



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, OCTOBER 26, 2021

6:00 PM

1. Call to Order/Roll Call/Pledge of Allegiance
2. Presentations/Introductions – None
3. Approve minutes of October 12, 2021 Regular City Council Meeting, October 12, 2021 Special City Council Meeting and October 19, 2021 Special City Council Meeting
 - A. Minutes from the October 12, 2021 Regular City Council Meeting, October 12, 2021 Special City Council Meeting and October 19, 2021 City Council Meeting
4. Consent Agenda
 - A. List of Claims for Release
 - B. Approve LG 220 Application for Exempt Permit for Catholic United Financial Council SS Lawrence/Anne
 - C. Approve LG240B Applications to Conduct Excluded Bingo for Women of the Moose
 - D. Resolution 2021-224 Initiate Project and Order Feasibility Report for 2022 Street Overlay Improvements - Contract 2022-02
 - E. Accept Quote for Wellhouse No.5 Watermain Installation
 - F. Resolution 2021-227 Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a General Obligation Water Revenue Note; Series 2021, in the Original Aggregate Principal Amount of \$522,527; Providing for Its Issuance; and Authorizing the Execution of a Project Loan Agreement and Other Documents in Connection Therewith
 - G. Approve Quote to Purchase and Install Playground at Prairie Park
5. Requests to be Heard
6. Public Hearings
 - A. Resolution 2021-225 Adopting Special Assessments for the 2021 Street Reconstruction Improvements - Contract 2021-03
 - B. Resolution 2021-226 Adopting Special Assessments for the 2020 13th Street NW Extension Improvements - Contract 2020-05
7. Items for Discussion
 - A. Resolution 2021-223 Awarding the Sale of General Obligation Refunding Bonds, Series 2021B in the Original Aggregate Principal Amount of \$6,450,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for the Redemption of Bonds Refunded Thereby
 - B. Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances - Second Reading
Approve Ordinance 2021-10 Summary Publication
 - C. Resolution 2021-228 Approve a Conditional Use Permit to Construct a New Storage Building at Calvary Cemetery, 3415 Calvary Drive
 - D. Resolution 2021-229 Deny Applications for Variances, Planned Unit Development and

Conditional Use Permit Related to 903 Spring Road

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

A. Monthly Financial Report

10. Adjournment

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

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, OCTOBER 12,
2021

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 6:00pm. Councilors Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Councilor Sara Caron was absent. Also, in attendance was City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Public Works Director Travis Block, City Engineer Mark DuChene, Human Resources Manager Kevin Bushard, Police Chief Andy Bohlen, Fire Chief Dustin Dienst and Finance Director Jeanne Day.

Presentations/Introductions

Recognizing National Pregnancy and Infant Loss Remembrance Day

Mayor Voracek presented Diana Kelley with a Proclamation recognizing October 15th as National Pregnancy and Infant Loss Remembrance Day in the City of Faribault. There will be a candle lighting at the IRIS office at 7:00pm.

Approve minutes of the September 28, 2021 City Council Meeting

Motion by Ross, seconded by Spooner to approve the September 28, 2021 City Council Meeting Minutes and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve 1-4 Day Temporary Liquor License for Community Cafe
- C. Approve Petition and Waiver Agreement for 427 7th Street NW
- D. Approve Petition and Waiver Agreement for 502 6th Street NW
- E. Approve Petition and Waiver Agreement for 613 6th Avenue NW
- F. Approve Petition and Waiver Agreement for 1602 Rondarwal Lane
- G. Resolution 2021-213 Accept Donation from Camp Faribo
- H. Resolution 2021-214 Adopt Wellhead Protection Plan Amendment
- I. Resolution 2021-215 Authorize Execution of Development Agreement for THOMPSON JAMES GROUP SOUTH DIVISION
- J. Resolution 2021-216 Accept Donation of Fine Art to Buckham Memorial Library
- K. Resolution 2021-217 Accept Donation to Buckham Memorial Library for Special Programs
- L. Resolution 2021-218 Accept Donation from the Estate of Robert L. Crandall
- M. Resolution 2021-219 Providing for the Issuance and Sale of General Obligation Refunding Bonds, Series 2021B, in the Proposed Aggregate Principal Amount of \$6,450,000
- N. Resolution 2021-220 Authorization to Execute Municipal Advisor Agreement with Northland Securities for the GO Refunding Bonds Series 2021B
- O. Resolution 2021-221 Approve Hiring Community Services Officer
- P. Resolution 2021-222 Approve Loan Agreement, Mortgage Agreement, and Promissory Note with the Paradise Center for the Art

Councilor Spooner and Viscomi requested that Item 4I. Resolution 2021-215 Authorize Execution of Development Agreement for THOMPSON JAMES GROUP SOUTH DIVISION be removed from the consent agenda.

Motion by van Sluis, seconded by Ross to approve Consent Agenda Items A-H and J-P and carried unanimously.

Motion by Ross, seconded by Wood to approve Consent Agenda Item Resolution 2021-215 Authorize Execution of Development Agreement for THOMPSON JAMES GROUP SOUTH DIVISION and

carried unanimously. Councilor Viscomi and Spooner recused themselves due to a conflict of interest.

Requests to be Heard

Heidi Nelson, Executive Director, thanked the City of Faribault, the City Administrator and the Council for their support of the Paradise Theater for the Arts by paying off the remainder of their mortgage.

The Mayor thanked the estate of Robert Crandall, Camp Faribo and all those that donate to keep the city and all its entities going.

Public Hearings

Resolution 2021-211 Adopting Special Assessments for 2021 Street Overlay and Sidewalk Improvements - City Contract 2021-02

City Engineer Mark DuChene explained that Resolution 2021-187 adopted on September 14, 2021, declared the cost to be assessed and set a special assessment hearing date of October 12, 2021 for the 2021 Street Overlay and Sidewalk Improvements project – City Contract 2021-02.

The assessment rates for street overlays for 2020 are as follows, as adopted by Resolution 2020-152, subject to credits per City policy:

Bituminous Street Overlays

Low Density Residential Property	\$21.00/l.f
High Density Residential Property	\$23.00/l.f.
Commercial/Industrial/Institutional Property	\$25.00/l.f.

Sidewalk

Residential Property	\$ 6.00/l.f
Commercial/Industrial/Institutional Property	\$23.00/l.f.

The City received no written objections to the proposed assessments. The special assessment roll proposed to assess a total of 161 parcels in the amount of \$294,204.92 out of a total estimated project cost of \$861,500.00. The assessments will be payable over a period of fifteen (15) years with an interest rate of 2.5%. DuChene explained the process to request a deferral. He also explained that there is a 30 day prepay through November 12, 2021.

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

There were no comments from the public on this matter.

Motion by van Sluis, seconded by Wood to close the public hearing and carried unanimously. The public hearing was closed at 6:12pm.

Motion by Ross, seconded by Wood Resolution 2021-211 Adopting Special Assessments for 2021 Street Overlay and Sidewalk Improvements - City Contract 2021-02 and carried unanimously.

Items for Discussion

Ordinance No. 2021-9 Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees - Second Reading, Approve Summary Notification of Ordinance 2021-9 and Resolution 2021-212 Establish Franchise Fee Rebate Program

City Engineer Mark DuChene informed the Council that at the September 28, 2021, the Council approved the first reading of Ordinance 2021-9 Amending Appendix A, Article II of the City Code of Ordinances Regarding Utility Franchise Fees. Since that time, there has been one minor change to the ordinance to update the official mailing address of Greater Minnesota Gas Co. DuChene explained that franchise fees have been in the city of Faribault since 2004 and were modified in 2018. They provide revenue for street improvements, capital equipment and parks. Franchise fees provide for more local control, all account holders pay the fees regardless of tax status, they are simple to administer, they are stable and predictable and they provide equity between years and property sizes.

They also raise utility costs, there could be opposition from tax exempt properties and that are annual rather than intermittent.

DuChene further explained that Resolution 2021-212 would establish a franchise fee rebate program for eligible properties. These rebates on eligible properties as defined in the resolution, would be on an annual basis starting in 2023, for franchise fees paid in 2022 and would last as long as the duration of the eligible active special assessment rolls. These rebates are for all properties which are listed on an active assessment and whose current owner matches the owner on the corresponding assessment roll, regardless if the property owner paid some, all or none of the assessment amount. The rebates are for the lesser amount of the yearly assessment balance or the portion of the franchise fee allocated for street improvements. Rebate forms will be sent out to eligible properties annually to be returned to the City for rebates to be issued.

Councilor Viscomi asked if the City already determined what the property owner will be refunded, DuChene explained that after the first year they City will know because at this time we do not know what your meter is classified, we do know what your assessment is though, so after the first year we will know how you are classified as you will need to submit a copy of your gas/electric bill to the City as part of the rebate requirements. First rebates will go out in 2023.

Mayor Voracek stated that he spoke with the owner of a non-profit and he liked this process as he can budget for this.

Brenda Raymond, 628 6th Ave NW, asked if you pay for the entire assessment, and you pay for the franchise fee do you get a rebate then. DuChene explained that you pay the franchise fees going forward and then at the end of 2022 you will get a notice from the City and we will rebate you back your franchise fees for the duration of your assessment roll was active.

Dawn Caballero, 2424 Woodland Drive, stated that our assessment is about \$3,560 and from what I understand is we will get that little back, it won't even be half that amount back. DuChene explained that in most cases it will be \$120 for residential properties, this is so you won't be getting hit twice and for the first year there will be some back and forth to verify meter classifications, after that it for residential properties it will probably be an annual rebate.

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

Roll Call Vote:

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

Nay:

Motion carried 6:0

Motion by van Sluis, seconded by Spooner to approve Summary Notification of Ordinance 2021-9 and carried unanimously.

Motion by Spooner, seconded by Ross to approve Resolution 2021-212 Establish Franchise Fee Rebate Program and carried unanimously.

Resolution 2021-210 Approve Towards Zero Deaths (TZD) Agreement with the Department of Public Safety

Police Chief Andy Bohlen explained that for the past several years, the Faribault Police Department has taken part in the Minnesota Department of Public Safety's Towards Zero Deaths grant program. The purpose of the program is to provide funding for law enforcement agencies to promote enhanced traffic enforcement through DUI, seatbelt use and hands-free enforcement projects. For the October 1, 2021 through September 30, 2022 grant period, the Police Department has been awarded \$34,950.00 for its participation. Additionally, Bohlen requested that Sergeant Mark Krenik be appointed Rice County's TZD Grant Coordinator.

Motion by van Sluis, seconded by Wood to approve Resolution 2021-210 Approve Towards Zero Deaths (TZD) Agreement with the Department of Public Safety and carried unanimously.

Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances - First Reading

City Administrator Tim Murray explained that fines stipulated under Sec. 4-24 of the City Code of Ordinances, for violations involving alcoholic beverage licensees, only include suspensions. The Council reviewed this topic initially at the July 7, 2020 Joint Committee meeting, and then again at the October 5, 2021 Council Work Session. The Council directed that financial penalties be incorporated for first and second violations, as an alternative to a suspension, third and fourth violations would include suspension and revocation.

Motion by Ross, seconded by Viscomi to approve Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances - First Reading

Roll Call Vote:

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

Nay:

Motion carried 6:0

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

City Administrator Tim Murray reminded the Council of the closed session following adjournment. Murray also announced the retirement of Police Chief Andy Bohlen. Chief Bohlen stated that it has been an honor to work for the City of Faribault. He also mentioned that there will be an event at the Paradise Theater on Saturday night, this was put together by C&S Vending, and all funds raised will go into the Police Departments Mental Health fund for officers. Mayor Voracek thanked Bohlen for his service.

Adjournment

Motion by Viscomi, seconded by Wood to adjourn the City Council meeting and carried unanimously.

Meeting adjourned at 6:39pm.

Respectfully Submitted,

Heather Slechta,
Assistant to the City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, OCTOBER 12, 2021

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:43pm. Councilors in attendance included Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood. Also in attendance was City Administrator Tim Murray and Human Resources Manager Kevin Bushard.

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

The meeting was closed at 6:43pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.03, subdivision I(b) on Tuesday, October 12, 2021, for the following purpose: To consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01-179A.025.

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

The meeting was opened at 7:27pm.

Adjournment

Motion by Viscomi seconded by van Sluis to adjourn the meeting.

Meeting adjourned at 7:27pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, OCTOBER 19, 2021

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 8:15 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood. Also in attendance was City Administrator Tim Murray and Community and Economic Development Director Deanna Kuennen.

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

The meeting was closed at 8:16 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the property identified as Parcel ID 18.31.4.26.075 (hereinafter referred to as the "Property") and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Property and to review confidential appraisal information for the Property.

Motion by Ross, seconded by Spooner to open the Special City Council meeting.

The meeting was opened at 8:29 pm.

Adjournment

Motion by van Sluis, seconded by Caron to adjourn the meeting.

Meeting adjourned at 8:29 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: October 26, 2021
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,313,588.61 which includes check number 172886 to 173029 and automatic clearing house payments.

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

Recommendation:

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

Attachments:

1. 10-26-2021 Council AP List

AP

AP Council Approval 10-26-2021



User: astadler
Printed: 10/21/2021 3:03:13 PM

Check Numbe	Last Name	Acct 1	Amount	Description
172922	ABR Sand & Gravel LLC	601-49430-000-42240	185.85	Pit Run for Stock Pile
172922	ABR Sand & Gravel LLC	602-49450-000-42240	185.85	Pit Run for Stock Pile
172922	ABR Sand & Gravel LLC	603-49500-000-42240	185.84	Pit Run for Stock Pile
	ABR Sand & Gravel LLC		557.54	
0	Ag Partners Coop	101-43121-430-42160	213.48	Weed Killer
	Ag Partners Coop		213.48	
172923	Airgas USA LLC	101-43126-430-44160	68.66	Acetylene Oxygen Tank Rental
	Airgas USA LLC		68.66	
0	Aman Stephanie	240-46210-460-43310	237.88	Travel for Edam Conference
0	Aman Stephanie	240-46210-460-43310	55.22	Milage-Mn Real Estate Journal Meeting
0	Aman Stephanie	240-46210-460-43310	55.22	Milage Reimb to MREJ Meeting Golden Valley
	Aman Stephanie		348.32	
172924	Amazon Capital Services	101-42110-420-43130	29.96	Mini Flashlights
172924	Amazon Capital Services	601-49430-000-42110	15.98	Cell Phone Screen Protectors
172924	Amazon Capital Services	601-49430-000-42110	16.98	Screen Protector
172924	Amazon Capital Services	101-42220-420-42110	411.00	Motorola Replacement Radio Batteries
	Amazon Capital Services		473.92	
172925	American Planning Association	101-41910-410-44330	517.00	Waldock Membership Renewal
	American Planning Association		517.00	
172926	American Test Center Inc	101-42220-420-44040	575.00	Annual Test and Safety Inspection #2117

Check Numbe	Last Name	Acct 1	Amount	Description
	American Test Center Inc		575.00	
172927	Ancom Technical Center	101-42123-420-42110	225.00	Battery
	Ancom Technical Center		225.00	
0	APG Media of Southern Minnesota LLC	474-43121-430-45203	312.50	2021 Street Recon Proposed Assessment Notice
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	275.00	Public Notice Ordinances 2021-4/2021-6/2021-7
0	APG Media of Southern Minnesota LLC	101-43190-430-43510	62.50	Franchise Fees Notice
0	APG Media of Southern Minnesota LLC	601-49430-000-44050	225.00	2021-07 Bid Ad
0	APG Media of Southern Minnesota LLC	601-49430-000-43430	75.00	Watermain Flushing Notice
	APG Media of Southern Minnesota LLC		950.00	
0	Arrow Electric LLC	705-41950-000-44450	800.00	Calibration For Accident On 7/13/21
0	Arrow Electric LLC	704-41950-000-44450	33,698.91	Division & CSAH48 Control Cabinet Repair
0	Arrow Electric LLC	101-45122-450-44010	-0.01	To Be Paid by Senior Center
0	Arrow Electric LLC	101-45122-450-44010	0.01	To Be Paid by Senior Center
	Arrow Electric LLC		34,498.91	
172928	Aspen Mills	101-42700-420-42180	385.15	Full Uniform L Baltazar
	Aspen Mills		385.15	
0	B & N Enterprises LLC	101-45200-450-42210	245.00	Window Glass
	B & N Enterprises LLC		245.00	
172929	Baker & Taylor Entertainment	101-45500-450-42190	367.99	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	14.93	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	16.31	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	23.23	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	76.02	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	894.93	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	20.36	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	559.92	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	10.29	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	37.38	Books
172929	Baker & Taylor Entertainment	101-45500-450-42190	99.72	Books

Check Numbe	Last Name	Acct 1	Amount	Description
	Baker & Taylor Entertainment		2,121.08	
172892	Baynes Jeremy	602-00000-000-20200	11.25	Refund Check 017909-007, 523 7 St NW
172892	Baynes Jeremy	601-00000-000-20200	14.21	Refund Check 017909-007, 523 7 St NW
172892	Baynes Jeremy	601-00000-000-20200	5.77	Refund Check 017909-007, 523 7 St NW
	Baynes Jeremy		31.23	
172893	Beucler Helen	601-00000-000-20200	61.48	Refund Check 010637-000, 2219 Sundet Ln
	Beucler Helen		61.48	
0	BGMN Inc	602-49450-000-42130	148.86	Transmission Fluid and Diesel Additive for Stock
0	BGMN Inc	101-42123-420-42130	99.24	Transmission Fluid and Diesel Additive for Stock
0	BGMN Inc	101-45200-450-42130	198.48	Transmission Fluid and Diesel Additive for Stock
0	BGMN Inc	601-49430-000-42130	148.86	Transmission Fluid and Diesel Additive for Stock
0	BGMN Inc	101-43121-430-42130	396.96	Transmission Fluid and Diesel Additive for Stock
	BGMN Inc		992.40	
172894	Bishop Cortney	601-00000-000-20200	4.46	Refund Check 020904-000, 1122 6 St NW
	Bishop Cortney		4.46	
172895	Blessum James	601-00000-000-20200	5.98	Refund Check 019667-001, 1110 11 Ave NE
	Blessum James		5.98	
0	Bohlen Andy	101-42110-420-43310	69.00	Meals ETI-Chiefs' Conference
	Bohlen Andy		69.00	
0	Bolton & Menk Inc	601-49430-000-45300	1,622.50	2019-12B NW Area Tower & Watermain from 8/21-9/17/21
	Bolton & Menk Inc		1,622.50	
0	Border States Industries Inc	601-49430-000-42110	398.69	Meter To Radio Wire
	Border States Industries Inc		398.69	
172930	Brainfuse Inc	101-45500-450-43096	3,750.00	Brainfuse Online Homework Help

Check Numbe	Last Name	Acct 1	Amount	Description
	Brainfuse Inc		3,750.00	
172931	Braun Intertec Corporation	225-49810-430-45200	1,595.50	Airport Excavation Oversight Through 10/8/2021
	Braun Intertec Corporation		1,595.50	
172896	Braunger Dolores	601-00000-000-20200	20.67	Refund Check 009826-000, 1500 22 Ave NW
	Braunger Dolores		20.67	
172932	Bug Busters Inc	241-46330-461-44010	41.00	404 NW 13th Street Roach Service
172932	Bug Busters Inc	241-46330-461-44010	41.00	1323 NW 7th Street Outside Spray Treatment
	Bug Busters Inc		82.00	
172933	Cal's Metals	101-42110-420-44010	89.10	Fabrication of Cover for Outside Vent
	Cal's Metals		89.10	
172934	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 10/1/21-10/31/21
172934	Canon Financial Services Inc	602-49450-000-44160	11.46	Public Works Copier Rent 10/1/21-10/31/21
172934	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 10/1/21-10/31/21
172934	Canon Financial Services Inc	101-42124-420-44160	201.90	Copiers Lease
172934	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 10/1/21-10/31/21
	Canon Financial Services Inc		336.59	
172897	Caswell Dave	601-00000-000-20200	18.54	Refund Check 024445-000, 925 Valleyview Rd
	Caswell Dave		18.54	
172935	Cengage Learning Inc	101-45500-450-42190	19.50	Books
	Cengage Learning Inc		19.50	
172936	CenturyLink	602-49450-000-43210	58.72	507-333-2530 953
172936	CenturyLink	602-49450-000-43210	50.48	Life Station Phone Service
172936	CenturyLink	602-49450-000-43210	58.72	507-334-2185 956 Lift Station
172936	CenturyLink	602-49450-000-43210	58.72	507-333-2548 954
172936	CenturyLink	225-49810-430-43210	58.72	507-334-7494 946 Airport
172936	CenturyLink	902-00000-000-23935	-711.64	507 Z01-0018 863 Monthly Charges
172936	CenturyLink	902-00000-000-23935	711.64	Monthly Phone Bill - October

Check Numbe	Last Name	Acct 1	Amount	Description
172936	CenturyLink	602-49450-000-43210	58.72	507-334-2013 950
172936	CenturyLink	101-41940-410-43210	325.00	City Hall - October
172936	CenturyLink	101-41940-410-43210	58.72	507-334-8409 948
172936	CenturyLink	602-49450-000-43210	58.72	507-334-0574 498
172936	CenturyLink	101-42210-420-43210	124.44	507-334-0486 496
172936	CenturyLink	602-49450-000-43210	58.72	507-334-2308 955 Lift Station
172936	CenturyLink	225-49810-430-43210	58.72	507-334-3495 952 Airport
172936	CenturyLink	602-49450-000-43210	58.72	507-333-2550 951
172937	CenturyLink	602-49450-000-43210	50.48	Lift Station Phone Service
172937	CenturyLink	101-41940-410-43210	29.30	Monthly Phone Bill - September
172937	CenturyLink	602-49450-000-43210	-50.48	Lift Station Phone Service - Wrong Vendor
	CenturyLink		1,116.42	
172938	Chamber Trust	101-42210-420-42110	150.00	Faribault Hometown Heroes Banner
	Chamber Trust		150.00	
172939	Charles R. Gleason Co., Inc.	601-49430-000-45200	312.00	Land Scape Rock Water Plant
	Charles R. Gleason Co., Inc.		312.00	
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	898-46310-000-44010	24.00	1324 Prairie Avenue Sanitizer Service
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	898-46310-000-42110	2.00	1324 Prairie Ave Hand Sanitizer
0	Cintas Corporation	898-46310-000-44060	42.98	1324 Prairie Ave Matts
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	36.00	Uniform Laundry
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels Floor Mats
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels Floor Mats
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	33.25	Uniform Laundry
0	Cintas Corporation	603-49500-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics

Check Numbe	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	603-49500-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
	Cintas Corporation		452.08	
172940	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - September
172940	City of Faribault	241-46330-461-43850	32.53	902 A Spring Road Sewer Thru 7/31/2021
172940	City of Faribault	241-46330-461-43860	8.38	902 A Spring Road Storm Water Thru 7/31/2021
172940	City of Faribault	873-49499-000-43850	3,015.05	Roberds Lake SIU Bill - September
172940	City of Faribault	241-46330-461-43820	31.51	902 A Spring Road Water Thru 7/31/2021
	City of Faribault		3,681.47	
172941	City of Northfield	101-45500-450-43096	1,835.99	Ancestry Subscription
	City of Northfield		1,835.99	
172942	City of St Paul	101-42124-420-43140	180.00	Conference - Women's Leadership J Bestul
	City of St Paul		180.00	
172943	Clausen Kim	280-46310-461-43090	180.00	RAD Repositioning Services 09/08/2021-09/10/2021
	Clausen Kim		180.00	
172944	Clean Choice Energy	101-43160-430-43810	30.28	3041165101904 Grant St
172944	Clean Choice Energy	101-43160-430-43810	23.48	3041165121000 Lyndale Ave S
172944	Clean Choice Energy	101-45200-450-43810	41.37	303510224520 3rd St NW (Central Pk Bandstand)
172944	Clean Choice Energy	101-43170-430-43810	26.31	3041315032200 30 St NW Signal Lights
172944	Clean Choice Energy	601-49430-000-43810	1,553.72	302969048350 Alexander Park Well #6
172944	Clean Choice Energy	101-43121-430-43810	4,317.64	3040518161200 Belview Tr
172944	Clean Choice Energy	101-45200-450-43810	62.26	302261595920 9th Ave SW
172944	Clean Choice Energy	602-49450-000-43810	175.17	3036919802219 Grant St NW Lift Station
172944	Clean Choice Energy	101-43160-430-43810	191.47	3041576321602 2nd Ave NW
172944	Clean Choice Energy	101-43160-430-43810	242.88	303661815495 Heritage Place
172944	Clean Choice Energy	101-43160-430-43810	27.18	304116511800 Lyndale Ave SW
172944	Clean Choice Energy	101-42210-420-43810	786.09	302527702122 2nd St NW (Fire Hall)
172944	Clean Choice Energy	101-43160-430-43810	313.48	3041576453305 Highway 60
172944	Clean Choice Energy	101-45200-450-43810	715.10	3025764661815 Alexander Dr
172944	Clean Choice Energy	101-45126-450-43810	701.28	303373970117 Shumway Ave
172944	Clean Choice Energy	101-43160-430-43810	31.10	3043806371690 Highway 60W Street Lighting
172944	Clean Choice Energy	902-00000-000-23935	16,070.78	Solar Bill - August
172944	Clean Choice Energy	101-43170-430-43810	222.55	3034532651500 7th St NW Signal Lights

Check Numbe	Last Name	Acct 1	Amount	Description
172944	Clean Choice Energy	602-49450-000-43810	21.26	3027721851150 Willow St Lift Station
172944	Clean Choice Energy	101-43160-430-43810	433.54	302767481210 3 St NE St Light
172944	Clean Choice Energy	602-49450-000-43810	449.35	3040518161200 Belview Tr
172944	Clean Choice Energy	101-45200-450-43810	217.57	304017445900 Lyndale Ave N
172944	Clean Choice Energy	602-49450-000-43810	17.41	303203605319 Lind St Lift Station
172944	Clean Choice Energy	601-49430-000-43810	2,175.75	3039299721904 Fairgrounds Dr Well
172944	Clean Choice Energy	101-43170-430-43810	104.72	3042653021990A Lyndale Ave N Signal
172944	Clean Choice Energy	101-45200-450-43810	190.41	3043066891800 Alexander Dr Concession Stand
172944	Clean Choice Energy	603-49500-000-43810	63.89	3040518161200 Belview Tr
172944	Clean Choice Energy	101-45200-450-43810	19.91	303239611330 9th Ave SW Sr High Tennis Cts
172944	Clean Choice Energy	101-43170-430-43810	212.58	3025252474050 Highway 60W Signal Lights
172944	Clean Choice Energy	101-45200-450-43810	20.22	3023211021000 7th Ave SW
172944	Clean Choice Energy	101-45500-450-43810	2,091.94	30234228711 Division St E (Library)
172944	Clean Choice Energy	601-49430-000-43810	449.35	3040518161200 Belview Tr
172944	Clean Choice Energy	101-45127-450-43810	141.52	304160080705 17 St SW (Soccer Complex)
172944	Clean Choice Energy	902-00000-000-23935	-16,070.78	Solar Bill - August
	Clean Choice Energy		16,070.78	
172886	Colonial Life	101-00000-000-21711	80.00	PR Batch 00520.10.2021 Short Term Disability
	Colonial Life		80.00	
172945	Community Co-op Oil Assn	101-00000-000-15520	13,360.68	Unleaded Fuel for Vehicles & Equipment
172945	Community Co-op Oil Assn	101-00000-000-15520	6,512.17	Diesel Fuel for Vehicles & Equipment
172945	Community Co-op Oil Assn	101-43121-430-42110	40.00	Tire Disposal
172945	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair / Street #217
172945	Community Co-op Oil Assn	101-43110-430-44040	260.00	Tire Repair / Street #316
172945	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair / Street #217
172945	Community Co-op Oil Assn	240-46210-460-44040	287.95	Nisson Leif Tire Balancing & Alignment
172945	Community Co-op Oil Assn	101-43121-430-44040	26.95	Tire Repair / Street #118
172945	Community Co-op Oil Assn	101-45122-450-44040	21.00	Repair Tire
172945	Community Co-op Oil Assn	101-42220-420-44040	19.95	Patch Tire #2130
172945	Community Co-op Oil Assn	101-00000-000-15520	-600.20	Diesel Discount
	Community Co-op Oil Assn		20,018.40	
172946	Core & Main LP	601-49430-000-42410	420.00	Equipment for Monitoring Water Pressure
172946	Core & Main LP	601-49430-000-42210	435.48	Pressure Guage
	Core & Main LP		855.48	
172947	CoreLogic SafeRent	241-46330-461-43090	15.67	2 Background Checks

Check Numbe	Last Name	Acct 1	Amount	Description
	CoreLogic SafeRent		15.67	
172948	Crane Creek Asphalt	601-49430-000-42240	1,670.95	Asphalt for Water Main Break Repairs
172948	Crane Creek Asphalt	601-49430-000-42240	236.33	Asphalt Water Main Break Robinwood
172948	Crane Creek Asphalt	601-49430-000-42240	1,436.35	Asphalt For Water Main Break Repairs
172948	Crane Creek Asphalt	101-45200-450-44050	2,156.83	Asphalt Parking Lot Repair (North Alex)
	Crane Creek Asphalt		5,500.46	
172949	CSDVRS LLC	101-42123-420-43090	81.00	Translating Services
	CSDVRS LLC		81.00	
172950	Culligan	101-45122-450-44160	36.00	Water Equipment Rental
172950	Culligan	101-42110-420-42230	139.00	Water
172950	Culligan	602-49480-000-44160	47.00	Softner Rental
172950	Culligan	101-45500-450-44160	37.00	Drinking Water Equip Rental
	Culligan		259.00	
172898	Dahms Autumn	601-00000-000-20200	15.77	Refund Check 015561-001, 427 1 St NW
	Dahms Autumn		15.77	
172951	Dakota County Technical College	101-42123-420-43140	1,800.00	Basic PIT-L Ulrich/J Charlton/B McCarthy
	Dakota County Technical College		1,800.00	
172952	Dalco	101-42220-420-42110	89.61	5-Gallon Reliance Detergent
172952	Dalco	603-49500-000-42230	0.82	Swiffer Dusters/Urinal Screens
172952	Dalco	602-49450-000-42230	5.80	Swiffer Dusters/Urinal Screens
172952	Dalco	601-49430-000-42230	5.80	Swiffer Dusters/Urinal Screens
172952	Dalco	101-43121-430-42230	55.72	Swiffer Dusters/Urinal Screens
	Dalco		157.75	
172953	Davenport Group Inc	101-42123-420-42420	3,256.00	Desktops (4) Cubes 5/7/10/12
172953	Davenport Group Inc	101-41510-410-42420	814.00	Optiplex 3080 Computer
172953	Davenport Group Inc	101-42121-420-42420	1,808.00	Laptops (2) SROs
172953	Davenport Group Inc	602-49480-000-42420	2,442.00	OptiPlex 3080 Computers (3)

Check Numbe	Last Name	Acct 1	Amount	Description
	Davenport Group Inc		8,320.00	
0	Delesha Doug	101-42110-420-42115	69.49	Beverage Etc. for Annual Dept Meeting
	Delesha Doug		69.49	
172954	Department of Human Services	101-45127-450-43090	379.50	State Crew Services
172954	Department of Human Services	101-45200-450-43090	1,501.50	State Crew Services
	Department of Human Services		1,881.00	
0	Dillon David	101-42110-420-43310	69.00	Meals ETI-Chiefs' Conference
	Dillon David		69.00	
0	Eckberg Lammers PC	101-41610-410-43045	12,369.85	Retainer/Hourly Charges
0	Eckberg Lammers PC	101-41610-410-43045	12,369.85	Retainer/Hourly Charges
	Eckberg Lammers PC		24,739.70	
172955	Ehlers & Associates Inc	290-46500-462-43090	1,215.00	General TIF Consulting
	Ehlers & Associates Inc		1,215.00	
172899	Estate of Harold Schneider	601-00000-000-20200	13.33	Refund Check 011928-000, 526 1 St NW
	Estate of Harold Schneider		13.33	
172900	Eustice Kathleen	601-00000-000-20200	5.46	Refund Check 009872-000, 606 9 St NW
	Eustice Kathleen		5.46	
172901	Extreme Unlimited LLC	603-00000-000-20200	69.84	Refund Check 020829-001, 1010 8 St NW
	Extreme Unlimited LLC		69.84	
172956	Fame Awards	101-45130-450-42110	27.00	Softball Plaque
	Fame Awards		27.00	
172957	Faribault Ace Hardware	101-42210-420-42230	80.05	Sanding Disc/Paint Scraper/Scraper Blade
172957	Faribault Ace Hardware	101-42110-420-42110	-19.88	Return / Credit Fasteners & Screen

Check Numbe	Last Name	Acct 1	Amount	Description
172957	Faribault Ace Hardware	602-49480-000-42110	88.12	Cleaning Supplies
172957	Faribault Ace Hardware	101-45200-450-42110	73.50	RV Antifreeze
172957	Faribault Ace Hardware	101-42110-420-42110	7.19	Rubber Door Sealant
172957	Faribault Ace Hardware	602-49480-000-42110	20.69	Sweeping Compound
172957	Faribault Ace Hardware	101-45122-450-42110	7.18	Gym Shoe Matt Cleaner
172957	Faribault Ace Hardware	601-49430-000-42110	5.29	Fasteners
172957	Faribault Ace Hardware	602-49480-000-42110	83.27	Cleaning Supplies/Small Tools
172957	Faribault Ace Hardware	101-42220-420-43130	27.86	Materials for Open House
172957	Faribault Ace Hardware	101-42220-420-42210	8.15	Fasteners/Spray Paint Ladder #2117
172957	Faribault Ace Hardware	101-42210-420-42230	32.38	Paint Remover
172957	Faribault Ace Hardware	101-42220-420-42110	4.49	Spray Paint
172957	Faribault Ace Hardware	602-49480-000-42110	43.16	Cleaning Supplies
172957	Faribault Ace Hardware	101-45200-450-42110	29.99	Fasteners
172957	Faribault Ace Hardware	101-41940-410-42110	35.96	Paper Towels/Trash Bags/Lysol
172957	Faribault Ace Hardware	101-42220-420-43130	31.29	Open House Supplies
172957	Faribault Ace Hardware	101-45122-450-42230	48.57	Shower Arm Adapter & Handheld Shower Head
172957	Faribault Ace Hardware	101-45200-450-42110	84.00	RV Antifreeze
172957	Faribault Ace Hardware	602-49480-000-42110	8.99	PVC Fitting
172957	Faribault Ace Hardware	101-42123-420-42110	21.00	Spray Paint
172957	Faribault Ace Hardware	101-42210-420-42230	16.19	Paint Remover
172957	Faribault Ace Hardware	101-43170-430-42110	7.96	Fasteners
172957	Faribault Ace Hardware	101-45500-450-42110	14.55	Screws and Allen Wrench for Storywalk
172957	Faribault Ace Hardware	101-42110-420-42110	3.24	Fasteners
172957	Faribault Ace Hardware	602-49450-000-42410	89.07	Hex Key Set/Bit Set/Saw Blade Set Truck #10
	Faribault Ace Hardware		852.26	
172958	Faribault Area Chamber of Commerce	101-00000-000-20300	17,998.60	Lodging Taxes-September
	Faribault Area Chamber of Commerce		17,998.60	
0	Faribault Fleet Supply Inc	101-43121-430-42110	25.15	LP For #202
0	Faribault Fleet Supply Inc	101-42210-420-42230	23.98	4.5" Clean/Strip Disc
0	Faribault Fleet Supply Inc	101-43121-430-42110	11.34	Oil For Blowers
0	Faribault Fleet Supply Inc	601-49430-000-42110	38.35	Water Plant Supplies
0	Faribault Fleet Supply Inc	101-45200-450-42110	23.96	Wood Mulch
0	Faribault Fleet Supply Inc	101-42220-420-42110	11.99	Utility Rope 100'
	Faribault Fleet Supply Inc		134.77	
172959	Faribault Post Office	603-49500-000-43220	1,082.12	Utility Billing Postage
172959	Faribault Post Office	601-49430-000-43220	1,082.12	Utility Billing Postage
172959	Faribault Post Office	602-49480-000-43220	1,082.12	Utility Billing Postage

Check Numbe	Last Name	Acct 1	Amount	Description
	Faribault Post Office		3,246.36	
172960	Faribault Rental Equipment Inc	101-45200-450-44160	270.00	Mini Excavator Rental
	Faribault Rental Equipment Inc		270.00	
172961	Faribault Rifle & Pistol Club	101-42121-420-44330	100.00	FRPC Membership - J Burbank
	Faribault Rifle & Pistol Club		100.00	
0	Faribo Air Conditioning & Heating Inc	101-45122-450-42230	24.00	HVAC Air Filters
	Faribo Air Conditioning & Heating Inc		24.00	
0	Faribo Plumbing & Heating Inc	602-49480-000-42110	46.00	Plumbing Parts
	Faribo Plumbing & Heating Inc		46.00	
0	FCTV	101-41110-410-44383	15,011.75	4th Quarter Contribution
	FCTV		15,011.75	
172962	Fergus Power Pump Inc	602-49480-000-43090	174,785.05	Biosolids Fall Application
	Fergus Power Pump Inc		174,785.05	
0	Fette Electronics Inc	101-45500-450-44010	675.00	Replace Bad Lock on Upper West Door
	Fette Electronics Inc		675.00	
172963	Finance & Commerce, Inc.	601-49430-000-45200	406.43	Well House 5 Bid Ad
	Finance & Commerce, Inc.		406.43	
172964	Francis Animal & Pest Control	101-42110-420-44010	160.00	Applied Insecticide Due To Wasps
	Francis Animal & Pest Control		160.00	
172965	G & N Landscaping, Inc.	601-49430-000-45300	4,800.10	Landscape New Water Plant
172965	G & N Landscaping, Inc.	601-49430-000-45300	3,418.95	Landscape Old Water Plant

Check Numbe	Last Name	Acct 1	Amount	Description
	G & N Landscaping, Inc.		8,219.05	
172966	Galls An Aramark Company	101-00000-000-10100	3,146.19	Dress Uniform - Sandra Thomas Donation
172966	Galls An Aramark Company	101-00000-000-10100	880.88	Dress Uniforms - Sandra Thomas Donation
172966	Galls An Aramark Company	101-00000-000-10108	-3,146.19	Dress Uniform - Sandra Thomas Donation
172966	Galls An Aramark Company	101-42220-420-42180	3,146.19	Dress Uniform - Sandra Thomas Donation
172966	Galls An Aramark Company	101-00000-000-10108	-880.88	Dress Uniforms - Sandra Thomas Donation
172966	Galls An Aramark Company	101-42220-420-42180	880.88	Dress Uniforms - Sandra Thomas Donation
	Galls An Aramark Company		4,027.07	
172967	Gary L Fischler & Associates	101-42110-420-43090	600.00	Officer Wellness - Payment Comes from Donations
	Gary L Fischler & Associates		600.00	
172968	Gerr Shaun	898-00000-000-22000	302.10	1324 Prairie Ave #221 Security Deposit Refund
172968	Gerr Shaun	898-46310-000-44700	11.90	1324 Prairie Ave #221 Security Deposit Interest Earned
	Gerr Shaun		314.00	
172969	Glenn's Service LLC	101-42123-420-43090	50.00	Change Flat Tire #2
172969	Glenn's Service LLC	101-42123-420-43090	20.00	Tire Repair / #24
	Glenn's Service LLC		70.00	
0	Guardian Fleet Safety	101-42123-420-43135	3,548.57	Cage for New K9 Squad
0	Guardian Fleet Safety	215-42123-420-45500	10,191.63	Build Out for New K9 Squad
	Guardian Fleet Safety		13,740.20	
172970	Hach Company	601-49430-000-42110	16.59	Phenol Red for Water Samples
	Hach Company		16.59	
172902	Hartley Lodemia	601-00000-000-20200	1.71	Refund Check 014490-000, 1122 25 Ave NW
	Hartley Lodemia		1.71	
172971	Hawkins Inc	602-49480-000-42160	5,856.76	Ferric Phos Removal
172971	Hawkins Inc	601-49430-000-42160	2,995.20	Sodium Silicate For Water Treatment
172971	Hawkins Inc	602-49480-000-42160	1,175.38	Bleach Filament Control
172971	Hawkins Inc	601-49430-000-42160	677.00	Chlorine For Water Treatment

Check Numbe	Last Name	Acct 1	Amount	Description
172971	Hawkins Inc	601-49430-000-42160	3,889.70	Fluoride/Sodium Silicate/Sodium Permanganate Water Treatment
	Hawkins Inc		14,594.04	
172972	HD Supply Facilities Maintenance	241-46330-461-42110	213.76	Papertowels & Undersink Cabinet Mat
172972	HD Supply Facilities Maintenance	240-46210-460-42410	42.29	Channellock 3 Piece Griplock Tool
172972	HD Supply Facilities Maintenance	898-46310-000-42110	184.69	Shower Rods (5)
172972	HD Supply Facilities Maintenance	898-46310-000-42110	28.13	EZ Drain Covers
172972	HD Supply Facilities Maintenance	241-46330-461-42110	72.20	Shower All Metal Trim Kits (2)
172972	HD Supply Facilities Maintenance	898-46310-000-42110	1,476.34	Plumbing Supplies/Gloves/Handheld Showerheads
172972	HD Supply Facilities Maintenance	898-46310-000-42110	143.52	Plumbing Shower Supplies/Screws
	HD Supply Facilities Maintenance		2,160.93	
172903	Hegdal Nicholas	601-00000-000-20200	168.75	Refund Check 018633-003, 944 Willow St
	Hegdal Nicholas		168.75	
172973	Hillyard Hutchinson	101-45122-450-42110	47.34	Toilet Bowl Brushes & Hose Fasteners
172973	Hillyard Hutchinson	101-45122-450-44045	289.40	Repaired Floor Machine
	Hillyard Hutchinson		336.74	
172904	Holz Benjamin	601-00000-000-20200	18.29	Refund Check 018446-000, 627 1 St NW
	Holz Benjamin		18.29	
172905	Hullett Jody	601-00000-000-20200	5.02	Refund Check 011311-001, 609 Short St
	Hullett Jody		5.02	
0	I & S Group Inc	898-46310-000-43090	365.00	Parking Lot Construction Admin 21-25019 Thru 9/30/2021
0	I & S Group Inc	431-45200-450-45300	225.00	Platting - Faribault Senior Center Expansion
	I & S Group Inc		590.00	
172887	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00520.10.2021 IAFF Local 665
	IAFF Local 665		720.00	
172888	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00520.10.2021 ICMA Deferred Comp

Check Numbe	Last Name	Acct 1	Amount	Description
	ICMA Retirement Trust 457		335.00	
172974	IFACS	602-49480-000-42110	2.22	O Rings
172974	IFACS	101-45200-450-42110	118.80	Street Pole Hardware
	IFACS		121.02	
0	Innovative Office Solutions LLC	101-45110-450-42010	39.06	Desk Planners/Calendars
0	Innovative Office Solutions LLC	101-45500-450-42010	121.92	TZE-240 Label Refills
0	Innovative Office Solutions LLC	101-45110-450-42010	35.73	Desk Planners
0	Innovative Office Solutions LLC	101-42110-420-42010	16.17	Label Maker Tape
0	Innovative Office Solutions LLC	101-45500-450-42010	7.72	Sheet Protectors/Sticky Notes
0	Innovative Office Solutions LLC	101-41800-410-42010	13.39	Labels
0	Innovative Office Solutions LLC	101-45110-450-42010	35.76	Binding Combs/Markers/Binder/Eraser
0	Innovative Office Solutions LLC	101-43110-430-42010	25.10	Pens
0	Innovative Office Solutions LLC	101-42110-420-42010	16.17	Label Maker Tape
0	Innovative Office Solutions LLC	101-45500-450-42010	18.64	Sticky Notes/Appointment Book
0	Innovative Office Solutions LLC	101-45500-450-42010	78.91	Envelopes/Receipt Tape/Calendar
0	Innovative Office Solutions LLC	101-42110-420-42010	10.80	Letter Opener & Paper for Policies
	Innovative Office Solutions LLC		419.37	
0	Internal Revenue Service	101-00000-000-21704	5,954.91	PR Batch 00520.10.2021 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	15,908.64	PR Batch 00520.10.2021 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	40,573.48	PR Batch 00520.10.2021 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	5,954.91	PR Batch 00520.10.2021 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	15,908.64	PR Batch 00520.10.2021 FICA Employee
	Internal Revenue Service		84,300.58	
0	Intoximeters Inc	101-42123-420-42110	299.00	PBT Moutpieces - Accessories - Tools
	Intoximeters Inc		299.00	
172975	iREAD	101-45500-450-42190	15.00	Books
	iREAD		15.00	
172889	IUOE Local 70	101-00000-000-21708	2,266.58	PR Batch 00520.10.2021 Local 70 Union Dues
	IUOE Local 70		2,266.58	

Check Numbe	Last Name	Acct 1	Amount	Description
172976	Johnson Tricia	101-45140-450-43090	210.00	Interpret - Youth Football
172976	Johnson Tricia	101-45140-450-43090	245.00	Interpret - Flag Football
	Johnson Tricia		455.00	
172977	Joseph Development	101-00000-000-22000	5,000.00	Remaining Escrow Release
	Joseph Development		5,000.00	
172906	Kaspersen Larry	601-00000-000-20200	118.56	Refund Check 011999-000, 317 2 St NW
	Kaspersen Larry		118.56	
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,326.10	FA105-00395 Daikin 24th Street Matter
0	Kennedy & Graven, Chartered	272-46500-462-43070	144.60	FA105-00385 Lofts at Evergreen
0	Kennedy & Graven, Chartered	101-41610-410-43040	184.50	FA105-00442 Turnback of TH 298 and TH 299
0	Kennedy & Graven, Chartered	271-46500-462-43070	48.20	FA105-00378 Straight River Apartment Project
0	Kennedy & Graven, Chartered	601-49430-000-45300	92.48	FA105-00439 Water Tower Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	216.90	FA105-00363 Rivermont Estates Second Addition
0	Kennedy & Graven, Chartered	101-41610-410-43040	61.50	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	101-41610-410-43040	556.80	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	121.80	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	437-41940-410-45204	168.70	FA105-00387 Acquisition of Lockerby Property
0	Kennedy & Graven, Chartered	101-41610-410-43040	887.40	FA105-00417 2021 City Council Meeting
0	Kennedy & Graven, Chartered	101-00000-000-22000	192.90	FA105-000433 MET CON Business Park Fourth Addition
0	Kennedy & Graven, Chartered	101-41610-410-43040	41.00	FA105-00356 Notice of Legal Claim: ACLU V CoF
0	Kennedy & Graven, Chartered	101-41610-410-43040	278.40	FA105-00034 Library Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	20.50	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	101-00000-000-11540	1,694.50	FA105-00190 Faribault Foods
0	Kennedy & Graven, Chartered	101-41610-410-43040	121.80	FA105-00418 2021 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,444.20	FA105-00063 Police Department Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	2,091.00	FA105-00206 Johnston Hall
0	Kennedy & Graven, Chartered	437-41940-410-45208	2,653.20	FA105-00435 Acquisition of Vern Blow Property
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,165.80	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	120.50	FA105-00423 C. Alan Homes Development
0	Kennedy & Graven, Chartered	101-41610-410-43040	41.00	FA105-00008 Real Estate Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,131.00	FA105-00073 Paradise Center for the Arts
0	Kennedy & Graven, Chartered	101-00000-000-22000	611.70	FA105-00393 Stoneridge Second Addition
	Kennedy & Graven, Chartered		15,416.48	
172978	Knecht's Nurseries & Landscaping	101-45200-450-42250	169.00	Hackberry Tree (Governor Planting)

Check Numbe	Last Name	Acct 1	Amount	Description
	Knecht's Nurseries & Landscaping		169.00	
172907	Kodet Laurie	601-00000-000-20200	105.08	Refund Check 016538-001, 117 3 Ave NW
	Kodet Laurie		105.08	
172979	Lamperts	241-46330-461-42110	13.71	Pole Socket Set & Round Closet Rail (2)
172979	Lamperts	241-46330-461-42110	26.28	Aluminum Carpet Binder
	Lamperts		39.99	
172908	Lane Coy & Kathleen	603-00000-000-20200	5.70	Refund Check 021366-000, 1125 7 Ave SW
172908	Lane Coy & Kathleen	601-00000-000-20200	0.04	Refund Check 021366-000, 1125 7 Ave SW
172908	Lane Coy & Kathleen	601-00000-000-20200	0.81	Refund Check 021366-000, 1125 7 Ave SW
172908	Lane Coy & Kathleen	602-00000-000-20200	8.32	Refund Check 021366-000, 1125 7 Ave SW
172908	Lane Coy & Kathleen	601-00000-000-20200	10.55	Refund Check 021366-000, 1125 7 Ave SW
172908	Lane Coy & Kathleen	602-00000-000-20200	0.07	Refund Check 021366-000, 1125 7 Ave SW
	Lane Coy & Kathleen		25.49	
172980	Larson Milo	101-42110-420-42010	15.10	Card Stock
	Larson Milo		15.10	
172890	Law Enforcement Labor Services Inc	101-00000-000-21708	1,397.00	PR Batch 00520.10.2021 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,397.00	
172981	League of Minnesota Cities Ins Trust	705-41950-000-44450	2,249.63	City Truck Struck Parked Vehicle LMC Claim #CA112150
172981	League of Minnesota Cities Ins Trust	705-41950-000-44450	4,834.25	Sewer Back-up LMC Claim #GL111824
	League of Minnesota Cities Ins Trust		7,083.88	
0	Little Rodney	101-45127-450-43090	1,410.00	Contracted Mowing
	Little Rodney		1,410.00	
0	Locators and Supplies Inc	601-49430-000-42110	30.92	Paint Sticks For Locates
0	Locators and Supplies Inc	602-49450-000-42110	30.91	Paint Sticks For Locates
	Locators and Supplies Inc		61.83	

Check Numbe	Last Name	Acct 1	Amount	Description
172982	Loffler Companies Inc	101-42123-420-44160	64.08	Black/White and Color Copies
172982	Loffler Companies Inc	101-42210-420-44160	8.90	Copier Charges 09/01/2021 - 09/30/2021
	Loffler Companies Inc		72.98	
0	Long Matt	101-42121-420-43140	175.00	Test Fee - Unmanned Aircraft General
	Long Matt		175.00	
172983	Lube-Tech ESI	101-42123-420-42130	33.80	Exhaust Fluid for Stock
172983	Lube-Tech ESI	101-45200-450-42130	67.60	Exhaust Fluid for Stock
172983	Lube-Tech ESI	101-43121-430-42130	135.20	Exhaust Fluid for Stock
172983	Lube-Tech ESI	601-49430-000-42130	50.70	Exhaust Fluid for Stock
172983	Lube-Tech ESI	602-49450-000-42130	50.70	Exhaust Fluid for Stock
	Lube-Tech ESI		338.00	
172909	Maher Drake	601-00000-000-20200	22.85	Refund Check 021617-000, 18 7 Ave SW
	Maher Drake		22.85	
0	Marco Technologies LLC	101-41510-410-44045	157.80	Monthly Printer Contract CN184829-01
	Marco Technologies LLC		157.80	
0	Matejcek Implement Company	602-49480-000-42210	1.68	Big A Parts
	Matejcek Implement Company		1.68	
0	McDowell Steven	602-49480-000-43140	20.00	Section Meeting
	McDowell Steven		20.00	
172984	Menards	601-49430-000-42110	39.95	Flag Pole Light And Slash Block
	Menards		39.95	
0	Mensing Matthew	602-49480-000-43140	20.00	Section Meeting
	Mensing Matthew		20.00	
172985	Metronet Holdings LLC	101-41110-410-43250	20.00	Hosted Phone System
172985	Metronet Holdings LLC	101-41580-410-43250	177.25	Airport Fiber Internet

Check Numbe	Last Name	Acct 1	Amount	Description
172985	Metronet Holdings LLC	101-41800-410-43250	112.99	Hosted Phone System
172985	Metronet Holdings LLC	603-49500-000-43250	20.00	Hosted Phone System
172985	Metronet Holdings LLC	101-41510-410-43250	228.40	Hosted Phone System
172985	Metronet Holdings LLC	601-49430-000-43250	366.20	Hosted Phone System
172985	Metronet Holdings LLC	101-42121-420-43250	140.08	Hosted Phone System
172985	Metronet Holdings LLC	101-42700-420-43250	25.89	Hosted Phone System
172985	Metronet Holdings LLC	101-45200-450-43250	39.87	Hosted Phone System
172985	Metronet Holdings LLC	101-43126-430-43250	29.43	Hosted Phone System
172985	Metronet Holdings LLC	101-42110-420-43250	150.90	Fiber Speed Internet
172985	Metronet Holdings LLC	101-42123-420-43250	311.50	Hosted Phone System
172985	Metronet Holdings LLC	101-45125-450-43250	277.56	Hosted Phone System
172985	Metronet Holdings LLC	101-45500-450-43250	354.23	Hosted Phone System
172985	Metronet Holdings LLC	602-49480-000-43250	23.53	Hosted Phone System
172985	Metronet Holdings LLC	101-43126-430-43250	29.56	Hosted Phone System
172985	Metronet Holdings LLC	601-49430-000-43250	364.77	Hosted Phone System
172985	Metronet Holdings LLC	101-41580-410-43250	826.95	Hosted Phone System
172985	Metronet Holdings LLC	902-00000-000-23935	6,741.07	Hosted Phone System
172985	Metronet Holdings LLC	101-42210-420-43250	145.77	Hosted Phone System
172985	Metronet Holdings LLC	101-42110-420-43250	967.60	Hosted Phone System
172985	Metronet Holdings LLC	101-41940-410-43250	743.44	Hosted Phone System
172985	Metronet Holdings LLC	101-41910-410-43250	75.37	Hosted Phone System
172985	Metronet Holdings LLC	602-49480-000-43250	23.51	Hosted Phone System
172985	Metronet Holdings LLC	602-49450-000-43250	9.46	Hosted Phone System
172985	Metronet Holdings LLC	101-41800-410-43250	113.52	Hosted Phone System
172985	Metronet Holdings LLC	101-41910-410-43250	75.68	Hosted Phone System
172985	Metronet Holdings LLC	101-43121-430-43250	562.27	Hosted Phone System
172985	Metronet Holdings LLC	101-41110-410-43250	20.27	Hosted Phone System
172985	Metronet Holdings LLC	101-41110-410-43250	20.15	Hosted Phone System
172985	Metronet Holdings LLC	240-46210-460-43250	340.58	Hosted Phone System
172985	Metronet Holdings LLC	101-41940-410-43250	740.96	Hosted Phone System
172985	Metronet Holdings LLC	902-00000-000-23935	-6,757.01	Hosted Phone System
172985	Metronet Holdings LLC	101-42124-420-43250	83.79	Hosted Phone System
172985	Metronet Holdings LLC	898-46310-000-43250	226.36	Hosted Phone System
172985	Metronet Holdings LLC	101-42124-420-43250	83.58	Hosted Phone System
172985	Metronet Holdings LLC	101-41320-410-43250	39.87	Hosted Phone System
172985	Metronet Holdings LLC	101-41580-410-43250	831.76	Hosted Phone System
172985	Metronet Holdings LLC	101-42400-420-43250	141.22	Hosted Phone System
172985	Metronet Holdings LLC	101-45126-450-43250	198.66	Hosted Phone System
172985	Metronet Holdings LLC	101-42124-420-43250	83.30	Hosted Phone System
172985	Metronet Holdings LLC	101-45110-450-43250	238.63	Hosted Phone System
172985	Metronet Holdings LLC	101-42700-420-43250	25.68	Hosted Phone System
172985	Metronet Holdings LLC	101-41580-410-43250	830.06	Hosted Phone System
172985	Metronet Holdings LLC	902-00000-000-23935	6,717.65	Hosted Phone System

Check Numbe	Last Name	Acct 1	Amount	Description
172985	Metronet Holdings LLC	101-45500-450-43250	352.68	Hosted Phone System
172985	Metronet Holdings LLC	602-49450-000-43250	9.43	Hosted Phone System
172985	Metronet Holdings LLC	602-49480-000-43250	23.65	Hosted Phone System
172985	Metronet Holdings LLC	101-45200-450-43250	39.98	Hosted Phone System
172985	Metronet Holdings LLC	101-43190-430-43250	99.98	Hosted Phone System
172985	Metronet Holdings LLC	101-42110-420-43250	961.97	Hosted Phone System
172985	Metronet Holdings LLC	101-43110-430-43250	89.41	Hosted Phone System
172985	Metronet Holdings LLC	101-41510-410-43250	229.09	Hosted Phone System
172985	Metronet Holdings LLC	101-41320-410-43250	39.98	Hosted Phone System
172985	Metronet Holdings LLC	603-49500-000-43250	20.15	Hosted Phone System
172985	Metronet Holdings LLC	101-43190-430-43250	100.00	Hosted Phone System
172985	Metronet Holdings LLC	101-43121-430-43250	565.56	Hosted Phone System
172985	Metronet Holdings LLC	101-42210-420-43250	146.63	Hosted Phone System
172985	Metronet Holdings LLC	101-43126-430-43250	29.73	Hosted Phone System
172985	Metronet Holdings LLC	101-45125-450-43250	278.39	Hosted Phone System
172985	Metronet Holdings LLC	902-00000-000-23935	6,757.01	Hosted Phone System
172985	Metronet Holdings LLC	101-43110-430-43250	89.34	Hosted Phone System
172985	Metronet Holdings LLC	101-42110-420-43250	965.16	Hosted Phone System
172985	Metronet Holdings LLC	101-45126-450-43250	198.40	Hosted Phone System
172985	Metronet Holdings LLC	898-46310-000-43250	225.04	Hosted Phone System
172985	Metronet Holdings LLC	101-42123-420-43250	310.87	Hosted Phone System
172985	Metronet Holdings LLC	101-43110-430-43250	89.87	Hosted Phone System
172985	Metronet Holdings LLC	101-45200-450-43250	39.63	Hosted Phone System
172985	Metronet Holdings LLC	101-45500-450-43250	354.74	Hosted Phone System
172985	Metronet Holdings LLC	101-45110-450-43250	239.20	Hosted Phone System
172985	Metronet Holdings LLC	101-42210-420-43250	146.17	Hosted Phone System
172985	Metronet Holdings LLC	101-41910-410-43250	75.24	Hosted Phone System
172985	Metronet Holdings LLC	101-45110-450-43250	237.80	Hosted Phone System
172985	Metronet Holdings LLC	101-41800-410-43250	112.86	Hosted Phone System
172985	Metronet Holdings LLC	101-43121-430-43250	564.43	Hosted Phone System
172985	Metronet Holdings LLC	902-00000-000-23935	-6,741.07	Hosted Phone System
172985	Metronet Holdings LLC	602-49450-000-43250	9.40	Hosted Phone System
172985	Metronet Holdings LLC	101-42400-420-43250	140.40	Hosted Phone System
172985	Metronet Holdings LLC	101-41320-410-43250	39.63	Hosted Phone System
172985	Metronet Holdings LLC	101-43190-430-43250	99.42	Hosted Phone System
172985	Metronet Holdings LLC	101-41940-410-43250	745.30	Hosted Phone System
172985	Metronet Holdings LLC	101-45125-450-43250	276.77	Hosted Phone System
172985	Metronet Holdings LLC	101-45126-450-43250	197.50	Hosted Phone System
172985	Metronet Holdings LLC	601-49430-000-43250	366.91	Hosted Phone System
172985	Metronet Holdings LLC	101-42400-420-43250	140.67	Hosted Phone System
172985	Metronet Holdings LLC	101-42121-420-43250	140.55	Hosted Phone System
172985	Metronet Holdings LLC	603-49500-000-43250	20.27	Hosted Phone System
172985	Metronet Holdings LLC	240-46210-460-43250	341.23	Hosted Phone System

Check Numbe	Last Name	Acct 1	Amount	Description
172985	Metronet Holdings LLC	898-46310-000-43250	225.93	Hosted Phone System
172985	Metronet Holdings LLC	240-46210-460-43250	339.24	Hosted Phone System
172985	Metronet Holdings LLC	101-42700-420-43250	25.53	Hosted Phone System
172985	Metronet Holdings LLC	902-00000-000-23935	-6,717.65	Hosted Phone System
172985	Metronet Holdings LLC	101-42121-420-43250	139.73	Hosted Phone System
172985	Metronet Holdings LLC	101-42123-420-43250	309.68	Hosted Phone System
172985	Metronet Holdings LLC	101-41510-410-43250	229.74	Hosted Phone System
	Metronet Holdings LLC		20,543.88	
172986	Midwest Tape LLC	101-45500-450-42192	92.39	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	39.99	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	40.38	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	111.20	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	97.45	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	26.24	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	12.74	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	129.96	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	4.49	Audio/Visual
172986	Midwest Tape LLC	101-45500-450-42192	37.49	Audio/Visual
	Midwest Tape LLC		629.81	
0	Minnesota Child Support Payment Center	101-00000-000-21716	426.30	PR Batch 00520.10.2021 Child Support
	Minnesota Child Support Payment Center		426.30	
172987	Minnesota Department of Health	601-49430-000-45200	150.00	Well House 5 Plan Review
	Minnesota Department of Health		150.00	
172988	Minnesota Department of Labor & Industry	101-00000-000-20820	1,629.74	September 2021 Surcharge
172988	Minnesota Department of Labor & Industry	101-00000-420-36260	-32.59	September 2021 Surcharge Retained
	Minnesota Department of Labor & Industry		1,597.15	
0	Minnesota Department of Revenue	101-00000-000-21702	17,654.65	PR Batch 00520.10.2021 State Income Tax
	Minnesota Department of Revenue		17,654.65	
172989	Minnesota Department of Transportation	469-43121-430-45300	13.21	(2021-04) Materials Testing

Check Numbe	Last Name	Acct 1	Amount	Description
	Minnesota Department of Transportation		13.21	
0	Minnesota Elevator Inc	101-41940-410-44010	126.36	Repair Elevator - City Hall
	Minnesota Elevator Inc		126.36	
172891	Minnesota Teamsters Local 320	101-00000-000-21708	566.20	PR Batch 00520.10.2021 Teamsters 320 Union Dues
172891	Minnesota Teamsters Local 320	101-00000-000-21708	136.00	PR Batch 00520.10.2021 Teamsters Local 320 Non-Essent
	Minnesota Teamsters Local 320		702.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	449.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,628.40	
172910	Moe Brad	601-00000-000-20200	51.12	Refund Check 019406-002, 2314 Kennedy Dr
	Moe Brad		51.12	
172990	Money Movers Inc	101-45110-450-43090	7.75	Insurance Reimbursement Maintenance Fee - Sept.
	Money Movers Inc		7.75	
0	Motor Parts & Equipment Corp	101-45200-450-42210	1.77	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42210	9.66	Sealant For Big A
0	Motor Parts & Equipment Corp	602-49480-000-42210	5.84	Gasket For Big A
0	Motor Parts & Equipment Corp	101-42400-420-42210	301.98	Ram Truck Brakes
0	Motor Parts & Equipment Corp	101-43121-430-42210	110.29	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42220-420-42210	11.24	Halogen Bulbs #2115
0	Motor Parts & Equipment Corp	602-49450-000-42210	1.33	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42210	69.53	Transfer Case Parts
0	Motor Parts & Equipment Corp	602-49480-000-42210	43.19	Bearing For Big A
0	Motor Parts & Equipment Corp	101-43121-430-42210	21.14	Relay / Street #212
0	Motor Parts & Equipment Corp	601-49430-000-42210	1.33	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	41.36	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	27.57	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42110	26.42	Gasket Maker

Check Numbe	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-45200-450-42210	55.14	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	3.54	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42210	207.87	U Joints for Big A
0	Motor Parts & Equipment Corp	101-43121-430-42210	26.99	Transmission Relay / Street #212
0	Motor Parts & Equipment Corp	101-43121-430-42210	90.68	Beacon / Street #211
0	Motor Parts & Equipment Corp	101-42123-420-42210	0.89	Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	41.36	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	19.83	Battery Cable / Street # 518
0	Motor Parts & Equipment Corp	602-49480-000-42210	-76.18	Bearing Big A
0	Motor Parts & Equipment Corp	101-42220-420-42210	25.47	Air Gun Kit for #2110
Motor Parts & Equipment Corp			1,068.24	
172991	MSC Industrial Supply Co	602-49480-000-42210	389.18	Trickling Filter Valve
MSC Industrial Supply Co			389.18	
172992	Muddy Paws LLC	101-42700-420-43090	260.00	Pound Fees - February
172992	Muddy Paws LLC	101-42700-420-43090	364.00	Pound Fees - January
172992	Muddy Paws LLC	101-42700-420-43090	472.00	Pound Fees - December 2020
Muddy Paws LLC			1,096.00	
0	NCL of Wisconsin Inc	602-49480-000-42160	303.61	Lab Chemicals
NCL of Wisconsin Inc			303.61	
172993	North Central International LLC	101-43121-430-42210	609.01	Throttle Valve / Street #110
North Central International LLC			609.01	
0	Northern Safety Technology Inc	602-49450-000-42210	1,472.50	Arrow Light Board For Jet/Vac Truck
Northern Safety Technology Inc			1,472.50	
172994	Northfield Kennels	101-42123-420-43135	1,697.53	Boarding/Vet Visits-Cannon
Northfield Kennels			1,697.53	
172995	Office of the Secretary of State	101-42400-420-44330	120.00	Notary Application
Office of the Secretary of State			120.00	

Check Numbe	Last Name	Acct 1	Amount	Description
172996	On Target A & M Inc	602-49480-000-43090	159.09	Utility Billing Insertion
172996	On Target A & M Inc	601-49430-000-43090	159.09	Utility Billing Insertion
172996	On Target A & M Inc	603-49500-000-43090	159.09	Utility Billing Insertion
	On Target A & M Inc		477.27	
0	Orchard Trust Company	101-00000-000-21706	9,366.88	PR Batch 00520.10.2021 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,389.00	PR Batch 00520.10.2021 Roth Deferred Compensation
	Orchard Trust Company		10,755.88	
0	Owatonna Veterinary Hospital	101-42123-420-43135	47.43	Exam / Thor
	Owatonna Veterinary Hospital		47.43	
172997	Paul's Plumbing & Heating of Dennison	101-00000-000-20820	1.00	Permit Refund
172997	Paul's Plumbing & Heating of Dennison	101-00000-420-32230	99.00	Permit Refund
	Paul's Plumbing & Heating of Dennison		100.00	
0	Pederson Neal	101-42110-420-43310	69.00	Meals ETI - Chefs' Conference
	Pederson Neal		69.00	
172998	Plunkett's Pest Control	101-45126-450-44010	56.16	Pest Control
	Plunkett's Pest Control		56.16	
172999	Positive Promotions	101-42220-420-43130	481.67	Plastic Firefighter Hats/Open House Kit
	Positive Promotions		481.67	
0	Property Pros	898-46310-000-44010	209.38	Spray Weeds September 2021
0	Property Pros	101-42700-420-43090	60.00	Mow Grass at 310 Lind St
0	Property Pros	211-46310-460-44010	45.00	16 SE 1st Street Spray Weeds Sept 2021
0	Property Pros	241-46330-461-44010	1,300.00	49 Units Spray Weeds Sept 2021
	Property Pros		1,614.38	
0	Public Employees Retirement Association	101-00000-000-21705	19,549.30	PR Batch 00520.10.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	16,942.73	PR Batch 00520.10.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	19,079.82	PR Batch 00520.10.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	28,619.73	PR Batch 00520.10.2021 PERA Police & Fire

Check Numbe	Last Name	Acct 1	Amount	Description
	Public Employees Retirement Association		84,191.58	
172911	Putrah Tyler	601-00000-000-20200	0.82	Refund Check 019917-013, 1344 South Trail Dr
	Putrah Tyler		0.82	
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Maintenance Agreement
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
	Quality Aviation Inc		7,000.00	
0	R C Bliss Inc	101-42123-420-42210	11.25	Installed Relay #18
0	R C Bliss Inc	601-49430-000-45500	26,741.25	2022 Ford F250 - VIN#7952
0	R C Bliss Inc	101-42123-420-42210	532.42	Front Suspension Arm Assembly #18
	R C Bliss Inc		27,284.92	
173000	Ramy Turf Products LLC	101-45200-450-42110	75.00	Landscaping Staples
173000	Ramy Turf Products LLC	603-49500-000-42110	75.00	Staples
	Ramy Turf Products LLC		150.00	
172912	Rasmussen Larissa	601-00000-000-20200	62.39	Refund Check 022378-000, 1377 South Trail Dr
	Rasmussen Larissa		62.39	
173001	Redstone Construction LLC	469-43121-430-45300	23,678.16	2021-04 Pay Request 7 (Retainage Correction Payment)
	Redstone Construction LLC		23,678.16	
172913	Rewitzer Alice	601-00000-000-20200	55.00	Refund Check 011616-000, 619 Edgar Pl
	Rewitzer Alice		55.00	
173002	Rice County	873-49499-000-44371	5,659.32	Roberds Lake Sewer Collected - September
	Rice County		5,659.32	
173003	Rice County Highway Department	101-45200-450-42120	1,393.60	Fuel

Check Numbe	Last Name	Acct 1	Amount	Description
	Rice County Highway Department		1,393.60	
173004	Rice County Historical Society	101-45500-450-42191	55.00	Rice County Historical Magazine
	Rice County Historical Society		55.00	
0	Rice County Recorder	280-46310-461-43520	184.00	Schmid Mortgage Satisfaction
0	Rice County Recorder	101-41910-410-43520	46.00	Stoneridge 3rd Addition
0	Rice County Recorder	101-41910-410-43520	46.00	5 Greenhaven Variance Res 2021-171
	Rice County Recorder		276.00	
173005	Rice/Steele 911 Center	101-42123-420-44330	150.00	LOGIS - Axon Body Cameras
	Rice/Steele 911 Center		150.00	
173006	Rison Homes Inc	247-00000-000-20200	463.88	Loan Payment Refund
	Rison Homes Inc		463.88	
0	Ronco Engineering Sales	101-43121-430-42210	129.90	Hydraulic Hose Fittings / Street #115
	Ronco Engineering Sales		129.90	
173007	S.M. Hentges & Sons Inc	602-49480-000-45300	351,449.88	Wastewater Treatment Plant Flood Mitigation Pay App. No. 5
	S.M. Hentges & Sons Inc		351,449.88	
173008	Sanco Equipment LLC	602-49450-000-42210	151.24	Hydraulic Filter Bobcat
173008	Sanco Equipment LLC	101-43121-430-42210	193.75	Blower Motor And Relay / Street #212
	Sanco Equipment LLC		344.99	
0	Schirmer Karl D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Karl D		395.00	
0	Schroht Chas	602-49480-000-43140	20.00	Section Meeting
	Schroht Chas		20.00	
0	Selco	101-45500-450-43250	3,718.06	Basic Tech Fees

Check Numbe	Last Name	Acct 1	Amount	Description
	Selco		3,718.06	
173009	Sherwin Williams Company #3037	101-43170-430-42110	21.76	Paint Trays and Tape
	Sherwin Williams Company #3037		21.76	
173010	SHI International Corp	101-41510-410-43095	84.00	Amy Stadler Adobe Pro
173010	SHI International Corp	101-45500-450-43095	84.00	Allyn McColley Adobe Pro
173010	SHI International Corp	101-45500-450-43095	84.00	Deni Beundorf Adobe Pro
173010	SHI International Corp	101-41910-410-43095	84.00	Peter Waldock Adobe Pro
173010	SHI International Corp	101-43190-430-43095	84.00	Tylor Schwarz Adobe Pro
173010	SHI International Corp	602-49450-000-43095	84.00	Tom Judd Adobe Pro
173010	SHI International Corp	101-41910-410-43095	84.00	David Wanberg Adobe Pro
173010	SHI International Corp	101-42124-420-43095	84.00	Cheryl Berndtson Adobe Pro
173010	SHI International Corp	101-42110-420-43095	84.00	Connie Holm Adobe Pro
173010	SHI International Corp	101-45500-450-43095	84.00	Linda Hanson Adobe Pro
173010	SHI International Corp	902-00000-000-23935	-1,428.00	SHI International Corp
173010	SHI International Corp	101-41510-410-43095	84.00	Jamie Walburn Adobe Pro
173010	SHI International Corp	101-42124-420-43095	84.00	Jackie Remme Adobe Pro
173010	SHI International Corp	902-00000-000-23935	1,428.00	Adobe Pro License Renewals
173010	SHI International Corp	101-45500-450-43095	84.00	Lisa Reuvers Adobe Pro
173010	SHI International Corp	101-42210-420-43095	84.00	Beth Lacanne Adobe Pro
173010	SHI International Corp	101-45110-450-43095	84.00	Brad Phenow Adobe Pro
173010	SHI International Corp	240-46210-460-43095	84.00	Deanna Kuennen Adobe Pro
173010	SHI International Corp	101-45500-450-43095	84.00	Delane James Adobe Pro
	SHI International Corp		1,428.00	
172914	Shields Jackie	601-00000-000-20200	104.77	Refund Check 010479-000, 307 Wilson Ave
	Shields Jackie		104.77	
0	ShofCorp LLC	898-46310-000-43090	70.05	TRACS Data Processing 10/2021
	ShofCorp LLC		70.05	
0	Short Elliott Hendrickson Inc	601-49430-000-43030	397.41	AWIA Risk Assess/ERP through 6/30/21
0	Short Elliott Hendrickson Inc	601-49430-000-45200	21,056.51	Water Treatment Plant Through 9/30/21
0	Short Elliott Hendrickson Inc	601-49430-000-43030	600.55	Comp Water Plan Through 9/30/21
0	Short Elliott Hendrickson Inc	602-49480-000-45300	27,205.10	Water Reclamation Facility Flood Mitigation through 9/30/21
0	Short Elliott Hendrickson Inc	601-49430-000-45200	19,358.31	Water Treatment Plant Through 06/30/21
0	Short Elliott Hendrickson Inc	601-49430-000-43030	3,879.49	AWIA Risk Assessment/ERP Through 9/30/21

Check Numbe	Last Name	Acct 1	Amount	Description
	Short Elliott Hendrickson Inc		72,497.37	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
	Shred Right		20.25	
0	Shuda Michael	101-42123-420-43310	322.00	Lunch Per Diem - K9 Training
	Shuda Michael		322.00	
172915	Skluzacek Danielle	601-00000-000-20200	6.55	Refund Check 007764-001, 1024 7 Ave SW
	Skluzacek Danielle		6.55	
172916	SRP LLC	601-00000-000-20200	30.53	Refund Check 024327-000, 327 Willow St
	SRP LLC		30.53	
173011	Star Sports & Apparel LLC	101-45122-450-42110	30.00	Name Plates & Mail Box Plate
173011	Star Sports & Apparel LLC	101-45110-450-42110	0.01	Heritage Days Committee Paying. Invoice Was Printed For Them.
173011	Star Sports & Apparel LLC	101-45110-450-42110	-0.01	Heritage Days Committee Paying. Invoice Was Printed For Them.
	Star Sports & Apparel LLC		30.00	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	18,606.52	30th St NW-TH 3 Study through 9/30/21
	Stonebrooke Engineering Inc.		18,606.52	
172917	Stover Kelsey	601-00000-000-20200	77.98	Refund Check 022219-000, 1302 South Trail Dr
	Stover Kelsey		77.98	
173012	Summit Fire Proection Co	898-46310-000-44010	258.00	Fire Extinguisher Inspection 6 Yr Maint Hydro Test
173012	Summit Fire Proection Co	898-46310-000-42110	26.04	Fire Extinguisher O Rings/Collar/Valve Stem Assembly
	Summit Fire Proection Co		284.04	
0	Temple Electric Motor Service	601-49430-000-42110	11.00	Grease
	Temple Electric Motor Service		11.00	
173013	Thomson Reuters - West	101-42121-420-43090	433.44	Database Used by Investigations

Check Numbe	Last Name	Acct 1	Amount	Description
	Thomson Reuters - West		433.44	
173014	Timm's Trucking Inc	601-49430-000-42240	463.14	Top Soil
173014	Timm's Trucking Inc	601-49430-000-42240	900.69	Top Soil
	Timm's Trucking Inc		1,363.83	
173015	TK Elevator Corp	101-42110-420-44010	1,269.54	Elevator Service
	TK Elevator Corp		1,269.54	
173016	Tom's Lock & Key, LLC	241-46330-461-42110	3.00	1225 NW 2nd Street Key
173016	Tom's Lock & Key, LLC	602-49450-000-42110	113.70	Locks For Lift Stations
173016	Tom's Lock & Key, LLC	241-46330-461-42110	6.00	1319 NW 7th Street 2 Keys
173016	Tom's Lock & Key, LLC	241-46330-461-44010	60.00	1225 NW 2nd Street Lock Repair
173016	Tom's Lock & Key, LLC	241-46330-461-42110	6.00	900 A Spring Road 2 Keys
	Tom's Lock & Key, LLC		188.70	
173017	Truck Center Companies East LLC	101-43121-430-42210	77.73	Fuel Injector Line / Street #105
	Truck Center Companies East LLC		77.73	
173018	Twin Cities Business	101-45500-450-42191	24.95	Magazine Subscription
	Twin Cities Business		24.95	
0	Uline	101-42121-420-42110	101.97	Wire Ties
0	Uline	101-42121-420-42410	68.00	Toolbox
0	Uline	101-42121-420-42110	718.50	Sharps Container - Gloves - Clothes Rack
	Uline		888.47	
173019	United Laboratories Inc	101-43126-430-42110	302.52	Penetrating Oil
	United Laboratories Inc		302.52	
173020	Universal Truck Equipment Inc.	101-43121-430-42210	49.29	Tailgate Latch Spring / Street #118
	Universal Truck Equipment Inc.		49.29	
173021	US Bank Equipment Finance	101-41940-410-44160	140.88	Equipment ID 109061

Check Numbe	Last Name	Acct 1	Amount	Description
173021	US Bank Equipment Finance	240-46210-460-44160	140.89	Equipment ID 109043
	US Bank Equipment Finance		281.77	
173022	Versatile Vehicles Inc	101-45200-450-42210	134.94	Flower Cart Repairs
	Versatile Vehicles Inc		134.94	
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	521 Lincoln Ave Range Repair
	Virg's Appliance Service Inc		85.00	
172918	Voracek Kevin & Gretchen	601-00000-000-20200	58.55	Refund Check 019330-002, 204 4 Ave SW
	Voracek Kevin & Gretchen		58.55	
172919	Vosejpka Timothy & Lisa	601-00000-000-20200	37.91	Refund Check 008177-000, 723 6 Ave NW
	Vosejpka Timothy & Lisa		37.91	
173023	W W Goetsch Associates Inc	602-49480-000-44040	6,010.00	Rebuilt Wastewater Pump # 2
	W W Goetsch Associates Inc		6,010.00	
173024	Walker Kirk	601-00000-000-20200	34.66	Refund Check 005215-137 Should Go to Landlord Rather Than Renter
	Walker Kirk		34.66	
173025	Wall Street Journal The	101-45500-450-42191	599.88	Wall Street Journal Subscription
	Wall Street Journal The		599.88	
173026	Waste Management of WI-MN	602-49480-000-43840	1,211.65	Wastewater Facility 214 14th St NE
173026	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office
173026	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
173026	Waste Management of WI-MN	101-45127-450-43840	175.50	Soccer Field 704 17th St SW
173026	Waste Management of WI-MN	101-45126-450-43840	21.65	Washington Rec Center 117 Shumway Ave
173026	Waste Management of WI-MN	101-42110-420-43840	115.10	Police 25 4th St NW
173026	Waste Management of WI-MN	101-42210-420-43840	118.97	Fire 122 2nd St NW
173026	Waste Management of WI-MN	101-45500-450-43840	109.98	Buckham Center 11 Division St E
173026	Waste Management of WI-MN	603-49500-000-43840	9.08	PWP Facility 1200 Belview Trl
173026	Waste Management of WI-MN	101-43121-430-43840	613.41	PWP Facility 1200 Belview Trl
173026	Waste Management of WI-MN	225-49810-430-43840	126.59	Airport 3401 Hwy 21 W

Check Numbe	Last Name	Acct 1	Amount	Description
173026	Waste Management of WI-MN	601-49430-000-43840	63.84	PWP Facility 1200 Belview Trl
173026	Waste Management of WI-MN	101-41940-410-43840	111.97	City Hall 208 1st Ave NW
173026	Waste Management of WI-MN	101-45200-450-43840	1,374.75	North Alexander Park 1810 2nd Ave NW
173026	Waste Management of WI-MN	101-45125-450-43840	415.35	Aquatic Center 1815 Alexander Dr
173026	Waste Management of WI-MN	101-45200-450-43840	198.90	Teepee Tonka 10 3rd Ave NE
173026	Waste Management of WI-MN	602-49450-000-43840	63.84	PWP Facility 1200 Belview Trl
173026	Waste Management of WI-MN	101-45200-450-43840	365.28	Central Ave 9/1/21-9/30/21
173026	Waste Management of WI-MN	101-45122-450-43840	110.00	Community Center
	Waste Management of WI-MN		5,352.12	
173027	Water Conservation Service Inc	601-49430-000-43090	506.92	Locate Leak - 117 7th Ave
	Water Conservation Service Inc		506.92	
172920	Western Ave Market Place	601-00000-000-20200	17.83	Refund Check 019407-006, 300 Western Ave Ste 100-A
	Western Ave Market Place		17.83	
0	Willers Karl	101-42121-420-43310	44.15	Gas-Trip to Superior WI to Interview a Suspect
	Willers Karl		44.15	
173028	Wright Michael	601-00000-000-20200	1.59	UB Refund-Reissue Lost Check #170873
	Wright Michael		1.59	
0	WSB & Associates Inc	603-49500-000-43090	8,265.75	2021 SWMP MS4 Update
	WSB & Associates Inc		8,265.75	
173029	Xcel Energy	225-49810-430-43830	25.00	302414965 3401 Hwy 21 W
173029	Xcel Energy	437-41940-410-43810	187.17	303440015 217 Mill Street - Garage
173029	Xcel Energy	101-42500-420-43810	3.69	167157 1203 Parshall St
173029	Xcel Energy	602-49450-000-43810	18.78	303333605 410 Frink Ave Lift Station
173029	Xcel Energy	101-45127-450-43810	253.21	304160080 705 17th St SW
173029	Xcel Energy	101-43170-430-43810	74.73	303446090 1418 Division St W Signal Light
173029	Xcel Energy	437-41940-410-43810	13.72	302880124 217 Mill St - Diesel Plt
173029	Xcel Energy	241-46330-461-43810	46.93	900 D Spring Road Electric Thru 10/07/2021 Vacant
173029	Xcel Energy	602-49450-000-43810	40.68	303670994 1090 Cannon Circle Lift Station
173029	Xcel Energy	241-46330-461-43810	35.00	1526 Western Ave Parking Lot Thru 10/03/2021
173029	Xcel Energy	101-43160-430-43810	60.51	51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys.
173029	Xcel Energy	101-43121-430-43830	287.36	304051816 1200 Belview Trl

Check Numbe	Last Name	Acct 1	Amount	Description
173029	Xcel Energy	101-45200-450-43810	16.56	303683055 100 TP Tonka Security
173029	Xcel Energy	602-49480-000-43810	12,039.44	304239286 214 14th St NE
173029	Xcel Energy	101-45126-450-43810	143.87	303373970 117 Shumway Load Profile
173029	Xcel Energy	101-45200-450-43810	21.46	303683055 100 Tee Pee Tonka Park
173029	Xcel Energy	241-46330-461-43810	25.57	902 A Spring Road Electric Thru 10/07/2021
173029	Xcel Energy	241-46330-461-43810	18.38	910-920 SW 1st Street Electric Parking Lot Thru 10/04/2021
173029	Xcel Energy	601-49430-000-43830	29.91	304051816 1200 Belview Trl
173029	Xcel Energy	101-43170-430-43810	-24.65	303453265 1500 7 St NW Signal Light
173029	Xcel Energy	101-45200-450-43810	13.72	303659432 618 9 Ave SW Sledding Hill
173029	Xcel Energy	101-45500-450-43810	17.56	302342287 11 Division St E Security
173029	Xcel Energy	101-45122-450-43830	406.28	303402179 16 Central Ave
173029	Xcel Energy	101-43160-430-43810	13.72	304087990 510 2 Ave NW Carnival
173029	Xcel Energy	101-43160-430-43810	-66.18	304157645 3305 Highway 60
173029	Xcel Energy	101-45500-450-43830	619.53	302342287 11 Division St E 70%
173029	Xcel Energy	101-43160-430-43810	17.78	51-5358630-4 45 State Ave Lighting
173029	Xcel Energy	602-49450-000-43830	25.00	302458578 828 8 Ave NW Park Shop
173029	Xcel Energy	602-49450-000-43810	47.11	302976387 1301 Willow St Lift Station
173029	Xcel Energy	602-49480-000-43830	2,749.81	302858086 214 14 St NE
173029	Xcel Energy	101-45126-450-43810	23.83	302492805 117 Shumway-Washington Center
173029	Xcel Energy	602-49450-000-43810	24.26	51-0012509758-8 1321 Matteson St-Lift Station
173029	Xcel Energy	437-41940-410-43810	215.78	302678011 217 Mill St
173029	Xcel Energy	601-49430-000-43830	25.00	302971552 824 7th St Nw Water Works
173029	Xcel Energy	101-43160-430-43810	42.56	51-0012926306-6 402 Central-Central Ave Signal Sys
173029	Xcel Energy	902-00000-000-23935	-85,044.93	Electricity Bill-October
173029	Xcel Energy	225-49810-430-43830	32.48	51-0013139038-3 3401 Hwy 21 W
173029	Xcel Energy	101-42110-420-43830	826.57	303688424 25 4th St NW
173029	Xcel Energy	902-00000-000-23935	-19,060.16	Xcel Misc-Sept
173029	Xcel Energy	101-41940-410-43810	2,097.24	303683323 208 1 Ave NW
173029	Xcel Energy	101-45200-450-43810	13.72	303920032 540 2nd Ave NW
173029	Xcel Energy	101-45122-450-43830	265.51	302342287 Boiler Heat Line 30%
173029	Xcel Energy	101-45200-450-43810	10.58	302321102 1000 7 Ave SW-S Alex Sec
173029	Xcel Energy	101-43160-430-43810	13.68	304116511 800 Lyndale Ave S
173029	Xcel Energy	101-45200-450-43810	19.50	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter
173029	Xcel Energy	241-46330-461-43830	21.42	900 D Spring Road Gas Thru 10/07/2021 Vacant
173029	Xcel Energy	101-45122-450-43810	5,728.89	303273787 15 Central Ave Load Profile
173029	Xcel Energy	101-43160-430-43810	18,000.61	51-4930975-3 Street Lighting
173029	Xcel Energy	602-49450-000-43830	29.91	304051816 1200 Belview Trl
173029	Xcel Energy	437-41940-410-43830	76.52	303440015 217 Mill Street - Garage
173029	Xcel Energy	101-43160-430-43810	-48.20	304157632 1602 2nd Ave NW
173029	Xcel Energy	601-49430-000-43810	1,033.67	302814303 1217 Parshall Reservoir #2
173029	Xcel Energy	601-49430-000-43810	244.26	51-0012893015-3 812 8 Ave NW-WTP
173029	Xcel Energy	101-45125-450-43810	1,063.91	303727721 1830 2 Ave NW Aquatic Center
173029	Xcel Energy	101-43160-430-43810	44.71	303661815 495 Heritage Pl

Check Numbe	Last Name	Acct 1	Amount	Description
173029	Xcel Energy	101-43170-430-43810	177.15	303396625 27 Division St E Signal Light
173029	Xcel Energy	101-43170-430-43810	13.50	304131503 2200 30th St NW
173029	Xcel Energy	101-43160-430-43810	-23.43	51-0010353780-3 1690 Hwy 60 W-Street Lighting
173029	Xcel Energy	101-43170-430-43810	110.07	302531059 103 3 St NE Signal Light
173029	Xcel Energy	101-45500-450-43810	818.79	302342287 11 Division St E
173029	Xcel Energy	602-49450-000-43810	-1.78	302772185 1150 Willow Lift Station
173029	Xcel Energy	602-49450-000-43810	20.31	302346525 3030 Hwy 60 W Lift Station
173029	Xcel Energy	101-45200-450-43810	-16.84	303510224 Central Park Band Stand
173029	Xcel Energy	101-45200-450-43830	28.55	302627100 Jefferson Warming House
173029	Xcel Energy	603-49500-000-43810	-5.08	304051816 1200 Belview Trl
173029	Xcel Energy	101-43160-430-43810	57.79	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys.
173029	Xcel Energy	101-43160-430-43810	13.72	303328788 1600 30 St NW
173029	Xcel Energy	602-49450-000-43810	6.43	303203605 319 Lind St Lift Station
173029	Xcel Energy	101-42500-420-43810	26.07	303930334 Fairgrounds/300 Western
173029	Xcel Energy	601-49430-000-43810	10,951.73	303329691 824 7 St NW Pump Water
173029	Xcel Energy	101-45200-450-43810	451.94	302576466 1815 Alexander Dr
173029	Xcel Energy	902-00000-000-23935	19,060.16	Electric Bill-September
173029	Xcel Energy	101-43160-430-43810	18.45	304116512 1000 Lyndale Ave S
173029	Xcel Energy	601-49430-000-43810	31.75	51-0013092616-3 812 8 Ave NW Bldg B-WTP
173029	Xcel Energy	101-43121-430-43810	-343.21	304051816 1200 Belview Trl
173029	Xcel Energy	101-45200-450-43810	22.92	175957 500 Maple Lawn Cartway
173029	Xcel Energy	225-49810-430-43830	25.00	51-0325546-7 Hangar 910B - City
173029	Xcel Energy	101-45126-450-43810	16.65	171746 117 Shumway Lighting
173029	Xcel Energy	101-45200-450-43810	23.36	304850239 TeePee Tonka Park Tunnel
173029	Xcel Energy	602-49450-000-43810	-35.72	304051816 1200 Belview Trl
173029	Xcel Energy	602-49450-000-43810	19.06	302412146 1901 7 St NW Lift Station
173029	Xcel Energy	101-42210-420-43810	295.27	302527702 122 2 St NW-Fire Hall
173029	Xcel Energy	101-45200-450-43810	27.45	302165394 415 2nd Ave SW Wapacuta Pk
173029	Xcel Energy	101-45200-450-43830	25.00	304017445 900 Lyndale Ave N
173029	Xcel Energy	101-45122-450-43810	1,674.84	302825421 19 Division St W
173029	Xcel Energy	603-49500-000-43830	4.25	304051816 1200 Belview Trl
173029	Xcel Energy	101-43170-430-43810	-77.06	303691980 2219 Grant St Lift Station
173029	Xcel Energy	101-42110-420-43810	5,759.70	303688424 25 4th St NW
173029	Xcel Energy	101-43170-430-43810	7.67	156258 117 Shumway CD Siren
173029	Xcel Energy	601-49430-000-43810	23,440.73	303579187 824 7 St NW Water Plant #1
173029	Xcel Energy	101-42500-420-43810	0.17	304214955 930 4th Ave NW Siren
173029	Xcel Energy	101-43160-430-43810	-310.18	302767481 210 3 St NE St Light HP
173029	Xcel Energy	101-43160-430-43810	85.73	51-0012965373-9 1190 Hwy 60 W Street Light
173029	Xcel Energy	601-49430-000-43810	5,283.85	302969048 350 Alexander Park Well #6
173029	Xcel Energy	101-43160-430-43810	61.50	51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys.
173029	Xcel Energy	902-00000-000-23935	85,044.93	Electricity Bill-October
173029	Xcel Energy	101-43170-430-43810	-32.30	302525247 4050 Hwy 60 W
173029	Xcel Energy	898-46310-000-43810	299.87	1324 Prairie Ave Electric thru 10/07/2021

Check Numbe	Last Name	Acct 1	Amount	Description
173029	Xcel Energy	601-49430-000-43810	-35.72	304051816 1200 Belview Trl
173029	Xcel Energy	101-45200-450-43810	67.30	304017445 900 Lyndale Ave N
173029	Xcel Energy	101-43160-430-43810	10.90	304116510 1904 Grant St NW
173029	Xcel Energy	602-49480-000-43810	13.72	302940983 502 3rd Ave NW
173029	Xcel Energy	101-45125-450-43820	40.50	303727721 1830 2 Ave NW Aquatic Center
173029	Xcel Energy	101-45200-450-43810	34.33	303239611 Sr High Tennis Courts
173029	Xcel Energy	601-49430-000-43810	7,262.22	303929972 1904 Fairground Dr
173029	Xcel Energy	225-49810-430-43830	25.00	51-0325271-5 Hangar 910A - City
173029	Xcel Energy	241-46330-461-43830	15.30	902 A Spring Road Gas Thru 10/07/2021
173029	Xcel Energy	225-49810-430-43830	25.00	51-0325544-5 Hangar 910G - Rental
173029	Xcel Energy	101-45122-450-43810	30.49	154794 16 Central Ave
173029	Xcel Energy	101-42500-420-43810	7.66	146104 920 9 Ave SW CD Siren
173029	Xcel Energy	898-46310-000-43830	310.14	1324 Prairie Ave Gas Thru 10/07/2021
173029	Xcel Energy	101-42500-420-43810	3.69	178539 2613A Hulett Court
173029	Xcel Energy	101-42210-420-43830	481.52	302350193 122 2 St NW Fire Hall
173029	Xcel Energy	101-42500-420-43810	7.67	164184 930 4th CD Siren
173029	Xcel Energy	101-41940-410-43830	148.60	303640982 208 1 Ave NW City Hall
173029	Xcel Energy	101-45126-450-43830	183.46	302971175 117 Shumway Washington Center
173029	Xcel Energy	101-43160-430-43810	140.25	51-0012776642-4 720 4 St NW Street Light Feed Point
173029	Xcel Energy	101-42500-420-43810	3.69	154013 1851 220 St E CD Siren
173029	Xcel Energy	101-45200-450-43810	-23.96	302261595 920 9 Ave SW
173029	Xcel Energy	101-43160-430-43810	189.61	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
173029	Xcel Energy	602-49450-000-43810	14.60	302794134 98 3 Ave NW Viaduct Lift Stati
	Xcel Energy		104,877.70	
172921	Yunker Cole	601-00000-000-20200	149.19	Refund Check 021504-000, 1608 Whipple Way
172921	Yunker Cole	601-00000-000-20200	10.55	Refund Check 021504-000, 1608 Whipple Way
	Yunker Cole		159.74	
			1,313,588.61	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: October 26, 2021
SUBJECT: Approve LG 220 Application for Exempt Permit for Catholic United Financial Council SS Lawrence/Anne

Background:

City Staff received a LG220 Application for Exempt Permit from Catholic United Financial Council SS Lawrence/Anne to conduct a raffle at 105 3rd Ave. SW on December 31, 2021. The applicant has paid the required fees.

Recommendation:

Approve LG220

Attachments:

1. Catholic United Financial Council 13 SS Lawrence_Anne - 12_31_21

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Catholic United Financial Council 13 SS Lawrence/Anne Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: [REDACTED]

City: Faribault State: MN Zip: 55021 County: Rice

Name of Chief Executive Officer (CEO): Connie DeGrood

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Bethlehem Academy

Physical Address (do not use P.O. box): 105 3rd Ave SW

Check one:

☒ City: Faribault Zip: 55021 County: Rice

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 12/31/2021

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: October 26, 2021
SUBJECT: Approve LG240B Applications to Conduct Excluded Bingo for Women of the Moose

Background:

City Staff have received two LG240B Applications to Conduct Excluded Bingo from the Women of the Moose. The Women of the Moose are holding bingo on November 21, 2021 and April 10, 2022 at the Moose Lodge. The Women of the Moose have provided the required paperwork for their events.

Recommendation:

Approve LG240B Applications to Conduct Excluded Bingo.

Attachments:

1. Moose Applications

LG240B Application to Conduct Excluded Bingo

No Fee

11/17
Page 1 of 2

ORGANIZATION INFORMATION

Organization Name: Women of the Moose Previous Gambling Permit Number: [REDACTED]
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: 1810 NW 4th St
 City: Faribault State: MN Zip: 55021 County: Rice
 Name of Chief Executive Officer (CEO): Mary Bongers
 CEO Daytime Phone: [REDACTED] CEO Email: _____
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **Current calendar year Certificate of Good Standing**
 Don't have a copy? This certificate must be obtained each year from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
 Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☒ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: November 21 2021
 -OR-

☐ conducted on up to 12 consecutive days in connection with a:

- ☐ county fair Dates: _____
☐ civic celebration Dates: _____
☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Mary Bongers Daytime Phone: [REDACTED]Name of premises where bingo will be conducted: Moose Lodge 2098 - FaribaultPremises street address: 1810 NW 4th StCity: Faribault If township, township name: _____ County: Rice

LG240B Application to Conduct Excluded Bingo

No Fee

11/17
Page 1 of 2

ORGANIZATION INFORMATION

Organization Name: Women of the Moose Previous Gambling Permit Number: [REDACTED]
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: 1810 NW 4th St
 City: Faribault State: MN Zip: 55021 County: Rice
 Name of Chief Executive Officer (CEO): Mary Bongers
 CEO Daytime Phone: [REDACTED] CEO Email: _____
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☒ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☒ Yes ☐ NoIf yes, list the dates when bingo was conducted: November 21 2021

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: April 10 2022

-OR-

☐ conducted on up to 12 consecutive days in connection with a:☐ county fair Dates: _____☐ civic celebration Dates: _____☐ Minnesota State Fair Dates: _____Person in charge of bingo event: Mary Bongers Daytime Phone: _____Name of premises where bingo will be conducted: moose lodge 2028 - FaribaultPremises street address: 1810 NW 4th StCity: Faribault If township, township name: _____ County: Rice



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: October 26, 2021
SUBJECT: Resolution 2021-224 Initiate Project and Order Feasibility Report for 2022 Street Overlay Improvements - Contract 2022-02

Background:

Attached is a routine resolution initiating a project and ordering a feasibility report for the 2022 Street Overlay Improvements project (Contract 2022-02), including curb and gutter replacement, concrete sidewalk replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements.

The streets proposed to be included in this project are as follows:

Alexander Drive	(2nd Avenue NW to Fairgrounds Drive)
6th Street NW	(Central Avenue to 8th Avenue NW)
1st Avenue NW	(2nd Street NW to 13th Street NW)
8th Street NW	(Central Avenue to 2nd Avenue NW)
10th Street NW	(Central Avenue to 2nd Avenue NW)
11th Street NE/NW	(1st Avenue NE to 2nd Avenue NW)
Newhall Drive	(Parshall Street to Matteson Street)

Staff anticipates following the standard improvement process. A feasibility report will be filed with Council, staff will conduct a public informational meeting, and a public hearing for consideration of the improvements will follow with City Council. Note, this is proposed to be the first year of utilizing franchise fees instead of special assessments.

Staff intends to follow the same project development process except for the inclusion of a special assessment roll and the required legal notices/mailings.

Recommendation:

Approve Resolution 2021-224

Attachments:

1. Resolution 2021-224 Initiate Project and Order Feasibility Report for 2022 Street Overlay Improvements - Contract 2022-02
2. 2022-02 Project Location Map

CITY OF FARIBAULT

RESOLUTION #2021-224

INITIATE PROJECT AND ORDER FEASIBILITY REPORT FOR 2022 STREET OVERLAY IMPROVEMENTS - CONTRACT 2022-02

WHEREAS, it is proposed to improve the following streets as part of the 2022 Street Overlay Improvements project by curb and gutter replacement, concrete sidewalk replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements:

Alexander Drive	(2nd Avenue NW to Fairgrounds Drive)
6th Street NW	(Central Avenue to 8th Avenue NW)
1st Avenue NW	(2nd Street NW to 13th Street NW)
8th Street NW	(Central Avenue to 2nd Avenue NW)
10th Street NW	(Central Avenue to 2nd Avenue NW)
11th Street NE/NW	(1st Avenue NE to 2nd Avenue NW)
Newhall Drive	(Parshall Street to Matteson Street)

NOW, THEREFORE BE IT RESOLVED, that the proposed improvements be referred to the City staff and they are instructed to report back to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvements, and to determine the estimated cost of the improvements.

Date Adopted: October 26, 2021

Faribault City Council

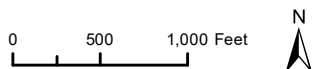
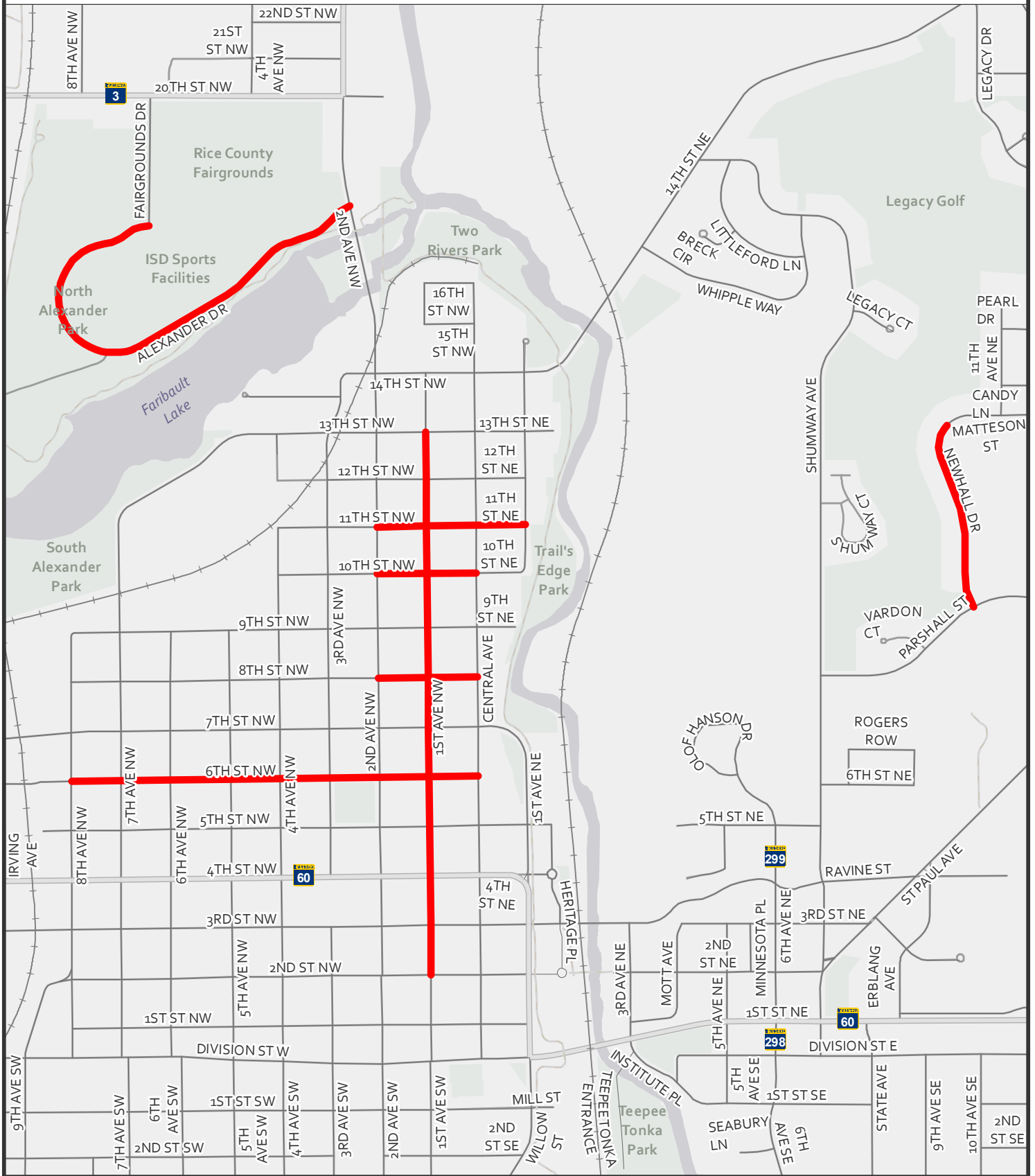
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Project Location 2022 Street Overlays

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: October 26, 2021
SUBJECT: Accept Quote for Wellhouse No.5 Watermain Installation

Background:

A portion of watermain for Well House No.5 needs to be rerouted to provide proper alignment for the new well house that is being built. Staff has obtained two quotes for the installation of the watermain.

The quotes are tabulated as follows:

BCM, Faribault, MN	\$36,525.00
Heselton Construction, Faribault, MN	\$39,275.00

Funding for the project will be provided by the Water Fund (601). The work will begin as soon as possible following approval.

Recommendation:

Accept Quote from BCM, Faribault, MN

Attachments:

1. Quotes



Date: 10/12/2021

Quote for: Faribault Future Wellhouse Watermain Connection

To: City of Faribault
Attn: Mike Glende

Bid Opening:

From: Dan Behrens

15760 Acorn Trail
Faribault, MN 55021
Phone:507-333-1155
Cell:507-330-1044
Email:Zach@BCMGrading.com
Fax:507-333-1170

Line	Description	Unit	Quantity	Unit Price	Bid Amount
1	Watermain Installation	LS	1.00	\$34,925.00	\$34,925.00
Alternate	12"X22.5 Bend	LS	1.00	\$1,600.00	\$1,600.00
Total:\$36,525.00					

Signature:

BCM Construction

Date: 10/12/21

Signature:

Quote Recipient

Date:

Thank you for the opportunity to provide a quote

10/8/2021



BID PROPOSAL

To: Mike Glende

Project: Faribault Well # 5 Watermain
Faribault , MN

Plans Dated: N/A

Addenda: N/A

Thank you for the opportunity to partner with you on the above referenced project. Heselton Construction, LLC. proposes the following:

EARTHWORK

*
*
*
*
*
*
*
*
*

DEMOLITION

*
*
*
*
*

SITE UTILITIES

* 12" DIP Watermain
* Hyd Lead w/ Valve
* 12" Valve
* 12X12X6 Tee
* Foundation Rock Not Included For Pipe Support

Base Bid \$	37,775.00
Alternate 22 1/2 Bend \$	1,500.00

Total: \$ 39,275.00

The following are not included in our proposal:

Bond, testing, surveying, traffic control, seeding or landscaping, planting soils, soil amendments, permits, vapor barrier, stormwater discharge treatment, SAC/WAC, contaminated soils, soil stabilization, hazardous/asbestos or regulated materials (including personal trash), utility disconnect fees, underground tanks

*** This quote is valid for 30 days from proposal date.

Sincerely,

Jason Brandvold
Estimator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: October 26, 2021
SUBJECT: Resolution 2021-227 Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a General Obligation Water Revenue Note; Series 2021, in the Original Aggregate Principal Amount of \$522,527; Providing for Its Issuance; and Authorizing the Execution of a Project Loan Agreement and Other Documents in Connection Therewith

Background:

The Minnesota Public Facilities Authority (PFA) and Kennedy & Graven, our Bond Attorneys, have completed the necessary documents for accepting the PFA Loan for the construction of the Northwest Water Tower Watermain Extension.

PFA Form 4b shows the total project cost of \$522,527.00, including a 5% construction contingency. Note, final loan amount and annual payments will be determined once final eligible construction costs are calculated following project completion. The PFA loan is only eligible to cover the costs of the watermain extension piping up to the water tower site. The remainder of the watermain costs to the tower and the tower itself are being funded by a 50/50 grant from the DEED BDPI program and the City's Water Utility Fund (601).

Total PFA Eligible Project Cost:	\$522,527.00
Max Loan Amount:	\$522,527.00
Estimated Annual Payment:	\$29,000
Interest Rate:	1.00%
Term:	20 Years

Project Schedule:	
Bid Opening	May 2, 2019
Award Contract:	June 22, 2021
PFA Loan Acceptance	October 26, 2021
Begin Construction	July 2021
Completion Date	November 2021

The attached resolution drafted by Kennedy & Graven authorizes issuance of the note and authorizes the Mayor and City Administrator to execute all documents required for the bond purchase and loan agreement.

Recommendation:

Approve Resolution 2021-227

Attachments:

1. Resolution 2021-227 Accepting the Offer of the MNPFA to Purchase G.O. Water Revenue Note

CITY OF FARIBAULT

RESOLUTION #2021-227

ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES AUTHORITY TO PURCHASE A GENERAL OBLIGATION WATER REVENUE NOTE, SERIES 2021, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$522,527; PROVIDING FOR ITS ISSUANCE; AND AUTHORIZING THE EXECUTION OF A PROJECT LOAN AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Minnesota Public Facilities Authority (the "PFA") is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, and Minnesota Rules, Chapter 7380, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds of the agency available for such purpose in the Drinking Water Revolving Fund, to provide loans to political subdivisions of the State of Minnesota (the "State") to fund eligible costs of construction of publicly owned drinking water treatment and distribution facilities in accordance with the Federal Safe Drinking Water Act Amendments of 1996, Public Law 104-182 (the "Program"); and

WHEREAS, the City of Faribault, Minnesota (the "City") is authorized to issue its obligations pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 444.075, as amended (the "Act"), for the purpose of financing the construction of a new watermain loop to serve the northwest area of the City (the "Project"); and

WHEREAS, the City has applied for a loan from the PFA pursuant to the Program, and the PFA has committed to make a loan to the City in the principal amount of \$522,527, to be disbursed and repaid in accordance with the terms of a Bond Purchase and Project Loan Agreement, dated September 8, 2021 (the "Project Loan Agreement"), to be executed by the City and the PFA, in substantially the form now on file with the City Administrator and attached hereto as EXHIBIT A; and

WHEREAS, the Project Loan Agreement, as executed, is incorporated herein by reference. The execution of the Project Loan Agreement is in accordance with the terms hereof.

WHEREAS, in accordance with Section 475.60, subdivision 2(4) of the Act, the City is authorized to issue obligations to a board, department, or agency of the State by negotiation and without advertisement for bids, and the PFA is,

and has represented that it is, a board, department, or agency of the State; and

WHEREAS, contracts for the Project have been or will be made by the City with the approval of the PFA and all other State and federal agencies of whose approval is required.

NOW, THEREFORE BE IT RESOLVED, that the City hereby accepts the offer of the PFA to purchase the General Obligation Water Revenue Note, Series 2021 (the "Note"), to be issued by the City in the original aggregate principal amount of \$522,527 at the rate of interest hereinafter set forth, and to pay therefor the par amount of the Note as provided below, and the sale of the Note is awarded to the PFA. Payment for the Note is to be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Project Loan Agreement. The terms set forth in this resolution relating to the Note are intended to be consistent with the provisions of the Project Loan Agreement, and to the extent that any provision in the Project Loan Agreement is in conflict with this resolution, the Project Loan Agreement shall control.

ALSO, BE IT RESOLVED, that the Note is to be issued in the aggregate principal amount of \$522,527, originally and nominally dated as of the date of delivery as a fully registered Note without coupons. The Note will be in the denomination of the entire principal amount thereof, numbered R-1, and will bear interest and mature in installment amounts as specified in EXHIBIT B attached hereto.

ALSO, BE IT RESOLVED, that the Note is subject to redemption and prior payment as provided in the Project Loan Agreement.

ALSO, BE IT RESOLVED, that the Note will be a fully registered negotiable obligation, dated as of date of delivery and issued forthwith. The Note shall be issued in substantially the form attached hereto as EXHIBIT B.

ALSO, BE IT RESOLVED, that the Note is to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and City Administrator and is to be authenticated by the manual signature of the City Administrator, acting as authenticating agent of the City. In the event of disability or resignation or other absence of any of such officers, the Note may be signed by any officer who is authorized to act on behalf of such absent or disabled officer. If an officer whose signature will appear on the Note ceases to be such officer before the delivery of the Note, such officer's signature will nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

ALSO, BE IT RESOLVED, that the Note when so prepared and executed will be delivered by the City Administrator to the PFA prior to disbursements pursuant to the Project Loan Agreement and the purchaser is not obliged to see to the proper application thereof.

ALSO, BE IT RESOLVED, that there shall be maintained a separate fund in the City treasury designated as the Water Fund (the "Water Fund"). The Finance Director and all municipal officials and employees concerned therewith will establish and maintain financial records of the receipts and disbursements of the municipal water system (the "Water System") in accordance with this resolution. There will be maintained in the Water Fund, in addition to any accounts previously created, the following three (3) separate accounts:

(a) A Capital Account to which will be credited all proceeds from the sale of the Note. The Note is the only source of money to be credited to the Capital Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the money need not be placed in the Capital Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. Money in the Capital Account is to be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Section 475.65 of the Act, provided that such money may only be expended for costs and expenses which are permitted under the Project Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved by the PFA. Upon completion of the Project and the payment of the costs thereof, any surplus is to be transferred to the Debt Service Account.

(b) An Operation and Maintenance Account into which are to be paid all gross revenues and earnings derived from the operation of the Water System, including all charges for the service, use and availability of and connection to the Water System, when collected, and all money received from the sale of any facilities or equipment of the Water System or any by-products thereof. From this account there will be paid all the normal, reasonable and current costs of operating, maintaining, and insuring the Water System, including salaries, wages, costs of materials and supplies, necessary legal, engineering and auditing services, and all other items that, by sound accounting practices, constitute normal, reasonable and current costs of operating and maintenance, but excluding any allowance for

depreciation, extraordinary repairs and payments into any debt service account. All money remaining in the Operation and Maintenance Account after paying or providing for the foregoing items constitutes, and is referred to in this resolution as, "net revenues."

(c) A Debt Service Account into which are irrevocably pledged or credited (i) net revenues of the Water System in an amount sufficient, with other money, to pay the principal of and interest on the Note when due; (ii) all collections of taxes which may hereafter be levied for the payment of the principal of and interest on the Note; (iii) all investment earnings on money held in the Debt Service Account; (iv) any amounts transferred from the Capital Account; and (v) any other money which is properly available and is appropriated by the City Council to the Debt Service Account. The money in this account may be used only to pay or prepay the principal of the Note and to pay interest on the Note and any other obligations hereafter issued and made payable from this account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

(d) Excess net revenues not required for the purposes of the Water Fund may be used for any proper municipal purpose.

No portion of the proceeds of the Note may be used directly or indirectly to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued, and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note or any sums from time to time held in the Capital Account (or any other City account which will be used to pay principal of or interest on the Note) in excess amounts which under then applicable federal arbitrage regulations may be invested without regard to yield will not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, money in the Water Fund will not be invested in obligations or deposits issued by, guaranteed by, or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

The City will observe the covenants of Article 3 of the Project Loan Agreement and the sections of this resolution establishing the negative covenants as to use of proceeds of the Note and the Project and the tax-exempt status of the Note and the PFA Bonds with regard to the Water Fund.

ALSO, BE IT RESOLVED, that it is found, determined and declared that the net revenues of the Water System are sufficient in amount to pay one hundred five percent (105%) of the principal of and interest on the Note when due, and the net revenues of the Water System are pledged to the payment of the Note, but solely to the extent required to meet, with other pledged sources, one hundred five percent (105%) of the principal and interest requirements of the Note as the same become due.

ALSO, BE IT RESOLVED, that in accordance with the Act, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of any connection to the Water System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Note.

ALSO, BE IT RESOLVED, that the full faith and credit and taxing powers of the City will be and are irrevocably pledged for the prompt and full payment of the principal of and interest on the Note as the same respectively become due. If the net revenues of the Water System appropriated and pledged to the payment of principal of and interest on the Note, together with other funds irrevocably appropriated to the Debt Service Account referred to herein, are at any time insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as the same become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency will be promptly paid out of any other funds of the City which are available for such purpose, and those other funds may be reimbursed, with or without interest, from the Debt Service Account when a sufficient balance is available in that account.

ALSO, BE IT RESOLVED, that the City Administrator is authorized and directed to file a certified copy of this resolution with the Property Tax and Elections Director of Rice County, Minnesota (the "County Auditor"), together with such other information as the County Auditor may require, and to obtain the certificate of the County Auditor that the Note has been entered in the bond register of the County Auditor.

ALSO, BE IT RESOLVED, that the Project Loan Agreement is approved in substantially the form presented to the City Council, and in the form set forth in EXHIBIT A attached hereto. The provisions of this resolution relating to the Note are intended to be consistent with the provisions of the Project Loan Agreement, and to the extent that any provision in the Project Loan Agreement is in conflict with this resolution as it relates to the Note, that provision controls. The execution and delivery of the Project Loan Agreement by the Mayor and City Administrator are hereby authorized and ratified. The execution of the Project Loan Agreement by the appropriate officers is conclusive evidence of the approval of the Project Loan Agreement in accordance with the terms hereof. The Project Loan Agreement may be attached to the Note, and must be attached to the Note if the holder of the Note is any person other than the PFA.

ALSO, BE IT RESOLVED, that the officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates, and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control, or as otherwise known to them, and all such certified copies, certificates and affidavits including any heretofore furnished, are to be deemed representations of the City as to the facts recited therein.

ALSO, BE IT RESOLVED, that the City covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Note to be a private activity bond within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that no actions will be taken over the term of the Note that would cause it to be a private activity bond, and the average term of the Note is not longer than reasonably necessary for the governmental purpose of the issue. The City covenants not to use the proceeds of the Note in such a manner as to cause the Note to be a "hedge bond" within the meaning of Section 149(g) of the Code.

ALSO, BE IT RESOLVED, that the City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (i) requirements relating to temporary periods for investments; (ii) limitations on amounts invested at a yield greater than the yield on the PFA Bonds; and (iii) the rebate of excess investment earnings to the United States.

ALSO, BE IT RESOLVED, that the City, with respect to the Note, will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (i) requirements relating to temporary periods for investments; (ii) limitations on amounts invested at a yield in excess of the applicable yield restrictions imposed by the Code; and (iii) the rebate of excess investment earnings to the United States. The City covenants and agrees with the PFA and holders of the Note that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, will be limited as to amount and yield in such manner that the PFA Bonds will not be arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and the City Administrator will furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA.

ALSO, BE IT RESOLVED, that in order to qualify the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Note is not a "private activity bond" as defined in Section 141 of the Code;

(b) the City designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2021 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

ALSO, BE IT RESOLVED, that the City may have incurred certain expenditures with respect to the Project that were financed temporarily from

other sources but are expected to be reimbursed with proceeds of the Note. The City makes the following declaration of official intent to reimburse certain costs from the proceeds of the Note (the "Declaration") pursuant to Section 1.150-2 of the Treasury Regulations promulgated under the Code (the "Reimbursement Regulations"):

(a) The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of the Note in an estimated maximum principal amount of \$522,527. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(b) This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of Note, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

ALSO, BE IT RESOLVED, that the electronic signature of the Mayor, the City Administrator, and/or the Finance Director to this resolution, the Project Loan Agreement, and any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

ALSO, BE IT RESOLVED, that if any section, paragraph, or provision of this resolution is held to be invalid or unenforceable for any reason, the validity or unenforceability of such section, paragraph or provision will not affect any of the remaining provisions of this resolution.

Date Adopted: October 26, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

PROJECT LOAN AGREEMENT

**MINNESOTA PUBLIC FACILITIES AUTHORITY
BOND PURCHASE AND PROJECT LOAN AGREEMENT**

This BOND PURCHASE AND PROJECT LOAN AGREEMENT ("the Agreement"), is between the Minnesota Public Facilities Authority (the "Authority") and the City of Faribault ("Recipient") and is dated September 8, 2021.

The Project consists of construction of a watermain loop to serve the NW area of the city ("the Project"). The Project is further described and detailed in the MN Department of Health's certification(s) dated June 27, 2021 and in the Recipient's Project application which is incorporated herein.

Program Funding for the Project	Name	Legal citations	Funding IDs	Amounts
Drinking Water State Revolving Fund Loan	("the Loan")	MS 446A.081; MN Rules 7380 .0250-.0297	MPFA-DWRF-L-016-FY22	\$522,527
Total Authority Project Financing:				\$522,527

ARTICLE 1 – TERMS AND CONDITIONS

Section 1.1 Terms. (a) General: The Authority hereby commits, subject to the availability of funds and the conditions and legal citations herein set forth, to provide FIVE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS (\$522,527) to the Recipient for the purpose of financing eligible costs of the Project.

(b) Loan: The Loan shall be evidenced by the Note described in Section 1.4 of this Agreement (the "Note"). The final maturity date of the Loan will be August 20, 2042. The aggregate principal amount of the Loan disbursed and outstanding will bear interest and servicing fees collectively at the rate of 1.000% per annum accruing from and after the date of the Note through the date on which no principal of the Loan remains unpaid and all accrued interest and servicing fees thereon have been paid.

(c) Grant(s): This subsection is intentionally left blank.

Section 1.2 Authority Sources of Funds. (a) The Recipient acknowledges that the Authority may use the proceeds of one or more series of the Authority's revenue bonds (the "Bonds"), federal capitalization grants, proceeds of state general obligation bonds, state appropriations from the Clean Water Legacy Fund, or other funds of the Authority, or a combination thereof, to fund the Agreement.

(b) At the written request of the Recipient, the Authority will provide information with respect to the funding of the Agreement, from time to time.

(c) Allocation and pledging of Loan: The Authority may, at any time, pledge the Loan as security for its Bonds. The Authority in its sole discretion may allocate the Loan to one or more sources of funds and may from time to time reallocate the Loan to one or more different sources of funds, including one or more different series of Bonds (whether or not that series of Bonds refunded the series of Bonds to which the Loan was originally allocated), or may sell the Loan if permitted by the documents relating to its Bonds.

Section 1.3 Disbursements. (a) Delivery of Note: No funds will be disbursed by the Authority to the Recipient until the Recipient has delivered its Note to the Authority as set forth in section 1.4.

(b) All Recipient disbursement requests will be subject to Authority approval and will be disbursed on a cost reimbursement basis, consistent with the budget presented in the Recipient's application. The Authority may withhold or disallow all or part of the amount requested if the Authority determines the request is not in compliance with this Agreement, applicable federal and state laws, regulations or rules as then in effect.

(c) The Authority will disburse funds pursuant to approved disbursement requests complying with the provisions of this Agreement. Each disbursement request must be for eligible costs for completed work on the Project and must be submitted on or before the deadlines established by the Authority and on a form prescribed by the Authority. Each disbursement request must include supporting invoices and billing statements and be signed by an employee or elected official of the Recipient.

(d) The Authority will reimburse the Recipient for eligible Project costs incurred prior to the execution of this Agreement only to the extent approved in connection with the Authority's approval of the Recipient's application.

(e) The Authority will make disbursements to the Recipient within 30 days of receipt of the Recipient's request, unless the Authority determines to withhold disbursement in accordance with the provisions of this Agreement. The Authority will endeavor to pay disbursement requests submitted by the Recipient not later than the 15th day of the month by the last day of the same month.

(f) If the entire amount specified in Section 1.1 is not fully disbursed by June 30, 2025 the Authority will not make any further disbursements. In that event or if final eligible Project costs are less than the total financing amount specified in Section 1.1, the undisbursed balance of the Loan will be applied to the outstanding principal installments of the Loan on a pro rata basis or as otherwise determined by the Authority. The Authority will revise Exhibit A to this Agreement to reflect the reduction in principal amount and promptly deliver a copy to the Recipient.

Section 1.4 Security. (a) The Recipient must issue to the Authority its General Obligation Revenue Note to evidence its obligation to repay the Loan. The Authority will not disburse funds to the Recipient under this Agreement until the Recipient delivers to the Authority the executed Note, a certified copy of resolutions or other authority by the appropriate governing body or bodies as have authorized the execution and performance of this Agreement and the Note in accordance with applicable law, and all opinions, certificates and documents requested by, and in a form acceptable to, the Authority.

(b) The Recipient represents and agrees that the Note is a general obligation debt of the Recipient and will be shown as such on its financial statements and be treated in all respects as a general obligation debt of the Recipient. For purposes of permitting sale of the Note to the Authority, the Authority represents that it is a "board, department or agency" of the State of Minnesota within the meaning of Minnesota Statutes, Section 475.60, subdivision 2, clause (4), as amended.

(c) The obligations of the Recipient under the Note evidence amounts payable under the Loan. Each payment made pursuant to the Note will be deemed to be a credit against the corresponding obligation of the Recipient under the Loan and any such payment will fulfill the Recipient's obligation to pay that amount hereunder.

(d) The Recipient agrees to impose and collect rates and charges in compliance with Minnesota Statutes and in accordance with the Recipient's service charge system, so that sufficient gross revenues are available, together with other sources as may be applicable, for the payment of system costs, including

operation and maintenance expenses and principal, interest and servicing fees due on any outstanding debt payable from those revenues. The Recipient agrees to annually review and ensure that the gross revenues are sufficient for the payment of all system costs.

Section 1.5 Mandatory Payments. (a) The Recipient must repay the principal amount of the Loan, together with accrued interest and servicing fees, in the amounts and on the dates set forth in Exhibit A attached hereto (notwithstanding the rate of disbursement of the proceeds of the Loan), subject to adjustment as set forth in Section 1.3 or 1.6. The interest payment shown on Exhibit A is for informational purposes only; the actual interest payment will be the amount of interest which has accrued to the date of payment. The Authority will be entitled to retain for its own purposes any interest earnings on Loan proceeds that are not disbursed and will not be obligated to credit any such interest earnings against any required repayment of principal or payment of interest and servicing fees. Any payment of principal or interest received by the Authority in excess of the amounts set forth in Exhibit A, as then in effect, which is not a mandatory payment as designated in paragraph (b), or not expressly designated by the Recipient to be treated as an optional prepayment may, in the sole discretion of the Authority, be (i) held without interest payable by the Authority and applied to a future payment due on the Loan in a manner determined by the Authority, (ii) treated as a prepayment of principal on the Loan, or (iii) returned to the Recipient as an overpayment. Other than prepayments, the Authority will apply any payments received under the Note as follows: first, to the payment of any costs or expenses incurred by the Authority in enforcing any provision of the Note or this Agreement; second, to the payment of accrued and unpaid interest and servicing fees on the Note; and third, to the payment of principal of the Note then due.

(b) If the Recipient has pledged to the repayment of the Loan revenues subject to prepayment or lump-sum payments by a third party, such as special assessments or connection charges from another municipality, the Recipient will notify the Authority immediately upon receipt of any such payment. The Authority, in its sole discretion, may direct the Recipient to use the funds for the payment of eligible construction costs of the Project, or to transmit the funds to the Authority for payment on the Loan, immediately or at a later date. Any such payment received by the Authority may be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments, or, in the sole discretion of the Authority, may be applied to one or more future principal payments on the Loan in a manner determined by the Authority.

Section 1.6 Optional Prepayments. (a) The Recipient may not prepay the Loan except upon written consent of the Authority. If the Authority has consented, then upon 45 days' prior written notice to the Authority (or such lesser period as the Authority may accept), the Recipient may prepay the Loan and the Note, in whole or in part, on any February 20 or August 20 at a redemption price equal to the principal amount to be prepaid, together with accrued interest and servicing fees thereon to the redemption date and a premium equal to all fees and expenses of the Authority, if any, in connection with the prepayment, including any fees, expenses or other costs relating to the payment and redemption of the Bonds as determined by the Authority.

(b) The Authority may require that the Recipient, at its sole cost and expense, deliver to the Authority an opinion from a law firm, selected by the Authority, having a national reputation in the field of municipal finance law whose legal opinions are generally accepted by purchasers of municipal bonds ("Bond Counsel") to the effect that such prepayment will not cause the interest on the Note to be included in the gross income of the recipient thereof for federal income tax purposes.

(c) The Authority will apply any amount paid by the Recipient to prepay all or a portion of the Note as follows: first, to the payment of fees, expenses and other costs of the Authority as provided in Subsection (a); second, to the payment of interest and servicing fees on the principal amount of the Note to be prepaid; and, third, to the principal of the Note. The principal amount of a partial prepayment will, in the sole discretion of the Authority, (i) be applied to one or more future principal payments of the Loan in a manner determined by the Authority, or (ii) be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

ARTICLE 2 – RECIPIENT RESPONSIBILITIES AND PROJECT COMPLIANCE

Section 2.1 Recipient Responsibilities with Respect to the Project. (a) The Recipient must meet all requirements in the project application submitted to the Authority as to compliance with federal and state laws, rules and regulations and include in any contract or subcontract related to the Project provisions requiring contractor and subcontractor compliance with applicable state and federal laws. The requirements in that application are hereby incorporated by reference.

(b) The Recipient agrees to commence construction and complete the Project with reasonable diligence, regardless of the sufficiency of loans or grants therefor from the Authority to pay eligible project costs.

(c) The Recipient will not enter into a sale, lease, transfer or other use agreement of any part of the Project, or change the use of the Project, without the prior written approval of the Authority if that sale, lease, transfer, agreement or change in use would (i) violate the covenants set forth in Article 3 or Article 4, or (ii) violate the conditions under which any capitalization grants were furnished by the United States Environmental Protection Agency (the “EPA”), or (iii) otherwise violate any terms or conditions of this Agreement.

(d) The Recipient must maintain adequate property insurance coverage for the Project in those amounts and with those limits as it determines in good faith to be reasonable or in those amounts and with those limits as the Authority may require from time to time. The Recipient may substitute adequate, actuarially sound self-insurance or risk retention program(s) for property insurance coverage, so long as such program(s) are consistent with applicable laws and state and federal regulations.

(e) The Recipient must complete the Project in accordance with all applicable federal, state and local statutes, rules, regulations, ordinances, reporting requirements, approvals, and state agency certifications governing the design and construction of the Project, and operate the Project’s system in compliance with all applicable federal and state laws and regulations and permit requirements.

(f) The Recipient agrees to exert all reasonable efforts to investigate claims that the Recipient may have against third parties with respect to the construction of the Project and, in appropriate circumstances, take whatever action, including legal action, the Recipient reasonably determines to be appropriate.

(g) Clean Water Legacy logo: This subsection is intentionally left blank.

Section 2.2 Construction Compliance. (a) State prevailing wages: The Recipient must comply with the provisions of prevailing wage requirements set forth in Minnesota Statutes, Sections 177.41 to 177.44, as then in effect.

(b) Federal prevailing wages: In addition to the prevailing wage requirements under Subsection (a), the Recipient must comply with, and require that all laborers and mechanics employed by contractors and subcontractors on the Project be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with, the Davis-Bacon Act (40 U.S.C., sec. 276a through 276a-5), as amended.

(c) Federal American Iron and Steel: The Recipient will comply with the American Iron and Steel requirements of the Safe Drinking Water Act, as amended by America's Water Infrastructure Act of 2018, unless the Project is granted a waiver from the EPA.

ARTICLE 3 – TAX COMPLIANCE COVENANTS

The Recipient acknowledges that the Note is intended to bear interest that is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes (a "Tax-exempt Note") and may be funded by the Authority from the proceeds of the Authority's Bonds that are intended to bear interest that is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes ("Tax-exempt Bonds"). The Recipient also acknowledges that, regardless of the source of funding, the Authority may pledge the Loan and the related Note as security for, and as a source of, the payment of debt service on any or all of its Tax-exempt Bonds. In consideration of these facts, the Recipient covenants and agrees with the Authority, whether or not strict compliance with those agreements is required to maintain the Note as a Tax-exempt Note or the Authority's Bonds as Tax-exempt Bonds, as follows:

(a) The Recipient will not take, or, to the extent under its control, permit to be taken, any action that would cause the Note not to be a Tax-exempt Note or any Authority Bonds not to be Tax-exempt Bonds and will not omit from taking, or cause to be taken, any action required to maintain the Note as a Tax-exempt Note or the Authority's Bonds as Tax-exempt Bonds.

(b) The Recipient will take all actions with respect to the Note necessary to comply with all instructions and requests of the Authority relating to maintaining the Authority's Bonds as Tax-exempt Bonds and the Note as a Tax-exempt Note or compliance with the agreements set forth in this Section or in any Tax Compliance Certificate (hereinafter defined).

(c) The Recipient will comply with all requirements of any certificate or agreement ("Tax Compliance Certificate") executed and delivered by it in connection with the issuance of the Note.

(d) The Recipient will promptly notify the Executive Director of the Authority in writing of any action or event which adversely affects the status of the Note as a Tax-exempt Note or any of the Authority's Bonds as Tax-exempt Bonds.

(e) The Recipient will not use any of the proceeds of the Loan to pay the costs of any facility used or to be used during the term of the Loan for any private business use or to make a private loan within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

(f) The Recipient will not repay the Loan from, or secure repayment of the Loan by, property used or to be used for a private business use or payments in respect of such property within the meaning of Section 141 of the Code, except as specifically permitted in writing by the Authority.

(g) The Recipient will not establish any fund or account, other than a bona fide debt service fund, securing the payment of the Tax-exempt Note or Tax-exempt Bonds or from which the Recipient reasonably expects to pay debt service on the Loan, or in any other respect create "gross proceeds," within the meaning of the Code, of the Tax-exempt Note or Tax-exempt Bonds, except as specifically permitted in writing by the Authority. In addition, the Recipient will not invest any gross proceeds in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof and to the extent that investment would cause the Tax-Exempt Note or Tax-exempt Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(h) The Recipient will not invest any moneys constituting "gross proceeds" of the Tax-exempt Note or Tax-exempt Bonds other than in a fair market, arms' length transaction and at a yield, within the meaning of the Code, in excess of the lesser of the yield on the Tax-exempt Note or the Tax-exempt Bonds applicable to the Loan and will apply all Loan proceeds within five days of the receipt thereof by the Recipient consistent with the terms of the Recipient's disbursement request.

(i) Except as permitted under Treasury Regulations, Section 1.150-2, and Section 1.4(d) hereof, the Recipient will not use Loan proceeds to reimburse itself for any payments of project costs that the Recipient made from other funds, if the original payment was made prior to the earlier of the issuance of the Authority Bonds used to fund the Loan or the execution and delivery of this Agreement or if the original payment was made from the proceeds of other debt of the Recipient.

(j) Other than as provided in Section 4.1 hereof, the allocation by the Authority of funds it uses to purchase the Loan, including different series of Tax-exempt Bonds, is at the sole discretion of the Authority and that allocation is binding on the Recipient.

(k) With respect to any gross proceeds of the Tax-exempt Bonds created by the Recipient, the Recipient will be liable to the Authority for any amount the Authority is required to rebate to the United States as excess investment earnings pursuant to Section 148 of the Code.

The Authority may, in its sole discretion and only upon receipt of an opinion of counsel to the Authority, waive any of the agreements set forth in this Article 3.

ARTICLE 4 – COMPLIANCE WITH STATE BOND REQUIREMENTS

Section 4.1 State Bond Financed Property. The Recipient and the Authority acknowledge and agree that the Recipient's ownership interest in the Project, consisting of real property, and, if applicable, all facilities located, or that will be constructed and located, on that real property, and all equipment that is a part thereof, that was purchased with the proceeds of state general obligation bond proceeds

constitutes “State Bond Financed Property”, as that term is used in Minnesota Statutes, Section 16A.695 and the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012 (the “Order”), as such may be amended, modified, supplemented, or replaced from time to time, and therefore the provisions contained in that statute and order apply to the Recipient’s ownership interest in the Project and any Use contracts relating thereto. The Recipient agrees that the proceeds of the Agreement must be used, and the Project must be operated, in a manner that complies with Minnesota Statutes, Section 16A.695 and the Order. The Recipient must file the required state bond financed property declaration as provided in the Order and provide a copy of the filed declaration to the Authority, unless the filing requirement is waived in writing by the Commissioner of Minnesota Management and Budget.

Section 4.2 Lease or Management Contract. The Recipient agrees that any lease or management or similar contract (each a “Use Agreement”) it enters into with respect to property constituting all or a part of the State Bond Financed Property must comply with the following requirements:

- (a) It must be for the express purpose of carrying out a governmental program established or authorized by law and established by official action of the Recipient.
- (b) It must be approved, in writing, by the Commissioner of Minnesota Management and Budget.
- (c) It must be for a term, including any renewals that are solely at the option of the lessee or manager, that is substantially less than the useful life of the property subject to that lease or management contract, but may allow renewal beyond that term upon determination by the Recipient that the use continues to carry out the governmental program.
- (d) It must be terminable by the Recipient if the other contracting party defaults under the contract, or if the governmental program is terminated or changed.
- (e) It must provide for oversight by the Recipient of the operation of the property that is the subject of the Use Agreement.
- (f) It must specifically identify the statute that provides the Recipient authority to enter into the Use Agreement.
- (g) It must contain a provision stating that the Use Agreement is being entered into in order to carry out a governmental program and must specifically identify the governmental program.

Section 4.3 Sale. The Recipient must not sell any property constituting all or a part of the State Bond Financed Property unless the sale complies with the following requirements:

- (a) The Recipient determines by official action that the property is no longer usable or needed by the Recipient to carry out the governmental program for which it was acquired or constructed.
- (b) The sale must be made as authorized by law.
- (c) The sale must be for fair market value as defined in Minnesota Statutes, Section 16A.695 as then in effect.

(d) The Recipient obtains the prior written consent of the Commissioner of Minnesota Management and Budget.

Section 4.4 Changes to Minnesota Statute 16A.695 or the Order. In the event that Minnesota Statutes Section 16A.695 or the Order is amended in a manner that reduces any requirement imposed upon the Recipient, or if the Recipient's interest in the State Bond Financed Property is exempt from Minnesota Statutes, Section 16A.695 or the Order, then upon written request by the Recipient, the Authority will enter into and execute an amendment to this Agreement to implement that amendment to, or exempt the interest in the Project from, Minnesota Statutes, Section 16A.695 and the Order.

Section 4.5 Waiver. The Authority may waive the requirements of Article 4 at any time upon determination by the Authority, and after notifying the Commissioner of Minnesota Management and Budget, that the Project has not been and will not be funded from the proceeds of state general obligation bonds.

ARTICLE 5 – DISCLOSURE

Section 5.1 Information for Disclosure Documents. (a) The Recipient agrees to provide to the Authority such information with respect to the Recipient, its duties, operations and functions as may be reasonably requested by the Authority, and hereby consents to its inclusion in the Authority's official statement(s) used in connection with issuance and sale or the re-marketing of its Bonds or continuing disclosure with respect to its Bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of Bonds were or will be loaned to the Recipient.

(b) At the request of the Authority, the Recipient will certify and represent that the information with respect to the Recipient in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Authority require the Recipient to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Recipient determines that it is not able to make that certification and representation, it will provide to the Authority the information for inclusion in the Disclosure Documents necessary for the Recipient to make the certification and representation.

(c) If at any time during the period ending 90 days after the date the Recipient provides information to Authority for inclusion in a Disclosure Document any event occurs that the Recipient believes would cause the information with respect to the Recipient in the Disclosure Document to omit a material fact or make the statements therein misleading, the Recipient agrees to promptly notify the Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Authority, the Recipient will also provide the certification and representation required in (b) above with respect to that information.

(d) The Recipient agrees to provide such information as may be reasonably requested by any rating agency in connection with rating the Bonds of the Authority.

Section 5.2 Continuing Disclosure. If the Authority, in its sole discretion, determines, at any time prior to payment of the Loan in full, (i) that the Recipient is a material "obligated person," as the term

"obligated person" is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12") or (ii) that an event has occurred with respect to the Recipient or the Loan that must be disclosed under Rule 15c2-12, or (iii) that any other action of the Recipient has occurred which the Authority determines in its sole discretion is material to an investor in the Bonds, the Recipient covenants that it will authorize and provide to the Authority, for inclusion in a Disclosure Document, all statements and information relating to the Recipient deemed material by the Authority for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5 promulgated pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), including certificates and written representations of the Recipient evidencing satisfaction of the requirements of Rule 15c2-12 and Rule 10b-5. The Authority, in its sole discretion and as set forth in a resolution or official statement of the Authority, will determine materiality under each of clause (i) and clause (iii) pursuant to criteria established from time to time. The Recipient further covenants that, if determined to be such a material obligated person, it will execute and deliver a continuing disclosure agreement, in that form as the Authority determines to be necessary, desirable or convenient, in its sole discretion, for the purpose of meeting the requirements of Rule 15c2-12. Pursuant to the terms and provisions of that continuing disclosure agreement, the Recipient will thereafter provide ongoing disclosure with respect to all annual and event information and financial statements relating to the Recipient required by a continuing disclosure undertaking under Rule 15c-12. The Recipient further agrees that the Authority will have the right to disclose any information about the Recipient or the Loan, whether or not received from the Recipient, determined by the Authority in its sole discretion, to be material with respect to any of its Bonds.

ARTICLE 6 – SYSTEM REPLACEMENT FUND

This article is intentionally left blank.

ARTICLE 7 - FINANCIAL RECORDS, AUDITS, REPORTS AND INSPECTIONS

Section 7.1 Financial Recordkeeping. For all expenditures made pursuant to this Agreement, the Recipient must keep financial accounts and records in accordance with generally accepted accounting principles including invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures and any investments made with proceeds of the Loan or other "gross proceeds" of the Note or the tax-exempt Bonds of the Authority. Such accounts and records must be accessible and available for a minimum of six years from the date of initiation of operation of the Project and for so long as the Note is outstanding for examination by authorized representatives of the Authority, the Office of the Legislative Auditor, the Office of the State Auditor and the EPA Office of Inspector General.

Section 7.2 Annual Financial Reports. (a) The Recipient must annually provide to the Authority for the term of the Loan a copy of an independent audit of its financial statements. All audit reports must be submitted within 30 days after the completion of the audit but no later than one year after the end of the fiscal year to be audited. The audits must be conducted in accordance with generally accepted government auditing standards and in compliance with Subpart F (Audit Requirements) of Title 2 U.S. Code of Federal Regulations Part 200.

(b) The Recipient must describe the Note as general obligation debt of the Recipient in its annual audited financial statements for the term of the Loan.

Section 7.3 Annual Minority and Women Business Enterprise Report. If requested, the Recipient will submit to the Authority, within 20 days of the end of the annual reporting period, EPA Form 5700-52A to report on the award of prime contracts or subcontracts to any certified Minority and Women Business Enterprise (MBE/WBE) firms until the Project is complete.

Section 7.4 General. The Recipient must submit the project reports required by the Authority on forms prescribed by the Authority.

Section 7.5 Inspections. The Recipient, upon reasonable request by the Authority, must allow the Authority and its agents to inspect the Project.

ARTICLE 8 – GOVERNMENT DATA PRACTICES

The Recipient agrees, with respect to any data that it possesses regarding the Project, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

ARTICLE 9 - DEFAULT AND REMEDIES

Section 9.1. Events of Default. Any of the following is an event of default under this Agreement:

(a) The Recipient does not make a Loan payment when due;

(b) The Recipient does not comply with any other provision of this Agreement or the Note after written notice from the Authority, and for a three-month period the Recipient does not cure that default or provide a written plan acceptable to the Authority providing for that cure or, if the Authority accepts a plan for cure, the Recipient does not cure that default within the time period specified therein.

Section 9.2 Remedies. (a) If an event of default described in Section 9.1(a) of this Agreement occurs, the Authority will impose an interest penalty as provided in Minn. Rules Part 7830.0296, Subpart 1. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2) reject any pending application by the Recipient for financial assistance, (3) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (4) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended.

(b) If an event of default described in Section 9.1(b) of this Agreement occurs, the Authority will impose an immediate increase in the interest rate on the Loan by eliminating all interest rate discounts that were applied in determining the interest rate under Minn. Rules Part 7380.0272. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2)

demand repayment of any grant disbursements under this Agreement, (3) reject any pending application by the Recipient for financial assistance, (4) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (5) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended. If the Authority subsequently determines that the Recipient has cured all events of default, the interest rate on any unpaid Loan principal will then revert back to the original interest rate.

ARTICLE 10 – ADMINISTRATION

Section 10.1 Amendments. Any amendments to this Agreement must be in writing and must be executed by the Recipient by the same officials who signed the Agreement, or their successors.

Section 10.2 Termination of Loan. The obligations of the Recipient under this Agreement (except the obligations set forth in Section 2.1 (c), (d) and (e) and Article 4 hereof) will terminate when the Loan is fully paid.

Section 10.3 Fees. (a) Pursuant to Minnesota Statutes, section 446A.04, subdivision 5(a), the Authority may charge application fees and loan repayment servicing fees.

(b) Application fee: The application fee is waived by the Authority.

(c) Loan repayment servicing fees: The Recipient acknowledges that the Authority may apply up to 2 percent of any loan repayment as a servicing fee and that such fee will not increase the amount of any repayments or extend the period of repayment.

Section 10.4 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and will be sufficient if delivered by courier or overnight delivery service or sent by certified mail (return receipt requested), postage prepaid, to the address of the party to whom it is directed. That address must be the address specified below or a different address as may hereafter be specified by either party by written notice to the other:

In the case of the Authority:

Minnesota Public Facilities Authority
Attention: Executive Director
1st National Bank Building
332 Minnesota Street, Suite W820
Saint Paul, MN 55101-1378

In the case of the Recipient:

City of Faribault
Attention: Mayor
208 1st Avenue NW
Faribault, MN 55021-5105

This page is intentionally left blank.

Recipient name: City of Faribault
Project Funding ID(s): MPFA-DWRF-L-016-FY22

The Authority and the Recipient have caused this Agreement to be duly executed by their duly authorized undersigned representatives. Statutory Cities must execute this Agreement as provided in Minnesota Statutes, Section 412.201, as amended. Home Rule Charter Cities must execute this Agreement as provided in Minnesota Statutes, Chapter 410, as amended.

RECIPIENT: We have read and we agree to all
of the above provisions of this Agreement.

MINNESOTA PUBLIC FACILITIES AUTHORITY:

By _____
Title Kevin Voracek
Mayor

By _____
Title Steve Grove, or delegate
Chair

Date _____

Date _____

ENCUMBERED: Individual signing certifies that
funds have been encumbered as required by
Minnesota Statute 16A.

By _____
Title Timothy Murray
City Administrator

By _____

Date _____

PO date 09/08/21
PO ID(s) B2401:3000003437

Faribault - dw02

Loan Amortization Schedule
MPFA-DWRF-L-016-FY22

522,527.00

Rate: 1.000%

Date:

Maturity: 08/20/42

Type of Note:

Tax Exempt
General Obligation Revenue Note

final loan amount: 522,527.00

Date	Effective	Source	Disbursement	Repayment	Interest	Principal	Loan Balance	Annl Debt Srv
projected	12/29/21	Op Res	522,527.00				522,527.00	
projected	01/26/22	Op Res			391.90		522,527.00	
projected	02/23/22	Op Res			783.80		522,527.00	
projected	03/23/22	Op Res			1,175.74		522,527.00	
projected	04/27/22	Op Res			1,567.68		522,527.00	
projected	05/25/22	Op Res			1,959.62		522,527.00	
projected	06/29/22	Op Res			2,351.56		522,527.00	
projected	07/27/22	Op Res		3,019.06	3,019.06		522,527.00	
	08/20/22			9,860.84	333.84	9,527.00	513,000.00	12,879.90
	02/20/23			2,565.00	2,565.00		513,000.00	
	08/20/23			25,565.00	2,565.00	23,000.00	490,000.00	28,130.00
	02/20/24			2,450.00	2,450.00		490,000.00	
	08/20/24			26,450.00	2,450.00	24,000.00	466,000.00	28,900.00
	02/20/25			2,330.00	2,330.00		466,000.00	
	08/20/25			26,330.00	2,330.00	24,000.00	442,000.00	28,660.00
	02/20/26			2,210.00	2,210.00		442,000.00	
	08/20/26			26,210.00	2,210.00	24,000.00	418,000.00	28,420.00
	02/20/27			2,090.00	2,090.00		418,000.00	
	08/20/27			26,090.00	2,090.00	24,000.00	394,000.00	28,180.00
	02/20/28			1,970.00	1,970.00		394,000.00	
	08/20/28			25,970.00	1,970.00	24,000.00	370,000.00	27,940.00
	02/20/29			1,850.00	1,850.00		370,000.00	
	08/20/29			26,850.00	1,850.00	25,000.00	345,000.00	28,700.00
	02/20/30			1,725.00	1,725.00		345,000.00	
	08/20/30			26,725.00	1,725.00	25,000.00	320,000.00	28,450.00
	02/20/31			1,600.00	1,600.00		320,000.00	
	08/20/31			26,600.00	1,600.00	25,000.00	295,000.00	28,200.00
	02/20/32			1,475.00	1,475.00		295,000.00	
	08/20/32			26,475.00	1,475.00	25,000.00	270,000.00	27,950.00
	02/20/33			1,350.00	1,350.00		270,000.00	
	08/20/33			27,350.00	1,350.00	26,000.00	244,000.00	28,700.00
	02/20/34			1,220.00	1,220.00		244,000.00	
	08/20/34			27,220.00	1,220.00	26,000.00	218,000.00	28,440.00
	02/20/35			1,090.00	1,090.00		218,000.00	
	08/20/35			27,090.00	1,090.00	26,000.00	192,000.00	28,180.00
	02/20/36			960.00	960.00		192,000.00	
	08/20/36			27,960.00	960.00	27,000.00	165,000.00	28,920.00
	02/20/37			825.00	825.00		165,000.00	
	08/20/37			27,825.00	825.00	27,000.00	138,000.00	28,650.00
	02/20/38			690.00	690.00		138,000.00	
	08/20/38			27,690.00	690.00	27,000.00	111,000.00	28,380.00
	02/20/39			555.00	555.00		111,000.00	
	08/20/39			27,555.00	555.00	27,000.00	84,000.00	28,110.00
	02/20/40			420.00	420.00		84,000.00	
	08/20/40			28,420.00	420.00	28,000.00	56,000.00	28,840.00
	02/20/41			280.00	280.00		56,000.00	
	08/20/41			28,280.00	280.00	28,000.00	28,000.00	28,560.00
	02/20/42			140.00	140.00		28,000.00	
	08/20/42			28,140.00	140.00	28,000.00	-	28,280.00
totals			522,527.00	581,469.90	58,942.90	522,527.00		581,469.90

EXHIBIT B

FORM OF NOTE

No. R-1 UNITED STATES OF AMERICA \$522,527
STATE OF MINNESOTA
COUNTY OF RICE
CITY OF FARIBAULT

GENERAL OBLIGATION WATER REVENUE NOTE SERIES 2021

Date of Original Issue: _____, 2021

The City of Faribault, a municipal corporation in Rice County, Minnesota (the "City"), certifies that it is indebted for value received and promises to pay to the Minnesota Public Facilities Authority or registered assigns, the principal sum of \$522,527, or so much thereof as may have been disbursed on August 20 in the years and installments as follows:

<u>Year</u>	<u>Installment</u>	<u>Year</u>	<u>Installment</u>
2022	\$ 9,527	2033	\$ 26,000
2023	23,000	2034	26,000
2024	24,000	2035	26,000
2025	24,000	2036	27,000
2026	24,000	2037	27,000
2027	24,000	2038	27,000
2028	24,000	2039	27,000
2029	25,000	2040	28,000
2030	25,000	2041	28,000
2031	25,000	2042	28,000
2032	25,000		

and to pay interest on so much of the principal amount of the debt as may be disbursed from time to time as provided in the Project Loan Agreement (as defined below) and remains unpaid, from the date of this Note for disbursements made on or prior to that date or from the date of each later disbursement until the principal amount hereof is paid or has been provided for, at the rate of 1.000% per annum on each February 20 and August 20, commencing August 20, 2022.

Principal and Interest Payments. Interest accrues only on the aggregate amount of this Note that has been disbursed under the Bond Purchase and Project Loan Agreement, dated September 8, 2021 (the "Project Loan Agreement"), between the Minnesota Public Facilities Authority (the "PFA") and the City. The principal installments will be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that to the extent any principal amount of this Note is never disbursed, the amount of the principal not disbursed is to be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule is to be reamortized to provide similarly level annual installments of total debt service payments).

Interest on this Note includes amounts treated by the PFA as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire transfer of immediately available funds, or by check or draft mailed at least five (5) business days prior to the payment date to the person in whose name this Note is registered in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note is subject to optional or mandatory redemption and prepayment in whole or in part as provided in the Project Loan Agreement. Any prepayments of this Note shall be applied pursuant to Section 1.6 of the Project Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Section 444.075, as amended, for the purpose of providing money to finance eligible project costs of the City's municipal water system, and is payable out of the Debt Service Account of the Water Fund of the City, to which account have been pledged net revenues of the City's municipal water system. This Note constitutes a general obligation of the City, and to provide money for the prompt and full payment of said principal installments and interest when the same become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration: Transfer. This Note must be registered in the name of the payee on the books of the City by presenting this Note for registration to the City Administrator, who will endorse the City Administrator's name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the

registered owner or owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the City Administrator.

Fees Upon Transfer or Loss. The City Administrator may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Project Loan Agreement. The terms and conditions of the Project Loan Agreement are incorporated herein by reference and made a part hereof. The Project Loan Agreement may be attached to this Note and must be attached to this Note if the holder of this Note is any person other than the PFA.

Tax-Exempt Obligation. The City intends that the interest on this Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Qualified Tax-Exempt Obligation. The City Council has designated this Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Note, have been done, have happened and have been performed in regular and due form, time and manner required by law; that the City has covenanted and agreed with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to its municipal water system at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the City will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, if the net revenues from the municipal water system and any other revenues irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional, charter, or statutory limitation of indebtedness.

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

I, the undersigned, being the duly qualified City Administrator of the City of Faribault, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of said City held on October 26, 2021, with the original thereof on file in my office and the same is a full, true and correct copy thereof, insofar as the same relates to the issuance and sale of the City's General Obligation Water Revenue Note, Series 2021, in the original aggregate principal amount of \$522,527.

WITNESS My hand as City Administrator and the corporate seal of the City this ____ day of _____, 2021.

(SEAL)

City Administrator
City of Faribault, Minnesota



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: October 26, 2021
SUBJECT: Approve Quote to Purchase and Install
Playground at Prairie Park

Background:

Installation of a playground is the next programmed phase of development for Prairie Park. We recently requested quotes for the playground equipment. We received a quote for the playground equipment, freight, labor and wood fiber from Webber Recreational Design, Inc. for the amount of \$95,702.04. This quote is a Sourcewell contract bid which is a purchasing organization that the City of Faribault is a member of and is similar to the state bid contract. Preparation of the site will be done by the Parks Department.

A copy of the playground plan, approved by the Parks & Recreation Advisory Board, was mailed to neighboring residents requesting responses regarding the layout and proposal. Multiple calls were received in support of the playground. The main question was the location of the playground within the park and it was determined to install it in the southeast corner of the park.

In the 2021 CIP, \$100,000 was budgeted for this amenity.

Recommendation:

Staff recommends approval of the quote from Webber Recreational Design, Inc. for \$95,702.04 for playground equipment and installation at Prairie Park.

Attachments:

1. Playground Design
2. Quote
3. Sourcewell Contract





Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0013213145
CUSTOMER: 5502B05
Project: R0013_4434255532_06

Prepared For:

Paul
CITY OF FARIBAULT
15 W. DIVISION ST.
FARIBAULT, MN 55021
(507) 334-2064 (phone)
ppeanasky@ci.faribault.mn.us

Project Name & Location:

Prairie Ridge Park

Prepared by:

Webber Recreational Design, Inc.

1442 Brooke Court
Hastings, MN 55033
(651) 438-3630 (phone)
(651) 438-3939 (fax)
jwebber@webberrec.com

Ship To Address:

Paul Peanasky
Parks Department
2345 NW 8th Ave
Faribault, MN 55021
(507) 334-2064 (phone)
ppeanasky@ci.faribault.mn.us

End User:

Paul
CITY OF FARIBAULT
15 W. DIVISION ST.
FARIBAULT, MN 55021
(507) 334-2064 (phone)
ppeanasky@ci.faribault.mn.us

Quote Number: R0013213145
Quote Date: 10/20/2021
Valid For: 30 Days From Quote Date

5-12

Product line: KidsChoice
Age group: 5-12

Global defaults

Accent	WHITE	Anti-Microbial
Accent Climber	WHITE	Anti-Microbial
Accent Enclosure	WHITE	Anti-Microbial
Clamp	WHITE	Anti-Microbial
Post	BLUE	
Post - FS	BLUE	
PVC	BLUE	
Rockite	RED	
Rockite 01	BLUE	
Rockite 02	RED	
Rockite 03	BLUE	
Rockite 04	RED	
Rockite 05	BLUE	
Rockite Orb 01	BLUE	
Rockite Orb 02	RED	
Rockite Orb 03	BLUE	
Rockite Orb 04	RED	
Slide Canopy	RED	

10/20/2021
QUOTE: R0013213145

Page 1 of 6

Slide Rockite	RED
Spiral Barrel	BLUE
Spiral Canopy	RED-BLUE

Components

Part Number	Description	Qty
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	2
7145493	5" OD X 112" POST (3' DECK)	2
7145494	5" OD X 124" POST (4' DECK)	2
714552	5" OD X 136" POST (3' TO 5' DECKS)	2
714553	5" OD X 160" POST (5'6" TO 6'6" DECKS)	2
7146771	HURRICANE BRIDGE, INCLINED 2'	1
7146915	DOME CLIMBER W/ORBS (5' DECK)	1
71474859	6'2" TYPHOON II SLIDE 360 DEG (5' DECK)	1
7147634	DINOSAUR PANEL	1
71485139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1
7149071U	"L" SLIDE RH, ROCKITE VORTEX (3' DECK)	1
7149961	CARGO CLIMBER W/HANDRAILS (3' DECK)	1
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1
787003	WELCOME SIGN AGES 5-12, FREESTANDING	1

Freestanding

Product line: Freestanding
Age group: 5-12

Global defaults

Accent (No Anti-Microbial)	RED
Leg	BLUE
Paint - Single Color	Paint Red
Post (No Anti-Microbial)	BLUE
Rockite	RED
Swing Seat	RED
Toprail	WHITE Anti-Microbial
Touch Up Paint	
Vinyl - Paint	Vinyl Blue Paint White

Components

Part Number	Description	Qty
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2
305	INCLUSIVE WHIRL	1
4502	CONCERTO VIBES	1
4508	CONCERTO 5-CONGAS	1
7188522HH	3 1/2" OD ARCH FRAME 8' TR (2) GEN ST REQ MC	1
7188522X	3 1/2" OD ARCH ADD-A-BAY 2 SEATS REQ MC	1
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1
MRSP300P	SWING W/CHAIN 4' PERFORATED	1
MRSP310N	POST ROUND ING	1

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2-5

Product line: TotsChoice

Age group: 2-5

Global defaults

Accent	WHITE	Anti-Microbial
Accent Climber	WHITE	Anti-Microbial
Accent Enclosure	WHITE	Anti-Microbial
BigTimber Roof	RED	
Cham -Canopy	RED	
Cham -Exit	RED	
Cham -Right Low Bank	RED	
Cham -Start of Slide	RED	
Clamp	WHITE	Anti-Microbial
Drum Medium	BLUE	
Drum Small	RED	
Panel	BLUE-WHITE-BLUE	
Post	BLUE	
Post - FS	BLUE	
PVC	BLUE	
Rockite	RED	

Components

Part Number	Description	Qty
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	1
7185494	3 1/2" OD X 118" POST (4' DECK)	3
718574	3 1/2" OD X 180" POST FOR RF (5'6"TO 6'6" DK)	1
718620	BIG TIMBER POST TOPPER	1
718670	CHAMELEON II ENTRY & EXIT 2'6" - 4'6"	1
7186705	CHAMELEON II RIGHT SECTION	1
71871513HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1
718719	CLIFF CLIMBER (3' & 5' DECK)	1
7187631	CRITTER PUZZLE PANEL	1
71885149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1
787001	WELCOME SIGN AGES 2-5, FREESTANDING	1

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RiskSign_Included

Product line: Freestanding

Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1

Additional Items

Part Number	Description	Qty
925961	THUMB DRIVE 2GB - MREC	1
926021	MREC CARD F/THUMB DRIVE	1
926458	LABEL,GENERATION SWG, 2YR-12YR, MR	1
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
3.5" PIP	539sq. ft. of 3.5" Poured In Place 50/50	1	0.00	12,670.00	12,670.00
Class 5 Sub Base	4" Class 5 Sub Base Installed and Compacted for PIP	1	0.00	1,870.00	1,870.00
Drainage Rock	Drainage Pea Gravel Installed	1	0.00	2,540.00	2,540.00
Filter Fabric	Supply and Install Filter Fabric	1	0.00	915.00	915.00
Tamarack	140 Cu. Yds. of Tamarack EWF Delivered and Installed	1	0.00	4,270.00	4,270.00

Totals:

Equipment Weight:	6,314.00 lbs
Equipment List:	\$69,828.00
Discount Amount:	-\$20,545.00
Equipment Price:	\$49,283.00
Freight:	\$2,254.04
Installation:	\$21,900.00
Products by Other:	\$22,265.00
Grand Total:	\$95,702.04

Notes:

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QUOTE: R0013213145

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0013213145 **Quote Date:** 10/20/2021 **Equipment:** \$68,493.00 **Grand Total:** \$95,702.04

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

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7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

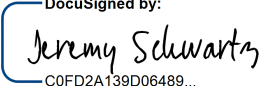
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:

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By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

2/15/2021 | 10:36 PM CST
Date: _____

2/15/2021 | 2:23 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coquette
Title: Executive Director/CEO

2/15/2021 | 10:46 PM CST
Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: October 26, 2021
SUBJECT: Resolution 2021-225 Adopting Special Assessments for the 2021 Street Reconstruction Improvements - Contract 2021-03

Background:

Resolution 2021-203 adopted on September 28, 2021, declared the cost to be assessed and set a special assessment hearing date of October 26, 2021 for the 2021 Street Reconstruction Improvements project – City Contract 2021-03. Notices of the hearing were sent to the benefiting properties and published in the Daily News as required by law.

The assessment rates for street reconstruction for 2021 are as follows, as adopted by Resolution 2020-152, subject to credits per City policy:

Bituminous Street Reconstruction

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

The City has received no written objections to the proposed assessments.

The attached special assessment roll proposes to assess a total of 12 parcels in the amount of \$153,016.85 (14.2%) out of a total estimated project cost of \$1,075,500.00. The assessments will be payable over a period of fifteen (15) years with an interest rate of 2.5%. A copy of the special assessment roll is attached, as well as a copy of the notice that was published and mailed to individual property owners.

Recommendation:

Approve Resolution 2021-225

Attachments:

1. Resolution 2021-225 Adopting Special Assessments for the 2021 Street Reconstruction Improvements - Contract 2021-03
2. (2021-03) Special Assessment Rolls-Final
3. 2021-03 Special Assessment Public Hearing Notice

4. 2021 Street Reconstruction Improvement Proposed Mailing Notice
5. Project Location Map

CITY OF FARIBAULT

RESOLUTION #2021-225

ADOPTING SPECIAL ASSESSMENTS FOR THE 2021 STREET RECONSTRUCTION IMPROVEMENTS - CONTRACT 2021-03

WHEREAS, Resolution 2021-203, adopted on September 28, 2021, established a special assessment hearing date of October 26, 2021, for the 2021 Street Reconstruction Improvements project (Contract 2021-03), and;

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed special assessments for said improvement project.

NOW, THEREFORE BE IT RESOLVED, that the proposed assessment roll, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessments against the lands named therein, and each tract of land there included is found to be benefited by the proposed improvement in the amount of the assessment levied against it.

ALSO, BE IT RESOLVED, that such assessments shall be payable in equal annual installments which shall extend over a period of fifteen (15) years and shall bear interest at the rate of 2.50 per cent annum from the date of adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid assessments. Said installments shall be certified upon the property tax list of the County and paid in the same manner as other municipal taxes.

Date Adopted: October 26, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

PARCELID	DEEDHOLD	STREET NUM	STREETNAME	MAIL ADDRESS	MAILCITY	MAIL STATE	MAILZIP	TOTAL FRONTAGE	ASSESSED FRONTAGE	STREET RATE	TOTAL ASSESSMENT
20th Street NW (2nd Avenue NW to East End)											
1819425001	CITY OF FARIBAULT			208 1ST AVE NW	FARIBAULT	MN	55021	100.00	100.00	\$90.00	\$9,000.00
1819450002	SPENCER & PATRICIA WILKER	2005	HWY 3 S	2005 HWY 3 S	FARIBAULT	MN	55021	0.00	66.00	\$75.50	\$4,983.00
1819452001	KWIK TRIP INC	2005	2ND AVE NW	1626 OAK ST	LA CROSSE	WI	54603	196.50	196.50	\$90.00	\$17,685.00
1819452002	KWIK TRIP INC			1626 OAK ST	LA CROSSE	WI	54603	66.00	66.00	\$90.00	\$5,940.00
1830125001	KB ENTERPRISES OF FARIBAULT	103	20TH ST NW	2035 7TH ST NW	FARIBAULT	MN	55021	0.00	100.00	\$90.00	\$9,000.00
1830125009	CITY OF FARIBAULT			208 1ST AVE NW	FARIBAULT	MN	55021	100.00	100.00	\$90.00	\$9,000.00
1830126003	MALECHA PROPERTIES LLC	1955	2ND AVE NW	23227 BAGLEY AVE	FARIBAULT	MN	55021	241.78	241.78	\$90.00	\$21,760.20
1830125002	CITY OF FARIBAULT			208 1ST AVE NW	FARIBAULT	MN	55022	0.00	100.00	\$75.50	\$7,550.00
											\$84,918.20
Faribault Road (Highland Place to South End)											
1801201011	CATEL LLC	1033	FARIBAULT RD	30 5TH ST NW	FARIBAULT	MN	55021	405.51	405.51	\$90.00	\$36,495.90
1801201012	INDEPENDENT SCHOOL DISTRICT 656	1051	FARIBAULT RD	710 17TH ST SW	FARIBAULT	MN	55021	120.00	120.00	\$90.00	\$10,800.00
1801202005	CAVE CREEK LLC	1001	FARIBAULT RD	5353 GAMBLE DR STE 300	MINNEAPOLIS	MN	55416	351.55	175.78	\$90.00	\$15,819.75
1801300001	WILLIAM L & NANCY J PERRY	1101	FARIBAULT RD	1101 FARIBAULT RD	FARIBAULT	MN	55021	0.00	66.00	\$75.50	\$4,983.00
										\$75.50	\$0.00
											\$68,098.65

Total	\$153,016.85
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	Corner Lot - Sideyard Credit Applied.
	Previous project assessment credit applied.
	Capped at 100' per CC direction (Low Density Residential Only)
	Non-Assessable Frontage
	Irregular Frontage (Flag Lot)

2021 Special Assessment Rates - Reconstruction	
Low Density Residential	\$75.50 /foot
High Density Residential	\$83.00 /foot
Commercial/Industrial/Institutional	\$90.00 /foot

NOTICE OF PUBLIC HEARING ON PROPOSED ASSESSMENT

October 9, 2021
Faribault, Minnesota

To Whom It May Concern:

Notice is hereby given that the City Council of Faribault will meet in the Council Chambers of City Hall, 208 NW First Avenue, at 6:00 p.m. on Tuesday, October 26, 2021, to consider, and possibly adopt, the proposed assessment for the 2021 Street Reconstruction Improvement project, including the removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration and related improvements. Adoption by the City Council of the proposed assessment may occur at the hearing. The following is the area proposed to be assessed:

20th Street NW	(2nd Avenue NW to East End)
Faribault Road	(Highland Place to South End)
Lofts at Evergreen Knoll	(Utility Relocation Only)

The total cost of the improvements is estimated to be \$1,075,500.00 of which \$153,016.85 is proposed to be specially assessed.

Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable in 2022, and will bear interest at the rate of 2.5 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Faribault. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Faribault the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of the interest that will apply will be 2.5 percent per year. The right to partially prepay the assessment according to Ordinance No. 2014-10 is available until such time that the assessment is certified to the county auditor for collection.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$153,016.85. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minnesota Statute §§ 435.193 to 435.195 and City Ordinance No. 2014-10, the Council may, in its discretion, defer the payment of the special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provide in that law and Ordinance No. 2014-10, all amounts accumulated plus applicable interest shall become due. Any assessed property owner meeting the requirements of this law and Ordinance No. 2014-10 may, within 30 days of the confirmation of the assessment, apply to the City Administrator for the prescribed form for such deferral of payment of this special assessment on his/her property.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony present to the Council.
5. The entire proceedings will be video and audio-recorded.
6. At the close of presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing and will prepare written findings concerning the amount of the assessment.

An owner may appeal an assessment to district court pursuant to Minnesota Statute §§ 429.081 by serving notice of the appeal upon the Mayor or City Administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Administrator.

BY ORDER OF THE CITY COUNCIL

Timothy C. Murray
City Administrator
Page 116 of 235
FDN 10/9 108605

**CITY OF FARIBAULT
AFFIDAVIT OF DISTRIBUTING NOTICES**

State of Minnesota)

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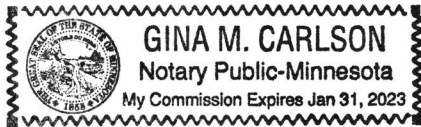
County of Rice)

Project:

2021 Street Reconstruction (2021-03)

Proposed Assessment Notice

Ann M. Remold, being first duly sworn, deposes and says: I am a United States citizen, over 21 years of age and the Accounting Supervisor of the City of Faribault, Minnesota. On, October 7, 2021 acting on behalf of said City, I caused a copy of the attached notices of special assessment notice to be delivered to the attached list of persons at the addresses appearing opposite their respective names.



A handwritten signature in cursive script, appearing to read "Ann M. Remold".

Ann M. Remold
Accounting Supervisor

Subscribed and sworn to before me
this 7th Day of October, 2021.

A handwritten signature in cursive script, appearing to read "Gina M. Carlson".

Notary Public

**CITY OF FARIBAULT
2021 STREET RECONSTRUCTION**

		City	State	Zip	Assessment
18.19.4.25.001 City of Faribault	208 1st Ave NW	Faribault	MN	55021	9,000.00
18.19.4.50.002 Spencer & Patricia Wilker	2005 Hwy 3 S	Faribault	MN	55021	4,983.00
18.19.4.52.001 Kwik Trip Inc.	1626 Oak St	LaCrosse	WI	54603	17,685.00
18.19.4.52.002 Kwik Trip Inc.	1626 Oak St	LaCrosse	WI	54603	5,940.00
18.30.1.25.001 KB Enterprises of Faribault	2035 7th St NW	Faribault	MN	55021	9,000.00
18.30.1.25.009 City of Faribault	208 1st Ave NW	Faribault	MN	55021	9,000.00
18.30.1.26.003 Malecha Properties LLC	23227 Bagley Ave	Faribault	MN	55021	21,760.20
18.30.1.25.002 City of Faribault	208 1st Ave NW	Faribault	MN	55021	7,550.00
18.01.2.01.011 Catel LLC	30 5th St NW	Faribault	MN	55021	36,495.90
18.01.2.01.012 Independent School District 656	710 17th St SW	Faribault	MN	55021	10,800.00
18.01.2.02.005 Cave Creek LLC	5353 Gamble Dr Ste 300	Minneapolis	MN	55416	15,819.75
18.01.3.00.001 William L & Nancy J Perry	1101 Faribault Rd	Faribault	MN	55021	4,983.00
					153,016.85

NOTICE OF PUBLIC HEARING ON PROPOSED ASSESSMENT

October 7, 2021

Name
Address
Address

Re: Parcel #
Proposed Assessment Amount:

To Whom It May Concern:

Notice is hereby given that the City Council of Faribault will meet in the Council Chambers of City Hall, 208 NW First Avenue, at 6:00 p.m. on Tuesday, October 26, 2021, to consider, and possibly adopt, the proposed assessment for the 2021 Street Reconstruction Improvement project, including the removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration and related improvements. Adoption by the City Council of the proposed assessment may occur at the hearing. The following is the area proposed to be assessed:

20th Street NW	(2nd Avenue NW to East End)
Faribault Road	(Highland Place to South End)
Lofts at Evergreen Knoll	(Utility Relocation Only)

The total cost of the improvements is estimated to be \$1,075,000.00 of which \$153,016.85 is proposed to be specially assessed.

The proposed amount to be specially assessed against your particular lot, piece, or parcel of land is \$0.00.

Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable in 2022, and will bear interest at the rate of 2.5 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Faribault. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Faribault the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such

payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of the interest that will apply will be 2.5 percent per year. The right to partially prepay the assessment according to Ordinance No. 2014-10 is available until such time that the assessment is certified to the county auditor for collection.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$153,016.85. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minnesota Statute §§ 435.193 to 435.195 and City Ordinance No. 2014-10, the Council may, in its discretion, defer the payment of the special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provide in that law and Ordinance No. 2014-10, all amounts accumulated plus applicable interest shall become due. Any assessed property owner meeting the requirements of this law and Ordinance No. 2014-10 may, within 30 days of the confirmation of the assessment, apply to the City Administrator for the prescribed form for such deferral of payment of this special assessment on his/her property.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony present to the Council.
5. The entire proceedings will be video and audio-recorded.
6. At the close of presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.

7. The Council may adopt the proposed assessment at the hearing and will prepare written findings concerning the amount of the assessment.

An owner may appeal an assessment to district court pursuant to Minnesota Statute §§ 429.081 by serving notice of the appeal upon the Mayor or City Administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Administrator.

BY ORDER OF THE CITY COUNCIL

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: October 26, 2021
SUBJECT: Resolution 2021-226 Adopting Special Assessments for the 2020 13th Street NW Extension Improvements - Contract 2020-05

Background:

Resolution 2021-204 adopted on September 28, 2021, declared the cost to be assessed and set a special assessment hearing date of October 26, 2021 for the 2020 13th Street NW Extension Improvements project – City Contract 2020-05. Notices of the hearing were sent to the benefited properties and published in the Daily News as required by law.

As this was a petitioned project for construction of a new street, 100% of the eligible project costs were assessed to the benefiting properties minus any credits for developer paid improvements/costs. The break down of the assessments is included on the attached assessment roll. Note the special assessments for the undeveloped parcel (PID 18.25.3.26.011) are proposed to be deferred without interest for a maximum of 15 years or until the parcel is subdivided, developed, or is sold, transferred, or has a change of ownership.

The City has received no written objections to the proposed assessments.

The attached special assessment roll proposes to assess a total of 6 parcels in the amount of \$259,581.82. The assessments will be payable over a period of fifteen (15) years with an interest rate of 3.15%. A copy of the special assessment roll is attached, as well as a copy of the notice that was published and mailed to individual property owners.

Recommendation:

Approve Resolution 2021-226

Attachments:

1. Resolution 2021-226 Adopting Special Assessments for the 2020 13th Street NW Extension Improvements - Contract 2020-05
2. 2020-05 Special Assessment Rolls Final
3. 2020-05 Assessment Deferral Certificate

4. 13th Street NW (2020-05) Notice of Proposed Assessment
5. 2020-05 Special Assessment Hearing Public Notice
6. 2020-05 Location Map

CITY OF FARIBAULT

RESOLUTION #2021-226

ADOPTING SPECIAL ASSESSMENTS FOR THE 2020 13TH STREET NW EXTENSION IMPROVEMENTS - CONTRACT 2020-05

WHEREAS, Resolution 2021-204, adopted on September 28, 2021, established a special assessment hearing date of October 26, 2021, for the 2020 13th Street NW Extension Improvements project (Contract 2020-05), and;

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed special assessments for said improvement project.

NOW, THEREFORE BE IT RESOLVED, that the proposed assessment roll, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessments against the lands named therein, and each tract of land there included is found to be benefited by the proposed improvement in the amount of the assessment levied against it.

ALSO, BE IT RESOLVED, that such the special assessment in the amount of \$136,155.54 for the improvements to 13th Street NW for Outlot A, Stoneridge Addition, Parcel Identification #18.25.3.26.011, shall be deferred as undeveloped property pursuant to Minnesota Statutes Section 429.061, Subd. 2 and City Code Sec. 12-6 for a maximum of fifteen (15) years with no interest. The deferred assessment shall become due and payable to the City upon when the parcel is subdivided, developed, or is sold, transferred, or has a change of ownership of any part of the parcel. Should the assessment not be paid prior to December 31, 2036, the assessment will be placed on the tax roll with the terms outlined in the paragraph below of equal annual installments over a period of fifteen (15) years at 3.15 per cent annum. A certificate of the deferred assessment shall also be filed with Rice County.

ALSO, BE IT RESOLVED, that such assessments shall be payable in equal annual installments which shall extend over a period of fifteen (15) years and shall bear interest at the rate of 3.15 per cent annum from the date of adoption of this assessment resolution. To the first installment shall be

added interest on the entire assessment from the date of this resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid assessments. Said installments shall be certified upon the property tax list of the County and paid in the same manner as other municipal taxes.

Date Adopted: October 26, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

PARCELID	DEEDHOLD	STREET NUM	STREETNAME	MAIL ADDRESS	MAILCITY	MAIL STATE	MAILZIP	TOTAL ASSESSMENT
13th Street NW (Western Avenue to 600-ft East of Western Avenue)								
1825327027	RICK CASHIN CONSTRUCTION INC	2145	13TH STREET NW	1137 HULETT AVENUE	FARIBAULT	MN	55021	\$24,685.26
1825327028	RICK CASHIN CONSTRUCTION INC	2135	13TH STREET NW	1137 HULETT AVENUE	FARIBAULT	MN	55021	\$24,685.26
1825327029	RICK CASHIN CONSTRUCTION INC	2125	13TH STREET NW	1137 HULETT AVENUE	FARIBAULT	MN	55021	\$24,685.26
1825327032	RICK CASHIN CONSTRUCTION INC	2225	13TH STREET NW	1137 HULETT AVENUE	FARIBAULT	MN	55021	\$24,685.26
1825327036	RICK CASHIN CONSTRUCTION INC	2215	13TH STREET NW	1137 HULETT AVENUE	FARIBAULT	MN	55021	\$24,685.26
1825326011	RVS LEASING LLC		13TH STREET NW	NAD KAZANKOU 41	PRAGUE	CZECH	17100	\$136,155.54
								\$259,581.82

State of Minnesota
County of Rice
City of Faribault

**City Administrator's Certificate as to
Deferred Assessment under [Minnesota
Statutes, Section 435.193 to 435.195
(Hardship Assessment Deferral for Seniors or
Disabled) or Minnesota Statutes, Section
429.061, Subdivision 2 (Assessment Deferral
for Undeveloped Land)]**

The undersigned duly appointed and acting City Administrator of the City of Faribault, Minnesota, certifies that the following special assessment and interest thereon have been deferred by the City Council pursuant to [Minnesota Statutes, Section 435.193 to 435.195 (Hardship Assessment Deferral for Seniors or Disabled) or Minnesota Statutes, Section 429.061, Subdivision 2 (Assessment Deferral for Undeveloped Land)].

Date of adoption of assessment: Resolution/Assessment roll attached as Exhibit A

Legal description of property assessed: See Exhibit B

Amount of assessment deferred: \$ _____

Assessment deferred until: _____

Dated: _____, 2021

City Administrator

Exhibit A

[Insert Approval Resolution and Adopted Assessment Roll]

Exhibit B

Outlot A, Stoneridge Addition

Parcel Identification #18.25.3.26.011

**CITY OF FARIBAULT
AFFIDAVIT OF DISTRIBUTING NOTICES**

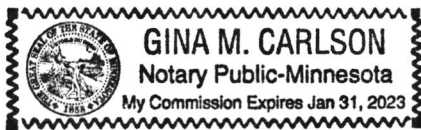
State of Minnesota)

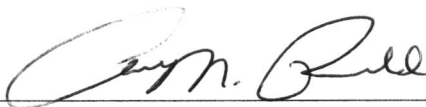
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County of Rice)

Project: **2020 13th St NW Extension Improvement
(2020-05)
Proposed Assessment Notice**

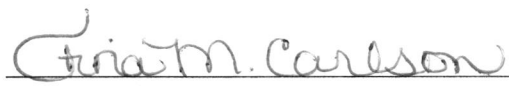
Ann M. Remold, being first duly sworn, deposes and says: I am a United States citizen, over 21 years of age and the Accounting Supervisor of the City of Faribault, Minnesota. On, October 7, 2021 acting on behalf of said City, I caused a copy of the attached notices of special assessment notice to be delivered to the attached list of persons at the addresses appearing opposite their respective names.





Ann M. Remold
Accounting Supervisor

Subscribed and sworn to before me
this 7th Day of October, 2021.



Notary Public

**CITY OF FARIBAULT
13th Street NW Extension**

		City	State	Zip	Assessment
18.25.3.27.027 Rick Cashin Construction Inc	1137 Hulett Ave	Faribault	MN	55021	24,685.26
18.25.3.27.028 Rick Cashin Construction Inc	1137 Hulett Ave	Faribault	MN	55021	24,685.26
18.25.3.27.029 Rick Cashin Construction Inc	1137 Hulett Ave	Faribault	MN	55021	24,685.26
18.25.3.27.032 Rick Cashin Construction Inc	1137 Hulett Ave	Faribault	MN	55021	24,685.26
18.25.3.27.036 Rick Cashin Construction Inc	1137 Hulett Ave	Faribault	MN	55021	24,685.26
18.25.3.26.011 RVS Leasing LLC	Nad Kazankou 41	Prague	Czech	17100	136,155.54
					259,581.84

NOTICE OF PUBLIC HEARING ON PROPOSED ASSESSMENT

October 7, 2021

Name
Address
Address

Re: Parcel #
Proposed Assessment Amount:

To Whom It May Concern:

Notice is hereby given that the City Council of Faribault will meet in the Council Chambers of City Hall, 208 NW First Avenue, at 6:00 p.m. on Tuesday, October 26, 2021, to consider, and possibly adopt, the proposed assessment for the 2020 13th Street NW Extension Improvement project, including the construction of curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, watermain, bituminous paving, pavement markings, engineering, street lighting, and related improvements. Adoption by the City Council of the proposed assessment may occur at the hearing. The following is the area proposed to be assessed:

13th Street NW (Western Avenue to 600 ft East of Western Ave)

The total cost of the improvements is estimated to be \$315,000.00 of which \$259,581.82 is proposed to be specially assessed.

The proposed amount to be specially assessed against your particular lot, piece, or parcel of land is \$0.00.

Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable in 2022, and will bear interest at the rate of 3.15 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Faribault. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Faribault the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the

date given above the rate of the interest that will apply will be 3.15 percent per year. The right to partially prepay the assessment according to Ordinance No. 2014-10 is available until such time that the assessment is certified to the county auditor for collection.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$259,581.82. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minnesota Statute §§ 435.193 to 435.195 and City Ordinance No. 2014-10, the Council may, in its discretion, defer the payment of the special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provide in that law and Ordinance No. 2014-10, all amounts accumulated plus applicable interest shall become due. Any assessed property owner meeting the requirements of this law and Ordinance No. 2014-10 may, within 30 days of the confirmation of the assessment, apply to the City Administrator for the prescribed form for such deferral of payment of this special assessment on his/her property.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony present to the Council.
5. The entire proceedings will be video and audio-recorded.
6. At the close of presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing and will prepare written findings concerning the amount of the assessment.

An owner may appeal an assessment to district court pursuant to Minnesota Statute §§ 429.081 by serving notice of the appeal upon the Mayor or City Administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Administrator.

BY ORDER OF THE CITY COUNCIL

Timothy C. Murray
City Administrator

NOTICE OF PUBLIC HEARING ON PROPOSED ASSESSMENT

October 9, 2021
Faribault, Minnesota

To Whom It May Concern:

Notice is hereby given that the City Council of Faribault will meet in the Council Chambers of City Hall, 208 NW First Avenue, at 6:00 p.m. on Tuesday, October 26, 2021, to consider, and possibly adopt, the proposed assessment for the 2020 13th Street NW Extension Improvement project, including the construction of curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, watermain, bituminous paving, pavement markings, engineering, street lighting, and related improvements. Adoption by the City Council of the proposed assessment may occur at the hearing. The following is the area proposed to be assessed:

13th Street NW (Western Avenue to 600 ft East of Western Ave)

The total cost of the improvements is estimated to be \$315,000.00 of which \$259,581.82 is proposed to be specially assessed.

Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable in 2022, and will bear interest at the rate of 3.15 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Faribault. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Faribault the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of the interest that will apply will be 3.15 percent per year. The right to partially prepay the assessment according to Ordinance No. 2014-10 is available until such time that the assessment is certified to the county auditor for collection.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$259,581.82. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minnesota Statute §§ 435.193 to 435.195 and City Ordinance No. 2014-10, the Council may, in its discretion, defer the payment of the special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provide in that law and Ordinance No. 2014-10, all amounts accumulated plus applicable interest shall become due. Any assessed property owner meeting the requirements of this law and Ordinance No. 2014-10 may, within 30 days of the confirmation of the assessment, apply to the City Administrator for the prescribed form for such deferral of payment of this special assessment on his/her property.

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1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony present to the Council.
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An owner may appeal an assessment to district court pursuant to Minnesota Statute §§ 429.081 by serving notice of the appeal upon the Mayor or City Administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Administrator.

BY ORDER OF THE CITY COUNCIL

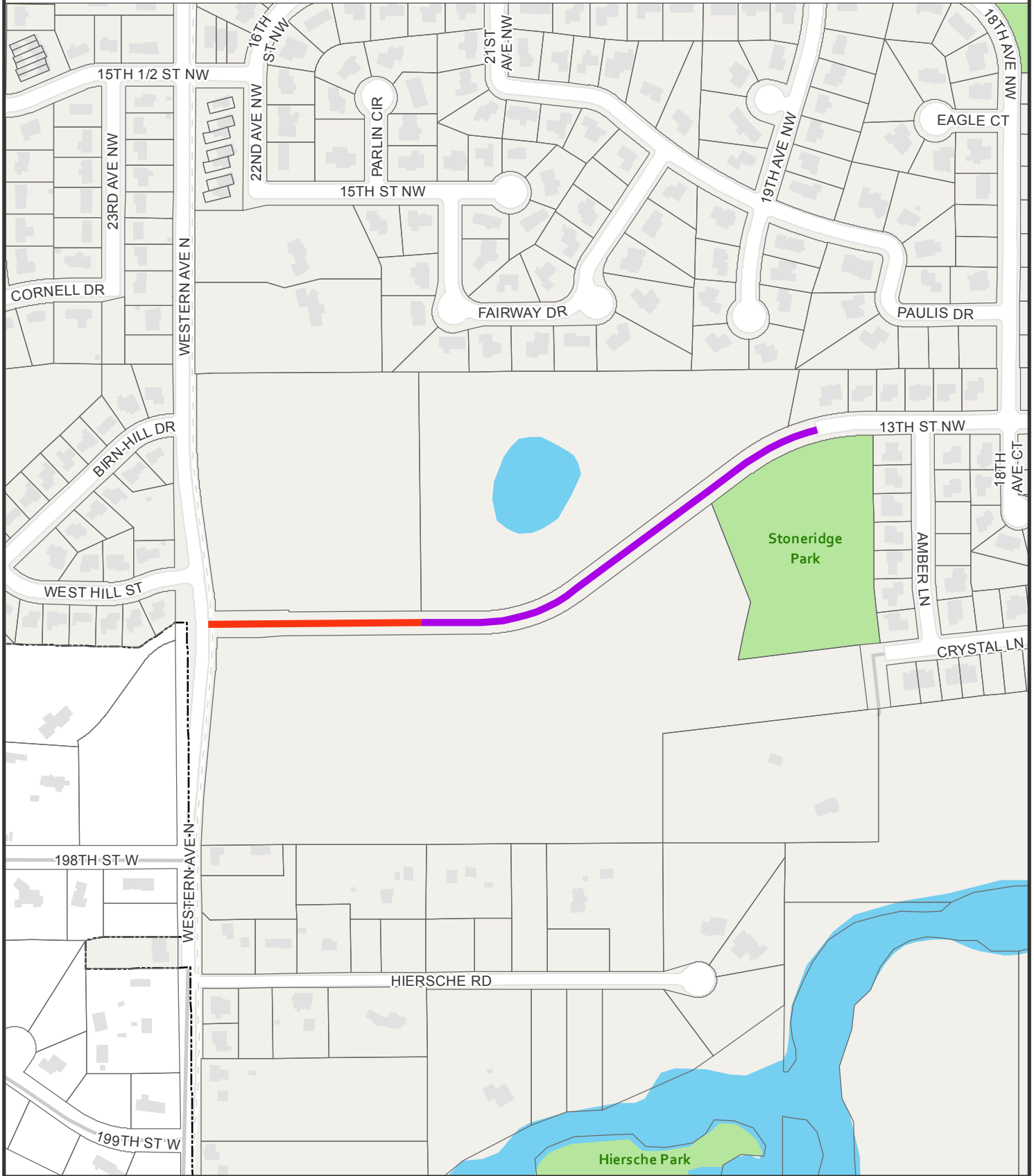
Timothy C. Murray
City Administrator

Project Location Map

Contract 2020-05

13th St NW Construction

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.



0 100 200 300 400 Feet



Project/Plan "B" Location Plan "A" Location City Limits



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: October 26, 2021
SUBJECT: Resolution 2021-223 Awarding the Sale of General Obligation Refunding Bonds, Series 2021B in the Original Aggregate Principal Amount of \$6,450,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for the Redemption of Bonds Refunded Thereby

Background:

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

At the October 12, 2021, City Council Meeting, action was taken through Resolution 2021-219 providing for the issuance and sale of General Obligation Refunding Bonds, Series 2021B, in the proposed aggregate principal amount of \$6,450,000. Action was also taken through resolution 2021-220 authorizing Northland Securities as the Municipal Advisor for the issuance of the bonds.

Attached is the form of resolution 2021-223 to be considered for awarding the sale of the above referenced bonds. Once the final sale results and information is available following the opening of proposals on Tuesday, October 26, 2021 at 10:30am, an updated resolution will be sent prior to the City Council meeting.

Tammy Omdal, our Municipal Advisor from Northland Securities, will be at the meeting to review the results of the proposals for consideration of awarding the sale.

Recommendation:

Staff is recommending authorization of Resolution 2021-223 Awarding the Sale of General Obligation Refunding Bonds, Series 2021B in the Original Aggregate Principal Amount of \$6,450,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment.

Attachments:

1. SaleSummary
2. Resolution 2021-223 Awarding the Sale of GO Refunding Bonds Series 2021B



City of Faribault, Minnesota
\$5,610,000 General Obligation Refunding Bonds, Series 2021B

Bond Sale Summary
October 26, 2021

PURPOSE: Current refund the City's General Obligation Crossover Refunding Bonds, Series 2012A on February 1, 2022, current refund the City's General Obligation Bonds, Series 2014A on December 15, 2021, and to pay the costs associated with the issuance of the Bonds.

FINANCE PLAN: The Bonds have been structured to result in relatively level annual debt service savings payments over the life of the Bonds. The 2012A Bonds have moved from a February 1 principal date to December 15 principal date. The payment dates will remain on the same levy cycle as the original issue.

RATING: The City's rating of "AA" was affirmed by S&P Global Ratings. The rating report highlighted the City's very strong management, strong budgetary flexibility, and very strong debt and contingent liability position.

RESULTS:

- The City received six bids.
- Bonds were purchased by Piper Sandler & Co., Minneapolis, MN.

	Final Results on <u>10/26/21</u>
Par Amount	\$ 5,610,000
Average Coupon	4.58%
True Interest Cost (TIC)	0.87%
All Inclusive Cost (AIC)	1.09%
2012A Savings	\$ 189,498
2012A Present Value Savings (%)	3.26%
2014A Savings	\$ 81,146
2014A Present Value Savings (%)	6.38%



EXHIBIT A - BID TAB

TABULATION OF BIDS CITY OF FARIBAULT, MINNESOTA

\$6,450,000[†]

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B

AWARD: PIPER SANDLER & CO.

DATE OF SALE: TUESDAY, OCTOBER 26, 2021

S&P GLOBAL RATINGS UNDERLYING RATING: "AA"

BIDDER	PURCHASE PRICE	NET INTEREST COST	TRUE INTEREST COST (TIC)
PIPER SANDLER & CO. Minneapolis, MN Syndicate: Cantor Fitzgerald, Truist	\$7,334,356.45	\$223,691.05	0.8514319%
BOK FINANCIAL SECURITIES, INC. Dallas, TX	\$6,949,835.20	\$221,302.30	0.8727447%
BNYMELLON CAPITAL MARKETS Pittsburgh, PA	\$7,183,999.25	\$227,517.42	0.8759156%
ROBERT W. BAIRD & CO., INC. Milwaukee, WI	\$7,341,272.00	\$241,208.56	0.9155482%
STONEX FINANCIAL INC. Atlanta, GA	\$7,401,687.70	\$250,208.13	0.9424052%
RAYMOND JAMES & ASSOCIATES, INC. Memphis, TN	\$7,346,055.25	\$256,745.03	0.9746134%

[†] Par amount decreased from \$6,450,000 to \$5,610,000. The adjusted purchase price is \$6,400,712.56, plus accrued interest from the date of issue to the date of delivery, and the adjusted TIC is 0.8658346%.



EXHIBIT B - SOURCES AND USES

	2012A	2014A	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$4,605,000.00	\$1,005,000.00	\$5,610,000.00
Reoffering Premium	672,065.10	143,565.00	815,630.10
Total Sources	\$5,277,065.10	\$1,148,565.00	\$6,425,630.10
Uses Of Funds			
Total Underwriter's Discount (0.444%)	20,453.70	4,463.84	24,917.54
Costs of Issuance	41,678.95	9,096.05	50,775.00
Deposit to Current Refunding Fund	5,215,000.00	1,130,000.00	6,345,000.00
Rounding Amount	(67.55)	5,005.11	4,937.56
Total Uses	\$5,277,065.10	\$1,148,565.00	\$6,425,630.10



EXHIBIT C -DEBT SERVICE SAVINGS SCHEDULE

Total

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	1,057,483.75	1,052,546.19	1,057,483.75	4,937.56
02/01/2023	1,096,848.89	-	1,096,848.89	1,130,367.50	33,518.61
02/01/2024	1,091,200.00	-	1,091,200.00	1,125,467.50	34,267.50
02/01/2025	1,042,950.00	-	1,042,950.00	1,084,855.00	41,905.00
02/01/2026	1,044,950.00	-	1,044,950.00	1,079,405.00	34,455.00
02/01/2027	1,049,700.00	-	1,049,700.00	1,088,655.00	38,955.00
02/01/2028	586,950.00	-	586,950.00	621,605.00	34,655.00
02/01/2029	565,350.00	-	565,350.00	603,000.00	37,650.00
02/01/2030	128,750.00	-	128,750.00	139,050.00	10,300.00
Total	\$6,606,698.89	\$1,057,483.75	\$7,659,245.08	\$7,929,888.75	\$270,643.67

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	251,192.15
Net PV Cashflow Savings @ 0.759%(Bond Yield).....	251,192.15
Contingency or Rounding Amount.....	4,937.56
Net Present Value Benefit	\$256,129.71
Net PV Benefit / \$6,676,822.25 PV Refunded Debt Service	3.836%
Net PV Benefit / \$6,345,000 Refunded Principal...	4.037%
Net PV Benefit / \$5,610,000 Refunding Principal..	4.566%

2012A

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	870,927.50	870,995.05	870,927.50	(67.55)
02/01/2023	909,964.86	-	909,964.86	935,655.00	25,690.14
02/01/2024	907,950.00	-	907,950.00	934,055.00	26,105.00
02/01/2025	901,950.00	-	901,950.00	932,155.00	30,205.00
02/01/2026	904,450.00	-	904,450.00	929,955.00	25,505.00
02/01/2027	909,950.00	-	909,950.00	937,455.00	27,505.00
02/01/2028	448,200.00	-	448,200.00	474,455.00	26,255.00
02/01/2029	431,600.00	-	431,600.00	459,900.00	28,300.00
Total	\$5,414,064.86	\$870,927.50	\$6,285,059.91	\$6,474,557.50	\$189,497.59

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	177,764.68
Net PV Cashflow Savings @ 0.759%(Bond Yield).....	177,764.68
Contingency or Rounding Amount.....	(67.55)
Net Present Value Benefit	\$177,697.13
Net PV Benefit / \$5,448,093.00 PV Refunded Debt Service	3.262%
Net PV Benefit / \$5,215,000 Refunded Principal...	3.407%
Net PV Benefit / \$4,605,000 Refunding Principal..	3.859%

Refunding Bond Information

Refunding Dated Date	12/02/2021
Refunding Delivery Date	12/02/2021



2014A

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	186,556.25	181,551.14	186,556.25	5,005.11
02/01/2023	186,884.03	-	186,884.03	194,712.50	7,828.47
02/01/2024	183,250.00	-	183,250.00	191,412.50	8,162.50
02/01/2025	141,000.00	-	141,000.00	152,700.00	11,700.00
02/01/2026	140,500.00	-	140,500.00	149,450.00	8,950.00
02/01/2027	139,750.00	-	139,750.00	151,200.00	11,450.00
02/01/2028	138,750.00	-	138,750.00	147,150.00	8,400.00
02/01/2029	133,750.00	-	133,750.00	143,100.00	9,350.00
02/01/2030	128,750.00	-	128,750.00	139,050.00	10,300.00
Total	\$1,192,634.03	\$186,556.25	\$1,374,185.17	\$1,455,331.25	\$81,146.08

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	73,427.47
Net PV Cashflow Savings @ 0.759%(Bond Yield).....	73,427.47
Contingency or Rounding Amount.....	5,005.11
Net Present Value Benefit	\$78,432.58
Net PV Benefit / \$1,228,729.25 PV Refunded Debt Service	6.383%
Net PV Benefit / \$1,130,000 Refunded Principal..	6.941%
Net PV Benefit / \$1,005,000 Refunding Principal..	7.804%



EXHIBIT D -DEBT SERVICE SCHEDULE

Total

Date	Principal	Coupon	Interest	Total P+I
12/02/2021	-	-	-	-
06/15/2022	-	-	143,248.89	143,248.89
12/15/2022	820,000.00	5.000%	133,600.00	953,600.00
06/15/2023	-	-	113,100.00	113,100.00
12/15/2023	865,000.00	5.000%	113,100.00	978,100.00
06/15/2024	-	-	91,475.00	91,475.00
12/15/2024	860,000.00	5.000%	91,475.00	951,475.00
06/15/2025	-	-	69,975.00	69,975.00
12/15/2025	905,000.00	5.000%	69,975.00	974,975.00
06/15/2026	-	-	47,350.00	47,350.00
12/15/2026	955,000.00	5.000%	47,350.00	1,002,350.00
06/15/2027	-	-	23,475.00	23,475.00
12/15/2027	540,000.00	4.000%	23,475.00	563,475.00
06/15/2028	-	-	12,675.00	12,675.00
12/15/2028	540,000.00	4.000%	12,675.00	552,675.00
06/15/2029	-	-	1,875.00	1,875.00
12/15/2029	125,000.00	3.000%	1,875.00	126,875.00
Total	\$5,610,000.00	-	\$996,698.89	\$6,606,698.89

Yield Statistics

Bond Year Dollars	\$21,747.58
Average Life	3.877 Years
Average Coupon	4.5830329%
Net Interest Cost (NIC)	0.9471688%
True Interest Cost (TIC)	0.8658346%
Bond Yield for Arbitrage Purposes	0.7589975%
All Inclusive Cost (AIC)	1.0853888%

IRS Form 8038

Net Interest Cost	0.7127343%
Weighted Average Maturity	3.954 Years



2012A

Date	Principal	Coupon	Interest	Total P+I
12/02/2021	-	-	-	-
06/15/2022	-	-	118,989.86	118,989.86
12/15/2022	680,000.00	5.000%	110,975.00	790,975.00
06/15/2023	-	-	93,975.00	93,975.00
12/15/2023	720,000.00	5.000%	93,975.00	813,975.00
06/15/2024	-	-	75,975.00	75,975.00
12/15/2024	750,000.00	5.000%	75,975.00	825,975.00
06/15/2025	-	-	57,225.00	57,225.00
12/15/2025	790,000.00	5.000%	57,225.00	847,225.00
06/15/2026	-	-	37,475.00	37,475.00
12/15/2026	835,000.00	5.000%	37,475.00	872,475.00
06/15/2027	-	-	16,600.00	16,600.00
12/15/2027	415,000.00	4.000%	16,600.00	431,600.00
06/15/2028	-	-	8,300.00	8,300.00
12/15/2028	415,000.00	4.000%	8,300.00	423,300.00
Total	\$4,605,000.00	-	\$809,064.86	\$5,414,064.86

Yield Statistics

Bond Year Dollars	\$17,266.29
Average Life	3.749 Years
Average Coupon	4.6858056%
Net Interest Cost (NIC)	0.9119124%
True Interest Cost (TIC)	0.8329600%
Bond Yield for Arbitrage Purposes	0.7589975%
All Inclusive Cost (AIC)	1.0593848%

IRS Form 8038

Net Interest Cost	0.6781849%
Weighted Average Maturity	3.828 Years



2014A

Date	Principal	Coupon	Interest	Total P+I
12/02/2021	-	-	-	-
06/15/2022	-	-	24,259.03	24,259.03
12/15/2022	140,000.00	5.000%	22,625.00	162,625.00
06/15/2023	-	-	19,125.00	19,125.00
12/15/2023	145,000.00	5.000%	19,125.00	164,125.00
06/15/2024	-	-	15,500.00	15,500.00
12/15/2024	110,000.00	5.000%	15,500.00	125,500.00
06/15/2025	-	-	12,750.00	12,750.00
12/15/2025	115,000.00	5.000%	12,750.00	127,750.00
06/15/2026	-	-	9,875.00	9,875.00
12/15/2026	120,000.00	5.000%	9,875.00	129,875.00
06/15/2027	-	-	6,875.00	6,875.00
12/15/2027	125,000.00	4.000%	6,875.00	131,875.00
06/15/2028	-	-	4,375.00	4,375.00
12/15/2028	125,000.00	4.000%	4,375.00	129,375.00
06/15/2029	-	-	1,875.00	1,875.00
12/15/2029	125,000.00	3.000%	1,875.00	126,875.00
Total	\$1,005,000.00	-	\$187,634.03	\$1,192,634.03

Yield Statistics

Bond Year Dollars	\$4,481.29
Average Life	4.459 Years
Average Coupon	4.1870524%
Net Interest Cost (NIC)	1.0830107%
True Interest Cost (TIC)	0.9936064%
Bond Yield for Arbitrage Purposes	0.7589975%
All Inclusive Cost (AIC)	1.1865748%

IRS Form 8038

Net Interest Cost	0.8468525%
Weighted Average Maturity	4.531 Years



EXHIBIT E - PRICING SUMMARY

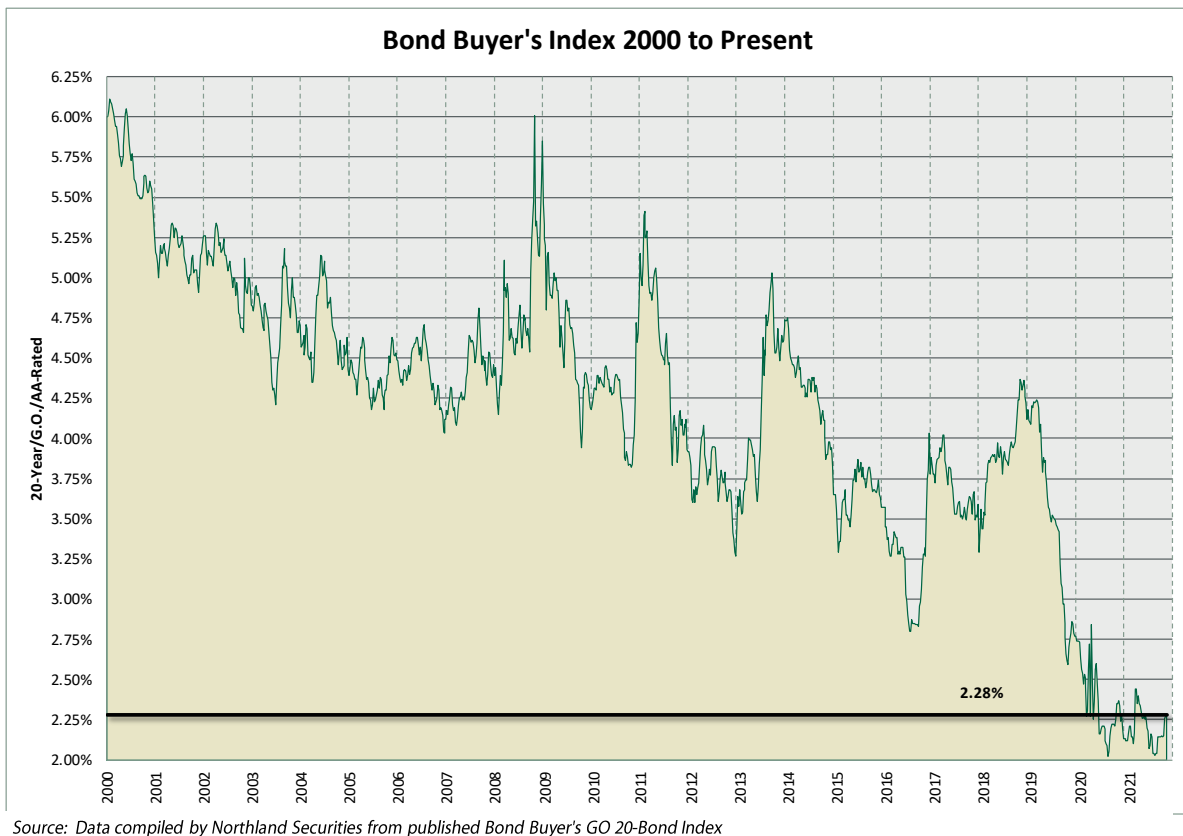
Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/15/2022	Serial Coupon	5.000%	0.250%	820,000.00	104.911%	860,270.20
12/15/2023	Serial Coupon	5.000%	0.300%	865,000.00	109.533%	947,460.45
12/15/2024	Serial Coupon	5.000%	0.450%	860,000.00	113.704%	977,854.40
12/15/2025	Serial Coupon	5.000%	0.600%	905,000.00	117.519%	1,063,546.95
12/15/2026	Serial Coupon	5.000%	0.750%	955,000.00	120.965%	1,155,215.75
12/15/2027	Serial Coupon	4.000%	0.950%	540,000.00	117.850%	636,390.00
12/15/2028	Serial Coupon	4.000%	1.150%	540,000.00	119.209%	643,728.60
12/15/2029	Serial Coupon	3.000%	1.300%	125,000.00	112.931%	141,163.75
Total	-	-	-	\$5,610,000.00	-	\$6,425,630.10

Bid Information

Par Amount of Bonds	\$5,610,000.00
Reoffering Premium or (Discount)	815,630.10
Gross Production	\$6,425,630.10
Total Underwriter's Discount (0.444%)	\$(24,917.54)
Bid (114.095%)	6,400,712.56
Total Purchase Price	\$6,400,712.56



EXHIBIT F - MUNICIPAL MARKET CONDITIONS



150 South 5th Street, Suite 3300, Minneapolis, MN 55402
Main 612-851-5900 / www.northlandsecurities.com
Member FINRA and SIPC, Registered with SEC and MSRB

*Chart for illustration only. This is not an offer to buy or sell securities .
Based on sources believed to be reliable , but not warranted or guaranteed by Northland Securities, Inc. (RC 19-15A/ Muni 19-11A)*

CITY OF FARIBAULT

RESOLUTION #2021-223

**AWARDING THE SALE OF GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2021B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF
\$5,610,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR
EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND PROVIDING
FOR THE REDEMPTION OF BONDS REFUNDED THEREBY**

WHEREAS, pursuant to a resolution adopted by the City Council (the "City Council") of the City of Faribault, Minnesota (the "City") on October 12, 2021, the City authorized the sale of its General Obligation Refunding Bonds, Series 2021B (the "Bonds"), to redeem and prepay the following outstanding obligations of the City:

(a) the General Obligation Crossover Refunding Bonds, Series 2012A (the "Series 2012A Bonds"), dated as of December 1, 2012, issued by the City on December 13, 2012 in the original aggregate principal amount of \$9,910,000, which are currently outstanding in the principal amount of \$6,025,000, of which \$5,215,000 in principal amount is subject to optional redemption on or after February 1, 2022, pursuant to Minnesota Statutes, Chapter 475, as amended, including Sections 475.58, subdivision 1(5), and 475.67, subdivisions 3 and 13, and Section 7.10 of the City Charter, the proceeds of which were used to refinance the construction of a public works facility originally financed in 2006 (the "2006 Public Works Project") and the renovation of a police and public safety facility originally financed in 2008 (the "2008 Public Safety Project"); and

(b) the General Obligation Bonds, Series 2014A (the "Series 2014A Bonds"), dated as of November 1, 2014, issued by the City on November 6, 2014 in the original aggregate principal amount of \$2,295,000, which are currently outstanding in the principal amount of \$1,300,000, of which \$1,130,000 in principal amount is subject to redemption on or after December 15, 2021, pursuant to Minnesota Statutes, Chapters 429 and 475, as amended, and Sections 410.32 and 412.301, as amended, the proceeds of which were used to finance the construction of certain assessable public improvements in the City (the

"2014 Assessable Improvements") and the acquisition of certain items of capital equipment (the "2014 Capital Equipment").

WHEREAS, a tabulation of proposals received is attached hereto as EXHIBIT A.

NOW, THEREFORE BE IT RESOLVED, that the proposal of Piper Sandler & Co., Minneapolis, Minnesota, as syndicate manager (the "Purchaser"), to purchase the Bonds is hereby determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$6,400,712.56 (par amount of \$5,610,000.00, plus original issue premium of \$815,630.10, less underwriter's discount of \$24,917.54), plus accrued interest, if any, to date of delivery, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2022	5.000%	2026	5.000%
2023	5.000	2027	4.000
2024	5.000	2028	4.000
2025	5.000	2029	3.000

True interest cost: 0.8658346%

ALSO, BE IT RESOLVED, that the sum of \$832,787.56, being the amount proposed by the Purchaser in excess of \$5,567,925.00, shall be credited to the accounts in the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the City's Finance Director in consultation with the City's municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

ALSO, BE IT RESOLVED, that the City will forthwith issue and sell the Bonds pursuant to Minnesota Statutes, Chapters 429 and 475, as amended, including Sections 475.58, subdivision 1(5), and 475.67, subdivision 3, Minnesota Statutes, Sections 410.32 and 412.301, as amended, and Section 7.10 of the City Charter (collectively, the "Act"), in the original aggregate principal amount of \$5,610,000, originally dated December 2, 2021, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and which mature serially on December 15 in the years and amounts as follows:

Year	Amount	Year	Amount
2022	\$820,000	2026	\$955,000
2023	865,000	2027	540,000
2024	860,000	2028	540,000
2025	905,000	2029	125,000

(a) \$2,285,000 in principal amount of the Bonds (the "Series 2012A Public Works Refunding Bonds"), maturing on December 15 of the years and in the amounts set forth below, will be used to refinance the 2006 Public Works Project:

Year	Amount	Year	Amount
2022	\$405,000	2025	\$480,000
2023	435,000	2026	510,000
2024	455,000		

(b) \$2,320,000 in principal amount of the Bonds (the "Series 2012A Public Safety Refunding Bonds"), maturing on December 15 of the years and in the amounts set forth below, will be used to refinance the 2008 Public Safety Project:

Year	Amount	Year	Amount
2022	\$275,000	2026	\$325,000
2023	285,000	2027	415,000
2024	295,000	2028	415,000
2025	310,000		

(c) \$945,000 in principal amount of the Bonds (the "Series 2014A Improvement Refunding Bonds"), maturing on December 15 of the years and in the amounts set forth below, will be used to refinance the 2014 Assessable Improvements:

Year	Amount	Year	Amount
2022	\$110,000	2026	\$120,000
2023	115,000	2027	125,000
2024	110,000	2028	125,000
2025	115,000	2029	125,000

(d) The remainder of the Bonds in the principal amount of \$60,000 (the "Series 2014A Equipment Refunding Bonds"), maturing on

December 15 of the years and in the amounts set forth below, will be used to refinance the 2014 Capital Equipment:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$30,000	2023	\$30,000

ALSO, BE IT RESOLVED, that the Bonds are not subject to optional redemption prior to maturity.

ALSO, BE IT RESOLVED, that the Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

ALSO, BE IT RESOLVED, that each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on June 15 and December 15 of each year, commencing June 15, 2022, to the registered owners of record as of the close of business on the first day of the month, whether or not that day is a business day.

ALSO, BE IT RESOLVED, that the City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar" and the "Paying Agent"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount

and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the first day of the month of each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the

Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

ALSO, BE IT RESOLVED, that the City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Finance Director must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

ALSO, BE IT RESOLVED, that the Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds

have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

ALSO, BE IT RESOLVED, that the Bonds will be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

ALSO, BE IT RESOLVED, that the City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

ALSO, BE IT RESOLVED, that the Bonds will be payable from the General Obligation Refunding Bonds, Series 2021B Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Public Works Project Account," the "Public Safety Project Account," the "Assessable Improvements Account," and the "Capital Equipment Account." Amounts in the Public Works Project Account are irrevocably pledged to the Series 2012A Public Works Refunding Bonds, amounts in the Public Safety Project Account are irrevocably pledged to the Series 2012A Public Safety Refunding Bonds, amounts in the Assessable Improvements Account are irrevocably pledged to the Series 2014A Improvement Refunding Bonds, and amounts in the Capital Equipment Account are irrevocably pledged to the Series 2014A Equipment Refunding Bonds.

(a) Public Works Project Account. Proceeds of the ad valorem taxes hereinafter levied for the payment of the Series 2012A Public Works Refunding Bonds are hereby pledged to the Public Works Project Account of the Debt Service Fund, and such amounts shall be used to pay the principal of and interest on the Series 2012A Public Works Refunding Bonds. There is also appropriated to the Public Works Project Account a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with the terms hereof.

(b) Public Safety Project Account. Proceeds of the ad valorem taxes hereinafter levied for the payment of the Series 2012A Public Safety Refunding Bonds are hereby pledged to the Public Safety Project Account of the Debt Service Fund, and such amounts shall be used to pay the principal of and interest on the Series 2012A Public Safety Refunding

Bonds. There is also appropriated to the Public Safety Project Account a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with the terms hereof.

(c) Assessable Improvements Account. To the Assessable Improvements Account of the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited (i) following December 15, 2021 (the "Series 2014A Bonds Redemption Date"), special assessments levied for the 2014 Assessable Improvements (the "Special Assessments"); and (ii) proceeds of the ad valorem taxes hereinafter levied for the payment of the Series 2014A Improvement Refunding Bonds. Such amounts shall be used to pay the principal of and interest on the Series 2014A Improvement Refunding Bonds. There is also appropriated to the Assessable Improvements Account a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with the terms hereof.

(d) Capital Equipment Account. Proceeds of the ad valorem taxes hereinafter levied for the payment of the Series 2014A Equipment Refunding Bonds are hereby pledged to the Capital Equipment Account of the Debt Service Fund, and such amounts shall be used to pay the principal of and interest on the Series 2014A Equipment Refunding Bonds. There is also appropriated to the Capital Equipment Account a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with the terms hereof.

ALSO, BE IT RESOLVED, that all proceeds of the Bonds, less the appropriations made in the foregoing section and the costs of issuance of the Bonds, will be deposited in a separate fund (the "Redemption Fund") to be used solely to redeem and prepay the (a) outstanding Series 2012A Bonds on February 1, 2022 (the "Series 2012A Bonds Redemption Date"); and (b) outstanding Series 2014A Bonds on the Series 2014A Bonds Redemption Date. Any balance remaining in the Redemption Fund after the redemption of the Series 2012A Bonds and the Series 2014A Bonds (together, the "Refunded Bonds") shall be deposited on a pro rata basis in the accounts of the Debt Service Fund herein created.

ALSO, BE IT RESOLVED, that the debt service fund heretofore established for the Series 2012A Bonds pursuant to the resolution providing for the issuance and sale of the Series 2012A Bonds (the "Series 2012A Bond Resolution") shall be closed following the redemption of the Series 2012A

Bonds, and all monies therein shall be transferred on a pro rata basis to the Public Works Project Account and the Public Safety Project Account of the Debt Service Fund herein created.

ALSO, BE IT RESOLVED, that the debt service fund heretofore established for the Series 2014A Bonds pursuant to the resolution providing for the issuance and sale of the Series 2014A Bonds (the "Series 2014A Bond Resolution") shall be closed following the redemption of the Series 2014A Bonds, and all monies therein shall be transferred on a pro rata basis to the Assessable Improvements Account and the Capital Equipment Account of the Debt Service Fund herein created.

ALSO, BE IT RESOLVED, that the pledges and covenants of the City made by the Series 2014A Bond Resolution relating to the special assessments levied for the 2014 Assessable Improvements are restated and confirmed in all respects. The provisions of the Series 2014A Bond Resolution are hereby supplemented to the extent necessary to give full effect to the provisions hereof.

ALSO, BE IT RESOLVED, that for the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

ALSO, BE IT RESOLVED, that for the purpose of paying the principal of and interest on the Series 2012A Public Works Refunding Bonds, the Series 2012A Public Safety Refunding Bonds, and the Series 2014A Equipment Refunding Bonds and a portion of the principal of and interest on the Series 2014A Improvement Refunding Bonds, there is levied a direct annual irrepealable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited on to the accounts of the Debt Service Fund above provided and will be in the years and amounts attached hereto as EXHIBIT C.

ALSO, BE IT RESOLVED, that it is hereby determined that the estimated collection of the foregoing Special Assessments and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided

will be irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the Property Tax and Elections Director of Rice County, Minnesota (the "County Auditor") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

ALSO, BE IT RESOLVED, that following the payment in full of all outstanding principal of and interest due on the Series 2012A Bonds on the Series 2012A Bonds Redemption Date and the Series 2014A Bonds on the Series 2014A Bonds Redemption Date, the Finance Director is hereby directed to certify such fact to and request the County Auditor to cancel any and all tax levies made by the Series 2012A Bond Resolution and the Series 2014A Bond Resolution.

ALSO, BE IT RESOLVED, that the City Administrator is directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

ALSO, BE IT RESOLVED, that the Series 2012A Bonds will be called for redemption on the Series 2012A Bonds Redemption Date in the principal amount of \$5,215,000, and the Series 2014A Bonds will be called for redemption on the Series 2014A Bonds Redemption Date in the principal amount of \$1,130,000. It is hereby found and determined that based upon information presently available from the City's municipal advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds and is necessary and desirable for the reduction of debt service costs to the City.

ALSO, BE IT RESOLVED, that it is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund, along with any other funds on hand in the debt service funds established for the Refunded Bonds, will be sufficient to prepay all of the principal of, interest on and redemption premium (if any) on the Refunded Bonds.

ALSO, BE IT RESOLVED, that the Series 2012A Bonds maturing after the Series 2012A Bonds Redemption Date will be redeemed and prepaid on the Series 2012A Bonds Redemption Date, and the Series 2014A Bonds maturing after the Series 2014A Bonds Redemption Date will be redeemed and prepaid on the Series 2014A Bonds Redemption Date. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the forms of Notice of Call for Redemption attached hereto as EXHIBITS D-1 and D-2, which terms and conditions are hereby approved and incorporated herein by reference. The registrars for the

Refunded Bonds are authorized and directed to send a copy of the respective Notice of Call for Redemption to each registered holder of the Refunded Bonds at least thirty (30) days prior to the respective Redemption Date.

ALSO, BE IT RESOLVED, that the officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

ALSO, BE IT RESOLVED, that the Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to certify that they have examined the Final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the offering materials are a complete and accurate representation of the facts and representations made therein as of the date of the offering materials.

ALSO, BE IT RESOLVED, that the Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

ALSO, BE IT RESOLVED, that the electronic signature of the Mayor, the City Administrator, and/or the Finance Director to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

ALSO, BE IT RESOLVED, that the City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by

any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

ALSO, BE IT RESOLVED, that the City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

ALSO, BE IT RESOLVED, that the City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

ALSO, BE IT RESOLVED, that in order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2021 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

ALSO, BE IT RESOLVED, that the City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

ALSO, BE IT RESOLVED, that the Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth herein. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for DTC. Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

ALSO, BE IT RESOLVED, that with respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City

Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

ALSO, BE IT RESOLVED, that the City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

ALSO, BE IT RESOLVED, that in the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

ALSO, BE IT RESOLVED, that notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements as set forth in the Representation Letter.

ALSO, BE IT RESOLVED, that "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

ALSO, BE IT RESOLVED, that the City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any

Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

ALSO, BE IT RESOLVED, that when all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Date Adopted: October 26, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

PROPOSALS



TABULATION OF BIDS
CITY OF FARIBAULT, MINNESOTA
\$6,450,000[†]
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B

AWARD: PIPER SANDLER & CO.
DATE OF SALE: TUESDAY, OCTOBER 26, 2021
S&P GLOBAL RATINGS UNDERLYING RATING: "AA"

BIDDER	PURCHASE PRICE	NET INTEREST COST	TRUE INTEREST COST (TIC)
PIPER SANDLER & CO. Minneapolis, MN Syndicate: Cantor Fitzgerald, Truist	\$7,334,356.45	\$223,691.05	0.8514319%
BOK FINANCIAL SECURITIES, INC. Dallas, TX	\$6,949,835.20	\$221,302.30	0.8727447%
BNYMELLON CAPITAL MARKETS Pittsburgh, PA	\$7,183,999.25	\$227,517.42	0.8759156%
ROBERT W. BAIRD & CO., INC. Milwaukee, WI	\$7,341,272.00	\$241,208.56	0.9155482%
STONEX FINANCIAL INC. Atlanta, GA	\$7,401,687.70	\$250,208.13	0.9424052%
RAYMOND JAMES & ASSOCIATES, INC. Memphis, TN	\$7,346,055.25	\$256,745.03	0.9746134%

[†] Par amount decreased from \$6,450,000 to \$5,610,000. The adjusted purchase price is \$6,400,712.56, plus accrued interest from the date of issue to the date of delivery, and the adjusted TIC is 0.8658346%.

Main Office 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402 Main Office Toll Free 1-800-851-2920
www.northlandsecurities.com

Member FINRA and SIPC | Registered with SEC and MSRB

EXHIBIT B
FORM OF BOND

No. R-____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTY OF RICE
CITY OF FARIBAULT

GENERAL OBLIGATION REFUNDING BOND
SERIES 2021B

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	December 15, 20__	December 2, 2021	

Registered Owner: Cede & Co.

The City of Faribault, Minnesota, a duly organized and existing municipal corporation in Rice County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable June 15 and December 15 in each year, commencing June 15, 2022, to the person in whose name this Bond is registered at the close of business on the first day (whether or not a business day) of the month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is not subject to optional redemption prior to maturity.

This Bond is one of an issue in the aggregate principal amount of \$5,610,000 all of like original issue date and tenor, except as to number, maturity date, and interest rate, all issued pursuant to a resolution adopted

by the City Council on October 26, 2021 (the "Resolution"), for the purpose of providing money to refund the outstanding principal amount of certain general obligation bonds of the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, including Sections 475.58, subdivision 1(5), and 475.67, subdivision 3, and Minnesota Statutes, Sections 410.32 and 412.301, as amended. The principal hereof and interest hereon are payable in part from special assessments and ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to disallowance of interest expense for financial institutions.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter and the

Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Faribault, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: December 2, 2021

**CITY OF FARIBAULT,
MINNESOTA**

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK NATIONAL
ASSOCIATION**

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

_____ Custodian _____

TEN ENT -- as tenants by
entireties

(Cust) _____ (Minor)
under Uniform Gifts or Transfers
to Minors Act, State of

JT TEN -- as joint tenants with
right of survivorship and not as
tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

-

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if
this Bond is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-
2555119

EXHIBIT C **TAX LEVY SCHEDULES**

Tax Levy Schedule for Series 2012A Public Works Refunding Bonds

Date	Total P+I	105% Levy	Levy Year	Collection Year
12/15/2022	523,375.69	549,544.47	***	***
12/15/2023	529,000.00	555,450.00	2022	2023
12/15/2024	527,250.00	553,612.50	2023	2024
12/15/2025	529,500.00	555,975.00	2024	2025
12/15/2026	535,500.00	562,275.00	2025	2026
Total	\$2,644,625.69	\$2,776,856.97		

***To be paid by taxes levied on the 2012A bonds in 2021, for collection in 2022.

Tax Levy Schedule for Series 2012A Public Safety Refunding Bonds

Date	Total P+I	105% Levy	Levy Year	Collection Year
12/15/2022	386,589.17	405,918.63	***	***
12/15/2023	378,950.00	397,897.50	2022	2023
12/15/2024	374,700.00	393,435.00	2023	2024
12/15/2025	374,950.00	393,697.50	2024	2025
12/15/2026	374,450.00	393,172.50	2025	2026
12/15/2027	448,200.00	470,610.00	2026	2026
12/15/2028	431,600.00	453,180.00	2027	2026
Total	\$2,769,439.17	\$2,907,911.13		

***To be paid by taxes levied on the 2012A bonds in 2021, for collection in 2022.

Tax Levy Schedule for Series 2014A Improvement Refunding Bonds

Date	Total P+I	105% Levy	Less:	Equals:	Levy Year	Collection Year
			Special Assessment Revenues*	City Net Levy		
12/15/2022	153,775.69	161,464.47	30,649.33	130,815.14	***	***
12/15/2023	151,750.00	159,337.50	30,649.31	128,688.19	2022	2023
12/15/2024	141,000.00	148,050.00	30,649.32	117,400.68	2023	2024
12/15/2025	140,500.00	147,525.00	30,649.32	116,875.68	2024	2025
12/15/2026	139,750.00	146,737.50	30,649.32	116,088.18	2025	2026
12/15/2027	138,750.00	145,687.50	30,649.32	115,038.18	2026	2027
12/15/2028	133,750.00	140,437.50	30,649.32	109,788.18	2027	2028
12/15/2029	128,750.00	135,187.50	30,649.31	104,538.19	2028	2029
Total	\$1,128,025.69	\$1,184,426.97	\$245,194.55	\$939,232.42		

* Based upon the outstanding \$223,559 in special assessment principal.

***To be paid by taxes levied on the 2014A bonds in 2021, for collection in 2022.

Tax Levy Schedule for Series 2014A Equipment Refunding Bonds

Date	Total P+I	105% Levy	Levy Year	Collection Year
12/15/2022	33,108.33	34,763.75	***	***
12/15/2023	31,500.00	33,075.00	2022	2023
Total	\$64,608.33	\$67,838.75		

***To be paid by taxes levied on the 2014A bonds in 2021, for collection in 2022.

EXHIBIT D-1

NOTICE OF CALL FOR REDEMPTION FOR SERIES 2012A BONDS

\$9,910,000
CITY OF FARIBAULT, MINNESOTA
GENERAL OBLIGATION CROSSOVER REFUNDING BONDS
SERIES 2012A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Faribault, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2022

all outstanding bonds of the City designated as General Obligation Crossover Refunding Bonds, Series 2012A, dated as of December 1, 2012, having stated maturity dates of February 1 in the years 2023 through 2029, both inclusive, totaling \$5,215,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2023	\$830,000	307549 4V4
2024	845,000	307549 4W2
2025	860,000	307549 4X0
2026	875,000	307549 4Y8
2027	900,000	307549 4Z5
2028	455,000	307549 5A9
2029	450,000	307549 5B7

The bonds are being called at a price of par plus accrued interest to February 1, 2022, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, as registrar and paying agent, on or before February 1, 2022.

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to partial redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: _____, 20____.

**BY ORDER OF THE CITY COUNCIL
OF THE CITY OF FARIBAULT,
MINNESOTA**

By: /s/ Tim Murray
City Administrator
City of Faribault, Minnesota

EXHIBIT D-2

NOTICE OF CALL FOR REDEMPTION FOR SERIES 2014A BONDS

\$2,295,000
CITY OF FARIBAULT, MINNESOTA
GENERAL OBLIGATION BONDS
SERIES 2014A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Faribault, Minnesota (the "City"), there have been called for redemption and prepayment on

December 15, 2021

all outstanding bonds of the City designated as General Obligation Bonds, Series 2014A, dated as of November 1, 2014, having stated maturity dates of December 15 in the years 2022 through 2029, both inclusive, totaling \$1,130,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2022	\$165,000	307549 5K7
2023	165,000	307549 5L5
2025	260,000	307549 5N1
2027	270,000	307549 5Q4
2029	270,000	307549 5S0

The bonds are being called at a price of par plus accrued interest to December 15, 2021, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, as registrar and paying agent, on or before December 15, 2021.

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder

of any bonds subject to partial redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: _____, 20____.

**BY ORDER OF THE CITY COUNCIL
OF THE CITY OF FARIBAULT,
MINNESOTA**

By: /s/ Tim Murray
City Administrator
City of Faribault, Minnesota

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

I, the undersigned, being the duly qualified City Administrator of the City of Faribault, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on October 26, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Refunding Bonds, Series 2021B, in the original aggregate principal amount of \$5,610,000.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this ____ day of _____, 2021.

(SEAL)

City Administrator
City of Faribault, Minnesota

STATE OF MINNESOTA
COUNTY OF RICE

CERTIFICATE OF PROPERTY
TAX & ELECTIONS DIRECTOR
AS TO TAX LEVY AND
REGISTRATION

I, the undersigned Property Tax & Elections Director of Rice County, Minnesota, hereby certify that a resolution adopted by the City Council of the City of Faribault, Minnesota (the "City") on October 26, 2021, levying taxes for the payment of the City's General Obligation Refunding Bonds, Series 2021B, in the original aggregate principal amount of \$5,610,000, dated December 2, 2021, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2021.

**PROPERTY TAX & ELECTIONS
DIRECTOR,
RICE COUNTY, MINNESOTA**

By: _____

Its: _____

(SEAL)



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: October 26, 2021
SUBJECT: Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances - Second Reading

Background:

The fines stipulated under Sec. 4-24 of the City Code of Ordinances, for violations involving alcoholic beverage licensees, only include suspensions. The Council reviewed this topic initially at the July 7, 2020 Joint Committee meeting, and then again at the October 5, 2021 Council Work Session. The Council directed that financial penalties be incorporated for first and second violations, as an alternative to a suspension. The attached ordinance reflects these changes.

No revisions have been made since first reading.

Recommendation:

Approve Ordinance 2021-10 on Second Reading

Attachments:

1. Ordinance 2021-10 Amend Sec. 4-24 of the City Code - Second Reading

**CITY OF FARIBAULT
ORDINANCE No. 2021-10**

**AMEND SEC. 4-24. REVOCATION OR SUSPENSION OF A LICENSE OR PERMIT. OF
THE CITY CODE OF ORDINANCES**

THE CITY OF FARIBAULT ORDAINS: The City Code of Ordinances shall be amended as follows:

Section 1. Section 4-24(c) of Chapter 4 of the Code of Ordinances of the City of Faribault is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

Sec. 4-24 Revocation or suspension of a license or permit and fines.

- (c) *Minimum periods of suspension and amounts of fines or when revocation is warranted.* The following are the minimum periods of suspension, minimum fines, or when revocation is warranted which shall be imposed by the city council for violations of this chapter or Minnesota Statutes, Chapter 340A or any rules promulgated under that chapter.
- (1) For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension, sale of intoxicating liquor where the only license is for 3.2 percent malt liquor, or failing to disclose information or making false statements on the application, the license shall be revoked.
 - (2) The license shall be suspended and/or fined by the city council after a finding that the holder has failed to comply with any applicable statute, rule, or provision of this chapter for at least the minimum periods as follows:
 - a. For the first violation within any three-year period, at least a one-day suspension or a \$500.00 fine, in addition to any criminal or civil penalties which may be imposed;
 - b. For the second violation within any three-year period, at least a ~~threetwo~~ consecutive days suspension or a \$1000.00 fine, in addition to any criminal or civil penalties which may be imposed;
 - c. For the third violation within any three-year period, at least a seven consecutive days suspension in addition to any criminal or civil penalties which may be imposed;
 - d. For a fourth violation within any three-year period, the license shall be revoked.

Section 2. This ordinance amendment shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: October 12, 2021

Second Reading: October 26, 2021

Publication Date: October 30, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Summary Publication

CITY OF FARIBAULT

ORDINANCE No. 2021-10

AMENDING SEC. 4-24. REVOCATION OR SUSPENSION OF A LICENSE OR PERMIT. OF THE CITY CODE OF ORDINANCES

On October 26, 2021, the Faribault City Council approved Ordinance 2021-10, Amending Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances adding fines for first and second violations as an alternative to suspensions. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading:	October 12, 2021
Second Reading:	October 26, 2021
Publication:	October 30, 2021



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: October 26, 2021
SUBJECT: Resolution 2021-228 Approve a Conditional Use
Permit to Construct a New Storage Building at
Calvary Cemetery, 3415 Calvary Drive

Background:

The Calvary Cemetery Association is seeking to build a 40 foot by 56 foot storage/shop building for equipment at the cemetery. The building will have heat but no plumbing. The site plan calls for a paved driveway. The building is to be built west of an existing building that will be removed upon completion of the new structure. The proposed storage building will have ribbed steel siding and a knee wall of 5-courses (about 40") of rock-faced concrete block material. Cemeteries are a conditional use in the TUD District. Therefore, a CUP amendment is needed for construction of new buildings on the site.

At its meeting of October 18, 2021, the Planning Commission, after proper notice, held a public hearing to consider the application by Calvary Cemetery Association for a Conditional Use Permit to build a new storage building at the cemetery located at 3415 Calvary Drive. No residents or adjoining owners spoke during the public hearing regarding this application. The City did not receive any public comments prior to the meeting or after the meeting regarding this application. The Planning Commission by a vote of 6-0 approved findings in support of the application and they recommend City Council approval of a CUP to construct the proposed storage building at Calvary Cemetery.

Recommendation:

Adopt Resolution 2021-228 to approve a conditional use permit authorizing construction a new 40 feet by 56 foot storage building as proposed by Calvary Cemetery Association at 3415 Calvary Drive.

Attachments:

1. Resolution 2021-228 CUP Calvary Cemetery
2. Staff Report for CUP Calvary Cemetery

[Space Reserved for Recording]

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-228

APPROVE A CONDITIONAL USE PERMIT TO CONSTRUCT A NEW STORAGE BUILDING AT CALVARY CEMETERY, 3415 CALVARY DRIVE

WHEREAS, Ed Hoisington representing Calvary Cemetery Association, and Divine Mercy Catholic Church, property owner of the subject property has requested approval of a conditional use permit to construct a new storage building for a Cemetery in the TUD Transitional Urban Development District located at the site described in Exhibit A attached hereto, with the street address 3415 Calvary Drive PID # 18.35.3.75.001; and

WHEREAS, City staff has completed a review of the application and made a report pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 18th day of October, 2021, following proper notice, held a public hearing regarding the request, and following said public hearing recommended approval of the request; and

WHEREAS, the City Council, on the 26th day of October, 2021, at a public meeting considered the request; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the requested Conditional Use Permit based on the following findings as required by Section 2-300 of the City of Faribault, Unified Development Ordinance as follows:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare.**

The proposed permit addresses increasing demand for storage of Cemetery maintenance equipment indoors which will reduce visual clutter at the site and therefor improve health safety, comfort and general welfare of the residents in the area.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

The use will not be injurious to others, or limit the use and enjoyment of other property in the area.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

The use is designed and constructed in a manner consistent with existing buildings at the site and in the area.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

The use is separated from neighboring properties by a significant distance and therefor will not impose hazards or disturbance on neighboring properties.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

The use will not diminish the value of neighboring property.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

The site is adequately served with private access drives, for first responders in the event of an emergency and will not affect schools in any way.

7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

The proposed storage building will not create any additional requirements for public facilities or services.

8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

The new storage building will not generate traffic congestion and will not add traffic to the area as there are no new employees proposed with this permit. Traffic circulation on site will not be affected by the storage building's construction and use.

9. The conditional use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance to the community.

The Planning Commission finds that no natural or historic resources will be negatively affected by this use.

10. The conditional use is consistent with the applicable policies and recommendations of the city's Land Use Plan or other adopted land use studies.

The Planning Commission finds that this use is consistent with City's Land Use Plan.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

The Planning Commission finds that the use conforms to all applicable regulations as required in the Unified Development Ordinance.

WHEREAS, the City Council concurs with all of the findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY FARIBAULT, MINNESOTA AS FOLLOWS:

Section 1: Incorporation of Recitals and Exhibits. The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2: Approval of the Conditional Use Permit. A conditional use permit to construct a 40 foot by 56-foot storage building with a rock faced block knee wall of about 40 inches tall, for cemetery equipment and related materials storage at Calvary Cemetery, 3415 Calvary Drive as generally depicted in Exhibit B, is hereby approved based on the foregoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300 of the City of Faribault, Unified Development Ordinance. Said approval is subject to the conditions as set forth in Section 3 of this resolution.

Section 3: Conditions of Approval. The conditional use permit shall be approved subject to conditions listed herein as authorized under Section 2-310 of City's Unified Development Ordinance, all of which are necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the City's ordinances. The conditions of approval are as follows:

1. Metal roof materials and siding above the concrete rock faced block knee wall shall be permitted.
2. The access driveway to/from the building shall be paved.
3. Curbs shall not be required in order to maintain consistency with the cemetery drives and other paved surfaces on site.
4. Evergreen trees, at least 6 feet in height at the time of planting shall be planted north and east of the building to screen the building from view of guests.
5. The property owner shall be permitted to reduce the size of the storage building approved in this resolution, but shall be required to otherwise construct the building in accordance with the depictions shown on Exhibit B.

Section 4: This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: October 26, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Legal Description
PID # 18.35.3.75.001

Immaculate Conception Church of Faribault, Rice Co., Minnesota, a corporation under the laws of the State of Minnesota, owner and proprietors of the following described property: Part of the Southeast Quarter and part of the Southwest Quarter of Section 35, Township 110 North, Range 21 and part of the Northeast Quarter and part of the Northwest Quarter of Section 2, Township 109 North, Range 21, all being West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at a point in the South line of said Southeast Quarter of Section 35 (for purposes of this description bearings are assumed and based on said South line being North 89°45'27" East), a distance of 165.00 feet easterly from the Southwest corner of said Southeast Quarter; thence South 0°00'00", a distance of 16.50 feet; thence South 89°45'27" West, 165.00 feet; thence South 89°26'40" West, 165.00 feet; thence North 0°00'00", a distance of 16.50 feet to a point in the South line of said Southwest Quarter of Section 35; thence South 89°26'40" West, along the South line of said Southwest Quarter of Section 35, a distance of 550.00 feet; thence North 0°00'00", a distance of 800.00 feet; thence North 35°00'00" East, 610.16 feet; thence North 0°00'00", a distance of 534.09 feet to a point in the center line of 206th Street West; thence North 84°26'12" East, along said Street center line, 366.72 feet to a point in the West line of said Southeast Quarter of Section 35; thence continue along said Street center line, North 86°29'38" East, 66.12 feet; thence South 0°00'00", a distance of 551.31 feet to a point in the North line of the Southwest Quarter of said Southeast Quarter; thence North 89°40'06" East, along said North line, 99.00 feet; thence South 0°00'00", a distance of 1315.14 feet to said point of beginning; excepting therefrom the plat of SURVEY OF BLOCKS A, B, C, D & E AND ONE TO NINETY-THREE INCLUSIVE, OF CALVARY CEMETERY; subject to 206th Street West over the most northerly boundary; containing 19.869 acres including said 206th Street West right of way --- have caused said tract of land to be surveyed and platted and to be hereafter known as **FIRST ADDITION TO CALVARY CEMETERY**, and we hereby dedicate to the public 206th Street West over the northerly side of said plat --- witness our hands this 5TH day of DECEMBER, 1988

George J. Freeman
GEORGE J. FREEMAN Vice President

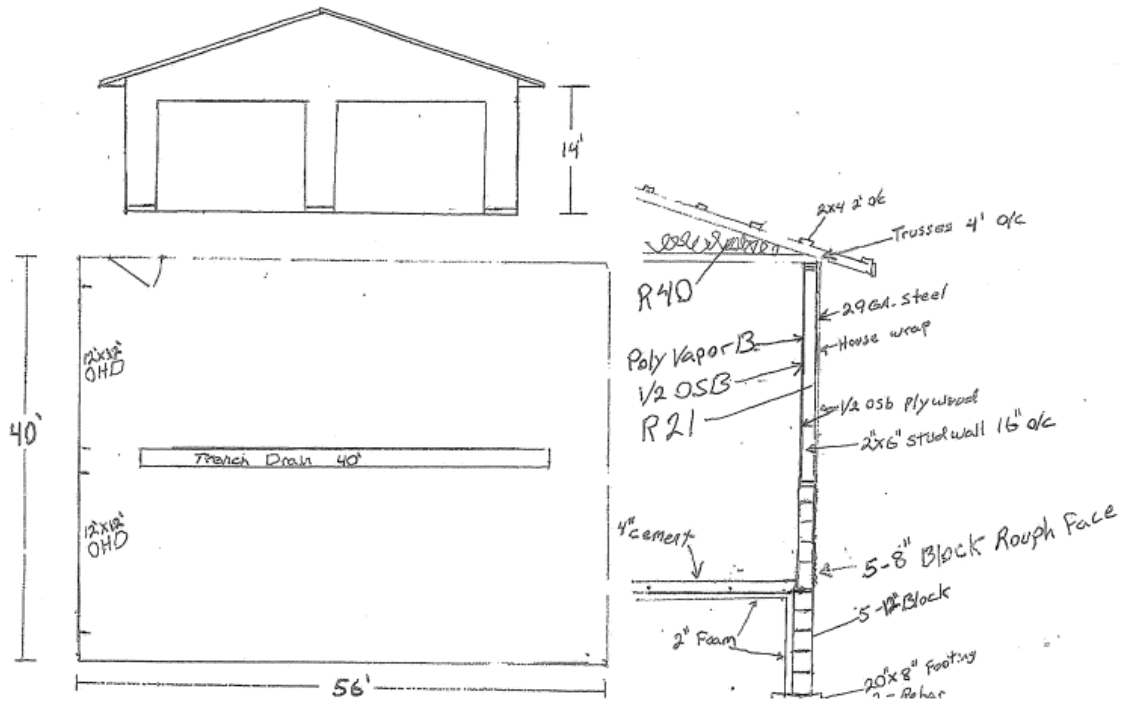
Donald A. Reuvers
DONALD A. REUVERS Secretary

State of Minnesota
County of Rice

Exhibit B (page 1 of 3)
Calvary Cemetery Conditional Use Permit Application



Exhibit B (page 2 of 3)



Note. Plans are must comply with Building Code Requirements and Plan Review by the City Building Official

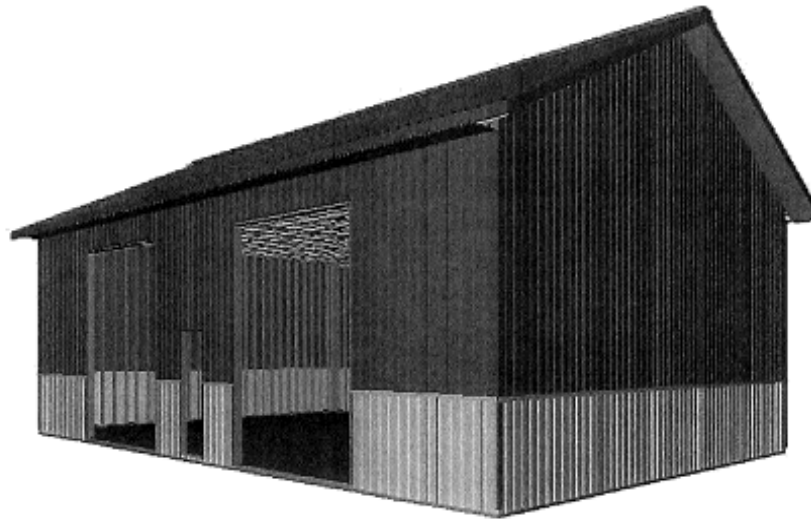
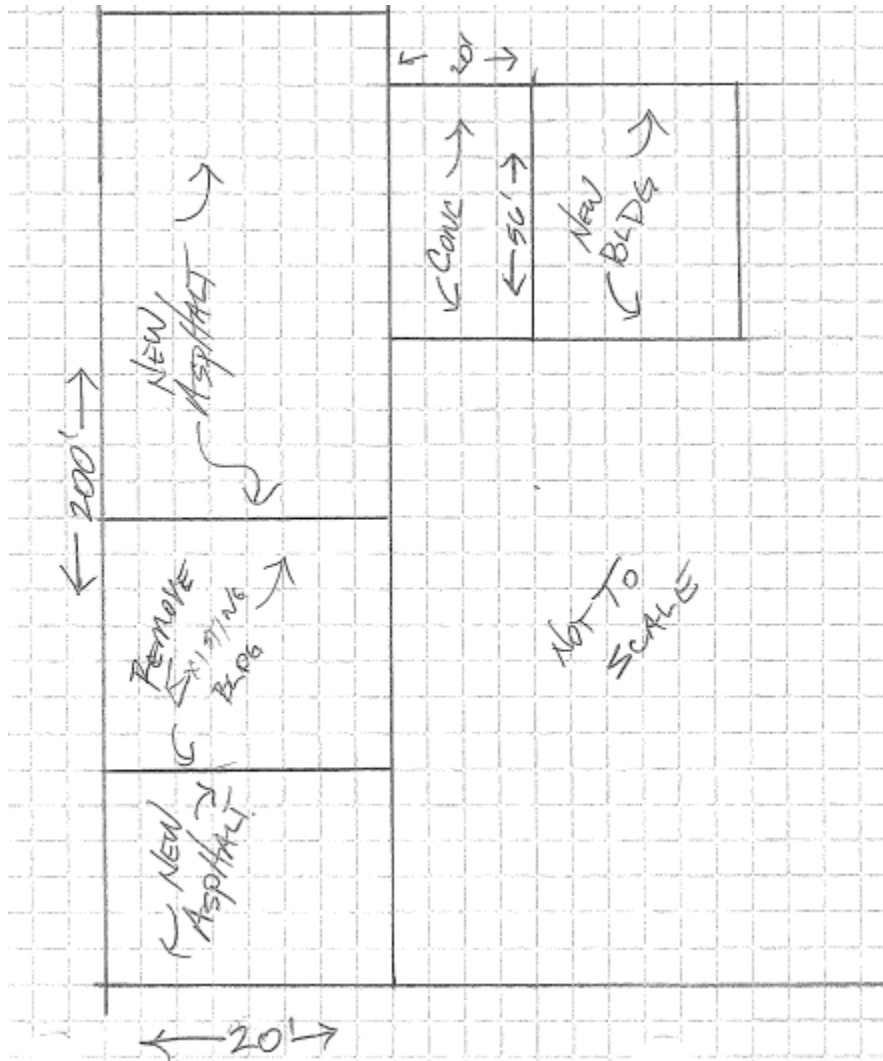


Exhibit B (page 3 of 3)



**FARIBAULT PLANNING COMMISSION****OCTOBER 18, 2021 PUBLIC HEARING**

Case Number and Request:	21-45 Conditional Use Permit to construct a new storage building in Calvary Cemetery, in the TUD Transitional Urban Development District at 3415 Calvary Drive
Applicant:	Ed Hoisington, Calvary Cemetery Association Representative
Owner:	Devine Mercy Catholic Church
Staff Recommendation:	Approval of the requested Conditional Use Permit to build a storage building in a Cemetery in the TUD District.
Deadline for Council Action:	December 6, 2021 unless extended by the City
From:	Peter J. Waldock, AICP, Planning Coordinator

SUMMARY AND OVERVIEW OF THE REQUEST

The Calvary Cemetery Association is seeking to build a 40' X 56' storage/shop building for equipment at the cemetery. The building will have heat but no plumbing. The site plan calls for a paved driveway. The building is to be built west of an existing building that will be removed upon completion of the new structure. The proposed storage building will have ribbed steel siding and a knee wall of 5-courses (about 40") of rock faced concrete block material. Cemeteries are a conditional use in the TUD District. Therefore, a CUP amendment is needed for construction of new buildings on the site.

BACKGROUND**ZONING AND LAND USE**

The subject property is zoned TUD Transitional Urban Development District. The comprehensive plan guides the site institutional uses (which includes a cemetery). The proposed development is consistent with permitted uses listed for this district. The use is also consistent with the comprehensive plan.

Surrounding uses include commercial uses to the north and vacant land to the east, west and south.

Applicable Code Sections:

Chapter 2, Article 7, City of Faribault Code of Ordinances, Appendix B, Unified Development Ordinance. Conditional Use Permits (Sections 2-260 – 2-340).

Chapter 13, Article 5, Faribault Unified Development Ordinance, Section 13-520 principal uses for the special districts, Table 13-2 principal uses in special districts.



DEVELOPMENT REVIEW COMMITTEE

The Development Review Committee (DRC) discussed the proposal on October 11, 2021. The DRC concurred with the comments of the Planning Staff, and recommends approval of the request with the following comments and observations.

1. The DRC felt that the proposed rock faced concrete block knee wall surrounding the building would provide an enhanced exterior and will be durable against damage from lawn mowers and snow plowing.
2. Landscaping with evergreen trees should be provided at the northeast corner of the building site area of the new building to soften the visual effect and screen the building from view of guests in the cemetery.
3. Exterior lighting should be screened or directed down to avoid glare.
4. Parts of the cemetery have curbs along the paved driveways and some do not. The plan does not call for curbs along the paved area in this plan.

REQUIRED FINDINGS

Section 2-300 of the UDO includes eleven required findings as a prerequisite for approval of conditional use permits. The draft resolution prepared by staff and provided with this report includes detailed findings specific to this application recommended by staff to address all of the required findings of the ordinance. No additional findings have been determined.

RECOMMENDED CONDITIONS FOR APPROVAL

Section 2-310 of the UDO authorizes the City Council to establish reasonable conditions of approval to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the UDO. The proposed conditions of approval for the proposed storage building at Calvary Cemetery are as follows:

1. Metal roof materials and siding above the concrete rock faced block knee wall shall be permitted.
2. The access driveway to/from the building shall be paved.
3. Curbs shall not be required in order to maintain consistency with the cemetery drives and other paved surfaces on site.
4. Evergreen trees, at least 6 feet in height at the time of planting shall be planted north and east of the building to screen the building from view of guests.

RECOMMENDATION

Staff recommends approval of a conditional use permit as requested, subject to the findings and conditions listed in proposed resolution.

ATTACHMENTS

1. Draft Resolution
2. Aerials, Location and Zoning Maps
3. Applications
4. Plans and Drawings

[Space Reserved for Recording]

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2021-XXX

APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT A NEW STORAGE BUILDING AT CALVARY CEMETERY 3415 CALVARY DRIVE

WHEREAS, Ed Hoisington representing Calvary Cemetery Association, and Devine Mercy Catholic Church, property owner of the subject property has requested approval of a conditional use permit to construct a new storage building for a Cemetery in the TUD Transitional Urban Development District located at the site described in Exhibit A attached hereto, with the street address 3415 Calvary Drive and

WHEREAS, City staff has completed a review of the application and made a report pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 18th day of October, 2021, following proper notice, held a public hearing regarding the request, and following said public hearing recommended approval of the request; and

WHEREAS, the City Council, on the 26th day of October, 2021, at a public meeting considered the request; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the requested Conditional Use Permit based on the following findings as required by Section 2-300 of the City of Faribault, Unified Development Ordinance as follows:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare.**

The proposed permit addresses increasing demand for storage of Cemetery maintenance equipment indoors which will reduce visual clutter at the site and therefor improve health safety, comfort and general welfare of the residents in the area.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

The use will not be injurious to others, or limit the use and enjoyment of other property in the area.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

The use is designed and constructed in a manner consistent with existing buildings at the site and in the area.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

The use is separated from neighboring properties by a significant distance and therefor will not impose hazards or disturbance on neighboring properties.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

The use will not diminish the value of neighboring property.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

The site is adequately served with private access drives, for first responders in the event of an emergency and will not affect schools in any way.

- 7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

The proposed storage building will not create any additional requirements for public facilities or services.

- 8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

The new storage building will not generate traffic congestion and will not add traffic to the area as there are no new employees proposed with this

permit. Traffic circulation on site will not be affected by the storage building's construction and use.

9. The conditional use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance to the community.

The Planning Commission finds that no natural or historic resources will be negatively affected by this use.

10. The conditional use is consistent with the applicable policies and recommendations of the city's Land Use Plan or other adopted land use studies.

The Planning Commission finds that this use is consistent with City's Land Use Plan.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

The Planning Commission finds that the use conforms to all applicable regulations as required in the Unified Development Ordinance.

WHEREAS, the City Council concurs with all of the findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY FARIBAULT, MINNESOTA AS FOLLOWS:

Section 1: Incorporation of Recitals and Exhibits. The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2: Approval of the Conditional Use Permit. A conditional use permit to construct a 40 foot by 56-foot storage building with a rock faced block knee wall of about 40 inches tall, for cemetery equipment and related materials storage at Calvary Cemetery, 3415 Calvary Drive as generally depicted in Exhibit B, is hereby approved based on the foregoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300 of the City of Faribault, Unified Development Ordinance. Said approval is subject to the conditions as set forth in Section 3 of this resolution.

Section 3: Conditions of Approval. The conditional use permit shall be approved subject to conditions listed herein as authorized under Section 2-310 of City's Unified Development Ordinance, all of which are necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the City's ordinances. The conditions of approval are as follows:

1. Metal roof materials and siding above the concrete rock faced block knee wall shall be permitted.
2. The access driveway to/from the building shall be paved.
3. Curbs shall not be required in order to maintain consistency with the cemetery drives and other paved surfaces on site.
4. Evergreen trees, at least 6 feet in height at the time of planting shall be planted north and east of the building to screen the building from view of guests.

Section 4: This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: October 26, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Exhibit B (page 1 of 3)

Calvary Cemetery Conditional Use Permit Application



Exhibit B (page 2 of 3)

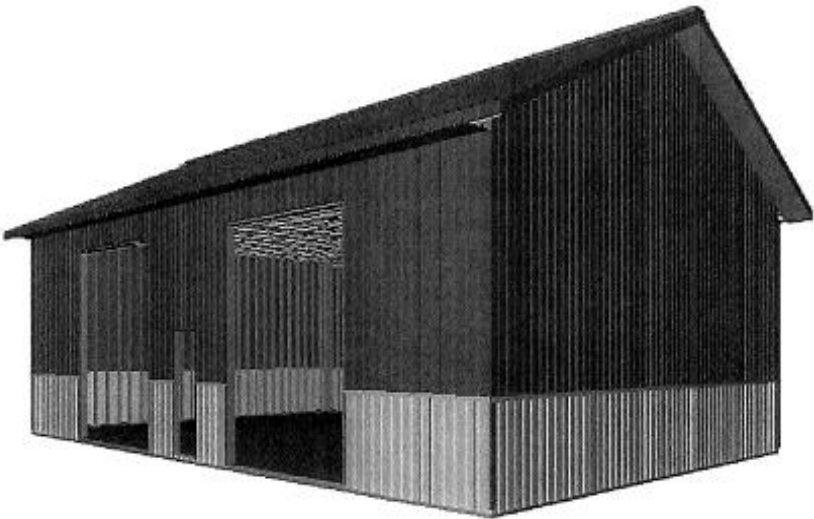
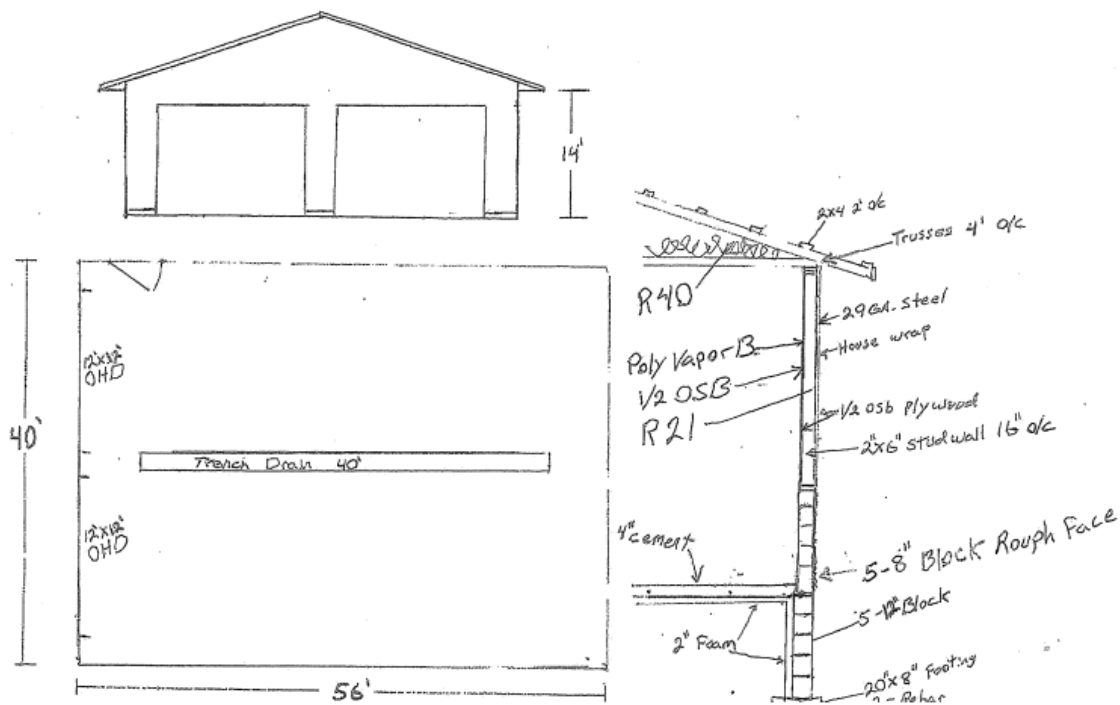
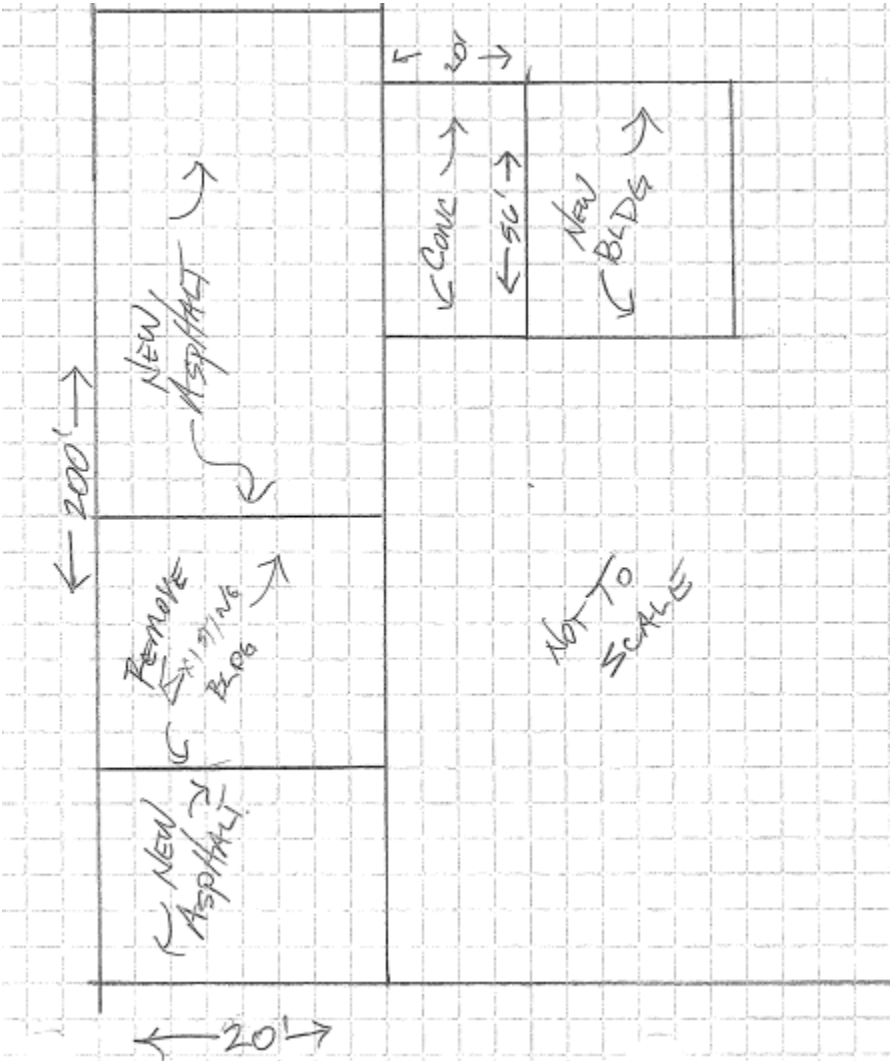


Exhibit B (page 3 of 3)



Public Hearing Regarding 3415 Calvary Dr, CUP for a New Storage Buidling at Calvary Cemetery



Legend

- Selected Features
- Buffered Features
- 350 Feet Buffer





APPLICATION FOR REQUESTED ACTION
Conditional Use Permit

Planning Case # _____
Filing Fee _____
Hearing Date _____

SITE ADDRESS 3415 Calvary Drive
APPLICANT Divine Mercy Catholic Church E-MAIL pperrish@divine-mercy.cc
PHONE 507 334 7706 (H) _____ (W) _____ (FAX) _____
ADDRESS 15 3rd Ave SW
DEVELOPER (if other than applicant) Emery Maher
PHONE 507-271-4200 (H) _____ (W) _____ (FAX) _____
ADDRESS 3415 Calvary Dr.
LEGAL DESCRIPTION _____
ACREAGE/SIZE OF PROPERTY _____
CURRENT ZONING _____
EXISTING USE OF PROPERTY _____
PROPOSED USE OF PROPERTY _____
(Including number of units per acre and types of uses if mixed use)
IDENTIFY ALL ADJACENT LAND USES _____
SIGNATURE OF APPLICANT [Signature] DATE 10/6/2021
(Must submit proof of property control)
SIGNATURE OF PROPERTY OWNER _____ DATE _____
(If other than applicant)

PLEASE PROVIDE ALL INFORMATION REQUESTED ON THIS FORM
AND THE ATTACHED CHECKLIST.

Updated August 23, 2016

CONDITIONAL USE PERMIT
Required Submittals

◆ **Site plan**

- ☐ Drawn to scale, with scale noted
- ☐ Date and North arrow
- ☐ Boundaries and dimensions shown graphically
- ☐ Location of any streets, public trails, railroads, or waterways
- ☐ Present and proposed topography of the site and adjacent areas within 50 feet by contour lines at an interval of not more than 5 feet, and by use of directional arrows, the proposed flow of storm water runoff from the site
- ☐ Location of existing and proposed structures (height and gross floor area noted), with distance from property lines noted
- ☐ Location and dimensions of existing and proposed off-street parking and loading spaces, curb cuts, aisles, and walkways, with distance from property lines noted
- ☐ Location, height, and material for screening walls and fences
- ☐ Type of surfacing and base course proposed for all parking area, loading areas, and walkways
- ☐ Location of all existing and proposed water lines, hydrants, sanitary sewer lines and storm drainage systems
- ☐ Existing and proposed public streets or rights-of-way, easements, or other reservations of land on the site
- ☐ Location and method of screening of outdoor trash storage areas
- ☐ Location and size of all proposed signage
- ☐ Location and height of proposed lighting facilities
- ☐ Elevation views of all proposed buildings or structures, with building materials and proposed colors noted
- ☐ Indicate the ultimate development of the site and proposed development phases when a site is to be developed in stages
- ☐ Landscaping plan

◆ **Required supplemental information**

- ☐ Describe the project in detail (Include: Size of all structures existing and proposed and any modifications to existing, type of business and associated storage/display, type of clientele, hours of operation, number of employees, number of customer seats if food service related, handling of deliveries, unique site characteristics, proposed modifications to topography and/or drainage, development schedule, etc.)
- ☐ Written summary explaining how the proposed use is compatible with the neighborhood
- ☐ Written summary explaining if and how the proposed development will impact traffic
- ☐ Written statement as to why you feel the conditional use permit should be approved
- ☐ Other information as required

◆ **Filing fee**

SIGNATURE OF APPLICANT



DATE

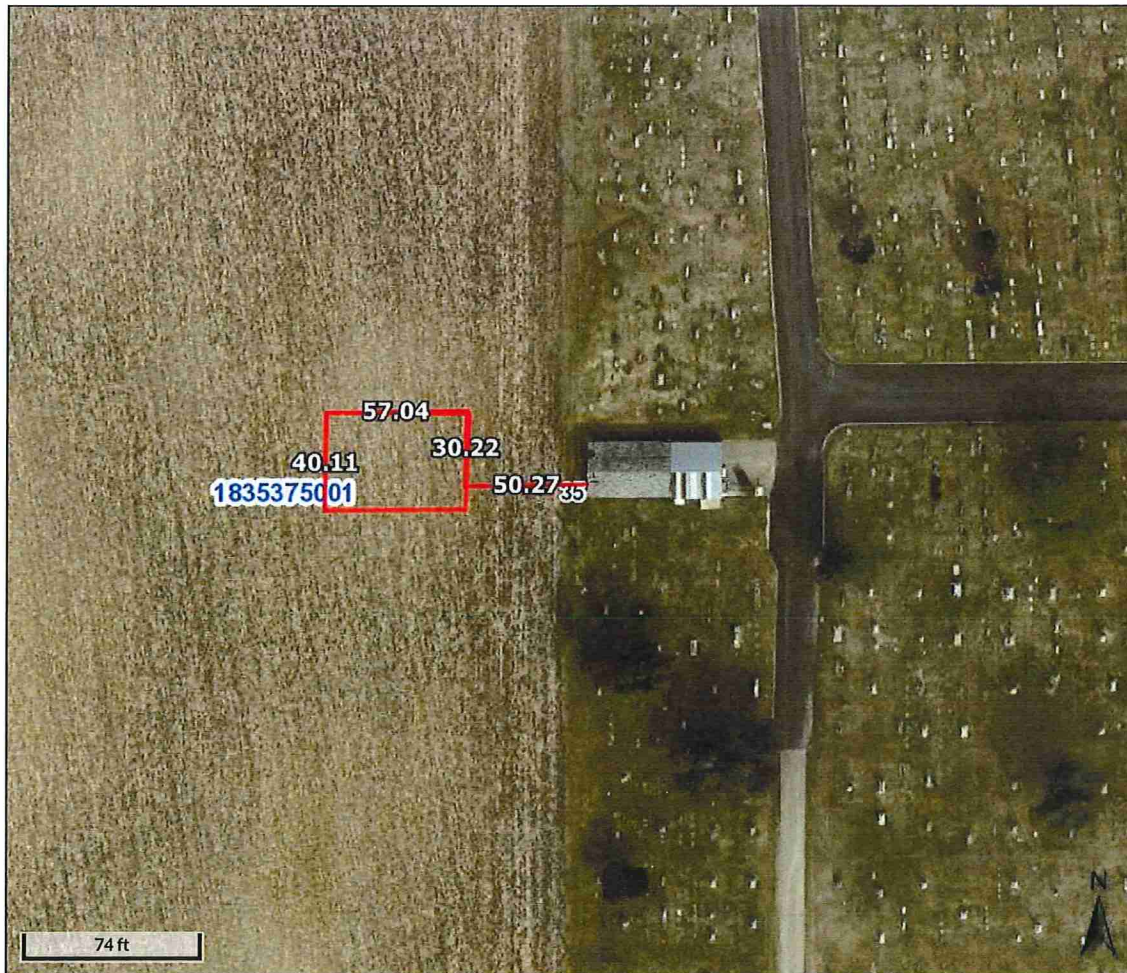
10/6/2021

Planning case # _____

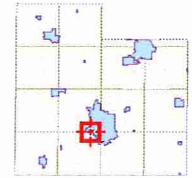


ate IDn/a
2ANHGA-Agricultural Non-homestead - Non HGA
ge 29.8
LA-EDA

Owner AddressDIVINE MERCY CATHOLIC CHURCH
4 2ND AVE SW
FARIBAULT MN 55021



Overview



Legend

-  Townships
-  Sections
-  Parcels
-  Roads
-  Road Numbers

Parcel ID	1835375001	Alternate ID	n/a	Owner Address	DIVINE MERCY CATHOLIC CHURCH
Sec/Twp/Rng	35/110/021				42ND AVE SW
Property Address	3415 CALVARY DR	Class	2ANHGA-Agricultural Non-homestead - Non HGA		FARIBAULT MN 55021
	FARIBAULT	Acreage	29.8		
District	FARIBO-SD656-HSP-HRA-EDA				
Brief Tax Description	PART OF PLAT OF SURVEY BLK A THRU E & 1 THRU 93 OF CALVARY CEMETERY & 1ST ADD TO CALVARY CEMETERY & PART E2 SW4 DAF BAP S LI SW4 165FT ELY SE COR SW4 TH WLY ALG S LI 550FT TH NLY P/W E LI SW4 800FT TH DEFLECT RT AT ANG 35D FOR ABOUT 610FT TAP IN A LI 365FT WLY FR & P/W E LI TH NLY ALG SD LI 365FT WLY FR & P/W SD E LI TO C/L 206TH ST W TH ELY ALG ST C/L TO NW COR CALVARY CEMETERY PROP TH SLY ALG WLY LI CALVARY CEMETERY PROP TO POB				
	(Note: Not to be used on legal documents)				

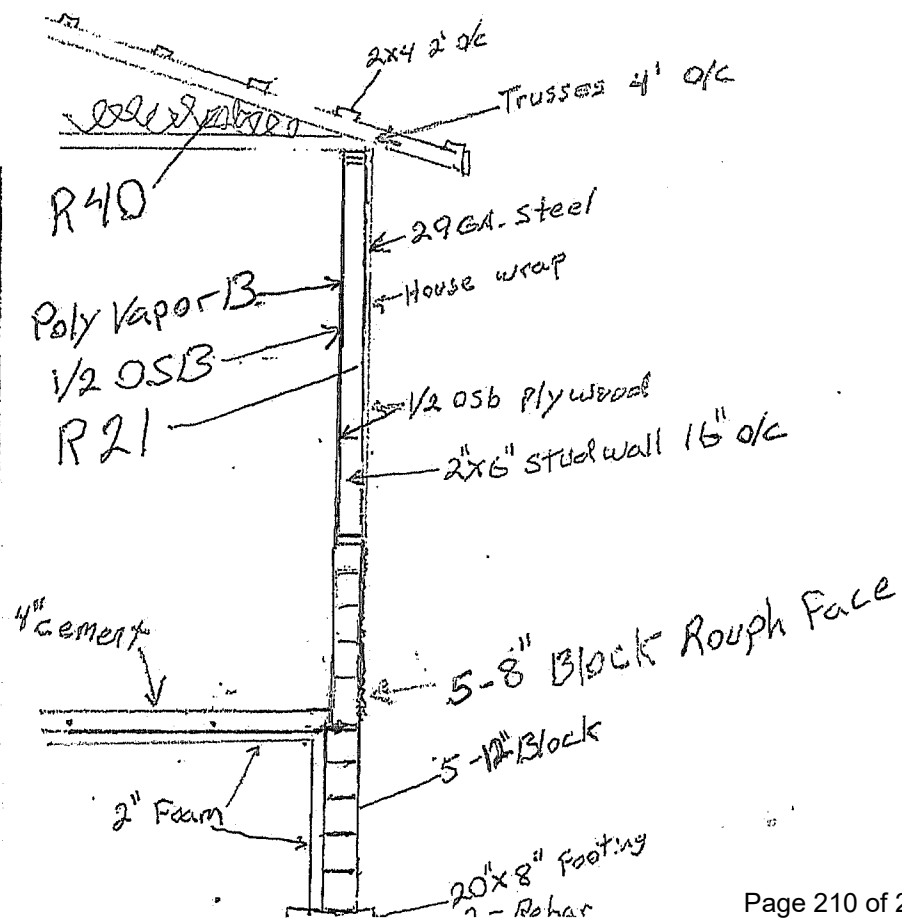
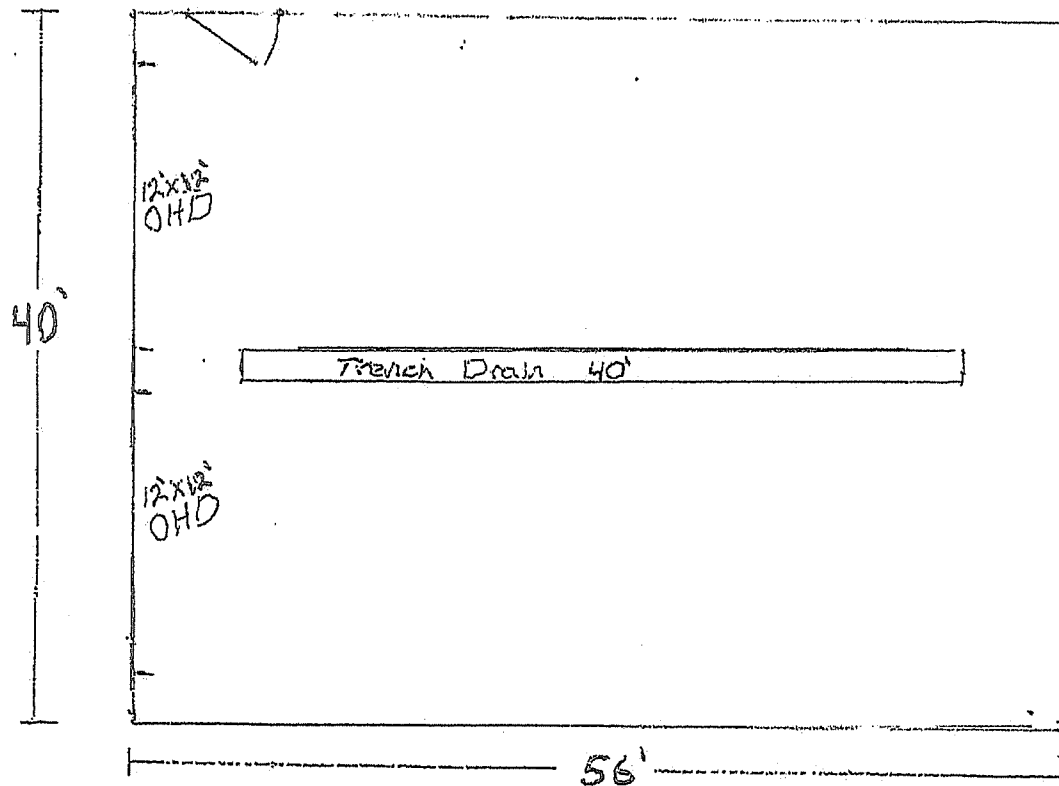
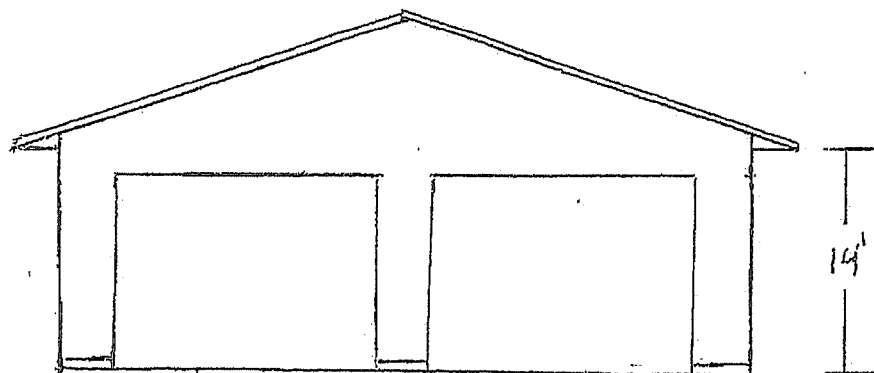
The parcels are the base parcels in Rice County.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

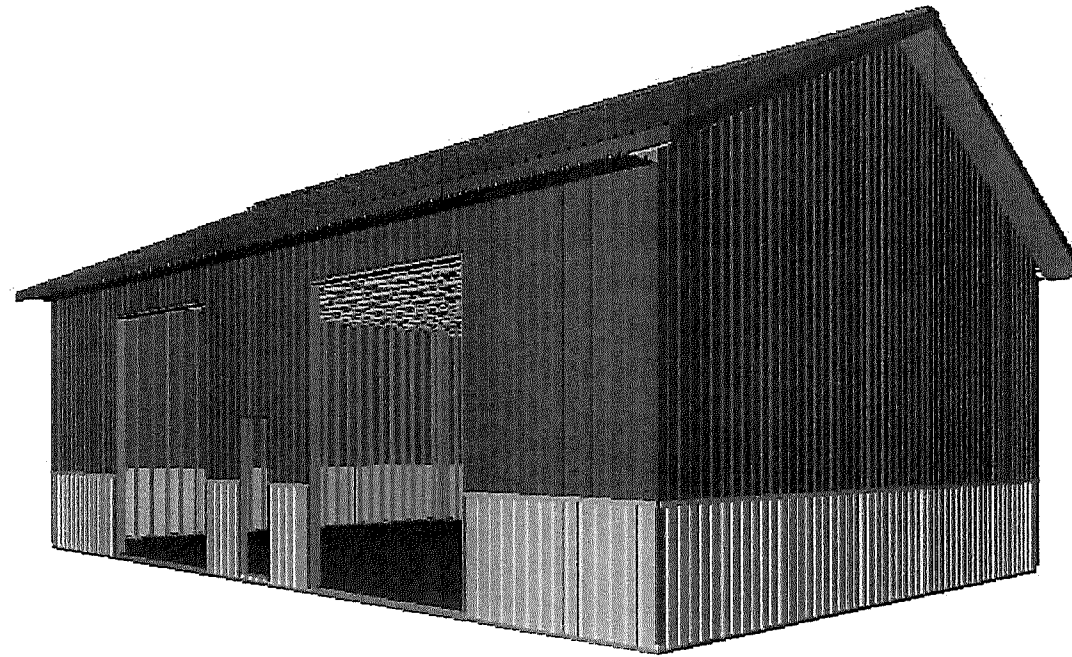
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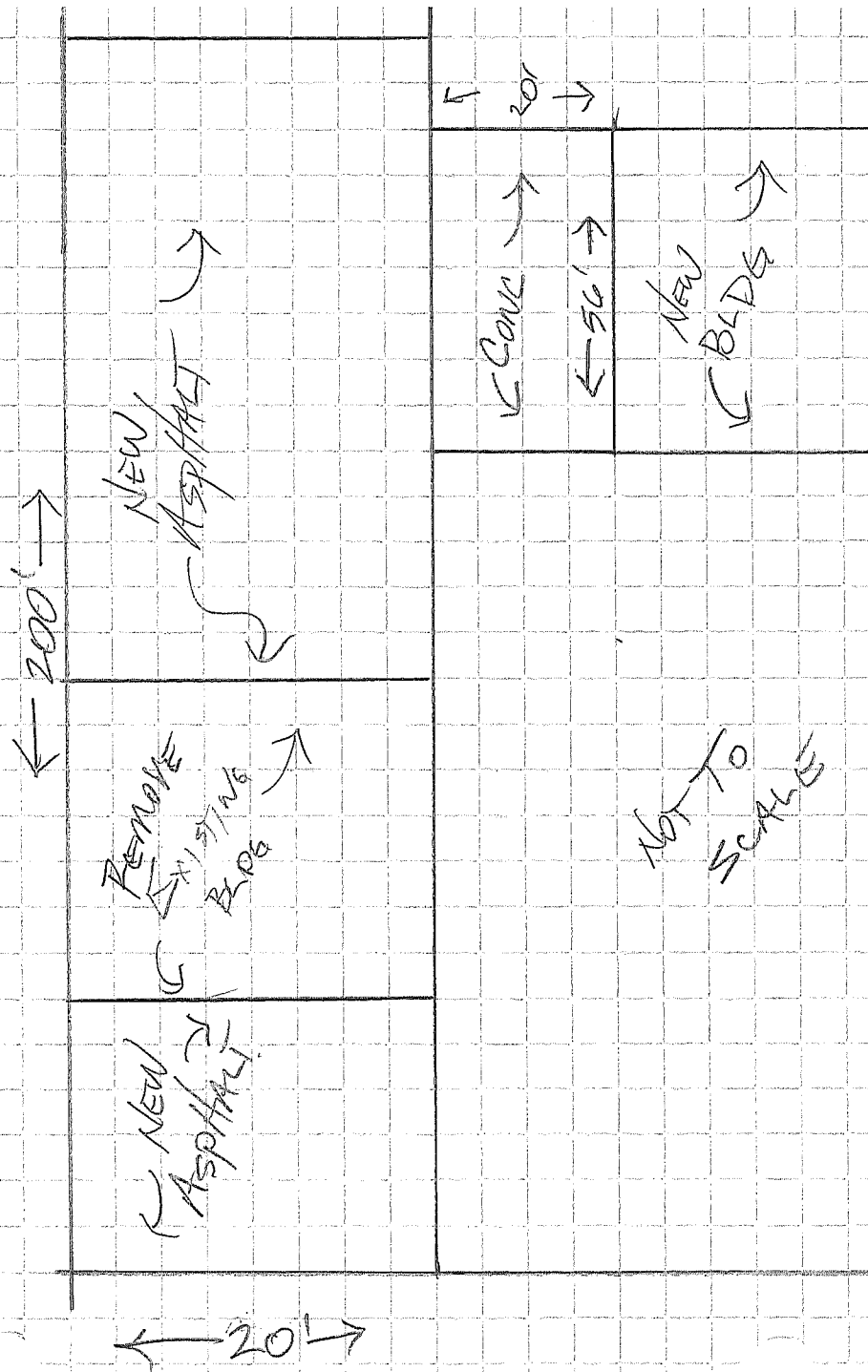
Last Data Uploaded: 9/30/2021 3:41:05 AM

Developed by  **Schneider**
GEOSPATIAL



INTERSTATE BUILDING SUPPLY
31165 CTY 25 BLVD
CANNON FALLS
Phone: 507-263-5066 Fax: 507-263-4883
Fax: 507-263-4883







Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: October 26, 2021
SUBJECT: Resolution 2021-229 Deny Applications for Variances, Planned Unit Development and Conditional Use Permit Related to 903 Spring Road

Background:

Chris Bakken, Chief Manager of Extreme Unlimited LLC property owner, is proposing to develop two four-unit buildings on a vacant 18,500 SF lot located at 903 Spring Road. The property is zoned R-4 High Density Residential District. The development plans call for one new four-unit building to be built at the south end of the property. He also plans to move in a previously occupied four-unit building to be located at the north end of the site. Both buildings will have the same architectural appearance. Both will have two units on the upper floor, and two garden level units on the lower floor. Parking for 14 cars is provided on plans. A trash enclosure is provided at the south end of the parking lot. The site will be landscaped with trees on three sides and a screening fence on the east side of the parking lot.

- Variances from side parking lot setback requirements are requested to allow a 5-foot setback from the east, where 10-feet is the minimum required for this district.
- The developer is also seeking a variance from side building setback requirements to allow both buildings at a 10-foot setback from the west lot line where a minimum of 15- feet is required in the R-4 district.
- A Conditional Use Permit (CUP) is requested in this case to approve the use of a previously occupied dwelling at this site as required by Sec. 7-30 of the Unified Development Ordinance (UDO).
- A Planned Unit Development (PUD) is required for approval of more than one principal building on one lot.

At its meeting of October 18, 2021, the Planning Commission, after proper notice, held a public hearing regarding the aforementioned applications. No one from the public was present to speak in regard to

these applications. The City has not received any comments from the public on these applications. A staff report recommending denial of the applications requested in this case was presented to the Planning Commission. The report noted that the applications do not meet the required findings for approval of variances. The practical difficulties in this case were created by the applicant in seeking to locate an existing building on the site with a second building to match it rather than designing a building and parking lot layout that fits the dimensions of the lot. The report noted that there are no unique physical characteristics that justify the variances. The application for a Planned Unit Development did not provide enhanced open space and an innovative design. The CUP in this case relies on the variances and planned unit development for approval. If these are not approved, the CUP should also be denied.

The Planning Commission voted three to three on a motion to deny all three applications. The motion failed, so the planning commission is not forwarding a recommendation regarding this matter. The Staff Recommendation for denial (as presented to the Planning Commission) is forwarded for consideration by the City Council. The applicant is seeking approval of all three applications as submitted to the planning commission for the public hearing.

Recommendation:

Adopt Resolution 2021-229 to deny the applications for variances, planned unit development and conditional use permit related to 903 Spring Road PID # 18.01.4.76.002.

Attachments:

1. Resolution 2021-229 Deny Applications for Variances, PUD and CUP
2. 3B Staff Report for 903 Spring Road

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-229

DENY APPLICATIONS FOR VARIANCES, PLANNED UNIT DEVELOPMENT AND CONDITIONAL USE PERMIT RELATED TO 903 SPRING ROAD

WHEREAS, Chris Bakken, Chief Manager, Extreme Unlimited LLC (Owner), applied to the City of Faribault requesting approval of parking lot and building setback variances, a planned unit development to allow two primary buildings on one lot and a conditional use permit to move a previously occupied four (4) unit dwelling to lot in the R-4 High Density Residential District, located at 903 Spring Road, legally described in Exhibit A and generally illustrated in Exhibit B; and

WHEREAS, City Staff has completed a review of said applications and made a report (#21-010) to the Planning Commission recommending denial of the plans and requested approvals, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 18th day of October, 2021, following proper notice, held a public hearing regarding the Owner's applications, and following said public hearing voted three to three on a motion to deny the applications. The motion thereby did not pass and the Planning Commission did not make a recommendation in this case; and

WHEREAS, in the absence of a Planning Commission recommendation in this case, City Staff presented the City Council with its recommendation to deny the Owner's applications based on the following findings:

- 1. Required Finding for a Variance: Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control. The unique circumstances do not result from the actions of the applicant.**

Specific Finding: The circumstances in this case creating the need for the variances are the result of the Owner's plan to move an existing building to the site and building a second building that together don't meet setbacks. Other building plans can be developed that do not require setback variances at this site.

Specific Finding: There are no unique conditions or practical difficulties related to the environment, topography or natural features of the site.

- 2. Required Finding for a Planned Unit Development: A sufficient amount of usable open space is provided.**

Specific Finding: The purpose of the City's planned unit development ordinance is in part to promote innovation of design, enhanced open space, or protection of natural environmental features. The application as proposed does not provide the required amount of open side yard area specified for the R-4, High Density Residential District and does not otherwise provide enlarged yard areas on site, therefore does not provide enhanced open spaces and does not provide a sufficient amount of open space required in this district.

- 3. Required Finding for Conditional Use Permit: The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.**

Specific Finding: The site associated with the conditional use permit application in this case requires variances from setback requirements of the R-4, High Density Residential District therefore does not conform to the applicable regulations of the district in which it is located. Denial of the associated variance applications prevents approval of the conditional use permit application in this case.

WHEREAS, at a public meeting on October 26, 2021, the City Council

considered the Applicant's requests and concurred with the City Staff recommendation and findings for denial of the applications as stated in the above recitals and hereby makes the identical findings.

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

Section 1. Denial of Requested Variance Applications. Based on the findings above, the City Council of the City of Faribault hereby denies the Owner's request for side setback variance and building side setback variance as proposed for property commonly known as 903 Spring Road, PID # 18.01.4.76.002.

Section 2. Denial of Requested Planned Unit Development Application. Based on the findings listed above, the City Council of the City of Faribault hereby denies the Owner's application with a development plan shown on Exhibit B, for a planned unit development to allow two primary buildings on one multi-family lot for property commonly known as 903 Spring Road, PID # 18.01.4.76.002.

Section 3. Denial of Requested Conditional Use Permit Application. Based on the findings listed above, the City Council of the City of Faribault hereby denies the Owner's application for a conditional use permit to move a previously occupied four (4) unit dwelling to a multi-family residential lot located at 903 Spring Road, PID# 18.01.4.76.002.

Section 4. Authorized Actions of the City. The Mayor, City Administrator, City Staff, and the City's Consultants are hereby authorized and directed to take any additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

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

Date Adopted: October 26, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

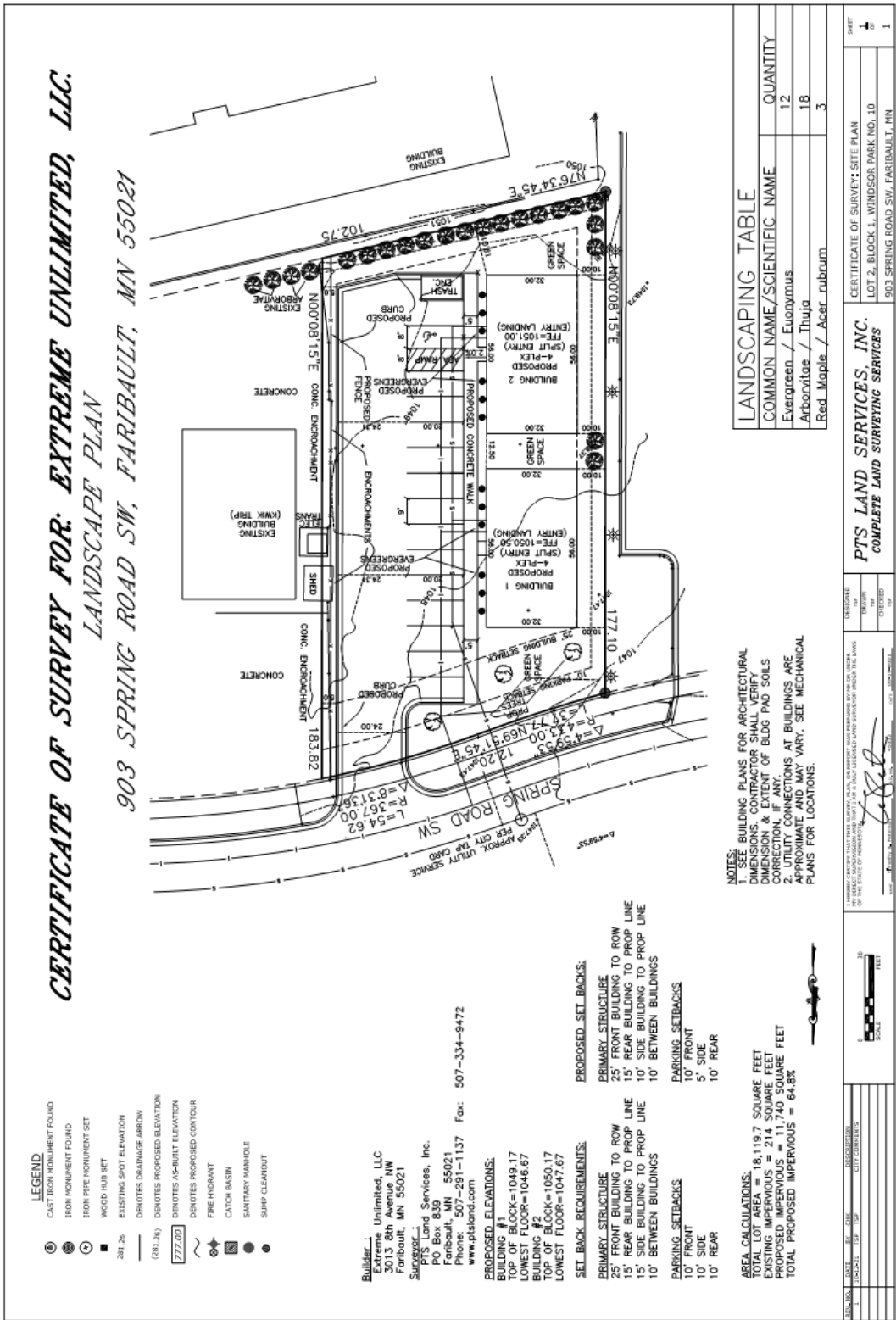
Timothy C. Murray, City Administrator

EXHIBIT A:

Legal Description
PID # 18.01.4.76.002.

Lot 2, Block 1, Windsor Park No. 10, City of Faribault, County of Rice, State of Minnesota

Exhibit B





FARIBAULT PLANNING COMMISSION

SEPTEMBER 20, 2021 PUBLIC HEARING

Case Number & Request:	21-10, Applications related to New Development at 903 Spring Road. The subject site in this case is located in the R-4, High Density Residential District. 1) Variances from parking lot setback requirements and building setback requirements for R-4 District. 2) Conditional Use Permit to move a previously occupied dwelling to a vacant residential lot. 3) Planned Unit Development to construct more than one principal building on one lot.
Applicant:	Chris Bakken, LLC Chief Manager
Owners:	Extreme Unlimited LLC
Staff Recommendation:	Recommend Denial of Requested Applications.
Deadline for Council Action:	December 14, 2021 Unless Extended by the City
From:	Peter Waldock, AICP, Planning Coordinator

BACKGROUND, SUMMARY AND OVERVIEW OF THE REQUEST

Chris Bakken, Chief Manager of Extreme Unlimited LLC property owner, is proposing to develop two four-unit buildings on a vacant 18,500 SF lot located at 903 Spring Road. The property is zoned R-4 High Density Residential District. The development plans call for one new four-unit building to be built at the south end of the property. They also plan to move in a previously occupied four-unit building to be located at the north end of the site. Both buildings will have the same architectural appearance. Both will have two units on the upper floor, and two garden level units on the lower floor. Parking for 14 cars is provided on plans. A trash enclosure is provided on the south end of the parking lot. The site will be landscaped with trees on three sides and a screening fence on the east side of the parking lot.

Variances from side parking lot setback requirements are requested to allow a 5' setback from the east where 10' is the minimum required for this district. The developer is also seeking a variance from side building setback requirements to allow both buildings at a 10' setback from the west lot line where a minimum of 15' is required in the R-4 district.

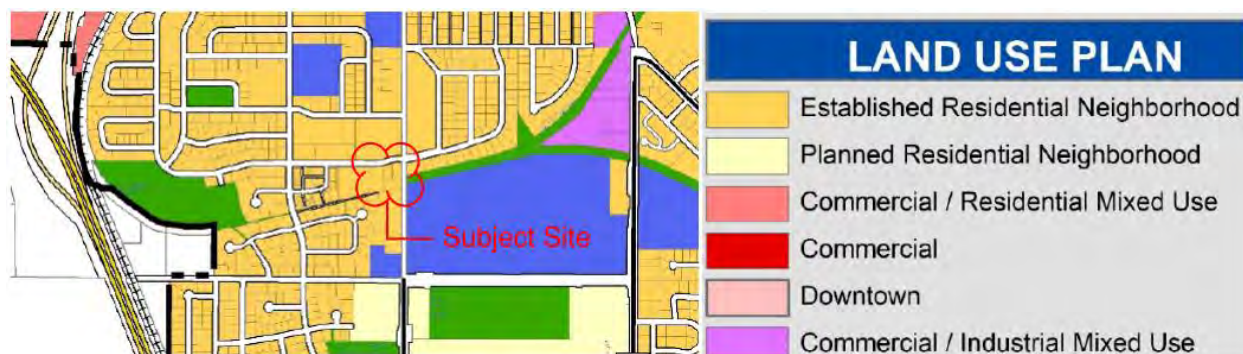
A Conditional Use Permit (CUP) is requested in this case to approve the use of a previously occupied dwelling at this site as required by Sec. 7-30 of the Unified Development Ordinance (UDO).

A Planned Unit Development (PUD) is required for approval of more than one principal building on one lot.

Adjoining property includes multi-family residential uses to the north, west and south. There is a Kwik Trip convenience store adjoining the site to the east. It is noted that the Kwik Trip improvements are encroaching onto the subject site. The encroaching improvements include parking lot pavement, a shed and a satellite dish.



Comprehensive Plan Designation. The Journey to 2040 Comprehensive Plan guides the subject site as an established residential Neighborhood



DISCUSSION:

The variances proposed in this case appear to be self-created, a result of the applicants plan to move in an existing building to the site and build a second matching building on site. This locks in a set building footprint dimension that cannot be altered. The construction of second building requires the buildings to be turned with parking on one side (rather than front or back). One four unit building at the proposed dimensions will be fit on site with no variances if it is laid out facing north with the parking in front or in back of the apartment. A different design for a single apartment building with eight units in one new apartment building may also be possible without needing variances, the CUP or PUD applications.

PUD applications provide flexibility with the required standards of the zoning requirements. It is intended to promote innovation of development, enhanced open space, protection of sensitive environmental conditions, accommodate a mixture of uses, or accommodate a growing demand for housing in the City. This plan will provide more housing in the City, but does not offer innovation of site design or architecture and will not have enhanced open space which are PUD approval objectives listed in Sec. 14-20 of the UDO.

The site has an area of 18,500 Sq. Ft. A site of this size can have up to 8-dwellings with a total number of 12 bedrooms (as proposed) in the R-4 District. The application will meet the UDO density standard.

DEVELOPMENT REVIEW COMMITTEE:

The Development Review Committee (DRC) considered this application at its meeting of October 11, 2021. The DRC noted several comments and concerns with the variances and PUD in applications in this case (as listed below) and decided to recommend against approval of the variances and PUD.

1. The Variances are created by seeking to move an existing building to the site and building a second building that together will limit the layout of the buildings and parking lot on site.
2. The variances are not a result of unique conditions, or practical hardships related to the environment, topography or natural features of the site.
3. Although the PUD as proposal meets the ordinance objective for additional housing, it must also provide innovation of design, enhanced open space or protection of natural environmental features at the site.
4. The Conditional Use Permit can be granted subject to a revised a site plan that meets set back requirements, but the site will only be able to accommodate one building due to the building's size and shape.
5. The existing encroachments from the Kwik Trip development should not restrict development on the subject site.
6. Kwik Trip will need to address and correct their site encroachments and the meet all the site plan requirements of their CUP. That will be a separate code enforcement process.
7. Parking layout and numbers meet ordinance requirements.
8. The landscaping plan provides screening (a 6' fence) next to Kwik Trip and continues the same tree types in a row along the south property line.

Applicable Code Sections:

Chapter 2, Article 7, Faribault Unified Development Ordinance (UDO), requirements and procedures for conditional use permits.

Chapter 2 Article 9, Faribault Unified Development Ordinance (UDO), requirements for Variances.

Chapter 4, Faribault Unified Development Ordinance (UDO), requirements for Site Plan Review approval.

Chapter 10, Article 1, Faribault Unified Development Ordinance (UDO), requirements for Residential District Uses and bulk and density standards.

Chapter 14, Faribault Unified Development Ordinance (UDO), requirements for Planned Unit Developments.

Required Findings.

Conditional Use Permits. Section 2-300 of the UDO includes eleven required findings as a prerequisite for approval of conditional use permits.

Variances. Sec. 2-460 of the UDO includes seven required findings as a prerequisite for approval of variances. The application in this case does not meet all these requirements. This application is found (by staff) to be necessary do to building choices not by practical difficulties related to conditions at the site.

Conditions of Approval. Sec. 2-310 and Sec. 2-470 of the UDO authorizes the City Council to establish reasonable conditions of approval to mitigate adverse impacts associated with the conditional use, to protect neighboring properties and achieve objectives of the ordinance. This provides the City the opportunity to attach conditions of approval to help ensure that the application does not adversely affect the neighborhood should the Planning Commission and City Council wish to approve these applications.

PROPOSED CONDITIONS OF APPROVAL:

1. A 6-foot-tall privacy style fence along the east side of the parking lot area shall be provided to screen the site from the adjoining commercial use to the east.
2. All construction approved with this application, shall be completed within one year of the date of this resolution.
3. The Development of this site shall meet all of the requirements of the City Engineer.
4. The City Administrator is authorized to approve site plan revisions that meet the intent of the City Council approval.

RECOMMENDATION

Staff recommends that the variance application be denied based on the finding that an alternate design for an eight unit building will can be used that will not require variances. Staff will distribute the denial resolution at the Planning Commission meeting.

Denial of the variances will also require the denial of the Planned Unit Development and the Conditional Use Permit since the plan requires for variances for approval of these applications.

It appears to be possible to prepare a site plan that does not require variances for the four unit building that applicant wishes to move to the site. If the variance application and the PUD is denied, he may wish to withdraw the Conditional Use Permit and re-apply with a revised site plan for this building alone on the site that meets all UDO requirements.

ATTACHMENTS

- Location Maps
- Application and plans

Public Hearing Notice 903 Spring Rd



- LEGEND
- CAST IRON MONUMENT FOUND
 - IRON MONUMENT FOUND
 - IRON PIPE MONUMENT SET
 - WOOD HUB SET
 - 281.26 EXISTING SPOT ELEVATION
 - DENOTES DRAINAGE ARROW
 - (281.26) DENOTES PROPOSED ELEVATION
 - 777.00 DENOTES AS-BUILT ELEVATION
 - DENOTES PROPOSED CONTOUR
 - FIRE HYDRANT
 - CATCH BASIN
 - SANITARY MANHOLE
 - SUMP CLEANOUT

CERTIFICATE OF SURVEY FOR: EXTREME UNLIMITED, LLC.
SITE PLAN
903 SPRING ROAD SW, FARIBAULT, MN 55021

Builder :
Extreme Unlimited, LLC
3013 8th Avenue NW
Faribault, MN 55021
Surveyor :
PTS Land Services, Inc.
PO Box 839
Faribault, MN 55021
Phone: 507-291-1137 Fax: 507-334-9472
www.ptsland.com

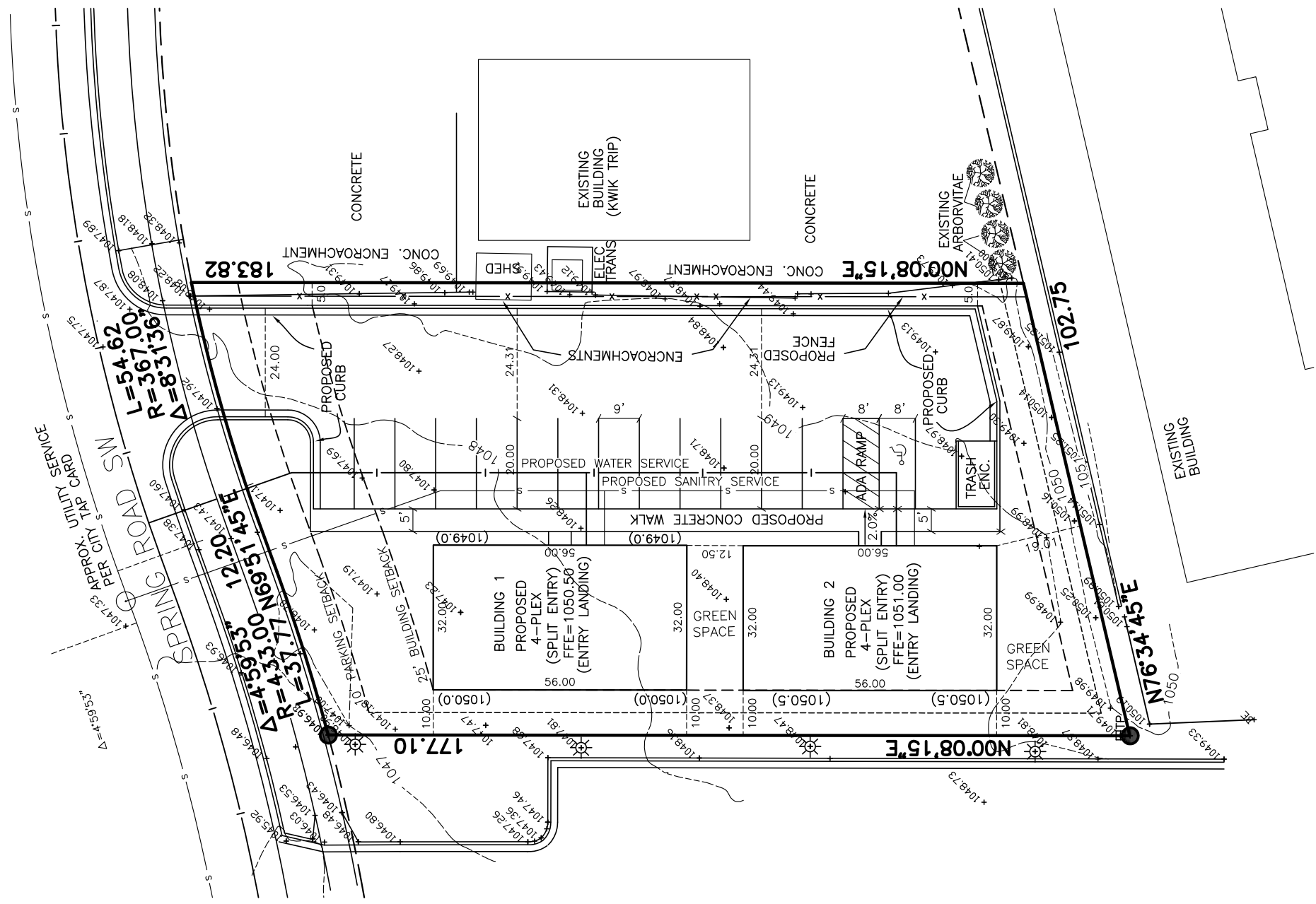
PROPOSED ELEVATIONS:
BUILDING #1
TOP OF BLOCK=1049.17
LOWEST FLOOR=1046.67
BUILDING #2
TOP OF BLOCK=1050.17
LOWEST FLOOR=1047.67

SET BACK REQUIREMENTS:
PRIMARY STRUCTURE
25' FRONT BUILDING TO ROW
15' REAR BUILDING TO PROP LINE
15' SIDE BUILDING TO PROP LINE
10' BETWEEN BUILDINGS

PARKING SETBACKS
10' FRONT
10' SIDE
10' REAR

AREA CALCULATIONS:
TOTAL LOT AREA = 18,119.7 SQUARE FEET
EXISTING IMPERVIOUS = 214 SQUARE FEET
PROPOSED IMPERVIOUS = 11,740 SQUARE FEET
TOTAL PROPOSED IMPERVIOUS = 64.8%

PROPOSED SET BACKS:
PRIMARY STRUCTURE
25' FRONT BUILDING TO ROW
15' REAR BUILDING TO PROP LINE
10' SIDE BUILDING TO PROP LINE
10' BETWEEN BUILDINGS
PARKING SETBACKS
10' FRONT
5' SIDE
10' REAR



NOTES:
1. SEE BUILDING PLANS FOR ARCHITECTURAL DIMENSIONS. CONTRACTOR SHALL VERIFY DIMENSION & EXTENT OF BLDG PAD SOILS CORRECTION, IF ANY.
2. UTILITY CONNECTIONS AT BUILDINGS ARE APPROXIMATE AND MAY VARY, SEE MECHANICAL PLANS FOR LOCATIONS.

FILE: PTS 16005_22
PLOT DATE: 03-15-2021

REV. NO.	DATE	BY	CHK	DESCRIPTION
1	10-12-21	TSP	TSP	CITY COMMENTS



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
NAME Timothy S. Peterson LIC. NO. 45332 DATE 09-19-2021

DESIGNED TSP
DRAWN TSP
CHECKED TSP

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

CERTIFICATE OF SURVEY: SITE PLAN
LOT 2, BLOCK 1, WINDSOR PARK NO. 10
903 SPRING ROAD SW, FARIBAULT, MN

SHEET 1 OF 1

- LEGEND
- CAST IRON MONUMENT FOUND
 - IRON MONUMENT FOUND
 - IRON PIPE MONUMENT SET
 - WOOD HUB SET
 - 281.26 EXISTING SPOT ELEVATION
 - DENOTES DRAINAGE ARROW
 - (281.26) DENOTES PROPOSED ELEVATION
 - 777.00 DENOTES AS-BUILT ELEVATION
 - DENOTES PROPOSED CONTOUR
 - FIRE HYDRANT
 - CATCH BASIN
 - SANITARY MANHOLE
 - SUMP CLEANOUT

CERTIFICATE OF SURVEY FOR: EXTREME UNLIMITED, LLC.
GRADING PLAN
903 SPRING ROAD SW, FARIBAULT, MN 55021

Builder :
Extreme Unlimited, LLC
3013 8th Avenue NW
Faribault, MN 55021
Surveyor :
PTS Land Services, Inc.
PO Box 839
Faribault, MN 55021
Phone: 507-291-1137 Fax: 507-334-9472
www.ptsland.com

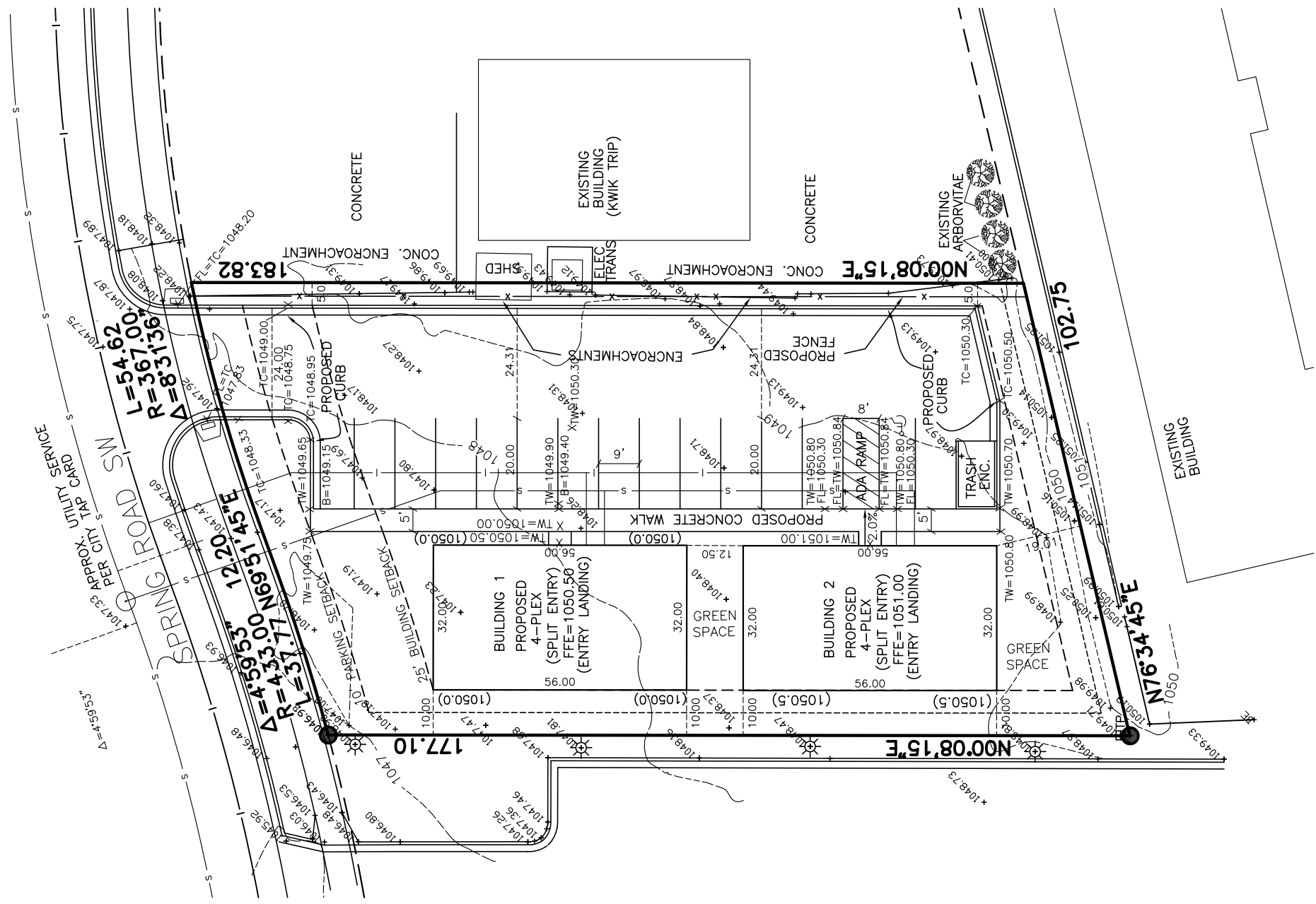
PROPOSED ELEVATIONS:
BUILDING #1
TOP OF BLOCK=1049.17
LOWEST FLOOR=1046.67
BUILDING #2
TOP OF BLOCK=1050.17
LOWEST FLOOR=1047.67

SET BACK REQUIREMENTS:
PRIMARY STRUCTURE
25' FRONT BUILDING TO ROW
15' REAR BUILDING TO PROP LINE
15' SIDE BUILDING TO PROP LINE
10' BETWEEN BUILDINGS

PARKING SETBACKS
10' FRONT
10' SIDE
10' REAR

AREA CALCULATIONS:
TOTAL LOT AREA = 18,119.7 SQUARE FEET
EXISTING IMPERVIOUS = 214 SQUARE FEET
PROPOSED IMPERVIOUS = 11,740 SQUARE FEET
TOTAL PROPOSED IMPERVIOUS = 64.8%

PROPOSED SET BACKS:
PRIMARY STRUCTURE
25' FRONT BUILDING TO ROW
15' REAR BUILDING TO PROP LINE
10' SIDE BUILDING TO PROP LINE
10' BETWEEN BUILDINGS
PARKING SETBACKS
10' FRONT
5' SIDE
10' REAR



CERTIFICATE OF SURVEY FOR: EXTREME UNLIMITED, LLC.
LANDSCAPE PLAN
903 SPRING ROAD SW, FARIBAULT, MN 55021

- LEGEND
- CAST IRON MONUMENT FOUND
 - IRON MONUMENT FOUND
 - IRON PIPE MONUMENT SET
 - WOOD HUB SET
 - 281.26 EXISTING SPOT ELEVATION
 - DENOTES DRAINAGE ARROW
 - (281.26) DENOTES PROPOSED ELEVATION
 - 777.00 DENOTES AS-BUILT ELEVATION
 - DENOTES PROPOSED CONTOUR
 - FIRE HYDRANT
 - CATCH BASIN
 - SANITARY MANHOLE
 - SUMP CLEANOUT

Builder :
Extreme Unlimited, LLC
3013 8th Avenue NW
Faribault, MN 55021
Surveyor :
PTS Land Services, Inc.
PO Box 839
Faribault, MN 55021
Phone: 507-291-1137 Fax: 507-334-9472
www.ptsland.com

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10' FRONT
10' SIDE
10' REAR

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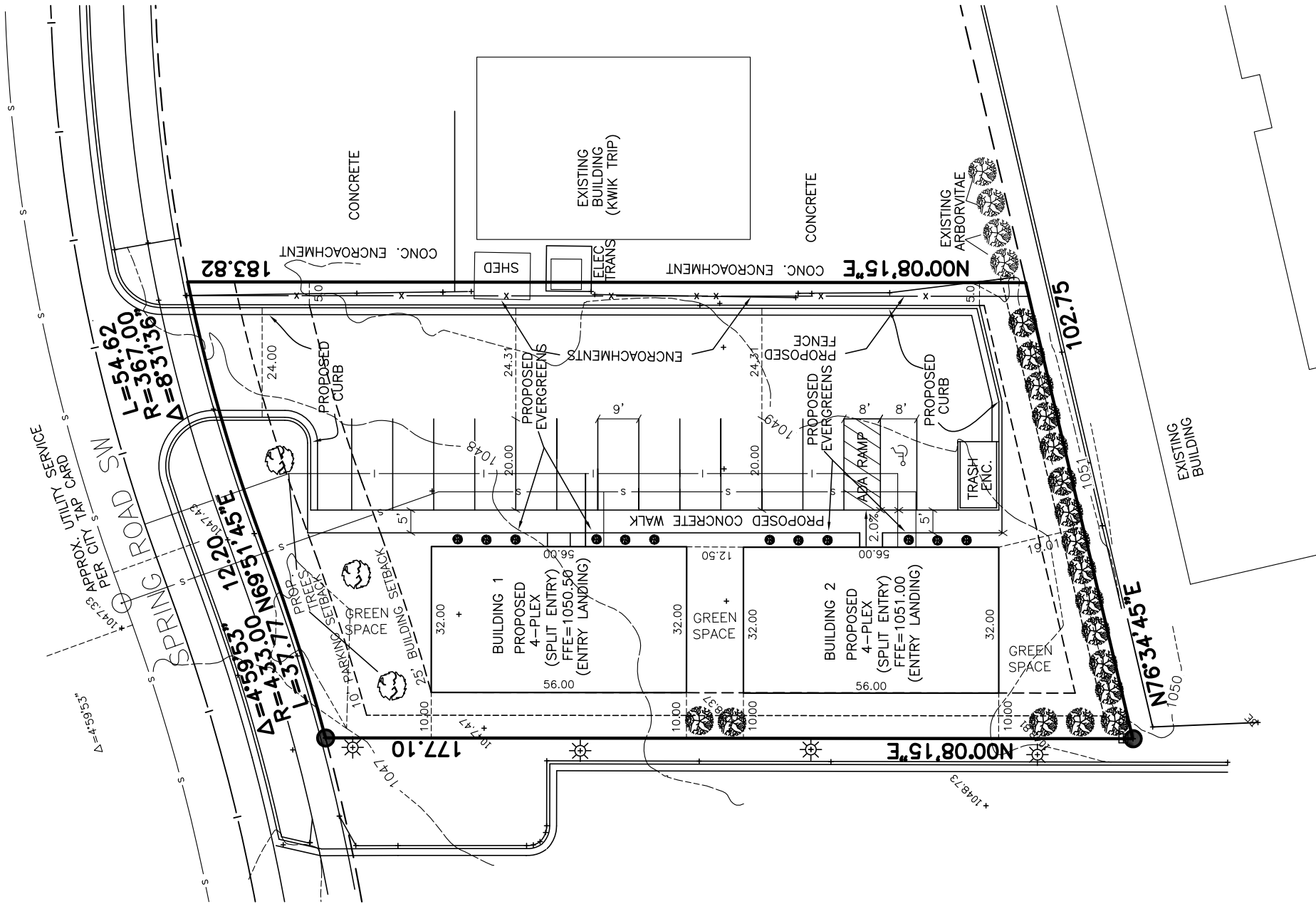
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10' BETWEEN BUILDINGS

PARKING SETBACKS

10' FRONT
5' SIDE
10' REAR



NOTES:
1. SEE BUILDING PLANS FOR ARCHITECTURAL DIMENSIONS. CONTRACTOR SHALL VERIFY DIMENSION & EXTENT OF BLDG PAD SOILS CORRECTION, IF ANY.
2. UTILITY CONNECTIONS AT BUILDINGS ARE APPROXIMATE AND MAY VARY, SEE MECHANICAL PLANS FOR LOCATIONS.

LANDSCAPING TABLE	
COMMON NAME/SCIENTIFIC NAME	QUANTITY
Evergreen / Euonymus	12
Arborvitae / Thuja	18
Red Maple / Acer rubrum	3

REV. NO.	DATE	BY	CHK	DESCRIPTION
1	10-12-21	TSP	TSP	CITY COMMENTS



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME: Timothy S. Peterson LIC. NO. 45332 DATE: 09-19-2021

DESIGNED
TSP
DRAWN
TSP
CHECKED
TSP

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

CERTIFICATE OF SURVEY: SITE PLAN
LOT 2, BLOCK 1, WINDSOR PARK NO. 10
903 SPRING ROAD SW, FARIBAULT, MN

SHEET
1
OF
1

VICINITY MAP / LOT VIEW



EXISTING HOUSE PHOTO



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION USE

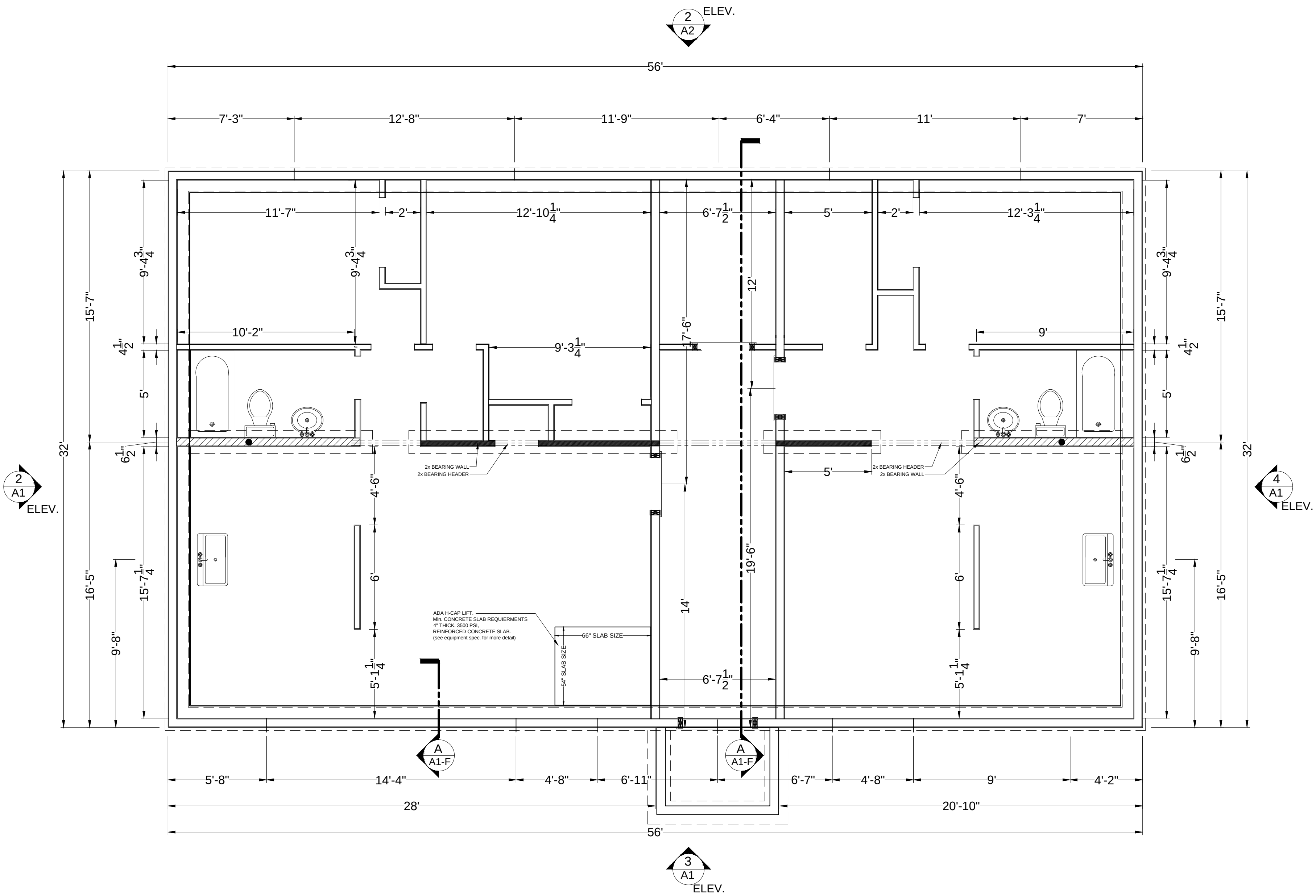
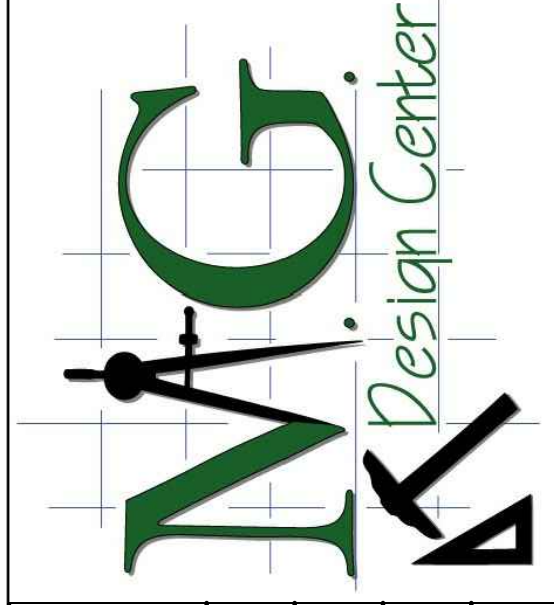
DETAIL # PAGE #	1 A-3	ELEVATION REFERENCE ARROW
DETAIL # PAGE #	1 A-3	BUILDING SECTION REFERENCE ARROW
		CONSTRUCTION ASSEMBLY TAG
		BATHROOM EXHAUST FAN
		PENDENT LIGHT FIXTURE
		CAN LIGHT FIXTURE
		INTERCONNECTED SMOKE DETECTOR WITH VISUAL COMPONENT
		CARBON MONOXIDE DETECTOR
		10" LIGHT TUBE (SKYLIGHT)

PAGE INDEX

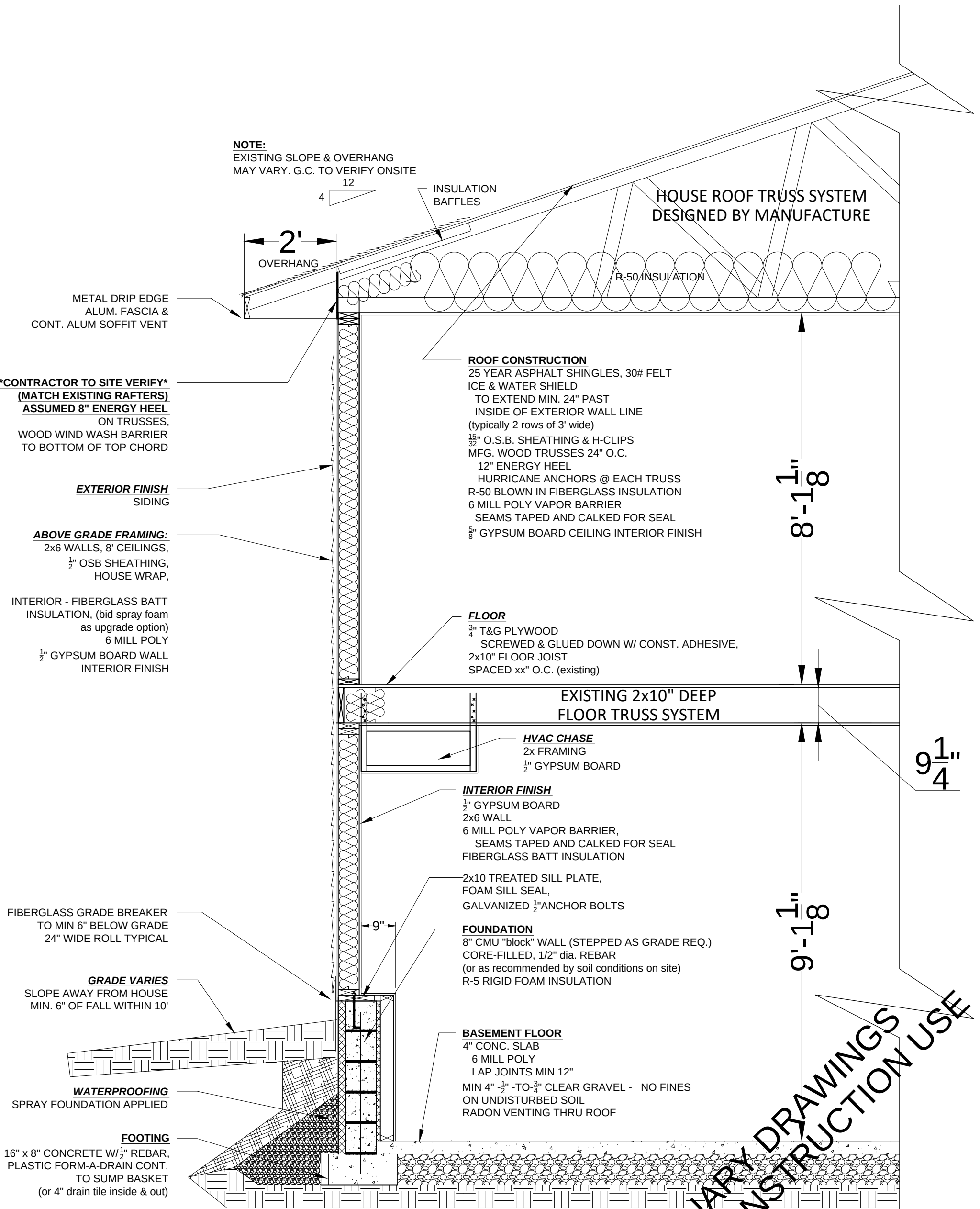
A1-F	FOOTING LAYOUT PLAN, WALL SECTION
A1	BASEMENT FLOOR PLAN, ELEVATIONS
A2	MAIN FLOOR PLAN, ELEVATIONS, ROOF PLAN
A3	BUILDING SECTION
A4	WALL BRACING PLAN
A5	WALL BRACING DETAILS

BID-SET DRAWINGS
NOT FOR CONSTRUCTION USE

Matt Graf New Prague, MN 320.290.8948		Revisions:	
		MOVED MECH. RM. REMOVED SHED ROOF	21-0421
		ADA LIFT	21-0525



1
A1-F FOOTING LAYOUT PLAN
SCALE: 1/4" = 1'-0"

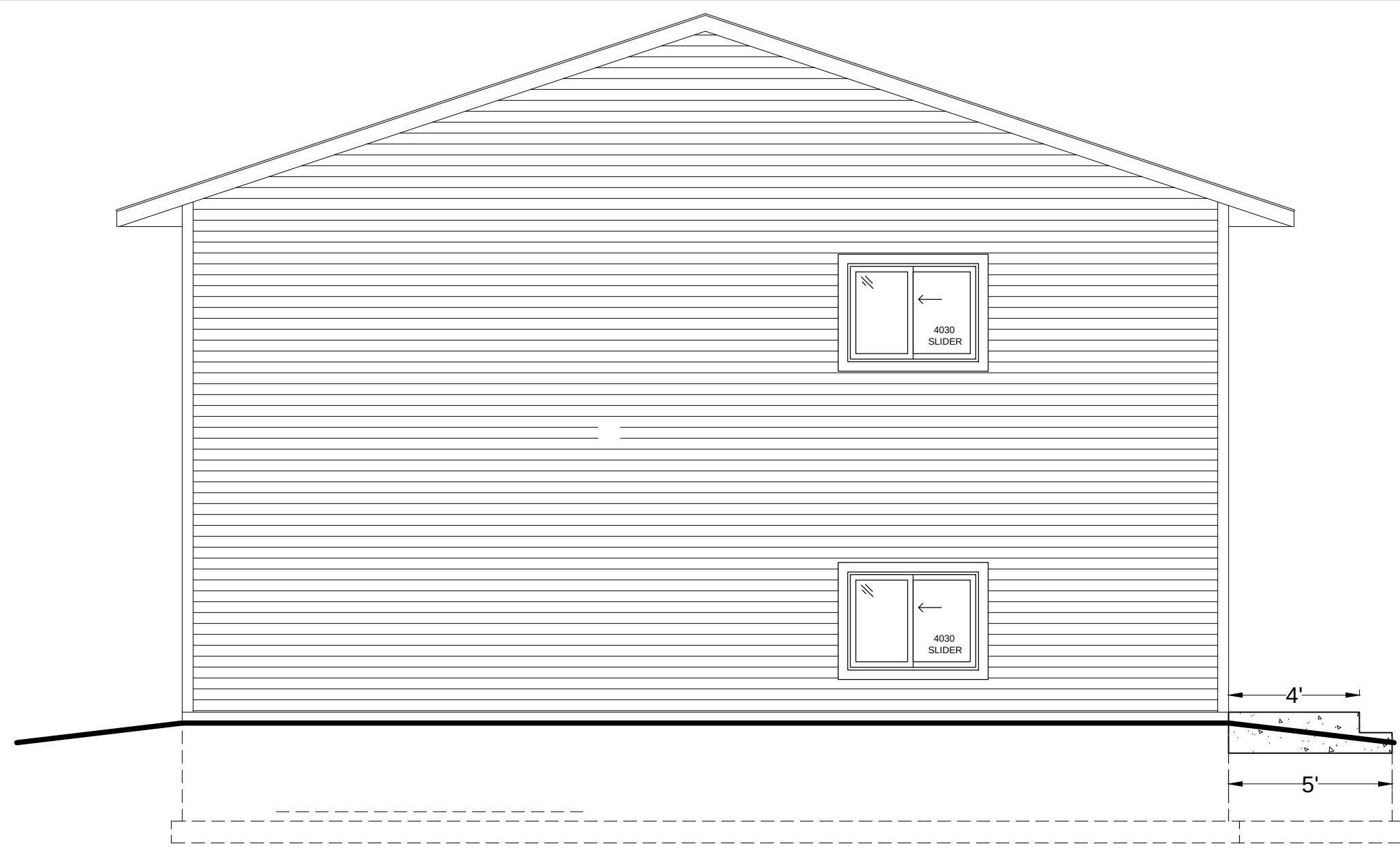


A
A1-F WALL SECTION
SCALE: 1/2" = 1'-0"

Disclaimer: HOUSE PLANS, & M.G. DESIGN CENTER
Assumes no responsibility for building code violations,
errors or omissions. Warrants no plans what so ever.
As such M.G. Design Center is not the builder and can not
warranty any building built off these plans for any reason.
Any building constructed from these plans should be
checked with local authorities and municipalities before
construction.

Chris Bakken
NEW HOUSE
903 Spring Rd
Faribault, MN 55021
contact # (507)-838-7007

July 28, 2021
A1-F

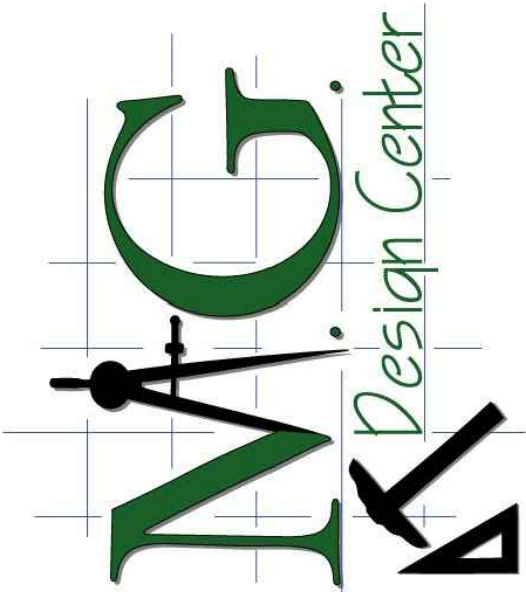


2 ELEVATION
A1 SCALE: 1/4" = 1'-0"



3 ELEVATION
A1 SCALE: 1/4" = 1'-0"

BID-SET DRAWINGS
NOT FOR CONSTRUCTION USE



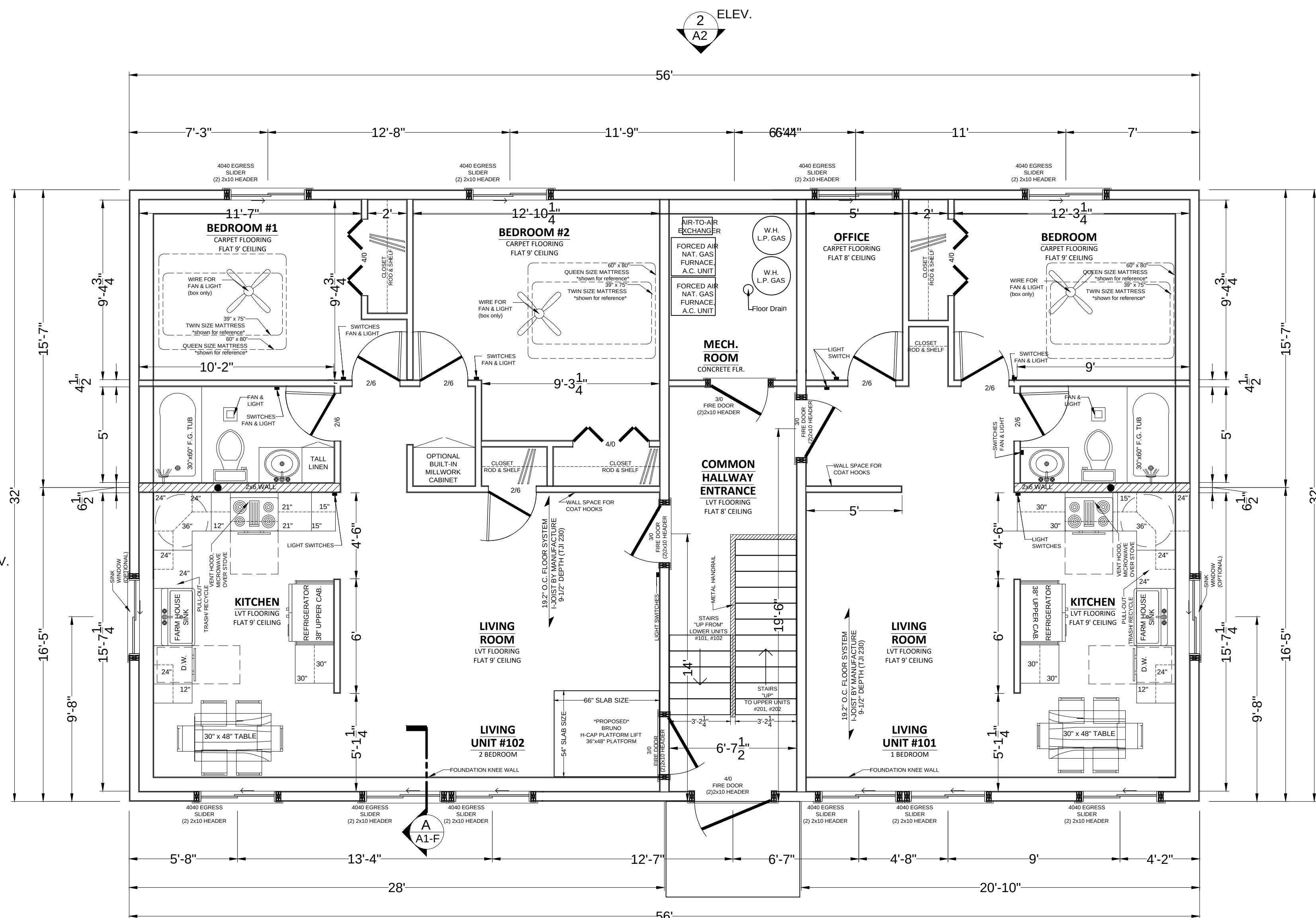
Matt Graf New Prague, MN 320.290.8948	Date:	21-0421	21-0525
Revisions:	MOVED MECH. RM. REMOVED SHED ROOF	ADA LIFT	

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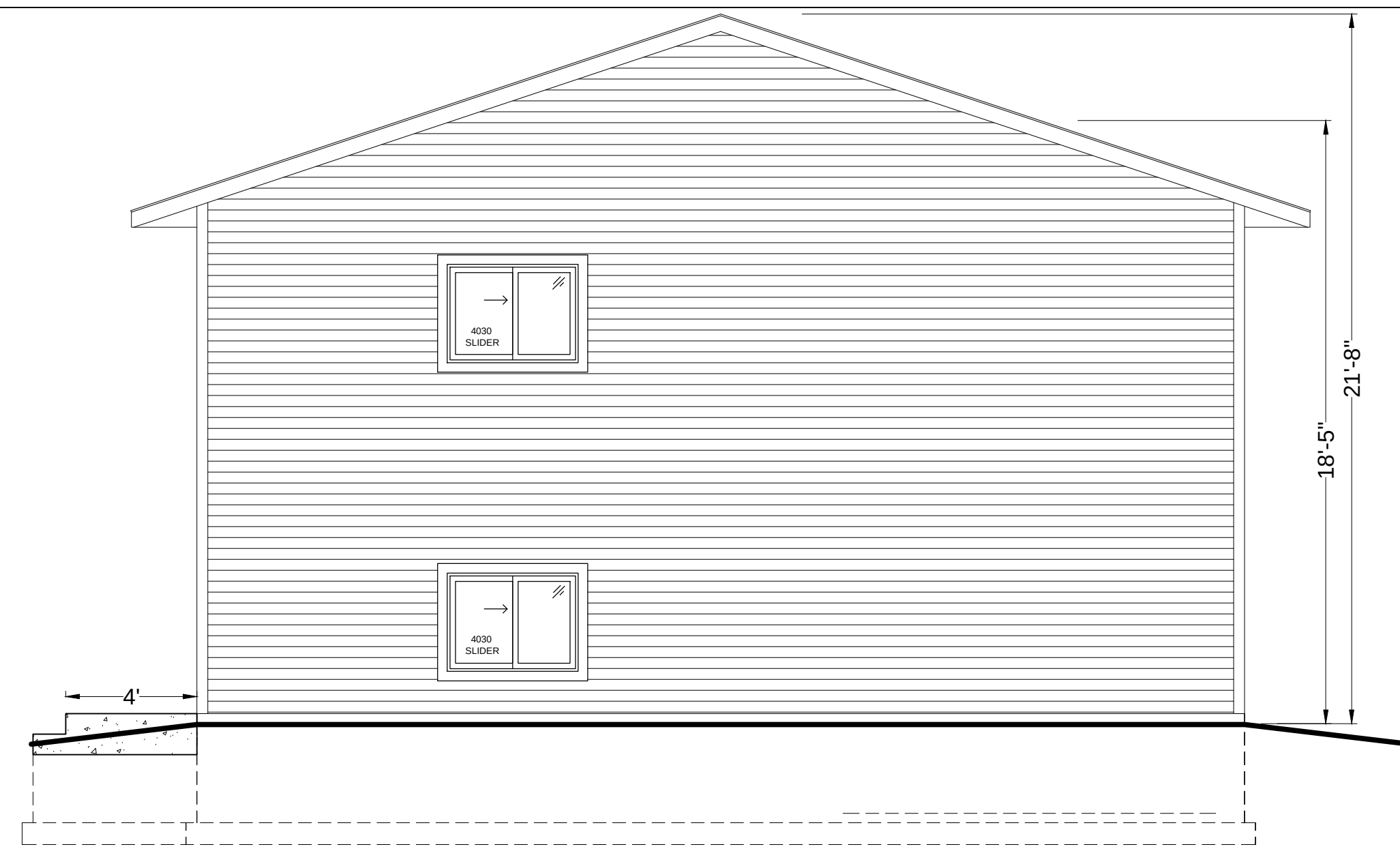
Chris Bakken
NEW HOUSE
903 Spring Rd
Faribault, MN 55021
contact # (507)-838-7007

July 28, 2021

A-1



1 BSMT. FLOOR PLAN
A1 SCALE: 1/4" = 1'-0"



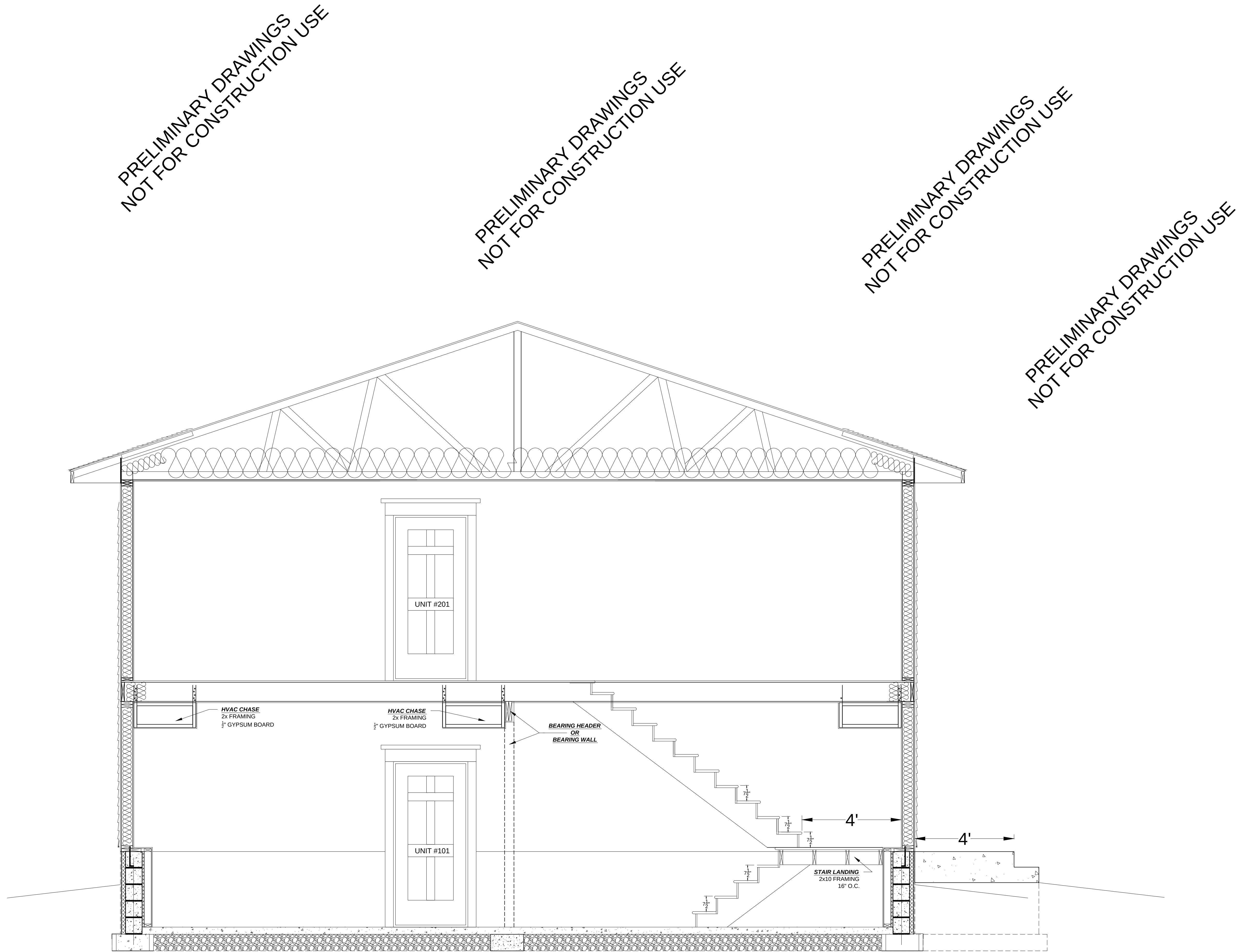
4 ELEVATION
A1 SCALE: 1/2" = 1'-0"



5 WINDOWS & DOORS
A1 SCALE: 1/2" = 1'-0"

24x36 PAPER-TO SCALE

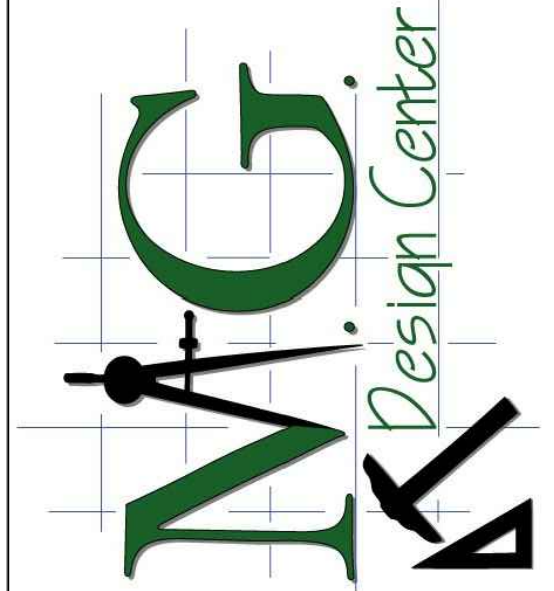
PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION USE



1
A3

BUILDING CUT SECTION

SCALE: 1/2" = 1'-0"



Matt Graf New Prague, MN 320.290.8948	
Revisions:	Date:

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903 Spring Rd
Faribault, MN 55021

contact # (507)-838-7007

July 28, 2021

A-3

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
9 MONTHS ENDING September 30, 2021
75.00%



GENERAL FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Taxes	\$ 7,866,482	\$ 8,825,835	\$ 4,736,167	53.66%
Permit & Licenses	546,332	496,305	315,972	63.66%
Intergovernmental Revenue	8,883,181	7,168,662	4,724,370	65.90%
Charges for Services	1,464,405	1,295,426	559,690	43.21%
Fines & Forfeits	101,772	145,000	112,642	77.68%
Miscellaneous Revenue	817,406	143,020	125,619	87.83%
Other Sources	212,314	337,721	-	0.00%
Total	\$ 19,891,891	\$ 18,411,969	\$ 10,574,460	57.43%
Expenditures				
Council	\$ 255,369	\$ 293,363	\$ 232,169	79.14%
City Administration	271,495	287,665	201,721	70.12%
Elections	39,892	4,520	1,620	35.84%
Finance Administration	498,517	519,658	376,398	72.43%
Information Services	232,652	254,565	159,249	62.56%
Legal Services	220,153	324,700	167,627	51.63%
Personnel Administration	256,911	242,376	182,790	75.42%
Planning & Zoning	414,668	445,410	297,921	66.89%
City Hall Maintenance	175,778	190,649	124,760	65.44%
Police Administration	976,578	1,011,409	769,392	76.07%
Criminal Investigation	954,681	991,054	700,336	70.67%
Uniform Patrol	3,117,858	3,280,352	2,336,662	71.23%
Police Records	440,267	465,161	329,740	70.89%
Fire Administration	253,562	301,364	195,046	64.72%
Fire Suppression	1,328,880	1,396,577	914,853	65.51%
Code Enforcement -Inspection	504,371	554,068	346,547	62.55%
Emergency Management	3,205	5,550	3,313	59.69%
Community Services	238,304	327,499	175,639	53.63%
Public Works Administration	108,902	113,191	75,090	66.34%
Street Maintenance Projects	1,413,086	1,454,542	1,040,915	71.56%
Ice & Snow Removal	104,759	121,000	104,537	86.39%
Equipment Maintenance	287,681	293,395	218,764	74.56%
Street Lighting	299,276	280,500	154,198	54.97%
Traffic Signs & Signals	47,063	52,100	28,325	54.37%
Engineering	559,407	572,756	403,544	70.46%
Community Center Administration	601,949	703,466	470,084	66.82%
Community Center Building	411,469	522,488	335,004	64.12%
Aquatic Center	61,123	297,649	284,270	95.51%
Washington Center	35,255	59,254	33,172	55.98%
Soccer Complex	26,738	34,418	30,198	87.74%
Adult Programs	97,857	147,864	87,416	59.12%
Youth Programs	45,363	127,568	111,144	87.13%
Parks	1,043,535	1,090,333	746,446	68.46%
Library	1,239,298	1,175,864	797,367	67.81%
Miscellaneous Unallocated	976,292	504,939	397,233	78.67%
Mass Transit	-	10,000	-	0.00%
Total	\$ 17,542,197	\$ 18,457,267	\$ 12,833,487	69.53%
	2,349,695	(45,298)	(2,259,026)	
* transfer to capital funds	(530,723)			
YTD Fund Balance Increase (Decrease)	1,818,971			



WATER FUND				
	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 3,529,388	\$ 3,656,925	\$ 2,865,569	78.36%
Miscellaneous Revenue	848,583	51,700	(1,498)	-2.90%
Other Sources	3,000	-	2,125	
Total	\$ 4,380,971	\$ 3,708,625	\$ 2,866,196	77.28%
Expenses				
Personnel Services	\$ 525,031	\$ 597,379	\$ 400,838	67.10%
Supplies	348,831	349,460	233,389	66.79%
Other Services & Charges	1,300,025	766,507	541,745	70.68%
Capital Outlay	-	7,349,687	1,188,734	16.17%
Debt Service	54,306	563,043	79,193	14.07%
Other Uses	104,076	90,000	67,500	75.00%
Total	\$ 2,332,269	\$ 9,716,076	\$ 2,511,399	25.85%
YTD Fund Balance Increase (Decrease)	2,048,702	(6,007,451)	354,797	
Depreciation		(1,100,000)	(825,000)	
YTD Fund Balance Increase (Decrease) with depreciation	2,048,702		(470,203)	
SEWER FUND				
	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 6,509,217	\$ 5,635,000	\$ 4,809,344	85.35%
Miscellaneous Revenue	461,671	77,000	34,965	45.41%
Other Sources	64,680	-	1,024,347	0.00%
Total	\$ 7,035,568	\$ 5,712,000	\$ 5,868,657	102.74%
Expenses				
Sewer Collection				
Personnel Services	\$ 484,869	\$ 503,219	\$ 356,499	70.84%
Supplies	72,841	97,037	29,217	30.11%
Other Services & Charges	770,271	298,174	153,865	51.60%
Capital Outlay	-	1,539,654	142,212	9.24%
Other Uses	105,000	55,838	78,750	141.03%
Water Reclamation Plant				
Personnel Services	948,345	944,529	691,433	73.20%
Supplies	436,193	371,050	320,533	86.39%
Other Services & Charges	2,108,825	999,309	632,024	63.25%
Capital Outlay	-	2,165,000	2,521,082	116.45%
Debt Service	322,580	1,497,603	303,603	20.27%
Other Uses	105,000	105,000	78,750	75.00%
Total	\$ 5,353,923	\$ 8,576,413	\$ 5,307,967	61.89%
YTD Fund Balance Increase (Decrease)	1,681,644	(2,864,413)	560,690	
Depreciation		(1,905,000)	(1,428,750)	
YTD Fund Balance Increase (Decrease) with depreciation	1,681,644		(868,060)	
STORM WATER FUND				
	Preliminary FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 990,687	\$ 1,120,643	\$ 854,409	76.24%
Miscellaneous Revenue	116,985	22,500	(5,471)	-24.31%
Intergovernmental	4,000	-	-	
Total	\$ 1,111,672	\$ 1,143,143	\$ 848,938	74.26%
Expenses				
Personnel Services	\$ 196,022	\$ 234,495	\$ 161,353	68.81%
Supplies	41,472	36,600	18,773	51.29%
Other Services & Charges	444,188	163,765	115,612	70.60%
Capital Outlay	-	1,491,181	6,241	0.42%
Other Uses	20,040	-	-	
Total	\$ 701,721	\$ 1,926,041	\$ 301,979	15.68%
YTD Fund Balance Increase (Decrease)	409,951	(782,898)	546,959	
Depreciation		(400,000)	(300,000)	
YTD Fund Balance Increase (Decrease) with depreciation	409,951		246,959	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
9 MONTHS ENDING September 30, 2021
75.00%



CASH AND INVESTMENTS					
101	General Fund	7,972,655			Average interest Rate
	Fire Insurance Escrow	78,295	Wells Fargo	85,622	0.01%
210	Charitable Gambling Board	65,160	4M Fund	535,439	0.02%
211	City Rental Property Mgmt	81,430	State Bank of Faribault	5,840,055	0.30%
215	Public Safety Programs	47,679	Citizens Community Federal	3,026,705	0.30%
225	Airport	483,902	RBC	33,283,285	1.86%
240	Community Development	529,918	UBS Financial	1,164,773	2.75%
	EDA Future Project	465,796		<u>\$ 43,935,880</u>	
241	Public Housing	159,562			
	Security Deposits Escrow	16,670			
243	Industrial Development Loan	246,955			
244	Rental Housing Rehabilitation	189,303	Petty cash (on hand)	1,485	
245	Revolving Loans	(7,434)	Escrow Accounts	111,063	0.30%
247	SCDP Revolving Loans	330,839		<u>\$ 112,548</u>	
248	Federal MIF Loans	627,358			
249	Minnesota Investment Fund	14,098			
254	CRV Rehabilitation Program	57,250			
263-272	TIF Districts	100,444			
280	Faribault HRA	867,823	TOTAL CASH	<u><u>\$ 44,048,428</u></u>	
290	Economic Development Authority	465,256			
292	EDA Revolving Fund	383,130			
344-348	Debt Service Funds	2,507,754			
360	Equipment Certificates	254,900			
401	Street Improvement Projects	3,260,412			
404	Park Land Dedication	460,015			
431	Capital Replacement Fund	2,303,186			
437	Public Facility Projects	1,256,965			
469	2018 Construction Projects	434,235			
470	TH60 Reconstruct (2019)	(307,601)			
472	30th St NW & TH3	(71,424)			
473	2020 Construction Projects	(413,634)			
474	2021 Construction Projects	(724,323)			
601	Water Fund	6,866,922			
602	Sewer Fund	10,668,480			
603	Storm Water Fund	2,899,960			
704	Worker's Compensation	251,873			
705	Property Liability Reserve	126,354			
873	Roberds Lake Sewer District	19,524			
897	Elderly Housing Corporation	462,660			
898	Robinwood Manor	599,982			
	Escrow Account	16,097			
	Total	<u>\$ 44,048,428</u>			