



## CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, OCTOBER 12,  
2021

6:00 PM

1. Call to Order/Roll Call/Pledge of Allegiance
2. Presentations/Introductions
  - A. Recognizing National Pregnancy and Infant Loss Remembrance Day
3. Approve minutes of the September 28, 2021 City Council Meeting
  - A. September 28, 2021 City Council Meeting Minutes
4. Consent Agenda
  - A. List of Claims for Release
  - B. Approve 1-4 Day Temporary Liquor License for Community Cafe
  - C. Approve Petition and Waiver Agreement for 427 7th Street NW
  - D. Approve Petition and Waiver Agreement for 502 6th Street NW
  - E. Approve Petition and Waiver Agreement for 613 6th Avenue NW
  - F. Approve Petition and Waiver Agreement for 1602 Rondarwal Lane
  - G. Resolution 2021-213 Accept Donation from Camp Faribo
  - H. Resolution 2021-214 Adopt Wellhead Protection Plan Amendment
  - I. Resolution 2021-215 Authorize Execution of Development Agreement for THOMPSON JAMES GROUP SOUTH DIVISION
  - J. Resolution 2021-216 Accept Donation of Fine Art to Buckham Memorial Library
  - K. Resolution 2021-217 Accept Donation to Buckham Memorial Library for Special Programs
  - L. Resolution 2021-218 Accept Donation from the Estate of Robert L. Crandall
  - M. Resolution 2021-219 Providing for the Issuance and Sale of General Obligation Refunding Bonds, Series 2021B, in the Proposed Aggregate Principal Amount of \$6,450,000
  - N. Resolution 2021-220 Authorization to Execute Municipal Advisor Agreement with Northland Securities for the GO Refunding Bonds Series 2021B
  - O. Resolution 2021-221 Approve Hiring Community Services Officer
  - P. Resolution 2021-222 Approve Loan Agreement, Mortgage Agreement, and Promissory Note with the Paradise Center for the Arts
5. Requests to be Heard
6. Public Hearings
  - A. Resolution 2021-211 Adopting Special Assessments for 2021 Street Overlay and Sidewalk Improvements - City Contract 2021-02
7. Items for Discussion
  - A. Ordinance No. 2021-9 Amending Appendix A, Article II of the City Code of Ordinances

Regarding Utility Franchise Fees - Second Reading

Approve Summary Notification of Ordinance 2021-9

- B. Resolution 2021-212 Establish Franchise Fee Rebate Program
- C. Resolution 2021-210 Approve Towards Zero Deaths (TZD) Agreement with the Department of Public Safety
- D. Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances - First Reading

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

10. Adjournment

*(The Council may meet as a group for dinner.)*

**NOTE:**

**CC Closed Captioning of Council meetings available on FCTV.**

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



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Heather Slechta, Assistant to the City Administrator  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Recognizing National Pregnancy and Infant Loss Remembrance Day

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### Background:

Infants Remembered In Silence, Inc. a 501(c)3 nonprofit organization, requested that the city adopt a resolution endorsing October 15th as Pregnancy and Infant Loss Remembrance Day. Infants Remembered In Silence, Inc. (IRIS) works with thousands of people across Minnesota, and across the USA, who have experienced the death of a child during pregnancy through early childhood. This includes death from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), birth defects, illness, accidents, and all other types of early childhood death. Many of these parents live in, deliver in, and have a child die in, or bury a child in this community.

Bereaved parents remember these children annually with a 7:00pm candle lighting on October 15th. Some will remember their child/children in their homes while others will remember them in small gatherings around the state and across the nation. This resolution/proclamation would unify these parents in tribute of their children.

### Recommendation:

### Attachments:

1. Iris-October 15, 2021

**Office of the Mayor  
City of Faribault  
Proclamation**

***WHEREAS,** Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy through early childhood; and*

***WHEREAS,** Many of these parents live in, deliver in, have a child die in, or a bury a child in our community; and*

***WHEREAS,** Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded 1987, 33 years ago, to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents, and all other types of infants and early childhood death; and*

***WHEREAS,** Bereaved parents around the world remember their children annually on October 15 with candle lighting at 7 pm. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; and this would unify these parents in tribute to their children; and*

***WHEREAS,** In 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month; and*

***WHEREAS,** In honor of the thousands of children that die each year in Minnesota Infants Remembered In Silence, Inc. (IRIS) respectfully requests that October 15th, 2021 be recognized as Pregnancy and Infant Loss Remembrance Day.*

***NOW THEREFORE,** I, Kevin F. Voracek, Mayor for the City of Faribault, do hereby proclaim Tuesday, October 15, 2021 as*

***National Pregnancy and Infant Loss Awareness Day***

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

**Mayor**

**Date**

October 12, 2021





## CITY COUNCIL MINUTES

COUNCIL CHAMBERS

SEPTEMBER 28, 2021

6:00 PM

### Call to Order/Roll Call

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

### Presentations/Introductions – None

### Approve minutes of September 14, 2021 Regular City Council Meeting

Motion by Ross, seconded by Caron to approve the minutes of the September 14, 2021 Regular City Council Meeting and carried unanimously.

### Consent Agenda

- A. List of Claims for Release
- B. Resolution 2021-203 Declare Costs to be Assessed and Establish Special Assessment Hearing for 2021 Street Reconstruction Improvements - Contract 2021-03
- C. Resolution 2021-204 Declare Costs to be Assessed and Establish Special Assessment Hearing for the 2020 13th Street NW Extension Improvements - Contract 2020-05
- D. Resolution 2021-197 Approve Alley Closure and Use of Central Avenue Sidewalks for Fall Festival Chili Cook-Off and Celebration
- E. Resolution 2021-198 Approve Street Closures for Winterfest Celebration
- F. Resolution 2021-199 Approve Use of North Alexander Park and City Trail for Spooktacular Walk/Run
- G. Resolution 2021-200 Approve Street Closures for Bethlehem Academy Homecoming Parade
- H. Resolution 2021-201 Accept Donation to Parks and Recreation Department
- I. Approve Temporary Use of City Property Agreement
- J. Resolution 2021-206 Approve Public Purpose Expenditure/Purchasing Policy
- K. Resolution 2021-208 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Parks and Recreation Department
- L. Resolution 2021-209 Approve Massage Therapist License

Motion by van Sluis, seconded by Viscomi to approve consent agenda items A-L and carried unanimously.

### Requests to be Heard – None

### Public Hearings

#### Ordinance No. 2021-9 Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees - First Reading

City Engineer Mark DuChene explained that at both the July 20 and August 31, 2021 City Council Work Sessions, the City Council reviewed a draft proposal to increase utility franchise fees as an alternative to levying special assessments for traditional pavement management street improvement projects, as well as to develop a rebate program for the portion of the franchise fee increase allocated to street improvement projects for those properties who have an active and eligible previous street improvement project assessment, regardless if they have paid any or all of their assessment off. The proposed franchise fee increases are expected to generate approximately \$1.5M annually to be used for street improvement projects with special assessments no longer used for typical street reconstructions and mill and overlay projects including sidewalk construction. The rebate policy will be

formally brought back before the City Council for approval pending the approval of the second reading of the franchise fee ordinance. Additionally, a notice of the ordinance hearing was included in the September City utility bills as well as posted in the Faribault Daily News, the City Website and Facebook pages, and copies were sent to each of the four utility companies.

DuChene reviewed the pro's and con's of using franchise fees rather than special assessments, the pro's included more local control, all utility account holders pay regardless of tax status, it is stable and predictable, and there is equality between years and property sizes, however, it is another fee, there could be opposition from tax exempt properties and it is annual rather than intermittent. The costs to utility bills, gas and electric, would be \$5.00 for residential, \$20.00 for small commercial and industrial and \$100.00 for large commercial and industrial accounts. DuChene also reviewed the rebate program.

Motion by Ross, seconded by Spooner to open the public hearing and carried unanimously. The public hearing was opened at 6:12pm.

Christine Anderson, Attorney for Greater MN Gas stated that they will comply with the franchise fee increase, however, she cautioned the Council about such a dramatic increase as well as the timing of the increases occurring in January when gas/electric consumption tends to be higher. She also voiced concerns that the fees could hamper development and those in lower income brackets tend to bear the burden of the increase. She also noted that these fees are not set cooperatively between the City and utility company as stated in the FAQ Sheet.

Motion by Viscomi, seconded by van Sluis to close the public hearing and carried unanimously. The public hearing was closed at 6:22 pm.

DuChene noted that he spoke with the CEO's of the larger properties where Greater MN Gas serves, and they commented that they liked knowing what they were going to pay each month rather than being hit with a large assessment. Mayor Voracek commented that this was more equitable and balanced out more. Councilor Ross asked how many other communities are using this in lieu of assessments, DuChene stated that there are a few--Northfield just adopted a similar policy. Ross further stated that he liked that this was spread over non-taxed land, as it brings the cost down for all residents. Councilor Viscomi asked if this could be taken away similar to the cable franchises, City Administrator Tim Murray explained that the cable companies have not taken any fees away from the Cities at this time. City Attorney Scott Riggs commented that the state legislature could take the ability to receive franchise fees away. Viscomi requested that Staff be sure that everyone understands this process. Councilor Spooner liked that it was fair and equitable. Councilor Caron asked if DuChene spoke with any non-profits about this, DuChene stated that has not heard from any, however, he assumed that they would appreciate a monthly fee rather than being hit with a large assessment.

Motion by Ross, seconded by Wood to approve Ordinance No. 2021-9 Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees - First Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

### **Items for Discussion**

#### **Resolution 2021-202 Approving a Conditional Use Permit for a 1080 Square Foot Garage at 1222 1st St. NE**

Community and Economic Development Director Deanna Kuennen explained that Lawrence Muehlenbein, owner and occupant of the home at 1222 1st St. NE, applied for a conditional use permit (CUP) to construct a 1080 square foot garage for personal use. The 8.3-acre property has a single-family dwelling with an attached three-car garage with a paved driveway. The proposed garage will be 30 feet wide by 36 feet deep and accessed by a paved driveway extension. The proposed garage will be 20 feet to the west of the home, 205 feet from the west property line and about 22 feet from the north property line. Surrounding uses include a church and similar large-lot single-family home sites. The property is zoned R-1, Single Family Residential District.

The Planning Commission at its meeting of September 20, 2021, held a public hearing to consider this application. The commission members received a staff report recommending approval of the conditional use permit request. No one from the public was present at the meeting and the City did not receive any comments from the public prior to the meeting. The Planning Commission members felt the proposal was in character with other home sites in this area. They concurred with the staff recommendation and agreed that the placement of the proposed garage should not be regulated as a front yard area under the zoning ordinance. By a vote of 5-0, the Planning Commission approved the findings in favor of the application and recommended City Council approval of the conditional use permit as proposed.

Motion by van Sluis, seconded by Wood to approve Resolution 2021-202 Approving a Conditional Use Permit for a 1080 Square Foot Garage at 1222 1st St. NE and carried unanimously.

## **Bids**

### *Resolution 2021-205 Accept Bids for 2021 Miscellaneous Valve & Hydrant Replacement - Contract 2021-07*

City Engineer Mark DuChene explained that on Wednesday, September 22, 2021, bids were received for the proposed 2021 Valve & Hydrant Replacement, Contract 2021-07. This project consists of removing and replacing defective water and sewer valves around the city as well as including the installation of two new water sampling stations.

The bids were tabulated as follows:

|                                      |              |
|--------------------------------------|--------------|
| BCM Construction Inc., Faribault, MN | \$120,900.00 |
| Heselton Construction, Faribault, MN | \$136,974.95 |
| Engineer's Estimate                  | \$145,660.00 |

Based on the low bidder's prices, the estimated funding is as follows (includes contingencies and engineering fees):

|                  |              |      |
|------------------|--------------|------|
| Water (601) Fund | \$116,700.00 | 77%  |
| Sewer (602) Fund | \$ 34,500.00 | 23%  |
| Total            | \$151,200.00 | 100% |

It was recommended to award to the low bidder, BCM Construction Inc. Construction is anticipated to be completed this year.

Motion by Spooner, seconded by van Sluis to approve Resolution 2021-205 Accept Bids for 2021 Miscellaneous Valve & Hydrant Replacement - Contract 2021-07 and carried unanimously.

### *Resolution 2021-207 Accept Bids for Well House No.5 Rebuild*

Public Works Director Travis Block requested that the Council accept bids for Well House No. 5 rebuild project. Block explained that on Tuesday, September 21, 2021, bids were received for the Well House No.5 Rebuild Project. The project is for the construction of a well house floor, foundation and electric components for the well. The well house will replace the one that was destroyed by flooding when a pipe failed. Block noted that the well pump and motor were not damaged during the flood.

Four bids were received and were tabulated as follows:

|                                          |               |
|------------------------------------------|---------------|
| The Joseph Company Inc., Austin, MN      | \$ 531,000.00 |
| Municipal Builders Inc., Nowthen, MN     | \$ 597,716.00 |
| Met Con Construction Inc., Faribault, MN | \$ 619,000.00 |
| Magney Construction Inc., Chanhassen, MN | \$ 760,000.00 |
| Engineer's Estimate                      | \$ 538,726.00 |

The improvements were ordered at the August 24, 2021 Council meeting. It was recommended to award to the low bidder, The Joseph Company Inc., Austin, MN. The project is scheduled to begin in November with final completion in June 2022.

Councilor Spooner stated that a major cost is just hooking it up, Block informed the Council that approximately \$180,000 is in electrical work and components.

Motion by Ross, seconded by Caron to approve Resolution 2021-207 Accept Bids for Well House No.5 Rebuild and carried unanimously.

### **Boards and Commissions Reports, Announcements and Project Updates**

The Monthly Financial Report was provided to the Council prior to the meeting as part of the meeting materials/packets.

Councilor Spooner reported that the open house at the airport was a nice time.

Councilor Ross informed the Council of the upcoming chili cook-off downtown on Saturday from 12pm-3pm, a \$5.00 donation is requested to try all of the chili's in the competition.

Mayor Voracek stated that Cry Baby Craig's officially opened last Saturday.

### **Adjournment**

Motion by Ross, seconded by Viscomi to adjourn the meeting and carried unanimously.

Meeting adjourned at 6:43pm.

Respectfully Submitted,

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Heather Slechta  
Assistant to the City Administrator



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Jeanne Day, Finance Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** List of Claims for Release

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### **Background:**

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,808,456.21 which includes check number 172776 to 172885 and automatic clearing house payments.

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

### **Recommendation:**

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

### **Attachments:**

1. 10-12-2021 Council AP List

AP  
AP Council Approval 10-12-2021



User: astadler  
Printed: 10/8/2021 10:49:45 AM

| Check Numb | Last Name                        | Acct 1              | Amount    | Description                                          |
|------------|----------------------------------|---------------------|-----------|------------------------------------------------------|
| 0          | 5 Star Inspections Inc           | 101-42400-420-43090 | 3,321.78  | Electrical Inspections                               |
|            | 5 Star Inspections Inc           |                     | 3,321.78  |                                                      |
| 172781     | ██████████                       | 241-46330-461-44375 | 187.00    | 910 SW 1st Street Utility Reimbursement October 2021 |
|            | ██████████                       |                     | 187.00    |                                                      |
| 172782     | Albrecht Joy                     | 404-45200-450-45300 | 8,500.00  | Teepee Tonka Shelter Construction                    |
|            | Albrecht Joy                     |                     | 8,500.00  |                                                      |
| 0          | All Pro Cleaners LLC             | 898-46310-000-44010 | 1,016.60  | 34 Hours Janitorial Service September 2021           |
| 0          | All Pro Cleaners LLC             | 898-46310-000-44010 | 209.30    | 7 Hours Cleaning #221                                |
| 0          | All Pro Cleaners LLC             | 241-46330-461-44010 | 134.55    | 4.5 hours Trash/Litter Pick Up September 2021        |
|            | All Pro Cleaners LLC             |                     | 1,360.45  |                                                      |
| 172783     | Amazon Capital Services          | 603-49500-000-42110 | 266.81    | Rain Barrels                                         |
| 172783     | Amazon Capital Services          | 101-41800-410-42110 | 71.96     | Disposable Face Mask                                 |
| 172783     | Amazon Capital Services          | 101-42700-420-42110 | 103.05    | Trash Bags - Bait Chunx Pail - Outdoor Broom         |
| 172783     | Amazon Capital Services          | 101-41510-410-42420 | 297.00    | Scanner for PC                                       |
| 172783     | Amazon Capital Services          | 101-41580-410-42020 | 25.67     | Flash Drives for IT                                  |
| 172783     | Amazon Capital Services          | 101-45110-450-42020 | 16.98     | Computer Mouse                                       |
| 172783     | Amazon Capital Services          | 101-45130-450-42110 | 29.98     | iPhone Case - Chad Barman                            |
| 172783     | Amazon Capital Services          | 101-42110-420-42020 | 39.89     | Ink Cartridge                                        |
| 172783     | Amazon Capital Services          | 101-45110-450-42020 | 39.78     | Computer Cameras                                     |
| 172783     | Amazon Capital Services          | 101-42110-420-42110 | 19.89     | Inflatable Mannequin for Court Prop / 17-6281        |
|            | Amazon Capital Services          |                     | 911.01    |                                                      |
| 0          | American Engineering Testing Inc | 469-43121-430-45300 | 10,671.75 | (2021-04) Materials Testing                          |

| Check Numb | Last Name                        | Acct 1              | Amount    | Description                                                      |
|------------|----------------------------------|---------------------|-----------|------------------------------------------------------------------|
|            | American Engineering Testing Inc |                     | 10,671.75 |                                                                  |
| 0          | Arrow Electric LLC               | 101-45200-450-44010 | 535.21    | Central Park Bank Shelter Electrical Repairs                     |
| 0          | Arrow Electric LLC               | 602-49450-000-44010 | 130.12    | Convert to LED/PWP Men's Room/Repair Lights in Truck Storage Are |
| 0          | Arrow Electric LLC               | 101-45200-450-44010 | 254.56    | Teepee Tonka Park Electrical Work                                |
| 0          | Arrow Electric LLC               | 602-49480-000-44040 | 69.00     | Trickling Filter Pump #5 Service Call                            |
| 0          | Arrow Electric LLC               | 101-41940-410-44010 | 376.94    | Replace Ground Box - City Hall                                   |
| 0          | Arrow Electric LLC               | 101-43121-430-44010 | 1,250.26  | Convert to LED/PWP Men's Room/Repair Lights in Truck Storage Are |
| 0          | Arrow Electric LLC               | 602-49480-000-44040 | 2,727.39  | Move Lagoon Electrical Wire                                      |
| 0          | Arrow Electric LLC               | 101-45122-450-44010 | 665.96    | Repair Pool Pump & Replace Sensor                                |
| 0          | Arrow Electric LLC               | 601-49430-000-44010 | 130.12    | Convert to LED/PWP Men's Room/Repair Lights in Truck Storage Are |
| 0          | Arrow Electric LLC               | 601-49430-000-43090 | 138.00    | Well 7 Install Circuit Board                                     |
| 0          | Arrow Electric LLC               | 603-49500-000-44010 | 18.50     | Convert to LED/PWP Men's Room/Repair Lights in Truck Storage Are |
|            | Arrow Electric LLC               |                     | 6,296.06  |                                                                  |
| 172784     | Aspen Mills                      | 101-42123-420-42180 | 918.95    | Ballistic Vest / B Considine                                     |
|            | Aspen Mills                      |                     | 918.95    |                                                                  |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 238.51    | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 930.81    | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 1,402.48  | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 490.21    | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 25.91     | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 1,699.00  | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 11.33     | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 22.38     | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 48.68     | Books                                                            |
| 172785     | Baker & Taylor Entertainment     | 101-45500-450-42190 | 27.40     | Books                                                            |
|            | Baker & Taylor Entertainment     |                     | 4,896.71  |                                                                  |
| 0          | Barman Chad                      | 101-45110-450-43310 | 129.00    | MRPA Conference - Meals & Incidentals                            |
|            | Barman Chad                      |                     | 129.00    |                                                                  |
| 172786     | Bartness Ricky L                 | 101-43160-430-44045 | 3,333.23  | Painting Of Stoplights On 30th And Lyndale                       |
|            | Bartness Ricky L                 |                     | 3,333.23  |                                                                  |
| 0          | BCM Construction Inc             | 473-43121-430-45304 | 27,050.45 | 2020-04 Pay Request 9                                            |

| Check Numb | Last Name                                       | Acct 1              | Amount    | Description                                  |
|------------|-------------------------------------------------|---------------------|-----------|----------------------------------------------|
| 0          | BCM Construction Inc                            | 473-43121-430-45305 | 34,965.31 | (2020-05) Pay Request 5                      |
|            | BCM Construction Inc                            |                     | 62,015.76 |                                              |
| 0          | Bergan KDV                                      | 898-46310-000-43010 | 1,775.00  | Federal & State Returns 12/31/20 FYE         |
|            | Bergan KDV                                      |                     | 1,775.00  |                                              |
| 0          | BGMN Inc                                        | 101-43121-430-42210 | 181.98    | Fuel Additive for Stock                      |
| 0          | BGMN Inc                                        | 101-45200-450-42210 | 90.99     | Fuel Additive for Stock                      |
| 0          | BGMN Inc                                        | 101-42123-420-42210 | 45.49     | Fuel Additive for Stock                      |
| 0          | BGMN Inc                                        | 601-49430-000-42210 | 68.24     | Fuel Additive for Stock                      |
| 0          | BGMN Inc                                        | 602-49450-000-42210 | 68.24     | Fuel Additive for Stock                      |
|            | BGMN Inc                                        |                     | 454.94    |                                              |
| 0          | BHE Renewables                                  | 602-49480-000-43810 | 11,731.51 | Solar Energy August                          |
|            | BHE Renewables                                  |                     | 11,731.51 |                                              |
| 0          | Border States Industries Inc                    | 101-43121-430-42230 | 161.23    | Lights for PWP                               |
| 0          | Border States Industries Inc                    | 101-43170-430-42240 | 111.45    | Light Bulbs For Stoplights                   |
| 0          | Border States Industries Inc                    | 602-49450-000-42230 | 16.78     | Lights for PWP                               |
| 0          | Border States Industries Inc                    | 603-49500-000-42230 | 2.38      | Lights for PWP                               |
| 0          | Border States Industries Inc                    | 601-49430-000-42230 | 16.78     | Lights for PWP                               |
|            | Border States Industries Inc                    |                     | 308.62    |                                              |
| 172787     | BSN Sports Inc                                  | 101-45130-450-42110 | 1,207.26  | Floor Exercise Mats                          |
|            | BSN Sports Inc                                  |                     | 1,207.26  |                                              |
| 172788     | Bug Busters Inc                                 | 241-46330-461-44010 | 87.00     | 1806 Shumway Wasps Spray Service             |
| 172788     | Bug Busters Inc                                 | 241-46330-461-44010 | 44.00     | 404 NW 13th Street Roach Service             |
|            | Bug Busters Inc                                 |                     | 131.00    |                                              |
| 172789     | Cannon River Drug & Violent Offender Task Force | 101-00000-000-20200 | 175.00    | Jeff Burbank Refund 9/22/2021                |
|            | Cannon River Drug & Violent Offender Task Force |                     | 175.00    |                                              |
| 172790     | Canon Financial Services Inc                    | 101-42210-420-44160 | 68.46     | Copier Contract Charge 09/01/2021-09/30/2021 |



| Check Numb | Last Name                    | Acct 1              | Amount  | Description                               |
|------------|------------------------------|---------------------|---------|-------------------------------------------|
|            | Canon Financial Services Inc |                     | 68.46   |                                           |
| 0          | CCS Cleaning & Restoration   | 241-46330-461-44010 | 292.50  | 914 SW 1st Street Scrub & Wax Floors      |
|            | CCS Cleaning & Restoration   |                     | 292.50  |                                           |
| 172791     | CenturyLink                  | 602-49480-000-43210 | 177.45  | 507-334-8696 581                          |
| 172791     | CenturyLink                  | 602-49450-000-43210 | 66.15   | 507-334-0586 787                          |
| 172791     | CenturyLink                  | 602-49450-000-43210 | 60.80   | 507-334-0412 356 Matteson St Lift Station |
| 172791     | CenturyLink                  | 601-49430-000-43210 | 84.56   | 507-332-9045 313Sensus Back-up Dialer     |
| 172791     | CenturyLink                  | 601-49430-000-43210 | 66.15   | 507-334-0557 655                          |
| 172791     | CenturyLink                  | 602-49450-000-43210 | 50.87   | Lift Station Phone Service                |
| 172791     | CenturyLink                  | 225-49810-430-43210 | 66.15   | 507-334-2850 219                          |
| 172791     | CenturyLink                  | 101-41940-410-43210 | 294.04  | 507-332-2400 019                          |
| 172791     | CenturyLink                  | 902-00000-000-23935 | -871.06 | Monthly Service 8/13/21-9/12/21           |
| 172791     | CenturyLink                  | 101-45500-450-43210 | 55.76   | 507 334-0138 069 Elevator Phone           |
| 172791     | CenturyLink                  | 902-00000-000-23935 | 871.06  | Monthly Service 9/13/21-10/12/21          |
|            | CenturyLink                  |                     | 921.93  |                                           |
| 172792     | Certified Laboratories       | 602-49480-000-42130 | 273.95  | Grease                                    |
|            | Certified Laboratories       |                     | 273.95  |                                           |
| 0          | Cintas Corporation           | 601-49430-000-44060 | 2.37    | Laundry - PWP                             |
| 0          | Cintas Corporation           | 101-43126-430-44060 | 12.68   | Uniform Cleaning Mechanics                |
| 0          | Cintas Corporation           | 602-49480-000-44060 | 33.25   | Uniform Laundry                           |
| 0          | Cintas Corporation           | 603-49500-000-44060 | 6.59    | Uniform Cleaning Stormwater               |
| 0          | Cintas Corporation           | 602-49480-000-44060 | 36.00   | Uniform Laundry                           |
| 0          | Cintas Corporation           | 101-43121-430-44060 | 22.75   | Laundry - PWP                             |
| 0          | Cintas Corporation           | 101-45200-450-44060 | 30.74   | Laundry                                   |
| 0          | Cintas Corporation           | 898-46310-000-44060 | 10.98   | 1324 Prairie Ave Matts                    |
| 0          | Cintas Corporation           | 602-49450-000-44060 | 14.97   | Uniform Cleaning Sewer                    |
| 0          | Cintas Corporation           | 603-49500-000-44060 | 0.33    | Laundry - PWP                             |
| 0          | Cintas Corporation           | 602-49480-000-44060 | 10.96   | Lab Towels Floor Mats                     |
| 0          | Cintas Corporation           | 101-45200-450-44060 | 30.74   | Laundry                                   |
| 0          | Cintas Corporation           | 101-43126-430-44060 | 12.68   | Uniform Cleaning Mechanics                |
| 0          | Cintas Corporation           | 602-49450-000-44060 | 2.37    | Laundry - PWP                             |
| 0          | Cintas Corporation           | 101-43121-430-44060 | 26.49   | Uniform Cleaning Streets                  |
| 0          | Cintas Corporation           | 601-49430-000-44060 | 25.25   | Uniform Cleaning Water                    |
| 0          | Cintas Corporation           | 602-49480-000-44060 | 23.28   | Lab Towels Floor Mats                     |
| 0          | Cintas Corporation           | 101-43121-430-44060 | 26.49   | Uniform Cleaning Streets                  |

| Check Numb | Last Name                   | Acct 1              | Amount    | Description                                                      |
|------------|-----------------------------|---------------------|-----------|------------------------------------------------------------------|
| 0          | Cintas Corporation          | 603-49500-000-44060 | 6.59      | Uniform Cleaning Stormwater                                      |
| 0          | Cintas Corporation          | 101-45122-450-44060 | 14.40     | Laundry Service - Mops                                           |
| 0          | Cintas Corporation          | 602-49450-000-44060 | 14.97     | Uniform Cleaning Sewer                                           |
| 0          | Cintas Corporation          | 898-46310-000-42110 | 6.00      | 1324 Prairie Ave Hand Sanitizer                                  |
| 0          | Cintas Corporation          | 101-43126-430-44060 | 3.50      | Laundry for Shop Towels                                          |
| 0          | Cintas Corporation          | 601-49430-000-44060 | 25.25     | Uniform Cleaning Water                                           |
|            | Cintas Corporation          |                     | 399.63    |                                                                  |
| 172793     | City of Faribault           | 873-49499-000-43850 | 3,712.05  | Roberds Lake SIU Bill - August                                   |
| 172793     | City of Faribault           | 241-46330-461-43850 | 9.75      | 902 A Spring Road Sewer Thru 9/27/2021 Final                     |
| 172793     | City of Faribault           | 241-46330-461-43850 | 4.63      | 1323 NW 7th Street Sewer Thru 9/17/2021 Final                    |
| 172793     | City of Faribault           | 241-46330-461-43860 | 3.13      | 1323 NW 7th Street Storm Water Thru 9/17/2021 Final              |
| 172793     | City of Faribault           | 873-49499-000-43090 | 594.00    | Roberds Lake Billing Fee - August                                |
| 172793     | City of Faribault           | 241-46330-461-44375 | 5.00      | 1806 Shumway Utility Reimbursement to Water Account 020181-002 W |
| 172793     | City of Faribault           | 241-46330-461-43820 | 6.26      | 1323 NW 7th Street Water Thru 9/17/2021 Final                    |
| 172793     | City of Faribault           | 241-46330-461-44375 | 156.00    | 904 A Spring Road Utility Reimbursement to Water Account 020561- |
| 172793     | City of Faribault           | 241-46330-461-44375 | 34.00     | 1522 Western Ave Utility Reimbursement Account 020565-000        |
| 172793     | City of Faribault           | 241-46330-461-43820 | 11.18     | 902A Spring Road Water Thru 9/27/2021 Final                      |
| 172793     | City of Faribault           | 241-46330-461-43860 | 4.96      | 902 A Spring Road Storm Water Thru 9/27/2021 Final               |
|            | City of Faribault           |                     | 4,540.96  |                                                                  |
| 172794     | CL Bensen Company Inc       | 101-45122-450-42230 | 409.65    | HVAC Air Filters                                                 |
|            | CL Bensen Company Inc       |                     | 409.65    |                                                                  |
| 0          | Clausen Kim                 | 280-46310-461-43090 | 180.00    | RAD Repositioning Services 09/08/2021-09/10/2021                 |
|            | Clausen Kim                 |                     | 180.00    |                                                                  |
| 172795     | Commercial Asphalt Company  | 101-43121-430-42240 | 703.79    | Hot Mix For Street Patching                                      |
|            | Commercial Asphalt Company  |                     | 703.79    |                                                                  |
| 172796     | Community Co-op Oil Assn    | 101-00000-000-15520 | 12,805.12 | Unleaded Fuel for Vehicles and Equipment                         |
| 172796     | Community Co-op Oil Assn    | 101-45122-450-42120 | 16.47     | Lawn Mower Gasoline                                              |
| 172796     | Community Co-op Oil Assn    | 101-00000-000-15520 | -600.00   | Diesel Discount                                                  |
| 172796     | Community Co-op Oil Assn    | 101-00000-000-15520 | 6,510.00  | Diesel Fuel for Vehicles and Equipment                           |
|            | Community Co-op Oil Assn    |                     | 18,731.59 |                                                                  |
| 172797     | Consolidated Communications | 601-49430-000-43210 | 61.91     | Lift Station Phone Service                                       |

| Check Numb | Last Name                       | Acct 1              | Amount    | Description                                       |
|------------|---------------------------------|---------------------|-----------|---------------------------------------------------|
| 172797     | Consolidated Communications     | 902-00000-000-23935 | 884.69    | Consolidated Communications Fee                   |
| 172797     | Consolidated Communications     | 902-00000-000-23935 | -884.69   | Consolidated Communications                       |
| 172797     | Consolidated Communications     | 101-41110-410-43250 | 13.82     | Council Chambers TV Services                      |
| 172797     | Consolidated Communications     | 101-45126-450-43250 | -76.57    | CREDIT - Washington Rec Center Internet/Broadband |
| 172797     | Consolidated Communications     | 601-49430-000-43210 | 57.92     | Lift Station Phone Service                        |
| 172797     | Consolidated Communications     | 101-42110-420-43210 | 565.75    | Police Phone Services and Long Distance Fees      |
| 172797     | Consolidated Communications     | 101-41940-410-43250 | 230.30    | City Hall Metro Line                              |
| 172797     | Consolidated Communications     | 601-49430-000-43250 | 74.82     | Water Plant DSL w/ Static IP                      |
|            | Consolidated Communications     |                     | 927.95    |                                                   |
| 172798     | Core & Main LP                  | 601-49430-000-42110 | 1,337.42  | Water Meters                                      |
| 172798     | Core & Main LP                  | 601-49430-000-42110 | 394.80    | Water Service Supplies                            |
| 172798     | Core & Main LP                  | 601-49430-000-42110 | 808.71    | Meter Supplies                                    |
|            | Core & Main LP                  |                     | 2,540.93  |                                                   |
| 172799     | Court Sports and More           | 101-45130-450-42110 | 877.00    | T-Shirts                                          |
|            | Court Sports and More           |                     | 877.00    |                                                   |
| 172800     | Crane Creek Asphalt             | 101-43121-430-42240 | 994.18    | Asphalt For Street Patching                       |
| 172800     | Crane Creek Asphalt             | 474-43121-430-45302 | 37,967.22 | (2021-02) Pay Request 5                           |
| 172800     | Crane Creek Asphalt             | 601-49430-000-42240 | 1,014.30  | Asphalt Water Main Break 1100 Block 1st St NW     |
| 172800     | Crane Creek Asphalt             | 602-49450-000-42240 | 1,093.82  | Asphalt Sewer Repair 6th Ave SE @ 1st St          |
|            | Crane Creek Asphalt             |                     | 41,069.52 |                                                   |
| 172801     | Creative Co-Op                  | 101-42110-420-42230 | 26.00     | Kitchen Garbage Bags PD                           |
|            | Creative Co-Op                  |                     | 26.00     |                                                   |
| 172802     | Crooks Leif                     | 101-00000-450-34700 | 25.00     | Replace Ck #166049-Refund Ukulele for Beginners   |
|            | Crooks Leif                     |                     | 25.00     |                                                   |
| 172803     | Culligan                        | 101-45122-450-42110 | 141.00    | Softener Salt & Rust Remover Salt                 |
|            | Culligan                        |                     | 141.00    |                                                   |
| 172804     | Dakota County Technical College | 101-42123-420-43140 | 500.00    | Pursuit Refresher (EVOC) / A Marvin / V Malecha   |

| Check Numb | Last Name                       | Acct 1              | Amount    | Description                                                 |
|------------|---------------------------------|---------------------|-----------|-------------------------------------------------------------|
|            | Dakota County Technical College |                     | 500.00    |                                                             |
| 172805     | Dalco                           | 101-42110-420-42230 | 40.70     | Urinal Screen                                               |
| 172805     | Dalco                           | 101-42110-420-42230 | 41.66     | Dolly for Container                                         |
|            | Dalco                           |                     | 82.36     |                                                             |
| 0          | Day Jeanne                      | 101-41580-410-43310 | 150.08    | Mileage MNGFOA Conference                                   |
|            | Day Jeanne                      |                     | 150.08    |                                                             |
| 172806     | DeGrood Pat                     | 101-42220-420-42070 | 48.00     | 12 Straw Bales for Fire Training                            |
|            | DeGrood Pat                     |                     | 48.00     |                                                             |
| 172807     | Department of Human Services    | 101-45127-450-43090 | 462.00    | July Grounds Crew - Soccer Complex                          |
| 172807     | Department of Human Services    | 101-45200-450-44010 | 1,757.25  | State Crew                                                  |
| 172807     | Department of Human Services    | 101-45200-450-43090 | 1,617.00  | State Crew Services                                         |
| 172807     | Department of Human Services    | 101-45127-450-43090 | 396.00    | State Crew Services                                         |
| 172807     | Department of Human Services    | 101-45200-450-43090 | -4,067.00 | Invoice #658962 May Grounds Crew                            |
|            | Department of Human Services    |                     | 165.25    |                                                             |
| 172808     | Diamond Vogel                   | 101-43170-430-42240 | 299.00    | White Traffic Paint                                         |
|            | Diamond Vogel                   |                     | 299.00    |                                                             |
| 172809     | Discount School Supply          | 101-45140-450-42110 | -68.39    | Duplicate Payment P40485100001                              |
| 172809     | Discount School Supply          | 101-45140-450-42110 | 91.08     | Washington Totes                                            |
|            | Discount School Supply          |                     | 22.69     |                                                             |
| 172810     | Dodge Center Ambulance          | 101-42121-420-43140 | 275.00    | EMT Renewal Course / J Burbank                              |
|            | Dodge Center Ambulance          |                     | 275.00    |                                                             |
| 172811     | Dynasty Lawn Service LLC        | 603-49500-000-44050 | 1,700.00  | Replace Ck #170342-Tree Removal-Storm Project Cannon Circle |
| 172811     | Dynasty Lawn Service LLC        | 603-49500-000-44050 | 5,500.00  | Replace Ck #170342-Pond Tree Removal-Stone Bridge           |
|            | Dynasty Lawn Service LLC        |                     | 7,200.00  |                                                             |
| 172812     | E O Johnson Company Inc-Dallas  | 101-45500-450-44160 | 288.38    | Lanier IM C2500 copier                                      |

| Check Numb | Last Name                      | Acct 1              | Amount   | Description                                   |
|------------|--------------------------------|---------------------|----------|-----------------------------------------------|
| 172812     | E O Johnson Company Inc-Dallas | 101-45110-450-44160 | 257.89   | Copier Monthly Lease Payment                  |
|            | E O Johnson Company Inc-Dallas |                     | 546.27   |                                               |
| 172813     | Extreme Unlimited LLC          | 101-00000-000-22000 | 1,000.00 | Replace Ck #172048-Escrow Release             |
|            | Extreme Unlimited LLC          |                     | 1,000.00 |                                               |
| 172814     | Fame Awards                    | 101-41510-410-42110 | 18.00    | Nameplate for Accounting Technician's Cubicle |
|            | Fame Awards                    |                     | 18.00    |                                               |
| 172815     | Fareway Stores Inc #126        | 101-42210-420-42115 | 13.47    | Cookies for Rescue Training                   |
| 172815     | Fareway Stores Inc #126        | 101-41940-410-42115 | 29.96    | Coffee                                        |
| 172815     | Fareway Stores Inc #126        | 101-42210-420-42115 | 23.98    | Donuts for Rescue Training                    |
| 172815     | Fareway Stores Inc #126        | 101-42210-420-42115 | 11.47    | Cookies for Rescue Training Class             |
| 172815     | Fareway Stores Inc #126        | 101-42210-420-42115 | 17.16    | Water for Rescue Training Class               |
|            | Fareway Stores Inc #126        |                     | 96.04    |                                               |
| 172816     | Faribault Ace Hardware         | 101-45122-450-42110 | 60.27    | Water Hose/Light Bulbs/Duster                 |
| 172816     | Faribault Ace Hardware         | 101-42110-420-42230 | 24.37    | Screen - Aluminum                             |
| 172816     | Faribault Ace Hardware         | 601-49430-000-42110 | 26.78    | Pail and Saw Blades                           |
| 172816     | Faribault Ace Hardware         | 101-42110-420-42110 | 11.69    | Knife Blades                                  |
| 172816     | Faribault Ace Hardware         | 101-45122-450-42230 | 43.13    | HVAC Air Filters                              |
| 172816     | Faribault Ace Hardware         | 601-49430-000-42110 | 21.56    | Air Unit Filters                              |
| 172816     | Faribault Ace Hardware         | 101-43126-430-42110 | 28.77    | Sealer                                        |
| 172816     | Faribault Ace Hardware         | 101-41940-410-42110 | 4.12     | Keys                                          |
| 172816     | Faribault Ace Hardware         | 101-45122-450-42230 | 10.78    | HVAC Air Filters                              |
| 172816     | Faribault Ace Hardware         | 101-42110-420-42230 | 17.08    | Paint Ceiling Coversup                        |
| 172816     | Faribault Ace Hardware         | 101-45200-450-42110 | 63.00    | RV Antifreeze                                 |
| 172816     | Faribault Ace Hardware         | 101-45200-450-42110 | 5.39     | Plumbing Parts                                |
| 172816     | Faribault Ace Hardware         | 101-41940-410-42110 | 42.65    | Cleaners/Toilet Bowl Brush/ Napkins           |
| 172816     | Faribault Ace Hardware         | 101-42110-420-42020 | 46.78    | Computer Surge Protector                      |
| 172816     | Faribault Ace Hardware         | 101-45122-450-42110 | 6.29     | Quick Link                                    |
| 172816     | Faribault Ace Hardware         | 101-42110-420-42230 | 16.62    | Odor Beads - Fly Swatter                      |
| 172816     | Faribault Ace Hardware         | 101-45500-450-42110 | 9.09     | Silicone & Fasteners                          |
| 172816     | Faribault Ace Hardware         | 602-49480-000-42110 | 25.08    | Batteries/Water Nozzle                        |
| 172816     | Faribault Ace Hardware         | 602-49480-000-42110 | 7.19     | 50 Pack Rivets                                |
| 172816     | Faribault Ace Hardware         | 602-49480-000-42110 | 96.41    | Toilet Paper/Cleaning Supplies                |
| 172816     | Faribault Ace Hardware         | 101-41940-410-42110 | 13.11    | Corner Brace & Picture Hangers                |
| 172816     | Faribault Ace Hardware         | 602-49480-000-42110 | 27.87    | Floor Mop                                     |
| 172816     | Faribault Ace Hardware         | 602-49480-000-42110 | 57.55    | Cleaning Supplies                             |

| Check Numb | Last Name                          | Acct 1              | Amount   | Description                                           |
|------------|------------------------------------|---------------------|----------|-------------------------------------------------------|
|            | Faribault Ace Hardware             |                     | 665.58   |                                                       |
| 172817     | Faribault Area Chamber of Commerce | 290-46500-462-43090 | 5,000.00 | Administration of Micro Grant Program with EDA        |
|            | Faribault Area Chamber of Commerce |                     | 5,000.00 |                                                       |
| 0          | Faribault Fleet Supply Inc         | 101-45200-450-42180 | 93.99    | Rubber Boots                                          |
| 0          | Faribault Fleet Supply Inc         | 101-43126-430-42110 | 10.08    | Steel Brush                                           |
| 0          | Faribault Fleet Supply Inc         | 603-49500-000-42110 | 23.98    | Oats                                                  |
| 0          | Faribault Fleet Supply Inc         | 101-43121-430-42110 | 12.99    | LP For #202                                           |
| 0          | Faribault Fleet Supply Inc         | 101-45200-450-42110 | 21.26    | Bushing/Elbow/Etc                                     |
| 0          | Faribault Fleet Supply Inc         | 101-45200-450-42110 | 17.97    | Mulch                                                 |
|            | Faribault Fleet Supply Inc         |                     | 180.27   |                                                       |
| 172818     | Faribault Interiors                | 241-46330-461-44050 | 550.00   | 900 D Spring Road Bathroom Underlayment and Base      |
|            | Faribault Interiors                |                     | 550.00   |                                                       |
| 172819     | Faribault Rental Equipment Inc     | 101-45130-450-44160 | 145.80   | Dunk Tank Rental                                      |
|            | Faribault Rental Equipment Inc     |                     | 145.80   |                                                       |
| 0          | Faribo Plumbing & Heating Inc      | 101-45122-450-42230 | 48.00    | Air Filters                                           |
|            | Faribo Plumbing & Heating Inc      |                     | 48.00    |                                                       |
| 0          | Fette Electronics Inc              | 101-45110-450-42020 | 13.99    | Cable/Splitter/Extension                              |
| 0          | Fette Electronics Inc              | 101-45126-450-43090 | 240.00   | Annual Monitor Burglar & Fire Alarm - Wash Rec Center |
| 0          | Fette Electronics Inc              | 101-45500-450-44045 | 85.00    | Remount Security Keypad                               |
| 0          | Fette Electronics Inc              | 601-49430-000-42230 | 350.00   | Security Camera Covers                                |
|            | Fette Electronics Inc              |                     | 688.99   |                                                       |
| 172820     | Fieldstone Family Homes            | 101-00000-000-22000 | 1,000.00 | Escrow Release                                        |
|            | Fieldstone Family Homes            |                     | 1,000.00 |                                                       |
| 172821     | Flagship Recreation                | 101-45200-450-42110 | 960.00   | Playground Parts/Tube Slide Section/Climber Chain     |
|            | Flagship Recreation                |                     | 960.00   |                                                       |

| Check Numb | Last Name                           | Acct 1              | Amount   | Description                                                      |
|------------|-------------------------------------|---------------------|----------|------------------------------------------------------------------|
| 0          | Flom Disposal                       | 241-46330-461-43840 | 154.21   | 910 SW 1st Street Trash Disposal thru 10/31/2021                 |
| 0          | Flom Disposal                       | 241-46330-461-43840 | 20.83    | 1518 Western Ave Trash Disposal Thru 10/31/2021                  |
| 0          | Flom Disposal                       | 898-46310-000-43840 | 233.59   | 1324 Prairie Avenue Trash Disposal Thru 10/31/2021               |
|            | Flom Disposal                       |                     | 408.63   |                                                                  |
| 172776     | GIS Benefits                        | 101-00000-000-11510 | 34.66    | L Petricka - Dental October                                      |
| 172776     | GIS Benefits                        | 101-00000-000-21711 | 574.96   | Voluntary Short Term Disability - October                        |
| 172776     | GIS Benefits                        | 101-00000-000-21717 | 433.46   | Vision Insurance Prepaid - October                               |
| 172776     | GIS Benefits                        | 101-00000-000-21716 | 982.59   | Accident/Critical Illness - October                              |
| 172776     | GIS Benefits                        | 101-00000-000-21710 | 1,769.91 | Voluntary Life Insurance - October                               |
| 172776     | GIS Benefits                        | 101-00000-000-21716 | 117.00   | Voluntary Prepaid Legal - October                                |
| 172776     | GIS Benefits                        | 101-00000-000-21715 | 5,016.69 | Dental Insurance Prepaid - October                               |
|            | GIS Benefits                        |                     | 8,929.27 |                                                                  |
| 172822     | Glenn's Service LLC                 | 101-42123-420-43090 | 60.00    | Tow Dirt Bike From 100 Block of Mott Ave to FPD Storage Facility |
| 172822     | Glenn's Service LLC                 | 101-43121-430-44040 | 80.00    | Tow Charge / Street #115                                         |
|            | Glenn's Service LLC                 |                     | 140.00   |                                                                  |
| 0          | Godfather's Pizza                   | 101-45500-450-43130 | 20.88    | Pizza for Library Program                                        |
|            | Godfather's Pizza                   |                     | 20.88    |                                                                  |
| 0          | Gopher State One Call               | 601-49430-000-43090 | 161.55   | September Locate Tickets                                         |
| 0          | Gopher State One Call               | 602-49450-000-43090 | 161.55   | September Locate Tickets                                         |
| 0          | Gopher State One Call               | 603-49500-000-43090 | 161.55   | September Locate Tickets                                         |
|            | Gopher State One Call               |                     | 484.65   |                                                                  |
| 172823     | Harlequin Sales Corp/Reader Service | 101-45500-450-42190 | 30.30    | Books                                                            |
| 172823     | Harlequin Sales Corp/Reader Service | 101-45500-450-42190 | 21.96    | Books                                                            |
|            | Harlequin Sales Corp/Reader Service |                     | 52.26    |                                                                  |
| 172824     | Harry Brown's LLC                   | 101-42123-420-44040 | 182.25   | Car Washes                                                       |
|            | Harry Brown's LLC                   |                     | 182.25   |                                                                  |
| 172825     | Hawkins Inc                         | 602-49480-000-42160 | 1,175.38 | Bleach For Filament Control                                      |
| 172825     | Hawkins Inc                         | 601-49430-000-42160 | 3,859.34 | Sodium Silicate And Sodium Permanganate For Water Treatment      |
| 172825     | Hawkins Inc                         | 601-49430-000-42160 | 0.01     | Chlorine Cylinder Return                                         |

| Check Numb | Last Name                                          | Acct 1              | Amount     | Description                                                      |
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| 172825     | Hawkins Inc                                        | 601-49430-000-42160 | -0.01      | Chlorine Cylinder Return                                         |
| 172825     | Hawkins Inc                                        | 602-49480-000-42160 | 1,175.38   | Bleach Filament Control                                          |
| 172825     | Hawkins Inc                                        | 601-49430-000-42160 | 677.00     | Chlorine for Water Treatment                                     |
| 172825     | Hawkins Inc                                        | 601-49430-000-42160 | 2,869.58   | Fluoride and Sodium Silicate                                     |
| 172825     | Hawkins Inc                                        | 602-49480-000-42160 | 5,847.00   | Ferric Phos Removal                                              |
|            | Hawkins Inc                                        |                     | 15,603.68  |                                                                  |
| 172826     | HD Supply Facilities Maintenance                   | 241-46330-461-42110 | 19.32      | Chrome Garage Door Lock                                          |
| 172826     | HD Supply Facilities Maintenance                   | 241-46330-461-42110 | 593.03     | Spray Paint/Steel Door Stops/Passage Knobs/Nylon Rollers/Privacy |
|            | HD Supply Facilities Maintenance                   |                     | 612.35     |                                                                  |
| 172827     | Heselton Construction LLC                          | 474-43121-430-45203 | 365,988.12 | 2021-03 Pay Request 4                                            |
|            | Heselton Construction LLC                          |                     | 365,988.12 |                                                                  |
| 172828     | Hiawathaland Transit/Three Rivers Community Action | 101-00000-000-20400 | 392.00     | Bus Token Sales - September                                      |
|            | Hiawathaland Transit/Three Rivers Community Action |                     | 392.00     |                                                                  |
| 172829     | Hillyard Hutchinson                                | 101-42110-420-42230 | 127.41     | Bath Tissue                                                      |
| 172829     | Hillyard Hutchinson                                | 101-45122-450-42110 | 352.75     | Cleaners/Paper Towels/Toilet Tissue                              |
| 172829     | Hillyard Hutchinson                                | 101-45122-450-44045 | 202.00     | Repair Floor Machine                                             |
|            | Hillyard Hutchinson                                |                     | 682.16     |                                                                  |
| 172830     | Huber Technology Inc                               | 602-49480-000-42210 | 148.00     | Screen Parts                                                     |
|            | Huber Technology Inc                               |                     | 148.00     |                                                                  |
| 172831     | Hy-Vee - Accounts Receivable                       | 101-42210-420-42115 | 14.97      | Cookies for Rescue Training                                      |
| 172831     | Hy-Vee - Accounts Receivable                       | 101-41910-410-42115 | 50.93      | Environmental Commission Meeting w/Stat 306 Central Refreshments |
| 172831     | Hy-Vee - Accounts Receivable                       | 101-42210-420-42115 | 160.00     | Lunch for Rescue Training Class                                  |
| 172831     | Hy-Vee - Accounts Receivable                       | 101-41800-410-44382 | 113.15     | Walk for Wellness Grab a Bag Lunch 7/14/21                       |
|            | Hy-Vee - Accounts Receivable                       |                     | 339.05     |                                                                  |
| 172777     | ICMA Retirement Trust 457                          | 101-00000-000-21706 | 335.00     | PR Batch 00519.09.2021 ICMA Deferred Comp                        |
|            | ICMA Retirement Trust 457                          |                     | 335.00     |                                                                  |
| 0          | Innovative Office Solutions LLC                    | 101-45110-450-42010 | 62.12      | White Board & Expo Markers                                       |



| Check Numb | Last Name                             | Acct 1              | Amount    | Description                                    |
|------------|---------------------------------------|---------------------|-----------|------------------------------------------------|
| 0          | Innovative Office Solutions LLC       | 101-42110-420-42110 | 110.88    | Award Frames                                   |
| 0          | Innovative Office Solutions LLC       | 101-45500-450-42010 | 24.32     | Book Tape                                      |
| 0          | Innovative Office Solutions LLC       | 101-42110-420-42110 | 52.65     | Forks - Napkins - Knives                       |
| 0          | Innovative Office Solutions LLC       | 101-45110-450-42410 | 480.60    | Office Chair                                   |
| 0          | Innovative Office Solutions LLC       | 240-46210-460-42010 | 74.09     | Envelopes/Rubber Bands/Etc                     |
| 0          | Innovative Office Solutions LLC       | 101-42110-420-42110 | 15.84     | Award Frames                                   |
| 0          | Innovative Office Solutions LLC       | 101-42210-420-42010 | 28.18     | Label Refill/Sheet Protectors/Pens             |
| 0          | Innovative Office Solutions LLC       | 101-42110-420-42110 | 316.80    | Award Frames                                   |
| 0          | Innovative Office Solutions LLC       | 101-42400-420-42010 | 31.41     | Office Supplies - Paper/ Batteries/Filing Tabs |
| 0          | Innovative Office Solutions LLC       | 101-42124-420-42010 | 232.02    | Xerox Paper                                    |
| 0          | Innovative Office Solutions LLC       | 101-41320-410-42010 | 58.93     | Folders for Red Book Files                     |
|            | Innovative Office Solutions LLC       |                     | 1,487.84  |                                                |
| 0          | Internal Revenue Service              | 101-00000-000-21703 | 17,302.29 | PR Batch 00519.09.2021 FICA Employer           |
| 0          | Internal Revenue Service              | 101-00000-000-21704 | 6,224.30  | PR Batch 00519.09.2021 Medicare Employee       |
| 0          | Internal Revenue Service              | 101-00000-000-21701 | 43,437.81 | PR Batch 00519.09.2021 Federal Income Tax      |
| 0          | Internal Revenue Service              | 101-00000-000-21704 | 6,224.30  | PR Batch 00519.09.2021 Medicare Employer       |
| 0          | Internal Revenue Service              | 101-00000-000-21703 | 17,302.29 | PR Batch 00519.09.2021 FICA Employee           |
|            | Internal Revenue Service              |                     | 90,490.99 |                                                |
| 172832     | Jerry Luiken Construction Inc         | 101-00000-000-22000 | 1,000.00  | Escrow Release for Jerry Luiken                |
|            | Jerry Luiken Construction Inc         |                     | 1,000.00  |                                                |
| 172834     | Johnson Reiland Builders & Remodelers | 101-00000-000-22000 | 1,000.00  | Escrow Release for 3230 Ramsey Street          |
|            | Johnson Reiland Builders & Remodelers |                     | 1,000.00  |                                                |
| 172833     | Johnson Tricia                        | 101-45140-450-43090 | 210.00    | Interpret - Flag Football                      |
|            | Johnson Tricia                        |                     | 210.00    |                                                |
| 0          | Kimley-Horn and Associates Inc        | 469-43121-430-45300 | 6,864.02  | 2nd Ave/Division Street Bridge Through 8/31/21 |
|            | Kimley-Horn and Associates Inc        |                     | 6,864.02  |                                                |
| 0          | Kline Distributing LLC                | 101-45125-450-42990 | 262.13    | Concession Items for Resale at Aquatic Center  |
|            | Kline Distributing LLC                |                     | 262.13    |                                                |
| 0          | Little Rodney                         | 101-45126-450-43090 | 220.00    | Mowing Services                                |

| Check Numb | Last Name                              | Acct 1              | Amount   | Description                                 |
|------------|----------------------------------------|---------------------|----------|---------------------------------------------|
| 0          | Little Rodney                          | 101-45200-450-43090 | 2,400.00 | Mowing Contract                             |
|            | Little Rodney                          |                     | 2,620.00 |                                             |
| 172835     | LNS Court Reporting and Captioning     | 101-41110-410-43090 | 348.00   | Closed Captioning                           |
|            | LNS Court Reporting and Captioning     |                     | 348.00   |                                             |
| 172837     | Loffler Companies Inc                  | 602-49450-000-44160 | 4.22     | Copies September 2021 PWP                   |
| 172837     | Loffler Companies Inc                  | 603-49500-000-44160 | 0.61     | Copies September 2021 PWP                   |
| 172837     | Loffler Companies Inc                  | 101-43121-430-44160 | 40.57    | Copies September 2021 PWP                   |
| 172837     | Loffler Companies Inc                  | 601-49430-000-44160 | 4.22     | Copies September 2021 PWP                   |
|            | Loffler Companies Inc                  |                     | 49.62    |                                             |
| 172779     | Madison National Life Insurance Co Inc | 101-00000-000-21711 | 1,643.17 | PR Batch 00519.09.2021 Long Term Disability |
| 172778     | Madison National Life Insurance Co Inc | 101-42220-420-41330 | 65.56    | Part-Time Firefighters Life Insurance       |
| 172778     | Madison National Life Insurance Co Inc | 101-00000-000-21710 | 3,431.91 | Life Insurance - October                    |
|            | Madison National Life Insurance Co Inc |                     | 5,140.64 |                                             |
| 0          | Marco Technologies LLC                 | 902-00000-000-23935 | 342.30   | Marco Print Contract Fee                    |
| 0          | Marco Technologies LLC                 | 101-41320-410-44045 | 25.42    | Administration Print Fee                    |
| 0          | Marco Technologies LLC                 | 101-43126-430-44045 | 12.71    | Public Works Maintenance Shop Print Fee     |
| 0          | Marco Technologies LLC                 | 101-41800-410-44045 | 24.72    | HR Print Fee                                |
| 0          | Marco Technologies LLC                 | 101-45110-450-44045 | 12.71    | Community Center Back Desk Print Fee        |
| 0          | Marco Technologies LLC                 | 902-00000-000-23935 | -342.30  | Marco Main 1                                |
| 0          | Marco Technologies LLC                 | 101-45126-450-44045 | 12.71    | Washinton Rec Print Fee                     |
| 0          | Marco Technologies LLC                 | 101-42123-420-44045 | 45.51    | Police Patrol Print Fee                     |
| 0          | Marco Technologies LLC                 | 101-45200-450-44045 | 12.71    | Parks Print Fee                             |
| 0          | Marco Technologies LLC                 | 101-43110-430-44045 | 12.71    | Public Works Department Print Fee           |
| 0          | Marco Technologies LLC                 | 101-45500-450-44045 | 19.42    | Library Print Fee                           |
| 0          | Marco Technologies LLC                 | 101-42110-420-44045 | 12.71    | Police Administration Print Fee             |
| 0          | Marco Technologies LLC                 | 101-42124-420-44045 | 52.83    | Police Records and Evid. Print Fee          |
| 0          | Marco Technologies LLC                 | 101-41510-410-44045 | 72.72    | Finance Print Fee                           |
| 0          | Marco Technologies LLC                 | 240-46210-460-44045 | 25.42    | Community & Economic Development Print Fee  |
|            | Marco Technologies LLC                 |                     | 342.30   |                                             |
| 172838     | Martin A Windows LLC                   | 101-45200-450-43090 | 1,339.29 | Landscape Maintenance                       |
| 172838     | Martin A Windows LLC                   | 101-43121-430-43090 | 1,339.28 | Landscaping Downtown                        |

| Check Numb | Last Name                              | Acct 1              | Amount    | Description                                            |
|------------|----------------------------------------|---------------------|-----------|--------------------------------------------------------|
|            | Martin A Windows LLC                   |                     | 2,678.57  |                                                        |
| 0          | McDermott Spencer                      | 601-49430-000-42120 | 39.04     | Fuel For Returning From Duluth Conference              |
|            | McDermott Spencer                      |                     | 39.04     |                                                        |
| 172839     | MCFOA                                  | 101-41320-410-43140 | 25.00     | MCFOA Meeting/Training                                 |
|            | MCFOA                                  |                     | 25.00     |                                                        |
| 172840     | Menards                                | 241-46330-461-42110 | 199.23    | 902 A Spring Road Faucets & Joint Filler               |
|            | Menards                                |                     | 199.23    |                                                        |
| 0          | Metro Sales Inc                        | 240-46210-460-44160 | 3,330.05  | Contract 9/25/21-12/24/21 and Overages 9/25/20-9/24/21 |
| 0          | Metro Sales Inc                        | 101-41940-410-44160 | 2,989.35  | Contract 9/25/21-12/24/21 and Overages 9/25/20-9/24/21 |
|            | Metro Sales Inc                        |                     | 6,319.40  |                                                        |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 40.48     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 82.45     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 38.02     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 26.24     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 44.97     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 22.49     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 39.99     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 93.63     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 324.90    | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 124.97    | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 53.22     | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 585.85    | Audio/Visual                                           |
| 172841     | Midwest Tape LLC                       | 101-45500-450-42192 | 34.99     | Audio/Visual                                           |
|            | Midwest Tape LLC                       |                     | 1,512.20  |                                                        |
| 0          | Minnesota Child Support Payment Center | 101-00000-000-21716 | 533.82    | PR Batch 00519.09.2021 Child Support                   |
|            | Minnesota Child Support Payment Center |                     | 533.82    |                                                        |
| 172842     | Minnesota Department of Health         | 601-00000-000-20800 | 17,829.00 | Replace Ck #169971-4th Qtr Lead Service Fee            |

| Check Numb | Last Name                                         | Acct 1              | Amount    | Description                                                |
|------------|---------------------------------------------------|---------------------|-----------|------------------------------------------------------------|
|            | Minnesota Department of Health                    |                     | 17,829.00 |                                                            |
| 0          | Minnesota Department of Revenue                   | 101-00000-000-21702 | 18,687.56 | PR Batch 00519.09.2021 State Income Tax                    |
|            | Minnesota Department of Revenue                   |                     | 18,687.56 |                                                            |
| 0          | Minnesota Elevator Inc                            | 101-41940-410-44010 | 187.88    | City Hall Elevator Monthly Maintenance - October           |
| 0          | Minnesota Elevator Inc                            | 898-46310-000-44010 | 199.83    | Monthly Elevator Serve October 2021                        |
|            | Minnesota Elevator Inc                            |                     | 387.71    |                                                            |
| 172843     | Minnesota Rural Water Association                 | 601-49430-000-43140 | 450.00    | Equipment Expo Training                                    |
|            | Minnesota Rural Water Association                 |                     | 450.00    |                                                            |
| 172844     | Minnesota Signal LLC                              | 474-43121-430-45206 | 14,851.50 | (2021-06) Pay Request 1                                    |
|            | Minnesota Signal LLC                              |                     | 14,851.50 |                                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 449.00    | SIU Lab Testing                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 415.40    | SIU Lab Testing                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 191.00    | SIU Lab Testing                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 641.80    | Soil Sample For Biosolids Application                      |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 191.00    | SIU Lab Testing                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 191.00    | SIU Lab Testing                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 191.00    | SIU Lab Testing                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 191.00    | SIU Lab Testing                                            |
| 0          | Minnesota Valley Testing Labs Inc                 | 602-49480-000-43090 | 415.40    | SIU Lab Testing                                            |
|            | Minnesota Valley Testing Labs Inc                 |                     | 2,876.60  |                                                            |
| 172845     | MN BCA Criminal Justice Training & Education Unit | 101-42121-420-43140 | 995.00    | Leadership in Police Organizations / M Long                |
|            | MN BCA Criminal Justice Training & Education Unit |                     | 995.00    |                                                            |
| 172846     | ██████████                                        | 241-46330-461-44375 | 247.00    | 830 SW 9th Avenue Utility Reimbursement October 2021       |
|            | ██████████                                        |                     | 247.00    |                                                            |
| 0          | Motor Parts & Equipment Corp                      | 602-49450-000-42210 | 35.86     | Terminals/Battery Accessories/Heat Shrink Tubing for Stock |
| 0          | Motor Parts & Equipment Corp                      | 101-42123-420-42210 | 3.22      | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp                      | 101-43126-430-42110 | 5.99      | Air Pump Oil                                               |

| Check Numb | Last Name                    | Acct 1              | Amount   | Description                                                |
|------------|------------------------------|---------------------|----------|------------------------------------------------------------|
| 0          | Motor Parts & Equipment Corp | 602-49450-000-42210 | 12.72    | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 101-42123-420-42210 | 12.88    | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 46.07    | Switch / Street #318                                       |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 8.52     | Hydraulic Filter for Stock                                 |
| 0          | Motor Parts & Equipment Corp | 602-49450-000-42210 | 19.31    | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 62.99    | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 602-49450-000-42210 | 81.23    | Fuel Filters/Oil Filters/Air Filters for Stock             |
| 0          | Motor Parts & Equipment Corp | 101-42123-420-42210 | 54.15    | Fuel Filters/Oil Filters/Air Filters for Stock             |
| 0          | Motor Parts & Equipment Corp | 101-45200-450-42210 | 25.76    | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 101-42123-420-42210 | 8.48     | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 601-49430-000-42210 | 12.72    | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 101-43126-430-42410 | 41.00    | Pulley Puller                                              |
| 0          | Motor Parts & Equipment Corp | 101-45200-450-42210 | 4.43     | Oil Filter                                                 |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 93.22    | Pintle Hook / Street #108                                  |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 216.61   | Fuel Filters/Oil Filters/Air Filters for Stock             |
| 0          | Motor Parts & Equipment Corp | 602-49480-000-42210 | 154.49   | Wire and Diode For Truck #2                                |
| 0          | Motor Parts & Equipment Corp | 101-45200-450-42210 | 47.81    | Terminals/Battery Accessories/Heat Shrink Tubing for Stock |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 12.88    | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 51.50    | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 101-45200-450-42210 | 6.43     | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 602-49450-000-42210 | 3.20     | Hydraulic Filter for Stock                                 |
| 0          | Motor Parts & Equipment Corp | 601-49430-000-42210 | 23.62    | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 602-49450-000-42210 | 4.83     | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 5.29     | Connectors / Street #213                                   |
| 0          | Motor Parts & Equipment Corp | 601-49430-000-42210 | 81.23    | Fuel Filters/Oil Filters/Air Filters for Stock             |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 33.92    | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 101-45200-450-42210 | 108.30   | Fuel Filters/Oil Filters/Air Filters for Stock             |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 95.63    | Terminals/Battery Accessories/Heat Shrink Tubing for Stock |
| 0          | Motor Parts & Equipment Corp | 101-42220-420-42210 | 50.68    | Windshield Wipers #2110                                    |
| 0          | Motor Parts & Equipment Corp | 101-42123-420-42210 | 23.91    | Terminals/Battery Accessories/Heat Shrink Tubing for Stock |
| 0          | Motor Parts & Equipment Corp | 601-49430-000-42210 | 4.83     | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 101-45200-450-42210 | 4.25     | Hydraulic Filter for Stock                                 |
| 0          | Motor Parts & Equipment Corp | 101-42123-420-42210 | 15.75    | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 603-49500-000-42210 | 16.95    | Air Filters for Stock                                      |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 15.89    | Sealer / Street #111                                       |
| 0          | Motor Parts & Equipment Corp | 601-49430-000-42210 | 35.86    | Terminals/Battery Accessories/Heat Shrink Tubing for Stock |
| 0          | Motor Parts & Equipment Corp | 101-42123-420-42210 | 2.13     | Hydraulic Filter for Stock                                 |
| 0          | Motor Parts & Equipment Corp | 101-43121-430-42210 | 17.78    | Paint / Street #318                                        |
| 0          | Motor Parts & Equipment Corp | 101-43126-430-42410 | 29.99    | Mini Torch                                                 |
| 0          | Motor Parts & Equipment Corp | 601-49430-000-42210 | 19.31    | Oil Dry for Stock                                          |
| 0          | Motor Parts & Equipment Corp | 602-49480-000-42410 | 185.00   | U Joint Puller                                             |
| 0          | Motor Parts & Equipment Corp | 602-49480-000-42210 | 1,091.21 | Big A Injector Parts                                       |
| 0          | Motor Parts & Equipment Corp | 601-49430-000-42210 | 3.20     | Hydraulic Filter for Stock                                 |

| Check Numb | Last Name                                    | Acct 1              | Amount    | Description                                            |
|------------|----------------------------------------------|---------------------|-----------|--------------------------------------------------------|
| 0          | Motor Parts & Equipment Corp                 | 101-45200-450-42210 | 31.49     | Air Filters for Stock                                  |
| 0          | Motor Parts & Equipment Corp                 | 602-49450-000-42210 | 23.62     | Air Filters for Stock                                  |
| 0          | Motor Parts & Equipment Corp                 | 101-43121-430-42210 | 7.99      | Paint / Street #111                                    |
|            | Motor Parts & Equipment Corp                 |                     | 2,954.13  |                                                        |
| 0          | MTI Distributing Inc                         | 101-45200-450-42210 | 38.82     | Mower Part                                             |
|            | MTI Distributing Inc                         |                     | 38.82     |                                                        |
| 172847     | National Independent Health Club Association | 101-45110-450-44330 | 399.00    | Annual Membership                                      |
|            | National Independent Health Club Association |                     | 399.00    |                                                        |
| 172780     | NCPERS Group Life Insur                      | 101-00000-000-21710 | 208.00    | PR Batch 00519.09.2021 PERA Life Insurance             |
|            | NCPERS Group Life Insur                      |                     | 208.00    |                                                        |
| 172848     | ██████████                                   | 241-46330-461-44375 | 222.00    | 904 B Spring Road Utility Reimbursement October 2021   |
|            | ██████████                                   |                     | 222.00    |                                                        |
| 0          | North Shore Analytical Inc                   | 602-49480-000-43090 | 285.00    | Mercury Lab Testing                                    |
|            | North Shore Analytical Inc                   |                     | 285.00    |                                                        |
| 0          | O'Brien Kevin                                | 101-45110-450-43310 | 129.00    | Conference Meals & Incidentals                         |
|            | O'Brien Kevin                                |                     | 129.00    |                                                        |
| 172849     | O'Fallon Jason                               | 601-00000-000-20200 | 82.54     | Replace Ck #166414-Refund Check 008546-000/20 13 St NW |
|            | O'Fallon Jason                               |                     | 82.54     |                                                        |
| 172850     | Office of the Secretary of State             | 101-43190-430-44330 | 120.00    | Notary Renewal Manz                                    |
|            | Office of the Secretary of State             |                     | 120.00    |                                                        |
| 0          | Orchard Trust Company                        | 101-00000-000-21706 | 1,389.00  | PR Batch 00519.09.2021 Roth Deferred Compensation      |
| 0          | Orchard Trust Company                        | 101-00000-000-21706 | 9,266.88  | PR Batch 00519.09.2021 MN Deferred Comp                |
|            | Orchard Trust Company                        |                     | 10,655.88 |                                                        |

| Check Numb | Last Name                               | Acct 1              | Amount      | Description                                                      |
|------------|-----------------------------------------|---------------------|-------------|------------------------------------------------------------------|
| 172851     | Paradise Center for the Arts            | 101-00000-000-10110 | -250,000.00 | Paradise Payment                                                 |
| 172851     | Paradise Center for the Arts            | 101-41110-410-44383 | 250,000.00  | Paradise Payment                                                 |
| 172851     | Paradise Center for the Arts            | 101-00000-000-10100 | 250,000.00  | Paradise Payment                                                 |
|            | Paradise Center for the Arts            |                     | 250,000.00  |                                                                  |
| 0          | Peanasky Paul                           | 101-45110-450-43310 | 129.00      | Conference Meals & Incidentals                                   |
|            | Peanasky Paul                           |                     | 129.00      |                                                                  |
| 0          | Property Pros                           | 241-46330-461-44010 | 60.00       | 1225 NW 2nd Street Repair Mail Box                               |
| 0          | Property Pros                           | 211-46310-460-44010 | 100.00      | 16 SE 1st Street Mowing September 2021                           |
| 0          | Property Pros                           | 241-46330-461-44010 | 40.00       | 523 Division Street Lite Water Heater                            |
| 0          | Property Pros                           | 241-46330-461-44010 | 550.00      | 49 Units Litter Removal September 2021                           |
| 0          | Property Pros                           | 898-46310-000-44010 | 730.15      | 1324 Prairie Avenue Mowing September 2021                        |
| 0          | Property Pros                           | 241-46330-461-42110 | 26.60       | Faribault Ace Hardware 1225 NW 2nd Street Mail Box & Numbers     |
| 0          | Property Pros                           | 241-46330-461-44010 | 84.00       | 14th Street/13th Street/Lincoln Ave/2nd Street/9th Avenue Trim H |
| 0          | Property Pros                           | 241-46330-461-42110 | 8.58        | Faribault Ace 904 C Spring Road Plasticweld Syringe              |
| 0          | Property Pros                           | 241-46330-461-44010 | 20.00       | 904 C Spring Road Repair Bathtub                                 |
| 0          | Property Pros                           | 241-46330-461-44010 | 3,507.00    | 49 Units Mowing September 2021                                   |
| 0          | Property Pros                           | 280-46310-461-44010 | 70.00       | 1116 2nd Street Mowing September 2021                            |
|            | Property Pros                           |                     | 5,196.33    |                                                                  |
| 0          | Public Employees Retirement Association | 101-00000-000-21705 | 220.73      | PR Batch 00519.09.2021 PERA Defined                              |
| 0          | Public Employees Retirement Association | 101-00000-000-21705 | 16,803.07   | PR Batch 00519.09.2021 PERA Coordinated                          |
| 0          | Public Employees Retirement Association | 101-00000-000-21705 | 27,696.75   | PR Batch 00519.09.2021 PERA Police & Fire                        |
| 0          | Public Employees Retirement Association | 101-00000-000-21705 | 18,464.48   | PR Batch 00519.09.2021 PERA Police & Fire                        |
| 0          | Public Employees Retirement Association | 101-00000-000-21705 | 19,388.19   | PR Batch 00519.09.2021 PERA Coordinated                          |
| 0          | Public Employees Retirement Association | 101-00000-000-21705 | 220.73      | PR Batch 00519.09.2021 PERA Defined                              |
|            | Public Employees Retirement Association |                     | 82,793.95   |                                                                  |
| 172852     | Quality Resource Group, Inc             | 603-49500-000-42030 | 1,493.34    | Utility Billing Envelopes                                        |
| 172852     | Quality Resource Group, Inc             | 601-49430-000-42030 | 1,493.33    | Utility Billing Envelopes                                        |
| 172852     | Quality Resource Group, Inc             | 602-49450-000-42030 | 1,493.33    | Utility Billing Envelopes                                        |
|            | Quality Resource Group, Inc             |                     | 4,480.00    |                                                                  |
| 0          | R C Bliss Inc                           | 101-42123-420-42210 | 87.64       | Engine Bracket / #2                                              |
| 0          | R C Bliss Inc                           | 101-43121-430-42210 | 224.00      | Power Steering Pump / Street #106                                |
| 0          | R C Bliss Inc                           | 101-42123-420-42210 | 37.80       | Ignition Book / #9                                               |
| 0          | R C Bliss Inc                           | 101-43121-430-42210 | -70.00      | Power Steering Pump Core / Street #106                           |

| Check Numb | Last Name                       | Acct 1              | Amount     | Description                               |
|------------|---------------------------------|---------------------|------------|-------------------------------------------|
| 0          | R C Bliss Inc                   | 101-42123-420-42210 | 47.14      | Gasket - Spark Plug / #9                  |
|            | R C Bliss Inc                   |                     | 326.58     |                                           |
| 172853     | RDO Equipment Co                | 101-43121-430-42210 | 108.26     | Front Signal Light / Street #119          |
|            | RDO Equipment Co                |                     | 108.26     |                                           |
| 172854     | Recap Advisors LLC              | 241-46330-461-43090 | 2,346.25   | RAD Feasibility 9/1/2021 to 9/30/2021     |
|            | Recap Advisors LLC              |                     | 2,346.25   |                                           |
| 172855     | Recreation Supply Company       | 101-45122-450-42230 | 422.44     | Lane Line Tensioners                      |
|            | Recreation Supply Company       |                     | 422.44     |                                           |
| 172856     | Redstone Construction LLC       | 469-43121-430-45300 | 151,552.60 | 2021-04 Pay Request 6                     |
|            | Redstone Construction LLC       |                     | 151,552.60 |                                           |
| 172857     | Rice County                     | 873-49499-000-44371 | 5,836.51   | Roberds Lake Sewer Collected - August     |
|            | Rice County                     |                     | 5,836.51   |                                           |
| 172858     | Rick Cashin Construction        | 101-00000-000-22000 | 2,000.00   | Escrow Releases for Rick Cashin           |
|            | Rick Cashin Construction        |                     | 2,000.00   |                                           |
| 172859     | Rockmount Research & Alloys Inc | 101-43126-430-42110 | 573.75     | Welding Rod And Cut Off Wheels            |
|            | Rockmount Research & Alloys Inc |                     | 573.75     |                                           |
| 0          | Ryan Contracting Co.            | 601-49430-000-45300 | 191,154.52 | 2019-12B Pay Request 3                    |
|            | Ryan Contracting Co.            |                     | 191,154.52 |                                           |
| 172860     | Safety-Kleen Systems Inc        | 101-43126-430-42110 | 103.15     | Parts Washer                              |
|            | Safety-Kleen Systems Inc        |                     | 103.15     |                                           |
| 172861     | Schlangen Bryan                 | 101-45200-450-44050 | 6,450.00   | Install Dugout Safety Fences - Bell Field |



| Check Numb | Last Name                            | Acct 1              | Amount     | Description                                         |
|------------|--------------------------------------|---------------------|------------|-----------------------------------------------------|
|            | Schlangen Bryan                      |                     | 6,450.00   |                                                     |
| 172862     | SEMA Equipment Inc                   | 101-43121-430-42210 | 35.73      | Left Rear Turn Signal / Street #211                 |
| 172862     | SEMA Equipment Inc                   | 601-49430-000-42210 | 89.23      | V-Belt For Lawn Mower                               |
|            | SEMA Equipment Inc                   |                     | 124.96     |                                                     |
| 172863     | Sherwin Williams Company #3037       | 101-43170-430-42240 | 36.39      | Yellow Paint For Street Marking                     |
| 172863     | Sherwin Williams Company #3037       | 101-43170-430-42110 | 27.12      | Brushes And Rollers                                 |
|            | Sherwin Williams Company #3037       |                     | 63.51      |                                                     |
| 172864     | SHI International Corp               | 101-41580-410-43095 | 4.72       | Visio Subscription                                  |
|            | SHI International Corp               |                     | 4.72       |                                                     |
| 172865     |                                      | 241-46330-461-44375 | 216.00     | 1532 Western Ave Utility Reimbursement October 2021 |
|            |                                      |                     | 216.00     |                                                     |
| 172867     | Southern Minnesota Inspection Co LLC | 602-49450-000-43090 | 311.10     | Retrieval Equipment Inspection                      |
| 172867     | Southern Minnesota Inspection Co LLC | 601-49430-000-43090 | 311.10     | Retrieval Equipment Inspection                      |
| 172867     | Southern Minnesota Inspection Co LLC | 603-49500-000-43090 | 311.10     | Retrieval Equipment Inspection                      |
|            | Southern Minnesota Inspection Co LLC |                     | 933.30     |                                                     |
| 0          | Southwest Service Cooperative        | 101-42123-420-41310 | 702.74     | Maggie Hunt Insurance                               |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 762.00     | Jerry Marzahn Insurance                             |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 762.00     | Carol Luczak-Dillerud Insurance                     |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 1,601.50   | Kimberly Lang Insurance                             |
| 0          | Southwest Service Cooperative        | 101-42123-420-41310 | 702.74     | John Harmon Insurance                               |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 154.26     | John Harmon Insurance                               |
| 0          | Southwest Service Cooperative        | 101-42123-420-41310 | 701.04     | Dustin Delmonico Insurance                          |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 857.00     | Lisa Petricka Insurance                             |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 154.26     | Maggie Hunt Insurance                               |
| 0          | Southwest Service Cooperative        | 101-00000-000-21707 | 170,414.00 | Health Insurance Premiums                           |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 857.00     | Nancy Adrist Insurance                              |
| 0          | Southwest Service Cooperative        | 101-00000-000-11510 | 60.96      | Dustin Delmonico Insurance                          |
|            | Southwest Service Cooperative        |                     | 177,729.50 |                                                     |
| 172868     | State Industrial Products            | 101-43121-430-42110 | 406.00     | Enhance Plus Car Wash Soap                          |

| Check Numb | Last Name                   | Acct 1              | Amount    | Description                          |
|------------|-----------------------------|---------------------|-----------|--------------------------------------|
| 172868     | State Industrial Products   | 601-49430-000-42110 | 42.25     | Enhance Plus Car Wash Soap           |
| 172868     | State Industrial Products   | 603-49500-000-42110 | 6.02      | Enhance Plus Car Wash Soap           |
| 172868     | State Industrial Products   | 602-49450-000-42110 | 42.25     | Enhance Plus Car Wash Soap           |
|            | State Industrial Products   |                     | 496.52    |                                      |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 7.89      | 1077021-Security Hangar 2            |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 643.08    | 23947-Airport 10                     |
| 172869     | Steele Waseca Coop Electric | 902-00000-000-23935 | 1,955.12  | Monthly Charges - August             |
| 172869     | Steele Waseca Coop Electric | 101-43160-430-43810 | 50.44     | 32089-Highway 21 Lights              |
| 172869     | Steele Waseca Coop Electric | 602-49480-000-43810 | 62.28     | 23271-Sludge Farm                    |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 7.89      | 41926-Airport                        |
| 172869     | Steele Waseca Coop Electric | 602-49450-000-43810 | 73.96     | 1089247-Lift Station-15625 Acorn Trl |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 38.33     | 32094-Airport                        |
| 172869     | Steele Waseca Coop Electric | 101-43160-430-43810 | 83.67     | 27205-Airtech Park                   |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 158.34    | 1018611-Hangar 910K                  |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 28.31     | 1017445-2011 T-Hangar                |
| 172869     | Steele Waseca Coop Electric | 902-00000-000-23935 | -1,955.12 | Monthly Charges-August               |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 50.70     | 20891-Airport New Hangar             |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 36.08     | 41901-Airport                        |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 454.67    | 41875-Airport S Hangars              |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 28.16     | 1018624-Hangar 910J                  |
| 172869     | Steele Waseca Coop Electric | 225-49810-430-43810 | 7.89      | 41927-Airport                        |
| 172869     | Steele Waseca Coop Electric | 602-49450-000-43810 | 223.43    | 30493-Lift Station                   |
|            | Steele Waseca Coop Electric |                     | 1,955.12  |                                      |
| 0          | Strodtman Jill              | 101-45110-450-43310 | 82.00     | Conference Meals & Incidentals       |
|            | Strodtman Jill              |                     | 82.00     |                                      |
| 172870     | Swanson & Youngdale Inc     | 101-45200-450-44050 | 4,995.00  | Painting Bell Field Restrooms        |
|            | Swanson & Youngdale Inc     |                     | 4,995.00  |                                      |
| 172871     | Timm's Trucking Inc         | 401-43121-430-44050 | 3,702.38  | 2021-01 Pay Request 5                |
|            | Timm's Trucking Inc         |                     | 3,702.38  |                                      |
| 172872     | T-Mobile                    | 101-45500-450-43096 | 297.50    | WiFi Hotspots                        |
| 172872     | T-Mobile                    | 101-45500-450-43096 | 293.96    | Wifi Hotspots                        |

| Check Numb | Last Name                       | Acct 1              | Amount   | Description                                                 |
|------------|---------------------------------|---------------------|----------|-------------------------------------------------------------|
|            | T-Mobile                        |                     | 591.46   |                                                             |
| 172873     | Trembley Todd B                 | 101-42123-420-42410 | 976.17   | Police Bike Equipment                                       |
|            | Trembley Todd B                 |                     | 976.17   |                                                             |
| 172874     | Trevis Bernie & Beth            | 873-00000-000-20200 | 113.25   | Replace Ck #170147-Refund Check 023383-000/4242 Chappuis Ct |
|            | Trevis Bernie & Beth            |                     | 113.25   |                                                             |
| 172875     | Truck Center Companies East LLC | 101-42220-420-42210 | 57.96    | Hose/Seal O Ring #2110                                      |
|            | Truck Center Companies East LLC |                     | 57.96    |                                                             |
| 0          | Uline                           | 101-42121-420-42410 | 85.40    | Sharps Container                                            |
|            | Uline                           |                     | 85.40    |                                                             |
| 172876     | US Bank Equipment Finance       | 101-42400-420-44160 | 95.73    | Ricoh Copier Lease                                          |
| 172877     | US Bank Equipment Finance       | 101-42400-420-44160 | 95.73    | Copier Lease                                                |
|            | US Bank Equipment Finance       |                     | 191.46   |                                                             |
| 0          | Utility Consultants Inc         | 602-49480-000-43090 | 916.10   | Lab Testing                                                 |
|            | Utility Consultants Inc         |                     | 916.10   |                                                             |
| 172878     | Utility Logic LLC               | 602-49450-000-42210 | 65.55    | Replacement Lead For Locator                                |
|            | Utility Logic LLC               |                     | 65.55    |                                                             |
| 172879     | Verizon Wireless                | 101-41510-410-43210 | 82.88    | Cell Phone Service - Finance                                |
| 172879     | Verizon Wireless                | 101-45140-450-43210 | 35.07    | Data Community Center Youth Sports                          |
| 172879     | Verizon Wireless                | 902-00000-000-23935 | 1,689.49 | Data Charges 08/29/2021-09/28/2021                          |
| 172879     | Verizon Wireless                | 101-41580-410-43210 | 41.44    | Cell Phone Service - IT                                     |
| 172879     | Verizon Wireless                | 101-45110-450-43210 | 211.75   | Cell Phone Service - Parks & Rec                            |
| 172879     | Verizon Wireless                | 601-49430-000-43210 | 243.68   | Data Air Cards- Water                                       |
| 172879     | Verizon Wireless                | 603-49500-000-43210 | 41.44    | Cell Phone Service - Storm Water Utility                    |
| 172879     | Verizon Wireless                | 101-43121-430-43210 | 35.07    | Data Street Sign Shop Devices                               |
| 172879     | Verizon Wireless                | 101-41580-410-43210 | 40.07    | Data -IT                                                    |
| 172879     | Verizon Wireless                | 101-42220-420-43210 | 90.10    | Cell Phone Service - Fire Suppression                       |
| 172879     | Verizon Wireless                | 101-42121-420-43210 | 331.52   | Cell Phone Service - Investigations                         |

| Check Numb                   | Last Name                    | Acct 1              | Amount    | Description                                                      |
|------------------------------|------------------------------|---------------------|-----------|------------------------------------------------------------------|
| 172879                       | Verizon Wireless             | 902-00000-000-23935 | -2,953.37 | Monthly Phone Bill-Sept                                          |
| 172879                       | Verizon Wireless             | 101-45500-450-43210 | 24.33     | Cell Phone Service - Library                                     |
| 172879                       | Verizon Wireless             | 101-42123-420-43210 | 842.32    | Data Air Cards - MDC                                             |
| 172879                       | Verizon Wireless             | 101-42210-420-43210 | 35.07     | Data Fire Chief                                                  |
| 172879                       | Verizon Wireless             | 101-41940-410-43210 | 82.88     | Cell Phone Service - Building Maintenance                        |
| 172879                       | Verizon Wireless             | 101-42220-420-43210 | 35.07     | Data Fire Captains                                               |
| 172879                       | Verizon Wireless             | 603-49500-000-43210 | 210.42    | Data Air Cards- Storm                                            |
| 172879                       | Verizon Wireless             | 101-42123-420-43210 | 994.56    | Cell Phone Service - Patrol                                      |
| 172879                       | Verizon Wireless             | 101-42700-420-43210 | 207.20    | Cell Phone Service - Special Services                            |
| 172879                       | Verizon Wireless             | 602-49450-000-43210 | 70.14     | Data Air Cards- Sewer                                            |
| 172879                       | Verizon Wireless             | 602-49450-000-43210 | 82.88     | Cell Phone Service - Sewer Collection                            |
| 172879                       | Verizon Wireless             | 101-42110-420-43210 | 165.76    | Cell Phone Service - Police Administration                       |
| 172879                       | Verizon Wireless             | 101-43190-430-43210 | 41.44     | Cell Phone Service - Engineering                                 |
| 172879                       | Verizon Wireless             | 101-42210-420-43210 | 82.88     | Cell Phone Service - Fire Administration                         |
| 172879                       | Verizon Wireless             | 902-00000-000-23935 | -1,689.49 | Data Charges 08/29/2021-09/28/2021                               |
| 172879                       | Verizon Wireless             | 902-00000-000-23935 | 2,953.37  | Cell Phone Service 08/29/2021-09/23/2021                         |
| 172879                       | Verizon Wireless             | 101-42110-420-43210 | 70.14     | Data/Admin Ipad                                                  |
| 172879                       | Verizon Wireless             | 101-42400-420-43210 | 204.34    | Cell Phone Service - Building Codes                              |
| 172879                       | Verizon Wireless             | 602-49480-000-43210 | 72.44     | WWTP Phones                                                      |
| 172879                       | Verizon Wireless             | 101-43110-430-43210 | 36.44     | Cell Phone Service - PW Admin                                    |
| 172879                       | Verizon Wireless             | 601-49430-000-43210 | 165.76    | Cell Phone Service - Water Distribution                          |
| 172879                       | Verizon Wireless             | 240-46210-460-43210 | 65.77     | Cell Phone Service - Community Development                       |
| Verizon Wireless             |                              |                     | 4,642.86  |                                                                  |
| 0                            | Virg's Appliance Service Inc | 898-46310-000-44010 | 85.00     | Wash Machine Repair                                              |
| 0                            | Virg's Appliance Service Inc | 241-46330-461-44010 | 85.00     | 1528 Western Ave Refrigerator Repair                             |
| 0                            | Virg's Appliance Service Inc | 241-46330-461-44010 | 85.00     | 521 Lincoln Ave Range Repair Burners (4) and Receptacle (2) Labo |
| 0                            | Virg's Appliance Service Inc | 241-46330-461-42110 | 269.90    | 521 Lincoln Ave 4 Burners 2 Receptacles 1 Burner Pan Kit         |
| Virg's Appliance Service Inc |                              |                     | 524.90    |                                                                  |
| 172880                       | Wal-Mart                     | 101-45500-450-43130 | 13.93     | Snacks for Programming                                           |
| 172880                       | Wal-Mart                     | 101-45500-450-43130 | 40.45     | Snacks for Dungeons & Dragons Program                            |
| 172880                       | Wal-Mart                     | 101-45500-450-42010 | 16.00     | Plates/5 oz Cups/Clorox Wipes                                    |
| 172880                       | Wal-Mart                     | 101-45500-450-42010 | 14.47     | Tissues/Air Freshener/Napkins/Plates                             |
| 172880                       | Wal-Mart                     | 101-45140-450-42110 | 20.22     | Youth Volleyball Supplies                                        |
| Wal-Mart                     |                              |                     | 105.07    |                                                                  |
| 0                            | Walton's Inc                 | 602-49480-000-42210 | 919.80    | Screening Bags                                                   |

| Check Numb | Last Name                      | Acct 1              | Amount    | Description                             |
|------------|--------------------------------|---------------------|-----------|-----------------------------------------|
|            | Walton's Inc                   |                     | 919.80    |                                         |
| 172881     | Water Conservation Service Inc | 601-49430-000-43090 | 446.50    | Leak Detection 100 Block 9th St NW      |
| 172881     | Water Conservation Service Inc | 601-49430-000-43090 | 4,900.00  | Annual Leak Survey                      |
|            | Water Conservation Service Inc |                     | 5,346.50  |                                         |
| 172882     | Whitewater Chrysler Dodge Jeep | 431-42121-420-45500 | 29,226.19 | Jeep Grand Cherokee / #10               |
|            | Whitewater Chrysler Dodge Jeep |                     | 29,226.19 |                                         |
| 172883     | Witte Brothers, Inc            | 101-42210-420-42230 | 37.00     | Mulch                                   |
|            | Witte Brothers, Inc            |                     | 37.00     |                                         |
| 172884     | Xcel Energy                    | 601-49430-000-43810 | 11,906.21 | 303329691 824 7 St NW Pump Water        |
| 172884     | Xcel Energy                    | 101-42110-420-43810 | 6,562.72  | 303688424 25 4th St NW                  |
| 172884     | Xcel Energy                    | 603-49500-000-43830 | 1.50      | 304051816 1200 Belview Trl              |
| 172884     | Xcel Energy                    | 101-45200-450-43810 | 16.22     | 304017445 900 Lyndale Ave N             |
| 172884     | Xcel Energy                    | 601-49430-000-43810 | 6,053.75  | 303929972 1904 Fairground Dr            |
| 172884     | Xcel Energy                    | 101-43121-430-43830 | 101.47    | 304051816 1200 Belview Trl              |
| 172884     | Xcel Energy                    | 101-45125-450-43820 | 907.27    | 303727721 1830 2 Ave NW Aquatic Center  |
| 172884     | Xcel Energy                    | 101-43121-430-43810 | -819.31   | 304051816 1200 Belview Trl              |
| 172884     | Xcel Energy                    | 437-41940-410-43830 | 30.16     | 303440015 217 Mill Street - Garage      |
| 172884     | Xcel Energy                    | 602-49450-000-43830 | 10.56     | 304051816 1200 Belview Trl              |
| 172884     | Xcel Energy                    | 101-45126-450-43830 | 83.21     | 302971175 117 Shumway Washington Center |
| 172884     | Xcel Energy                    | 101-43160-430-43810 | -15.46    | 303661815 495 Heritage Pl               |
| 172884     | Xcel Energy                    | 902-00000-000-23935 | 64,528.70 | Electricity Bill-September              |
| 172884     | Xcel Energy                    | 101-45200-450-43810 | 23.62     | 304850239 TeePee Tonka Park Tunnel      |
| 172884     | Xcel Energy                    | 101-42500-420-43810 | 7.79      | 164184 930 4th CD Siren                 |
| 172884     | Xcel Energy                    | 101-45200-450-43810 | 22.72     | 303683055 100 Tee Pee Tonka Park        |
| 172884     | Xcel Energy                    | 101-42500-420-43810 | 25.12     | 303930334 Fairgrounds/300 Western       |
| 172884     | Xcel Energy                    | 101-43170-430-43810 | 4.74      | 304131503 2200 30th St NW               |
| 172884     | Xcel Energy                    | 101-41940-410-43810 | 2,542.71  | 303683323 208 1 Ave NW                  |
| 172884     | Xcel Energy                    | 602-49480-000-43810 | 11,871.38 | 304239286 214 14th St NE                |
| 172884     | Xcel Energy                    | 602-49450-000-43830 | 25.00     | 302458578 828 8 Ave NW Park Shop        |
| 172884     | Xcel Energy                    | 602-49450-000-43810 | 17.92     | 303333605 410 Frink Ave Lift Station    |
| 172884     | Xcel Energy                    | 225-49810-430-43830 | 25.00     | 302414965 3401 Hwy 21 W                 |
| 172884     | Xcel Energy                    | 602-49480-000-43810 | 13.72     | 302940983 502 3rd Ave NW                |
| 172884     | Xcel Energy                    | 101-45126-450-43810 | 215.50    | 303373970 117 Shumway Load Profile      |
| 172884     | Xcel Energy                    | 101-45122-450-43810 | 1,854.81  | 302825421 19 Division St W              |
| 172884     | Xcel Energy                    | 101-42500-420-43810 | 0.16      | 304214955 930 4th Ave NW Siren          |

| Check Numb | Last Name   | Acct 1              | Amount   | Description                                               |
|------------|-------------|---------------------|----------|-----------------------------------------------------------|
| 172884     | Xcel Energy | 101-45200-450-43810 | 16.25    | 303683055 100 TP Tonka Security                           |
| 172884     | Xcel Energy | 101-45122-450-43830 | 158.97   | 302342287 Boiler Heat Line 30%                            |
| 172884     | Xcel Energy | 101-43160-430-43810 | -112.47  | 304157632 1602 2nd Ave NW                                 |
| 172884     | Xcel Energy | 101-45125-450-43810 | 3,444.52 | 303727721 1830 2 Ave NW Aquatic Center                    |
| 172884     | Xcel Energy | 101-45500-450-43810 | 17.21    | 302342287 11 Division St E Security                       |
| 172884     | Xcel Energy | 602-49450-000-43810 | 15.06    | 302794134 98 3 Ave NW Viaduct Lift Stati                  |
| 172884     | Xcel Energy | 601-49430-000-43810 | -85.27   | 304051816 1200 Belview Trl                                |
| 172884     | Xcel Energy | 601-49430-000-43830 | 25.00    | 302971552 824 7th St Nw Water Works                       |
| 172884     | Xcel Energy | 101-42500-420-43810 | 3.75     | 178539 2613A Hulett Court                                 |
| 172884     | Xcel Energy | 101-45200-450-43810 | 22.32    | 175957 500 Maple Lawn Cartway                             |
| 172884     | Xcel Energy | 101-42110-420-43830 | 818.55   | 303688424 25 4th St NW                                    |
| 172884     | Xcel Energy | 101-45200-450-43810 | 13.72    | 303920032 540 2nd Ave NW                                  |
| 172884     | Xcel Energy | 101-43170-430-43810 | -89.22   | 303453265 1500 7 St NW Signal Light                       |
| 172884     | Xcel Energy | 101-43160-430-43810 | 5.19     | 304116511 800 Lyndale Ave S                               |
| 172884     | Xcel Energy | 437-41940-410-43810 | 163.17   | 303440015 217 Mill Street - Garage                        |
| 172884     | Xcel Energy | 601-49430-000-43830 | 10.56    | 304051816 1200 Belview Trl                                |
| 172884     | Xcel Energy | 101-43160-430-43810 | 13.72    | 304087990 510 2 Ave NW Carnival                           |
| 172884     | Xcel Energy | 603-49500-000-43810 | -12.12   | 304051816 1200 Belview Trl                                |
| 172884     | Xcel Energy | 101-45122-450-43810 | 29.70    | 154794 16 Central Ave                                     |
| 172884     | Xcel Energy | 602-49450-000-43810 | 20.43    | 302346525 3030 Hwy 60 W Lift Station                      |
| 172884     | Xcel Energy | 101-42500-420-43810 | 3.75     | 154013 1851 220 St E CD Siren                             |
| 172884     | Xcel Energy | 101-45127-450-43810 | 52.01    | 304160080 705 17th St SW                                  |
| 172884     | Xcel Energy | 101-45200-450-43810 | 29.84    | 302165394 415 2nd Ave SW Wapacuta Pk                      |
| 172884     | Xcel Energy | 101-45200-450-43810 | 4.70     | 302321102 1000 7 Ave SW-S Alex Sec                        |
| 172884     | Xcel Energy | 101-45200-450-43810 | -17.64   | 303510224 Central Park Band Stand                         |
| 172884     | Xcel Energy | 601-49430-000-43810 | 6,349.43 | 302969048 350 Alexander Park Well #6                      |
| 172884     | Xcel Energy | 101-45200-450-43810 | 1,017.53 | 302576466 1815 Alexander Dr                               |
| 172884     | Xcel Energy | 602-49450-000-43810 | 36.01    | 303670994 1090 Cannon Circle Lift Station                 |
| 172884     | Xcel Energy | 101-43160-430-43810 | 11.03    | 304116512 1000 Lyndale Ave S                              |
| 172884     | Xcel Energy | 101-43170-430-43810 | -123.45  | 303691980 2219 Grant St Lift Station                      |
| 172884     | Xcel Energy | 101-45200-450-43830 | 25.00    | 304017445 900 Lyndale Ave N                               |
| 172884     | Xcel Energy | 101-45500-450-43830 | 370.94   | 302342287 11 Division St E 70%                            |
| 172884     | Xcel Energy | 101-45122-450-43830 | 286.80   | 303402179 16 Central Ave                                  |
| 172884     | Xcel Energy | 602-49450-000-43810 | -6.13    | 302772185 1150 Willow Lift Station                        |
| 172884     | Xcel Energy | 101-45126-450-43810 | 24.29    | 302492805 117 Shumway-Washington Center                   |
| 172884     | Xcel Energy | 437-41940-410-43810 | 211.65   | 302678011 217 Mill St                                     |
| 172884     | Xcel Energy | 101-42210-420-43810 | 294.76   | 302527702 122 2 St NW-Fire Hall                           |
| 172884     | Xcel Energy | 101-43160-430-43810 | -96.15   | 1990A Lyndale Ave N Solar Energy Credit Greater Than Bill |
| 172884     | Xcel Energy | 241-46330-461-43830 | 3.58     | 914 SW 1st Street Gas Thru 9/07/2021 Final                |
| 172884     | Xcel Energy | 101-43160-430-43810 | -359.70  | 302767481 210 3 St NE St Light HP                         |
| 172884     | Xcel Energy | 101-42500-420-43810 | 3.75     | 167157 1203 Parshall St                                   |
| 172884     | Xcel Energy | 101-43160-430-43810 | -155.69  | 304157645 3305 Highway 60                                 |
| 172884     | Xcel Energy | 101-45200-450-43830 | 25.00    | 302627100 Jefferson Warming House                         |

| Check Numb | Last Name   | Acct 1              | Amount       | Description                                                |
|------------|-------------|---------------------|--------------|------------------------------------------------------------|
| 172884     | Xcel Energy | 101-43170-430-43810 | 63.19        | 303446090 1418 Divsion St W Signal Light                   |
| 172884     | Xcel Energy | 241-46330-461-43810 | 10.79        | 914 SW 1st Street Electric Thru 9/07/2021 Final            |
| 172884     | Xcel Energy | 602-49450-000-43810 | -85.27       | 304051816 1200 Belview Trl                                 |
| 172884     | Xcel Energy | 902-00000-000-23935 | -64,528.70   | Xcel Super Bill - May                                      |
| 172884     | Xcel Energy | 101-45126-450-43810 | 16.06        | 171746 117 Shumway Lighting                                |
| 172884     | Xcel Energy | 602-49480-000-43810 | 7.00         | Non-Recurring Charges/Credit                               |
| 172884     | Xcel Energy | 101-43170-430-43810 | 209.67       | 303396625 27 Division St E Signal Light                    |
| 172884     | Xcel Energy | 101-43160-430-43810 | 13.72        | 303328788 1600 30 St NW                                    |
| 172884     | Xcel Energy | 101-45122-450-43810 | 6,086.29     | 303273787 15 Central Ave Load Profile                      |
| 172884     | Xcel Energy | 101-43170-430-43810 | -75.42       | 302525247 4050 Hwy 60 W                                    |
| 172884     | Xcel Energy | 437-41940-410-43810 | 13.72        | 302880124 217 Mill St - Diesel Plt                         |
| 172884     | Xcel Energy | 602-49450-000-43810 | 48.44        | 302976387 1301 Willow St Lift Station                      |
| 172884     | Xcel Energy | 101-45200-450-43810 | 13.94        | 303239611 Sr High Tennis Courts                            |
| 172884     | Xcel Energy | 602-49450-000-43810 | -0.17        | 303203605 319 Lind St Lift Station                         |
| 172884     | Xcel Energy | 101-41940-410-43830 | 129.14       | 303640982 208 1 Ave NW City Hall                           |
| 172884     | Xcel Energy | 101-45200-450-43810 | -33.77       | 302261595 920 9 Ave SW                                     |
| 172884     | Xcel Energy | 101-43160-430-43810 | -1.03        | 304116510 1904 Grant St NW                                 |
| 172884     | Xcel Energy | 602-49480-000-43830 | 2,082.56     | 302858086 214 14 St NE                                     |
| 172884     | Xcel Energy | 601-49430-000-43810 | 807.96       | 302814303 1217 Parshall Reservoir #2                       |
| 172884     | Xcel Energy | 101-45200-450-43810 | 13.72        | 303659432 618 9 Ave SW Sledding Hill                       |
| 172884     | Xcel Energy | 101-42210-420-43830 | 314.44       | 302350193 122 2 St NW Fire Hall                            |
| 172884     | Xcel Energy | 101-43170-430-43810 | 110.82       | 302531059 103 3 St NE Signal Light                         |
| 172884     | Xcel Energy | 101-45200-450-43810 | -161.78      | 1800 Alexander Dr Solar Energy Credit Was Larger Than Bill |
| 172884     | Xcel Energy | 898-46310-000-43810 | 2,984.11     | 1324 Prairie Avenue Electric 51 Units Thru 9/08/2021       |
| 172884     | Xcel Energy | 602-49450-000-43810 | 18.18        | 302412146 1901 7 St NW Lift Station                        |
| 172884     | Xcel Energy | 101-45500-450-43810 | 708.52       | 302342287 11 Division St E                                 |
| 172884     | Xcel Energy | 101-43170-430-43810 | 7.79         | 156258 117 Shumway CD Siren                                |
| 172884     | Xcel Energy | 101-42500-420-43810 | 7.79         | 146104 920 9 Ave SW CD Siren                               |
|            | Xcel Energy |                     | 67,269.25    |                                                            |
| 172885     | Ziegler Inc | 101-43121-430-42210 | 77.58        | O-Ring For #111                                            |
| 172885     | Ziegler Inc | 602-49450-000-44160 | 6,225.00     | Rental of Temporary Generator Well #7                      |
| 172885     | Ziegler Inc | 101-43121-430-42210 | 352.30       | Seals For #111                                             |
|            | Ziegler Inc |                     | 6,654.88     |                                                            |
|            |             |                     | 1,808,456.21 |                                                            |



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Heather Slechta, Assistant to the City Administrator  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Approve 1-4 Day Temporary Liquor License for Community Cafe

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### **Background:**

The Administration Department received an application for a 1-4 Day Temporary On-Sale Liquor License from the Community Cafe for an event on November 13, 2021. The applicant has paid all fees and provided all required paperwork for the licence. A background check has been completed by the Faribault Police Department and the city attorney's office has reviewed the Certificate of Liability Insurance.

### **Recommendation:**

Approve 1-4 Day Temporary License for Community Cafe

### **Attachments:**

1. Community Café License Application





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

|                                                             |  |                                                                                                                                                                                   |                              |
|-------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Name of organization<br><u>COMMUNITY CAFE</u>               |  | Date organized<br><u></u>                                                                                                                                                         | Tax exempt number<br><u></u> |
| Address<br><u>515 2nd Ave NW</u>                            |  | City<br><u>FARIBAULT</u>                                                                                                                                                          | State<br><u>MIN</u>          |
|                                                             |  | Zip Code<br><u>55021</u>                                                                                                                                                          |                              |
| Name of person making application<br><u>KAREN CHURCHILL</u> |  | Business phone<br><u></u>                                                                                                                                                         | Home phone<br><u></u>        |
| Date(s) of event<br><u>NOV 13 2021</u>                      |  | Type of organization<br><input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit |                              |
| Organization officer's name<br><u>DAVID CAMPBELL</u>        |  | City<br><u>FARIBAULT</u>                                                                                                                                                          | State<br><u>MIN</u>          |
|                                                             |  | Zip Code<br><u>55021</u>                                                                                                                                                          |                              |
| Organization officer's name<br><u>KAREN CHURCHILL</u>       |  | City<br><u>FARIBAULT</u>                                                                                                                                                          | State<br><u>MIN</u>          |
|                                                             |  | Zip Code<br><u>55021</u>                                                                                                                                                          |                              |
| Organization officer's name<br><u>KATHLEEN McFARLANE</u>    |  | City<br><u>FARIBAULT</u>                                                                                                                                                          | State<br><u>MIN</u>          |
|                                                             |  | Zip Code<br><u>55021</u>                                                                                                                                                          |                              |
| Organization officer's name<br><u></u>                      |  | City<br><u></u>                                                                                                                                                                   | State<br><u></u>             |
|                                                             |  | Zip Code<br><u></u>                                                                                                                                                               |                              |

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

515 2nd Ave NW  
FARIBAULT MIN 55021

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

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

**APPROVAL**

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

Fanbault  
City or County approving the license  
\$ 3500  
Fee Amount  
September 29, 2021  
Date Fee Paid

November 13, 2021  
Date Approved  
hdechta@ci.fanbault.mn.us  
Permit Date  
City or County E-mail Address  
507.333.0333  
City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Approve Petition and Waiver Agreement for 427  
7th Street NW

---

### Background:

As part of the 2021 City Street Overlay and Sidewalk Improvements project, Contract 2021-02, the property owner requested the City to widen their driveway approach as part of the City Contract and have the costs of said improvement added to their assessment for the street improvement project. The attached agreement stipulates the terms and conditions of the petition and waiver agreement. It is proposed to simply add these costs to the proposed street assessments for Contract 2021-02.

### Recommendation:

Approve Petition and Waiver Agreement for Property Owner Requested Improvements at 427 7th Street NW

### Attachments:

1. Consent Assessment 427 7th St NW

NAME: JIM & JODI BUSHEYBY: tjqADDRESS: 427 7TH ST NWDATE: 5/11/2021

ACCOUNT: \_\_\_\_\_

| ITEM NO. | DESCRIPTION                       | UNIT | UNIT PRICE | Estimate | TOTAL       |
|----------|-----------------------------------|------|------------|----------|-------------|
| 2104.503 | REMOVE CURB & GUTTER              | LF   | \$ 6.50    | 18       | \$ 117.00   |
| 2531.603 | CURB & GUTTER, B618               | LF   | \$ 30.08   | 18       | \$ 541.44   |
| 2104.518 | REMOVE CONCRETE DRIVEWAY PAVEMENT | SF   | \$ 1.10    | 25       | \$ 27.50    |
| 2531.618 | 6" CONCRETE DRIVEWAY PAVEMENT     | SF   | \$ 8.15    | 270      | \$ 2,200.50 |
| 2105.507 | COMMON EXCAVATION                 | CY   | \$ 16.00   | 10       | \$ 160.00   |

ESTIMATE AMOUNT: \$ 3,046.44

ACTUAL AMOUNT: \$ 3,046.44

ADMINISTRATION/ENGINEERING: % \$ -

ACTUAL TOTAL: \$ 3,046.44

NOTES: Remove and Replace 18 LF B618 Curb and GutterExcavate 10 Cubic Yards of Material for New Concrete DrivewayRemove 25 s.f. of concrete to tie into new drivewayPlace 270 SF of 6" Thick Concrete Driveway 18'X15'



### PETITION AND WAIVER AGREEMENT

This Agreement made this 25<sup>th</sup> day of May, 2021, by and between the City of Faribault, a Minnesota municipal corporation ("City") and James Bushey a single person/husband and wife ("Owner").

### RECITALS

**WHEREAS**, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 427 7th St NW and is legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Owner has requested and the City has agreed to extend 6" concrete driveway on the Property ("Improvements"); and

**WHEREAS**, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements; and

**WHEREAS**, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 15 years; and

**WHEREAS**, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$ 3046.14 against the Property as an assessment; and

**WHEREAS**, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

**WHEREAS**, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

**NOW, THEREFORE**, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: extend 6" concrete driveway

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$ 3046.44. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over 15 years. The Owner understands and agrees that the interest rate to be applied to the assessment will be 2.5 percent per annum.

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$ 3046.44, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other

authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.





**CITY OF FARIBAULT**

By: \_\_\_\_\_  
Kevin F. Voracek

Its: Mayor

By: \_\_\_\_\_  
Timothy C. Murray

Its: City Administrator

STATE OF MINNESOTA    )  
                                          ) ss  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

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

This document was drafted by:

Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402



**EXHIBIT A**

**Legal Description of the Property**

**Parcel ID:** 1831126111

**Address:** 427 7th St NW, Faribault, MN



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Approve Petition and Waiver Agreement for 502 6th Street NW

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### Background:

As part of the 2021 City Street Overlay and Sidewalk Improvements project, Contract 2021-02, the property owner requested the City to widen their driveway approach as part of the City Contract and have the costs of said improvement added to their assessment for the street improvement project. The attached agreement stipulates the terms and conditions of the petition and waiver agreement. It is proposed to simply add these costs to the proposed street assessments for Contract 2021-02.

### Recommendation:

Approve Petition and Waiver Agreement for Property Owner Requested Improvements at 502 6th Street NW

### Attachments:

1. Consent Assessment 502 6th St NW

NAME: RANDY LEMKEBY: tjqADDRESS: 502 6TH ST NWDATE: 5/11/2021

ACCOUNT: \_\_\_\_\_

| ITEM NO. | DESCRIPTION                       | UNIT | UNIT PRICE | Estimate | TOTAL       |
|----------|-----------------------------------|------|------------|----------|-------------|
| 2104.518 | REMOVE CONCRETE DRIVEWAY PAVEMENT | SF   | \$ 1.10    | 28       | \$ 30.80    |
| 2104.503 | REMOVE CURB & GUTTER              | LF   | \$ 6.50    | 20       | \$ 130.00   |
| 2531.603 | CURB & GUTTER, B618               | LF   | \$ 30.08   | 20       | \$ 601.60   |
| 2531.618 | 6" CONCRETE DRIVEWAY PAVEMENT     | SF   | \$ 8.15    | 318      | \$ 2,591.70 |
| 2105.607 | COMMON EXCAVATION                 | CY   | \$ 16.00   | 6        | \$ 96.00    |

ESTIMATE AMOUNT: \$ 3,450.10

ACTUAL AMOUNT: \$ 3,450.10

ADMINISTRATION/ENGINEERING: % \$ -

ACTUAL TOTAL: \$ 3,450.10

NOTES: Remove and Replace 20 LF B618 Curb and GutterExcavate 6 Cubic Yards of Material for New Concrete DrivewayRemove concrete driveway pavement to tie into new drivewayPlace 318 SF of 6" Thick Concrete Driveway 20.5' x 15.5'



### PETITION AND WAIVER AGREEMENT

This Agreement made this 21<sup>st</sup> day of May, 2021, by and between the City of Faribault, a Minnesota municipal corporation ("City") and Randy Lemke a single person/husband and wife ("Owner").

### RECITALS

**WHEREAS**, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 562 6th St NW and is legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Owner has requested and the City has agreed to extend 6" concrete driveway on the Property ("Improvements"); and

**WHEREAS**, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements; and

**WHEREAS**, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 15 years; and

**WHEREAS**, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$ 3450.10 against the Property as an assessment; and

**WHEREAS**, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

**WHEREAS**, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

**NOW, THEREFORE**, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: extend 6" concrete driveway

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$ 3450.10. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over 15 years. The Owner understands and agrees that the interest rate to be applied to the assessment will be 2.5 percent per annum.

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$ 3450.10, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other

authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

**OWNER**

By: Nandy Lemke

Printed Name: RANDY LEMKE

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

Printed Name: \_\_\_\_\_

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF Rice        )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2021, by Randy Lemke, a single person/husband and wife.



Theresa A Manz  
Notary Public

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, a single person/husband and wife.

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

**CITY OF FARIBAULT**

By: \_\_\_\_\_  
Kevin F. Voracek  
Its: Mayor

By: \_\_\_\_\_  
Timothy C. Murray  
Its: City Administrator

STATE OF MINNESOTA    )  
                                      ) ss  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

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

This document was drafted by:

Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402



## EXHIBIT A

### Legal Description of the Property

Parcel ID: 1831126129

Address: 502 6th St NW, Faribault, MN



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Approve Petition and Waiver Agreement for 613  
6th Avenue NW

---

### Background:

As part of the 2021 City Street Overlay and Sidewalk Improvements project, Contract 2021-02, the property owner requested the City to widen their driveway approach as part of the City Contract and have the costs of said improvement added to their assessment for the street improvement project. The attached agreement stipulates the terms and conditions of the petition and waiver agreement. It is proposed to simply add these costs to the proposed street assessments for Contract 2021-02.

### Recommendation:

Approve Petition and Waiver Agreement for Property Owner Requested Improvements at 613 6th Avenue NW

### Attachments:

1. Consent Assessment 613 6th Ave NW

# MCGRAW DRIVEWAY QUOTE

NAME: JAMES MCGRAW

BY: tjq

ADDRESS: 613 6TH AVE NW

DATE: 5/11/2021

ACCOUNT:

| ITEM NO. | DESCRIPTION                   | UNIT | UNIT PRICE | Estimate | TOTAL       |
|----------|-------------------------------|------|------------|----------|-------------|
| 2104.503 | REMOVE CURB & GUTTER          | LF   | \$ 6.50    | 0        | \$ -        |
| 2531.603 | CURB & GUTTER, B618           | LF   | \$ 30.08   | 0        | \$ -        |
| 2531.618 | 6" CONCRETE DRIVEWAY PAVEMENT | SF   | \$ 8.15    | 145      | \$ 1,181.75 |
| 2105.607 | COMMON EXCAVATION             | CY   | \$ 16.00   | 6        | \$ 88.00    |

ESTIMATE AMOUNT: \$ 1,269.75

ACTUAL AMOUNT: \$ 1,269.75

ADMINISTRATION/ENGINEERING: % \$ -

ACTUAL TOTAL: \$ 1,269.75

NOTES: Common Ex. (remove 1 ft of bituminous & black dirt x 145 s.f.)

Place 145 s.f. of 6" thick concrete driveway



### PETITION AND WAIVER AGREEMENT

This Agreement made this 14 day of May, 2021, by and between the City of Faribault, a Minnesota municipal corporation ("City") and JAMES MCGRAH a single person/husband and wife ("Owner").

### RECITALS

**WHEREAS**, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 613 6th Ave NW and is legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Owner has requested and the City has agreed to Remove + Replace Bituminous Driveway w/concrete on the Property ("Improvements"); and

**WHEREAS**, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements; and

**WHEREAS**, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 15 years; and

**WHEREAS**, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$ 1269.75 against the Property as an assessment; and

**WHEREAS**, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

**WHEREAS**, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

**NOW, THEREFORE**, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: remove + replace driveway w/ concrete

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$ 1269.75. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over 15 years. The Owner understands and agrees that the interest rate to be applied to the assessment will be 2.5 percent per annum. (interest rate to be set 2021-02 assessment rolls)

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$ 1269.75, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other

authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

**OWNER**

By: JW CMC

Printed Name: JAMES MCGRAW

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

Printed Name: \_\_\_\_\_

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF Rice    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2021, by James McGraw, a single person/husband and wife.



Theresa A Manz  
Notary Public

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, a single person/husband and wife.

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

**CITY OF FARIBAULT**

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

Kevin F. Voracek

Its: Mayor

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

Timothy C. Murray

Its: City Administrator

STATE OF MINNESOTA    )  
                                          ) ss  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

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

This document was drafted by:

Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402



**EXHIBIT A**

**Legal Description of the Property**

**Parcel ID:** 1831226003

**Address:** 613 6th Ave. NW, Faribault, MN



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Approve Petition and Waiver Agreement for 1602 Rondarwal Lane

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### Background:

As part of the 2021 City Street Overlay and Sidewalk Improvements project, Contract 2021-02, the property owner requested the City to remove an old driveway approach as part of the City Contract and have the costs of said improvement added to their assessment for the street improvement project. The attached agreement stipulates the terms and conditions of the petition and waiver agreement. It is proposed to simply add these costs to the proposed street assessments for Contract 2021-02.

### Recommendation:

Approve Petition and Waiver Agreement for Property Owner Requested Improvements at 1602 Rondarwal Lane

### Attachments:

1. Consent Assessment 1602 Rondarwal Ln

## CHAD CHRISTIANSEN QUOTE

NAME: CHAD CHRISTIANSENBY: tjqADDRESS: 1602 RONDARWAL LNDATE: 5/17/2021

ACCOUNT: \_\_\_\_\_

| ITEM NO. | DESCRIPTION                   | UNIT | UNIT PRICE | Estimate | TOTAL     |
|----------|-------------------------------|------|------------|----------|-----------|
| 2104.503 | REMOVE CURB & GUTTER          | LF   | \$ 6.50    | 20       | \$ 130.00 |
| 2531.603 | CURB & GUTTER, B618           | LF   | \$ 30.08   | 20       | \$ 601.60 |
| 2531.618 | 6" CONCRETE DRIVEWAY PAVEMENT | SF   | \$ 8.15    | 0        | \$ -      |
| 2105.607 | COMMON EXCAVATION             | CY   | \$ 16.00   | 0        | \$ -      |

ESTIMATE AMOUNT: \$ 731.60

ACTUAL AMOUNT: \_\_\_\_\_

ADMINISTRATION/ENGINEERING: % \$ -

ACTUAL TOTAL: \_\_\_\_\_

NOTES: REMOVE 20 L.F. OF CURB & GUTTERINSTALL 20 L.F. OF STANDUP CURB & GUTTER

\_\_\_\_\_

\_\_\_\_\_



Chad

### PETITION AND WAIVER AGREEMENT

This Agreement made this 18<sup>th</sup> day of May, 2021, by and between the City of Faribault, a Minnesota municipal corporation ("City") and Chad Christiansen a single person/husband and wife ("Owner").

### RECITALS

**WHEREAS**, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 1602 Ronderuel LN and is legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Owner has requested and the City has agreed to remove apron & replace w/ curb on the Property ("Improvements"); and

**WHEREAS**, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements; and

**WHEREAS**, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 15 years; and

**WHEREAS**, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$ 731.60 against the Property as an assessment; and

**WHEREAS**, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

**WHEREAS**, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

**NOW, THEREFORE**, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: remove apron + replace w/curb

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$ 731.60. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over 15 years. The Owner understands and agrees that the interest rate to be applied to the assessment will be 2.5 percent per annum.

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$ 731.60, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other

authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER

By: 

Printed Name: Chad Christiansen

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

Printed Name: \_\_\_\_\_

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF Rice        )

The foregoing instrument was acknowledged before me this 18 day of May, 2021, by Chad Christiansen, a single person/husband and wife.



  
Notary Public

STATE OF MINNESOTA    )  
                                          )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, a single person/husband and wife.

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

**CITY OF FARIBAULT**

By: \_\_\_\_\_  
Kevin F. Voracek

Its: Mayor

By: \_\_\_\_\_  
Timothy C. Murray

Its: City Administrator

STATE OF MINNESOTA    )  
                                          ) ss  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

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

This document was drafted by:

Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402



**EXHIBIT A**

**Legal Description of the Property**

**Parcel ID:** 1824427010  
**Address:** 1602 Rondarwal LN



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Dustin Dienst, Fire Chief  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-213 Accept Donation from Camp Faribo

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### **Background:**

Recognizing the Faribault Fire Department's service to the community, Camp Faribo has made a monetary donation to the Fire Department.

### **Recommendation:**

Approve Resolution 2021-213 accepting the donation of \$489.00 from Camp Faribo

### **Attachments:**

1. Resolution 2021-213 Accept Donation from Camp Faribo

**CITY OF FARIBAULT**

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**RESOLUTION #2021-213**

**ACCEPT DONATION FROM CAMP FARIBO**

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

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

**WHEREAS**, Camp Faribo would like to thank the Fire Department for its service to the community by making a donation to the department.

**NOW, THEREFORE BE IT RESOLVED**, that the Faribault City Council authorizes the Faribault Fire Department to accept the donation of \$489.00 from Camp Faribo.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Travis Block, Public Works Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-214 Adopt Wellhead Protection Plan Amendment

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### Background:

The City is required to have a Wellhead Protection Plan (WHPP) per State of Minnesota Wellhead Protection Rules (Minnesota Rules 4720.5100 through 4720.5590). The purpose of the WHPP is to identify potential pollution sources for the City's five (5) municipal drinking water wells. The plan is required to be amended every ten (10) years. The previous WHPP was approved by the Minnesota Department of Health (MDH) in 2010. The City's consultant, Barr Engineering, prepared the most recent plan amendment.

The plan amendment was reviewed at a public hearing that was conducted at the May 25, 2021 Council meeting. The plan was then submitted to the MDH for review on June 16, 2021. After completing the review, the MDH has determined that the plan amendment is consistent with Minnesota's wellhead protection rules and is satisfactory for implementation and adoption. Executive summaries for the two parts of the plan are attached, a complete copy of the WHPP is on file in the Public Works Director's office.

### Recommendation:

Approve Resolution 2021-214

### Attachments:

1. Resolution 2021-214 Adopt Wellhead Protection Plan Amendment
2. Minnesota Department of Health Letter
3. Faribault WHPP Executive Summaries

## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-214**

#### **ADOPT WELLHEAD PROTECTION PLAN AMENDMENT**

**WHEREAS**, the City of Faribault operates a municipal drinking water system and is required to have a Wellhead Protection Plan per State of Minnesota Wellhead Protection Rules (Minnesota Rules 4720.5100 through 4720.5590); and

**WHEREAS**, the City's consultant, Barr Engineering has prepared the most recent amendment for submittal and review to the Minnesota Department of Health. The plan was reviewed in a public hearing in the Council chambers on May 25, 2021 and submitted to the Minnesota Department of Health for review on June 16, 2021; and

**WHEREAS**, the Minnesota Department of Health has reviewed the plan and finds it satisfactory and consistent with Minnesota's wellhead protection rules.

**NOW, THEREFORE BE IT RESOLVED**, that the wellhead protection plan amendment submitted to the Minnesota Department of Health on June 16, 2021 is hereby adopted.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

September 10, 2021



Mr. Mike Glende  
Superintendent of Utilities  
City of Faribault  
1200 Belview Trail  
Faribault, Minnesota 55021

Dear Mr. Glende:

Subject: Final Approval of the Part 2: Wellhead Protection Plan Amendment  
Prepared for City of Faribault

I have reviewed the remaining part of the wellhead protection plan amendment (Part 2) for the city of Faribault, received June 16, 2021, according to the requirements of Minnesota Rules, part 4720.5555, subparts 1 and 2. The following principles were used as a basis for review:

- **Compliance with the rule** - the wellhead protection plan must be in compliance with parts 4720.5100 to 4720.5590.
- **Sound management of water resources** - includes evaluations concerning whether significant up- or down-gradient effects on groundwater may result from management controls specified in the plan. Source management options should be based on sound data and technical analysis, and the interactions between surface water and groundwater are considered. Also, the effects of short- and long-term variations in precipitation must be evaluated for their impacts on source management.
- **Effective health and environmental protection** - includes preventing potential water and related land resource problems which may impact the public wells, identifying anticipated and appropriate improvements in the quality of the environment within the drinking water supply management area, and promoting public health and safety.
- **Efficient management of potential contaminant sources** - includes estimating the cost of implementing the wellhead protection plan. Also, the management approach must identify 1) mechanisms for funding plan implementation, 2) how coordination will be achieved with participating state and local agencies, 3) approaches that were used to identify source management problems and opportunities to correct them, and 4) how water conservation practices will be used to support wellhead protection goals.

The plan provides an adequate assessment of the city's source waters and contains goals, objectives, and action strategies for the potential sources covered by the plan. The city of Faribault is commended for their efforts in amending their plan to protect their drinking water supply from contamination.

Mr. Mike Glende  
Page 2  
September 10, 2021

The purpose of this letter is to notify you that the Minnesota Department of Health finds the plan amendment to be consistent with Minnesota's wellhead protection rules and approves your plan for:

| Well No. | Unique Well No. |
|----------|-----------------|
| 1        | 217737          |
| 3        | 217741          |
| 5        | 217746          |
| 6        | 541549          |
| 7        | 716426          |

Upon receipt of this letter, the city of Faribault has up to 60 days to: 1) begin implementation of your wellhead protection plan amendment (Minnesota Rules, part 4720.5560, subpart 1); and 2) notify all local units of government within the drinking water supply management area of the adoption of your plan amendment (Minnesota Rules, part 4720.5560, subpart 2).

Should you have any questions in the future or would like assistance with the implementation of your amended plan, please contact me at [jennifer.ronnenberg@state.mn.us](mailto:jennifer.ronnenberg@state.mn.us) or (507) 206-2734.

Sincerely,



Jennifer Ronnenberg, Planner  
Source Water Protection Unit  
Environmental Health Division  
18 Woodlake Drive Southeast  
Rochester, Minnesota 55904

JR:TVW

cc: Mr. John Greer, Barr Engineering Co.  
Mr. Scott Hanson, Minnesota Rural Water Association  
Ms. Jessie Kolar, Engineer, Community Public Water Supply Unit, Metro Office

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## Executive Summary

### Part I

**Groundwater Contribution Area** - The groundwater contribution area (GWCA), represents the area that contributes water to the City's wells within a 10-year time period. The GWCA was delineated using groundwater modeling methods. The final limits of the GWCA were then defined using geographically identifiable boundaries (i.e., property parcels and roads). The area that contributes water within a one-year time period is known as the emergency response area, or ERA. The ERA limits were determined using groundwater modeling methods.

**Surface Water Catchment Area** - In cases where aquifer vulnerability within at least a portion of the GWCA is classified as High, a surface water catchment area (SWCA) is also delineated. The SWCA defines the area from which surface runoff will flow to the portion of the GWCA in which aquifer vulnerability is classified as High.

**Drinking Water Supply Management Area** - The Drinking Water Supply Management Area (DWSMA) is the area that fully envelops the GWCA and SWCA. This is the area that the City will manage to protect the drinking water supply. Geographically identifiable boundaries (i.e., quarter-quarter sections) were used to determine the boundaries of the DWSMA. This report describes how a new GWCA, SWCA, and DWSMA, shown on Figures 4, 5, and 6, respectively, were delineated for the City of Faribault.

**Geology and Groundwater Flow** – The city of Faribault has five primary water supply wells. Wells 1, 3, 5, 6, and 7 draw water from a total of three aquifers: Prairie du Chien Group, Jordan Sandstone, and Woneewoc Sandstone. Wells 1, 3, and 5 are open to the Prairie du Chien Group. All five wells are open to the Jordan Sandstone. Well 1 is also open to the Woneewoc Sandstone, although most of the water pumped from Well 1 is sourced from the Prairie du Chien and Jordan aquifers. Regionally, groundwater flow in the Prairie du Chien and Jordan aquifers in the vicinity of Faribault varies from northwest to north to northeast.

**Well Vulnerability** - The vulnerability of each individual well has been assessed based on 1) well construction details, especially conformance with standards required by the State well code, 2) the geologic sensitivity of the aquifer, and 3) past monitoring results. Faribault Wells 1, 3, 5, and 6 are classified as vulnerable to contamination and Well 7 is classified as not vulnerable to contamination.

**DWSMA vulnerability** -The vulnerability of the DWSMA is based on the aquifer vulnerability in the GWCA and the vulnerability of the SWCA. The aquifer vulnerability in the GWCA is based on the geologic sensitivity ratings of wells in or near the GWCA and available water quality data for the municipal water supply wells. Based on this information, the aquifer vulnerability classification within the GWCA ranges from Low to High (Figure 7). High vulnerability suggests that water and any included contaminants may travel from the land surface to the City's uppermost source water aquifer within a time span of days or weeks to a few years. In Moderate vulnerability areas the travel time from the surface to the uppermost source water aquifer would be expected to be a few years to a few decades. The vulnerability of the SWCA is classified as High (Figure 7).



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**Water Quality Concerns** - At present, none of the contaminants for which the Safe Drinking Water Act has established health-based standards is found above maximum allowable levels in the City's water supply.

**Recommendations** - Recommendations have been generated to improve future delineations and vulnerability assessments and should be considered for inclusion as management strategies in the City's wellhead protection plan. These recommended activities include water quality monitoring and upgrading the groundwater model used to delineate the GWCA, details of which can be found in Section 7.0 of this report.

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## Executive Summary

### Part II

The Wellhead and Source Water Protection Plan (the Plan) for the City of Faribault (the City) addresses the five municipal water supply wells currently operated by the City. Faribault's previous Wellhead Protection Plan was approved by the Minnesota Department of Health in 2010. This Plan amendment was prepared in accordance with the applicable portions of the State of Minnesota Wellhead Protection Rules (Minnesota Rules 4720.5100 through 4720.5590) due to the age of the Plan.

The City's municipal water supply system includes five primary water supply wells (Wells 1, 3, 5, 6, and 7). In total, these wells pump from the following three aquifers: Prairie du Chien Group, Jordan Sandstone, and Wonewoc Sandstone. Wells 1, 3, 5, and 6 are classified as vulnerable and Well 7 is classified as not vulnerable based on criteria that include geology at the well, well construction, pumping rate, and water quality.

The Plan amendment consists of two parts. In Part 1 of the Plan amendment, wellhead protection area (WHPA) for the City's water supply wells were delineated as was the associated drinking water supply management area (DWSMA). The WHPA has two parts: 1) the groundwater catchment area (GWCA) which is the composite 10-year groundwater time of travel zone around the City's wells and 2) the surface water contribution area (SWCA) which includes areas from which surface drainage can flow into the areas of High aquifer vulnerability. The DWSMA encompasses the WHPA and is defined using geographically identifiable boundaries (quarter-quarter section lines; see Figure 1).

In Part 1 of this Plan amendment, an assessment of geologic conditions in and around the City's DWSMA and available water quality data for the City's wells was done to determine the vulnerability to contamination of the uppermost source water aquifer. The aquifer vulnerability in approximately 51 percent of the area encompassed by the DWSMA is classified as High. Aquifer vulnerability in approximately 14 percent of the area in the DWSMA is classified as Moderate. The aquifer vulnerability in approximately 35 percent of the area in the DWSMA is classified as Low. In keeping with MDH policy, the vulnerability of 100 percent of the SWCA is classified as High.

This document comprises Part 2 of the Plan amendment and includes the following information:

- A review of data elements identified by the Minnesota Department of Health as applicable to the DWSMA.
- Results of an inventory of potential contaminant sources within the DWSMA.
- A review of changes, issues, problems, and opportunities related to the public water supply and the identified potential contaminant sources.
- A discussion of potential contaminant source management strategies and the goals, objectives, and action plans associated with these management strategies.
- An overview of the City's Wellhead and Source Water Protection evaluation program.
- Identification of the City's alternative water supply contingency strategy specified in the City's Water Supply Plan (incorporated by reference).

---

A potential contaminant source inventory (PCSI) was performed in accordance with Minnesota Department of Health (MDH) requirements. Potential point and non-point sources of contamination that could affect the source water aquifer were identified during the PCSI. Per MDH guidance, the types of potential contaminant sources required to be inventoried varies throughout the DWSMA based on the aquifer vulnerability classification (see Appendix C).

The City's historical water quality monitoring results indicate that some volatile organic compounds were detected in water pumped from the Wells 1, 2, 4, and 5. Wells 2 and 4 are no longer in service. The highest concentrations of trichloroethylene, reported in samples from former Well 4, exceeded the U.S. EPA Maximum Contaminant Level (MCL) and the MDH Health Risk Limit (HRL) for this compound. MCLs and HRLs are regulatory levels specified by the U.S. EPA as part of the Safe Drinking Water Act and health-based guidelines provided by the State of Minnesota, respectively. Results of sampling of the municipal wells completed in 2019 indicate that the volatile organic compounds trichloroethylene, cis-1,2-dichloroethylene, trans-1,2-dichloroethylene were detected at concentrations an order of magnitude or more below the applicable MCLs and HRLs and no other constituents have been reported in recent water samples from the City's wells at concentrations that exceed applicable Federal health-related drinking water standards and no trends toward increasing concentrations have been identified to date. Groundwater pumped from the source water aquifers by the City wells is also currently free of pathogens and disease-causing organisms.

The goals and objectives of this WHPP focus on reducing the potential contaminant pathways to the source water aquifers that may be provided by private wells, educating property owners and water supply users, and working with Rice County, and other LGUs whose jurisdictions overlap the DWSMA, to the extent practicable, to ensure proper management of the DWSMA.

The following goals have been identified for implementation of this WHPP:

- Work to maintain or improve the current level of water quality so that the municipal water supply will continue to meet or exceed all applicable state and federal water quality standards.
- Work with the Rice County and appropriate State agencies to protect the source water aquifers.
- Provide information and promote activities that protect the source water aquifers that provide water to the municipal system. This will include increasing public awareness of the Wellhead and Source Water Protection Program and groundwater-related issues and management of the identified potential contaminant sources within the DWSMA.
- Continue to collect data to support future wellhead and source water protection efforts.

Management actions identified to accomplish these goals include the following:

- Wells
  - Promoting proper management of existing active wells in the DWSMA
  - Encouraging the proper sealing of all unused wells in the DWSMA
  - Identification of new high capacity wells in or near the DWSMA
  - Maintaining current IWMZ potential contaminant source inventories for the City's water supply wells

- 
- Potential contaminant source properties
    - Encouraging proper handling of chemicals/wastes
    - Encouraging proper operation and maintenance of storage tanks
    - Periodically obtaining updated information on potential contaminant sources in the DWSMA from the regulating agencies to maintain an up-to-date potential contaminant source database for the DWSMAs and allow timely recognition of potential issues that could affect the municipal water supply or DWSMA.
  - Public education
    - Distribution of the Annual Water Quality Report for the water supply system,
    - Posting Wellhead Protection Program information on the City's website at [Water | Faribault, MN](#) and using the City's other electronic information distribution methods to share information related to wellhead protection
    - Communicate with Community and Economic Development Department staff to encourage inclusion of wellhead and source water protection in their planning processes
  - Continued data collection
    - Monitoring static and pumping water levels in the City's wells
    - Sampling of the City's wells and the Cannon River for indicator parameters to assess potential connection between water supply wells and surface water and to assess source water aquifer water quality trends.
    - Continued sampling of the City water supply wells per regulatory requirements
    - Collection of additional local geologic and hydrogeologic data as it becomes available from public sources or from the City-sponsored projects.
    - Evaluate whether to go forward with a new groundwater flow model of the Faribault area to facilitate future siting of new wells, assessment of potential changes to the DWSMA from new high capacity well pumping, and for future WHPA delineations.

Implementation of the management actions will be prioritized based on the risk to the municipal water supply wells and the source water aquifers posed by the potential contaminant source properties (including their locations relative to the water supply wells). The priority assigned to potential contaminant sources is summarized in Table 3. An implementation schedule is shown in Table 5.



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Deanna Kuennen, Community & Economic Development Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-215 Authorize Execution of Development Agreement for THOMPSON JAMES GROUP SOUTH DIVISION

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### Background:

On July 13, 2021, the City Council approved a preliminary plat and final plat of THOMPSON JAMES GROUP SOUTH DIVISION. The plat will accommodate the development of 34 luxury apartment units at 924 1st Street NE. The Council conditioned its plat approval on executing a Development Agreement, which the Developer must record before starting construction. The Developer intends to begin construction this fall, if possible.

The City prepared a draft Development Agreement (see attached). However, the Developer must finalize development details before the parties can execute the Agreement. Nevertheless, to help expedite the development, City Staff requests that the City Council authorize City Staff to refine and execute the Agreement as needed.

### Recommendation:

Approve Resolution 2021-215 Authorize Execution of Development Agreement for THOMPSON JAMES GROUP SOUTH DIVISION

### Attachments:

1. Resolution 2021-215 Authorize Execution of Development Agreement for THOMPSON JAMES GROUP SOUTH DIVISION

State of Minnesota  
County of Rice

## **CITY OF FARIBAULT**

---

### **RESOLUTION #2021-215**

#### **AUTHORIZE EXECUTION OF DEVELOPMENT AGREEMENT FOR THOMPSON JAMES GROUP SOUTH DIVISION**

**WHEREAS**, on July 13, 2021, the Faribault City Council approved Resolution 2021-141: Approve Preliminary and Final Plats for THOMPSON JAMES GROUP SOUTH DIVISION legally described in Exhibit A; and :

**WHEREAS**, a condition of approval of Resolution 2021-141 requires that the Owner and the City of Faribault enter into a Development Agreement related to the plat.

**NOW, THEREFORE BE IT RESOLVED**, by the Faribault City Council that the recitals set forth in the preamble to this Resolution are incorporated into this Resolution as if fully set forth herein.

**NOW THEREFORE BE IT FURTHER RESOLVED**, by the Faribault City Council that the Mayor and City Administrator are hereby authorized and directed to execute the Development Agreement and related exhibits attached as Exhibit B to this Resolution.

**NOW THEREFORE BE IT FINALLY RESOLVED**, by the Faribault City Council that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution, including but not limited to, refining the language in the Development Agreement.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

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

Lots 3 and 4, Block 5, in Erblang's Addition, Faribault, Rice County, Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, County of Rice, State of Minnesota described as follows, to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway No. 60, 398.28 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

(Abstract Property)

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**EXHIBIT B  
DEVELOPMENT AGREEMENT**

**THOMPSON JAMES GROUP SOUTH DIVISION  
DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ under the laws of Minnesota (the "Developer") together with the City (the "Parties") or each a ("Party").

**RECITALS**

- A. The Developer is the fee owner of certain real estate located in the city of Faribault, Rice County, Minnesota (the "Property"), legally described in *EXHIBIT A*.
- B. The Developer intends to plat two existing parcels associated with the Property into one platted lot.
- C. The Developer must plat the Property consistent with the preliminary plat and final plat of THOMPSON JAMES GROUP SOUTH DIVISION (the "Plat") approved by the City Council in Resolution 2021-141 on July 13, 2021, (attached as *EXHIBIT B*) (the "Authorizing Resolution"). This Agreement incorporates the Authorizing Resolution as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion (attached as *EXHIBIT C*).
- D. The Developer desires to have certain public improvements constructed to serve the Property (the "Public Improvements" or the "Project").
- E. Unless noted otherwise in this Agreement, the Developer must install the Public Improvements at the Developer's expense and per the City's requirements as outlined in this Agreement.

- F. The City may authorize the construction of the Public Improvements per the Developer's request without public notices or hearings.
- G. Per the assurances and covenants of this Agreement, the Developer must compensate all parties with a valid claim for installing said Public Improvements and ensure that the Public Improvements are free of any liens or claims before acceptance by the City.
- H. If not for this Agreement's assurances and covenants, the City would not authorize the construction of the Public Improvements at this time.
- I. The City's authorization of the Public Improvements is at the Developer's request and benefit.

## **TERMS OF THE AGREEMENT**

In consideration of each Party's promises as outlined in this Agreement, the Parties mutually agree to the following:

### **ARTICLE ONE GENERAL PROVISIONS**

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates the recitals and exhibits in this Agreement as fully set forth herein.

### **ARTICLE TWO REPRESENTATIONS AND WARRANTIES**

- 2.01 City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:
- A. The City is a municipal corporation under the laws of Minnesota.
  - B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.
- 2.02. Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:
- A. The Developer is a Minnesota xxxxxx.

- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Public Improvements. The Developer is not aware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer has not and will not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Developer may

undertake in conjunction with the Public Improvements.

### **ARTICLE THREE**

#### **CONSTRUCTION OF SITE GRADING AND PUBLIC IMPROVEMENTS**

**3.01. Designation of Site Grading and Public Improvements.** The Site Grading and Public Improvements associated with this Plat are as follows:

- A. Site Grading and Public Improvements Plans. The Site Grading and Public Improvements are depicted in the plans listed in *EXHIBIT D* of this Agreement. The plans are on file with the Faribault Engineering Department and are fully incorporated in this Agreement by reference.
- B. Potential Revisions to the Site Grading and Public Improvements Plans. The Parties to this Agreement acknowledge that revisions to the Site Grading and Public Improvements plans may be necessary. The Parties must cooperate regarding any reasonable requests made after the execution of this Agreement to revise or correct any errors in the plans. The Parties must provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the plans. The Developer must file a final copy of the Site Grading and Public Improvements Plans with the City before constructing the Public Improvements, and the City Engineer must approve, in writing, any revisions to the plans.
- C. Other Improvements Not Covered by this Agreement. This Agreement deems all improvements, other than the Site Grading and Public Improvements described in this Agreement, as private improvements not covered by this Agreement. The private improvements must comply with all applicable regulations and must receive all required permitting.

**3.02 Site Grading Requirements.** The Developer must grade the Property at the Developer's sole expense and per the Site Grading and Public Improvement plans referenced in *EXHIBIT D* of this Agreement. The Developer must provide the City with an as-built grading plan for the Property before the City issues building permits for the residential structures in the Plat. The as-built grading plan must identify building

pad elevations, lot corner elevations, grades of the private driveways, surface drainage ways, common greenways, and open spaces. The as-built grading plan must have a maximum of two (2) foot contours and meet the requirements of the City's Code of Ordinance Chapter 28, Article VII Sec 28-230.

**3.03. Public Improvements Requirements.** The Developer must furnish and install the Public Improvements at the Developer's sole expense according to the following terms and conditions:

- A. Street Repairs. The Developer must construct street repairs caused by the Project per City standards and subject to the review and approval of the City Engineer. The street repairs include, but are not limited to, the preparation, correction, and stabilization of the subgrade and the installation of the aggregate base, concrete curb and gutter, and bituminous paving. The Developer must construct the street repairs per the Site Grading and Public Improvements plans referenced in this Agreement.
- B. Utility Improvements. The Developer must construct sanitary sewer, watermain, utility service lines, and storm sewer per the Site Grading and Public Improvements plans referenced in this Agreement and City standards. The utility improvements are subject to the review and approval of the City Engineer.
- C. Storm Water Pollution Prevention Plan (SWPPP). The Developer must provide erosion and sediment control throughout the Site Grading work and the construction of the Public Improvements as follows:
  - A. Provide erosion and sediment control per the Site Grading and Public Improvement plans referenced in *EXHIBIT D* of this Agreement.
  - B. Provide erosion and sediment control per the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement.

- C. To the City Engineer's satisfaction, resolve failed erosion control structures (or the apparent need for additional erosion control measures) within twenty-four (24) hours of notification by the City. This Agreement grants the City the right to enter onto the Property to correct any erosion control failures that the Developer does not correct in the period dictated by the City. The Developer must reimburse the City for all erosion control work performed on its behalf.
- D. Inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion and siltation and restore them to the original condition at the end of construction within this development. Remove all silt fences and other erosion control structures following the establishment of turf.
- E. Groundcover. The Developer must provide groundcover on the property as follows:
  - 1. Sod all disturbed unpaved areas in the public right of ways.
  - 2. Sod drainage swales and emergency overflow swales as required by the City Engineer.
  - 3. Sod or seed all other disturbed areas.
  - 4. Guarantee the survivability of the sodded and seeded areas for one (1) year from the time of installation.
- F. Street Maintenance. Until the Project is complete, the Developer must promptly remove all debris and soil on the public streets produced from the Project. If the Project causes street hazards, the Developer must place warning signs to prevent public travel on the streets and direct attention to detours. If a street becomes impassible, the Developer, in consultation with the City, must barricade and close the street.
- G. Damage Responsibilities. The Developer is financially responsible for repairing all damage done to the streets and public utilities directly related to the development

improvements.

- H. No Street Name Signs and Street Regulatory Signs Required. The Public Improvements outlined in this Agreement do not require street name signs nor street regulatory signs. The Developer is responsible for providing directional signage and related signage (if any) on the Property, per the City's ordinances.
- I. No Public Street Lights Required. The Public Improvements do not require public street lights. The Developer is responsible for providing all exterior lighting on the Property, per the City's ordinances.
- J. Addresses for Residential Units. The Developer must provide addresses for the residential units as per a City-approved addressing plan. The Developer must provide a City-approved sign at the Erblang Avenue entrance to the development that identifies the address range of the residential units accessible from Erblang Avenue.
- K. Property Monumentation. The Developer must complete the following tasks:
  - 1. Furnish and install temporary property monumentation by, or under the direction of, a registered land surveyor before and during the construction of the Public Improvements as needed to ensure proper layout of the development.
  - 2. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.
  - 3. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in *EXHIBIT E* of this Agreement

4. Mark all monuments with a steel or fiberglass post to allow an authorized agent of the City to verify the installation of the property monuments.
- L. Underground Utilities. Per Section 15-380 of Appendix B of the Unified Development Regulations of the City Code of Ordinances, the Developer must place all utilities underground unless the City Engineer determines that overhead utilities are required.
- M. Other Governmental Jurisdictions. The Developer must secure all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions before beginning Site Grading or construction of the Public Improvements and must provide copies of all required permits to the City before beginning any work covered under the respective permit.
- N. Public Improvements Security Requirements. *EXHIBIT F* lists the Developer's cost estimate for the Public Improvements and all other work identified in this Agreement as the Developer's responsibility. Before starting any construction activity, the Developer must provide the City with a cash escrow, certified check, performance bond, or irrevocable letter of credit (collectively known as the "Security"), based on one hundred thirty percent (130%) of the total estimated cost of the Public Improvements and all other required work designated as the responsibility of the Developer. The required Security amount reflects 125% of the estimated construction costs plus 5% for City Engineering/Administration services. **Based on the Developer's cost estimate, the Developer must provide the City with a Security of \$\_\_\_\_\_.** *EXHIBIT G* presents a copy of the Security reviewed by the City Attorney

The Security is for the exclusive use and benefit of the City of Faribault. It must guarantee and assure the Developer's performance of all terms and conditions of this Agreement and the construction of all required improvements per the City's ordinances and specifications. The City may draw on the Security to guarantee the terms and conditions of this Agreement. The Developer must renew or replace the Security



no later than thirty (30) days before its expiration with a like Security.

The Developer may request a reduction of the Security based on prepayment or the value of the completed improvements. If requested, the City will evaluate the completed work without charge to the Developer once per month based on monthly payments to contractors. The Developer is responsible for the estimated costs incurred by the City for performing additional evaluations. The City Engineer will determine the amount of Security reduction allowed.

**3.04. Developer Responsibilities for Engineering Design and Construction Services.** The Developer's responsibilities for engineering design and construction services of the Public Improvements are as follows:

- A. Consulting Engineer. Retain a professional engineer (the "Consulting Engineer"), licensed in Minnesota, to provide complete design and construction document services for the Public Improvements.
- B. Construction Contractor. Contract with a construction contractor or contractors qualified and experienced in municipal utility and roadway construction (subject to the City's approval) to construct the Public Improvements.
- C. Construction Staking. Provide staking services for grading, municipal utilities, lot services, and roadway improvements, including curb elevations and centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.
- D. Construction Inspection and Testing. Comply with the following:
  - 1. Require all contractors performing construction contract work to conduct testing per the governing specifications, including the latest MnDOT Standard Specifications for Construction, CEAM Standard Specifications, and the Project's special provisions. Provide the City with copies of all test results.

2. Ensure that the construction contract work includes access, coordination, and assistance with City personnel for other testing work done by the City.
  3. Ensure competent personnel currently certified by the Minnesota Department of Transportation perform the Developer's inspection and testing services for the Project's construction.
- E. Televising Sanitary Sewers. Televising all sanitary sewers installed as part of the Public Improvements. Provide the City Engineer with a DVD copy of the recording.
- F. As-Built/Record Drawings. As soon as possible after the Project's construction, provide the City Engineer with complete as-built drawings of the Public Improvements, including ties to all service locations. Provide the as-built drawings in the form of reproducible originals and computer drawing files compatible with the City's software. The City will not release the Security without having first received the as-built drawings.
- G. Additional Responsibilities for the Construction of Public Improvements. The Developer must comply with the following:
1. Construct and install the materials and equipment of the Public Improvements per the plans and specifications approved by the City Engineer.
  2. Obtain written approval from the City Engineer for any deviation from the Public Improvements plans.
  3. Before initiating construction of the Public Improvements, hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements.
  4. Perform and complete all labor and work connected with the construction of the Public Improvements in a high-quality manner and strict conformance with the Public Improvements plans.

5. Fully and faithfully comply with all terms and conditions of all contracts entered into by the Developer to install and construct all Public Improvements.
6. Guarantee the quality of work and materials for one (1) year following the City's final acceptance of the Public Improvements.

**3.05. City Responsibilities for Construction Engineering Services.** The City is responsible for general engineering review and oversight of the Project. The City will provide inspection and testing services for the construction of the Public Improvements as follows:

- A. Construction Inspection and Testing. The City will perform the following inspection and testing services:
  1. Review all pipe installation and backfilling operations;
  2. Conduct compaction/density testing;
  3. Witness pressure testing of sewer and water piping;
  4. Witness conductivity and disinfection testing of water piping;
  5. Approve preparation of the roadway and trail subgrade;
  6. Retain copies of all inspection/testing reports, which the City will provide to the Developer upon request;
  7. Collect and retain tickets for all bituminous mixtures delivered and placed on the Property; and
  8. Certify that the Developer installed all improvements per the approved plans and specifications.
- B. Materials Testing. The City will perform the following materials testing:
  1. Gradations for Class 5 aggregate base, concrete aggregate, and bituminous mixture aggregate. The Developer must submit MnDOT certified mix designs for

- concrete and bituminous mixtures before construction;
2. Extraction tests for bituminous mixtures;
  3. Concrete air, slump, and temperature tests; and
  4. Concrete cylinder breaks.

For those testing procedures that require the use of an outside firm (such as bituminous extraction and concrete cylinder breaks), the City will invoice the Developer for the cost of those outside services and the City's general engineering services.

**3.06. The Developer's Financial Responsibilities for the City's Engineering Services.** The Developer must pay five percent (5%) of the total cost of the Public Improvements to the City for the City's engineering services provided as part of the Project. The Developer must make payment within thirty (30) days of being billed by the City for said services.

#### **ARTICLE FOUR ADDITIONAL PROVISIONS**

**4.01. Platting Requirements.** The City Council approved the final Plat of THOMPSON JAMES GROUP SOUTH DIVISION in Resolution No. 2021-141 on July 13, 2021, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, state statutes, the City Attorney's plat opinion attached hereto as *EXHIBIT C*, and this Agreement. Platting requirements include, but are not limited to, the following:

- A. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with **\$100,000.00** coverage. If the Developer does not record the Plat in the year 2021, the City may adjust the policy coverage amount based on the year in which the Developer records the Plat.

The above-referenced title work must identify any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, or related interest. Before recording the Plat, the Developer must provide the City with signed consent from all entities with a legal interest in the Property. The City Council's approval of the Plat contemplated by the Authorizing Resolution and this Agreement is subject to the Developer's compliance with this provision.

The Developer's evidence of title is subject to the City Attorney's approval and the issuance of the City Attorney's plat opinion attached as *EXHIBIT C*. The plat opinion determines which entities must execute the Plat and other documents to record against the Property. If the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer must obtain a Title Insurance Policy consistent with the Commitment and the requirements of the City Attorney. The Title Insurance Policy must have an effective date on which the Plat is recorded. The City may not issue building permits or certificates of occupancy until the Developer provides the City with the required Title Insurance Policy. Further, the Developer must provide the City with sufficient evidence, as determined by the City, that all documents required to be recorded under this Agreement and by the City Attorney are recorded, and all conditions for release of the Plat have been met before the City may process or approve building permits or other permits applicable to the development of the Property.

The City Council's approval of the Plat contemplated by the Authorizing Resolution and this Agreement is subject to the Developer's compliance with this provision.

- B. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is

responsible for all application fees, development, and construction costs associated with such revisions.

- C. Cash in lieu of Parkland Dedication. As per the provisions of Resolution 2021-141 (see *EXHIBIT B*), approved by the City Council on July 13, 2021, the Developer must pay to the City of Faribault \$16,296.00 instead of parkland dedication. The Developer must pay the cash in lieu of parkland dedication to the City before recording the Plat.
- D. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat in a format suitable to the City Engineer.
- E. Deadline to Record Plat. The Developer must record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval. After that, the Plat will automatically be null and void unless the City Council extends the deadline to record the Plat.

**4.02. Access and Use of the Property During Construction.** The City's right to access the Property and the Developer's responsibilities for parking, storage, and staging during construction are as follows:

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Project and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Property. No parking, storage, or staging of construction materials or equipment can occur in the public rights-of-way without the written approval of the City Engineer. The Developer must delineate all construction staging areas with appropriate construction fencing.

**4.03. Payment of City Costs.** In addition to the Security required by this

Agreement and the City's Engineering fees outlined in this Agreement, the Developer shall reimburse the City for its actual costs related to this Project as follows:

- A. Developer's Escrow to Process the Plat and this Agreement. Consistent with the City's adopted fee schedule for 2021, the Developer provided the City with a \$5,000.00 cash escrow on June 7, 2021, to be used to reimburse the City its actual costs regarding the following:
  - 1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and
  - 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, the Public Improvements, and other related undertakings.
- B. Replenishment and Return of the Developer's Escrow. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return to the Developer the amount of established escrow remaining (if any) after the Project's completion.
- C. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- D. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may then assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City

in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012.

- E. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement. It binds the Developer, regardless of the enforceability of other provisions of this Agreement.

**4.04. City Ownership of Public Improvements and Documents.** The Developer expressly acknowledges and agrees to City Ownership of the Public Improvements and documents as follows:

- A. City Ownership of the Public Improvements. The Public Improvements and all easements and other rights in the Property necessary and related to the City's ownership of the Public Improvements shall inure to the City upon the following:
  - 1. The Developer's compliance with this Agreement;
  - 2. The City's acceptance of the Public Improvements; and
  - 3. The approval and recording of the Plat as outlined in the Faribault Code of Ordinances.
- B. City Ownership of Documents. The City will own the Public Improvements' reports, drawings, plans, and specifications, but the Developer or the Consulting Engineer may retain copies.

**4.05. Stormwater Operation and Maintenance Agreement.** The Developer agrees to enter into a Stormwater Operation and Maintenance Agreement with the City in the form presented in **EXHIBIT H** and as follows:

- A. Purpose of the Stormwater Operation and Maintenance Agreement. The purpose of the Stormwater Operation and Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right, but not the obligation, to do so if the Developer fails in its



obligations.

- B. Construction of Stormwater Facilities. The Developer agrees to construct stormwater facilities per the Plat and comply with all City requirements regarding such improvements.
- C. Ownership and Responsibilities of the Stormwater Facilities. The Developer is responsible for maintaining, repairing, or replacing all stormwater facilities serving the Property. The stormwater facilities serving the Plat will remain private, and the Developer will maintain the facilities at its sole expense. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them.
- D. Developer Acknowledgements. The Developer acknowledges the following and agrees to inform purchasers within the Plat of the following:
  - 1. The City will not own the stormwater facilities;
  - 2. The City does not plan to maintain or pay for maintenance, repair, or replacement of the stormwater facilities and that the Developer will have responsibility for such work;
  - 3. The Developer shall review all non-routine maintenance work with the City Engineer before performing the proposed work;
  - 4. The City has the right, but not the obligation, to perform required maintenance work if the Developer fails to do so; and
  - 5. If the City performs work on the stormwater facilities, the City can assess or otherwise recover the cost of the work against the Property within the Plat.

**4.06. Building Permits and Occupancy Permits.** The City issuance of a building permit or an occupancy permit is contingent, in part, on the following:

- A. Building Permit. City approval of the Plat does not include City approval of a building permit. The Developer or another

party applying for a building permit is responsible for paying the required fees associated with a building permit and other deferred fees specified in this Agreement. The City may issue a building permit before the complete installation of utilities and grading. However, the City will not issue a building permit until the following has occurred to the satisfaction of the City:

1. All Parties have signed this Agreement;
2. The Security and financial assurances are in place; and
3. All Public Improvements are designed and under contract for installation.

The City may issue a building permit before the City accepts the plans for the Public Improvements. However, in that case, the Developer assumes all liability and costs resulting in the delays in completing the Public Improvements and damages to the Public Improvements caused by the City, the Developer, its subcontractors, material suppliers, employees, agents, or third parties.

B. Occupancy Permit. Unless otherwise authorized in writing, the City will not issue an occupancy permit until the Developer has constructed the Public Improvements and the City has accepted the Public Improvements. Requirements for issuance of an occupancy permit include, but are not limited to, the following:

1. The Developer has completed the Site Grading, and the City has approved the Site Grading;
2. The City has tested and approved all public utilities, and all public utilities are in service;
3. The Developer has installed all curbing and backfilled at the curbing;
4. The Developer has installed the first lift of

bituminous, and the City has approved the first lift of bituminous; and

5. The Developer has paid in full all building permit fees.

**4.07. Indemnification.** The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement and the Public Improvements. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including attorney fees, consulting engineering services, and other technical, administrative or professional assistance. This Agreement does not constitute a waiver or limitation of immunity or liability entitled to the City under Minnesota Statutes, Chapter 466, or otherwise.

**4.08. Developer's Default.** If the Developer defaults on any work or undertaking required by this Agreement, the City may perform the work as follows:

- A. Reimbursement. The Developer must promptly reimburse the City for any expense incurred by the City.
- B. License for City Action. This Agreement licenses the City to act. The City does not need a court order to enter the Property to perform any work on which the Developer defaults.
- C. Special Assessment. The City may levy special assessments against the lots within the Plat to recover its costs for performing any work on which the Developer defaults. For this purpose, the Developer, for itself and its successors and assigns, expressly waives 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 assessed land. For itself and its successors and assigns, the Developer also waives any appeal rights otherwise available under Minnesota Statutes Section 429.081.

#### **4.09. Miscellaneous Provisions.**

- A. Complete Understandings between the Parties. This Agreement and its exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.
- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.
- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, the Project, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

- F. No Third-Party Recourse. Third parties shall have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer are grounds for denial of building permits, including building permits associated with lots sold to third parties.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. An invalidated provision will not invalidate the Agreement's remaining provisions or related documents.
- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. State or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- J. Amendments or Waivers to this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

The action or inaction of the City does not waive or amend the provisions of this Agreement. Binding amendments or waivers must be in writing and signed by the Parties. The City's failure to promptly take legal action to enforce this Agreement does not provide the Developer with a waiver or release.

- K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the Agreement's rights and remedies, the Parties will have all other rights and remedies provided to them by

applicable law, rule, exception, or other agreement.

- L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which shall constitute the same instrument.
- N. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will affect the use, density, layout of the development or dedications of the Plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements.
- O. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- P. Data Administration. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- Q. Additional Requirements. The Developer must satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer must adequately address all items as may be directed by the City

Attorney, the City Engineer, or others with review and approval authority for the City.

- R. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as **EXHIBIT I.**

**4.10. Notices and Demands.** Each Party must sufficiently give, personally deliver, or deliver by registered or certified mail, postage prepaid, return receipt requested, any notice, demand, or other communication under this Agreement as follows:

- A. As to the Developer:   xxxxxx  
                                          **Attn: xxxx**  
                                          xxxxxx  
                                          xxxxxxx

- B. As to the City:               City of Faribault  
                                          Attn: City Administrator  
                                          208 NW First Avenue  
                                          Faribault, MN 55021-5105

Either Party may designate another address for communications as per the provisions of this Agreement.

***The remainder of this page is left intentionally blank.***

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

**CITY OF FARIBAULT**

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

Kevin F. Voracek  
Mayor

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

Timothy C. Murray  
City Administrator

STATE OF MINNESOTA   )  
                                          ) SS.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

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

Notary Public



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

XXXXXX

\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by **xxxxxx**, the \_\_\_\_\_ of United Asset Development Corporation, a Minnesota business corporation, on behalf of the corporation.

This document drafted by:

Page 109 of 254

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

Lots 3 and 4, Block 5, in Erblang's Addition, Faribault, Rice County,  
Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, County of Rice, State of Minnesota described as follows, to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway No. 60, 398.28 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

(Abstract Property)

*(The remainder of this page is left intentionally blank.)*

## **EXHIBIT B AUTHORIZING RESOLUTION**

*State of Minnesota  
County of Rice*

### **CITY OF FARIBAULT**

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#### **RESOLUTION #2021-141**

##### **APPROVE PRELIMINARY PLAT AND FINAL PLAT OF THOMPSON JAMES GROUP SOUTH DIVISION**

**WHEREAS**, Thompson James Group South Division (the Developer), with the permission of Prime Properties, LLC (the current Property Owner), submitted applications for preliminary plat approval and final plat approval related to the subject property legally described in Exhibit A of this Resolution; and

**WHEREAS**, the proposed preliminary plat and final plat include previously platted property that the Developer proposes to "clean-up" by replatting the two existing parcels associated with the subject property into one platted lot; and

**WHEREAS**, City Staff completed a review of the Developer's request for preliminary plat approval and final plat approval and made a report to the Faribault Planning Commission, a copy of which has been presented to the Faribault City Council; and

**WHEREAS**, the Planning Commission, on July 6, 2021, following proper notice, held a public hearing regarding the subject applications, and following said public hearing recommended that the City Council approve the requested preliminary plat based on the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other**

**applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

Expanded Finding: The preliminary plat combines one platted tax lot (which includes two platted lots) and one unplatted parcel into a single platted lot that is consistent with the C-2, Highway Commercial lot requirements and the pertinent provisions of the City's ordinances.

**2. The proposed subdivision is consistent with the City's Land Use Plan and any other adopted land use studies.**

Expanded Finding: The City's Land Use Plan guides the subject property for commercial/residential mix that can accommodate commercial and/or residential uses. The proposed subdivision will accommodate a residential use in a commercial zoning district, consistent with the City's Land Use Plan.

**3. The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.**

Expanded Finding: The preliminary plat corrects an existing nonconforming condition in which existing development crosses parcel lines. The preliminary plat has one platted lot. The City's Development Review Committee reviewed the preliminary plat and found that it is consistent with good land planning and site engineering design principles.

**4. The spacing and design of proposed curb cuts and intersection locations are consistent with good traffic engineering design and public safety considerations.**

Expanded Finding: The City Engineer has found the proposed curb cut on Erblang Avenue is acceptable. The City Engineer has found that is acceptable to have curb cuts for each unit accessed from Third Street NE and the First Street NE frontage road.

**5. All submission requirements have been satisfied.**

Expanded Finding: The proposed preliminary plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

**WHEREAS**, the Planning Commission, following the public hearing held on July 6, 2021, also recommended that the Faribault City Council approve the requested final plat based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

**1. The final plat substantially conforms to the approved preliminary plat.**

Expanded Finding: The Developer prepared the final plat concurrently with the preliminary plat. The final plat conforms to the preliminary plat.

**2. The plat conforms to all applicable requirements of the Unified Development Ordinance, subject only to approved rule exceptions.**

Expanded Finding: The final plat conforms to all applicable requirements of the City's Unified Development Ordinance.

**3. All submission requirements have been satisfied.**

Expanded Finding: The final plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

**WHEREAS**, at a public meeting on July 13, 2021, the City Council considered the Developer's requests for preliminary plat and final plat approval and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and hereby makes identical findings.

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

**Section 1. Approval of the preliminary plat and the final plat.** The preliminary plat of THOMPSON JAMES GROUP SOUTH DIVISION included in Exhibit B of this Resolution and the final plat of THOMPSON JAMES GROUP SOUTH DIVISION included in Exhibit C of this Resolution are hereby approved, subject to the following conditions:

1. Approval of the preliminary plat and final plat is contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.
2. The Developer and the City must enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer.
3. The Developer must pay to the City of Faribault cash instead of parkland for the unplatted metes and bounds parcel legally described in Exhibit A of this resolution. The amount of cash required is calculated as follows:
  - A. Rice County identifies the 2021 estimated market value of the metes and bounds parcel legally described in Exhibit A of this resolution (not including building or site improvements) as \$232,800.00.
  - B. The Faribault City Council deems the Developer's proposed subdivision to be a residential subdivision for the purpose of determining the required cash payment.
  - C. The City's Unified Development Ordinance allows the City Council to require cash in lieu of parkland in the amount of seven percent of the fair market value of the land to be platted. Therefore, using the Rice County 2021 estimated market value of the metes and bounds parcel, the Developer must pay the City of Faribault cash in lieu of parkland dedication in the amount of \$16,296.00 ( $\$232,800.00 \times 0.07 = \$16,296.00$ ).
4. The Developer and the City must enter into a Stormwater Maintenance Agreement to the satisfaction of the City Attorney and City Engineer.
5. The Developer must address all plat-related comments described in the memo to Dave Wanberg, City Planner from Mark DuChene, City Engineer, dated July 1, 2021, in Exhibit D of this resolution.
6. Before recording the approved final plat with the Rice County Recorder's office, the Developer must pay all applicable fees.

The Developer and the City must also execute the Developer's Platting Agreement.

7. The Developer must record the final plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically, without further action, deem the plat null and void unless the City Council extends the deadline to record the final plat.
8. The Developer must provide the City Engineer with a signed mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.
9. The Developer must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the Developer has successfully recorded the final plat at Rice County.

**Section 2. Findings.** The recitals outlined in this resolution are incorporated into and made a part of this resolution and, where applicable, constitute the findings of the City Council.

**Section 3. Authorization to take additional steps.** City Staff and City Consultants are hereby authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

**Section 4. Authorization to execute documents.** The Mayor and the City Administrator are hereby authorized and directed to take all necessary actions and to execute all appropriate documents to effectuate the approvals contemplated by this resolution.

**Section 5. Effective date.** This resolution shall become effective immediately upon its passage and without publication.

**Date Adopted:** July 13, 2021

**Faribault City Council**



**Kevin F. Voracek, Mayor**

**ATTEST:**



**Timothy C. Murray, City Administrator**



### **Exhibit A: Legal Description**

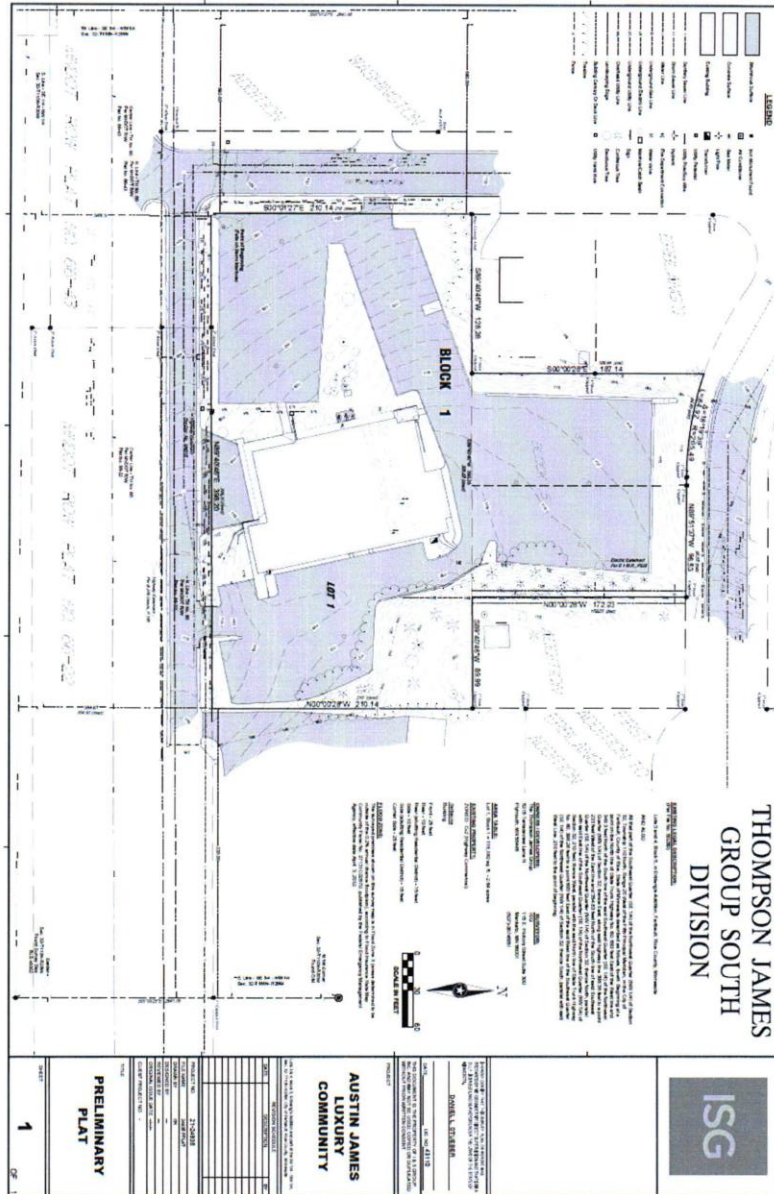
Lots 3 and 4, Block 5, in Erblang's Addition, Faribault, Rice County,  
Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, County of Rice, State of Minnesota described as follows, to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway No. 60, 398.28 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

(Abstract Property)

# Exhibit B: Preliminary Plat



[illegible]

**Exhibit D: Memo to Dave Wanberg, City Planner from Mark DuChene, City Engineer, dated July 1, 2021**



**Engineering Department Memorandum**

**TO:** Dave Wanberg, City Planner

**CC:** Deanna Kuennen, Comm. and Econ. Development Director  
Travis Block, Public Works Director  
Paul Peanasky, Parks and Recreation Director  
Jeanne Day, Finance Director

**FROM:** Mark DuChene, City Engineer

**DATE:** July 1, 2021

**SUBJECT:** Thompson James Group South Division – Preliminary Plat, Final Plat & Conditional Use Permit Review Memo for Planning Commission Meeting July 1, 2021

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**BACKGROUND**

Andrea Rand, ISG, on behalf of, has submitted a preliminary plat, final plat and conditional use permit applications for the Thompson James Group South Division subdivision. The site is located in the NW ¼ of Section 32 Township 110, Range 20W whose parent parcels are Lots 3-5, Block 1 Erblang's Addition and an unplatted metes and bounds parcel. The site is adjacent R-2 low density residential to the north, west and northeast, 1<sup>st</sup> Street NE and Trunk Highway 60 to the south and C-2 highway commercial to the southeast. This is the site of the former Faribault Branch Mayo Clinic.

The proposed subdivision is located on land that is currently zoned C-2 highway commercial. No rezoning is proposed, but a conditional use permit is required to construct a multi-family development within a C-2 zoning district. The proposed improvements include the construction of a new private street, site grading and utility extensions and the construction of of thirty-four (34) multi-family townhomes within six connected structures.

The proposed development will be completed by:

|                    |                                     |
|--------------------|-------------------------------------|
| Owner/Developer:   | Thompson James Group South Division |
| Surveyor/Engineer: | ISG                                 |

The plat contains:

|                  |            |
|------------------|------------|
| Total Plat Area: | 2.64 acres |
| Lots:            | 1          |

## **PLAT**

Developer has submitted a preliminary plat for Thompson James Group South Division and replatting Lots 3-5, Block 1 Erblang's Addition and an unplatted metes and bounds parcel of NW ¼ of Section 32 Township 110, Range 20W.

The preliminary and final plat contains one (1) lot within one (1). The lot is intended for the construction of thirty-four (34) multi-family townhomes within six connected structures. The plat also public drainage and utility easements.

Perimeter drainage and utility easements are shown around each proposed lot consistent with Section 15-290 of the City's Unified Development Ordinance (Appendix B of the City's Code) unless noted otherwise in this report.

The Developer shall agree to provide sufficient permanent property monumentation per the development agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.

## **SITE CONDITIONS**

The existing site contains approximately 2.64 acres of land that was the site of the former Faribault Branch Mayo Clinic and includes an existing building and associated parking lot. The site generally drains from the northeast to the southwest and there is twenty-five (25) feet of grade change. There is also an existing overhead electric line on the eastern side of the property.

## **EASEMENTS**

### Existing Easements

There is an existing five (5) foot electric easement that runs north/south along the northern portion of the east property line.

### Proposed Easements

The plat includes drainage and utility easements being a minimum of 10-ft in width when adjoining street lines and being a minimum of 5-ft in width when adjoining side lot lines and rear lot lines adjacent to existing platted land, unless there are public utilities with the easement area in which case the minimum total easement width shall be 20-ft or as determined by the City Engineer based on utility type and depth contained within the easement. The drainage and utility easement that runs through the center of the parcel in an east/west direction shall be sized so that the proposed water shut off valves are either on the easement line or within the easement area.

## **STREET AND SITE LAYOUT**

There are no proposed public street improvements as part of this plat.

### 1<sup>st</sup> Street NE



The site is north of and adjacent to 1<sup>st</sup> Street NE, a 24-foot wide, undivided urban roadway and is striped as a two-lane section with no parking on either side of the street. 1<sup>st</sup> Street NE is within a 42-foot highway easement that was formerly part of the trunk highway system and subsequently released to the City.

Access driveways for thirteen (13) of the townhomes is proposed directly to 1<sup>st</sup> Street NE. The separation between the driveways should be reviewed and an effort should be shown to have at least six (6) feet between the edges of the driveways to allow for vehicle doors to open and landscaping between driveways. The curb and pavement shall be replaced as approved by the City Engineer.

The City's Trail and Sidewalk Improvement Plan identifies 1<sup>st</sup> Street NE for a future trail extension. At this time, the future trail is proposed to be placed on the south side of 1<sup>st</sup> Street NE within the trunk highway right of way. In case MnDOT does not issue a limited use permit for the future trail on the south side of 1<sup>st</sup> Street NE, the boulevards and driveways on the north side shall be graded to allow for construction of the trail on the north side.

#### 3<sup>rd</sup> Street NE

The site is south of and adjacent to 3<sup>rd</sup> Street NE, as a 36-foot wide, undivided urban roadway and is striped as a two-lane section with no parking restrictions on either side of the street. 3<sup>rd</sup> Street NE is within a 66-foot highway easement. There is no sidewalk on 3<sup>rd</sup> Street NE and none are currently planned.

Access driveways for five (5) of the townhomes is proposed directly to 3<sup>rd</sup> Street NE. The separation between is six (6) feet between the edges of the driveways. The curb and pavement shall be replaced as approved by the City Engineer.

#### Private Drive

A private drive that bisects the property east-west is proposed to serve the remaining sixteen (16) townhomes from Erblang Avenue. The private drive is proposed to be 24-feet wide within a 30-foot wide drainage and utility easement. There will also be seven (7) parallel parking stalls on the north side of the private drive. The private drive shall connect to Erblang Avenue with a commercial driveway entrance per the City's standard detail.

### **UTILITIES**

#### SANITARY SEWER

The development is proposed to be served by public sanitary sewer facilities. A new 8-inch sanitary sewer will be constructed on the north side of 1<sup>st</sup> Street NE and be parallel to the existing 8-inch sanitary sewer in 1<sup>st</sup> Street NE. A new 8-inch sanitary sewer will also be constructed within the private access road and proposed drainage and utility easement to serve the central townhomes and will connect to the existing 10-inch sewer in Erblang Avenue with a new manhole. The townhomes on the north will connect to the existing 8-inch sewer in 3<sup>rd</sup> Street NE.

The existing City-owned downstream facilities have sufficient capacity to serve the development. The Developer is responsible for all costs associated with sanitary sewer

connections, adjustments to existing sanitary sewer structures and tracer wire installation according to City Standards.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

Lots within the proposed subdivision shall be charged the standard sewer access connection charges in conjunction with building permit submittals.

#### WATERMAIN

The development is proposed to be served by public watermain facilities. Eight-inch (8") watermain exist in 1<sup>st</sup> Street NE and 3<sup>rd</sup> Street NE. A new 6-inch watermain will also be constructed within the private access road and proposed drainage and utility easement to serve the central townhomes and will connect to the existing 12-inch watermain in Erblang Avenue. The Developer is responsible for all costs associated with watermain connections including water services, hydrants and valves and tracer wire installation according to City Standards.

Final utility locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans. Final hydrant location and spacing shall be approved by the Fire Chief.

Lots within the proposed subdivision shall be charged the standard water access connection charges in conjunction with building permit submittals.

#### LIGHTING & ELECTRIC UTILITIES

Per Section 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground. The Developer shall be responsible for arranging and coordinating with the respective utility company and paying for any related costs for the movement of any existing overhead utilities within the proposed development (except for the existing overhead electric transmission lines) underground in conjunction with the arranging of utility servicing for the newly created lots with the subdivision and the installation of street lights.

#### STORM SEWER

The development includes the construction of a private storm sewer management system that will connect to the public storm sewer systems. Storm sewer facilities must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans.



Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

#### **CONSTRUCTION ACCESS**

Construction traffic access and egress for grading, utility, and building construction shall be restricted to the fewest number of accesses needed to complete the work. A rock construction exit, perimeter erosion control and other required storm water management best practices must be installed and approved prior to any work commencing.

#### **DRAINAGE, GRADING AND EROSION CONTROL**

The development is located within the Southeast drainage district as identified in the City's 2004 Surface Water Management Plan. Stormwater runoff generated within the site currently is split into two primary drainage areas. The approximately north 1/3<sup>rd</sup> of the site drains overland to the north and into the 3<sup>rd</sup> Street NE roadway and storm sewer. The approximately southern 2/3<sup>rd</sup> of the site drains overland to the southwestern property corner and then to the Erblang Avenue storm sewer. Both of these storm sewers then flow west and discharge to the Straight River.

The proposed site improvements include the development/redevelopment of an estimated 1.94 acres of new impervious surface and will disturb more than 1 acre. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers (MS4) permit must be incorporated into the final plans. Since the site is a redevelopment of an area greater than 1 acre and the existing land is greater than 15% impervious, the site development storm water management plan must meet the City's MS4 permit redevelopment criteria. The submitted plans indicated that runoff from the proposed final plat will be collected via storm sewer and discharged into a storm water management system consisting of a series of underground infiltration chambers and a dry rate detention basin. The storm water basin is proposed to then discharge to existing storm sewer in Erblang Avenue and then flow west and discharge to the Straight River.

Stormwater management facilities shall also be designed and constructed to limit the post development stormwater runoff rate to no more than the predevelopment stormwater runoff rate for the 2, 10 & 100 year 24-hour SCS Type II precipitation events as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Final storm sewer design and storm water management basin sizing shall be subject to the review and approval of the City Engineer.

Permanent storm water management facilities shall be constructed onsite and shall be considered private storm sewer improvements. The developer shall be responsible for long-term operations and maintenance of the storm water management facilities and shall be required to enter into a long-term stormwater maintenance and operations agreement.

A National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit



Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

There are multiple retaining walls shown on the site including walls that exceed 4-ft in height. Retaining walls exceeding 4-ft in height must be designed by a professional engineer and permitted through the building official.

A final grading plan shall be submitted and subject to the review and approval of the City Engineer. A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

#### **WETLANDS**

There are no wetlands shown on the site.

#### **RECOMMENDATION**

Engineering recommends approval of the final plat, subject to the comments within this report and the following:

- Developer shall submit revised engineered drawings and cost estimate for the public street and utility improvements.
- Developer shall revise plat submittal documents according to comments in this report and other comments provided under separate cover prior to the final plat being considered by the City Council.
- Developer shall enter into a development agreement prior to filing the final plat and issuance of any building permits.

## EXHIBIT C CITY ATTORNEY'S PLAT OPINION



470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis MN 55402-1458  
(612) 337-9300 telephone  
(612) 337-9310 fax  
<http://www.kennedy-graven.com>  
Affirmative Action, Equal Opportunity Employer

**NICK P. VALLE**  
Attorney at Law  
Direct Dial: (612) 337-9235  
Email: [nvalle@kennedy-graven.com](mailto:nvalle@kennedy-graven.com)

July 20, 2021

**VIA E-MAIL ONLY**

Peter Waldock, AICP  
Planning Coordinator  
City of Faribault  
208 N.W. First Avenue  
Faribault, MN 55021  
[pwaldock@ci.faribault.mn.us](mailto:pwaldock@ci.faribault.mn.us)

David Wanberg  
City Planner  
City of Faribault  
208 N.W. First Avenue  
Faribault, MN 55021  
[dwanberg@ci.faribault.mn.us](mailto:dwanberg@ci.faribault.mn.us)

**RE: Plat Opinion – THOMPSON JAMES GROUP SOUTH DIVISION**

Gentlemen:

I have reviewed the title commitment from Custom Home Builders Title, LLC as issuing agent for Old Republic National Title Insurance Company with a commitment date of January 15, 2021 (the “**Commitment**”). I have also reviewed a final plat, prepared by ISG which is titled **THOMPSON JAMES GROUP SOUTH DIVISION** (the “**Plat**”).

The Commitment purports to cover the following legal descriptions:

Lots 3 and 4, Block 5, in Erblang's Addition, Faribault, Rice County, Minnesota

AND ALSO

All that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, County of Rice, State of Minnesota described as follows, to-wit: Beginning at a point on the North line of State Trunk Highway No. 60, 693 feet East of the West line and 349.3 feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence East, along said highway line 398.35 feet to a point 233 feet West of the East line and 354.83 feet North of the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North, parallel with said East line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, 210 feet; thence West, parallel with the said North line of State Trunk Highway

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Mr. Peter Waldock  
Mr. David Wanberg  
July 20, 2021  
Page 2

No. 60, 398.28 feet to a point 693 feet East of the said West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence South, parallel with said West Line, 210 feet to the point of beginning.

(the “**Property**”).

Based on my review of the Commitment and the Plat, I have the following comments relative to the proposed Plat:

1. **Plat execution.** The names and signatures of all of the following parties in interest must appear on the Plat:
  - a. Prime Properties, LLC, a Minnesota limited liability company. However, it is assumed that Prime Properties, LLC will be conveying the Property to Thompson James Group, a Minnesota limited liability company prior to the recording of the Plat. *If this is in fact correct, I require a copy of the recorded deed transferring title to the Property to Thompson James Group.*
  - b. *Further, if Thompson James Group elects to utilize a mortgage as part of the contemplated transaction mentioned above, I require review of the mortgage documents and the ability to supplement this Opinion Letter in order to require a partial release or to require the mortgagee to be added as a signatory to the Plat.*
  - c. The Plat must be executed with all the formalities of a deed of title. *I require a certificate of good standing from the Minnesota Secretary of State and evidence that the fee owner is authorized to convey the easements dedicated in the Plat and that the person signing is authorized to execute the Plat on behalf of the company.*
2. **Plat Corrections:**
  - a. According to the Minnesota Secretary of State’s records, the “the” should either be removed or revised to be lower case in the dedication paragraph immediately preceding “Thompson James Group”.
  - b. As noted below, the highway easement dated May 4, 1934, filed May 19, 1934, as Document No. 100309, in Book 101 of Mtgs., Page 252 should be drawn and labeled on the Plat.
3. **Title Commitment Exceptions:**

DOCSOPEN\FA105\423\731240.v1-7/2/21

Mr. Peter Waldock  
Mr. David Wanberg  
July 20, 2021  
Page 3

- a. Easement awarded to State of Minnesota by instrument dated May 4, 1934, filed May 19, 1934, as Document No. 100309, in Book 101 of Mtgs., Page 252, for highway purposes lying within 50 feet on each side of the following described center line:
- Beginning at a point on the Easterly boundary of the Northwest quarter of said section 32, distant 278.4 feet northerly of the southeast corner thereof, thence run southwesterly at an angle of  $89^{\circ} 36'$  with said easterly boundary for a distance of 1000 feet, there terminating.
  - Also grants the right to construct and maintain upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

*This highway easement should be added and referenced to the Plat.*

- b. Easement awarded to State of Minnesota by instrument dated February 23, 1960, filed March 22, 1960, as Document No. 181591, in Book 206 of Deeds, Page 188, for highway purposes lying southerly of a line run parallel with and distant 80 feet northerly of the following described line:
- Beginning at a point on the north and south quarter line of said section 32, distant 278.4 feet north of the center thereof; thence run westerly at an angle of  $89^{\circ} 36'$  with said north and south quarter line (when measured from south to west) for 800 feet and there terminating.
  - Also lying southerly of line run parallel with and distant 75 feet northerly of the following described line: Beginning at a point on the north and south quarter line of said section 32, distant 278.4 feet north of the center thereof; thence run easterly at an angle of  $90^{\circ} 24'$  with said north and south quarter line (when measured from south to east) for 900 feet and there terminating; together with a strip of land 5 feet in width adjoining and northerly of the above described strip: Beginning opposite a point on the above described line, distant 240 feet easterly of its point of beginning (when measured along said line) and extending westerly to the west line of the above described tract; together with all right of access, being the right of ingress to and egress from all that portion of the above described tract, not acquired herein, to Trunk Highway No. 60, except that the abutting owner shall retain the right of access on the westerly 240 feet thereof.
  - Also grants the right to construct and maintain upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

DOCSOPEN\FA105\423\731240.v1-7/2/21

Mr. Peter Waldock  
Mr. David Wanberg  
July 20, 2021  
Page 4

*This highway easement is as drawn and labeled on the Plat. As such, no further action is required.*

- c. Easement granted to Northern States Power Company by instrument dated August 22, 1956, filed October 5, 1956, as Document No. 169121, in Book 1 of M.R. on Page 626, for the right, privilege and easement to construct, operate and maintain a three phase electric transmission line with all towers, structures, poles, crossarms, cables, wires, guys, supports, fixtures and devices, over and across the following described land situated in the County of Rice, State of Minnesota, to-wit: Lot 4 and Lot 5 of Block 5 of Erblang's Addition to the City of Faribault, Minnesota.
- Said easement shall be constructed on the following described centerline: The line defining the Common Limits of Lots 4 and 5, Block 5. Said transmission line shall be confined to 5 feet of either side of the hereinabove described centerline. Grantee shall have the additional right and privilege of placing and maintaining guys and anchorages for said transmission line on said land at distances greater than feet from said center line. Said easement was assigned by Xcel Energy, Inc. to Northern States Power Company by instrument dated February 7, 2001, filed March 7, 2001, as Document No. 474738.

*This easement is a private utility easement in favor of Xcel Energy and is as drawn and labeled on the Plat along a portion of the eastern boundary along the common lot line of Lots 4 and 5, Block 5 of Erblang's Addition. As such, no further action is required.*

- d. Easement rights granted from State of Minnesota to City of Faribault by instrument dated August 26, 1982, filed September 10, 1982, as Document No. 184515, in Book 315 of Deeds, page 495, for highway purposes lying between two lines run parallel with and distant 40 feet and 80 feet northerly of Line 1 described as follows:
- Beginning at a point on the north and south quarter line of said Section 32, distant 278.4 feet north of the center of said section; thence run westerly at an angle of 89 degrees 36 minutes 00 seconds from said north and south quarter line (measured from south to west) for 800 feet and there terminating.
  - Also lying between two lines run parallel with and distant 40 feet and 80 feet northerly of Line 1 described as follows:
  - Beginning at a point on the north and south quarter line of said Section 32, distant 278.4 feet north of the center of said section; thence run easterly at an angle of 90 degrees 24 minutes 00 seconds from said north

DOCSOPEN\FA105\423\731240.v1-7/2/21

Mr. Peter Waldock  
Mr. David Wanberg  
July 20, 2021  
Page 5

and south quarter line (measured from south to east) for 240 feet and there terminating.

- No access shall be permitted to Trunk Highway No. 21 renumbered 60 from the lands herein described and conveyed except as more specifically described in said instrument.

*This easement is as drawn and labeled on the Plat. As such, no further action is required.*

- e. Terms and conditions of the Airport Safety Zoning Ordinance filed July 29, 2013, as Document No. 661455. *This exception contains various height, use and other misc. property restrictions for the airport safety that should be reviewed in the context of granting any and all building permits and other items related to development of the Property. No further action is required prior to recording the Plat.*
  - f. Deed Restrictions as shown on Limited Warranty Deed dated December 20, 2017, filed January 12, 2018, as Document No. 704356. Said instrument restricts the Land from being used for operating a medical clinic, providing patient clinical or surgical care or any ancillary medical patient care services. The restrictions contained herein shall not apply to the Land being used as a resident senior care facility. Such restriction shall continue for 30 years from the date hereof and shall run with and be subject to subsequent owners of the Land. *The deed restriction contained within this exception deals exclusively with restricting the property's ultimate use. No further action required.*
  - g. Subject to 1st St NE as laid out and traveled. *No further action required.*
  - h. Subject to Erblang Ave as laid out and traveled. *No further action required.*
4. **Property taxes and assessments.** All real estate taxes payable in the year the Plat is recorded (including delinquent taxes and any deferred Green Acres taxes) must be paid prior to recording the Plat. Any special assessments against any part of the Property can be reapportioned among the new lots as provided in Minnesota Statutes Section 429.071(3).

PIN 18.32.2.77.017 (Half Paid)  
2021 Base Taxes = \$986.00 (Half Paid)  
2021 Special Assessments = \$0.00 (Half Paid)

PIN 18.32.2.75.005 (Half Paid)

DOCSOPEN\FA105\423\731240.v1-7/2/21

Mr. Peter Waldock  
Mr. David Wanberg  
July 20, 2021  
Page 6

2021 Base Taxes = \$8,308.00 (Half Paid)  
2021 Special Assessments = \$240.00 (Half Paid)

5. **Compliance with Minnesota Statutes Section 505.03.** Minnesota law requires any preliminary plat abutting upon state railway, trunk, or county highways to be submitted to the Commissioner of Transportation or County Engineer, respectively, for review in accordance with Minnesota Statutes Section 505.03, subdivision 2. The Property abuts State Highway No. 60 per MnDot Right of Way Plat No. 66-22. As such, the Plat should be submitted, if it has not been already, to the commissioner of transportation for review and an opportunity to provide written comments. *Upon recording, the City will be required to also submit a certificate or other evidence showing submission of the preliminary plat to the commissioner.*
6. **Outdated Title Commitment.** The Commitment is more than 90 days old. The City requires an updated commitment be submitted along with copies of all additional exception documents recorded against the Property (if any). *If an updated Commitment and any exception documents are provided, I require review of such documents prior to recording of the Plat.*

This letter does not purport to set forth every matter relevant to a determination of whether title to the property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment.

**This opinion is conditioned upon the issuance of a title policy in favor of the City of Faribault, insuring the City's interests as they appear in the plat of THOMPSON JAMES GROUP SOUTH DIVISION.**

Very truly yours,

/s/ Nick P. Valle

Nick P. Valle

NPV:jms

cc: Scott J. Riggs, City Attorney (Via Email Only)  
Terry Robertson (via [terry@calanhomes.com](mailto:terry@calanhomes.com))  
Daniel L. Stueber (via [dan.stueber@isginc.com](mailto:dan.stueber@isginc.com))

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## **EXHIBIT D**

### **SITE GRADING AND PUBLIC IMPROVEMENTS PLANS**

The following Site Grading and Public Improvements plans are incorporated by reference into this Agreement. ISG prepared the plans, and Nathan Hermer, PE, signed and dated the plans, July 30, 2021. The plans are on file with the Faribault Department of Engineering.

|        |                                              |
|--------|----------------------------------------------|
| C0-10: | Site Data                                    |
| C0-20: | Utility Schedules                            |
| C0-30: | Site Details                                 |
| C0-31: | Site Details                                 |
| C0-32: | Site Details                                 |
| C0-33: | Site Details                                 |
| C0-34: | Site Details                                 |
| C0-35: | Stormwater Details                           |
| C0-40: | Phasing and Traffic Control Plan             |
| C0-41: | Traffic Control Notes and Details            |
| C1-10: | Stormwater Pollution Prevention Narrative    |
| C1-20: | Stormwater Pollution Plan Details            |
| C1-21: | Stormwater Pollution Prevention Plan Details |
| C1-30: | Stormwater Pollution Plan                    |
| C2-10: | Existing Site & Removals Plan                |
| C3-10: | Overall Site Plan                            |
| C3-11: | Detailed Site Plan                           |
| C3-20: | Overall Utility Plan                         |
| C3-21: | Hydrant Coverage Map                         |
| C3-30: | Planned Street & Utility Construction        |
| C3-31: | Planned Street & Utility Construction        |
| C3-32: | Planned Utility Construction                 |
| C3-33: | Planned Utility Construction                 |
| C4-10: | Overall Grading Plan                         |
| C4-20: | Detailed Grading Plan (North)                |
| C4-21: | Detailed Grading Plan (Southwest)            |
| C4-22: | Detailed Grading Plan (Southeast)            |
| C4-23: | Detailed Grading Plan                        |
| C5-10: | Site Restoration Plan                        |
| C5-20: | Planting Plan                                |
| C5-21: | Planting Details                             |
| E2-00: | Site Photometric Plan                        |



**EXHIBIT E**  
**CERTIFICATE OF INSTALLED PROPERTY MONUMENTATION**

Th

**EXHIBIT F**  
**DEVELOPER'S COST ESTIMATE FOR THE PUBLIC IMPROVEMENTS**

## **EXHIBIT G SECURITY**

**EXHIBIT H**  
**STORMWATER OPERATION AND MAINTENANCE AGREEMENT**

**EXHIBIT I  
CERTIFICATE OF COMPLETENESS**

The undersigned hereby certifies that \_\_\_\_\_, a Minnesota \_\_\_\_\_ (the "Developer"), has fully complied with its obligations under the Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") with the City of Faribault, which was recorded with the County Recorder of Rice County, Minnesota on \_\_\_\_\_, 20\_\_\_\_ as Document Number \_\_\_\_\_ and the Registrar of Titles for Rice County, Minnesota on \_\_\_\_\_, 20\_\_\_\_ as Document Number \_\_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_\_\_.

CITY OF FARIBAULT

By: \_\_\_\_\_  
Kevin F. Voracek  
Mayor

By: \_\_\_\_\_  
Timothy C. Murray  
City Administrator

STATE OF MINNESOTA    )  
                                      ) SS.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

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



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Delane James, Library and Communications Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-216 Accept Donation of Fine Art to Buckham Memorial Library

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### **Background:**

Local Artist Dana Warmington Hanson and her husband Randy Hanson wish to donate a piece of fine art to Buckham Memorial Library. The painting, Faribault's Founding Fathers, features Alexander Faribault, Chief Taopi and Bishop Henry Whipple and was created by Hanson in 2019. The painting has been hung above the mantel in the Adult Services area.

### **Recommendation:**

Staff recommends adoption of Resolution 2021-216, Accept Donation of Fine Art to Buckham Memorial Library.

### **Attachments:**

1. Resolution 2021-216 Accept Donation of Fine Art to Buckham Memorial Library
2. Faribault's Founding Fathers Painting

## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-216**

#### **ACCEPT DONATION OF FINE ART TO BUCKHAM MEMORIAL LIBRARY**

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

**WHEREAS**, Dana Warmington Hanson and Randy Hanson would like to donate a piece of fine art to be added to the Library's art collection; and

**WHEREAS**, Buckham Memorial Library will display this work of art for the enrichment and enjoyment of the entire community;

**NOW, THEREFORE BE IT RESOLVED**, that the Faribault City Council authorizes Buckham Memorial Library to accept the donation of fine art.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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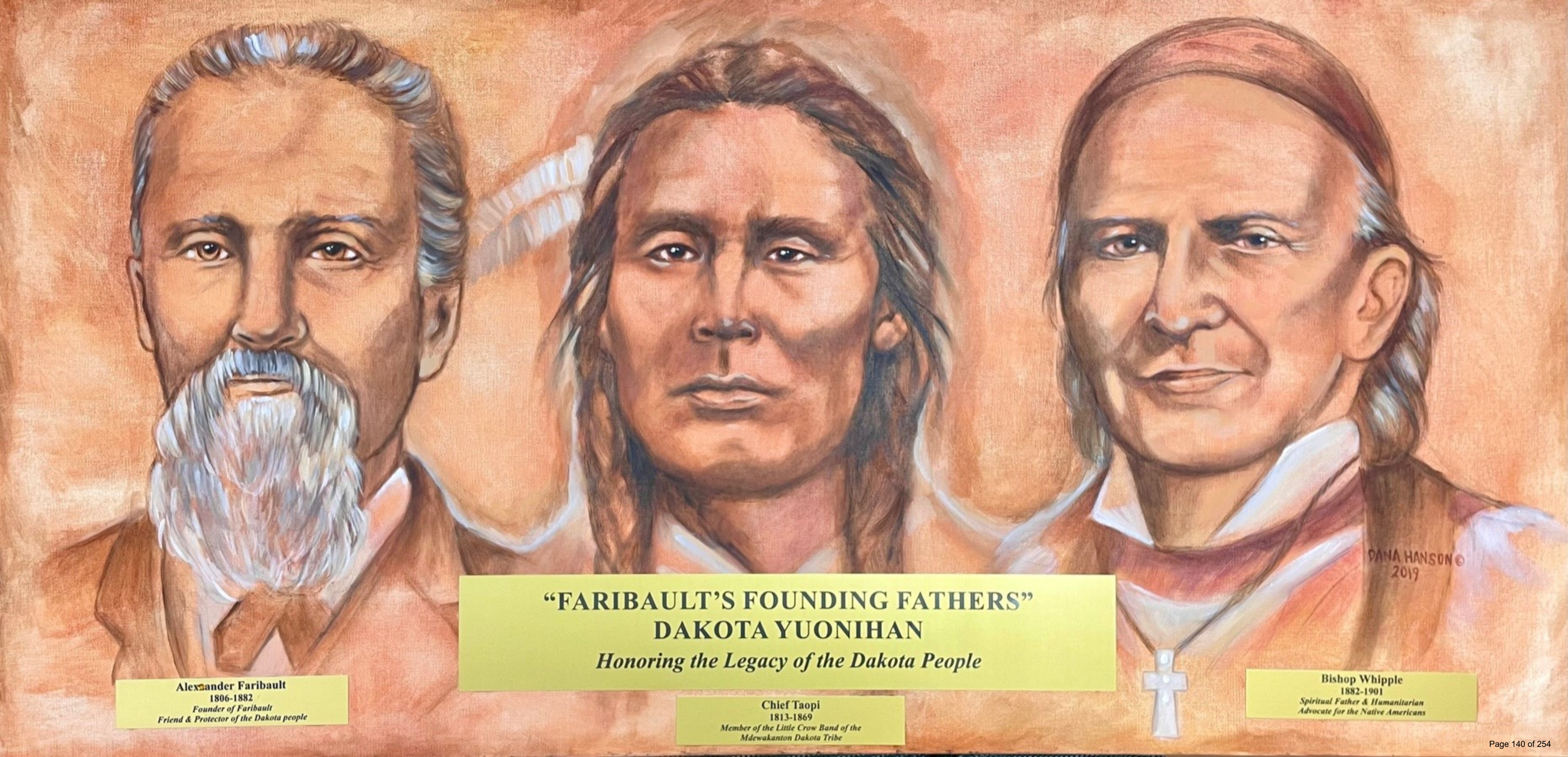
**Kevin F. Voracek, Mayor**

**ATTEST:**

---

**Timothy C. Murray, City Administrator**





**“FARIBAULT’S FOUNDING FATHERS”  
DAKOTA YUONIHAN**

*Honoring the Legacy of the Dakota People*

**Alexander Faribault**  
1806-1882  
*Founder of Faribault  
Friend & Protector of the Dakota people*

**Chief Taopi**  
1813-1869  
*Member of the Little Crow Band of the  
Mdewakanton Dakota Tribe*

**Bishop Whipple**  
1882-1901  
*Spiritual Father & Humanitarian  
Advocate for the Native Americans*





## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Delane James, Library and Communications Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-217 Accept Donation to Buckham Memorial Library for Special Programs

---

### Background:

The Friends of Buckham Memorial Library recognize the important opportunities Buckham Memorial Library offers the community and wishes to support these efforts. Recently, the Friends sponsored the Summer Library Program including performers, supplies and reading incentive books for a total value of \$5,335.37.

### Recommendation:

Staff recommends adoption of Resolution 2021-217, Accept Donation to Buckham Memorial Library for Special Programs.

### Attachments:

1. Resolution 2021-217 Accept Donation to Buckham Memorial Library for Special Programs

**CITY OF FARIBAULT**

---

**RESOLUTION #2021-217**

**ACCEPT DONATION TO BUCKHAM MEMORIAL LIBRARY FOR SPECIAL PROGRAMS**

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

**WHEREAS,** The Friends of Buckham Memorial Library would like to donate support for special programs; and

**WHEREAS,** Buckham Memorial Library will use this support to supplement programming;

**NOW, THEREFORE BE IT RESOLVED,** that the Faribault City Council authorizes Buckham Memorial Library to accept the donation of support for special programs.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

---

**Timothy C. Murray, City Administrator**



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Delane James, Library and Communications Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-218 Accept Donation from the Estate of Robert L. Crandall

---

### Background:

The proceeds from the Estate of Robert L. Crandall, with a current estimated value of \$2.5 million to \$2.7 million, will be distributed to the City of Faribault for the benefit of Buckham Memorial Library. The use of these gift funds is undesignated.

The City Council, the Library Advisory Board, and staff will work together to ensure that these gift funds are used to make a positive and lasting impact for the citizens of Faribault.

### Recommendation:

Staff recommends adoption of Resolution 2021-218, Accept Donation from the Estate of Robert L. Crandall.

### Attachments:

1. Resolution 2021-218 Accept Donation from the Estate of Robert L. Crandall
2. Excerpt from the Will of Robert L. Crandall-Redacted

## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-218**

#### **ACCEPT DONATION FROM THE ESTATE OF ROBERT L. CRANDALL**

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

**WHEREAS**, the proceeds from the Estate of Robert L. Crandall, with a current estimated value of \$2.5 million to \$2.7 million, will be distributed to the City of Faribault for the benefit of Buckham Memorial Library and the use of those funds are undesignated; and

**WHEREAS**, the Faribault City Council, the Library Advisory Board, and staff will work together to ensure that these gift funds are used to make a positive and lasting impact for the citizens of Faribault;

**NOW, THEREFORE BE IT RESOLVED**, that the Faribault City Council authorizes Buckham Memorial Library to accept the donation from the Estate of Robert L. Crandall.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

---

**Timothy C. Murray, City Administrator**

COPY

LAST WILL  
OF  
ROBERT L. GRANDALL

I, ROBERT L. GRANDALL, of the City of Faribault, Rice County, Minnesota, revoke any prior Wills and Codicils, and make this my Will.

ARTICLE II

All the residue of my estate, consisting of all property I can dispose of by Will and not disposed of by the preceding Article hereof, I give and devise to the CITY OF FARIBAULT, STATE OF MINNESOTA, to be used exclusively for public library purposes, as the City Council of said City may determine.

Robert L. Grandall



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Jeanne Day, Finance Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-219 Providing for the Issuance and Sale of General Obligation Refunding Bonds, Series 2021B, in the Proposed Aggregate Principal Amount of \$6,450,000

---

### Background:

At the September 21, 2021, City Council Work Session, there was a discussion on the issuance of GO Refunding Bonds for the 2012A and 2014A Bonds. It was the consensus of the Council to proceed with the sale of the bonds.

Attached you will find the Finance Plan for the issuance of \$6,450,000 General Obligation Bonds which includes an Executive Summary with additional information on the proposed finance plan and issuing process. The Bonds have been sized based on the callable amounts of the 2012A and 2014A Bonds.

Northland will receive bids to purchase the Bonds on Tuesday, October 26, 2021 at 10:30 AM. Northland Securities, Inc. is a registered municipal advisor and will be providing related services for the sale of these bonds. Kennedy & Graven, Chartered will be the Bond Counsel, and US Bank, NA will be the Paying Agent for this issuance.

### Recommendation:

Staff is recommending authorization of Resolution 2021-219 Providing for the Issuance and Sale of GO Refunding Bonds Series 2021B.

### Attachments:

1. Resolution 2021-219 Providing for the Issuance & Sale of GO Refunding Bonds Series 2021B
2. Finance Plan for the Issuance of GO Refunding Bonds Series 2021B

## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-219**

#### **PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$6,450,000**

**WHEREAS**, on December 13, 2012, the City of Faribault, Minnesota (the "City") issued its General Obligation Crossover Refunding Bonds, Series 2012A (the "Series 2012A Bonds"), dated as of December 1, 2012, in the original aggregate principal amount of \$9,910,000, which are currently outstanding in the principal amount of \$6,025,000, of which \$5,215,000 in principal amount is subject to optional redemption on or after February 1, 2022; and

**WHEREAS**, the Series 2012A Bonds were issued pursuant to Minnesota Statutes, Chapter 475, as amended, including Sections 475.58, subdivision 1(5) and 475.67, subdivisions 3 and 13, and Section 7.10 of the City Charter, and the proceeds of the Series 2012A Bonds were used to refinance the construction of a public works facility and the renovation of a police and public works facility; and

**WHEREAS**, on November 6, 2014, the City issued its General Obligation Bonds, Series 2014A (the "Series 2014A Bonds"), dated as of November 1, 2014 in the original aggregate principal amount of \$2,295,000, which are currently outstanding in the principal amount of \$1,300,000, of which \$1,130,000 in principal amount is subject to redemption on or after December 15, 2021; and

**WHEREAS**, the Series 2014A Bonds were issued pursuant to Minnesota Statutes, Chapters 429 and 475, as amended, and Sections 410.32 and 412.301, as amended, and the proceeds of the Series 2014A Bonds were used to finance the construction of certain assessable public improvements in the City and the acquisition of certain items of capital equipment; and

**WHEREAS**, the City is authorized by Minnesota Statutes, Section 475.67, subdivision 3, to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the City Council to be necessary or desirable for the reduction of debt

service costs to the City or for the extension or adjustment of maturities in relation to the resources available for their payment.

***NOW, THEREFORE BE IT RESOLVED,*** that it is necessary and desirable for the reduction of debt service costs to the City that the City issue its General Obligation Refunding Bonds, Series 2021B (the "Bonds"), in the proposed aggregate principal amount of \$6,450,000, pursuant to Minnesota Statutes, Chapters 429 and 475, as amended, including Sections 475.58, subdivision 1(5), and 475.67, subdivision 3, and Minnesota Statutes, Sections 410.32 and 412.301, as amended (collectively, the "Act"), to redeem and prepay the outstanding Series 2012A Bonds on or about February 1, 2022 and to redeem and prepay the outstanding Series 2014A Bonds on or about December 15, 2021.

***ALSO, BE IT RESOLVED,*** that the City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

***ALSO, BE IT RESOLVED,*** that to redeem and prepay the Refunded Bonds, the City will therefore issue and sell the Bonds in the proposed aggregate principal amount of \$6,450,000, which amount is subject to adjustment in accordance with the official Notice of Sale (the "Notice of Sale"). The Bonds will be issued, sold and delivered in accordance with the Notice of Sale attached hereto as EXHIBIT A.

***ALSO, BE IT RESOLVED,*** that Northland Securities, Inc. (the "Municipal Advisor") is authorized and directed to advertise the Bonds for sale in accordance with the Notice of Sale. The City Council will meet at 6:00 p.m. on Tuesday, October 26, 2021, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

***ALSO, BE IT RESOLVED,*** that the law firm of Kennedy & Graven, Chartered, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

***ALSO, BE IT RESOLVED,*** that in the resolution awarding the sale of the Bonds, the City Council will set forth the covenants and undertakings required by the Act.



***ALSO, BE IT RESOLVED,*** that in connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to deliver it on behalf of the City upon its completion.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

**EXHIBIT A**  
**NOTICE OF SALE**

## **NOTICE OF SALE**

\$6,450,000\*

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B

CITY OF FARIBAULT, MINNESOTA  
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

### **TIME AND PLACE:**

Proposals (also referred to herein as “bids”) will be opened by the City’s Administrator, or designee, on Tuesday, October 26, 2021, at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the City’s “Municipal Advisor”), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Tuesday, October 26, 2021 at 6:00 P.M., CT.

### **SUBMISSION OF PROPOSALS**

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) emailed to [PublicSale@northlandsecurities.com](mailto:PublicSale@northlandsecurities.com)
- d) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-5915, or
- e) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Tuesday, October 26, 2021. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2<sup>nd</sup> floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

### **BOOK-ENTRY SYSTEM**

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

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\* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Northland Trust Services, Inc. Minneapolis, Minnesota (the "Paying Agent/Registrar"), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

#### **DATE OF ORIGINAL ISSUE OF BONDS**

Date of Delivery (Estimated to be December 2, 2021)

#### **AUTHORITY/PURPOSE/SECURITY**

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 412, 429, 475 and Faribault City Charter Section 7.10. Proceeds will be used to refund the City's General Obligation Crossover Refunding Bonds, Series 2012A, refund the City's General Obligation Bonds, Series 2014A and to pay costs associated with the issuance of the Bonds. The Bonds are payable from special assessments against benefitted properties and ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

#### **INTEREST PAYMENTS**

Interest is due semiannually on each June 15 and December 15, commencing June 15, 2022, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the first day (whether or not a business day) of the calendar month of such interest payment date.

#### **MATURITIES**

Principal is due annually on December 15, inclusive, in each of the years and amounts as follows:

| <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
| 2022        | \$1,065,000   | 2026        | \$1,025,000   |
| 2023        | 1,060,000     | 2027        | 575,000       |
| 2024        | 1,020,000     | 2028        | 555,000       |
| 2025        | 1,025,000     | 2029        | 125,000       |

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

#### **INTEREST RATES**

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

**ESTABLISHMENT OF ISSUE PRICE  
(HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)**

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City’s Municipal Advisor and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

**Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.**

In the event that the competitive sale requirements are not satisfied, the City shall promptly so advise the winning bidder. The City may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the “Hold-the-Offering-Price Rule”). Bids will not be subject to cancellation in the event that the City determines to apply the Hold-the-Offering-Price Rule to the Bonds. **Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “Initial Offering Price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the “10% Test”), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.

The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who



is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to comply with the Hold-the-Offering-Price Rule, if applicable if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of Bonds that to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public, and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

*Notes: Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:*

- (1) "public" means any person other than an underwriter or a related party,*
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).*
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership or another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and*
- (4) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.*

## **ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS**

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

## **OPTIONAL REDEMPTION**

The Bonds will not be subject to prepayment or optional redemption prior to maturity.

## **CUSIP NUMBERS**

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

## **DELIVERY**

Delivery of the Bonds will be within forty days after award, subject to an approving legal opinion by Kennedy & Graven, Chartered, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

## **TYPE OF PROPOSAL**

Proposals of not less than \$6,401,625 (99.25%) and accrued interest on the principal sum of \$6,450,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Jeanne Day, Finance Director  
208 1<sup>st</sup> Ave. NW  
Faribault, MN 55021

A good faith deposit (the "Deposit") in the amount of \$129,000 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

## **AWARD**

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

## **INFORMATION FROM SUCCESSFUL BIDDER**

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

## **OFFICIAL STATEMENT**

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

## **FULL CONTINUING DISCLOSURE UNDERTAKING**

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

## **BANK QUALIFICATION**

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

## **BOND INSURANCE AT UNDERWRITER'S OPTION**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: October 12, 2021

BY ORDER OF THE FARIBAULT CITY COUNCIL

/s/ Jeanne Day  
City Finance Director

Additional information may be obtained from:

Northland Securities, Inc.  
150 South 5<sup>th</sup> Street, Suite 3300  
Minneapolis, Minnesota 55402  
Telephone No.: 612-851-5900



## EXHIBIT A

### *(ISSUE PRICE CERTIFICATE – COMPETITIVE SALE SATISFIED)*

The undersigned, for and on behalf of [NAME OF PURCHASER/REPRESENTATIVE] (the ["Purchaser"] ["Representative," on behalf of itself and other underwriters listed below (collectively, the "Underwriting Group"))], with respect to the sale and issuance of the General Obligation Refunding Bonds, Series 2021B (the "Bonds"), by the City of Faribault, Minnesota (the "Issuer"), in the original aggregate principal amount of \$ \_\_\_\_\_, certifies as follows:

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the [Purchaser] [Underwriting Group] are the prices listed in EXHIBIT A attached hereto (the "Expected Offering Prices"). The Expected Offering Prices are the prices of the Maturities of the Bonds used by the [Purchaser] [Underwriting Group] in formulating its bid to purchase the Bonds. Attached hereto as EXHIBIT B is a true and correct copy of the bid provided by the [Purchaser] [Underwriting Group] to purchase the Bonds.

(b) The [Purchaser] [Underwriting Group] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the [Purchaser] [Underwriting Group] constituted a firm offer to purchase the Bonds.

(d) Capitalized terms that are used herein that are otherwise not defined shall have the meanings assigned to such terms in Section 5 hereof.

2. Purchase Price. The [Purchaser] [Representative] acknowledges that it is purchasing the Bonds for an aggregate purchase price of \$ \_\_\_\_\_ (par amount of Bonds of \$ \_\_\_\_\_, plus original issue premium of \$ \_\_\_\_\_, less original issue discount of \$ \_\_\_\_\_, less [a Purchaser's] [an underwriter's] discount of \$ \_\_\_\_\_).

3. Receipt of Bonds. The undersigned hereby acknowledges receipt of \$ \_\_\_\_\_ in original aggregate principal amount of the Bonds from the Issuer, fully executed and authenticated. [The [Purchaser] [Representative] has paid to [NAME OF INSURER] the sum of \$ \_\_\_\_\_ as a premium for an insurance policy for the Bonds.]

4. Representations. The representations set forth in this Certificate of Purchaser (the "Certificate") are limited to factual matters only. Nothing in this Certificate represents the interpretation by the [Purchaser] [Representative] of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The undersigned understands that the foregoing information will be relied upon by: (i) the Issuer with respect to certain of the representations set forth in a tax certificate of the Issuer executed on the date hereof with respect to compliance with the federal income tax rules affecting the Bonds; and (ii) Kennedy & Graven, Chartered, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Information Return for Tax-Exempt Governmental Bonds, Form 8038-G (Rev. September 2018), and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

5. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate means, with respect to a purchaser of the Bonds, if the Underwriter and the purchaser

are subject, directly or indirectly, to (i) more than fifty percent (50%) common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than fifty percent (50%) common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than fifty percent (50%) common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 26, 2021.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate of Purchaser as of the date and year first written above.

[PURCHASER] [REPRESENTATIVE]

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

[Account Members:]

*(ISSUE PRICE CERTIFICATE – HOLD THE PRICE)*

The undersigned, for and on behalf of [NAME OF PURCHASER/REPRESENTATIVE] (the ["Purchaser"] ["Representative," on behalf of itself and other underwriters listed below (collectively, the "Underwriting Group"))], with respect to the sale and issuance of the General Obligation Refunding Bonds, Series 2021B (the "Bonds"), by the City of Faribault, Minnesota (the "Issuer"), in the original aggregate principal amount of \$\_\_\_\_\_, certifies as follows:

1. Initial Offering Price for the Bonds.

(a) The [Purchaser] [Underwriting Group] offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in EXHIBIT A attached hereto (the "Initial Offering Prices"). A copy of the pricing wire or equivalent communication for the Bonds is attached hereto as EXHIBIT A. Capitalized terms used herein that are otherwise not defined shall have the meanings assigned to such terms in Section 5 hereof.

(b) As set forth in the Notice of Sale and the bid award, the [Purchaser has] [members of the Underwriting Group have] agreed in writing that, (i) for each Maturity of the Bonds, [it] [they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, no Underwriter has

offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. Purchase Price. The [Purchaser] [Representative] acknowledges that it is purchasing the Bonds for an aggregate purchase price of \$\_\_\_\_\_ (par amount of Bonds of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_, less original issue discount of \$\_\_\_\_\_, less [a Purchaser's] [an underwriter's] discount of \$\_\_\_\_\_).

3. Receipt of Bonds. The undersigned hereby acknowledges receipt of \$\_\_\_\_\_ in original aggregate principal amount of the Bonds from the Issuer, fully executed and authenticated. [The [Purchaser] [Representative] has paid to [NAME OF INSURER] the sum of \$\_\_\_\_\_ as a premium for an insurance policy for the Bonds.]

4. Representations. The representations set forth in this Certificate of Purchaser (the "Certificate") are limited to factual matters only. Nothing in this Certificate represents the interpretation by the [Purchaser] [Representative] of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The undersigned understands that the foregoing information will be relied upon by: (i) the Issuer with respect to certain of the representations set forth in a tax certificate of the Issuer executed on the date hereof with respect to compliance with the federal income tax rules affecting the Bonds; and (ii) Kennedy & Graven, Chartered, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Information Return for Tax-Exempt Governmental Bonds, Form 8038 G (Rev. September 2018), and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

5. Defined Terms.

(a) "Holding Period" means, with respect to each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the [Purchaser has] [Underwriters have] sold at least ten percent (10%) of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate means, with respect to a purchaser of the Bonds, if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than fifty percent (50%) common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than fifty percent (50%) common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than fifty percent (50%) common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 26, 2021.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate of Purchaser as of the date and year first written above.

[PURCHASER] [REPRESENTATIVE]

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA     )  
                                      )  
COUNTY OF RICE         ) SS.  
                                      )  
CITY OF FARIBAULT        )

I, the undersigned, being the duly qualified and acting City Administrator of the City of Faribault, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on October 12, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the City's General Obligation Refunding Bonds, Series 2021B, to be issued in the proposed aggregate principal amount of \$6,450,000.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this \_\_\_\_\_ day of October, 2021.

(SEAL)

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City Administrator  
City of Faribault, Minnesota

# **Finance Plan**

**City of Faribault, Minnesota**

**\$6,450,000**

**General Obligation Refunding Bonds,  
Series 2021B**

**October 12, 2021**



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

[www.northlandsecurities.com](http://www.northlandsecurities.com)

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## Contents

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| <b>Executive Summary .....</b>                                       | <b>1</b>  |
| <b>Issue Overview .....</b>                                          | <b>2</b>  |
| Purpose .....                                                        | 2         |
| Authority .....                                                      | 2         |
| Structure .....                                                      | 2         |
| Security and Source of Repayment .....                               | 2         |
| Plan Rationale .....                                                 | 2         |
| Issuing Process .....                                                | 3         |
| <b>Attachment 1 – Preliminary Debt Service Schedule.....</b>         | <b>4</b>  |
| <b>Attachment 2 – Preliminary Debt Service Savings Schedule.....</b> | <b>5</b>  |
| <b>Attachment 3 – Related Considerations .....</b>                   | <b>7</b>  |
| Bank Qualification .....                                             | 7         |
| Arbitrage Compliance.....                                            | 7         |
| Continuing Disclosure.....                                           | 7         |
| Premiums .....                                                       | 7         |
| Rating.....                                                          | 8         |
| <b>Attachment 4 – Calendar of Events.....</b>                        | <b>9</b>  |
| <b>Attachment 5 - Risk Factors .....</b>                             | <b>10</b> |



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## Executive Summary

The following is a summary of the recommended terms for the issuance of \$6,450,000 General Obligation Refunding Bonds, Series 2021B (the “Bonds” or “2021B Bonds”). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 – Related Considerations.

|                         |                                                                                                                                                                                                                                               |                   |           |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------|
| Purpose                 | Proceeds from the Bonds will be used to current refund the City’s General Obligation Crossover Refunding Bonds, Series 2012A on February 1, 2022 and current refund the City’s General Obligation Bonds, Series 2014A on December 15, 2021.   |                   |           |
| Security                | The Bonds will be a general obligation of the City. The City will pledge for payment of the Bonds: <ul style="list-style-type: none"><li>• Special assessments collected from benefitted properties.</li><li>• Property tax levies.</li></ul> |                   |           |
| Repayment Term          | The Bonds will mature annually each December 15 in the years 2022 - 2029. Interest on the Bonds will be payable on June 15, 2022 and semiannually thereafter on each December 15 and June 15.                                                 |                   |           |
| Refunding Summary       | 2012A Est. Savings:                                                                                                                                                                                                                           | Gross savings     | \$208,848 |
|                         |                                                                                                                                                                                                                                               | Net Present Value | \$201,464 |
|                         |                                                                                                                                                                                                                                               | Net PV Percent    | 3.66%     |
|                         | Other Factors: Principal payments moved from 2/1 to 12/15 but remain on the same levy cycle.                                                                                                                                                  |                   |           |
|                         | 2014A Est. Savings:                                                                                                                                                                                                                           | Gross savings     | \$90,353  |
|                         |                                                                                                                                                                                                                                               | Net Present Value | \$88,269  |
|                         |                                                                                                                                                                                                                                               | Net PV Percent    | 7.11%     |
|                         | Other Factors: No change in the debt structure is proposed.                                                                                                                                                                                   |                   |           |
| Estimated Interest Rate | Average coupon:                                                                                                                                                                                                                               | 0.51%             |           |
|                         | True interest cost (TIC):                                                                                                                                                                                                                     | 0.72%             |           |
| Prepayment Option       | The Bonds will not be subject to prepayment or optional redemption prior to maturity.                                                                                                                                                         |                   |           |
| Rating                  | A rating will be requested from Standard and Poor’s (S&P). The City’s general obligation debt is currently rated "AA" by S&P.                                                                                                                 |                   |           |
| Tax Status              | The Bonds will be tax-exempt, bank qualified obligations.                                                                                                                                                                                     |                   |           |
| Risk Factors            | There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.                                                                                                                            |                   |           |
| Type of Bond Sale       | Public Sale – Competitive Bids                                                                                                                                                                                                                |                   |           |
| Proposals Received      | Tuesday, October 26, 2021 @ 10:30 A.M.                                                                                                                                                                                                        |                   |           |
| Council Consideration   | Tuesday, October 26, 2021 @ 6:00 P.M.                                                                                                                                                                                                         |                   |           |



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## Issue Overview

### Purpose

Proceeds from the Bonds will be used to current refund the City's General Obligation Crossover Refunding Bonds, Series 2012A (the "2012A Bonds") on February 1, 2022 and General Obligation Bonds, Series 2014A (the "2014A Bonds") on December 15, 2021. The Bonds have been sized based on the callable amounts of the 2012A and 2014A Bonds. The table below contains the sources and uses of funds for the bond issue.

|                                       | 2012A                 | 2014A                 | Issue<br>Summary      |
|---------------------------------------|-----------------------|-----------------------|-----------------------|
| <b>Sources Of Funds</b>               |                       |                       |                       |
| Par Amount of Bonds                   | \$5,305,000.00        | \$1,145,000.00        | \$6,450,000.00        |
| <b>Total Sources</b>                  | <b>\$5,305,000.00</b> | <b>\$1,145,000.00</b> | <b>\$6,450,000.00</b> |
| <b>Uses Of Funds</b>                  |                       |                       |                       |
| Total Underwriter's Discount (0.750%) | 39,787.50             | 8,587.50              | 48,375.00             |
| Costs of Issuance                     | 46,552.41             | 10,047.59             | 56,600.00             |
| Deposit to Current Refunding Fund     | 5,215,000.00          | 1,130,000.00          | 6,345,000.00          |
| Rounding Amount                       | 3,660.09              | (3,635.09)            | 25.00                 |
| <b>Total Uses</b>                     | <b>\$5,305,000.00</b> | <b>\$1,145,000.00</b> | <b>\$6,450,000.00</b> |

### Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 412, 429, and 475 and the Faribault City Charter Section 7.10.

### Structure

The Bonds have been structured to result in relatively level annual debt service savings payments over the life of the Bonds. The 2012A Bonds have moved from a February 1 principal date to December 15 principal date. The payment dates will remain on the same levy cycle as the original issue. The change to a December 15 principal payment date will result in a payment being made for the end of the City's December 31 fiscal year.

The proposed structure for the bond issue and preliminary debt service and debt service savings projections are illustrated in Attachments 1 and 2.

### Security and Source of Repayment

The Bonds will be general obligations of the City. A portion of the 2014A Bonds is payable from special assessments against benefitted properties, and ad valorem taxes. The special assessments were previously certified with the original bond issue and tax levies will be adjusted annually based on special assessment revenues received. The remainder of the 2014A Bonds and the 2012A Bonds are payable from ad valorem taxes.

### Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed projects and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Refunding Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

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## Issuing Process

Northland will receive bids to purchase the Bonds on Tuesday, October 26, 2021 at 10:30 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

**Municipal Advisor:** Northland Securities, Inc., Minneapolis, Minnesota

**Bond Counsel:** Kennedy & Graven Chartered, Minneapolis, Minnesota

**Paying Agent:** U.S. Bank, National Association, St. Paul, Minnesota

## Attachment 1 – Preliminary Debt Service Schedule

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 12/02/2021   | -                     | -        | -                   | -                     | -            |
| 06/15/2022   | -                     | -        | 13,721.76           | 13,721.76             | -            |
| 12/15/2022   | 1,065,000.00          | 0.150%   | 12,797.50           | 1,077,797.50          | 1,091,519.26 |
| 06/15/2023   | -                     | -        | 11,998.75           | 11,998.75             | -            |
| 12/15/2023   | 1,060,000.00          | 0.200%   | 11,998.75           | 1,071,998.75          | 1,083,997.50 |
| 06/15/2024   | -                     | -        | 10,938.75           | 10,938.75             | -            |
| 12/15/2024   | 1,020,000.00          | 0.250%   | 10,938.75           | 1,030,938.75          | 1,041,877.50 |
| 06/15/2025   | -                     | -        | 9,663.75            | 9,663.75              | -            |
| 12/15/2025   | 1,025,000.00          | 0.400%   | 9,663.75            | 1,034,663.75          | 1,044,327.50 |
| 06/15/2026   | -                     | -        | 7,613.75            | 7,613.75              | -            |
| 12/15/2026   | 1,025,000.00          | 0.550%   | 7,613.75            | 1,032,613.75          | 1,040,227.50 |
| 06/15/2027   | -                     | -        | 4,795.00            | 4,795.00              | -            |
| 12/15/2027   | 575,000.00            | 0.700%   | 4,795.00            | 579,795.00            | 584,590.00   |
| 06/15/2028   | -                     | -        | 2,782.50            | 2,782.50              | -            |
| 12/15/2028   | 555,000.00            | 0.800%   | 2,782.50            | 557,782.50            | 560,565.00   |
| 06/15/2029   | -                     | -        | 562.50              | 562.50                | -            |
| 12/15/2029   | 125,000.00            | 0.900%   | 562.50              | 125,562.50            | 126,125.00   |
| <b>Total</b> | <b>\$6,450,000.00</b> | <b>-</b> | <b>\$123,229.26</b> | <b>\$6,573,229.26</b> | <b>-</b>     |

### Yield Statistics

|                                   |             |
|-----------------------------------|-------------|
| Bond Year Dollars                 | \$24,037.92 |
| Average Life                      | 3.727 Years |
| Average Coupon                    | 0.5126453%  |
| Net Interest Cost (NIC)           | 0.7138899%  |
| True Interest Cost (TIC)          | 0.7162312%  |
| Bond Yield for Arbitrage Purposes | 0.5116045%  |
| All Inclusive Cost (AIC)          | 0.9584447%  |

## Attachment 2 – Preliminary Debt Service Savings Schedule

### Summary

|                                             | \$9,910,000 General<br>Obligation Crossover<br>Refunding Bonds, Series<br>2012A | \$2,295,000 General<br>Obligation Bonds, Series<br>2014A | TOTAL           |
|---------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------|-----------------|
| Principal Remaining (after call date)       | \$ 5,215,000.00                                                                 | \$ 1,130,000.00                                          | \$ 6,345,000.00 |
| New Bond Size                               | \$ 5,305,000                                                                    | \$ 1,145,000                                             | \$ 6,450,000    |
| Call Date ORIGINAL Bonds                    | 2/1/2022                                                                        | 12/15/2021                                               |                 |
| Final Maturity ORIGINAL Bonds               | 2/1/2029                                                                        | 12/15/2029                                               |                 |
| Final Maturity NEW Bonds                    | 12/15/2028                                                                      | 12/15/2029                                               |                 |
| Avg. Remaining Interest Rate ORIGINAL Bonds | 1.96%                                                                           | 2.800%                                                   |                 |
| Avg. Interest Rate NEW Bonds                | 0.49%                                                                           | 0.61%                                                    | 1.78%           |
| Net Debt Service Reduction                  | \$ 208,847.76                                                                   | \$ 90,352.98                                             | \$ 299,200.74   |
| Present Value Savings                       | \$ 201,464.16                                                                   | \$ 88,269.18                                             | \$ 289,733.34   |
| Average Annual Debt Service Savings         | \$ 29,312.52                                                                    | \$ 11,748.51                                             | \$ 41,061.03    |
| Net Present Value Savings %                 | 3.66%                                                                           | 7.11%                                                    |                 |

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## 2012A

| Date         | Total P+I             | Existing D/S        | Net New D/S           | Old Net D/S           | Savings             |
|--------------|-----------------------|---------------------|-----------------------|-----------------------|---------------------|
| 02/01/2022   | -                     | 870,927.50          | 867,267.41            | 870,927.50            | 3,660.09            |
| 02/01/2023   | 906,012.33            | -                   | 906,012.33            | 935,655.00            | 29,642.67           |
| 02/01/2024   | 903,952.50            | -                   | 903,952.50            | 934,055.00            | 30,102.50           |
| 02/01/2025   | 902,182.50            | -                   | 902,182.50            | 932,155.00            | 29,972.50           |
| 02/01/2026   | 904,970.00            | -                   | 904,970.00            | 929,955.00            | 24,985.00           |
| 02/01/2027   | 901,410.00            | -                   | 901,410.00            | 937,455.00            | 36,045.00           |
| 02/01/2028   | 451,515.00            | -                   | 451,515.00            | 474,455.00            | 22,940.00           |
| 02/01/2029   | 428,400.00            | -                   | 428,400.00            | 459,900.00            | 31,500.00           |
| <b>Total</b> | <b>\$5,398,442.33</b> | <b>\$870,927.50</b> | <b>\$6,265,709.74</b> | <b>\$6,474,557.50</b> | <b>\$208,847.76</b> |

### PV Analysis Summary (Net to Net)

|                                                          |              |
|----------------------------------------------------------|--------------|
| Gross PV Debt Service Savings.....                       | 197,804.07   |
| Net PV Cashflow Savings @ 0.512%(Bond Yield)....         | 197,804.07   |
| Contingency or Rounding Amount.....                      | 3,660.09     |
| Net Present Value Benefit                                | \$201,464.16 |
| Net PV Benefit / \$5,498,126.30 PV Refunded Debt Service | 3.664%       |
| Net PV Benefit / \$5,215,000 Refunded Principal...       | 3.863%       |
| Net PV Benefit / \$5,305,000 Refunding Principal..       | 3.798%       |

## 2014A

| Date         | Total P+I             | Existing D/S        | Net New D/S           | Old Net D/S           | Savings            |
|--------------|-----------------------|---------------------|-----------------------|-----------------------|--------------------|
| 12/15/2021   | -                     | 186,556.25          | 190,191.34            | 186,556.25            | (3,635.09)         |
| 12/15/2022   | 185,506.93            | -                   | 185,506.93            | 194,712.50            | 9,205.57           |
| 12/15/2023   | 180,045.00            | -                   | 180,045.00            | 191,412.50            | 11,367.50          |
| 12/15/2024   | 139,695.00            | -                   | 139,695.00            | 152,700.00            | 13,005.00          |
| 12/15/2025   | 139,357.50            | -                   | 139,357.50            | 149,450.00            | 10,092.50          |
| 12/15/2026   | 138,817.50            | -                   | 138,817.50            | 151,200.00            | 12,382.50          |
| 12/15/2027   | 133,075.00            | -                   | 133,075.00            | 147,150.00            | 14,075.00          |
| 12/15/2028   | 132,165.00            | -                   | 132,165.00            | 143,100.00            | 10,935.00          |
| 12/15/2029   | 126,125.00            | -                   | 126,125.00            | 139,050.00            | 12,925.00          |
| <b>Total</b> | <b>\$1,174,786.93</b> | <b>\$186,556.25</b> | <b>\$1,364,978.27</b> | <b>\$1,455,331.25</b> | <b>\$90,352.98</b> |

### PV Analysis Summary (Net to Net)

|                                                          |             |
|----------------------------------------------------------|-------------|
| Gross PV Debt Service Savings.....                       | 91,904.27   |
| Net PV Cashflow Savings @ 0.512%(Bond Yield)....         | 91,904.27   |
| Contingency or Rounding Amount.....                      | (3,635.09)  |
| Net Present Value Benefit                                | \$88,269.18 |
| Net PV Benefit / \$1,241,582.04 PV Refunded Debt Service | 7.109%      |
| Net PV Benefit / \$1,130,000 Refunded Principal...       | 7.811%      |
| Net PV Benefit / \$1,145,000 Refunding Principal..       | 7.709%      |

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## Attachment 3 – Related Considerations

### Bank Qualification

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

### Arbitrage Compliance

The Bonds are expected to qualify for the "6-month spending" exemption related to arbitrage rebate.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

### Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of "financial obligations" (such as PFA loans, leases, or bank placements) must be reported within ten business days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

### Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.

- 
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff on the sale day to determine use of premium (if any).

### **Rating**

A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "AA" by S&P. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

## Attachment 4 – Calendar of Events

| September 2021 |     |     |     |     |     |     |
|----------------|-----|-----|-----|-----|-----|-----|
| Sun            | Mon | Tue | Wed | Thu | Fri | Sat |
|                |     |     | 1   | 2   | 3   | 4   |
| 5              | 6   | 7   | 8   | 9   | 10  | 11  |
| 12             | 13  | 14  | 15  | 16  | 17  | 18  |
| 19             | 20  | 21  | 22  | 23  | 24  | 25  |
| 26             | 27  | 28  | 29  | 30  |     |     |
|                |     |     |     |     |     |     |

| October 2021 |     |     |     |     |     |     |
|--------------|-----|-----|-----|-----|-----|-----|
| Sun          | Mon | Tue | Wed | Thu | Fri | Sat |
|              |     |     |     |     | 1   | 2   |
| 3            | 4   | 5   | 6   | 7   | 8   | 9   |
| 10           | 11  | 12  | 13  | 14  | 15  | 16  |
| 17           | 18  | 19  | 20  | 21  | 22  | 23  |
| 24           | 25  | 26  | 27  | 28  | 29  | 30  |
| 31           |     |     |     |     |     |     |

| November 2021 |     |     |     |     |     |     |
|---------------|-----|-----|-----|-----|-----|-----|
| Sun           | Mon | Tue | Wed | Thu | Fri | Sat |
|               | 1   | 2   | 3   | 4   | 5   | 6   |
| 7             | 8   | 9   | 10  | 11  | 12  | 13  |
| 14            | 15  | 16  | 17  | 18  | 19  | 20  |
| 21            | 22  | 23  | 24  | 25  | 26  | 27  |
| 28            | 29  | 30  |     |     |     |     |
|               |     |     |     |     |     |     |

| December 2021 |     |     |     |     |     |     |
|---------------|-----|-----|-----|-----|-----|-----|
| Sun           | Mon | Tue | Wed | Thu | Fri | Sat |
|               |     |     | 1   | 2   | 3   | 4   |
| 5             | 6   | 7   | 8   | 9   | 10  | 11  |
| 12            | 13  | 14  | 15  | 16  | 17  | 18  |
| 19            | 20  | 21  | 22  | 23  | 24  | 25  |
| 26            | 27  | 28  | 29  | 30  | 31  |     |
|               |     |     |     |     |     |     |

| Date               | Action                                                                        | Responsible Party                                      |
|--------------------|-------------------------------------------------------------------------------|--------------------------------------------------------|
| September 29       | Preliminary Official Statement Sent to City for Sign Off and to Rating Agency | Northland, City                                        |
| October 5          | Set Sale Resolution and Finance Plan Sent to City                             | Northland, Bond Counsel                                |
| Week of October 11 | Rating Call                                                                   | Northland, City, Rating Agency                         |
| October 12         | Presentation of Finance Plan and Set Sale Resolution Adopted                  | <b>City Council Action,</b><br>Northland, Bond Counsel |
| October 19         | Authorizing Resolution Sent to City                                           | Bond Counsel, Northland                                |
| October 20         | Rating Received                                                               | Northland, City, Rating Agency                         |
| October 26         | Bond Sale – 10:30 a.m.<br>Authorizing Resolution Adopted – 6:00 p.m.          | <b>City Council Action,</b><br>Northland, Bond Counsel |
| December 2         | Closing on the Bonds (Proceeds Available)                                     | Northland, City Staff,<br>Bond Counsel                 |



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## Attachment 5 - Risk Factors

**Property Taxes:** Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

**Special Assessments:** Special assessments may be prepaid. It is likely that the income earned on the investment of prepaid assessments will be less than the interest paid if the assessments remained outstanding. Delinquencies in assessment collections would reduce revenues needed to pay debt service. The collection of deferred assessments (if any) have not been included in the revenue projections. Projected assessment income should be reviewed annually and adjusted as needed.

**General:** In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Jeanne Day, Finance Director  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-220 Authorization to Execute Municipal Advisor Agreement with Northland Securities for the GO Refunding Bonds Series 2021B

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### Background:

At the September 21, 2021, City Council Work Session, there was a discussion on the issuance of GO Refunding Bonds for the 2012A and 2014A Bonds. It was the consensus of the Council to proceed with the sale of the bonds.

Council is authorizing Resolution 2021-219 for the Issuance and Sale of GO Refunding Bonds Series 2021B. Northland Securities is the City's Municipal advisor and is requesting the execution of the attached agreement to provide advice on the structure, terms, timing and other matters related to the issuance.

The City will also utilize Kennedy & Graven as Bond Counsel and US Bank NA as the Paying Agent for the issue.

### Recommendation:

Staff is recommending authorization of Resolution 2021-220 Authorizing the Execution of the Municipal Advisor Agreement with Northland Securities for the GO Refunding Bonds Series 2021B.

### Attachments:

1. Resolution 2021-220 Executing Municipal Advisor Agreement
2. Municipal Advisory Service Agreement with Northland Securities GO Refunding Bonds 2021B

**CITY OF FARIBAULT**

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**RESOLUTION #2021-220**

**AUTHORIZATION TO EXECUTE MUNICIPAL ADVISOR AGREEMENT WITH  
NORTHLAND SECURITIES FOR THE GO REFUNDING BONDS SERIES 2021B**

**WHEREAS**, the City of Faribault will proceed with the issuance and sale of the GO Refunding Bonds Series 2021B; and

**WHEREAS**, the City of Faribault chooses to proceed with Northland Securities, Inc. as the Municipal Advisor for the issuance and sale of the bonds; and

**NOW, THEREFORE BE IT RESOLVED**, that the Faribault City Council hereby authorizes Northland Securities, Inc. to oversee the sale.

**ALSO, BE IT RESOLVED**, that the Mayor and City Administrator are authorized to execute the Municipal Advisory Service Agreement for this service.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

**MUNICIPAL ADVISORY SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF FARIBAULT, MINNESOTA  
AND  
NORTHLAND SECURITIES, INC.**

This Agreement made and entered into by and between the City of Faribault, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

**WITNESSETH**

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Refunding Bonds, Series 2021B (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, NSI will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website ([www.msrb.org](http://www.msrb.org)) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**SERVICES TO BE PROVIDED BY NSI**

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

**Planning and Development**

1. Assist City officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Assist the City in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.

4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

#### **Bond Sale**

1. Assist the City with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the City and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
3. Prepare and submit application for bond rating(s) and assist the City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the City with preparing and conducting the rating call or other presentation.
4. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
5. Coordinate with bond counsel the preparation of required contracts and resolutions.

#### **Post-Sale Support**

1. Assist the City with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

### **COMPENSATION**

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$26,750. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

### **CONFLICTS OF INTEREST**

NSI is not aware of any material conflicts of interest that could reasonably be anticipated to impair NSI's ability to provide advice to or on behalf of the City in accordance with the standards of conduct for municipal advisors.

The compensation for services provided in this Agreement is customary in the municipal securities market, but may pose a conflict of interest. Since the fee is payable at closing and only if the Debt is issued, NSI may have an incentive to encourage issuance. Compensation linked to the size of the transaction may provide incentive to increase the amount of the Debt. Compensation considerations will not impair NSI's ability to provide unbiased and competent advice or to fulfill its fiduciary duty to the City. In executing this Agreement, the City acknowledges and accepts the potential conflicts of interest posed by the compensation to NSI.

Northland Capital Holdings is the parent company of NSI. Another subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The City is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with NSI.

NSI does not provide executive search, organizational development, compensation systems or other management consulting services that may directly or indirectly affect City staff that recommend the engagement of municipal advisor services and may pose a conflict of interest.

### **LEGAL AND DISCIPLINARY ACTIONS**

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The City can find information about these forms and accessing information related to NSI at [www.sec.gov/municipal/oms-edgar-links](http://www.sec.gov/municipal/oms-edgar-links).

### **SUCCESSORS OR ASSIGNS**

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

### **TERM OF THIS AGREEMENT**

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 12<sup>th</sup> day of October, 2021.

**Northland Securities, Inc.**



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

Clifton Schultz, Managing Director

**City of Faribault, Minnesota**

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

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



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Kevin Bushard, Human Resources Manager  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-221 Approve Hiring Community Services Officer

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### Background:

Due to a resignation, there is a need to hire a Community Services Officer within the City of Faribault Police Department. The position was posted from August 16, 2021 to September 17, 2021.

Three applications were received and all were interviewed. The interview panel consisted of Community Services Officer Supervisor Doug Delesha and Police Chief Andy Bohlen. From those interviews, Laura Baltazar was selected as the candidate for recommendation.

Resolution 2021-221 approves the hiring of Laura Baltazar as Community Services Officer for the City of Faribault. This position is a union position in Local 320 Police Support Services. Valeria will be hired at wage Grade E Step 1.

### Recommendation:

Approve Resolution 2021-221, approve hiring Laura Baltazar as Community Services Officer for the City of Faribault.

### Attachments:

1. 2021-221 Approve Hiring Community Services Officer



**CITY OF FARIBAULT**

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**RESOLUTION #2021-221**

**APPROVE HIRING COMMUNITY SERVICES OFFICER**

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

**WHEREAS,** the City has posted for and interviewed for the Community Services Officer position within the City; and

**WHEREAS,** the City Council desires to fill the vacancy for the Community Services Officer position.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Faribault, Minnesota, that Laura Baltazar shall be extended an offer of employment to fill the vacant Community Services Officer position.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:**  
**FROM:** Tim Murray, City Administrator  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-222 Approve Loan Agreement, Mortgage Agreement, and Promissory Note with the Paradise Center for the Arts

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### Background:

On January 26, 2021, the City Council approved a Performing and Visual Arts Programming Agreement with the Paradise Center for the Arts (PCA), a copy of which is attached. Under this agreement, the Council committed \$250,000 in funds to assist the PCA with the elimination of their debt(s). This commitment was subject to the condition that the PCA raise the additional funds necessary to fully eliminate the debt(s), which they have now completed (\$230,500).

Other conditions under the agreement were the execution of a forgivable note and first position mortgage in the amount of \$250,000 on the real property located at 321 Central Avenue. The City Attorney has prepared the necessary documents (Loan Agreement, Mortgage Agreement, and Promissory Note, all of which are attached), and they have been reviewed and are acceptable to the PCA.

### Recommendation:

Approve Resolution 2021-222

### Attachments:

1. Resolution 2021-222
2. 2021 Performing and Visual Arts Programming Agreement
3. Loan Agreement
4. Mortgage Agreement
5. Promissory Note

## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-222**

#### **APPROVE LOAN AGREEMENT, MORTGAGE AGREEMENT, AND PROMISSORY NOTE WITH THE PARADISE CENTER FOR THE ARTS**

**WHEREAS**, on January 26, 2021, the Faribault City Council adopted Resolution 2021-024, approving a Performing and Visual Arts Programming Agreement with the Paradise Center for the Arts (PCA); and

**WHEREAS**, the City agreed to pay the PCA \$250,000 under the agreement, subject to a number of conditions, including fundraising by the PCA; and

**WHEREAS**, the PCA has notified the City that they have achieved they fundraising goal as specified under the agreement; and

**WHEREAS**, conditions of the agreement approved by Resolution 2021-024 also require the execution of a forgivable note and first position mortgage in the amount of \$250,000 on the real property at 321 Central Avenue by the PCA and the City of Faribault; and

**WHEREAS**, the City Attorney has prepared the necessary documents (a Loan Agreement, Mortgage Agreement, and Promissory Note, all incorporated herein by reference) and the documents have been reviewed and are acceptable to the PCA.

**NOW, THEREFORE BE IT RESOLVED**, by the Faribault City Council, that the recitals set forth in the preamble to this Resolution are incorporated into this Resolution as if fully set forth herein.

**NOW THEREFORE BE IT FURTHER RESOLVED**, by the Faribault City Council, that the Mayor and City Administrator are hereby authorized and directed to execute the Loan Agreement and Mortgage Agreement with the Paradise Center for the Arts.

**NOW THEREFORE BE IT FINALLY RESOLVED**, by the Faribault City Council, that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution,

including but not limited to, refining the language in the Loan Agreement, Mortgage Agreement, and Promissory Note.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

## PERFORMING AND VISUAL ARTS PROGRAMMING AGREEMENT

**THIS AGREEMENT** is made, effective as of this 20th day of January, 2021 by and between the City of Faribault, located at 208 1<sup>st</sup> Avenue NW, Faribault, Minnesota 55021-5105, a Minnesota municipal corporation ("City") and Paradise Center for the Arts, a Minnesota non-profit corporation located at 321 Central Avenue, P.O. Box 383, Faribault, MN 55021 (the "PCA").

### WITNESSETH:

**WHEREAS**, an agreement (Performing and Visual Arts Programming Agreement, hereinafter referred to as the "2005 Agreement") was executed between the City and the PCA, effective on the 10<sup>th</sup> day of August, 2005 under which the PCA agreed to provide performing and visual arts programming, including the restoration, operation and maintenance of the Paradise Center for the Arts facility for the City's residents, the surrounding community and the general public; and

**WHEREAS**, the City and the PCA wish to replace the 2005 Agreement, which is scheduled to terminate on December 31, 2026, with a new agreement, and to continue to have the PCA provide the services outlined in said agreement; and

**WHEREAS**, the City administers and supports numerous parks and recreation programs for its residents, the surrounding community and the general public; and

**WHEREAS**, the parks and recreation programs that the City has administered and supported in the past have included art enrichment programs; and

**WHEREAS**, the PCA is a nonprofit organization that provides art enrichment programming in the building of the former Paradise Theater located at 321 Central Avenue in the city of Faribault; and

**WHEREAS**, pursuant to Minnesota Statute Section 471.15, a city may operate a program of public recreation and maintain buildings or other recreational facilities; and

**WHEREAS**, pursuant to Minnesota Statute Section 471.16, a city may operate a recreational program cooperatively with a nonprofit organization in any manner which the two entities may mutually agree; and

**WHEREAS**, the City desires to continue to engage the services of the PCA to assist the City in its parks and recreation programming with respect to programming for performing and visual arts, including the operation and maintenance of the Paradise Center for the Arts facility; and

**WHEREAS**, the PCA is willing to enter into this Agreement with the City to continue to provide performing and visual arts programming, including the operation and maintenance

of the Paradise Center for the Arts facility for the City's residents, the surrounding community, and the general public; and

**WHEREAS**, the City agrees to provide compensation to the PCA for the operation and maintenance of the Paradise Center for the Arts facility and the programming for the performing and visual arts to be provided to the City's residents.

**NOW, THEREFORE**, the parties hereto do mutually agree as set forth below:

#### **ARTICLE I: DEFINITIONS OF TERMS USED IN AGREEMENT**

- A. **City.** The City of Faribault, a municipal corporation under the laws of Minnesota.
- B. **Paradise Center for the Arts.** The entire Paradise Center for the Arts facility, located in the building of the former Paradise Theater, 321 Central Avenue in the City of Faribault.
- C. **PCA.** Paradise Center for the Arts, a non-profit corporation under the laws of Minnesota.
- D. **Performing and Visual Arts Programming.** Performing and visual arts classes and programs for youth, adults, seniors and the general public as outlined in Exhibit II and the complete restoration, operation and maintenance of the Paradise Center for the Arts facility, including building and property improvements.

#### **ARTICLE II: TERM OF AGREEMENT**

- A. **Term of Agreement.** This Agreement shall commence upon execution by the parties and terminate on December 31, 2036. This Agreement may be extended by mutual written agreement of the parties.

#### **ARTICLE III: GENERAL DESCRIPTION OF SERVICES**

- A. **General Description of Services.** The services to be performed by the PCA during the term of this Agreement for the City consist of the complete operation and maintenance of the Paradise Center for the Arts facility, including building maintenance improvements and the administration of Performing and Visual Arts Programming in full accordance with:  
(1) this Agreement; (2) Exhibit I of this Agreement; and (3) any written instructions from the City. In the operation of the Performing and Visual Arts Programming pursuant to this Agreement, the PCA shall familiarize itself with and comply with all applicable State and Federal statutes and regulations, local ordinances and instructions and policies of the City.

## ARTICLE IV: CONSIDERATION

- A. **Consideration.** As compensation for replacing the 2005 Agreement with this new agreement to extend the term, and continuing the programs and services outlined herein, the City agrees to pay the PCA \$250,000.00, subject to the following conditions:
1. Payment from the City to the PCA will be made at such time that the PCA has secured the other funds necessary to eliminate all current debt on the property (said funds to be in the possession of and fully available to the PCA with no restrictions—pledges or in-kind contributions shall not qualify).
  2. The PCA shall use these funds solely for the purpose of eliminating all current debt (mortgage, line of credit, etc.) on the property, thereby supporting the allocation of the financial resources available to the PCA now and in the future for programming and operations.
  3. The PCA shall provide documentation to the City verifying the satisfaction of the existing mortgage(s) on the property, as well as the elimination of any and all other debt against the property, within 10 business days following payment by the City.
  4. The PCA will provide to the City security in the form of a forgivable note and first position mortgage in the amount of \$250,000.00 on the real property located at 321 Central Avenue for a period of ten (10) years, commencing on the date the City releases the funds to the PCA. The note and mortgage shall be provided to the City prior to the release of the funds, and shall be of a form acceptable to the City Attorney.
  4. The PCA will not incur any debt secured by the property for a period of ten (10) years, commencing on the date the City releases the funds to the PCA, without obtaining prior approval from the City.
  5. The PCA will not request funding for years 2022 through 2031 from the City's annual funding program for Civic and Non-Profit Organizations, under which the PCA has received funds each year since 1999 (originally as the Faribault Arts Center).
  6. The PCA will include the City in any recognition materials celebrating and publicizing the elimination of the mortgage debt on the property.
- B. **Fundraising Deadline.** Should the PCA not raise the necessary funds as required under Article IV, Item A.1. by December 31, 2021, the City will not be required to make any payment to the PCA under this agreement, and the other conditions outlined in Article IV, Items A.2. through A.7. will be waived.
- C. **Other.** The City may also assist the PCA in marketing and promotion of the Performance and Visual Arts Programming and the Paradise Center for the Arts facility by publishing information in the Buckham Center Bulletin or by other means as the City deems appropriate and beneficial.

## ARTICLE V: DUTIES OF THE PCA

- A. **Duties of the PCA.** In addition to providing the Performing and Visual Arts Programming for the City, during the term of this Agreement, the PCA shall provide the following to the City:
1. The PCA shall submit an annual operating budget to the City by December 31<sup>st</sup> of each year for the upcoming fiscal year;
  2. The PCA shall submit a year-end statement to the City by July 1<sup>st</sup> of each year;
  3. The PCA shall provide the personnel necessary to provide the services outlined in this Agreement, including all costs associated with such personnel. In addition to the direct payroll costs, this shall include all costs associated with recruiting, hiring, training and supervising such personnel;
  4. The PCA shall provide supplies and equipment necessary for Performing and Visual Arts Programming, such as art supplies, theatrical props, scenery, etc.;
  5. The PCA shall maintain and operate the Paradise Center for the Arts facility during the entire term of this Agreement. The Paradise Center for the Arts shall remain open to the public during the entire term of this Agreement; and the PCA will provide art enrichment programming in the following areas: Visual arts displays, visual arts classes and seminars, live theater, live music, movies of artistic and or social value, and children's theater programming.
  6. The PCA will provide a minimum of twenty four (24) hours each year for community programming time without cost to the City at the PCA building.

## ARTICLE VI: INDEMNIFICATION, WAIVER & INSURANCE

- A. **Indemnification.** The PCA shall defend, indemnify and hold harmless the City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which arise or purport to arise out of this Agreement for services or goods provided by the PCA hereunder.
- B. **Waiver.** Nothing in this Agreement shall be deemed to be a waiver by the City, its elected officials, officers, employees, agents or representatives of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City, or its elected officials, officers, employees, agents and representatives are otherwise entitled.
- C. **Insurance.** The PCA shall maintain in full force and effect, at its own cost and expense during the term of this Agreement the following insurance coverage:



1. The PCA shall obtain general liability insurance covering its activities, staff and volunteers, including an appropriate rider for defamation claims. The City shall be named as an additional insured, and the policy shall provide that it will not be cancelled without written notification of the City. PCA shall maintain liability insurance at a minimum of \$300,000 per event and \$1,000,000 aggregate and a certificate of insurance will be supplied to the City. PCA shall indemnify the City of any and all liability claims made against the PCA resulting from the operation of any PCA program or activity sponsored by the PCA.
2. The City shall be provided with a certificate of insurance for all of the policies maintained pursuant to this Agreement that shall show the described coverage including the City as an additional insured, and the certificate providing sixty (60) days notice to the City in the event of cancellation or non-renewal.
3. All required insurance shall be with a company acceptable to the City.

#### **ARTICLE VII. MISCELLANEOUS PROVISIONS.**

- A. Addresses and Notices. Any notice permitted or required to be given under this Agreement must be in writing and shall be deemed to have been given if sent by certified mail, postage prepaid, addressed as follows:

To the City:           City Administrator  
                              City of Faribault  
                              208 1<sup>st</sup> Avenue NW  
                              Faribault, MN 55021

To the PCA:           Executive Director  
                              Paradise Center for the Arts  
                              321 Central Avenue, P.O. Box 383  
                              Faribault, MN 55021

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such notices, demands, consents, and reports may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notice shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

If either party has a change of address, that party must give written notice to the other party of such change as provided herein. Any party failing to provide notice

of a change of address shall be deemed to have received any notice sent as provided above.

- B. **Amendment.** This Agreement may be modified, renegotiated or otherwise amended at any time only upon the mutual written consent of the PCA and the City.
- C. **Assignment.** This Agreement shall be binding upon the parties hereto and their respective administrators, executors, successors and assigns. No assignment or attempted assignment of this Agreement of any rights hereunder shall be effective, unless upon the written consent of the PCA and the City.
- D. **Authority.** Each of the undersigned parties warrants that: 1) it has the full authority to execute this Agreement; 2) it is in good standing; 3) execution is not preempted by its bylaws; and 4) authorized officers have signed this Agreement.
- E. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based upon convenience or otherwise.
- F. **Construction.** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions in any application therefor shall not in any way be affected or impaired thereby.
- G. **Entire Agreement.** This Agreement, any attached exhibits or addenda or amendments signed by the parties shall constitute the entire Agreement between the City and the PCA, and supersedes any other written (including, but not limited to, the 2005 Agreement, or oral agreements between the City and the PCA. This Agreement can only be modified by a writing signed by City and the PCA.
- H. **Execution in Counterparts.** This Agreement may be executed in counterparts by the parties hereto.
- I. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.
- J. **Work Products.** All records, information, materials and other work products, except those noted below, prepared and developed in connection with the provision of services hereunder shall become the exclusive and confidential property of the City. No such products shall be made available to any other individual or organization by the PCA without the prior written approval of the City. All PCA personnel records

associated with personnel assigned under the terms and conditions of this Agreement shall be and remain the exclusive property of the PCA provided, however, that the PCA shall grant the City Administrator and/or City Attorney permission to review such files upon given at least five days' notice of their intent to review such files.

- K. **Independent Contractor Status.** All services provided by the PCA, its officers, agents, volunteers and employees pursuant to this Agreement shall be provided by such persons as an employee of the PCA or as an independent contractor and not as an employee of the City for any purpose, including, but not limited to:
1. Income tax withholding;
  2. Workers' compensation;
  3. Unemployment compensation;
  4. FICA taxes; and
  5. Eligibility for employee benefits.
- L. **Data Practices and Audits Compliance.** Data provided to the PCA under this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with statutory guidelines. The PCA agrees to comply with the City's requests relating to requests for information pursuant to the Data Practices Act, Minnesota Statutes Chapter 13. The operational records and documents of the PCA and of its agents relating to work performed pursuant to this Agreement shall be subject to audit and examination by the City and the State Auditor
- M. **Relationship of the PCA to City.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement. The City Council shall appoint a member of the Council to serve on the Board of Directors of PCA.
- N. **Indemnification Survives Termination.** All representations and warranties of the parties contained herein shall survive the termination of this Agreement.
- O. **Continuance of Center/Governmental Program.** This Agreement shall be subject to termination in the event that the PCA discontinues operation of the Paradise Center for the Arts.
- P. **Recitals.** The recitals set forth in the preamble to this Agreement are incorporated into and made a part of this Agreement.

## ARTICLE VIII: TERMINATION

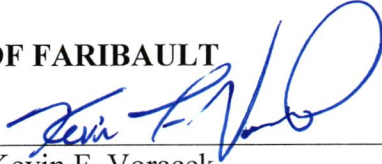
- A. **Termination for Cause.** If the PCA fails to perform any of the terms, conditions, or requirements of this Agreement, the City may give the PCA fourteen (14) days written notice of such failure. After receipt of the written notice, the PCA will have

up to fourteen (14) days to correct the problem, except that the City may in any case take immediate steps it determines are necessary to correct the problem in order to protect the health, safety and welfare of the City and the public prior to the end of the fourteen (14) day period without affecting the City's right to terminate the PCA; and, provided further that the PCA shall pay to the City an amount equal to all City costs and expenses incurred in taking such action, such payment to be made within fourteen (14) days of the City's written request to the PCA for such reimbursement. If the PCA fails to correct the problem within the fourteen (14) day period, the City may terminate the Agreement by giving the PCA thirty (30) days written notice of such termination. The PCA shall be liable to the City for all costs and expenses incurred by the City to take action against the PCA, and the costs and expenses of the City incurred in providing replacement Performing and Visual Arts Programming for the remainder of the term of this Agreement.

IN WITNESS WHEREOF, the City and the PCA have executed this Agreement the day and year first above written.

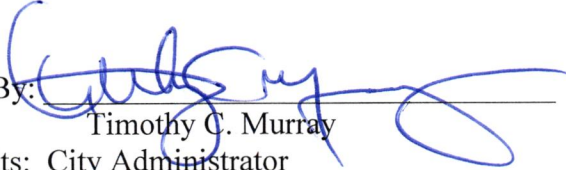
**CITY OF FARIBAULT**

Date: 1/26/2021

By:   
Kevin F. Voracek

Its: Mayor

Date: 1/26/2021

By:   
Timothy C. Murray

Its: City Administrator

**PARADISE CENTER FOR THE ARTS**

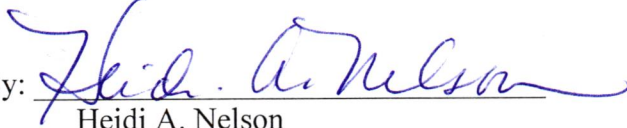
Date: 2-5-21

By: 

Name: James P. Braucher

Its: President

Date: 2-2-21

By:   
Heidi A. Nelson

Its: Executive Director

**EXHIBIT I**  
**DUTIES AND RESPONSIBILITIES OF THE PCA**

1. General management assistance for the coordination of the Paradise Center for the Arts parks and recreation programs within the city.
2. Maintain and operate the Paradise Center for the Arts facility during the term of this Agreement so that it is suitable for occupancy and the Performing and Visual Arts Programming.
3. Develop appropriate forms, brochures, and administrative procedures, the preparation of routine correspondence, and all relevant record-keeping functions associated with such matters.
4. Provide for financial administration including bookkeeping and accounting functions, and the preparation of timely financial reports.
5. Use reasonable efforts to develop, market, and promote the Paradise Center for the Arts facility and Visual and Performing Arts programming in the city.
6. Maximize quality service goals for the Paradise Center for the Arts by executing marketing strategies, providing quality service to customers, and employing leadership and managerial skills effectively.
7. Operate and maintain the Paradise Center for the Arts facility at scheduled times and provide all Performance and Visual Arts Programming in accordance with all federal, state, and local laws, regulations, ordinances, and City policies. The PCA shall obtain all permits, licenses, and certifications necessary to ensure compliance with all federal, state and local laws, regulations and ordinances provided.
8. The Paradise Center for the Arts facility shall remain open to the public during the entire term of this Agreement.
9. Provide supplies and equipment necessary to the Performing and Visual Arts Programming.
10. Recruit, hire, and train personnel, assign and schedule their work, and monitor their performance.
11. Provide the personnel necessary to market, manage, and operate the Paradise Center for the Arts facility and Performing and Visual Arts Programming. The PCA shall maintain an adequate level of staffing at all times in order to serve the public. The PCA agrees to comply with all applicable federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion,

national origin, sex, marital status, age, or status with regard to public assistance and other prohibited classification.

12. Maintain workers' compensation insurance in compliance with all applicable statutes, and premises, automobile and general liability insurance in amounts and in forms satisfactory to the City as required by Article VI of this Agreement. The PCA agrees to provide the City with a copy of its Certificate of Insurance. The PCA agrees to provide liability insurance for all programs offered. The PCA agrees to provide property insurance for the Paradise Center for the Arts facility and any PCA owned equipment that is used while providing services under this Agreement.
13. Provide supervision to oversee the day-to-day operations, including, but not limited to, overseeing the marketing, scheduling, reservations for programs, equipment, etc., and day-to-day operating procedures for the Paradise Center for the Arts and Performing and Visual Arts Programming.
14. Take reservations for the Paradise Center for the Arts facility and the Performing and Visual Arts programs. Schedule events for the Paradise Center for the Arts facility, and maintain a master engagement calendar showing all reservations and events.
15. Develop fees, charges, and/or deposits for programs, equipment and facilities.
16. Collect fees, charges, and/or deposits for programs, equipment and facilities.





PARACEN-01

CRATO1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                      |                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Heartman Insurance<br>330 Central Avenue<br>Faribault, MN 55021                                          | CONTACT NAME:<br>PHONE<br>(A/C, No, Ext): (507) 334-5577<br>FAX<br>(A/C, No): (507) 334-2789<br>E-MAIL<br>ADDRESS: info@heartman.com                                                 |
| INSURED<br><br>Faribault Art Center Inc dba Paradise Center for the Arts<br>321 Central Ave N<br>Faribault, MN 55021 | INSURER(S) AFFORDING COVERAGE<br>INSURER A : Cincinnati Insurance Company<br>INSURER B : SFM<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :<br>NAIC #<br>10677<br>11347 |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER General Aggregate                                                                                                            |           |          | EPP 0016841   | 3/31/2019               | 3/31/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><br>UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$ |           |          | EBA 0016841   | 3/31/2021               | 3/31/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$                                           |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                               |           | N / A    | 37485.211     | 3/31/2020               | 3/31/2021               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **LOAN AGREEMENT**

THIS LOAN AGREEMENT ("Agreement") is made effective as of October 12, 2021, by and between PARADISE CENTER FOR THE ARTS, a Minnesota non-profit corporation (the Borrower"), and the City of Faribault, a Minnesota municipal corporation ("Lender").

### **RECITALS**

A. Borrower and Lender entered into a Performing and Visual Arts Programming Agreement ("Programming Agreement") on January 26, 2021, setting forth the relationship between Borrower and Lender wherein the Lender continued to engage the services of the Borrower to assist the Lender in its parks and recreation programming with respect to programming for performing and visual arts to be provided to City of Faribault residents, including the operation and maintenance of the Paradise Center for the Arts facility.

B. The Borrower operates the Paradise Center for the Arts facility, located at 321 Central Avenue in the City of Faribault ("Property").

C. Pursuant to the terms and conditions of the Programming Agreement, the Borrower will provide to the City security in the form of a forgivable note and first position mortgage in the amount of \$250,000.00 on the real property located at 321 Central Avenue for a period of ten (10) years, commencing on the date the City releases the funds to the Borrower. The note and mortgage shall be provided to the City prior to the release of the funds, and shall be of a form acceptable to the city Attorney.

D. The Programming Agreement, and all its terms and conditions, is incorporated into this Agreement as if fully set forth herein.

E. Borrower has requested from Lender a forgivable loan to assist with its performing and visual arts programming in the principal amount of \$250,000.00.

F. Lender is willing to make such loan to Borrower (the "Loan"), subject to all of the terms and conditions of this Agreement and the Programming Agreement, including, but not limited to, Borrower raising at least \$230,500.00 in capital to eliminate any debt at the Property and Borrower operating its business on the Property for at least ten years from the date hereof ("Expiration Date").

G. Contemporaneously with the execution hereof, Borrower is delivering to Lender a Promissory Note ("Note") and Mortgage Agreement ("Mortgage Agreement"), effective as of the date herewith, made by Borrower and payable by the Borrower to the order of Lender, in the original principal amount of \$250,000.00.

H. Borrower and Lender contemplate that upon the passing of the Expiration Date, the principal amount provided by Lender to Borrower under this Agreement, Note and Mortgage, shall be forgivable, pursuant to the terms of this Agreement, the Note and the Mortgage.



NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. Amount and Purpose of Loan. Borrower agrees to take and Lender agrees to make the Loan, to be advanced in a single disbursement as hereinafter provided, and evidenced by the Note. The Loan proceeds are to be used to help finance performing and visual arts programming at the Property and elsewhere. Subject to the forgiveness provisions set forth in the Note and the fulfillment of the Expiration Date, the Borrower agrees to repay the Loan by making all payments of principal, interest and any premium, penalty or charge, if any, that are required to be made under the Note at the times and in the amounts provided therein.

2. Documents to be Delivered. Borrower covenants and agrees to immediately cause the compliance with the following conditions:

(a) Note. Deliver to Lender the Note.

(b) Mortgage. Deliver to Lender the Mortgage.

(c) Organizational Documents and Resolutions. Deliver to Lender copies of the following documents, if applicable: (i) articles of incorporation for the Borrower certified by the Minnesota Secretary of State, (ii) a certificate of good standing for the Borrower issued by the Minnesota Secretary of State; (iii) bylaws for the Borrower; and (iv) certified resolutions of the Borrower authorizing the execution and delivery of this Agreement, the Note, the Mortgage and any other document to be executed by Borrower pursuant to this Agreement.

(d) Compliance with Laws, Etc. Deliver to Lender such evidence as Lender may require as to the compliance of the Property with: (i) all applicable laws, codes, rules, regulations and ordinances, including, without limitation, those relative to environmental protection, protection of wetlands, building and zoning matters and the Americans with Disabilities Act; and (ii) the requirements of any restrictive covenants, conditions and restrictions; conditional use permit or planned unit development applicable to the Property.

(e) Compliance with the Programming Agreement. Deliver to Lender such evidence as Lender may require as to the compliance of Borrower and the Property with the Programming Agreement.

Lender may waive any of the above requirements in its sole discretion.

3. Disbursement of Loan. Upon receipt by Lender of all of the items required pursuant to Section 2 above in the form and condition required therein, Lender agrees to disburse the Loan proceeds to Borrower.

4. Access to Property. Lender and its respective representatives shall have at all reasonable times the right to enter and have free access to the Property and the right to inspect the Property.

5. Time of Essence. Time is of the essence in the performance of this Agreement.

6. Assignability. The Borrower shall not assign this Agreement without written consent of Lender, which consent may be withheld, conditioned or delayed in Lender's sole discretion. Lender may freely assign or otherwise transfer (including by participation) all or any part of its interest in the Loan or any or all of the Loan documents, in Lender's sole discretion.

7. Miscellaneous Covenants of Borrower. Borrower covenants and agrees with Lender that, without cost to Lender, Borrower will:

(a) Performance of Conditions. Promptly keep, perform and comply with all of the terms, covenants and conditions to be kept and performed by Borrower, as required by the Lender and any other governmental body having jurisdiction over the Property, including, without limitation, the Programming Agreement; keep unimpaired the rights of Borrower under any permit or agreement issued or made by any governmental body having jurisdiction over the Property; and to enforce the prompt performance of all of the terms, covenants and conditions to be kept and performed by any governmental body having jurisdiction over the Property, respectively, under any permits or agreements issued or made by such governmental bodies, and any contractors under all contracts obtained or held by Borrower in connection with operation of the Borrower's businesses.

(b) Borrower's Fundraising and Property Debt Extinguishment. Borrower acknowledges and understands that Lender has only agreed to issue the Loan due to Borrower's representation that Borrower has raised sufficient funds to retire all debt associated with or affecting the Property and that no debt shall be incurred or encumber the Property for a period of ten (10) years from the date of this Agreement, without obtaining prior approval from the City. Accordingly, on or before the execution of this Agreement, the Mortgage and the Note, Borrower shall provide Lender with sufficient records related to the Property, including, but not necessarily limited to, title work, releases of mortgages, itemized invoices and receipts, that unequivocally establish and confirm that no debt exists as to the Property. Lender, in its sole discretion, shall have the right to request from Borrower additional records to prove adherence to this Section 7.(b) if it is not satisfied with the documentation provided by Borrower. Borrower shall comply with all such requests.

(c) Performance of Note, Mortgage and Agreement. Without limiting the foregoing, keep and perform all of the terms, covenants, conditions and requirements of the Note, the Mortgage and this Agreement.

(d) Insurance. During the term of this Agreement, Borrower shall procure and maintain or cause to be procured and maintained at its sole expense, casualty insurance, public liability insurance and such other types of insurance as are reasonably required by Lender from time to time, with coverages and in amounts normally held by owners of property similar to the Property (as improved) and with companies satisfactory to Lender.

Upon request by Lender, the policy or policies or duly executed certificate or certificates for such insurance and renewals or replacements thereof shall be deposited with Lender.

(e) Default Notices. Provide Lender with a copy of any default notice received by the Borrower pursuant to any documents related to any financing secured by the Property (to the extent that such notice is sent by a party other than Lender), promptly after receipt of the same.

(f) Continual Operation. For ten (10) years from the date of this Agreement, Borrower will: (i) maintain its status as a non-profit corporation; and (ii) operate its business from the Property in a first class manner.

8. Warranties. Borrower represents and warrants to Lender the following:

(a) The Borrower is a duly formed, validly existing and in good standing non-profit corporation under the laws of the State of Minnesota.

(b) The making and performance of this Agreement and the execution and delivery of the Note, the Mortgage and any other instrument required hereunder are within the powers of the Borrower and have been duly authorized by all necessary corporate action on the part of the Borrower. This Agreement, the Mortgage and the Note and any other instruments required hereunder have been duly executed and delivered and are the legal, valid and binding obligations of the Borrower, legally enforceable against it.

(c) No litigation, tax claims or governmental proceedings are pending or threatened against the Borrower or the Property, and no judgment or order of any court or administrative agency is outstanding against the Borrower or the Property which would have a material adverse effect on Borrower or the Property.

(d) Borrower has filed all tax returns (federal and state) required to be filed for all prior years and paid all taxes shown thereon to be due, including interest and penalties. Borrower will file all such returns and pay all such taxes for the current and future years.

(e) All information, financial or other, which has been submitted by Borrower in connection with the Loan is true, accurate and complete in all material respects.

9. Indemnification. Borrower agrees to indemnify Lender and save it harmless against all loss, liability, expense, or damages including but not limited to attorneys' fees, which may arise by reason of the assertion of any rights under this Agreement, the Mortgage or the Note.

10. Defaults. Each of the following shall constitute an Event of Default:

(a) If Borrower fails to adhere to any of the express covenants contained in Section 7 of this Agreement.

(b) Bankruptcy, reorganization, assignment, insolvency or liquidation proceedings, or other proceedings for relief under any applicable bankruptcy law or other law for relief of debtors are instituted by or against the Borrower and, if such proceedings are instituted against the Borrower, an order, judgment or decree, without the consent of Borrower appointing a trustee or receiver for the Borrower or any part of its property or approving a petition under the bankruptcy laws of the United States or any similar laws of any state or other competent jurisdiction, shall have remained in force undischarged or unstayed for a period of 30 days.

(c) Any judgment, attachment, garnishment or other similar process is entered against either of the Borrower or against any property or assets the Borrower and is not released, satisfied or discharged or bonded to Lender's satisfaction within 30 days of entry.

(d) If Borrower: (i) fails to pay when due any amount due under this Agreement, the Mortgage or the Note; (ii) fails to perform any other obligation to be performed under this Agreement, the Note, the Mortgage, or any other document executed by Borrower pursuant to this Agreement; or (iii) fails to pay any amount or perform any obligation under any other note, or other agreement now or hereafter made by Borrower in favor of or with Lender or otherwise now or hereafter held by Lender, and such failure continues beyond any applicable cure period.

(e) Any representation or warranty by Borrower contained herein or in the Note, the Mortgage, or any other instrument required hereunder is false or untrue in any material respect when made.

Upon the occurrence of an Event of Default, Lender, at its option, shall, in addition to any other remedies which it might be entitled to by law, have the right to:

(a) Cancel this Agreement;

(b) Bring appropriate action to enforce such performance and the correction of such Event of Default;

(c) Declare the entire unpaid principal of the Note immediately due and payable without notice;

(f) Exercise any and all other rights or remedies it may have under this Agreement, the Note, the Mortgage, or otherwise.

11. Default under Note. The failure by Borrower to keep or perform any of the terms, covenants and conditions to be kept or performed under this Agreement shall constitute a default under the Note.

12. Notices. Any notices given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Borrower:

PARADISE CENTER FOR THE ARTS  
321 Central Avenue North  
Faribault, MN 55021  
Attn: Executive Director

If to Lender:

City of Faribault  
208 First Avenue NW  
Faribault, MN 55021  
Attn: City Administrator

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other party. Any notice delivered personally to Borrower shall be delivered to an officer of Borrower, and any notice delivered personally to Lender shall be delivered to an officer of Lender at the address for Lender for the mailing of notices. Either party may change its address for the giving of notices by giving the other party at least ten (10) days' notice in the manner provided above.

13. Headings. The headings used in this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.

14. Bindings on Successors and Assigns. Subject to the limitations on transfer contained in this Agreement, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Minnesota, without giving effect to any choice or conflict of law provision or rule.

16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original and all of which shall constitute the same agreement.

17. Entire Agreement. This Agreement, the Note, the Mortgage, and the other documents executed by Borrower and/or Lender pursuant to this Agreement contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior understandings and agreements, both oral and written. This Agreement may be amended only in a writing signed by the parties hereto.

18. Fees and Expenses. Borrower agrees to pay to Lender immediately upon demand all costs and expenses, including, without limitation, all attorneys' fees, incurred by Lender in connection with the enforcement of the Lender's rights and/or the collection of any amounts which become due to Lender under this Agreement, the Note, the Mortgage, or the other documents executed in connection herewith; and the prosecution or defense of any action in any way related

to this Agreement, the Note, the Mortgage, or the other documents executed in connection herewith.

19. Business Subsidies Act. This Agreement does not constitute a business subsidy pursuant to the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidies Act”) based upon the Programming Agreement and the authority provided therein for the program and cooperative actions established between the Borrower and Lender.

20. Incorporation of Recitals. The recitals set forth above in this Agreement are incorporated into and made part of this Agreement.

**[Signature Page follow]**

## Signature Page to Loan Agreement

IN TESTIMONY WHEREOF, each of the parties hereto has caused these presents to be effective as of the day and year first above written.

### PARADISE CENTER FOR THE ARTS

By: \_\_\_\_\_  
Name: James P. Braucher  
Its: President

By: \_\_\_\_\_  
Name: Heidi A. Nelson  
Its: Executive Director

### CITY OF FARIBAULT

By: \_\_\_\_\_  
Kevin F. Voracek  
Its: Mayor

By: \_\_\_\_\_  
Timothy C. Murray  
Its: City Administrator

## MORTGAGE AGREEMENT

THIS MORTGAGE is given on \_\_\_\_\_, 2021. Borrower is PARADISE CENTER FOR THE ARTS, a Minnesota non-profit corporation ("Borrower"). This Mortgage is given to the City of Faribault, a Minnesota municipal corporation (the "Lender"). Borrower owes Lender the principal sum of \$250,000.00. This debt is evidenced by a promissory note, dated as of even date herewith (the "Note"). This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced to protect the security of this Mortgage; (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note; and (d) is subject to the terms and conditions of that certain Loan Agreement between Borrower and Lender and dated as of \_\_\_\_\_, 2021. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the property located in Rice County, Minnesota and fully described in the attached Exhibit A, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record and as set forth in paragraph 17. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES. Borrower shall promptly pay when due the principal on the debt evidenced by the Note and any late charges due under the Note.

2. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment.

Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner reasonably acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within thirty (30) days of the giving of notice.



3. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender reasonably requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld or delayed. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be reasonably acceptable to Lender and shall include a standard mortgage clause. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Provided that Borrower is not in default under the Note or this Mortgage, Borrower shall have the right to receive and apply such insurance proceeds to reduction of the principal balance of the Note.

If under paragraph 15 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. PROTECTION OF THE PROPERTY. Borrower shall not destroy or damage the Property or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 13, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of Borrower's interest in the Property or other material impairment of the lien created by this Mortgage or Lender's security interest. Borrower shall also be in default if Borrower gave materially false or inaccurate information or statements to Lender in connection with the loan evidenced by the Note.

5. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, condemnation or forfeiture), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at a rate equal to the interest rate on the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property.

7. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, if any, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

8. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower.

10. LOAN CHARGES. If the loan secured by this Mortgage is or becomes subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

11. NOTICES. Any notice to Borrower provided for in this Mortgage shall be given by delivering it personally or by mailing it by first class United States mail, postage prepaid, return receipt requested. The notice shall be directed to Borrower at 321 Central Avenue North, Faribault, Minnesota 55021, or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given or mailed 208 NW 1<sup>st</sup> Avenue, Faribault, Minnesota 55021, Attn: City Administrator, or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of the state of Minnesota. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

13. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

14. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property, except those solvents, oils, cleaning materials, and other substances as are used in the ordinary course of Borrower's business. Borrower shall not do, and will use its best efforts not to allow anyone else to do, anything affecting the Property that is in violation of any environmental law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory Lender, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with that environmental law.

As used in this paragraph 14, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 14, "environmental law" means federal or state laws that relate to environmental protection.

15. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower by which the default must be cured, provided, however, if Borrower is diligently pursuing a cure, Borrower shall have such additional time as is reasonably necessary to complete the cure; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this

Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of any sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys fees.

If Lender invokes the power of sale, Lender shall cause a copy of a notice of sale to be served upon any person in possession of the Property. Lender shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

16. RELEASE OF MORTGAGE. Upon payment of all sums secured by this Mortgage or fulfillment of the Expiration Date as defined in the Loan Agreement, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

17. PRIOR LIENS. Lender acknowledges this Mortgage is subordinate to previously recorded liens on the Property, including the following:

- (a) None.

**PARADISE CENTER FOR THE ARTS**

By: \_\_\_\_\_  
Name: James P. Braucher  
Its: President

By: \_\_\_\_\_  
Name: Heidi A. Nelson  
Its: Executive Director

STATE OF MINNESOTA    )  
                                          ) SS.  
COUNTY OF RICE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by James P. Braucher, the President, and Heidi A. Nelson, the Executive Director of PARADISE CENTER FOR THE ARTS, a Minnesota non-profit corporation, on behalf of said non-profit corporation.

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

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)  
Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A  
TO MORTGAGE**

**LEGAL DESCRIPTION**

That property located within the city of Faribault, Rice County, Minnesota and legally described as follows:

**Lot 7, Block 46 of the Original Town (now City) of Faribault, Rice County, Minnesota.**

## PROMISSORY NOTE

\$250,000

October 12, 2021

PARADISE CENTER FOR THE ARTS, a Minnesota non-profit corporation (the "Borrower"), for value received, hereby promises to pay to the City Faribault, a Minnesota municipal corporation or its assigns (the Lender and any assigns are hereinafter referred to as the "Lender"), at its designated principal office or such other place as the Lender may designate in writing, the principal sum of two hundred fifty thousand and No/100 Dollars (\$250,000) or so much thereof as may be advanced under this Note, with interest as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America.

1. Except as provided in Section 3 of this Note, the Loan shall bear interest at zero percent (0.0%). Interest, if any in accordance with Section 3 of this Note, shall commence to accrue as to the amount disbursed in accordance with the Loan Agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement") evidencing the terms of the loan evidenced by this Note.
2. Subject to Section 3 of this Note up to \$250,000 of the principal balance of this Note (the "Forgivable Loan") shall be forgiven and deemed paid on the Expiration Date (as defined in the Loan Agreement).
3. If the terms and conditions of the Loan Agreement are not met in whole or in part or the Borrower does not continue operations through the Expiration Date, the Borrower agrees to repay the principal balance of this Promissory Note on a pro-rata basis for the term remaining through the Expiration Date ("Recapture Principal") (e.g., for each fully-completed year of operations by the Borrower, the outstanding principle amount remaining under this Note shall be reduced by ten percent (10 %)). Recapture Principal shall be repaid not later than 30 days after the Lender notifies the Borrower of the amount to be repaid.
4. The Borrower shall have the right to prepay the principal of this Note, in whole or in part, without prepayment penalty.
5. This Note is given pursuant to the Loan Agreement and is secured by a Mortgage Agreement of even date herewith (the "Mortgage Agreement") covering certain property located in Rice County, Minnesota. In the event any such security is found to be invalid for whatever reason, such invalidity shall constitute an event of default hereunder.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, or any instrument securing this Note, including the Mortgage Agreement, are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note. If a default occurs under the Loan Agreement, or any instrument securing this Note, including the Mortgage Agreement, then the Lender of this Note may at its right and option, without notice, declare immediately due and payable the principal balance of this Note, together with any costs

of collection including attorney fees incurred by the Lender of this Note in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder, or under any instrument securing this Note. The Borrower agrees that the Lender of this Note may, without notice to the Borrower of this Note and without affecting the liability of the Borrower of this Note, accept additional or substitute security for this Note, or release any security or any party liable for this Note or extend or renew this Note.

6. The remedies of the Lender of this Note as provided herein, and in the Loan Agreement, or any other instrument securing this Note, including the Mortgage Agreement, shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Lender of this Note, may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender of this Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender of this Note and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

7. This Note shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Note shall be heard in the state or federal courts of Minnesota, and all parties to this Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
8. The headings used in this Note are solely for convenience of reference, are no part of this Note, and are not to be considered in construing or interpreting this Note.
9. This Note, with the other Loan Documents, constitutes the entire Note between the parties pertaining to its subject matter and it supersedes all prior contemporaneous Notes, representations, and understandings of the parties pertaining to the subject matter of this Note.
10. Wherever possible, each provision of this Note and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Note or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or any other related document.
11. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.



IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

PARADISE CENTER FOR THE ARTS

By: \_\_\_\_\_  
James P. Braucher  
Its: President

By: \_\_\_\_\_  
Heidi A. Nelson  
Its: Executive Director



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-211 Adopting Special Assessments for 2021 Street Overlay and Sidewalk Improvements - City Contract 2021-02

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### Background:

Resolution 2021-187 adopted on September 14, 2021, declared the cost to be assessed and set a special assessment hearing date of October 12, 2021 for the 2021 Street Overlay and Sidewalk Improvements project – City Contract 2021-02. Notices of the hearing were sent to the benefited properties and published in the Daily News as required by law.

The assessment rates for street overlays for 2020 are as follows, as adopted by Resolution 2020-152, subject to credits per City policy:

#### Bituminous Street Overlays

|                                              |              |
|----------------------------------------------|--------------|
| Low Density Residential Property             | \$23.00/l.f  |
| High Density Residential Property            | \$23.00/l.f. |
| Commercial/Industrial/Institutional Property | \$25.00/l.f. |

#### Sidewalk

|                                              |              |
|----------------------------------------------|--------------|
| Residential Property                         | \$ 6.00/l.f  |
| Commercial/Industrial/Institutional Property | \$23.00/l.f. |

The City has received no written objections to the proposed assessments.

The attached special assessment roll proposes to assess a total of 161 parcels in the amount of \$294,204.92 (34.1%) out of a total estimated project cost of \$861,500.00. The assessments will be payable over a period of fifteen (15) years with an interest rate of 2.5%. A copy of the special assessment roll is attached, as well as a copy of the notice that was published and mailed to individual property owners.

**Recommendation:**

Approve Resolution 2021-211 Adopting Special Assessments for 2021 Street Overlay and Sidewalk Improvements - City Contract 2021-02

**Attachments:**

1. Resolution 2021-211 Adopting Special Assessments for Contract 2021-2
2. (2021-02) Special Assessment Roll - Final
3. Bituminous Overlay (2021-02) Notice of Proposed Assessment Letter and Affidavit of Mailing
4. (2021-02) LocationMap

## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-211**

#### **ADOPTING SPECIAL ASSESSMENTS FOR THE 2021 STREET OVERLAY AND SIDEWALK IMPROVEMENTS -CITY CONTRACT 2021-02**

**WHEREAS**, Resolution 2021-187, adopted on September 14, 2021, established a special assessment hearing date of October 12, 2021, for the 2021 Street Overlay & Sidewalk Improvements project (Contract 2021-02), and;

**WHEREAS**, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed special assessments for said improvement project.

**NOW, THEREFORE BE IT RESOLVED**, that the proposed assessment roll, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessments against the lands named therein, and each tract of land there included is found to be benefited by the proposed improvement in the amount of the assessment levied against it.

**ALSO, BE IT RESOLVED**, that such assessments shall be payable in equal annual installments which shall extend over a period of fifteen (15) years and shall bear interest at the rate of 2.50 per cent annum from the date of adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid assessments. Said installments shall be certified upon the property tax list of the County and paid in the same manner as other municipal taxes.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

| PARCELID                                              | DEEDHOLD                        | STREET<br>NUM | STREETNAME   | MAIL ADDRESS         | MAILCITY  | MAIL<br>STATE | MAILZIP | TOTAL<br>FRONTAGE | ASSESSED<br>FRONTAGE | OVERLAY<br>RATE | OVERLAY<br>AMOUNT | SIDEWALK<br>RATE | SIDEWALK<br>AMOUNT | TOTAL<br>ASSESSMENT |
|-------------------------------------------------------|---------------------------------|---------------|--------------|----------------------|-----------|---------------|---------|-------------------|----------------------|-----------------|-------------------|------------------|--------------------|---------------------|
| <b>Cardinal Avenue (Woodland Drive to 30th St NW)</b> |                                 |               |              |                      |           |               |         |                   |                      |                 |                   |                  |                    |                     |
| 1824278004                                            | MITCHELL & BREHANNA M KUSNIEREK | 2707          | CARDINAL AVE | 2707 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 122.29            | 61.15                | \$21.00         | \$1,284.05        |                  |                    | \$1,284.05          |
| 1824303001                                            | SALAMA INVESTMENTS LLC          | 2700          | CARDINAL AVE | 2700 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 383.27            | 191.64               | \$25.00         | \$4,790.88        |                  |                    | \$4,790.88          |
| 1824305001                                            | PATRICK M CASHIN                | 2610          | CARDINAL AVE | 24178 EATON AVE      | FARIBAULT | MN            | 55021   | 224.76            | 224.76               | \$23.00         | \$5,169.48        |                  |                    | \$5,169.48          |
| 1824305002                                            | KELLY M & JANE LIVINGOOD        | 2542          | PARK AVE NW  | 2542 PARK AVE        | FARIBAULT | MN            | 55021   | 48.93             | 24.47                | \$21.00         | \$513.77          |                  |                    | \$513.77            |
| 1824306001                                            | JEHOVAHS WITNESSES INC          |               |              | 2618 PARK AVE        | FARIBAULT | MN            | 55021   | 100.00            | 50.00                | \$21.00         | \$1,050.00        |                  |                    | \$1,050.00          |
| 1824306002                                            | JEHOVAHS WITNESSES INC          | 2618          | PARK AVE NW  | 2618 PARK AVE        | FARIBAULT | MN            | 55021   | 393.78            | 196.89               | \$25.00         | \$4,922.25        |                  |                    | \$4,922.25          |
| 1824425004                                            | JOHN R & CAROLE J EVANS         | 2020          | WOODLAND DR  | 2020 WOODLAND DR     | FARIBAULT | MN            | 55021   | 137.83            | 68.92                | \$21.00         | \$1,447.22        | \$6.50           | \$447.95           | \$1,895.17          |
| 1824425005                                            | SSM1 LLC                        | 2413          | CARDINAL AVE | N9980 SHORE DR       | AU TRAIN  | MI            | 49806   | 250.00            | 125.00               | \$21.00         | \$2,625.00        | \$6.50           | \$812.50           | \$3,437.50          |
| 1824425006                                            | CHARLES R & ROSE A DUBE TRUST   | 2425          | CARDINAL AVE | 2425 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 670.00            | 200.00               | \$21.00         | \$4,200.00        | \$6.50           | \$1,300.00         | \$5,500.00          |
| 1824427021                                            | MARCO DORANTES                  | 1625          | RONDARWAL LN | 1625 RONDARWAL LN    | FARIBAULT | MN            | 55021   | 105.00            | 52.50                | \$21.00         | \$1,102.50        | \$6.50           | \$341.25           | \$1,443.75          |
| 1824427022                                            | ANDREW & TIERNEY WESTENBERG     | 2540          | CARDINAL AVE | 1603 RONDARWAL LN    | FARIBAULT | MN            | 55021   | 127.01            | 63.51                | \$21.00         | \$1,333.61        | \$6.50           | \$412.78           | \$1,746.39          |
| 1824427023                                            | EARL R & BETTY LOCKWOOD         | 2528          | CARDINAL AVE | 2528 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 142.00            | 142.00               | \$21.00         | \$2,982.00        | \$6.50           | \$923.00           | \$3,905.00          |
| 1824427024                                            | BETTY J REGTSCHNIG              | 2516          | CARDINAL AVE | 2516 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 108.03            | 108.03               | \$21.00         | \$2,268.63        | \$6.50           | \$702.20           | \$2,970.83          |
| 1824427025                                            | GREGORY & JESSICA PAINE         | 2504          | CARDINAL AVE | 1222 1ST ST NE       | FARIBAULT | MN            | 55021   | 82.00             | 82.00                | \$21.00         | \$1,722.00        | \$6.50           | \$533.00           | \$2,255.00          |
| 1824427026                                            | NG BARR PROPERTIES LLC          | 2424          | CARDINAL AVE | 4720 CANNON LAKE TRL | FARIBAULT | MN            | 55021   | 100.93            | 100.93               | \$21.00         | \$2,119.53        | \$6.50           | \$656.05           | \$2,775.58          |
| 1824427027                                            | BRIAN W & ANTOINETTE J SCHMIDT  | 2418          | CARDINAL AVE | 2418 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 102.08            | 102.08               | \$21.00         | \$2,143.68        | \$6.50           | \$663.52           | \$2,807.20          |
| 1824427028                                            | KENNETH I & BARBARA DUBBELS     | 2414          | CARDINAL AVE | 2414 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 108.02            | 108.02               | \$21.00         | \$2,268.42        | \$6.50           | \$702.13           | \$2,970.55          |
| 1824427029                                            | BLANCHE STICHA                  |               |              | 217 MOTT AVE NE      | FARIBAULT | MN            | 55021   | 22.41             | 0.00                 | \$21.00         | \$0.00            | \$6.50           | \$0.00             | \$0.00              |
| 1824450002                                            | ALBERT H & DEBRA L KUIPER       | 2325          | CARDINAL AVE | 2325 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 975.00            | 75.00                | \$21.00         | \$0.00            | \$6.50           | \$487.50           | \$487.50            |
| 1824450018                                            | WALTER DUBE                     | 2349          | CARDINAL AVE | 2349 CARDINAL AVE    | FARIBAULT | MN            | 55021   | 0.00              | 50.00                | \$21.00         | \$1,050.00        | \$6.50           | \$325.00           | \$1,375.00          |
|                                                       |                                 |               |              |                      |           |               |         |                   |                      |                 |                   |                  |                    | \$51,299.90         |

**Forest Lane (Woodland Drive to north cul-de-sac)**

|            |                                   |      |                  |                   |           |    |       |        |        |         |            |  |  |             |
|------------|-----------------------------------|------|------------------|-------------------|-----------|----|-------|--------|--------|---------|------------|--|--|-------------|
| 1824402007 | TROY D & TARA DUNN                | 1302 | FOREST LN        | 1302 FOREST LN    | FARIBAULT | MN | 55021 | 109.56 | 109.56 | \$21.00 | \$2,300.76 |  |  | \$2,300.76  |
| 1824402008 | GERALD & LOUISE GROSCKREUTZ       | 1306 | FOREST LN        | 1306 FOREST LN    | FARIBAULT | MN | 55021 | 173.00 | 173.00 | \$21.00 | \$3,633.00 |  |  | \$3,633.00  |
| 1824402009 | CHARLES P BUDDE TRUST             | 1310 | FOREST LN        | 1310 FOREST LN    | FARIBAULT | MN | 55021 | 296.25 | 148.13 | \$21.00 | \$3,110.63 |  |  | \$3,110.63  |
| 1824402010 | ANTHONY P & CAROL A LANGERUD      | 1321 | FOREST LN        | 1321 FOREST LN    | FARIBAULT | MN | 55021 | 133.44 | 133.44 | \$21.00 | \$2,802.24 |  |  | \$2,802.24  |
| 1824402013 | MARK D & LYDIA S FITZGERALD       | 1317 | FOREST LN        | 1317 FOREST LN    | FARIBAULT | MN | 55021 | 82.89  | 82.89  | \$21.00 | \$1,740.69 |  |  | \$1,740.69  |
| 1824402014 | STEVEN M & MARY LIPINSKI          | 1315 | FOREST LN        | 1315 FOREST LN    | FARIBAULT | MN | 55021 | 99.79  | 99.79  | \$21.00 | \$2,095.59 |  |  | \$2,095.59  |
| 1824402015 | JENENE D & ROBIN L JOHNSON        | 1309 | FOREST LN        | 1309 FOREST LN    | FARIBAULT | MN | 55021 | 171.16 | 171.16 | \$21.00 | \$3,594.36 |  |  | \$3,594.36  |
| 1824402016 | SCOTT E & KARI BOLDT              | 1305 | FOREST LN        | 1305 FOREST LN    | FARIBAULT | MN | 55021 | 174.28 | 174.28 | \$21.00 | \$3,659.88 |  |  | \$3,659.88  |
| 1824402017 | ROBERT K & PATRICIA JOHNSON TRUST | 1301 | FOREST LN        | 1301 FOREST LN    | FARIBAULT | MN | 55021 | 90.12  | 90.12  | \$21.00 | \$1,892.52 |  |  | \$1,892.52  |
| 1824426020 | GLEN W & SHIRLEY NORGAAARD        | 2504 | WOODHURST DR     | 2504 WOODHURST DR | FARIBAULT | MN | 55021 | 88.94  | 44.47  | \$21.00 | \$933.87   |  |  | \$933.87    |
| 1824426021 | MARY M HEIDEMAN                   | 1412 | FOREST LN        | 1412 FOREST LN    | FARIBAULT | MN | 55021 | 90.00  | 90.00  | \$21.00 | \$1,890.00 |  |  | \$1,890.00  |
| 1824426022 | JOHN & LESTER W MILLER JR MILLER  | 1422 | FOREST LN        | 1422 FOREST LN    | FARIBAULT | MN | 55021 | 100.00 | 100.00 | \$21.00 | \$2,100.00 |  |  | \$2,100.00  |
| 1824426023 | MARK & EILEEN KRIECHBAUM          | 2429 | WOODLAND DR      | 2429 WOODLAND DR  | FARIBAULT | MN | 55021 | 63.66  | 31.83  | \$21.00 | \$668.43   |  |  | \$668.43    |
| 1824426029 | NIELWIN & TACIE ANDERKA DEVASIR   | 2505 | WOODHURST DR     | 2505 WOODHURST DR | FARIBAULT | MN | 55021 | 134.74 | 67.37  | \$21.00 | \$1,414.77 |  |  | \$1,414.77  |
| 1824426030 | MICHAEL G & MARY N RICHIE         | 2425 | WOODHURST DR     | 2425 WOODHURST DR | FARIBAULT | MN | 55021 | 134.97 | 67.49  | \$21.00 | \$1,417.19 |  |  | \$1,417.19  |
| 1824426034 | COLBY J & KATHLEEN S LINNEMANN    | 2432 | WOODHURST DR     | 2432 WOODHURST DR | FARIBAULT | MN | 55021 | 140    | 70.00  | \$21.00 | \$1,470.00 |  |  | \$1,470.00  |
| 1824426035 | PHILIP T & JULIE M ZWEBER TRUST   | 2425 | 2425 WOODLAND DR | 2425 WOODLAND DR  | FARIBAULT | MN | 55021 | 175.45 | 87.73  | \$21.00 | \$1,842.23 |  |  | \$1,842.23  |
|            |                                   |      |                  |                   |           |    |       |        |        |         |            |  |  | \$36,566.16 |

| PARCELID                                                      | DEEDHOLD                              | STREET<br>NUM | STREETNAME     | MAIL ADDRESS         | MAILCITY   | MAIL<br>STATE | MAILZIP | TOTAL<br>FRONTAGE | ASSESSED<br>FRONTAGE | OVERLAY<br>RATE | OVERLAY<br>AMOUNT | SIDEWALK<br>RATE | SIDEWALK<br>AMOUNT | TOTAL<br>ASSESSMENT |
|---------------------------------------------------------------|---------------------------------------|---------------|----------------|----------------------|------------|---------------|---------|-------------------|----------------------|-----------------|-------------------|------------------|--------------------|---------------------|
| <b>Greenleaf Road (Park Avenue NW to Woodhurst Drive)</b>     |                                       |               |                |                      |            |               |         |                   |                      |                 |                   |                  |                    |                     |
| 1824426003                                                    | FARIBAULT CITY                        | 1516          | GREENLEAF RD   | 208 1ST AVE NW       | FARIBAULT  | MN            | 55021   | 341.70            | 341.70               | \$21.00         | \$7,175.70        |                  |                    | \$7,175.70          |
| 1824426004                                                    | REED A JOHNSON TRUST                  | 1428          | GREENLEAF RD   | 1428 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 85.30             | 85.30                | \$21.00         | \$1,791.30        |                  |                    | \$1,791.30          |
| 1824426005                                                    | SCOTT R & CATALINA E REINEKE          | 1502          | GREENLEAF RD   | 1502 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 82.00             | 82.00                | \$21.00         | \$1,722.00        |                  |                    | \$1,722.00          |
| 1824426006                                                    | DAVID A & KRISTINE A SOUKUP           |               |                | 1508 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 3.00              | 3.00                 | \$21.00         | \$63.00           |                  |                    | \$63.00             |
| 1824426007                                                    | NG BARR PROPERTIES LLC                | 2616          | WOODHURST DR   | 4720 CANNON LAKE TRL | FARIBAULT  | MN            | 55021   | 104.76            | 52.38                | \$21.00         | \$1,099.98        |                  |                    | \$1,099.98          |
| 1824426008                                                    | NG BARR PROPERTIES LLC                | 1415          | GREENLEAF RD   | 4720 CANNON LAKE TRL | FARIBAULT  | MN            | 55021   | 105.00            | 52.50                | \$21.00         | \$1,102.50        |                  |                    | \$1,102.50          |
| 1824426009                                                    | RONALD & SUSAN CARPENTER              | 2613          | HUNTINGTON CIR | 2613 HUNTINGTON CIR  | FARIBAULT  | MN            | 55021   | 97.89             | 48.95                | \$21.00         | \$1,027.85        |                  |                    | \$1,027.85          |
| 1824426010                                                    | MARK & MARY ZENTNER                   | 1501          | GREENLEAF RD   | 1501 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 98.62             | 49.31                | \$21.00         | \$1,035.51        |                  |                    | \$1,035.51          |
| 1824427001                                                    | DAVID A & KRISTINE A SOUKUP           | 1508          | GREENLEAF RD   | 1508 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 127.50            | 127.50               | \$21.00         | \$2,677.50        |                  |                    | \$2,677.50          |
| 1824427002                                                    | RICKEY L & DEBORAH L BARR             | 1524          | GREENLEAF RD   | 1524 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 127.50            | 127.50               | \$21.00         | \$2,677.50        |                  |                    | \$2,677.50          |
| 1824427003                                                    | WAYNE & ROSEMARY VANTHOMME            | 1600          | GREENLEAF RD   | 1600 GREEN LEAF RD   | FARIBAULT  | MN            | 55021   | 152.44            | 77.99                | \$21.00         | \$1,637.79        |                  |                    | \$1,637.79          |
| 1824427004                                                    | BRETT ANDERSEN                        | 1610          | GREENLEAF RD   | 1123 WILDROSE CT     | NORTHFIELD | MN            | 55057   | 106.61            | 81.54                | \$21.00         | \$1,712.34        |                  |                    | \$1,712.34          |
| 1824427005                                                    | CHRISTIAN VON RUDEN & MARLA MCDONOUGH | 1618          | GREENLEAF RD   | 1618 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 95.63             | 47.82                | \$21.00         | \$1,004.12        |                  |                    | \$1,004.12          |
| 1824427006                                                    | RICHARD W & GRACE CASSON              | 1525          | GREENLEAF RD   | 1525 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 120.00            | 60.00                | \$21.00         | \$1,260.00        |                  |                    | \$1,260.00          |
| 1824427007                                                    | DAVID A KITZMAN                       | 1601          | GREENLEAF RD   | 1601 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 159.97            | 87.48                | \$21.00         | \$1,837.08        |                  |                    | \$1,837.08          |
| 1824427008                                                    | RICHARD & KIMBERLY NESS               | 1615          | GREENLEAF RD   | 1615 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 159.97            | 79.99                | \$21.00         | \$1,679.69        |                  |                    | \$1,679.69          |
| 1824427012                                                    | BRIAN E LITTLE                        | 1509          | GREENLEAF RD   | 1509 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 105.00            | 52.50                | \$21.00         | \$1,102.50        |                  |                    | \$1,102.50          |
|                                                               |                                       |               |                |                      |            |               |         |                   |                      |                 |                   |                  |                    | \$30,606.36         |
| <b>Huntington Circle (Greenleaf Road to south cul-de-sac)</b> |                                       |               |                |                      |            |               |         |                   |                      |                 |                   |                  |                    |                     |
| 1824426009                                                    | RONALD & SUSAN CARPENTER              | 2613          | HUNTINGTON CIR | 2613 HUNTINGTON CIR  | FARIBAULT  | MN            | 55021   | 100.98            | 50.49                | \$21.00         | \$1,060.29        |                  |                    | \$1,060.29          |
| 1824426010                                                    | MARK & MARY ZENTNER                   | 1501          | GREENLEAF RD   | 1501 GREENLEAF RD    | FARIBAULT  | MN            | 55021   | 120.73            | 60.37                | \$21.00         | \$1,267.67        |                  |                    | \$1,267.67          |
| 1824426011                                                    | JOSHUA & KERI SIMON                   | 2602          | HUNTINGTON CIR | 2602 HUNTINGTON CIR  | FARIBAULT  | MN            | 55021   | 76.98             | 76.98                | \$21.00         | \$1,616.58        |                  |                    | \$1,616.58          |
| 1824426012                                                    | MARTIN L & JUDITH P REDMAN            | 2532          | HUNTINGTON CIR | 2530 HUNTINGTON CIR  | FARIBAULT  | MN            | 55021   | 66.39             | 33.20                | \$21.00         | \$697.10          |                  |                    | \$697.10            |
| 1824426013                                                    | MARTIN & JUDITH P REDMAN              | 2530          | HUNTINGTON CIR | 2530 HUNTINGTON CIR  | FARIBAULT  | MN            | 55021   | 45.00             | 45.00                | \$21.00         | \$945.00          |                  |                    | \$945.00            |
| 1824426014                                                    | ROBERT D & TINA L SHANKEY             | 2531          | HUNTINGTON CIR | 2531 HUNTINGTON CIR  | FARIBAULT  | MN            | 55021   | 46.34             | 46.34                | \$21.00         | \$973.14          |                  |                    | \$973.14            |
| 1824426015                                                    | JASON A & TAYLOR CASANOVA             | 2601          | HUNTINGTON CIR | 2601 HUNTINGTON CIR  | FARIBAULT  | MN            | 55021   | 106.49            | 106.49               | \$21.00         | \$2,236.29        |                  |                    | \$2,236.29          |
|                                                               |                                       |               |                |                      |            |               |         |                   |                      |                 |                   |                  |                    | \$8,796.07          |
| <b>Rondarwal Lane (Park Avenue NW to Woodland Drive)</b>      |                                       |               |                |                      |            |               |         |                   |                      |                 |                   |                  |                    |                     |
| 1824427009                                                    | CURTIS D & CIERRA M ENNIS             | 1614          | RONDARWAL LN   | 1614 RONDARWAL LN    | FARIBAULT  | MN            | 55021   | 159.97            | 79.99                | \$21.00         | \$1,679.69        |                  |                    | \$1,679.69          |
| 1824427010                                                    | CHAD L CHRISTIANSEN                   | 1602          | RONDARWAL LN   | 1602 RONDARWAL LN    | FARIBAULT  | MN            | 55021   | 159.97            | 119.35               | \$21.00         | \$2,506.35        |                  |                    | \$2,506.35          |
| 1824427010                                                    | CHAD L CHRISTIANSEN                   | 1602          | RONDARWAL LN   | 1602 RONDARWAL LN    | FARIBAULT  | MN            | 55021   |                   |                      |                 |                   |                  |                    | \$731.60            |
| 1824427011                                                    | CORTLAN & CHARLOT CHRISTIANSEN        | 1524          | RONDARWAL LN   | 1524 RONDARWAL LN    | FARIBAULT  | MN            | 55021   | 120.73            | 60.37                | \$21.00         | \$1,267.67        |                  |                    | \$1,267.67          |
| 1824427019                                                    | TREVOR L & JAMIE M WHITE-TITUS        | 1521          | RONDARWAL LN   | 1521 RONDARWAL LN    | FARIBAULT  | MN            | 55021   | 117.40            | 58.70                | \$21.00         | \$1,232.70        |                  |                    | \$1,232.70          |
| 1824427020                                                    | ANDREW & TIERNEY WESTENBERG           | 1603          | RONDARWAL LN   | 1603 RONDARWAL LN    | FARIBAULT  | MN            | 55021   | 149.84            | 149.84               | \$21.00         | \$3,146.64        |                  |                    | \$3,146.64          |
| 1824427021                                                    | MARCO DORANTES                        | 1625          | RONDARWAL LN   | 2320 CHASE DR        | FARIBAULT  | MN            | 55021   | 176.61            | 88.31                | \$21.00         | \$1,854.41        |                  |                    | \$1,854.41          |
|                                                               |                                       |               |                |                      |            |               |         |                   |                      |                 |                   |                  |                    | \$12,419.06         |

| PARCELID                                             | DEEDHOLD                            | STREET<br>NUM | STREETNAME   | MAIL ADDRESS         | MAILCITY  | MAIL<br>STATE | MAILZIP | TOTAL<br>FRONTAGE | ASSESSED<br>FRONTAGE | OVERLAY<br>RATE | OVERLAY<br>AMOUNT | SIDEWALK<br>RATE | SIDEWALK<br>AMOUNT | TOTAL<br>ASSESSMENT |
|------------------------------------------------------|-------------------------------------|---------------|--------------|----------------------|-----------|---------------|---------|-------------------|----------------------|-----------------|-------------------|------------------|--------------------|---------------------|
| <b>Woodhurst Drive (Greenleaf Road to south end)</b> |                                     |               |              |                      |           |               |         |                   |                      |                 |                   |                  |                    |                     |
| 1824426007                                           | NG BARR PROPERTIES LLC              | 2616          | WOODHURST DR | 4720 CANNON LAKE TRL | FARIBAULT | MN            | 55021   | 100.02            | 50.01                | \$21.00         | \$1,050.21        |                  |                    | \$1,050.21          |
| 1824426016                                           | DANIEL G & SHAWNA L MOLLOY          | 2604          | WOODHURST DR | 2604 WOODHURST DR    | FARIBAULT | MN            | 55021   | 88.00             | 88.00                | \$21.00         | \$1,848.00        |                  |                    | \$1,848.00          |
| 1824426017                                           | DWIGHT & RUTH HILDEBRANDT           | 2526          | WOODHURST DR | 2526 WOODHURST DR    | FARIBAULT | MN            | 55021   | 88.00             | 88.00                | \$21.00         | \$1,848.00        |                  |                    | \$1,848.00          |
| 1824426018                                           | DWIGHT & BRENDA ELTHON              | 2518          | WOODHURST DR | 2518 WOODHURST DR    | FARIBAULT | MN            | 55021   | 101.54            | 101.54               | \$21.00         | \$2,132.34        |                  |                    | \$2,132.34          |
| 1824426019                                           | PAULA KADLEC                        | 2512          | WOODHURST DR | 2512 WOODHURST DR    | FARIBAULT | MN            | 55021   | 102.00            | 102.00               | \$21.00         | \$2,142.00        |                  |                    | \$2,142.00          |
| 1824426020                                           | GLEN W & SHIRLEY NORGAARD           | 2504          | WOODHURST DR | 2504 WOODHURST DR    | FARIBAULT | MN            | 55021   | 140.00            | 70.00                | \$21.00         | \$1,470.00        |                  |                    | \$1,470.00          |
| 1824426024                                           | RANDY & STEFANIE MEREDITH           | 2615          | WOODHURST DR | 2615 WOODHURST DR    | FARIBAULT | MN            | 55021   | 88.00             | 44.00                | \$21.00         | \$924.00          |                  |                    | \$924.00            |
| 1824426025                                           | STEVEN D & SANDRA A SHAW            | 2603          | WOODHURST DR | 2603 WOODHURST DR    | FARIBAULT | MN            | 55021   | 83.00             | 83.00                | \$21.00         | \$1,743.00        |                  |                    | \$1,743.00          |
| 1824426026                                           | JAMES & CHERYL KIRKPATRICK          | 2533          | WOODHURST DR | 2533 WOODHURST DR    | FARIBAULT | MN            | 55021   | 93.00             | 93.00                | \$21.00         | \$1,953.00        |                  |                    | \$1,953.00          |
| 1824426027                                           | ADIL K & KERIE ANDERKA LEBGUE       | 2525          | WOODHURST DR | 2519 WOODHURST DR    | FARIBAULT | MN            | 55021   | 88.00             | 88.00                | \$21.00         | \$1,848.00        |                  |                    | \$1,848.00          |
| 1824426028                                           | ADIL K & KERIE ANDERKA LEBGUE       | 2519          | WOODHURST DR | 2519 WOODHURST DR    | FARIBAULT | MN            | 55021   | 88.00             | 88.00                | \$21.00         | \$1,848.00        |                  |                    | \$1,848.00          |
| 1824426029                                           | NIELWIN S & TACIE K ANDERKA DEVASIR | 2505          | WOODHURST DR | 2505 WOODHURST DR    | FARIBAULT | MN            | 55021   | 177.77            | 88.89                | \$21.00         | \$1,866.59        |                  |                    | \$1,866.59          |
| 1824426030                                           | MICHAEL G & MARY N RICHIE           | 2425          | WOODHURST DR | 2425 WOODHURST DR    | FARIBAULT | MN            | 55021   | 88.00             | 44.00                | \$21.00         | \$924.00          |                  |                    | \$924.00            |
| 1824426031                                           | MICHAEL G & MARY N RICHIE           | 2425          | WOODHURST DR | 2425 WOODHURST DR    | FARIBAULT | MN            | 55021   | 90.00             | 90.00                | \$21.00         | \$1,890.00        |                  |                    | \$1,890.00          |
| 1824426032                                           | PATRICK J & WENDY ONEIL             | 2411          | WOODHURST DR | 2411 WOODHURST DR    | FARIBAULT | MN            | 55021   | 115.76            | 115.76               | \$21.00         | \$2,430.96        |                  |                    | \$2,430.96          |
| 1824426033                                           | SHAWN & SUANN FILLPI                | 2403          | WOODHURST DR | 2403 WOODHURST DR    | FARIBAULT | MN            | 55021   | 115.76            | 115.76               | \$21.00         | \$2,430.96        |                  |                    | \$2,430.96          |
| 1824426034                                           | COLBY J & KATHLEEN S LINNEMANN      | 2432          | WOODHURST DR | 2432 WOODHURST DR    | FARIBAULT | MN            | 55021   | 85.36             | 42.68                | \$21.00         | \$896.28          |                  |                    | \$896.28            |
| 1824426036                                           | COLBY J & KATHLEEN S LINNEMANN      | 2432          | WOODHURST DR | 2432 WOODHURST DR    | FARIBAULT | MN            | 55021   | 85.00             | 85.00                | \$21.00         | \$1,785.00        |                  |                    | \$1,785.00          |
| 1824426037                                           | WILLIAM T & LINDA L KNIGHT          | 2412          | WOODHURST DR | 2412 WOODHURST DR    | FARIBAULT | MN            | 55021   | 118.89            | 118.89               | \$21.00         | \$2,496.69        |                  |                    | \$2,496.69          |
| 1824426038                                           | BRIAN D PAUKERT                     | 2406          | WOODHURST DR | 2406 WOODHURST DR    | FARIBAULT | MN            | 55021   | 118.89            | 118.89               | \$21.00         | \$2,496.69        |                  |                    | \$2,496.69          |
|                                                      |                                     |               |              |                      |           |               |         |                   |                      |                 |                   |                  |                    | \$36,023.72         |

**Woodland Drive (Cardinal Avenue to Greenleaf Road)**

|            |                                      |      |              |                      |           |    |       |        |        |         |            |  |  |             |
|------------|--------------------------------------|------|--------------|----------------------|-----------|----|-------|--------|--------|---------|------------|--|--|-------------|
| 1824425001 | GREGORY P CIESLUK                    | 2421 | WOODLAND DR  | 2421 WOODLAND DR     | FARIBAULT | MN | 55021 | 85.31  | 85.31  | \$21.00 | \$1,791.51 |  |  | \$1,791.51  |
| 1824425002 | BRENT BREYER                         | 2411 | WOODLAND DR  | 2411 WOODLAND DR     | FARIBAULT | MN | 55021 | 181.45 | 181.45 | \$21.00 | \$3,810.45 |  |  | \$3,810.45  |
| 1824425003 | DENNIS P & V HACHFELD                | 2422 | WOODLAND DR  | 2422 WOODLAND DR     | FARIBAULT | MN | 55021 | 182.00 | 182.00 | \$21.00 | \$3,822.00 |  |  | \$3,822.00  |
| 1824425004 | JOHN R & CAROLE J EVANS              | 2020 | WOODLAND DR  | 2020 WOODLAND DR     | FARIBAULT | MN | 55021 | 168.00 | 84.00  | \$21.00 | \$1,764.00 |  |  | \$1,764.00  |
| 1824426023 | MARK & EILEEN KRIECHBAUM             | 2429 | WOODLAND DR  | 2429 WOODLAND DR     | FARIBAULT | MN | 55021 | 65.77  | 32.89  | \$21.00 | \$690.59   |  |  | \$690.59    |
| 1824426035 | PHILIP T & JULIE M ZWEBER TRUST      | 2425 | WOODLAND DR  | 2425 WOODLAND DR     | FARIBAULT | MN | 55021 | 132.43 | 66.22  | \$21.00 | \$1,390.52 |  |  | \$1,390.52  |
| 1824427006 | RICHARD W & GRACE CASSON             | 1525 | GREENLEAF RD | 1525 GREENLEAF RD    | FARIBAULT | MN | 55021 | 84.00  | 42.00  | \$21.00 | \$882.00   |  |  | \$882.00    |
| 1824427011 | CORTLAN & CHARLOT CHRISTIANSEN       | 1524 | RONDARWAL LN | 1524 RONDARWAL LN    | FARIBAULT | MN | 55021 | 84.00  | 42.00  | \$21.00 | \$882.00   |  |  | \$882.00    |
| 1824427012 | BRIAN E LITTLE                       | 1509 | GREENLEAF RD | 1509 GREENLEAF RD    | FARIBAULT | MN | 55021 | 100.00 | 50.00  | \$21.00 | \$1,050.00 |  |  | \$1,050.00  |
| 1824427013 | RONALD W & CONNIE TUIN               | 2601 | WOODLAND DR  | 2601 WOODLAND DR     | FARIBAULT | MN | 55021 | 103.33 | 103.33 | \$21.00 | \$2,169.93 |  |  | \$2,169.93  |
| 1824427014 | CORNELL K & CAROL L LEE              | 2533 | WOODLAND DR  | 2533 WOODLAND DR     | FARIBAULT | MN | 55021 | 90.00  | 90.00  | \$21.00 | \$1,890.00 |  |  | \$1,890.00  |
| 1824427015 | LAWRENCE P & EILEEN MALECHA          | 2525 | WOODLAND DR  | 2525 WOODLAND DR     | FARIBAULT | MN | 55021 | 95.00  | 95.00  | \$21.00 | \$1,995.00 |  |  | \$1,995.00  |
| 1824427016 | SHIRLEY PERRON-SOUTHWORTH            | 2517 | WOODLAND DR  | 2517 WOODLAND DR     | FARIBAULT | MN | 55021 | 85.49  | 85.49  | \$21.00 | \$1,795.29 |  |  | \$1,795.29  |
| 1824427017 | CHRISTOPHER J & DAWN M ONEIL         | 2509 | WOODLAND DR  | 2509 WOODLAND DR     | FARIBAULT | MN | 55021 | 84.35  | 84.35  | \$21.00 | \$1,771.35 |  |  | \$1,771.35  |
| 1824427018 | JACOB W & KARI A SCHULTZ             | 2501 | WOODLAND DR  | 2501 WOODLAND DR     | FARIBAULT | MN | 55021 | 90.12  | 90.12  | \$21.00 | \$1,892.52 |  |  | \$1,892.52  |
| 1824427019 | TREVOR L TITUS & JAMIE M WHITE-TITUS | 1521 | RONDARWAL LN | 1521 RONDARWAL LN    | FARIBAULT | MN | 55021 | 83.37  | 41.69  | \$21.00 | \$875.39   |  |  | \$875.39    |
| 1824427030 | HECTOR & DAWN M CABALLERO            | 2424 | WOODLAND DR  | 2424 WOODLAND DR     | FARIBAULT | MN | 55021 | 169.49 | 169.49 | \$21.00 | \$3,559.29 |  |  | \$3,559.29  |
| 1824427031 | DAVID J & VALERIE RABINE-YOUNG       | 2504 | WOODLAND DR  | 2504 WOODLAND DR     | FARIBAULT | MN | 55021 | 88.65  | 88.65  | \$21.00 | \$1,861.65 |  |  | \$1,861.65  |
| 1824427032 | DAVID & TAMRA L ALBERS               | 2512 | WOODLAND DR  | 2512 WOODLAND DR     | FARIBAULT | MN | 55021 | 87.95  | 87.95  | \$21.00 | \$1,846.95 |  |  | \$1,846.95  |
| 1824427033 | PATRICIA BARTA                       | 2520 | WOODLAND DR  | 2520 WOODLAND DR     | FARIBAULT | MN | 55021 | 84.46  | 84.46  | \$21.00 | \$1,773.66 |  |  | \$1,773.66  |
| 1824427034 | EVELYN HORWATH                       | 2528 | WOODLAND DR  | 2528 WOODLAND DR     | FARIBAULT | MN | 55021 | 90.00  | 90.00  | \$21.00 | \$1,890.00 |  |  | \$1,890.00  |
| 1824450001 | M CAROLYN HUSTON                     | 2330 | CARDINAL AVE | 2330 CARDINAL AVENUE | FARIBAULT | MN | 55021 | 50.00  | 0.00   | \$21.00 | \$0.00     |  |  | \$0.00      |
|            |                                      |      |              |                      |           |    |       |        |        |         |            |  |  | \$39,404.10 |



| PARCELID                                              | DEEDHOLD                                 | STREET<br>NUM | STREETNAME | MAIL ADDRESS              | MAILCITY  | MAIL<br>STATE | MAILZIP | TOTAL<br>FRONTAGE | ASSESSED<br>FRONTAGE | OVERLAY<br>RATE | OVERLAY<br>AMOUNT | SIDEWALK<br>RATE | SIDEWALK<br>AMOUNT | TOTAL<br>ASSESSMENT |
|-------------------------------------------------------|------------------------------------------|---------------|------------|---------------------------|-----------|---------------|---------|-------------------|----------------------|-----------------|-------------------|------------------|--------------------|---------------------|
| <b>3rd Avenue NW (5th Street NW to 7th Street NW)</b> |                                          |               |            |                           |           |               |         |                   |                      |                 |                   |                  |                    |                     |
| 1831126087                                            | LIGHTHOUSE PROPERTIES OF MN LLC          | 625           | 3RD AVE NW | 5155 RIVER RD E SUITE 401 | FRIDLEY   | MN            | 55421   | 85.69             | 42.85                | \$25.00         | \$1,071.13        |                  |                    | \$1,071.13          |
| 1831126088                                            | THE SOCIETY OF ST VINCENT DE PAUL        | 617           | 3RD AVE NW | 617 3RD AVE NW            | FARIBAULT | MN            | 55021   | 243.81            | 121.91               | \$25.00         | \$3,047.63        |                  |                    | \$3,047.63          |
| 1831126094                                            | DARRELL D JENSEN TRUST                   | 628           | 3RD AVE NW | 15835 BAGLEY AVE          | FARIBAULT | MN            | 55021   | 164.50            | 82.25                | \$21.00         | \$1,727.25        |                  |                    | \$1,727.25          |
| 1831126104                                            | THOMAS M & DIANE J SMITH                 | 314           | 6TH ST NW  | 314 6TH ST NW             | FARIBAULT | MN            | 55021   | 10.00             | 10.00                | \$21.00         | \$210.00          |                  |                    | \$210.00            |
| 1831126105                                            | LEE & KELLY PALMER                       | 310           | 6TH ST NW  | 310 6TH ST NW             | FARIBAULT | MN            | 55021   | 95.00             | 47.50                | \$21.00         | \$997.50          |                  |                    | \$997.50            |
| 1831126106                                            | LUIS A DEL AGUILA & ANA DEL AGUI CASTILL | 612           | 3RD AVE NW | 612 3RD AVE NW            | FARIBAULT | MN            | 55021   | 60.00             | 60.00                | \$21.00         | \$1,260.00        |                  |                    | \$1,260.00          |
| 1831126152                                            | CARDINAL POINTE OF FARIBAULT             | 500           | 3RD AVE NW | 500 3RD AVE NW            | FARIBAULT | MN            | 55021   | 330.00            | 165.00               | \$23.00         | \$3,795.00        |                  |                    | \$3,795.00          |
| 1831126154                                            | FARIBAULT CITY                           | 510           | 2ND AVE NW | 208 1ST AVE NW            | FARIBAULT | MN            | 55021   | 330.00            | 165.00               | \$21.00         | \$3,465.00        |                  |                    | \$3,465.00          |
|                                                       |                                          |               |            |                           |           |               |         |                   |                      |                 |                   |                  |                    | \$15,573.51         |

**5th Avenue NW (TH60/4th St NW to 7th Street NW)**

|            |                                 |     |            |                          |           |    |       |        |        |         |            |  |  |             |
|------------|---------------------------------|-----|------------|--------------------------|-----------|----|-------|--------|--------|---------|------------|--|--|-------------|
| 1831126111 | JAMES M & JODI L BUSHEY         | 427 | 7TH ST NW  | 427 7TH ST NW            | FARIBAULT | MN | 55021 | 164.50 | 82.25  | \$21.00 | \$1,727.25 |  |  | \$1,727.25  |
| 1831126111 | JAMES M & JODI L BUSHEY         | 427 | 7TH ST NW  | 427 7TH ST NW            | FARIBAULT | MN | 55021 |        |        |         |            |  |  | \$3,046.44  |
| 1831126118 | PETER L BRINKMAN                | 628 | 5TH AVE NW | 4672 KENYON BLVD         | FARIBAULT | MN | 55021 | 98.50  | 49.25  | \$21.00 | \$1,034.25 |  |  | \$1,034.25  |
| 1831126120 | MEGGAN ANDRLE                   | 620 | 5TH AVE NW | 620 5TH AVE NW           | FARIBAULT | MN | 55021 | 66.00  | 66.00  | \$21.00 | \$1,386.00 |  |  | \$1,386.00  |
| 1831126129 | RANDY R LEMKE                   | 502 | 6TH ST NW  | 502 6TH ST NW            | FARIBAULT | MN | 55021 | 110.00 | 55.00  | \$21.00 | \$1,155.00 |  |  | \$1,155.00  |
| 1831126129 | RANDY R LEMKE                   | 502 | 6TH ST NW  | 502 6TH ST NW            | FARIBAULT | MN | 55021 |        |        |         |            |  |  | \$3,450.10  |
| 1831126130 | DIERDRE ANDRLE                  | 614 | 5TH AVE NW | 614 5TH AVE NW           | FARIBAULT | MN | 55021 | 55.00  | 55.00  | \$21.00 | \$1,155.00 |  |  | \$1,155.00  |
| 1831126131 | ANGELA I GATES                  | 526 | 5TH AVE NW | 526 5TH AVE NW           | FARIBAULT | MN | 55021 | 100.00 | 50.00  | \$21.00 | \$1,050.00 |  |  | \$1,050.00  |
| 1831126133 | KIRK WALKER                     | 520 | 5TH AVE NW | 2035 7TH ST NW           | FARIBAULT | MN | 55021 | 65.00  | 65.00  | \$21.00 | \$1,365.00 |  |  | \$1,365.00  |
| 1831126141 | JANET BATCHELDER                | 502 | 5TH ST NW  | 502 5TH ST NW            | FARIBAULT | MN | 55021 | 165.00 | 82.50  | \$21.00 | \$1,732.50 |  |  | \$1,732.50  |
| 1831126144 | CHURCH OF GOD                   | 425 | 6TH ST NW  | 425 6TH ST NW            | FARIBAULT | MN | 55021 | 81.00  | 40.50  | \$25.00 | \$1,012.50 |  |  | \$1,012.50  |
| 1831126145 | JEFFREY S BRADFORD              | 521 | 5TH AVE NW | 701 16TH AVE NW          | MANDAN    | ND | 58554 | 84.00  | 84.00  | \$21.00 | \$1,764.00 |  |  | \$1,764.00  |
| 1831126146 | J W PROPERTIES OF FARIBAULT LLC | 428 | 5TH ST NW  | 428 5TH ST NW            | FARIBAULT | MN | 55021 | 165.00 | 82.50  | \$21.00 | \$1,732.50 |  |  | \$1,732.50  |
| 1831126226 | 1ST UNITED BANK                 | 427 | 5TH ST NW  | 430 4TH ST NW PO BOX 217 | FARIBAULT | MN | 55021 | 105.00 | 52.50  | \$21.00 | \$1,102.50 |  |  | \$1,102.50  |
| 1831126227 | TRINITY LUTHERAN CHURCH         | 503 | 5TH ST NW  | 530 4TH ST NW            | FARIBAULT | MN | 55021 | 105.00 | 52.50  | \$25.00 | \$1,312.50 |  |  | \$1,312.50  |
| 1831126233 | REINEKE HOLDINGS LLC            | 504 | 4TH ST NW  | 504 4TH ST NW            | FARIBAULT | MN | 55021 | 102.00 | 51.00  | \$25.00 | \$1,275.00 |  |  | \$1,275.00  |
| 1831126234 | TRINITY LUTHERAN CHURCH         | 414 | 5TH AVE NW | 530 4TH ST NW            | FARIBAULT | MN | 55021 | 63.00  | 63.00  | \$21.00 | \$1,323.00 |  |  | \$1,323.00  |
| 1831126235 | TRINITY LUTHERAN CHURCH         | 418 | 5TH AVE NW | 530 4TH ST NW            | FARIBAULT | MN | 55021 | 60.00  | 60.00  | \$21.00 | \$1,260.00 |  |  | \$1,260.00  |
| 1831126578 | MOU OPULLU                      | 609 | 5TH AVE NW | 609 5TH AVE NW           | FARIBAULT | MN | 55021 | 74.00  | 74.00  | \$21.00 | \$1,554.00 |  |  | \$1,554.00  |
| 1831126579 | DONALD J & JANE BERGHOFF        | 428 | 6TH ST NW  | 16 2ND AVE NW            | FARIBAULT | MN | 55021 | 91.00  | 45.50  | \$21.00 | \$955.50   |  |  | \$955.50    |
| 1831126580 | 1ST UNITED BANK                 | 430 | 4TH ST NW  | 430 4TH ST NW PO BOX 217 | FARIBAULT | MN | 55021 | 225.00 | 112.50 | \$25.00 | \$2,812.50 |  |  | \$2,812.50  |
|            |                                 |     |            |                          |           |    |       |        |        |         |            |  |  | \$33,205.54 |

| PARCELID                                          | DEEDHOLD                      | STREET<br>NUM | STREETNAME | MAIL ADDRESS       | MAILCITY  | MAIL<br>STATE | MAILZIP | TOTAL<br>FRONTAGE | ASSESSED<br>FRONTAGE | OVERLAY<br>RATE | OVERLAY<br>AMOUNT | SIDEWALK<br>RATE | SIDEWALK<br>AMOUNT | TOTAL<br>ASSESSMENT |
|---------------------------------------------------|-------------------------------|---------------|------------|--------------------|-----------|---------------|---------|-------------------|----------------------|-----------------|-------------------|------------------|--------------------|---------------------|
| 6th Avenue NW (TH 60/4th St. NW to 7th Street NW) |                               |               |            |                    |           |               |         |                   |                      |                 |                   |                  |                    |                     |
| 1831226001                                        | PAUL G & ANNETTE M ARMSTRONG  | 535           | 7TH ST NW  | 535 7TH ST NW      | FARIBAULT | MN            | 55021   | 95.00             | 47.50                | \$21.00         | \$997.50          |                  |                    | \$997.50            |
| 1831226002                                        | KIRK WALKER                   | 617           | 6TH AVE NW | 2035 7TH ST NW     | FARIBAULT | MN            | 55021   | 70.00             | 70.00                | \$21.00         | \$1,470.00        |                  |                    | \$1,470.00          |
| 1831226003                                        | JAMES C MCGRAW                | 613           | 6TH AVE NW | 613 6TH AVE NW     | FARIBAULT | MN            | 55021   | 82.50             | 82.50                | \$21.00         | \$1,732.50        |                  |                    | \$1,732.50          |
| 1831226003                                        | JAMES C MCGRAW                | 613           | 6TH AVE NW | 613 6TH AVE NW     | FARIBAULT | MN            | 55021   |                   |                      |                 |                   |                  |                    | \$1,269.75          |
| 1831226004                                        | RICHARD ROBOY                 | 536           | 6TH ST NW  | 536 6TH ST NW      | FARIBAULT | MN            | 55021   | 82.50             | 41.25                | \$21.00         | \$866.25          |                  |                    | \$866.25            |
| 1831226005                                        | BRENDA M RAHMANN              | 628           | 6TH AVE NW | 628 6TH AVE        | FARIBAULT | MN            | 55021   | 80.00             | 40.00                | \$21.00         | \$840.00          |                  |                    | \$840.00            |
| 1831226013                                        | PETER L BRINKMAN              | 604           | 6TH ST NW  | 4672 KENYON BLVD   | FARIBAULT | MN            | 55021   | 66.00             | 33.00                | \$21.00         | \$693.00          |                  |                    | \$693.00            |
| 1831226014                                        | TYRONE E & RITA M WALDERON    | 610           | 6TH AVE NW | 610 6TH AVE NW     | FARIBAULT | MN            | 55021   | 66.00             | 66.00                | \$21.00         | \$1,386.00        |                  |                    | \$1,386.00          |
| 1831226015                                        | MICHAEL TOUSIGNANT            | 616           | 6TH AVE NW | 533 CENTRAL AVE    | FARIBAULT | MN            | 55021   | 66.00             | 66.00                | \$21.00         | \$1,386.00        |                  |                    | \$1,386.00          |
| 1831226016                                        | ELLIS & STACEY JENNINGS COKES | 622           | 6TH AVE NW | 622 6TH AVE NW     | FARIBAULT | MN            | 55021   | 66.00             | 66.00                | \$21.00         | \$1,386.00        |                  |                    | \$1,386.00          |
| 1831226062                                        | JOSEPH D & RACHEL K WALL      | 528           | 6TH AVE NW | 528 6TH AVE NW     | FARIBAULT | MN            | 55021   | 72.00             | 36.00                | \$21.00         | \$756.00          |                  |                    | \$756.00            |
| 1831226076                                        | MARVEL KALSTABAKKEN           | 510           | 6TH AVE NW | 510 6TH AVE NW     | FARIBAULT | MN            | 55021   | 72.00             | 72.00                | \$21.00         | \$1,512.00        |                  |                    | \$1,512.00          |
| 1831226077                                        | RICHARD & JOAN DOTTERWEICH    | 516           | 6TH AVE NW | 522 6TH AVE NW     | FARIBAULT | MN            | 55021   | 60.00             | 60.00                | \$21.00         | \$1,260.00        |                  |                    | \$1,260.00          |
| 1831226078                                        | RICHARD & JOAN DOTTERWEICH    | 522           | 6TH AVE NW | 522 6TH AVE NW     | FARIBAULT | MN            | 55021   | 60.00             | 60.00                | \$21.00         | \$1,260.00        |                  |                    | \$1,260.00          |
| 1831226079                                        | SIXTH AVENUE LEASING LLC      | 527           | 6TH AVE NW | 13693 CORCHMAN AVE | ROSEMOUN  | MN            | 55068   | 105.00            | 52.50                | \$21.00         | \$1,102.50        |                  |                    | \$1,102.50          |
| 1831226080                                        | WILLIAM L & TINA M EADS       | 519           | 6TH AVE NW | 519 6TH AVE NW     | FARIBAULT | MN            | 55021   | 60.00             | 60.00                | \$21.00         | \$1,260.00        |                  |                    | \$1,260.00          |
| 1831226081                                        | NANCY MCADAM                  | 511           | 6TH AVE NW | 511 6TH AVE NW     | FARIBAULT | MN            | 55021   | 75.00             | 75.00                | \$21.00         | \$1,575.00        |                  |                    | \$1,575.00          |
| 1831226082                                        | MICHAEL HENNING               | 536           | 5TH ST NW  | 560 TYROLL LN      | SHAKOPEE  | MN            | 55379   | 90.00             | 45.00                | \$21.00         | \$945.00          |                  |                    | \$945.00            |
| 1831226085                                        | SEAN SAMLASKA                 | 605           | 5TH ST NW  | 605 5TH ST NW      | FARIBAULT | MN            | 55021   | 165.00            | 82.50                | \$21.00         | \$1,732.50        |                  |                    | \$1,732.50          |
| 1831226091                                        | KEYSTONE FARIBAULT LLC        | 612           | 4TH ST NW  | PO BOX 1159        | DEERFIELD | IL            | 60015   | 165.00            | 82.50                | \$25.00         | \$2,062.50        |                  |                    | \$2,062.50          |
| 1831226118                                        | TRINITY LUTHERAN CHURCH       | 530           | 4TH ST NW  | 530 4TH ST NW      | FARIBAULT | MN            | 55021   | 330.00            | 165.00               | \$25.00         | \$4,125.00        |                  |                    | \$4,125.00          |
| 1831226121                                        | JANICE L HOBAN                | 602           | 5TH ST NW  | 602 5TH ST NW      | FARIBAULT | MN            | 55021   | 66.00             | 33.00                | \$21.00         | \$693.00          |                  |                    | \$693.00            |
|                                                   |                               |               |            |                    |           |               |         |                   |                      |                 |                   |                  |                    | \$30,310.50         |

- Corner Lot Credit Applied.
- Corner Lot Both Sides Being Improved
- Undeveloped Parcel Credit Applied.
- Irregular Frontage Credit Applied.
- Non-Assessable Frontage
- Previous Project Credit Applied.
- Irregular Frontage (Flag Lot)
- Lot with partial frontage to project
- Extra Work Requested by Homeowner

|                                                 |               |
|-------------------------------------------------|---------------|
| <b>2021 Special Assessment Rates - Overlays</b> |               |
| Low Density Residential                         | \$21.00 /foot |
| High Density Residential                        | \$23.00 /foot |
| Commercial/Industrial/Institutional             | \$25.00 /foot |
| <b>2021 Special Assessment Rates - Sidewalk</b> |               |
| Residential                                     | \$6.50 /foot  |
| Commercial/Industrial/Institutional             | \$23.00 /foot |

|              |                     |
|--------------|---------------------|
| <b>Total</b> | <b>\$294,204.92</b> |
|--------------|---------------------|

**CITY OF FARIBAULT  
AFFIDAVIT OF DISTRIBUTING NOTICES**

State of Minnesota)

)ss

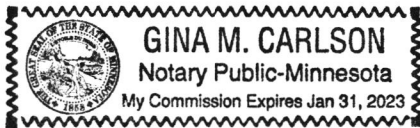
County of Rice )

Project: **2021 Street Overlay & Sidewalk Improvement  
(2021-02)  
Proposed Assessment Notice**

Ann M. Remold, being first duly sworn, deposes and says: I am a United States citizen, over 21 years of age and the Accounting Supervisor of the City of Faribault, Minnesota. On, September 21, 2021 acting on behalf of said City, I caused a copy of the attached notices of special assessment notice to be delivered to the attached list of persons at the addresses appearing opposite their respective names.



Ann M. Remold  
Accounting Supervisor



Subscribed and sworn to before me  
this 21st Day of September, 2021.



Notary Public

**CITY OF FARIBAUT  
2021 BITUMINOUS OVERLAY**

|                |                                   | City                 | State      | Zip      | Assessment |
|----------------|-----------------------------------|----------------------|------------|----------|------------|
| 18.24.2.78.004 | Mitchell & Brehanna M Kusnierek   | 2707 Cardinal Ave    | Faribault  | MN 55021 | 1,284.05   |
| 18.24.3.03.001 | Salama Investments LLC            | 2700 Cardinal Ave    | Faribault  | MN 55021 | 4,790.88   |
| 18.24.3.05.001 | Patrick M Cashin                  | 24178 Eaton Ave      | Faribault  | MN 55021 | 5,169.48   |
| 18.24.3.05.002 | Kelly M & Jane Livingood          | 2542 Park Ave        | Faribault  | MN 55021 | 513.77     |
| 18.24.3.06.001 | Jehovahs Witnesses Inc            | 2618 Park Ave        | Faribault  | MN 55021 | 1,050.00   |
| 18.24.3.06.002 | Jehovahs Witnesses Inc            | 2618 Park Ave        | Faribault  | MN 55021 | 4,922.25   |
| 18.24.4.02.007 | Troy D & Tara Dunn                | 1302 Forest Ln       | Faribault  | MN 55021 | 2,300.76   |
| 18.24.4.02.008 | Gerald & Louise Groskreutz        | 1306 Forest Ln       | Faribault  | MN 55021 | 3,633.00   |
| 18.24.4.02.009 | Charles P Budde Trust             | 1310 Forest Ln       | Faribault  | MN 55021 | 3,110.63   |
| 18.24.4.02.010 | Anthony P & Carol A Langerud      | 1321 Forest Ln       | Faribault  | MN 55021 | 2,802.24   |
| 18.24.4.02.013 | Mark D & Lydia S Fitzgerald       | 1317 Forest Ln       | Faribault  | MN 55021 | 1,740.69   |
| 18.24.4.02.014 | Steven M & Mary Lipinski          | 1315 Forest Ln       | Faribault  | MN 55021 | 2,095.59   |
| 18.24.4.02.015 | Jenene D & Robin L Johnson        | 1309 Forest Ln       | Faribault  | MN 55021 | 3,594.36   |
| 18.24.4.02.016 | Scott E & Kari Boldt              | 1305 Forest Ln       | Faribault  | MN 55021 | 3,659.88   |
| 18.24.4.02.017 | Robert K & Patricia Johnson Trust | 1301 Forest Ln       | Faribault  | MN 55021 | 1,892.52   |
| 18.24.4.25.001 | Gregory P Ciesluk                 | 2421 Woodland Dr     | Faribault  | MN 55021 | 1,791.51   |
| 18.24.4.25.002 | Brent Breyer                      | 2411 Woodland Dr     | Faribault  | MN 55021 | 3,810.45   |
| 18.24.4.26.006 | Dennis P & V Hachfeld             | 2422 Woodland Dr     | Faribault  | MN 55021 | 3,822.00   |
| 18.24.4.25.004 | John R & Carole J Evans           | 2020 Woodland Dr     | Faribault  | MN 55021 | 3,659.17   |
| 18.24.4.25.005 | Ssm1 Llc                          | N9980 Shore Dr       | Au Train   | MI 49806 | 3,437.50   |
| 18.24.4.25.006 | Charles R & Rose A Dube Trust     | 2425 Cardinal Ave    | Faribault  | MN 55021 | 5,500.00   |
| 18.24.4.26.003 | Faribault City                    | 208 1St Ave Nw       | Faribault  | MN 55021 | 7,175.70   |
| 18.24.4.26.004 | Reed A Johnson Trust              | 1428 Greenleaf Rd    | Faribault  | MN 55021 | 1,791.30   |
| 18.24.4.26.005 | Scott R & Catalina E Reineke      | 1502 Greenleaf Rd    | Faribault  | MN 55021 | 1,722.00   |
| 18.24.4.26.006 | David A & Kristine A Soukup       | 1508 Greenleaf Rd    | Faribault  | MN 55021 | 63.00      |
| 18.24.4.26.007 | Ng Barr Properties Llc            | 4720 Cannon Lake Trl | Faribault  | MN 55021 | 2,150.19   |
| 18.24.4.26.008 | Ng Barr Properties Llc            | 4720 Cannon Lake Trl | Faribault  | MN 55021 | 1,102.50   |
| 18.24.4.26.009 | Ronald & Susan Carpenter          | 2613 Huntington Cir  | Faribault  | MN 55021 | 2,088.14   |
| 18.24.4.26.010 | Mark & Mary Zentner               | 1501 Greenleaf Rd    | Faribault  | MN 55021 | 2,303.18   |
| 18.24.4.26.011 | Joshua & Keri Simon               | 2602 Huntington Cir  | Faribault  | MN 55021 | 1,616.58   |
| 18.24.4.26.012 | Martin L & Judith P Redman        | 2530 Huntington Cir  | Faribault  | MN 55021 | 697.10     |
| 18.24.4.26.013 | Martin & Judith P Redman          | 2530 Huntington Cir  | Faribault  | MN 55021 | 945.00     |
| 18.24.4.26.014 | Robert D & Tina L Shankey         | 2531 Huntington Cir  | Faribault  | MN 55021 | 973.14     |
| 18.24.4.26.015 | Jason A & Taylor Casanova         | 2601 Huntington Cir  | Faribault  | MN 55021 | 2,236.29   |
| 18.24.4.26.016 | Daniel G & Shawna L Molloy        | 2604 Woodhurst Dr    | Faribault  | MN 55021 | 1,848.00   |
| 18.24.4.26.017 | Dwight & Ruth Hildebrandt         | 2526 Woodhurst Dr    | Faribault  | MN 55021 | 1,848.00   |
| 18.24.4.26.018 | Dwight & Brenda Elthon            | 2518 Woodhurst Dr    | Faribault  | MN 55021 | 2,132.34   |
| 18.24.4.26.019 | Paula Kadlec                      | 2512 Woodhurst Dr    | Faribault  | MN 55021 | 2,142.00   |
| 18.24.4.26.020 | Glen W & Shirley Norgaard         | 2504 Woodhurst Dr    | Faribault  | MN 55021 | 2,403.87   |
| 18.24.4.26.021 | Mary M Heideman                   | 1412 Forest Ln       | Faribault  | MN 55021 | 1,890.00   |
| 18.24.4.26.022 | John & Lester W Miller Jr Miller  | 1422 Forest Ln       | Faribault  | MN 55021 | 2,100.00   |
| 18.24.4.26.023 | Mark & Eileen Kriechbaum          | 2429 Woodland Dr     | Faribault  | MN 55021 | 1,359.02   |
| 18.24.4.26.024 | Randy & Stefanie Meredith         | 2615 Woodhurst Dr    | Faribault  | MN 55021 | 924.00     |
| 18.24.4.26.025 | Steven D & Sandra A Shaw          | 2603 Woodhurst Dr    | Faribault  | MN 55021 | 1,743.00   |
| 18.24.4.26.026 | James & Cheryl Kirkpatrick        | 2533 Woodhurst Dr    | Faribault  | MN 55021 | 1,953.00   |
| 18.24.4.26.027 | Adil K & Kerie Anderka Lebgue     | 2519 Woodhurst Dr    | Faribault  | MN 55021 | 1,848.00   |
| 18.24.4.26.028 | Adil K & Kerie Anderka Lebgue     | 2519 Woodhurst Dr    | Faribault  | MN 55021 | 1,848.00   |
| 18.24.4.26.029 | Nielwin & Tacie Anderka Devasir   | 2505 Woodhurst Dr    | Faribault  | MN 55021 | 3,281.36   |
| 18.24.4.26.030 | Michael G & Mary N Richie         | 2425 Woodhurst Dr    | Faribault  | MN 55021 | 2,341.19   |
| 18.24.4.26.031 | Michael G & Mary N Richie         | 2425 Woodhurst Dr    | Faribault  | MN 55021 | 1,890.00   |
| 18.24.4.26.032 | Patrick J & Wendy Oneil           | 2411 Woodhurst Dr    | Faribault  | MN 55021 | 2,430.96   |
| 18.24.4.26.033 | Shawn & Suann Fillpi              | 2403 Woodhurst Dr    | Faribault  | MN 55021 | 2,430.96   |
| 18.24.4.26.034 | Colby J & Kathleen S Linnemann    | 2432 Woodhurst Dr    | Faribault  | MN 55021 | 2,366.28   |
| 18.24.4.26.035 | Philip T & Julie M Zweber Trust   | 2425 Woodland Dr     | Faribault  | MN 55021 | 3,232.75   |
| 18.24.4.26.036 | Colby J & Kathleen S Linnemann    | 2432 Woodhurst Dr    | Faribault  | MN 55021 | 1,785.00   |
| 18.24.4.26.037 | William T & Linda L Knight        | 2412 Woodhurst Dr    | Faribault  | MN 55021 | 2,496.69   |
| 18.24.4.26.038 | Brian D Paukert                   | 2406 Woodhurst Dr    | Faribault  | MN 55021 | 2,496.69   |
| 18.24.4.27.001 | David A & Kristine A Soukup       | 1508 Greenleaf Rd    | Faribault  | MN 55021 | 2,677.50   |
| 18.24.4.27.002 | Rickey L & Deborah L Barr         | 1524 Greenleaf Rd    | Faribault  | MN 55021 | 2,677.50   |
| 18.24.4.27.003 | Wayne & Rosemary Vanthomme        | 1600 Green Leaf Rd   | Faribault  | MN 55021 | 1,637.79   |
| 18.24.4.27.004 | Brett Andersen                    | 1123 Wildrose Ct     | Northfield | MN 55057 | 1,712.34   |

|                |                                          |                           |           |    |       |          |
|----------------|------------------------------------------|---------------------------|-----------|----|-------|----------|
| 18.24.4.27.005 | Christian Von Ruden & Marla Mcdonoug     | 1618 Greenleaf Rd         | Faribault | MN | 55021 | 1,004.12 |
| 18.24.4.27.006 | Richard W & Grace Casson                 | 1525 Greenleaf Rd         | Faribault | MN | 55021 | 2,142.00 |
| 18.24.4.27.007 | David A Kitzman                          | 1601 Greenleaf Rd         | Faribault | MN | 55021 | 1,837.08 |
| 18.24.4.27.008 | Richard & Kimberly Ness                  | 1615 Greenleaf Rd         | Faribault | MN | 55021 | 1,679.69 |
| 18.24.4.27.009 | Curtis D & Cierra M Ennis                | 1614 Rondarwal Ln         | Faribault | MN | 55021 | 1,679.69 |
| 18.24.4.27.010 | Chad L Christiansen                      | 1602 Rondarwal Ln         | Faribault | MN | 55021 | 3,237.95 |
| 18.24.4.27.011 | Cortlan & Charlot Christiansen           | 1524 Rondarwal Ln         | Faribault | MN | 55021 | 2,149.67 |
| 18.24.4.27.012 | Brian E Little                           | 1509 Greenleaf Rd         | Faribault | MN | 55021 | 2,152.50 |
| 18.24.4.27.013 | Ronald W & Connie Tuin                   | 2601 Woodland Dr          | Faribault | MN | 55021 | 2,169.93 |
| 18.24.4.27.014 | Cornell K & Carol L Lee                  | 2533 Woodland Dr          | Faribault | MN | 55021 | 1,890.00 |
| 18.24.4.27.015 | Lawrence P & Eileen Malecha              | 2525 Woodland Dr          | Faribault | MN | 55021 | 1,995.00 |
| 18.24.4.27.016 | Shirley Perron-Southworth                | 2517 Woodland Dr          | Faribault | MN | 55021 | 1,795.29 |
| 18.24.4.27.017 | Christopher J & Dawn M Oneil             | 2509 Woodland Dr          | Faribault | MN | 55021 | 1,771.35 |
| 18.24.4.27.018 | Jacob W & Kari A Schultz                 | 2501 Woodland Dr          | Faribault | MN | 55021 | 1,892.52 |
| 18.24.4.27.019 | Trevor L & Jamie M White-Titus Titus     | 1521 Rondarwal Ln         | Faribault | MN | 55021 | 2,108.09 |
| 18.24.4.27.020 | Andrew & Tierney Westenberg              | 1603 Rondarwal Ln         | Faribault | MN | 55021 | 3,146.64 |
| 18.24.4.27.021 | Marco Dorantes                           | 1625 Rondarwal Ln         | Faribault | MN | 55021 | 3,298.16 |
| 18.24.4.27.022 | Andrew & Tierney Westenberg              | 1603 Rondarwal Ln         | Faribault | MN | 55021 | 1,746.39 |
| 18.24.4.27.023 | Earl R & Betty Lockwood                  | 2528 Cardinal Ave         | Faribault | MN | 55021 | 3,905.00 |
| 18.24.4.27.024 | Betty J Regitschnig                      | 2516 Cardinal Ave         | Faribault | MN | 55021 | 2,970.83 |
| 18.24.4.27.025 | Gregory & Jessica Paine                  | 1222 1St St Ne            | Faribault | MN | 55021 | 2,255.00 |
| 18.24.4.27.026 | Ng Barr Properties Llc                   | 4720 Cannon Lake Trl      | Faribault | MN | 55021 | 2,775.58 |
| 18.24.4.27.027 | Brian W & Antoinette J Schmidt           | 2418 Cardinal Ave         | Faribault | MN | 55021 | 2,807.20 |
| 18.24.4.27.028 | Kenneth I & Barbara Dubbels              | 2414 Cardinal Ave         | Faribault | MN | 55021 | 2,970.55 |
| 18.24.4.27.030 | Hector & Dawn M Caballero                | 2424 Woodland Dr          | Faribault | MN | 55021 | 3,559.29 |
| 18.24.4.27.031 | David J & Valerie Rabine-Young           | 2504 Woodland Dr          | Faribault | MN | 55021 | 1,861.65 |
| 18.24.4.27.032 | David & Tamra L Albers                   | 2512 Woodland Dr          | Faribault | MN | 55021 | 1,846.95 |
| 18.24.4.27.033 | Patricia Barta                           | 2520 Woodland Dr          | Faribault | MN | 55021 | 1,773.66 |
| 18.24.4.27.034 | Evelyn Horwath                           | 2528 Woodland Dr          | Faribault | MN | 55021 | 1,890.00 |
| 18.24.4.50.002 | Albert H & Debra L Kuiper                | 2325 Cardinal Ave         | Faribault | MN | 55021 | 487.50   |
| 18.24.4.50.018 | Walter Dube                              | 2349 Cardinal Ave         | Faribault | MN | 55021 | 1,375.00 |
| 18.31.1.26.087 | Lighthouse Properties Of Mn LLC          | 5155 River Rd E Suite 401 | Fridley   | MN | 55421 | 1,071.13 |
| 18.31.1.26.088 | The Society Of St Vincent De Paul        | 617 3Rd Ave Nw            | Faribault | MN | 55021 | 3,047.63 |
| 18.31.1.26.094 | Darrell D Jensen Trust                   | 15835 Bagley Ave          | Faribault | MN | 55021 | 1,727.25 |
| 18.31.1.26.104 | Thomas M & Diane J Smith                 | 314 6th St NW             | Faribault | MN | 55021 | 210.00   |
| 18.31.1.26.105 | Lee & Kelly Palmer                       | 310 6th St NW             | Faribault | MN | 55021 | 997.50   |
| 18.31.1.26.106 | Luis A Del Aguila & Ana Del Agui Castill | 612 3rd Ave NW            | Faribault | MN | 55021 | 1,260.00 |
| 18.31.1.26.111 | James M & Jodi L Bushey                  | 427 7th St NW             | Faribault | MN | 55021 | 4,773.69 |
| 18.31.1.26.118 | Peter L Brinkman                         | 4672 Kenyon Blvd          | Faribault | MN | 55021 | 1,034.25 |
| 18.31.1.26.120 | Meggan Andrie                            | 620 5th Ave NW            | Faribault | MN | 55021 | 1,386.00 |
| 18.31.1.26.129 | Randy R Lemke                            | 502 6th St NW             | Faribault | MN | 55021 | 4,605.10 |
| 18.31.1.26.130 | Dierdre Andrie                           | 614 5th Ave NW            | Faribault | MN | 55021 | 1,155.00 |
| 18.31.1.26.131 | Angela I Gates                           | 526 5th Ave NW            | Faribault | MN | 55021 | 1,050.00 |
| 18.31.1.26.133 | Kirk Walker                              | 2035 7th St NW            | Faribault | MN | 55021 | 1,365.00 |
| 18.31.1.26.141 | Janet Batchelder                         | 502 5th St NW             | Faribault | MN | 55021 | 1,732.50 |
| 18.31.1.26.144 | Church Of God                            | 425 6th St NW             | Faribault | MN | 55021 | 1,012.50 |
| 18.31.1.26.145 | Jeffrey S Bradford                       | 701 16th Ave NW           | Mandan    | ND | 58554 | 1,764.00 |
| 18.31.1.26.146 | J W Properties Of Faribault LLC          | 428 5th St NW             | Faribault | MN | 55021 | 1,732.50 |
| 18.31.1.26.152 | Cardinal Pointe Of Faribault             | 500 3rd Ave NW            | Faribault | MN | 55021 | 3,795.00 |
| 18.31.1.26.154 | Faribault City                           | 208 1St Ave NW            | Faribault | MN | 55021 | 3,465.00 |
| 18.31.1.26.226 | 1St United Bank                          | 430 4th St NW Po Box 217  | Faribault | MN | 55021 | 1,102.50 |
| 18.31.1.26.227 | Trinity Lutheran Church                  | 530 4th St NW             | Faribault | MN | 55021 | 1,312.50 |
| 18.31.1.26.233 | Reineke Holdings Llc                     | 504 4th St NW             | Faribault | MN | 55021 | 1,275.00 |
| 18.31.1.26.234 | Trinity Lutheran Church                  | 530 4th St NW             | Faribault | MN | 55021 | 1,323.00 |
| 18.31.1.26.235 | Trinity Lutheran Church                  | 530 4th St NW             | Faribault | MN | 55021 | 1,260.00 |
| 18.31.1.26.578 | Mou Opullu                               | 609 5th Ave NW            | Faribault | MN | 55021 | 1,554.00 |
| 18.31.1.26.579 | Donald J & Jane Berghoff                 | 16 2Nd Ave NW             | Faribault | MN | 55021 | 955.50   |
| 18.31.1.26.580 | 1St United Bank                          | 430 4th St NW Po Box 217  | Faribault | MN | 55021 | 2,812.50 |
| 18.31.2.26.001 | Paul G & Annette M Armstrong             | 535 7th St NW             | Faribault | MN | 55021 | 997.50   |
| 18.31.2.26.002 | Kirk Walker                              | 2035 7th St NW            | Faribault | MN | 55021 | 1,470.00 |
| 18.31.2.26.003 | James C McGraw                           | 613 6th Ave NW            | Faribault | MN | 55021 | 3,002.25 |
| 18.31.2.26.004 | Richard Robtoy                           | 536 6th St NW             | Faribault | MN | 55021 | 866.25   |
| 18.31.2.26.005 | Brenda M Rahmann                         | 628 6th Ave               | Faribault | MN | 55021 | 840.00   |
| 18.31.2.26.013 | Peter L Brinkman                         | 4672 Kenyon Blvd          | Faribault | MN | 55021 | 693.00   |
| 18.31.2.26.014 | Tyrone E & Rita M Walderon               | 610 6th Ave NW            | Faribault | MN | 55021 | 1,386.00 |
| 18.31.2.26.015 | Michael Tousignant                       | 533 Central Ave           | Faribault | MN | 55021 | 1,386.00 |

|                |                               |                    |           |    |       |            |
|----------------|-------------------------------|--------------------|-----------|----|-------|------------|
| 18.31.2.26.016 | Ellis & Stacey Jennings Cokes | 622 6th Ave NW     | Faribault | MN | 55021 | 1,386.00   |
| 18.31.2.26.062 | Joseph D & Rachel K Wall      | 528 6th Ave NW     | Faribault | MN | 55021 | 756.00     |
| 18.31.2.26.076 | Marvel Kalstabakken           | 510 6th Ave NW     | Faribault | MN | 55021 | 1,512.00   |
| 18.31.2.26.077 | Richard & Joan Dotterweich    | 522 6th Ave NW     | Faribault | MN | 55021 | 1,260.00   |
| 18.31.2.26.078 | Richard & Joan Dotterweich    | 522 6th Ave NW     | Faribault | MN | 55021 | 1,260.00   |
| 18.31.2.26.079 | Sixth Avenue Leasing LLC      | 13693 Corchman Ave | Rosemount | MN | 55068 | 1,102.50   |
| 18.31.2.26.080 | William L & Tina M Eads       | 519 6th Ave NW     | Faribault | MN | 55021 | 1,260.00   |
| 18.31.2.26.081 | Nancy Mcadam                  | 511 6th Ave NW     | Faribault | MN | 55021 | 1,575.00   |
| 18.31.2.26.082 | Michael Henning               | 560 Tyroll Ln      | Shakopee  | MN | 55379 | 945.00     |
| 18.31.2.26.085 | Sean Samlaska                 | 605 5th St NW      | Faribault | MN | 55021 | 1,732.50   |
| 18.31.2.26.091 | Keystone Faribault LLC        | PO Box 1159        | Deerfield | IL | 60015 | 2,062.50   |
| 18.31.2.26.118 | Trinity Lutheran Church       | 530 4th St NW      | Faribault | MN | 55021 | 4,125.00   |
| 18.31.2.26.121 | Janice L Hoban                | 602 5th St NW      | Faribault | MN | 55021 | 693.00     |
|                |                               |                    |           |    |       | 294,204.92 |

## NOTICE OF PUBLIC HEARING ON PROPOSED ASSESSMENT

September 21, 2021

Name  
Address  
Address

Re: Parcel #  
**Proposed Assessment Amount:**

To Whom It May Concern:

Notice is hereby given that the City Council of Faribault will meet in the Council Chambers of City Hall, 208 NW First Avenue, at 6:00 p.m. on Tuesday, October 12, 2021, to consider, and possibly adopt, the proposed assessment for the 2021 Street Overlay and Sidewalk Improvement project, including curb and gutter replacement, concrete sidewalk replacement and construction, storm sewer repairs, casting adjustment and replacement, pavement milling, bituminous paving, pavement markings and related improvements. Adoption by the City Council of the proposed assessment may occur at the hearing. The following is the area proposed to be assessed:

|                   |                                                  |
|-------------------|--------------------------------------------------|
| Cardinal Avenue   | (Woodland Drive to 30 <sup>th</sup> Street NW) * |
| Forest Lane       | (Woodland Drive to north cul-de-sac)             |
| Greenleaf Road    | (Park Avenue NW to Woodhurst Drive)              |
| Huntington Circle | (Greenleaf Road to south cul-de-sac)             |
| Rondarwal Lane    | (Park Avenue NW to Woodland Drive)               |
| Woodhurst Drive   | (Greenleaf Road to south end)                    |
| Woodland Drive    | (Cardinal Avenue to Greenleaf Road)              |
| 3rd Avenue NW     | (5th Street NW to 7th Street NW)                 |
| 5th Avenue NW     | (TH 60/4th St. NW to 7th Street NW)              |
| 6th Avenue NW     | (TH 60/4th St. NW to 7th Street NW)              |

\*Includes New Sidewalk

The total cost of the improvements is estimated to be \$861,500.00 of which \$294,204.92 is proposed to be specially assessed.

**The proposed amount to be specially assessed against your particular lot, piece, or parcel of land is \$0.00.**

Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable in 2022, and will bear interest at the rate of 2.5 percent per annum from the date of the adoption of the assessment resolution. To the first installment

shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Faribault. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Faribault the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of the interest that will apply will be 2.5 percent per year. The right to partially prepay the assessment according to Ordinance No. 2014-10 is available until such time that the assessment is certified to the county auditor for collection.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$294,204.92. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minnesota Statute §§ 435.193 to 435.195 and City Ordinance No. 2014-10, the Council may, in its discretion, defer the payment of the special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provide in that law and Ordinance No. 2014-10, all amounts accumulated plus applicable interest shall become due. Any assessed property owner meeting the requirements of this law and Ordinance No. 2014-10 may, within 30 days of the confirmation of the assessment, apply to the City Administrator for the prescribed form for such deferral of payment of this special assessment on his/her property.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.



4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony present to the Council.
5. The entire proceedings will be video and audio-recorded.
6. At the close of presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing and will prepare written findings concerning the amount of the assessment.

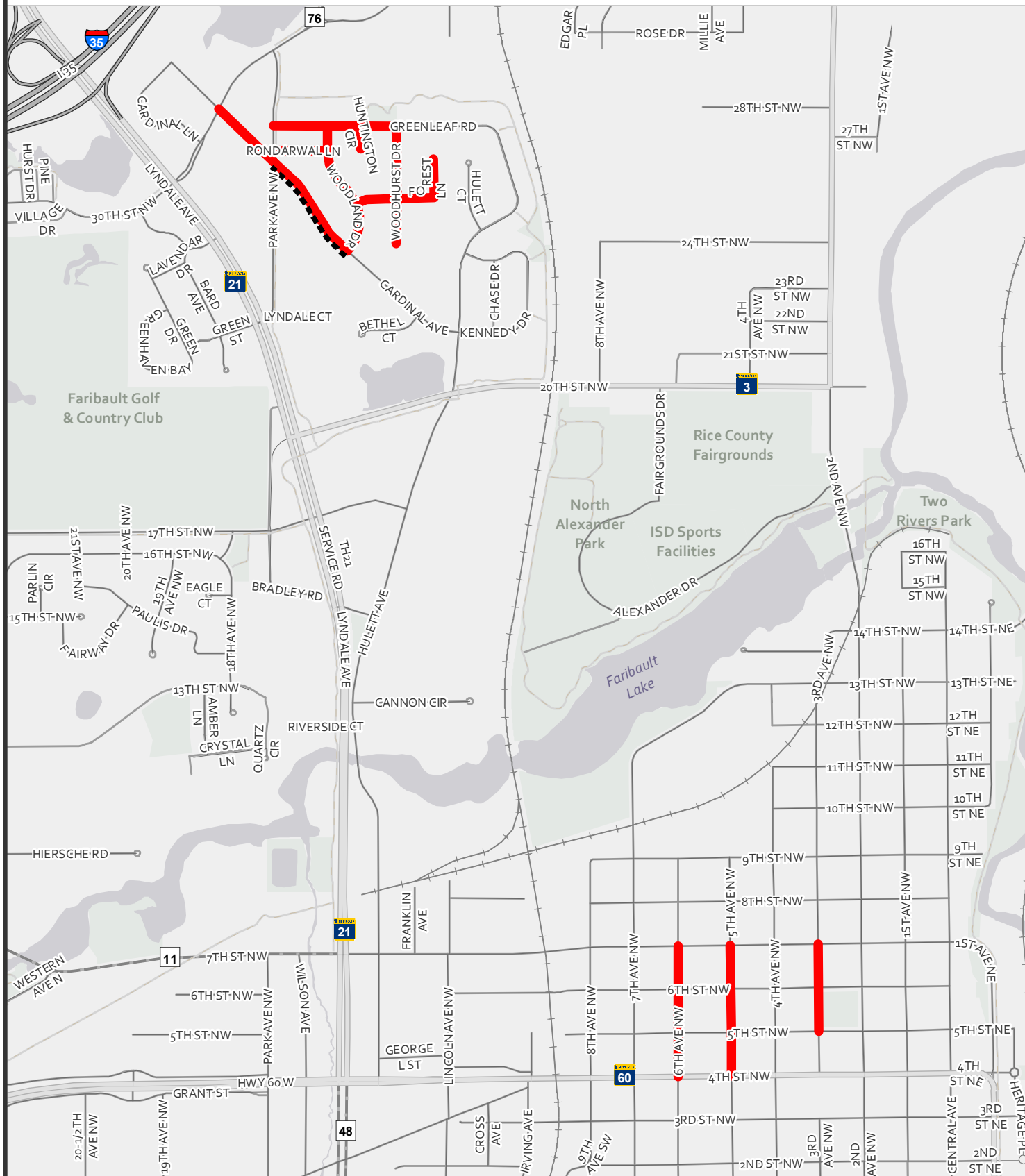
An owner may appeal an assessment to district court pursuant to Minnesota Statute §§ 429.081 by serving notice of the appeal upon the Mayor or City Administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Administrator.

BY ORDER OF THE CITY COUNCIL

Timothy C. Murray  
City Administrator

# Location Map 2021 Overlays & Sidewalk

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



0 500 1,000 1,500 Feet



Sidewalk Overlay



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Ordinance No. 2021-9 Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees - Second Reading

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### Background:

On September 28, 2021, the Faribault City Council approved the first reading of Ordinance 2021-9 Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees. Since that time, there has been one minor change to the ordinance to update the official mailing address of Minnesota Gas Co. Approval of the second reading of the ordinance and summary publication should be followed by considering Resolution 2021-121 establishing a franchise fee rebate program.

### Recommendation:

Approve the second reading Ordinance No. 2021-9 Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees

### Attachments:

1. Ord 2021-9 Amending Appendix A - Utility Franchise Fees - 2nd Reading
2. Franchise Fees \_ Faribault\_FAQ

**CITY OF FARIBAULT  
ORDINANCE No. 2021-9**

**AMENDING APPENDIX A, ARTICLE II OF THE CITY CODE OF  
ORDINANCES REGARDING UTILITY FRANCHISE FEES**

**THE CITY OF FARIBAULT ORDAINS:**

**Section 1.** The City Code of Ordinances, Appendix A, ARTICLE II, DIVISION 1. – CITY ELECTRICITY, Section 8.2 shall be amended by the addition of the underlined language and the deletion of the ~~stricken~~ language as follows:

DIVISION 1. – ~~CITY ELECTRICITY~~ ELECTRIC – XCEL ENERGY

8.2. *Franchise fee amount.* Commencing with the companies' January 1, 2006, billing cycles, a franchise fee is hereby imposed on the companies as herein provided. The franchise fee shall be in addition to, not in lieu of, any other fees, payments or amounts owed to the city by the companies including right-of-way permit fees.

This ordinance establishes a monthly per meter fee. If a premises has two (2) or more meters being billed at different rates, the companies may have an account for each rate classification, which will result in more than one (1) franchise fee assessment for electric service to that premises.

The city council may annually adjust the fees in Exhibit A. The fee amounts for ~~2020-2022~~ shall remain in effect for subsequent years until such time as they would be changed by the city council.

**FEE SCHEDULE**

| Class                                                                                                                       | <del>2019 Fee Per Meter-</del> | <del>2020-2022</del> Fee Per Meter |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------|
| Residential                                                                                                                 | <del>\$1.48</del>              | <del>\$1.63</del> <u>6.63</u>      |
| Sm C & I—Nondemand                                                                                                          | <del>\$1.76</del>              | <del>\$1.94</del> <u>21.94</u>     |
| Sm C & I—Demand                                                                                                             | <del>\$35.20</del>             | <del>\$38.72</del> <u>58.72</u>    |
| Large C & I                                                                                                                 | <del>\$308.00</del>            | <del>\$338.80</del> <u>438.80</u>  |
| Franchise fees are to be collected in the amounts set forth above and remitted to the city on a quarterly basis as follows: |                                |                                    |
| January—March                                                                                                               | Collections due by April 30    |                                    |
| April—June                                                                                                                  | Collections due by July 31     |                                    |
| July—September                                                                                                              | Collections due by October 31  |                                    |
| October—December                                                                                                            | Collections due by January 31  |                                    |

**Section 2.** The City Code of Ordinances, Appendix A, ARTICLE II, DIVISION 1A. – STEELE WASECA COOPERATIVE ELECTRIC, Section 8.2 shall be amended by the addition of the underlined language and the deletion of the ~~stricken~~ language as follows:

**8.2. Franchise fee amount.** Commencing with the companies' January 1, 2006, billing cycles, a franchise fee is hereby imposed on the companies as herein provided. The franchise fee shall be in addition to, not in lieu of, any other fees, payments or amounts owed to the city by the companies including right-of-way permit fees.

This ordinance establishes a monthly per meter fee. If a premises has two (2) or more meters being billed at different rates, the companies may have an account for each rate classification, which will result in more than one (1) franchise fee assessment for electric service to that premises.

The city council may annually adjust the fees in Exhibit A. The fee amounts for ~~2020-2022~~ shall remain in effect for subsequent years until such time as they would be changed by the city council.

#### FEE SCHEDULE

| Class                                                                                                                       | <del>2019 Fee Per Meter</del> | <del>2020</del> <u>2022</u> Fee Per Meter |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------|
| Residential                                                                                                                 | <del>\$1.48</del>             | <del>\$1.63</del> <u>6.63</u>             |
| Sm C & I—Nondemand                                                                                                          | <del>\$1.76</del>             | <del>\$1.94</del> <u>21.94</u>            |
| Sm C & I—Demand                                                                                                             | <del>\$35.20</del>            | <del>\$38.72</del> <u>58.72</u>           |
| Large C & I                                                                                                                 | <del>\$308.00</del>           | <del>\$338.80</del> <u>438.80</u>         |
| Franchise fees are to be collected in the amounts set forth above and remitted to the city on a quarterly basis as follows: |                               |                                           |
| January—March                                                                                                               | Collections due by April 30   |                                           |
| April—June                                                                                                                  | Collections due by July 31    |                                           |
| July—September                                                                                                              | Collections due by October 31 |                                           |
| October—December                                                                                                            | Collections due by January 31 |                                           |

**Section 3.** The City Code of Ordinances, Appendix A, ARTICLE II, DIVISION 2. – GAS – XCEL ENERGY, Section 8.2 shall be amended by the addition of the underlined language and the deletion of the ~~stricken~~ language as follows:

**8.2. Franchise fee amount.** Commencing with the company's January 1, 2006, billing cycles, a franchise fee is hereby imposed on the company as herein provided. The franchise fee shall be in addition to, not in lieu of, any other fees, payments or amounts owed to the city by the company including right-of-way permit fees.

This ordinance establishes a monthly per meter fee. If a premises has two (2) or more meters being billed at different rates, the companies may have an account for each rate classification, which will result in more than one (1) franchise fee assessment for electric service to that premises.

The city council may annually adjust the fees in Exhibit A. The fee amounts for ~~2020-2022~~ shall remain in effect for subsequent years until such time as they would be changed by the city council.

#### FEE SCHEDULE

| Class                          | <del>2019 Fee Per Meter</del> | <del>2020</del> <u>2022</u> Fee Per Meter |
|--------------------------------|-------------------------------|-------------------------------------------|
| Residential                    | <del>\$1.78</del>             | <del>\$1.96</del> <u>6.96</u>             |
| Commercial firm—Nondemand      | <del>\$4.16</del>             | <del>\$4.57</del> <u>24.57</u>            |
| Commercial—Demand              | <del>\$35.64</del>            | <del>\$39.20</del> <u>59.20</u>           |
| Small interruptible            | <del>\$100.98</del>           | <del>\$111.08</del> <u>131.08</u>         |
| Medium and large interruptible | <del>\$297.00</del>           | <del>\$326.70</del> <u>426.70</u>         |

|                                                                                                                             |                               |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Franchise fees are to be collected in the amounts set forth above and remitted to the city on a quarterly basis as follows: |                               |
| January—March                                                                                                               | Collections due by April 30   |
| April—June                                                                                                                  | Collections due by July 31    |
| July—September                                                                                                              | Collections due by October 31 |
| October—December                                                                                                            | Collections due by January 31 |

**Section 4.** The City Code of Ordinances, Appendix A, ARTICLE II, DIVISION 2A. – GAS – GREATER MINNESOTA GAS, INC, Section 1. - Definitions shall be amended by the addition of the underlined language and the deletion of the ~~stricken~~ language as follows:

*Notice.* A writing served by one party on the other party referencing one or more provisions of this ordinance.

Notice to Company shall be mailed to:  
 Greater Minnesota Gas, Inc.  
~~202 South Main Street~~ 1900 Cardinal Lane  
~~P.O. Box 68~~ P.O. Box 798  
~~Le Sueur, MN 56058~~ Faribault, MN 55021

Notice to the City shall be mailed to:  
 City Administrator  
 City of Faribault  
 208 NW 1st Avenue  
 Faribault, MN 55021

Either party may change its respective address for the purpose of this ordinance by written notice to the other party.

**Section 5.** The City Code of Ordinances, Appendix A, ARTICLE II, DIVISION 2A. – GAS – GREATER MINNESOTA GAS, INC, Section 7.2 shall be amended by the addition of the underlined language and the deletion of the ~~stricken~~ language as follows:

*7.2 Franchise Fee Amount.* Commencing with the Company's January 1, 2019 billing cycles, a franchise fee is hereby imposed on the Company as herein provided. The franchise fee shall be in addition to, not in lieu of, any other fees, payments or amounts owed to the City by the Company, including right-of-way permit fees.

This ordinance establishes a monthly per meter fee. If a premises has two (2) or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for natural gas service to that premises.

The City Council may annually adjust the fees in the Fee Schedule with proper notice to Company and sufficient time for Company to meet regulatory requirements as they may exist from time to time. The fee amounts for ~~2020~~ 2022 shall remain in effect for subsequent years until such time as they would be changed by the City Council.

## FEE SCHEDULE

| Class                                                                                                                       | <del>2019 Fee Per Meter</del> | <del>2020</del> <u>2022</u> Fee Per Meter |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------|
| Residential Service (RS1)                                                                                                   | <del>\$1.78</del>             | <del>\$1.96</del> <u>6.96</u>             |
| Small Commercial Service (SCS1)                                                                                             | <del>\$4.16</del>             | <del>\$4.57</del> <u>24.57</u>            |
| Commercial Service (CS1)                                                                                                    | <del>\$4.16</del>             | <del>\$4.57</del> <u>24.57</u>            |
| Mid Commercial Service (MS1)                                                                                                | <del>\$35.64</del>            | <del>\$39.20</del> <u>59.20</u>           |
| Large Commercial Service (LS1)                                                                                              | <del>\$35.64</del>            | <del>\$39.20</del> <u>59.20</u>           |
| Agricultural Service - Interruptible (AG1)                                                                                  | <del>\$100.98</del>           | <del>\$111.08</del> <u>131.08</u>         |
| Industrial - Interruptible (IND1)                                                                                           | <del>\$297.00</del>           | <del>\$326.70</del> <u>426.70</u>         |
| Transportation Service (TR1)                                                                                                | Same as applicable rate class | Same as applicable rate class             |
| Franchise fees are to be collected in the amounts set forth above and remitted to the city on a quarterly basis as follows: |                               |                                           |
| January—March                                                                                                               | Collections due by April 30   |                                           |
| April—June                                                                                                                  | Collections due by July 31    |                                           |
| July—September                                                                                                              | Collections due by October 31 |                                           |
| October—December                                                                                                            | Collections due by January 31 |                                           |

**Section 6.** This ordinance amendment shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: September 28, 2021

Second Reading: October 12, 2021

Publication Date: October 16, 2021

**Faribault City Council**

\_\_\_\_\_  
Kevin F. Voracek, Mayor

**ATTEST:**

\_\_\_\_\_  
Timothy C. Murray, City Administrator

# Franchise Fees FAQ

The Faribault City Council approved utility franchise fees on gas and electric utilities as an alternative revenue source starting back in 2004. Allocations from these utility franchise fees have funded various City improvements including parks and trail improvements, a portion of street improvements, as well as capital equipment and public facility projects.

Currently the City Council is considering raising the franchise fees on utilities to increase revenues for street improvement projects related to the City's pavement management program. By increasing franchise fees on utilities, the City can eliminate the need to generate revenues to fund street improvement projects from special property tax assessments. Historically the City has allocated as much as \$600,000 towards street improvements which is approximately 6% of the City's property tax revenues and 22% of the properties (based on property valuation) in the City are exempt from paying property taxes.

The City of Faribault currently maintains over 115 miles of streets in town and is seeking a more reliable and equitable revenue source to fund street improvements.

The following information is provided for property owners to review and be educated on why the City is considering raising franchise fees and the pros and cons of using these increased franchise fees to fund street improvement projects versus the current method of utilizing special assessments.

## **What is a franchise fee?**

Many cities in Minnesota have a franchise agreement with each utility company (gas, electric) for the use of publicly-owned right-of-way for



their business purpose. The right-of-way is the public property located adjacent to roadways for utilities, construction access, and snow storage. By law (Minnesota Statute 216B.36), cities may charge utility companies a fee to manage the use of the publicly-owned right-of-way to deliver service.

The City determines the amount of franchise fees as established by an ordinance that is mutually agreed upon by the City and the utility company. In Faribault those utility companies are Xcel Energy (gas and electric), Steele Waseca Electric Cooperative (electric only) and Greater Minnesota Gas Co. (gas only). Existing City of Faribault franchise fees on these four utility companies are collected monthly based on a flat rate for residential and commercial customers, based on their defined customer categories.

Utility companies have the right to pass franchise fees on to their customers. Utility customers see a line item on their gas and electric bills for a “city fee.” The utility companies collect this fee and remits all of the payments directly to the City.

### **What is a street assessment?**

A street assessment is a fee levied against properties that receive direct benefit from a public improvement, such as a street improvement, and are typically limited to the properties that directly abut said improvement. Street assessments are levied according to Minnesota Statutes 429.

Home and business owners are assessed for street improvement projects and owners typically pay between 20% to 50% of the project costs based on the benefit of the improvement to property. The type of street improvement can vary, from a Mill and Overlay, to Reclamation, to Reconstruction. The expected life of a street is 60 years. Typically, you will have one type of street improvement on your street every 20 years, two mill and overlays and then a full street reconstruction.

According to the City's current special assessment policies regarding street improvement projects, home and business owners are assessed based on the amount of front footage the property has adjacent to the project street. These assessments can be quite costly and if not paid in full upfront, are added to a parcels property taxes and collected over a period of time (typically 15 years) and accrue interest as well.

Assessment amounts can vary largely due to the difference of size in each parcel and the rates can change annually. A typical residential street assessment for a mill and overlay can range from \$1,000- \$2,100 and for a reconstruction \$3,775 to \$7,550. Non-residential property assessments for street projects vary even more due to the increased variability in lot sizes but can range anywhere from \$1,000 to \$10,000+.

**What are the benefits of franchise fees over a street assessment?**

- Smaller monthly fees instead of one large assessment
- All typical single-family residential properties (assuming they have only one gas meter and one electric meter) would pay the same amount towards street improvements regardless of size of home or number of cars/drivers.
- Less time-consuming and substantially less costly overall for the city.
- Keeps maintenance and reconstruction on a proactive and timely schedule
- More equitable to people who move into, out of, or within the city

**What are the benefits of franchise fees over increasing property taxes?**

- New construction would contribute immediately, which would eliminate the one to two-year lag for the City to receive property taxes for property owners receiving municipal services
- A wider base than property taxes; property tax exempt, renters, non-profits, schools, and other entities that use the public infrastructure

pays franchise fees.

- Flat fee instead of tax increases based on property valuation increases/decreases.

### **How will the proposed franchise fee increases be used?**

The proposed franchise fee increases will be used for street maintenance, which includes mill and overlays, full depth reclamations, and reconstructions and will be used in lieu of levying special assessments for typical street improvement projects.

### **How much will I be charged?**

Residents will typically see an increased charge of \$5.00 on their electric bill and \$5.00 on their gas bill every month.

Commercial and industrial properties will need to contact their utility service provider to find your classification. When contacting your utility provider, please identify yourself as a city of Faribault commercial user.

Note regardless of property classification, franchise fees are charged on a per meter basis, so if you have multiple gas and/or electric meters/accounts, the fee will be charged on each meter based on that meter's classification.

|                              | Existing Faribault<br>2021 Franchise<br>Fees | Proposed<br>Additional<br>Franchise Fees<br>for Street<br>Improvements | Proposed Total<br>2022 Franchise<br>Fees |
|------------------------------|----------------------------------------------|------------------------------------------------------------------------|------------------------------------------|
| <b>XCEL</b>                  | Monthly Fee                                  | Monthly Fee                                                            | Total Proposed<br>Monthly Fee            |
| Electric - Residential       | \$1.63                                       | \$5.00                                                                 | \$6.63                                   |
| Electric - Sm C&I Non Demand | \$1.94                                       | \$20.00                                                                | \$21.94                                  |
| Electric - Sm C&I Demand     | \$38.72                                      | \$20.00                                                                | \$58.72                                  |
| Electric - Large C&I         | \$338.80                                     | \$100.00                                                               | \$438.80                                 |
| Gas - Residential            | \$1.96                                       | \$5.00                                                                 | \$6.96                                   |
| Gas - Comm Firm Non-Demand   | \$4.57                                       | \$20.00                                                                | \$24.57                                  |
| Gas - Comm Firm Demand       | \$39.20                                      | \$20.00                                                                | \$59.20                                  |
| Gas - Small Interruptible    | \$111.08                                     | \$20.00                                                                | \$131.08                                 |

|                              |          |          |          |
|------------------------------|----------|----------|----------|
| Gas - Med & Lg Interruptible | \$326.70 | \$100.00 | \$426.70 |
|------------------------------|----------|----------|----------|

|                               | Existing Faribault<br>2021 Franchise<br>Fees | Proposed<br>Additional<br>Franchise Fees<br>for Street<br>Improvements | Proposed Total<br>2022 Franchise<br>Fees |
|-------------------------------|----------------------------------------------|------------------------------------------------------------------------|------------------------------------------|
| <b>Steele Waseca Electric</b> | Monthly Fee                                  | Monthly Fee                                                            | Total Proposed<br>Monthly Fee            |
| Electric - Residential        | \$1.63                                       | \$5.00                                                                 | \$6.63                                   |
| Electric - Sm C&I Non Demand  | \$1.94                                       | \$20.00                                                                | \$21.94                                  |
| Electric - Sm C&I Demand      | \$38.72                                      | \$20.00                                                                | \$58.72                                  |
| Electric - Large C&I          | \$338.80                                     | \$100.00                                                               | \$438.80                                 |

|                        | Existing Faribault<br>2021 Franchise<br>Fees | Proposed<br>Additional<br>Franchise Fees<br>for Street<br>Improvements | Proposed Total<br>2022 Franchise<br>Fees |
|------------------------|----------------------------------------------|------------------------------------------------------------------------|------------------------------------------|
| <b>Greater MN Gas</b>  | Monthly Fee                                  | Monthly Fee                                                            | Total Proposed<br>Monthly Fee            |
| Gas - Residential      | \$1.96                                       | \$5.00                                                                 | \$6.96                                   |
| Gas - Small Commercial | \$4.57                                       | \$20.00                                                                | \$24.57                                  |
| Gas - Commercial       | \$4.57                                       | \$20.00                                                                | \$24.57                                  |
| Gas - Mid Commercial   | \$39.20                                      | \$20.00                                                                | \$59.20                                  |
| Gas - Large Commercial | \$39.20                                      | \$20.00                                                                | \$59.20                                  |
| Gas - Agricultural     | \$111.08                                     | \$20.00                                                                | \$131.08                                 |
| Gas - Industrial       | \$326.70                                     | \$100.00                                                               | \$426.70                                 |

### Why now?

Residents who have gone through a street assessment process have stated they do not like the large unanticipated assessment and the assessment process is complex and exhausting to figure out.

By implementing a franchise fee, residents will pay a flat fee per month. This revenue replacement is more manageable and eliminates an unanticipated expense for the projects the City has planned.

**Is this just another tax?**

This is revenue replacement - a different revenue source for the city. Franchise fees will replace special assessments and are applicable to all properties in the City who have gas and electric utility accounts regardless of their tax or tax-exempt status.

**What if I am paying for a street assessment?**

Continue to pay your street assessment. A refund program for eligible properties plan will be put in place to offset the franchise fee increase amount related to street improvements. Eligible properties with an active assessment roll for an eligible project regardless or not if the property previously paid all, some or none of their assessment will be sent a rebate form from the City after the first year of the franchise fee increase. These eligible properties will receive an annual rebate of either their street portion of their franchise fees or the amount of their assessment whichever is smaller.

**Why not add this fee to the water bill? Why don't you just charge a 'Street Fee' to each property and bill it similar to a water bill? Why go through a third party for collection?**

State law does not allow a city to charge a direct street fee for maintenance. State law does allow for the collection of a franchise fee from utility service providers for their use of the right-of-way. That is why we are charging this fee to the utility companies and then dedicate its use to maintain the city street system.

**I live in an apartment, town home or manufactured home. Will I be charged the fee?**

Yes, you will pay the standard residential fee assuming you are responsible for you gas and electric utility bills.

**Will commercial/industrial properties or state or school properties pay the fee?**

Yes, all properties with a gas and/or electric utility account will pay the fee regardless of tax/tax-exempt status.

**I live on a private road or county road. Will I be charged the fee?**

Yes, you will pay the standard residential fee.

**When will this go into effect?**

The franchise fees go into effect January 2022.

**When do I have to pay the franchise fee?**

The franchise fee is included on your gas and electric bill every month.

**How long will the city have franchise fees?**

The fee is expected to be a long-term funding option for the city and not anticipated to be eliminated.

## **Summary Publication**

### **CITY OF FARIBAULT**

#### ***ORDINANCE No. 2021-9***

#### **AMENDING APPENDIX A, ARTICLE II OF THE CITY CODE OF ORDINANCES REGARDING UTILITY FRANCHISE FEES**

On October 12, 2021, the Faribault City Council approved Ordinance 2021-9, Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees. This increase in utility franchise fees will be an alternative to levying special assessments for traditional pavement management street improvement projects (i.e. mill and overlay and street reconstructions). A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

|                 |                    |
|-----------------|--------------------|
| First Reading:  | September 24, 2021 |
| Second Reading: | October 12, 2021   |
| Publication:    | October 16, 2021   |



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Mark DuChene, City Engineer  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-212 Establish Franchise Fee Rebate Program

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### Background:

At the July 20 and August 31, 2021 City Council Work Sessions, the City Council reviewed a draft proposal to increase utility franchise fees as an alternative to levying special assessments for traditional pavement management street improvement projects (i.e. mill and overlay and street reconstructions) as well as to develop a rebate program for the portion of the franchise fee increase allocated to street improvement projects for those properties who have an active and eligible previous street improvement project assessment, regardless if they have paid any or all of their assessment off.

The City Council passed the first reading of the franchise fee ordinance on September 28, 2021, and pending approval of the second reading as presented in the preceding agenda item, Staff recommends the City Council approve Resolution 2021-212 which establishes a franchise fee rebate program for eligible properties. These rebates on eligible properties as defined in the attached resolution, would be on an annual basis starting in 2023 (for franchise fees paid in 2022) and would last as long as the duration of the eligible active special assessment rolls. Note, these rebates are for all properties which are listed on an active assessment and whose current owner matches the owner on the corresponding assessment roll, regardless if the property owner paid some, all or none of the assessment amount. The rebates are for the lesser amount of the yearly assessment balance or the portion of the franchise fee allocated for street improvements. Rebate forms will be sent out to eligible properties annually to be returned to the City for rebates to be issued.

### Recommendation:

Approve Resolution 2021-212 Establish Franchise Fee Rebate Program

### Attachments:

1. Resolution 2021-212 Franchise Rebate





## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-212**

#### **ESTABLISH FRANCHISE FEE REBATE PROGRAM**

**WHEREAS**, the City of Faribault (the "City") has adopted franchise fee ordinances for gas and electric utilities, respectively, within the City pursuant to City Ordinance Nos. 2004-21, 2004-22, 2004-23, 2018-10 and 2021-9 (the "Ordinances") thereby imposing the respective franchise fees contained therein upon Xcel Energy, Steele Waseca Cooperative Electric, and Greater Minnesota Gas, Inc. and their respective successors and assigns (collectively the "Companies"); and

**WHEREAS**, the Ordinances, respectively, provide specific franchise fees applicable to certain classifications of properties within the City as outlined in Schedule A of each of the Ordinances; and

**WHEREAS**, the respective franchise fees applicable to the respective property classifications provided in Schedule A of the respective Ordinances are applicable per customer premise/per month based on metered service to customers of the Companies within the City; and

**WHEREAS**, the City desires to use a portion of the respective franchise fee revenues collected from the Companies pursuant to the respective Ordinances for eligible public improvement projects (the "Eligible Projects"); and

**WHEREAS**, one of the purposes of collection of franchise fees is to replace future special assessments for certain Eligible Projects, which may be funded partially with revenues collected from the respective franchise fees pursuant to the Ordinances; and

**WHEREAS**, in adopting the Ordinances, the City Council has recognized that there are existing and currently outstanding special assessments that have been levied on prior Eligible Properties and that the same have been or will continue to be paid by such original property owners until the levied special assessments are paid in full; and

**WHEREAS**, for either eligible Properties, as defined herein below, with outstanding special assessments remaining to be paid, or for Eligible

Properties for which a special assessment was levied , but was otherwise paid in full prior to the original maturity date by the original property owner (collectively the "Eligible Properties"), the payment of franchise fees under the Ordinances by such original property owners would be in addition to the payment of the identified levied special assessments; and

**WHEREAS**, based on the foregoing, payment of franchise fees by the above-identified original property owners of Eligible Properties would be duplicative of the corresponding equal amount of special assessments also paid by the above-identified property owner of Eligible Properties; and

**WHEREAS**, the City Council desires to address this duplicative payment through the establishment of a franchise fee refund program whereby the duplicate amount of franchise fees paid would be refunded to the above-identified original property owners of eligible Properties on an annual claims-made basis for the period until the original maturity date of the respective special assessments.

**NOW, THEREFORE BE IT RESOLVED**, the franchise fee refund program described in the recitals hereto, which are made a part hereof, is hereby approved in the form attached hereto and incorporated herein by reference as Exhibit A.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**

## **EXHIBIT A**

### **Franchise Fee Refund Program**

**Eligible Properties:** The following properties are eligible to participate in the franchise fee refund program:

1. Properties within the City with current, levied, and outstanding special assessments thereon for Eligible Projects where such special assessments have not been paid in full upon a respective Eligible Property by the original property owner of such property; and
2. Properties within the City for which special assessments were levied for Eligible Projects, but where such special assessments on respective Eligible Properties are not currently outstanding because the same have otherwise paid in full by the original property owners of such property prior to the original maturity date of such special assessment.

No property within the City shall remain an Eligible Property for purpose of an annual franchise fee refund under this program following the date upon which the special assessment levied upon a respective Eligible Property has been paid in full and the duration of the levied special assessment has expired; the original maturity date has passed.

Notice and Claim for Refund Payment: On an annual basis, for the duration of the refund program herein provided, the City Finance Department shall post notice on the City's website for Eligible Properties to make an annual claim for an annual refund of franchise fees paid on an Eligible Property in the Eligible Amount provided herein.

**Original Property Owner:** The original property owner shall be defined as the property owner on the final assessment roll of an eligible project as approved by resolution of the City Council. In order to be eligible to participate in the Franchise Fee Refund Program, the property owner submitting for a refund must be the same property owner as listed on the final assessment roll of the eligible project as approved by resolution of the City Council. The City reserves the right, in its sole discretion, to determine eligibility of a property owner in such cases as the transfer of a property into a trust or similar property transfer.

**Eligible Projects:** Eligible Projects shall generally be defined as projects related to the City's pavement management program such as street reconstruction and pavement preservation (mill and overlay) projects. New street construction projects, utility only construction projects and projects for which no special assessments were levied are generally not eligible. The City reserves the right, in its sole discretion, to determine Eligible Projects.

**Eligible Amount of Refund:** The amount of annual refund that the original property owner of an Eligible Property may claim shall not exceed the portion of

the amount of franchise fees applicable to the Eligible Property related to Eligible Projects for the prior calendar year and paid by the Owner of the Eligible Property (the "Eligible Amount"). The Eligible Amount of an annual claim for refund of franchise fees shall also not exceed the amount of the amortized special assessment for the same period, not including interest, for which refund is sought by the original property owners of an Eligible Property.

**Annual Claim Procedure:** Owner of Eligible Property may submit Eligible Refund form to the City Finance Department between January 1 and February 28 of the subsequent year to be considered for refund. All refunds will be issued on the fourth Tuesday of March. The form will need to be accompanied with a copy of one month electric and gas bill.

**Duration of Program:** The franchise fee refund program hereby established shall terminate and be of no further force or effect at such time as there are no Eligible Properties remaining, or fifteen years from the date of this resolution, whichever occur first. Notwithstanding the foregoing, the City Council may terminate this program at any time by resolution if the City Council determines that it is in the best interest of the City to so act.



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Andy Bohlen, Chief of Police  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Resolution 2021-210 Approve Towards Zero Deaths (TZD) Agreement with the Department of Public Safety

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### Background:

Over the past several years, the Faribault Police Department has taken part in the Minnesota Department of Public Safety's Towards Zero Deaths grant program. The purpose of the program is to provide funding for law enforcement agencies to promote enhanced traffic enforcement through DUI, seatbelt use and hands-free enforcement projects. For the October 1, 2021 through September 30, 2022 grant period, the Police Department has been awarded \$34,950.00 for its participation.

Additionally, for the upcoming grant period, Sergeant Mark Krenik has been appointed Rice County's TZD Grant Coordinator.

### Recommendation:

Accept the \$34,950.00 TZD grant from the Minnesota Department of Public Safety and approve the appointment of Sergeant Mark Krenik as TZD Grant Coordinator.

### Attachments:

1. Resolution 2021-210 - Approve Towards Zero Deaths TZD Agreement with the Department of Public Safety

## **CITY OF FARIBAULT**

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### **RESOLUTION #2021-210**

#### **APPROVE TOWARDS ZERO DEATHS (TZD) AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY**

**WHEREAS**, the Minnesota Department of Public Safety, Office of Traffic Safety provides funding to law enforcement agencies to conduct enhanced traffic enforcement in Rice County through the funding of the TZD grant program; and

**WHEREAS**, the Minnesota Department of Public Safety, Office of Traffic Safety has established these funds to support law enforcement to promote and enforce traffic safety projects; and

**WHEREAS**, the City of Faribault is eligible to receive \$34,950.00 in grant funding for the participation in the TZD grant program; and

**WHEREAS**, Police Chief Andy Bohlen, or an authorized designated representative of the Faribault Police Department, is hereby authorized to execute such agreements and amendments that are necessary to implement the project on behalf of the Faribault Police Department and to be the fiscal agent and administer the grant.

**NOW, THEREFORE BE IT RESOLVED**, that the Faribault City Council hereby authorizes the Faribault Police Department to enter into a grant agreement, *Towards Zero Deaths*, with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2021 through September 30, 2022.

**Date Adopted:** October 12, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:**  
**FROM:** Tim Murray, City Administrator  
**MEETING DATE:** October 12, 2021  
**SUBJECT:** Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances - First Reading

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### **Background:**

The fines stipulated under Sec. 4-24 of the City Code of Ordinances, for violations involving alcoholic beverage licensees, only include suspensions. The Council reviewed this topic initially at the July 7, 2020 Joint Committee meeting, and then again at the October 5, 2021 Council Work Session. The Council directed that financial penalties be incorporated for first and second violations, as an alternative to a suspension. The attached ordinance reflects these changes.

### **Recommendation:**

Approve Ordinance 2021-10 on First Reading

### **Attachments:**

1. Ordinance 2021-10



**CITY OF FARIBAULT  
ORDINANCE No. 2021-10**

**AMEND SEC. 4-24. REVOCATION OR SUSPENSION OF A LICENSE OR PERMIT. OF  
THE CITY CODE OF ORDINANCES**

**THE CITY OF FARIBAULT ORDAINS:** The City Code of Ordinances shall be amended as follows:

Section 1. Section 4-24(c) of Chapter 4 of the Code of Ordinances of the City of Faribault is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

Sec. 4-24 Revocation or suspension of a license or permit and fines.

- (c) *Minimum periods of suspension and amounts of fines or when revocation is warranted.* The following are the minimum periods of suspension, minimum fines, or when revocation is warranted which shall be imposed by the city council for violations of this chapter or Minnesota Statutes, Chapter 340A or any rules promulgated under that chapter.
- (1) For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension, sale of intoxicating liquor where the only license is for 3.2 percent malt liquor, or failing to disclose information or making false statements on the application, the license shall be revoked.
  - (2) The license shall be suspended and/or fined by the city council after a finding that the holder has failed to comply with any applicable statute, rule, or provision of this chapter for at least the minimum periods as follows:
    - a. For the first violation within any three-year period, at least a one-day suspension or a \$500.00 fine, in addition to any criminal or civil penalties which may be imposed;
    - b. For the second violation within any three-year period, at least a ~~threetwo~~ consecutive days suspension or a \$1000.00 fine, in addition to any criminal or civil penalties which may be imposed;
    - c. For the third violation within any three-year period, at least a seven consecutive days suspension in addition to any criminal or civil penalties which may be imposed;
    - d. For a fourth violation within any three-year period, the license shall be revoked.

Section 2. This ordinance amendment shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: October 12, 2021

Second Reading: October 26, 2021

Publication Date: October 30, 2021

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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**Timothy C. Murray, City Administrator**