



Meeting Location:  
Farmington City Hall, Council  
Chambers  
430 Third Street  
Farmington, MN 55024

**CITY COUNCIL REGULAR MEETING AGENDA**

Monday, November 18, 2024  
7:00 PM

Page

- 1. CALL TO ORDER 7:00 P.M.
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVE AGENDA
- 5. ANNOUNCEMENTS / COMMENDATIONS
- 6. CITIZENS COMMENTS / RESPONSES TO COMMENTS  
(This time is reserved for citizen comments regarding non-agenda items. No official action can be taken on these items. Speakers are limited to five minutes to address the city council during citizen comment time.)
- 7. CONSENT AGENDA

Approve Non-Waiver of Statutory Tort Liability Limits	4 - 6
<a href="#">Agenda Item: Approve Non-Waiver of Statutory Tort Liability Limits - Pdf</a>	
Partial Waiver of Special Assessment Associated with the Yellow Tree Multifamily Housing Development	7 - 32
<a href="#">Agenda Item: Partial Waiver of Special Assessment Associated with the Yellow Tree Multifamily Housing Development - Pdf</a>	
FY2023 Community Project Funding Grant	33 - 34
<a href="#">Agenda Item: FY2023 Community Project Funding Grant - Pdf</a>	
Declaring Items as Surplus and Authorizing Disposal (Parks and Recreation)	35 - 36
<a href="#">Agenda Item: Declaring Items as Surplus and Authorizing Disposal (Parks and Recreation) - Pdf</a>	
Resolution Supporting the Adoption of the Dakota County 2025-2029 Capital Improvement Program	37 - 39
<a href="#">Agenda Item: Resolution Supporting the Adoption of the Dakota County</a>	

[2025-2029 Capital Improvement Program - Pdf](#)

Payment of Claims 40 - 41

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Staffing Amendment for ALF's Professional Service Agreement 42 - 56

[Agenda Item: Staffing Amendment for ALF's Professional Service Agreement - Pdf](#)

Fire Department Job Descriptions 57 - 74

[Agenda Item: Fire Department Job Descriptions - Pdf](#)

Staff Recommendations 75

[Agenda Item: Staff Recommendations - Pdf](#)

8. PUBLIC HEARINGS

Petition to Vacate a Drainage and Utility Easement over PID: 14-82500-00-040 (Outlot D, Vermillion Grove) - CONTINUE TO DECEMBER 76 - 77

Continue the public hearing to the December 16th Regular City Council meeting.

[Agenda Item: Petition to Vacate a Drainage and Utility Easement over PID: 14-82500-00-040 \(Outlot D, Vermillion Grove\) - CONTINUE TO DECEMBER - Pdf](#)

9. AWARD OF CONTRACT

10. PETITIONS, REQUESTS AND COMMUNICATIONS

Final Plat and Final Planned Unit Development - Farmington Technology Park 78 - 113

By separate actions approve the following:

- Adopt Resolution 2024-109 approving and authorizing the signing of the Farmington Technology Park, contingent on the following:
  1. A Development Contract between the developer and City of Farmington shall be executed and security and fees paid. Submission of all other documents required under the Development Contract shall be required.
- Adopt Ordinance 2024-12 approving the final PUD and establishing PUD-1 - Farmington Technology Park.

[Agenda Item: Final Plat and Final Planned Unit Development - Farmington Technology Park - Pdf](#)

11. UNFINISHED BUSINESS

## 12. NEW BUSINESS

Accept Bids and Award a Contract for the Rambling River Center Project

114 - 149

Staff recommends acceptance of the bids and award of a contract for the Rambling River Center Project to CM Construction Company, Inc. of Burnsville in the amount of \$2,021,126. Adopt Resolution 2024-108 approving the following:

- AIA 101-2017
- AIA 101-2017 Exhibit A (Insurance)
- Supplementary Conditions
- Purchasing Agent Agreement
- Change orders for a total of \$100,000 with a maximum amount of \$50,000 allowed for any single change order increase without prior city council approval
- Allow staff to execute these and other relevant documents

[Agenda Item: Accept Bids and Award a Contract for the Rambling River Center Project - Pdf](#)

## 13. CITY COUNCIL ROUNDTABLE

## 14. ADJOURN

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Kim Sommerland, Finance Director  
**Department:** Finance  
**Subject:** Approve Non-Waiver of Statutory Tort Liability Limits  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

Cities that obtain liability coverage from the League of Minnesota Cities Insurance Trust (LMCIT) must decide whether to waive the statutory tort liability limits based on the coverage purchased. This decision must be made by the member's governing body annually.

### DISCUSSION:

Each year, during the annual insurance renewal process, the City must evaluate whether to increase its liability coverage. If the City elects to not waive the limits set by the State, individual claimants can recover no more than \$500,000 for claims subject to statutory tort limits. For any single occurrence under these limits, the total recovery for all claimants would be capped at \$1.5 million.

Should the City choose to waive these statutory limits, it would need to purchase excess liability insurance. This would allow a claimant to potentially recover up to \$2 million for a single occurrence, or even more depending on the amount of excess insurance purchased.

Staff recommends that the City maintain the statutory limits, thereby capping individual claimant recoveries at \$500,000.

### BUDGET IMPACT:

Not applicable.

### ACTION REQUESTED:

Council is requested to consider adoption of Resolution 2024-100, Approving Non-Waiver of Statutory Tort Liability Limits.

### ATTACHMENTS:

[Resolution 2024-100 Approving Non-Waiver of Statutory Tort Liability Limits Liability-Coverage-Waiver-Form](#)

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 2024-100**

**A RESOLUTION APPROVING NON-WAIVER OF  
STATUTORY TORT LIABILITY LIMITS**

**WHEREAS**, the City of Farmington (“City”) is renewing the Property and Liability Insurance coverage with the League of Minnesota Cities Insurance Trust; and

**WHEREAS**, the City’s Municipal Tort Liability is covered under Minnesota Statute 466.04, which limits the amount that the City would be obligated to pay out in the event of a claim under which the limit would apply; and

**WHEREAS**, the City must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Farmington does not waive the monetary limits on Municipal Tort Liability established by Minnesota Statutes 466.04, for coverage year 2025.

Adopted by the City Council of the City of Farmington, Minnesota, this 18th day of November 2024.

ATTEST:

\_\_\_\_\_  
Joshua Hoyt, Mayor

\_\_\_\_\_  
Shirley R Buecksler, City Clerk



## LIABILITY COVERAGE WAIVER FORM

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

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

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

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

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LMCIT Member Name: \_\_\_\_\_

*Check one:*

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

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Deanna Kuennen, Community & Economic Development Director  
**Department:** Community Development  
**Subject:** Partial Waiver of Special Assessment Associated with the Yellow Tree Multifamily Housing Development  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

As part of the overall incentives package with Farmington Dushane Apartments LLC (Yellow Tree - the Developer) to support their 168-unit multifamily housing development on the former Hy-Vee land, the City Council agreed to waive a prorated amount of the existing Special Assessment tied to the land. The Special Assessment being waived was originally tied to the entire 15-acre parcel. Using land/acreage percentages - the total Special Assessment is planned to be reapportioned between the land acquired by the developer (Lot 1, Block 1, Vermillion River Crossings Third Addition - which represents 21.75-percent of the original property) and what is left of the original parcel (Lot 1, Block 2, Vermillion River Crossings Third Addition), with only the Special Assessment on the subject property acquired by the Developer being waived.

The steps necessary to reapportion and then waive the Special Assessments could not be completed until after the land was sold, closed, and the lot split recorded by Dakota County. Those steps have been finalized. The Council is now asked to consider approval of the following to finalize the waiver of the Special Assessment as intended:

- Release of Business Subsidy Agreement dated September 19, 2016
- Resolution Approving Reapportionment
- Resolution Approving Assessment Agreement

### DISCUSSION:

The City of Farmington has been working with Yellow Tree / Farmington Duchene Apartments LLC (Developer) since December 2023. Through months of discussion and evolution of design - the final project was ultimately approved to include 168-units of market rate apartments, amenities, the elimination of the square-footage, tax abatement, and the waiver of existing Special Assessments. All steps have been completed with the exception of the actions associated with the Special Assessment. The reapportionment of the Special Assessment could not be completed until after the property was sold, closed, and the lot split recorded at Dakota County. Those steps have been finalized. The Council is now asked to consider the following:

- **Approve the Release of a Pre-Existing Business Subsidy Policy on Lot 1, Block 1,**

**Vermillion River Crossings Third Addition.** A Business Subsidy Agreement dated September 19, 2016, and filed on October 19, 2016, was recorded against the property. The terms of this agreement do not apply to the new property owner and their intended development. The owner has asked for the property to be released from the Business Subsidy Agreement.

- **Approve Resolution 2024-102 Approving the Reapportionment of Assessments.** The city previously assessed Outlot C, Vermillion River Crossings on August 16, 2021, via Resolution R43-21. As of January 1, 2025, the assessments on the original property will total \$1,590,088.41. The reapportionment action divides the assessments between the new parcel (Lot 1, Block 1, Vermillion River Crossings, Third Addition) and what is left of the original parcel as follows:
  - New/Subject Property - 21.75% of Original Property - \$345,414.07
  - Original Property - \$1,244,674.34
  - TOTAL - \$1,590,088.41
  
- **Approve Resolution 2024-103 Approving the Assessment Agreement.** The Assessment Agreement articulates that the new parcel (Lot 1, Block 1, Vermillion River Crossings Third Addition) is subject to the \$345,413.62 assessment as of January 1, 2025, and an additional \$20,320.09 that was paid at closing representing a prorated share of the 2024 assessment. The Assessment Agreement further describes that:
  - The 2024 prorated assessment amount will be paid to the owner (\$20,320.09).
  - The City Council will levy a total assessment onto the new property in the amount of \$365,733.71 (the \$20,320.09 2024 prorated assessment and the reapportioned assessment of \$345,414.07)
  - The total assessment on Lot 1, Block 1, Vermillion River Crossings Third Addition will be deferred until November 30, 2026 at which time the deferred assessment will become payable unless the project (168-unit multifamily housing development) is substantially complete. If the project is substantially complete by that date, then the assessment will be abated from the property in its entirety.

The documents and resolutions have been drafted by the City Attorney and reviewed and agreed upon by the necessary parties. This series of actions will allow the special assessment to be deferred on the new parcel, will preserve the bulk of the special assessment and payment required on the original parcel, and builds in protections so if the developer does not substantially complete the 168-unit multifamily housing development by a date certain - the deferred assessment will become due and payable.

**BUDGET IMPACT:**

Not applicable

**ACTION REQUESTED:**

1. Authorize the Release of Business Subsidy Agreement
2. Approve Resolution 2024-102 Approving the Reapportionment of Assessments
3. Approve Resolution 2024-103 Approving the Assessment Agreement

**ATTACHMENTS:**

[Release of Business Subsidy Agrmt with Attachments](#)

[RES 2024-102 APPROVING REAPPORTIONMENT](#)

[RES 2024-103 APPROVING ASSESSMENT AGREEMENT with Attachment](#)

*(reserved for recording information)*

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**RELEASE OF  
BUSINESS SUBSIDY AGREEMENT**

This Release of Business Subsidy Agreement (this “Release”) is made and entered into by, between and among, the **CITY OF FARMINGTON**, a Minnesota municipal corporation (“City”) and **FARMINGTON DUSHANE APARTMENTS LLC**, a Colorado limited liability company (“Owner”). The following statements are made a material part of this Agreement.

**WHEREAS**, Owner has purchased the real property described on Exhibit A attached hereto (“Property”);

**WHEREAS**, the Property is subject to that certain Business Subsidy Agreement dated September 19, 2016, filed October 19, 2016, as Document No. 3156617 (the “Business Subsidy Agreement”).

**WHEREAS**, the Owner desires that the City release the Property, the Owner and any future owners of the Property, from the Business Subsidy Agreement;

**WHEREAS**, the City is willing to provide the requested release contingent upon the execution of the Assessment Agreement attached hereto as Exhibit B between the City and Owner.

**NOW THEREFORE**, the parties agree as follows:

1. The Property is hereby released and discharged from the Business Subsidy Agreement.
2. The Mayor and Clerk are authorized to execute and record this Release which shall be of no force and effect until the City has received an executed copy of the Assessment Agreement, attached hereto as Exhibit B.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

*[Remainder of the page is intentionally left blank.  
Signature page is to follow.]*





**EXHIBIT A**

Lot 1, Block 1, Vermillion River Crossings Third Addition, Dakota County, Minnesota.

Abstract Property

**EXHIBIT B**

## **ASSESSMENT AGREEMENT**

**AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF FARMINGTON**, a Minnesota municipal corporation (“City”) and **FARMINGTON DUSHANE APARTMENTS LLC**, a Colorado limited liability company (“Owner”).

**WHEREAS**, the Property is legally described on Exhibit “A” attached hereto;

**WHEREAS**, the Property is subject to a \$345,414.07 assessment;

**WHEREAS**, the Property is the future site of a 168-unit housing development (“Project”) that would not proceed unless the reapportioned assessments were deferred with the possibility of being waived;

**WHEREAS**, the Owner, at the time of closing on the Property, paid \$20,320.09 to pay for the Property’s prorated share of the 2024 assessments owed on a larger pre-existing parcel;

**WHEREAS**, the City believes that the development and construction of the Project, and fulfillment of this Agreement are in the best interests of the City and will result in preservation and enhancement of the tax base, provide housing opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws;

**WHEREAS**, financial assistance for housing is not a business subsidy, this Agreement does not constitute a business subsidy, as set forth in Minn. Stat. §116J.993 subd. 3(7); and

**WHEREAS**, the Owner desires to execute an Assessment Agreement stating that the reapportionment is occurring, the Owner is waiving appeal the assessment, and the assessment will be deferred.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **REAPPORTIONED AMOUNTS.** The Property is currently subject to an assessment of Three Hundred Forty-Five Thousand Four Hundred Fourteen and 7/100 Dollars (\$345,414.07).
2. **2024 PRO RATED AMOUNTS.** The City shall pay Owner \$20,320.09 after the execution of this Agreement. The Parties agree that this amount will be added to the Reapportioned Amount to create the total special assessment amount.
3. **SPECIAL ASSESSMENT.** The City Council hereby assesses the additional \$20,320.09 assessment to the Property set forth herein, which assessment shall be levied by the City and will bring the total amount of the assessment to Three Hundred Sixty-Five Thousand Seven Hundred Thirty-Four and 16/100 Dollars (\$365,734.16) (the “Total Assessment”).

4. **DEFERRAL OF ASSESSMENT.** The Total Assessment shall be deferred until November 30, 2026 at which time the deferred assessment shall become payable in equal annual installments extending over a 12-year period. The assessment shall also include interest of five and seven tenths percent (5.7%) per year on the unpaid balance accruing from January 1, 2025 through December 31, 2038.
5. **ABATMENT OF ASSESSMENT.** The Total Assessment and all interest thereon will be abated from the Property in its entirety if the Project is substantially completed by November 30, 2026.
6. **WAIVER.** Owner, their successors, and assigns, waive any and all procedural and substantive objections to the Total Assessment, including but not limited to hearing requirements and any claim that the Total Assessment exceeds the benefit to the Property. Owner waives any appeal rights otherwise available pursuant to Minn. Stat. ch. 429 and in particular Minn. Stat. § 429.081.
7. **RELEASE.** Owner, their successors and assigns, hereby unconditionally release and forever discharge the City, its elected officials, employees, agents, and insurers from any and all claims and causes of action of whatever kind or nature that is in any way connected with or related to this apportionment of the existing assessment.
8. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon Owner and their successors and assigns. This Agreement shall run with the land and may be recorded against the title to the Property.

[Signature Pages Follow]

**CITY OF FARMINGTON**

By: \_\_\_\_\_  
Joshua Hoyt, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Buecksler, City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Joshua Hoyt**, the Mayor of the City of Farmington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Shirley Buecksler**, the City Clerk of the City of Farmington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

**OWNER:**

**FARMINGTON DUSHANE APARTMENTS  
LLC, a Colorado limited liability company**

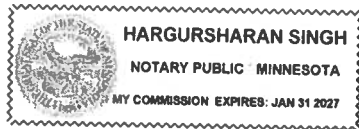
By: Apartments Farmington, LLC, a  
Minnesota limited liability company  
Its: Manager



By: Vishal Dutt  
Its Manager

STATE OF MINNESOTA )  
                                  )ss.  
COUNTY OF Min Ramsey

The foregoing instrument was acknowledged before me this 07<sup>th</sup> day of NOVEMBER, 2024 by Vishal Dutt, as the Manager of Apartments Farmington, LLC, a Minnesota limited liability company, as the Manager of **Farmington Dushane Apartments LLC**, a Colorado limited liability company, on behalf of said Colorado limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON,  
*Professional Association*  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, Minnesota 55121  
Telephone: (651) 452-5000  
LCMK/mkl

**EXHIBIT "A"**

Current legal description:

Lot 1 Block 1, Vermillion River Crossings Third Addition, Dakota County, Minnesota.

Abstract Property

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 2024-102**

**RESOLUTION APPROVING THE  
REAPPORTIONMENT OF ASSESSMENTS**

**WHEREAS**, the City previously assessed the property legally described as:

Outlot C, Vermillion River Crossings, Dakota County, Minnesota, according to the recorded plat thereof, except that portion of Outlot C replatted as part of Vermillion River Crossings Second Addition.

(“Original Property”) on August 16, 2021 by Resolution R43-21 (“Original Assessment”);

**WHEREAS**, as of January 1, 2025 the assessments on the Original Property will total \$1,590,088.41;

**WHEREAS**, the portion of the Original Property legally described in Exhibit A as Parcel 1 (“Parcel 1”) together with additional property was platted as Lot 1, Block 1, Vermillion River Crossings Third Addition, Dakota County, Minnesota (“Subject Property”);

**WHEREAS**, the remaining portion of the Original Property subject to the Original Assessment is legally described in Exhibit B (“Remainder Parcel”);

**WHEREAS**, Parcel 1 of the Subject Property represents slightly under 21.75% of the Original Property;

**WHEREAS**, Minnesota Statutes § 429.071, Subd. 3, provides that when a tract of land against which a special assessment has been levied is thereafter divided or subdivided by plat or otherwise, the City Council may, on its own motion equitably apportion among the various lots or parcels all the installments of the assessment if it determines that such apportionment will not materially impair collection of the unpaid balance of the original assessment against the tract; and

**WHEREAS**, the City Council has evaluated the requested apportionment and determined that the action will not materially impair collection of the original assessment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Farmington, Minnesota, that:

1. The City Council hereby apportions the assessments as follows:

Remainder Parcel \$1,244,674.34  
Subject Property \$345,414.07

2. The Developer may, at any time prior to certification of the apportionment to the County Auditor, pay the whole of the assessments, with interest accrued to the date of payment.
3. The City Clerk shall forthwith transmit a certified duplicate of this apportionment of assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

**APPROVED AND ADOPTED** this 18th day of November 2024, by the City Council of the Farmington, Minnesota.

**CITY OF FARMINGTON**

By: \_\_\_\_\_  
Joshua Hoyt, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Buecksler, City Clerk

**EXHIBIT A**

Current legal description:

Lot 1, Block 1, Vermillion River Crossings Third Addition, Dakota County, Minnesota.

Dakota County, Minnesota  
Abstract Property

Prior legal description:

Parcel 1:

That part of OUTLOT C, VERMILLION RIVER CROSSINGS, according to the recorded plat thereof, Dakota County, Minnesota, which lies southerly and easterly of the following described line:

Commencing at the northeast corner of said OUTLOT C; thence on an assumed bearing of South, along the east line of said OUTLOT C for 402.76 feet to the point of beginning of the line to be described; thence West for 320.00 feet; thence South for 540.07 feet to the south line of said OUTLOT C and said line there terminating.

Dakota County, Minnesota  
Abstract Property

Parcel 2:

A portion of Outlot J, Vermillion River Crossings, Dakota County, Minnesota.

Dakota County, Minnesota  
Abstract Property

## **EXHIBIT B**

### **Legal Description of Remainder Parcel**

Outlot C, Vermillion River Crossings, Dakota County, Minnesota, Except that part of Outlot C platted as Vermillion River Crossings Second Addition described as follows:

Beginning at the Northeast corner of said Outlot C; thence on an assumed bearing of South, along the East line of said Outlot C, a distance of 383.37 feet to the Southwest corner of Outlot G, said Vermillion River Crossings; thence West, a distance of 15.00 feet; thence North, a distance of 298.87 feet; thence North 45 degrees 00 minutes 00 seconds West, a distance of 105.51 feet; thence North, a distance of 9.90 feet, to the North line of said Outlot C; thence East, along said North line, a distance of 89.61 feet to the point of beginning;

And except that portion platted as Lot 1, Block 1, Vermillion River Crossings Third Addition.

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 2024-103**

**RESOLUTION APPROVING THE  
ASSESSMENT AGREEMENT**

**WHEREAS**, Farmington Dushane Apartments LLC, a Colorado limited liability company (“Owner”) is the fee owner of property located in the City of Farmington legally described as:

Lot 1 Block 1, Vermillion River Crossings Third Addition, Dakota County, Minnesota.

(“Property”)

**WHEREAS**, Owner has requested an Assessment Agreement and staff recommends approval;

**WHEREAS**, the City has received the attached signed Assessment Agreement, attached hereto as Exhibit A, (“Assessment Agreement”) that includes deferral of the assessment and inclusion of an additional assessment amount and waiving all applicable assessment procedural requirements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Farmington, Minnesota, that:

1. The Assessment Agreement attached hereto as Exhibit A is hereby approved.
2. The additional assessment of \$20,320.09 allocated, adopted and made payable pursuant to the terms of the Assessment Agreement is hereby approved.
3. The Mayor and City Clerk are hereby authorized to sign the Assessment Agreement.
4. The City Clerk shall forthwith transmit a certified duplicate of the additional assessment referenced above to the County Auditor to be extended on the property tax lists of the County. Such additional assessment shall be collected and paid over in the same manner as other municipal taxes, subject to the terms of the Assessment Agreement.

**APPROVED AND ADOPTED** this 18th day of November, 2024, by the City Council of the Farmington, Minnesota.

**CITY OF FARMINGTON**

By: \_\_\_\_\_  
Joshua Hoyt, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Buecksler, City Clerk

**EXHIBIT A**

## **ASSESSMENT AGREEMENT**

**AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF FARMINGTON**, a Minnesota municipal corporation (“City”) and **FARMINGTON DUSHANE APARTMENTS LLC**, a Colorado limited liability company (“Owner”).

**WHEREAS**, the Property is legally described on Exhibit “A” attached hereto;

**WHEREAS**, the Property is subject to a \$345,414.07 assessment;

**WHEREAS**, the Property is the future site of a 168-unit housing development (“Project”) that would not proceed unless the reapportioned assessments were deferred with the possibility of being waived;

**WHEREAS**, the Owner, at the time of closing on the Property, paid \$20,320.09 to pay for the Property’s prorated share of the 2024 assessments owed on a larger pre-existing parcel;

**WHEREAS**, the City believes that the development and construction of the Project, and fulfillment of this Agreement are in the best interests of the City and will result in preservation and enhancement of the tax base, provide housing opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws;

**WHEREAS**, financial assistance for housing is not a business subsidy, this Agreement does not constitute a business subsidy, as set forth in Minn. Stat. §116J.993 subd. 3(7); and

**WHEREAS**, the Owner desires to execute an Assessment Agreement stating that the reapportionment is occurring, the Owner is waiving appeal the assessment, and the assessment will be deferred.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **REAPPORTIONED AMOUNTS.** The Property is currently subject to an assessment of Three Hundred Forty-Five Thousand Four Hundred Fourteen and 7/100 Dollars (\$345,414.07).
2. **2024 PRO RATED AMOUNTS.** The City shall pay Owner \$20,320.09 after the execution of this Agreement. The Parties agree that this amount will be added to the Reapportioned Amount to create the total special assessment amount.
3. **SPECIAL ASSESSMENT.** The City Council hereby assesses the additional \$20,320.09 assessment to the Property set forth herein, which assessment shall be levied by the City and will bring the total amount of the assessment to Three Hundred Sixty-Five Thousand Seven Hundred Thirty-Four and 16/100 Dollars (\$365,734.16) (the “Total Assessment”).

4. DEFERRAL OF ASSESSMENT. The Total Assessment shall be deferred until November 30, 2026 at which time the deferred assessment shall become payable in equal annual installments extending over a 12-year period. The assessment shall also include interest of five and seven tenths percent (5.7%) per year on the unpaid balance accruing from January 1, 2025 through December 31, 2038.
5. ABATMENT OF ASSESSMENT. The Total Assessment and all interest thereon will be abated from the Property in its entirety if the Project is substantially completed by November 30, 2026.
6. WAIVER. Owner, their successors, and assigns, waive any and all procedural and substantive objections to the Total Assessment, including but not limited to hearing requirements and any claim that the Total Assessment exceeds the benefit to the Property. Owner waives any appeal rights otherwise available pursuant to Minn. Stat. ch. 429 and in particular Minn. Stat. § 429.081.
7. RELEASE. Owner, their successors and assigns, hereby unconditionally release and forever discharge the City, its elected officials, employees, agents, and insurers from any and all claims and causes of action of whatever kind or nature that is in any way connected with or related to this apportionment of the existing assessment.
8. BINDING EFFECT; RECORDING. This Agreement shall be binding upon Owner and their successors and assigns. This Agreement shall run with the land and may be recorded against the title to the Property.

[Signature Pages Follow]

**CITY OF FARMINGTON**

By: \_\_\_\_\_  
Joshua Hoyt, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Buecksler, City Clerk

STATE OF MINNESOTA   )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Joshua Hoyt**, the Mayor of the City of Farmington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MINNESOTA   )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Shirley Buecksler**, the City Clerk of the City of Farmington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

**OWNER:**

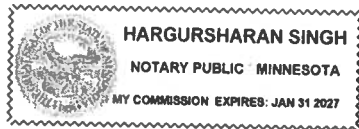
**FARMINGTON DUSHANE APARTMENTS  
LLC, a Colorado limited liability company**

By: Apartments Farmington, LLC, a  
Minnesota limited liability company  
Its: Manager

By: Vishal Dutt  
Its Manager

STATE OF MINNESOTA )  
                                  )ss.  
COUNTY OF Min Ramsey

The foregoing instrument was acknowledged before me this 07<sup>th</sup> day of NOVEMBER, 2024 by Vishal Dutt, as the Manager of Apartments Farmington, LLC, a Minnesota limited liability company, as the Manager of **Farmington Dushane Apartments LLC**, a Colorado limited liability company, on behalf of said Colorado limited liability company.



NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON,  
*Professional Association*  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, Minnesota 55121  
Telephone: (651) 452-5000  
LCMK/mkl

**EXHIBIT "A"**

Current legal description:

Lot 1 Block 1, Vermillion River Crossings Third Addition, Dakota County, Minnesota.

Abstract Property

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Kellee Omlid, Parks & Recreation Director  
**Department:** Parks & Recreation  
**Subject:** FY2023 Community Project Funding Grant  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

The City of Farmington (city) applied for a FY 2023 Community Project Funding (CPF) grant for the Rambling River Center (RRC) and Exterior Plaza in spring 2022. Staff learned in January 2023 the city was awarded a CPF grant in the amount of \$750,000 for the project.

### DISCUSSION:

Grantees are required to submit the Grant Agreement signed and dated by the Authorized Representative with the project narrative and budget. When the grant was submitted it was based on the 2018 Rambling River Center Plaza design and cost estimates. Inflation and project escalation have occurred, and the overall reliability of the cost information developed in the plaza design has diminished. In addition, the grant was submitted for far more funds than received.

Beginning in 2020, one of the RRC advisory board's work plan goals for the year was to create a facility master plan for the RRC for future building configuration, improvements, and programming opportunities. Due to budget constraints related to Covid-19, the master plan was deferred until the 2022 requested budget was submitted. In 2022, \$5,000 was included and approved in the general fund to hire a consultant to develop the master plan. However, the facility master plan was put on hold to wait to hear if the RRC would be awarded a CPF grant. This master plan would be used as the long-term vision and for future building improvements that couldn't be accomplished with CPF, but with RRC fundraising monies.

Thus, in fall 2023, the city hired JLG Architects to develop a facility master plan for the RRC to evaluate the layout and flow of the building and provide recommendations to better utilize the space. The facility master plan included construction estimates and a potential phasing plan. This plan was approved by city council in January 2024. Through subsequent discussions it was decided to complete all the renovation work and Kraus-Anderson's facility condition assessment items as a single-phase project. JLG Architects was hired for schematic design through construction phase for the project. Design started in May and was completed in early October. Based on the plans and specifications and final project cost estimate, the grant details including the projective narrative and budget were submitted to the U.S. Department of Housing and Urban Development (HUD) for review and approval.

### BUDGET IMPACT:

The CPF grant will provide a total of \$750,000 in reimbursable funding for the Rambling River Center and Exterior Plaza project. In addition to the grant, the project will be funded through tax abatement bonds and a donation from Minnwest Bank.

**ACTION REQUESTED:**

Accept the FY2023 CPF grant for the Rambling River Center and Exterior Plaza.

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Kellee Omlid, Parks & Recreation Director  
**Department:** Parks & Recreation  
**Subject:** Declaring Items as Surplus and Authorizing Disposal (Parks and Recreation)  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

The Parks and Recreation Department is requesting the authorization to dispose of two (2) used stainless steel sinks and five (5) stainless steel kitchen prep tables.

### DISCUSSION:

As part of the Rambling River Center renovation project, new sinks, cabinets, and counters will be purchased and installed. Thus, there is no need to keep the old sinks and prep tables.

Rather than disposing of the sinks and prep tables, the city has an opportunity to sell these surplus items through MinnBid, which provides services to various government agencies allowing them to sell surplus items through an online public auction.

### BUDGET IMPACT:

The proceeds from the sale will be deposited into the Rambling River Center Capital Improvement Fund.

### ACTION REQUESTED:

Adopt Resolution 2024-107 declaring items as surplus and authorizing disposal.

### ATTACHMENTS:

[2024-107 Declaring Items as Surplus and Authorizing Disposal](#)

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2024-107**

**A RESOLUTION DECLARING ITEMS AS SURPLUS  
AND AUTHORIZING DISPOSAL**

**WHEREAS**, the Parks and Recreation Department is requesting authorization to dispose of the following stainless steel sinks and stainless steel kitchen prep tables that are no longer needed and to dispose of the sinks and kitchen prep tables at auction with funds being deposited into the Rambling River Center Capital Improvement Fund:

2 Stainless Steel Sinks  
5 Stainless Steel Kitchen Prep Tables

**NOW, THEREFORE, BE IT RESOLVED**, that Mayor Hoyt and the Farmington City Council declare the items listed above as surplus and authorize its disposal with any proceeds to be placed in the Rambling River Center Capital Improvement Fund.

Adopted by the City Council of the City of Farmington, Minnesota, this 18<sup>th</sup> day of November 2024.

ATTEST:

\_\_\_\_\_  
Joshua Hoyt, Mayor

\_\_\_\_\_  
Shirley R Buecksler, City Clerk

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** John Powell, Public Works Director  
**Department:** Engineering  
**Subject:** Resolution Supporting the Adoption of the Dakota County 2025-2029 Capital Improvement Program  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

The Dakota County Board of Commissioners released their Draft 2025-2029 Capital Improvement Program (CIP) on September 24, 2024, for review and comment, along with a request for a city resolution of support for projects included in the CIP.

### DISCUSSION:

Dakota County and the City of Farmington have ongoing collaboration regarding improvements to streets, trails, and facilities of mutual interest. Projects specifically identified in the Draft 2025-2029 Capital Improvement Program (CIP) include the following:

- Intersection improvements at CR 64 (195th Street)/Eureka Avenue to enhance turn restriction compliance. Left turns onto 195th Street are prohibited at this intersection, the County intends to make median and other modifications to increase compliance with this traffic movement control.
- The study, design, and construction of improvements to CSAH 31 (Denmark Avenue) from CSAH 50 (212th Street) to CSAH 74 (Ash Street). The corridor is being evaluated not only for vehicular travel, but also for ways to safely connect the west and east sides for walking, biking, and rolling. A study kickoff meeting was also recently held by Dakota County for this project. It is anticipated the initial open house for the study will be held the first week of December; the study is scheduled to be completed by the middle of 2025.
- The study, design, and construction of improvements to CSAH 74 (Ash Street) from CSAH 31 (Denmark Avenue) to Honeysuckle Lane. This segment was added to the Denmark Avenue project as it is currently a rural roadway section and could be efficiently added to the work scope. It is anticipated this segment will follow the same schedule as the Denmark Avenue segment.
- Construction of trail gap improvements along CSAH 31 (Pilot Knob Road) from CSAH 50 (212th Street) to CR 64 (195th Street). This is a city-led project, and the preliminary design feasibility report was prepared earlier this year.

- The city's CIP includes the study of Flagstaff Avenue from CSAH 50 to the north city limits to identify future improvements for consistency with the city's Comprehensive Plan. This is a city-led project but as the segment from 195th Street to 200th Street is CR 64 the county will have proportional cost sharing in the study.
- This will be a county-led study through Lakeville and Farmington of a CR 60 or 64 alignment from CSAH 23 (Cedar Avenue) to the County portion of Flagstaff Avenue. This will assist the city to consider future improvements for consistency with the city's Comprehensive Plan.

**BUDGET IMPACT:**

Any cost sharing for future construction would be consistent with Dakota County policies.

**ACTION REQUESTED:**

Approve Resolution 2024-106 Supporting the Adoption of the Dakota County 2025-2029 Capital Improvement Program.

**ATTACHMENTS:**

[Resolution 2024-106 Supporting the Adoption of the Dakota County 2025-2029 Capital Improvement Program](#)

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 2024-106**

**A RESOLUTION SUPPORTING THE ADOPTION OF THE DAKOTA COUNTY 2025-2029 CAPITAL IMPROVEMENT PROGRAM**

**WHEREAS**, Dakota County has prepared the 2025-2029 Capital Improvement Program that includes transportation projects on the county’s system as well as projects identified to be funded through the Transportation Sales and Use Tax; and

**WHEREAS**, the 2025-2029 Capital Improvement Program includes intersection improvements at CR 64 (195<sup>th</sup> Street)/Eureka Avenue to enhance turn restriction compliance; and

**WHEREAS**, the 2025-2029 Capital Improvement Program includes study, design, and construction of improvements to CSAH 31 (Denmark Avenue) from CSAH 50 (212<sup>th</sup> Street) to CSAH 74 (Ash Street); and

**WHEREAS**, the 2025-2029 Capital Improvement Program includes study, design, and construction of improvements to CSAH 74 (Ash Street) from CSAH 31 (Denmark Avenue) to Honeysuckle Lane; and

**WHEREAS**, the 2025-2029 Capital Improvement Program includes construction of trail gap improvements along CSAH 31 (Pilot Knob Road) from CSAH 50 (212<sup>th</sup> Street) to CR 64 (195<sup>th</sup> Street); and

**WHEREAS**, the 2025-2029 Capital Improvement Program includes cost sharing for the study of Flagstaff Avenue from CSAH 50 to the north city limits to identify future improvements for consistency with the city’s Comprehensive Plan; and

**WHEREAS**, the 2025-2029 Capital Improvement Program includes study of a CR 60 or 64 alignment from CSAH 23 (Cedar Avenue) to the County portion of Flagstaff Avenue to identify future improvements for consistency with the city’s Comprehensive Plan; and

**WHEREAS**, Dakota County is seeking a resolution of support for the 2025-2029 Capital Improvement Program.

**NOW, THEREFORE, BE IT RESOLVED** by the Farmington City Council that the City of Farmington, Minnesota, hereby supports the 2025-2029 Dakota County Capital Improvement Program.

Adopted by the City Council of the City of Farmington, Minnesota, this 18<sup>th</sup> day of November 2024.

ATTEST:

\_\_\_\_\_  
Joshua Hoyt, Mayor

\_\_\_\_\_  
Shirley R Buecksler, City Clerk



 430 Third St., Farmington, MN 55024  
 651-280-6800  
 FarmingtonMN.gov

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Kim Sommerland, Finance Director  
**Department:** Finance  
**Subject:** Payment of Claims  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

Attached is the list of check and electronic payments for the period of 10/30/24-11/12/2024 for approval.

### BUDGET IMPACT:

Not applicable.

### ACTION REQUESTED:

Approve payment of claims.

### ATTACHMENTS:

[Council Summary Payment of Claims 11-18-2024](#)

**CITY OF FARMINGTON  
SUMMARY PAYMENT OF CLAIMS  
November 18, 2024**

CLAIMS FOR APPROVAL 10/30/2024-11/12/2024

CHECK PAYMENTS	\$ 863,396.47
ELECTRONIC PAYMENTS	<u>\$ 925,201.52</u>
TOTAL	<u><u>\$ 1,788,597.99</u></u>

**The City Council receives a detail list of claims paid that is available to  
the public upon request.**



 430 Third St., Farmington, MN 55024  
 651-280-6800  
 FarmingtonMN.gov

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Matt Price, Fire Chief  
**Department:** Fire  
**Subject:** Staffing Amendment for ALF's Professional Service Agreement  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

ALF has proposed a change to their staffing from Paramedic/Paramedic to Paramedic/EMT. This was brought before the ALF board between the three Cities and was passed.

### DISCUSSION:

No discussion is need for this item.

### BUDGET IMPACT:

No impact on the budget

### ACTION REQUESTED:

Approve the ALF Amendment to Professional Services Agreement.

### ATTACHMENTS:

[ALF PSA - staffing amendment](#)  
[DOCS-#233645-v1-](#)  
[AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ALLINA ALF](#)

## PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ALF AMBULANCE**, a joint powers entity ("ALF ") and **ALLINA HEALTH**, a Minnesota non-profit corporation, d/b/a **ALLINA HEALTH EMERGENCY MEDICAL SERVICES** ("Allina "), each a "Party" and collectively, the "Parties".

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

### 1. DEFINITIONS AND RULES OF CONSTRUCTION

**1.1 Definitions.** As used in this Agreement, the following terms will have the following meanings:

A. "Agreement" means this Professional Services Agreement, including the following exhibits attached to this Agreement and hereby made a part of it.

Exhibit A: Ambulance Locations and Deployment

Exhibit B: HIPAA Associate Agreement

Exhibit C: Letter of Understanding between Dakota Communications Center and Allina

B. "Unit Hours" Means a fully equipped and staffed ambulance for a period of one hour.

C. Exhibit A: Ambulance Locations and Deployment

Exhibit B: HIPAA Associate Agreement

Exhibit C: Letter of Understanding between Dakota Communications Center and Allina

D. "Mutual Aid Agreements" means the following agreements:

- Mutual Aid and Ambulance Service Agreement between A.L.F. Ambulance Service of Lakeville, Minnesota and the City of Hastings Ambulance Service of Hastings, Minnesota dated December 14, 2004.
- Mutual Aid and Ambulance Service Agreement between A.L.F. Ambulance Service of Lakeville, Minnesota and HealthEast Medical Transportation of St. Paul, Minnesota dated December 14, 2004.
- Mutual Aid and Ambulance Service Agreement between A.L.F. Ambulance Service of Lakeville, Minnesota and the City of Burnsville, Burnsville, Minnesota dated December 14, 2004.
- Mutual Aid and Back-Up Agreement between Northfield Hospital Ambulance and ALF Ambulance of Lakeville, Minnesota dated October 13, 2004.
- Mutual Aid Agreement with ALF Ambulance of Lakeville, Minnesota and Allina Health Emergency Medical Services dated July 2, 2002.

- E. “Primary Service Area” means the entire ALF Ambulance service area as described in the Emergency Medical Service License issued by Emergency Medical Services Regulatory Board (hereinafter the “License”).
- F. “Cities” mean collectively the cities of Apple Valley, Lakeville, and Farmington; and “City” means each city individually
- G. Statutory Definitions. The definitions in Minnesota Statutes 144E.001 are incorporated herein by this reference.

**1.2 Rules of Construction**

- A. *Sections and Exhibits.* All references in this Agreement to Sections and Exhibits refer to Sections and Exhibits of this Agreement, except as otherwise specifically stated in this Agreement.
- B. *Drafter’s Identity Irrelevant.* The Parties and their attorneys have fully participated in negotiating and drafting this Agreement, thus, the rule of strict construction does not apply to this Agreement. No provision of this Agreement will be construed for or against, or be interpreted to the advantage or disadvantage of, a Party by any court or other governmental or judicial authority because the Party structured or dictated the provision or is deemed to have done so.
- C. *Gender/Singular & Plural.* All references in this Agreement to one gender will include both genders. Any reference to the singular will include the plural where appropriate, and vice versa.
- D. *Governing Law.* This Agreement will be construed and governed by the laws of the State of Minnesota.
- E. *Headings of Sections.* All Section headings are for reference purposes and will not affect the interpretation of this Agreement.

**2. AMBULANCE SERVICE**

- 2.1 Allina shall provide advanced life support and basic life support ambulance service in the ALF Primary Service Area.
- 2.2 Allina shall furnish, equip, operate and administer Advanced Life Support (ALS) ambulances providing a minimum of 524 unit hours per week of coverage and additional unit hours as necessary to meet agreed upon response time standards. Allina will continue the dynamic deployment plan that provides additional ambulance to meet demand. In addition to the three ALS ambulances, Allina may provide basic life support (BLS) ambulances to respond to requests for service that have been screened in accordance with the Letter of Understanding between Dakota Communications Center and Allina and determined to not require advanced life support response. Staffing levels

will be reviewed by the parties on a periodic basis.

- 2.3 Allina shall staff the ALS Ambulances with ~~at least~~ two certified paramedics or one EMT and one Paramedic. unless otherwise mutually agreed to by the parties. Unless otherwise mutually agreed to by the parties, the biannual staffing bid must maintain a ratio of no less than 50% paramedic/paramedic configuration.
- 2.4 The response time for a Code 3 call (lights and siren) from the time an ambulance is dispatched from the Allina Communications Center until the ambulances arrival at the scene must consistently average eight minutes or less on a quarterly basis.
- 2.5 Patients shall have the right to select the destination for the medical care facility consistent with Allina Emergency Response Protocols.
- 2.6 Allina will be financially and functionally responsible for dispatching services whether it is provided by its own organization, a third party provider, or the Dakota Communications Center. Allina is not financially responsible for funding the Cities' obligations under the Dakota Communications Center Joint Powers Agreement.
- 2.7 Allina is solely responsible for patient billing and collection services.
- 2.8 Allina shall retain 100% of all funds billed for services except as otherwise specifically provided for in this Agreement. Allina must notify ALF at least thirty days in advance of any proposed rate changes.

### 3. AMBULANCE LOCATIONS

- 3.1 Allina and ALF shall periodically review ambulance deployment plans and may make changes as mutually agreed upon. Allina shall lease space at the designated facilities in Exhibit A.

### 4. PUBLIC SUBSIDY. ALF, the Cities, and the Townships served by the Ambulance Service Agreements shall not provide any subsidy, financial support, financing, or financial reimbursement to Allina for any services rendered under this Agreement.

### 5. MEDICAL DIRECTOR. Allina will provide a medical director for ALF at no cost to ALF meeting the requirements of Minnesota Statutes and Rules. The Medical Director will provide medical direction for the Cities' first responders and Automated External Defibrillator programs including but not limited to the Heart Restart Partnerships Public Access Defibrillator Program, and Apple Valley Cardiac Emergency Partnership during the term of this Agreement. Allina will be solely responsible for costs associated with a Medical Director.

### 6. TRAINING AND SUPPLIES.

#### 6.1 Training.

**6.1.1 Emergency Medical Responder.** Allina shall provide, without cost to ALF or the Cities, initial training and continuing education for Emergency Medical Responder (EMR) certification for police officers and firefighters.

**6.1.2 Emergency Medical Technician.** If the Cities' police and/or fire departments require Emergency Medical Technician (EMT) certification, Allina shall provide, without cost to ALF for the Cities, continuing education to maintain existing certifications. The training provided shall meet state requirements. For EMT refresher courses, content shall be the National Continued Competency Program, 'national required content'.

Allina shall provide up to two Emergency Medical Technician (EMT) course every 2 years in which the Cities' police and fire departments may each have assured seats for ten individuals. The minimum number of students to hold a class is ten; the maximum number of students in each class is fifteen. The location of this training shall be at the sole discretion of Allina. The Cities will pay for the training according to the fee schedule attached as Exhibit D.

**6.2 On-Scene Restocking.** To the extent permitted by applicable law, Allina will provide First Responder with the supplies and drugs necessary to replace those used by First Responder's personnel in the treatment and care of a patient on scene before such patient is transported or treated by Allina emergency medical professionals. If on-scene replacement is not possible, First Responder will provide Allina with the run number associated with the call. The provision of any medications to any patient by Allina or First Responder will be consistent with applicable drug protocols established by the Medical Director. First Responder will not bill any patient or third party payer for any supplies or drugs provided pursuant to this paragraph.

**7. COMMUNITY SUPPORT.** The Cities sponsor or support various community events each year. Allina shall provide, at no cost to ALF, each of the cities at least ten hours of dedicated standby ambulance coverage each year.

Allina shall provide, at no cost to ALF, education programs such as CPR, AED, blood borne pathogens, first aid and similar programs for Cities' employees at the request of the Cities. For employees whose job requires certification in CPR or first aid, Allina shall provide certification course to meet the requirements of the job.

**8. PERSONNEL.** Allina has sole responsibility for the recruitment, terms of employment, and actions of its employees except as specifically provided in this Agreement.

**9. STANDARD OF CARE.** Allina shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

**10. INDEMNIFICATION.** To the extent allowed by law and consistent with the limits as detailed in Minnesota Statute chapter 466, each party shall indemnify and hold harmless the other, its officers,

agents, and employees, from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or by reason of the execution or performance of the work or services provided for herein.

**11. INSURANCE.** Allina shall secure and maintain such insurance as will protect Allina from claims under the Worker's Compensation Acts, automobile liability, medical malpractice, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

- i.* Worker's Compensation – as provided by law
- ii.* Employer's Liability:
  - 1. Bodily Injury by Disease per Employee - \$1,000,000.00
  - 2. Bodily Injury by Disease Aggregate - \$1,000,000.00
  - 3. Bodily Injury by Accident - \$1,000,000.00
- iii.* Commercial General Liability:
  - 1. Liability – Personal Injury - \$5,000,000.00
  - 2. Property Damage - \$5,000,000.00
- iv.* Comprehensive Automobile - \$2,000,000.00
- v.* Liability – Personal Injury - \$2,000,000.00
- vi.* Property Damage - \$2,000,000.00
- vii.* Blanket contractual (hold harmless) protection and fire, theft and vandalism insurance for the full value of all materials and equipment furnished, by the supplier shall be provided until the complete contract is formally accepted.
- viii.* Professional Liability Insurance - \$5,000,000.00

All insurance policies (or riders) required by this Agreement (i) shall be taken out by Allina and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) should any policy be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions, (iii) shall name Allina as the insured party and ALF and the Cities as additional insured, and an insured party and ALF and the Cities as additional insured, and (iv) shall be evidenced by a Certificate of Insurance listing Cities and ALF Ambulance as an additional insured, which shall be filed with the respective Cities. Notwithstanding the above, Allina may provide for the above insurance through a program of self-insurance.

**12. INDEPENDENT CONTRACTOR.** ALF hereby retains Allina as an independent contractor upon the terms and conditions set forth in this Agreement. Allina is not an employee of ALF and is free to contract with other entities as provided herein. Allina shall be responsible for selecting the means and methods of performing the work. Allina shall furnish any and all supplies, equipment, and incidentals necessary for Allina's performance under this Agreement. ALF and Allina agree that Allina shall not at any time or in any manner represent that Allina or any of Allina's agents or employees are in any manner agents or employees of ALF. Allina shall be exclusively responsible under this Agreement

for Allina's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

13. **SUBCONTRACTORS.** Allina shall not enter into subcontracts for services provided under this Agreement without the express written consent of ALF. Allina shall comply with Minnesota Statute § 471.425.
14. **ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party which shall not be unreasonably withheld.
15. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
16. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Allina must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by ALF pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Allina pursuant to this Agreement. Allina is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Allina receives a request to release data, Allina must immediately notify ALF. ALF will give Allina instructions concerning the release of the data to the requesting party before the data is released. Allina agrees to defend, indemnify, and hold ALF, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Allina's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
17. **TERMINATION OF THIS AGREEMENT.** Either party may terminate this Agreement either (1) without cause upon 180 days prior written notice, (2) for cause upon at least 180 days' prior written notice, or (3) at any time by mutual agreement of the parties. If termination is under subsection (2), such termination shall be effected by mailing a Notice of Termination by mail, return receipt requested, to the non-terminating party setting forth in detail the manner in which such party is in default of this Agreement. Upon receipt of Notice of Termination, the receiving party has 180 days to cure the default to the reasonable satisfaction of the non-breaching party. If the default is not cured, termination will become effective on a date stated in the notice.

If the Agreement is terminated for any reason, the parties agree to coordinate the termination of the Agreement and transition of service back to ALF. Such transition may include the transfer of ownership of certain assets from Allina to ALF if so agreed by the parties and if so agreed Allina will transfer ownership of the agreed upon at fair market value as established by an independent third party with experience in valuing assets of that nature. If the parties cannot agree to the assets to be transferred or the fair market value for such assets, they shall submit to mediation.

**18. AGREEMENT TERM.** This agreement is for a five year term from January 1, 2018 to December 31, 2022 with the option by ALF to renew for three successive five-year terms.

**19. MISCELLANEOUS.**

**19.1** Allina agrees that its rights under the License are subordinate to those of ALF Ambulance.

**19.2** Branding. The ambulances shall be cobranded with ALF's and Allina's name in a manner satisfactory to both Allina and ALF. During the term of this Agreement, ALF and Allina may discuss the possibility of brand changes in order to enhance fleet management efficiencies.

**19.3** Allina shall comply with all applicable federal laws and rules and the laws and Rules of the State of Minnesota including but not limited to the Emergency Medical Services Regulatory Board.

**19.4** Allina shall provide quarterly reports within 30 days after the end of the quarter which provides detailed and summary information which will enable ALF to evaluate the performance of Allina. Allina shall also apprise the ALF Executive Management Committee of all complaints it receives concerning the provision of ambulance service and its response to the complaints. ALF must be copied on all written communication between the Emergency Medical Services Regulatory Board and Allina concerning services provided under this Agreement. Allina will consent and cooperate with ALF in conducting random customer satisfaction surveys as directed by the ALF EMC at ALF's expense.

**19.5** Ambulance service shall be available for use without regard to race, color, creed, religion, national origin, and without regard to sex, age, disability, public assistance status, or sexual orientation, except as may be necessary as a bona fide requirement of a specific service. Allina will comply with employment practices whereby no applicant for employment or employee hired shall be discriminated against with respect to that person's hire, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, sex, disability, public assistance status, or sexual orientation, except as may be based upon bona fide occupational qualifications.

**19.6** Allina shall adopt an Alcohol and Substance Abuse Prevention and Testing policy that are compliant with the Federal and State laws and regulations. Allina shall submit a copy of the policy to ALF.

**19.7** Allina shall procure and keep current any and all licenses, permits, or certificates which are or may be required by properly constituted authorities for the performance of the service. Furthermore, Allina shall pay when due all taxes assessed on property owned by it, to be used in connection with the furnishing of the service, including storage facilities and vehicles. Allina shall provide all necessary support to achieve license renewal with the Minnesota Emergency Medical Services Regulatory Board.

- 19.8** Representative(s) from Allina shall attend meetings as reasonably scheduled by ALF. The purpose of these meetings will be to track issues, problems, performance indicators and any other matters which ALF or Allina considers important in relation to the contract and the quality of service.
- 19.9** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 19.10** The Agreement may be amended or modified only by written instrument executed by all parties.
- 19.11** Other than the representations made in the Agreement, no party hereto has made any statement or representation to any other party hereto regarding any factor relied upon in entering the Agreement and no party relies upon any statement, representation or promise of any other party in executing the Agreement or in making the settlement provided for herein.
- 19.12** Each of the parties affirms and acknowledges that it had fully read, appreciates, and understands the words, terms, conditions and provisions of this Agreement and is fully satisfied with the same. Each party affirms and acknowledges that it has been, or had the opportunity to be represented by legal counsel of its choice.
- 19.13** Each of the parties further represents and warrants that the person or persons executing this Agreement on its behalf has full and complete legal authority to do so, and thereby binds the party on whose behalf they are signing the Agreement.
- 19.14** A finding of invalidity as to any provision or section of this Agreement shall only void that provision or section and no other, and this Agreement shall be construed as if the invalid provision or section thereof were not contained in this Agreement.
- 19.15** The parties hereby irrevocably submit to the jurisdiction of the Dakota County District Court in any action or proceeding arising out of or relating to the Agreement and hereby irrevocably agree that any claim relating to or arising out of the Agreement shall be brought in such Court.
- 19.16** The action or inaction of any party 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.
- 19.17** ALF shall supply Allina with a copy of all Mutual Aid Agreements and Allina agrees to comply with all Mutual Aid Agreements that are provided to it in advance. Allina does not agree to any amendments or modifications to the Mutual Aid Agreements that may be made without its express prior written approval, which approval shall not be unreasonably withheld.



20. **ILLEGALITY.** If, as determined by agreement of the parties’ counsel, or, if the parties’ counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the “Law”), then either party may give notice to the other to amend this Agreement solely to comply with the Law and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law, and before a determination is made, either party may suspend payments under the Agreement pending amendment or termination.
21. **REMEDIES.** The parties may take whatever action is necessary to enforce the terms of this Agreement including legal, equitable and administrative.
22. **NOTICES.** Required notices to Allina shall be in writing, and shall be either hand delivered to Allina, its employees or agents, or mailed to Allina by certified or registered mail at the following address: 167 Grand Avenue, St. Paul, Minnesota 55102, Attention: ~~Brian LaCroix~~ Susan Long, President Notices to ALF shall be in writing and shall be either hand delivered to the Lakeville City Administrator, or mailed to ALF by certified or registered mail in care of Lakeville City Administrator at the following address: City of Lakeville, 20195 Holyoke Avenue, Lakeville Minnesota 55044.

**ALF AMBULANCE**

**ALLINA HEALTH SYSTEM d/b/a  
ALLINA HEALTH EMERGENCY MEDICAL  
SERVICES**

BY: \_\_\_\_\_  
Its

BY: \_\_\_\_\_  
Its President

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ALF AMBULANCE**, a joint powers entity (“ALF”) and **ALLINA HEALTH**, a Minnesota non-profit corporation, d/b/a **ALLINA HEALTH EMERGENCY MEDICAL SERVICES** (“Allina”), each a “Party” and collectively, the “Parties”.

### RECITALS

- A. The parties entered into a Professional Services Agreement dated December 21, 2017 (“Agreement”), for the provision of advanced life support services.
- B. The parties desire to amend the Agreement to address ambulance staffing.

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. Amendment to Section 2.3.** Section 2.3 of the Agreement is amended to read as follows:

**2.3** Allina shall staff the Ambulances with two certified paramedics or one EMT and one Paramedic. Unless otherwise mutually agreed to by the Parties, the biannual staffing bid must maintain a ration of no less than 50% paramedic/paramedic configuration.

**2. Amendment to Section 22.** Section 22 of the Agreement is amended to read as follows:

**22. NOTICES.** Required notices to Allina shall be in writing, and shall be either hand delivered to Allina, its employees or agents, or mailed to Allina by certified or registered mail at the following address: 167 Grand Avenue, St. Paul, Minnesota 55102, Attention: Susan Long, President. Notices to ALF shall be in writing and shall be either hand delivered to the Lakeville City Administrator, or mailed to ALF by certified or registered mail in care of Lakeville City Administrator at the following address: City of Lakeville, 20195 Holyoke Avenue, Lakeville Minnesota 55044.

*[Remainder of page intentionally left blank]  
[Signature pages to follow]*



**ALF AMBULANCE**

By: \_\_\_\_\_  
Its \_\_\_\_\_

**ALLINA HEALTH SYSTEM d/b/a  
ALLINA HEALTH EMERGENCY MEDICAL  
SERVICES**

By: \_\_\_\_\_  
Its President

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Matt Price, Fire Chief  
**Department:** Fire  
**Subject:** Fire Department Job Descriptions  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

From time to time the fire department needs to review and update job descriptions, SOP's, and policies. A few years back the captain position was removed from the fire department and the job duties were divided between the lieutenants and district chiefs. The captain position in the fire service is a critical position for growth, management, and maintaining good order and discipline.

### DISCUSSION:

I have updated the job descriptions for all positions which includes bringing back the captain position. This is a critical position that needs to be in place for the safety and welfare of the department and for the community.

### BUDGET IMPACT:

We have never removed the pay for captains so there will be no impact on the budget.

### ACTION REQUESTED:

Approve the fire department job descriptions.

### ATTACHMENTS:

[Paid-on-Call Firefighter-Crew Leader](#)

[Paid-on Call Fire Lieutenant](#)

[Paid-on-Call Fire Captain](#)

[Paid-on-Call District Fire Chief](#)

# Firefighter/Crew Leader

## **SUMMARY OF POSITION**

Firefighters/Crew Leaders have the responsibility of protecting life and property by performing fire suppression, rescue, emergency medical services (EMS), hazardous materials incident mitigation, fire prevention, inspections, and public education. Maintains fire equipment, apparatus, fire station facilities, and other duties as required. Works as a member of a team to ensure the overall goals and objectives of the Fire Department are met.

This position reports to the shift officer.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Performs firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose and performing fire suppression, containment, ventilation, salvage and overhaul, and extinguishment tasks.
2. Performs emergency medical services and rescue activities including administering first aid and CPR, operating EMS equipment such as monitor/defibrillator, portable suction units, etc., performing extrication and providing other assistance as required.
3. Performs fire prevention activities including public safety education, fire code and life safety code inspections of buildings and businesses within the city and fire investigations to determine origin and cause of fire situations as assigned.
4. Responds to and assists in all emergency situations when available, including but not limited to rescuing persons, properties and premises; evacuating, securing and coordinating emergency scenes; operating equipment in an efficient and safe manner; and assisting other emergency agencies in the performance of their duties.
5. On occasion, may be assigned or responsible for administrative responsibilities, to include completion of incident response reports.
6. May take a limited leadership role during calls for service providing direction to less experienced firefighting personnel, as assigned by a supervisor or in the absence of a supervisor.
7. Must be able to accept authority and work as a team member under stress caused by emergencies, danger, or criticism, and must be able to work fast while concentrating very hard.
8. Maintains and expands knowledge and skills in the areas of fire suppression, rescue, EMS, hazardous materials mitigation, and fire prevention; by attending regular and assigned department training sessions, shall also avail themselves of advanced and outside training per department policies.
9. Makes suggestions to supervisors regarding the organization structure, operations, equipment used and may participate on committees from time to time to evaluate department needs.
10. Serves as a representative of the city, performing duties in a courteous and professional manner that conveys a positive image of city government and that fosters cooperation and support.
11. Performs such other duties as are consistent with the tasks of the position and as may be assigned by the city.
12. Fosters a culture of accountability and safety.
13. Set an example of professionalism on and off duty.

## **WORKING CONDITIONS**

The work environment characteristics described here are representative of those a firefighter encounters while performing the essential functions of this job. While performing the duties of this job, the firefighter regularly encounters **Page 58 of 149**

outside weather conditions. The firefighter occasionally works near moving mechanical parts and in high, precarious places or confined spaces, and is occasionally exposed to blood borne pathogens, wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or rescue activities when noise levels may be loud.

The Firefighter may be required to: spend excessive time outside exposed to the elements; tolerate extreme fluctuations in temperature while performing firefighting duties; perform physically demanding work in excessively hot, humid atmospheres while wearing equipment that significantly impairs body-cooling mechanisms; experience frequent transition from hot to cold and from humid to dry atmospheres; work in wet, icy, muddy areas, and uneven terrain; perform a variety of tasks on slippery, hazardous surfaces such as on roof tops or from ladders; work in areas where sustaining traumatic or thermal injuries is possible; face exposure to smoke, noise and/or vibration exceeding 80 decibels (constant or intermittent) which may cause marked distraction or possible hearing loss, carcinogenic dusts such as asbestos, toxic substances such as hydrogen cyanide, corrosives, carbon monoxide, or organic solvents either through inhalation or skin contact; face exposure to infectious biological agents such as Hepatitis B or HIV; wear personal protective equipment that weighs approximately 50 pounds while performing firefighting tasks; perform physically demanding work while wearing positive pressure breathing equipment with resistance to exhalation and a flow rate specified by current SCBA manufacture; perform complex tasks during life-threatening emergencies; work for long periods of time, requiring sustained physical activity and intense concentration; make decisions that could have life or death consequences for firefighters and civilians under difficult and stressful conditions with limited information during emergency conditions; be exposed to grotesque sights and smells associated with major trauma and burn victims; make rapid transitions from rest to near maximal exertion without warm-up periods; operate in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces; use manual and power tools in the performance of duties; rely on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, maintain personal safety, and make critical decisions in a confused, chaotic, and potentially life-threatening environment through-out the duration of operation; encounter smoke filled environments, and a variety of physical hazards, damaged structures, moving mechanical equipment, electrical equipment, radiant energy, and possible exposure to explosives; meet the physical requirements outlined in NFPA 1582 (Medical requirements for fire fighters); and perform the tasks outlined in NFPA 1001 (Fire fighter professional qualifications).

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

### **PHYSICAL DEMANDS**

Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.

Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, biohazardous materials, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises and travel.

### **KNOWLEDGE, SKILLS, AND ABLITIES**

1. **Mathematical Ability:** Must be able to perform routine mathematical calculations: multiply, divide, use fractions and read graphs.
2. **Language Ability:** Must be capable of reading fire protection textbooks, writing reports with proper grammar and otherwise communicating in writing, using the English language. Must be able to verbally communicate using the English language in an effective, tactful manner.
3. **Reasoning Ability:** Must be able to interpret instructions and use logic to solve concrete problems.
4. **Respirator Use:** Capable of wearing respirators (self-contained breathing apparatus ["SCBA"] and N95).

## **QUALIFICATIONS**

### **Minimum Education/Experience Requirements:**

- Must be a minimum of 18 years of age.
- High school graduate or equivalent.
- Must possess a valid Minnesota driver's license without restricted driving privileges.
- Must live within 10 minutes of a Farmington Fire Station as determined by department policy by date of hire.
- Ability to complete training and possess "Firefighter 2" certification from the Minnesota Fire Service Certification Board within one year of hire date.
- Ability to complete training and possess "Emergency Medical Responder" or higher license from the Minnesota Emergency Medical Services Regulatory Board within one year of hire date.
- Ability to complete Hazardous Materials Operations training.
- Ability to complete FEMA NIMS ICS-100, ICS-200, IS-700 and IS-800.
- Ability to complete PPE Care & Inspection (NFPA 1851)
- Has the ability to regularly respond to emergency calls within established department policies.
- Ability to complete "Fire Apparatus Operator" training within three years of hire.
- Ability to complete "Emergency Response Driving" within three years of hire.
- Must successfully pass City administered initial and periodic tests, which may include physical agility test, physical examination (medical), stress test, drug screen, and pulmonary function test.

### **Crew Leader Requirements:**

- Certified "Fire Instructor I" by the MFSCB
- Certified "Fire Officer I" by the MFSCB
- Completion of an Incident Safety Officer training course.
- Completion of "Incident Commander" by the Blue Card Command training or equivalent

### **Preferred Qualifications:**

- National Registry Emergency Medical Technician.
- Completion of Preparation for Initial Company Operations (NFA)
- Completion of Strategies & Tactics for Initial Company Operations (NFA)
- Completion of Decision Making for Initial Company Operations (NFA)

# Fire Lieutenant

## SUMMARY OF POSITION

Under the direction of a Captain, the Lieutenant is responsible for the supervision of firefighters. The Lieutenant receives direction from the Captain of their Station, and Chief Officers, assisting in conducting training and coaching of firefighters. On an emergency scene, the Lieutenant leads a crew of firefighters and may assume command until relieved by an officer of higher rank. The Lieutenant works to constantly improve their station's conduct, morale, and attendance while striving to meet the mission, vision, and goals/objectives of the department.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Effectively supervises firefighters during emergency and non-emergency calls:
  - a. Serves as a working supervisor or fire ground commander.
  - b. Completes tactical assignments as assigned and/or required.
  - c. Directs routes to be taken and placement of apparatus while responding to calls.
  - d. Complies with all orders and instructions as may be issued by superior officers.
  - e. Responsible for knowing streets, addressing, hydrants, buildings, and fire protection systems within the city and more specifically their station's district.
  - f. Assigns duties to firefighters under their supervision based upon immediate incident objectives.
  - g. Is responsible for the performance and conduct of their crew.
  - h. Listens and communicates firefighter input and recommendations to superiors and those in command.
  - i. Recommends appropriate response and use of related equipment.
  - j. Ensures firefighters operate in an efficient, effective, professional, and safe manner at all incident scenes.
  - k. Is responsible for the safety and well-being of all firefighters under their supervision.
2. Assures that necessary records are accurately kept and submitted:
  - a. Completes incident response reports and other related reports as required.
  - b. Maintains appropriate records and prepares reports as assigned in a thorough and timely manner.
  - c. Maintains frequent contact with personnel assigned to their station. More specifically those identified as direct reports in the department's organizational chart.
3. Assists with department training by participating in and educating firefighters in specialized and technical activities:
  - a. Keeps themselves and others under their supervision informed on matters relating to the operation of equipment and apparatus.
  - b. Actively participates in training sessions relating to fire, rescue, and Emergency Medical Services (EMS) topics.
  - c. Participates in the scheduling, development, and presentation of training topics.
  - d. Assures that training is carried out on prescribed drills and training sessions.
  - e. Identifies and communicates training needs by monitoring firefighter and department performance.
  - f. In conjunction with the Deputy Chief, coordinates efforts of officers and firefighters with the design and implementation of training programs.

4. Reports to and assists the Station Captain on all matters pertaining to firefighter performance, mentoring, and development:
  - a. Assists the Captains in the orientation of new firefighters to the stations, its personnel, apparatus, equipment and operation.
  - b. Aids in and conducts performance coaching or disciplinary actions as required or necessary.
  - c. Assists the Captains ensuring that firefighters receive proper department counseling on problems and growth.
  - d. Recommends and implements short-term and long-term strategic goals and objectives for station operations.
  - e. Monitors station and personnel performance and recommends programs and/or policies to improve efficiency and effectiveness of station operations.
  - f. Serves as a mentor to firefighters by being a role model and ensuring the professional development of firefighters.
  - g. Participates in recruitment and retention efforts to ensure the department hires and retains quality personnel.
  - h. Works with all officers to ensure station operations are developed and enforced consistently within and at each station.
  - i. Performs functions of the captains in their absence.
5. Responds as on-call duty officer rotation as established by the Fire Chief.
6. Shall report to the Fire Chief all firefighters unable to perform their duties.
7. Settles all minor disputes and disagreements amongst firefighters in a timely, fair, and just manner.
8. Responsible for the enforcement of department policies, procedures, guidelines, directives, and/or orders of the department. Remaining cognizant of department policies, procedures, guidelines, and/or directives.
9. Provides representation on committee assignments, assisting with development, implementation, and evaluation of effective action plans that meet the mission, vision, and goals/objectives of the department.
10. Assures that apparatus and equipment are serviced and/or inspected on a regular basis and ready for use.
11. Attends and participates in officer meetings, work sessions, training sessions, and other meetings as required.
12. Maintains efficient communications with all firefighters on department-related matters.
13. Enforces security on all information which is not open for communication and is sensitive in nature.
14. Supports, communicates, and enforces the decisions of the Fire Chief.
15. Shall at all times, maintain due regard for the safety and welfare of all firefighters of the department.
16. Performs such other duties as are consistent with the tasks of the position and as may be assigned by the city.

17. Fosters a culture of accountability and safety.
18. Set an example of professionalism on and off duty.

### **WORKING CONDITIONS**

The work environment characteristics described here are representative of those a lieutenant encounters while performing the essential functions of this job. While performing the duties of this job, the firefighter regularly works in outside weather conditions. The firefighter occasionally works near moving mechanical parts and in high, precarious places or confined spaces, and is occasionally exposed to blood borne pathogens, wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or rescue activities when noise levels may be loud.

The lieutenant may be required to: spend excessive time outside exposed to the elements; tolerate extreme fluctuations in temperature while performing firefighting duties; perform physically demanding work in excessively hot, humid atmospheres while wearing equipment that significantly impairs body- cooling mechanisms; experience frequent transition from hot to cold and from humid to dry atmospheres; work in wet, icy, muddy areas, and uneven terrain; perform a variety of tasks on slippery, hazardous surfaces such as on roof tops or from ladders; work in areas where sustaining traumatic or thermal injuries is possible; face exposure to smoke, noise and/or vibration exceeding 80 decibels (constant or intermittent) which may cause marked distraction or possible hearing loss, carcinogenic dusts such as asbestos, toxic substances such as hydrogen cyanide, corrosives, carbon monoxide, or organic solvents either through inhalation or skin contact; face exposure to infectious biological agents such as Hepatitis B or HIV; wear personal protective equipment that weighs approximately 50 pounds while performing firefighting tasks; perform physically demanding work while wearing positive pressure breathing equipment with resistance to exhalation and a flow rate specified by current SCBA manufacture; perform complex tasks during life-threatening emergencies; work for long periods of time, requiring sustained physical activity and intense concentration; make decisions that could have life or death consequences for firefighters and civilians under difficult and stressful conditions with limited information during emergency conditions; be exposed to grotesque sights and smells associated with major trauma and burn victims; make rapid transitions from rest to near maximal exertion without warm-up periods; operate in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces; use manual and power tools in the performance of duties; rely on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, maintain personal safety, and make critical decisions in a confused, chaotic, and potentially life-threatening environment through-out the duration of operation; encounter smoke filled environments, and a variety of physical hazards, damaged structures, moving mechanical equipment, electrical equipment, radiant energy, and possible exposure to explosives; meet the physical requirements outlined in NFPA 1582 (Medical requirements for fire fighters); and perform the tasks outlined in NFPA 1001 (Fire fighter professional qualifications).

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

### **PHYSICAL DEMANDS**

Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.

Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, biohazardous materials, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises and travel.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

1. Working knowledge of modern fire suppression, rescue, EMS, hazardous materials incident mitigation, fire prevention, inspections, and public education principles, procedures, techniques, and equipment.
2. Working knowledge of applicable laws, ordinances, departmental policies, procedures, guidelines, and/or directives.
3. Ability to exercise sound judgment in evaluating situations and in making decisions.
4. Ability to train and supervise.
5. Proven ability to communicate effectively both orally and in written format.
6. Ability to establish and maintain effective working relationships with other fire department personnel, City staff, outside organizations, supervisors, and the public.

### **QUALIFICATIONS**

#### **Minimum Education/Experience Requirements:**

- Must be a member of the Farmington Fire Department meeting, maintaining, and fulfilling all minimum qualifications of Firefighter.
- Three (3) years active service with the Farmington Fire Department.
- Certified "Fire Instructor I" by the MFSCB
- Certified "Fire Officer I" by the MFSCB
- Completion of an Incident Safety Officer training course.
- Completion of "Incident Commander" by the Blue Card Command training or equivalent
- Completion of Preparation for Initial Company Operations (NFA)
- Completion of Strategies & Tactics for Initial Company Operations (NFA)
- Completion of Decision Making for Initial Company Operations (NFA)
- MBFTE Qualified Instructor (NFPA 1001, 1002, 1021, and 1041) within six months

#### **Preferred Qualifications:**

- NFPA 1403: Live Fire Instructor
- FEMA/NIMS ICS-300 and ICS-400
- Building Construction for the fire service.
- National Registry Emergency Medical Technician
- Associates degree Fire Science or EMS

# Fire Captain

## SUMMARY OF POSITION

Under the direction of the District Chief, the captain is responsible for and aids in providing leadership of department staff and helps the Fire Chief define, establish, and attain the overall mission, vision, and goals of the department. Is responsible for recommending hiring, and supervising department staff. Responsible for the management of assigned functions and department programs (Station needs and administration). Responds to calls for service (emergency and non-emergency) providing command level leadership directing overall strategies and tactics, individually and/or as part of a command team.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Effectively supervises department operations during emergency and non-emergency calls:
  - a. Establishes, maintains, and supervises directly or indirectly small and large numbers of personnel under emergency and non-emergency operations.
  - b. Determines and delegates strategic and tactical assignments as assigned and/or required.
  - c. Makes or supervises command level decisions that can have a profound impact on human life, property, and/or the environment.
  - d. Complies with all orders and instructions as may be issued by superior officers.
  - e. Responsible for operating within the Incident Management System, filling any role, up to and including Incident Commander.
  - f. Responsible to respond as the duty officer shifts on a weekly basis.
  - g. Assigns duties to crews under their supervision based upon immediate incident objectives.
  - h. Is responsible for the performance and conduct of lieutenants during call response.
  - i. Listens and communicates lieutenants' input and recommendations to superiors and those in command.
  - j. Recommends appropriate response and use of related equipment.
  - k. Ensures firefighters operate in an efficient, effective, professional, and safe manner at all incident scenes.
  - l. Is responsible for the safety and well-being of all firefighters under their supervision.
2. Completes, reviews, maintains, and assures that the necessary correspondence, reports, records, and other department documentation are thoroughly prepared in an accurate and timely manner.
3. Assists with department training by participating in and educating members in specialized and technical activities:
  - a. Maintains and expands knowledge and skills in the areas of fire suppression, rescue, emergency medical services (EMS), hazardous materials, and fire prevention; by attending regular and assigned department training sessions.
  - b. Participates in the development, and presentation of training topics.
  - c. Identifies and communicates training needs by monitoring lieutenant and firefighter department performance.
4. Makes recommendations to the District Chiefs regarding the organizational structure of the department and recommends hiring of qualified staff:
  - a. Participates in recruitment and retention efforts to ensure the department hires and retains quality personnel.

- b. Evaluates performance of subordinates and takes appropriate corrective actions to ensure personnel performance meets the mission, vision and goals of the department.
  - c. Serves as a mentor to lieutenants and firefighters by being a role model and ensuring the professional development of staff.
  - d. Conducts performance coaching or disciplinary actions as required or necessary.
  - e. Supervises and manages the performance of staff directly and through subordinate officers.
  - f. Ensures that lieutenants and firefighters receive proper department counseling on problems and growth.
  - g. Settles all minor disputes and disagreements amongst department staff in a timely, fair, and just manner.
5. Responds as on-call duty officer rotation as established by the Fire Chief.
6. Fosters a culture of accountability and safety.
7. Set an example of professionalism on and off duty.
8. Represents the City in front of the public, media, and government agencies in a manner that conveys a positive image of city government and fosters cooperation and support.
9. Shall report to the Fire Chief all lieutenants and firefighters unable to perform their duties.
10. Monitors station and personnel performance and recommends programs and/or policies, procedures, and guidelines to improve efficiency and effectiveness of station operations.
11. Works with lieutenants to ensure department operations are developed and enforced consistently within and at each station. Supervises and is responsible for the routine maintenance of apparatus, equipment, supplies, and facilities to ensure preparedness for response and operation.
12. Responsible for the enforcement of department policies, procedures, guidelines, directives, and/or orders of the department. Remaining cognizant of department policies, procedures, guidelines, and/or directives.
13. Provides representation on committee assignments, assisting with development, implementation, and evaluation of effective action plans that meet the mission, vision, and goals/objectives of the department.
14. Attends and participates in officer meetings, work sessions, training sessions, and other meetings as requested by the Fire Chief or their designee.
15. Maintains efficient communications with all staff on department-related matters.
16. Keeps the District Chief informed at all times of important developments which are necessary to carry out the Fire Chief's responsibilities.
17. Enforces security on all information which is not open for communication and is sensitive in nature.
18. Supports, communicates, and enforces the decisions of the Fire Chief.
19. Shall at all times, maintain due regard for the safety and welfare of all firefighters.
20. Performs such other duties as are consistent with the tasks of the position and as may be assigned by the city.

## **WORKING CONDITIONS**

The work environment characteristics described here are representative of those a Captain encounters while performing the essential functions of this job. While performing the duties of this job, the captain regularly works in outside weather conditions. The captain occasionally works near moving mechanical parts and in high, precarious places or confined spaces, and is occasionally exposed to blood borne pathogens, wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or rescue activities when noise levels may be loud.

The captain may be required to: spend excessive time outside exposed to the elements; tolerate extreme fluctuations in temperature while performing firefighting duties; perform physically demanding work in excessively hot, humid atmospheres while wearing equipment that significantly impairs body- cooling mechanisms; experience frequent transition from hot to cold and from humid to dry atmospheres; work in wet, icy, muddy areas, and uneven terrain; perform a variety of tasks on slippery, hazardous surfaces such as on roof tops or from ladders; work in areas where sustaining traumatic or thermal injuries is possible; face exposure to smoke, noise and/or vibration exceeding 80 decibels (constant or intermittent) which may cause marked distraction or possible hearing loss, carcinogenic dusts such as asbestos, toxic substances such as hydrogen cyanide, corrosives, carbon monoxide, or organic solvents either through inhalation or skin contact; face exposure to infectious biological agents such as Hepatitis B or HIV; wear personal protective equipment that weighs approximately 50 pounds while performing firefighting tasks; perform physically demanding work while wearing positive pressure breathing equipment with resistance to exhalation and a flow rate specified by current SCBA manufacture; perform complex tasks during life-threatening emergencies; work for long periods of time, requiring sustained physical activity and intense concentration; make decisions that could have life or death consequences for firefighters and civilians under difficult and stressful conditions with limited information during emergency conditions; be exposed to grotesque sights and smells associated with major trauma and burn victims; make rapid transitions from rest to near maximal exertion without warm-up periods; operate in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces; use manual and power tools in the performance of duties; rely on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, maintain personal safety, and make critical decisions in a confused, chaotic, and potentially life-threatening environment through-out the duration of operation; encounter smoke filled environments, and a variety of physical hazards, damaged structures, moving mechanical equipment, electrical equipment, radiant energy, and possible exposure to explosives; meet the physical requirements outlined in NFPA 1582 (Medical requirements for fire fighters); and perform the tasks outlined in NFPA 1001 (Fire fighter professional qualifications).

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

## **PHYSICAL DEMANDS**

Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.

Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, biohazardous materials, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises and travel.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

Working knowledge of modern fire suppression, rescue, EMS, hazardous materials incident mitigation, fire prevention, inspections, and public education principles, procedures, techniques, and equipment. Working knowledge of applicable laws, ordinances, departmental policies, procedures, guidelines, and/or directives.

Ability to exercise sound judgment in evaluating situations and in making decisions.

Ability to train and supervise.

Supervision/management and staff development including the effective delegation of tasks and the ability to effectively manage performance.

Proven ability to communicate effectively both orally and in written format.

Ability to establish and maintain effective working relationships with department personnel, City staff, outside organizations, supervisors, and the public.

Ability to maintain strict confidentiality.

## **QUALIFICATIONS**

### **Minimum Education/Experience Requirements:**

- Must be a member of the Farmington Fire Department meeting, maintaining, and fulfilling all minimum qualifications of Lieutenant.
- Five (5) years active service with the Farmington Fire Department.
- Certified "Fire Instructor II by the MFSCB within one year.
- Certified "Fire Officer II by the MFSCB within one year.
- NFPA 1403: "Live Fire Instructor" within one year.
- Completion of FEMA / NIMS ICS-100, ICS-200, ICS-300, ICS 400, IS-700 and IS-800.
- Completion of Building Construction for the fire service.
- MN Fire Service Executive Leadership Program within one year.

**Preferred Qualifications:**

- Completion of National Fire Academy Leadership courses.
- Certified "Fire Investigator" by the MFSCB
- Certified "Fire Inspector" by the MFSCB
- Associates degree Fire Science or EMS
- National Registry Emergency Medical Technician

# District Fire Chief

## SUMMARY OF POSITION

Under the direction of the Deputy Fire Chief, the District Chief is responsible for and aids in providing leadership of department staff and helps the Fire Chief define, establish, and attain the overall mission, vision, and goals of the department. Is responsible for recommending hiring, and supervising department staff. Responsible for the management of assigned functions and department programs (SCBA or PPE). Responds to calls for service (emergency and non-emergency) providing command level leadership directing overall strategies and tactics, individually and/or as part of a command team.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Effectively supervises department operations during emergency and non-emergency calls:
  - a. Establishes, maintains, and supervises directly or indirectly small and large numbers of personnel under emergency and non-emergency operations.
  - b. Determines and delegates strategic and tactical assignments as assigned and/or required.
  - c. Makes or supervises command level decisions that can have a profound impact on human life, property, and/or the environment.
  - d. Complies with all orders and instructions as may be issued by superior officers.
  - e. Responsible for knowing streets, addressing, hydrants, buildings, and fire protection systems within their district.
  - f. Assigns duties to crews under their supervision based upon immediate incident objectives.
  - g. Is responsible for the performance and conduct of crews during call response.
  - h. Listens and communicates captains' input and recommendations to superiors and those in command.
  - i. Recommends appropriate response and use of related equipment.
  - j. Ensures firefighters operate in an efficient, effective, professional, and safe manner at all incident scenes.
  - k. Is responsible for the safety and well-being of all firefighters under their supervision.
2. Completes, reviews, maintains, and assures that the necessary correspondence, reports, records, and other department documentation are thoroughly prepared in an accurate and timely manner.
3. Assists with department training by participating in and educating firefighters in specialized and technical activities:
  - a. Maintains and expands knowledge and skills in the areas of fire suppression, rescue, emergency medical services (EMS), hazardous materials, and fire prevention; by attending regular and assigned department training sessions.
  - b. Shall avail themselves of advanced and outside training per department policies.
  - c. Participates in the development, and presentation of training topics.
  - d. Identifies and communicates training needs by monitoring firefighter and department performance.
4. Makes recommendations to the Deputy Fire Chief regarding the organizational structure of the department and recommends hiring of qualified staff:
  - a. Participates in recruitment and retention efforts to ensure the department hires and retains quality personnel.

- b. Evaluates performance of subordinates and takes appropriate corrective actions to ensure personnel performance meets the mission, vision and goals of the department.
  - c. Serves as a mentor to fire officers and firefighters by being a role model and ensuring the professional development of staff.
  - d. Conducts performance coaching or disciplinary actions as required or necessary.
  - e. Supervises and manages the performance of staff directly and through subordinate officers.
  - f. Ensures that fire officers and firefighters receive proper department counseling on problems and growth.
  - g. Settles all minor disputes and disagreements amongst department staff that is not able to be handled at the captain level in a timely, fair, and just manner.
5. Responds as on-call duty officer rotation as established by the Fire Chief.
6. Fosters a culture of accountability and safety.
7. Set an example of professionalism on and off duty.
8. Represents the City in front of the public, media, and government agencies in a manner that conveys a positive image of city government and fosters cooperation and support.
9. Shall report to the Fire Chief all fire officers and firefighters unable to perform their duties.
10. Works with station captains to ensure department operations are developed and enforced consistently within and at each station. Supervises and is responsible for the routine maintenance of apparatus, equipment, supplies, and facilities to ensure preparedness for response and operation.
11. Responsible for the enforcement of department policies, procedures, guidelines, directives, and/or orders of the department. Remaining cognizant of department policies, procedures, guidelines, and/or directives.
12. Chairs committee assignments, assisting with development, implementation, and evaluation of effective action plans that meet the mission, vision, and goals of the department.
13. Attends and participates in officer meetings, work sessions, training sessions, and other meetings as requested by the Deputy Fire Chief or Fire Chief.
14. Maintains efficient communications with all staff on department-related matters.
15. Keeps the Deputy Fire Chief informed at all times of important developments which are necessary to carry out the Chief's responsibilities.
16. Enforces security on all information which is not open for communication and is sensitive in nature.
17. Supports, communicates, and enforces the decisions of the Fire Chief.
18. Shall at all times, maintain due regard for the safety and welfare of all firefighters.
19. Performs such other duties as are consistent with the tasks of the position and as may be assigned by the city.

## **WORKING CONDITIONS**

The work environment characteristics described here are representative of those a District Chief encounters while performing the essential functions of this job. While performing the duties of this job, the District Chief regularly works in outside weather conditions. The District Chief occasionally works near moving mechanical parts and in high, precarious places or confined spaces, and is occasionally exposed to blood borne pathogens, wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or rescue activities when noise levels may be loud.

The District Chief may be required to: spend excessive time outside exposed to the elements; tolerate extreme fluctuations in temperature while performing firefighting duties; perform physically demanding work in excessively hot, humid atmospheres while wearing equipment that significantly impairs body- cooling mechanisms; experience frequent transition from hot to cold and from humid to dry atmospheres; work in wet, icy, muddy areas, and uneven terrain; perform a variety of tasks on slippery, hazardous surfaces such as on roof tops or from ladders; work in areas where sustaining traumatic or thermal injuries is possible; face exposure to smoke, noise and/or vibration exceeding 80 decibels (constant or intermittent) which may cause marked distraction or possible hearing loss, carcinogenic dusts such as asbestos, toxic substances such as hydrogen cyanide, corrosives, carbon monoxide, or organic solvents either through inhalation or skin contact; face exposure to infectious biological agents such as Hepatitis B or HIV; wear personal protective equipment that weighs approximately 50 pounds while performing firefighting tasks; perform physically demanding work while wearing positive pressure breathing equipment with resistance to exhalation and a flow rate specified by current SCBA manufacture; perform complex tasks during life-threatening emergencies; work for long periods of time, requiring sustained physical activity and intense concentration; make decisions that could have life or death consequences for firefighters and civilians under difficult and stressful conditions with limited information during emergency conditions; be exposed to grotesque sights and smells associated with major trauma and burn victims; make rapid transitions from rest to near maximal exertion without warm-up periods; operate in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces; use manual and power tools in the performance of duties; rely on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, maintain personal safety, and make critical decisions in a confused, chaotic, and potentially life-threatening environment through-out the duration of operation; encounter smoke filled environments, and a variety of physical hazards, damaged structures, moving mechanical equipment, electrical equipment, radiant energy, and possible exposure to explosives; meet the physical requirements outlined in NFPA 1582 (Medical requirements for fire fighters); and perform the tasks outlined in NFPA 1001 (Fire fighter professional qualifications).

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## **PHYSICAL DEMANDS**

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Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, biohazardous materials, oils, extreme temperatures, inadequate lighting, workspace restrictions, intense noises and travel.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

Working knowledge of modern fire suppression, rescue, EMS, hazardous materials incident mitigation, fire prevention, inspections, and public education principles, procedures, techniques, and equipment. Working knowledge of applicable laws, ordinances, departmental policies, procedures, guidelines, and/or directives.

Ability to exercise sound judgment in evaluating situations and in making decisions.

Ability to train and supervise.

Supervision/management and staff development including the effective delegation of tasks and the ability to effectively manage performance.

Proven ability to communicate effectively both orally and in written format.

Ability to establish and maintain effective working relationships with department personnel, City staff, outside organizations, supervisors, and the public.

Ability to maintain strict confidentiality.

## **QUALIFICATIONS**

### **Minimum Education/Experience Requirements:**

- Must be a member of the Farmington Fire Department meeting, maintaining, and fulfilling all minimum qualifications of Captain.
- Seven (7) years active service with the Farmington Fire Department.
- Certified "Fire Instructor III" by the MFSCB within one year.
- Certified "Fire Officer III" by the MFSCB within one year.
- Professional Development Series FEMA
- NFPA 1403: "Live Fire" Instructor-in-Charge

**Preferred Qualifications:**

- Completion of National Fire Academy Leadership courses.
- Certified "Fire Investigator" by the MFSCB
- Certified "Fire Inspector" by the MFSCB
- Bachelor's degree Fire Science or EMS
- National Registry Emergency Medical Technician

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Lynn Gorski, City Administrator  
**Department:** HR  
**Subject:** Staff Recommendations  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

Approve the hiring of the following candidates.

### DISCUSSION:

The following candidates have been selected for the upcoming Parks and Recreation seasonal positions.

Seasonal Warming House Attendants:

- Bobby Cammack
- Trystan McEntee

### BUDGET IMPACT:

Wages are included in the 2024 and 2025 budgets.

### ACTION REQUESTED:

Approve the hiring of listed seasonal candidates.

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Jared Johnson, Planning Coordinator  
**Department:** Community Development  
**Subject:** Petition to Vacate a Drainage and Utility Easement over PID: 14-82500-00-040 (Outlot D, Vermillion Grove) - CONTINUE TO DECEMBER  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

The city received a petition from Kerry Hanifl (property owner) to vacate a drainage and utility easement over PID: 14-82500-00-040, platted as Outlot D in the Vermillion Grove development.

### DISCUSSION:

The drainage and utility easement must be vacated as the property owner intends to subdivide the above parcel along with the neighboring parcel (19927 Akin Road) into a new plat called Akin Knoll.

Per State Statute §412.851, the City Council must conduct a public hearing regarding the proposed vacation after published and posted notice of said vacation. The vacation of the drainage and utility easement was noticed in the newspaper, and a public hearing was scheduled for the November 18th City Council meeting.

The property owner has requested the public hearing for the vacation of the drainage and utility easement be continued to the December 16th City Council meeting due to modifications being done to the plans for Akin Knoll. Barring any substantial changes, it's intended for Akin Knoll to be reviewed by the City Council at this meeting along with the public hearing to vacate the drainage and utility easement.

### BUDGET IMPACT:

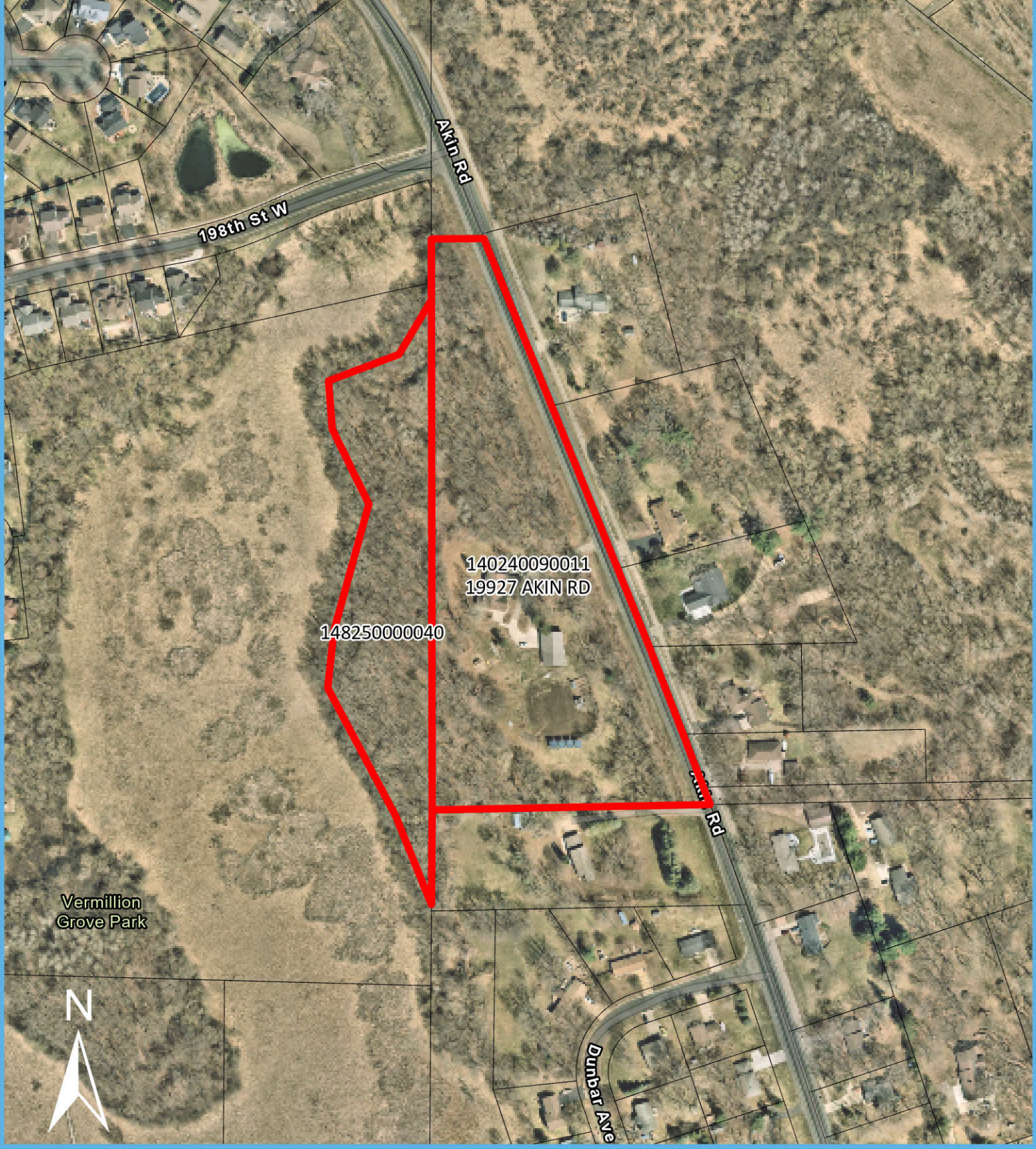
Not applicable

### ACTION REQUESTED:

Continue the public hearing to the December 16th Regular City Council meeting.

### ATTACHMENTS:

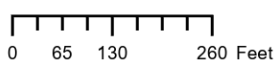
[Akin Knoll Plat Location Map](#)



Vermillion Grove Park


140240090011  
19927 AKIN RD

148250000040



Prepared on: 10/30/2024

# Akin Knoll Plat Location Map

-  Tax Parcels
-  19927 Akin Road
-  19927 Akin Road

Disclaimer: This map is for general reference only. They are not for legal, engineering or surveying use. The City of Farmington assumes no responsibility for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Tony Wippler, Planning Manager  
**Department:** Community Development  
**Subject:** Final Plat and Final Planned Unit Development - Farmington Technology Park  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

MNLCO Farmington, LLC & MNLCO Farmington Two, LLC (Together known as Tract) is requesting review and approval of the final plat and final planned unit development for the Farmington Technology Park.

The Farmington Technology Park Final Plat consists of three parcels, those being:

- Fountain Valley Golf Course (PID# 14-00500-01-012) owned by Bryce and Carole Olson;
- Former Angus property (PID#'s 07-00500-76-011 & 07-00500-76-012) owned by Independent School District 192.

All properties are currently under contract by Tract with the intent to develop them as a master-planned data center campus.

### DISCUSSION:

#### ***Farmington Technology Park Final Plat***

The final plat consists of 3 lots spread over 338.35 acres of land. A description of the proposed lots are as follows:

- Lot 1, Block 1 - 150.74 acres, northern portion of data center campus.
- Lot 2, Block 1 - 2.07 acres, to be deeded to the city for utility purposes.
- Lot 1, Block 2 - 185.54 acres, southern portion of data center campus. This lot is also encumbered with approximately 69 acres of floodplain.

A 75 foot wide right-of-way is also provided along the eastern boundary of Lot 1, Block 1 for the future Dakota County Biscayne Avenue corridor. This roadway will not be constructed as part of this project.

On November 4, 2024 the City Council approved the preliminary plat and preliminary planned unit development. The final plat is consistent with the approved preliminary plat.

At the November 4, 2024 City Council meeting a rezoning and comprehensive plan amendment

was also approved rezoning the properties to MUCI (Mixed-Use Commercial/Industrial) and reguiding them to Mixed-Use (Commercial/Industrial). Data centers are a permitted use in the MUCI zoning district.

As previously mentioned, Tract is proposing to develop a master-planned data center technology park that could provide up to 12 data center buildings and 2 administrative buildings, with each lot having 6 data center buildings and 1 administrative building. The square footage of data centers shown on the northern campus site is 1,600,400 square feet and 933,800 square feet on the southern campus. As shown on the attached Land Use Plan, an area near the northwest corner of Lot 1, Block 2 is labeled as "Reserved for Future Electrical Utilities". This would be the potential location of an electric substation. A representative site plan was provided to the Planning Commission at the September regular meeting as part of the preliminary plat and preliminary planned unit development submittal. It is important to note, that future site plans will be required to be approved by the Planning Commission prior to the construction of any data center building and ancillary use on site to ensure compliance with the standards approved in the planned unit development.

### *Transportation and Parking*

There are 4 anticipated accesses for the campuses. For the northern campus this includes one off of MN 50 (220th Street W) and one off of 225th Street W. For the southern campus the anticipated accesses come from 225th Street W and Biscayne Avenue. Based on a completed traffic study, additional improvements will also be required on both Chippendale Avenue (TH 3) and 220th Street W (MN 50) in the form of additional turn lanes.

Off-street parking will be required to be provided on site. Per the proposed development standards, which are attached, 1 parking space will be provided for each 1,000 square foot of office space on site. Parking spaces are not required for the designated data hall areas. The development standards do provide language that may allow for the parking requirement to be modified based on a parking study to be provided at time of site plan and/or building permit application.

### *Parks*

The city will take cash in lieu of park dedication with this plat application.

### ***Final Planned Unit Development***

Attached, is Ordinance No. 2024-12 establishing PUD-1 - Farmington Technology Park. Moving forward, approval of PUD's will be done through ordinance instead of the PUD Agreements that the city has done historically. Approving PUD's through ordinance provides greater legal standing through approval of the PUD terms within the actual zoning code and provides an easier method for landowners, staff and the public to determine the actual restrictions related to the specific property. The attached ordinance lists out the special development standards (also attached as a separate document) that would be associated with this development, and generally include:

1. Building Setbacks - provides standards for the minimum setback of buildings from property lines. This includes a minimum setback of 250 feet from any property line adjacent to residential uses; 150 foot setback from any property line not adjacent to non-residential uses; 40 foot setback from the right-of-way of 225th Street W.
2. Natural Buffers - provides for the 40 foot wide natural buffer along the majority of the perimeter of the site.
3. Landscaping - provides for types of planting that will be used throughout the site; allows for the use of rock, gravel or mulch as an accent material for maintenance areas adjacent to

- buildings or around utility access points; provides standards for landscaping of parking lots. Discusses berms, including berm height and construction timing.
4. General Design Standards (i.e., facade standards, screening requirements) - provides language that provides protection from undifferentiated surfaces on principal building facades by requiring the use of at least 2 of the following design elements: change in building height, building step-backs (projections or recesses), fenestration, changes in building materials (pattern, texture, color), use of accent material, overhangs, use of canopies or porticos, arcades, and variations in the roof line faux windows, green walls and other enhanced design elements approved by the Planning Commission. Provides language regarding the screening of both ground level and above ground mounted mechanical equipment and structures.
  5. Building Height - Maximum building height on site for a principal structure is 80 feet. However, the maximum height at the building setback line is 50 feet. The provision allows for a step back approach to building height. For each one-foot increase in building height, the building must be stepped back five feet. Maximum building height for accessory structure is 50 feet. Provides language that any building that is 80 feet in height must be setback a minimum of 400 feet from the property line adjacent to a residentially zoned property.
  6. Fences - provides requirements for security fencing and perimeter fencing. Allows for security fencing up to 14 feet in height and perimeter fencing to a maximum of 7 feet in height.
  7. Electric Utility Lines - provides language on the need for electric utility lines and their construction as part of a data center project.
  8. Noise - provides language that all noise generated from the site shall meet the requirements as established by the MPCA. Provides language that a noise study be prepared at time of site plan that demonstrates the applicable noise levels will not be exceeded based on the specific systems and equipment that will be used. Provides language requiring the installation of physical sound attenuation measures on any mechanical equipment that is installed at a data center building located within 1,200 feet of any adjacent residential use under certain circumstances.
  9. Parking - requires a minimum of 1 parking space for each 1,000 square feet of office use.
  10. Substations - discusses the need for outdoor mechanical and electrical equipment and that these must be fenced and screened. States that fencing around a substation must be setback a minimum of 30 feet from a property line adjacent to a residentially zoned property and that any substation equipment must be setback a minimum of 50 feet from a property line adjacent to a residentially zoned property.
  11. Private Communication Towers - provides language that these are permitted up to a maximum height of 80 feet and are subject to building setback requirements.
  12. Maximum Lot Coverage - provides language that there is no maximum lot coverage for all uses built in the designated "developable area" .
  13. Lighting - provides standards for on-site lighting such as the maximum height of pole-mounted exterior lighting shall be 18 feet. Additionally, the maximum height of an building-mounted exterior lighting fixture shall be 35 feet in height.

## PUD Findings

1. This PUD and the proposed data center project will result in a greater utilization of new technologies in building design, construction, and land development within the City.
2. This PUD and the proposed construction will allow for a variety in the organization of site elements and land uses that would not be possible with the underlying zoning alone.
3. This PUD will provide for development alternatives that allows for greater flexibility and

creativity in site and building design than would not be possible under the strict application of a zoning district's requirements.

4. This PUD will provide for the preservation of the Vermillion River Watershed area and maintain natural terrain characteristics surrounding the river.
5. This PUD is an efficient and effective use of land and public infrastructure to support higher quality development at a lesser cost than if each Phase were processed as a separate plat.
6. This PUD shall have municipal sewer and water service available as the proposed project progresses.
7. The proposed project uses, data centers, are permitted in the underlying zoning district, Mixed Use Commercial Industrial (MUCI).
8. The Development is consistent with the Farmington Comprehensive Plan.
9. The PUD regulations create harmony with the existing surrounding uses, the majority of which are agricultural and industrial with some low density residential.
10. The PUD design elements will ensure overall appearance and compatibility of individual buildings to other site elements as the site is developed.
11. The staff, Developer, and Planning Commission have incorporated the Council's special conditions regarding faux windows, berms, building height, and fencing into the final plan.

### ***Planning Commission Review***

The Planning Commission reviewed the Farmington Technology Park final plat and final planned unit development at their regular meeting on November 12, 2024. The Commission recommended approval of the final plat and final planned unit development with a vote of 5-0 and forwarded that recommendation on to the City Council.

### **BUDGET IMPACT:**

Not applicable

### **ACTION REQUESTED:**

By separate actions approve the following:

- Adopt Resolution 2024-109 approving and authorizing the signing of the Farmington Technology Park, contingent on the following:
  1. A Development Contract between the developer and City of Farmington shall be executed and security and fees paid. Submission of all other documents required under the Development Contract shall be required.
- Adopt Ordinance 2024-12 approving the final PUD and establishing PUD-1 - Farmington Technology Park.

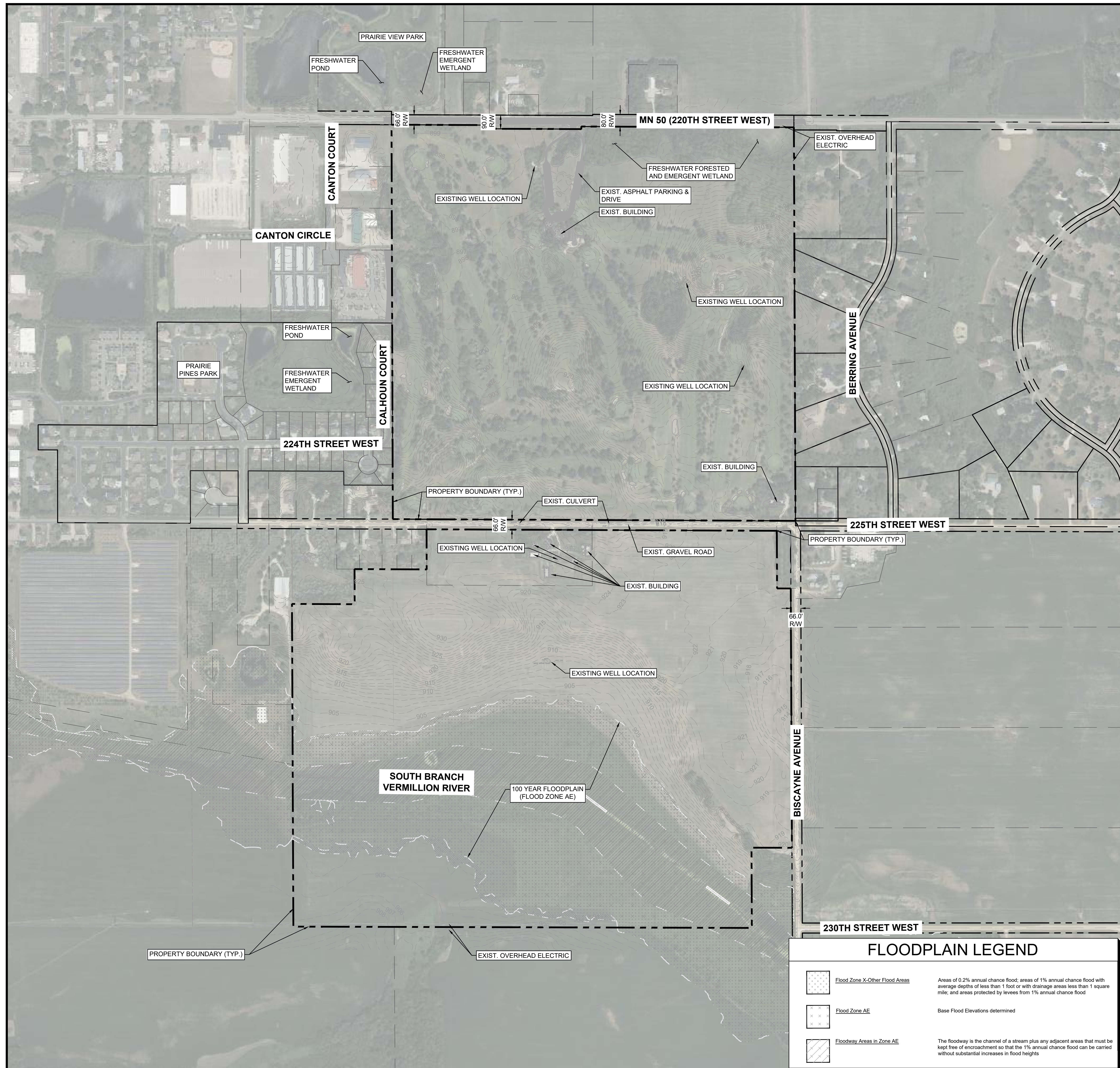
### **ATTACHMENTS:**

[2024-1113 Farmington Technology Park Final PUD Plan Set Tract's PUD Development Standards Version 6 for CC Meeting CLEAN with Only Changes shown since 11](#)  
[Final Plat Resolution](#)  
[PUD OrdinanceV2](#)  
[DOCS-#233650-v1-TRACT\\_PUD\\_OrdinanceV2\\_updated\\_11\\_18](#)









### SURVEY NOTES

- The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83-2011 Adj.).
- The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance issued by Commercial Partners Title, a division of and as agent for Fidelity National Title Insurance Company, File No. CP72878 dated April 29, 2024 at 7:00 AM, and the Commitment for Title Insurance issued by Commercial Partners Title, a division of and as agent for Fidelity National Title Insurance Company, File No. CP73107 dated September 23, 2024 at 7:00 AM.
- The surveyed property has direct access to 220th Street West, 225th Street West and Biscayne Avenue, all being public right of ways.
- No evidence of cemeteries, burial grounds or gravesites was observed in the process of conducting the fieldwork.
- This survey shows only those Improvements visible during the field survey, some structures and improvements covered by ice and snow, or underground may not be shown.

### LEGAL DESCRIPTION

Per Commitment No. CP72878:  
 The Northeast Quarter of Section 5, Township 113 North, Range 19 West, Except Parcel 12 shown on Minnesota Department of Transportation Right of Way Plat Numbered 19-162, filed June 15, 2016, as Document No. 3132934, and by Trustee Deed dated August 19, 2016, filed October 4, 2016, as Document No. 3153717.

Dakota County, Minnesota  
 Abstract Property

AND

Per Commitment No. CP73107 Supplement No. 1:  
 Parcel 1:  
 That part of the Southeast Quarter and that part of the East Half of the East Half of the Southwest Quarter, all in Section 5, Township 113 North, Range 19 West, Dakota County, Minnesota, described as follows:  
 Commencing at the Northeast corner of the Southeast Quarter of said Section 5; thence North 89 degrees 44 minutes 58 seconds West, assumed bearing, along the North line thereof, 123.00 feet for the point of beginning; thence South 00 degrees 15 minutes 34 seconds East, parallel with the East line of said Southeast Quarter, 412.00 feet; thence South 89 degrees 44 minutes 58 seconds East, 123.00 feet to the East line of said Southeast Quarter; thence South 00 degrees 15 minutes 34 seconds East, along said East line, 1706.57 feet to the Northeast corner of the South 528.00 feet of the East 299.00 feet of said Southeast Quarter; thence North 89 degrees 50 minutes 06 seconds West, 299.01 feet to the Northwest corner of said South 528.00 feet of the East 299.00 feet; thence South 00 degrees 15 minutes 34 seconds East, 528.01 feet to the Southwest corner of said South 528.00 feet of the East 299.00 feet; thence North 89 degrees 50 minutes 06 seconds West, along the South line of said Section 5, a distance of 3016.53 feet to the Southwest corner of the East Half of the East Half of the Southwest Quarter of said Section 5; thence North 00 degrees 14 minutes 38 seconds West, along the West line of said East Half of the East Half of the Southwest Quarter, 2123.51 feet to the Southwest corner of the North 528.00 feet of the West 412.50 feet of said East Half of the East Half of the Southwest Quarter; thence South 89 degrees 44 minutes 58 seconds East, along the South line of said North 528.00 feet of the West 412.50 feet, a distance of 412.52 feet to the Southeast corner thereof; thence North 00 degrees 14 minutes 38 seconds West, along the East line thereof, 231.01 feet to the South line of the North 297.00 feet of the South Half of said Section 5; thence South 89 degrees 44 minutes 58 seconds East, along said South line, 474.73 feet to the Southeast corner of the North 297.00 feet of the East 97.84 feet of the West 221.83 feet of the Southeast Quarter of said Section 5 (said point also being on the West line of the East 1089.00 feet of the West 1310.83 feet of the Southeast Quarter of said Section 5); thence South 00 degrees 11 minutes 16 seconds East, along said West line, 103.00 feet to the Southwest corner of the North 400.00 feet of the East 1089.00 feet of the West 1310.83 feet of the Southeast Quarter of said Section 5; thence South 89 degrees 44 minutes 58 seconds East, along the South line of said North 400.00 feet of the East 1089.00 feet of the West 1310.83 feet, a distance of 1089.03 feet to the Southeast corner thereof; thence North 00 degrees 11 minutes 16 seconds West, along the East line thereof, 400.01 feet to the Northeast corner thereof; thence South 89 degrees 44 minutes 58 seconds East, along the North line of the Southeast Quarter of said Section 5, a distance of 1215.29 feet to the point of beginning.

Dakota County, Minnesota  
 Abstract Property

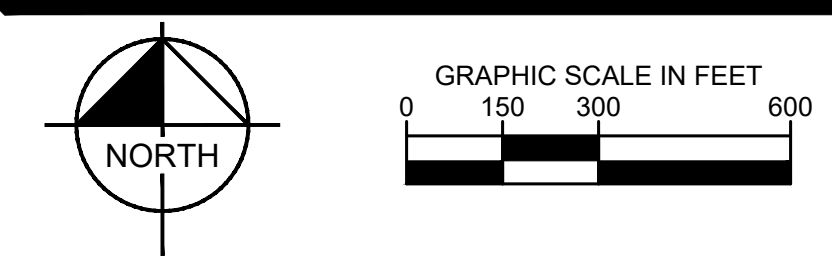
Parcel 2:  
 The North 400.00 feet of the East 1089.00 feet of the West 1310.83 feet of the Southeast Quarter of Section 5, Township 113 North, Range 19 West, Dakota County, Minnesota.  
 Abstract Property

### EXISTING CONDITIONS LEGEND

	PROPERTY LINE
	MANHOLE
	SANITARY MANHOLE
	CLEAN OUT
	CATCH BASIN
	CULVERT
	GATE VALVE
	HYDRANT
	WELL
	AIR CONDITIONER
	ELECTRIC BOX
	HANDHOLE
	UTILITY POLE
	POWER POLE WITH LIGHT
	GUY WIRE
	LIGHT
	GAS METER
	COMMUNICATION BOX
	FIBER OPTIC SIGN
	TELEPHONE SIGN
	SIGN
	CHAIN LINK FENCE
	WIRE FENCE
	WOOD FENCE
	SANITARY SEWER
	STORM SEWER
	WATERMAIN
	UNDERGROUND ELECTRIC
	OVERHEAD WIRE
	UNDERGROUND TELECOMMUNICATION
	UNDERGROUND GAS
	TREELINE
	EXISTING CONTOUR LINE
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	PAVER SURFACE

### FLOODPLAIN LEGEND

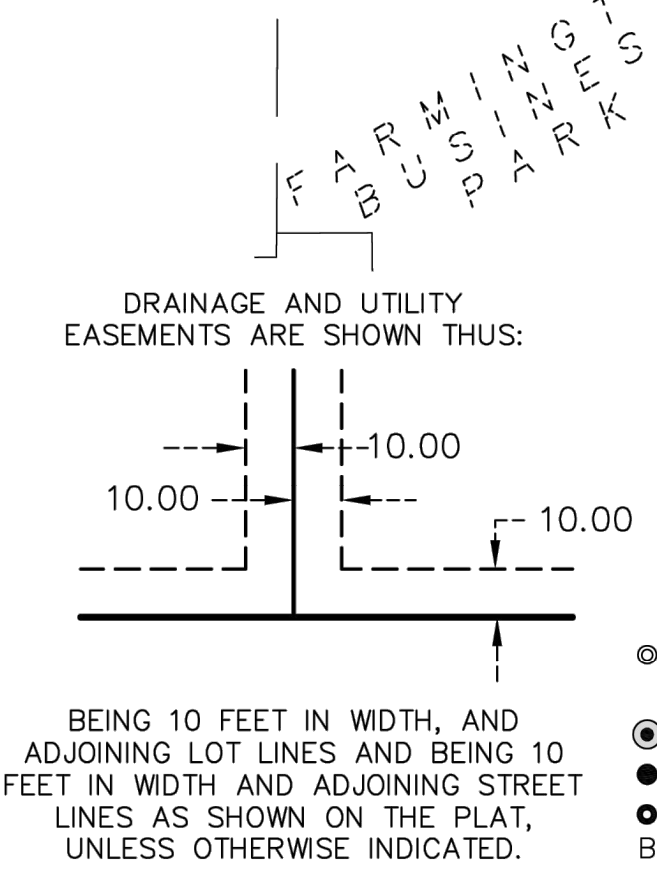
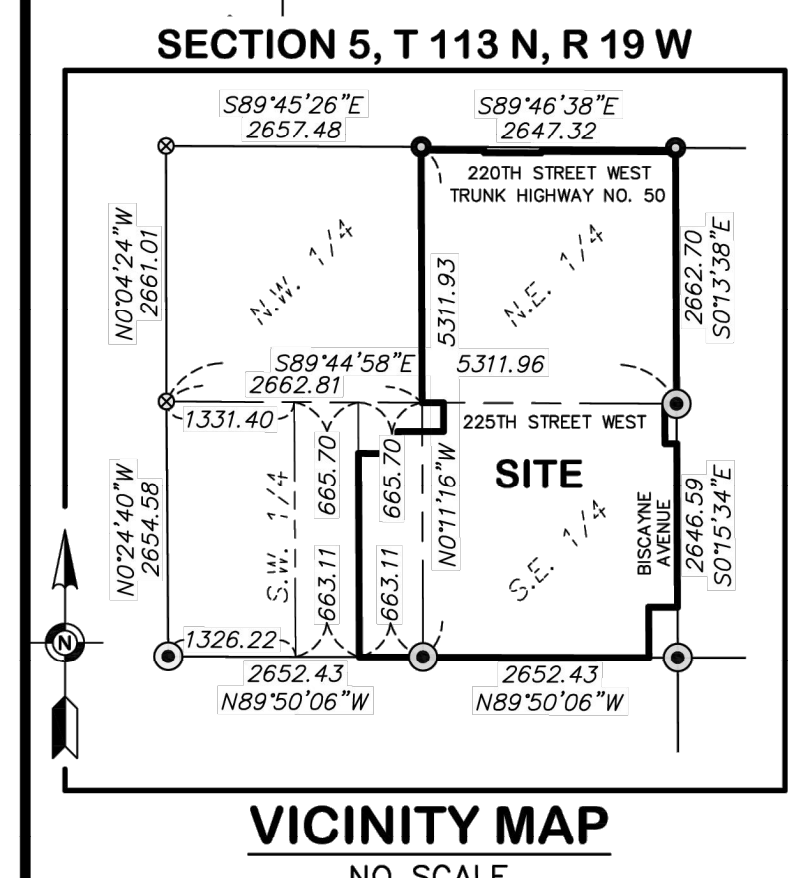
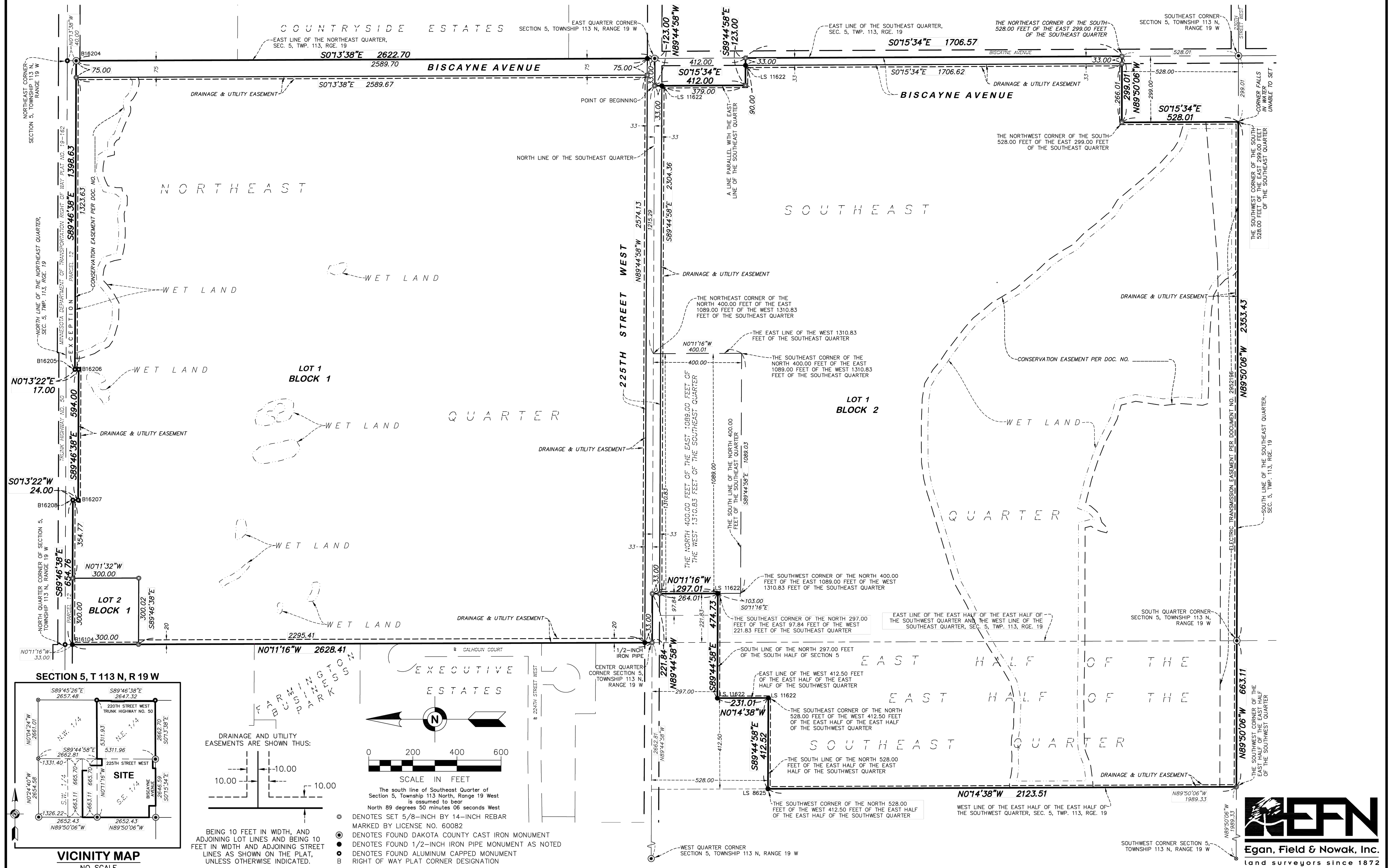
	Flood Zone X-Other Flood Areas	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood
	Flood Zone AE	Base Flood Elevations determined
	Floodway Areas in Zone AE	The floodway is the channel of a stream plus any adjacent areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights



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<p>DESIGNED BY: BLD</p> <p>DRAWN BY: BLD</p> <p>CHECKED BY: MKK</p>	<p>SCALE: AS NOTED</p> <p><b>PRELIMINARY NOT FOR CONSTRUCTION</b></p>
<p>EXISTING CONDITIONS</p>	<p>FARMINGTON TECHNOLOGY PARK</p>
<p>ORIGINAL ISSUE: 11/13/2024</p> <p>KHA PROJECT NO. 268636000</p> <p>SHEET NUMBER <b>C2</b></p>	
<p>NO.</p> <p>REVISIONS</p>	<p>DATE</p> <p>BY</p>



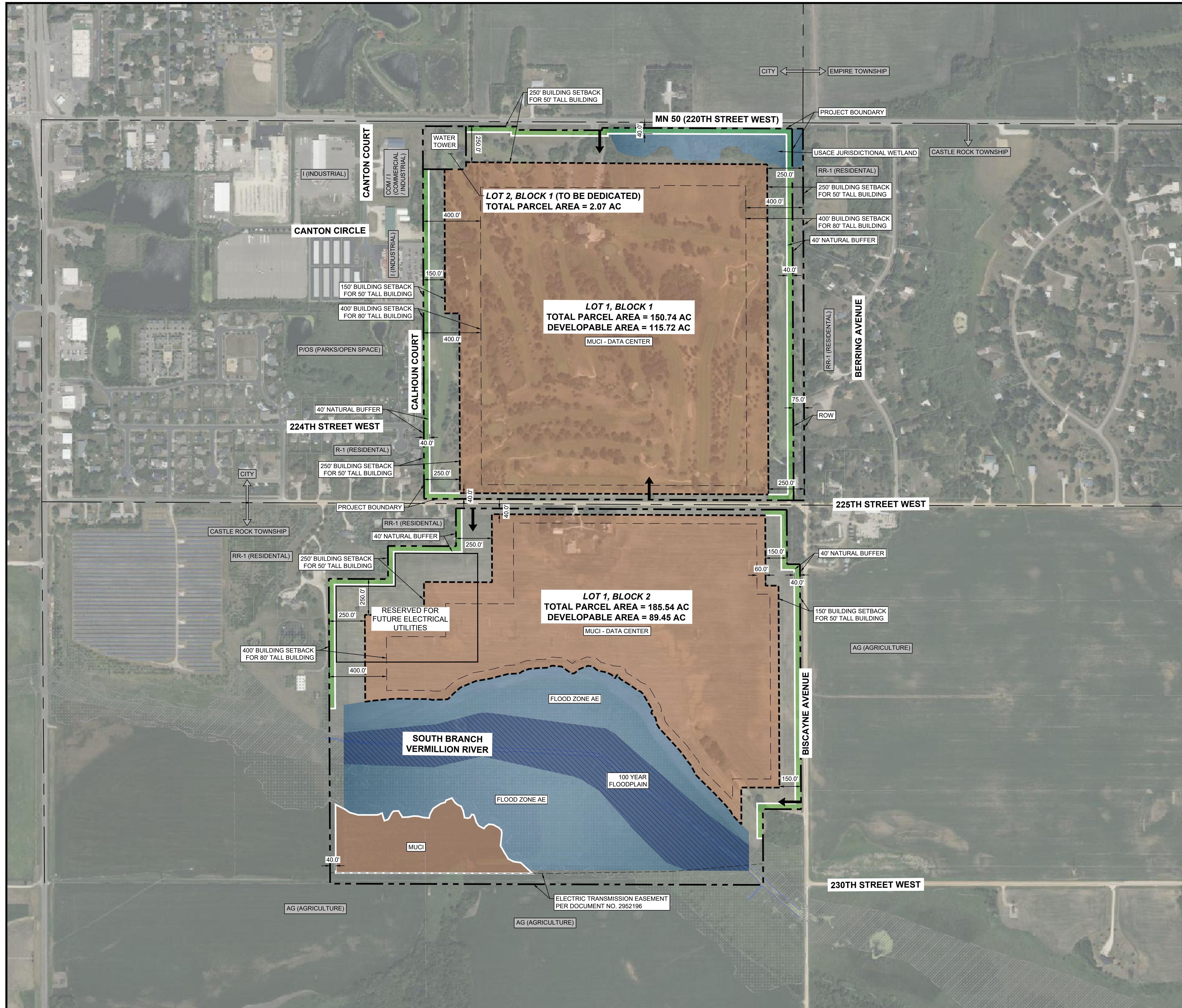
# FARMINGTON TECHNOLOGY PARK



- LEGEND**
- DENOTES SET 5/8-INCH BY 14-INCH REBAR MARKED BY LICENSE NO. 60082
  - DENOTES FOUND DAKOTA COUNTY CAST IRON MONUMENT
  - DENOTES FOUND 1/2-INCH IRON PIPE MONUMENT AS NOTED
  - DENOTES FOUND ALUMINUM CAPPED MONUMENT
  - B RIGHT OF WAY PLAT CORNER DESIGNATION

**Egan, Field & Nowak, Inc.**  
land surveyors since 1872

SCALE: AS NOTED	DESIGNED BY: BLD	DRAWN BY: BLD	CHECKED BY: MKK
PRELIMINARY NOT FOR CONSTRUCTION			
tract			
FINAL PLAT			
FARMINGTON TECHNOLOGY PARK			
ORIGINAL ISSUE: 11/13/2024	KHA PROJECT NO. 26863000		
SHEET NUMBER <b>C3.1</b>			
No.	REVISIONS	DATE	BY



### LEGEND

- PROPERTY LINE
- 50' TALL BUILDING SETBACK
- 80' TALL BUILDING SETBACK
- DEVELOPMENT AREAS
- 100 YEAR FLOODPLAIN
- USACE JURISDICTIONAL WETLAND
- NATURAL BUFFER
- PROPOSED ACCESS LOCATION
- JURISDICTION

### BUILDING DATA

MAXIMUM BUILDING HEIGHT	80 FT **
-------------------------	----------

### PARKING SUMMARY

REQUIRED PARKING	1 PER 1,000 SF OF OFFICE
TOTAL PROPOSED PARKING	TBD

\*\* BUILDING HEIGHT IS TO BE 50 FEET AT THE BUILDING SETBACK LINE. 80 FOOT TALL BUILDINGS SHALL BE SETBACK A MINIMUM OF 400 FEET FROM THE PROPERTY LINE ADJACENT TO A RESIDENTIAL ZONE DISTRICT.

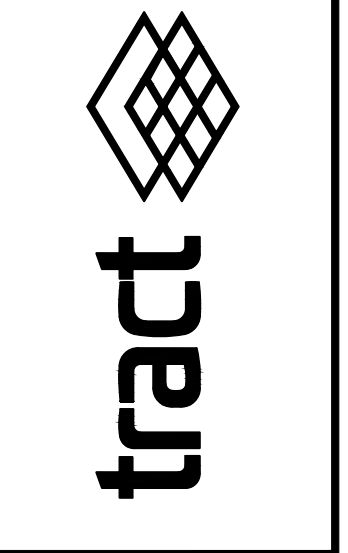
- ### LAND USE PLAN NOTES
- PLANS ARE FOR CONCEPTUAL PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION.
  - HAUL AND CONSTRUCTION TRAFFIC ROUTES ADJACENT TO THE SITE WILL INCLUDE THE FOLLOWING ROADWAYS:
    - MN HWY 50 (220TH STREET WEST)
    - 225TH STREET WEST, WEST OF BISCAYNE AVENUE
    - BISCAYNE AVENUE

NO.	REVISIONS	DATE	BY

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 KANSAS CITY, MO 64105  
 WWW.KIMLEY-HORN.COM

SCALE: AS NOTED  
 DESIGNED BY: BLD  
 DRAWN BY: BLD  
 CHECKED BY: MKK

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

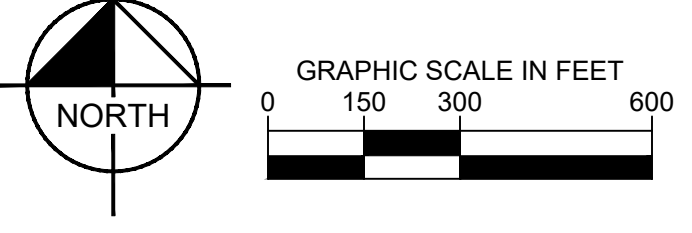


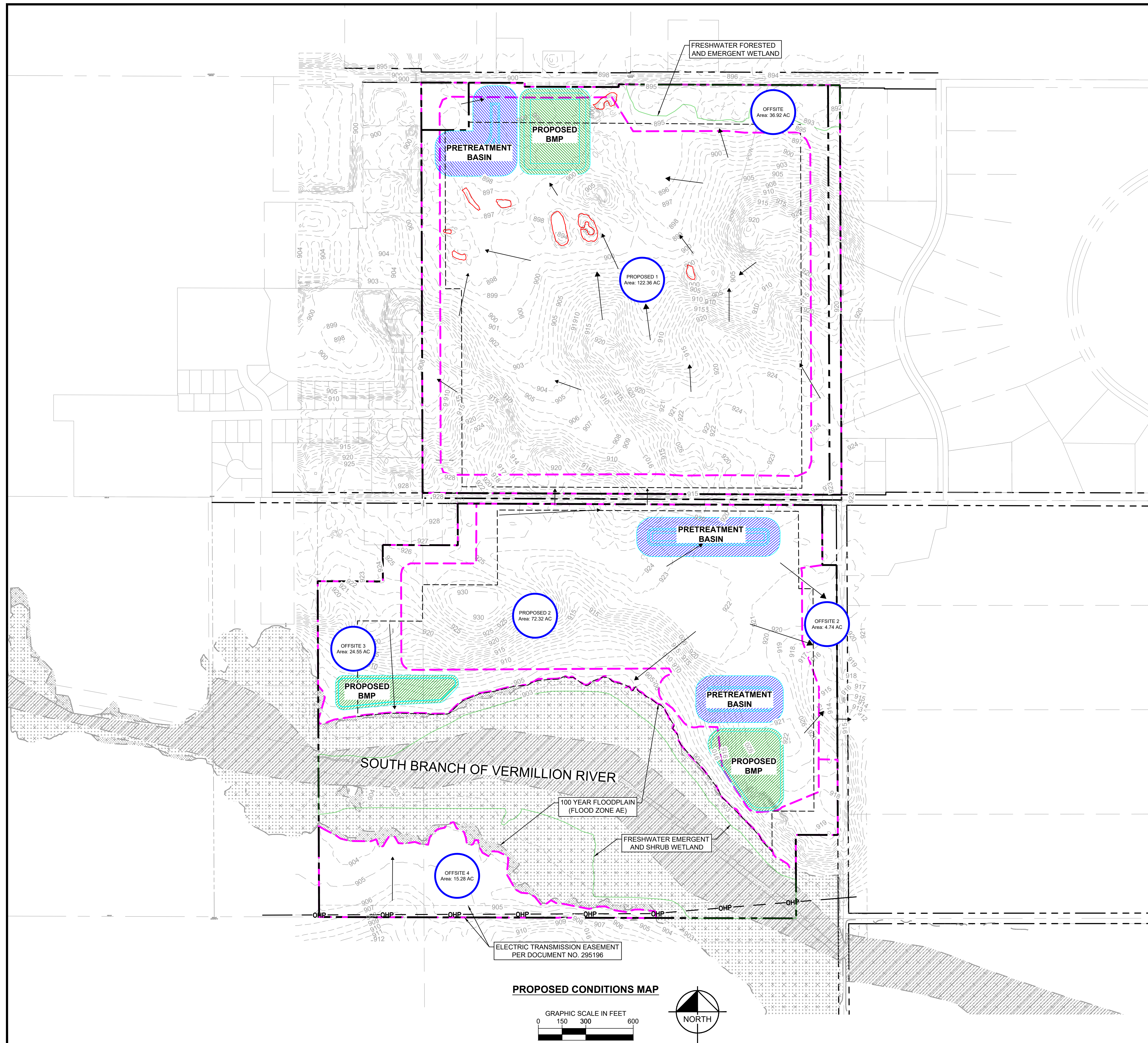
LAND USE PLAN

FARMINGTON  
 TECHNOLOGY  
 PARK

ORIGINAL ISSUE:  
 11/13/2024  
 KHA PROJECT NO.  
 268636000  
 SHEET NUMBER

**C4**





### DRAINAGE MAP LEGEND

	EXISTING DRAINAGE AREAS
	PROPOSED DRAINAGE AREAS
	PROPOSED BMP
	NON-JURISDICTIONAL WETLAND
	USACE JURISDICTIONAL WETLAND
	PRETREATMENT DEAD STORAGE VOLUME
	BMP INFILTRATION/FILTRATION VOLUME
	MAJOR CONTOUR
	MINOR CONTOUR
	EXISTING FLOW ARROW
	50' TALL BUILDING SETBACK
	PROPOSED EASEMENT
	DRAINAGE AREA LABEL

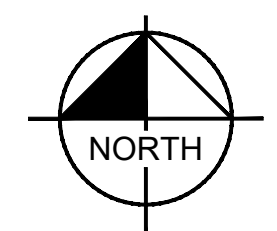
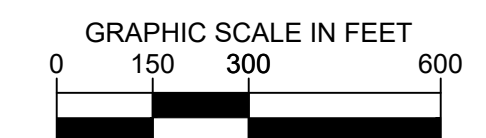
### DRAINAGE ESTIMATES

BLOCK 1, LOT 1 & 2 (NORTH PARCEL)	BLOCK 2, LOT 1 (SOUTH PARCEL)
IMPERVIOUS AREA: 98.5 AC	IMPERVIOUS AREA: 51.1 AC
BMP FILTRATION VOLUME: 595,171 CF	BMP FILTRATION VOLUME: 188,348 CF
BMP FOOTPRINT: 248,990 SF	BMP FOOTPRINT: 369,979 SF
PRETREATMENT DEAD STORAGE VOLUME: 344,316 SF	PRETREATMENT DEAD STORAGE VOLUME: 201,525 SF
PRETREATMENT FOOTPRINT: 212,140 SF	PRETREATMENT FOOTPRINT: 73,799 SF
BMP MAX ESTIMATED BOUNCE: 10 FT	BMP MAX ESTIMATED BOUNCE: 5 FT

### NOTES

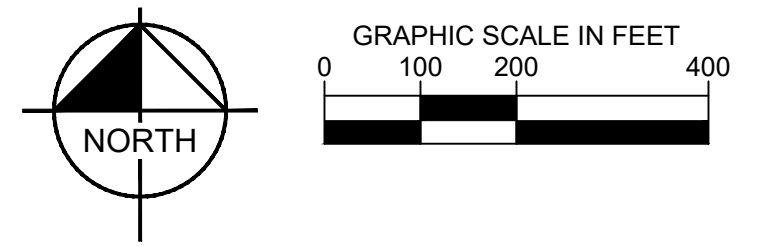
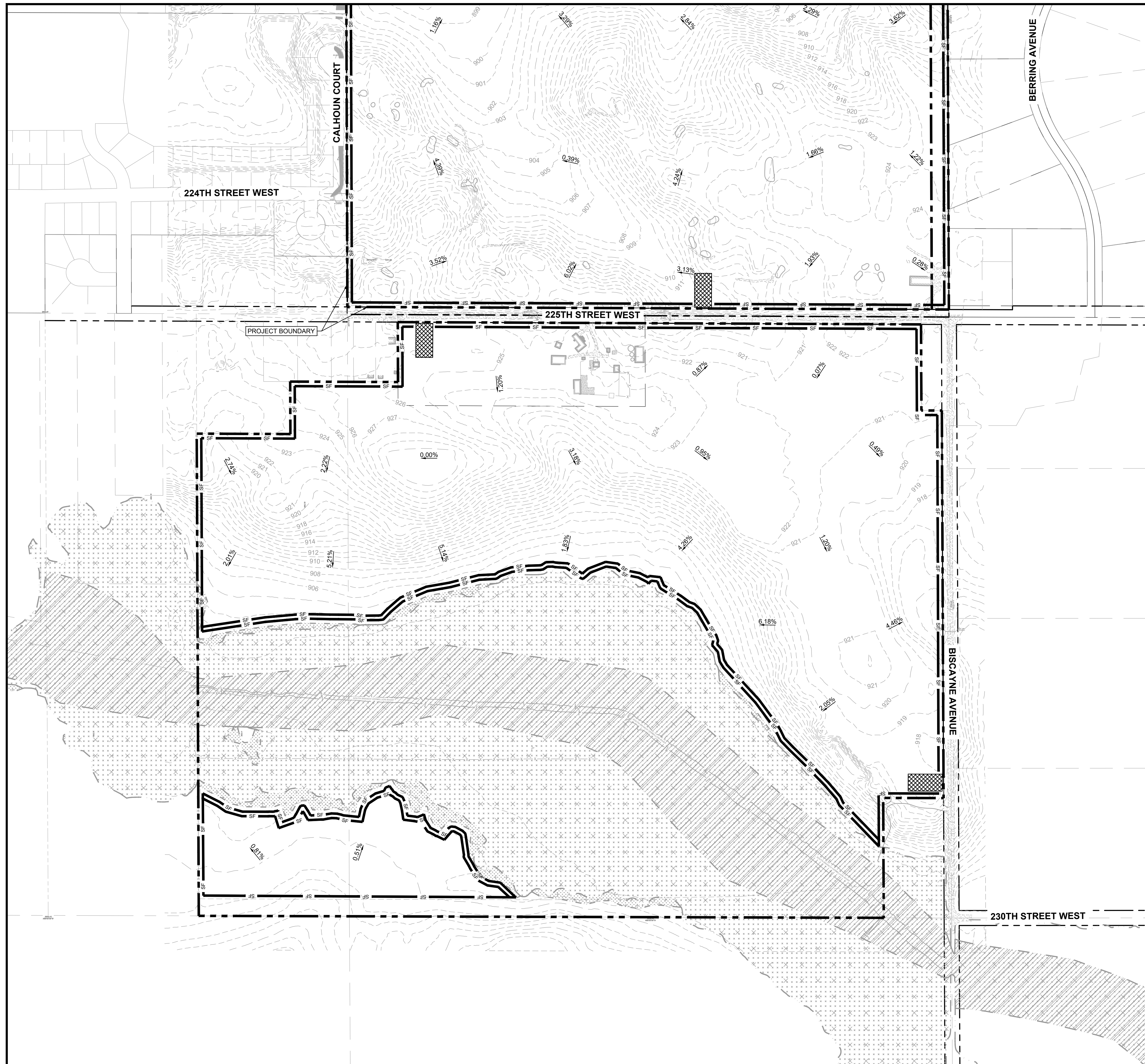
1. THE PROPOSED SITE LAYOUT SHOWN ON THIS PLAN, IS CONCEPTUAL IN NATURE. PRETREATMENT BASINS AND PROPOSED BMPs MAY BE MODIFIED OR RELOCATED SUBJECT TO SITE PLAN REVIEW AND APPROVAL. DRAINAGE ESTIMATES ARE ALSO SUBJECT TO CHANGE.

**PROPOSED CONDITIONS MAP**



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 <b>tract</b>	<b>DRAINAGE PLAN</b>
<b>FARMINGTON TECHNOLOGY PARK</b>	ORIGINAL ISSUE: 11/13/2024 KHA PROJECT NO. 268636000 SHEET NUMBER <b>C5</b>



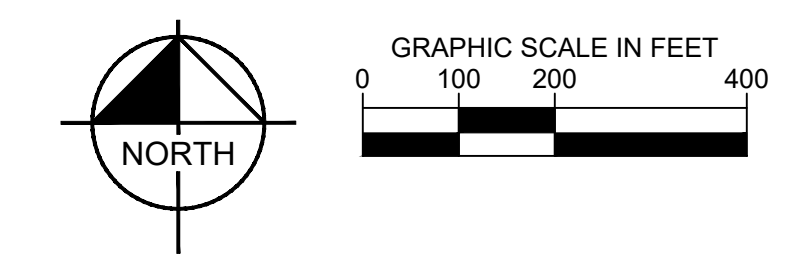
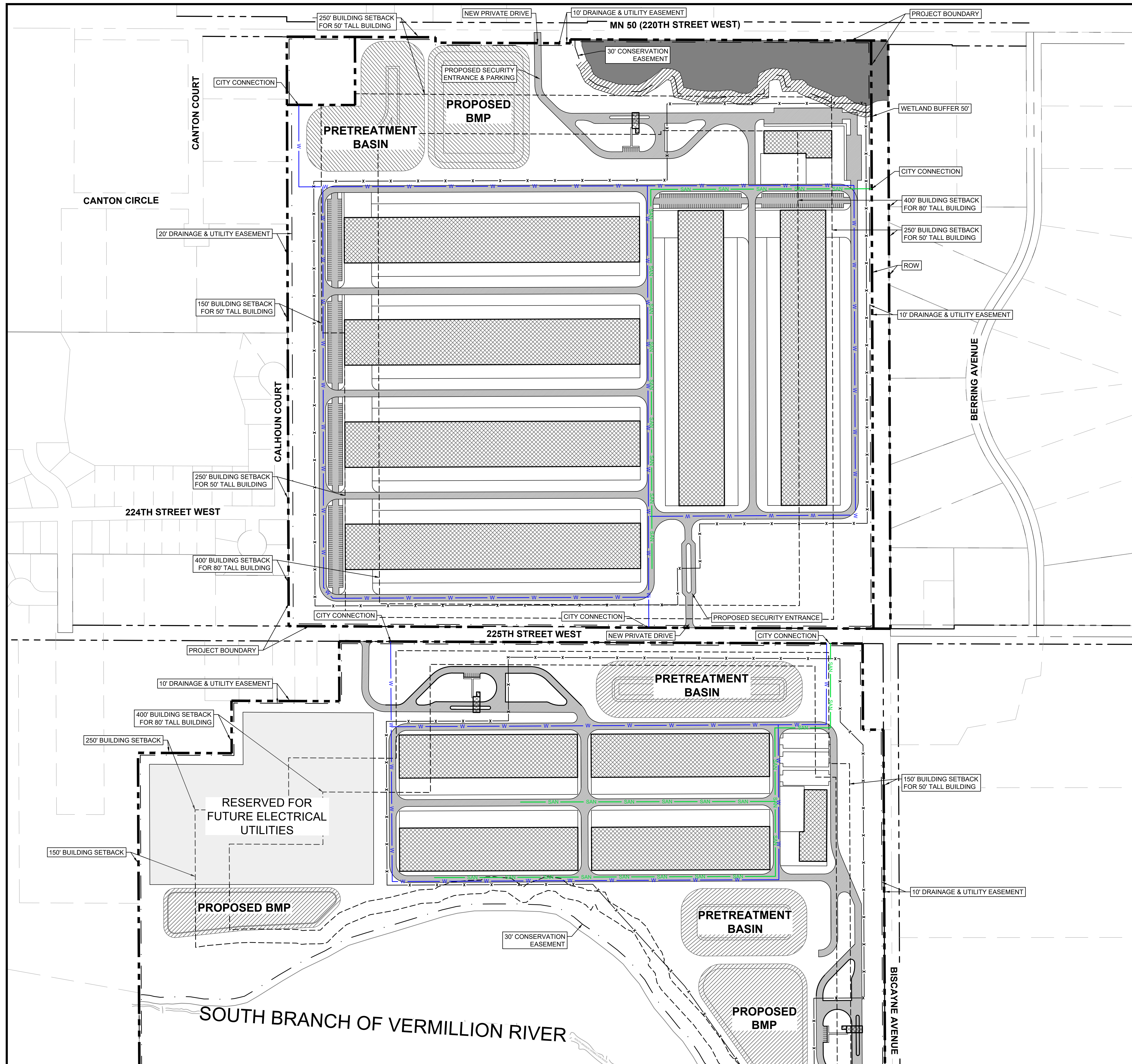


LEGEND	
	PROPERTY LINE
	PROPOSED SILT FENCE
	ROCK CONSTRUCTION ENTRANCE

- EROSION CONTROL PLAN NOTES**
- ALL PERIMETER SILT FENCE AND ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
  - THE CONTRACTOR SHALL CONSTRUCT DRAINAGE BASINS PRIOR TO SITE GRADING.
  - THE CONTRACTOR SHALL INSTALL CATCH BASIN EROSION CONTROL MEASURES.
  - WITHIN TWO WEEKS (14 DAYS) OF SITE GRADING, ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, SOD, OR ROCK BASE. REFER TO LANDSCAPE PLANS FOR MATERIALS.
  - ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, STATE, AND WATERSHED DISTRICT PERMITS.
  - THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF SILT IN FRONT OF SILT FENCES DURING THE DURATION OF THE CONSTRUCTION.
  - ANY EXCESS SEDIMENT IN PROPOSED BASINS SHALL BE REMOVED BY THE CONTRACTOR.
  - REMOVAL ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
  - THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS AND SHALL SWEEP ADJACENT STREETS AS NECESSARY IN ACCORDANCE WITH CITY REQUIREMENTS.
  - IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
  - PLANS ARE FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. EROSION CONTROL MEASURES MAY BE MODIFIED SUBJECT TO SITE PLAN REVIEW AND APPROVAL.

SCALE: AS NOTED	DESIGNED BY: BLD	DRAWN BY: BLD	CHECKED BY: MKK
<b>PRELIMINARY NOT FOR CONSTRUCTION</b>			
PHASE 1 EROSION CONTROL SOUTH LOT			
FARMINGTON TECHNOLOGY PARK			
ORIGINAL ISSUE: 11/13/2024			
KHA PROJECT NO. 268636000			
SHEET NUMBER <b>C6.1</b>			
NO.	DATE	REVISIONS	BY

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LEGEND	
	PROPERTY LINE
	EXISTING EASEMENT
	BUILDING SETBACK
	PROPOSED FENCE
	PROPOSED SANITARY SEWER
	PROPOSED WATER LINE
	WETLAND BUFFER 50'
	WETLAND
	PROPOSED EASEMENT

**UTILITY PLAN NOTES**

- ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE).
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 7'-5" COVER ON ALL WATERLINES.
- IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES, OR ANY OBSTRUCTION (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE 30" 40 OR 50" WITH MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18" VERTICAL SEPARATION. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI Z1.11 (AWWA C-151) (CLASS 50).
- LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
- EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY OF FARMINGTON AND/OR STATE OF MN WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES.
- CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
- PLANS ARE FOR CONCEPTUAL PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. UTILITIES AND INFRASTRUCTURE MAY BE MODIFIED SUBJECT TO SITE PLAN REVIEW AND APPROVAL.


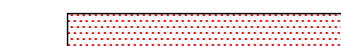

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SCALE: AS NOTED	DESIGNED BY: BLD	DRAWN BY: BLD	CHECKED BY: MKK
<p>PRELIMINARY NOT FOR CONSTRUCTION</p>			
<p>SCHEMATIC UTILITY PLAN</p>			
<p>FARMINGTON TECHNOLOGY PARK</p>			
ORIGINAL ISSUE: 11/13/2024			
KHA PROJECT NO. 268636000			
SHEET NUMBER <b>C7</b>			

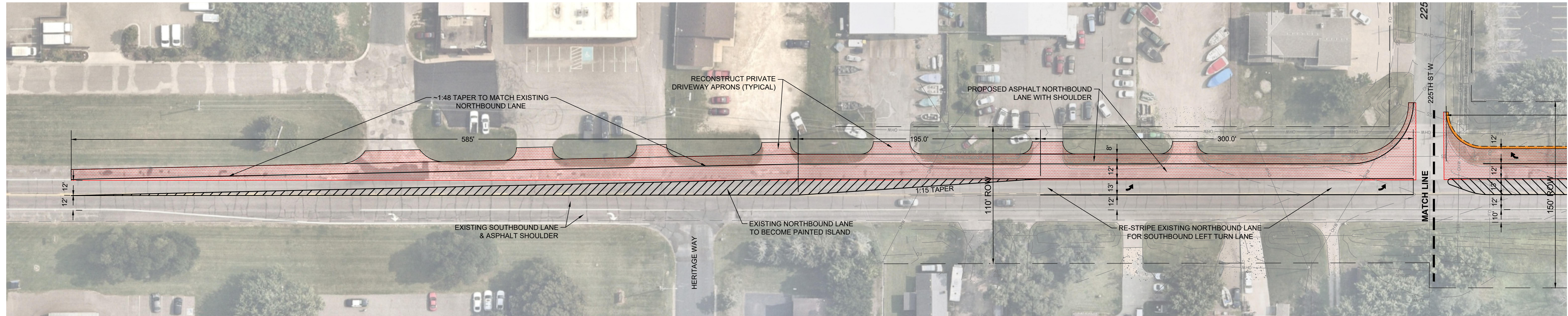


KEY MAP

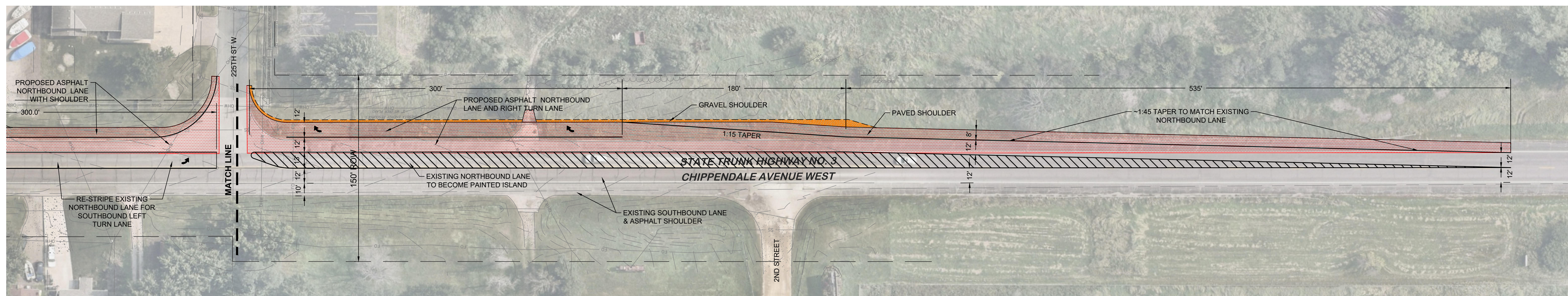
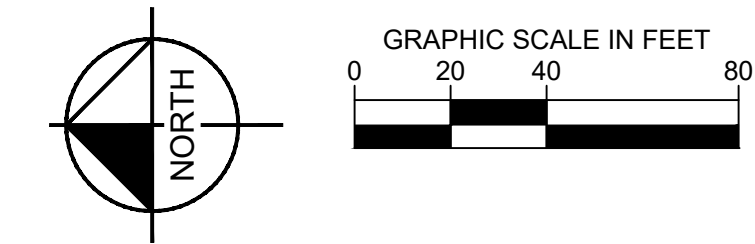


LEGEND

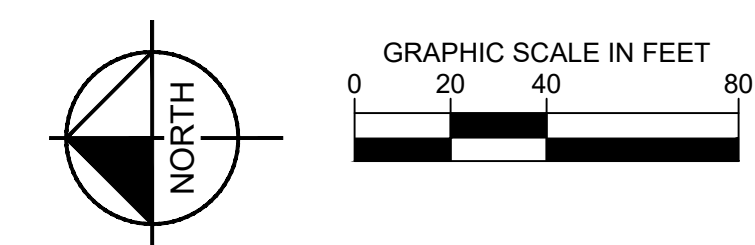
-  RIGHT-OF-WAY LINE
-  BITUMINOUS PAVEMENT
-  GRAVEL SHOULDER



**B3** CHIPPENDALE AVE WEST (T.H. 3) PROPOSED RIGHT TURN AND FULL LEFT TURN LANE - NORTH SECTION



**B4** CHIPPENDALE AVE WEST (T.H. 3) PROPOSED RIGHT TURN AND FULL LEFT TURN LANE - SOUTH SECTION



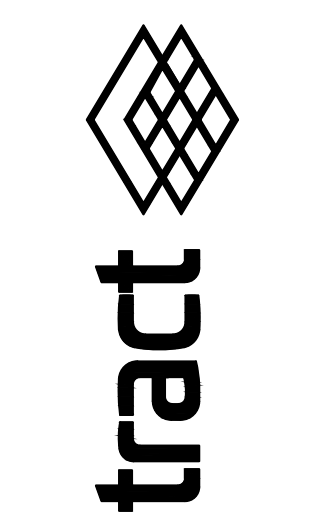
NOTE: PLANS ARE FOR CONCEPTUAL PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. IMPROVEMENTS MAY BE MODIFIED SUBJECT TO SITE PLAN REVIEW AND APPROVAL.

No.	REVISIONS	DATE	BY

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SCALE: AS NOTED  
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 DRAWN BY: BLD  
 CHECKED BY: MDK

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION



CHIPPENDALE AVE  
 FULL LEFT TURN  
 LANE

FARMINGTON  
 TECHNOLOGY  
 PARK

ORIGINAL ISSUE:  
 11/13/2024  
 KHA PROJECT NO.  
 268636000  
 SHEET NUMBER

**R2**

**Development Standards**

- 1. **Building** Setbacks:
  - a. Adjacent to Residential Uses: 250-feet
  - b. Adjacent to Non-Residential Uses: 150-feet
  - c. From the 75' **easement ROW** dedication on the east side of Lot 1, Block 1: 175-feet
  - d. Adjacent to Lot **2 (Water Storage Tank)**: 0-foot from internal property lines within the overall PUD. Applicable MUCI setbacks shall apply to property lines not adjacent to the PUD.
  - e. Adjacent **to MN225 St. West**: 40-feet
  - f. Adjacent to the southern property line of Lot 3 and the western property line of Lot 3 north to the designated floodzone: 40-feet

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- 2. Natural Buffers: A natural buffer of 40 feet from all perimeter property lines, except for those listed below, is established under this PUD:

- a. Existing, healthy trees shall be retained in the natural buffer, to the greatest extent practicable, in accordance with Section 10-6-11 of the Farmington Municipal Code. **Utilities, access drives, landscaping, perimeter fencing and berms may be located in the natural buffer. Except as otherwise permitted under Section 6(a)(ii), Security fencing, security gates, and guard buildings shall be located outside on the interior side** of the natural buffer. Where there are no existing trees in the natural buffer that qualify for preservation under Section 10.6.11 et.al of the Farmington Municipal Code, then stormwater features may be located in the natural buffer provided they are adequately landscaped in accordance with the applicable sections of the Farmington Municipal Code, unless otherwise approved by the Planning Director.

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- b. Exceptions:
  - i. **Adjacent to MN 225 St. West**
  - ii. Adjacent to Lot 2: Only the eastern most property line south of the 40-foot natural buffer adjacent to **MN 220<sup>th</sup> State Highway 50** and adjacent to the southern property line outside of the 150' setback adjacent to the western property line of Lot 1.

- 3. Landscaping: In addition to the applicable landscaping standard set forth in Section 10.6.10 of the Farmington City Code, the following additional landscaping standards shall apply:

- a. **Drought tolerant, native plants shall be utilized throughout the site. A diversity of coniferous and deciduous plant material shall be used subject to and as determined through the planting plan review during the site plan**

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process. Additionally, a mix of fast and slower growing tree species shall be planted.

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- b. Rock, gravel, and/or mulch may also be used as an accent material for maintenance areas directly adjacent to a building, around utility access points (i.e. manholes, control valves, and hand holes), or in mechanical areas.
- c. Where parking areas are located a minimum of 300 feet from a public road or residential use, and the parking area is screened by the building location, parking lot landscaping shall not be required. However, End Islands of Parking Aisles that are visible from a public street or residential use shall be landscaped in accordance with Section 10.16.10(D)8(e)
- d. Berms are required to be constructed where development occurs adjacent to residential uses. Berms may be allowed up to 10-feet in height from existing grade in order to incorporate more aesthetic visual features into the site. Berms over ten-feet in height may be allowed subject to administrative site plan review and approval by the City. Additionally, landscaping may be installed on the berms and walls where feasible.
- e. Any berms approved with a site plan for a data center building shall be constructed prior to the first foundation inspection for any building included in the associated approved site plan. Landscaping associated with the berm shall be installed during the Minnesota growing season. If construction of berms are completed outside of the Minnesota growing season, then all required landscaping shall be installed by June 1 of the subsequent growing season.

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4. Easement for future County Road: As set forth in more detail in the Farmington Technology Park Development Agreement, a 75 foot access, utility, and pedestrian easement shall be provided along the future alignment of Biscayne Ave. West adjacent to Lot 1. Private utilities may also be installed within the easement. Public utilities, access, and the public trail may not be installed until such time the easement is dedicated as ROW to the County in accordance with the terms of the Farmington Technology Park Development Agreement.

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#### 5.4. General Design Standards:

- a. Principal Building Facades will meet the following standards:
  - i. For the purposes of this subsection, the term "principal building facades" shall include all building facades substantially visible to abutting public roads or adjacent to planned or existing residential districts.

ii. Principal building facades shall avoid the use of undifferentiated surfaces by including at least two (2) of the following design elements:

- change in building height
- building step-backs, projections or recesses
- fenestration
- changes in building material, pattern, texture, color
- use of accent material
- overhangs
- canopies or porticos
- arcades
- variations in the roof line
- Faux windows
- Green walls
- Other enhanced design elements which may be approved by the Planning Commission

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iii. When a building has more than one principal facade, such facades shall be consistent in their design, materials, details, and treatments.

b. Screening of Building Mechanical Equipment and Critical Infrastructure

i. Ground-level mechanical equipment or accessory uses (not including parking areas) that are visible from public rights-of-way and/or adjacent residential dwellings will be screened from public view using one or multiple of the following methods of screening:

1. A principal structure;
2. Existing vegetation that will remain on the Property, or new, planted vegetation (ex. evergreens or shrubs) that fully screens the equipment from public view;
- ~~3.~~ A visually solid fence, screen wall or panel, or other visually solid screen that shall be constructed of materials that are matching or consistent in style, color and/or texture with those used in the exterior construction of the principal building. Chain link fencing with slats is not permitted to satisfy this requirement.

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ii. Above-ground mechanical equipment and structures will be screened from view from adjacent public streets and residential dwellings.

iii. Any mechanical units placed on the rooftops of buildings shall be screened from view from adjacent public streets and residential

dwelling by architectural features which are compatible with building façade architecture. The method of screening shall be provided and reviewed with the Planning Director's review of the building elevations. The screening of roof mounted equipment shall be excluded from the overall height limitation but in no instance shall exceed 80-feet. Rooftop equipment should be centrally located on the roof where feasible.

- iv. All buildings are exempt from any existing or future City requirement to install roof-mounted solar equipment.

6.5. Building height: Maximum building height for Principal Structures is 80 feet. However, the maximum height at the building setback line is 50 feet. For each one-foot increase in building height, the building must be stepped back two five feet.

- a. 80' tall buildings shall be setback a minimum of 400' from the property line adjacent to a residential zone district.
- b. Maximum building height for accessory structures-buildings is 50 feet.

6. Fences height:

a. Security fencing:

- i. Maximum fence height of 14 feet.
- ii. Must be located on the inside edge of the natural buffer interior to the site unless otherwise approved by the City.

b. Perimeter fencing

- i. Maximum fence height of 7 feet.
- ii. In locations where the existing fence will be relocated to the property line on the west side of the project boundary, applicant shall provide adjacent property owners with the opportunity to collectively decide between three choices of fence material and design to include, but not be limited to: wood, chain link, or metal. Applicant shall also replace any damaged landscaping resulting from the fence replacement.

7. Electric Utility Lines:

- a. Data centers are typically fed power from the utility's transmission system directly to the data center site. Depending on the utility, transmission voltage is typically 69kV or greater. Transmission lines are typically installed overhead for safety and cost effectiveness.
- b. Permanent distribution lines on data center campuses are typically installed underground.
- c. Temporary overhead power distribution lines for construction power will likely be installed above-ground. It has not been determined how

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construction power will be constructed or served. Temporary lines, which look like standard utility distribution lines, provide power for the construction of buildings and the support of building operations. These lines shall remain in use until the permanent underground service from the on-site substation is operational, and building construction is completed. The temporary distribution equipment may be rerouted to serve additional construction sites or removed altogether by the electric utility.

d. The transition from the transmission system is a switching station/substation, which may or may not be on the data center site. The switching station / substation is an integral use associated with the data center operations.

8. Noise:

a. Noise generated from the site shall meet the applicable noise ordinance requirements as established by the Minnesota Pollution Control Agency.

b. Prior to the approval of a site plan, the applicant shall provide a noise study to demonstrate that the applicable noise levels will not be exceeded. At the time of site plan and building permit review, additional noise attenuation measures to ensure that MPCA noise rules are adhered to may be required.

c. In addition to the foregoing, Applicant agrees to install physical sound attenuation on any mechanical equipment (including but not limited to ground supported barriers, earthen berms, mechanical screening or other attenuation techniques as specifically called out in subsequent sound studies) that is installed at a data center building located within 1,200 feet of any adjacent residential use and that is either (i) installed on the rooftop of such building or (ii) that is installed on the exterior side of such data center building and directly facing such adjacent residential uses, in each case unless a noise study demonstrates that there is no incremental noise from such mechanical equipment as a result of the foregoing installation locations.

9. Parking: 1 parking space / 1,000 sf of office use. Parking spaces are not required for designated data hall areas. Minimum parking may be modified based on a parking study provided with a site plan or building permit application, as applicable.

10. Substations shall be exempt from the design regulations of the MUCI Zoning District. Mechanical and electrical equipment will be housed in mechanical yards that are fenced and screened.

a. The property may have outdoor mechanical and electrical equipment of size (not to exceed the aggregate building footprint), number, volume, and location to sufficiently serve the buildings and be in relational proximity to the buildings.

b. Security fencing around a substation shall be setback a minimum of 30-feet from a property line adjacent to a residential zoned property. Any

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substation equipment shall be setback a minimum of 50-feet from a property line adjacent to a residential zoned property

11. Private Communication Towers are permitted up to a maximum height of 80 feet and are subject to the building setback requirements.
12. Maximum Lot Coverage of All Uses: There is no maximum lot coverage for all uses built in the designated "developable area".
13. Lighting. The maximum height of pole-mounted exterior lighting shall be eighteen feet (18'). All exterior lighting fixtures, including pole-mounted exterior lighting and building-mounted exterior lighting, shall be fully shielded with house side shields installed. Lighting shall not exceed .50 foot-candles at the interior edge of the natural buffer, as applicable. Lighting that is exempt from these requirements includes temporary lighting and lighting provided for emergency or safety and security purposes as required by: the Building Code, Electrical Code, or otherwise within the City Code. Signage related to the authorized uses shall not be illuminated. The uplighting of buildings is prohibited. The maximum height of any building-mounted exterior light fixture shall be 35 feet in height, with the exception of motion-activated security lighting.

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**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 2024-109**

**A RESOLUTION APPROVING AND AUTHORIZING  
SIGNING OF FINAL PLAT  
FARMINGTON TECHNOLOGY PARK**

**WHEREAS**, the final plat for the Farmington Technology Park is now before the Council for review and approval; and

**WHEREAS**, a public hearing of the Planning Commission was held for the preliminary plat on the 10<sup>th</sup> day of September, 2024 after notice of the same was published in the official newspaper of the City and proper notice sent to surrounding property owners; and

**WHEREAS**, the Planning Commission reviewed the final plat on November 12, 2024 and recommended approval of the final plat; and

**WHEREAS**, the City Council reviewed the final plat; and

**WHEREAS**, the City Engineer has rendered an opinion that the proposed plat can be feasibly served by municipal services.

**NOW, THEREFORE, BE IT RESOLVED**, the final plat for Farmington Technology Park be approved and the requisite signatures are authorized to be affixed to the final plat subject to the following contingency:

1. A Development Contract between the developer and City of Farmington shall be executed and security and fees paid. Submission of all other documents required under the Development Contract shall be required.

Adopted by the City Council of the City of Farmington, Minnesota, this 18<sup>th</sup> day of November 2024.

ATTEST:

\_\_\_\_\_  
Joshua Hoyt, Mayor

\_\_\_\_\_  
Shirley R Buecksler, City Clerk

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. 2024-12**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 5, SECTION 19 OF THE FARMINGTON  
CITY CODE, ADDING PUD-1 – FARMINGTON TECHNOLOGY PARK TO THE ZONING  
CODE AND ESTABLISHING DEVELOPMENT STANDARDS**

The City Council of the City of Farmington ordains:

**SECTION 1.** Title 10, Chapter 5, Section 19 of the Farmington City Code is amended by adding the language as follows:

(G) Planned Unit Development Districts

1. PUD-1 – Farmington Technology Park

(a) Development plans. The following plans are required to be reviewed and approved by the City and must be in conformance with all standards listed below:

- (1) Site Plans
- (2) Landscaping Plans
- (3) Lighting Plans
- (4) Noise Studies
- (5) Grading Plans
- (6) Building Plans
- (7) Storm Water Plans
- (8) Utility Plans

(b) Permitted uses. The following uses are permitted uses in PUD-1:

- (1) Data Center Technology Park

(c) Accessory uses. The following uses shall be permitted accessory uses in the PUD-1:

- (1) Electric Substations

(d) Special development standards.

(1) Building Setbacks.

- a. Adjacent to residential uses: 250-feet
- b. Adjacent to non-residential uses: 150-feet
- c. From the 75' ROW dedication on the east side of Lot 1, Block 1: 175-feet.
- d. Adjacent to Lot 2: 0-foot from internal property lines within the overall PUD. Applicable MUCI setbacks shall apply to property lines not adjacent to the PUD.
- e. Adjacent to 225<sup>th</sup> Street West: 40-feet.
- f. Adjacent to the southern property line of Lot 3 and the western property line of Lot 3 north to the designated floodzone: 40-feet.

- (2) Natural Buffers. A natural buffer of 40 feet from all perimeter property lines, except for this listed below, is established under this PUD:
- a. Existing, healthy trees shall be retained in the natural buffer, to the greatest extent practicable, in accordance with Section 10-6-11 of the Farmington City Code. Utilities, access drives landscaping, perimeter fencing and berms may be located in the natural buffer. Except as otherwise permitted under Section 6(a)(ii), Security fencing, security gates, and guard buildings shall be located on the interior side of the Natural Buffer. Where there are no existing trees in the natural buffer that qualify for preservation under Section 10-6-11 et.al of the Farmington City Code, then stormwater features may be located in the natural buffer provided they are adequately landscaped in accordance with the applicable sections of eh Farmington City Code, unless otherwise approved by the Planning Division.
  - b. Exceptions:
    - i. Adjacent to 225<sup>th</sup> Street West
    - ii. Adjacent to Lot 2: Only the eastern most property line south of the 40-foot natural buffer adjacent to State Highway 50 and adjacent to the southern property line outside of the 150' setback adjacent to the western property line of Lot 1.
- (3) Landscaping. In addition to the applicable landscaping standard set forth in Section 10-6-10 of the Farmington City Code, the following additional landscaping standards shall apply:
- a. Drought tolerant, native plants shall be utilized throughout the site. A diversity of coniferous and deciduous plant material shall be used subject to and as determined through the planting plan review during the site plan process. Additionally, a mix of fast and slower growing tree species shall be planted.
  - b. Rock, gravel, and/or mulch may also be used as an accent material for maintenance areas directly adjacent to a building, around utility access points (i.e. manholes, control valves, and hand holes), or in mechanical areas.
  - c. Where parking areas are located a minimum of 300 feet from a public road or residential use, and the parking area is screened by building location, parking lot landscaping shall not be required. However, end islands of parking aisles that are visible from a public street or residential use shall be landscaped in accordance with Section 10-16.10(D)8(e).
  - d. Berms are required to be constructed where development occurs adjacent to residential uses. Berms may be allowed up to 10-feet in height from existing grade in order to incorporate more aesthetic visual features into the site. Berms over ten-feet in height may be allowed subject to administrative site plan review and approval by the City. Additionally, landscaping may be installed on the berms and walls where feasible.
  - e. Any berms approved with a site pan for a data center building shall be constructed prior to the first foundation inspection for any building included in the associated approved site plan. Landscaping associated with the berm shall be installed during the Minnesota growing season. If construction of the berms are completed outside of the Minnesota growing season, then all required landscaping shall be installed by June 1 of the subsequent growing season.

(4) General Design Standards.

- a. Principal Building Facades will meet the following standards:
  - i. For the purposes of this subsection, the term “principal building facades” shall include all building facades substantially visible to abutting public roads or adjacent to planned or existing residential districts.
  - ii. Principal Building facades shall avoid the use of undifferentiated surfaces by including at least two (2) of the following design elements:
    - 1. Change in building height
    - 2. Building step-backs, projections or recesses
    - 3. Fenestration
    - 4. Changes in building material, pattern, texture, color
    - 5. Use of accent material
    - 6. Overhangs
    - 7. Canopies or porticos
    - 8. Arcades
    - 9. Variations in the roof line
    - 10. Faux windows
    - 11. Green walls
    - 12. Other enhanced design elements which may be approved by the Planning Commission.
  - iii. When a building has more than one principal façade, such facades shall be consistent in their design, materials, and treatments.
- b. Screening of Building Mechanical Equipment and Critical Infrastructure.
  - i. Ground-level mechanical equipment or accessory uses (not including parking areas) that are visible from public rights-of-way and/or adjacent residential dwellings will be screened from public view using one or multiple of the following methods of screening:
    - 1. A principal structure;
    - 2. Existing vegetation that will remain on the Property, or new, planted vegetation (ex. Evergreens or shrubs) that fully screens the equipment from public view;
    - 3. A visually solid fence, screen wall or panel, or other visually solid screen that shall be constructed of materials that are matching or consistent in style, color and/or texture with those used in the exterior construction of the principal building. Chain link fencing with slats is not permitted to satisfy this requirement.
  - ii. Above-ground mechanical equipment and structures will be screened from view from adjacent public streets and residential dwellings.
  - iii. Any mechanical units placed on the rooftops of buildings shall be screened from view from adjacent public streets and residential dwellings by architectural features which are compatible with building façade architecture. The method of screening shall be provided and reviewed with the Planning Divisions review of the building elevations. The screening of roof mounted equipment shall be excluded from the overall height limitation but in no instance shall exceed 80-feet. Rooftop equipment should be centrally located on the roof where feasible.

- iv. All buildings are exempt from any existing or future City requirement to install roof-mounted solar equipment.
- (5) Building Height. Maximum building height for Principal Structures is 80 feet. However, the maximum height at the building setback line is 50 feet. For each one-foot increase in building height, the building must be stepped back five feet.
  - a. 80 foot tall buildings shall be setback a minimum of 400 feet from the property line adjacent to a residential zone district.
  - b. Maximum building height for accessory buildings is 50 feet.
- (6) Fences.
  - a. Security fencing:
    - i. Maximum fence height of 14 feet.
    - ii. Must be located on the inside edge of the natural buffer interior to the site unless otherwise approved by the City.
  - b. Perimeter fencing:
    - i. Maximum fence height of 7 feet.
    - ii. In locations where the existing fence will be relocated to the property line on the west side of the project boundary, applicant shall provide adjacent property owners with the opportunity to collectively decide between three choices of fence material and design to include, but not limited to: wood, chain link, or metal. Applicant shall also replace any damaged landscaping resulting from the fence replacement.
- (7) Electric Utility Lines.
  - a. Data centers are typically fed power from the utility's transmission system directly to the data center site. Depending on the utility, transmission voltage is typically 69kV or greater. Transmission lines are typically installed overhead for safety and cost effectiveness.
  - b. Permanent distribution lines on data center campuses are typically installed underground.
  - c. Temporary overhead power distribution lines for construction power will likely be installed above-ground. It has not been determined how construction power will be constructed or served. Temporary lines, which look like standard utility distribution lines, provide power for the construction of buildings and the support of building operations. These lines shall remain in use until the permanent underground service from the on-site substation is operational, and building construction is completed. The Temporary distribution equipment may be rerouted to serve additional construction sites or removed altogether by the electric utility.
  - d. The transition from the transmission system is a switching station/substation, which may or may not be on the data center site. The switching station / substation is an integral use associated with the data center operations.
- (8) Noise.
  - a. Noise generated from the site shall meet the applicable noise ordinance requirements as established by the Minnesota Pollution Control Agency.
  - b. Prior to the approval of a site plan, the applicant shall provide a noise study to demonstrate that the applicable noise levels will not be exceeded. At the time of site plan and building permit review, additional noise attenuation

- measures to ensure that MPCA noise rules are adhered to may be required.
- c. In addition to the foregoing, Applicant agrees to install physical sound attenuation on any mechanical equipment (including but not limited to ground supported barriers, earthen berms, mechanical screening or other attenuation techniques as specifically called out in subsequent sound studies) that is installed at a data center building located within 1,200 feet of any adjacent residential use and that is either (i) installed on the rooftop of such building or (ii) that is installed on the exterior side of such data center building and directly facing such adjacent residential uses, in each case unless a noise study demonstrates that there is no incremental noise from such mechanical equipment as a result of the foregoing installation locations.
- (9) Parking. 1 parking space / 1,000 sf of office use. Parking spaces are not required for designated data hall areas. Minimum parking may be modified based on a parking study provided with a site plan or building permit application, as applicable.
- (10) Substations shall be exempt from the design regulations of the MUCI Zoning District. Mechanical and electrical equipment will be housed in mechanical yards that are fenced and screened.
- a. The property may have outdoor mechanical and electrical equipment of size (not to exceed the aggregate building footprint), number, volume, and location to sufficiently serve the buildings and be in relational proximity to the buildings.
  - b. Security fencing around a substation shall be setback a minimum of 30-feet from a property line adjacent to a residential zoned property. Any substation equipment shall be setback a minimum of 50-feet from a property line adjacent to a residential zoned property.
- (11) Private Communications Towers are permitted up to a maximum height of 80 feet and are subject to building setback requirements.
- (12) Maximum Lot Coverage of All Uses. There is no maximum lot coverage for all uses built in designated “developable area”.
- (13) Lighting. The maximum height of pole-mounted exterior lighting shall be eighteen feet (18’). All exterior lighting fixtures, including pole-mounted exterior lighting and building-mounted exterior lighting, shall be fully shielded with house side shields installed. Lighting shall not exceed .50 foot-candles at the interior edge of the Natural Buffer Area, as applicable. Lighting that is exempt from these requirements includes temporary lighting and lighting provided for emergency or safety and security purposes as required by: the Building Code, Electrical Code, or otherwise within the City Code. Signage related to the authorized uses shall not be illuminated. The uplighting of buildings is prohibited. The maximum height of an building-mounted exterior light fixture shall be 35 feet in height, with exception of motion-activated security lighting.

**SECTION 2. SUMMARY PUBLICATION.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available for inspection and without cost by any person at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

This ordinance includes the following changes relating to Title 10, Chapter 5, Section 19:

- Establishes permitted and accessory uses for PUD-1 – Farmington Technology Park;
- Creates development standards for setbacks, natural buffers, landscaping, general design standards, building height, fence height, electric utility lines, noise, parking, substations, private communication towers, maximum lot coverage, and lighting.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall be effective upon its passage and publication according to law.

Passed by the City Council of the City of Farmington, Minnesota, this 18<sup>th</sup> day of November 2024.

ATTEST:

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Joshua Hoyt, Mayor

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Shirley R Buecksler, City Clerk

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. 2024-12**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 5, SECTION 19 OF THE FARMINGTON  
CITY CODE, ADDING PUD-1 – FARMINGTON TECHNOLOGY PARK TO THE ZONING  
CODE AND ESTABLISHING DEVELOPMENT STANDARDS**

The City Council of the City of Farmington ordains:

**SECTION 1.** Title 10, Chapter 5, Section 19 of the Farmington City Code is amended by adding the language as follows:

(G) Planned Unit Development Districts

1. PUD-1 – Farmington Technology Park

(a) Development plans. The following plans are required to be reviewed and approved by the City and must be in conformance with all standards listed below:

- (1) Site Plans
- (2) Landscaping Plans
- (3) Lighting Plans
- (4) Noise Studies
- (5) Grading Plans
- (6) Building Plans
- (7) Storm Water Plans
- (8) Utility Plans

(b) Permitted uses. The following uses are permitted uses in PUD-1:

- (1) Data Center Technology Park

(c) Accessory uses. The following uses shall be permitted accessory uses in the PUD-1:

- (1) Electric Substations

(d) Special development standards.

(1) Building Setbacks.

- a. Adjacent to residential uses: 250-feet
  - i. This setback is also recognized to be established from the residential properties on the south side of 225th St. West. The intervening 225th St. West ROW is considered to be included in the measurement of this setback.
- b. Adjacent to non-residential uses: 150-feet
- c. From the 75' ROW dedication on the east side of Lot 1, Block 1: 175-feet.
- d. Adjacent to Lot 2: 0-foot from internal property lines within the overall PUD. Applicable MUCI setbacks shall apply to property lines not adjacent

- to the PUD.
  - e. Adjacent to 225<sup>th</sup> Street West: 40-feet with the exception of a 250 foot setback identified in 1.a.i. above.
  - f. Adjacent to the southern property line of Lot 3 and the western property line of Lot 3 north to the designated floodzone: 40-feet.
- (2) Natural Buffers. A natural buffer of 40 feet from all perimeter property lines, except for this listed below, is established under this PUD:
- a. Existing, healthy trees shall be retained in the natural buffer, to the greatest extent practicable, in accordance with Section 10-6-11 of the Farmington City Code. Utilities, access drives landscaping, perimeter fencing and berms may be located in the natural buffer. Except as otherwise permitted under Section 6(a)(ii), Security fencing, security gates, and guard buildings shall be located on the interior side of the Natural Buffer. Where there are no existing trees in the natural buffer that qualify for preservation under Section 10-6-11 et.al of the Farmington City Code, then stormwater features may be located in the natural buffer provided they are adequately landscaped in accordance with the applicable sections of the Farmington City Code, unless otherwise approved by the Planning Division.
  - b. Exceptions:
    - i. Adjacent to 225<sup>th</sup> Street West.
    - ii. Adjacent to Lot 2: Only the eastern most property line south of the 40-foot natural buffer adjacent to State Highway 50 and adjacent to the southern property line outside of the 150' setback adjacent to the western property line of Lot 1.
    - iii. From the northeast corner of Lot 13, Block 3, Executive Estates, directly south along the project property line to the 225th St. West ROW there shall be an 80-foot natural buffer.
    - iv. From the southwest corner of Lot 1, Block 1 Farmington Technology Park easterly to directly north of the northwest corner of Lot 1, Block 2 Farmington Technology Park, there shall be an 80-foot natural buffer.
- (3) Landscaping. In addition to the applicable landscaping standard set forth in Section 10-6-10 of the Farmington City Code, the following additional landscaping standards shall apply:
- a. Drought tolerant, native plants shall be utilized throughout the site. A diversity of coniferous and deciduous plant material shall be used subject to and as determined through the planting plan review during the site plan process. Additionally, a mix of fast and slower growing tree species shall be planted.
  - b. Rock, gravel, and/or mulch may also be used as an accent material for maintenance areas directly adjacent to a building, around utility access points (i.e. manholes, control valves, and hand holes), or in mechanical areas.
  - c. Where parking areas are located a minimum of 300 feet from a public road or residential use, and the parking area is screened by building location, parking lot landscaping shall not be required. However, end islands of parking aisles that are visible from a public street or residential use shall be landscaped in accordance with Section 10-16.10(D)8(e).
  - d. Berms are required to be constructed where development occurs adjacent to residential uses. Berms may be allowed up to 10-feet in height from existing

grade in order to incorporate more aesthetic visual features into the site. Berms over ten-feet in height may be allowed subject to administrative site plan review and approval by the City. Additionally, landscaping may be installed on the berms and walls where feasible.

- e. Any berms approved with a site plan for a data center building shall be constructed prior to the first foundation inspection for any building included in the associated approved site plan. Landscaping associated with the berm shall be installed during the Minnesota growing season. If construction of the berms are completed outside of the Minnesota growing season, then all required landscaping shall be installed by June 1 of the subsequent growing season.

(4) General Design Standards.

- a. Principal Building Facades will meet the following standards:
  - i. For the purposes of this subsection, the term “principal building facades” shall include all building facades substantially visible to abutting public roads or adjacent to planned or existing residential districts.
  - ii. Principal Building facades shall avoid the use of undifferentiated surfaces by including at least two (2) of the following design elements:
    1. Change in building height
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    3. Fenestration
    4. Changes in building material, pattern, texture, color
    5. Use of accent material
    6. Overhangs
    7. Canopies or porticos
    8. Arcades
    9. Variations in the roof line
    10. Faux windows
    11. Green walls
    12. Other enhanced design elements which may be approved by the Planning Commission.
  - iii. When a building has more than one principal façade, such facades shall be consistent in their design, materials, and treatments.
- b. Screening of Building Mechanical Equipment and Critical Infrastructure.
  - i. Ground-level mechanical equipment or accessory uses (not including parking areas) that are visible from public rights-of-way and/or adjacent residential dwellings will be screened from public view using one or multiple of the following methods of screening:
    1. A principal structure;
    2. Existing vegetation that will remain on the Property, or new, planted vegetation (ex. Evergreens or shrubs) that fully screens the equipment from public view;
    3. A visually solid fence, screen wall or panel, or other visually solid screen that shall be constructed of materials that are matching or consistent in style, color and/or texture with those used in the exterior construction of the principal building. Chain link fencing with slats is not permitted to

satisfy this requirement.

- ii. Above-ground mechanical equipment and structures will be screened from view from adjacent public streets and residential dwellings.
- iii. Any mechanical units placed on the rooftops of buildings shall be screened from view from adjacent public streets and residential dwellings by architectural features which are compatible with building façade architecture. The method of screening shall be provided and reviewed with the Planning Divisions review of the building elevations. The screening of roof mounted equipment shall be excluded from the overall height limitation but in no instance shall exceed 80-feet. Rooftop equipment should be centrally located on the roof where feasible.
- iv. All buildings are exempt from any existing or future City requirement to install roof-mounted solar equipment.

- (5) Building Height. Maximum building height for Principal Structures is 80 feet. However, the maximum height at the building setback line is 50 feet. For each one-foot increase in building height, the building must be stepped back five feet.
- a. 80 foot tall buildings shall be setback a minimum of 400 feet from the property line adjacent to a residential zone district.
  - b. Maximum building height for accessory buildings is 50 feet.

(6) Fences.

- a. Security fencing:
  - i. Maximum fence height of 14 feet.
  - ii. Must be located on the inside edge of the natural buffer interior to the site unless otherwise approved by the City.
- b. Perimeter fencing:
  - i. Maximum fence height of 7 feet.
  - ii. In locations where the existing fence will be relocated to the property line on the west side of the project boundary, applicant shall provide adjacent property owners with the opportunity to collectively decide between three choices of fence material and design to include, but not limited to: wood, chain link, or metal. Applicant shall also replace any damaged landscaping resulting from the fence replacement.

(7) Electric Utility Lines.

- a. Data centers are typically fed power from the utility's transmission system directly to the data center site. Depending on the utility, transmission voltage is typically 69kV or greater. Transmission lines are typically installed overhead for safety and cost effectiveness.
- b. Permanent distribution lines on data center campuses are typically installed underground.
- c. Temporary overhead power distribution lines for construction power will likely be installed above-ground. It has not been determined how construction power will be constructed or served. Temporary lines, which look like standard utility distribution lines, provide power for the construction of buildings and the support of building operations. These lines shall remain in use until the permanent underground service from the on-site substation is operational, and building construction is completed. The

Temporary distribution equipment may be rerouted to serve additional construction sites or removed altogether by the electric utility.

- d. The transition from the transmission system is a switching station/substation, which may or may not be on the data center site. The switching station / substation is an integral use associated with the data center operations.
- (8) Noise.
- a. Noise generated from the site shall meet the applicable noise ordinance requirements as established by the Minnesota Pollution Control Agency.
  - b. Prior to the approval of a site plan, the applicant shall provide a noise study to demonstrate that the applicable noise levels will not be exceeded. At the time of site plan and building permit review, additional noise attenuation measures to ensure that MPCA noise rules are adhered to may be required.
  - c. In addition to the foregoing, Applicant agrees to install physical sound attenuation on any mechanical equipment (including but not limited to ground supported barriers, earthen berms, mechanical screening or other attenuation techniques as specifically called out in subsequent sound studies) that is installed at a data center building located within 1,200 feet of any adjacent residential use and that is either (i) installed on the rooftop of such building or (ii) that is installed on the exterior side of such data center building and directly facing such adjacent residential uses, in each case unless a noise study demonstrates that there is no incremental noise from such mechanical equipment as a result of the foregoing installation locations.
- (9) Parking. 1 parking space / 1,000 sf of office use. Parking spaces are not required for designated data hall areas. Minimum parking may be modified based on a parking study provided with a site plan or building permit application, as applicable.
- (10) Substations shall be exempt from the design regulations of the MUCI Zoning District. Mechanical and electrical equipment will be housed in mechanical yards that are fenced and screened.
- a. The property may have outdoor mechanical and electrical equipment of size (not to exceed the aggregate building footprint), number, volume, and location to sufficiently serve the buildings and be in relational proximity to the buildings.
  - b. Security fencing around a substation shall be setback a minimum of 30-feet from a property line adjacent to a residential zoned property. Any substation equipment shall be setback a minimum of 50-feet from a property line adjacent to a residential zoned property.
- (11) Private Communications Towers are permitted up to a maximum height of 80 feet and are subject to building setback requirements.
- (12) Maximum Lot Coverage of All Uses. There is no maximum lot coverage for all uses built in designated “developable area”.
- (13) Lighting. The maximum height of pole-mounted exterior lighting shall be eighteen feet (18’). All exterior lighting fixtures, including pole-mounted exterior lighting and building-mounted exterior lighting, shall be fully shielded with house side shields installed. Lighting shall not exceed .50 foot-candles at the interior edge of the Natural Buffer Area, as applicable. Lighting that is exempt from these

requirements includes temporary lighting and lighting provided for emergency or safety and security purposes as required by: the Building Code, Electrical Code, or otherwise within the City Code. Signage related to the authorized uses shall not be illuminated. The uplighting of buildings is prohibited. The maximum height of an building-mounted exterior light fixture shall be 35 feet in height, with exception of motion-activated security lighting.

- (14) Access: Primary access drives shall be a minimum of 250-feet from any directly abutting residential property line. This provision does not apply to residential properties that are separated by Right-of-Way.

**SECTION 2. SUMMARY PUBLICATION.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available for inspection and without cost by any person at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

This ordinance includes the following changes relating to Title 10, Chapter 5, Section 19:

- Establishes permitted and accessory uses for PUD-1 – Farmington Technology Park;
- Creates development standards for setbacks, natural buffers, landscaping, general design standards, building height, fence height, electric utility lines, noise, parking, substations, private communication towers, maximum lot coverage, and lighting.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall be effective upon its passage and publication according to law.

Passed by the City Council of the City of Farmington, Minnesota, this 18<sup>th</sup> day of November 2024.

ATTEST:

\_\_\_\_\_  
Joshua Hoyt, Mayor

\_\_\_\_\_  
Shirley R Buecksler, City Clerk

## REGULAR COUNCIL AGENDA MEMO

**To:** Mayor, Councilmembers and City Administrator  
**From:** Kellee Omlid, Parks & Recreation Director  
**Department:** Parks & Recreation  
**Subject:** Accept Bids and Award a Contract for the Rambling River Center Project  
**Meeting:** Regular Council - Nov 18 2024

### INTRODUCTION:

City council, at its October 7, 2024 meeting, approved Plans and Specifications and authorized the Advertisement for Bids for the Rambling River Center project. The project includes the full scope of proposed renovation work as outlined in the planning study completed by JLG Architects and Kraus-Anderson facility condition assessment items identified at the Rambling River Center. Renovations include, but not limited to: (1) converting part of the existing garage into a fitness room; (2) replacing the roof and all exterior doors and windows; (3) installing new roof top mechanical units, ductwork, and zoning; (4) adding two new gender-neutral restrooms; (5) relocating the main entry; and (6) constructing a new outdoor patio off the banquet room. New interior finishes include flooring, ceiling tile, and painting.

### DISCUSSION:

An advertisement for bids was posted in the Dakota County Tribune on October 11 and October 18, 2024, on QuestCDN Online, Minnesota Builders Exchange, Rochester Builders Exchange, and the city's website. Bids were opened on November 5, 2024 at 3 pm. Eight (8) bids were received. The apparent low bidder is CM Construction Company, Inc. of Burnsville, MN, in the amount of \$2,021,126. The engineer's estimate for construction costs was \$1,961,133. Please note the engineer's estimate for construction costs didn't include mobilization and permit fees, but these are included in the bids received. The bids were as follows:

CONTRACTOR	BID AMOUNT
CM Construction Company, Inc.	\$2,021,126
Jorgenson Construction Inc.	\$2,067,000
Rochon	\$2,138,000
Met-Con Construction, Inc.	\$2,161,600
APX Construction Group	\$2,183,600
Parkos Construction Company Inc.	\$2,231,500
Terra Construction	\$2,377,000
BCI Construction Inc.	\$2,590,000

CM Construction Company, Inc. has successfully completed similar projects in the past in other metro cities and school districts.

## **BUDGET IMPACT:**

The project will be funded by the \$750,000 from the FY 2023 Community Project Funding grant, donation of \$50,000 from Minnwest Bank for construction of the outdoor patio, and \$1,758,000 in tax abatement bonds. Thus, the amount available for the project is \$2,558,000. The total amount available for the project includes both construction and soft costs. Soft costs include architect / engineering fees, testing / inspections, furniture, fixtures, and equipment (FFE).

To capture the benefit of the city's tax-exempt status for building materials, the city will need to eventually enter into a Purchasing Agent Agreement. The contractor and city staff shall develop an appropriate number for the blank (#6 in Purchasing Agent Agreement) as we progress in the planning for this project.

With construction projects there might be surprises or issues requiring a change that can't wait for the next city council meeting for approval. Thus, staff is requesting approval of change orders for a total amount of \$100,000 with a maximum amount of \$50,000 allowed for any single change order increase without prior city council approval.

## **ACTION REQUESTED:**

Staff recommends acceptance of the bids and award of a contract for the Rambling River Center Project to CM Construction Company, Inc. of Burnsville in the amount of \$2,021,126. Adopt Resolution 2024-108 approving the following:

- AIA 101-2017
- AIA 101-2017 Exhibit A (Insurance)
- Supplementary Conditions
- Purchasing Agent Agreement
- Change orders for a total of \$100,000 with a maximum amount of \$50,000 allowed for any single change order increase without prior city council approval
- Allow staff to execute these and other relevant documents

## **ATTACHMENTS:**

[Resolution 2024-108 Awarding Contracts for the Rambling River Center Project](#)

[AIA 101-2017](#)

[AIA 101-2017 Exhibit A \(Insurance\)](#)

[Supplementary Conditions](#)

[Purchasing Agent Agreement](#)

**CITY OF FARMINGTON  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2024-108**

**A RESOLUTION AUTHORIZING CONTRACTS  
FOR THE RAMBLING RIVER CENTER PROJECT**

**WHEREAS**, pursuant to an advertisement for bids for the Rambling River Center project (“Project”), bids were received, opened, and tabulated according to state law, and the following bids were received complying with the advertisements:

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
CM Construction Company, Inc.	\$2,021,126
Jorgenson Construction Inc.	\$2,067,000
Rochon	\$2,138,000
Met-Con Construction, Inc.	\$2,161,600
APX Construction Group	\$2,183,600
Parkos Construction Company Inc.	\$2,231,500
Terra Construction	\$2,377,000
BCI Construction Inc.	\$2,590,000

**WHEREAS**, CM Construction Company, Inc. of Burnsville, MN is the lowest responsible bidder; and

**WHEREAS**, staff recommends awarding the contract for the Rambling River Center project to CM Construction Company of Burnsville, Minnesota in the amount of \$2,021,126.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Farmington:

1. Approves the following agreements (“Authorizing Contracts”), attached hereto:
  - a. AIA 101-2017;
  - b. AIA 101-2017 Exhibit A (Insurance);
  - c. Supplementary Conditions modifying AIA 101-2017, AIA 101-2017 Exhibit A (Insurance); and
  - d. Purchasing Agent Agreement.
2. The City Council hereby approves the Authorizing Contracts in substantially the form submitted, and the Mayor and City Clerk are hereby authorized and directed to execute the Authorizing Contracts on behalf of the Council.
3. Staff may approve change orders without Council approval up to a total of \$100,000 with the maximum amount of \$50,000 allowed for any single change order. Staff is permitted to execute these and other relevant documents.

Adopted by the City Council of the City of Farmington, Minnesota, this 18<sup>th</sup> day of November 2024.

ATTEST:

\_\_\_\_\_  
Joshua Hoyt, Mayor

\_\_\_\_\_  
Shirley R Buecksler, City Clerk



# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

and the Contractor:  
*(Name, legal status, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

The Architect:  
*(Name, legal status, address and other information)*

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
  - 2 THE WORK OF THIS CONTRACT
  - 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
  - 4 CONTRACT SUM
  - 5 PAYMENTS
  - 6 DISPUTE RESOLUTION
  - 7 TERMINATION OR SUSPENSION
  - 8 MISCELLANEOUS PROVISIONS
  - 9 ENUMERATION OF CONTRACT DOCUMENTS
- EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**§ 5.1.7.1.1** The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

Init.

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User Notes:

(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**.9** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

/

**User Notes:**

# **Additions and Deletions Report for** **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:50:43 ET on 11/13/2024.



# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:50:43 ET on 11/13/2024 under Order No. 4104246954 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# AIA Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

**THE OWNER:**  
(Name, legal status and address)

**THE CONTRACTOR:**  
(Name, legal status and address)

### TABLE OF ARTICLES

#### A.1 GENERAL

#### A.2 OWNER'S INSURANCE

#### A.3 CONTRACTOR'S INSURANCE AND BONDS

#### A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to*

Init.

*the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § **A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § **A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § **A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § **A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § **A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § **A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § **A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

#### **§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § **A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

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[ ] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ( \$ ) each occurrence, ( \$ ) general aggregate, and ( \$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ( \$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

**§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

**§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

**§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

**§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

**§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

**§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



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User Notes:

# **Additions and Deletions Report for** **AIA® Document A101® – 2017 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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## **SECTION 00 7300 - SUPPLEMENTARY CONDITIONS**

### **PART 1 - GENERAL**

The following supplements modify, change, delete from, or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

#### **ARTICLE 1 GENERAL PROVISIONS**

##### **1.1 Basic Definitions**

Add: 1.1.3.1 The term "provide" shall mean furnish and install in place.

1.1.5 After the paragraph, Add: The general character and scope of the Work is shown by the Drawings. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply to all similar parts of the Work.

Add: 1.1.5.1 Figured dimensions on the Drawings shall be followed in preference to scaled measurements on the Drawings.

1.1.6 After the paragraph, Add: Where Specifications are abbreviated type, they indicate complete sentences in the same manner as when a note occurs in the Drawings. The words "shall" or "shall be" are to be supplied by inference.

##### **1.2 Correlation and Intent of the Contract Documents**

Add to the end of 1.2.1: Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

Add: 1.2.4 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided.

Add: 1.2.5 As experienced Contractors and Subcontractors, it is assumed each Contractor and Subcontractor understands not all components may be shown on the Drawings including, but not limited to, fasteners, connectors and incidental supports. This shall not relieve the Contractors or Subcontractors from providing all materials, equipment, fasteners, and incidental components as required for a complete installation in accordance with the design intent.

##### **1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

Add: 1.5.2.1 The Contractor(s) may retain one record set of Drawings and Project Manual(s).

##### **1.6 Notice**

1.6.1 omit the words "if a method for electronic transmission is set forth in the Agreement".

#### **ARTICLE 2 OWNER**

##### **2.1 General**

2.1.2 Replace the text with: Work is to proceed as a no-lien Project in accordance with the laws of the State of Minnesota regarding public projects. Contractor shall provide to the Owner both a Labor and Material Payment Bond and a Performance Bond each in the amount of the Contract Price prior to the commencement of Work as required by Minnesota Statutes 574.26. The Contractor, for itself and for all who claim through the Contractor, acknowledges and agrees: (i) that because it is a public project, no lien shall attach to the real estate on which the Project is located or to any improvements now existing or to be constructed thereon in favor of the Contractor or any Subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or equipment or any other party who may furnish work,

materials, equipment, services, tools or machinery for the design or construction of improvements on the land. The Contractor shall also provide written notice of the no-lien status of this Project to all of its Subcontractors, material suppliers, equipment lessors and others that provide labor, material, equipment and/or services for the Project. Contractor shall defend, indemnify and hold the Owner and Architect harmless from any suit, lien, damages, losses or expenses, including reasonable attorneys' fees.

**Omit 2.2 Evidence of the Owner's Financial Arrangements and subparagraphs.**

**2.3 Information and Services Required of the Owner**

2.3.6 Replace the text with: The Contractor(s) will be furnished as many sets of Drawings and Project Manuals as the Architect has available for distribution, but in no case less than one. If the Contractor(s) require additional sets, an electronic copy of the documents will be provided in Adobe PDF format with which the Contractor(s) may use to make additional copies at their expense.

**ARTICLE 3 CONTRACTOR**

**3.2 Review of Contract Documents and Field Conditions by Contractor**

3.2.1 Add the words "including the geotechnical report (if any)," following the word "performed,".

**3.4 Labor and Materials**

Add: 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider requests for the substitution of products in place of those specified. The Owner and Architect may, but are not obligated to, consider only those substitution requests that are in full conformance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be performed or changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 represents that the request includes a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective.

Add: 3.4.4 No trade shall commence Work until conditions are satisfactory for carrying out the Work properly, and surfaces to be covered are suitable.

Add: 3.4.5 Manufacturer's printed instructions covering details of installation shall be followed where not in conflict with these Specifications. If there is a conflict, notify the Architect and obtain Architect's approval before proceeding.

Add: 3.4.6 Completed Work shall be left plumb, level, true to line or plane, anchored securely in place, and free from damage.

Add: 3.4.7 Unless otherwise called for, all pieces of material shall be as large a stock size as is in conformity with standard good practice of the trade.

Add: 3.4.8 Except where in conflict with the Specifications, current manufacturer's printed instructions of herein specified proprietary products are made part of the Specifications.

Add: 3.4.9 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

Add: 3.4.10 The Contractor shall provide all incidental materials and components including, but not limited to, fasteners, connectors, incidental supports and other components of construction as required for complete installation in accordance with the design intent.

### **3.5 Warranty**

Add: 3.5.1.1 The Contractor further warrants that all products, materials and equipment provided under the Contract are asbestos-free as defined under current EPA Guidelines, and that they do not contain any other materials currently known to be hazardous.

### **3.7 Permits, Fees, Notices and Compliance with Laws**

Add: 3.7.2.1 When the Contract Documents require Work better than that required by statute, the Contract Documents shall govern.

3.7.4 delete the following words: If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

### **3.12 Shop Drawings, Product Data and Samples**

Add: 3.12.6.1 If the Contractor or any Subcontractor uses a material, product or piece of equipment which requires modification(s) to any other portion of the Work, including mechanical and electrical Work, the Contractor or Subcontractor using that material, product or piece of equipment shall be responsible for coordinating all required modifications and shall bear the full cost of such modifications.

## **ARTICLE 4 ARCHITECT**

### **4.1 General**

Add: 4.1.3 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 Definitions**

Add: 5.1.3 All Subcontractors are bound to the terms of the General and Supplementary Conditions.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

No supplement.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 General**

Add: 7.1.4 All proposals shall, at a minimum, include detailed breakdown and indicate the terms enumerated below. Item (a) constitutes the cost of labor, and items (a), (b), and (c) constitute the basic costs referred to under this Article 7.

(a) Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid the workmen, plus contractor's burden on labor, which shall be only the actual costs of fringe benefits, taxes on labor, worker's or workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.

(b) Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated, plus applicable sales tax, if any.

(c) The cost of subcontracted work, computed in the same way as provided for under this subparagraph.

(d) Overhead, profit or commission added after the above computations are complete. Such overhead, profit or commission shall be computed in accordance with the provisions of subparagraph 7.1.5.

Add: 7.1.5 Maximum allowances for Subcontractor's/Contractor's overhead and profit shall be as follows, expressed as a percentage of the basic cost of the change:

For Subcontractors:	a. 15% of the net cost of the additional Work.
For Contractor:	b. 5% of the net cost of the additional Work performed by Subcontractors
	c. 15% of the net cost of the work performed by Contractor's own forces.
	Add 5% to a and c for all changes of less than \$500.00; deduct 5% from a and c for all changes over \$10,000.00.

Overhead and profit shall include all bond premiums (if applicable), and will not be allowed on labor costs if overhead and profit is already included in hourly billing rate.

Add: 7.1.6 For proposed changes in the Work on the lump sum or time and material methods, the costs shall be determined as provided in this subparagraph. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Architect.

## 7.2 Change Orders

7.2.2 Neither the Owner nor the Architect are responsible to give Notice of Change Orders to the surety.

## 7.3 Construction Change Directives

7.3.2 At the end of the sentence, Add: "or as deemed necessary by the Architect".

7.3.4 At the end of the first sentence replace "a reasonable allowance for overhead and profit." with "allowances for overhead and profit as indicated in 7.1.5."

7.3.9 delete the following text: subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

# ARTICLE 8 TIME

## 8.1 Definitions

Add: 8.1.3.1 Minor corrective Work and the replacement of defective Work or materials, and the adjustment of control apparatus, will not delay the determination that the Contract is Substantially Complete.

Add: 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10.2.

## 8.3 Delays and Extensions of Time

Add: 8.3.1.1 The following will not be considered justifications for extension of time unless due to one of the causes stated within Article 8:

- a) Delay caused by Subcontractors or Supplier except if the Supplier goes out of business and another Supplier cannot be found in time to meet the schedule.
- b) Shortage of workers.

Add: 8.3.1.2 Change Orders for extension of Contract Time shall be considered only under the following conditions or circumstances:

- .1 As indicated in Paragraph 8.3.1. The burden of proof to substantiate the extension of time shall rest with the Contractor, including evidence that the cause was beyond their control. The Contractor shall be deemed to have had control of the supply of labor (except in the case of

organized labor disputes), materials, equipment, methods, and techniques, and of the Subcontractors.

.2 A delay in the progress of the Work actually occurred as a result of one of the valid causes for time extension.

.3 Unusual delay in delivery solely due to a delay in transportation. An extension of time shall not be considered when delay in delivery is due to improperly scheduled delivery, or when an order has not been promptly and properly placed.

.4 Abnormal weather conditions. The Contractor shall consider the location of the Project, and shall recognize the existence of variations from severe deviations from average climatic conditions. Foul weather in and of itself shall not be a valid cause for a time extension. Time extensions resulting from abnormal weather shall not be considered unless a significant deviation from average seasonal climatic conditions occurred for an extended period of time, and the progress of the Work was delayed to a significant extent. The climatic conditions before and after the period for which the delay is sought shall be evaluated.

.5 Changes in the Work which significantly affect the progress of the Work. When the anticipated delay can be determined the extension will be made if the Change in Work is authorized by the Owner. When the anticipated delay cannot be determined, the Contractor shall estimate the additional time required, and a mechanism for all parties to determine the allowable delay. In such a case, the Architect will determine the time extension and the Contract Time adjusted accordingly by Change Order. For changes in the Work which affect only a portion or Phase of the entire project, the Owner reserves the right to grant a time extension only for that portion or Phase affected by the Change.

.6 Labor disputes except for lockouts over which the Contractor has control. The amount of time extension shall not be longer than the actual dispute period plus a reasonable time for mobilization, and such extension may be less than the actual dispute period depending on the effect the dispute had upon the progress of the Work.

.7 Unavoidable delays such as damage caused by severe weather, fire or other casualty to the Work; remediation of contaminants, pollutants, or hazardous materials or substances discovered after award of the Contract; litigation including without limitation bankruptcy proceedings; the acts of any federal, state or local government unit that directly result in delays; and other delays outside the control of the Party claiming the delay.

.8 Delays caused by Subcontractors shall be considered only under the conditions noted above.

.9 Time extensions may be granted through a change order for substantiated abnormal weather conditions, however, no change to the contract price will be granted.

Add: 8.3.1.3 Time extensions shall not be granted as a result of delays caused by improper scheduling, or by failure of the Contractor to have Shop Drawings or other required submittals submitted in sufficient time for review.

Delete 8.3.2.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 Contract Sum**

9.1.2 Add sentence at end: "The costs for overhead, profit and commission shall be determined in accordance with the provisions of subparagraph 7.1.5."

### **9.3 Applications for Payment**

9.3.1 In the first sentence replace: "At least ten days before the date established for each progress payment," with: "Not more than once a month,".

9.3.2 Replace the text with: Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered to and suitably stored at the site for subsequent incorporation into the Work. Contractor shall not receive payment for materials and equipment stored off site. Payment for materials and equipment stored on the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment, or otherwise protect the Owner's interest, including applicable insurance.

9.3.2.1 add the following text to the end of the paragraph: Minn. Stat. § 290.92 requires that the City of Farmington obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

Add 9.3.4 The Contractor, for Contracts exceeding \$50,000.00, shall comply with Minnesota law M.S. 290.9705 regarding surety deposit requirements for out-of-state contractors by submitting completed Form SD-E to the Minnesota Department of Revenue upon receiving notice of Contract award. Minnesota Department of Revenue will certify whether or not Contractor is exempt from 8% (eight percent) surety deposit requirements. The Contractor shall submit Form SD-E containing Department of Revenue certification with first Payment Request.

Add 9.3.5 Progress payments shall be made monthly by the Owner upon application, in the amount of 95% of the Work completed and materials described under 9.3.2.

Add 9.3.6 The Contractor may, at his option, deposit bonds or securities with the Owner or in any bank or trust company to be held in lieu of cash retainage for the benefit of Owner. In that event, Owner shall reduce the retainage in an amount equal to the value of bonds and securities and pay the full amount of the reduction to Contractor. Interest on bonds or securities shall be payable to the Contractor as it accrues. Bonds and securities deposited or acquired in lieu of retainage shall be of a character approved by the State Treasurer including but not limited to:

- .1 Bills, certificates, notes or bonds of the United States;
- .2 Other obligations of the United States or its agencies;
- .3 Obligations of any corporation wholly owned by the federal government; or
- .4 Indebtedness of the Federal National Mortgage Association.

Add 9.3.7 If Owner incurs additional costs as a result of the exercise of the option described above, Owner may recover the costs from the Contractor by reducing the final payment due under the Contract. As Work on the Contract progresses, Owner shall, upon demand, inform the Contractor of all accrued costs.

Add 9.3.8 The Owner may, at their discretion, withhold final payment until the Contractor has filed an affidavit showing evidence that claims against him by reason of the Contract have been paid or satisfactorily secured. In case such evidence is not furnished, Owner may retain from any amount due said Contractor sums sufficient to cover all claims unpaid.

Add 9.3.9 Contractors and Subcontractors shall comply with the provisions of Minnesota Statutes 290.92 relative to the withholding of income tax on wages and no final settlement with any Contractor shall be made until said Contractor has offered satisfactory proof that he complied with the provisions of the Withholding Section of the Statute.

## **9.8 Substantial Completion**

9.8.1 At the end of the paragraph Add: In all cases, the date of the Substantial Completion may not be earlier than the Certificate of Occupancy issued by the authority having jurisdiction. Minor corrective Work, the replacement of defective Work or materials, and the adjustment of control apparatus will not

delay the determination of Substantial Completion. See paragraph 12.2.2.

9.8.2 At the end of the paragraph Add: Minor punch list items that do not interfere with using the Work as intended may be corrected between Substantial Completion and Final Completion.

#### **9.10 Final Completion and Final Payment**

9.10.2 After "warranties or specific Subcontractor warranties," DELETE "and (6)" and REPLACE WITH ", (6) written certification from Contractor in accordance with Final Inspection requirements of Section 01 7800, (7) all Contract Closeout submittals required by Section 01 7800, each submittal having been approved by the Architect, and (8)".

### **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

#### **10.3 Hazardous Materials and Substances**

10.3.1 In the second sentence after: "asbestos", Add: ", lead-containing materials,"

### **ARTICLE 11 INSURANCE AND BONDS**

#### **11.1 Contractor's Insurance and Bonds**

11.1.2 Replace the first sentence with: The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required in the Agreement or elsewhere in the Contract Documents, covering the faithful performance of the Contract and the payments of all obligations arising thereunder.

Add 11.1.5 and subparagraphs: Insurance:

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located as will protect himself, his subcontractors and which shall indemnify and save harmless the Owner and the Architect and their officers, agents, and employees from and against all claims for bodily injury, death or property damage which may arise from the Contractor's operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by the Contractor and Subcontractor.

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and shall have filed the certificate of insurance with the Owner and a copy with the Owner's attorney. Each insurance policy shall contain a clause assuring the insurance company will not cancel the insurance without thirty days written notice to the Owner, the Owner's attorney, and the Architect of intention to cancel. The amounts of such insurance shall be not less than the following, or greater if required by law:

Commercial General Liability (Including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

a. Bodily Injury and Property Damage (Name Owner as additional insured):

\$1,000,000 Each Occurrence

\$50,000 Damage to Rented Premises (Each Occurrence)

\$5,000 Med Exp (Any One Person)

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Annual Aggregate

b. Products and Completed Operations to be maintained for two years after final payment.

c. Property Damage Liability Insurance shall provide X, C, or U coverage as applicable.

d. Contractual Liability to be included.

Comprehensive Automobile Liability:

- a. Bodily Injury:
  - 1) \$1,000,000 CSL Each Person
  - 2) \$(included) Each Occurrence
- b. Property Damage:
  - 1) \$(included) Each Occurrence

Umbrella Excess Liability: Name Owner as additional insured:

- a. Excess Liability:
  - 1) \$3,000,000 Each Occurrence
  - 2) \$3,000,000 Aggregate

Worker's Compensation:

- a. State Statutory
- b. Applicable Federal Statutory
  - 1) (e.g. Longshoremen's)
- c. Employer's Liability
  - 1) \$1,000,000 Each Accident
  - 2) \$1,000,000 Disease - EA Employee
  - 3) \$1,000,000 Disease - Policy Limit

Rented Equipment:

- a. Special/Replacement Cost
  - 1) \$100,000 Rented Equipment

Per occurrence - 30 day notice of cancellation/non-renewal - no waiver of subrogation.

Add 11.2.1 and subparagraphs: The bond value requirements are as follows:

- a. Provide bonds on a standard surety bond form.
- b. Provide a 100 percent Performance Bond.
- c. Provide a 100 percent Payment Bond.
- d. Deliver bonds within 3 days after execution of the Contract.

11.1.3 Replace paragraph with: The Contract will not be executed by the Owner until the Owner has received, from the Contractor, the properly executed surety bonds specified in AIA A101-2017 Exhibit A Insurance and Bonds.

### **11.3 Waivers of Subrogation**

Delete paragraph 11.3 and subparagraphs

### **11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

Amend 11.4 to read as follows: The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

### **11.5 Adjustment and Settlement of Insured Loss**

11.5.1 At the end of the first sentence add: "except when the fiduciary consents to allow a party with a claim to settle directly with the insurer.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

No supplement.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 Governing Law**

Change 13.1 to read: The Contract shall be governed by the law of the place where the Project is located.

**Add: 13.6 WAGE RATES**

Add: 13.6.1 All contractor and subcontractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

Add: 13.6.4 Labor and Wages, Non-Discrimination: The Contractor shall conform with and agree to provisions of Minnesota Statutes, Section 181.59 which prohibits discrimination in the hiring of labor by reason of race, creed or color.

Add: 13.6.5 Assignment of Antitrust Claims: Contractor shall assign to the State of Minnesota any and all claims for overcharges as to goods and materials purchased in connection with this order or contract resulting from antitrust violations which arise under the antitrust laws of the United States, and the Anti-Trust Laws of the State of Minnesota. In addition, Contractor shall warrant and represent that each of his first tier suppliers and subcontractors shall assign any and all such claims to the State of Minnesota.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 Termination by the Contractor**

Delete paragraph 14.1.1 and subparagraphs.

Delete paragraph 14.1.2.

Delete paragraph 14.1.3.

**14.2 Termination by the Owner for Cause**

14.2.1.2 At the end of the Subparagraph Add “or in accordance with the Contract Documents”.

Add: 14.2.1.5 files a bankruptcy petition or has a bankruptcy action commenced against it that is not discharged within 30 days of commencement of same, makes an assignment for the benefit of its creditors, has a receiver appointed to manage the Contractor’s assets or otherwise becomes insolvent;

Add: 14.2.1.6 fails to maintain schedules as required by the Contract Documents, or fails to comply in a material way with design requirements of the Contract Documents, or persistently fails to perform the Work in accordance with the Contract Documents.

14.2.4 Replace the text with: If the unpaid balance of the Contract Sum exceeds the direct and indirect consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), and other damages incurred by the Owner, such excess will be paid to the Contractor. If such costs and damages exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be approved as to reasonableness by the Architect, but when exercising any rights or remedies under this paragraph, the Owner shall not be required to obtain the lowest price for the Work performed. This obligation to payment shall survive termination of the Contract.

**14.4 Termination by the Owner for Convenience**

14.4.3: Amend to read as follows:

In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, along with reasonable overhead and profit for the completed Work.

**ARTICLE 15 CLAIMS AND DISPUTES**

**15.2 Initial Decision**

Omit paragraph 15.2 and subparagraphs.

**15.3 Mediation**

Omit paragraph 15.3 and subparagraphs.

**15.4 Arbitration**

Omit paragraph 15.4 and subparagraphs.

## **ADD ARTICLE 16**

### **16.1 Data**

16.1 to read as follows:

The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to this Agreement, and (2) all data, created, collected, received, stored, used maintained, or disseminated by the Contractor pursuant to this Agreement. The Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Contractor receives a request to release data, the Contractor must immediately notify the Owner. The Owner will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers' assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation or termination of this Agreement.

## **AIA DOCUMENT A101-2017 EXHIBIT A**

### **ARTICLE A.1 - GENERAL**

Modify paragraph to read: The Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit and in 11.1.5 in AIA Document A201-2017. As used in this Exhibit, the term General Conditions refers to AIA Document A201-2017, General Conditions of the Contract for Construction. Reference to "all-risks" in this document shall mean builder's risk policy.

### **ARTICLE A.2 - OWNER'S INSURANCE**

#### **A.2.1 General**

Delete paragraph A.2.1.

#### **A.2.2 Liability Insurance**

Delete paragraph A.2.2.

#### **A.2.3 Required Property Insurance**

Delete paragraph A.2.3 and subparagraphs.

### **ARTICLE A.3 - CONTRACTOR'S INSURANCE AND BONDS**

#### **A.3.1 General**

A.3.1.1 In the first sentence, add "of Sec. 11.1.5 in A201-2017 and" after the word requirements.

A.3.1.1 Replace the third sentence with: The certificates will show the Owner and Architect as additional insured on the Contractor's Commercial General Liability and umbrella liability policy or policies.

A.3.1.1 Add the following to the end of the paragraph: All insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

A.3.1.3 Add the following to the end of the paragraph: The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

#### **A.3.2 Contractor's Required Insurance Coverage**

A.3.2.1 Add to end of paragraph: The Architect and Owner assume no responsibility in the event that the limits set below are not adequate.

A.3.2.2.1 Amend paragraph to read: Commercial General Liability insurance for the Project written on an occurrence form with policy limits set forth in 11.1.5 of the General Conditions A201-2017 for products-completed operations hazard, providing coverage for claims including

A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits set forth in 11.1.5 of the General Conditions A201-2017 for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

A.3.2.6 Employers' Liability with policy limits set forth in 11.1.5 of the General Conditions A201-2017.

### **A.3.3 Contractor's Other Insurance Coverage**

A.3.3.2.1 In fifth sentence replace "Owner" with "(General) Contractor". See Article 11.5 of both the General Conditions and Section 00 7300 Supplementary Conditions for additional information.

Add: A.3.3.2.1.1 If the Owner is damaged by the failure of the [General] Contractor to maintain this insurance, then the [General] Contractor shall bear all reasonable costs properly attributable thereto.

A.3.3.2.4 Add to end of paragraph: The Contractor shall provide this insurance if storing materials and equipment off-site. See article 9.3.2 of the General Conditions and Section 00 7300 Supplementary Conditions for additional requirements relating to materials or equipment stored off-site.

### **A.3.4 Performance Bond and Payment Bond**

Delete second paragraph beginning "Payment and Performance Bonds..."

Add: A.3.4.1 Where there are State, Federal or other jurisdictional bond forms required by statute or regulation, the bond or bonds shall be on those forms, in the amount of 100% of the Contract amount. Where no such requirements exist, the Contractor shall furnish both AIA A312 Performance and AIA A312 Labor and Material Payment Bond, current as of the date of the agreement. Each bond, Performance and Payment shall be in the amount of 100% of the Contract amount.

Add: A.3.4.2 The Contractor shall require the attorney-in-fact who executes the required surety bonds on behalf of the surety to affix thereto a certified and correct copy of the power of attorney.

Add: A.3.4.3 Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

**END OF SECTION**

**PURCHASING AGENT AGREEMENT**

**THIS AGREEMENT** is made by and between \_\_\_\_\_ (“Agent”) and the City of Farmington, a Minnesota municipal corporation (“Owner”), a Minnesota city generally exempt from paying state sales and use tax under Minn. Stat. § 297A.70;

**WHEREAS**, Owner is undertaking the construction on its property of certain improvements generally described as the Rambling River Center renovation ("the Project");

**WHEREAS**, Owner wishes to purchase on its own account materials, supplies and equipment for the Project (collectively “Tax-Exempt Materials”) as described in Exhibit A, attached hereto;

**WHEREAS**, Owner has solicited separate bids for the Tax-Exempt Materials, the award of which was not contingent upon the successful award of any other part of the Project;

**WHEREAS**, Agent is the successful bidder for the Tax-Exempt Materials; and

**WHEREAS**, Agent desires to act as Owner’s purchasing agent for purposes of acquiring the Tax-Exempt Materials for use exclusively in the Project.

**IT IS THEREFORE AGREED** between the parties hereto that:

1. This Agreement is made with reference to, and where applicable shall be governed by, the specifications and provisions set forth in the Contract Documents as such are defined in the Owner/Contractor Agreement for the Project.
2. Owner appoints Agent to act as its purchasing agent for purchasing the Tax-Exempt Materials, and further authorizes Agent to appoint such subagents as Agent deems appropriate for carrying out the purposes of this Agreement, which subagents shall have similar powers of appointment.
3. It is understood and agreed that: (a) Owner takes title to the Tax-Exempt Materials at the point of delivery; (b) Owner assumes the risk of loss for all Tax-Exempt Materials; and (c) Owner bears all risk for defects in the Tax-Exempt Materials, including Tax-Exempt Materials incorporated into the real estate.
4. Agent (and any subagents) shall include the following Notice to Vendors/Suppliers in all purchase orders and other documents furnished to a vendor or supplier in connection with the purchase of any Tax-Exempt Materials:

**NOTICE TO VENDORS/SUPPLIERS**

The materials to which this document relates are being purchased by \_\_\_\_\_ (*name of Agent*) as the purchasing agent of the City of Farmington (“the Owner”). It is the Owner’s obligation, not the purchasing agent’s, to pay for the materials.

Because the Owner is a city of Minnesota, this purchase is exempt from sales tax under Minn. Stat. § 297A.70.

5. Agent shall exercise reasonable care in performance of its duties as purchasing agent, including the inspection of the Tax-Exempt Materials for obvious or apparent defects or the failure of such materials to conform to the plans, specifications and all Contract Documents relating to the Project.

6. Owner shall pay the sum of \_\_\_\_\_ for all of the Tax-Exempt Materials purchased by Agent under this Agreement.

Agent shall direct vendors and suppliers to deliver invoices for the Tax-Exempt Materials to Owner in care of Agent at \_\_\_\_\_ (*Agent's address*). Agent shall submit invoices for payment to Owner, which invoices shall be due and payable upon Owner's receipt of the invoices.

7. Agent shall promptly notify Owner of any sales and use tax audit by the Minnesota commissioner of Revenue or of the threatened imposition or assessment of any sales or use taxes. Owner may, at its sole option and cost, dispute, contest or otherwise resist the imposition or assessment of any such taxes. Upon reasonable notice to Owner, Agent may (but is not obligated to) take such actions as it deems reasonable in response to the threatened imposition or assessment of taxes, which actions shall be deemed to have been taken on Owner's behalf. If any Minnesota sales or use taxes are imposed or assessed with respect to any Tax-Exempt Materials purchased pursuant to this Agreement, Owner shall be solely responsible for the payment of such taxes, including any related penalties and interest, and shall hold Agent harmless and indemnify Agent from any such cost or expense related thereto, including any legal fees and costs incurred by Agent in connection therewith or in connection with the enforcement of this paragraph.

8. The agency relationship created by this Agreement is intended to be in compliance with Minnesota Rule 8130.1200 and its current interpretation by the Minnesota Department of Revenue.

9. The alternative dispute resolution provisions (if any) in the Owner/Contractor Agreement are incorporated herein by reference and are applicable to any dispute between the parties hereto arising out of this Agreement.

10. Owner may terminate this Agreement at any time and for any reason. Upon receiving notice of termination, Agent shall cease making any purchases and shall promptly notify any subagents it has appointed that such appointment has likewise been terminated, that they are to cease initiating any new purchases, and that they are to likewise notify any subagents they have appointed that they are to cease initiating any new purchases. Any purchases that were initiated by Agent or subagent prior to its receiving notice of termination and that cannot be reasonably reversed after it received notice of termination shall be deemed to have been made with authority.

11. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, assigns, and any subagents appointed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

AGENT:                   By: \_\_\_\_\_  
                                  Its: \_\_\_\_\_

**CITY OF FARMINGTON**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
      Joshua Hoyt, Mayor

Date: \_\_\_\_\_

And: \_\_\_\_\_  
      Shirley R Buecksler, City Clerk