Registrar of Titles for Rice County, Minnesota on _____, 20____ as Document Number _____.

Dated:_____, 20___.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

EXHIBIT F OF THE DEVELOPER'S PLATTING AGREEMENT

CONSTRUCTION PLANS AND COST ESTIMATE

EXHIBIT G OF THE DEVELOPER'S PLATTING AGREEMENT

SECURITY

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-169 Approve Early Construction Agreement for MET CON BUSINESS PARK FOURTH ADDITION

Background:

After the City Council approves a final plat, it typically takes a couple of weeks to finalize the plat and related agreements before recording them with Rice County. Due to unique construction scheduling issues, the Developer desires to start limited construction on a proposed expansion to the existing Trystar building at 15765 Acorn Trail in advance of recording the plat and agreements associated with MET CON BUSINESS PARK FOURTH ADDITION. The City may issue permits for Early Construction if the construction conforms to the City's zoning and subdivision ordinances and the provisions of an Early Construction Agreement. Provided that the City and Developer execute the attached Early Start Agreement, City Staff believes it is reasonable to allow the Developer, at the Developer's sole risk, to start limited construction on the subject property before recording the final plat and related agreements with Rice County.

Recommendation:

Approve Resolution 2021-169 Approve Early Construction Agreement for MET CON BUSINESS PARK FOURTH ADDITION.

Attachments:

1. Resolution 2021-169 Approve Met Con Business Park Fourth Addition Early Construction Agreement

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-169

APPROVE EARLY CONSTRUCTION AGREEMENT FOR MET CON BUSINESS PARK FOURTH ADDITION

WHEREAS, the Faribault City Council, on August 24, 2021, approved Resolution 2021-167: Approve Preliminary Plat and Final Plat of Met Con Business Park Fourth Addition; and

WHEREAS, McDonough Farms, LLC (the "Developer") and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County; and

WHEREAS, due to unique construction scheduling issues, the Developer desires to start limited construction before recording the final plat and related agreements with Rice County; and

WHEREAS, the City, in consultation with the Developer, prepared the Early Construction Agreement (attached as Exhibit 1 to this Resolution); and

WHEREAS, the Faribault City Council acknowledges that the Early Construction Agreement is in a draft form that may require limited revisions before the execution and recording of the Agreement; and

WHEREAS, the City Council finds that it may issue permits for Early Construction if the Early Construction conforms to the current zoning requirements, subdivision requirements, and the provisions of the Early Construction Agreement; and

WHEREAS, the Developer is ready and able to proceed with Early Construction at the Developer's sole risk.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Early Construction Agreement included in Exhibit 1 of this Resolution, and hereby authorizes City Staff and the City's Consultants to make limited revisions the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to sign the Early Construction Agreement.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

EXHIBIT 1
MET CON BUSINESS PARK FOURTH ADDITION
EARLY CONSTRUCTION AGREEMENT

EARLY CONSTRUCTION AGREEMENT
MET CON BUSINESS PARK FOURTH ADDITION

THIS EARLY CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this _____ day of August 2021, is by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and MCDONOUGH FARMS, LLC, a limited liability company formed under the laws of Minnesota (the "Developer"). This Agreement refers to the City and the Developer individually as a "Party" and collectively as the "Parties".

RECITALS

A. On August 24, 2021, the Faribault City Council approved Resolution 2021-167, Approve Preliminary Plat and Final Plat of MET CON BUSINESS PARK FOURTH ADDITION (the "Property"), legally described in EXHIBIT A of this Agreement and graphically depicted in EXHIBIT B.

B. Per Resolution 2021-167, the Developer and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County.

C. Due to unique construction scheduling issues, the Developer desires to start construction on the Property before recording the plat and related documents with Rice County (the "Early Construction").

D. The City Council finds that the City may issue permits for the Early Construction if the Early Construction conforms to the current zoning requirements, the subdivision requirements of the City, and the provisions of this Agreement, except as otherwise allowed by this Agreement.

E. The Developer is ready and able to proceed with the Early Construction at the Developer's sole risk.

TERMS OF THE EARLY CONSTRUCTION AGREEMENT

Based on the recitals in this Agreement and each Party's promises outlined in this Agreement, the Parties mutually agree to the following.

ARTICLE ONE
GENERAL PROVISIONS

1.01. **Incorporation of Recitals and Exhibits.** This Agreement incorporates the recitals and exhibits in this Agreement as fully part of this Agreement.

1.02. **Early Construction at the Sole Risk of the Developer.** All Early Construction as defined by this Agreement is at the sole risk of the Developer, including but not limited to any risk arising out of completing and recording the plat and related agreements.

ARTICLE TWO
REPRESENTATIONS AND WARRANTIES

2.01 **City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.

2.02. **Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:

A. The Developer is a Minnesota limited liability company.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or

transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Early Construction. The Developer is not aware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations, except as otherwise allowed by this Agreement.

E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.

G. The Developer has sufficient funds or has obtained a commitment to finance the Early Construction and other work that the Developer may undertake in conjunction with this Agreement.

ARTICLE THREE
EARLY CONSTRUCTION

3.01. **Extent of Early Construction Work.** Per the applicable provisions in this Agreement, the Developer may request, and the City may issue, permits for Early Construction before recording the plat of MET CON BUSINESS PARK FOURTH ADDITION. The extent of the Early Construction is limited to the following as generally depicted in EXHIBIT C:

A. Construction staging

B. Installation of construction limits and wetland protection measures

C. Erosion control measures

D. Rough site grading

E. Rough stormwater improvements

F. General utility work

G. Construction of the building pad

3.02. **Additional Early Construction Work.** The City may allow additional work not described in Section 3.01 of this Agreement if requested by the Developer and approved in writing by the City. The City may withhold permission for additional work for any or no reason.

3.03. **Required Permits and Fees.** The Developer must obtain and pay for all required permits from all applicable authorities before conducting the Early Construction work.

ARTICLE FOUR
ADDITIONAL PROVISIONS

4.01. **Duration of this Agreement.** This Agreement will go into effect at the time the Parties sign this Agreement. This Agreement will automatically terminate when the Parties record the plat and development agreement for MET CON BUSINESS PARK FOURTH ADDITION. Alternatively, this Agreement will terminate when the Parties mutually agree to terminate this Agreement.

4.02. **Access and Use of the Property During Construction.** The City's right to access the Property and the Developer's responsibilities for parking, storage, and staging during construction are as follows:

A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Early Construction and the Property.

B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Early Construction. Parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

4.03. Indemnification. The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. This Agreement does not waive or limit immunity or limitation on liability that Minnesota Statutes, Chapter 466, or other applicable laws entitle to the City.

4.04. Work Stoppage. If the Developer stops any portion of the Early Construction, the Developer must maintain the Property to a condition approved by the City to protect the health, safety, and welfare of the public.

4.05. City Responsibilities. All covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement are the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in an individual capacity.

4.06. Interpretation. Any interpretation of this Agreement must be consistent with the laws of the state of Minnesota.

4.07. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding Early Construction permits. It supersedes

and replaces any previous verbal or written agreements among or between the Parties related to Early Construction before the Parties record the plat and development agreement with Rice County for MET CON BUSINESS PARK FOURTH ADDITION.

4.08. **Breach of this Agreement.** If a breach of this Agreement occurs, the breaching Party agrees that it shall pay the non-breaching Party reasonable attorney fees and other expenses incurred by the non-breaching Party and its employees for the performance or observance of any obligation or agreement of the breaching Party under this Agreement.

4.09. **Notices and Demands.** A Party must provide in-person or deliver via registered, certified, postage prepaid, or return receipt requested mail, all notices, demands, or other communications to the other Party. Email provides sufficient communication only if the receiving Party acknowledges in writing (or via email) having received the communication. Contact information for the Parties is as follows:

A. The Developer: McDonough Farms, LLC
15760 Acorn Trail
Faribault, MN 55021
Attn: Randy McDonough
Email: randy.mcdonough@met-con.com

B. The City: City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
Attn: Tim Murray, City Administrator
Email: tmurray@ci.faribault.mn.us

With a copy to: Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
Attn: Scott Riggs
Email: sriggs@Kennedy-Graven.com

or at such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Agreement.

The Parties have executed this Agreement of the date written above.

CITY OF FARIBAULT

By: _____

Kevin F. Voracek, Mayor

By: _____

Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

_____

Notary Public

McDonough Farms, LLC

By: _____

Randy McDonough, Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Randy McDonough, Manager of McDonough Farms, LLC, a Minnesota limited liability company, on behalf of the company.

_____

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED
Attn: Scott Riggs
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402

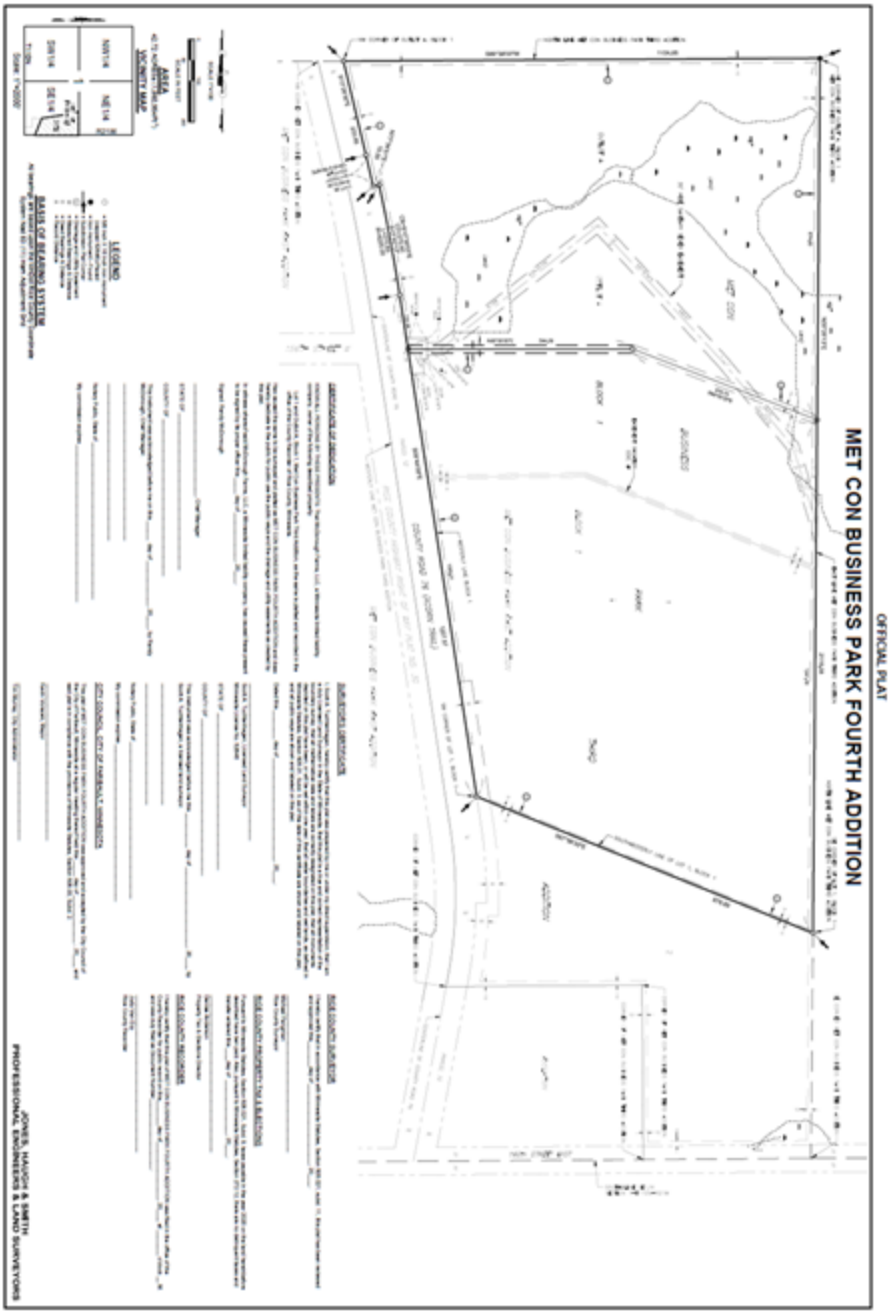
EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 and Outlot A, Block 1, Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota

TO BE PLATTED AS:

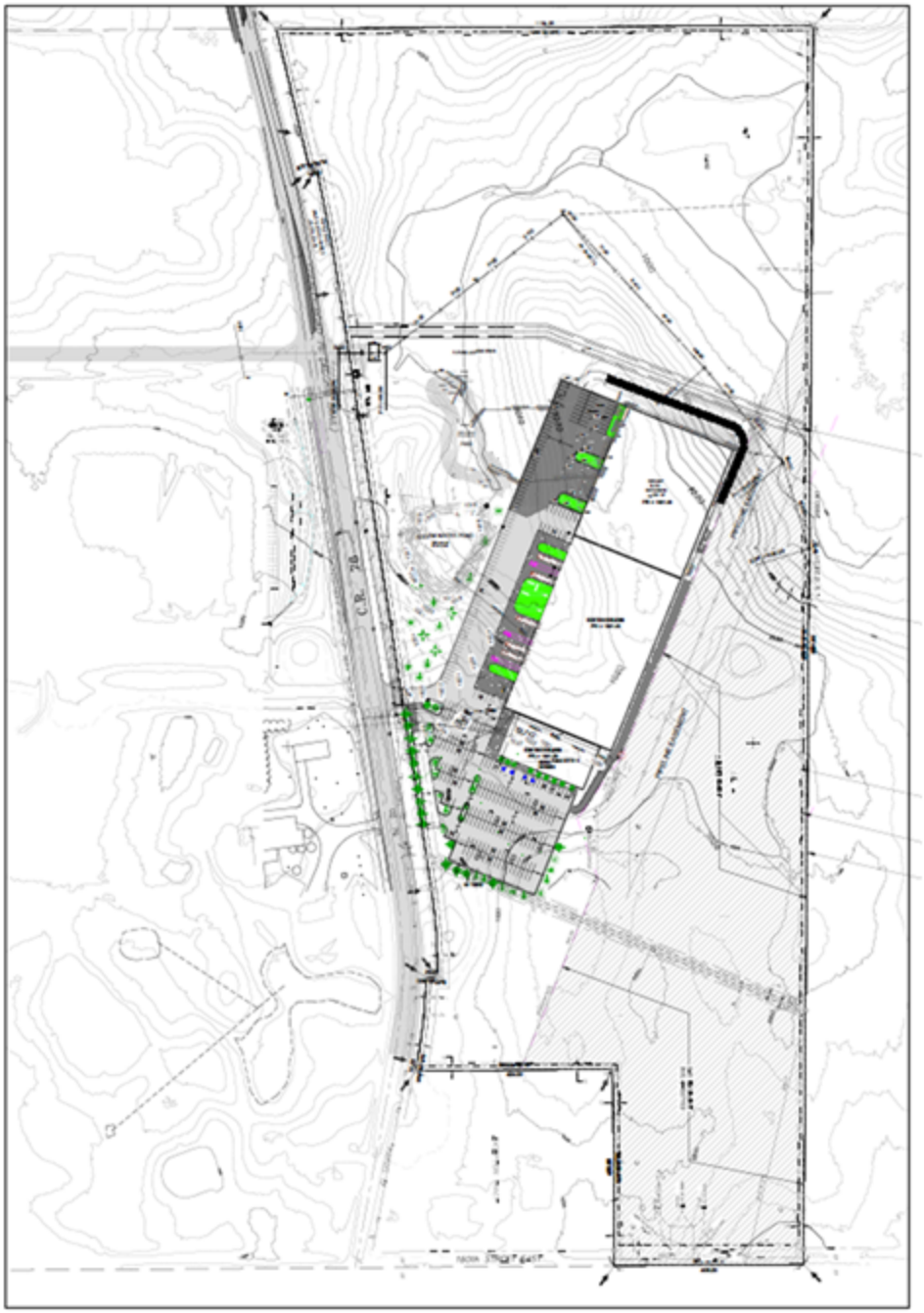
MET CON BUSINESS PARK FOURTH ADDITION

EXHIBIT B:
PROPOSED PLAT OF MET CON BUSINESS PARK FOURTH ADDITION



B-1

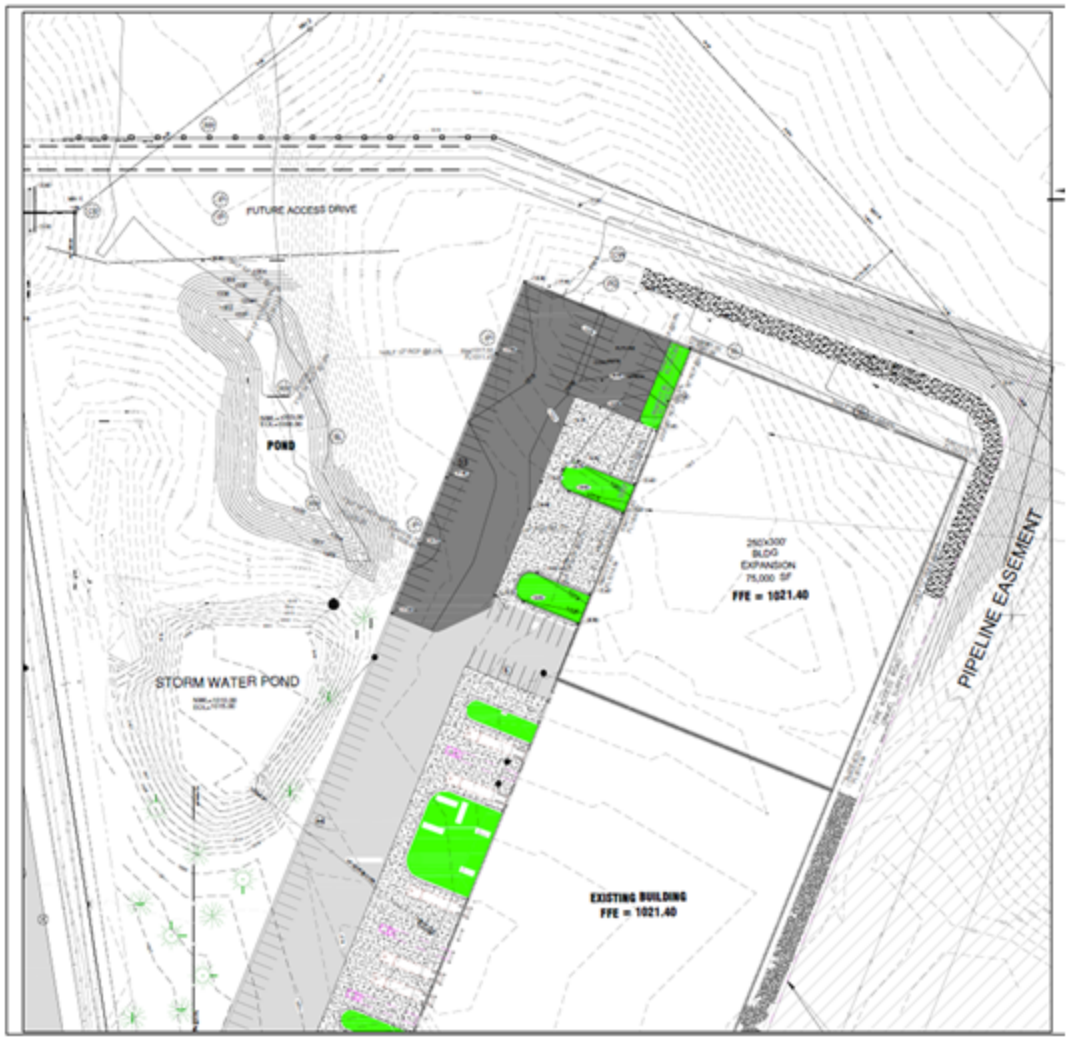
EXHIBIT C
GENERAL DEPICTION OF THE EARLY CONSTRUCTION



C-1

FUTURE ACCESS DRIVE
POND
STORM WATER POND
250'x200'
BLDG
EXPANSION
75,000 SF
FFE = 1021.40
EXISTING BUILDING
FFE = 1021.40
PIPELINE EASEMENT

C-2


FUTURE ACCESS DRIVE
POND
STORM WATER POND
BLDG
EXPANSION
75,000 SF
FFE = 1021.40
PIPELINE EASEMENT
EXISTING BUILDING
FFE = 1021.40

C-3

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	Ordinance No. 2021-4 Approve Vacation of Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION - Second Reading

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Background:

Dan Behrens (the "Applicant"), on behalf of McDonough Farms, LLC (the "Owner"), requested approval to vacate an existing drainage and utility easement associated with MET CON BUSINESS PARK THIRD ADDITION. The vacation request relates to a proposed replat of the property into the MET CON BUSINESS PARK FOURTH ADDITION, which will allow a planned expansion of the existing Trystar development at 15765 Acorn Trail. On August 10, 2021, the City Council approved the first reading of Ordinance 2021-4, which relates to the requested easement vacation. There have been no changes to the ordinance since the first reading.

Recommendation:

Approve the second reading of Ordinance 2021-4 Approve Vacation of Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION.

Attachments:

1. Ordinance 2021-4 Vacate Drainage and Utility Easement at MET CON BUSINESS PARK THIRD ADDITION

CITY OF FARIBAULT
ORDINANCE No. 2021-4

APPROVE VACATION OF DRAINAGE AND UTILITY EASEMENT AT MET CON BUSINESS PARK THIRD ADDITION

WHEREAS, Dan Behrens (the "Applicant"), on behalf of McDonough Farms, LLC (the "Owner"), submitted an application requesting that the City vacate an existing drainage and utility easement in MET CON BUSINESS PARK THIRD ADDITION as legally described in Exhibit A and graphically depicted in Exhibit B of this Ordinance; and

WHEREAS, the requested vacation relates to a proposed replat of MET CON BUSINESS PARK THIRD ADDITION into MET CON BUSINESS PARK FOURTH ADDITION that would shift the existing north property line of Lot 1, Block 1 to the north, thereby negating the need for the existing drainage and utility easement; and

WHEREAS, the requested vacation would allow a proposed expansion of the existing building on the proposed Lot 1, Block 1, MET CON BUSINESS PARK FOURTH ADDITION without encroaching into the existing drainage and utility easement; and

WHEREAS, City Staff completed a review of the Applicant's request for vacation of the drainage and utility easement legally described in Exhibit A and made a report to the Faribault Planning Commission, a copy of which has been presented to the Faribault City Council; and

WHEREAS, the Planning Commission, on July 19, 2021, following proper notice, held a public hearing regarding the Applicant's vacation request, and following said public hearing recommended that the City Council approve the requested vacation based on 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, prior to the public hearing, from an adjacent property owner who did not join in the application; and

WHEREAS, at a public meeting on August 10, 2021, and a public meeting on August 24, 2021, the City Council considered the Applicant's 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 Drainage and Utility Easement. The drainage and utility easement legally described in Exhibit A and graphically depicted in Exhibit B of this Ordinance is hereby vacated with the condition that the easement must be vacated in tandem with the recording of the plat of MET CON BUSINESS PARK FOURTH ADDITION.

Section 2. Findings. This Ordinance incorporates the recitals and exhibits into this Ordinance as fully set forth herein. Where applicable, the recitals and exhibits constitute the findings of the City Council.

Section 3. Authorization to take additional steps. This Ordinance authorizes and directs City Staff and City Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this Ordinance.

Section 4. Authorization to execute documents. This Ordinance authorizes and directs the Mayor and City Administrator to take all necessary actions and to execute all appropriate documents to effectuate the approvals contemplated by this Ordinance.

Section 5. Effective date. This Ordinance takes effect and is in force after its passage and publication, per Section 3.05 of the City Charter.

First Reading: August 10, 2021

Second Reading: August 24, 2021

Publication Date: August 31, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF
DRAINAGE AND UTILITY EASEMENT VACATION

A 10.00 foot wide drainage and utility easement for vacation purposes over, under and across all that part of Lot 1 and Outlot A, Block 1, in Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota; said easement being 5.00 feet on each side of the following described centerline:

Beginning at the northwest corner of said Lot 1;

thence North 89°00'53" East a distance of 381.48 feet on the north line of said Lot 1, to a corner thereof;

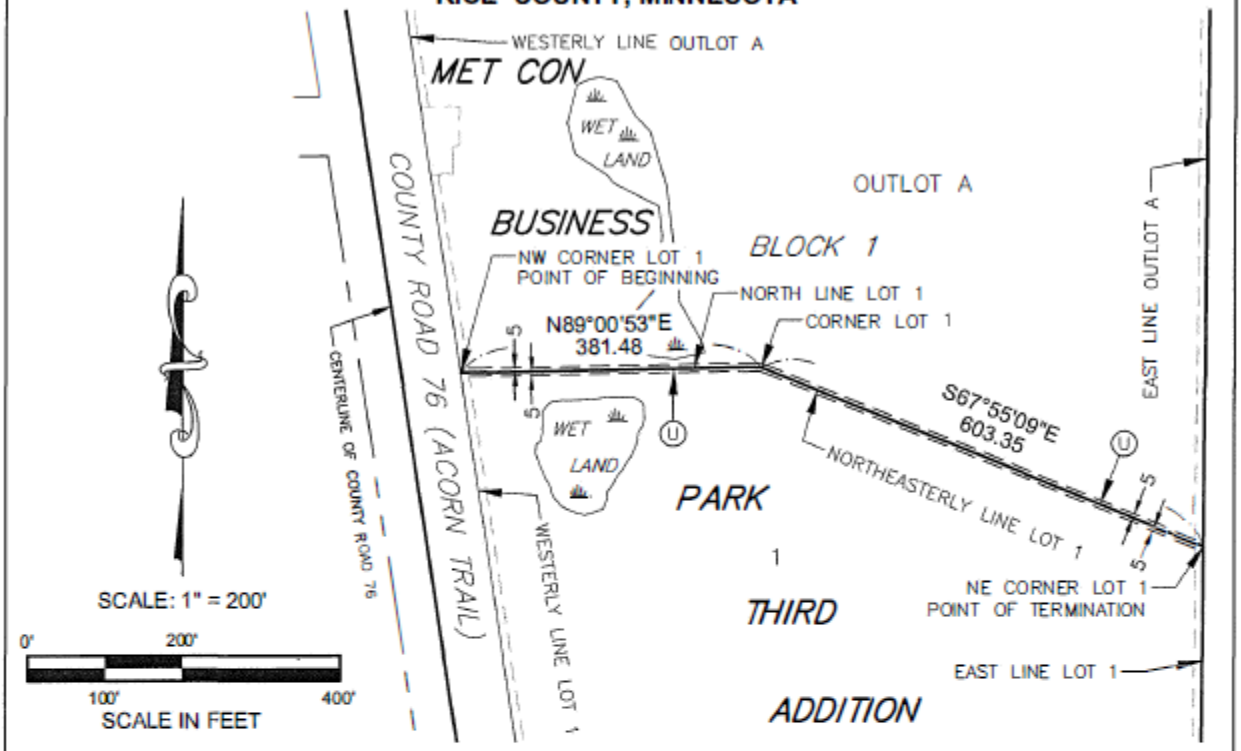
thence South 67°55'09" East a distance of 603.35 feet on the northeasterly line of said Lot 1, to the northeast corner thereof which is the point of termination;

The sidelines of said easement are lengthened or shortened to terminate on the westerly line of said Lot 1 and Outlet A and on the east line of said Lot 1 and Outlet A of the foregoing described tract.

EXHIBIT B
GRAPHIC DEPICTION OF DRAINAGE AND UTILITY EASEMENT VACATION

DRAWING OF EASEMENT VACATION

IN LOTS 1 AND OUTLOT A, BLOCK 1, MET CON BUSINESS PARK THIRD ADDITION
RICE COUNTY, MINNESOTA



PREPARED LEGAL DESCRIPTION

A 10.00 foot wide drainage and utility easement for vacation purposes over, under and across all that part of Lot 1 and Outlot A, Block 1, in Met Con Business Park Third Addition, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota; said easement being 5.00 feet on each side of the following described centerline:

Beginning at the northwest corner of said Lot 1;

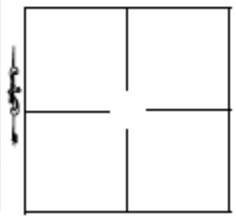
thence North 89°00'53" East a distance of 381.48 feet on the north line of said Lot 1, to a corner thereof;

thence South 67°55'09" East a distance of 603.35 feet on the northeasterly line of said Lot 1, to the northeast corner thereof which is the point of termination;

The sidelines of said easement are lengthened or shortened to terminate on the westerly line of said Lot 1 and Outlot A and on the east line of said Lot 1 and Outlot A of the foregoing described tract.

FOR: MCDONOUGH FARMS

LOCATION MAP



Scale: 1" = 4000'

Date: 5/20/2021
Revised date: -
Drawn by: ADM
Survey: -
Coord-System: MNDOT CO. NAD83 1996
Page 1 of 1
Job No: 20-135_EASE.DWG

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

Steven J. Thompson, L.S. No. 22705 — Date

JONES HAUGH SMITH
Engineers + Surveyors
515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876
415 West North Street
Owatonna, MN 55060
507-451-4598

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director Mark DuChene, City Engineer
MEETING DATE:	August 24, 2021
SUBJECT:	1. Approve Summary Publication - Ordinance 2021-4

Background:

Per Section 3.08 of the City Charter, the City Council, by a five-seventh vote of its members, may direct that the title and a summary of an ordinance be published instead of publishing the entire ordinance. The summary must note that the ordinance is available for inspection during regular office hours at the office of the City Administrator. Before publication of the ordinance summary, the Council must approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance. The summary publication fulfills all legal publication requirements as completely as if the entire ordinance had been published.

Recommendation:

Approve summary publication of Ordinance 2021-4.

Attachments:

1. Summary Publication of Ordinance 2021-4

Summary Publication

CITY OF FARIBAULT

ORDINANCE No. 2021-4

APPROVE VACATION OF DRAINAGE AND UTILITY EASEMENT AT MET CON BUSINESS PARK THIRD ADDITION

On August 24, 2021, the Faribault City Council approved Ordinance 2021-4, vacating a drainage and utility easement associated with MET CON BUSINESS PARK THIRD ADDITION. The easement vacation relates to a proposed replat of the property into the MET CON BUSINESS PARK FOURTH ADDITION, which will allow the planned expansion of an existing industrial use at 15765 Acorn Trail. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading:	August 10, 2021
Second Reading:	August 24, 2021
Publication:	August 31, 2021

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Andy Bohlen, Chief of Police
MEETING DATE:	August 24, 2021
SUBJECT:	Ordinance No. 2021-5 Amend Section 4-27 of the City Code of Ordinances Regarding Hours of Operation for On-Sale Intoxicating Liquor Sales - Second Reading

Background:

The purpose of this Request for Action is for City Council to amend existing City Code Section 4-27 "Hours of Operation for On-Sale Intoxicating Liquor Sales". Due to ongoing public safety concerns, the Police Department would like all establishments to stop liquor sales and have establishments close at 1:00 A.M. rather than the 2:00 A.M. which is currently authorized in the above City Code.

Under City Code 4-27, liquor establishments can apply for a permit to remain open and serve alcohol until 2:00 A.M. The current establishments that are authorized and permitted to serve alcohol until 2:00 A.M. are Boxers, Our Place, and The Signature. In recent months, the Police Department has responded to dozens of various complaints and problems occurring after 2:00 A.M. A call in July at 3:16 A.M. involved a large disorderly crowd spilling out onto the street from a bar and included violent physical altercations. Faribault Police Department required assistance from RCSO and the MN State Patrol to control the extremely intoxicated and unruly patrons. Faribault officers have also been held for overtime on several dates to manage potential problems after bar closures.

Establishment owners/managers have indicated that problems compound as patrons come from other jurisdictions where liquor establishments close at 1:00 A.M. Additional information has been relayed to the Police Department that when one bar has problems and is forced to close, the unruly patrons will simply go to another downtown establishment. Once there, that establishment is also forced to close for fear of criminal activity and further assaultive and disorderly behavior.

The Department has had conversations with the three local bar owners/managers who are permitted to remain open until 2:00 A.M. All have agreed to close at 1:00 A.M. These same owners/managers have

also elected to proactively close earlier prior to Council amendments to City Code 4-27 for Ord 2021-5 first and second readings.

Since the first reading of the amended ordinance, it was learned that The Signature has already allowed their 2:00 A.M. liquor license to expire.

Recommendation:

Approve Second Reading to Ordinance 2021-5 Amending City Code 4-27 Changing Hours of Operation for On-Sale Intoxicating Liquor Sales from 2:00 A.M. to Establishments Closing at 1:00 A.M.

Attachments:

1. Ordinance 2021- 5 Amending Sec. 4-27 - Second Reading

CITY OF FARIBAULT
ORDINANCE No. 2021-5

AMEND SECTION 4-27 OF THE CITY CODE OF ORDINANCES REGARDING HOURS OF OPERATION FOR ON-SALE INTOXICATING LIQUOR SALES

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault has hereby determined that Chapter 4 of the City Code of Ordinances be amended by the addition of the underlined language and removal of the ~~stricken~~ language in Section 4-27 as follows:

Sec. 4-27. – Hours of operation of business

(a) *On-sale; intoxicating liquor.* No sale of intoxicating liquor for consumption on a licensed premises may be made:

(1) Between 1:00 ~~2:00~~ a.m. and 8:00 a.m. on the days of Monday through Saturday; and

(2) After 1:00 ~~2:00~~ a.m. on Sundays, unless a Sunday sale license has been issued or unless the establishment is a cocktail room, brewpub, or brewer taproom.

(b) *Consumption and display permit.* No establishment holding a consumption and display permit may allow a person to consume or display intoxicating liquor, and no person may consume or display intoxicating liquor between 1:00 ~~2:00~~ a.m. and 8:00 a.m. on Sunday, and between 1:00 ~~2:00~~ a.m. and 8:00 a.m. on Monday through Saturday.

(c) *Sunday sale.* No intoxicating liquor shall be sold after 1:00 ~~2:00~~ a.m. on Sundays, except that licensees that hold Sunday on-sale liquor licenses, cocktail rooms, brewpubs and brewer taprooms may sell and serve intoxicating liquor between the hours of 8:00 a.m. on Sunday and 2:00 a.m. on Monday.

(d) *On-sale; 3.2 percent malt liquor.* No sale of 3.2 percent malt liquor may be made between 1:00 ~~2:00~~ a.m. and 8:00 a.m. on the days of Monday through Saturday, nor between1:00 ~~2:00~~ a.m. and 12:00 p.m. on Sunday.

~~(e) *Permit required for sales after 1:00 a.m.* In order to sell intoxicating liquor or 3.2 percent malt liquor on-sale between the hours of 1:00 a.m. and 2:00 a.m., a licensee must obtain a permit from the commissioner. Application for the permit must be on a form the commissioner prescribes. Permits are effective for one year from the date of issuance.~~

(e)~~(f)~~ Notwithstanding paragraph (g) below, upon notification and approval of the city administrator and on compliance with the conditions set forth in this section, an on-sale intoxicating liquor or 3.2 percent malt liquor licensee may serve food and non-alcoholic beverages upon the licensed premises on January 1st (New Year's Day) between the hours of 1:00 ~~2:00~~ a.m. and 2:30 a.m., provided that no such food or non-alcoholic beverages are served in the area of the main bar; and:

(1) No new patrons are admitted after 1:00 ~~2:00~~ a.m.;

(2) The licensee's doors are locked to the public;

(3) The main bar is secured from public access;

(4) The area where the food and non-alcoholic beverages are being served has immediate access to the outside of the building;

(5) The licensee has on duty during such hours a licensed police officer for the purpose of enforcing the terms of this paragraph. The police officer must be approved by the city's chief of police; and

(6) The city administrator reviews and approves the physical layout of licensee's premises to ensure that compliance with the terms of this paragraph is feasible.

In the absence of such approval, the licensee shall not be permitted to serve food or remain open during the hours as provided under this paragraph.

(f)~~(g)~~ Unless otherwise authorized by this chapter, all premises holding on-sale intoxicating liquor or 3.2 percent malt liquor licenses must be closed and locked between the hours of 1:30 ~~2:30~~ a.m. and 6:00 a.m. every day. No business of any kind shall be transacted during these hours. All customers must be removed from the premises within fifteen (15) minutes of closing time. No persons shall remain or enter the premises during the hours of 1:30 ~~2:30~~ a.m. and 6:00 a.m. except the owner or manager and such employees as are necessary to maintain the premises.

(g)~~(h)~~ Hotels for which an on-sale license has been secured under this chapter may remain open at all hours for the purposes of selling food, non-alcoholic beverages and providing sleeping accommodations.

(h)~~(i)~~ *Off-sale.* No sale of intoxicating liquor may be made by an off-sale licensee and premises for which an off-sale intoxicating liquor license has been issued shall be closed:

(1) Before 11:00 a.m. or after 6:00 p.m. on Sundays;

(2) Before 8:00 a.m. or after 10:00 p.m. on Monday through Saturday;

(3) On Thanksgiving Day;

(4) On Christmas Day, December 25; and

(5) After 8:00 p.m. on Christmas Eve, December 24.

(i)~~(j)~~ *Off-sale; growlers.* Malt liquor in growlers only may be sold by brewpubs, brewer taprooms and small brewers at off-sale on Sundays between the hours of 8:00 a.m. on Sunday and 1:00 ~~2:00~~ a.m. on Monday.

Section 2. This ordinance shall take effect upon the date of its publication.

First Reading: August 10, 2021

Second Reading: August 24, 2021

Publication Date: August 28, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Summary Publication

CITY OF FARIBAULT

ORDINANCE No. 2021-5

AMEND SECTION 4-27 OF THE CITY CODE OF ORDINANCES REGARDING HOURS OF OPERATION FOR ON-SALE INTOXICATING LIQUOR SALES

On August 24, 2021, the Faribault City Council approved Ordinance 2021-5, Amending Section 4-27 of the City Code of Ordinances Regarding Hours of Operation for On-Sale Intoxicating Liquor Sales. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading:	August 10, 2021
Second Reading:	August 24, 2021
Publication:	August 28, 2021

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Annexation Committee Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	August 24, 2021
SUBJECT:	Ordinance No. 2021-6 Annexing Land Owned by the City in Wells Township - First Reading

Background:

In 2011, the City of Faribault acquired five undeveloped parcels in Wells Township to relocate the crosswind runway and improve the function of the airport (see the graphics associated with the attached Ordinance 2021-6). These untaxed parcels, totaling 28.8 acres, are contiguous to the city limits and the airport. Per Minnesota law, the City may annex these parcels via an annexation ordinance without objection from Wells Township.

At its April 20, 2021 meeting, the City Council's Annexation Committee expressed its support for the proposed annexation of the subject parcels. In a letter dated May 27, 2021, the City notified Wells Township of its intent to annex the subject parcels. On July 13, 2021, the Annexation Committee and City Staff met with Wells Township representatives to discuss the proposed annexation. Because Wells does not receive tax revenue from the parcels, the Wells Township representatives did not object to the proposed annexation.

Wells Township and the City agreed to meet later this year to discuss creating an orderly annexation agreement that would address other potential annexation issues and opportunities. However, the only action before the City Council at this time relates to the five subject city-owned parcels that are contiguous to the city limits and the airport.

Recommendation:

Approve Ordinance 2021-6 An Ordinance Annexing Land Owned by the City in Wells Township (First Reading)

Attachments:

1. Ordinance 2021-6 Annex Land Owned by the City in Wells Township

CITY OF FARIBAULT
ORDINANCE No. 2021-6

ANNEXING LAND OWNED BY THE CITY IN WELLS TOWNSHIP

THE CITY OF FARIBAULT ORDAINS AS FOLLOWS:

SECTION 1. Legislative Findings. The City Council of the City of Faribault finds and determines as follows:

A. The City owns the property legally described in the attached EXHIBIT A and shown on the maps attached as EXHIBIT B and EXHIBIT C ("City Property").

B. The City is authorized by Minnesota Statutes, section 414.033, subdivision 2(1) to annex by ordinance unincorporated land that it owns.

C. The notice and hearing requirements in Minnesota Statutes, section 414.033, subdivision 2a do not apply to the annexation of City-owned land.

D. The floodplain, shoreland, and electric utility notice requirements of Minnesota Statutes, section 414.033, subdivisions 11 and 12 do not apply to this annexation.

E. The City Property:

(1) Includes five (5) parcels in Wells Township ("Town") containing approximately 29 acres;

(2) Is not currently developed and has a population of zero;

(3) Is not subject to real estate taxes, and so the City is not required to pay any tax reimbursement to the Town under Minnesota Statutes, section 414.036 related to this annexation;

(4) Is not subject to any special assessment, and there is no Town debt attributable to the City Property;

(5) Is not immediately adjacent to any Town roads; and

(6) Is not part of an orderly annexation agreement.

SECTION 2. Annexation. Per Minnesota Statutes, section 414.033, subdivision 2(1), the City Council hereby declares the City Property, as legally described in EXHIBIT A and shown in EXHIBIT B and EXHIBIT C, to be annexed to the City of Faribault effective as of the date approved by the Office of Administrative Hearings.

SECTION 3. Filing. The City Administrator is authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Rice County Auditor, and the Town Clerk.

SECTION 4. Designated Zoning District. Upon the Office of Administrative Hearings' approval of the subject annexation, this Ordinance designates the zoning district of the annexed property as O, Agriculture/Open Space. The Official Zoning Map of the City of Faribault shall not be re-published to show the aforesaid zoning. However, the City Planner shall appropriately mark the Official Zoning Map on file with the Department of Community and Economic Development to indicate the zoning.

SECTION 5. Not Codified. This is a transitory ordinance and shall not be codified as part of the City Code.

First Reading: August 24, 2021

Second Reading:

Publication Date:

Faribault City Council

_____

Kevin F. Voracek, Mayor

Attest:

_____

Timothy C. Murray, City Administrator

FA105-434-739142.v1

EXHIBIT A
LEGAL DESCRIPTION OF CITY PROPERTY

Parcel 1

A tract of land in the East Half of the Northwest Quarter of Section 14, Township 110 North, Range 21 West, Rice County, Minnesota, described as follows:

> Commencing at the southwest corner of the Northwest Quarter of said Section 14; thence on an assumed bearing of North 00 degrees 33 minutes 37 seconds East along the west line of said Northwest Quarter, a distance of 659.29 feet; thence North 89 degrees 50 minutes 28 seconds East 2016.18 feet to the point of beginning of the land being described; thence North 04 degrees 06 minutes 06 seconds East 557.18 feet; thence South 80 degrees 11 minutes 16 seconds East 84.63 feet to the westerly right-of-way line of State Highway 21; thence South 34 degrees 01 minutes 59 seconds East along said westerly right-of-way line, a distance of 651.59 feet to the intersection with a line bearing North 89 degrees 50 minutes 28 seconds East from the point of beginning; thence South 89 degrees 50 minutes 28 seconds West 487.92 feet to the point of beginning.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: easement in favor of the State of Minnesota as shown on Final Certificate recorded in Book 157 of Deeds, Page 87.

Parcel 2

A tract of land in the South Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 110 North, Range 21 West, Rice County, Minnesota, described as follows:

> Commencing at the southwest corner of said South Half of the Southeast Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 32 minutes 04 seconds East along the south line of said South Half of the Southeast Quarter of the Northwest Quarter, a distance of 577.59 feet to the point of beginning of the land being described; thence North 09 degrees 48 minutes 44 seconds East 255.27 feet; thence South 80 degrees 11 minutes 16 seconds East 51.00 feet; thence North 04 degrees 06 minutes 06 seconds East 420.88 feet to the north line of said South Half of the Southeast Quarter of the Northwest Quarter; thence North 89 degrees 27 minutes 57 seconds East along said north line, a distance of 395.28 feet; thence South 15 degrees 31 minutes 22 seconds West 492.22 feet; thence South 80 degrees 11 minutes 16 seconds East 51.00 feet; thence South 09 degrees 48 minutes 44 seconds West 182.74 feet to the south line of said South Half of the Southeast Quarter of the Northwest Quarter; thence South 89 degrees 32 minutes 04 seconds West along said south line, a distance of 406.52 feet to the point of beginning.

Parcel 3

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 14, Township 110 North, Range 21 West, Rice County, Minnesota, described as follows:

> Beginning at the southeast corner of said Southwest Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 16 minutes 00 seconds West along the south line of said Southwest Quarter of the Southwest Quarter, a distance of 213.55 feet; thence North 03 degrees 51 minutes 29 seconds West 357.99 feet; thence North 90 degrees 00 minutes 00 seconds East 142.53 feet; thence North 00 degrees 00 minutes 00 seconds East 517.66 feet; thence North 90 degrees 00 minutes 00 seconds West 92.67 feet; thence North 00 degrees 00 minutes 00 seconds East 450.88 feet to the north line of said Southwest Quarter of the Southwest Quarter; thence North 89 degrees 24 minutes 03 seconds East, along said north line, a distance of 205.70 feet to the northeast corner said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 46 minutes 29 seconds West along the east line of said Southwest Quarter of the Southwest Quarter a distance of 1325.27 feet to the point of beginning.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: subject to easement in favor of State of Minnesota as shown on Final Certificate recorded in Book 157 of Deeds, Page 77;

Parcel 4

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 23, Township 110 North, Range 21 West, Rice County, Minnesota, described as follows:

> Beginning at the northeast corner of said Northwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 16 minutes 00 seconds West along the north line of said Northwest Quarter of the Northwest Quarter, a distance of 213.55 feet; thence South 03 degrees 51 minutes 29 seconds East 150.22 feet; thence North 89 degrees 16 minutes 00 seconds East 202.91 feet to the east line of said Northwest Quarter of the Northwest Quarter; thence North 00 degrees 12 minutes 16 seconds East along said east line a distance of 150.02 feet to the point of beginning.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: none.

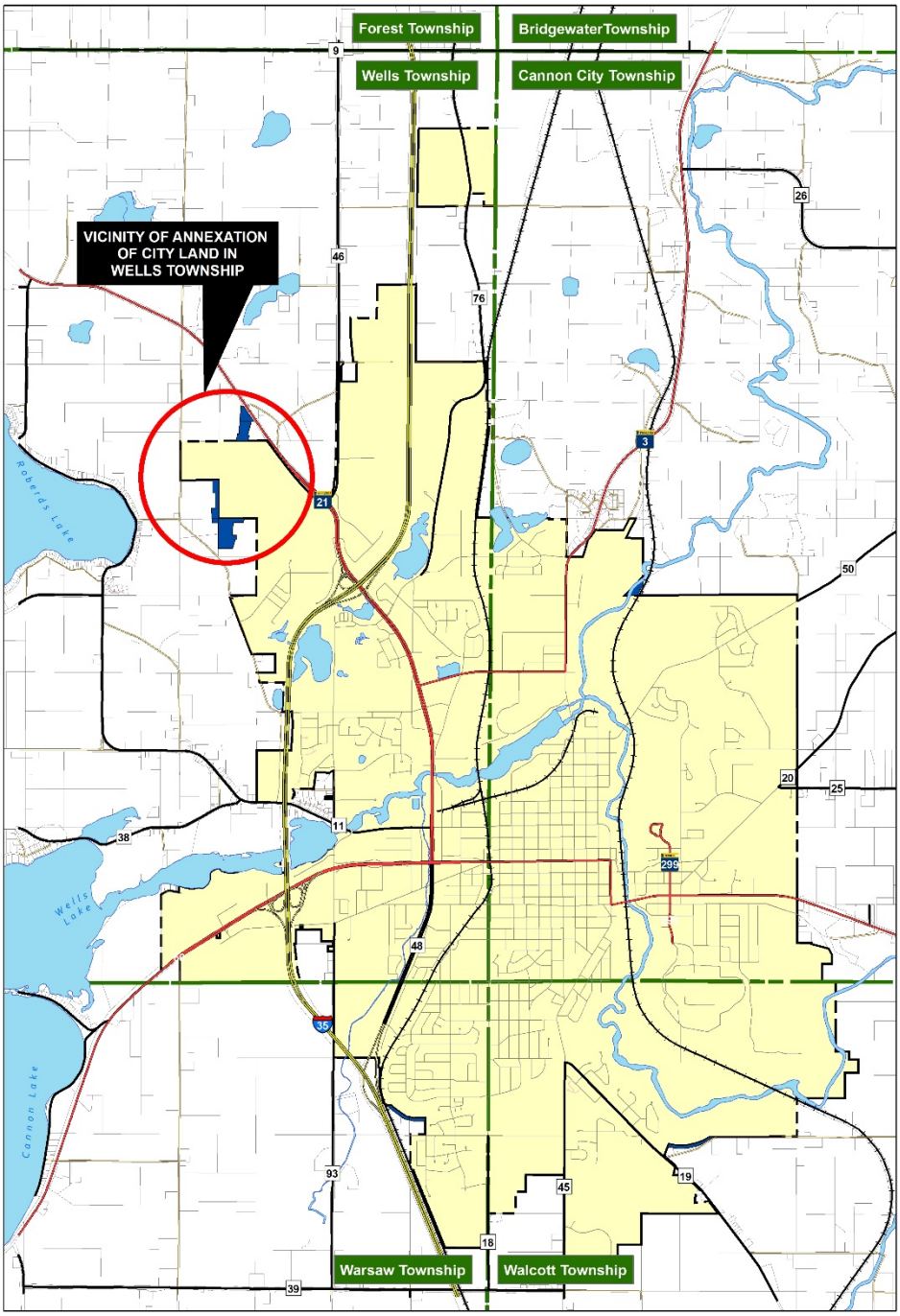
Parcel 5

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 110 North, Range 21 West, Rice County, Minnesota, described as follows:

> Beginning at the northwest corner of said Northeast Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 16 minutes 00 seconds East along the north line of said Northeast Quarter of the Northwest Quarter, a distance of 907.75 feet; thence South 23 degrees 50 minutes 54 seconds West 164.95 feet; thence South 89 degrees 16 minutes 00 seconds West 331.99 feet; thence South 04 degrees 06 minutes 06 seconds West 433.80 feet; thence North 90 degrees 00 minutes 00 seconds East 145.94 feet; thence South 00 degrees 00 minutes 00 seconds East 131.67 feet; thence South 65 degrees 16 minutes 47 seconds West 59.23 feet; thence South 14 degrees 32 minutes 58 seconds West 301.35 feet; thence North 89 degrees 47 minutes 01 seconds West 498.08 feet to the west line of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 12 minutes 16 seconds East, along said west line, a distance of 1022.44 feet to the point of beginning.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

EXHIBIT B
MAP SHOWING GENERAL VICINITY OF ANNEXATION OF CITY LAND IN WELLS TOWNSHIP

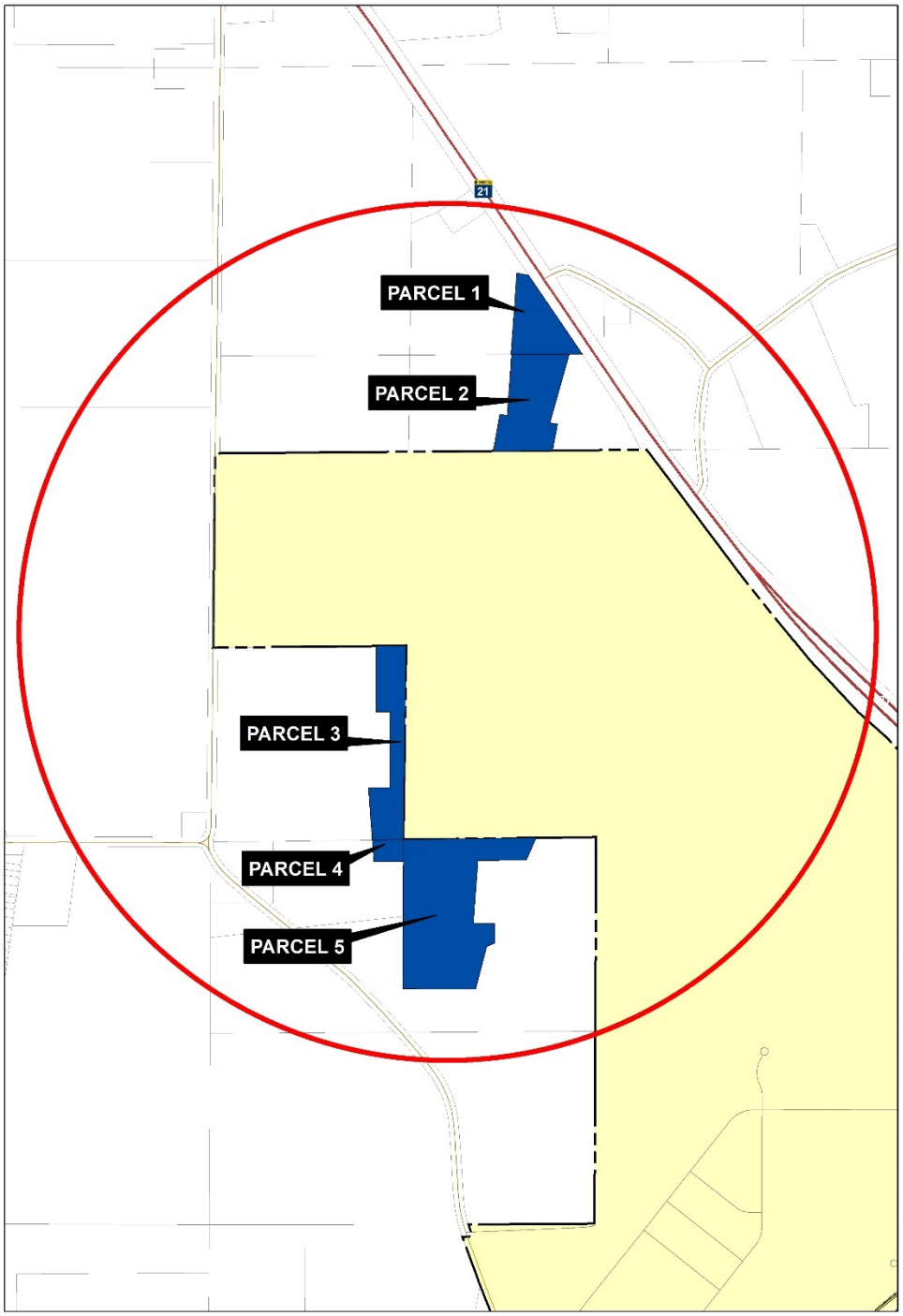


VICINITY OF ANNEXATION OF CITY LAND IN WELLS TOWNSHIP

0 0.25 0.5 1 1.5 2 Miles

FA105-434-739142.v1

EXHIBIT C
ANNEXATION OF CITY PROPERTY IN WELLS TOWNSHIP



ANNEXATION OF CITY PARCELS IN WELLS TOWNSHIP

0 450 900 1,800 2,700 Feet

FA105-434-739142.v1

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Annexation Committee Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	August 24, 2021
SUBJECT:	Ordinance No. 2021-7 Annexing Land Owned by the City in Warsaw Township - First Reading

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Background:

In 2009, the City of Faribault acquired two former railroad parcels in Warsaw Township for the City's trail system (see the graphics associated with the attached Ordinance 2021-7). These untaxed parcels, totaling two acres, are contiguous to the city limits. Per Minnesota law, the City may annex these parcels via an annexation ordinance without objection from Warsaw Township.

At its April 20, 2021 meeting, the City Council's Annexation Committee expressed support for the proposed annexation of the subject parcels. In a letter dated May 27, 2021, the City notified Warsaw Township of its intent to annex the subject parcels. The City did not receive any comments from the Township.

Recommendation:

Approve Ordinance 2021-7 An Ordinance Annexing Land Owned by the City in Warsaw Township (First Reading)

Attachments:

1. Ordinance 2021-7 Annex Land Owned by the City in Warsaw Township

CITY OF FARIBAULT
ORDINANCE No. 2021-7

ANNEXING LAND OWNED BY THE CITY IN WARSAW TOWNSHIP

THE CITY OF FARIBAULT ORDAINS AS FOLLOWS:

SECTION 1. Legislative Findings. The City Council of the City of Faribault finds and determines as follows:

A. The City owns the property legally described in the attached EXHIBIT A and shown on the maps attached as EXHIBIT B and EXHIBIT C ("City Property").

B. The City is authorized by Minnesota Statutes, section 414.033, subdivision 2(1) to annex by ordinance unincorporated land that it owns.

C. The notice and hearing requirements in Minnesota Statutes, section 414.033, subdivision 2a do not apply to the annexation of City-owned land.

D. The floodplain, shoreland, and electric utility notice requirements of Minnesota Statutes, section 414.033, subdivisions 11 and 12 do not apply to this annexation.

E. The City Property:

(1) Includes two (2) parcels in Warsaw Township ("Town") containing approximately two (2) acres;

(2) Is not currently developed and has a population of zero;

(3) Is not subject to real estate taxes, and so the City is not required to pay any tax reimbursement to the Town under Minnesota Statutes, section 414.036 related to this annexation;

(4) Is not subject to any special assessment, and there is no Town debt attributable to the City Property;

(5) Is not immediately adjacent to any Town roads; and

(6) Is not part of an orderly annexation agreement.

SECTION 2. Annexation. Per Minnesota Statutes, section 414.033, subdivision 2(1), the City Council hereby declares the City Property, as legally described in EXHIBIT A and shown in EXHIBIT B and EXHIBIT C, to be annexed to the City of Faribault effective as of the date approved by the Office of Administrative Hearings.

SECTION 3. Filing. The City Administrator is authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Rice County Auditor, and the Town Clerk.

SECTION 4. Designated Zoning District. Upon the Office of Administrative Hearings' approval of the subject annexation, this Ordinance designates the zoning district of the annexed property as R-2, Low Density Residential. The Official Zoning Map of the City of Faribault shall not be re-published to show the aforesaid zoning. However, the City Planner shall appropriately mark the Official Zoning Map on file with the Department of Community and Economic Development to indicate the zoning.

SECTION 5. Not Codified. This is a transitory ordinance and shall not be codified as part of the City Code.

First Reading: August 24, 2021

Second Reading:

Publication Date:

Faribault City Council

_____

Kevin F. Voracek, Mayor

Attest:

_____

Timothy C. Murray, City Administrator

FA105-434-739142.v1

EXHIBIT A
LEGAL DESCRIPTION OF CITY PROPERTY IN WARSAW TOWNSHIP

Parcel 1

All that part of the SE1/4 of the SW1/4 of Section 1, T 109 N, R 21 W, Rice County, Minnesota, described by:

Commencing at the southeast corner of said SW1/4; thence N 00°12'40" E, assumed bearing, 545.55 feet along the east line of said SW1/4 to a point on the south right of way line of the Iowa, Chicago & Eastern Railroad; last said point being the True Point of Beginning: thence N 00°12'40" E 101.94 feet along the east line of said SW1/4 to the north right of way line of said railroad; thence northwesterly along said right of way line and along a nontangential curve concave to the northeast, central angle 35°54'57", radius 1218.87 feet, chord N 60° 11'35" W 751.60 feet, arc length 764.05 feet; thence N 89°39'10" W 131.72 feet to the southwesterly right of way line of said Railroad; thence southeasterly along said right of way line and along a nontangential curve concave to the northeast, central angle 40°41'02", radius 1318.87 feet, chord S 58°42'08" E 916.94 feet, arc length 936.49 feet to said True Point of Beginning.

Containing 1.95 acres, more or less

Subject to easements and restrictions of record, if any.

Parcel 2

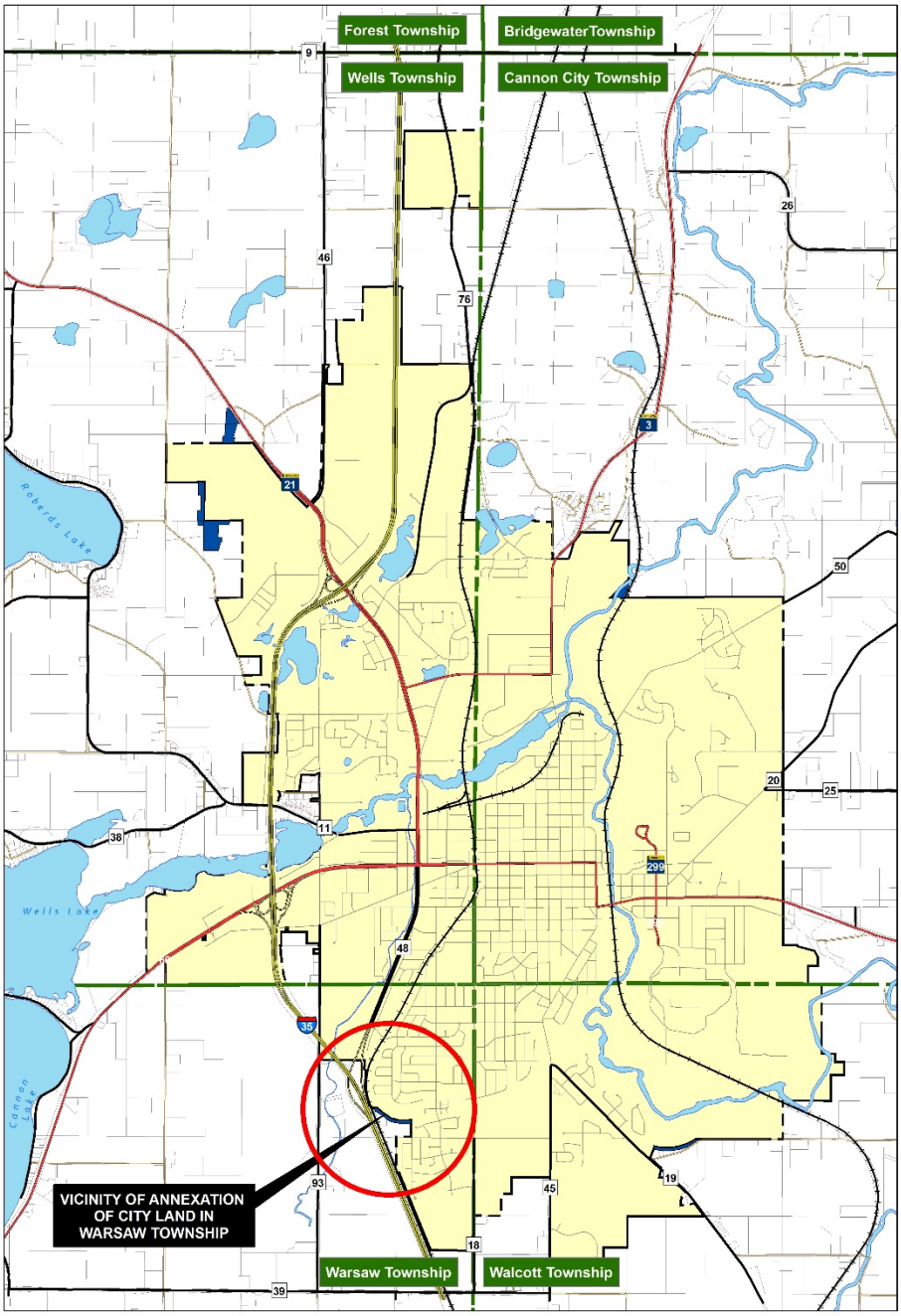
All that part of the following described parcel lying west of Windsor Park No. 27.

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right, title and interest in and to its former 100 foot wide right of way in, on, over and across the South Half of the SE1/4 of Section 1, T 109 N, R 21 W, Rice County, Minnesota, said right of way being 50 feet in width on each side of said Grantor's main track centerline as formerly there laid across said Section 1.

Containing 1.18 acres, more or less

Subject to easements and restrictions of record, if any.

EXHIBIT B
MAP SHOWING GENERAL VICINITY OF ANNEXATION OF CITY LAND IN WARSAW TOWNSHIP



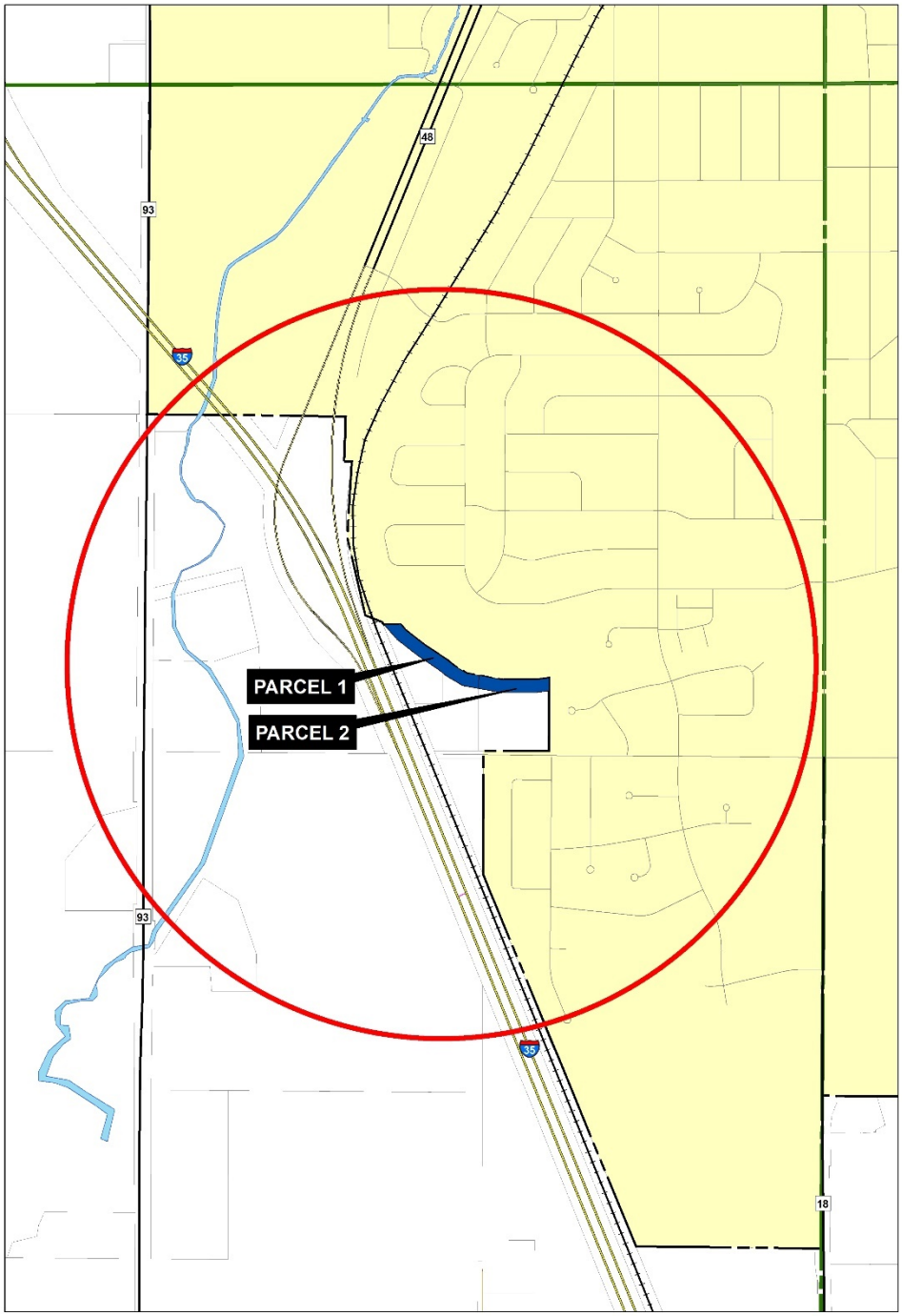
VICINITY OF ANNEXATION OF CITY LAND IN WARSAW TOWNSHIP

0 0.25 0.5 1 1.5 2 Miles

N

FA105-434-739142.v1

EXHIBIT C
ANNEXATION OF CITY PROPERTY IN WARSAW TOWNSHIP



ANNEXATION OF CITY PARCELS IN WARSAW TOWNSHIP

0 500 1,000 2,000 3,000 Feet

N

FA105-434-739142.v1

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Annexation Committee Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	August 24, 2021
SUBJECT:	Ordinance No. 2021-8 Annexing Land Owned by the City in Walcott Township - First Reading

Background:

In 1996, the City of Faribault acquired a former railroad parcel in Walcott Township for the City's trail system (see the graphics associated with the attached Ordinance 2021-8). This untaxed, 3.5-acre parcel is contiguous to the city limits. Per Minnesota law, the City may annex this parcel via an annexation ordinance without objection from Walcott Township.

At its April 20, 2021 meeting, the City Council's Annexation Committee expressed support for the proposed annexation of the subject parcel. In a letter dated May 27, 2021, the City notified Walcott Township of its intent to annex the subject parcels. The City did not receive any comments from the Township.

Recommendation:

Approve Ordinance 2021-8 An Ordinance Annexing Land Owned by the City in Walcott Township (First Reading)

Attachments:

1. Ordinance No. 2021-8 Annex Land Owned by the City in Walcott Township

CITY OF FARIBAULT
ORDINANCE No. 2021-8

ANNEXING LAND OWNED BY THE CITY IN WALCOTT TOWNSHIP

THE CITY OF FARIBAULT ORDAINS AS FOLLOWS:

SECTION 1. Legislative Findings. The City Council of the City of Faribault finds and determines as follows:

A. The City owns the property legally described in the attached EXHIBIT A and shown on the maps attached as EXHIBIT B and EXHIBIT C ("City Property").

B. The City is authorized by Minnesota Statutes, section 414.033, subdivision 2(1) to annex by ordinance unincorporated land that it owns.

C. The notice and hearing requirements in Minnesota Statutes, section 414.033, subdivision 2a do not apply to the annexation of City-owned land.

D. The floodplain, shoreland, and electric utility notice requirements of Minnesota Statutes, section 414.033, subdivisions 11 and 12 do not apply to this annexation.

E. The City Property:

(1) Includes one (1) parcel in Walcott Township ("Town") containing approximately 3.5 acres;

(2) Is not currently developed and has a population of zero;

(3) Is not subject to real estate taxes, and so the City is not required to pay any tax reimbursement to the Town under Minnesota Statutes, section 414.036 related to this annexation;

(4) Is not subject to any special assessment, and there is no Town debt attributable to the City Property;

(5) Is not immediately adjacent to any Town roads; and

(6) Is not part of an orderly annexation agreement.

SECTION 2. Annexation. Per Minnesota Statutes, section 414.033, subdivision 2(1), the City Council hereby declares the City Property, as legally described in EXHIBIT A and shown in EXHIBIT B and EXHIBIT C, to be annexed to the City of Faribault effective as of the date approved by the Office of Administrative Hearings.

SECTION 3. Filing. The City Administrator is authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Rice County Auditor, and the Town Clerk.

SECTION 4. Designated Zoning District. Upon the Office of Administrative Hearings' approval of the subject annexation, this Ordinance designates the zoning district of the annexed property as O, Agriculture/Open Space. The Official Zoning Map of the City of Faribault shall not be re-published to show the aforesaid zoning. However, the City Planner shall appropriately mark the Official Zoning Map on file with the Department of Community and Economic Development to indicate the zoning.

SECTION 5. Not Codified. This is a transitory ordinance and shall not be codified as part of the City Code.

First Reading: August 24, 2021

Second Reading:

Publication Date:

Faribault City Council

_____

Kevin F. Voracek, Mayor

Attest:

_____

Timothy C. Murray, City Administrator

FA105-434-739142.v1

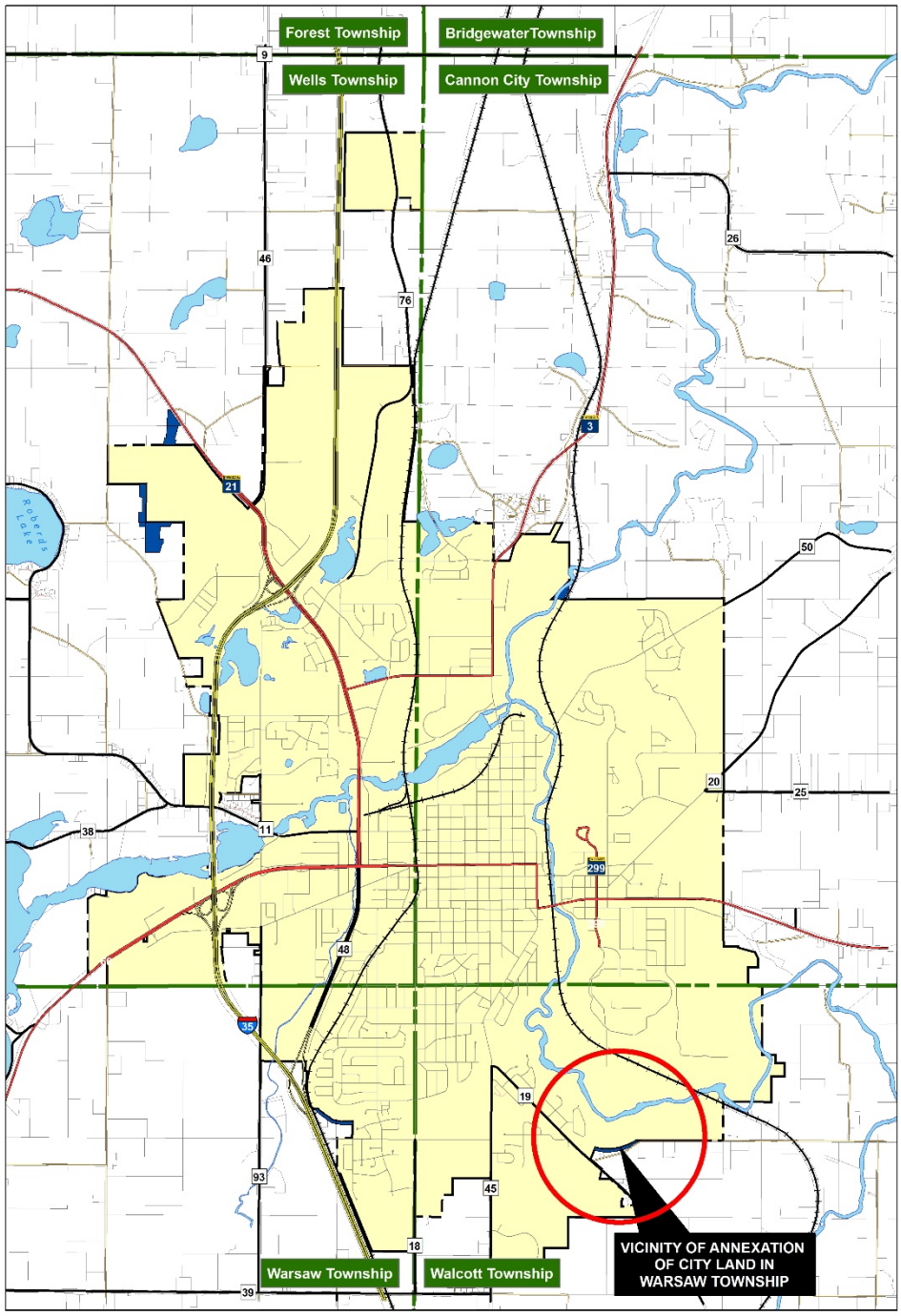
EXHIBIT A
LEGAL DESCRIPTION OF CITY PROPERTY IN WALCOTT TOWNSHIP

All of the 100 foot wide and extra width corridor of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4), and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section 8 in Township 109 North, Range 20 West, Rice County, Minnesota.

Containing 3.5 acres, more or less.

Subject to easements and restrictions of record, if any.

EXHIBIT B
MAP SHOWING GENERAL VICINITY OF ANNEXATION OF CITY LAND IN WALCOTT TOWNSHIP

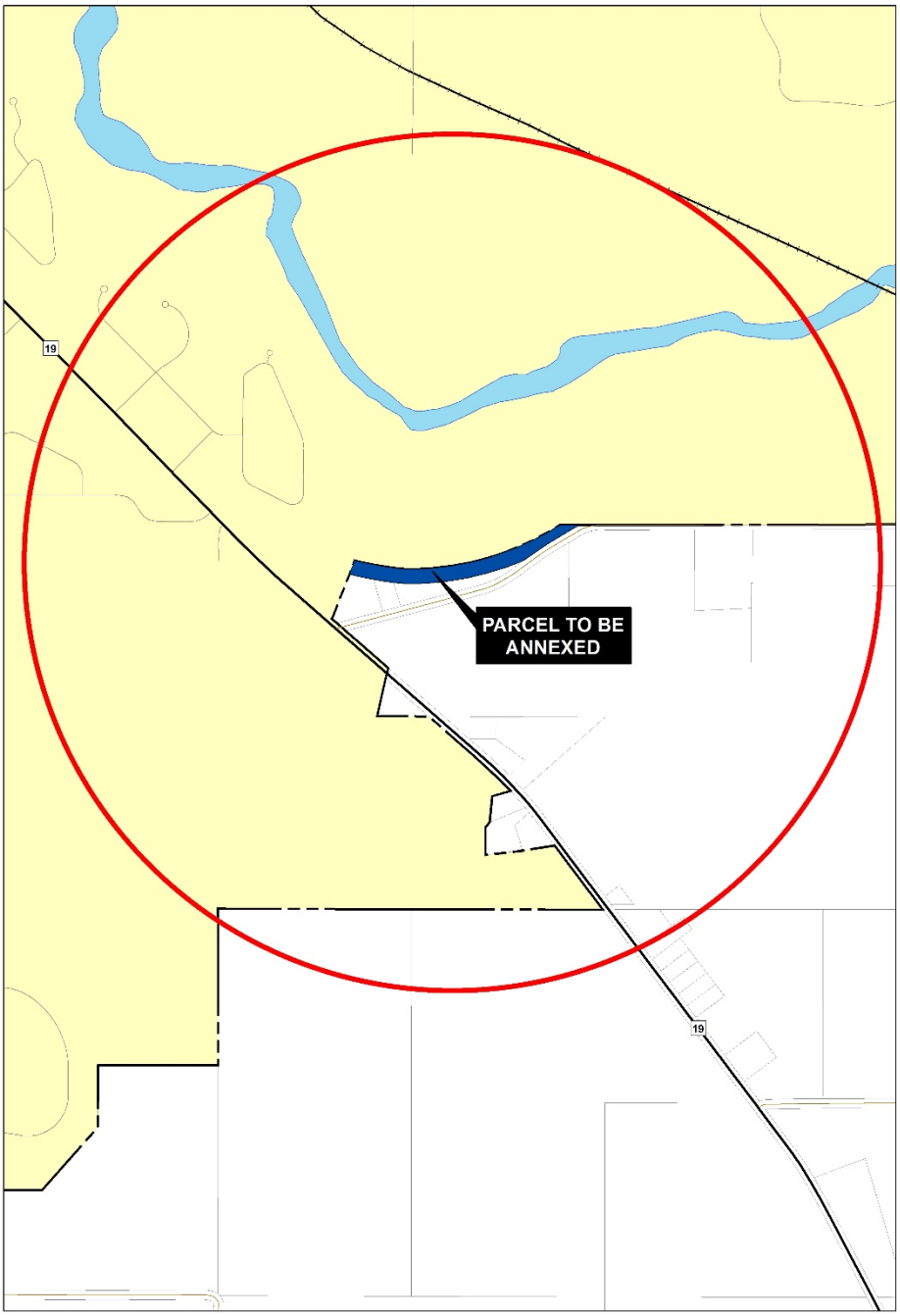


VICINITY OF ANNEXATION OF CITY LAND IN WALCOTT TOWNSHIP

0 0.25 0.5 1 1.5 2 Miles

FA105-434-739142.v1

EXHIBIT C
ANNEXATION OF CITY PROPERTY IN WALCOTT TOWNSHIP



ANNEXATION OF CITY PARCEL IN WALCOTT TOWNSHIP

0 450 900 1,800 2,700 Feet

FA105-434-739142.v1

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	August 24, 2021
SUBJECT:	Resolution 2021-172 Order Improvements, Approve Plans and Specifications, and Establish Bid Date for Well House No.5 Replacement

Background:

The attached resolution orders the improvements, approves the plans and specifications, and establishes the bid date for the construction of Well House No.5 to replace the well house that was destroyed when the building flooded as a result of a pipe failure in April.

The project is for the construction of a well house floor, foundation, masonry block building and electric components for the well. The well, pump and motor were not damaged during the flood. A copy of the plans and specifications is on file in the Public Works Directors office.

The cost estimate for the project is $635,000.00 and will be funded by the Water Fund (601). A claim for the damage has been filed with the City's insurance provider and is currently under review to determine eligibility for reimbursement.

The attached resolution also establishes a bid date of September 21, 2021 for the project. Construction would begin in November, with substantial completion in June 2022.

Recommendation:

Approve Resolution 2021-172

Attachments:

1. Resolution 2021-172
2. Well House No.5 Cover Sheet
3. Presentation- Well House No.5

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-172

ORDER IMPROVEMENTS, APPROVE PLANS AND SPECIFICATIONS AND ESTABLISH BID DATE FOR WELL HOUSE NO.5 REPLACEMENT

WHEREAS, the City of Faribault operates a municipal water supply system; and

WHEREAS, the system experienced significant damage to well house No.5 where it was destroyed, which the City desires to replace; and

WHEREAS, the project was not included in the 2021 Capital Improvement Plan and Budget and funding will be from the Water Fund (601); and

WHEREAS, plans and specifications for the improvements have been prepared by Short Elliot & Henderson (SEH).

NOW, THERFORE BE IT RESOLVED, that the proposed Well House No.5 improvements are hereby ordered.

ALSO, BE IT RESOLVED, that plans and specifications for the Well House No.5 Replacement Project, prepared by SEH, are hereby approved.

ALSO, BE IT RESOLVED, a bid opening date of September 21, 2021, is hereby established.

Date Adopted: August 24, 2021

Faribault City Council

_____

Kevin F. Voracek, Mayor

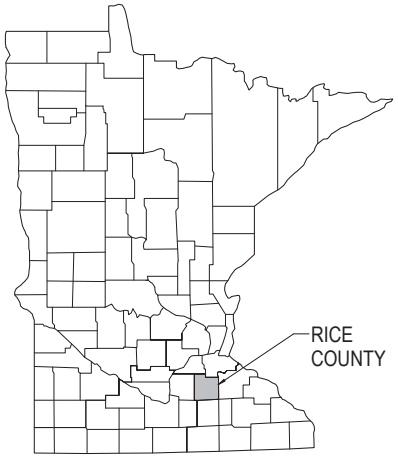
ATTEST:

_____

Timothy C. Murray, City Administrator

CONSTRUCTION DRAWINGS FOR
WELL NO. 5
REPLACEMENT BUILDING
FARIBAULT, MINNESOTA

WELL NO. 5
1815 Alexander Drive
Faribault, MN 55021



MINNESOTA

PROJECT LOCATION

SHEET INDEX

SHT NO.	SHEET NAME
G001	COVER SHEET
C101	EXISTING SITE PLAN
C102	SITE PLAN
A001	GENERAL INFORMATION AND ABBREVIATIONS
A002	CODE INFORMATION
A111	FLOOR AND ROOF PLANS, SCHEDULES, TYPES & BUILDING SECTION
A201	EXTERIOR ELEVATIONS AND WALL SECTIONS
A501	DETAILS
S001	GENERAL STRUCTURAL ABBREVIATIONS AND SYMBOLS
S002	GENERAL STRUCTURAL NOTES
S101	FOUNDATION AND ROOF FRAMING PLANS
S301	BUILDING SECTIONS
S501	FOUNDATION DETAILS
S502	FRAMING DETAILS
P101	PROCESS FLOOR PLAN & SECTIONS
M001	MECHANICAL SYMBOLS AND ABBREVIATIONS
M101	HVAC PLAN
M201	SANITARY WASTE AND VENT PLAN
M501	MECHANICAL DETAILS
E000	ELECTRICAL TITLE SHEET
E001	NOTES, LEGENDS, AND ABBREVIATIONS
E002	NOTES, LEGENDS, AND ABBREVIATIONS
E101	FIRST LEVEL LIGHTING PLAN, OVERALL
E201	FIRST LEVEL POWER PLAN, OVERALL
E501	DETAILS AND ENLARGED FLOOR PLANS
E502	DETAILS AND ENLARGED FLOOR PLANS

SEH

NOT FOR CONSTRUCTION

Project Owner
City Of Faribault

CITY OF FARIBAULT
WELL NO.5 REPLACEMENT BUILDING
FARIBAULT, MN

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SEH Project	FARIT 147406
Checked By	MAH
Drawn By	KAK

Project Status	Issue Date

REVISION SCHEDULE

REV. #	DESCRIPTION	DATE

COVER SHEET

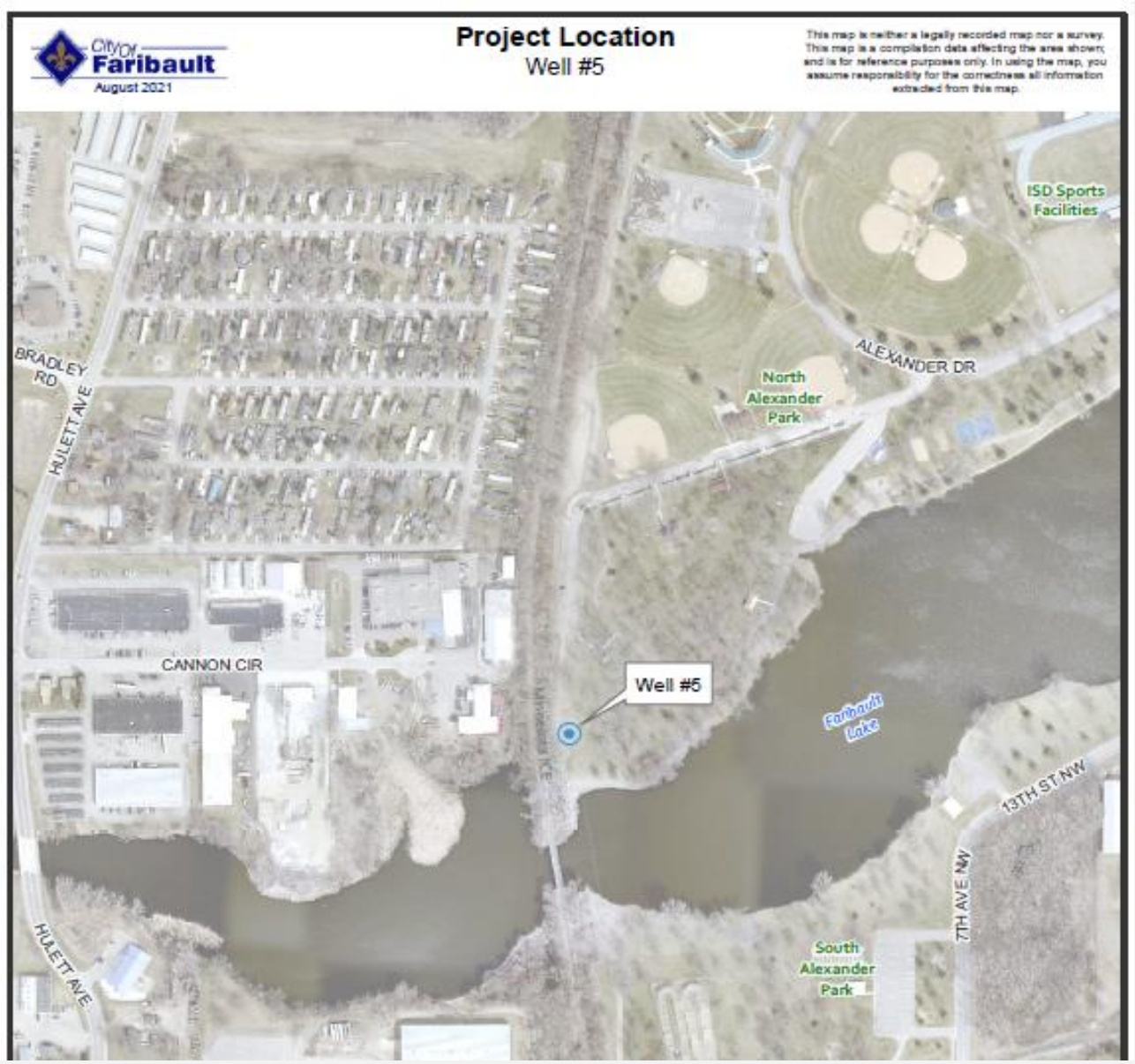
G001

6/17/2021 11:47:58 AM

WELL HOUSE NO.5 REPLACEMENT

Resolution 2021-172 Order Improvements, Approve Plans and Specifications and Establish Bid Date

WELL HOUSE NO.5 REPLACEMENT



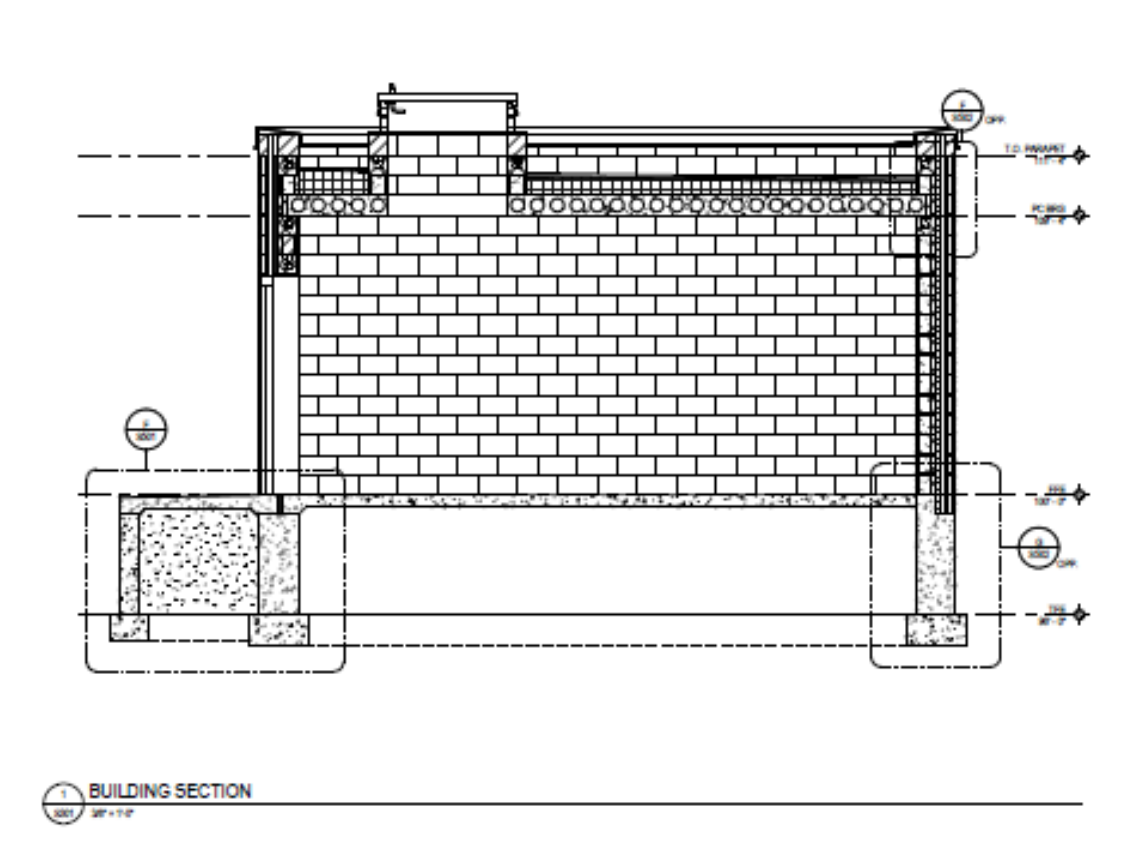
WELL HOUSE NO.5 REPLACEMENT

SCOPE OF IMPROVEMENTS

- Construction of the following:
  - Well house building, floor and foundation.
  - Well electrical service and controls.
  - Installation of well pump and motor.

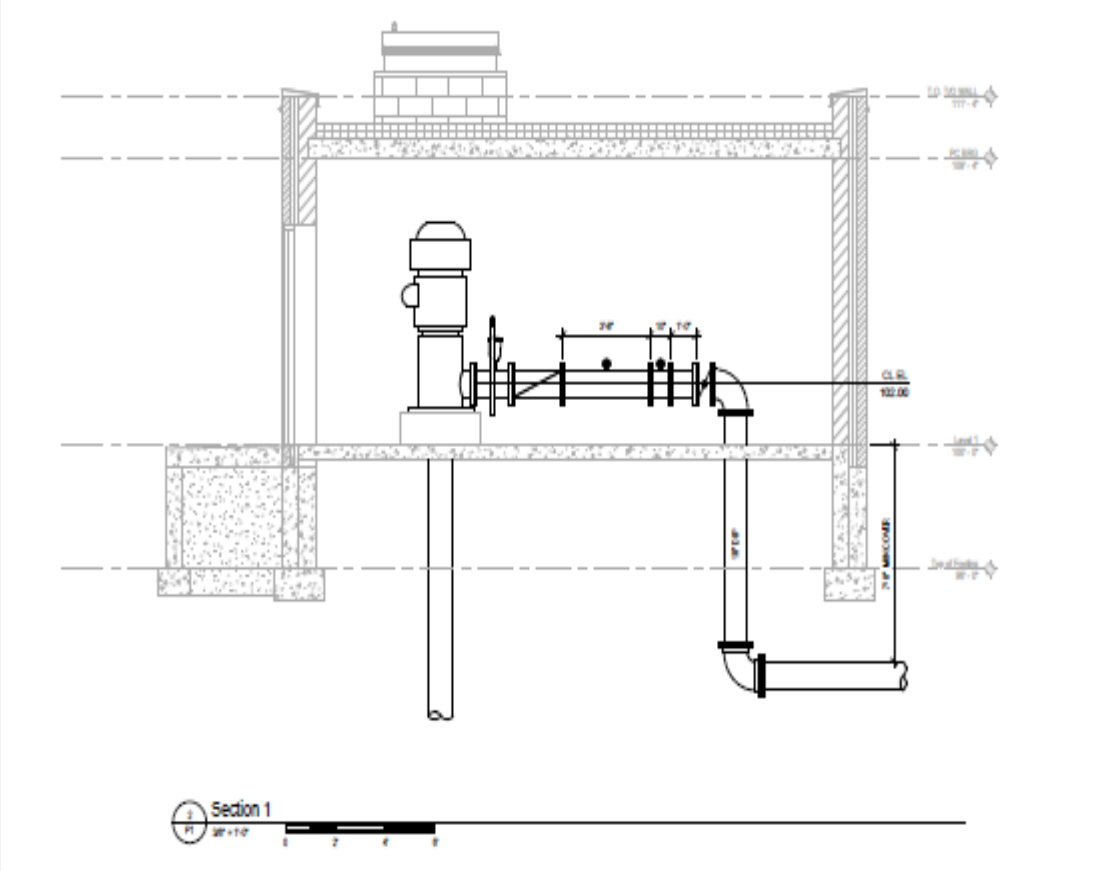
WELL HOUSE NO.5 REPLACEMENT

SCOPE OF IMPROVEMENTS



WELL HOUSE NO.5 REPLACEMENT

SCOPE OF IMPROVEMENTS



WELL HOUSE NO.5 REPLACEMENT

SCOPE OF IMPROVEMENTS

WELL HOUSE NO.5 REPLACEMENT

PROJECT COST AND FUNDING

Total Project Cost $635,000.00*

*Includes 10% Contingency & Engineering

Funding Sources:

Water Fund (601) $635,000.00 *100%*

Insurance Claim is Currently Under Review

WELL HOUSE NO.5 REPLACEMENT

PROJECT SCHEDULE

• Approve Plans & Specifications, Set Bid Date	August 24, 2021
• Bid Opening Date	September 21, 2021
• Award Contract	September 28, 2021
• Begin Construction	November 2021
• Substantial Completion	June 2022

WELL HOUSE NO.5 REPLACEMENT

RECOMMENDATION

- Approve Resolution 2021-172

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
7 MONTHS ENDING July 31, 2021
58.33%

GENERAL FUND

Revenues	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Taxes	$ 7,866,482	$ 8,825,835	$ 4,664,550	52.85%
Permit & Licenses	546,332	496,305	233,882	47.12%
Intergovernmental Revenue	8,883,181	7,168,662	4,620,993	64.46%
Charges for Services	1,464,405	1,295,426	463,169	35.75%
Fines & Forfeits	101,772	145,000	87,276	60.19%
Miscellaneous Revenue	817,406	143,020	104,118	72.80%
Other Sources	212,314	337,721	-	0.00%
Total	$ 19,891,891	$ 18,411,969	$ 10,173,989	55.26%
Expenditures				
Council	$ 255,369	$ 293,363	$ 161,500	55.05%
City Administration	271,495	287,665	155,801	54.16%
Elections	39,892	4,520	1,620	35.84%
Finance Administration	498,517	519,658	317,676	61.13%
Information Services	232,652	254,565	119,869	47.09%
Legal Services	220,153	324,700	147,012	45.28%
Personnel Administration	256,911	242,376	141,851	58.53%
Planning & Zoning	414,668	445,410	237,777	53.38%
City Hall Maintenance	175,778	190,649	100,929	52.94%
Police Administration	976,578	1,011,409	617,981	61.10%
Criminal Investigation	954,681	991,054	551,307	55.63%
Uniform Patrol	3,117,858	3,280,352	1,822,924	55.57%
Police Records	440,267	465,161	258,923	55.66%
Fire Administration	253,562	301,364	151,424	50.25%
Fire Supression	1,328,880	1,396,577	729,149	52.21%
Code Enforcement -Inspection	504,371	554,068	270,341	48.79%
Emergency Management	3,205	5,550	2,852	51.38%
Community Services	238,304	327,499	142,566	43.53%
Public Works Administration	108,902	113,191	59,074	52.19%
Street Maintenance Projects	1,413,086	1,454,542	768,685	52.85%
Ice & Snow Removal	104,759	121,000	104,537	86.39%
Equipment Maintenance	287,681	293,395	174,264	59.40%
Street Lighting	299,276	280,500	115,841	41.30%
Traffic Signs & Signals	47,063	52,100	20,946	40.20%
Engineering	559,407	572,756	321,053	56.05%
Community Center Administration	601,949	703,466	366,508	52.10%
Community Center Building	411,469	522,488	249,145	47.68%
Aquatic Center	61,123	297,649	189,681	63.73%
Washington Center	35,255	59,254	21,215	35.80%
Soccer Complex	26,738	34,418	19,898	57.81%
Adult Programs	97,857	147,864	63,892	43.21%
Youth Programs	45,363	127,568	87,020	68.21%
Parks	1,043,535	1,090,333	571,707	52.43%
Library	1,239,298	1,175,864	642,914	54.68%
Miscellaneous Unallocated	976,292	504,939	357,233	70.75%
Mass Transit	-	10,000	-	0.00%
Total	$ 17,542,197	$ 18,457,267	$ 10,065,111	54.53%
	2,349,695	(45,298)	108,878	
* transfer to capital funds	(530,723)			
YTD Fund Balance Increase (Decrease)	1,818,971			

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
7 MONTHS ENDING July 31, 2021
58.33%

WATER FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	$ 3,529,388	$ 3,656,925	$ 2,210,389	60.44%
Miscellaneous Revenue	848,583	51,700	17,614	34.07%
Other Sources	3,000	-	2,125	
Total	$ 4,380,971	$ 3,708,625	$ 2,230,128	60.13%
Expenses				
Personnel Services	$ 525,031	$ 597,379	$ 318,694	53.35%
Supplies	348,831	349,460	178,813	51.17%
Other Services & Charges	1,300,025	766,507	423,370	55.23%
Capital Outlay	-	7,349,687	617,118	8.40%
Debt Service	54,306	563,043	37,530	6.67%
Other Uses	104,076	90,000	52,500	58.33%
Total	$ 2,332,269	$ 9,716,076	$ 1,628,026	16.76%
YTD Fund Balance Increase (Decrease)	2,048,702	(6,007,451)	602,102	
Depreciation		(1,100,000)	(641,667)	
YTD Fund Balance Increase (Decrease) with depreciation	2,048,702		(39,564)	

SEWER FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	$ 6,509,217	$ 5,635,000	$ 3,748,703	66.53%
Miscellaneous Revenue	461,671	77,000	54,620	70.94%
Other Sources	64,680	-	-	0.00%
Total	$ 7,035,568	$ 5,712,000	$ 3,803,323	66.58%
Expenses				
Sewer Collection				
Personnel Services	$ 484,869	$ 503,219	$ 281,945	56.03%
Supplies	72,841	97,037	25,694	26.48%
Other Services & Charges	770,271	298,174	109,777	36.82%
Capital Outlay	-	1,539,654	104,470	6.79%
Other Uses	105,000	55,838	61,250	109.69%
Water Reclamation Plant				
Personnel Services	948,345	944,529	545,569	57.76%
Supplies	436,193	371,050	273,173	73.62%
Other Services & Charges	2,108,825	999,309	539,473	53.98%
Capital Outlay	-	2,165,000	945,816	43.69%
Debt Service	322,580	1,497,603	151,802	10.14%
Other Uses	105,000	105,000	61,250	58.33%
Total	$ 5,353,923	$ 8,576,413	$ 3,100,219	36.15%
YTD Fund Balance Increase (Decrease)	1,681,644	(2,864,413)	703,104	
Depreciation		(1,905,000)	(1,111,250)	
YTD Fund Balance Increase (Decrease) with depreciation	1,681,644		(408,146)	

STORM WATER FUND

	Preliminary FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	$ 990,687	$ 1,120,643	$ 656,475	58.58%
Miscellaneous Revenue	116,985	22,500	2,463	10.95%
Intergovernmental	4,000	-	-	
Total	$ 1,111,672	$ 1,143,143	$ 658,938	57.64%
Expenses				
Personnel Services	$ 196,022	$ 234,495	$ 127,603	54.42%
Supplies	41,472	36,600	13,518	36.94%
Other Services & Charges	444,188	163,765	64,886	39.62%
Capital Outlay	-	1,491,181	-	0.00%
Other Uses	20,040	-	-	
Total	$ 701,721	$ 1,926,041	$ 206,007	10.70%
YTD Fund Balance Increase (Decrease)	409,951	(782,898)	452,931	
Depreciation		(400,000)	(233,333)	
YTD Fund Balance Increase (Decrease) with depreciation	409,951		219,598	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
7 MONTHS ENDING July 31, 2021
58.33%

CASH AND INVESTMENTS

101	General Fund	10,796,740			Average interest Rate
	Fire Insurance Escrow	78,255	Wells Fargo	152,391	0.01%
210	Charitable Gambling Board	67,390	4M Fund	3,617,749	0.02%
211	City Rental Property Mgmt	79,893	State Bank of Faribault	5,837,140	0.30%
215	Public Safety Programs	80,244	Citizens Community Federal	7,510,679	0.30%
225	Airport	489,629	RBC	30,077,553	1.96%
240	Community Development	557,290	UBS Financial	2,217,865	2.83%
	EDA Future Project	464,805		$ 49,413,378	
241	Public Housing	139,587			
	Security Deposits Escrow	16,662			
243	Industrial Development Loan	245,295			
244	Rental Housing Rehabilitation	188,901	Petty cash (on hand)	2,185	
245	Revolving Loans	-	Escrow Accounts	111,006	0.30%
247	SCDP Revolving Loans	326,617		$ 113,191	
248	Federal MIF Loans	626,024			
249	Minnesota Investment Fund	14,068			
254	CRV Rehabilitation Program	57,128			
263-272	TIF Districts	105,130			
280	Faribault HRA	874,969	TOTAL CASH	$ 49,526,570	
290	Economic Development Authority	487,068			
292	EDA Revolving Fund	380,569			
344-348	Debt Service Funds	2,482,798			
360	Equipment Certificates	254,358			
401	Street Improvement Projects	3,187,339			
404	Park Land Dedication	496,186			
431	Capital Replacement Fund	2,183,538			
437	Public Facility Projects	1,899,410			
469	2018 Construction Projects	1,111,356			
470	TH60 Reconstruct (2019)	(807,762)			
472	30th St NW & TH3	(27,589)			
473	2020 Construction Projects	(290,874)			
474	2021 Construction Projects	(239,779)			
601	Water Fund	7,107,604			
602	Sewer Fund	11,872,189			
603	Storm Water Fund	2,794,095			
704	Worker's Compensation	251,340			
705	Property Liability Reserve	127,806			
873	Roberds Lake Sewer District	10,413			
897	Elderly Housing Corporation	461,676			
898	Robinwood Manor	560,114			
	Escrow Account	16,089			
	Total	$ 49,526,570			