



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JULY 12, 2022

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions – None**
- 3. Approve minutes of June 28, 2022 City Council Meeting**
 - A. Approve minutes of the June 28, 2022 City Council Meeting
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2022-144 Accept Donation to Parks and Recreation Department
 - C. Approve Reclassification of Assistant to the City Administrator Position and Revised Job Description
 - D. Approve Private Hangar Land Lease Agreement
 - E. Resolution 2022-146 Authorizing Execution of a Memorandum of Understanding with Bird Rides, Inc. Related to the Deployment of Stand-Up Scooters in the City
 - F. Accept Professional Services Proposal for Riverchase Addition Regional Stormwater Basin Design
 - G. Accept Quotes for Customer Support and Extended Service Agreements for Generator at Water Reclamation Facility
 - H. Resolution 2022-147 Authorize Federal Aviation Administration Agreement for Project No. 3-27-0030-017-2022 for Airport Airfield Lighting Improvements Project
 - I. Approve Agreement with Municode for Ordinance Supplement Services
 - J. Resolution 2022-148 Appoint Election Judges for the 2022 Elections
 - K. Resolution 2022-149 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts
- 5. Requests to be Heard**
- 6. Public Hearings – None**
- 7. Items for Discussion - None**
- 8. Bids**
 - A. Resolution 2022-145 Accept Bids for 2022 Prairie Ridge Park Improvements - Contract 2022-09
- 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.



CITY COUNCIL MINUTES-Draft

COUNCIL CHAMBERS

TUESDAY, JUNE 28, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also in attendance were City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Police Chief John Sherwin, Public Works Director Travis Block, City Engineer Mark DuChene, City Planner David Wanberg, Human Resources Manager Kevin Bushard and City Attorney Scott Riggs.

Presentations/Introductions - None

Approve minutes of June 14, 2022 City Council Meeting

Motion by Ross, seconded by van Sluis to approve the June 14, 2022 City Council Meeting Minutes and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2022-134 Appoint Primary and General Election Judges
- C. Resolution 2022-135 Approve Massage Therapist License
- D. Approve Hangar Rental Agreements
- E. Resolution 2022-140 Authorizing Execution of a Sub-Grantee Agreement with KK&G Properties LLC Related to the DEED Redevelopment Grant Contract for the Farmer Seed Redevelopment Project
- F. Resolution 2022-139 Approve Hiring of Building Permit Technician
- G. Approve Personnel Policy Updates and New Policies
- H. Approve Quote to Install Irrigation System at Fleckenstein Bluffs Park
- I. Resolution 2022-141 Approve Pet Parade Street Closures and Parking Restrictions
- J. Resolution 2022-142 Approve Use of North Alexander Park for Spooktacular Walk/Run
- K. Resolution 2022-143 Adopting the 2022-2024 Non-Union Compensation Plan (Revised)
- L. Approve Fourth Amendment to Tower Lease at 1225 Parshall St.
- M. Approve LG220 Application for Exempt Permit for Southern MN Rugby Football Association
- N. Approve LG230 Application to Conduct Off-Site Gambling for Faribault Wrestling

Motion by Caron, seconded by Spooner to approve Consent Agenda Items 4A-4N, Spooner abstained from voting on Item 4B. Resolution 2022-134 Appoint Primary and General Election Judges and Mayor Voracek abstained from voting on 4M. Approve LG220 Application for Exempt Permit for Southern MN Rugby Football Association due to a conflict of interest and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Ordinance 2022-13 Amend the Faribault Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit - Second Reading and Approve Summary Publication - Ordinance 2022-13; Resolution 2022-138 Adopt City of Faribault Developer's Guide for Stormwater Management and Resolution 2022-137 Adopt 2022 City of Faribault Surface Water Management Plan

City Engineer Mark DuChene on May 25, 2022, the City Council approved the first reading of Ordinance 2022-13 amending the Faribault City Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit. The City's MS4 permit, which is a required permit administered by the MN Pollution Control Agency (MPCA) and mandated by the Federal EPA, expired in 2018 and was reissued in 2020. The City received approval of the City's renewal application in October 2021 and has 12 months from that date to update City ordinance and policies to be in permit compliance. Since the first reading of Ordinance 2022-13, the City has received no comments.

As part of the City's Municipal Separate Storm Sewer System (MS4) permit renewal, the City hired a consultant to update the City's Surface Water Management Plan (SWMP). The previous SWMP was completed in 2004. The updated SWMP includes many changes from the 2004 plan including a City-wide storm sewer model, updates to design standards and reflects the City's staged growth plan as adopted by the City's Journey to 2040 Comprehensive Plan.

The SWMP was discussed with the Environmental Commission on April 25, 2022 and the City Council at their work session on May 3, 2022 and the regular Council meeting on May 25, 2022, and those comments have been incorporated into the final SWMP.

It was also determined to be in the best interest of the City and its residents, developers and builders to develop a Guide for Stormwater Management that synthesizes and puts in one place all the applicable federal, state and local regulations regarding stormwater management. The City of Faribault Guide for Stormwater Management achieves that goal of creating a single stand-alone document for residents, developers and builders to follow in regards to storm water rules and regulations and simplifies the existing code of ordinances and makes the City able to more easily react to changes in regulations by simply changing the developer's guide rather than the cumbersome process of updating ordinances. The proposed Developer's Guide for Stormwater Management was discussed with the Environment Commission on April 25, 2022 and the City Council at their work session on May 3, 2022, and the Planning Commission on May 16, 2022; those comments have been incorporated into the updated document.

Mayor Voracek asked if the City still has to manage a permit that they do not get any payment for, DuChene explained that the MS4 requires us to manage the construction permits, there is a \$400 fee that is paid to the state, and the City is in charge of enforcement.

Motion by Ross, seconded by Wood to approve Ordinance 2022-13 Amend the Faribault Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Spooner, seconded by Ross to Approve Summary Publication - Ordinance 2022-13 and carried unanimously.

Motion by van Sluis, seconded by Wood to approve Resolution 2022-138 Adopt City of Faribault Developer's Guide for Stormwater Management and carried unanimously.

Motion by Wood, seconded by Caron to approve Resolution 2022-137 Adopt 2022 City of Faribault Surface Water Management Plan and carried unanimously.

Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - Second Reading and Approve Summary Publication - Ordinance 2022-14; Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - Second Reading and Approve Summary Publication - Ordinance 2022-15 and Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - Second Reading and Approve Summary Publication - Ordinance 2022-16

City Planner David Wanberg stated that the first readings of Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE; Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional and Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan took place on June 14, 2022. Since that time no substantive changes had been made and no comments were received from the public.

Motion by Caron, seconded by Ross to approve Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Spooner, seconded by van Sluis to approve Summary Publication - Ordinance 2022-14 and carried unanimously.

Motion by Wood, seconded by van Sluis to approve Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0.

Motion by Ross, seconded by Caron to approve Summary Publication - Ordinance 2022-15 and carried unanimously.

Motion by Ross, seconded by van Sluis to approve Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0.

Motion by Caron, seconded by Spooner to approve Summary Publication - Ordinance 2022-16 and carried unanimously.

Ordinance 2022-17 Rezone the Parcels at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - Second Reading and Approve Summary Publication - Ordinance 2022-17

City Planner David Wanberg explained that on June 14, 2022, the City Council approved the first reading of Ordinance 2022-17, which rezones the parcels at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial, to C-2, Highway Commercial. Since the first reading of the ordinance, the City received no public comments, and Staff made no substantive changes to the ordinance.

Motion by Ross, seconded by Spooner to approve Ordinance 2022-17 Rezone the Parcels at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0.

Motion by van Sluis, seconded by Wood to approve Summary Publication - Ordinance 2022-17 and

carried unanimously.

Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - Second Reading and Approve Summary Publication - Ordinance 2022-18; Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - Second Reading and Approve Summary Publication - Ordinance 2022-19; Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - Second Reading and Approve Summary Publication - Ordinance 2022-20; Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - Second Reading and Approve Summary Publication - Ordinance 2022-21

City Administrator Tim Murray explained that as part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault, the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The first reading of Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental; Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses; Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses and Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program took place at the June 14th City Council meeting. Since the first reading of the ordinances no changes have been made.

Mayor Voracek stated that there have been a few comments in out in the public some positive and some negative, some residents of Faribault thought that the City should fight to the death on this and others understood that sometimes you need to cut your losses and go in a certain way because it is in everyone's best interest.

Motion by Ross, seconded by van Sluis to approve Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0.

Motion by Caron, seconded by Wood to Approve Summary Publication - Ordinance 2022-18 and carried unanimously.

Motion by Viscomi, seconded by van Sluis to approve Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:03

Motion by Ross, seconded by Spooner to Approve Summary Publication - Ordinance 2022-19 and carried unanimously.

Motion by Wood, seconded by van Sluis to approve Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0.

Motion by van Sluis, seconded by Caron to approve Summary Publication - Ordinance 2022-20 and carried unanimously.

Motion by Viscomi, seconded by Spooner to approve Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0.

Motion by Caron, seconded by Ross to approve Summary Publication - Ordinance 2022-21 and carried unanimously.

Bids

Resolution 2022-136 Accept Bids for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions - Contract 2022-10

City Engineer Mark DuChene informed the Council that on Wednesday, June 22, 2022, bids were received for the proposed 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions, Contract 2022-10 project including building, pavement and utility removals for the future redevelopment of the project properties.

The bids were tabulated as follows:

Fitzgerald Excavating, Goodhue, MN	\$ 139,500
Schumacher Excavating, Inc., Zumbrota, MN	\$ 186,680
JJD Companies, Blooming Prairie, MN	\$ 222,140
Timm's Trucking and Excavating, Morristown, MN	\$ 273,920
Rachel Contracting, LLC, St. Michael, MN	\$ 292,830
LinnCo, Inc., Sartell, MN	\$ 297,000
H&T Trucking, Stillwater, MN	\$ 438,210
Kevitt Companies, Crystal, MN	\$ 617,320
Engineer's Estimate	\$ 295,000

Based on the low bidder's prices, the total estimated funding for the project, including contingencies and engineering fees, is \$167,400 and will be paid from the Public Facilities Fund which may be at least partially reimbursed in the future through the creation of one or more TIF districts related to the redevelopment of the properties.

It was recommended to award to the low bidder, Fitzgerald Excavating and Trucking. Construction on the project is scheduled to begin in July and be substantially completed by the end of August, 2022.

Councilor Wood asked what the timeline was for the project, DuChene stated that the VP On-line site would be done by August 1, 2022 and the others by August 30, 2022. Mayor Voracek asked if there was a penalty for any change orders, DuChene explained that it is outlined in the contract. Councilor Viscomi asked if the City would be salvaging of the materials, Mayor Voracek stated that we are not and Councilor Ross stated that the contractor could.

Motion by Wood, seconded by Ross to approve Resolution 2022-136 Accept Bids for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions - Contract 2022-10 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided as part of the Council meeting packet. City Administrator Murray stated that the Fourth of July Fireworks will be held at the Rice County Fairgrounds as is the past.

Adjournment

Motion by Ross, seconded by Caron to adjourn and carried unanimously.

The meeting was adjourned at 6:20 pm

Respectfully Submitted,

Heather Slehta
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: July 12, 2022
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,308,310.75, which includes check numbers 175104 to 175212 and automatic clearing house payments.

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

Recommendation:

Approve the attached List of Claims for Release.

Attachments:

1. 07-12-2022 Council AP List

AP
AP Council Approval 07-12-2022



User: astadler
Printed: 7/7/2022 1:36:51 PM

Check Numb	Last Name	Acct 1	Amount	Description
175120	1st Line/Leewes Ventures LLC	101-45125-450-42990	274.75	Slush Flavoring for Resale at Aquatic Center
	1st Line/Leewes Ventures LLC		274.75	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	713.04	Candy/Freezies for Resale at Aquatic Center
0	A H Hermel Candy & Tobacco	101-45125-450-42990	343.81	Freezies/Cups/Ice Cream for Resale at Aquatic Center
0	A H Hermel Candy & Tobacco	101-45125-450-42990	414.32	Freezies/Candy/Cups for Resale at Aquatic Center
0	A H Hermel Candy & Tobacco	101-45125-450-42990	388.37	Hot Dogs/Candy/Freezies for Resale at Aquatic Center
	A H Hermel Candy & Tobacco		1,859.54	
0	ABM Equipment LLC	602-49450-000-42210	154.57	Cord Reel Truck Unit #2
	ABM Equipment LLC		154.57	
175121	Abra Auto Body & Glass - Faribault	705-41950-000-44450	983.88	Repairs to Police #9
	Abra Auto Body & Glass - Faribault		983.88	
0	All Pro Cleaners LLC	898-46310-000-44010	1,068.93	35.75 Hours Janitorial Service June 2022
0	All Pro Cleaners LLC	241-46330-461-44010	156.98	Trash/Litter Clean Up 49 units
	All Pro Cleaners LLC		1,225.91	
175122	Amazon Capital Services	101-45500-450-42010	30.95	CD Cases
175122	Amazon Capital Services	101-42110-420-42110	31.79	iPhone Case & Screen Protectors for P Caron
175122	Amazon Capital Services	101-42700-420-42110	14.46	Phone Protectors (2)
175122	Amazon Capital Services	101-42700-420-42210	135.34	Truck Bed Mat
175122	Amazon Capital Services	101-45500-450-42190	22.89	Books
175122	Amazon Capital Services	101-41580-410-42020	69.96	Cable Adapters
175122	Amazon Capital Services	101-42121-420-42020	129.98	USB Flash Drives
175122	Amazon Capital Services	101-42121-420-42180	163.69	Tourniquet Holders
175122	Amazon Capital Services	101-42700-420-42420	384.99	Scanner

Check Numb	Last Name	Acct 1	Amount	Description
175122	Amazon Capital Services	101-41580-410-42020	170.00	Replacement Toner for IT Badge Printer
175122	Amazon Capital Services	101-41580-410-42020	54.04	Earbuds for IT
175122	Amazon Capital Services	101-45500-450-42190	33.22	Books
175122	Amazon Capital Services	101-45500-450-42190	83.03	Books
175122	Amazon Capital Services	601-49430-000-42210	207.14	Concrete Saw Parts
175122	Amazon Capital Services	601-49430-000-42210	-39.67	Concrete Saw Parts
Amazon Capital Services			1,491.81	
0	Arrow Electric LLC	101-42110-420-44010	282.75	Convert Hallway Light Fixtures to LED - Upper Hallway (3)
0	Arrow Electric LLC	476-43121-430-45302	4,398.47	(2022-02) Electrical Work 1st Ave NW Parking Lot Project
0	Arrow Electric LLC	225-49810-430-44010	138.00	Airport Gate Repair
0	Arrow Electric LLC	101-45122-450-44010	277.71	Repair Cord and Replace ADA Door Opener
0	Arrow Electric LLC	101-45122-450-44010	190.55	Install Cord for Temporary Power-Community Center
0	Arrow Electric LLC	476-43121-430-45302	93.65	(2022-02) Electrical Work at 30 5th St NW
0	Arrow Electric LLC	101-43121-430-44010	226.67	Bollard Light Install
0	Arrow Electric LLC	101-45200-450-43090	184.00	Tennis Courts Electrical Service Repairs
0	Arrow Electric LLC	101-45122-450-44010	325.43	Repair Pool Lights
0	Arrow Electric LLC	431-45122-450-45400	1,243.25	Pool Heater Hook Up
0	Arrow Electric LLC	602-49480-000-44045	105.39	UV Electrical Repair
0	Arrow Electric LLC	101-45122-450-44010	1,721.89	Install Wiring for Sauna
0	Arrow Electric LLC	898-46310-000-44010	99.50	Locate Underground Wires-New Sign Installation
0	Arrow Electric LLC	101-45200-450-44010	599.02	Central Park Band Shelter/Post Electric Repairs
0	Arrow Electric LLC	602-49450-000-44010	23.59	Bollard Light Install
0	Arrow Electric LLC	101-41940-410-44010	330.15	Repair Roof Exhaust Fan-City Hall
0	Arrow Electric LLC	603-49500-000-44010	3.35	Bollard Light Install
0	Arrow Electric LLC	101-43160-430-44045	1,338.88	Street Light Repairs
0	Arrow Electric LLC	601-49430-000-44010	23.59	Bollard Light Install
Arrow Electric LLC			11,605.84	
175123	Aspen Mills	101-42123-420-42180	69.66	Cargo Pants - Under Vest Shirt / T Wilson
175123	Aspen Mills	101-42121-420-42180	102.45	Bike Pants / T Larson
175123	Aspen Mills	101-42220-420-42180	52.26	Fireman Radio Strap
Aspen Mills			224.37	
0	Associated Graphic Arts Inc	101-42220-420-42110	50.00	Name Decals
Associated Graphic Arts Inc			50.00	
175124	Astleford International & Isuzu	101-43121-430-42210	579.13	Exhaust Recirculation Valve Manifold Assembly-Street110

Check Numb	Last Name	Acct 1	Amount	Description
	Astleford International & Isuzu		579.13	
175125	Atlas Business Solutions Inc	101-42110-420-43095	1,044.00	ScheduleAnywhere License
	Atlas Business Solutions Inc		1,044.00	
0	Auto Value Parts Store	225-49810-430-42210	89.97	Mower Parts
	Auto Value Parts Store		89.97	
175126	Baehr Andrew	601-00000-000-20200	271.63	Refund Check 018755-001, 1004 3 St SE
	Baehr Andrew		271.63	
175127	Baker & Taylor Entertainment	101-45500-450-42190	22.18	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	199.40	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	100.25	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	21.85	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	84.88	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	13.31	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	16.93	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	38.49	Books
175127	Baker & Taylor Entertainment	101-45500-450-42190	578.33	Books
	Baker & Taylor Entertainment		1,075.62	
175128	Bakken Christopher	601-00000-000-20200	20.28	Refund Check 018925-002, 1524 Central Ave
	Bakken Christopher		20.28	
175129	Benson Fawn	601-00000-000-20200	83.00	Refund Check 018257-000, 728 Division St W
	Benson Fawn		83.00	
175130	Berg Stacy	601-00000-000-20200	45.45	Refund Check 006109-000, 825 10 St SW
	Berg Stacy		45.45	
0	BHE Renewables	602-49480-000-43810	10,794.45	Solar Energy - May
	BHE Renewables		10,794.45	

Check Numb	Last Name	Acct 1	Amount	Description
0	Bolton & Menk Inc	602-49450-000-45300	11,539.50	2023 TH 3 Sanitary Sewer Project Engineering
0	Bolton & Menk Inc	401-43121-430-45300	274.00	2023 TH 3 Trail Engineering
0	Bolton & Menk Inc	601-49430-000-45300	3,115.00	(2019-12A) NW Area Water Tower May 14-June 10 2022
	Bolton & Menk Inc		14,928.50	
0	Border States Industries Inc	601-49430-000-42110	20.61	Photo Eye For Lights
	Border States Industries Inc		20.61	
175131	Bug Busters Inc	241-46330-461-44010	47.00	1532 Western-Mouse/Pest Control
	Bug Busters Inc		47.00	
175104	c/o Teledoc Inc Healthiest You	101-00000-000-21707	1,000.00	Healthiest You - July
	c/o Teledoc Inc Healthiest You		1,000.00	
175132	Carlisle-Garcia Moises Garcia Tosca	601-00000-000-20200	24.50	Refund Check 024558-000, 612 Tatepaha Blvd
	Carlisle-Garcia Moises Garcia Tosca		24.50	
175133	Cemstone Products Co Inc	603-49500-000-42240	779.50	Storm Sewer Repair Concrete
175133	Cemstone Products Co Inc	101-45200-450-42110	550.00	Repair Concrete
	Cemstone Products Co Inc		1,329.50	
175134	Cengage Learning Inc	101-45500-450-42190	38.50	Books
	Cengage Learning Inc		38.50	
175135	CenturyLink	602-49450-000-43210	65.81	507-334-0586 787
175135	CenturyLink	902-00000-000-23935	-552.55	Monthly Service 06/13/22-07/12/22
175135	CenturyLink	601-49430-000-43210	87.88	507-332-9045 313Sensus Back-up Dialer
175135	CenturyLink	101-41940-410-43210	284.63	507-332-2400 019
175135	CenturyLink	902-00000-000-23935	552.55	Monthly Service 06/13/22-07/12/22
175135	CenturyLink	225-49810-430-43210	65.81	507-334-2850 219
175135	CenturyLink	101-45500-450-43210	48.42	507 334-0138 069 Elevator Phone
	CenturyLink		552.55	
175136	Chadderdon Lumber	101-45200-450-42230	27.99	Facia Cover/Nails

Check Numb	Last Name	Acct 1	Amount	Description
	Chadderdon Lumber		27.99	
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry-Shop Towels
0	Cintas Corporation	602-49480-000-44060	18.61	Lab Towels/Floor Mats
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry Services
0	Cintas Corporation	601-49430-000-44060	2.37	Laundry PWP
0	Cintas Corporation	602-49450-000-44060	2.37	Laundry PWP
0	Cintas Corporation	101-43121-430-44060	22.76	Laundry PWP
0	Cintas Corporation	898-46310-000-42110	6.00	Hand Sanitizer/Stand
0	Cintas Corporation	898-46310-000-44060	14.04	Mats
0	Cintas Corporation	101-41940-410-44060	26.76	Mops and Towels Laundry Services
0	Cintas Corporation	603-49500-000-44060	0.34	Laundry PWP
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43126-430-44060	12.43	Laundry Mechanics
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
	Cintas Corporation		359.43	
175137	City of Faribault	241-46330-461-44375	187.00	910 SW 1st Street to Water Account 022499-001
175137	City of Faribault	241-46330-461-44375	14.00	1812 Shumway to Water Acct 024912-001
175137	City of Faribault	241-46330-461-44375	1.00	523 Division Water Account 016055-000
175137	City of Faribault	241-46330-461-44375	246.00	621 Hulet Ave to Water Account 022536-001
175137	City of Faribault	241-46330-461-44375	242.00	830 SW 9th Ave to Water Account 020404-000
175137	City of Faribault	241-46330-461-44375	214.00	1532 Western Ave to Water Acct 021919-000
175137	City of Faribault	241-46330-461-44375	206.00	523 Lincoln to Water Account 022629-001
175137	City of Faribault	241-46330-461-44375	217.00	904 B Spring Road to Water Account 020841-000
175137	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - May
175137	City of Faribault	873-49499-000-43850	3,789.73	Roberds Lake SIU Bill - May
	City of Faribault		5,710.73	
175138	CL Bensen Company Inc	101-42110-420-42230	609.94	Building Filters

Check Numb	Last Name	Acct 1	Amount	Description
	CL Bensen Company Inc		609.94	
175139	Clean River Partners	603-49500-000-43090	4,404.70	SWPPP Education 2nd Quarter 2022
	Clean River Partners		4,404.70	
175105	Colonial Life	101-00000-000-21711	80.00	PR Batch 00513.07.2022 Short Term Disability
	Colonial Life		80.00	
175140	Community Co-op Oil Assn	603-49500-000-42220	463.95	Tires for Stormwater #105
175140	Community Co-op Oil Assn	603-49500-000-42120	55.80	Non-Oxy Fuel For Small Engines
175140	Community Co-op Oil Assn	101-00000-000-15520	16,360.00	Unleaded Fuel for Vehicles and Equipment
175140	Community Co-op Oil Assn	101-00000-000-15520	19,435.14	Diesel Fuel for Vehicles and Equipment
	Community Co-op Oil Assn		36,314.89	
175141	Compliance Signs LLC	898-46310-000-42110	257.76	Parking Signs
	Compliance Signs LLC		257.76	
175112	Consolidated Communications	101-41110-410-43250	13.42	Council Chambers TV Services
175112	Consolidated Communications	902-00000-000-23935	880.21	Consolidated Communications
175112	Consolidated Communications	902-00000-000-23935	-880.21	Consolidated Communications
175112	Consolidated Communications	101-42110-420-43210	570.54	Police Phone Services and Long Distance Fees
175112	Consolidated Communications	601-49430-000-43250	72.65	Water Plant DSL w/ Static IP
175112	Consolidated Communications	101-41940-410-43250	223.60	City Hall Metro Line
	Consolidated Communications		880.21	
175142	Court Sports and More	101-45140-450-42110	1,100.00	Bags
175142	Court Sports and More	101-45110-450-42180	249.40	Tee Shirts-Community Center Staff
175142	Court Sports and More	101-45140-450-42110	565.50	Tee Shirts - Youth Programs
175142	Court Sports and More	101-45140-450-42180	257.75	Tee Shirts-Youth Programs Staff
175142	Court Sports and More	101-45140-450-42110	2,832.15	Tee Shirts-Youth Programs
175142	Court Sports and More	101-45140-450-42110	351.00	Tee Shirts - Youth Programs
175142	Court Sports and More	101-45200-450-42180	794.00	Tee Shirts-Parks Staff
175142	Court Sports and More	101-45125-450-42180	216.00	Tee Shirts-Aquatic Center Staff
175142	Court Sports and More	101-45130-450-42110	268.00	Tee Shirts-Adult Programs
175142	Court Sports and More	101-45122-450-42180	1,737.05	Tee Shirts-Pool Staff
175142	Court Sports and More	101-45125-450-42180	1,737.05	Tee Shirts-Aquatic Center Staff
175142	Court Sports and More	101-45140-450-42180	89.80	Tee Shirts-Youth Programs

Check Numb	Last Name	Acct 1	Amount	Description
175142	Court Sports and More	101-45130-450-42110	320.20	Tee Shirts-Adult Programs
175142	Court Sports and More	101-45140-450-43130	324.00	Safety Camp Tee Shirts
175142	Court Sports and More	101-45130-450-42110	572.50	Tee Shirts-Adult Programs
	Court Sports and More		11,414.40	
175143	Crane Creek Asphalt	601-49430-000-42240	23,135.48	Asphalt Wear Course
175143	Crane Creek Asphalt	101-43121-430-42240	6,404.00	Asphalt For Street Patching
	Crane Creek Asphalt		29,539.48	
0	Culligan	101-41940-410-44160	189.55	Drinking Water Equipment Rental
0	Culligan	101-45500-450-44160	38.20	Drinking Water Equip Rental
0	Culligan	101-45122-450-44160	37.10	Drinking Water Equipment Rental
0	Culligan	898-46310-000-42110	401.98	Water Softener Repair Parts Core
	Culligan		666.83	
175144	Curtis Kasey	601-00000-000-20200	69.44	Refund Check 021476-001, 1207 Maple Ln
	Curtis Kasey		69.44	
0	Dakota Supply Group	601-49430-000-42410	94.00	Valve Box Cover Graber
	Dakota Supply Group		94.00	
175145	Dalco	101-42110-420-42230	67.52	Bathroom Disinfectant - Swifter Refill
	Dalco		67.52	
175146	Daleiden Donna	601-00000-000-20200	35.00	Refund Check 005944-000, 620 8 St SW
	Daleiden Donna		35.00	
175147	Davenport Group Inc	101-41580-410-42420	1,935.00	Optiplex Computer-Carlson & Dell Laptop Computer/Docking-Remold
175147	Davenport Group Inc	101-42110-420-42420	1,152.00	Laptop/Docking Station-J Sherwin
175147	Davenport Group Inc	101-42123-420-42420	3,915.00	Desktop-M Knutson/E Sammon/M Krenik/B Gilem & Cube 1
175147	Davenport Group Inc	101-42124-420-42420	2,349.00	Desktop-Station 1/2/3
	Davenport Group Inc		9,351.00	
175113	Deputy Registrar	101-42110-420-44390	35.00	Application Fee to Title 2020 Ford #2707 - Police

Check Numb	Last Name	Acct 1	Amount	Description
	Deputy Registrar		35.00	
175148	Diamond Vogel, Inc.	101-43170-430-42240	3,926.00	Traffic Paint
175148	Diamond Vogel, Inc.	601-49430-000-42110	296.68	Paint For Painting Hydrants
	Diamond Vogel, Inc.		4,222.68	
175149	Dufours Cleaners	101-42220-420-42180	25.00	Turnout Gear Repair
	Dufours Cleaners		25.00	
175150	E O Johnson Company Inc-Dallas	101-45500-450-44160	325.13	Lanier IM C2500 Copier
175150	E O Johnson Company Inc-Dallas	101-45110-450-44160	491.20	Lanier Copier Lease
	E O Johnson Company Inc-Dallas		816.33	
175151	Erickson Kathleen	601-00000-000-20200	60.65	Refund Check 009603-000, 1613 20 Ave NW
	Erickson Kathleen		60.65	
0	Falkstone LLC	101-43121-430-42240	491.54	Sealcoat Rock
	Falkstone LLC		491.54	
175152	Fareway Stores Inc #126	101-45130-450-42110	5.68	Water for the Band-Concerts in the Park
175152	Fareway Stores Inc #126	101-42110-420-42110	46.84	Water - Gatorade - Ice / Heritage Days Parade
175152	Fareway Stores Inc #126	101-42123-420-42110	25.20	Water - Gatorade - Ice
175152	Fareway Stores Inc #126	101-45110-450-42115	4.98	Water and Ice
175152	Fareway Stores Inc #126	101-41940-410-42110	23.91	Coffee and Plasticware
175152	Fareway Stores Inc #126	101-45130-450-42110	5.68	Water for Band - Concerts in the Park
	Fareway Stores Inc #126		112.29	
175114	Faribault Ace Hardware	898-46310-000-42110	23.92	Fasteners
175114	Faribault Ace Hardware	898-46310-000-42110	12.55	Battery
175114	Faribault Ace Hardware	898-46310-000-42110	2.88	Plumbing Supplies
175114	Faribault Ace Hardware	898-46310-000-42110	9.65	Joint Compound
175114	Faribault Ace Hardware	240-46210-460-42410	12.54	Screwdriver/Drill Bit
175114	Faribault Ace Hardware	898-46310-000-42110	32.83	Door Sweep Weatherstrip
175114	Faribault Ace Hardware	898-46310-000-42110	24.27	Appliance Paint/Washer Hose/Sandpaper/Vinyl Tubing
175114	Faribault Ace Hardware	898-46310-000-42110	20.05	Spackling/WD40
175114	Faribault Ace Hardware	898-46310-000-42110	18.13	Grout/Putty Knife/Jigsaw Blade

Check Numb	Last Name	Acct 1	Amount	Description
175114	Faribault Ace Hardware	898-46310-000-42110	62.59	USA Flag/Rope/Clip
175114	Faribault Ace Hardware	898-46310-000-42110	34.86	Fasteners
175114	Faribault Ace Hardware	898-46310-000-42110	14.48	Batteries Lithium 3 Volt
175114	Faribault Ace Hardware	898-46310-000-42110	53.68	Picnic Table Umbrella
175153	Faribault Ace Hardware	101-42110-420-42110	17.98	Magnet Used to Pick up Nails and Screws from Roadway
175153	Faribault Ace Hardware	101-45200-450-42110	28.75	Air Hose Couplers
175153	Faribault Ace Hardware	101-45122-450-42210	32.90	Spring Clips - Fitness Equipment
175153	Faribault Ace Hardware	101-45125-450-42110	24.77	Hooks/Fasteners
175153	Faribault Ace Hardware	101-45200-450-42110	59.00	Plumbing Fittings
175153	Faribault Ace Hardware	101-41940-410-42110	-2.51	Returned Handle
175153	Faribault Ace Hardware	101-42210-420-42230	103.54	Paint / Brushes / Rollers / Trays
175153	Faribault Ace Hardware	101-45125-450-42110	10.04	Fly Swatters
175153	Faribault Ace Hardware	101-45130-450-42110	72.87	Totes
175153	Faribault Ace Hardware	101-45140-450-42110	95.32	Sunscreen for Youth Programs
175153	Faribault Ace Hardware	101-42110-420-42110	16.19	Cablelock
175153	Faribault Ace Hardware	101-42220-420-42210	0.27	Fasteners #2120
175153	Faribault Ace Hardware	602-49480-000-42110	83.99	Wasp Spray Cleaning Supplies
175153	Faribault Ace Hardware	101-41940-410-42110	31.49	Weed Killer
175153	Faribault Ace Hardware	101-45140-450-43130	8.99	Safety Camp Marking Paint
175153	Faribault Ace Hardware	101-42210-420-42110	7.99	Fasteners
175153	Faribault Ace Hardware	101-42220-420-42410	6.29	Glass Cutter
175153	Faribault Ace Hardware	101-45200-450-42110	14.39	Pipe Coupling
175153	Faribault Ace Hardware	101-45122-450-42110	77.50	Trash Bags/Laundry Detergent & Air Filters
175153	Faribault Ace Hardware	101-45200-450-42110	18.40	Measuring Cup/Stakes
175153	Faribault Ace Hardware	101-45140-450-42110	8.99	Rubber Mallet
175153	Faribault Ace Hardware	101-45200-450-42110	8.99	PVC Primer
175153	Faribault Ace Hardware	601-49430-000-42110	-22.49	Locking Plug Return Credit
175153	Faribault Ace Hardware	601-49430-000-42110	22.49	Locking Plug
175153	Faribault Ace Hardware	101-45200-450-42110	50.00	Garden Sprayer
	Faribault Ace Hardware		1,098.57	
0	Faribault Fleet Supply Inc	101-41940-410-42110	33.98	Weed Killer and Sprayer
0	Faribault Fleet Supply Inc	101-45200-450-42110	63.03	Plumbing Supplies
0	Faribault Fleet Supply Inc	101-43121-430-42110	19.98	Pruning Seal
0	Faribault Fleet Supply Inc	101-45200-450-42230	57.03	Electrical Conduit
0	Faribault Fleet Supply Inc	101-43170-430-42110	11.59	Blow Gun
0	Faribault Fleet Supply Inc	101-45125-450-42110	31.48	Wasp/Hornet Spray/Insecticide
0	Faribault Fleet Supply Inc	101-43121-430-42110	11.49	Oil For Chainsaws
0	Faribault Fleet Supply Inc	101-45125-450-42110	13.96	Hardware for Aquatic Center
0	Faribault Fleet Supply Inc	602-49450-000-42110	18.04	Plumbing Supplies Unit #7
0	Faribault Fleet Supply Inc	101-41940-410-42110	-49.99	Returned Hose
0	Faribault Fleet Supply Inc	601-49430-000-42110	15.99	3 Wire Plug

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	101-41940-410-42110	74.47	Hose/Taping Knife/Ready Mix
0	Faribault Fleet Supply Inc	101-41940-410-42410	17.78	Bit Set and Bit Holder
	Faribault Fleet Supply Inc		318.83	
175154	Faribault Rental Equipment Inc	101-45200-450-44160	58.32	Auger Rental
175154	Faribault Rental Equipment Inc	101-43121-430-42110	4.86	Filler Cap For Chainsaw
175154	Faribault Rental Equipment Inc	603-49500-000-42210	26.71	Parts For Weed Trimmer & Chainsaw
	Faribault Rental Equipment Inc		89.89	
0	Fastenal Company	101-43126-430-42110	-168.50	Nuts And Bolts For Stock
0	Fastenal Company	602-49480-000-42170	174.20	Safety Glasses/Ear Plugs
0	Fastenal Company	601-49430-000-42210	15.39	Nuts and Bolts for Stock
0	Fastenal Company	101-42123-420-42210	10.26	Nuts and Bolts for Stock
0	Fastenal Company	101-45200-450-42210	20.50	Nuts and Bolts for Stock
0	Fastenal Company	101-43121-430-42210	41.03	Nuts and Bolts for Stock
0	Fastenal Company	602-49450-000-42210	15.39	Nuts and Bolts for Stock
	Fastenal Company		108.27	
0	Fette Electronics Inc	101-45122-450-44010	1,993.00	Install Timer Locks for Doors-Community Center
0	Fette Electronics Inc	601-49430-000-44045	455.00	WTP Security Camera Repair
0	Fette Electronics Inc	101-45125-450-43090	95.00	Remount Camera/Motion in Front Service Area
0	Fette Electronics Inc	101-45125-450-42110	7.99	25' Auxiliary Cable
0	Fette Electronics Inc	101-45125-450-42110	9.99	Extension Cord
	Fette Electronics Inc		2,560.98	
175155	Flom Dave	101-45130-450-43131	1,200.00	Concert in the Park Band Fee - July 21
	Flom Dave		1,200.00	
0	Flom Disposal	241-46330-461-43840	21.40	1518-1536 Western Trash/Litter Can Removal Thru 7/31/22
0	Flom Disposal	898-46310-000-43840	240.10	Trash Disposal Thru 7/31/2022
0	Flom Disposal	241-46330-461-43840	158.48	910 SW 1st Street Trash Removal Thru 7/31/22
	Flom Disposal		419.98	
175156	Ford Mike	601-00000-000-20200	44.04	Refund Check 007748-001, 1205 Amber Ln
	Ford Mike		44.04	

Check Numb	Last Name	Acct 1	Amount	Description
175157	Geiger	101-42110-420-42180	128.40	Shirts - Paul Caron
	Geiger		128.40	
0	Godfather's Pizza	101-45125-450-42990	338.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	182.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45110-450-42115	43.59	Pizza for Meeting
0	Godfather's Pizza	101-45125-450-42990	273.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	299.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	169.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	91.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	130.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	91.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	234.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	78.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	208.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	156.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	39.00	Pizza for Resale at Aquatic Center
	Godfather's Pizza		2,331.59	
0	Gopher State One Call	601-49430-000-43090	110.25	Tickets for June 2022
0	Gopher State One Call	602-49480-000-43090	110.25	Tickets for June 2022
0	Gopher State One Call	603-49500-000-43090	110.25	Tickets for June 2022
	Gopher State One Call		330.75	
175115	Grainger Inc	101-43126-430-42170	52.77	Safety Glasses - Shop
	Grainger Inc		52.77	
175158	Graphic Solutions Group, Inc.	431-43121-430-45400	10,470.00	Printer For Making Signs
	Graphic Solutions Group, Inc.		10,470.00	
175159	Gym Works Inc	101-45122-450-44045	367.50	Repair Fitness Room Equipment
	Gym Works Inc		367.50	
175160	Harlequin Sales Corp/Reader Service	101-45500-450-42190	22.96	Books
	Harlequin Sales Corp/Reader Service		22.96	

Check Numb	Last Name	Acct 1	Amount	Description
175161	Hawkins Inc	602-49480-000-42160	7,554.38	Ferric Phos Removal
175161	Hawkins Inc	601-49430-000-42160	4,309.80	Sodium Silicate For Water Treatment
175161	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
175161	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
175161	Hawkins Inc	101-45125-450-42160	1,752.08	Pool Chemicals
175161	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
	Hawkins Inc		14,896.26	
175162	HD Supply Facilities Maintenance	241-46330-461-42110	22.50	Toilet Bowl Wax Rings
175162	HD Supply Facilities Maintenance	240-46210-460-42410	8.82	5/16 X 6 Inch Mag Tip Screwdriver
175162	HD Supply Facilities Maintenance	241-46330-461-42110	1,536.21	Smoke Detectors/Alarms/Faucet Seals/Miniblinds/Aerator Kits/Cabi
	HD Supply Facilities Maintenance		1,567.53	
175163	Healy Construction Company Inc	404-45200-450-45300	114,470.00	Fleckenstein Bluffs Park Building Payment 3
	Healy Construction Company Inc		114,470.00	
0	Heiman Fire Equipment	101-42220-420-42070	95.90	Smoke Fluid
0	Heiman Fire Equipment	101-42220-420-42170	479.70	Fusion Pro Gloves L/XL/2XL
	Heiman Fire Equipment		575.60	
175164	Hiawathaland Transit/Three Rivers Community Action	101-41110-410-43310	125.00	Council Bus Tour
175164	Hiawathaland Transit/Three Rivers Community Action	101-45110-450-44160	125.00	Bus Rental for Parks and Rec Board Tour
175165	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	119.00	Bus Token Sales - June
	Hiawathaland Transit/Three Rivers Community Action		369.00	
175166	Hiller's Last Call Liquor & Bait LLC	101-45140-450-43130	350.00	Safety Camp Refrigerator Trailer Rental
	Hiller's Last Call Liquor & Bait LLC		350.00	
175167	Hillyard Hutchinson	101-45126-450-42110	787.13	Sprayer Towels/Cleaners/ Towels/Toilet Tissue
	Hillyard Hutchinson		787.13	
0	Horizon Commercial Pool Supply	431-45122-450-45400	31,274.52	Aquatic Center Pool Heater Install
	Horizon Commercial Pool Supply		31,274.52	
175168	Hy-Vee - Accounts Receivable	101-41800-410-44382	257.09	Grab A Bag Walk 6/22/2022

Check Numb	Last Name	Acct 1	Amount	Description
175168	Hy-Vee - Accounts Receivable	101-45140-450-43130	30.91	Safety Camp Food
175168	Hy-Vee - Accounts Receivable	101-45140-450-43130	31.69	Safety Camp Food
175168	Hy-Vee - Accounts Receivable	101-42210-420-42115	23.75	Cookies for Safety Training
175168	Hy-Vee - Accounts Receivable	101-45140-450-43130	177.50	Safety Camp Food
175168	Hy-Vee - Accounts Receivable	101-45125-450-42990	5.35	Hot Dog Buns for Resale at Aquatic Center
	Hy-Vee - Accounts Receivable		526.29	
175106	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00513.07.2022 IAFF Local 665
	IAFF Local 665		720.00	
175107	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00513.07.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
0	Insty-Prints	101-42123-420-42030	222.15	Envelopes
0	Insty-Prints	101-42700-420-42030	14.06	Duck Duck Cards Promoting Police Jeep
	Insty-Prints		236.21	
0	Internal Revenue Service	101-00000-000-21704	6,909.37	PR Batch 00513.07.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	20,170.25	PR Batch 00513.07.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	44,417.42	PR Batch 00513.07.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	20,170.25	PR Batch 00513.07.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,909.37	PR Batch 00513.07.2022 Medicare Employee
	Internal Revenue Service		98,576.66	
175108	IUOE Local 70	101-00000-000-21708	2,358.50	PR Batch 00513.07.2022 Local 70 Union Dues
	IUOE Local 70		2,358.50	
175169	Judd Randy	601-00000-000-20200	18.63	Refund Check 022843-000, 1712 Westwood Dr
	Judd Randy		18.63	
175170	K & C Construction	476-43121-430-45302	2,600.00	Curb Repair 1st St NW
	K & C Construction		2,600.00	
0	Kiellmeyer Construction Inc	101-43121-430-42240	2,825.17	Crushed Rock For Stock

Check Numb	Last Name	Acct 1	Amount	Description
	Kielmeyer Construction Inc		2,825.17	
0	Kline Distributing LLC	101-45125-450-42990	947.86	Chips/Cotton Candy for Resale at Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	944.60	Chips/Candy for Resale at Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	464.92	Cotton Candy/Pretzels/Donuts for Resale at Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	633.92	Cotton Candy/Chips/ Etc for Resale at Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	278.94	Pretzels/Hot Dog Buns for Resale at Aquatic Center
	Kline Distributing LLC		3,270.24	
175171	KLM Engineering Inc	601-49430-000-43090	5,695.00	Installation Of Safety Climb In Water Tower
	KLM Engineering Inc		5,695.00	
175172	Lamperts	601-49430-000-42110	58.08	Expansion Foam For Concrete
175172	Lamperts	101-45130-450-42110	59.25	Board for Taekwondo
175172	Lamperts	101-45140-450-42110	52.99	Fun Center Slip Slide
	Lamperts		170.32	
175173	Larkin Jimmie	898-46310-000-44010	740.00	Access System Repair Cable
	Larkin Jimmie		740.00	
175174	Larson Milo	101-42123-420-42030	31.13	No Trespass Notices
	Larson Milo		31.13	
175109	Law Enforcement Labor Services Inc	101-00000-000-21708	1,430.00	PR Batch 00513.07.2022 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,430.00	
175175	Liffengren Dennis Ray	101-42220-420-44040	85.00	Wheel Alignment #2120
	Liffengren Dennis Ray		85.00	
175176	Linderkamp Charles	101-45130-450-43131	800.00	Concert in the Park Band Fee - July 14
	Linderkamp Charles		800.00	
0	Locators and Supplies Inc	101-43126-430-42110	250.20	Nitrile Gloves - Shop
0	Locators and Supplies Inc	603-49500-000-42110	280.72	Marking Paint

Check Numb	Last Name	Acct 1	Amount	Description
0	Locators and Supplies Inc	601-49430-000-42110	280.72	Marking Paint
0	Locators and Supplies Inc	602-49450-000-42110	280.72	Marking Paint
	Locators and Supplies Inc		1,092.36	
175177	Loffler Companies Inc	602-49450-000-44160	5.41	Copies June 2022 PWP
175177	Loffler Companies Inc	603-49500-000-44160	0.78	Copies June 2022 PWP
175177	Loffler Companies Inc	101-43121-430-44160	52.03	Copies June 2022 PWP
175177	Loffler Companies Inc	240-46210-460-44160	226.07	Copier Lease
175177	Loffler Companies Inc	601-49430-000-44160	5.41	Copies June 2022 PWP
175177	Loffler Companies Inc	101-41940-410-44160	146.72	Copier Lease and Overage Fees
	Loffler Companies Inc		436.42	
0	MacQueen Equipment LLC	101-43121-430-42210	131.94	Conveyor Bearing - Street #115
	MacQueen Equipment LLC		131.94	
0	Marco Technologies LLC	101-41510-410-44045	157.80	Monthly Printer Contract CNB184829-01
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-45500-450-44045	19.42	Library Print Fee
0	Marco Technologies LLC	902-00000-000-23935	357.60	Printer Subscription
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	101-41510-410-44045	70.22	Finance Print Fee
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-357.60	Marco Main 1
0	Marco Technologies LLC	101-42123-420-44045	69.51	Police Patrol Print Fee
0	Marco Technologies LLC	101-41800-410-44045	26.62	HR Print Fee
0	Marco Technologies LLC	101-42124-420-44045	44.73	Police Records and Evid. Print Fee
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee
	Marco Technologies LLC		515.40	
0	Matejcek Implement Company	101-43121-430-42210	32.98	Serpentine Belt - Street #105
	Matejcek Implement Company		32.98	
175178	Menards	241-46330-461-42110	669.54	2 Vanity/Sinks

Check Numb	Last Name	Acct 1	Amount	Description
	Menards		669.54	
0	Met Con Companies	101-43121-430-43090	581.24	Hauling Sealcoat Rock
	Met Con Companies		581.24	
0	Met Con Construction Inc	101-00000-000-22000	55,000.00	Release of Trystar Escrow per PW 6-24-2022
	Met Con Construction Inc		55,000.00	
175179	Midwest Tape LLC	101-45500-450-42192	62.22	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	92.98	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	191.95	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	187.96	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	39.99	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	391.90	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	26.24	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	75.71	Audio/Visual
175179	Midwest Tape LLC	101-45500-450-42192	9.59	Audio/Visual
	Midwest Tape LLC		1,078.54	
0	Minnesota Child Support Payment Center	101-00000-000-21716	431.84	PR Batch 00513.07.2022 Child Support
	Minnesota Child Support Payment Center		431.84	
0	Minnesota Department of Revenue	101-00000-000-21702	20,006.27	PR Batch 00513.07.2022 State Income Tax
	Minnesota Department of Revenue		20,006.27	
175180	Minnesota Department of Transportation	101-43190-430-43090	1,154.17	Annual Bridge Inspections
	Minnesota Department of Transportation		1,154.17	
0	Minnesota Elevator Inc	101-41940-410-44010	195.40	City Hall Elevator Monthly Maintenance
0	Minnesota Elevator Inc	898-46310-000-44010	199.83	July Monthly Service
	Minnesota Elevator Inc		395.23	
175110	Minnesota Public Employees Association	101-00000-000-21708	117.00	PR Batch 00513.07.2022 Police Support Services

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Public Employees Association		117.00	
175111	Minnesota Teamsters Local 320	101-00000-000-21708	591.20	PR Batch 00513.07.2022 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		591.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	410.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,004.00	
175181	Mitchell Tracy	603-00000-000-20200	2.43	Refund Check 012321-000, 411 Central Ave
	Mitchell Tracy		2.43	
175182	MN BCA Criminal Justice Training & Education Unit	101-42124-420-43140	275.00	BCA Conference / J Bestul
175182	MN BCA Criminal Justice Training & Education Unit	101-42121-420-43140	275.00	BCA Conference / J Severson
175182	MN BCA Criminal Justice Training & Education Unit	101-42110-420-43140	275.00	BCA Conference / C Holm
	MN BCA Criminal Justice Training & Education Unit		825.00	
0	Money Movers Inc	101-45110-450-43090	10.50	Monthly Insurance Reimbursement Fee
	Money Movers Inc		10.50	
0	Motor Parts & Equipment Corp	101-42123-420-42210	24.27	Tire Foam Cleaner
0	Motor Parts & Equipment Corp	101-42220-420-42210	12.84	Tire Foam
0	Motor Parts & Equipment Corp	101-45200-450-42210	46.06	Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	34.53	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	23.02	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	7.91	Oil Filters/Wire Terminals for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	11.86	Oil Filters/Wire Terminals for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	11.86	Oil Filters/Wire Terminals for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	31.64	Oil Filters/Wire Terminals for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	92.09	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	34.53	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	15.82	Oil Filters/Wire Terminals for Stock
0	Motor Parts & Equipment Corp	101-45125-450-42230	40.94	Fractional Horse Power Belts
0	Motor Parts & Equipment Corp	101-43121-430-42210	1.58	Small Snap Rings - Street #105
0	Motor Parts & Equipment Corp	101-45200-450-42130	32.22	Hydraulic Fluid

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-43121-430-42210	21.59	Battery Terminal Cables
0	Motor Parts & Equipment Corp	101-42123-420-42210	5.40	Battery Terminal Cables
0	Motor Parts & Equipment Corp	101-45200-450-42210	10.79	Battery Terminal Cables
0	Motor Parts & Equipment Corp	601-49430-000-42210	8.10	Battery Terminal Cables
0	Motor Parts & Equipment Corp	602-49450-000-42210	8.10	Battery Terminal Cables
	Motor Parts & Equipment Corp		475.15	
175183	Motorola Solutions Inc	431-42220-420-45400	167,534.70	Fire Department Radios
	Motorola Solutions Inc		167,534.70	
0	MTI Distributing Inc	101-45200-450-42210	250.98	Mower Parts-Drive Assembly
0	MTI Distributing Inc	101-45127-450-42110	1,106.16	Irrigation Supplies
	MTI Distributing Inc		1,357.14	
175184	Neitzel Terry J	601-00000-000-20200	41.35	Refund Check 023563-000, 215 6 Ave NE
	Neitzel Terry J		41.35	
0	North American Safety Inc	101-43121-430-42170	64.95	High Visibility T-Shirts
0	North American Safety Inc	101-43121-430-42170	64.95	Safety Vests
	North American Safety Inc		129.90	
0	Orchard Trust Company	101-00000-000-21706	2,207.00	PR Batch 00513.07.2022 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	8,912.88	PR Batch 00513.07.2022 MN Deferred Comp
	Orchard Trust Company		11,119.88	
0	Paape Companies Inc	602-49450-000-44010	105.90	Replace and Repair Pump Motor PWP
0	Paape Companies Inc	603-49500-000-44010	15.05	Replace and Repair Pump Motor PWP
0	Paape Companies Inc	101-43121-430-44010	1,017.53	Replace and Repair Pump Motor PWP
0	Paape Companies Inc	101-43121-430-44010	665.79	Replace Motor on HVAC Unit PWP
0	Paape Companies Inc	101-45126-450-44010	586.66	Replaced Actuator on Heating Valve in Room 105
0	Paape Companies Inc	601-49430-000-44010	69.29	Replace Motor on HVAC Unit PWP
0	Paape Companies Inc	603-49500-000-44010	9.85	Replace Motor on HVAC Unit PWP
0	Paape Companies Inc	602-49450-000-44010	69.29	Replace Motor on HVAC Unit PWP
0	Paape Companies Inc	601-49430-000-44010	105.90	Replace and Repair Pump Motor PWP
	Paape Companies Inc		2,645.26	

Check Numb	Last Name	Acct 1	Amount	Description
0	Palmer West Construction Company, Inc.	437-45122-450-45200	110,210.45	Community Center & Library Roof Replacement Pymt 4
	Palmer West Construction Company, Inc.		110,210.45	
175185	Pelletier Mark & Candice	873-00000-000-20200	116.12	Refund Check 020693-000, 17350 Roberds Lake Ct
	Pelletier Mark & Candice		116.12	
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	715.40	Soda for Resale at Aquatic Center
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	1,043.44	Concession Items for Resale at Aquatic Center
	Pepsi Cola of Mankato Inc		1,758.84	
175186	Plum Creek Library System	101-45500-450-43140	15.00	Camp Read-A-Lot Conference
	Plum Creek Library System		15.00	
0	Polzin Thomas	101-45122-450-44010	338.33	Replace Glass - Vandalism
0	Polzin Thomas	101-43190-430-42110	42.88	Replacement Glass for CIP Map Frame
	Polzin Thomas		381.21	
0	Popp Binding & Laminating Inc	101-45110-450-42010	136.73	Laminating Sheets
	Popp Binding & Laminating Inc		136.73	
175187	Prairie Creek Fence LLC	601-49430-000-44050	9,556.45	Security Fence at the Old Water Treatment Plant
	Prairie Creek Fence LLC		9,556.45	
175188	Probst Amy	601-00000-000-20200	51.43	Refund Check 018642-000, 1110 Central Ave
	Probst Amy		51.43	
0	Property Pros	241-46330-461-44010	550.00	49 Units Litter Removal June 2022
0	Property Pros	898-46310-000-44010	912.69	Mowing June 2022
0	Property Pros	280-46310-461-44010	35.00	1116 2nd Street Mowing June 2022
0	Property Pros	211-46310-460-44010	125.00	16 SE 1st Street Mowing June 2022
0	Property Pros	241-46330-461-44010	3,745.00	49 Units Mowing June 2022
	Property Pros		5,367.69	
0	Public Employees Retirement Association	101-00000-000-21705	18,751.30	PR Batch 00513.07.2022 PERA Police & Fire

Check Numb	Last Name	Acct 1	Amount	Description
0	Public Employees Retirement Association	101-00000-000-21705	17,420.00	PR Batch 00513.07.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	28,126.96	PR Batch 00513.07.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,100.04	PR Batch 00513.07.2022 PERA Coordinated
	Public Employees Retirement Association		84,398.30	
0	R C Bliss Inc	101-42123-420-42210	16.65	Relay / #11
0	R C Bliss Inc	101-42110-420-44040	144.45	Cage Nut Broken and Repaired
0	R C Bliss Inc	101-43121-430-42210	-75.00	Alternator Core Credit - Street #106
0	R C Bliss Inc	101-43121-430-42210	381.96	Alternator - Street #106
	R C Bliss Inc		468.06	
175189	R.A.W. Construction LLC	476-43121-430-45304	45,653.10	(2022-04) Pay Req. 1
175189	R.A.W. Construction LLC	476-43121-430-45302	3,500.00	Debris Cleanup on 1st Ave NW
	R.A.W. Construction LLC		49,153.10	
175190	Rademacher Mathew	601-00000-000-20200	53.50	Refund Check 024247-000, 2115 Goldenray Dr
	Rademacher Mathew		53.50	
175191	Redstone Construction LLC	469-43121-430-45300	128,884.13	(2021-04) Pay Req. 12
	Redstone Construction LLC		128,884.13	
175192	Reptile & Amphibian Discovery Zoo	101-45140-450-43130	275.00	Safety Camp Presenter
	Reptile & Amphibian Discovery Zoo		275.00	
175193	Rice County	873-49499-000-44371	4,287.57	Roberds Lake Sewer Collected - May
	Rice County		4,287.57	
175194	River Bend Nature Center	101-00000-000-20200	1,146.25	River Bend Ski Trail Grant Reimbursement
	River Bend Nature Center		1,146.25	
0	Ronco Engineering Sales	101-45200-450-42210	73.00	Bearings/Seals
	Ronco Engineering Sales		73.00	
0	Sanco Equipment LLC	101-45200-450-42210	32.54	Switch

Check Numb	Last Name	Acct 1	Amount	Description
	Sanco Equipment LLC		32.54	
0	Sanity Solutions Inc	101-41580-410-43095	356.56	Azure Subscription
	Sanity Solutions Inc		356.56	
175195	Schmitz Anthony	601-00000-000-20200	118.75	Refund Check 020065-000, 228 3 Ave SW
	Schmitz Anthony		118.75	
0	Selco	101-45500-450-42190	34.99	Books
0	Selco	101-45500-450-42190	17.95	Books
	Selco		52.94	
175196	Sherwin Williams Company #3037	601-49430-000-42110	86.67	Blue Paint
175196	Sherwin Williams Company #3037	603-49500-000-42110	84.78	Paint For Catch Basin Stenciling
	Sherwin Williams Company #3037		171.45	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
	Shred Right		20.25	
175197	Small Circle LLC	101-00000-410-32110	1,549.28	Liquor License Refund-Business Closure
	Small Circle LLC		1,549.28	
0	Southwest Service Cooperative	101-00000-000-21707	448.00	Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Jackie Remme Insurance
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-21707	148,601.82	Health Insurance Premiums
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Paul Froman Insurance
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance

Check Numb	Last Name	Acct 1	Amount	Description
	Southwest Service Cooperative		157,610.97	
0	Springbrook Holding Company LLC	602-49450-000-43095	1,421.50	Civic Pay IVR Transaction Fees - June
0	Springbrook Holding Company LLC	601-49430-000-43095	1,421.50	Civic Pay IVR Transaction Fees - June
	Springbrook Holding Company LLC		2,843.00	
175198	Star Sports & Apparel LLC	101-41580-410-42180	74.00	Faribault Shirts for Ben
	Star Sports & Apparel LLC		74.00	
175199	The UPS Store	602-49480-000-43250	13.28	Oxygen Sensor Shipping
	The UPS Store		13.28	
175200	Timm's Trucking Inc	603-49500-000-42240	1,165.53	Top Soil
	Timm's Trucking Inc		1,165.53	
175201	Tinaglia Daniel	101-00000-410-34103	396.00	Reimbursement for Application Not Processed
	Tinaglia Daniel		396.00	
175202	Titan Machinery	601-49430-000-42210	188.63	Coil For Unit #25
	Titan Machinery		188.63	
175203	T-Mobile	101-45500-450-43096	290.41	Hot Spots
	T-Mobile		290.41	
175204	Tom's Lock & Key, LLC	404-45200-450-45300	1,470.00	Bathroom Door Locks
175204	Tom's Lock & Key, LLC	404-45200-450-45300	599.00	Deadbolts for Doors
	Tom's Lock & Key, LLC		2,069.00	
175205	Trevino Francisco Hernandez and Hilda	101-00000-410-36200	10.00	Refund Overpayment of Rental License
	Trevino Francisco Hernandez and Hilda		10.00	
175206	Triangle Automotive Machine Inc	101-42220-420-44040	325.00	Oven Bake Clean Test #2110

Check Numb	Last Name	Acct 1	Amount	Description
	Triangle Automotive Machine Inc		325.00	
175207	Truck Center Companies East LLC	101-42220-420-44040	1,087.38	Repairs to Set Park Brake & Chock Wheels #2116
175207	Truck Center Companies East LLC	101-42220-420-42210	29.07	Hose / Vent-Fuel #2110
175207	Truck Center Companies East LLC	101-42220-420-42210	145.02	Gasket AFM Device #2110
175207	Truck Center Companies East LLC	101-42220-420-42210	44.60	Sight Glass SRG Tank #2110
	Truck Center Companies East LLC		1,306.07	
0	Uline	101-45500-450-42010	457.58	Book Bags
	Uline		457.58	
175116	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	601-49430-000-43090	236.25	Total Coliform Testing
	Utility Consultants Inc		236.25	
175117	Verizon Wireless	101-42220-420-43210	151.89	Cell Phone Service - Fire Suppression
175117	Verizon Wireless	902-00000-000-23935	3,115.33	Monthly Phone Bill-June
175117	Verizon Wireless	101-41940-410-43210	82.42	Cell Phone Service - Building Maintenance
175117	Verizon Wireless	902-00000-000-23935	-3,115.33	Monthly Phone Bill-June
175117	Verizon Wireless	101-42700-420-43210	164.84	Cell Phone Service - Special Services
175117	Verizon Wireless	101-41510-410-43210	82.42	Cell Phone Service - Finance
175117	Verizon Wireless	101-42110-420-43210	164.84	Cell Phone Service - Police Administration
175117	Verizon Wireless	101-43110-430-43210	41.21	Cell Phone Service - PW Admin
175117	Verizon Wireless	101-42400-420-43210	203.65	Cell Phone Service - Building Codes
175117	Verizon Wireless	101-42210-420-43210	82.42	Cell Phone Service - Fire Administration
175117	Verizon Wireless	602-49450-000-43210	82.42	Cell Phone Service - Sewer Collection
175117	Verizon Wireless	101-41580-410-43210	82.42	Cell Phone Service - IT
175117	Verizon Wireless	101-42123-420-43210	1,110.27	Cell Phone Service - Patrol
175117	Verizon Wireless	603-49500-000-43210	41.21	Cell Phone Service - Storm Water Utility
175117	Verizon Wireless	601-49430-000-43210	164.84	Cell Phone Service - Water Distribution
175117	Verizon Wireless	101-42121-420-43210	288.47	Cell Phone Service - Investigations
175117	Verizon Wireless	101-43190-430-43210	41.21	Cell Phone Service - Engineering
175117	Verizon Wireless	101-45110-450-43210	241.33	Cell Phone Service - Parks & Rec
175117	Verizon Wireless	240-46210-460-43210	65.34	Cell Phone Service - Community Development
175117	Verizon Wireless	101-45500-450-43210	24.13	Cell Phone Service - Library
175117	Verizon Wireless	602-49450-000-43210	70.02	Data Air Cards- Sewer

Check Numb	Last Name	Acct 1	Amount	Description
175117	Verizon Wireless	101-42110-420-43210	70.02	Data/Admin Ipad
175117	Verizon Wireless	603-49500-000-43210	210.06	Data Air Cards- Storm
175117	Verizon Wireless	101-42123-420-43210	840.40	Data Air Cards - MDC
175117	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
175117	Verizon Wireless	101-45140-450-43210	35.03	Data Community Center Youth Sports
175117	Verizon Wireless	601-49430-000-43210	241.50	Data Air Cards- Water
175117	Verizon Wireless	902-00000-000-23935	-1,763.29	Data Charges 05/29/2022-06/28/2022
175117	Verizon Wireless	101-43121-430-43210	35.01	Data Street Sign Shop Devices
175117	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
175117	Verizon Wireless	602-49480-000-43210	66.20	WWTP Phones
175117	Verizon Wireless	902-00000-000-23935	1,763.29	Data Charges 05/29/2022-06/28/2022
175117	Verizon Wireless	101-41580-410-43210	40.01	Data -IT
	Verizon Wireless		4,878.62	
175208	Villa Ernesto & Raquel	601-49430-000-44450	580.99	Sanitary Sewer Claim Payout
	Villa Ernesto & Raquel		580.99	
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1323 NW 7th Street Range Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	110.95	902 B Spring Road Gasket
0	Virg's Appliance Service Inc	241-46330-461-44050	772.00	904 C Spring Road Range
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	902 B Spring Road Range Gasket Repair
	Virg's Appliance Service Inc		1,052.95	
175118	Wal-Mart	101-45125-450-42110	107.79	Sunscreen/Printer Ribbon-Aquatic Center
175118	Wal-Mart	101-45140-450-42110	245.34	Washington Camp Supplies
175118	Wal-Mart	101-45140-450-42110	88.52	Washington Camp Supplies
175118	Wal-Mart	101-45140-450-42110	23.72	Washington Camp Supplies
175118	Wal-Mart	101-42210-420-42110	8.84	Bed Sheet - Fire
175118	Wal-Mart	101-45140-450-42110	42.58	Fun Center Supplies
175118	Wal-Mart	101-42123-420-42110	13.08	Bug Removal / Spray
175118	Wal-Mart	101-42210-420-42110	35.34	Face Tissue / Lysol / Bathroom Cleaner
175118	Wal-Mart	101-42220-420-42110	17.96	Gatorade Powder
175118	Wal-Mart	101-45500-450-43130	44.94	6ft Folding Table for Programming in Central Park
175209	Wal-Mart	101-45140-450-43130	258.11	Safety Camp Food
175209	Wal-Mart	101-45140-450-43130	107.47	Safety Camp Supplies
175209	Wal-Mart	101-45140-450-42110	9.00	Fun Center Supplies
175209	Wal-Mart	101-45122-450-42110	45.81	Plates Bowls/Plasticware/Coffee and Creamer
175209	Wal-Mart	101-45122-450-42110	28.68	Program Supplies-Fabric Paint/Garland

Check Numb	Last Name	Acct 1	Amount	Description
	Wal-Mart		1,077.18	
175210	Waste Management of WI-MN	101-42210-420-43840	107.75	Fire 122 2nd St NW
175210	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office 26 3rd St NE
175210	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
175210	Waste Management of WI-MN	101-45200-450-43840	379.20	Central Ave 06/01/22-06/30/22
175210	Waste Management of WI-MN	101-45200-450-43840	1,193.40	North Alexander Park 1810 2nd Ave NW
175210	Waste Management of WI-MN	101-45122-450-43840	106.53	Community Center 15 Division St W
175210	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
175210	Waste Management of WI-MN	101-45200-450-43840	87.75	TeePee Tonka 10 3rd St NE
175210	Waste Management of WI-MN	902-00000-000-23935	4,789.90	Service 06/01/2022-06/30/2022
175210	Waste Management of WI-MN	902-00000-000-23935	-4,789.90	Service 06/01/2022-06/30/2022
175210	Waste Management of WI-MN	101-45500-450-43840	106.53	Buckham Center 11 Division St E
175210	Waste Management of WI-MN	101-43121-430-43840	704.32	PW Facility 1200 Belview Trl
175210	Waste Management of WI-MN	101-45126-450-43840	49.25	Washington Rec Center 117 Shumway
175210	Waste Management of WI-MN	101-45125-450-43840	442.07	Aquatic Center 1820 2nd Ave NW
175210	Waste Management of WI-MN	602-49480-000-43840	1,263.02	Wastewater Facility 214 14th St NE
175210	Waste Management of WI-MN	101-42110-420-43840	112.75	Police 25 4th St NW
175210	Waste Management of WI-MN	101-45127-450-43840	87.75	Soccer Field 704 17th St SW
175210	Waste Management of WI-MN	603-49500-000-43840	10.42	PW Facility 1200 Belview Trl
175210	Waste Management of WI-MN	601-49430-000-43840	73.30	PW Facility 1200 Belview Trl
175210	Waste Management of WI-MN	225-49810-430-43840	117.75	Aiport 3401 Hwy 21 W
175210	Waste Management of WI-MN	602-49450-000-43840	73.30	PW Facility 1200 Belview Trl
	Waste Management of WI-MN		5,169.10	
0	Wilson Tyler	101-42123-420-43310	111.00	Gas/Dinner-Explorer Conference
	Wilson Tyler		111.00	
175211	Wolff Devon	601-00000-000-20200	25.53	Refund Check 024744-000, 939 Willow St
	Wolff Devon		25.53	
175119	Xcel Energy	898-46310-000-43810	2,650.50	51 Units Electric Thru 06/09/2022
	Xcel Energy		2,650.50	
175212	Yesuf Ardo	241-46330-461-43090	233.00	466 Minutes Somalian Interpreting
175212	Yesuf Ardo	898-46310-000-43090	6.50	13 Minutes Somalian Interpreting

Check Numb	Last Name	Acct 1	Amount	Description
	Yesuf Ardo		239.50	
			1,308,310.75	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: July 12, 2022
SUBJECT: Resolution 2022-144 Accept Donation to Parks and Recreation Department

Background:

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

This is a request to accept a \$500 donation to the Concerts in the Park Series from the Knights of Columbus Council #889.

Recommendation:

Approve Resolution 2022-144 Accept Donation to the Parks and Recreation Department in the amount of \$500.00.

Attachments:

1. Resolution 2022-144 Accept Donation to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2022-144

ACCEPT DONATION TO PARKS AND RECREATION DEPARTMENT

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

WHEREAS, Faribault Parks and Recreation Department received a \$500.00 donation for the Concerts in the Park Series from the Knights Of Columbus Council #889.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donation of \$500.00 for the Concerts in the Park Series.

Date Adopted: July 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: July 12, 2022
SUBJECT: Approve Reclassification of Assistant to the City Administrator Position and Revised Job Description

Background:

With the review and restructuring of the Assistant to the City Administrator position previously discussed with the Council in 2021, a new job description and job classification was completed, under the title of City Clerk. The position requires a Bachelors Degree and relevant experience. This position was evaluated using the City's points-factor job evaluation system, and it was recommended by our consultant that it be moved from Grade H to Grade K in the City's compensation plan. The evaluation score for the reclassified position is now 611.

The action being requested is the reclassification of the Assistant to the City Administrator position in conjunction with the approval of the revised job description under the title of City Clerk.

Recommendation:

Approve Reclassification of Assistant to the City Administrator Position and
Approve City Clerk Job Description

Attachments:

1. City Clerk Job Description - Faribault (2022)

CITY OF FARIBAULT POSITION DESCRIPTION

Position Title: City Clerk
Department: Administration
Reports to: City Administrator
Date: June 2022

PRIMARY OBJECTIVE OF POSITION

This position is to be responsible for the performance of a variety of administrative and special projects as directed by the City Administrator. In addition, has daily contact with the public, provides a wide range of administrative support to the City Administrator, coordinates the City election and works with the County on State and Federal elections, keeps an accurate record of Council minutes, resolutions, and ordinances.

SUPERVISION RECEIVED:

Works under the general direction of the City Administrator.

SUPERVISION EXERCISED:

Provides direction and support to Election Judges.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- I.** Contributes to the effective communication of data and information by preparing documents, Council meeting packets, updates, letters, official public notices, election forms, etc. related to the operation of City government.
 - Attends Council meetings and takes accurate minutes of the proceedings.
 - Enters minutes in Council Minute Book for permanent record.
 - Coordinates and prepares Council agendas.
 - Prepares letters, meeting notices, reports, memos, and tabulations.
 - Prepares resolutions and ordinances for Council, and originals for Mayor and City Administrator's signatures.
 - Serves as primary staff to the City Administrator.
- II.** Manages City elections:
 - Reserves polling places and posts notices of election at the various locations.
 - Contacts and recruits election judges and coordinates their work assignments; coordinates with County Auditor on setting training sessions; and prepares instructions for judges, using State Election Laws.

- Prepares resolutions, notices, and letters necessary to the election process.
 - Prepares vote tabulation lists.
 - Orders and gathers specified materials – ballots, forms, envelopes.
 - Assembles supply cases and ballot boxes for judges.
 - Instructs healthcare facility judges on their duties in taking absentee ballots to nursing homes, etc.
 - Assists County Auditor with State and Federal elections.
 - Assists at Counting Center on Election nights.
- III.** Responds to inquiries made of the City by handling incoming telephone calls to City Administration and a wide-range of questions received via the City's Website and social media.
- Answers citizen questions through daily telephone and contacts.
 - Places Council minutes, agendas, and Ordinance Code amendments on the City's Website.
 - Responds to citizen inquiries regarding City government in person, by telephone, and electronically.
 - Provides citizens with copies of ordinances or resolutions as requested.
 - Receives and channels input from citizens.
- IV.** Responsible for the administration of municipal licenses and permits in accordance with applicable City ordinances and other regulations.
- Licenses include but not limited to business, liquor, tobacco, taxi, massage, pawn brokers, etc.
 - Permits include solicitors, downtown parking, etc.
 - Tracks revisions to State licensing laws and makes recommendations on ordinance and other policy revisions for City Council adoption.
- V.** City staff liaison to the Charitable Gambling Board.
- Prepares meeting packets.
 - Prepares meeting notices and minutes.
 - Responsible for preparing the budget and managing Board approved expenses.
 - Prepares recommendations on expenditures for City Council consideration and approval.
- VI.** Responsible Authority for administration of Data Practices and permanent records retention.
- Maintains property records for the City, Housing and Redevelopment Authority and Economic Development Authority.
 - Provides updates for the City's Website and social media.

- Responsible for establishing file protocols, assisting other City staff with use of the system, and maintaining electronic files within Laserfiche software system.

VII. Performs other job-related duties as assigned, including:

- Keeps a correct record of all Council minutes, ordinances and resolutions in suitable books to be kept for that purpose.
- Prepares ordinances and resolutions for publication.
- Codifies Ordinance Code as amendments, additions, and deletions are adopted by the City Council.
- Circulates ordinances and updates to subscribers.
- Places amendments to ordinances on the City's Website.
- Files minutes from all other departments of the City, along with copies of all other letters, reports, etc. pertinent to the operation of the City.
- Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, analysis, and prepares recommendations regarding proposals for programs, grants, services budget, equipment, etc.
- Provides administrative assistance to City Administrator in meeting management; assembles background materials, prepares agendas, and records action items for various meetings. Conducts meetings as assigned by the City Administrator.
- Perform ceremonial duties; administer oaths of office for the City.
- Investigates and follows-up on citizen requests for service, complaints, and requests for information.
- Assists with the City public information programs e.g. Bulletin, Web Page, social media, and special meetings.
- Attend seminars and workshops related to city clerk/administrative duties and responsibilities.
- Prepares correspondence; make reservations and travel arrangements for meetings, seminars, and conventions.
- Assists City Administrator with development of annual department budget and identification of needs.

QUALIFICATIONS

Education: Bachelor's degree in Public Administration, Business Administration, or a closely related field.

Experience: Minimum of five to seven years of office and computer experience.

Licenses or Certifications:

Certified Municipal Clerk of Minnesota or ability to obtain within 12 months of employment.

Notary Public.

Must possess a valid Minnesota driver's license.

Technical Skills:

Proficiency in Microsoft Office (Word, Excel and PowerPoint) required.

Experience using the following systems:

Meeting Agenda Management (Civic Clerk preferred)

Records Management (Laserfiche preferred)

Accounting Software

TOOLS AND EQUIPMENT USED

Typewriter, computer, including computerized accounting/finance software, word processing, spreadsheet, and database software; calculator; telephone; copy machine; fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, talk, hear, read, use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands or arms. The employee is occasionally required to walk and drive a car.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

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

The noise level in the environment is usually quiet.

PRE-EMPLOYMENT PROCESS

The City of Faribault conducts a thorough pre-employment process for incumbents joining the organization. This process may include professional reference checks, employment verification, assessment testing, criminal history check, and driver's check (must have valid Driver's License and excellent driving record). All final candidates must successfully complete and pass the City's evaluation of all pre-employment results before their first day of employment.

OTHER

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

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 12, 2022
SUBJECT: Approve Private Hangar Land Lease Agreement

Background:

The City has received a Private Hangar Land Lease Agreement from Steven Hanson for Lot #215 at the Faribault Municipal Airport. The previous hangar on this lot was destroyed in 2018. Mr. Hanson is in the process of submitting plans for construction of a new hangar on the lot. A new land lease is required for rental of Lot #215, which has a term of 20 years.

The City has also received a Private Hangar Land Lease Agreement from Ben Ahlman for Lot #202 at the Faribault Municipal Airport. Mr. Ahlman is purchasing the hangar from Joyce Ahlman. A new land lease is required for the rental of Lot #202, which has a term of 20 years.

Recommendation:

Staff recommends that the Council approve the above referenced Private Hangar Land Lease Agreements.

Attachments:

1. Private Hangar Land Lease - Hanson Lot 215
2. Private Hangar Land Lease - Ahlman Lot 202

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 22nd day of June, 2022, by and between the CITY OF FARIBAULT (the “City”) and Steven Hanson (the “tenant”), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the City Engineer’s office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot #215 (hereinafter referred to as “lot”).
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
3. **Term of this agreement:**
 - a. **Initial Term**

The term of this lease shall be twenty (20) years (“Term”), commencing on June 22, 2022 (“Commencement Date”) and expiring, unless earlier terminated, on June 22, 2042.
 - b. **Holding Over**

If tenant remains in possession of the Premises after the expiration of the term, such holding over will only create a year-to-year tenancy, which may be terminated by either party at the end of any calendar year, upon thirty (30) days advance written notice. In the event of such holding over, tenant shall perform all of the terms and conditions of this lease.

4. **Lease payments:** The tenant agrees to pay to the City:

An annual sum of \$.1751 per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2022.

The City reserves the right to amend rates identified at any time during the term of this agreement. The City's Airport Advisory Board shall recommend any revision of rates to the City Council. The City shall give rate revisions with due regard to the value of the property leased, the improvements used, and the expense to the City of the tenant's operations. Rate revisions are reviewed and adopted, if necessary, by the City Council annually.

5. **Construction of private buildings on leased property:**

Any structure built upon leased property shall be constructed in compliance with applicable building codes and any building requirements established by the Airport Advisory Board. The building and any attachments and appurtenances, other than ramps or driveways, must be located entirely upon the leased premises. Any building constructed shall be used for the sole purpose of storage of aircraft registered or leased to the tenant and related aviation purposes.

Uses of any building on leased property are subject to the same restrictions placed on City-owned hangars. Any uses of the building, other than aircraft storage, shall be described and approved by the City, in writing.

The tenant agrees that any building shall be constructed at no cost to the City. In the event the tenant has not completed construction of the building on the leased premises within twelve (12) months from the date of this agreement, the City may terminate the lease without further obligation to the tenant.

Prior to construction of any building located on leased property, the tenant shall furnish to the City, for the Airport Advisory Board's review and approval by the City Council, the plans for the building, and provide the estimated cost of completing the building. The tenant shall provide the City with a letter of credit, bond or other security with a surety satisfactory to the City conditioned upon the commencement, completion of and payment for the construction of the building; and against loss or damage by reason of mechanics lien. City staff may specify the acceptable type of surety.

During construction of the building, the tenant and/or tenant's contractor shall provide a certificate of insurance showing liability limits of at least \$1 million and name the City as an Additional Insured and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not

be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The City must approve insurance coverage before construction begins. The tenant and/or tenant's contractor shall protect the City from liability to persons or property for damages arising out of the construction or customary use of the building prior to obtaining an occupancy permit from the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall obtain the necessary regulatory authority and permits from the City of Faribault. All construction shall be in a good and workmanlike manner and shall be in conformity with building codes, ordinances, and other regulations applicable to the City and Faribault Municipal Airport.

Tenants shall construct aircraft storage facilities that conform to design standards described by the City Council. These design standards may include color, style, size, and other aesthetic requirements. Construction and significant improvements may not begin before receiving written authority from the City.

Tenants shall pay the entire cost of such construction, and shall pay the entire cost of utility services and other required building systems. The tenant shall pay all site improvement costs, including but not limited to, grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the leased property.

6. **Maintenance of leased property:** Tenants, at their own cost and expense, shall take good care of the leased property and any buildings or structures placed thereon. Tenants shall keep and maintain the property in good order and repair and in a clean and neat condition.

Tenant shall not permit any waste or nuisance on the leased property nor permit anything on the leased property to interfere with the rights of other tenants of the City or users of the airport. In the event the property is not properly maintained, the City may, after notifying the tenant, cause the property to be maintained. The costs of maintenance and an administrative fee will be billed to the tenant and become tenant's responsibility. Unpaid billings shall be certified to property taxes.

The cost for customary maintenance routinely performed by the City, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by City employees on a priority basis. The City of Faribault reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the tenant's responsibility. The City is not required to perform any snow removal function on leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the tenant's responsibility, however, the City may mow or perform weed control on or

adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials:** Tenant shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.

8. **Taxes, assessments, and other charges:**

In addition to other charges identified in this agreement, the tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the tenant's property or building or any activity of the tenant. Should it be determined that the interest of the tenant in this Agreement is taxable, and should any tax be levied, the tenant shall pay such tax. Upon request by the City, the tenant shall provide proof of such payment.

The tenant shall establish their own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Agreement. Upon request by the City, the tenant shall provide proof of such payment.

In the event the tenant fails to pay the lease payments, taxes, assessments, fees, or other charges due, the City shall notify the tenant of the default. If the tenant fails to cure such default within ten days from the receipt of the written notice, the City shall have the right to immediately terminate this lease without further obligation to the tenant.

9. **Default**

a. **Events of Default**

Any of the following shall constitute a default under this lease:

- (1) Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to tenant.
- (2) Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to tenant.

- (3) Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to tenant.
- (4) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to tenant.
- (5) Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to tenant.
- (6) Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to tenant.
- (7) Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this lease within thirty (30) days following written notice from City to tenant that any such lien or encumbrance is filed against the premises and/or improvements.
- (8) Tenant (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Tenant fails to comply with any other term or condition of this lease and such default continues for more than thirty (30) days after written notice from City to tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing tenant from its obligations under the lease, attempt to cure the default. City may enter the premises for such purpose

and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of tenant or a termination of this lease;

- (2) With legal process, but without further notice to tenant, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by tenant for the full term of this lease. City's re-entry of the premises is not a termination of this lease. In the event of such re-entry, City may proceed for the collection of money to be paid under this lease or for properly measured damages;
- (3) Terminate this lease upon written notice to tenant and re-enter the premises as of its former estate, and tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term; and
- (4) Exercise all other rights and remedies including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, tenant shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Cumulative Default

Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) tenant's failure to pay money due under this lease; (ii) tenant's failure to comply with the use of premises section of this lease; and (iii) any violation of the terms and conditions of this lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this lease.

d. Default of Other Agreements

A default by tenant of any other agreement between tenant and City shall constitute default of this lease. Notice of a default in another agreement shall be deemed notice of default under this lease.

10. Termination provisions:

At the termination of this lease the tenant has the privilege of removing all buildings and properties placed upon the property. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property within the ninety-day (90 day) period are beyond the control of the tenant. If the tenant does not remove the property within the period granted by the City, the City may retain ownership of the building and property for any municipal purpose.

If the leased premises becomes deserted, abandoned or vacated, the City may terminate the lease. If the tenant's interest in the property is taken by process of law, the City may terminate the lease. If the buildings or properties on the premises are destroyed, the City or tenant shall have the right to terminate this agreement upon giving written notice, with response, to the other party.

Should the tenant default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the tenant with written notice, the City may terminate the lease. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Agreement by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

Should the leased property be declared condemned, either because the airport is closed to the public, or the property is needed for another municipal purpose, the City shall reimburse the tenant for all lease payments received from time the lease was signed until the property is vacated. The City shall provide the tenant with ninety-days (90 days) notice of such action. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property are beyond the control of the tenant.

11. Liability provisions; Indemnification; Insurance:

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

The tenant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The tenant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

- 12. Transferring, subletting, selling:** The tenant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the City. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the City to the tenant.
- 13. Discrimination provision:** The tenant, in the use of the Faribault Municipal Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation, and the tenant further agrees to comply with any requirement made to enforce such regulation

which may be demanded of the City by the United States Government under authority of said Part 21.

14. **Civil Rights:** Tenant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates tenant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.
16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.
17. **General Provisions**

a. **Airport Access**

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

b. **Waiver**

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

This lease 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 lease shall be heard in the state or federal courts of Minnesota, and all parties to this lease waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

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

If to the tenant:

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

This Agreement shall not take effect until it has been approved by the City Council of the City of Faribault.

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

TENANT:

Dated: 6/24/2022

By: 
Tenant

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 5th day of July, 2022, by and between the CITY OF FARIBAULT (the "City") and Ben Ahlman (the "tenant"), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the City Engineer's office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot # 202 (hereinafter referred to as "lot").

2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.

3. **Term of this agreement:**

a. **Initial Term**

The term of this lease shall be twenty (20) years ("Term"), commencing on July 5, 2022 ("Commencement Date") and expiring, unless earlier terminated, on July 5, 2042.

b. **Holding Over**

If tenant remains in possession of the Premises after the expiration of the term, such holding over will only create a year-to-year tenancy, which may be terminated by either party at the end of any calendar year, upon thirty (30) days advance written notice. In the event of such holding over, tenant shall perform all of the terms and conditions of this lease.

4. **Lease payments:** The tenant agrees to pay to the City:

A development fee of \$100 per linear foot is due at lease signing. An annual sum of \$.17 per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2023.

The City reserves the right to amend rates identified at any time during the term of this agreement. The City's Airport Advisory Board shall recommend any revision of rates to the City Council. The City shall give rate revisions with due regard to the value of the property leased, the improvements used, and the expense to the City of the tenant's operations. Rate revisions are reviewed and adopted, if necessary, by the City Council annually.

5. **Construction of private buildings on leased property:**

Any structure built upon leased property shall be constructed in compliance with applicable building codes and any building requirements established by the Airport Advisory Board. The building and any attachments and appurtenances, other than ramps or driveways, must be located entirely upon the leased premises. Any building constructed shall be used for the sole purpose of storage of aircraft registered or leased to the tenant and related aviation purposes.

Uses of any building on leased property are subject to the same restrictions placed on City-owned hangars. Any uses of the building, other than aircraft storage, shall be described and approved by the City, in writing.

The tenant agrees that any building shall be constructed at no cost to the City. In the event the tenant has not completed construction of the building on the leased premises within twelve (12) months from the date of this agreement, the City may terminate the lease without further obligation to the tenant.

Prior to construction of any building located on leased property, the tenant shall furnish to the City, for the Airport Advisory Board's review and approval by the City Council, the plans for the building, and provide the estimated cost of completing the building. The tenant shall provide the City with a letter of credit, bond or other security with a surety satisfactory to the City conditioned upon the commencement, completion of and payment for the construction of the building; and against loss or damage by reason of mechanics lien. City staff may specify the acceptable type of surety.

During construction of the building, the tenant and/or tenant's contractor shall provide a certificate of insurance showing liability limits of at least \$1 million and name the City as an Additional Insured and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be

issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The City must approve insurance coverage before construction begins. The tenant and/or tenant's contractor shall protect the City from liability to persons or property for damages arising out of the construction or customary use of the building prior to obtaining an occupancy permit from the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall obtain the necessary regulatory authority and permits from the City of Faribault. All construction shall be in a good and workmanlike manner and shall be in conformity with building codes, ordinances, and other regulations applicable to the City and Faribault Municipal Airport.

Tenants shall construct aircraft storage facilities that conform to design standards described by the City Council. These design standards may include color, style, size, and other aesthetic requirements. Construction and significant improvements may not begin before receiving written authority from the City.

Tenants shall pay the entire cost of such construction, and shall pay the entire cost of utility services and other required building systems. The tenant shall pay all site improvement costs, including but not limited to, grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the leased property.

6. **Maintenance of leased property:** Tenants, at their own cost and expense, shall take good care of the leased property and any buildings or structures placed thereon. Tenants shall keep and maintain the property in good order and repair and in a clean and neat condition.

Tenant shall not permit any waste or nuisance on the leased property nor permit anything on the leased property to interfere with the rights of other tenants of the City or users of the airport. In the event the property is not properly maintained, the City may, after notifying the tenant, cause the property to be maintained. The costs of maintenance and an administrative fee will be billed to the tenant and become tenant's responsibility. Unpaid billings shall be certified to property taxes.

The cost for customary maintenance routinely performed by the City, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by City employees on a priority basis. The City of Faribault reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the tenant's responsibility. The City is not required to perform any snow removal function on leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the tenant's responsibility, however, the City may mow or perform weed control on or

adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials:** Tenant shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.

8. **Taxes, assessments, and other charges:**

In addition to other charges identified in this agreement, the tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the tenant's property or building or any activity of the tenant. Should it be determined that the interest of the tenant in this Agreement is taxable, and should any tax be levied, the tenant shall pay such tax. Upon request by the City, the tenant shall provide proof of such payment.

The tenant shall establish their own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Agreement. Upon request by the City, the tenant shall provide proof of such payment.

In the event the tenant fails to pay the lease payments, taxes, assessments, fees, or other charges due, the City shall notify the tenant of the default. If the tenant fails to cure such default within ten days from the receipt of the written notice, the City shall have the right to immediately terminate this lease without further obligation to the tenant.

9. **Default**

a. **Events of Default**

Any of the following shall constitute a default under this lease:

- (1) Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to tenant.
- (2) Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to tenant.

- (3) Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to tenant.
- (4) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to tenant.
- (5) Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to tenant.
- (6) Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to tenant.
- (7) Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this lease within thirty (30) days following written notice from City to tenant that any such lien or encumbrance is filed against the premises and/or improvements.
- (8) Tenant (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Tenant fails to comply with any other term or condition of this lease and such default continues for more than thirty (30) days after written notice from City to tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing tenant from its obligations under the lease, attempt to cure the default. City may enter the premises for such purpose

and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of tenant or a termination of this lease;

- (2) With legal process, but without further notice to tenant, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by tenant for the full term of this lease. City's re-entry of the premises is not a termination of this lease. In the event of such re-entry, City may proceed for the collection of money to be paid under this lease or for properly measured damages;
- (3) Terminate this lease upon written notice to tenant and re-enter the premises as of its former estate, and tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term; and
- (4) Exercise all other rights and remedies including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, tenant shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Cumulative Default

Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) tenant's failure to pay money due under this lease; (ii) tenant's failure to comply with the use of premises section of this lease; and (iii) any violation of the terms and conditions of this lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this lease.

d. Default of Other Agreements

A default by tenant of any other agreement between tenant and City shall constitute of default of this lease. Notice of a default in another agreement shall be deemed notice of default under this lease.

10. Termination provisions:

At the termination of this lease the tenant has the privilege of removing all buildings and properties placed upon the property. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property within the ninety-day (90 day) period are beyond the control of the tenant. If the tenant does not remove the property within the period granted by the City, the City may retain ownership of the building and property for any municipal purpose.

If the leased premises becomes deserted, abandoned or vacated, the City may terminate the lease. If the tenant's interest in the property is taken by process of law, the City may terminate the lease. If the buildings or properties on the premises are destroyed, the City or tenant shall have the right to terminate this agreement upon giving written notice, with response, to the other party.

Should the tenant default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the tenant with written notice, the City may terminate the lease. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Agreement by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

Should the leased property be declared condemned, either because the airport is closed to the public, or the property is needed for another municipal purpose, the City shall reimburse the tenant for all lease payments received from time the lease was signed until the property is vacated. The City shall provide the tenant with ninety-days (90 days) notice of such action. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property are beyond the control of the tenant.

11. **Liability provisions; Indemnification; Insurance:**

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

The tenant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The tenant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

12. **Transferring, subletting, selling:** The tenant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the City. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the City to the tenant.
13. **Discrimination provision:** The tenant, in the use of the Faribault Municipal Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation, and the tenant further agrees to comply with any requirement made to enforce such regulation

which may be demanded of the City by the United States Government under authority of said Part 21.

14. **Civil Rights:** Tenant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates tenant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.
16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.
17. **General Provisions**
 - a. **Airport Access**

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

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

This lease 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 lease shall be heard in the state or federal courts of Minnesota, and all parties to this lease waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

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

If to the tenant:

Ben Ahlman
202 Sidney St. E.
Morris Township, MN 55052

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

This Agreement shall not take effect until it has been approved by the City Council of the City of Faribault.

CITY OF FARIBAULT:

Dated: _____ By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

TENANT:

Dated: 7-5-2022 By: Ben Ahlman
Tenant

ahlmab@hotmail.com



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: July 12, 2022
SUBJECT: Resolution 2022-146 Authorizing Execution of a Memorandum of Understanding with Bird Rides, Inc. Related to the Deployment of Stand-Up Scooters in the City

Background:

At the City Council Work Session on June 21, 2022 - the City Council discussed an electric scooter sharing program. Bird Rides, Inc. (Bird Scooters) contacted the City regarding launching a "microbility" program within the community, whereas Bird Scooters would provide a fleet of electric scooters and hire a manager to move and rebalance the distribution of the fleet throughout the community. The City Council expressed their interest in pursuing an arrangement with Bird Scooters, and directed Staff to work with the city attorney to review and draft a Memorandum of Understanding (MOU).

The attached resolution and MOU allow Bird Scooters to deploy a stand-up electric scooter sharing program within the community for an initial term running through May 1, 2023. The MOU articulates the responsibilities of Bird Scooters and provides indemnification to the City.

Once the MOU is executed, Bird Scooter will seek to hire a fleet manager and work towards deploying the electric scooter sharing program yet this year.

Recommendation:

Approve Resolution 2022-146

Attachments:

1. Res. 2022-146 Authorizing Execution of a Memorandum of Understanding with Bird Rides, Inc. Related to the Deployment of Stand-Up Scooters in the City

CITY OF FARIBAULT

RESOLUTION #2022- 146

AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH BIRD RIDES, INC. RELATED TO THE DEPLOYMENT OF STAND-UP ELECTRIC SCOOTERS IN THE CITY

WHEREAS, the City of Faribault (the "City") has engaged with Bird Co. ("Bird") for the initial deployment of stand-up electric scooters in the City; and

WHEREAS, the Memorandum of Understanding (Attachment A) articulates the responsibilities of the parties related to the terms and requirements of an agreement; and

WHEREAS, the Memorandum of Understanding allows Bird to deploy stand-up electric scooters in the City for an initial term effective until May 1, 2023, and provides requirements related to the stand-up electric scooter fleet, as well as their use, distribution, safety education, parking, and removal.

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

ALSO, BE IT RESOLVED, that the Memorandum of Understanding is approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Memorandum of Understanding and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Memorandum of Understanding.

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents and additional agreements, including but not limited to the Memorandum of Understanding, to effectuate and implement the approvals contemplated by this Resolution.

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

Date Adopted: July 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

ATTACHMENT A

Agreement

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this ____ day of _____, 2022 (the "Effective Date"), by and between the City of Faribault, Minnesota, a Minnesota municipal corporation located at 208 1st Avenue NW Faribault, MN 55021 (the "City") and Bird Rides, Inc., a California corporation located at 406 Broadway #369 Santa Monica, CA 90401 (the "Company").

AGREEMENT

- 1) Purpose and Scope: The City will permit the Company to deploy stand-up electric scooter sharing systems within the City's jurisdictional boundaries pursuant to this Agreement and its terms.
- 2) Term: This agreement shall remain in effect for an initial term from the Effective Date until May 1, 2023. This agreement shall renew for successive 12-month periods unless either party provides written notice to the other of its intention not to renew at least sixty (60) days prior to the end of the then-current term, or unless terminated as set forth below. The City shall have the option to extend the end-date of each term based on weather and other conditions, to be exercised at the sole discretion of the City, which shall not require an amendment to this Agreement.
- 3) Scooter Fleet Size and Distribution: The Company shall distribute its stand-up electric scooters throughout the City in a manner and quantity that accounts for citizen demand, the City's requests, and is consistent with this Agreement and all laws, regulations, and ordinances. The City reserves the right to unilaterally limit or reduce the number of stand-up electric scooters deployed by the Company. The City also reserves the right to temporarily geofence or close certain areas to use of the stand-up electric scooters. The City will notify the Company of any such limitations, reductions, geofencing, or closure of areas at least 48 hours in-advance. Such limitations, reductions, geofencing, or closure of areas shall not require an amendment to this Agreement.
- 4) Operation of Scooters: Except as otherwise provided herein, the City shall regulate the operation of stand-up electric scooters in a manner no more restrictive than the City's regulation of bicycles. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of stand-up electric scooters shall be 18 or older. Users of stand-up electric scooters who violate these provisions may be fined by the City consistent with fines for cyclists.
- 5) Hours of operation: Stand-up electric scooters will be made available to rent 24 hours per day. The City shall have the option to limit operation hours from 4 a.m. to

midnight (local time). Such limitation on the hours of operation shall not require an amendment to this Agreement.

6) Helmets and Safety Equipment: The Company shall recommend the use of helmets for all users of the stand-up electric scooters and require compliance with all laws, regulations, or ordinances applicable to the operation of stand-up electric scooters, including those set forth in Minnesota Statutes, Section 169.225.

7) Safety Education: The Company shall provide safety education to stand-up electric scooter riders on the City's existing rules and regulations, safe and courteous riding, proper parking, and all laws, regulations, and ordinances regarding riding, operating, and parking of the stand-up electric scooters, including those set forth in Minnesota Statutes, Section 169.225.

8) Parking: The Company's stand-up electric scooters are to be parked in a manner that does not impede or obstruct pedestrian traffic or the City's rights-of-way, including streets, alleys, trails, curbs, gutters, sidewalks, and other public places. The Company's stand-up electric scooters shall not be parked or dumped on private property. The Company shall be solely responsible for monitoring and addressing the improper parking or dumping of stand-up electric scooters on private property or public property. Each stand-up electric scooter must visibly display the Company's logo or business name and shall have a unique identifier clearly displayed on each device for the purposes of conveying or documenting parking, safety, or other complaints, and for auditing the quantity and type of the Company's stand-up electric scooters. The Company shall also provide easily visible contact information, including toll-free phone number and/or e-mail address on each stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

9) Removal: The Company shall remove any stand-up electric scooters or other property owned or controlled by the Company upon being ordered to do so by the City. Such removal will be at the sole expense of the Company. Upon failure of the Company to remove stand-up electric scooters or other property as ordered within a reasonable time period, the City may perform the removal or work at the Company's cost.

10) Data sharing: The Company will provide data to the City as necessary to assist with monitoring program usage. The Company will maintain a comprehensive and complete record of all collision reports, including date, time, and location, involving its stand-up electric scooters received by the Company or its contractor(s) during the term of this Agreement. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

11) Indemnification: The Company shall indemnify and hold the City, the City's public officials, employees and agents harmless from and against any and all liability, claims, demands, actions, and causes of action, including expenses and reasonable attorneys' fees, for personal injuries, property damage, or for loss of life or property resulting from, or

in any way connected with the Company's deployment of stand-up electric scooters, except the liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the City. The indemnification provisions of this Agreement shall survive expiration, suspension, revocation and any other termination of this License.

12) Insurance: The Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

13) Independent Logistics Providers: The parties acknowledge that the Company may utilize independent business logistics providers to facilitate local operations. The parties further acknowledge that the Company may perform any or all of the services contemplated hereunder, including the owning and/or operation of stand-up electric scooters in the City, through one or more of its wholly owned subsidiaries. The Company's use of these logistics providers or performance through its wholly owned subsidiaries does not constitute a transfer or assignment of this Agreement, and the Company remains responsible for all obligations and requirements under this Agreement.

14) Notices: All notices and communications between the parties shall be made in writing (includes electronic communications) and sent to the address below:

For the City:

City of Faribault
Attn: Deanna Kuennen
208 1st Avenue NW
Faribault, MN 55021
For the Company:

Bird Rides, Inc.
Attn: Carly Greuneberg
406 Broadway #369
Santa Monica, CA 90401

15) Termination: Either party may terminate this agreement upon (30) thirty days prior written notice at any time for any reason.

16) Independent Contractor Status: In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

17) Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and on their behalf, and is effective as of the date first written above.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek

Its: Mayor _____

By: _____
Timothy C. Murray

Its: City Administrator _____

BIRD RIDES, INC.

By: _____

Its: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: July 12, 2022
SUBJECT: Accept Professional Services Proposal for Riverchase Addition Regional Stormwater Basin Design

Background:

As part of the purchase and development agreement discussions with the Developers of Riverchase Addition (55 Willow Street and 217 Mill Street), the City has agreed to be responsible for the costs of the improvements related to the construction of public infrastructure to serve the redevelopment areas, including permanent stormwater management facilities.

In addition, the City's recently adopted 2022 Surface Water Management Plan identified the former Lockerby site as a location for a regional stormwater treatment basin to help the City meet its water quality targets for its MS4 permit. The City has solicited a proposal from WSB a professional engineering company, for design services for the regional stormwater basin. WSB was also the firm that completed the 2022 Surface Water Management Plan. City Staff have reviewed the proposal from WSB and find it to be reasonable and the best value as it will save time and money to keep the timeline moving in conjunction with the redevelopment plans.

Recommendation:

Accept Professional Services Proposal from WSB for Riverchase Addition Regional Stormwater Basin Design

Attachments:

1. WSB Proposal for Former Lockerby Property Regional Basin Design
2. City of Faribault 2022 SWMP - Lockerby Property Regional Stormwater Memo

June 27, 2022

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

Re: Former Lockerby Property Regional Basin Design
 City of Faribault, MN

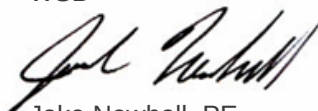
Dear Mr. DuChene:

Attached for your review and approval is our proposed scope of services, fee, and schedule for providing professional engineering services to design regional stormwater management on the former Lockerby property.

We look forward to working with you on the former Lockerby property regional basin design. If you are in agreement with this proposal, please sign where indicated below and return one copy. The necessary contract documents will then be provided. WSB will start work upon receipt of a signed contract. Please do not hesitate to contact Jake at 763-231-4861 with any questions.

Sincerely,

WSB



Jake Newhall, PE
 Water Resources Project Manager



Earth Evans, PE
 Director of Water Resources

Attachment

ACCEPTED BY:

City of Faribault, MN

Name _____

Title _____

Date _____

**SCOPE OF ENGINEERING SERVICES
FOR
FORMER LOCKERBY PROPERTY REGIONAL BASIN DESIGN**

CITY OF FARIBAULT, MN

SCOPE OF ENGINEERING SERVICES

Task 1 – Project Management (\$4,000)

Project management will be performed throughout the course of the project. The following subtasks are included as part of Project Management:

- 1.1 Attend project update meetings with City staff. This will include developing the agenda, preparing handouts and graphics, and attending the meeting.
- 1.2 Work with project team to coordinate project deliverables, schedule, and budget.

Deliverables: Two (2) meetings. One meeting with City Staff to discuss draft plans and one to discuss final plans for the regional basin.

Task 2 – Topographic Survey and Background Data (\$9,000)

Topographic survey data, background data, and stormwater management data will be gathered to adequately design the basin. This task does not include a geotechnical analysis, but one may be added for an additional fee. The need for a wetland delineation is not anticipated and thus not included in this task. The following subtasks are included as part of the task:

- 2.1 A topographic survey will be completed for the project area to identify existing critical finished floor elevations, verify storm sewer inverts/outlet conditions, survey the trail, obtain ground shots, and gather other information critical to the design and grading of the proposed basin. The approximate boundary of the survey area will be the former Lockerby property over the proposed basin location and the adjacent properties to the south over the proposed basin.
- 2.2 Gather any other necessary background information that the City does not already have.
- 2.3 Update the XPSWMM and P8 models built as part of the City's Surface Water Management Plan (SWMP) to finalize the hydraulic design, verify high water levels, verify runoff rates, and predict pollutant loads. The CIP memorandum written as part of the SWMP will be updated to reflect the final design.

Deliverables: Utility and topographic survey on the former Lockerby property and the adjacent properties covering the proposed basin location. Final existing and proposed hydrologic/hydraulic and water quality models. Memorandum for final design conditions.

Task 3 – Permit Coordination (\$4,000)

This task consists of coordinating and obtaining the required permits for the proposed pond/outfall maintenance activities. The project will trigger the National Pollutant Discharge Elimination System permit. The NPDES permit will only cover the regional basin construction; the development on the former Lockerby property will require a separate permit application and WSB will provide the developer with any necessary stormwater management information. In addition, the project will require a submittal to the United States Army Corps of Engineers for the basin and

outlet pipe excavation as well as no-loss documentation for the Wetland Conservation Act. This task does not include Union Pacific permitting and coordination, but it may be added if determined to be necessary.

- 3.1 NPDES permit
- 3.2 USACE Nationwide Permit 43
- 3.3 Wetland Conservation Act No-Loss Documentation

Deliverables: Necessary permitting documentation for the NPDES permit, USACE nationwide permit 43, and the Wetland Conservation Act no-loss documentation. This task does not include any necessary permit application fees; these will be passed on to the City if applicable.

Task 4 – Construction Documents (\$17,000)

This task consists of completing construction plans, specifications, and bidding documents for the proposed regional basin. WSB will review the stormwater storage layouts and will investigate the best options to accommodate the phased development and utilize existing areas adjacent to the former Lockerby Property.

Plans are anticipated to include cover sheet, details, grading plan, restoration/erosion control, and site access/traffic control. One site visit is anticipated during final design to confirm construction access and other constructability details. In addition, an updated cost estimate will be developed to verify consistency between the proposed improvements and the City's budget. This scope assumes answering questions during the bid process to help facilitate the understanding of construction expectations. It is important to note that this task does not include negotiating site access with property owners and obtaining temporary easements or right-of-entry; however, we can assist with this as needed.

- 4.1 Prepare draft construction plans, specifications, and updated cost estimate
- 4.2 Finalize construction plans, specifications and bidding documents based on feedback from City staff.

Deliverables: Draft Plans, Final Plans, Specifications, and Bid Documents.

Task 5 (Optional) – Construction Management (\$TBD)

If desired, WSB can perform construction management throughout the course of the basin construction. This will include attending weekly progress meetings throughout the project, and other necessary construction coordination.

This task will include part-time observation (approximately 10-15 hours per week). This will include inspection of all critical construction components as well as regular check-ins with the contractor and the City.

This scope of services also assumes WSB will complete all necessary construction staking and survey work.

- 5.1 Attend pre-construction meeting and weekly construction meetings.
- 5.2 Part-time construction observation.
- 5.3 Review and approve pay vouchers.

5.4 Construction Staking

Deliverables: *Construction Meetings, Construction Observation, and Construction Staking.*

TOTAL ESTIMATED ENGINEERING FEE

The scope of services outlined in this proposal will be billed hourly, based on our current hourly rates. We are proposing to complete the tasks outlined above for the former Lockerby property regional basin project for a not-to-exceed fee of \$34,000, excluding Task 5.

TIME SCHEDULE

WSB proposes to complete tasks 1 through 4 by the end of 2022. We understand that this schedule may need to be pushed up or back depending on development.

Memorandum

To: City of Faribault

From: Jake Newhall, PE
Laura Pietila, EIT

Date: May 27, 2022

Re: Stormwater Capital Improvement Project Risk Assessment and Proposed Solutions
Area 7 – Former Lockerby Property
WSB Project No. 017566-000

Background

The former Lockerby property is slated for future residential development. The City would like to include a basin in the area that would treat the future development as well as the existing upstream drainage. **Figure 7**, as attached, outlines the site location and a future improvement schematic.

Risk Assessment

Approximately 87 acres drain to the Straight River without treatment via the outfall adjacent to the former Lockerby property. With the addition of a proposed development on the former Lockerby property, the total post development impervious area within the watershed is approximately 50 acres. As a result, the developed watershed produces stormwater runoff that flows to the Straight River, carrying pollutants directly into the waterbody because a mitigation measure is not provided. Negative impacts include degraded water quality, habitat reduction, and potential safety issues. The Straight River is impaired for aquatic life and aquatic recreation with TMDLs approved for fecal coliform, benthic macroinvertebrate bioassessments, and turbidity.

For development and redevelopment, the National Pollutant Discharge Elimination System (NPDES) permit requires permanent stormwater management. Although the previous development in the watershed occurred prior to the current NPDES requirements, the water quality volume to treat the entire tributary area to the former Lockerby property is shown in **Table 1**, as attached. The NPDES permit mandates the volume reduction practices be considered first for permanent stormwater management. Additionally, post development runoff rates to the Straight River may not be increased from existing runoff rates per **Table 2**, as attached.

Table 1. Water Quality Volume

Approximate Post Development Impervious Area (ac)	Required Treatment Volume ¹ (ac-feet)
50	4.2

¹1-inch of runoff from post development impervious area

Table 2. Runoff Rates to Straight River

Storm Event	Runoff Rate via Outfall Adjacent to Lockerby Property (cfs)	Runoff Rate out of Basin #27 (cfs)	Total Runoff to Straight River (cfs)
2-year	28.3	1.2	29.5
10-year	62.8	2.6	65.4
100-year	120.7	11.8	132.5

Site constraints including the presence of a high vulnerability DWSMA preclude the use of infiltration to meet volume control requirements. Thus, treatment of the required water quality volume shall be provided to the maximum extent possible focusing on BMPs that provide pollutant removal from the watershed.

Proposed Risk Reduction Option

To provide post development stormwater quality and quantity management for the entire tributary area, it is recommended to construct regional Nationwide Urban Runoff Program (NURP) basins on the former Lockerby property as well as south of the property on an existing drainage and utility easement (NURP basins provide dead storage volume to treat 2.5 inches over the entire watershed draining to the pond). Reroute storm sewer on 1st Street to the first NURP basin in the series. Provide a storm sewer outlet from the first basin to the second NURP basin, to be designed as an enhancement to existing pond #27. Upsize the existing 24-inch outlet from pond #27 to sufficiently convey flows and maintain a 100-year bounce within the proposed basin footprints. Additionally, maintain the existing 12-inch outlet pipe from the second NURP basin.

Approximate design components and quantities are outlined in **Table 3**, as attached.

Table 3. Preliminary Design Outline

Name	Design Component	Quantity	Unit
Trunkline Storm Sewer	42-inch Pipe	815	feet
NURP Basin 1	Drainage Area	89.5	acres
	Normal Water Level	969.5	feet
	Approximate HWL	976.1	feet
	Proposed EOF	977.1	feet
	Surface Area at NWL	1.3	acres
	Average Depth of Dead Storage	4.5	feet
	Outlet Size	3 – 36" RCP	-
NURP Basin 2	Drainage Area	23.8	acres
	Normal Water Level	969.3	feet
	Approximate HWL	975.9	feet
	Proposed EOF	977	feet
	Surface Area at NWL	1.3	acres
	Average Depth of Dead Storage	4.5	feet
	Outlet Size	48" RCP and 12" PVC	-

Volume control will not achieve NPDES standards because infiltration is limited due to site constraints. However, the NURP basins will provide water quality treatment by removing 86.5 percent and 56.5 percent of the tributary area total suspended solids (TSS) and total phosphorus (TP) concentrations annually as shown in **Table 4**, as attached.

Table 4. Pollutant Loads to Straight River from Tributary Area

Pollutant	Existing (lbs/yr)	Proposed (lbs/yr)	% Reduction
TSS	29,164	3,953	86.5
TP	103	45	56.5

The pollutant reduction will reduce loading downstream and help the City to work towards meeting waste load allocation (WLA) goals. See **Table 5**, as attached, for a WLA summary.

Table 5. Waste Load Allocation

TMDL Study Name and Water	Initial Loading Estimate ¹	Proposed Loading Reduction Estimate with CIP 7	Final Loading Estimate	WLA
Cannon River WRAPS Byllesby (19-0006-00) TP	4027 lb/yr	58 lb/yr	3969 lb/yr	1947 lb/yr
Cannon River WRAPS Cannon River (07040002-509) TSS	481 ton/yr	12.6 ton/yr	468.4 ton/yr	294 ton/yr
Cannon River WRAPS Straight River (07040002-515) TSS	156 ton/yr	12.6 ton/yr	143.4 ton/yr	117.7 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-502) TSS	481 ton/yr	12.6 ton/yr	468.4 ton/yr	213.1 ton/yr
Lower Cannon River Turbidity Cannon River (07040002-646) TSS	481 ton/yr	12.6 ton/yr	468.4 ton/yr	220.7 ton/yr

¹As of summer 2021

Preliminary XPSWMM modeling of the existing and post development conditions indicates that rate control can be met for the watershed to the Straight River according to **Table 6**, as attached.

Table 6. Proposed Rate Control

Storm	Existing Runoff Rates (cfs)	Proposed Runoff Rates (cfs)
2-year	29.5	11.8
10-year	65.4	30.0
100-year	132.5	50.6

The exact routing of the conveyance system shall be determined at the time of final design.

Preliminary Cost Estimate

The construction of two NURP basins to treat the tributary area is estimated to cost \$1.017 million, including contingencies and indirect costs. A detailed cost estimate can be found below.

Preliminary Opinion of Probable Cost				
Regional NURP Basins Former Lockerby Property				
City of Faribault				
Description	Unit	Qty	Unit Price	Extension
Mobilization	LS	1	\$ 33,640	\$ 33,640
Clearing and Grubbing	AC	3.7	\$ 7,500	\$ 27,750
Excavation/Grading	CY	50930	\$ 8	\$ 407,440
Outlet Control Structure	Each	1	\$ 8,000	\$ 8,000
36" RCP	LF	375	\$ 125	\$ 46,875
42" RCP	LF	815	\$ 175	\$ 142,625
48" RCP	LF	80	\$ 190	\$ 15,200
Erosion Control	LS	1	\$ 9,000	\$ 9,000
Site Restoration	LS	1	\$ 16,000	\$ 16,000
SUBTOTAL ESTIMATED CONSTRUCTION COSTS				\$ 706,530
20% CONTINGENCIES				\$ 141,306
TOTAL ESTIMATED CONSTRUCTION COSTS				\$ 847,836
20% ENGR., FISCAL & ADMIN				\$ 169,567
TOTAL ESTIMATED PROJECT COSTS				\$ 1,017,403

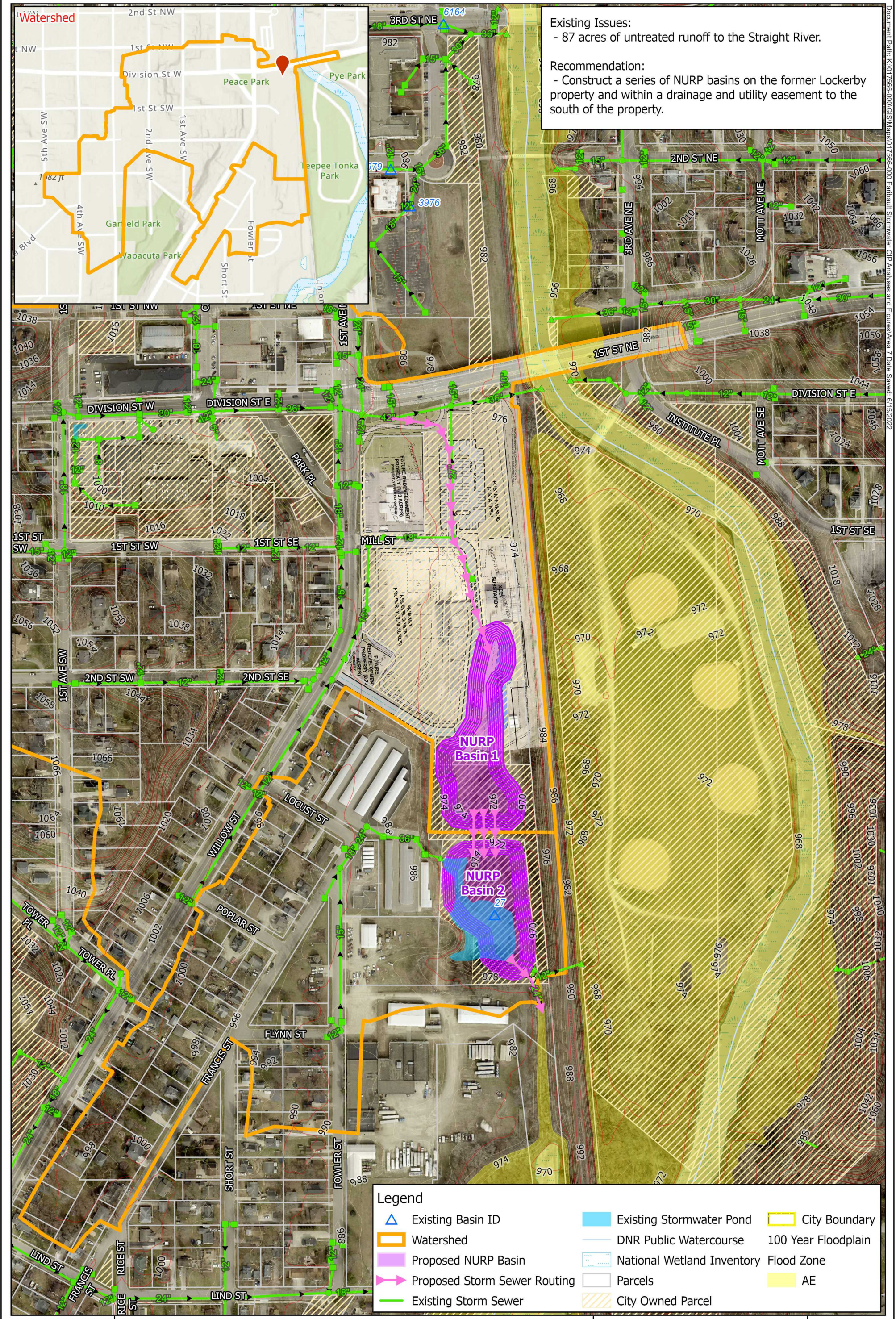
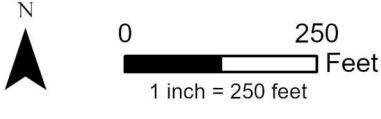


Figure 7 - Area 7, Former Lockerby Property
CIP Risk Analysis and Proposed Improvements
City of Faribault, MN





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 12, 2022
SUBJECT: Accept Quotes for Customer Support and Extended Service Agreements for Generator at Water Reclamation Facility

Background:

The standby generator at the Water Reclamation Facility (WRF) was installed in 2010. The current customer support and extended service agreements are nearing expiration. Staff obtained quotes for the agreements from Ziegler Caterpillar, Minneapolis, MN. Staff is recommending the renewal of the five (5) year customer support agreement, which includes preventative maintenance, to ensure that the generator continues to provide reliable power for the facility. The cost of the service agreement is \$7,570.12 annually or \$37,850.60 for five (5) years.

Additionally, staff is recommending the renewal of the platinum extended service agreement. This five (5) year agreement covers parts and labor for any necessary repairs. The agreement also includes providing a rental generator during repairs if needed. The cost of the extended agreement is \$17,650.00. The Sanitary Sewer Fund (602) will provide the funding.

Recommendation:

Accept Quotes for Customer Support and Extended Service Coverage Agreements from Ziegler Caterpillar, Minneapolis, MN

Attachments:

1. Customer Support Agreement
2. Extended Coverage Quote

CUSTOMER SUPPORT AGREEMENT

Date: 6/21/2022



Proposal No. 7144

8050 County Road 101 East
Shakopee, MN 55379
952-445-4292 / 888-320-4292

To:
HENRY MORGAN
FARIBAULT TREATMENT PLANT
208 1ST AVE NW
FARIBAULT, MN 55021-5105

Re:
5 year Customer Support Agreement (CSA) for
MODEL: G3512 |

SERIAL: SBG00794 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 5 year Customer Support Agreement (CSA) for the following Engines :

Model(s): G3512 |

Serial Number(s): SBG00794 |

AGREEMENT START DATE: 9/1/2022

AGREEMENT END DATE: 8/31/2027

INVOICE FREQUENCY: ☐ Annually

INVOICE AMOUNT: \$7,570.12

*Discounts applied for annual invoicing

IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- This is a preventative maintenance agreement; repairs classified outside standard preventative maintenance will result in additional costs to the customer.
- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Either party may cancel this agreement with a (60) sixty day written notice.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Early cancellation of this agreement will require payment for any services provided but not yet paid for.

ACCEPTED BY:

Please Sign Name: _____

Please Print Name: _____

Date: _____

Respectfully submitted,
Ziegler Power Svstems

By: Patrick Lorentz

Customer Support Representative

Level Definitions

Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

MODEL: G3512 | SERIAL: SBG00794

Level 1

Oct/2022 , Oct/2023 , Oct/2024 , Oct/2025 , Oct/2026

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: G3512 | SERIAL: SBG00794

Level 2

Apr/2023 , Apr/2024 , Apr/2025 , Apr/2026 , Apr/2027

WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: G3512 | SERIAL: SBG00794

Level 3

Apr/2023 , Apr/2026

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: G3512 | SERIAL: SBG00794

Level 5

Apr/2025

Watchguard Level 9 (Battery Replacement Program)

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

MODEL: G3512 | SERIAL: SBG00794

Level 9

Oct/2024

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect



Extended Coverage Quote Confirmation

Quote Number : 1655496404914

Customer Quote

Extended Coverage Quote Provider : Caterpillar

Quote Status : Draft-NOT ACCEPTED

Quote Date : 06/17/2022

Price Expiration Date : 07/17/2022

Customer Information :

FARIBAULT TREATMENT PLANT

208 ST AVE NW

FARIBAULT

MINNESOTA

55021-5105

UNITED STATES

Dealer Information :

ZIEGLER

901 W 94TH ST

MINNEAPOLIS

MINNESOTA

55420-4299

UNITED STATES

612.503.7397

Patrick.Lorentz@zieglercat.com

Pat Lorentz

Product Information :

Model : 3512C

Serial# : SBG00794

Type : Published

Emissions Control Indicator : NONE

Original Delivery Date : 04/22/2011

Product Status : Delayed Coverage Start

Current Usage : 181 Hours

Coverage	P/L	Duration	Usage	Deductible	Amount
ADV GENSET PLATINUM	PARTS AND LABOR	60 Months	2500 Hours	0.00	17,650.00

Other:

Administration Fee

Late Fee

Tax

Total Customer Amount 0.00

Currency USD

Additional Comments :

Notes:

1. This quote is a non-binding price indication.
2. Dealers may refer to Equipment Protection Plan Administrative Manual or Engine Extended ESC coverage for covered component details.
3. Late Fees may apply to Engine Extended Coverage Cost(s) at the time of Enrollment.
4. All deductibles displayed in USD.
5. GST Not Included
6. Caterpillar branded machine product quotes do not include Year 1 – Labor Only coverage within the Year 2 & Beyond coverages (except for limited EPP programs, which include both Year 1 – Labor Only and Year 2 & Beyond coverage)



Extended Coverage Quote Confirmation

Quote Number : 1655496404914

Customer Quote

Customer Signature

Date

Dealer Signature

Date

Thank you for your business!

2120 West End Avenue, Nashville, TN 37203

Email: EquipmentProtectionPlan@cat.com or EngineESC@cat.com

Cat® Extended Service Coverage (ESC)

4 EASY STEPS TO PROTECT YOUR STANDBY GENERATOR SET

Your operation depends on reliable power. That's why you trust Cat® generator sets. With Cat Financial Insurance Services, you get service coverage that's just as durable and long-lasting. ESC for **new, used and overhauled standby generator sets** protects your investment and your peace of mind. Choosing coverage is as easy as following these four steps.

1 CHOOSE FROM A VARIETY OF COVERAGE OPTIONS

First, extend your protection beyond the original factory warranty by choosing the coverage option that's right for your situation.

NEW ESC

Coverage for electric power standby generator sets is available in 36- to 120- month terms, in 12-month increments, if purchased before the end of your original factory warranty.

ADVANTAGE ESC

Coverage is available after the end of the original factory warranty in 12- to 60-month terms, in 12-month increments, and before the first overhaul. Your standby generator set is eligible if:

- > It's less than four years from delivery date and accumulated less than 3,000 hours total use since new, OR
- > It's less than 10 years from build date AND currently enrolled in New ESC or Advantage ESC, OR
- > It's less than 10 years from build date AND currently covered by an authorized Cat dealer Customer Support Agreement (CSA), OR
- > It passes a qualifying inspection performed by an authorized Cat dealer in accordance with the Advantage Certification Inspection Worksheet.

OVERHAUL PROTECTION FOR COMMERCIAL (OPC) ESC

Coverage is available in 12- to 60- month terms, in 12-month increments. Your standby generator set is eligible once a qualifying overhaul has been completed by an authorized Cat dealer in accordance with the OPC Certification Worksheet.

2 IDENTIFY YOUR COVERAGE NEEDS

Next, identify the age and current operating hours of your generator set since delivery or overhaul. Then calculate your annual hours of use to choose the best ESC coverage terms to fit your needs.

BUILT FOR IT.



3 SELECT YOUR COVERAGE LEVEL

Then, choose from our Silver, Gold, Platinum or Platinum Plus coverage levels to get the exact amount of protection you need based on the Coverage Matrix¹ and Additional Allowances.

COVERAGE MATRIX¹

Cooling System	Silver	Gold	Platinum ²
Thermostat Housing	✓	✓	✓
Water Manifold Housing	✓	✓	✓
Jacket Water Precooler	✓	✓	✓
Jacket Water Pump		✓	✓
Thermostat			✓
Radiator & Fan			✓
Fuel System			
Steel Fuel Lines	✓	✓	✓
Fuel Shutoff Solenoid	✓	✓	✓
Fuel Injectors		✓	✓
Fuel Transfer Pump & Housing			✓
Fuel Priming Pump			✓
Fuel Transfer Pump			✓
Lubrication System			
Pan, Pump Cooler	✓	✓	✓
Crankcase Breather			✓
Engine Oil Pump Drive			✓
Prelubrication Pump			✓
Electric System			
Control Module (ECM)	✓	✓	✓
Sensors: All Engine Sensors	✓	✓	✓
Wiring Harness & Connectors			✓
Starter			✓
Engine Alternator			✓
Alternator End			
Alternator, including Rotor, Stator and Exciter	✓	✓	✓
Generator Controls		✓	✓
Power Center		✓	✓
Air Induction & Exhaust	Silver	Gold	Platinum ²
Exhaust Manifolds, Studs & Gaskets	✓	✓	✓
Inlet Air Heater Relay	✓	✓	✓
Intake Manifold	✓	✓	✓
Turbocharger(s)		✓	✓
Air-to-Air Aftercooler Cores			✓
Muffler/Exhaust System			✓
Exhaust Guards			✓
Diesel Oxydation Catalyst			✓
Short Block			
Cylinder Block Casting	✓	✓	✓
Crankshaft	✓	✓	✓
Connecting Rod Assembly	✓	✓	✓
Piston, Wrist Pin, Retainer Clip & Piston Rings	✓	✓	✓
Idle and Timing Gears			✓
Accessory Drive			✓
Cylinder Head			
Cylinder Head	✓	✓	✓
Intake & Exhaust Valves	✓	✓	✓
Valve Mechanism	✓	✓	✓
Camshaft, Camshaft Bearings, Key, Gear	✓	✓	✓
Front & Rear Covers			
Front Cover/Plate/Housing/Gears & Gaskets	✓	✓	✓
Vibration Damper	✓	✓	✓
Flywheel Housing & Gasket	✓	✓	✓
Crankshaft Front & Rear Seal			✓
Optional Aftertreatment Coverage			
Diesel Particulate Filter	✓ ³	✓ ³	✓ ³
Selective Catalytic Reduction	✓ ³	✓ ³	✓ ³

1 This Coverage Matrix is for reference only and does not represent a complete list of covered components. For additional information, please reference the appropriate ESC contract.

2 Platinum level coverage covers all as-shipped components from the factory with Cat part numbers. Some exclusions may apply.

3 Recent emissions-compliant engines or generator sets may be equipped with a Diesel Particulate Filter (DPF) and/or a Selective Catalytic Reduction (SCR). We offer coverage at an additional cost on these emissions components. Silver, Gold, Platinum or Platinum Plus base level coverage is required.

Platinum Plus coverage covers all components covered by Platinum coverage plus additional Cat components, having a Cat part number, installed by an authorized dealer and approved using the Platinum Plus Additional Coverage Component List and Approval Verification form.

ADDITIONAL ALLOWANCES

	Travel/Mileage Limitations		Emergency Freight	Rental ⁴		Crane & Rigging ⁴	Overtime
Engine Displacement ⁴	Silver, Gold, Platinum	Platinum Plus Only	All Coverage Levels	Platinum Only	Platinum Plus Only	Platinum Plus Only	Platinum Plus Only
Up to 4 liters	2 hr/100 mi	10 hr/500 mi	\$500	\$2,500	\$5,000	\$1,000	\$1,500
Over 4 liters up to 7.5 liters	4 hr/200 mi	10 hr/500 mi	\$500	\$5,000	\$10,000	\$1,000	\$1,500
Over 7.5 liters up to 34 liters	8 hr/320 mi	10 hr/500 mi	\$500	\$10,000	\$20,000	\$5,000	\$1,500
Over 34 liters	8 hr/320 mi	10 hr/500 mi	\$500	\$15,000	\$40,000	\$12,500	\$1,500

4 Please refer to the generator set spec sheets for particular engine displacement.

5 Allowance is granted if covered failure repairs cannot be completed within 96 hours (for Platinum) or 48 hours (for Platinum Plus) of the authorized dealer technician's initial visit.

6 Allowance is granted if covered failure repairs cannot be completed within 48 hours of the authorized dealer technician's initial visit.

4 PURCHASE AND REGISTER YOUR ESC

Finally, work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

This is a brief description of ESC. It is subject to change without notice. In case of conflict, the ESC contract will govern.

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Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 12, 2022
SUBJECT: Resolution 2022-147 Authorize Federal Aviation Administration Agreement for Project No. 3-27-0030-017-2022 for Airport Airfield Lighting Improvements Project

Background:

A grant application for the Airport Lighting Improvement Project was approved at the March 22, 2022 Council meeting. In addition, Task Order No. 11 with Foth, Airport Engineering Consultant was approved at the January 11, 2022 meeting authorizing the project. The attached resolution seeks the acceptance of a Federal Aviation Administration (FAA) grant for Project No. 3-27-0030-017-2022 and authorizes the Public Works Director as signatory for the grant.

The grant will provide \$368,696.00 or 90% of the funding of a project to make improvements to the airfield lighting at the Municipal Airport. The total estimated cost of the project is \$410,760.00. The City's share of \$42,064.00 (10%) for the project will come from the Airport Fund (225). It is anticipated that the State of Minnesota will contribute an additional \$20,538.00 (5%) to the project, reducing the City's contribution from 10% to 5%.

Recommendation:

Approve Resolution 2022-147

Attachments:

1. Resolution 2022-147 Authorize FAA Agreement for Project No. 3-27-0030-017-2022 for Airport Airfield Lighting Improvements
2. Grant Summary Form
3. FBL-GLG-3-27-0030-017-2022-Grant Agreement

CITY OF FARIBAULT

RESOLUTION #2022-147

**AUTHORIZE FEDERAL AVIATION ADMINISTRATION AGREEMENT FOR PROJECT
No. 3-27-0030-017-2022 FOR AIRPORT AIRFIELD LIGHTING
IMPROVEMENTS PROJECT**

WHEREAS, the City has planned improvements to the runway lighting at the Faribault Municipal Airport; and

WHEREAS, Federal grant funds are available for assistance with project funding and the City wishes to use these funds; and

WHEREAS, a grant agreement for \$368,696.00 for project 3-27-0030-017-2022 Airport Airfield Lighting Improvements Project has been prepared by the Federal Aviation Administration and presented to the City for execution.

NOW, THEREFORE BE IT RESOLVED, that Federal Aviation Administration Agreement for project 3-27-0030-017-2022 Airport Airfield Lighting Improvements Project at the Faribault Municipal Airport is accepted.

ALSO, BE IT RESOLVED, that the Public Works Director is authorized to execute this Agreement and any amendments on behalf of the City of Faribault.

Date Adopted: July 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



GRANT SUMMARY FORM

Pre-Application ☐ Application ☐ Award Acceptance ☒ Amendment ☐

Department: Public Works

Contact Person: Public Works Director

Grant Name: Municipal Airport Airfield Lighting Improvements Project

Grantor: Federal Aviation Administration (FAA)

Total Project Cost: \$410,760.00 Total Award Amount: \$ 368,696.00

Total Cash Match: \$ 42,064.00 Total In-Kind Match: \$ 0.00

Application Date: 04/19/21 Grant Period From 07/05/21 To 07/05/24

Funding Type (Federal, State, Other): Federal

CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

FAA funding for improvements to the airfield lighting system. The project is necessary for aircraft to safely navigate the airfield at night.

How is the Match Amount Determined::

Match ratios are determined by the Federal (90/10%)

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

Explanation of Other:

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

Already In Department Budget: \$ 770,000.00 Not Budgeted: \$ 0.00

Proposed Source of Match: Airport Fund (225)

Director Approval

A handwritten signature in black ink, appearing to be 'J. R. ...', written over a horizontal line.

Administrator Approval

A handwritten signature in black ink, appearing to be 'J. M. ...', written over a horizontal line.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

Dakota/Minnesota Airports District Office
6020 28th Ave S, Ste 102
Minneapolis, MN 55450-2700

July 5, 2022

Mr. Travis Block
208 First Ave NW
Faribault, MN 55021

Dear Mr. Block:

The Grant Offer for Airport Improvement Program (AIP) Project No. **3-27-0030-017-2022** at **Faribault Municipal-Liz Wall Strohfus Field Airport** is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 26, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ben Garrow, (612) 253-4610, Benjamin.A.Garrow@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Butler
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 5, 2022
Airport/Planning Area	Faribault Municipal-Liz Wall Strohfus Field Airport
FY2022 AIP Grant Number	3-27-0030-017-2022
Unique Entity Identifier	P25MKPP1ST53

TO: City of Faribault

(herein called the "Sponsor")

Channeled through the State of Minnesota

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 19, 2022, for a grant of Federal funds for a project at or associated with the Faribault Municipal-Liz Wall Strohfus Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Faribault Municipal-Liz Wall Strohfus Field Airport (herein called the "Project") consisting of the following:

Reconstruct Airport Beacon, Rehabilitate Runway Lighting 12/30, Rehabilitate Runway Lighting 12/30, Rehabilitate Taxiway Lighting, Install Miscellaneous NAVAIDS, Install Airfield Guidance Signs, Install Runway Vertical/Visual Guidance System 12/30, Install Runway Vertical/Visual Guidance System 12/30 which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$368,696.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 368,696 for airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 26, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 27, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Lighting**. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

27. **Environmental**. The environmental approval for this project was issued on March 18, 2022. This project includes the following mitigation measures:

N/A

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

28. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Butler

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Faribault

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. The location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. All proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. Eliminate such adverse effect in a manner approved by the Secretary; or
 2. Bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Faribault**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 19, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Faribault

Airport: Faribault Municipal Airport

Project Number: 3-27-0030-017-2022

Description of Work: Reconstruct Airport Beacon, Rehabilitate Runway Lighting 12/30, Rehabilitate Runway Lighting 12/30, Rehabilitate Taxiway Lighting, Install Miscellaneous NAVAIDS, Install Airfield Guidance Signs, Install Runway Vertical/Visual Guidance System 12/30, Install Runway Vertical/Visual Guidance System 12/30

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No N/A

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Faribault

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

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I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Faribault

Airport: Faribault Municipal Airport

Project Number: 3-27-0030-017-2022

Description of Work: Reconstruct Airport Beacon, Rehabilitate Runway Lighting 12/30, Rehabilitate Runway Lighting 12/30, Rehabilitate Taxiway Lighting, Install Miscellaneous NAVAIDS, Install Airfield Guidance Signs, Install Runway Vertical/Visual Guidance System 12/30, Install Runway Vertical/Visual Guidance System 12/30

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
 - a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
 - a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
 - a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38)

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Faribault

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: |

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Faribault

Airport: Faribault Municipal Airport

Project Number: 3-27-0030-017-2022

Description of Work: Reconstruct Airport Beacon, Rehabilitate Runway Lighting 12/30, Rehabilitate Runway Lighting 12/30, Rehabilitate Taxiway Lighting, Install Miscellaneous NAVAIDS, Install Airfield Guidance Signs, Install Runway Vertical/Visual Guidance System 12/30, Install Runway Vertical/Visual Guidance System 12/30

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:

- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

Yes No N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

Yes No N/A

7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).

Yes No N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

Yes No N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

Yes No N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

Yes No N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).

Yes No N/A

12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR§200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of

Name of Sponsor: City of Faribault

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: |

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Faribault

Airport: Faribault Municipal Airport

Project Number: 3-27-0030-017-2022

Description of Work: Reconstruct Airport Beacon, Rehabilitate Runway Lighting 12/30, Rehabilitate Runway Lighting 12/30, Rehabilitate Taxiway Lighting, Install Miscellaneous NAVAIDS, Install Airfield Guidance Signs, Install Runway Vertical/Visual Guidance System 12/30, Install Runway Vertical/Visual Guidance System 12/30

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
- a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR §182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: |

Address: |

Location 2 (if applicable)

Name of Location: |

Address: |

Location 3 (if applicable)

Name of Location: |

Address: |

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Faribault

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

|

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Faribault

Airport: Faribault Municipal Airport

Project Number: 3-27-0030-017-2022

Description of Work: Reconstruct Airport Beacon, Rehabilitate Runway Lighting 12/30, Rehabilitate Runway Lighting 12/30, Rehabilitate Taxiway Lighting, Install Miscellaneous NAVAIDS, Install Airfield Guidance Signs, Install Runway Vertical/Visual Guidance System 12/30, Install Runway Vertical/Visual Guidance System 12/30

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Faribault

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: |

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Faribault

Airport: Faribault Municipal Airport

Project Number: 3-27-0030-017-2022

Description of Work: Reconstruct Airport Beacon, Rehabilitate Runway Lighting 12/30, Rehabilitate Runway Lighting 12/30, Rehabilitate Taxiway Lighting, Install Miscellaneous NAVAIDS, Install Airfield Guidance Signs, Install Runway Vertical/Visual Guidance System 12/30, Install Runway Vertical/Visual Guidance System 12/30

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Faribault

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: |

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 12, 2022
SUBJECT: Approve Agreement with Municode for Ordinance Supplement Services

Background:

The City of Faribault currently contracts with Municode for the codification of our City Code. Municode is offering an annual flat rate for supplementation services that we are currently enrolled in. The fixed annual rate will simplify our budget process as well as allow for staff to update our code on a quarterly basis rather than semi-annually. Over the past five years the average cost of Municode's services has been \$3,564. If the Council chooses to enter into a three-year agreement, a discount of 20% will be given for year one. The annual rate will increase by 5% in year three and the years following.

Recommendation:

Approve Agreement with Municode for Ordinance Supplement Services.

Attachments:

1. MN - Faribault - CS - Supp SOW - 06282022



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Date: 6/23/2022

Product: Codification - Supplements

Client: Fairbault, MN

Fairbault, MN – Annual Supplements - Statement of Work

QTY	Product Description	PRODUCT TYPE
1	Code of Ordinance Supplementation Services	Renewable
1	Printed Copies – up to 13 copies per “print” schedule	Renewable
1	Freight – up to 13 copies	Renewable
1	Supplement Updates – Quarterly	Renewable
1	Word Docx	Renewable
Annual Recurring Supplement Services		USD \$3,564.00

1. This Statement of Work ("SOW") is between Fairbault, MN ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.
3. This SOW shall remain in effect for an initial term ("Initial Term") starting on July 1, 2022 and running through the following Renewal Date (as defined below). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
4. The Initial Term's Annual Recurring Supplement Services shall be invoiced on July 1, 2022. The full Annual Recurring Supplement Services shall be invoiced each Renewal Date and shall be subject to a 5% annual increase each Renewal Term, starting on the second anniversary of the Renewal Date. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.
5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.

6. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.
7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.
9. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the proofs is received within 45 days.
10. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.
11. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.
12. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

13. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.
14. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

Clients selected billing and renewal month: July (the "Renewal Date"). If this section is left empty, Client's Renewal Date shall be the date of signing this SOW.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

Service Provider

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: July 12, 2022
SUBJECT: Resolution 2022-148 Appoint Election Judges for the 2022 Elections

Background:

Minnesota Statute 204B.21 requires that Election Judges for precincts in a municipality be appointed by the governing body of the municipality. The Statute also permits the appointment of Election Judges on an emergency basis by the Rice County Auditor/Treasurer or the Faribault City Clerk.

The attached list of eligible voters, listed in Exhibit A, have requested appointment as Election Judges for the Primary and General Elections to be held in 2022.

Recommendation:

Approve Resolution 2022-148 Appoint Election Judges for the 2022 Elections

Attachments:

1. Resolution 2022-148 Appoint Election Judges for the 2022 Elections

CITY OF FARIBAULT

RESOLUTION #2022-148

APPOINT ELECTION JUDGES FOR THE 2022 ELECTIONS

WHEREAS, Minnesota Statute 204B.21 requires that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minnesota Statute 204B.21 permits the appointment of judges of election on an emergency basis by the Rice County Auditor/Treasurer or the City of Faribault City Clerk; and

WHEREAS, the Rice County Auditor/Treasurer has designated the City Clerk of the City of Faribault, Minnesota, as the responsible authority for the conduct of the 2022 Primary and General Elections in the City of Faribault, Minnesota.

NOW, THEREFORE BE IT RESOLVED, that the attached list of eligible voters, listed in Exhibit A, are hereby appointed election judges for the Primary and General Elections held in 2022.

ALSO, BE IT RESOLVED, that the City Clerk is hereby authorized and directed to determine the number of judges in each precinct and to fill vacancies in the event that any of the aforesaid appointed judges cannot fulfill their responsibilities as required by law.

Date Adopted: July 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Carolyn Shaffer



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: July 12, 2022
SUBJECT: Resolution 2022-149 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts

Background:

Customers with unpaid utility receivable accounts are provided multiple notices and ample opportunity to pay the balance prior to entering the assessment process. Section 28-73 provides authorization for the City to certify to the County Auditor any unpaid service charges or fees which shall be collected together with property taxes levied against the property.

Proper notification, as required by city ordinance, has been submitted to each property owner in the attached list. The term of the levy is one year and will include an interest charge equal to ten percent (10%) or \$25, whichever is greater.

Delinquent utility accounts that are 60 days or more past due are certified against the property receiving service. In most cases, the homes are vacant, foreclosures, landlords paying for previous tenants, or broken curb stops so water cannot be disconnected. These account balances cannot be collected through the disconnection process and are certified for collection against the property.

Recommendation:

Staff recommends approval of Resolution 2022-149 Levying Special Assessments for Delinquent Water, Sewer and Storm Water Accounts.

Attachments:

1. Resolution 2022-149 Levy Assessments for Delinquent Utility Balances
2. Exhibit A

CITY OF FARIBAULT

RESOLUTION #2022-149

LEVYING SPECIAL ASSESSMENTS FOR DELINQUENT WATER, SEWER, AND STORM WATER ACCOUNTS

WHEREAS, City of Faribault ordinances establish rules, rates and charges for water, sewer, storm water and other miscellaneous charges and fees for services; and

WHEREAS, Section 28-73 of the City ordinances authorizes the City to assess any unpaid service charges and fees imposed on the owner, lessee, or occupant of property for governmental services provided by the City; and

WHEREAS, written notice of the City's intention to certify the charges or fees to the County Auditor was provided to the property owners; and

WHEREAS, an assessment roll has been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, such assessments shall be payable over a period of one year with an interest rate of ten percent (10%) or \$25, whichever is greater; and

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

1. Assessment Roll for Delinquent Unpaid Water, Sewer and Storm Water attached hereto as Exhibit A in the amount of \$2,127.59.
2. A copy of Exhibit A, which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the properties named therein. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of the final assessment resolution; and he may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid.

3. A copy of this resolution, together with the assessment roll, is to be forwarded to the Rice County Treasurer/Auditor for collection with other taxes.

Date Adopted: July 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Utility Billing

EXHIBIT A



Account No	Owner Name	Owner Address 1	Owner Address 2	Service Address	Tax Lot	Amount	Interest	Total
006452-002	T. Nelson Properties	4563 Cedar Lake Blvd	Faribault, MN 55021	210 23 St NW Apt 2	18-19-3-80-001	244.86	25.00	269.86
007992-000	Smith Real Estate LLC	23770 Natchez Ave	Lakeville, MN 55044	1512 9 Ave SW	18-01-4-77-001	20.79	25.00	45.79
007992-003	Smith Real Estate LLC	23770 Natchez Ave	Lakeville, MN 55044	1512 9 Ave SW	18-01-4-77-001	149.30	25.00	174.30
007992-011	Smith Real Estate LLC	23770 Natchez Ave	Lakeville, MN 55044	1512 9 Ave SW Apt D	18-01-4-77-001	91.55	25.00	116.55
007992-015	Smith Real Estate LLC	23770 Natchez Ave	Lakeville, MN 55044	1512 9 Ave SW Apt C	18-01-4-77-001	50.47	25.00	75.47
014571-001	Emma Fahning	Shane Van Dusartz	Faribault, MN 55021	1715 14 St NE	18-29-2-26-089	159.90	25.00	184.90
015379-002	Matthew Berger	14712 Acorn Trl	Faribault, MN 55021	324 4 Ave SW	18-31-3-76-018	35.46	25.00	60.46
015840-000	Jordan Otey	23 8 St NW	Faribault, MN 55021	23 8 St NW	18-30-4-51-056	56.82	25.00	81.82
018452-002	Paul Lydolph	731 Legacy Ct	Faribault, MN 55021	1469 South Trail Cir	18-06-4-30-019	38.41	25.00	63.41
020438-000	William & Nina Erickson	4325 Roberds Lake Trl	Faribault, MN 55021	15 14 St NE	18-30-4-26-052	199.56	25.00	224.56
022208-000	SSM1 LLC	N9980 Shore Dr	Autrain, MI 49806	411 6 Ave NE	18-31-1-26-009	193.43	25.00	218.43
023226-000	Joseph Hubly	1281 Cuyllle Bay	Faribault, MN 55021	1281 Cuyllle Bay	18-06-3-02-033	143.24	25.00	168.24
023617-002	Chad & Brad Wendel	1717 Hunt Lake Trail	Faribault, MN 55021	26 1 Ave SW Apt 3	18-31-4-26-026	241.65	25.00	266.65
023923-000	Emerging Entrepreneur Enterprises LI	117 3 Ave NE #2	Faribault, MN 55021	708 6 St NW	18-31-2-26-025	58.15	25.00	83.15
024717-000	Darrell Jensen Trust	216 Central Ave	Faribault, MN 55021	708 Rose Dr	18-19-2-51-108	69.00	25.00	94.00
Total Certified						1,752.59	375.00	2,127.59



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: July 12, 2022
SUBJECT: Resolution 2022-145 Accept Bids for 2022 Prairie Ridge Park Improvements - Contract 2022-09

Background:

On Wednesday, July 6, 2022, bids were received for the proposed 2022 Prairie Ridge Park Improvements - Contract 2022-09 project, including grading, seeding, drainage pipe and a bid add alternate for parking lot improvements.

The bids are tabulated as follows:

Contractor	Base Bid	Alternate Bid	Total Bid (Base + Alternate)
Selly Excavating, Inc., Le Center, MN	\$ 95,850.45	\$ 60,965.00	\$ 156,815.45
BCM Construction, Inc., Faribault, MN	\$ 156,015.00	\$ 68,945.00	\$ 224,960.00
Heselton Construction, Faribault, MN	\$ 168,937.00	\$ 63,925.00	\$ 232,862.00
<i>Engineer's Estimate</i>	<i>\$ 95,232.50</i>	<i>\$ 44,059.00</i>	<i>\$ 139,291.50</i>

Based on the low bidder's prices, it is recommended to award to the low bidder, Selly Excavating, Inc. for both the base bid and the add alternate. The 2022 Capital Improvement Plan had \$100,000 budgeted for the park grading. There is sufficient fund balance in the Park Improvement Fund (404) to complete the parking lot addition as well.

Construction on the project is scheduled to begin in late summer/early fall and be substantially completed by the end of November, 2022.

Recommendation:

Approve Resolution 2022-145 Accepting Bids for 2022 Prairie Ridge Park Improvements - Contract 2022-09

Attachments:

1. Resolution 2022-145 Accept Bids for 2022 Prairie Ridge Park Improvements - Contract 2022-09

2. 2022 Proposed Prairie Ridge Park Improvements

CITY OF FARIBAULT

RESOLUTION #2022-145

ACCEPT BIDS FOR 2022 PRAIRIE RIDGE PARK IMPROVEMENTS - CONTRACT 2022-09

WHEREAS, pursuant to the advertisement for bids for the 2022 Prairie Ridge Park Improvements, Contract 2022-09 bids were received, opened, and tabulated according to law and the following combined bids were received complying with the advertisement for bids:

Selly Excavating Inc., Le Center, MN	\$156,815.45
BCM Construction Inc., Faribault, MN	\$224,960.00
Heselton Construction, Faribault, MN	\$232,862.00

and;

WHEREAS, it appears that Selly Excavating Inc., of Le Center, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Selly Excavating, Inc., in the name of the City of Faribault for 2022 Prairie Ridge Park Improvements, Contract 2022-09 in the amount of \$156,815.45 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

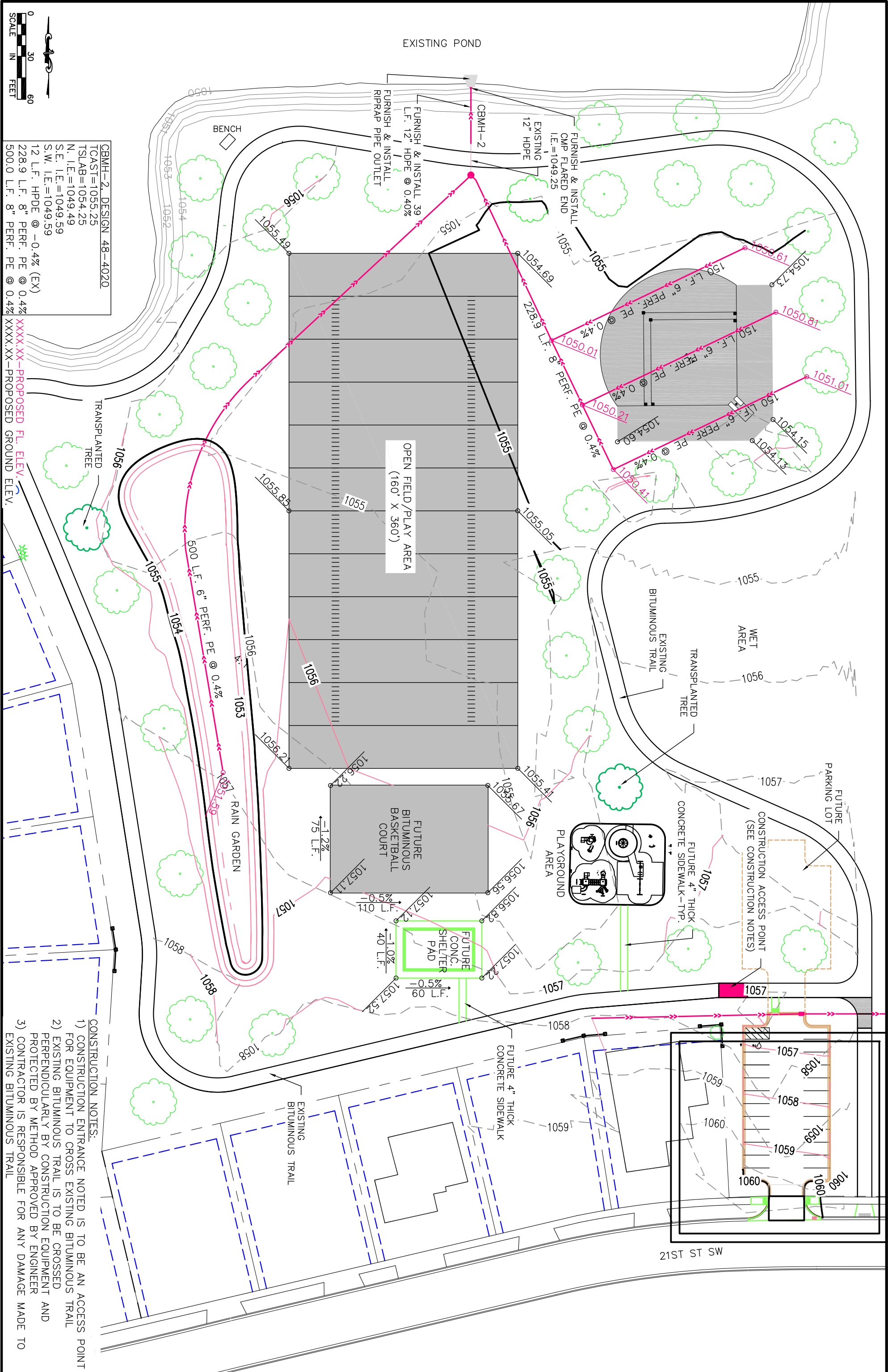
Date Adopted: July 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



CBMH-2, DESIGN 48-4020
TCAST=1055.25
TSLAB=1054.25
N. I.E.=1049.49
S.E. I.E.=1049.59
S.W. I.E.=1049.59
12 L.F. HPDE @ -0.4% (EX)
228.9 L.F. 8" PERF. PE @ 0.4%
500.0 L.F. 8" PERF. PE @ 0.4% XXXX.XX-PROPOSED GROUND ELEV.

TRANSPLANTED TREE
RAIN GARDEN
BENCH
EXISTING POND
WET AREA
FUTURE CONC. SHELTER PAD
FUTURE BITUMINOUS BASKETBALL COURT
PLAYGROUND AREA
CONCRETE SIDEWALK-TYP.
FUTURE 4" THICK
CONSTRUCTION ACCESS POINT (SEE CONSTRUCTION NOTES)
FUTURE LOT
PARKING LOT
21ST ST SW

CONSTRUCTION NOTES:
1) CONSTRUCTION ENTRANCE NOTED IS TO BE AN ACCESS POINT FOR EQUIPMENT TO CROSS EXISTING BITUMINOUS TRAIL
2) EXISTING BITUMINOUS TRAIL IS TO BE CROSSED PERPENDICULARLY BY CONSTRUCTION EQUIPMENT AND PROTECTED BY METHOD APPROVED BY ENGINEER
3) CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE MADE TO EXISTING BITUMINOUS TRAIL