



**Development  
Review Process  
2021**



 430 Third St., Farmington, MN 55024  
 651-280-6800  
 [FarmingtonMN.gov](http://FarmingtonMN.gov)

Dear Madam/Sir:

Thank you for your interest in developing property within the City of Farmington. It is extremely important that you review all enclosed information, especially the submittal requirements. Failure to submit any of the required information may result in a delay of the plat review. The subdivision ordinance is included in this package for your reference. Additionally, it is important that you understand that after the initial meeting with city staff you will be responsible for paying the costs associated with the review process.

### Application Fees

To initiate the subdivision process, the city requires a complete and executed application, which includes the payment of all application fees, an abstractor's list of names and addresses of all property owners within 350 feet of the proposed development, all required plans and specifications, and an escrow to cover administrative fees and review fees.

There is no cost for the initial consultation meeting with city staff to review the proposed development and platting process. Additionally, the developer will not be charged for any meetings with the planning staff during the development review process.

### Development Review Process Costs

After the initial meeting with city staff, the developer will be responsible for paying the costs associated with the development review process. These costs include engineering staff time (including city consultant time) and other costs including legal, additional meetings, plat/plan review, internal consultation, and phone conversations. The developer will be billed these charges on an hourly basis and will receive a bill monthly.

### Cash Escrow

The developer will be required to provide an escrow that will be calculated dependent upon the number of lots/units proposed in a development before any engineering work can commence on the project. If at any time the unpaid development review process fees (engineering, legal, etc.) approach the retained escrow, the developer will be notified that work on the project will stop unless bills are paid up-to-date and/or additional escrow is posted.

## Development Contract Fees

The developer is also responsible for Development Contract fees as described in the attached template under item #7. These fees are typically prepared near the end of the development review process when the preliminary or final plat is approved by the City Council.

Enclosed you will find the following information:

- 1) *Development Approval Process*
- 2) *Preliminary Plat Application Schedule*
- 3) *Application Form*
- 4) *Preliminary and Final Plat Checklists*
- 5) *2021 Fees and Charges*
- 6) *Legal Services Fees 2021*
- 7) *Development Contract Template*
- 8) *City of Farmington Contact List*

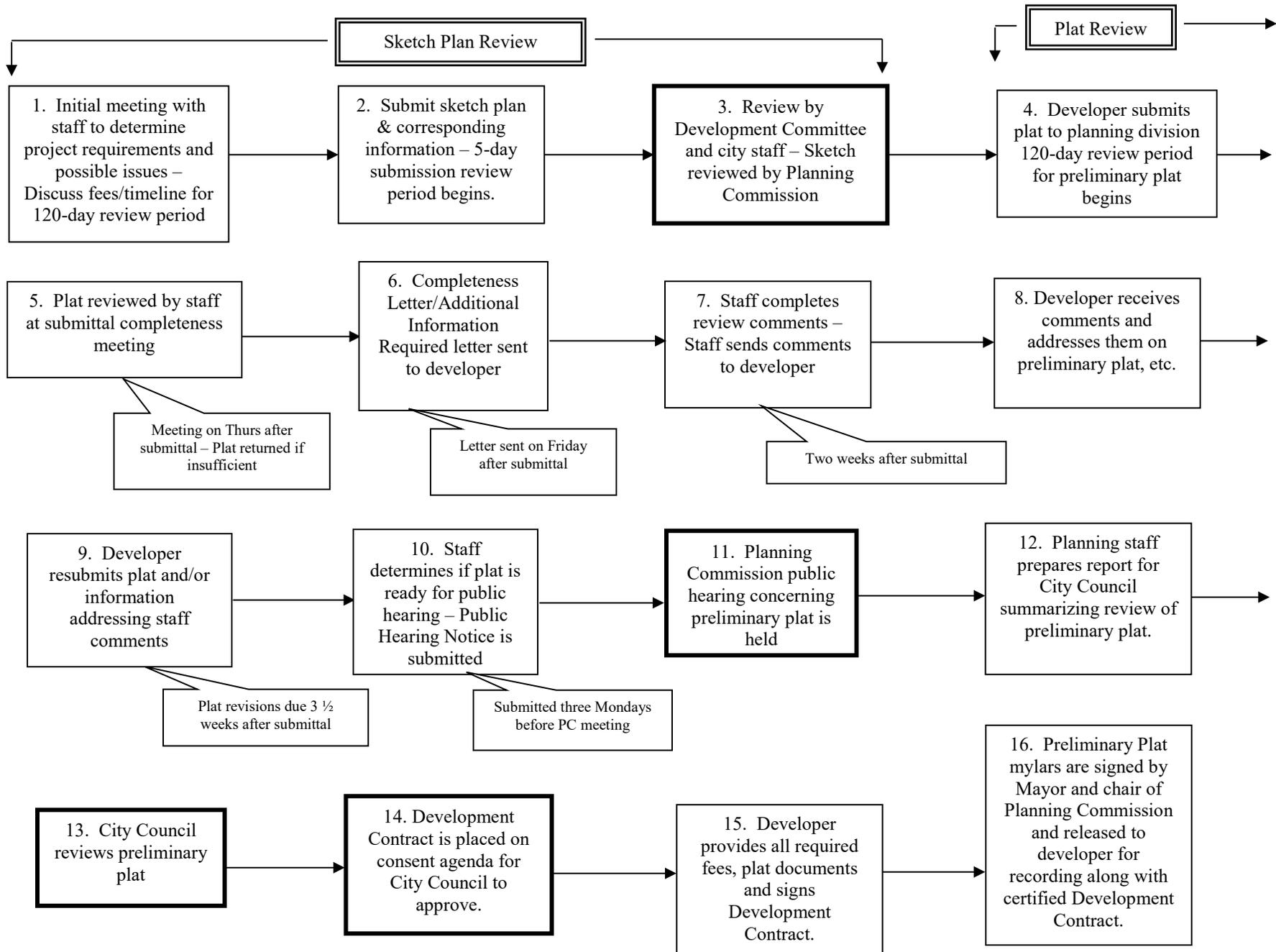
Please contact the appropriate person from the enclosed contact list with any questions or requests for additional information.

Sincerely,

Tony Wippler  
Planning Manager

cc: Development File

## CITY OF FARMINGTON – SKETCH PLAN/PRELIMINARY PLAT APPROVAL PROCESS



## CITY OF FARMINGTON - SKETCH PLAN & PLAT APPROVAL PROCESS

The following steps outline a typical development process when the sketch plans, preliminary and/or final plats are filed separately. Depending upon review issues, this process and time frame may be altered as required and appropriate.

### SKETCH PLAN REVIEW PROCESS

**Step 1:** *An initial meeting with staff to determine project requirements and possible issues.*

This meeting serves as a mechanism for the developer to become aware of city development ordinances, standards, and fees.

- Staff prepares development approval schedule, discusses checklist and informs developer of associated fees involved in development process.
- City staff determines if the preliminary and final plat shall be reviewed separately in the review process or simultaneously.
- Staff discusses 120-day review period timeline per state statute with developer.

**Step 2:** *Submit sketch plan and corresponding information.* The developer submits the sketch plan to the planning manager along with other pertinent information prior to the review of the project by the Planning Commission.

- City staff will inform the developer if documents are missing in the submission package and will notify the developer by email and mail within 5 working days after submission.
- If the submission is incomplete, the planning manager will return the submittal to the developer at the end of the 5-day submission review period and the sketch plan will not be scheduled for review by the Planning Commission.
- If all sketch plan information has been submitted, the developer will be notified by fax and mail at the end of the 5-day submission review period and review of the project by city staff commences.
- Any additional outside agency review which may be required such as an Environmental Assessment Worksheet (EAW), Floodplain Study or MUSA approval by the Metropolitan Council should begin before or shortly after the submission of the sketch plan to eliminate unnecessary delays in the plat approval process. These approvals are required prior to scheduling a public hearing for the preliminary and final plat at the Planning Commission.

**Step 3:** *Review of sketch plan by Development Committee, City Staff and Planning Commission.*

- The planning manager reviews the sketch plan with the Development Committee and other appropriate city staff to provide staff the opportunity to become familiar with the project and generate review comments.
- The sketch plan is also sent to the Parks and Recreation Commission, Water Board and the Economic Development Authority, if applicable, for review. This gives the developer the opportunity to receive feedback from all groups prior to the Planning Commission meeting.
- After review comments have been received, the planning manager will forward the comments to the Planning Commission and present the sketch plan.
- Time Frame: A minimum of three weeks is required to review the **sketch plan** and schedule a review at a Planning Commission meeting.

**Step 3: Meeting 1 - Sketch Plan is reviewed at Planning Commission meeting.**

- The Planning Commission makes recommendations to the developer concerning the sketch plan and changes to the plan should be made on the preliminary and final plat before the project is presented to the Planning Commission.

**PLAT REVIEW PROCESS**

**Step 4:** *The developer submits preliminary plat to planning and engineering staff with comments addressed from sketch plan process and all required information along with payment of fees. The 120-day review period for a preliminary plat begins if the submittal is deemed complete.*

- The developer shall submit the following documentation as required in section 11 chapter 2 of the city code prior to the scheduling of a public hearing before the Planning Commission: a) an application for preliminary plat, b) fifteen (15) copies of the plat, c) five (5) 11" x 17" copies of the plat, d) five (5) copies of supporting documents including utility layouts, e) two (2) copies of final engineering plans f) an abstractor's list of property owners living within three hundred fifty feet (350'), and g) filing fees and surety as specified in the city's annual fee schedule shall be paid.
- The preliminary plat submittal must contain all of the information required in sections 11-3-2 of the subdivision ordinance in order for the Planning Commission to act upon the preliminary and final plat.

**Step 5:** *Plat is reviewed at the submittal completeness meeting on Thursday of the week that the submittal was received by the city.*

- Staff reviewing the plat submittal includes planning (Tony Wippler), engineering (Katy Gehler), and park & recreation (Randy Distad) to determine if all information from Sections 11-3-2 of the subdivision ordinance has been submitted.
- After city staff has determined that the preliminary plat is complete for review, the planning staff will distribute the preliminary plat to affected agencies, jurisdictions, and utilities to request comments. The above-mentioned groups have approximately three weeks to submit comments concerning the preliminary plat to the planning manager.

**Step 6:** *A Completeness Letter/Additional Information Required letter will be sent to the developer on the Friday of the week the submittal was received by the city.*

- City staff will inform the developer if any items are missing in the submission package and will notify the developer by email and mail.
- If the submission is incomplete, the planning manager will return the submittal to the developer with the Completeness Letter/Additional Information Required and the plat will not be scheduled for review by the Planning Commission. If the submission is incomplete, the developer will need to submit at the next submittal date shown on the development schedule (typically the month following the original submittal).
- If all preliminary plat information has been submitted including filing fees, number of copies, engineering construction plans, etc., the developer will be notified by email and mail with the Completeness Letter and the 120-day review timeline begins on the date that the plat was submitted by the developer.
- Any required Environmental Assessment Worksheet, Floodplain Study or other studies required for the project must be completed and approved by the external reviewing agencies and approval processes before the 60-day time limit begins and the preliminary and/or final plat in order for the Planning Commission to act on the submission.

**Step 7:** *Staff completes plat review comments and sends comments to the developer.*

- Staff including planning (Tony Wippler), engineering (Katy Gehler), and park & recreation (Randy Distad) along with the fire chief and solid waste supervisor, should submit comments along with any comments from outside consulting staff to Katy Gehler or Tony Wippler for incorporation into a comment letter to be sent to the developer.

**Step 8:** *Developer receives comments from staff and addresses them on plat, etc.*

- Preliminary plat comments from staff are sent to developer two weeks after submittal of plat.

**Step 9:** *Developer resubmits a revised plat/information per staff comments.*

- Preliminary plat revisions are due 3 ½ weeks after submittal of plat.

**Step 10:** *Staff determines if the plat is ready for review at the Planning Commission. If the plat is sufficient for review, notice of public hearing is published 10 days prior to Planning Commission hearing date for preliminary plat review as required by Minnesota state statutes.*

- Notices are mailed to properties on the abstractor's list to be provided by the developer and an affidavit of mailed notice is filed as required by Minnesota state statutes.

**Step 11: Meeting 2 - Preliminary Plat is reviewed at Planning Commission Public Hearing.**

- The Planning Commission makes a recommendation for the approval or denial of the preliminary plat and forwards the recommendation to the City Council.

**Step 12:** *Planning staff prepares report for City Council summarizing review of plat.*

- City staff reviews the preliminary plat and engineering construction plans need to be substantially complete as determined by the city engineer before it is scheduled for review by the City Council. The planning and engineering staff reviews and prepares agenda report for City Council.
- Comments from the Planning Commission meeting are incorporated into the City Council report and the preliminary plat must reflect any changes required by the Planning Commission.

**Step 13: Meeting 3 - Preliminary Plat is reviewed at City Council meeting.**

*Preliminary plat is reviewed by City Council - Upon approval, resolution provides for acceptance of all agreements for improvements, public dedication and other requirements indicated by City Council.*

- The public may ask questions or voice concerns at the City Council meeting.
- City Council adopts resolution approving and authorizing the signing of the final plat contingent upon preparation of the Development Contract.

**Step 14:** *Engineering staff drafts Development Contract after information is received from the developer.*

- Engineering construction plans need to be substantially complete as determined by the city engineer before the City Council reviews final plat.
- Developer prepares cost estimates for required developer improvements and city engineer prepares financial guarantees for Development Contract.
- After preparation of agreement, staff forwards the draft Development Contract to the city attorney for approval.
- After approval by the city attorney, staff forwards the draft to the developer for review, comment and, if necessary, to arrange for a meeting to work out unresolved issues.

**Meeting 4 - Developer's Agreement is reviewed at City Council meeting.**

**Step 15:** *Developer provides all required fees, plat documents and signs Development Contract.*

- Developer provides all required fees, plat documents, including three full size and one 8 1/2" x 11" mylar of preliminary plat, and signs Development Contract.
- Three copies of the Development Contract shall be submitted to the city.

**Step 16:** *Plat is signed by Mayor and chair of Planning Commission and released to developer for recording along with certified Development Contract.*

- The developer has one (1) year after the preliminary plat and six (6) months after final plat by the City Council to record the plat with the Dakota County Recorder or the previous approval is considered void. The developer may request a time extension for recording of the preliminary or final plat if submitted in writing, which will be reviewed by the City Council. A request for a time extension may be allowed once in the platting process.
- The developer may begin grading of the site once the grading plan is approved by the city engineer and the Development Contract is executed. No building permits shall be issued for construction of any structure on any lot on the preliminary plat until the city has received evidence of the plat being recorded by Dakota County.



# CITY OF FARMINGTON

## PRELIMINARY PLAT APPLICATION SCHEDULE JANUARY - DECEMBER 2021 PLANNING COMMISSION AND CITY COUNCIL MEETINGS

<b>APPLICATION DUE DATE 4:30 PM</b>	<b>STAFF SENDS OUT COMPLETENESS LETTER TO DEVELOPER *</b>	<b>STAFF COMPLETES PLAT REVIEW COMMENTS</b>	<b>APPLICANT REVISIONS DUE BY 4:30 PM</b>	<b>PUBLIC HEARING NOTICE EMAILED TO PAPER AND MAILED**</b>	<b>PLANNING COMMISSION MEETING 7:00 PM***</b>	<b>CITY COUNCIL MEETING 7:00 PM***</b>
<b>MONDAYS****</b>	<b>FRIDAYS****</b>	<b>FRIDAYS****</b>	<b>WEDNESDAY****</b>	<b>MONDAYS****</b>	<b>TUESDAYS****</b>	<b>MONDAYS****</b>
November 16, 2020	November 20, 2020	November 25, 2020	December 9, 2020	December 28, 2020	January 12, 2021	January 19, 2021
December 21, 2020	December 23, 2020	December 31, 2020	January 13, 2021	January 25, 2021	February 9, 2021	February 16, 2021
January 19, 2021	January 22, 2021	January 29, 2021	February 10, 2021	February 22, 2021	March 9, 2021	March 15, 2021
February 16, 2021	February 19, 2021	February 26, 2021	March 10, 2021	March 29, 2021	April 13, 2021	April 19, 2021
March 15, 2021	March 19, 2021	March 26, 2021	April 7, 2021	April 26, 2021	May 11, 2021	May 17, 2021
April 19, 2021	April 23, 2021	April 30, 2021	May 12, 2021	May 24, 2021	June 8, 2021	June 21, 2021
May 17, 2021	May 21, 2021	May 28, 2021	June 9, 2021	June 28, 2021	July 13, 2021	July 19, 2021
June 21, 2021	June 25, 2021	July 2, 2021	July 14, 2021	July 26, 2021	August 10, 2021	August 16, 2021
July 19, 2021	July 23, 2021	July 30, 2021	August 11, 2021	August 30, 2021	September 7, 2021	September 20, 2021
August 16, 2021	August 20, 2021	August 27, 2021	September 8, 2021	September 27, 2021	October 12, 2021	October 18, 2021
September 20, 2021	September 24, 2021	October 1, 2021	October 13, 2021	October 25, 2021	November 9, 2021	November 15, 2021
October 18, 2021	October 22, 2021	October 29, 2021	November 10, 2021	November 29, 2021	December 14, 2021	December 20, 2021
November 15, 2021	November 19, 2021	November 24, 2021	December 8, 2021	December 27, 2021	January 11, 2022	January 18, 2022
December 20, 2021	December 22, 2021	December 31, 2021	January 12, 2022	January 24, 2022	February 8, 2022	February 22, 2022

\*Completeness letter will inform applicant if the submission is complete. If the submission is **not** complete, the applicant needs to resubmit on the due date the following month.

\*\*Applicant will be informed of a public hearing date **if** the plans have been revised per city comments.

\*\*\*Planning Commission and City Council meeting dates are subject to change.

\*\*\*\*Days are subject to change due to holidays or other events



CITY SERVICES		
<b>General Personnel Charges</b>		
When the City charges for staff time, the hourly rate will be multiplied by a factor of 1.5, which includes salary, and benefits. Specific rates available from Finance Department upon request.		
<b>Escrow Deposits</b>		
Escrows are set to recover costs incurred by the City related to some permitting actions. Escrows shall be determined as defined in this fee schedule and may include but are not limited to administrative costs, personnel charges, and outside services.		
When the City requires an escrow, the amounts represent initial deposits, not actual charges. Additional deposits may be required if costs incurred go above the original escrow amount. Any unused escrow will be returned to the applicant. An Escrow Deposit Agreement may be required.		
FIRE	2021 Amount	
<b>False Alarms (after 3 per occurrence) Fire Alarms</b>		
Non-Residential	\$150 up to five, \$500 thereafter	
Residential	\$150 up to five, \$300 thereafter	
Service and or testing personal conducting fire drills, maintenance, testing, or service of the alarm or sprinkler system who cause a nuisance or unintentional alarm.	\$150 per response	
Malicious/Mischievous False Alarms	Staff time plus equipment rate	
<b>Fire/Rescue Response (Non-Contracted Services)</b>		
Apparatus/Vehicle (Includes Personnel)	Rate per hour	
Aerial Ladder Truck	\$525	
Brush Truck	\$158	
Chief	\$125	
Engine	\$315	
Light Rescue	\$158	
Tender	\$225	
Utility Vehicle	\$105	
Invalid/Lift Assist	\$150 up to five, \$300 thereafter	
Hazardous Material Incidents	Personnel and Equipment Rates	
Unauthorized Burning Extinguishment Fee	Personnel and Equipment Rates	
Paid On-Call Personnel Rate	\$25/hour/person	
<b>Miscellaneous</b>		
Fire Report Fee	\$15	
Fire/Rescue Standby	Current hourly rate/person/vehicle (vehicle would include personnel)	2-Hour Minimum for Pyrotechnic Displays
<b>Fireworks</b>		
Establishments with mixed sales	\$100	<i>(Fireworks sales as accessory item)</i>
Establishments Selling Fireworks Only	\$350	
Pyrotechnic Display Permit and Inspection	\$100	

FIRE	2021 Amount	
<b>Flammable Tank System</b> 500 Gallons or Less 501 – 1,000 Gallons 1,001 Plus Gallons Tank Removal	\$25 \$50 1.5% up to \$10,000 \$100 per tank	
Temporary Tent MPCA Permit – 30 days (limited to 2 per year) Open Burning Fire Permit (30 days)	\$40 \$20 \$25	
Fire Alarm System – New or Alteration	1.5% of contract cost up to \$10,000 (minimum of \$50) 1% of contract cost over \$10,000	
Fire Suppression System – New or Alteration  Day Cares Complaint, Requested, or Routine Fire Life Safety Inspection - Initial inspection and follow up inspection Re-inspection of any type	1.5% of contract cost up to \$10,000 (minimum of \$50) 1% of contract cost over \$10,000  \$50  Free  \$75	

MUNICIPAL SERVICES EQUIPMENT	2021 Amount	
<p><i>Billed at equipment rate listed below plus personnel rate for staff time. Staff time is billed at a one hour minimum. Equipment rates during regular work hours are billed at a one hour minimum; personnel rates for call outs after regular hours are billed at a two hour minimum at time and a half. ALL CITY EQUIPMENT MUST BE OPERATED BY A CITY EMPLOYEE.</i></p>		
Air Compressor, Hammer, Hose	\$35/hour	
Backhoe	\$60/hour	
Blower	\$25/hour	
Bucket Truck	\$60/hour	
Chipper	\$50/hour	
Compacting Tamper	\$25/hour	
5 yd Dump Truck/Water Tanker	\$45/hour	
Flail Mower	\$75/hour	
Front End Loader	\$75/hour	
Generator – Small	\$50/hour	
Generator – Trailer	\$100/hour	
Grader	\$85/hour	
Paint Striper	\$30/hour	
Pickup Truck	\$30/hour	
Sewer Jetter/Vactor	\$175/hour	
Skidster	\$60/hour	
Street Sweeper	\$85/hour	
1 Ton Truck	\$35/hour	
Trailer Pump	\$50/hour	
Trash Pump	\$25/hour	
TV Sewer Camera	\$200/hour	

POLICE SERVICES		2021 Amount	
<i>Billed at equipment rate listed below plus personnel rate for staff time. Staff time is billed at a 2 hour minimum. Equipment rates during regular work hours are billed at a one hour minimum; call outs after regular hours are billed at a two hour minimum.</i>			
Audio Video	CD/DVD	\$35	
	Public Data – Offenders List	\$20/week	
False Alarms (after 3 per ordinance)	Non-Residential	\$150	
	Residential	\$150	
Investigative	Case Reports	\$1/page	
	Photographs	\$5/copy	
	Research Fee	\$30/hour - 1 hour minimum	
Miscellaneous	Accident Reports for Insurance Purposes	\$5	
	Fingerprinting Non-Resident (No charge for resident)	\$50	
	Transient Merchant, Peddler, Solicitor	\$65/person annually \$45.00/person	
	Police Personnel Event Coverage	\$100/hour non-profit \$150/hour for profit	
Pawn Shops	Annual License Fee	\$8,000/year	
	Billable Transaction Fee Electronic	\$1.50/transaction	
	Billable Transaction Fee Manual	\$2.50/transaction	
	Pawn Shop Investigation	\$1,000	
LICENSES - GENERAL			
DOG LICENSE		2021 Amount	
Male or Female		\$20/dog 2 years	Pursuant to Ordinance 6-2-14 the owner shall pay an additional \$50 as appropriate for a 4th dog.  Exception – New residents – see note under animal licensing above. Permitted in agricultural zone only.
Lifetime License		\$50/dog	
License Enforcement Service Charge		\$25/dog	
Tag Replacement Fee		\$5	
Dangerous Dog Registration		\$100	
Warning Symbols		At cost	
Dog Kennel (3 or more dogs)		\$300/year	
GAMBLING LICENSE		2021 Amount	
Gambling Event Investigation Fee		\$50	
Gambling Premise Investigation Fee		\$50	

BUSINESS LICENSE		2021 Amount
Bed and Breakfast		\$50
Cigarette/Tobacco Sales		\$200/year
Reinstatement after revocation		\$150 plus administrative time per fee schedule
Saunas		\$5,000 annual business  \$300 original investigation \$150 renewal investigation
Therapeutic Massage		
	Business License	\$50 (includes 1 therapist)
	Therapist	\$50
	Business Investigation	\$300
	Therapist Investigation	\$200
MISCELLANEOUS LICENSES		2021 Amount
Temporary Outdoor Exhibition		\$50/Event
Tents and Temporary Membrane Structures		\$40
LICENSES - LIQUOR		
		2022 Billing
Beer, Off-Sale		\$75/year
Beer, On-Sale		\$250/year
Beer, On-Sale Temporary		\$0
Display and Consumption		\$300/year
Liquor, On-Sale		\$3,500/year
Investigation Fee		Not to exceed \$300
Liquor, On-Sale Club		Set by State
Liquor, On-Sale Sunday		Set by State
Transfer Fee		\$300
Wine, On-Sale		\$300/year
Investigation Fee		\$100/year
Brew Pub		\$250/year
Cocktail Room		\$250/year
Taproom		\$250/year
Investigation Fee		\$100/year

<b>PARKS AND RECREATION</b>		
<b>The Current Advertising Rates</b> (Full Color Advertising)	<b>2021 Amount</b>	
<i>To qualify for non-profit status a 501c3 tax exempt status is required.</i>		
Half Page per Publication Rate:		(H) 7.5 wide x 4.5 high (V) 3.667 wide x 9.25 high
Government/Non-Profit	\$325	
Commercial/For Profit	\$375	Includes Tax
Half Page 1-year Rate (4 issues per year)		
Government/Non-Profit	\$1,040/year	
Commercial/For Profit	\$1,200/year	Includes Tax
Quarter Page per Publication Rate:		3.667 wide x 4.5 high
Government/Non-Profit	\$225	
Commercial/For Profit	\$250	Includes Tax
Quarter Page 1 Year Rate (4 issues per year)		
Government/Non-Profit	\$720/year	
Commercial/For Profit	\$800/year	Includes Tax
<b>PARK FACILITIES RENTAL RATES</b>	<b>2021 Amount</b>	
Shelter Half Day	\$65 (includes tax)	7:00 a.m. – 2:45 p.m. or 3:15 p.m. – 11:00 p.m.
Shelter Full Day	\$90 (includes tax)	7:00 a.m. - 11:00 p.m.
Event Application Fee	\$60 (includes tax)	
Events in Parks (150 or more people)	\$285 (includes tax)	Requires insurance certificate and separate fees for portable toilet and trash service.
Weddings	\$285 (includes tax)	
Warming House Rental Rate	\$40 (includes tax)	8:00 a.m. to 12 p.m. only with minimum two hour charge.
Private Skating Party		
<b>OUTDOOR FIELD RENTAL RATES</b>	<b>2021 Amount</b>	
Baseball Fields	See Schedule H	
Soccer Fields	See Schedule H	
<b>RAMBLING RIVER CENTER RENTAL RATES</b>	<b>2021 Amount</b>	
Annual Membership	\$38/individual (includes tax)	Includes both regular and fitness center membership
Member Incentive Programs	30 day money-back guarantee (Financial Support Program)	
Fitness Room Non-Member One-Time Visitor Pass	\$7.00 (includes tax)	
Rambling River Center Room Rental Rates	See Schedule G	
Rambling River Center Damage Deposit Banquet Room	\$500	
Rambling River Center Damage Deposit Meeting Rooms	\$75	
Rambling River Center Non-Member User Fee	\$4 (includes tax)	
Rambling River Center Newsletter Advertisement	\$90 (includes tax)	2 inch by 1 inch ad space for 1 year
DVD Rental	Included with rental fee if requested	
Sound System Rental	\$150 (includes tax)	
VCR Rental	Included with rental fee if requested	

RECREATIONAL PROGRAMS		2021 Amount	
Programs, Lessons, Activities	Cover all direct costs		
Special Event	Minimum or no fee charged		
SCHMITZ-MAKI ARENA ADVERTISING RATES		7/1/21-6/30/22	
Full 4 x 8 Sheet	<u>includes tax</u>		
One Year	\$440/year		
Three Years	\$385/year (\$1,155 annual)		Entire Fee must be paid up front.
4 x 4 Sheet	<u>includes tax</u>		
One Year	\$280/year		
Three Years	\$250/year (\$750/annual)		Entire Fee must be paid up front.
Ice Resurfacers	<u>includes tax</u>		
One Year	\$735/year		
Three Years	\$650/year (\$1,950/annual)		Entire Fee must be paid up front.
Dasher Boards	<u>includes tax</u>		
One year	\$545/year		
Three Years	\$490/year (\$1,470/annual)		Entire Fee must be paid up front.
SCHMITZ-MAKI ARENA RATES		7/1/21-6/30/22	
Dry Floor Rental	\$500/day + tax \$150/day + tax		
Ice Time - Prime Time	\$235/hr + tax		Saturday and Sunday (7:00 a.m. – 10:00 a.m.) Monday – Friday (2:00 p.m. – 10:00 p.m.)
Ice Time - Non-Prime Time	\$175/hr + tax		Saturday and Sunday (10:15 p.m. – 6:45 a.m.) Monday – Friday (10:15 p.m. – 1:45 p.m.)
Summer Ice (June-August)	\$175/hr + tax		
Open Hockey	\$10 (includes tax)		
Open Skating	\$5.00/person (includes tax)		
Open Skating Free Style	\$10 (includes tax)		
Open Skating Punch Card	10 punches \$45 (includes tax)		Expires on April 1 each year.
Skate Rental	\$4/pair		
Skate Sharpening	\$4/sharpened pair or 10 sharpened pairs for \$35 (includes tax)		
Indoor Turf Rental	\$80/hour + tax		

PERMITS - BUILDING		
GENERAL	2021 Amount	
Building Permit	2009 MN State Statute 326B.1530 (see Schedule I)	Grading permit fees may apply
Additional Plan Review Fee (after 1 <sup>st</sup> review)		
Decks, interior finishes, additions, etc.	\$25	
Commercial, New SFD/MFD	\$100	
Re-inspection Fee	\$65	
Basement Finish All Inclusive	See Schedule I	Includes building, plumbing, HVAC and fireplace
Bathroom Finish All Inclusive	\$105 + state surcharge as recommended by MN state code section	Includes building, plumbing and HVAC
Building Demolition	See Schedule I	
Building Moving		
House	\$160 + state surcharge as recommended by MN state code section 1300.0160	Requires special exception in addition to fees listed
Garage	\$50 + cost of utility locations	
Surety	\$10,000 flat	
Decks	See Schedule I	
Garages	See Schedule I	Grading permit fees may apply
Gazebos Freestanding	See Schedule I	
Pools		
Above Ground	\$105 + state surcharge as recommended by MN state code section 1300.0160	Grading permit fees may apply
Inground	\$165 + state surcharge as recommended by MN state code section 1300.0160	Grading permit fees may apply
Retaining Wall (Over 4 feet)	\$140	Grading permit fees may apply
Porches	See Schedule I	
Miscellaneous Requested Inspections	\$105	
Investigation Fee/Stop Work Order	\$65	
Permit Pack Reprint	\$25	
Permit Card Reprint	\$5	
Cancelled Permits	\$10	
Expired Permits	50% of Base Fee	
Expired Temporary Certificates of Occupancy	50% of Base Fee	

GENERAL		2021 Amount	
Roof		\$70 + state surcharge as recommended by MN state code section 1300.0160	
Siding		\$70 + state surcharge as recommended by MN state code section 1300.0160	
Window/Door Replacement		\$70 + state surcharge as recommended by MN state code section 1300.0160	
Combo Permits			
	Two (2) Items	\$115 + state surcharge as recommended by MN state code section 1300.0160	Two of the following permits: Roof, Siding, or Window/Door Replacement
	Three (3) Items	\$150 + state surcharge as recommended by MN state code section 1300.0160	Three of the following permits: Roof, Siding, or Window/Door Replacement
Individual On-site Sewage Treatment		\$275 (\$232 City, \$43 County)	
	Re-inspection (after 2 fails)	\$50	
	Septic Abandonment	\$60	
Temporary Buildings on Construction Sites		\$150	
ELECTRICAL PERMITS		2021 Amount	
Single-Family Residential		See Schedule L	
Multi-Family Residential and Commercial		See Schedule L	
Solar PV Installation		See Schedule M	

MECHANICAL PERMITS		2021 Amount
Fireplace		\$65/fireplace + state surcharge as recommended by MN state code section 1300.0160
Commercial Heating		1.25% of contract cost + state surcharge (contract valuation x .0005) minimum of \$100
	Re-inspection	\$65
Residential Heating		
	New Construction	\$85 + state surcharge as recommended by MN state code section 1300.0160
	Repair/Replace	\$55 + state surcharge as recommended by MN state code section 1300.0160
	Re-inspection	\$65
PLUMBING PERMITS		2021 Amount
Heater, Water Softener		\$30 + state surcharge as recommended by MN state code section 1300.0160
Commercial Heating Includes Sprinkling Systems		1.25% of contract cost + state surcharge (contract valuation x .0005) minimum of \$100
	Re-inspection	\$65
Residential Heating		
	New Construction	\$85 + state surcharge as recommended by MN state code section 1300.0160
	Repair/Addition	\$55 + state surcharge as recommended by MN state code section 1300.0160
	Re-inspection	\$65

UTILITY SERVICE CONNECTION PERMITS		2021 Amount	
Erosion Control/Grading/Landscaping/As-builts			
	Initial Permit Fee	\$225	Includes 2 inspections each for grading and turf
	Re-inspection Fee	\$65	
	Escrow - Single Family Residential	\$3,000	
	Escrow - All other site grading permits	125% of Estimated Restoration Cost	
<b>Sewer</b>			
	Connection Permit	\$75 each	ROW permit required for work in the ROW plus surety
	Lateral Connection Charge	\$2,160	
	Lateral Equivalent Charge	See assessment rolls	
	City Sewer Availability Charge (CSAC)	\$555/REU	REU Determination by Metropolitan Council
	MCES Sewer Availability Charge (SAC)	\$2,485/REU	
	Re-inspection Fee	\$65	
<b>Water</b>			
	Connection Permit	\$75 each	ROW permit required for work in the ROW plus surety
	Lateral Connection Charge	\$1,515 each	
	Re-inspection Fee	\$65	
	Reserve Capacity Connection (WAC) Fee	\$2,455/REU	Funds construction of trunk infrastructure to support new development. Water connection charge will not apply to fire sprinkler lines. Meters 4" and up will need a separate analysis and the fee will be determined by the city engineer.
<b>PERMITS - CONSTRUCTION RELATED</b>			
EXCAVATION & MINING		2021 Amount	
	0 – 1,000 cubic yards	\$50	Grading plans required plus personnel charges to review the application. CUP required for 50,000 Cubic yards and above.
	1,000 – 25,000	\$150	
	25,001 – 50,000	\$300	
	50,001 – 250,000	\$500	
	250,000+	\$1,000	
	Filling	\$75 + staff time	CUP required
	Landfills, Sludge Ash, Incinerator Ash, etc.	\$150,000 initial \$60,000/year + \$30/ton renewal	
	Excavation/Filling/Mining Surety	Per estimated costs of code compliance	

ROW PERMITS		2021 Amount
Utility Construction Permit	Fee for work up to 1,000 linear feet	\$160
	Fee for work over 1,000 linear feet	\$0.16 per linear foot
	Escrow Deposit	\$500 Minimum
General Excavation Permit	Fee	\$160
	Escrow Deposit	\$500 Minimum
Obstruction Permit		\$50
PERMITS - DEVELOPMENT/SUBDIVISION		
APPLICATION FEES		2021 Amount
Annexation Petition		\$250 + \$20/acre up to 10 acres, \$5/acre over
Comprehensive Guide Plan Amendment		\$450
Conditional Use Permit/Special Exception		\$250
Interim Use Permit		\$250
Rezoning Administrative Fee		\$450
Appeal of Zoning Decision		\$150
Appeal of Planning Commission Decision		\$150
Zoning Certificate, Verification of Zoning		\$25
Site Plan Review		\$150
Sketch Plan Review		\$150
Subdivision Waiver, Administrative Fee		\$125/staff time
Vacation of Public Right-of-Way		\$200
Variance Request		\$250
Environmental Assessment Worksheet Review		Actual cost which may include both personnel and outside services
Preliminary Plat	Fee	\$750 base + \$10/lot
	Escrow	3 lots or less \$1,000 4-10 lots \$2,500 11 or more \$5,000
Final Plat	Fee	\$300
	Escrow	3 lots or less \$1,000 4-10 lots \$2,500 11 or more \$5,000

APPLICATION FEES		2021 Amount	
PUD (Planned Unit Development)	Fee	\$500 + \$22/acre	
PUD Amendment	Fee	\$300	
Wetland Conservation Act Administration	Fee	\$250	
Wetland Replacement Plan Surety		125% of estimated construction cost	
Wetland Replacement Plan Monitoring		\$5,000	5-year Surety
PLATTING FEES, ESCROWS & SURETIES		2021 Amount	
<p><i>Platting fees are generally collected with the approval of a Development Contract. Acreage charges shall be based on the gross area of the development, less floodways, steep slopes, dedicated parkland, delineated wetlands, and oversizing of county ROW. Fees based on REU shall use the MCES determination for flows.</i></p>			
Sanitary Sewer Trunk Area Charge		\$2,519/acre	The Sanitary Sewer Trunk Area Charge funds trunk improvements identified in the city's Comprehensive Sanitary Sewer Plan.
Sealcoating Fee		\$1.63/sq.yd. of bituminous area	This fee funds initial seal coating of newly constructed streets two to three years after initial construction as required by engineering guidelines.
Surface Water Management Fee (Development)			The Surface Water Management Fee funds the trunk storm water improvements identified in the city's Surface Water Management Plan.
Residential, Low Density		\$12,744/acre	
Residential, High Density		\$21,169/acre	
Commercial/Industrial/Institutional		\$25,484/acre	
Surface Water Quality Management			The Surface Water Quality Management Fee is collected to fund future excavation of sediments deposited in sedimentation ponds.
Residential (single/multi)		\$110/acre	
Commercial/Industrial/School/Other		\$231/acre	
Water Trunk Area Charge		\$4,703/acre	The Trunk Area Charge funds the trunk improvements identified in the city's Water Supply and Distribution Plan.
Parkland and Trail Fees		Per Parkland Dedication Ordinance Calculation	
Park Development Fee		\$24,212/acre	Park Development Fee multiplied by the total acres required to be dedicated for parkland in the development.
Future Through Street Sign		Actual Cost	
Wetland Buffer, Conservation, and Natural Area Signs		Actual cost	

PLATTING FEES, ESCROWS & SURETIES		2021 Amount	
Public Improvement Surety		125% of Estimated Public Improvement Construction Estimate	
Contract Administration Escrow		3% of Estimated Public Improvement Construction Estimate	
Construction Observation Escrow		5% of Estimated Public Improvement Construction Estimate	
PERMITS - SPECIAL			
Sign Permit, Review Plans	Estimated Value: up to \$500	\$20	Signs which need a conditional use permit must pay both the established sign permit fee, plus the conditional use permit fee.
	\$500.01 - \$1,000	\$30	
	\$1,000.01 - \$2,500	\$60	
	Over \$2,500	\$80	
Urban Chicken Permit	Initial Permit	\$100	
	Renewal Permit	\$40	
Dock Permit		\$40	
WATER TOWER COMMUNICATION DEVICES		2021 Amount	
Lease Administration Fee		\$500	This fee must be paid prior to any research or site meetings. The fee covers staff time or outside costs to review plans and specifications. Surety may be required for any approved work.
<i>Lease rates noted are the initial rate indicated in any new lease agreements and the rate will increase by 5% annually on January 1<sup>st</sup>, regardless of the date that the lease is signed or type of equipment.</i>			
Base Lease Rate		\$3,741.31/month (\$44,895.72 annually)	This lease rate covers up to 3 antennas and 300 sq. ft. of space at the base of the tower.
Additional Antenna Lease Rate		\$1,247.14/month (\$14,965.68 annually)	This rate will be added to the base lease rate, beginning with the 4 <sup>th</sup> antenna array, for each additional antenna array.
Additional Space Rental Lease Rate		\$6.91/month/sq. ft. (\$82.92/year/sq. ft.)	This charge will apply if the installation occupies more than a total of 300 sq. ft. at the base of the tower. Square footage will be calculated based on a rectangular area described by adding 3 ft. to the maximum width and length, or by the actual size of easement requested, whichever is larger. This will not include access easements, or line easements from the tower to the enclosure/equipment.

<b>MISCELLANEOUS</b>		
Ag Preserve Filing	\$75	
Candidate Filing	\$5	10,000 – 100,000 population
Code Enforcement Cost Recovery	\$40 Re-Inspection/ Administrative Fee	Plus Cost of Abatement
<b>BILLING AND INVOICING CHARGES</b>		<b>2021 Amount</b>
Assessment Certification Fee	\$35 administrative fee + 8% interest	
Late Payment Penalty	10% of current delinquent charge	
Returned Item Fee	\$30	
Special Assessment Search	\$25	
<b>COUNTER SALES</b>		<b>2021 Amount</b>
CD/DVD	\$35	
Comprehensive Plan Document	\$40	
Copies	\$.25/page	
Color Copies 8 ½ x 11	\$.50/page	
Color Copies 11 x 17	\$1/page	
Large Format Copy (Excluding 2' Contour)	\$3/copy	
Flood Plain Map (Copy of FEMA Map)	\$5	
Flood Plain Map (Other)	\$15	
New Resident List (Photo or Electronic Copies)	\$3.50/month or \$42/year	
Photographs	\$5/copy	
Redevelopment Plan	\$10	

UTILITY CHARGES AND FEES		
<b>WATER</b>		
	<b>2021 Amount</b>	
Base Fee - All Classes	\$15	Per quarterly bill
Volume Charges		
up to 20,000 gallons	\$1.66 per 1,000 gallons	Tier 1
20,001 gallons to 40,000 gallons	\$2.50 per 1,000 gallons	Tier 2
40,001 gallons and up	\$3.33 per 1,000 gallons	Tier 3
Irrigation Meters	\$3.33 per 1,000 gallons	
Hydrant Usage/Water acquired at Maintenance Facility	\$2/1,000 gallons \$60 minimum	
Hydrant Meter Deposit	\$5,000 refundable deposit	
Meter Reading (If no change in ownership)	\$37.50	
Meter Testing Fee	\$75	
Meters	Actual Cost + (10% or \$30 + tax) whichever is larger amount	
Water Disconnection Fee	\$75	
Water Reconnection Fee	\$75	
<b>SANITARY SEWER</b>		
	<b>2021 Amount</b>	
Base Fee		
Residential	\$38.94/qtr	Includes first 10,000 gallons
Commercial	\$83.93/qtr	Includes first 20,000 gallons
Volume Charges		
Residential Use Over 10,000 gallons	\$3.89/1,000 gallons	Based on actual water consumed during the most recent quarter or the customer's winter quarter whichever is less.
Commercial Use Over 20,000 Gallons	\$4.20/1,000 gallons	
Sump Pump Ordinance Non-Compliance	\$100/month added to sewer bill	
<b>OTHER</b>		
	<b>2021 Amount</b>	
Storm Water Utility	\$21.25/storm water unit/qtr	
Street Light Utility	\$6.90/REU/qtr	
<b>PENALTIES</b>		
	<b>2021 Amount</b>	
Water Use Restriction Penalties		
1 <sup>st</sup> Offense	Warning	
2 <sup>nd</sup> Offense	\$50	
3 <sup>rd</sup> and Subsequent Offenses	\$100	

SOLID WASTE CHARGES AND FEES		
<p><i>Customers who overfill their containers more than 50% of the time during a quarter and do not request a level of service change will automatically be raised to the next level of service.</i></p>		
SOLID WASTE RATES	2021 Amount	
30 gallons	\$62.16/quarter	
60 gallons	\$77.03/quarter	
90 gallons	\$90.54/quarter	
120 gallons	\$108.78/quarter	
150 gallons	\$122.30/quarter	
180 gallons	\$137.16/quarter	
210 gallons	\$153.38/quarter	
240 gallons	\$165.54/quarter	
270 gallons	\$179.05/quarter	
300 gallons	\$217.57/qtr x pickups/week	
600 gallons	\$377.03/qtr x pickups/week	
900 gallons	\$536.49/qtr x pickups/week	
1200 gallons	\$695.95/qtr x pickups/week	
1500 gallons	\$855.40/qtr x pickups/week	
1800 gallons	\$1,014.86/qtr x pickups/week	
SPORTS TOURNAMENTS	2021 Amount	
1-20 teams	\$120.00	300 gallon container delivery included to one site \$25.00 delivery charge per each additional site. \$50 per hour additional labor charge if more than one dumping of trash is required plus \$20.00 per container dumped.
21-60 teams	\$180.00	
61-90 teams	\$240.00	
90 teams or more	will be addressed on an individual basis.	

OTHER		2021 Amount	
Level of Trash Service Change		1st request no charge  Subsequent requests \$37.50/year/owner	
Container Replacement Fee		\$37.50	Damaged carts
Out of Cab Charge		\$5.00 per stop	
Return Collection Trip Charge	90 gallons or less  300 gallons or less	\$15.00/trip/first container \$5 each additional \$25.00/trip/first container \$15 each additional	
Extra Bag Charge		2 or more bags per occurrence - \$2.50/bag \$5 minimum	Lids that do not appear to be closed at the time of collection or bags outside of container. A bag equal to 13 gal. or tall kitchen bag
Bulk Items		Per contract	
Automobile Tires (up to 17")		\$10 plus \$2.50 each additional tire	
Curbside Recycling Services (Commercial)		Per contract	
Curbside Seasonal Yard Waste Collection		Per contract	
SOLID WASTE RATES		2021 Amount	
Temporary 300 gallon container for MSW		\$35 container delivery and pickup	
	Per trip charge to empty	\$25	
Residential Rolloffs (MSW or construction/demolition) Request Form Required		\$143/load plus disposal/processing costs	2 week limit
Residential Rolloff Rental (over 7 days)		\$10/day	
Commercial Rolloffs (MSW or construction/demolition)		\$150.15/load plus disposal/processing costs	Minimum 2 loads per month
Commercial Rolloffs Disposal Cost (MSW or construction/demolition)		\$128 per ton	
Temporary Discontinuance Fee		\$30	
Private Hauler – Commercial Dumpster Annual Fee		\$100	

<b>SCHEDULE G RAMBLING RIVER CENTER ROOM RENTAL RATES*</b>	
<b>ROOM NAME</b>	<b>2021 Amount</b>
Arts and Crafts Room	\$65 for 2 hour time block + \$32.50 each additional hour (capacity 30 people)
Banquet Room	\$350 for 4 hour rental block of time and one additional hour for set up and clean up time (5 hours total), use of up to 12 round tables and chairs and mandatory cleaning fee for cleaning the room after rental ends, which includes trash removal and tear down. If cleaning takes more than 2 hours, then billing for additional cleaning time beyond the 2 hours will be at a rate of \$55 per additional hour. (capacity 130 people and includes use of kitchenette)  \$90.00 for each additional hour rented beyond the original 4 hour block.
Empire Room	\$80 for 2 hour time block and \$40 each additional hour (capacity 57 people)
Garage	\$60 per stall or \$200 entire garage per day
Garage Set Up/Tear Down	\$70 per day
Two Small Conference Rooms	\$20 for 2 hour time block and \$10 each additional hour (capacity 15 people)

\*Returning regularly scheduled renters receive first priority for rental of the room they rented in the previous year.

<b>SCHEDULE H OUTDOOR FIELD USE FEE SCHEDULE</b>		
<b>Non-Tournament Outdoor Field Use Charges:</b>		
	<b>2021 Amount</b>	
Adult Groups Summer Outdoor Use Fee – Groups primarily serving local youth under 18 years of age. Calculated based on the number of registered participants as of the first day of scheduled practice.  Youth Groups not qualifying or choosing not to pay the Seasonal Use Fee	\$55 (includes tax)  \$14.00 per participant  \$50 (includes tax)	
<b>Tournaments Outdoor Field Use Charges:</b>		
	<b>2021 Amount</b>	
Baseball and Softball Fields   Soccer Fields	\$65/field/day (includes tax) (fee does not include trash fee)  \$65/field/day (includes tax) (fee does not include trash fee)	Fee includes use plus initial dragging, setting of the base path and pitching, and painting of foul and fence lines once each tournament.  Full size soccer fields may be subdivided into small fields but are only charged per full size field. Any portion of a full size field constitutes use of that full size field.
<b>Other Services and Fees</b>		
	<b>2021 Amount</b>	
Additional dragging baseball or softball fields  Additional labor or materials requested by group Portable Toilets  Soccer field lining	\$17 (includes tax) per field per dragging  At prevailing rates  If use is requested by user group, then entire cost paid by user group.  \$55 (includes tax) per hour for labor + tax  \$30 (includes tax) per hour for painting	

**SCHEDULE I**  
**2009 MN State Statute 326B.1530**

BUILDING VALUE RANGE	2021 Amount
\$0 - \$500	\$29.50
\$501 - \$2,000	\$28.00 for the first \$500 \$3.70 per additional \$100
\$2,001 - \$25,000	\$83.50 for the first \$2,000 \$16.55 per additional \$1,000
\$25,001 - \$50,000	\$464.15 for the first \$25,000 \$12.00 per additional \$1,000
\$50,001 - \$100,000	\$764.15 for the first \$50,000 \$8.45 per additional \$1,000
\$100,001 - \$500,000	\$1,186.65 for the first \$100,000 \$6.75 per additional \$1,000
\$500,001 - \$1,000,000	\$3,886.65 for the first \$500,000 \$5.50 per additional \$1,000
\$1,000,001 and up	\$6,636.65 for the first \$1,000,000 \$4.50 per additional \$1,000

*This fee schedule was developed with information provided by the State Building Codes and Standards Division.*

## 2021 Fee Schedule

Residential Building Valuations	2021 Amount
Cost per Square Foot	
Decks	\$19.00
Entry Covered Porches	\$29.00
Four Season Porches	\$76.66
Garages	
Wood Frame	\$41.81
Masonry Construction	\$28.93
Carport	\$19.11
Pole Building	\$18.60
Gazebos, Wood Framed/Screened	\$53.35
Single Family Dwellings – Basement	
Finished Basements	\$26.70
Unfinished Basements	\$20.50
Crawl Space	\$11.54
Conversion (Basement Finish)	\$14.00
All Inclusive Basement Finish	\$17.00
Single Family Dwellings – Type V – Wood Frame	
First Floor	\$89.00
Second Floor	\$89.00
Five Course 1 <sup>st</sup> Floor Lookout Unfinished	\$76.66
Sheds	\$26.70
Three Season Porches, Wood Framed	\$53.35

<b>SCHEDULE J MEETING ROOM GUIDELINES NON-CITY USE City of Farmington</b>	
<b>ITEM DESCRIPTION</b>	
The city of Farmington meeting rooms are scheduled by the city Administration Department and are available for use on a rental basis by youth, local civic and resident, non-resident and profit making groups. The policies that follow are needed to insure the proper use and control of the facility so that all people may equally enjoy them.	
<b>RESERVATION PROCEDURE</b>	
Requests for use of the rooms should be directed to the Administration Department at 651-280-6803. Reservations will be held verbally for 48 hours without a deposit. Reservations can be made no more than 60 days in advance.	
<b>MEETING ROOMS</b>	
City functions have first priority for booking the meeting rooms. The city reserves the right to pre-empt a scheduled use when necessary to conduct essential city business.	
<b>LARGE COUNCIL CONFERENCE ROOM</b>	
~Accommodates 16 people around a table. ~Parking accommodates approximately 10 vehicles with on-street parking, 2 handicapped stalls in the back parking lot and additional parking in the Second Street parking lot.	
<b>SMALL COUNCIL CONFERENCE ROOM</b>	
~Accommodates 10 people around a table. ~Parking accommodates approximately 10 vehicles with on-street parking, 2 handicapped stalls in the back parking lot and additional parking in the Second Street parking lot.	
<b>ROOM NAME</b>	<b>2021 Amount</b>
Large Conference Room	\$25 for 2 hour time block
	\$8 each additional hour
Small Conference Room	\$20 for 2 hour time block
	\$8 each additional hour
Notes on fees:	
1. A reservation date can be tentatively held verbally for 48 hours.	
2. The fee may be waived if a city staff member is assigned to a group as a part of their work duties and assumes responsibility for the room reservation.	
<b>REFUNDS</b>	
A 30-day cancellation notice is required for a full refund. If we are notified of your cancellation 30 days prior, a full refund will be given. No refunds will be issued for cancellations made less than 30 days prior to an event.	
<b>PERMITS</b>	
A permit authorizing the use of the rooms requested will be issued to the applicant after the application is approved. The Administration Department reserves the right to cancel the permit if the regulations of use are violated. Permit holders will not assign, transfer or sublet to others the use of the facilities. The individual signing the permit must be 21 years of age or older.	

**SUPERVISION AND DAMAGE**

1. Every group using the facility must be under competent adult (21+) leadership. The organizing user or groups will assume full responsibility for the group’s conduct and any damage to the building or equipment.
2. The city reserves the right to assign or require supervisory staff, police or maintenance personnel at an additional cost to the user if deemed necessary by the particular function or activity. An estimated cost will be calculated at the time of the reservation. The group will be billed for the actual cost after the event.

**LIABILITY**

The organization or user group using city of Farmington facilities will agree to indemnify the city of Farmington, and its employees for any and all damage to the building, or other property, by any person or persons attending the affair, and likewise, the city of Farmington and its employees against all liability and all damages to any person for injuries, including death.

**RULES FOR USE**

1. The entire building is a smoke free facility and users are responsible for ensuring that members of their group do not smoke within the building.
2. Persons attending meetings or events should stay in the rooms assigned to their use.
3. The city of Farmington requires, as a condition of this agreement, that alcoholic beverages are prohibited.
4. General cleanup of the facility is the responsibility of the group. If any item such as rice or confetti is thrown in the building or on the grounds, your group is responsible for cleaning up this material. Additionally, if the building is not cleaned up, the cost the city incurs for cleanup will be assessed to your group.
5. Technology is not available for non-city users.
6. Events which will be using an open flame such as candles are prohibited.
7. The catering kitchen is not designed for preparing food, but rather for serving food that has already been prepared elsewhere. User groups are responsible for providing their own utensils, serving ware, coffee and condiments.
8. Signs may not be posted outside of City Hall regarding your event.

**HOURS OF USE**

The hours of use for the meeting rooms are as follows:

Monday – Friday from 8:30 a.m. – 4:00 p.m.

The rooms are not available when City Hall is closed in observance of the following holidays:

New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran’s Day,  
Thanksgiving Day and the day following, Christmas Eve and Christmas Day.

**ROOM SET-UP AND DECORATIONS**

Adhering decorations or any items to walls, tables, chairs, etc. in any manner is prohibited.

The above guidelines have been established for your benefit and to promote responsible use. The City Administrator must approve exceptions to these policies.

<b>SCHEDULE L - PAGE 1</b>	
<b>REQUEST FOR ELECTRICAL INSPECTION (REI) PERMIT</b>	
Single Family Residential	
<b>ITEM DESCRIPTION</b>	<b>2021 Amount</b>
Basement remodel/finish up to 11 circuits – 2 inspections	\$82
City service fee	\$10
Fireplace per inspection	\$41
Furnace or furnace and air conditioner – per trip	\$41
Garage additions/remodel up to 11 circuits – 2 inspections	\$82
Inspection fee – one trip	\$46
Inspection fee – two trips	\$82
Investigation fee or the total inspection fee, whichever is greater up to \$1,000	\$82
New home & service up to 400 amps and up to 30 circuits – 2 inspections	\$170
New home & service 401 to 800 amps and up to 30 circuits	\$174
More than 30 circuits	\$7.35 each
New home extra inspections	\$41
Off peak systems – per inspection	\$41
Per circuit calculation	\$7.35 per circuit
Per trip calculation	\$41.00 per trip
Pools up to 11 circuits – 2 inspections	\$82
Porches/additions up to 11 circuits – 2 inspections	\$82
Re-inspection fee – per trip	\$41
Residing home – per inspection	\$41
Service upgrade up to 400 amps plus circuits	\$41
Reconnect circuits	\$2.35 each
New extend	\$7.35 each
Service upgrade up to 800 amps plus circuits	\$70
Reconnect circuits	\$2.35 each
New extend	\$7.35 each
Single trip inspection	\$41
State surcharge	\$1
Separate grounding residential	\$41
Service panel residential	\$100
Service panel and remodel residential	\$170

<b>SCHEDULE L - PAGE 2</b>	
<b>REQUEST FOR ELECTRICAL INSPECTION (REI) PERMIT</b>	
<b>Multi Family Residential &amp; Commercial</b>	
<b>ITEM DESCRIPTION</b>	<b>2021 Amount</b>
0 – 400 amp power source	\$70
401 – 800 amp power source	\$120
Over 800 amp power source	\$170
Carnivals/fair 2 hour charge minimum plus power supplies and units	\$180
City service fee	\$10
Commercial remodel up to 12 circuits – 2 inspections	\$82
Concrete encased electrode inspection	\$41
Electric and LED signs and outside lighting transformers/power supplies each	\$41
Fire and temp. control each device	\$41
Furnace and air conditioner or combinations per trip	\$41
Inspection fee – one trip	\$41
Per trip charge minimum	\$41
Investigation fee – total fee doubled	\$82 or total fee doubled, whichever is greater up to \$1000
Luminaire retrofit modifications per fixture	\$0.33
Multi-family units up to 12 circuits – 2 inspections per unit	\$100
New or extended circuits each up to 200 amps	\$7.35
New or extended circuits above 200 amps each	\$18.85
Separate bonding inspections for swimming pools and equipotential planes per trip	\$46
Special inspection fee Plus mileage at current IRS mileage rate	\$100/hour
State surcharge	\$1
Transformer up to 10KVA each	\$17.50
Transformer above 10KVA each	\$35.00
RV Pedestal	\$41.00
Swimming Pool Commercial	\$82.00
Street/Park Lot/Outdoor or Traffic Standards	\$6.00
MFG Home Pedestal	\$41.00
New Multi Family Dwelling	\$100.00
Failure to File Permit	\$82 or total fee doubled, whichever is greater up to \$1000

**SCHEDULE M**  
**SOLAR PV INSTALLATION**  
**ELECTRICAL INSPECTION FEES**  
Single Family Residential

ITEM DESCRIPTION	2021 Amount
0 watts to 5,000 watts	\$90
5,001 watts to 10,000 watts	\$150
10,001 watts to 20,000 watts	\$225
20,001 watts to 30,000 watts	\$300
30,001 watts to 40,000 watts	\$375
40,001 watts to 1,000,000 watts	\$375 Plus \$37.50 for each additional 10,000 watts over 40,000
1,000,000 watts to 5,000,000 watts	\$3,975 Plus \$25 for each additional 10,000 watts over 1,000,000
5,000,000 watts or larger	\$10,810 Plus \$15 for each additional 10,000 watts over 5,000,000

CAMPBELL KNUTSON  
LEGAL SERVICES FEES - 2021

Pass Through Fees: The customary hourly rate of the attorney or legal assistant doing the work, ranging from \$200.00 to \$400.00 per hour, and from \$125.00 to \$150.00 per hour respectively, for legal services that are to be passed through to third parties according to the city's policies.

Costs: Out-of-pocket costs without mark-up. Costs include:

- Westlaw and other computer-based research
- Recording fees
- Postage of \$0.50 or more
- Photocopies at \$0.20 per copy
- Color copies at \$0.40 per copy
- Litigation (court filing fees, expert witnesses, acquisitions, subpoenas, service of process, etc.)

## DEVELOPMENT CONTRACT

AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by, between, and among the City of Farmington, a Minnesota municipal corporation (CITY) and <DEVELOPER>, a Minnesota corporation partnership (DEVELOPER).

1. **Request for Plat Approval.** The Developer has asked the City to approve a plat for <DEVELOPMENT> (also referred to in this Development Contract [CONTRACT or AGREEMENT] as the PLAT). The land is situated in the City of Farmington, County of Dakota, State of Minnesota, and is legally described on the attached Exhibit "A":
2. **Conditions of Approval.** The City hereby approves the plat on the conditions that:
  - a) the Developer enter into this Agreement; and
  - b) the Developer provide the necessary security in accordance with the terms of this Agreement; and
  - c) the Developer record the plat with the County Recorder or Registrar of Titles within 6 months after City Council approval of the final plat.
3. **Development Plans and Right to Proceed.** The Developer shall develop the plat in accordance with the following plans. The plans shall not be attached to this Agreement. The plans may be prepared by the Developer, subject to City approval, after entering into this Agreement but before commencement of any work in the plat. If the plans vary from the written terms of this Contract, subject to paragraphs 6 and 34G, the plans shall control. The required plans are:

- Plan A - Final Plat
- Plan B - Soil Erosion Control and Grading Plans
- Plan C - Landscape Plan
- Plan D - Park Improvement Plan
- Plan E - Zoning/Development Map
- Plan F - Wetlands Mitigation as required by the City
- Plan G - Final Street and Utility Plans and Specifications

The Developer shall use its best efforts to assure timely application to the utility companies for the following utilities: underground natural gas, electrical, cable television, and telephone. The installation of these utilities shall be constructed within public rights-of-way or public drainage and utility easements consistent with the city's engineering guidelines and standard detail plates.

Within the plat or land to be platted, the Developer may not construct sewer lines, water lines, streets, utilities public or private improvements or any building until all of the following conditions have been satisfied:

- a) This agreement has been fully executed by both parties and filed with the City Clerk,
- b) The necessary security has been received by the City,
- c) The plat has been submitted for recording with the Dakota County Recorder's Office, and
- d) The City Clerk has issued a letter stating that all conditions have been satisfied and that the Developer may proceed.

4. **Sales Office Requirements.** At any location within the plat where lots and/or homes are sold which are part of this subdivision, the Developer agrees to install a sales board on which a copy of the approved plat, final utility plan and a zoning map or planned unit development plan are displayed, showing the relationship between this subdivision and the adjoining neighborhood. The zoning and land use classification of all land and network of major streets within 350 feet of the plat shall be included.
  
5. **Zoning/Development Map.** The Developer shall provide an 8 1/2" x 14" scaled map of the plat and land within 350' of the plat containing the following information:
  - a. platted property;
  - b. existing and future roads;
  - c. future phases;
  - d. existing and proposed land uses; and
  - e. future ponds.
  
6. **Required Public Improvements and <ASSESSED AREA> Assessments.** The Developer shall install and pay for the following:
 

<ol style="list-style-type: none"> <li>a. Sanitary Sewer Lateral System</li> <li>b. Water System (trunk and lateral)</li> <li>c. Storm Sewer</li> <li>d. Streets</li> <li>e. Concrete Curb and Gutter</li> <li>f. Street Signs</li> <li>g. Street Lights</li> </ol>	<ol style="list-style-type: none"> <li>h. Sidewalks and Trails</li> <li>i. Erosion Control, Site Grading and Ponding</li> <li>j. Traffic Control Devices</li> <li>k. Setting of Lot &amp; Block Monuments</li> <li>l. Surveying and Staking</li> <li>m. Landscaping, Screening, Blvd. Trees</li> </ol>
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The improvements shall be installed in accordance with Plans A through G, and in accordance with all laws, City Standards, Engineering Guidelines, Ordinances and plans and specifications which have been prepared by a competent registered professional engineer furnished to the City and reviewed by the City Engineer. Work done not in accordance with the final plans and specifications, without prior authorization of the City Engineer, shall be considered a violation of this agreement and a Default of the Contract. The Developer shall obtain all necessary permits from the Metropolitan Council and other agencies before proceeding with construction. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspector(s) and a soil engineer inspect the work on a full or part time basis. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within sixty (60) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of "As Built" plans as specified in the City's Engineering Guidelines.

If the Developer does not provide such information, the City will produce the as-built drawings. All costs associated with producing the as-built drawings will be the responsibility of the Developer.

All bike trails and sidewalks to be constructed as part of the development must be completed before building permits will be issued.

Before the security for the completion of the utilities is released, iron monuments must be installed in accordance with M.S. §505.02. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

<ASSESSED AREA> Assessments

The parent parcels of <DEVELOPMENT> have been assessed for improvements to <ASSESSED AREA>. The total levied assessment amount for the parcels is:

<u>Parcel Nos.</u>	Total amount levied: \$<ASSESSED AMOUNT>
<PARCEL>	

A portion of the levied assessment plus interest becomes due with the final platting of <DEVELOPMENT>. The amount due with <DEVELOPMENT> will be calculated proportionally based on the area of <DEVELOPMENT> being developed in relation to the entire area of the property. The remaining balance of the levied assessment shall remain levied against the unplatted portion of the parent parcel.

The Developer may elect to pay the assessment in cash at the time of final plat approval or have it prorated and reassessed to the lots and blocks of <DEVELOPMENT>. If assessed, the assessments shall be spread over a 10-year period with 6.5% interest on the unpaid balance from the time of the initial adoption of the assessment to the parent parcel. The reassessments shall be deemed adopted on the date this Contract is signed by the City. The Developer waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to M.S.A. 429.081.

7. **Time of Performance.** The Developer shall install all required public utilities, by **(Date)**, in accordance with the requirements set forth in the City's Engineering Guidelines. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases. An extension of the security shall be considered an extension of this contract and the extension of the contract will coincide with the date of the extension of the security.
8. **Ownership of Improvements.** Upon the completion of the work and construction required to be done by this Agreement, and written acceptance by the City Engineer, the improvements lying within public easements shall become City property, except for cable TV, electrical, gas, and telephone, without further notice or action.

Outlots A, B, C, D, and E shall be deeded to the City following the completion and approval of improvements as required under Plans A – G. 10% of the total security amount shall be held until the required outlots are deeded to the City and the required As-built plans are submitted and approved. A Letter of Exemption, attached to this contract as Exhibit "B", shall be submitted to the County for each outlot at the time that the deed for the outlot is filed with the County.

9. **Warranty.** The Developer and the Developers Engineer represent and warrant to the City that the design for the project meets all laws, City Standards, Engineering Guidelines and Ordinances. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years. The warranty period for the streets shall commence after the final wear course has been completed and the streets have been accepted by the City Engineer in writing. It is the responsibility of the Developer to request, in writing, City acceptance of the streets. Failure of the Developer to request acceptance of the streets in a timely manner shall not in any way constitute cause for the warranty period to be modified from the stipulations set forth above. The warranty period on underground utilities shall commence following their completion and acceptance by the City Engineer in writing. It is the responsibility of the Developer to complete the required testing of the underground utilities and request, in writing, City acceptance of the utilities. Failure of the Developer to complete the required testing or request acceptance of the utilities in a timely manner shall not in any way constitute cause for the warranty period to be modified from the stipulations set forth above. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after the security for the trees is released. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer shall post maintenance bonds or other surety acceptable to the City to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the bonds or other acceptable surety are furnished to the City or until the warranty period has been completed, whichever first occurs. The retainage may be used to pay for warranty work. The City's Engineering Guidelines identify the procedures for final acceptance of streets and utilities.
10. **Grading Plan.** The plat shall be graded and drainage provided by the Developer in accordance with Plan B. Notwithstanding any other provisions of this Agreement, the Developer may start rough grading the lots within the stockpile and easement areas in conformance with Plan B before the plat is filed if all fees have been paid, a MPCA Construction Storm Water Permit has been issued, and the City has been furnished the required security. Additional rough grading may be allowed upon obtaining written authorization from the City Engineer.

If the developer needs to change grading affecting drainage *after homeowners are on site, he must notify all property owners/residents of this work prior to its initiation.* This notification cannot take place until the City Engineer has approved the proposed grading changes. A MPCA Construction Storm Water Permit must be obtained before any grading can commence on the site.

- 11. Erosion Control and Fees.** After the site is rough graded, but before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if it is determined that the methods implemented are insufficient to properly control erosion. All areas disturbed by the excavation and back-filling operations shall be re-seeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule, or supplementary instructions received from the City, or in an emergency determined at the sole discretion of the City, the City may take such action as it deems appropriate to control erosion immediately, without notice to the Developer. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and the City's rights or obligations hereunder. If the Developer does not reimburse the City for any costs of the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay such costs. No development will be allowed and no building permits will be issued unless the plat is in full compliance with the erosion control requirements.

The Developer is responsible for **Erosion Control inspection fees at the current rates.** The Developer is also responsible for a **Surface Water Quality Management Fee of \$ <SURFACE WATER QUALITY MANAGEMENT FEE>** based upon the number of acres in the plat. This fee is due and payable at the time of execution of this agreement.

- 12. Landscaping.** The Developer shall landscape the plat in accordance with Plan C. The landscaping shall be accomplished in accordance with a time schedule approved by the City.
- A. The Developer shall be solely responsible for the installation of all project landscaping including but not limited to the boulevard trees. The responsibility for the installation of boulevard trees will not be transferred to builders, homeowners, etc.
  - B. All graded areas, including finish grade on lots, will require a minimum of 6" of black dirt/topsoil. The responsibility for the installation of black dirt/topsoil shall not be transferred to homeowners.
  - C. Retaining walls with 1) a height that exceeds four feet or 2) a combination of tiers that exceed four feet or 3) a three foot wall with a back slope greater than 4 to 1 shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls that are part of the development plans, or special conditions referred to in this Contract that are required to be constructed, shall be constructed and certified before any building permit is issued for a lot on which a retaining wall is required to be built. All landscaping features, including those constructed within public rights of way, remain the property and responsibility of the developer and subsequent property owners, subject to the City's or other governmental unit's rights to access and maintain their rights of way.
- 13. Phased Development.** The plat shall be developed in one (1) phase in accordance with Plans A – G. No earth moving shall be done in any subsequent phase until the necessary security has been furnished to the City. No construction of public improvements or other development shall be done in any subsequent phase until a final plat for the phase has been filed in the County Recorder's office and the necessary security has been furnished to the City. The City may refuse to approve final plats of subsequent phases until public improvements for all prior phases have been satisfactorily completed. Subject to the terms of this Agreement, this Development Contract constitutes approval to develop the plat. Development of subsequent phases may not proceed until development agreements for such phases are approved by the City.
- 14. Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or removing any part thereof which has not been final platted, or official controls, shall apply to or affect the use, development density, lot size, lot layout or dedications or platting required or permitted by the approved preliminary plat unless required by State or Federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by State law, the City may require compliance with any amendments to the City's Comprehensive Plan (including removing unplatted property from the urban service area), official controls, platting or dedication requirements enacted after the date of this Agreement and may require submission of a new plat.
- 15. Surface Water Management Fee.** The Developer shall pay an area storm water management charge of \$ <SURFACE WATER MANAGEMENT FEE> in lieu of the property paying a like assessment at a later date. The charge shall be assessed against the lots (not outlots) in the plat over a 10 year period with interest on the unpaid balance calculated at five percent (5%) per annum. The assessment shall be deemed adopted on the date this Agreement is signed by the City. The assessments may be assumed or prepaid at any time. The Developer waives any and all procedural and substantive objections

to the assessments including any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to MSA 429.081. Storm sewer charges for subsequent phases shall be calculated and paid based upon requirements in effect at the time the Development Contracts for those phases are entered into.

16. **Wetland Conservation and Mitigation.** The Developer shall comply with the 1991 Wetlands Conservation Act, as amended, and the Wetlands Mitigation Plan. The Developer shall pay all costs associated with wetlands conservation and the Wetlands Mitigation Plan.
17. **Water Main Trunk Area Charge.** The Developer shall pay a water main trunk area charge of \$ <WATER MAIN TRUNK AREA CHARGE> for the plat in lieu of the property paying a like assessment at a later date. The charge shall be assessed against the lots (not outlots) in the plat over a ten (10) year period with interest on the unpaid balance calculated at five percent (5%) per annum. The assessment shall be deemed adopted on the date this Agreement is signed by the City. The assessments may be assumed or prepaid at any time. The Developer waives any and all procedural and substantive objections to the assessments including any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to MSA 429.081. Water area charges for subsequent phases shall be calculated and paid based upon requirements in effect at the time the Development Contracts for those phases are entered into. *A credit of \$<TRUNK WATER MAIN CREDIT> will be given to the Developer for Water Main Trunk oversizing within the plat. The net result is that the Water Main Trunk Area Charge to be paid with this plat is \$<ADJUSTED WATER MAIN TRUNK AREA CHARGE>.*
18. **Water Treatment Plant Fee.** The Developer shall pay a water treatment plant fee of \$ <WATER TREATMENT PLANT FEE> for the plat in lieu of the property paying a like assessment at a later date. The charge shall be assessed against the lots (not outlots) in the plat over a ten (10) year period with interest on the unpaid balance calculated at five percent (5%) per annum. The assessment shall be deemed adopted on the date this Agreement is signed by the City. The assessments may be assumed or prepaid at any time. The Developer waives any and all procedural and substantive objections to the assessments including any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to MSA 429.081. Water treatment plant fees for subsequent phases shall be calculated and paid based upon requirements in effect at the time the Development Contracts for those phases are entered into.
19. **Sanitary Sewer Trunk Area Charge.** The Developer shall pay a sanitary sewer trunk area charge of \$ <SANITARY SEWER TRUNK AREA CHARGE> for the plat in lieu of the property paying a like assessment at a later date. The charge shall be assessed against the lots (not outlots) in the plat over a ten (10) year period with interest on the unpaid balance calculated at five percent (5%) per annum. The assessment shall be deemed adopted on the date this Agreement is signed by the City. The assessments may be assumed or prepaid at any time. The Developer waives any and all procedural and substantive objections to the assessments including any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to MSA 429.081. Sanitary Trunk Sewer charges for subsequent phases shall be calculated and paid based upon requirements in effect at the time the Development Contracts for those phases are entered into.
20. **Park Dedication.** The Developer shall be required to dedicate <PARK ACREAGE> acres of land for park purposes. This park land shall be improved in accordance with the approved Park Improvement plan and the City's Engineering Guidelines. The Developer shall pay the City \$ <PARK DEDICATION> as cash in lieu of land in satisfaction of the City's park dedication requirements for the plat. The park dedication fee shall be assessed against the lots (not outlots) in the plat over a ten (10) year period with interest on the unpaid balance calculated at five percent (5%) per annum. The assessment shall be deemed adopted on the date this Agreement is signed by the City. The assessments may be assumed or prepaid at any time. The Developer waives any and all procedural and substantive objections to the assessments including any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to MSA 429.081. The park dedication fees for subsequent phases shall be calculated and paid based upon requirements in effect at the time the Development Contracts for those phases are entered into.
21. **Park Development Fee.** The Developer shall pay a Park Development Fee of \$ <PARK DEVELOPMENT FEE> that will be used to pay either for development of the park located in the development, or if no land is taken for park purposes, in the park closest to the development. The park to which the Park Development Fee for <DEVELOPMENT> shall be credited/coded to is the <PARK NAME> (<BUDGET NUMBER>). The City shall allow the Developer to either pay the entire park development fee at the time of final plat filing or to pay the park development fee on a per unit basis at the time that the building permit is issued for each unit to be constructed in the development, provided that all park development fees shall be paid within five (5) years of approval of the final plat. *A credit of \$<PARK DEVELOPMENT CREDIT> will*

be given to the Developer for park and trail improvements within the plat. The **net result** is that the Park Development Fee to be paid with this plat is \$<ADJUSTED PARK DEVELOPMENT FEE>.

- 22. **Sealcoating.** The Developer agrees to pay a fee of \$ <SEALCOATING> (see City engineer) for initial sealcoating of streets in the subdivision. This fee shall be deposited in the City Road and Bridge Fund upon execution of this Agreement.
- 23. **GIS Fees.** The Developer is responsible for a Geographic Information System fee of \$ <GIS FEE> based upon the acreage or number of lots within the subdivision. This fee shall be due and payable upon execution of this Agreement
- 24. **Easements.** The Developer shall furnish the City at the time of execution of this Agreement with the easements designated on the plat.
- 25. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors, a license to enter the plat to perform all necessary work and/or inspections deemed appropriate by the City during the installation of public improvements by the City. The license shall expire after the public improvements installed pursuant to the Development Contract have been installed and accepted by the City.
- 26. **Clean Up.** The Developer shall weekly, or more often if required by the City Engineer, clear from the public streets and property any soil, earth or debris resulting from construction work by the Developer or its agents or assigns. All debris, including brush, vegetation, trees and demolition materials, shall be disposed of off site. Burning of trees and structures shall be prohibited, except for fire training only. The City has a contract for street cleaning services. The City will have the right to clean the streets as outlined in current City policy. The Developer shall promptly reimburse the City for street cleaning costs.
- 27. **Security.** To guarantee compliance with the terms of this Agreement, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements in the plat and construction of all public improvements in the plat, the Developer shall furnish the City with a cash escrow, irrevocable letter of credit, or alternative security acceptable to the City Administrator, from a bank (security) for \$ <SECURITY>. The bank and form of the security shall be subject to the approval of the City Administrator. Letters of Credit shall be in the format and wording exactly as shown on the attached Letter of Credit form (Attachment "C"). The security shall be automatically renewing. The term of the security may be extended from time to time if the extension is furnished to the City Administrator at least forty-five (45) days prior to the stated expiration date of the security. If the required public improvements are not completed, or terms of the Agreement are not satisfied, at least thirty (30) days prior to the expiration of a letter of credit, the City may draw down the letter of credit. The City may draw down the security, without prior notice, for any violation of this Agreement or Default of the Contract. The amount of the security was calculated as follows:

Grading/Erosion Control	\$	Monuments	\$
Sanitary Sewer	\$	St. Lights/Signs	\$
Water Main	\$	Blvd. Trees	\$
Storm Sewer	\$	Blvd. Sodding	\$
Street Construction	\$	Wetland Mitigation	\$

Two Years Principal and Interest on Assessments \$ <PRINCIPAL & INTEREST>

This breakdown is for historical reference; it is not a restriction on the use of the security.

Upon receipt of proof satisfactory by the Developer's Engineer to the City Engineer that work has been completed in accordance with the approved plans and specifications, and terms of this Agreement, and that all financial obligations to the City, subcontractors, or other persons have been satisfied, the City Engineer may approve reductions in the security provided by the Developer under this paragraph from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as built" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council.

**28. Responsibility for Costs.**

- A. The Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to, Soil and Water Conservation District charges, legal, planning, administrative, construction costs, engineering, easements, inspection and utility testing expenses incurred in connection with approval, acceptance and development of the plat, the preparation of this Agreement, and all reasonable costs and expenses incurred by the City in monitoring and inspecting the construction for the development of the plat.
- B. The Developer, except for City's willful misconduct, shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorney's fees. In the event that the City receives claims from labor, materialmen, or others that have performed work required by this Contract, that the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Contract.
- D. The Developer shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may halt all plat development work until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of five percent (5%) per annum. If the bills are not paid within sixty (60) days, the City has the right to draw from the Developers security to pay the bills.
29. **Trash Enclosures.** The Developer is responsible to require each builder to provide on site trash enclosures to contain all construction debris, thereby preventing it from being blown off site, except as otherwise approved by the City Engineer.
30. **Portable Toilets.** The Developer is responsible to require each builder to provide an on site portable toilet, except as otherwise approved by the City Engineer.
31. **Wetland Buffer and Natural Area Signs.** The Developer is responsible for installing Wetland Buffer signs around all wetlands and wetland buffers, and City Natural Areas signs around all ponding areas, in accordance with the City's Engineering Guidelines and City detail plate GEN-13. Conservation Area signs will be installed as directed by the City Engineer. Wetland Buffer line limits; and Wetland Buffer, Natural Area, and Conservation Area sign locations must be indicated on individual lot surveys prior to the issuance of a building permit for that lot.
32. **Existing Tree Preservation.** The Developer will walk the site with the City Forester and identify all significant trees, which will be removed by on site grading. A dialogue between the Developer and City Forester regarding alternative grading options will take place before any disputed tree is removed. All trees, stumps, brush and other debris removed during clearing and grubbing operations shall be disposed of off site.
33. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City or as otherwise provided for in this agreement, is first given written notice of the work in default, not less than 72 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.
34. **Miscellaneous.**
- A. This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it. Third parties shall have no recourse against the City under this Agreement.
- B. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

- C. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- D. Building permits shall not be issued prior to completion of site grading, submittal of as-built grading plan, public and private utility installation, curb and gutter, installation of erosion control devices, installation of permanent street signs and wetland buffer and natural area signs, paving with a bituminous surface, retaining walls if any, site seeding, mulching, disk anchoring and submittal of a surveyor's certificate denoting all appropriate monuments have been installed. Only construction of noncombustible materials shall be allowed until the water system is operational. If permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents or third parties. Normal procedure requires that streets needed for access to approved uses shall be paved with a bituminous surface before building permits may be issued. However, the City Engineer is authorized to waive this requirement when weather related circumstances prevent completion of street projects before the end of the construction season. The Developer is responsible for maintaining said streets in a condition that will assure the access of emergency vehicles at all times when such a waiver is granted.
- E. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- F. The Developer represents to the City, to the best of its knowledge, that the plat is not of "metropolitan significance" and that an environmental impact statement is not required. However, if the City or another governmental entity or agency determines that such a review is needed, the Developer shall prepare it in compliance with legal requirements so issued from said agency. The Developer shall reimburse the City for all expenses, including staff time and attorney fees that the City incurs in assisting in the preparation of the review.
- G. Compliance with Laws and Regulations. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow any construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- H. This Agreement shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained Consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the of the foregoing covenants. After the Developer has completed the work required of it under this Agreement, at the Developer's request the City will execute and deliver a release to the Developer.
- I. Developer shall take out and maintain until six months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall not be less than \$200,000.00 for each occurrence. The City shall be named as an additional named insured on said policy, the insurance certificate shall provide that the City must be given 10 days advance written notice of the cancellation of the insurance and the Developer shall file a copy of the insurance coverage with the City prior to the City signing the plat.
- J. The Developer shall obtain a Wetlands Compliance Certificate from the City.
- K. Upon breach of the terms of this Agreement, the City may, without notice to the Developer, draw down the Developer's cash escrow or irrevocable letter of credit as provided in paragraph 27 of this Agreement. The City may draw down this

security in the amount of \$500.00 per day that the Developer is in violation. The City, in its sole discretion, shall determine whether the Developer is in violation of the Agreement. Subject to the provisions of paragraph 33 hereof, this determination may be made without notice to the Developer. It is stipulated that the violation of any term will result in damages to the City in an amount, which will be impractical and extremely difficult to ascertain. It is agreed that the per day sum stipulated is a reasonable amount to compensate the City for its damages.

- L. The Developer will be required to conduct all major activities to construct Plans A-F during the following hours of operation:

Monday - Friday	7:00 A.M. until 7:00 P.M.
Saturday	8:00 A.M. until 5:00 P.M.
Sunday and Holidays	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering, etc. Any deviations from the above hours are subject to approval of the City Engineer. Violations of the working hours will result in a \$500 fine per occurrence in accordance with paragraph K of this section.

- M. The Developer is responsible to require each builder within the development to provide a Class 5 aggregate entrance for every house that is to be constructed in the development. This entrance is required to be installed upon initial construction of the home. See City Standard Plate ERO-09 for construction requirements.
  - N. The Developer shall be responsible for the control of weeds in excess of twelve inches (12") on vacant lots or boulevards within their development as per City Code 6-7-2. Failure to control weeds will be considered a Developer's Default as outlined in Paragraph 33 of this Agreement and the Developer will reimburse the City as defined in said Paragraph 33.
  - O. Third parties have no recourse against the City under this contract.
35. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified or registered mail at the following addresses:

**<DEVELOPER>**

Notices to the City shall be in writing and shall be either and delivered to the City Administrator, or mailed to the City by certified mail or registered mail in care of the City Administrator at the following address:

David McKnight, City Administrator - City of Farmington  
430 Third Street - Farmington, MN 55024

**SIGNATURE PAGE**

**CITY OF FARMINGTON**

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

By: \_\_\_\_\_ David McKnight, City Administrator

**DEVELOPER:**

<DEVELOPER>

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

Drafted by:

City of Farmington  
430 Third Street  
Farmington, Minnesota 55024

(651) 280-6800

STATE OF MINNESOTA)  
(ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Joshua Hoyt, Mayor, and by David McKnight, City Administrator, of the City of Farmington, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
(ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_, the \_\_\_\_\_ of <DEVELOPER>,

a corporation under the laws of Minnesota, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

DRAFT



**EXHIBIT "B"**

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

**LETTER OF EXEMPTION**  
**DAKOTA COUNTY PROPERTY RECORDS**  
**1590 HIGHWAY 55**  
**HASTINGS MN 55033-2392**

**To Whom It May Concern:**

**Please find enclosed, deed(s) on the parcel(s) listed below. We are requesting the parcels be classified as Exempt Properties.**

<u>PARCEL ID#</u>	<u>LEGAL DESCRIPTION</u>	<u>USE</u> (wetland, storm water facility, park or well site)

**Please sign letter below and return to me at the address above verifying the exemption status. Thank you.**

**Sincerely,**

**Tracy Geise  
Accountant**

**Enclosure(s)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

EXHIBIT "C"

**IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_  
Date: \_\_\_\_\_

TO: City of Farmington  
430 Third Street  
Farmington, MN 55024

Dear Sir or Madam:

We hereby issue, for the account of \_\_\_\_\_, and in your favor, our Irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, of \_\_\_\_\_ (Name of Bank) \_\_\_\_\_";
- b) Be signed by the Mayor or City Administrator of the City of Farmington.
- c) Be presented for payment at \_\_\_\_\_ (Address of Bank) \_\_\_\_\_.

This Letter of Credit shall automatically renew for successive one-year terms from the date indicated above unless, at least forty-five (45) days prior to the next annual renewal date, the Bank delivers written notice to the Farmington City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Farmington City Administrator, 430 Third Street, Farmington, MN 55024, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 400.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

**[NAME OF BANK]**

By: \_\_\_\_\_  
[name]  
Its: [identify official]

**CITY OF FARMINGTON  
DEVELOPMENT CONTACTS**

City Offices  
651-280-6800

<b>City Administrator:</b> David McKnight <a href="mailto:DMcKnight@FarmingtonMN.gov">DMcKnight@FarmingtonMN.gov</a>	651-280-6801
<b>City Engineer:</b> Katy Gehler <a href="mailto:KGehler@FarmingtonMN.gov">KGehler@FarmingtonMN.gov</a>	651-280-6841
<b>Parks and Recreation Director:</b> Randy Distad <a href="mailto:RDistad@FarmingtonMN.gov">RDistad@FarmingtonMN.gov</a>	651-280-6851
<b>Finance Director:</b> Teah Malecha <a href="mailto:TMalecha@FarmingtonMN.gov">TMalecha@FarmingtonMN.gov</a>	651-280-6880
<b>Community Development Director:</b> Adam Kienberger <a href="mailto:AKienberger@FarmingtonMN.gov">AKienberger@FarmingtonMN.gov</a>	651-280-6820
<b>Planning Manager:</b> Tony Wippler <a href="mailto:TWippler@FarmingtonMN.gov">TWippler@FarmingtonMN.gov</a>	651-280-6822
<b>Building Official:</b> Ken Lewis <a href="mailto:KLewis@FarmingtonMN.gov">KLewis@FarmingtonMN.gov</a>	651-280-6833
<b>Fire Chief:</b> Justin Elvestad <a href="mailto:JElvestad@FarmingtonMN.gov">JElvestad@FarmingtonMN.gov</a>	651-280-6941
<b>Business Licenses:</b> Cindy Muller <a href="mailto:CMuller@FarmingtonMN.gov">CMuller@FarmingtonMN.gov</a>	651-280-6803
<b>City Attorney:</b> Joel Jamnik <a href="mailto:JJamnik@ck-law.com">JJamnik@ck-law.com</a>	651-452-5000