



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, FEBRUARY 14, 2023

6:00 PM

- 1. Oath of Office**
- 2. Call to Order/Roll Call/Pledge of Allegiance**
- 3. Presentations/Introductions**
 - A. School Bus Driver Appreciation Day Proclamation
- 4. Approve minutes of January 24, 2023 City Council Meeting, January 31, 2023 Special City Council Meeting and February 7, 2023 Special City Council Meeting**
 - A. Approve minutes of January 24, 2023 City Council Meeting, January 31, 2023 Special City Council Meeting and February 7, 2023 Special City Council Meeting
- 5. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve LG220 Application for Exempt Permit from Catholic United Financial Council 13SS Lawrence/Anne
 - C. Approve LG220 Applications for Exempt Permit from Rice County Pheasants Forever Chapter 0821
 - D. Resolution 2023-019 Accept Donations Made to the City of Faribault
 - E. Resolution 2023-020 Declare Police Portable Radios as Surplus
 - F. Resolution 2023-021 Approve MN Chiefs of Police Foundation Community Partnerships Grant Application
 - G. Resolution 2023-024 Approve Joint Powers Agreement between the Faribault Police Department and State of Minnesota, Bureau of Criminal Apprehension
 - H. Resolution 2023-025 Approve Appointments of Board and Commission Members
 - I. Resolution 2023-033 Approve 2023 Massage Therapist Licenses
 - J. Approve Application and Permit for a 1-4 Day Temporary On-Sale Liquor License
 - K. Approve Job Descriptions
 - L. Approve Hangar Rental Agreement Renewals
 - M. Approve Private Hangar Land Lease
 - N. Accept Quote for Replacement UV Bulbs at Water Reclamation Facility
 - O. Accept Quote for Electrical Circuit Breaker Maintenance at Water Reclamation Facility
 - P. Accept Quote for Sanitary Sewer Structure Rehabilitation
 - Q. Resolution 2023-034 Receive/File Feasibility Report and Establish Public Hearing for 2023 Street Overlay and Sidewalk Improvements - Contract 2023-02
 - R. Approve LG230 Application to Conduct Off-Site Gambling for Faribault Youth Rotary Services
 - S. Approve CIP Purchase - Pickup Truck with Box and Plow
 - T. Approve Agreement to Provide Design Services for City Hall Third Floor Renovation

- U. Resolution 2023-029 Approve Hiring Administrative Coordinator
- V. Resolution 2023-030 Approve Hiring Light Equipment Operator
- W. Resolution 2023-031 Approve Hiring Receptionist
- X. Approve Faribault Police Department Body Worn Camera Audit Report
- Y. Resolution 2023-035 Authorize the Faribault Fire Department to Apply for the Hannah Lips Foundation Grant

6. Requests to be Heard

7. Public Hearings – None

8. Items for Discussion

- A. Ordinance 2023-1 Approve a Zoning Text Amendment to Permit K-12 Schools in Certain Commercial Zoning Districts with a Conditional Use Permit and Clarify School Uses in Industrial Districts (First Reading)
- B. Resolution 2023-026 Approve a Conditional Use Permit for a K-12 Charter School in Faribo Town Square at 201 Lyndale Avenue South
- C. Resolution 2023-027 Approving Variances for Lot Width, Parking Lot Setbacks and Driveway Setbacks at the Cedar Lake Electric Site, 20700 Bagley Avenue
- D. Resolution 2023-028 Approving the Preliminary and Final Plat Applications for CLE Addition at 430 Western Avenue S and 20700 Bagley Avenue
- E. Ordinance 2023-2 Rezone Property in the CLE Addition Plat to R-1, Single Family Residential District and C-3, Community Commercial District at 430 Western Avenue S (First Reading)
- F. Ordinance 2023-3 Amending Chapter 7 of the Faribault City Code of Ordinances (First Reading)

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

11. 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.

Office of the Mayor City of Faribault Proclamation

***WHEREAS,** In darkness and daylight, on dirt roads and multi-lane highways, from the warm spring to the frigid winter, Minnesota school bus drivers safely transport more than 682,000 cherished students to and from school and activities each day; and*

***WHEREAS,** Minnesota school bus drivers play a crucial role in our school systems and are important figures in children's lives, often bookending a student's day at school and serving as a positive influence on their educational experience; and*

***WHEREAS,** Nearly every school district in the state faces a bus driver shortage and is seeking dedicated professionals to serve in these fulfilling, flexible jobs; and*

***WHEREAS,** The school bus driving industry is the largest form of mass transit in Minnesota and has worked hard to reduce its environmental impact by using alternative fuels and retrofit diesel engines; and*

***WHEREAS,** Students are nearly eight times safer riding to and from school in a school bus than in cars, thanks to rigorous safety standards for vehicles and drivers, as well as student training efforts; and*

***WHEREAS:** The State of Minnesota appreciates school bus drivers and recognizes the invaluable contributions they make to public education and student safety. Today, we recognize these worthy professionals.*

***NOW, THEREFORE,** I, Kevin F. Voracek, Mayor of the City of Faribault do hereby proclaim February 22, 2023 as:*

SCHOOL BUS DRIVER APPRECIATION DAY

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

Mayor

Date

February 14, 2023





CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JANUARY 24, 2023

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors Adama Doumbouya, Peter van Sluis, and Tom Spooner were in attendance. Councilors Sara Caron and Royal Ross were absent. Also in attendance were City Administrator Tim Murray, City Clerk Heather Slechta, Parks and Recreation Director Paul Peanasky, City Engineer Mark DuChene, Fire Chief Dustin Dienst, Public Works Director Travis Block, Human Resources Director Kevin Bushard, Community & Economic Development Director David Wanberg and Police Chief John Sherwin.

Presentations/Introductions

Police Chief John Sherwin introduced Officer Allison Schak. Officer Schak is a new patrol officer with the City of Faribault. Her badge was pinned by retired Waseca Officer Erik Mattson.

Sherwin also introduced new Sergeant John Gramling. Gramling was promoted to the sergeant position about two weeks ago, after going through an extensive and challenging promotion process. Officer Gramling's badge was pinned by his wife Jackie.

Approve minutes of the January 10, 2023 City Council Meeting

Motion by Spooner, seconded by Doumbouya to approve the January 10, 2023 City Council Meeting Minutes and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve 2023 Appointments of Councilmembers to Boards, Commissions, and Committees
- C. Approve 2023-2025 Agreement for Criminal Prosecution Services with Eckberg, Lammers, P.C.
- D. Approve Agreement to Provide Council Chambers Schematic Options
- E. Resolution 2023-012 Approve 2022 Budget Amendments
- F. Resolution 2023-013 Revising the 2023 Adopted Budget for Encumbrances
- G. Resolution 2023-014 Accept Donation from Local Businesses
- H. Resolution 2023-015 Approve Appointments of Board and Commission Members
- I. Resolution 2023-016 Approve 2023 Massage License Renewal
- J. Approve CIP Purchase - Lawn Mower
- K. Approve Buckham Memorial Library Strategic Plan 2023-2025
- L. Resolution 2023-017 Approve Library Donations Fund Spending Policy
- M. Approve LG220 Application for Exempt Permit
- N. Resolution 2023-018 Approve Cooperative Construction Agreement No. 1052530 with Minnesota Department of Transportation

Motion by van Sluis, seconded by Spooner to approve Consent Agenda Items A-N and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion - None

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

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

City Administrator Tim Murray stated that he has received eleven (11) letters of interest for the open Council seat. The deadline for submittals is Thursday at noon.

Mayor Voracek asked if the City Planner position was going to be filled, Murray stated that it will be, it is posted. Other positions that are open include the Street Superintendent and the Administrative Coordinator position.

Adjournment

Motion by van Sluis, seconded by Spooner to adjourn the City Council meeting and carried unanimously.

The meeting was adjourned at 6:12 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, JANUARY 31, 2023

6:00 PM

Call to Order/Roll Call

The special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors Sara Caron, Adama Doumbouya, Peter van Sluis, Royal Ross and Tom Spooner were in attendance. Also in attendance were City Administrator Tim Murray and City Clerk Heather Slechta.

Item for Discussion

Resolution 2023-022 Approve City Council Recommendations for City Charter Commission Appointments

City Administrator Tim Murray explained that the City Council reviewed applications for open seats on the Charter Commission at their January 17, 2023 Work Session, and recommended five applicants for appointment. As the appointments are actually made by the District Chief Judge, the Council needs to adopt a resolution with their recommendations, which will then be forwarded to the court for consideration.

Motion by Ross, seconded by van Sluis to approve Resolution 2023-022 Approve City Council Recommendations for City Charter Commission Appointments and carried unanimously.

Adjournment

Motion by Spooner, seconded by Caron to adjourn the City Council meeting and carried unanimously.

The City Council meeting was adjourned at 6:01 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



CITY COUNCIL MINUTES

PUBLIC MEETING ROOM	TUESDAY, FEBRUARY 7, 2023	6:30 PM
or immediately following the City Council Work Session		

Call to Order/Roll Call

The special meeting of the City Council was called to order by Mayor Kevin Voracek at 7:31 pm. Councilors Sara Caron, Adama Doumbouya, Royal Ross, Peter van Sluis, and Tom Spooner were in attendance. Also in attendance were City Administrator Tim Murray and City Clerk Heather Slechta.

Items for Discussion

Resolution 2023-023 Approve Appointment to City Council

City Administrator Tim Murray stated that at the City Council Work Session held earlier tonight, the Council reviewed and discussed the five (5) finalists for the open City Council seat. Through that discussion, Chuck Thiele was recommended to be appointed to serve on the City Council through January 5, 2025.

Motion by Caron, seconded by van Sluis to approve Resolution 2023-023 Approve Appointment to City Council and carried unanimously.

Adjournment

Motion by Ross, seconded by Spooner to adjourn the City Council meeting and carried unanimously.

The City Council meeting adjourned at 7:32 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: February 14, 2023
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 \$2,218,215.50, which includes check numbers 176720 to 176886 and automatic clearing house payments.

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

Recommendation:

Approve the attached List of Claims for Release.

Attachments:

1. 02-14-2023 Council AP List

AP
AP Council Approval 02-14-2023



User: astadler
Printed: 2/10/2023 8:31:06 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	3,158.26	Electrical Inspections - January
	5 Star Inspections Inc		3,158.26	
176739	██████████	241-46330-461-44375	283.00	904C Spring Rd SW Utility Reimbursement
	██████████		283.00	
176740	██████████	241-46330-461-44375	190.00	910 1st St SW Utility Reimbursement
	██████████		190.00	
176741	Ali Faysel	601-00000-000-20200	137.15	Refund Check 023057-000, 1603 Deerwood Ln
	Ali Faysel		137.15	
0	All Pro Cleaners LLC	898-46310-000-44010	296.65	Apt 109 Cleaning
0	All Pro Cleaners LLC	898-46310-000-44010	87.25	Apt 101 Cleaning
0	All Pro Cleaners LLC	898-46310-000-44010	1,736.28	January Monthly Janitorial Services
	All Pro Cleaners LLC		2,120.18	
176742	Amazon Capital Services	101-42220-420-42170	53.97	SCBA Firefighter Mask and Bag
176742	Amazon Capital Services	101-45122-450-42110	114.78	Program Supplies - Glow Sticks
176742	Amazon Capital Services	101-45122-450-42110	-88.05	Tree Display Returned Supplies
176742	Amazon Capital Services	101-45122-450-42110	-88.05	Tree Display Returned Supplies
176742	Amazon Capital Services	101-41580-410-42020	23.94	Cable
176742	Amazon Capital Services	101-45500-450-42110	25.99	Storage Bins
176742	Amazon Capital Services	101-45500-450-42190	15.29	Books
176742	Amazon Capital Services	101-45500-450-42190	21.88	Books
176742	Amazon Capital Services	101-45500-450-43130	5.49	Vinyl Scraper Tool
176742	Amazon Capital Services	101-42110-420-42110	17.32	Out of Order Sign
176742	Amazon Capital Services	101-42110-420-42420	50.99	Computer Speakers / D Dillon

Check Numb	Last Name	Acct 1	Amount	Description
176742	Amazon Capital Services	101-45500-450-42190	23.83	Books
176742	Amazon Capital Services	101-45122-450-42110	88.37	Nerf Birthday Party Package Supplies
176742	Amazon Capital Services	101-45200-450-42110	115.96	Remote Door Openers
176742	Amazon Capital Services	101-45500-450-43130	21.87	Paper and Accessories for Take-N-Make
176742	Amazon Capital Services	101-45122-450-42230	79.82	Door Alarm
176742	Amazon Capital Services	101-45500-450-42010	17.58	Lithium Batteries
176742	Amazon Capital Services	101-45500-450-42190	165.24	Books
176742	Amazon Capital Services	101-41580-410-42110	65.97	Power Strips
176742	Amazon Capital Services	101-45500-450-42190	72.98	Books
176742	Amazon Capital Services	101-45500-450-42190	37.84	Books
176742	Amazon Capital Services	101-41580-410-42020	25.97	Hard Drive Reader
176742	Amazon Capital Services	101-45500-450-42110	19.78	Duster Refills
176742	Amazon Capital Services	101-41580-410-42020	-23.94	Return Of Faulty Cable
176742	Amazon Capital Services	101-42123-420-42110	88.18	Patrol Bag/Front Seat Organizer
176742	Amazon Capital Services	101-45500-450-42190	16.99	Books
176742	Amazon Capital Services	101-45500-450-43130	57.18	Kazoos-Library Programming
176742	Amazon Capital Services	101-45500-450-42010	-25.83	Return of Labelmaker Label Tape
176742	Amazon Capital Services	101-45500-450-42010	6.91	Tags For Hotspots
176742	Amazon Capital Services	101-41580-410-42020	52.89	Keyboard Mouse Combo Replacement
	Amazon Capital Services		1,061.14	
0	American Engineering Testing Inc	476-43121-430-45313	5,502.82	(2022-13) Contaminated Materials Testing
	American Engineering Testing Inc		5,502.82	
176743	Ancom Technical Center	101-42220-420-44045	246.00	Radio Repair
	Ancom Technical Center		246.00	
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	175.50	Public Notices Cedar Lake Elec Subdivision/Surad Academy
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	955.63	Council Vacancy and Meeting Notices
	APG Media of Southern Minnesota LLC		1,131.13	
0	Arrow Electric LLC	101-45200-450-44010	1,228.48	Vandal/Ceiling Light Restroom-Wapacuta Park
0	Arrow Electric LLC	101-45122-450-44010	720.22	Repair Suit Spinner-Mens Locker Room
0	Arrow Electric LLC	225-49810-430-44010	182.86	Street Light Repair 12/29/22
0	Arrow Electric LLC	898-46310-000-44050	400.00	Removal of Exterior Light & Wire from Conduit
0	Arrow Electric LLC	101-43190-430-43090	935.00	Electric Work-Engineering Testing Materials
	Arrow Electric LLC		3,466.56	

Check Numb	Last Name	Acct 1	Amount	Description
176744	Aspen Mills	101-42123-420-42180	141.48	Mock / J Gramling - Key Holder
176744	Aspen Mills	101-42123-420-42180	944.00	Body Armor / A Schak
176744	Aspen Mills	101-42123-420-42180	1,190.95	Full Uniform / H Goodwin
	Aspen Mills		2,276.43	
0	Auto Value Parts Store	101-42121-420-42210	-138.26	CREDIT: Invoice 48192415
0	Auto Value Parts Store	602-49450-000-42210	179.99	Battery for Truck #2
	Auto Value Parts Store		41.73	
0	B & N Enterprises LLC	101-42110-420-44040	370.00	Windshield Install / #5
	B & N Enterprises LLC		370.00	
176745	Baker & Taylor Entertainment	101-45500-450-42190	290.39	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	76.37	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	810.26	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	669.17	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	221.05	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	305.76	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	177.93	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	704.47	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	57.20	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	9.67	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	62.06	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	302.17	Books
176745	Baker & Taylor Entertainment	101-45500-450-42190	656.89	Books
	Baker & Taylor Entertainment		4,343.39	
176746		241-46330-461-44375	14.00	1812 Shumway Ave Utility Reimbursement
			14.00	
0	BCM Construction Inc	898-00000-000-20610	9,123.55	Parking Lot Improvements-Final Payment
	BCM Construction Inc		9,123.55	
176747	Beaupre Jeannine A	601-00000-000-20200	74.45	Refund Check 011593-000, 610 Rose Dr
	Beaupre Jeannine A		74.45	

Check Numb	Last Name	Acct 1	Amount	Description
0	BGMN Inc	602-49450-000-42130	15.84	Transmission Service Kit Grease For Stock
0	BGMN Inc	101-43121-430-42130	42.23	Transmission Service Kit Grease For Stock
0	BGMN Inc	101-42123-420-42130	10.56	Transmission Service Kit Grease For Stock
0	BGMN Inc	601-49430-000-42130	15.84	Transmission Service Kit Grease For Stock
0	BGMN Inc	101-45200-450-42130	21.10	Transmission Service Kit Grease For Stock
0	BGMN Inc	101-43121-430-42130	294.45	Diesel Fuel Additive for Stock
0	BGMN Inc	601-49430-000-42130	110.42	Diesel Fuel Additive for Stock
0	BGMN Inc	602-49450-000-42130	110.42	Diesel Fuel Additive for Stock
0	BGMN Inc	101-42123-420-42130	73.61	Diesel Fuel Additive for Stock
0	BGMN Inc	101-45200-450-42130	147.22	Diesel Fuel Additive for Stock
	BGMN Inc		841.69	
0	BHE Renewables	602-49480-000-43810	5,617.73	Solar Energy - December
	BHE Renewables		5,617.73	
0	Bodno LLC	101-42110-420-42020	199.10	Printer Ribbon for ID Printer
	Bodno LLC		199.10	
0	Bolton & Menk Inc	602-49480-000-45300	7,146.00	(2023-08) TH 3 Sanitary Sewer
0	Bolton & Menk Inc	401-43121-430-45300	1,799.00	2023-07 Northern Link Trail
0	Bolton & Menk Inc	601-49430-000-45300	819.00	(2019-12A) NW Water Tower 12/10/2022-1/20/2023
	Bolton & Menk Inc		9,764.00	
0	Border States Industries Inc	101-42110-420-42230	46.64	Light Bulbs
	Border States Industries Inc		46.64	
0	Bug Busters Inc	898-46310-000-44010	47.00	Apt 122 Roach Treatment
	Bug Busters Inc		47.00	
176748	Bultman Mary	101-43121-430-44450	50.00	Mailbox Post Reimbursement
	Bultman Mary		50.00	
176749	Cargill Incorporated	101-43125-430-42160	8,714.82	Salt Clearlane
176749	Cargill Incorporated	101-43125-430-42160	5,868.12	Salt Clearlane
176749	Cargill Incorporated	101-43125-430-42160	16,755.45	Salt Clearlane

Check Numb	Last Name	Acct 1	Amount	Description
	Cargill Incorporated		31,338.39	
176750	Case Caleb	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Case Caleb		115.00	
176751	Cengage Learning Inc	101-45500-450-42190	19.00	Books
176751	Cengage Learning Inc	101-45500-450-42190	38.50	Books
	Cengage Learning Inc		57.50	
176752	CenturyLink	902-00000-000-23935	319.45	Monthly Phone Bill
176752	CenturyLink	101-42210-420-43210	132.58	507-334-0486 496
176752	CenturyLink	101-41940-410-43210	325.00	City Hall - February
176752	CenturyLink	225-49810-430-43210	62.29	507-334-7494 946 Airport
176752	CenturyLink	101-41940-410-43210	62.29	507-334-8409 948
176752	CenturyLink	225-49810-430-43210	62.29	507-334-3495 952 Airport
176752	CenturyLink	902-00000-000-23935	-319.45	507 Z01-0018 863 Monthly Phone Bill
176753	CenturyLink	101-41910-410-43210	12.89	Monthly Phone Bill - January
	CenturyLink		657.34	
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning
0	Cintas Corporation	602-49480-000-44060	33.78	Lab Towels Floor Mats
0	Cintas Corporation	602-49480-000-44060	36.63	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	24.40	Laundry- Shop Towels
0	Cintas Corporation	101-45200-450-44060	30.92	Laundry
0	Cintas Corporation	101-45200-450-44060	30.92	Laundry
0	Cintas Corporation	101-43121-430-42170	299.38	Safety Cabinet Refill
0	Cintas Corporation	101-43126-430-44060	9.68	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	15.49	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	24.40	Laundry Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.37	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	36.63	Uniform Laundry
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	6.37	Uniform Cleaning Stormwater
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	10.63	Lab Towels Floor Mats
0	Cintas Corporation	101-43121-430-44060	26.28	Uniform Cleaning Streets
0	Cintas Corporation	101-43121-430-44060	26.28	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	33.78	Lab Towels Floor Mats

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	101-45122-450-44060	14.62	Laundry Services / Mops
0	Cintas Corporation	602-49480-000-44060	36.63	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	24.40	Laundry Shop Towels
0	Cintas Corporation	602-49450-000-44060	15.49	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	30.92	Laundry
0	Cintas Corporation	101-43126-430-44060	9.68	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43126-430-44060	9.68	Uniform Cleaning- Mechanics
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning
0	Cintas Corporation	101-43121-430-44060	26.28	Uniform Cleaning- Streets
0	Cintas Corporation	602 49480 000 42170	292.08	AED Service
0	Cintas Corporation	898-46310-000-44060	51.57	Flooring Mats
0	Cintas Corporation	898-46310-000-44010	24.00	Cintas Soap and Sanitizer
	Cintas Corporation		1,277.64	
176727	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - December
176727	City of Faribault	873-49499-000-43850	2,982.48	Roberds Lake SIU Bill - December
176754	City of Faribault	241-46330-461-44375	126.00	621 Hulet Ave Utility Reimbursement
176754	City of Faribault	241-46330-461-44375	204.00	523 Lincoln Ave Utility Reimbursement
176754	City of Faribault	241-46330-461-44375	23.00	904 D Spring Rd SW Utility Reimbursement
176754	City of Faribault	241-46330-461-44375	74.00	1806 Shumway Ave Utility Reimbursement
176754	City of Faribault	241-46330-461-44375	209.00	904A Spring Rd SW Utility Reimbursement
	City of Faribault		4,212.48	
176755	City of Northfield	101-42123-420-43090	2,100.37	Q1 TZD Reimbursement
	City of Northfield		2,100.37	
176756	City of Rochester	101-45500-450-43130	250.00	Library Program
	City of Rochester		250.00	
0	CivicPlus	101-41110-410-43090	21.75	Closed Captioning - City Council Meetings
	CivicPlus		21.75	
0	CL Bensen Company Inc	101-45122-450-42230	73.20	HVAC Air Filters
	CL Bensen Company Inc		73.20	
0	Clausen Kim	241-46330-461-43090	1,550.00	Rad Repositioning Services 9/2022-12/2022

Check Numb	Last Name	Acct 1	Amount	Description
	Clausen Kim		1,550.00	
176757	Clean Choice Energy	101-43160-430-43810	76.48	3041576453305 Highway 60
176757	Clean Choice Energy	101-45200-450-43810	46.45	3043066891800 Alexander Dr Concession Stand
176757	Clean Choice Energy	101-43170-430-43810	54.29	3034532651500 7th St NW Signal Lights
176757	Clean Choice Energy	101-43170-430-43810	51.86	3025252474050 Highway 60W Signal Lights
176757	Clean Choice Energy	603-49500-000-43810	14.75	3040518161200 Belview Tr
176757	Clean Choice Energy	101-45500-450-43810	510.34	30234228711 Division St E (Library)
176757	Clean Choice Energy	602-49450-000-43810	42.74	3036919802219 Grant St NW Lift Station
176757	Clean Choice Energy	101-42210-420-43810	200.73	302527702122 2nd St NW (Fire Hall)
176757	Clean Choice Energy	101-43160-430-43810	46.71	3041576321602 2nd Ave NW
176757	Clean Choice Energy	101-45127-450-43810	34.52	304160080705 17 St SW (Soccer Complex)
176757	Clean Choice Energy	601-49430-000-43810	358.74	302969048350 Alexander Park Well #6
176757	Clean Choice Energy	101-45126-450-43810	179.07	303373970117 Shumway Ave
176757	Clean Choice Energy	101-43160-430-43810	7.39	3041165101904 Grant St
176757	Clean Choice Energy	602-49450-000-43810	4.02	303203605319 Lind St Lift Station
176757	Clean Choice Energy	101-43160-430-43810	5.73	3041165121000 Lyndale Ave S
176757	Clean Choice Energy	101-45200-450-43810	9.55	303510224520 3rd St NW (Central Pk Bandstand)
176757	Clean Choice Energy	101-43121-430-43810	996.92	3040518161200 Belview Tr
176757	Clean Choice Energy	602-49450-000-43810	5.19	3027721851150 Willow St Lift Station
176757	Clean Choice Energy	101-45200-450-43810	53.08	304017445900 Lyndale Ave N
176757	Clean Choice Energy	602-49450-000-43810	103.75	3040518161200 Belview Tr
176757	Clean Choice Energy	101-43160-430-43810	6.63	304116511800 Lyndale Ave SW
176757	Clean Choice Energy	101-45200-450-43810	4.93	3023211021000 7th Ave SW
176757	Clean Choice Energy	902-00000-000-23935	3,860.31	Solar Bill - December
176757	Clean Choice Energy	101-43170-430-43810	6.42	3041315032200 30 St NW Signal Lights
176757	Clean Choice Energy	101-43160-430-43810	7.59	3043806371690 Highway 60W Street Lighting
176757	Clean Choice Energy	902-00000-000-23935	-3,860.31	Solar Bill - December
176757	Clean Choice Energy	101-45200-450-43810	15.19	302261595920 9th Ave SW
176757	Clean Choice Energy	101-45200-450-43810	4.60	303239611330 9th Ave SW Sr High Tennis Cts
176757	Clean Choice Energy	101-43160-430-43810	110.70	302767481210 3 St NE St Light
176757	Clean Choice Energy	101-45200-450-43810	182.60	3025764661815 Alexander Dr
176757	Clean Choice Energy	101-43160-430-43810	59.25	303661815495 Heritage Place
176757	Clean Choice Energy	601-49430-000-43810	530.79	3039299721904 Fairgrounds Dr Well
176757	Clean Choice Energy	601-49430-000-43810	103.75	3040518161200 Belview Tr
176757	Clean Choice Energy	101-43170-430-43810	25.55	3042653021990A Lyndale Ave N Signal
	Clean Choice Energy		3,860.31	
0	Clean River Partners	603-49500-000-43090	5,290.90	SWPPP Education 4th Quarter 2022

Check Numb	Last Name	Acct 1	Amount	Description
	Clean River Partners		5,290.90	
176720	Colonial Life	101-00000-000-21711	39.68	PR Batch 00501.01.2023 Short Term Disability
176720	Colonial Life	101-00000-000-21711	40.32	PR Batch 00501.01.2023 Short Term Disability
	Colonial Life		80.00	
176758	Community Co-op Oil Assn	101-43121-430-42120	50.00	Fuel for Loader
176758	Community Co-op Oil Assn	101-43121-430-42130	229.00	Grease - Street #111
176758	Community Co-op Oil Assn	101-42220-420-42120	55.00	Fuel
176758	Community Co-op Oil Assn	101-00000-000-15520	21,780.00	Diesel Fuel
176758	Community Co-op Oil Assn	101-00000-000-15520	5,920.00	Unleaded Fuel
176758	Community Co-op Oil Assn	602-49480-000-42220	3,269.26	Tractor Tires
176758	Community Co-op Oil Assn	101-43121-430-42120	-2.80	Credit for Federal Tax Charged on Fuel at C-Store
176758	Community Co-op Oil Assn	101-42220-420-42120	-5.61	Credit for Federal Tax Charged on Fuel at C-Store
	Community Co-op Oil Assn		31,294.85	
176759	Compass Minerals America Inc	101-43125-430-42160	13,230.85	Road Salt
	Compass Minerals America Inc		13,230.85	
0	Continental Research Corporation	101-43126-430-42110	596.49	Degreaser/Rust Inhibiting Spray
	Continental Research Corporation		596.49	
176760	Core & Main LP	601-49430-000-42110	50.45	Handle Lockout For Meter Bypass
176760	Core & Main LP	601-49430-000-42110	204.75	Smart Point Radio
176760	Core & Main LP	601-49430-000-42410	378.00	Curb Stop Sockets
	Core & Main LP		633.20	
176728	Culligan	101-45122-450-42110	245.00	Softener Salt and Rust Remover Salt
0	Culligan	101-41940-410-44160	132.35	Water Equipment Rental
0	Culligan	101-45122-450-42110	255.00	Softener Salt & Rust Remover Salt
0	Culligan	101-45500-450-44160	40.50	Drinking Water Equip Rental
0	Culligan	101-45500-450-44010	180.00	Solar Salt
0	Culligan	101-45122-450-44160	39.35	Water Equipment Rental
0	Culligan	101-42110-420-42230	223.10	Bottled Water
0	Culligan	602-49480-000-44160	49.25	Softener Rental
0	Culligan	898-46310-000-44010	314.68	Equipment Inspection-Solar Salt/Service Call & Parts
0	Culligan	101-45200-450-42110	53.00	Softener Salt / Rust Remover Salt / Sanitization Pack

Check Numb	Last Name	Acct 1	Amount	Description
	Culligan		1,532.23	
176761	Dakota County Technical College	101-42121-420-43140	250.00	Pursuit Refresher / B Johns
176761	Dakota County Technical College	101-42123-420-43140	250.00	Rental Car for Pursuit Refresher / M Kolling
176761	Dakota County Technical College	101-42121-420-43140	250.00	Rental Car for Pursuit Refresher / B Johns
176761	Dakota County Technical College	101-42110-420-43140	250.00	Rental Car for Purusit Refresher / D Dillon
	Dakota County Technical College		1,000.00	
176762	Dalco	101-42110-420-42230	141.49	Kleenex/Foam Soap
176762	Dalco	101-43121-430-42110	44.22	Cleaning Supplies/Facial Tissue
176762	Dalco	602-49450-000-42110	4.60	Cleaning Supplies/Facial Tissue
176762	Dalco	601-49430-000-42110	4.60	Cleaning Supplies/Facial Tissue
176762	Dalco	603-49500-000-42110	0.66	Cleaning Supplies/Facial Tissue
	Dalco		195.57	
0	Demco Inc	101-45500-450-42010	153.49	Book Repair Items
	Demco Inc		153.49	
176763	Deputy Registrar	101-45200-450-44390	23.25	2015 BB Trailer License
176766	Deputy Registrar	603-49500-000-44390	23.25	2019 Trailer Registration Renewal
176768	Deputy Registrar	101-43121-430-44390	118.25	Tabs For 2014 Towmaster Trailer
176764	Deputy Registrar	101-42121-420-44390	14.25	Registration/Tabs / #13
176765	Deputy Registrar	101-42121-420-44390	14.25	Registration/Tabs / #10
176767	Deputy Registrar	101-42110-420-44390	14.25	Registration/Tabs / #8
176769	Deputy Registrar	101-42121-420-44390	14.25	Registration/Tabs / #7
	Deputy Registrar		221.75	
176770	Dominguez Rosa	601-00000-000-20200	40.33	Refund Check 016161-001, 1727 6 St NW
	Dominguez Rosa		40.33	
176771	Drager Mary	601-00000-000-20200	172.49	Refund Check 009898-001, 1240 Albers Path
	Drager Mary		172.49	
176772	E O Johnson Company Inc-Dallas	101-45500-450-44160	382.06	Lanier IM C2500 Copier
176772	E O Johnson Company Inc-Dallas	101-45110-450-44160	269.65	Copier Lease Payment

Check Numb	Last Name	Acct 1	Amount	Description
	E O Johnson Company Inc-Dallas		651.71	
176773	Earl F Andersen Inc	101-43170-430-42110	560.00	24x50 Green Sheeting for Signs
	Earl F Andersen Inc		560.00	
176774	Ehlers & Associates Inc	240-46210-460-43140	315.00	Training S Aman-Building Communities
176774	Ehlers & Associates Inc	240-46210-460-43140	315.00	Training for D Wanberg-Building Communities
	Ehlers & Associates Inc		630.00	
176775	Embretson David & Gail A	601-00000-000-20200	39.23	Refund Check 025598-000, 1507 23 Ave NW
	Embretson David & Gail A		39.23	
176776	Emergency Apparatus Maintenance Inc	101-42220-420-42210	541.74	Valve Rebuild Kits for #2117 and #2155
	Emergency Apparatus Maintenance Inc		541.74	
176777	Environmental Wood Supply LLC	602-49480-000-43090	12,500.00	Brush Grinder Mobilization Fee
	Environmental Wood Supply LLC		12,500.00	
0	Esquivel Valeria	101-42123-420-43310	129.14	Hotel / SFST/ARIDE Training
	Esquivel Valeria		129.14	
176778	Estate of Janet Pumper	898-46310-000-44700	16.01	Security Deposit Interest
176778	Estate of Janet Pumper	898-00000-000-22000	35.00	Security Deposit Reimbursement
	Estate of Janet Pumper		51.01	
0	Evergreen Land Services	476-43121-430-45307	720.00	2022-07 Balchem Appraisal
	Evergreen Land Services		720.00	
176779	Faribault Ace Hardware	602-49480-000-42110	46.75	Toilet Bowl Cleaner/Paper Towels/Batteries
176779	Faribault Ace Hardware	101-42110-420-42110	25.17	Picture Hangers - Tape Mounts - Dropcloths
176779	Faribault Ace Hardware	101-45122-450-42110	42.42	Garbage Bags/Cleaning Supplies/Gloves
176779	Faribault Ace Hardware	101-45122-450-42230	0.86	Bolts
176779	Faribault Ace Hardware	101-45200-450-42110	17.77	Rubber End Caps
176779	Faribault Ace Hardware	101-45122-450-42230	29.83	Air Filters and PVC Pipe

Check Numb	Last Name	Acct 1	Amount	Description
176779	Faribault Ace Hardware	101-43121-430-42110	14.38	Battery
176779	Faribault Ace Hardware	241-46330-461-44010	5.92	Cleaning Supplies - Vinegar & Sprayer
176779	Faribault Ace Hardware	602-49480-000-42110	85.14	Cleaning Supplies
176779	Faribault Ace Hardware	602-49450-000-42110	40.42	Plumbing Parts
176779	Faribault Ace Hardware	602-49480-000-42110	26.97	Brush Handles
176779	Faribault Ace Hardware	101-45122-450-42110	3.78	Spray Paint/Leg Tips
176779	Faribault Ace Hardware	101-45122-450-42110	1.64	Bolts and PVC
176779	Faribault Ace Hardware	602-49480-000-42110	76.49	Light Bulbs
176779	Faribault Ace Hardware	602-49480-000-42110	20.69	Thermostat
176779	Faribault Ace Hardware	101-45500-450-42110	23.38	Wood Putty and Filler
176779	Faribault Ace Hardware	101-45200-450-42110	5.02	Keys
	Faribault Ace Hardware		466.63	
176729	Faribault Area Chamber of Commerce	101-41110-410-44384	9,001.91	Lodging Taxes - November
	Faribault Area Chamber of Commerce		9,001.91	
0	Faribault Fleet Supply Inc	101-45200-450-42110	2.21	Nuts/Bolts
0	Faribault Fleet Supply Inc	601-49430-000-42110	30.99	Fish Tape
0	Faribault Fleet Supply Inc	101-45200-450-42110	65.16	Spray Paint/Stretch Wrap
0	Faribault Fleet Supply Inc	601-49430-000-42110	1,630.69	Softener Salt WTP
0	Faribault Fleet Supply Inc	602-49480-000-42110	25.54	Plumbing Parts-Elbows
0	Faribault Fleet Supply Inc	101-45200-450-42110	15.28	Saw Blade/Liquid Nails
0	Faribault Fleet Supply Inc	101-43121-430-42240	71.80	LP Gas
0	Faribault Fleet Supply Inc	101-43121-430-42240	70.01	LP Gas
	Faribault Fleet Supply Inc		1,911.68	
176780	Faribault Interiors	898-46310-000-44050	4,152.00	Apt 101 Turnover
	Faribault Interiors		4,152.00	
176781	Faribault Post Office	101-45110-450-43220	2,307.31	Buckham Bulletin Postage
	Faribault Post Office		2,307.31	
176782	Faribault Rental Equipment Inc	101-45140-450-42110	86.40	Frostival Heaters Rental
	Faribault Rental Equipment Inc		86.40	
176783	Faribault Vacuum & Sewing Center	898-46310-000-44010	128.79	New Vacuum Bags 6 Pack

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Vacuum & Sewing Center		128.79	
176784	Faribo Powder Coating LLC	101-42220-420-42210	500.00	Powder Coating Steps #2110
176784	Faribo Powder Coating LLC	101-45200-450-43090	765.00	Sand Blasting/Powder Coating Frisbee Golf Baskets
	Faribo Powder Coating LLC		1,265.00	
0	Fastenal Company	602-49480-000-42410	316.34	10 Foot Ladder
	Fastenal Company		316.34	
176785	Ferguson Enterprises Inc #3326/3099	601-49430-000-42410	789.80	Metal Locator
176785	Ferguson Enterprises Inc #3326/3099	602-49450-000-42410	806.05	Metal Locator
	Ferguson Enterprises Inc #3326/3099		1,595.85	
0	Fette Electronics Inc	101-41580-410-42020	169.90	Monitor Cables
0	Fette Electronics Inc	101-41940-410-44010	357.00	Replace Backup Batteries for Access System
	Fette Electronics Inc		526.90	
0	Flom Disposal Inc	898-46310-000-43840	247.54	Garbage & Recycling Service
0	Flom Disposal Inc	241-46330-461-43840	21.92	1518 Western Ave NW Garbage Service
0	Flom Disposal Inc	241-46330-461-43840	161.34	910 1st St SW Garbage & Recycling
	Flom Disposal Inc		430.80	
176786	Forss Matt	601-00000-000-20200	31.90	Refund Check 022795-001, 228 3 Ave SW
	Forss Matt		31.90	
176787	Gardner Scott	101-43121-430-44450	65.00	Mailbox Reimbursement
	Gardner Scott		65.00	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis - Rental Cooler
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis - Walter Cooler
	Garlick Brothers LLC		80.00	
176788	Geiger	101-43190-430-42180	139.27	GIS/Engineering Clothing

Check Numb	Last Name	Acct 1	Amount	Description
	Geiger		139.27	
176733	GIS Benefits	101-00000-000-21711	693.70	Voluntary Short Term Disability - February
176733	GIS Benefits	101-00000-000-11510	460.32	J Remme Dental - 2022 6 Months
176733	GIS Benefits	101-00000-000-11510	-30.73	H Morsching Dental - February
176733	GIS Benefits	101-00000-000-21710	1,656.10	Voluntary Life Insurance - February
176733	GIS Benefits	101-00000-000-21716	970.07	Accident/Critical Illness - February
176733	GIS Benefits	101-00000-000-11510	76.72	P Froman Dental - February
176733	GIS Benefits	101-00000-000-21717	515.54	Vision Insurance Prepaid - February
176733	GIS Benefits	101-00000-000-11510	76.72	J Remme Dental - February
176733	GIS Benefits	101-00000-000-21715	5,182.61	Dental Insurance Prepaid - February
	GIS Benefits		9,601.05	
176789	Glenn's Service LLC	101-45200-450-43090	80.00	Tow Toolcat 1378 Glynview Trl to City Shop
176789	Glenn's Service LLC	101-43125-430-43090	85.00	Snow Cleaning Parking Lot #5
	Glenn's Service LLC		165.00	
0	Godfather's Pizza	101-45140-450-42110	38.59	Volleyball Playdate Pizza
0	Godfather's Pizza	101-45500-450-43130	51.41	Pizza for Book Club
	Godfather's Pizza		90.00	
0	Gopher State One Call	602-49450-000-43090	16.67	Annual Facility Operator Fee
0	Gopher State One Call	601-49430-000-43090	16.67	Annual Facility Operator Fee
0	Gopher State One Call	601-49430-000-43090	17.10	One Call Locate Tickets for January 2023
0	Gopher State One Call	603-49500-000-43090	17.10	One Call Locate Tickets for January 2023
0	Gopher State One Call	603-49500-000-43090	16.66	Annual Facility Operator Fee
0	Gopher State One Call	602-49450-000-43090	17.10	One Call Locate Tickets for January 2023
	Gopher State One Call		101.30	
176790	Grainger Inc	101-45122-450-42210	12.04	Ball Check Valves
176790	Grainger Inc	101-45122-450-42110	24.08	Ball Check Valves
	Grainger Inc		36.12	
0	Gustafson Jay	101-45140-450-43090	180.00	Interpreter Youth Sports 01/14/23 & 01/28/23
	Gustafson Jay		180.00	

Check Numb	Last Name	Acct 1	Amount	Description
176791	Hallock Company	602-49450-000-42210	174.34	Liftstation Run Meters
	Hallock Company		174.34	
176792	Harlequin Sales Corp/Reader Service	101-45500-450-42190	23.96	Books
176792	Harlequin Sales Corp/Reader Service	101-45500-450-42190	23.96	Books
	Harlequin Sales Corp/Reader Service		47.92	
0	Harry Brown's LLC	101-42123-420-44040	134.35	Car Washes
	Harry Brown's LLC		134.35	
176793	Hatfield Rachell	601-00000-000-20200	113.09	Refund Check 020978-000, 415-A 6 Ave NE
	Hatfield Rachell		113.09	
0	Hawkins Inc	602-49480-000-42160	11,835.92	Ferric Chloride for Phos Removal
0	Hawkins Inc	101-45125-450-42160	20.00	Pool Chemical Tank Holding Fee
0	Hawkins Inc	101-45122-450-42160	357.71	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	5,603.59	Sodium Permanganate and Sodium Silicate WTP
0	Hawkins Inc	602-49480-000-42160	11,826.05	Ferric Chloride for Phos Removal
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine WTP
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	6,792.86	Water Treatment Chemicals
	Hawkins Inc		38,816.13	
0	HD Supply Facilities Maintenance	898-46310-000-42110	119.13	Janitorial Fragrance Dispenser Refill
0	HD Supply Facilities Maintenance	898-46310-000-42110	152.17	Replacement Pull Cord Station
0	HD Supply Facilities Maintenance	898-46310-000-42110	1,648.69	Smoke Alarms/Fan Speed Control/Paper Towels/Hardware
0	HD Supply Facilities Maintenance	898-46310-000-42110	305.94	Janitorial Trash Bags
0	HD Supply Facilities Maintenance	898-46310-000-42110	34.25	Batteries 24 Pack
0	HD Supply Facilities Maintenance	898-46310-000-44010	20.44	Duracell Batteries 12 Pack
	HD Supply Facilities Maintenance		2,280.62	
176794	Healy Construction Company Inc	404-45200-450-45300	55,040.00	Fleckenstein Bluffs Park Building Thru 12/31/22-Final
176794	Healy Construction Company Inc	404-00000-000-20600	-55,040.00	Fleckenstein Bluffs Park Building Thru 12/31/22-Final
176794	Healy Construction Company Inc	404-00000-000-20200	55,040.00	Fleckenstein Bluffs Park Building Thru 12/31/22-Final

Check Numb	Last Name	Acct 1	Amount	Description
	Healy Construction Company Inc		55,040.00	
176795	Heartland Animal Hospital	101-42700-420-43090	436.15	Care of Stray Dog
	Heartland Animal Hospital		436.15	
0	Hiawathaland Transit	101-00000-000-20400	132.25	Bus Token Sales - January
	Hiawathaland Transit		132.25	
176796	Hillyard Hutchinson	603-49500-000-42110	2.72	Toilet Tissue
176796	Hillyard Hutchinson	602-49450-000-42110	19.17	Toilet Tissue
176796	Hillyard Hutchinson	601-49430-000-42110	19.17	Toilet Tissue
176796	Hillyard Hutchinson	101-42121-420-42110	184.18	Toilet Tissue
176796	Hillyard Hutchinson	101-45122-450-42110	1,773.53	Mops/Soap/Cleaner/Paper Towels/Toilet Tissue
176796	Hillyard Hutchinson	101-41940-410-42230	46.79	Floor Mat
176796	Hillyard Hutchinson	101-45122-450-42230	148.20	Mops / Floor Pads
176796	Hillyard Hutchinson	101-45122-450-42230	17.96	Cleaner
176796	Hillyard Hutchinson	101-45122-450-42230	28.29	Mop Handles
	Hillyard Hutchinson		2,240.01	
0	Holm Connie	101-42110-420-43220	28.79	Certified Mail (2 Packages)
	Holm Connie		28.79	
0	Huber Technology Inc	602-49480-000-42210	148.00	Screen End Plate
	Huber Technology Inc		148.00	
176797	Hy-Vee - Accounts Receivable	101-41800-410-44382	95.54	Library Recognition Food
176797	Hy-Vee - Accounts Receivable	101-42210-420-42115	35.04	Cookies for Safety Training
176797	Hy-Vee - Accounts Receivable	101-45140-450-42110	17.96	Volleyball Playdate Food
	Hy-Vee - Accounts Receivable		148.54	
0	I & S Group Inc	437-41940-410-45300	1,560.00	City Hall First Floor Architecture Fees
	I & S Group Inc		1,560.00	
176721	IAFF Local 665	101-00000-000-21708	359.35	PR Batch 00501.01.2023 IAFF Local 665
176721	IAFF Local 665	101-00000-000-21708	360.65	PR Batch 00501.01.2023 IAFF Local 665

Check Numb	Last Name	Acct 1	Amount	Description
	IAFF Local 665		720.00	
176722	ICMA Retirement Trust 457	101-00000-000-21706	25.00	PR Batch 00501.01.2023 ICMA Deferred Comp
176722	ICMA Retirement Trust 457	101-00000-000-21706	25.00	PR Batch 00501.01.2023 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
176798	IFACS	101-45200-450-42210	186.99	Cutting Edge Bolts
176798	IFACS	101-45200-450-42110	39.66	Nuts/Bolts
	IFACS		226.65	
0	Imperial Supplies Holdings Inc	101-43126-430-42110	118.27	Safety Glasses/Dust Masks - Shop
	Imperial Supplies Holdings Inc		118.27	
0	Innovative Office Solutions LLC	601-49430-000-42010	152.30	Paper for Disconnection Notices
0	Innovative Office Solutions LLC	101-42110-420-42010	25.68	Mailing Labels
0	Innovative Office Solutions LLC	101-45500-450-42010	16.39	Rubberbands/Address Labels
0	Innovative Office Solutions LLC	101-42121-420-42020	17.99	Wireless Mouse
0	Innovative Office Solutions LLC	101-42124-420-42110	25.68	Address Labels
0	Innovative Office Solutions LLC	101-42124-420-42110	3.38	Bandages
0	Innovative Office Solutions LLC	101-42110-420-42010	-25.68	CREDIT: Address Labels
0	Innovative Office Solutions LLC	240-46210-460-42010	92.53	Pens/Envelopes/Folders/Signs
0	Innovative Office Solutions LLC	101-42124-420-42010	25.24	Correction Tape
0	Innovative Office Solutions LLC	101-45500-450-42010	33.36	Book Tape/Kraft Envelopes/Rulers
0	Innovative Office Solutions LLC	101-45110-450-42010	53.37	Transparency Film
0	Innovative Office Solutions LLC	101-42121-420-42020	35.24	Ink Cartridge / SRO
0	Innovative Office Solutions LLC	101-41320-410-42420	47.99	Keyboard and Mouse
0	Innovative Office Solutions LLC	101-42124-420-42010	6.35	Index Cards - Liquid Glue
	Innovative Office Solutions LLC		509.82	
0	Insty-Prints	101-45110-450-42030	550.50	Aquatic Center Pool Tickets
0	Insty-Prints	101-42123-420-42030	144.00	Business Cards: J Gramling and N Vikla
0	Insty-Prints	101-41110-410-42030	47.25	Council Member Adama Doumbouya - Business Cards
	Insty-Prints		741.75	
0	Internal Revenue Service	101-00000-000-21704	3,070.17	PR Batch 00501.01.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	8,615.82	PR Batch 00501.01.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21701	20,667.11	PR Batch 00501.01.2023 Federal Income Tax

Check Numb	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21704	3,273.52	PR Batch 00501.01.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	9,348.02	PR Batch 00501.01.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	21,912.92	PR Batch 00502.01.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	41,743.18	PR Batch 00502.01.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	21,912.92	PR Batch 00502.01.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	7,300.80	PR Batch 00502.01.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	7,300.80	PR Batch 00502.01.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	8,615.82	PR Batch 00501.01.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	3,273.52	PR Batch 00501.01.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	19,480.91	PR Batch 00501.01.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	9,348.02	PR Batch 00501.01.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	3,070.17	PR Batch 00501.01.2023 Medicare Employer
Internal Revenue Service			188,933.70	
176723	IUOE Local 70	101-00000-000-21708	1,020.03	PR Batch 00501.01.2023 Local 70 Union Dues
176723	IUOE Local 70	101-00000-000-21708	1,080.97	PR Batch 00501.01.2023 Local 70 Union Dues
IUOE Local 70			2,101.00	
176799	Janna's Market Grill	898-46310-000-42115	161.06	Meet and Greet at Robiinwood
Janna's Market Grill			161.06	
0	John Henry Foster MN Inc	602-49480-000-44045	-0.01	Air Contract
0	John Henry Foster MN Inc	602-49480-000-44045	0.01	Air Contract
John Henry Foster MN Inc			0.00	
176800	Kanzenbach April	101-45130-450-43090	1,085.00	Interpreter Services for Public Lifeguard Class 12/27/22-1/6/23
Kanzenbach April			1,085.00	
0	Kennedy & Graven, Chartered	290-46500-462-43040	42.00	Regular EDA Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	35.60	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	49.20	FA105-00453 C&S Vending Matter
0	Kennedy & Graven, Chartered	601-49430-000-43040	273.00	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-41610-410-43040	42.00	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-00000-000-20830	825.20	FA105-00450 County Public Safety Center Project
0	Kennedy & Graven, Chartered	241-46330-461-43040	1,661.40	Public Housing Declaration of Trust
0	Kennedy & Graven, Chartered	101-00000-000-22000	37.20	FA105-00458A Planning Matters Riverchase Development
0	Kennedy & Graven, Chartered	478-43121-430-45304	35.60	FA105-00470 Purchase of 400 Western Avenue
0	Kennedy & Graven, Chartered	101-41610-410-43040	17.80	FA105-00027 Code Enforcement Issues - General

Check Numb	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-41610-410-43040	231.00	FA105-00438 2021 Walcott Township Annexation Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	37.20	FA105-00457A Planning Matters for Aleph Development Willow/17th
0	Kennedy & Graven, Chartered	101-41610-410-43040	53.40	FA105-00452 2022 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	123.00	FA105-00395 Daikin 24th Street Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	920.00	FA105-00458 TIF Matters for Riverchase Development Project
0	Kennedy & Graven, Chartered	280-46310-461-43130	2,264.40	Faribault Downtown Central Project Legal Fees
0	Kennedy & Graven, Chartered	101-00000-000-11540	123.00	FA105-00190 Faribault Foods
0	Kennedy & Graven, Chartered	101-41610-410-43040	105.00	FA105-00007 General Development Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	713.40	FA105-00461 Divine Mercy Project
0	Kennedy & Graven, Chartered	280-46310-461-43130	2,141.40	Faribault Downtown Central Legal Services
0	Kennedy & Graven, Chartered	280-46310-461-43040	1,834.20	HRA General Matters
0	Kennedy & Graven, Chartered	101-00000-000-11540	5,954.80	FA105-00100 TIF District (K-Mart Site)
0	Kennedy & Graven, Chartered	101-41610-410-43040	851.80	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	950.60	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	101-41610-410-43040	178.00	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-42400-420-43130	21.00	FA105-00365 Hazardous Building - 216-218 Central Ave
0	Kennedy & Graven, Chartered	101-41610-410-43040	75.00	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	898-46310-000-43040	2,269.00	Robinwood/EHC Legal Fees
0	Kennedy & Graven, Chartered	101-41610-410-43040	356.00	FA105-00451 2022 City Council Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	24.60	FA105-00457 TIF Matters for Aleph Development at Willow
	Kennedy & Graven, Chartered		22,245.80	
0	Kimley-Horn and Associates Inc	404-45200-450-45200	29,500.19	Viaduct Park Design
	Kimley-Horn and Associates Inc		29,500.19	
176801	KK&G Properties LLC	290-46500-462-44600	275,573.92	Farmer Seed Redevelopment Grant 3rd Draw
	KK&G Properties LLC		275,573.92	
176802	Kletschka Robert	101-00000-000-20820	1.00	Electrical Permit #2023-00018 Surcharge Refund
176802	Kletschka Robert	101-00000-420-32220	170.00	Electrical Permit #2023-00018 Refund
	Kletschka Robert		171.00	
176803	Kohloff Nathan	601-00000-000-20200	21.01	Refund Check 023753-000, 11 3 Ave NW
	Kohloff Nathan		21.01	
0	KRIS Engineering Inc	101-43121-430-42210	17,047.32	Cutting Edge/Curb Runners - Streets

Check Numb	Last Name	Acct 1	Amount	Description
	KRIS Engineering Inc		17,047.32	
176804	LaCanne Kari	101-42210-420-42110	251.32	Substrate / Trim / Decals for Training Room
	LaCanne Kari		251.32	
176805	Laketown Electric Corporation	101-00000-000-20820	1.00	Electrical Permit#2023-00049 Surcharge Refund
176805	Laketown Electric Corporation	101-00000-420-32220	1.00	Electrical Permit #2023-00049 Refund
	Laketown Electric Corporation		2.00	
176806	Larkin Jimmie	898-46310-000-44010	70.54	Alarm Monthly Monitoring
	Larkin Jimmie		70.54	
176724	Law Enforcement Labor Services Inc	101-00000-000-21708	751.97	PR Batch 00501.01.2023 LELS 357 Union Dues
176724	Law Enforcement Labor Services Inc	101-00000-000-21708	733.03	PR Batch 00501.01.2023 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,485.00	
176807	Law Enforcement Seminars LLC	101-42121-420-43140	425.00	Background Investigations for Police Applicants / Matt S
	Law Enforcement Seminars LLC		425.00	
176808	League of Minnesota Cities	101-42123-420-44330	2,880.00	PATROL Subscription
176808	League of Minnesota Cities	101-42110-420-43140	20.00	Training: Safety and Loss Control Workshop / J Severson
	League of Minnesota Cities		2,900.00	
176809	League of Minnesota Cities Ins Trust	290-46500-462-43610	1,640.00	Property & Liability Insurance Renewal
176809	League of Minnesota Cities Ins Trust	101-43126-430-41510	1,764.01	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-42220-420-41510	26,948.72	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-45140-450-41510	1,227.72	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-42700-420-41510	2,862.65	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	902-00000-000-23935	171,926.00	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-42123-420-41510	49,613.04	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-41800-410-41510	312.32	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	601-49430-000-41510	2,500.76	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-45130-450-41510	833.93	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-42210-420-41510	3,155.96	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-42121-420-41510	17,508.77	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-45110-450-41510	715.93	Work Comp Premium - 1st Qtr

Check Numb	Last Name	Acct 1	Amount	Description
176809	League of Minnesota Cities Ins Trust	101-42400-420-41510	674.82	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	602-49480-000-41510	5,660.91	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-43500-450-41510	1,154.20	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-41940-410-41510	888.96	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-45126-450-41510	254.81	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	240-46210-460-41510	1,634.70	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-45122-450-41510	2,926.47	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-41580-410-41510	207.83	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-42124-420-41510	379.63	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-41110-410-41510	19.96	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-43110-430-41510	110.80	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-43121-430-41510	13,920.26	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-41320-410-41510	345.04	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	603-49500-000-41510	1,201.04	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-41910-410-41510	639.19	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-42110-420-41510	12,987.62	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	902-00000-000-23935	-171,926.00	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	602-49450-000-41510	7,575.69	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-45125-450-41510	3,310.96	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-41510-410-41510	459.23	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-45200-450-41510	9,255.03	Work Comp Premium - 1st Qtr
176809	League of Minnesota Cities Ins Trust	101-43190-430-41510	875.04	Work Comp Premium - 1st Qtr
League of Minnesota Cities Ins Trust			173,566.00	
176810	Loffler Companies Inc	603-49500-000-44160	0.59	Copies January 2023 PWP
176810	Loffler Companies Inc	101-42210-420-44160	14.46	Copy Machine Charges 01/01/2023 to 01/31/2023
176810	Loffler Companies Inc	101-43110-430-44160	39.96	Copies January 2023 PWP
176810	Loffler Companies Inc	240-46210-460-44160	174.55	3rd Floor Copier
176810	Loffler Companies Inc	101-41940-410-44160	223.84	Copier Lease
176810	Loffler Companies Inc	101-42124-420-44160	115.60	Black and White and Color Copies
176810	Loffler Companies Inc	601-49430-000-44160	4.16	Copies January 2023 PWP
176810	Loffler Companies Inc	602-49450-000-44160	4.16	Copies January 2023 PWP
Loffler Companies Inc			577.32	
176811	Lonsdale Police Department	101-42123-420-43090	1,416.96	Q1 TZD Reimbursement
Lonsdale Police Department			1,416.96	
176812	Lube-Tech ESI	101-43126-430-42110	55.00	Waste Oil Filters - Shop
176812	Lube-Tech ESI	101-43126-430-42110	590.69	Air Regulators
176812	Lube-Tech ESI	101-43126-430-42110	-0.01	Used Filter Disposal-Shop

Check Numb	Last Name	Acct 1	Amount	Description
176812	Lube-Tech ESI	101-43126-430-42110	0.01	Used Filter Disposal-Shop
	Lube-Tech ESI		645.69	
176735	Madison National Life Insurance Co Inc	101-00000-000-21711	1,556.75	PR Batch 00502.01.2023 Long Term Disability
176735	Madison National Life Insurance Co Inc	101-00000-000-21711	10.58	C Springer LTD
176735	Madison National Life Insurance Co Inc	101-00000-000-21711	10.78	C Barman LTD
176735	Madison National Life Insurance Co Inc	101-00000-000-21711	12.28	M Smith LTD
176735	Madison National Life Insurance Co Inc	101-00000-000-21711	17.28	W Rosenau LTD
176735	Madison National Life Insurance Co Inc	101-00000-000-21711	10.47	T Manz LTD
176734	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-Time Firefighters Life Insurance
176734	Madison National Life Insurance Co Inc	101-00000-000-21710	3,166.42	Life Insurance - January 2023
	Madison National Life Insurance Co Inc		4,856.08	
176813	Marathon Management Inc	280-46310-461-43130	1,960.00	Mobile Home Buyout Lot 68
	Marathon Management Inc		1,960.00	
0	Marco Technologies LLC	101-42123-420-44045	69.23	Police Patrol Print Fee
0	Marco Technologies LLC	101-42110-420-44045	14.93	Police Administration Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-424.98	Marco Main 1
0	Marco Technologies LLC	240-46210-460-44045	29.94	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45126-450-44045	14.93	Washington Rec Print Fee
0	Marco Technologies LLC	101-41320-410-44045	29.94	Administration Print Fee
0	Marco Technologies LLC	101-42124-420-44045	48.66	Police Records and Evd. Print Fee
0	Marco Technologies LLC	101-45500-450-44045	23.94	Library Print Fee
0	Marco Technologies LLC	101-41510-410-44045	95.20	Finance Print Fee
0	Marco Technologies LLC	902-00000-000-23935	424.98	Marco Printer Subscription
0	Marco Technologies LLC	101-41510-410-44045	180.57	Monthly Printer Contract CN184829-01
0	Marco Technologies LLC	101-43110-430-44045	14.92	Public Works Department Print Fee
0	Marco Technologies LLC	101-45110-450-44045	14.93	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-43126-430-44045	14.93	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-45200-450-44045	14.97	Parks Print Fee
0	Marco Technologies LLC	101-41800-410-44045	38.46	HR Print Fee
	Marco Technologies LLC		605.55	
0	Matejcek Implement Company	101-45200-450-42210	2.88	Hydraulic Fittings
0	Matejcek Implement Company	101-43121-430-42210	5.82	Hydraulic Fitting - Street #119
0	Matejcek Implement Company	101-43121-430-42210	6.20	Hydraulic Cylinder O-Ring - Street #119
0	Matejcek Implement Company	101-43121-430-42210	6.74	Hydraulic Fittings - Street #110
0	Matejcek Implement Company	101-43121-430-42210	1.87	Hydraulic Fittings - Street #118

Check Numb	Last Name	Acct 1	Amount	Description
0	Matejcek Implement Company	101-43121-430-42210	7.88	Hydraulic Fittings - Street #118
	Matejcek Implement Company		31.39	
0	Met Con Companies	101-43125-430-43090	3,007.50	Snow Hauling
	Met Con Companies		3,007.50	
0	Metronet Holdings LLC	101-43190-430-43250	145.33	Hosted Phone System
0	Metronet Holdings LLC	101-41800-410-43250	115.11	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	85.40	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	804.05	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	786.04	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	19.88	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	59.65	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	798.67	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	244.09	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	184.83	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	127.76	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	816.19	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	39.77	Hosted Phone System
0	Metronet Holdings LLC	602-49480-000-43250	221.55	Hosted Phone System
0	Metronet Holdings LLC	898-46310-000-43250	279.10	Hosted Phone System
0	Metronet Holdings LLC	101-45500-450-43250	440.35	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	49.16	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	128.77	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	49.16	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	425.40	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	160.31	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	640.19	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	347.14	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	49.16	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	490.94	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	205.31	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	85.85	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	69.10	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	-8,392.51	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	383.82	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	140.43	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	8,392.51	Hosted Phone System
	Metronet Holdings LLC		8,392.51	

Check Numb	Last Name	Acct 1	Amount	Description
176814	Mickelson Bob	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Mickelson Bob		115.00	
176815	Mid America Business Systems	101-45500-450-44045	895.00	Service Agrmt ScanPro 2000 Microfilm Machine
	Mid America Business Systems		895.00	
176816	Mid States Organized Crime Information Center	101-42110-420-44330	200.00	Membership - 2023
	Mid States Organized Crime Information Center		200.00	
0	Midstates Equipment & Supply Inc	101-43121-430-42240	35,223.90	Crack Filler
	Midstates Equipment & Supply Inc		35,223.90	
0	Midwest Tape LLC	101-45500-450-42192	64.72	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	16.49	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	37.48	Audio/Visual
0	Midwest Tape LLC	101-45500-450-43096	368.72	Hoopla Streaming
0	Midwest Tape LLC	101-45500-450-42192	39.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	41.23	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	18.74	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
	Midwest Tape LLC		639.84	
176817	Minnesota Chiefs of Police Association	101-42110-420-44330	434.00	Membership for Officers - 2023
	Minnesota Chiefs of Police Association		434.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	369.17	PR Batch 00501.01.2023 Child Support
0	Minnesota Child Support Payment Center	101-00000-000-21716	300.78	PR Batch 00501.01.2023 Child Support
0	Minnesota Child Support Payment Center	101-00000-000-21716	669.95	PR Batch 00502.01.2023 Child Support
	Minnesota Child Support Payment Center		1,339.90	
176818	Minnesota Department of Labor & Industry	101-42110-420-44010	20.00	Boiler Certificaton
176819	Minnesota Department of Labor & Industry	101-00000-420-36260	-25.00	August 2022 Surcharges Retained
176819	Minnesota Department of Labor & Industry	101-00000-000-20200	-25.00	August 2022 Surcharges Retained
176819	Minnesota Department of Labor & Industry	101-00000-000-20800	25.00	August 2022 Surcharges Retained

Check Numb	Last Name	Acct 1	Amount	Description
176819	Minnesota Department of Labor & Industry	101-00000-000-20820	1,243.27	August 2022 Surcharges
	Minnesota Department of Labor & Industry		1,238.27	
176820	Minnesota Department of Public Safety	601-49430-000-44390	100.00	Tier II Manager Report
	Minnesota Department of Public Safety		100.00	
0	Minnesota Department of Revenue	101-00000-000-21702	8,882.01	PR Batch 00501.01.2023 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	9,175.98	PR Batch 00501.01.2023 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	18,505.59	PR Batch 00502.01.2023 State Income Tax
	Minnesota Department of Revenue		36,563.58	
176821	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan Agreement 2/1/23-2/28/23
	Minnesota Department of Transportation		5,125.00	
0	Minnesota Elevator Inc	101-41940-410-44010	195.40	Monthly Elevator Service at City Hall
0	Minnesota Elevator Inc	898-46310-000-44010	207.82	February Monthly Service Fee
	Minnesota Elevator Inc		403.22	
176822	Minnesota Pollution Control Agency	602-49450-000-43140	130.00	Bio-Solids Training - S McDowell
176822	Minnesota Pollution Control Agency	602-49480-000-42070	130.00	Bio-Solids Training - H Morgan
176822	Minnesota Pollution Control Agency	602-49480-000-43140	130.00	Bio-Solids Training - C Schroht
	Minnesota Pollution Control Agency		390.00	
176725	Minnesota Public Employees Association	101-00000-000-21708	57.31	PR Batch 00501.01.2023 Police Support Services
176725	Minnesota Public Employees Association	101-00000-000-21708	59.69	PR Batch 00501.01.2023 Police Support Services
	Minnesota Public Employees Association		117.00	
0	Minnesota Public Facilities Authority	602-49480-000-46110	120,972.00	Public Facilities Loan Payment - WWTP
0	Minnesota Public Facilities Authority	601-49430-000-46110	39,932.22	Public Facilities Loan Payment - Water
0	Minnesota Public Facilities Authority	601-49430-000-46110	2,359.12	Public Facilities Loan Payment - Water
	Minnesota Public Facilities Authority		163,263.34	
176823	Minnesota Rural Water Association	602-49480-000-43140	275.00	Wastewater Training - H Morgan
176823	Minnesota Rural Water Association	602-49450-000-43140	275.00	Wastewater Training - C Schroht

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Rural Water Association		550.00	
176726	Minnesota Teamsters Local 320	101-00000-000-21708	344.01	PR Batch 00501.01.2023 Teamsters 320 Union Dues
176726	Minnesota Teamsters Local 320	101-00000-000-21708	365.43	PR Batch 00501.01.2023 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		709.44	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	445.26	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	732.39	Sludge Sampling
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	445.26	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	176.36	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	445.26	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		3,319.63	
176736	Mission Square 303492	101-00000-000-21706	50.00	12/30/2022 Payroll Deduction - Waldock
176737	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00502.01.2023 ICMA Deferred Comp
	Mission Square 303492		100.00	
176824	MN BCA Criminal Justice Training & Education Unit	101-42123-420-43140	250.00	Employee Misconduct and Discipline / J Gramling
	MN BCA Criminal Justice Training & Education Unit		250.00	
176825	MNIAAI	101-42210-420-44330	25.00	Membership Renewal Thru 12/31/2023
	MNIAAI		25.00	
176826		241-46330-461-44375	344.00	Utility Reimbursement 830 9th Ave SW
			344.00	
0	Money Movers Inc	101-45110-450-43090	11.50	Monthly Insurance Reimbursement Fee
	Money Movers Inc		11.50	
0	Motor Parts & Equipment Corp	101-45200-450-42130	122.28	Oil

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	601-49430-000-42210	42.07	Oil Filters Hydraulic Filters Grease For Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	28.04	Oil Filters Hydraulic Filters Grease For Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	112.18	Oil Filters Hydraulic Filters Grease For Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	42.07	Oil Filters Hydraulic Filters Grease For Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	56.08	Oil Filters Hydraulic Filters Grease For Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	-56.69	Oil Filter Credit
0	Motor Parts & Equipment Corp	602-49450-000-42210	56.69	Oil Filter Utilities #1 Truck
0	Motor Parts & Equipment Corp	101-45200-450-42110	13.49	RAINX Wax
0	Motor Parts & Equipment Corp	101-42400-420-42210	5.33	Oil Filter Vehicle #3
0	Motor Parts & Equipment Corp	601-49430-000-42130	43.08	Diesel Oil Backhoe
0	Motor Parts & Equipment Corp	101-42110-420-42210	37.98	Windshield Wipers / #20
0	Motor Parts & Equipment Corp	101-45200-450-42110	16.45	Spray Paint
0	Motor Parts & Equipment Corp	602-49480-000-42210	59.84	ATV Battery
0	Motor Parts & Equipment Corp	101-43121-430-42210	50.08	Fuel Filters - Street #218
0	Motor Parts & Equipment Corp	101-43121-430-42210	155.18	Air Filter - Street #719
0	Motor Parts & Equipment Corp	101-45200-450-42210	16.14	Air Filter
0	Motor Parts & Equipment Corp	602-49480-000-42110	8.09	Clips
0	Motor Parts & Equipment Corp	101-42220-420-42210	42.96	Spark Plugs / Air Filters for Small Equipment
0	Motor Parts & Equipment Corp	101-42220-420-42210	23.49	Windshield CVR
0	Motor Parts & Equipment Corp	602-49480-000-42130	83.11	Oil for ATV
0	Motor Parts & Equipment Corp	101-45200-450-42210	8.80	Hydraulic Filter
0	Motor Parts & Equipment Corp	101-45200-450-42210	13.42	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	19.99	Wiper Blades
0	Motor Parts & Equipment Corp	601-49430-000-42210	10.06	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.63	Cable Ties - Street #619
0	Motor Parts & Equipment Corp	601-49430-000-42210	11.60	Dielectric Tune-up Gr Backhoe
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.38	Fuses
0	Motor Parts & Equipment Corp	101-42123-420-42210	6.71	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	26.83	Air Filter for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	21.23	Oil/Hydraulic/Air Filters/Blister Pack Capsules for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	28.32	Oil/Hydraulic/Air Filters/Blister Pack Capsules for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	10.06	Air Filter for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	21.23	Oil/Hydraulic/Air Filters/Blister Pack Capsules for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	-53.00	Surface Mount Return Credit
0	Motor Parts & Equipment Corp	101-43121-430-42210	40.99	Back Up Alarm - Street #213
0	Motor Parts & Equipment Corp	101-42220-420-42210	14.97	De-Icer / Toggle Light Switch #2117
0	Motor Parts & Equipment Corp	101-42123-420-42210	14.16	Oil/Hydraulic/Air Filters/Blister Pack Capsules for Stock
0	Motor Parts & Equipment Corp	101-43126-430-42110	95.10	Floor Dry
0	Motor Parts & Equipment Corp	101-43121-430-42210	56.62	Oil/Hydraulic/Air Filters/Blister Pack Capsules for Stock
Motor Parts & Equipment Corp			1,322.04	
0	MTI Distributing Inc	101-45200-450-44040	-0.01	Warranty Labor

Check Numb	Last Name	Acct 1	Amount	Description
0	MTI Distributing Inc	101-45200-450-44040	0.01	Warranty Labor
0	MTI Distributing Inc	101-45200-450-42210	97.73	Mower Parts
0	MTI Distributing Inc	431-00000-410-39101	-10,000.00	Trade Toro 360 Triplex Mower
0	MTI Distributing Inc	431-45200-450-45400	135,138.74	Toro Groundsmaster 5910
0	MTI Distributing Inc	101-45200-450-42210	21.99	Mower Knob
	MTI Distributing Inc		125,258.46	
176827	MWOA	602-49480-000-44330	25.00	Mn Wastewater Operators Assn Membership
	MWOA		25.00	
0	NCL of Wisconsin Inc	602-49480-000-42160	317.58	Lab Supplies
0	NCL of Wisconsin Inc	602-49480-000-42110	269.69	Sampler Thermometers
	NCL of Wisconsin Inc		587.27	
176738	NCPERS Group Life Insur	101-00000-000-21710	208.00	PR Batch 00502.01.2023 PERA Life Insurance
	NCPERS Group Life Insur		208.00	
176828	New York Blower Company	602-49480-000-43250	138.01	Air Scrubber Parts Freight
	New York Blower Company		138.01	
0	North Central International LLC	101-43121-430-42210	56.73	Driveshaft Hanger Bearing - Street #213
	North Central International LLC		56.73	
176829	Northern Star Council BSA	101-42123-420-43130	1,285.00	Explorer Dues
	Northern Star Council BSA		1,285.00	
176830	Northland Securities, Inc	347-47000-470-43090	50.00	County Auditors Certificate Year End 12-31-2021
176830	Northland Securities, Inc	348-47000-470-43090	375.00	Continuing Disclosure Year Ended 12-31-2021
176830	Northland Securities, Inc	348-47000-470-43090	50.00	County Auditors Certificate Year End 12-31-2021
176830	Northland Securities, Inc	346-47000-470-43090	375.00	Continuing Disclosure Year Ended 12-31-2021
176830	Northland Securities, Inc	349-47000-470-43090	375.00	Continuing Disclosure Year Ended 12-31-2021
176830	Northland Securities, Inc	346-47000-470-43090	50.00	County Auditors Certificate Year End 12-31-2021
176830	Northland Securities, Inc	349-47000-470-43090	50.00	County Auditors Certificate Year End 12-31-2021
176830	Northland Securities, Inc	347-47000-470-43090	375.00	Continuing Disclosure Year Ended 12-31-2021

Check Numb	Last Name	Acct 1	Amount	Description
	Northland Securities, Inc		1,700.00	
176831	Northwestern University	101-42121-420-43140	4,400.00	School of Police Staff and Command-Matt Long
	Northwestern University		4,400.00	
176832	NPELRA	101-41800-410-44330	119.17	National PELRA Dues - Donna Braun
	NPELRA		119.17	
176833	Olmsted County	101-45140-450-42110	418.24	Kicksled Replacement
	Olmsted County		418.24	
176834	OPG-3 Inc	240-46210-460-43095	1,049.65	Laserfische Software R Rand
	OPG-3 Inc		1,049.65	
0	Orchard Trust Company	101-00000-000-21706	1,030.92	PR Batch 00501.01.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	1,101.08	PR Batch 00501.01.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21720	806.20	PR Batch 00501.01.2023 Health Care Savings Plan 357
0	Orchard Trust Company	101-00000-000-21720	788.46	PR Batch 00501.01.2023 Health Care Savings Plan 357
0	Orchard Trust Company	101-00000-000-21706	5,361.23	PR Batch 00501.01.2023 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	5,521.65	PR Batch 00501.01.2023 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,132.00	PR Batch 00502.01.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21720	1,591.81	PR Batch 00502.01.2023 Health Care Savings Plan 357
0	Orchard Trust Company	101-00000-000-21706	69,996.00	PR Batch 00502.01.2023 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21720	63,357.01	PR Batch 00502.01.2023 Health Care Savings Plan
	Orchard Trust Company		151,686.36	
176835	Owen Daniel	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Owen Daniel		115.00	
0	Paape Companies Inc	437-45122-450-44050	2,659.50	Drain Boiler System & Fill with Glycol 12/20-12/22/22
0	Paape Companies Inc	101-41940-410-44010	2,261.76	Replaced Pump
	Paape Companies Inc		4,921.26	
176836	Peterson Michael	601-00000-000-20200	22.86	Refund Check 011919-000, 610 1 St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Peterson Michael		22.86	
176837	Petty Cash	101-42110-420-43220	12.65	Certified Mail to BCA / 23-230
	Petty Cash		12.65	
176838	Pickleball Central	101-45122-450-42110	95.97	Pickleballs for Community Center
176838	Pickleball Central	101-45122-450-42110	245.00	Pickleballs for Community Center
	Pickleball Central		340.97	
176839	Piller Properties LLC	601-00000-000-20200	44.75	Refund Check 019284-027, 1008 Division St E
176840	Piller Properties LLC	601-00000-000-20200	22.18	Refund Check 019284-032, 803 Division St W
	Piller Properties LLC		66.93	
176841	PLEAA	101-42124-420-44330	35.00	Annual Dues / J Bestul
176841	PLEAA	101-42110-420-44330	35.00	Professional Law Enforcement Assistant Dues / C Holm
	PLEAA		70.00	
0	Plunkett's Pest Control	101-45126-450-44010	60.09	Pest Control
	Plunkett's Pest Control		60.09	
0	Property Pros	241-46330-461-44010	47.00	904 B Spring Rd Fix Upstairs Toilet
0	Property Pros	898-46310-000-44010	312.27	Salting/Couch Removal & Wall Tarp
0	Property Pros	241-46330-461-44010	47.00	521 Lincoln Fixed Toilet
0	Property Pros	241-46330-461-44010	47.00	900 A Spring Rd Fix Livingroom Blinds
0	Property Pros	241-46330-461-44010	94.00	904 Spring Rd Fix Bathroom Sink & Fan Above Stove
	Property Pros		547.27	
0	Public Employees Retirement Association	101-00000-000-21705	14,166.85	PR Batch 00501.01.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	9,351.99	PR Batch 00501.01.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	9,037.65	PR Batch 00501.01.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	9,444.57	PR Batch 00501.01.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	10,428.05	PR Batch 00501.01.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	14,028.03	PR Batch 00501.01.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	28,227.71	PR Batch 00502.01.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	254.17	PR Batch 00502.01.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	11,134.47	PR Batch 00501.01.2023 PERA Coordinated

Check Numb	Last Name	Acct 1	Amount	Description
0	Public Employees Retirement Association	101-00000-000-21705	9,649.81	PR Batch 00501.01.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	20,147.53	PR Batch 00502.01.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,818.47	PR Batch 00502.01.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	254.17	PR Batch 00502.01.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	17,461.19	PR Batch 00502.01.2023 PERA Coordinated
	Public Employees Retirement Association		172,404.66	
176842	Quality Forklift Sales and Service Inc	101-45200-450-42210	90.99	Carburetor/Gaskets
176842	Quality Forklift Sales and Service Inc	101-45200-450-42210	49.99	Belt
	Quality Forklift Sales and Service Inc		140.98	
176730	Quality Resource Group, Inc	602-49450-000-42030	1,471.54	Utility Bill Envelopes
176730	Quality Resource Group, Inc	601-49430-000-42030	1,471.54	Utility Bill Envelopes
	Quality Resource Group, Inc		2,943.08	
176843	Quill Corporation	101-41940-410-42010	713.84	Copy Paper
176843	Quill Corporation	101-00000-000-20200	713.84	Duplicate Charge-Will be Credited
176843	Quill Corporation	101-00000-000-20200	-713.84	Duplicate Charge Credited
	Quill Corporation		713.84	
0	R C Bliss Inc	101-43121-430-42210	-75.00	Alternator Core Returned - Street #307
0	R C Bliss Inc	101-45200-450-42210	133.20	Gaskets
0	R C Bliss Inc	602-49450-000-42210	13.99	Oil Plug
	R C Bliss Inc		72.19	
176844	R.A.W. Construction LLC	241-46330-461-44010	45.00	Salt and Sanding
176844	R.A.W. Construction LLC	898-46310-000-44010	200.00	Salt and Sanding
176844	R.A.W. Construction LLC	211-46310-460-44010	45.00	16 1st St SE Snow plowing with Salt and Sanding
176844	R.A.W. Construction LLC	241-46330-461-44010	1,270.00	Snow Plowing with Salt and Sanding
176844	R.A.W. Construction LLC	898-46310-000-44010	700.00	Snow Plowing with Salt and Sanding
176844	R.A.W. Construction LLC	898-46310-000-44010	100.00	Salt and Sanding 1/20/23
176844	R.A.W. Construction LLC	898-46310-000-44010	550.00	Snow Removal Salting and Sanding
176844	R.A.W. Construction LLC	211-46310-460-44010	45.00	16 1st St SE Snow Removal Salting & Sanding
176844	R.A.W. Construction LLC	241-46330-461-44010	1,270.00	Snow Removal Salting and Sanding
176844	R.A.W. Construction LLC	241-46330-461-44010	50.00	Salt and Sanding 1/20/23
176844	R.A.W. Construction LLC	241-46330-461-44010	50.00	Salt and Sanding 1/24/23
176844	R.A.W. Construction LLC	898-46310-000-44010	100.00	Salt and Sanding 1/24/23
176844	R.A.W. Construction LLC	898-46310-000-44010	200.00	Sanding & Salting

Check Numb	Last Name	Acct 1	Amount	Description
176844	R.A.W. Construction LLC	211-46310-460-44010	10.00	16 1st St SE Sanding & Salting
176844	R.A.W. Construction LLC	241-46330-461-44010	235.00	Sanding & Salting
	R.A.W. Construction LLC		4,870.00	
176845	Relentless LLC	101-42123-420-43140	649.00	Desert Snow Training / L Ulrich
	Relentless LLC		649.00	
176846	Remme Jackie	101-42123-420-43090	16.00	Sewed Sergeant Patches on Shirts / J Gramling
	Remme Jackie		16.00	
176847	RG Real Estate LLC	601-00000-000-20200	4.14	Refund Check 022313-008, 718 3 St NE
	RG Real Estate LLC		4.14	
176731	Rice County	873-49499-000-44371	6,256.80	Roberds Lake Sewer Collected - December
176848	Rice County	101-45200-450-43090	350.00	Admin Fees-Mills Town Trail Joints Powers Board
	Rice County		6,606.80	
176849	Rice County Highway Department	475-00000-000-20200	649.95	I-35/CSAH 9 Interchange Analysis 12/21/22
176849	Rice County Highway Department	475-43121-430-45300	649.95	I-35/CSAH 9 Interchange Analysis 12/21/22
176849	Rice County Highway Department	475-00000-000-20800	-649.95	I-35/CSAH 9 Interchange Analysis 12/21/22
	Rice County Highway Department		649.95	
0	Rice County Recorder	280-46310-461-43520	345.00	Recording Fees Faribo Downtown Central LLC
0	Rice County Recorder	290-46500-462-43520	345.00	Recording Fees Faribo Downtown Central LLC
	Rice County Recorder		690.00	
176850	Rice County Sheriff	101-42123-420-43090	2,294.14	Q1 TZD Reimbursement
	Rice County Sheriff		2,294.14	
176851	Rick Cashin Construction Inc	601-00000-000-20200	48.12	Refund Check 006940-067, 1235 21 St SW
	Rick Cashin Construction Inc		48.12	
176852	Ries Stan	601-00000-000-20200	1.92	Refund Check 007527-000, 1333 South Trail Dr

Check Numb	Last Name	Acct 1	Amount	Description
	Ries Stan		1.92	
0	Ronco Engineering Sales	101-43126-430-42110	53.82	Hydraulic Fitting Stock
0	Ronco Engineering Sales	101-43126-430-42110	55.59	Hydraulic Fitting Stock
	Ronco Engineering Sales		109.41	
0	Ryskoski Jameson	101-42123-420-43310	45.00	Lunch Per Diem / SFST/ARIDE
	Ryskoski Jameson		45.00	
176853	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer Service
	Safety-Kleen Systems Inc		103.15	
0	Sanco Equipment LLC	602-49450-000-42210	352.82	Filters For Bobcat Skidsteer
0	Sanco Equipment LLC	101-45200-450-42210	292.43	Air Filter
0	Sanco Equipment LLC	101-45200-450-42210	19.80	Knob
0	Sanco Equipment LLC	101-45200-450-42210	390.87	Hydraulic Hoses
0	Sanco Equipment LLC	101-45200-450-42210	447.54	Hose Assembly
0	Sanco Equipment LLC	101-45200-450-42210	98.54	Seal Kit
0	Sanco Equipment LLC	101-45200-450-42210	445.38	ACD/RAC Wiring Kit
	Sanco Equipment LLC		2,047.38	
0	Sanity Solutions Inc	431-41580-410-45400	14,446.20	Camera Project For City Hall
	Sanity Solutions Inc		14,446.20	
0	Schak Alli	101-42123-420-43310	45.00	Lunch Per Diem / SFST/ARIDE
	Schak Alli		45.00	
0	Schema Farms Custom Work LLC	101-43125-430-43090	1,107.00	Snow Hauling 12/27/2022
0	Schema Farms Custom Work LLC	101-43125-430-43090	1,906.50	Snow Hauling 1/4/2023
0	Schema Farms Custom Work LLC	101-43125-430-43090	1,476.00	Snow Hauling
0	Schema Farms Custom Work LLC	101-43125-430-43090	799.50	Snow Hauling
0	Schema Farms Custom Work LLC	101-43125-430-43090	676.50	Snow Hauling
0	Schema Farms Custom Work LLC	101-43125-430-43090	307.50	Snow Hauling
	Schema Farms Custom Work LLC		6,273.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Schilling Supply Company	101-45500-450-42110	271.37	Ice Melt
	Schilling Supply Company		271.37	
0	Schirmer Walter D	101-45126-450-43090	375.00	Snow Removal
0	Schirmer Walter D	101-45200-450-43090	1,550.00	Snow Removal-November
0	Schirmer Walter D	101-45126-450-43090	600.00	Snow Removal-December
0	Schirmer Walter D	101-45200-450-43090	2,480.00	Snow Removal-December
0	Schirmer Walter D	101-45500-450-44010	395.00	Carpet Maintenance
0	Schirmer Walter D	101-45122-450-44010	1,664.00	Custodial Services-January
0	Schirmer Walter D	101-45500-450-44010	340.00	Janitorial Services
0	Schirmer Walter D	101-45122-450-44010	660.00	Custodial Services
0	Schirmer Walter D	101-45200-450-43090	2,170.00	Snow Removal-January
0	Schirmer Walter D	101-45126-450-43090	525.00	Snow Removal-January
	Schirmer Walter D		10,759.00	
176854	Schroeder Michael	101-45200-450-42210	62.86	Snow Blower Cables
176854	Schroeder Michael	101-45200-450-42210	84.50	Small Engine Carburetor
	Schroeder Michael		147.36	
176855	Schwichtenberg Suzanne R	601-00000-000-20200	16.22	Reissue Ck #176695*Refund Ck 010247-000/1703 7 St NW
	Schwichtenberg Suzanne R		16.22	
0	Selco	101-45500-450-44160	4,500.00	Network Computer PC Leasing For 2023
0	Selco	101-45500-450-43095	294.00	Deep Freeze Computer Software
0	Selco	101-45500-450-43250	3,304.35	SELCO Service Fees and Support
	Selco		8,098.35	
176856	SEMLM	101-41110-410-44330	50.00	2023 Annual Dues
	SEMLM		50.00	
176857	Sherek Becky	601-49430-000-43090	680.00	SCBA Physicals
176857	Sherek Becky	101-42220-420-43090	2,433.00	Firefighter Medical Evaluations/Blood Work/PSA Draws
	Sherek Becky		3,113.00	
176858	Sherwin Williams Company #3037	101-42110-420-42230	91.72	Paint/Brushes/Roller

Check Numb	Last Name	Acct 1	Amount	Description
	Sherwin Williams Company #3037		91.72	
0	SHI International Corp	101-42121-420-42420	320.00	LED Monitor (2) / M Long
0	SHI International Corp	101-45500-450-42110	900.00	Light Bulbs
0	SHI International Corp	101-42123-420-42420	738.00	Printers for Squad Cars
	SHI International Corp		1,958.00	
176859	Showcases	101-45500-450-42010	148.50	Clear Label Protectors
	Showcases		148.50	
0	Shred Right	101-41800-410-43090	13.63	Document Shredding
0	Shred Right	101-42210-420-43090	13.63	Document Shredding
0	Shred Right	101-41510-410-43090	13.62	Document Shredding
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		80.88	
0	Shuda Michael	101-42123-420-43310	48.01	Gas / All Things K9 Training
	Shuda Michael		48.01	
176860	Sirek Hydraulic Service Inc	101-45200-450-42210	34.28	Plow Spring Sleeve
	Sirek Hydraulic Service Inc		34.28	
0	SMART	101-45110-450-44330	25.00	Membership Dues-SE MN Assn Regional Trails
	SMART		25.00	
0	Soft Touch Demolition	280-46310-461-43130	8,324.00	Demolition Lot 68 Knollwood Court-Roger Hokansen
	Soft Touch Demolition		8,324.00	
0	Sophos Payment Resources	101-41580-410-43095	960.00	Sophos Subscription
	Sophos Payment Resources		960.00	
176861	South Metro SWAT	101-42110-420-44330	14,708.74	Membership 2023

Check Numb	Last Name	Acct 1	Amount	Description
	South Metro SWAT		14,708.74	
0	Southwest Service Cooperative	101-00000-000-21707	-32.00	Miscoded Retiree Health Invest
0	Southwest Service Cooperative	101-00000-000-21707	144,255.38	Health Insurance Premiums
0	Southwest Service Cooperative	101-41510-410-41310	4.00	K Lang Healthy Invest
0	Southwest Service Cooperative	101-42123-420-41310	4.00	J Harmon Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	887.80	Paul Froman Insurance
0	Southwest Service Cooperative	101-00000-000-21707	376.00	Health Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Bill Rosenau Insurance
0	Southwest Service Cooperative	101-42123-420-41310	4.00	D Delmonico Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-42110-420-41310	4.00	N Pederson Healthy Invest
0	Southwest Service Cooperative	101-43121-430-41310	4.00	W Rosenau Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-42123-420-41310	4.00	M Hunt Healthy Invest
0	Southwest Service Cooperative	101-42123-420-41310	2,062.41	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-43121-430-41310	4.00	J Marzahn Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	159.80	John Harmon Insurance
0	Southwest Service Cooperative	101-42220-420-41310	4.00	N Andrist Healthy Invest
0	Southwest Service Cooperative	101-42123-420-41310	723.06	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Theresa Manz Insurance
0	Southwest Service Cooperative	101-00000-000-11510	452.70	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-42123-420-41310	728.00	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-41320-410-41310	4.00	C Dillerud Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	62.88	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-43110-430-41310	4.00	T Manz Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	2,515.11	Neal Pederson Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,864.17	Connie Springer Insurance
0	Southwest Service Cooperative	240-46210-460-41310	4.00	C Springer Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	684.08	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-43126-430-41310	4.00	P Froman Healthy Invest
	Southwest Service Cooperative		158,717.09	
176862	Stadler Kevin	101-43121-430-44450	50.00	Mailbox Post Reimbursement
	Stadler Kevin		50.00	
176863	Star Sports & Apparel LLC	101-41800-410-42180	159.00	Sweatshirt/Jacket/Shirts
176863	Star Sports & Apparel LLC	101-42123-420-42180	107.25	Hats / Sergeants and Patrol
176863	Star Sports & Apparel LLC	101-42400-420-42180	48.00	Building Inspector Shirt

Check Numb	Last Name	Acct 1	Amount	Description
	Star Sports & Apparel LLC		314.25	
176864	State Industrial Products	601-49430-000-42110	56.75	Car Wash Soap/Glass Cleaner
176864	State Industrial Products	101-43121-430-42110	545.28	Car Wash Soap/Glass Cleaner
176864	State Industrial Products	602-49450-000-42110	56.75	Car Wash Soap/Glass Cleaner
176864	State Industrial Products	603-49500-000-42110	8.06	Car Wash Soap/Glass Cleaner
	State Industrial Products		666.84	
176865	State of Minnesota	101-43121-430-43140	80.00	Commerical Vehicle Certification Decals
	State of Minnesota		80.00	
176866	Steele County Recorder	101-41510-410-44330	20.00	Notary Recording Fee - Carlson
	Steele County Recorder		20.00	
176867	Streicher's Inc.	101-42123-420-42180	60.00	Name Tags / Police and Gramling
	Streicher's Inc.		60.00	
176868	Superior Companies of Minnesota Inc	225-49810-430-44010	231.50	Repair Heater
	Superior Companies of Minnesota Inc		231.50	
176869	The Joseph Company, Inc.	601-00000-000-20610	-26,717.16	Retainage Well House #5 12/31/22
176869	The Joseph Company, Inc.	601-00000-000-20600	-45,434.70	Pay App 10- Well House 5
176869	The Joseph Company, Inc.	601-49430-000-45200	45,434.70	Pay App 10- Well House 5
176869	The Joseph Company, Inc.	601-49430-000-45200	26,717.16	Retainage Well House #5 12/31/22
176869	The Joseph Company, Inc.	601-00000-000-20200	45,434.70	Pay App 10- Well House 5
	The Joseph Company, Inc.		45,434.70	
176870	The Prophet Corporation	101-45140-450-42110	559.44	Volleyballs Armory Youth Playdates
176870	The Prophet Corporation	101-45140-450-42110	119.85	Youth Volleyballs
	The Prophet Corporation		679.29	
0	Tifco Industries Inc	101-45200-450-42110	155.89	Industrial Cleaning Supplies
0	Tifco Industries Inc	101-43126-430-42110	485.19	Paint Markers/Equipment Paint/Emory Cloth/Bungie Straps/Pin Lube

Check Numb	Last Name	Acct 1	Amount	Description
	Tifco Industries Inc		641.08	
176871	Timm's Trucking Inc	101-43125-430-42240	1,056.21	Sand
176871	Timm's Trucking Inc	101-43125-430-42240	884.32	Sand
176871	Timm's Trucking Inc	101-43125-430-42240	636.17	Sand
	Timm's Trucking Inc		2,576.70	
0	Titan Machinery	601-49430-000-42210	275.00	Shifter For The Backhoe
	Titan Machinery		275.00	
176872	T-Mobile	101-45500-450-43096	191.35	Hot Spots
	T-Mobile		191.35	
176873	Tom's Lock & Key, LLC	241-46330-461-44010	3.00	918 1st St SW New Garage Key
176873	Tom's Lock & Key, LLC	101-42110-420-42230	39.00	Copies of Keys
176873	Tom's Lock & Key, LLC	241-46330-461-44010	119.00	1524 Western Ave Rekeyed Front & Patio Door 8 Keys
	Tom's Lock & Key, LLC		161.00	
0	Towmaster	101-43121-430-42210	83.84	Brine Valve Seal Kit - Street #619
	Towmaster		83.84	
176874	Truck Center Companies East LLC	101-43121-430-42210	94.79	Air Dryer Purge Kit/Filter - Street #619
176874	Truck Center Companies East LLC	101-42220-420-42210	164.72	Pump Heater Motor #2110
176874	Truck Center Companies East LLC	101-42220-420-42210	607.02	Engine Parts #2110
176874	Truck Center Companies East LLC	101-42220-420-42210	1,359.55	EGR Cooler DPF Exhaust #2110
176874	Truck Center Companies East LLC	101-42220-420-42210	-607.02	Kit Uplift #2110 - Return
176874	Truck Center Companies East LLC	101-42220-420-42210	-12.51	Radiator Cap #2110 Return
	Truck Center Companies East LLC		1,606.55	
0	Turek Darrell R	101-43125-430-43090	1,541.00	Snow Hauling 12/23/2022
0	Turek Darrell R	101-45125-450-43090	1,809.00	Snow Hauling 1-20-2023
	Turek Darrell R		3,350.00	
0	Ultimate Safety Concepts Inc	101-42220-420-43140	200.00	Gas Monitor Repair Online Training

Check Numb	Last Name	Acct 1	Amount	Description
	Ultimate Safety Concepts Inc		200.00	
176875	United Asset Development Corporation	101-00000-000-22000	871.80	Release of Escrow - Camelot Court
	United Asset Development Corporation		871.80	
176876	Universal Truck Equipment Inc.	101-43126-430-42210	1,888.00	Wing Plow Hydraulic Cylinder & Trip Edge Springs #110
176876	Universal Truck Equipment Inc.	101-42121-420-42210	74.50	Tailgate Lock Springs - Street #118
	Universal Truck Equipment Inc.		1,962.50	
0	Utility Consultants Inc	602-49480-000-43090	1,363.94	Lab Testing
0	Utility Consultants Inc	601-49430-000-43090	260.00	Total Coliform Samples
	Utility Consultants Inc		1,623.94	
176877	Verified Credentials Inc	101-42123-420-43090	20.00	Background Screening
	Verified Credentials Inc		20.00	
176878	Verizon Wireless	101-45500-450-43210	47.20	Cell Phone Service - Library
176878	Verizon Wireless	101-43110-430-43210	41.14	Cell Phone Service - PW Admin
176878	Verizon Wireless	101-42110-420-43210	164.56	Cell Phone Service - Police Administration
176878	Verizon Wireless	603-49500-000-43210	41.14	Cell Phone Service - Storm Water Utility
176878	Verizon Wireless	101-41580-410-43210	82.28	Cell Phone Service - IT
176878	Verizon Wireless	101-45500-450-43132	35.01	Wi-Fi Hot Spot - Phenow
176878	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
176878	Verizon Wireless	101-41580-410-43210	40.01	Data -IT
176878	Verizon Wireless	101-42123-420-43210	855.26	Data Air Cards - MDC
176878	Verizon Wireless	603-49500-000-43210	140.04	Data Air Cards- Storm
176878	Verizon Wireless	101-45140-450-43210	35.01	Data Community Center Youth Sports
176878	Verizon Wireless	602-49450-000-43210	70.02	Data Air Cards- Sewer
176878	Verizon Wireless	601-49430-000-43210	241.32	Data Air Cards- Water
176878	Verizon Wireless	101-42400-420-43210	40.01	Data-Building Codes
176878	Verizon Wireless	602-49480-000-43210	67.60	WWTP Phones
176878	Verizon Wireless	902-00000-000-23935	-1,714.33	Data Charges 12/29/2022-01/28/2023
176878	Verizon Wireless	902-00000-000-23935	1,714.33	Data Charges 12/29/2022-01/28/2023
176878	Verizon Wireless	101-42123-420-43210	1,108.52	Cell Phone Service - Patrol
176878	Verizon Wireless	101-42210-420-43210	41.14	Cell Phone Service - Fire Administration
176878	Verizon Wireless	602-49450-000-43210	82.28	Cell Phone Service - Sewer Collection
176878	Verizon Wireless	101-45500-450-43132	40.01	Cell Phone Service - Wi-Fi Hot Spot-Phenow
176878	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief

Check Numb	Last Name	Acct 1	Amount	Description
176878	Verizon Wireless	101-42110-420-43210	35.01	Data/Admin Ipad
176878	Verizon Wireless	902-00000-000-23935	-3,093.02	Monthly Phone Bill-January
176878	Verizon Wireless	601-49430-000-43210	164.56	Cell Phone Service - Water Distribution
176878	Verizon Wireless	101-41940-410-43210	82.28	Cell Phone Service - Building Maintenance
176878	Verizon Wireless	902-00000-000-23935	3,093.02	Monthly Phone Bill-January
176878	Verizon Wireless	101-42400-420-43210	244.58	Cell Phone Service - Building Codes
176878	Verizon Wireless	101-45110-450-43210	130.38	Cell Phone Service - Parks & Rec
176878	Verizon Wireless	101-43190-430-43210	41.14	Cell Phone Service - Engineering
176878	Verizon Wireless	101-42700-420-43210	164.56	Cell Phone Service - Special Services
176878	Verizon Wireless	240-46210-460-43210	123.42	Cell Phone Service - Community Development
176878	Verizon Wireless	101-42220-420-43210	123.42	Cell Phone Service - Fire Suppression
176878	Verizon Wireless	101-41510-410-43210	82.28	Cell Phone Service - Finance
176878	Verizon Wireless	101-42121-420-43210	288.13	Cell Phone Service - Investigations
	Verizon Wireless		4,807.35	
0	Vikla Nolan	101-42123-420-43310	45.00	Lunch Per Diem / SFST/ARIDE
	Vikla Nolan		45.00	
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	Apt 208 Refrigerator Repair
0	Virg's Appliance Service Inc	898-46310-000-44050	1,002.93	Apt 208 New Refrigerator Delivery and Haul Away
0	Virg's Appliance Service Inc	898-46310-000-44050	1,294.99	New Range & Prong Cord #101
	Virg's Appliance Service Inc		2,382.92	
176879	Vogen Mark	601-00000-000-20200	89.74	Refund Check 011720-000, 15 2 Ave SW
	Vogen Mark		89.74	
176880	Vold Kathryn	601-00000-000-20200	4.55	Refund Check 017210-000, 307 2 St NE
	Vold Kathryn		4.55	
0	Walburn Jamie	101-41510-410-43310	155.62	Mileage Reimbursement-Ehlers Seminar
	Walburn Jamie		155.62	
176881	Wall Street Journal The	101-45500-450-42191	35.00	Newspaper Delivery Charge
	Wall Street Journal The		35.00	
176882	Wal-Mart	101-45140-450-42110	56.11	Neon Night Supplies

Check Numb	Last Name	Acct 1	Amount	Description
176882	Wal-Mart	101-42123-420-42210	19.88	Winshield Washer Fluid
176882	Wal-Mart	101-42210-420-42110	18.70	Tissue and Paper Towels
176882	Wal-Mart	101-45110-450-42010	32.98	Cash Box
176882	Wal-Mart	101-45140-450-42110	37.62	Balloons and Candy
176882	Wal-Mart	101-42220-420-42110	23.76	Charging Cords
	Wal-Mart		189.05	
176883	Waseca JO Volleyball	101-00000-450-34700	60.00	Refund Volleyball Registration Fee
	Waseca JO Volleyball		60.00	
176884	Waste Management of WI-MN	101-42210-420-43840	107.75	Fire 122 2nd St NW
176884	Waste Management of WI-MN	603-49500-000-43840	10.42	PW Facility 1200 Belview Trl
176884	Waste Management of WI-MN	101-45122-450-43840	108.68	Community Center 15 Division St W
176884	Waste Management of WI-MN	902-00000-000-23935	3,889.98	Refuse Service 01/01/23 - 01/31/23
176884	Waste Management of WI-MN	902-00000-000-23935	-3,889.98	Service 01/01/23-01/31/23
176884	Waste Management of WI-MN	225-49810-430-43840	117.75	Aiport 3401 Hwy 21 W
176884	Waste Management of WI-MN	101-45500-450-43840	108.68	Buckham Center 11 Division St E
176884	Waste Management of WI-MN	101-43121-430-43840	704.32	PW Facility 1200 Belview Trl
176884	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office 26 3rd St NE
176884	Waste Management of WI-MN	101-42110-420-43840	112.75	Police 25 4th St NW
176884	Waste Management of WI-MN	101-45200-450-43840	379.20	Central Avenue Refuse Disposal 01/01/2023 to 1/31/2023
176884	Waste Management of WI-MN	601-49430-000-43840	73.30	PW Facility 1200 Belview Trl
176884	Waste Management of WI-MN	602-49450-000-43840	73.30	PW Facility 1200 Belview Trl
176884	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
176884	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
176884	Waste Management of WI-MN	602-49480-000-43840	2,169.77	Wastewater Facility 214 14th St NE
176884	Waste Management of WI-MN	101-45126-450-43840	49.25	Washington Rec Center 117 Shumway
	Waste Management of WI-MN		4,269.18	
0	WSB & Associates Inc	476-43121-430-45304	740.00	(2022-04) Materials Testing (Oct-Dec 2022)
0	WSB & Associates Inc	476-43121-430-45303	1,800.00	(2022-03) Materials Testing (Nov-Dec 2022)
	WSB & Associates Inc		2,540.00	
176885	Xcel Energy	898-46310-000-43810	2,230.88	Electric 12/8/22-1/11/23
176732	Xcel Energy	898-46310-000-43810	646.43	Electric Utilities
176732	Xcel Energy	241-46330-461-43830	99.06	900 Spring RD Apt B Gas Utilities
176732	Xcel Energy	898-46310-000-43830	2,093.19	Gas Utilities
176732	Xcel Energy	241-46330-461-43810	33.90	900 Spring RD Apt B Electric Utilities
176732	Xcel Energy	101-43170-430-43810	109.50	303446090 1418 Division St W Signal Light

Check Numb	Last Name	Acct 1	Amount	Description
176885	Xcel Energy	101-43160-430-43810	20,672.18	51-4930975-3 Street Lighting
176732	Xcel Energy	602-49450-000-43830	574.67	304051816 1200 Belview Trl
176732	Xcel Energy	101-45126-450-43810	-52.04	303373970 117 Shumway Load Profile
176732	Xcel Energy	101-43160-430-43810	278.55	304850220 720 4 St NW Street Light Feed Point
176732	Xcel Energy	601-49430-000-43810	6,059.41	303929972 1904 Fairground Dr
176732	Xcel Energy	101-42500-420-43810	4.90	167157 1203 Parshall St
176732	Xcel Energy	101-42210-420-43830	2,261.18	302350193 122 2 St NW Fire Hall
176732	Xcel Energy	101-43170-430-43810	-11.56	302525247 4050 Hwy 60 W
176732	Xcel Energy	101-43170-430-43810	-5.05	303691980 2219 Grant St Lift Station
176732	Xcel Energy	101-45200-450-43830	183.13	302627100 Jefferson Warming House
176732	Xcel Energy	902-00000-000-23935	-108,888.35	Electricity Bill-December
176732	Xcel Energy	101-45200-450-43810	28.48	175957 500 Maple Lawn Cartway
176732	Xcel Energy	101-42210-420-43810	454.53	302527702 122 2 St NW-Fire Hall
176732	Xcel Energy	101-43160-430-43810	56.39	304116511 800 Lyndale Ave S
176732	Xcel Energy	101-45200-450-43810	27.91	302321102 1000 7 Ave SW-S Alex Sec
176732	Xcel Energy	101-42500-420-43810	4.90	154013 1851 220 St E CD Siren
176732	Xcel Energy	602-49450-000-43810	29.45	302412146 1901 7 St NW Lift Station
176732	Xcel Energy	601-49430-000-43810	345.92	304872579 812 8 Ave NW-WTP
176732	Xcel Energy	101-45126-450-43810	47.06	302492805 117 Shumway-Washington Center
176732	Xcel Energy	101-43160-430-43810	289.51	304882766 17 3rd St NE Unit Street Light
176732	Xcel Energy	101-45122-450-43830	1,689.14	303402179 16 Central Ave
176732	Xcel Energy	101-45122-450-43810	37.74	154794 16 Central Ave
176732	Xcel Energy	101-42500-420-43810	10.72	146104 920 9 Ave SW CD Siren
176732	Xcel Energy	101-42110-420-43810	4,060.29	303688424 25 4th St NW
176732	Xcel Energy	602-49450-000-43810	56.20	304801551 1321 Matteson St-Lift Station
176732	Xcel Energy	101-45200-450-43810	567.68	302576466 1815 Alexander Dr
176732	Xcel Energy	602-49450-000-43810	112.27	304051816 1200 Belview Trl
176732	Xcel Energy	602-49450-000-43810	24.44	302794134 98 3 Ave NW Viaduct Lift Stati
176732	Xcel Energy	225-49810-430-43830	320.96	304268056 Hangar 910G - Rental
176732	Xcel Energy	101-43160-430-43810	378.56	304850219 218 3 St NW/129 4 St NW Street Light
176732	Xcel Energy	101-42500-420-43810	10.20	164184 930 4th CD Siren
176732	Xcel Energy	101-45122-450-43830	2,590.37	302342287 Boiler Heat Line 30%
176732	Xcel Energy	602-49480-000-43810	15,780.80	304239286 214 14th St NE
176732	Xcel Energy	101-45500-450-43810	21.66	302342287 11 Division St E Security
176732	Xcel Energy	101-41940-410-43830	1,822.14	303640982 208 1 Ave NW City Hall
176732	Xcel Energy	602-49480-000-43810	35.49	302940983 502 3rd Ave NW
176732	Xcel Energy	602-49450-000-43810	62.17	302976387 1301 Willow St Lift Station
176732	Xcel Energy	101-45500-450-43810	266.12	302342287 11 Division St E
176732	Xcel Energy	101-45125-450-43820	205.16	303727721 1830 2 Ave NW Aquatic Center
176732	Xcel Energy	101-42500-420-43810	47.87	303930334 Fairgrounds/300 Western
176732	Xcel Energy	101-43160-430-43810	51.90	304116512 1000 Lyndale Ave S
176732	Xcel Energy	101-45200-450-43830	346.81	304017445 900 Lyndale Ave N
176732	Xcel Energy	101-43121-430-43830	5,521.84	304051816 1200 Belview Trl

Check Numb	Last Name	Acct 1	Amount	Description
176732	Xcel Energy	225-49810-430-43830	253.64	304268037 Hangar 910A - City
176732	Xcel Energy	101-45200-450-43810	42.21	304915622 705 3 Ave NW-Wapacuta Park Shelter
176732	Xcel Energy	101-45127-450-43810	14.46	304160080 705 17th St SW
176732	Xcel Energy	101-45122-450-43810	4,866.87	303273787 15 Central Ave Load Profile
176732	Xcel Energy	225-49810-430-43830	28.49	304268058 Hangar 910B - City
176732	Xcel Energy	101-45200-450-43810	10.94	304017445 900 Lyndale Ave N
176732	Xcel Energy	603-49500-000-43810	15.96	304051816 1200 Belview Trl
176732	Xcel Energy	101-43170-430-43810	369.58	303396625 27 Division St E Signal Light
176732	Xcel Energy	101-45200-450-43810	47.90	302165394 415 2nd Ave SW Wapacuta Pk
176732	Xcel Energy	101-43160-430-43810	182.36	304886692 1190 60 W Street Light
176732	Xcel Energy	602-49450-000-43810	58.55	303203605 319 Lind St Lift Station
176732	Xcel Energy	902-00000-000-23935	108,888.35	Electricity Bill-December
176732	Xcel Energy	101-43160-430-43810	90.03	304850223 415/430 2 Ave NW-2 Ave Signal System
176732	Xcel Energy	101-45125-450-43810	795.05	303727721 1830 2 Ave NW Aquatic Center
176732	Xcel Energy	602-49480-000-43810	7.00	Non-Recurring Charges/Credit
176732	Xcel Energy	601-49430-000-43810	5,835.82	302969048 350 Alexander Park Well #6
176732	Xcel Energy	101-43160-430-43810	49.55	304116510 1904 Grant St NW
176732	Xcel Energy	101-45500-450-43810	527.62	302342287 11 Division St E
176732	Xcel Energy	601-49430-000-43830	574.67	304051816 1200 Belview Trl
176732	Xcel Energy	101-45126-450-43830	2,411.69	302971175 117 Shumway Washington Center
176732	Xcel Energy	101-45200-450-43810	52.99	303683055 100 Tee Pee Tonka Park
176732	Xcel Energy	101-43121-430-43810	1,078.78	304051816 1200 Belview Trl
176732	Xcel Energy	602-49450-000-43830	184.86	302458578 828 8 Ave NW Park Shop
176732	Xcel Energy	101-43170-430-43810	40.45	304131503 2200 30th St NW
176732	Xcel Energy	101-42500-420-43810	4.90	178539 2613A Hulett Court
176732	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
176732	Xcel Energy	101-43160-430-43810	88.11	304850222 328 4 St NW-4 Ave NW Signal System
176732	Xcel Energy	101-45200-450-43810	45.71	303659432 618 9 Ave SW Sledding Hill
176732	Xcel Energy	603-49500-000-43830	81.71	304051816 1200 Belview Trl
176732	Xcel Energy	602-49450-000-43810	61.19	303670994 1090 Cannon Circle Lift Station
176732	Xcel Energy	101-43170-430-43810	10.20	156258 117 Shumway CD Siren
176732	Xcel Energy	101-43160-430-43810	54.25	305051521 New Bridge Lights 2nd Ave Bridge
176732	Xcel Energy	101-43160-430-43810	87.13	304850221 419 8 Ave NW-8 Ave Signal System
176732	Xcel Energy	101-45126-450-43810	21.10	171746 117 Shumway Lighting
176732	Xcel Energy	101-42110-420-43830	3,642.63	303688424 25 4th St NW
176732	Xcel Energy	101-41940-410-43810	1,869.16	303683323 208 1 Ave NW
176732	Xcel Energy	101-42110-420-43830	1,588.58	303877775 11 20th St NW Evidence Garage
176732	Xcel Energy	101-42500-420-43810	38.92	304214955 930 4th Ave NW Siren
176732	Xcel Energy	602-49450-000-43810	27.74	303333605 410 Frink Ave Lift Station
176732	Xcel Energy	601-49430-000-43830	652.76	302971552 824 7th St NW Water Works
176732	Xcel Energy	101-43160-430-43810	107.13	303661815 495 Heritage Pl
176732	Xcel Energy	101-42110-420-43810	289.13	303877775 11 20th St NW Evidence Garage
176732	Xcel Energy	602-49450-000-43810	66.28	302346525 3030 Hwy 60 W Lift Station

Check Numb	Last Name	Acct 1	Amount	Description
176732	Xcel Energy	101-43160-430-43810	67.01	304850224 402 Central-Central Ave Signal System
176732	Xcel Energy	601-49430-000-43810	112.27	304051816 1200 Belview Trl
176732	Xcel Energy	101-45500-450-43830	6,044.19	302342287 11 Division St E 70%
176732	Xcel Energy	602-49480-000-43830	15,865.54	302858086 214 14 St NE
176732	Xcel Energy	101-43170-430-43810	147.00	302531059 103 3 St NE Signal Light
176732	Xcel Energy	101-45200-450-43810	181.79	302261595 920 9 Ave SW
176732	Xcel Energy	101-45200-450-43810	27.12	304850239 TeePee Tonka Park Tunnel
176732	Xcel Energy	225-49810-430-43830	1,657.24	304924581 3401 Hwy 21 W
176732	Xcel Energy	601-49430-000-43810	8,946.48	303329691 824 7 St NW Pump Water
176732	Xcel Energy	101-45200-450-43810	29.55	303510224 Central Park Band Stand
176732	Xcel Energy	101-45200-450-43810	1,430.02	304428352 601 1st Ave NE Fleckenstein Bluffs Park
176732	Xcel Energy	101-43160-430-43810	185.19	304157645 3305 Highway 60
176732	Xcel Energy	101-43160-430-43810	35.45	303328788 1600 30 St NW
176732	Xcel Energy	601-49430-000-43810	1,359.18	302814303 1217 Parshall Reservoir #2
176732	Xcel Energy	101-45200-450-43810	103.05	303920032 540 2nd Ave NW
176732	Xcel Energy	101-43160-430-43810	-33.88	302767481 210 3 St NE St Light HP
176732	Xcel Energy	101-45200-450-43810	18.97	303239611 Sr High Tennis Courts
176732	Xcel Energy	101-45200-450-43810	21.13	303683055 100 TP Tonka Security
176732	Xcel Energy	101-43170-430-43810	77.52	303453265 1500 7 St NW Signal Light
176732	Xcel Energy	101-45122-450-43810	1,470.85	302825421 19 Division St W
176732	Xcel Energy	101-43160-430-43810	60.90	304157632 1602 2nd Ave NW
176732	Xcel Energy	602-49450-000-43810	34.33	302772185 1150 Willow Lift Station
176732	Xcel Energy	101-43160-430-43810	35.49	304087990 510 2 Ave NW Carnival
	Xcel Energy		134,663.99	
176886	Zeller Karen	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Zeller Karen		115.00	
			2,218,215.50	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Approve LG220 Application for Exempt Permit from Catholic United Financial Council 13SS Lawrence/Anne

Background:

Staff received an LG220 Application for Exempt Permit from Catholic United Financial Council 13SS Lawrence/Anne for an event at Bethlehem Academy on April 15, 2023. If approved by the Council, the application will be forwarded to the Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve LG220 Application for Exempt Permit

Attachments:

1. LG220 - Catholic United Financial Council 13SS Lawrence_Anne - 4_15_2023

LG220 Application for Exempt Permit

4/22

Page 1 of 4

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 13SS Lawrence/Anne Previous Gambling Permit Number: X

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 22445 Morristown Blvd

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

Name of Chief Executive Officer (CEO): Connie DeGrood

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): 4/15/2023

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, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Approve LG220 Applications for Exempt Permit from Rice County Pheasants Forever Chapter 0821

Background:

Staff received two LG220 Applications for Exempt Permit from Rice County Pheasants Forever Chapter 0821 for events at the Eagle Aerie 1460 on March 10, 2023 and April 15, 2023. If approved by the Council, the application will be forwarded to the Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve LG220 Applications for Exempt Permit

Attachments:

1. LG220 - Rice County Pheasants Forever Chapter 0821 - 3_10_2023
2. LG220 - Rice County Pheasants Forever Chapter 0821 - 4_15_2023

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: Rice County Pheasants Forever Chapter 0821 Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 4335 Roberds Lake Trail

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

Name of Chief Executive Officer (CEO): Jon Switala

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): Eagles Aerie 1460

Physical Address (do not use P.O. box): 2027 Grant Street NW

Check one:

☒ City: Faribault Zip: MN County: Rice
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): March 10, 2023

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$0.00)

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.

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: Rice County Pheasants Forever Chapter 0821 Previous Gambling Permit Number: [REDACTED]
 Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
 Mailing Address: 4335 Roberds Lake Trail
 City: Faribault State: MN Zip: 55021 County: Rice
 Name of Chief Executive Officer (CEO): Jon Switala

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**
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☐ **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): Eagles Aerie 1460

Physical Address (do not use P.O. box): 2027 Grant Street NW

Check one:

☒ City: Faribault Zip: MN County: Rice
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): April 15, 2023

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$0.00)

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, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-019 Accept Donations Made to the City of Faribault

Background:

The Police Department received donations totalling \$6,325.00. The State Bank of Faribault generously gave \$1,000.00 and the Asian Buffet donated \$5,000.00. In addition, \$325.00 was received from family members in memory of retired Officer Lawrence Roosmalen to be directed toward the K9 program. Based on discussions between Chief John Sherwin and the Command Staff, it was determined donated funds would be used to support the Police Officers' wellness program and upcoming department community engagement efforts.

The Park and Recreation Department received donations totaling \$1,750.00. A donation to the Children's Fund in the amount of \$250.00 was received in memory of Jim Crowl and a donation in the amount of \$1,500.00 was donated to the Tommy Allen Scholarship Fund from Corky's Earlybird Softball Tournament.

Recommendation:

Approve Resolution 2023-019 Accept Donations Made to the City of Faribault

Attachments:

1. Resolution 2023-019 Accept Donations Made to the City of Faribault
2. Asian Buffet and State Bank of Faribault Donations
3. Retired Officer Lawrence Roosmalen Donation
4. Corky's Earlybird Softball Donation

CITY OF FARIBAULT

RESOLUTION #2023-019

ACCEPT DONATIONS MADE TO THE CITY OF FARIBAULT

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

WHEREAS, Faribault Police Department is responsible for providing professional law enforcement services to the City; and

WHEREAS, the attached businesses and individuals would like to donate to the Faribault Parks and Recreation Department and the Faribault Police Department; and

WHEREAS, Faribault Parks and Recreation Department received the following donations to be used towards the listed accounts:

Tommy Allen Scholarship Fund: \$1,500.00
Children's Fund: \$250.00; and

WHEREAS, Faribault Police Department received the following donations to be used towards the listed account;

K9 Program: \$ 325.00
Police Officer Wellness Program/Community Engagement: \$6000.00.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Parks and Recreation Department to accept the donations of \$1,750.00 for the specified funds.

ALSO, BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Police Department to accept the donations of \$325.00 for use in the department's K9 program and \$6,000.00 to be used for Police Officer Wellness Program and Community Engagement.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DONATIONS

Tommy Allen Scholarship Fund

Corky's Earlybird Softball Tournament \$100.00

Children's Fund

Jim Crowl \$1,500.00

Police Officers' Wellness Program and Community Engagement

The State Bank of Faribault \$1,000.00

Asian Buffet \$5,000.00

K9 Program

Officer Lawrence Roosmalen Memorial \$50.00

12/20/22

To the rice county
police officers, I want
to thank you for serving
our community's families
and neighborhoods and
we truly appreciate you
guys.

Merry
Christmas



Thank you
Sincerely, Ethan. L
Student
of the Furibaut
Middle School

ASIAN BUFFET OF FARIBAULT
200 WESTERN AVE NW B12
FARIBAULT, MN 55021

6804
75-55/919

12/19 20 21

pay to
the order of

Faribault Police Dept.

\$ 500.00

Five thousand and 00/100

dollars

are voided
Details on back.

STATE BANK OF FARIBAULT
428 CENTRAL AVE
FARIBAULT MN 55021
(507) 332-7401

for Donation

[Signature]

MP

SBF STATE BANK OF FARIBAULT

Downtown Office: 428 Central Avenue Faribault, MN 55021
Branch Office: 202 Western Avenue Faribault, MN 55021
(507) 332-7401

76-55
919

083064

DATE 12/22/22

EXPENSE CHECK

ACCOUNT NUMBER

16985

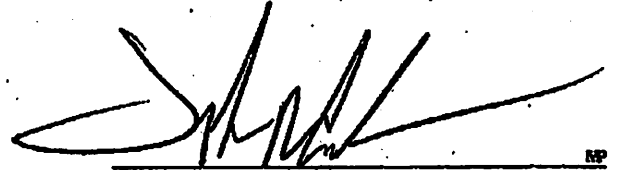
One thousand & 00/100 dollars

AMOUNT

****1,000.00

P
AY
TO
THE
ORDER OF

FARIBAULT POLICE DEPARTMENT
FARIBAULT MN 55021



AUTHORIZED SIGNATURE



21084981



6559619

3.99 ASY06559619P

AMERICAN GREETINGS CLEVELAND, OHIO 44145

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Printed on sustainably sourced paper



*The world
will never be the same
because of the beautiful difference
one life has made.*



#325.00

In loving memory
of someone very special.

Retired Officer
Lawrence Roosmaker
Mrs. Roosmaker
Tabatha Voracek Kubista
Alexis Kubista
Dorothy Pumper

CORKYS EARLYBIRD SOFTBALL TOURNAMENT INC

1144

DATE 1/25/23

PAY TO
THE ORDER OF

Fairbault Park & Rec Youth Scholarship \$ 1500.⁰⁰
One Thousand - Five Hundred & no/100 DOLLARS

Security Features
Included.
Details on back.

BREMER BANK

MP



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-020 Declare Police Portable Radios as Surplus

Background:

With the purchase of new portable radios in 2022, the Police Department has an abundance of decommissioned radios that are no longer supported by Motorola. While no longer supported by the manufacturer, the radios are still operational and functional on the State of Minnesota's 800 MHz ARMER radio network. The City of Blooming Prairie has requested up to 15 of our decommissioned portable radios for use by the Blooming Prairie Volunteer Ambulance Service at no cost.

Recommendation:

Approve Resolution 2023-020

Attachments:

1. Resolution 2023-020 Declare Police Portable Radios as Surplus
2. City of Blooming Prairie Request

CITY OF FARIBAULT

RESOLUTION #2023-020

DECLARE POLICE PORTABLE RADIOS AS SURPLUS

WHEREAS, the City of Faribault has items needed to operate each City Department; and

WHEREAS, when items are no longer needed they must be disposed of in accordance with State Law; and

WHEREAS, any revenue generated from the sale of items will be deposited into the City of Faribault General Fund; and

WHEREAS, the City of Blooming Prairie is interested in obtaining up to 15 decommissioned portable radios for their Volunteer Ambulance Service at no cost.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council declares decommissioned portable radios as surplus, and up to 15 radios be given to the City of Blooming Prairie at no cost.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



City of
Blooming Prairie

P. O. Box 68, 138 Highway Ave. South, Blooming Prairie, MN 55917
(507)583-7573 fax: (507)583-4520

January 16, 2023

City of Faribault,

The Blooming Prairie Volunteer Ambulance Service is made up of fifteen dedicated volunteers who live within our small community. Our primary service area consists of the four rural townships surrounding the city of Blooming Prairie. The way that our service area is set, we cover parts of the Counties of Steele, Dodge, Freeborn, and Mower. Last year we responded to 332 calls for service. We train once per month as a service to maintain our skills and to keep proficient.

A struggle we have as a team is radio communication. We use old and outdated VHF style radios as pagers. Those radios also have a communication channel for members to try and coordinate our response. Due to the age of these radios, not all of them work correctly. Also, some of our members live outside the city limits of Blooming Prairie and they are oftentimes out of range from the towers. These VHF radios are not able to communicate directly with dispatch either, which forces us to call dispatch by phone to let them know we are responding after we have been paged.

When the switch to 800 MHz radios happened within Steele and Rice Counties, our ambulance service was given several of the new radios to use, however they were not issued to every member of the service. We also share the limited amount of radios with the Blooming Prairie Police Department. During larger events they are often being used by extra officers on duty, so they are not always available to us at the ambulance.

We recognize the need for more radios, but financially are unable to purchase them at this time. One of our volunteers is Tyler Wilson who works as a police officer with the Faribault Police Department. He had mentioned that the City of Faribault recently transitioned to a newer style of 800 MHz radios and noted that the older style the City of Faribault used would work for our service. In fact, they are the 800 MHz radios that we currently use. We would be interested in ten to fifteen radios, with chargers, and shoulder mics so we could outfit our service more appropriately. With these radios we would be able to provide better service to our community and the patients we serve. Thank you for your consideration.

Regards,

[Signature]

Karin Fawn

Karen L. Wacker

Angie Lindsey
Laura Coughlin

Kathy Pellegrini

Miranda Canney

Paula Abbe

[Signature]

Blooming Prairie Volunteer Ambulance Service

Rick Hammon



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-021 Approve MN Chiefs of Police Foundation Community Partnerships Grant Application

Background:

The Minnesota Chiefs of Police Foundation (MCPF) is awarding police departments up to \$2,500 to support community engagement efforts through their Community Partnership Grant Program. The MCPF's vision of community engagement aligns with the vision and goals of Faribault PD. The department has prepared a grant application seeking funding for a community event to take place on June 1, 2023. This event, "Safe Summer Kick-Off", coincides with the last day of school for Faribault Public School students.

The Police Department envisions the "Safe Summer Kick-Off" taking place in the evening at a public park or other outdoor location. The event will be focused on safety demonstrations presented by Faribault Police Officers and displays that engage the community. The focus is also on having fun - live entertainment, food, interactive displays of city equipment, K9 demonstrations, and games are all possibilities. The department has already developed support for this event from several partner organizations - Faribault Public Schools, Faribault Diversity Coalition, and Growing Up Healthy, with additional collaboration expected. The grant award does not require a local match and is fully funded by the MCPF.

Recommendation:

Approve Resolution #2023-021

Attachments:

1. Resolution 2023-021 Approve MN Chiefs of Police Foundation Community Partnership Grant Application
2. MCPF Grant Application_12.19.22
3. Police Dept Support Letter - Diversity Coalition
4. FPD Letter of Support - Faribault Public Schools

5. FPD Letter of Support - Growing Up Healthy

CITY OF FARIBAULT

RESOLUTION #2023-021

APPROVE MN CHIEFS OF POLICE FOUNDATION COMMUNITY PARTNERSHIP GRANT APPLICATION

WHEREAS, the Faribault Police Department strives to increase safety while engaging directly with the community through events such as the "Safe Summer Kick-Off"; and

WHEREAS, the Minnesota Chiefs of Police Foundation (MCPF) has allocated grant funds for police departments and their community engagement efforts; and

WHEREAS, the Faribault Police Department is eligible to receive up to \$2,500 in funding through the MCPF.

NOW, THEREFORE BE IT RESOLVED, that the Faribault Police Department wishes to apply for up to \$2,500 in grant funding from the MCPF for the "Safe Summer Kick-Off" event.

ALSO, BE IT RESOLVED, that the Police Chief is hereby authorized to execute such agreements necessary to implement the event on behalf of the applicant.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



MINNESOTA CHIEFS OF POLICE FOUNDATION

Community Partnerships Grant Application

GRANT CYCLE #1

Closes January 31, 2023

Application Date: 01/11/23 Amount Requested: \$2,500 Grant ID # _____

Safe Summer Kickoff

Staff Use Only

Name of Event / Project / Program: _____

Name of Police Department: Faribault Police Department

Name of other Collaborating Police Departments (if any): N/A

Provide a brief description of the request:

The Faribault Police Department, in partnership with Faribault Public Schools, Growing Up Healthy, the Healthy Community Initiative, and the Faribault Diversity Coalition are partnering together to host a "Safe Summer Kickoff" community event. This event will coincide with the end of the public school year on June 1st, 2023.

While the focus of the event will be on Faribault students, their families, and having a safe summer - all members of the community will be invited to engage with the police department and our partner organizations. The event location is to be determined, but will take place at a public park or school property that provides the best access for all populations within the community.

Free food will be provided to those who attend. The event will be focused on safety demonstrations from Faribault Police Officers and displays that engage the community. Topics presented may include bike safety, water safety, internet safety and other safety concerns encountered by Faribault students during the summer months.

While the theme is safety, the focus is also on having a fun evening and sharing an engagement opportunity with the community and our partner agencies and non-profits. Live entertainment, interactive displays of police and city equipment, a K9 demonstration, and interactive games are all possibilities.

How will this project improve, build, or cultivate relationships, trust, transparency, cooperation, or partnerships between law enforcement and the community?

Faribault is a diverse community with 30% of the population made up of non-white residents. The public schools are even more diverse, with over 60% of the student population being students of color. Increasing trust and transparency within our community, and in particular our youth, is a key goal of this event. Faribault is also home to the Minnesota State Academies for the Deaf and Blind. Both Academies have a robust student population and are valued members of our community. The non-profits with whom we are partnering for this event specifically serve our diverse communities and will help the police department further build legitimacy and trust. The beginning of summer break is a celebration for students, their families, and the community as a whole. A police department organized event celebrating summer and safety is a positive relationship builder for all.

When do you expect to hold, launch, or execute this project (specific dates)?

How long will the project, program or initiative last? (i.e. one day event, 3-month program, year long initiative, etc.)

The event will occur in the evening hours on the last day of school, Thursday, June 1, 2023. It will be a one-day, 2 to 3 hour event. Ideally, this will be an annual initiative, and if the pilot event is successful we may look to expand to a "back to school" event as well.

What will the grant funds be used for? Include an estimated budget for the project (attachments accepted).

\$250 - Event promotional materials - fliers, brochures, clothing, "swag"
\$250 - Staffing funds for Event Coordinators from our non-profit partners
\$250 - Entertainment/rental equipment (tables/chairs/etc.)
\$1,750 - Catered food (culturally sensitive food offerings)

Will this grant be the sole source of funding for this project or will it be supplemental to other sources of funding? Please note that grant program funds should not be used to supplant the police department/city budget. If this grant is not approved in full (i.e. approved only for 75% of amount requested), will you still be able to move forward with the project? Please explain.

The Police Department does not have budgeted funding for community engagement events. Yes, we will move forward with this event if not fully funded. However, we may need to scale back our plans as additional funding would come from donations to the police department and with the assistance of our non-profit partners.

Will this be a first time or repeat event/project? ☒ First Time ☒ Repeat

Applicant's Name and Title/Rank: John Sherwin, Chief of Police
jsherwin@ci.faribault.mn.us 507-334-0920

Email: _____ **Phone Number:** _____

Chief of Police Approval: ☒ Yes ☐ No **Chief of Police Signature:** _____
Faribault Police Department

If application is approved, to whom should the check be made payable to? _____

Please email this application with any supplemental materials (letters of support from partner organizations, budgets, event flyers, etc.) to the Minnesota Chiefs of Police Foundation office at: mai@mnchiefs.org

Please check grant cycle deadlines to ensure your application is submitted in a timeline manner. All grant funding decisions will be made within 60 days of the closing date of the grant cycle.

January 25, 2023

Dear Minnesota Chiefs of Police Foundation (MCPF),

On behalf of the Faribault Diversity Coalition, I am writing to offer strong support for the Faribault Police Department's application through the Community Partnerships Grant Program. The police department's "Safe Summer Kick-off" event is designed to engage Faribault students, their families, and the community as the school year ends and summer break begins.

The Faribault Diversity Coalition's mission is to "bridge cultures to foster community well-being." We support the police department in their education and engagement efforts through events like the "Safe Summer Kick-off," as safety is a key component of community well-being. Events of this nature also support our vision by creating a more positive attitude toward diversity and culture and ensuring greater equity and inclusion for all members of the community.

Thank you for your careful consideration of this proposal. We look forward to supporting, promoting, and participating in this safety initiative led by the Faribault Police Department.

Sincerely,

Lisa Simons

Lisa Simons
Board Member
Faribault Diversity Coalition



January 13, 2023

Dear Minnesota Chiefs of Police Foundation (MCPF),

On behalf of Faribault Public Schools, I am writing to offer strong support for the Faribault Police Department's application through the Community Partnerships Grant Program. The police department's "Safe Summer Kick-off" event is designed to engage Faribault students, their families, and the community as the school year ends and thoughts transition to summer break.

Engagement is a core value of Faribault Public Schools driven by a strategy of working with families and the community to help students grow as citizens. Safety is a key component of citizenship, and Faribault Public Schools support the police department in their education and engagement efforts through events like the "Safe Summer Kick-off".

Thank you for your careful consideration of this proposal. Faribault Public Schools look forward to supporting and promoting this safety initiative in our community.

Sincerely,

Jamie Bente
Superintendent
Faribault Public Schools



January 13, 2023

Dear Minnesota Chiefs of Police Foundation (MCPF),

On behalf of Growing Up Healthy, I am writing to offer strong support for the Faribault Police Department's application through the Community Partnerships Grant Program. The police department's "Safe Summer Kick-off" event is designed to engage Faribault students, their families, and the community as the school year ends and summer break begins.

Growing Up Healthy envisions Faribault and the whole of Rice County as a place where diverse populations are connected to each other and are active participants in creating a community where all families thrive. We support the police department in their education and engagement efforts through events like the "Safe Summer Kick-off". Safety is a key component in any community and events of this nature further our goal of encouraging community connections.

Thank you for your careful consideration of this proposal. We look forward to supporting, promoting, and participating in this safety initiative led by the Faribault Police Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennyffer Barrientos".

Jennyffer Barrientos
Growing Up Healthy Director
1651 Jefferson Parkway, Suite 128
Northfield, MN 55057

www.growinguphealthy.org

Growing Up Healthy is proud to be an HCI-supported program





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-024 Approve Joint Powers Agreement between the Faribault Police Department and State of Minnesota, Bureau of Criminal Apprehension

Background:

The Police Department's current Joint Powers Agreement (JPA) with the State of Minnesota - Department of Public Safety, Bureau of Criminal Apprehension (BCA), to use systems and tools available over the State's criminal justice data communications network is set to expire. Additionally, the department's access to court records through the Criminal Justice Data Network (CJDN) is also up for renewal. These systems and tools are necessary and vital for the police department to remain functional.

The Minnesota BCA requires JPA renewal for the Police Department to continue to access their systems. Police Administration and attorneys from Eckberg-Lammers have reviewed the agreements and found them acceptable.

Recommendation:

Approve Resolution 2023-024 Approving Joint Powers Agreement with the State of Minnesota, Bureau of Criminal Apprehension

Attachments:

1. Resolution 2023-024 Approve Joint Powers Agreement between the Faribault Police Department and State of Minnesota, Bureau of Criminal Apprehension
2. Faribault PD Master JPA
3. Faribault PD Court Amendment

CITY OF FARIBAULT

RESOLUTION #2023-024

APPROVE JOINT POWERS AGREEMENT BETWEEN THE FARIBAULT POLICE DEPARTMENT AND STATE OF MINNESOTA, BUREAU OF CRIMINAL APPREHENSION

WHEREAS, the City of Faribault on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection; and

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Faribault on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police, John Sherwin, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Prosecuting Attorney, Kari E. O'Leary, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That Kevin Voracek, the Mayor for the City of Faribault, and Tim Murray, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Faribault on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007

Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: John Sherwin
Address: 25 4th Street NW
Faribault, MN 55021-9988
Telephone: 507.334.4305
Email Address: jsherwin@ci.faribault.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber

Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Faribault on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 221137, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-025 Approve Appointments of Board and Commission Members

Background:

Three (3) applications were received for appointment to the Charitable Gambling Board. These individuals are members of organizations that have charitable gambling sites located in the City of Faribault.

Edward Little	American Legion
Johnathan Chmelik	Morristown Fire Relief Association
Jamie Hausen	Faribault Wrestling

Recommendation:

Approve Resolution 2023-025 Approve Appointments of Board and Commission Members

Attachments:

1. Resolution 2023-025 Approve Appointments of Committee, Board, and Commission Members
2. Board-Commission Appointments 2023-01-24

CITY OF FARIBAULT

RESOLUTION #2023-025

APPROVE APPOINTMENTS OF BOARD AND COMMISSION MEMBERS

WHEREAS, there exist numerous vacancies for committees, boards, and commissions for the City of Faribault; and

WHEREAS, the City received applications from individuals interested in serving on these committees, boards, and commissions; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby appoints the following individuals to listed committee, board, or commission with the date of term expiration as identified:

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Edward Little	Charitable Gambling Board	1/31/2025
Jamie Hausen	Charitable Gambling Board	1/31/2025
Johnathan Chmelik	Charitable Gambling Board	1/31/2025

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

2023 CITY COUNCIL COMMITTEES – Working Copy

JOINT COMMITTEE (Work Session) (7)

Meets the first and third Tuesday of every month at 6:00 pm. Other meetings as needed.

Members: Mayor and all City Councilmembers

ANNEXATION COMMITTEE (3)

Meets as needed.

Members: Mayor Voracek, Councilmembers Ross and Spooner

Staff Liaison: City Administrator & CED Director

LABOR COMMITTEE (2)

Meets as needed.

Members: Mayor Voracek and Councilmember Ross

Staff Liaison: City Administrator & Human Resources Director

AD HOC

Special committees established at Council discretion on an issue-by-issue basis. The Mayor

2023 COUNCIL APPOINTMENTS AND REPRESENTATIVES – Working Copy

Vice Mayor

Councilmember van Sluis

Committees/Boards/Commissions with all members appointed by City Council

<u>Committee Name</u>	<u>Council Appointees</u>	<u>Staff Rep.</u>
CHARITABLE GAMBLING ADVISORY BOARD	Caron	H. Slechta
ECONOMIC DEVELOPMENT AUTHORITY	Spooner, Mayor Voracek	D. Wanberg
HOUSING AND REDEVELOPMENT AUTHORITY	Caron	D. Wanberg
PARKS AND RECREATION ADVISORY BOARD	Caron	P. Peanasky
TOURISM COMMISSION	Doumbouya	H. Slechta

Committees/Boards/Commissions with only Council/City representatives appointed by City Council

<u>Committee Name</u>	<u>Council Appointees</u>	<u>Staff Rep.</u>
ALEXANDER PARK COMMITTEE	Spooner, Mayor Voracek	P. Peanasky
BMX TRACK BOARD	Ross	P. Peanasky
BUCKHAM WEST (SENIOR CENTER)	Ross	P. Peanasky
FARIBAULT HOUSE BUILDING COMMITTEE	van Sluis	N/A
ICE ARENA BOARD	van Sluis, Mayor Voracek	P. Peanasky
JOINT DISPATCH BOARD	van Sluis	D. Dienst

MAIN STREET COMMITTEE	Doumbouya	D. Wanberg
MILL TOWNS TRAIL BOARD	van Sluis, Doumbouya	M. Duchene
PARADISE CENTER FOR THE ARTS BOARD	van Sluis	N/A
RIVERBEND NATURE CENTER BOARD	Spooner	N/A
SOCCER COMPLEX BOARD	van Sluis	P. Peanasky
TOWNSHIP FIRE CONTRACT COMMITTEE	Spooner, Mayor Voracek	D. Dienst

AIRPORT ADVISORY BOARD – Ch. 3, Art. II, City Code of Ordinances (Ord. A-368, 76-09, 95-19, 2021-1);

Seven (7) members (a minimum of 5 members who reside or work in the city, and up to 2 residents of the county); Advises the City Council and City Administrator on the construction, improvement, maintenance and operation of the municipal airport, and general aviation activities affecting the community.

AIRPORT ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mike Brown, Sr.	12/22/2009	3 yrs.	1/31/2024
2. (Robert) Pete Johnson	4/27/1976	3 yrs.	1/31/2024
3. Stein Bruch	1/25/2022	3 yrs.	1/31/2025
4. William Smith	2/12/2019	3 yrs.	1/31/2025
5. Tom Waarvik	2/9/1993	3 yrs.	1/31/2026
6. (James) Carl Hooper (county resident)	9/13/2001	3 yrs.	1/31/2026
7. Brian Paczosa	1/24/2023	3 yrs.	1/31/2026

CHARTER COMMISSION - Resolution 2011-089. The Charter Commission is responsible for reviewing and revising the City Charter to ensure that it meets all applicable State and Federal laws and meets the needs of the citizens. Appointments made by District Chief Judge. All members must be qualified voters of the City per state statute.

CHARTER COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Ackman	5/24/2011	4 yrs.	12/31/2024
2. Daniel Burns	5/24/2011	4 yrs.	12/31/2024
3. David Albers	5/23/2017	4 yrs.	12/31/2024
4. Tom Spooner (Council rep.)	1/12/2021	4 yrs.	12/31/2024
5. Kymn Anderson	5/24/2011	4 yrs.	12/31/2026
6. Dan Behrens	5/24/2011	4 yrs.	12/31/2026
7. John Jasinski	5/24/2011	4 yrs.	12/31/2026
8. Pat Rice	5/24/2011	4 yrs.	12/31/2026
9. Dave Miller	1/24/2023	4 yrs.	12/31/2026

CHILDREN'S FUND (AQUATIC CENTER) BOARD –Resolution 2003-226; Advises City Council and

staff on the Aquatic Center Scholarship fund monies

CHILDREN'S FUND (AQUATIC CENTER) BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Ken Hubert	3/27/2018	3 yrs.	1/31/2024
2. Bethany Fuller	4/26/2022	3 yrs.	1/31/2025
3. VACANT		3 yrs.	1/31/2026

ECONOMIC DEVELOPMENT AUTHORITY – Enabling Resolution 2016-239 (Res. 86-77, 2001-98, 2005-35, and 2008-015); The EDA has authority to take action on economic development programs for business and industry. The EDA manages tax increment financing districts and multiple grant and loan programs. Its powers are defined by state law.

ECONOMIC DEVELOPMENT AUTHORITY	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council Rep.)	1/8/2019	4 yrs.	1/14/2025
2. Rodney Gramse	2/11/2014	6 yrs.	1/28/2025
3. Tom Spooner (Council Rep.)	1/24/2023	4 yrs.	1/26/2027
4. Will Fort*	8/24/2021	6 yrs.	1/26/2027
5. David Campbell	1/25/2022	6 yrs.	1/25/2028
6. Andrew (AJ) Smith	4/12/2022	6 yrs.	1/23/2029
7. VACANT		6 yrs.	1/23/2029

*Appointed to partial term to fill vacancy due to resignation

ENVIRONMENTAL COMMISSION – Ordinance 2020-3. The Commission advises the City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments. – Ordinance 2020-3. The Commission advises the City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments. (Ordinance 2022-6; 7 members, at least four (4) City Residents, up to three (3) residents of bordering townships).

ENVIRONMENTAL COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Lee Nordmeyer*	4/12/2022	3 yrs.	1/31/2024
2. Sonny Wasilowski	1/26/2021	3 yrs.	1/31/2024
3. Martha Brown	1/25/2022	3 yrs.	1/31/2025
4. Theresa Demars*	1/24/2023	3 yrs.	1/31/2025
5. Richard Huston	4/14/2020	3 yrs.	1/31/2026
6. Roger Steinkamp	4/14/2020	3 yrs.	1/31/2026
7. Cynthia Diessner	1/24/2023	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

HERITAGE PRESERVATION COMMISSION - Ordinance 81-12, 83-05, 85-21, (Ord. 95-19 -7 members) The Commission advises City Council and staff on issues related to the preservation of the community's cultural, historical and architectural heritage. Must be a City resident (per MN Stat. 471.193, Subd. 5). The Commission is actively involved in a variety of educational efforts that highlight Faribault's past.

HERITAGE PRESERVATION COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Cori Weems	1/26/2021	3 yrs.	1/31/2024
2. Ron Dwyer	2/23/2021	3 yrs.	1/31/2024
3. Rob Kuhlman	1/25/2022	3 yrs.	1/31/2025
4. Lee Nordmeyer	4/14/2020	3 yrs.	1/31/2025
5. David Sauer	1/14/2020	3 yrs.	1/31/2026
6. Sam Temple	1/14/2020	3 yrs.	1/31/2026
7. Colton Hogan	1/24/2023	3 yrs.	1/31/2026

HOUSING AND REDEVELOPMENT AUTHORITY – Resolution 2001-029, MN Statute 469.003; Per State law the HRA handles a variety of housing programs. It also manages public housing units and Robinwood Manor senior housing. Seven members, including one councilmember. Must be a resident of the city. Limited to maximum of three (3) consecutive five (5) year terms for a total of fifteen (15) years.

HOUSING AND REDEVELOPMENT AUTHORITY	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sara Caron (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Matt Speckhals	4/26/2016	5 yrs.	1/31/2024
3. Brendan Kennedy	3/1/2015	5 yrs.	1/31/2025
4. Loni Ahlers	2/26/2013	5 yrs.	1/31/2026
5. Narren Brown	1/22/2019	5 yrs.	1/31/2026
6. Travis McColley	11/9/2021	5 yrs.	1/31/2027
7. Travis Kath	2/22/2022	5 yrs.	1/31/2027

ICE ARENA BOARD (CITY REPRESENTATIVES) MEMBERS - The Ice Arena Board makes decisions regarding maintenance and operation for the Faribault Ice Arena, which is jointly owned by the City, School District, and Hockey Association, which each appoint three members to this board.

ICE ARENA BOARD (CITY REPS)	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Peter van Sluis (Council rep)	1/24/2023	1 yr.	1/31/2024
3. Paul Peanasky (City rep)	1/24/2023	3 yrs.	1/31/2026

LIBRARY ADVISORY BOARD – Ch. 13, Art. II, City Code of Ordinances, MN Statute 134.09; This Board advises the Council and the City Administrator regarding the maintenance and operation of Buckham Memorial Library. The Council appoints six (6) members to the board, who must be city residents. The Rice County Board may appoint one additional (seventh) member, or the Council may appoint a student from a city high school to a 1- or 2-year term as the seventh member of the board.

LIBRARY ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Crystal Bauer	9/27/2016	3 yrs.	1/31/2024
2. Melissa Kuhl	1/9/2018	3 yrs.	1/31/2024
3. Keri Simon	2/23/2016	3 yrs.	1/31/2025
4. Jayne Spooner	1/22/2019	3 yrs.	1/31/2025
5. Gordon Liu	1/25/2022	3 yrs.	1/31/2026
6. Anneke Musselman	1/24/2023	3 yrs.	1/31/2026
7. Luella Coulter (student)	1/24/2023	1 yr.	1/31/2024

PARK & RECREATION ADVISORY BOARD – Resolution 2021-009; Seven (7) members, made up of one (1) City Council Member, minimum of five (5) City Residents, up to one (1) non-city resident residing within the school district, plus one (1) student member; This Board advises the City Council and staff on parkland dedication, park improvements, and recreation programs.

PARK & RECREATION ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sara Caron (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Sally Kramer	8/23/2011	3 yrs.	1/31/2024
3. Chad Kreager	11/22/2005	3 yrs.	1/31/2025
4. Troy Temple	1/22/2019	3 yrs.	1/31/2025
5. Lola Brand	7/14/1998	3 yrs.	1/31/2026
6. Mike Ross	1/14/2020	3 yrs.	1/31/2026
7. Carrissa Glarner	1/24/2023	3 yrs.	1/31/2026
8. VACANT (Student)	8/25/2020	1 yr.	1/31/2024

PETER SMITH ADVISORY COMMITTEE – Resolution 86-201; This committee advises the Council and the Parks and Recreation Advisory Board on expenditures from the Peter Smith trust fund for youth recreation programs.

PETER SMITH ADVISORY COMMITTEE	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kyle Murphy *	2/22/2022	3 yrs.	1/31/2024

2.	Gordon (Duffy) Elleby	2/9/2021	3 yrs.	1/31/2025
3.	George Cuniff	2/9/2021	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

PLANNING COMMISSION – Chapter 20, City Code of Ordinances, M.S. § 462.354, subd. 1. (Ord. A-405, 75-2, Ord 95-19 - 7 members); Makes recommendations to the City Council on land use related issues: variances, conditional use permits, subdivisions and zoning changes.

PLANNING COMMISSION		<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1.	Chuck Ackman	12/22/2009	3 yrs.	1/31/2024
2.	Michael Salt*	1/24/2023	3 yrs.	1/31/2024
3.	David Campbell	10/11/2016	3 yrs.	1/31/2025
4.	Sam Temple	1/14/2020	3 yrs.	1/31/2025
5.	Steve White	12/10/1996	3 yrs.	1/31/2026
6.	Barton Jackson	1/26/2021	3 yrs.	1/31/2026
7.	Eric Delgado	1/24/2023	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

TOMMY ALLEN YOUTH ENDOWMENT FUND BOARD – Resolution 2003-225 - Advises City Council and staff on the Fund, administers program, determines guidelines to subsidize youth rec programs, and develop fundraising efforts.

TOMMY ALLEN YOUTH ENDOWMENT FUND BOAR		<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1.	Sharon Dell	2/14/2006	3 yrs.	1/31/2024
2.	VACANT		3 yrs.	1/31/2025
3.	VACANT		3 yrs.	1/31/2026

TOURISM COMMISSION – Ch. 14, Art. V, City Code of Ordinances (Ord. 2014-014; Res. 2014-218; Ord. 2019-7) - Advises City Council and staff on the Tourism issues and the expenditure of lodging tax funds.

TOURISM COMMISSION		<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1.	Adama Doubouya (Council Rep)	1/24/2023	1 yr.	1/31/2024
2.	David Connelly	1/14/2020	3 yrs.	1/31/2024
3.	Ashley Reller	1/26/2021	3 yrs.	1/31/2024
4.	Heidi Nelson (Agency Rep)	3/27/2018	3 yrs.	1/31/2025
5.	Miki Orr	3/12/2019	3 yrs.	1/31/2025
6.	David Nichols (RCHS)	1/24/2023	3 yrs.	1/31/2026
7.	Mark Kenney	1/24/2023	3 yrs.	1/31/2026

TREE BOARD – Est. 12/23/2008 - The Board advises the Park/Rec Board on issues related to trees.

TREE BOARD	<u>Appointed</u>
1. Ed Bastyr	12/23/2008
2. Pat Rice	12/23/2008
3. Pauline Schreiber	12/23/2008
4. Sally Kramer (Park/Rec Brd rep)	3/12/2019
5. Wendy Eckert	1/14/2020
6. Susan Erickson	1/14/2020
7. Mark Zentner	1/14/2020
8. Amanda Theis	1/25/2022
9. Elaine Feikema	1/24/2023
10. Kimberly Paczosa	1/24/2023

CHARITABLE GAMBLING ADVISORY BOARD – Ordinance 95-26 (Ord. 89-01) – The Board is made up of representatives of the holders of Gambling licenses. Board makes recommendations to Council on spending City’s charitable gambling taxes.

CHARITABLE GAMBLING ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
<i>City Council Representative</i>			
1. Sara Caron	1/24/2023	1 yr.	1/31/2024
<i>American Legion</i>			
1. Edward Little	2/14/2023	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/23/2024
<i>Bethlehem Academy – Carbone’s, Grampa Al’s, Country Club</i>			
1. Troy Marquardt	2017	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
<i>Divine Mercy School – Signature Bar, Carbone’s</i>			
1. Daniel Moyer	5/22/2022	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
<i>Eagles</i>			
1. Jon Sirek	1/25/2012	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/31/2025
<i>Elks</i>			
1. Mike Donkers	6/8/2021	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Faribault Hockey Association – Depot, Bashers, Joe’s, Carbones</i>			
1. Rick Caron	9/13/2011	2 yrs.	1/31/2024

2. Alternate		2 yrs.	1/23/2025
<i>Faribault Wrestling Club – J&J Bowling Center</i>			
1. Jason Tobin	8/28/2007	2 yrs.	1/31/2024
2. Jamie Hausen (Alternate)	2/14/2023	2 yrs.	1/23/2025
<i>Knights of Columbus</i>			
1. Peter Dodge	1/9/2018	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Moose</i>			
1. Horace Vogesaa	2/23/2021	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/31/2025
<i>Morristown Fire Relief - Our Place on 3rd</i>			
1. Terry Meschke	3/12/2019	2 yrs.	1/31/2024
2. Johnathan Chmelik (Alternate)	2/14/2023	2 yrs.	1/31/2025
<i>Defeat of Jesse James Days Committee – Corks and Pints</i>			
1. Shelia Radtke	3/12/2019	2 yrs.	1/23/2025
2. Alternate		2 yrs.	1/23/2024
<i>Faribault Youth Rotary Services – Boxer's</i>			
1. Brenda DeMars	6/8/2021	2 yrs.	1/23/2025
2. Chad Koepke (Alternate)	6/8/2021	2 yrs.	1/23/2024

Oath 2/6

Oath 2/6

Oath 2/6

Oath 2/6

First Name	Last Name
Andrew	Smith
Theresa	Demars
Richard	Huston
Roger	Steinkamp
Cynthia	Diessner
David	Sauer
Sam	Temple
Colton	Hogan
Gordon	Liu
Anneke	Musselman
Luella	Coulter
Lola	Brand
Mike	Ross
Carrissa	Glarner
George	Cunniff
Michael	Salt
Steve	White
Barton	Jackson
Eric	Delgado
David	Nichols
Mark	Kenney
Elaine	Feikema
Kimberly	Paczosa
Troy	Marquardt
Daniel	Moyer
Shelia	Radtke
Brenda	DeMars
Chad	Koepke
Kymn	Anderson
Dan	Behrens
John	Jasinski
Pat	Rice
Dave	Miller
Tom	Waarvik
Carl	Hooper
Brian	Paczosa

Address	City	State	Zip	Board	Term
15765 Acorn Trail	Faribault	MN	55021	Economic Development Authority	6
1316 Robinwood Lane	Faribault	MN	55021	Environmental Commission	2
4425 195th St W	Faribault	MN	55021	Environmental Commission	3
728 4th Ave NW	Faribault	MN	55021	Environmental Commission	3
12 Central Ave N Apt.	Faribault	MN	55021	Environmental Commission	3
425 3rd Street SW	Faribault	MN	55021	Heritage Preservation Commission	3
3 Mott Ave SE	Faribault	MN	55021	Heritage Preservation Commission	3
721 1st Street NW	Faribault	MN	55021	Heritage Preservation Commission	3
200 Heritage Place, A	Faribault	MN	55021	Library Advisory Board	3
300 11th Ave NE	Faribault	MN	55021	Library Advisory Board	3
733 6th Ave SW	Faribault	MN	55021	Library Advisory Board	1
532 SW 3 Ave	Faribault	MN	55021	Park and Recreation Advisory Board	3
1101 Wellington Cres	Faribault	MN	55021	Park and Recreation Advisory Board	3
454 Tischler Ave SE	Faribault	MN	55021	Park and Recreation Advisory Board	3
625 Shumway Ave	Faribault	MN	55021	Peter Smith Advisory Committee	3
925 Newhall Drive	Faribault	MN	55021	Planning Commission	1
421 Littleford Lane	Faribault	MN	55021	Planning Commission	3
1501 Wellington Cres	Faribault	MN	55021	Planning Commission	3
1235 George L Street	Faribault	MN	55021	Planning Commission	3
1814 2nd Ave NW	Faribault	MN	55021	Tourism Commission	3
2609 Hulett ave	Faribault	MN	55021	Tourism Commission	3
1519 Highland Place	Faribault	MN	55021	Tree Board	
6770 Fairfax Way	Faribault	MN	55021	Tree Board	
6672 198th Court We	Faribault	MN	55021	Charitable Gambling Commission	2
1806 Eagle Court	Faribault	MN	55021	Charitable Gambling Commission	2
14241 Sheildsville Blv	Lonsdale	MN	55021	Charitable Gambling Commission	2
2300 NW 30th Street	Faribault	MN	55021	Charitable Gambling Commission	2
428 Central Ave	Faribault	MN	55021	Charitable Gambling Commission	1
216 4th Ave SW	Faribault	MN	55021	Charter Commission	4
1549 18th Ave NW	Faribault	MN	55021	Charter Commission	4
421 Central Ave	Faribault	MN	55021	Charter Commission	4
713 Ravine Street	Faribault	MN	55021	Charter Commission	4
431 Tatepaha Blvd	Faribault	MN	55021	Charter Commission	4
800 Vardon Ct	Faribault	MN	55021	Airport Advisory Board	3
4210 Cass Ave	Webster	MN	55088	Airport Advisory Board	3
6770 Fairfax Way	Faribault	MN	55021	Airport Advisory Board	3

Term Exp.	Staff	Staff Phone #	Pronoun	Title
January 23, 2029	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2025	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	Delane James	(507) 384-0526	she	Library Director
January 31, 2026	Delane James	(507) 384-0526	she	Library Director
January 31, 2026	Delane James	(507) 384-0526	she	Library Director
January 31, 2026	Paul Peanasky	(507) 384-0512	he	Park and Recreation Director
January 31, 2026	Paul Peanasky	(507) 384-0512	he	Park and Recreation Director
January 31, 2026	Paul Peanasky	(507) 384-0512	he	Park and Recreation Director
January 31, 2026	Paul Peanasky	(507) 384-0512	he	Park and Recreation Director
January 31, 2024	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	David Wanberg	(507) 333-0350	he	Community and Economic Development Dir
January 31, 2026	Heather Slechta	(507) 333-0353	she	City Clerk
January 31, 2026	Heather Slechta	(507) 333-0353	she	City Clerk
	Paul Peanasky	(507) 384-0512	he	Park and Recreation Director
	Paul Peanasky	(507) 384-0512	he	Park and Recreation Director
January 31, 2025	Heather Slechta	(507) 333-0353	she	City Clerk
January 31, 2025	Heather Slechta	(507) 333-0353	she	City Clerk
January 31, 2025	Heather Slechta	(507) 333-0353	she	City Clerk
January 31, 2025	Heather Slechta	(507) 333-0353	she	City Clerk
January 31, 2024	Heather Slechta	(507) 333-0353	she	City Clerk
December 31, 2026	Tim Murray	(507) 333-0355	he	City Administrator
December 31, 2026	Tim Murray	(507) 333-0355	he	City Administrator
December 31, 2026	Tim Murray	(507) 333-0355	he	City Administrator
December 31, 2026	Tim Murray	(507) 333-0355	he	City Administrator
December 31, 2026	Tim Murray	(507) 333-0355	he	City Administrator
January 31, 2026	Travis Block	(507) 333-0365	he	Public Works Director
January 31, 2026	Travis Block	(507) 333-0365	he	Public Works Director
January 31, 2026	Travis Block	(507) 333-0365	he	Public Works Director

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Board	Total Members	
Airport Advisory		7
Charter Commission		9
Children's Fund (Aquatic Center) Board	None stated in forming resolution	
Economic Development Authority		7
Environmental Commission		7
Heritage Preservation		7
Housing and Redevelopment Authority		7
Ice Arena Board		3
Library Advisory Board		7
Park and Recreation Advisory Baord		7
Peter Smith Advisory Board		3
Planning Commission	7-15	
Tourism Commission		

Residency Requirements

5 Work/Live - Up to 2 Rice Co. Residents

All must be qualified voters of the City per state statute

None stated in forming resolution

2 Council Members - 5 with no residency requirement

4 City Residents-up to 3 Bordering Townships

City Resident

City Resident

City Staff/Council

6 City Residents 1 County Appointed or Student Rep

1 Council Member, at least 5 City Residents, up to 1 member

that lives with in the school district and 1 student

Orginal Members set by Resolution

No requirements found

1 Council Member, 4 members representing industry, 1

lodging representative, 1 agency representative



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-033 Approve 2023 Massage Therapist Licenses

Background:

Staff received applications from Stephanie Conroy and Sarah Vermuele for Massage Therapist Licenses for 2023. The applicants have paid all required fees and submitted all the required paperwork. The Police Department has completed the required background investigations.

Recommendation:

Approve Resolution 2023-033 Approve 2023 Massage Therapist Licenses

Attachments:

1. Resolution 2023-033 Approve 2023 Massage Therapist Licenses

CITY OF FARIBAULT

RESOLUTION #2023-033

APPROVE 2023 MASSAGE THERAPIST LICENSES

WHEREAS, the following have presented application to the City of Faribault for renewal of their Massage Therapist Licenses:

Stephanie Conroy
Sarah Vermuele

WHEREAS, all of the above named have paid the proper fee and provided the required documentation; and

WHEREAS, the Police Department has completed the required background investigations and has approved the licenses; and

NOW, THEREFORE, BE IT RESOLVED, that the above-named applicants be granted Massage Therapist licenses with the City of Faribault for the term of February 15, 2023 to January 31, 2024.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Approve Application and Permit for a 1-4 Day Temporary On-Sale Liquor License

Background:

Staff received an Application and Permit for a 1-4 Day Temporary Liquor License from Bethlehem Academy for an event on April 15, 2023. The event will be held at 105 3rd Ave SW in the Gymnasium and the back lawn. The Faribault Police Department conducted a background check, and the Police Chief has signed off on the application. If approved, Staff will send the signed application to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division for review and final approval.

Recommendation:

Approve 1-4 Day Application and Permit for Bethlehem Academy

Attachments:

1. Bethlehem Academy - 1-4 Day Permit Application



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

Name of organization <u>Bethlehem Academy</u>		Date organized <u>1825</u>			
Address <u>105 3rd Ave SW</u>		City <u>Fanbault</u>	State <u>MN</u>	Zip Code <u>55021</u>	
Name of person making application <u>Lisa Moon</u>		Business phone <u>507-334-3948</u>			
Date(s) of event <u>4/15/23</u>		Type of organization ☐ Club ☐ Charitable ☒ Religious ☐ Other non-profit			
Organization officer's name <u>Melinda Deeder</u>					
Organization officer's name <u>Lisa Moon</u>					
Organization officer's name <u>Edward Friesen</u>					
Organization officer's name <u>Cory Caron</u>					
Location where permit will be used. If an outdoor area, describe. <u>Gymnasium, outdoors on back lawn</u>					

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

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

APPROVAL	
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT	
<u>Fanbault</u>	<u>2/14/2023</u>
City or County approving the license	Date Approved
<u>\$ 3500</u>	<u>4/15/2023</u>
Fee Amount	Permit Date
<u>1/25/2023</u>	<u>nslechte@ci.fanbault.mn.us</u>
Date Fee Paid	City or County E-mail Address
	<u>507.333.0253</u>
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 14, 2023
SUBJECT: Approve Job Descriptions

Background:

Due to various department reorganizations and job reclassifications, there is a need to approve the following job descriptions.

The Communications Coordinator position will now be reclassified as Communications Manager and will report to Administration. The position will manage all City communications, which includes but is not limited to the City Council, Boards and Commissions, Administration and Staff. It will be independently reviewed, scored and placed on the Non-Union Compensation Plan 2022-2024 wage scale.

The Recreation Coordinator of the Aquatics Center and various other programs will now be reclassified as Recreation Superintendent. The position will manage the other Recreation Coordinator positions, aquatics staff, and maintenance workers. It will also take on more enrichment and athletic programs which are not already being managed by this position. It will be independently reviewed, scored and placed on the Non-Union Compensation Plan 2022-2024 wage scale.

The Administrative Coordinator position is a new position in the Parks and Recreation Department. The position will manage the new Administrative Assistant I position, Receptionist positions and front desk staff, of the Community Center. It will also take on additional responsibilities which includes but is not limited to department newsletters and enrichment programs. It will be independently reviewed, scored and placed on the Non-Union Compensation Plan 2022-2024 wage scale.

One of the Receptionist positions, which is a part-time position, will now be upgraded to an Administrative Assistant I, a full-time position. This position will also pick up some of the enrichment program responsibilities and assist the Administrative Coordinator as needed.

Recommendation:

Approve job descriptions.

Attachments:

1. Communications Manager
2. Recreation Superintendent
3. Administrative Coordinator (Parks and Recreation)
4. Administrative Assistant I

City of Faribault Position Description

Position Title: Communications Manager
Department: Administration
Reports to: City Administrator
Date: February 2023

PRIMARY OBJECTIVE OF POSITION

Responsible for all aspects of the City's internal and external communication activities in conformity with the City, community, and departmental goals and objectives. Maximizes the impact of outgoing City communications regarding a wide range of programs, services, issues, and policies by leveraging existing technology, tools, and media outlets in order to achieve a better-informed public and internal organization. Applies professional principles and judgment to assist with the planning, leadership, operations, and administration of the branding, marketing, and communications of the City, while providing accurate, effective, informative, and timely public information to internal staff, the news media, residents, and businesses that furthers the City's commitment and vision for informative and responsive government. Works to plan, develop, and disseminate information designed to provide awareness of City programs, services, accomplishments, and other pertinent information. The position works closely with the City Administrator, Department Heads, Mayor and City Council, and other City team members to ensure communication products meet standards for appropriateness, quality, and consistency.

Supervision Received

Works under the direct supervision of the City Administrator.

Essential Duties & Responsibilities

- Lead the formulation, implementation and success measurement of various City-wide communications and engagement plans, and assist with department-level plans, and associated City policies and guidelines to ensure communication products meet standards for timing, appropriateness, diversity/inclusion, quality and consistency.
- Develop and utilize communication mediums effectively to create awareness and increase community participation through in-person and digital means.
- Collaborate with the City's leadership team to recommend and implement communication and engagement strategies as they relate to future projects and/or programs and provide assistance with the delivery of information, community outreach, engagement, and communication strategies.
- Work closely with various City departments to ensure communication strategies are aligned with departmental needs.
- Coordinate research and data collection with City team members on various City projects, determining what information needs to be disseminated to the public and the appropriate timelines.
- Anticipate future trends to allow for continual engagement and civic involvement.

- Assist with the planning, formatting, and preparation of various City newsletters, bulletins, releases, etc. and serve as a comprehensive resource for writing, editing, disseminating, and all functions of associated design and layout.
- Assist with all aspects of media and public relations by preparing documentation to assist City leaders and department representatives to appropriately convey the City's message in a variety of situations to various audiences.
- Actively cultivate and manage media relationships resulting in positive and accurate coverage of City programs, special events, public announcements, and other projects.
- Coordinate with the City's Emergency Management Director to ensure the media and public are well informed during critical incidents and disasters, assisting in the development and distribution of communications and information.
- Contribute to the development and implementation of comprehensive community engagement strategies that increase community participation and collaboration in various decision-making processes.
- Develop and implement processes and programs to determine the needs and desires of the community and City employees
- Gather information from citizens and others on a periodic basis using surveys, focus groups, social media, and other progressive community engagement strategies to facilitate a better understanding of the community's needs, wants, and interests.
- Work with community partners such as the Chamber of Commerce and Main Street to promote Faribault as a place to live, do business, shop and recreate.
- Manage and oversee City social media channels/platforms, and implement new social media channels to remain relevant and maintain a positive image.
- Oversee the City website—responsible for content management, accessibility, design, and development.
- Provide training on websites and web applications to City users to promote departmental management of their pages.
- Work independently, making decisions in accordance with City Council and Administration priorities and objectives, managing a wide variety of assignments simultaneously.
- Research and assist with the preparation of grant applications and supporting materials.
- Design graphic advertisements and purchase space in the local newspaper and other publications for various city programs. Create logos to establish brands that help market events and programs.
- Design and implement event and activity advertising campaigns for the City and nonprofit agencies as approved, serving as the City contact for scheduling electronic public service announcements for area nonprofits.
- Create customized promotional materials to advertise City programs and services at public events, expos, and at local companies.

POSITION REQUIREMENTS

Education and Experience:

- Bachelor's degree in Communications, Public Relations, Journalism, Marketing or equivalent field.
- Minimum of five (5) years of experience in communications, community or public relations, or related field—experience in a municipal setting preferred.
- An equivalent combination of education and experience as determined by the City.

Licenses or Certifications: Must possess a valid Minnesota driver's license.

Necessary Knowledge, Skills and Abilities:

Considerable knowledge of:

- Principles and practices of effective communications, media, and public relations.
- Use of technology for communication purposes.
- Regulations, procedures, and services of municipal government.

Demonstrated skill in:

- Communicating comfortably and effectively both in-person and through written communications mediums.
- Composing news stories, articles, press releases, and reports concerning City activities and operations.
- Relating interpersonally with people from varied backgrounds.
- Providing excellent services and programs to meet the needs of the community and those within the City organization.
- Proper use of the English language including spelling, grammar, punctuation, and vocabulary.
- Proficient use of Microsoft Office Suite (Outlook, Word, Excel, Access, PowerPoint), social media platforms (Facebook, Instagram, YouTube, Twitter, LinkedIn, etc.), other applicable software, and office equipment.

Other experience and abilities to include:

- Adapting communication content, style, and forum for a variety of audiences.
- Analyzing complex, politically sensitive situations and develop creative solutions.
- Recognizing and capitalizing on opportunities for innovative approaches to public and media relations.
- Working independently and as both a leader and member of a team.
- Organizing and managing multiple priorities and tasks within specified timeframes with minimum supervision.
- Establishing and maintaining effective working relationships with members of the local media, elected and appointed government officials, and representatives of community-based agencies/organizations.

TOOLS AND EQUIPMENT USED

Computer, word processing, spreadsheet, and database software; calculator; telephone; copy machine; fax machine; printers; scanners; digital cameras and recorders. Software including Microsoft Office (Outlook, Word, Excel, Access, PowerPoint), Quark Express, Photoshop, Illustrator, and Adobe Acrobat.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift, push/pull, or move items of up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

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

The noise level in the environment is usually relatively low or quiet.

PRE-EMPLOYMENT PROCESS

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

OTHER

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

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

DRAFT

CITY OF FARIBAULT POSITION DESCRIPTION

Position Title: Recreation Superintendent
Department: Parks and Recreation
Reports To: Parks and Recreation Director
FLSA Status: Non-Union, Exempt
Date: February 2023

PRIMARY OBJECTIVE OF POSITION

Position is responsible for leading, organizing, planning and reviewing the work of staff performing providing all programs and activities of the Recreation Department. It is a hands-on position with a high degree of staff engagement. The Recreation Superintendent is supported by a team of recreation professionals who deliver the community's adult and youth athletic programs as well as operate its various facilities. Responsible for the general administration and development of aquatic programs for indoor and outdoor facilities for all residents of the Faribault area. Assists Director with facility maintenance issues.

SUPERVISION RECEIVED

Works under the general supervision of the Parks and Recreation Director.

SUPERVISION EXERCISED

Exercises supervision over recreation staff, aquatic staff and maintenance workers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions of the position include, but is not limited to the following:

- Plans, manages, and oversees the daily functions, operations, and activities of the Recreation Division.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for the department; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Develops and standardizes procedures and methods to improve the efficiency and effectiveness of assigned programs; continuously monitors and evaluates service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the Director.
- Manages and coordinates the work plan for the assigned department; meets with staff to identify and resolve problems; assigns work activities, projects, and programs; monitors workflow; reviews and evaluates work products, methods, and procedures.
- Provides highly complex staff assistance to the Parks and Recreation Director; develops and reviews staff reports related to recreational activities and services; assists with reports presented to the City Council, Parks and

Recreation Advisory Board, and other commissions, committees, and boards; performs public relations and outreach.

- Recommends and implements goals, objectives, and practices for providing effective and efficient services.
- Manages and participates in the development and administration of the department budget; oversees the budget for the recreation department.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Using excellent customer service skills establishes and maintains effective working relationships with other employees, officials, and all members of the general public. Responds to public inquiries about recreation programs made by telephone, correspondence, or during public meetings.
- Plans, organizes and supervises aquatic staff including lifeguards, water exercise instructors, seasonal employees, maintenance staff and volunteers. Reviews existing aquatic programs and revises or changes programs as needed. Plans, develops and implements aquatic programs and coordinates staff in the implementation of the programs.
- Directs the patrolling of the swimming pool and the enforcement of safety rules and regulations.
- Selects, trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and direction in the development of short- and long-range plans. Gathers, interprets, and prepares data for studies, reports and recommendations.
- Assures that assigned areas of responsibility are performed within budget, and performs cost control activities.
- Monitors revenues and expenditures in assigned area to assure sound fiscal control and assists with preparation annual budget and capital improvement requests. Researches, recommends and implements fee structure for aquatic facilities.
- Promotes interest and provides information regarding recreation programs to other recreation officials, community service groups, other departments, and the general public. Prepares for publication a variety of brochures, calendars, letters, posters, news releases, flyers, and related communications promoting recreation programs and facilities.
- Schedules facility rentals for Outdoor Aquatic Facility as well as Community Center swimming pool and/or rooms. Approves the scheduling of all aquatic activities.
- Responsible for troubleshooting mechanical and chemical systems and scheduling maintenance and repairs of the systems. Monitors and maintains pool filtration system. Performs minor repairs to mechanical and chemical systems. Monitors swimming pool chemistry through testing of water samples. Oversees the maintenance of the swimming pool.
- Performs a variety of miscellaneous duties such as answering telephone, typing correspondence, running errands, picking up supplies needed for activities, conducting classes, collecting fees, planning for use of swimming pools, helping set up for classes, events, etc.

- Ability to develop, coordinate, and direct varied activities involved in a community recreation program.
- Perform related work as assigned or apparent.

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

QUALIFICATIONS

Minimum Qualifications:

Education: Bachelor's degree in recreation or closely related field required; master's degree preferred.

Experience: Minimum of five (5) years of increasingly responsible experience in recreation, operation experience with at least two years leading the aquatic operation function. Knowledge of the equipment, facilities, operations and techniques used in a comprehensive recreation program.

Desired Qualifications:

Experience and Knowledge:

- The ideal candidate for the Recreation Superintendent position is a service and solution-oriented leader with considerable experience in aquatics, athletics, youth & senior programs, and skilled in managerial aspects of finance, long-term planning, communication, team building and organizational change.
- Experience at successfully implementing policies and procedures to maximize cost recovery for recreation services is essential. This and a demonstrated ability to create programs that are responsive to a growing and diverse community is extremely important.
- As a key member of the Department's leadership team, the Recreation Superintendent should possess refined leadership qualities of honesty & integrity, a willingness to listen, decisiveness, persistence and organization skills.
- As a role model, the position also should possess the ability to demonstrate empathy, respect for others, gratitude, responsiveness, and fairness.

Licenses or Certifications:

- Certified Pool Operator or ability to obtain within six (6) months of employment.
- Current Water Safety / Lifeguard Instructor/Trainer certifications or ability to obtain within six (6) months of employment.
- Current CPR/First Aid/AED certifications or ability to obtain within 60 days of employment.

Technical Skills:

- Proficiency in Microsoft Office (Word, Excel and PowerPoint) required.
- Knowledge of pool filtration and chemical injection systems.
- Knowledge of Occupational Safety and Health Act (OSHA).

TOOLS AND EQUIPMENT USED

Water treatment systems, DE and high rate sand filter systems, flow meters and gauges, UV system, safety and rescue equipment, small hand tools for minor pool maintenance and plumbing repairs, computer including Microsoft Office software, cash register, calculator, copy machine and fax machine, telephone, handicapped lift, water test kit, vacuum system, and automobile.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to swim, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl. The employee must be physically able to perform all rescue skills, including backboard rescue and deep-water lift.

The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is frequently exposed to wet and/or humid conditions, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, and moderately loud when in the recreation areas.

PRE-EMPLOYMENT PROCESS

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

OTHER

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

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

CITY OF FARIBAULT POSITION DESCRIPTION

Position Title: Administrative Coordinator
Department: Parks and Recreation Department
Reports To: Parks and Recreation Director
FLSA Status: Non-Union, Non-Exempt
Date: January 2023

PRIMARY OBJECTIVES OF THE POSITION

Perform responsible technical and administrative work serving as the primary service counter contact. Assist the public in answering specific and general inquiries regarding registrations and rentals, procedures and policies. Provide clerical and counter support to Parks and Recreation Department. Responsibility for the performance of moderately complex clerical duties which require judgment based on knowledge gained through experience. Serve the public and other City employees and officials by responding to various inquiries. Coordinating and negotiating agreements for enrichment programs. Supervises front desk staff on receptionist positions.

SUPERVISION RECEIVED

Works under the general supervision of the Parks and Recreation Director.

SUPERVISION EXERCISED

Exercise supervision over Front Desk Receptionist.

ESSENTIAL FUNCTIONS OF THE POSITION

The essential functions of the position include, but is not limited to the following:

- Provide public service activities including, but not limited to, greeting counter walk-ins, answering telephones, responding to requests for information, provide appropriate assistance by directing to the appropriate individual or department.
- Receive, log and review insurance applications and supporting documents to verify completeness and accuracy of information; assess scope of project and relevant permit requirements; educate customers regarding programs and rentals.
- Process, issue and receipt faxed, mailed and over-the-counter registrations.
- Review, approve and issue facility use agreements.
- Prepare general correspondence, reports, lists and records.
- Perform a variety of detailed clerical tasks such as compiling, calculating and preparing special reports, maintains records.
- Responsible for maintenance of registration software database, including staff, programs and fees. Preparing daily deposits.
- Develop, create and implement department application forms and handouts.

- Organize, file and maintain department files. Scan and store department records into data retention computer system.
- Send form letters for work as determined by Director.
- Answer general inquiries in a pleasant and friendly manner from contractors, vendors, and public both over the phone, by email and for general walk-in traffic.
- Prepare monthly, quarterly and annual reports.
- Prepares agendas and supporting materials for department and city; take and transcribe minutes; prepares and distributes minutes and reports; prepares agenda reports.
- Prepares Departmental Publications.
- Assists with the preparation, coordination and administration of a wide variety of confidential information, department projects and independent contracts including but not limited to: seasonal bid contracts, seasonal staff positions Parks and Recreation contract letters, documents and confidential customer insurance data.
- Perform special projects as assigned by the Director.
- Perform other duties and assumes other responsibilities as are apparent or delegated.

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

QUALIFICATIONS

Minimum Qualifications:

Education: High school diploma or GED Certificate plus license/certification/training at vocational school, related on-the-job experience or an associate's degree in a related field.

Experience: Two (2) years of government clerical experience with extensive public contact.

Desired Qualifications:

Experience: Two to four (2-4) years of experience as an office manager, executive assistant in a Parks and Recreation administration organization.

KNOWLEDGE, SKILLS AND ABILITIES

- Considerable knowledge of English (language, spelling, punctuation) grammar, arithmetic and vocabulary.
- Ability to perform the full range of office and administrative support duties and tasks.
- Understand and explain City policies, procedures and fees to the general public, permit applicants and city staff.
- Ability to learn, interpret, explain and apply local, state and federal regulations and standards related to swimming pool operations.

- Proficient in the operation of office equipment including computer software such as word processing, database and spreadsheet applications. Prefer experience with database programs.
- Ability to work independently and use good judgment without requiring immediate supervision.
- Ability to deal with the contractors and the public in a tactful and courteous manner.
- Knowledge of modern office equipment, and clerical practices and procedures.
- Ability to handle multiple priorities in a fast-paced work environment.
- Ability to work with many distractions such as interruptions from phones and walk-ins.
- Ability to type or enter data at a speed necessary for successful job performance.
- Ability to supervise and provide correction to receptionists.
- Ability to update brochures and information for the website.

TOOLS AND EQUIPMENT USED

Multi-line phone systems, including computer aided systems; personal computer including word processing, spreadsheet, outlook, agenda management and recreation software (CivicPlus programs including Civic Rec and Civic Clerk), document management (Laserfiche), accounting systems (Springbrook), website/social media platforms, specialized software for insurance reimbursements, Sling (staff scheduling software), Adobe products and credit card company software.

COMPLEXITY

Work requires many different processes and methods applied to an established professional or technical field.

RESPONSIBILITY

Supervision Needed: This position (a) carries out work with minimal supervision or (b) follows the supervisor's directions on methods and desired results but modifies methods to resolve unforeseen situations and problems.

Impact: Work affects the overall efficiency and image of the City.

TOOLS AND EQUIPMENT USED:

Tools and equipment used in a public works environment including, but not limited to: computers, Microsoft Office, Laserfiche, Civic Plus software systems, faxes, copiers and phones.

PHYSICAL REQUIREMENTS

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

Nonstrenuous - occasionally climbs a few steps, balance, bend/stoop, kneel, crouch, squat, crawl, reach above shoulder level, sit, stand, walk, finger/enter data/keystroke, feel, talk, or hear, and/or exerts up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.

Surroundings: Low Risk - Exposure to inside environmental conditions where it is adequately lighted, ventilated and heated, and normal precautions must be observed.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

The City of Faribault is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF FARIBAUT POSITION DESCRIPTION

Position Title: Administrative Assistant I
Department: Parks and Recreation Department
Union: Local 70
Reports To: Parks and Recreation Director
FLSA Status: Union Local 70, Non-Exempt
Date: January 2023

PRIMARY OBJECTIVE OF POSITION

Performs a variety of routine clerical and administrative work in answering central phone system, greeting the public, providing customer service, data processing, and packet preparation.

SUPERVISION RECEIVED

Works under the direction of Parks and Recreation Director.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions of the position include, but is not limited to the following:

- Receives the public and answers questions regarding departmental services; responds to inquiries from citizens, employees and others, and refers, when necessary to appropriate persons.
- Answers central phone system, distributes calls as assigned, and schedules appointments.
- Performs computer/data processing activities; types correspondence, memos or reports. Proofreads materials or reports for correct spelling and grammatical usage.
- Serves as a cashier including receipting of payments and posting monies to appropriate accounts. Handles payments and/or refunds.
- Sorts, stamps and distributes department mail to proper recipients/divisions within the department.
- Collects, organizes and maintains information.
- Provides counter coverage and back-up support for the Administrative Coordinator when needed.
- Performs a variety of routine clerical tasks including, photocopying, printing, collating and stapling materials as required.
- Operates listed office machines as required.
- Assist receptionists with front desk issues.
- Other duties as assigned or apparent.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties

does not exclude them from the position if the work is similar, related or a logical assignment to the position.

QUALIFICATIONS

Minimum Qualifications:

Education and Experience:

- Graduation from High School or GED equivalent with specialized coursework in general office practices such as typing, word processing, filing and bookkeeping, customer service and;
- Two (2) years of related experience;
- Any equivalent combination of education and progressively responsible experience.

KNOWLEDGE, SKILLS AND ABILITIES

- Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures;
- Skill in operation of listed tools and equipment;
- Ability to accurately record and maintain records; ability to establish and maintain effective working relationships with employees, supervisors and other departments, officials and the public;
- Ability to effectively and efficiently communicate in English, both verbally and in writing.

SPECIAL REQUIREMENTS

None

TOOLS AND EQUIPMENT USED

Phone switchboard, personal computer, including word processing, spreadsheet and data base software; copy machine; fax machine; postage machine. Software requirements include Civic Rec, Laserfiche, Springbrook.

PHYSICAL REQUIREMENTS

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

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

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

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

OTHER

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

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

The City of Faribault is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 14, 2023
SUBJECT: Approve Hangar Rental Agreement Renewals

Background:

The City has received renewals for Hangar Rental Agreements for 2023. Lease terms are for one year and expire on December 31, 2023. The following renters have submitted a renewal of their Hangar Rental Agreement:

Hangar No.	BuildingName	City	State
620	2	Charlen Mullen	Northfield
622	2	David Zlock	Lakeville
626	2	Roger Southwick	Dundas
628	2	Karen Workman	Northfield
642	2	Dan Pichelman	Burnsville
725	2	Mark Juelfs	Faribault
727	2	Mark Carson	Northfield
729	2	Dana Watson	Elko
131	3	David Vierra	Chaska
134	3	Rod Engel	New Prague
340	4	Bob Wander	Faribault
344	4	Michael Mowbray	Eden Prairie
348	4	Ron McLaughlin	Minneapolis
441	4	Brenden Selk	Farmington
824	5	Don Johnston	Prior Lake
828	5	Lindquist Holdings	Lakeville
832	5	Randy Christel	Northfield
836	5	Curt Jones	Burnsville
840	5	Joseph Reeder	Northfield
925	5	Anthony Becker	Northfield
937	5	Paul Stanton	Bloomington

Recommendation:

Approve the above-referenced 2023 Hangar Rental Agreement Renewals

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 14, 2023
SUBJECT: Approve Private Hangar Land Lease

Background:

The City has received a Private Hangar Land Lease Agreement from Mike Duea on Lot #211 at the Faribault Municipal Airport. A lease for this lot was previously held by his brother Duane, who recently passed away. A new land lease is required for rental of Lot #211. The land lease agreement has a term of 20 years with an expiration in 2043.

Recommendation:

Staff Recommends that the Council Approve the Above Referenced Private Hangar Land Lease Agreement.

Attachments:

1. Private Hangar Land Lease Agreement - Lot 211 Duea

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 14th day of February, 2023 by and between the CITY OF FARIBAULT (the "City") and Mike Duea (the "tenant"), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the City Engineer's office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot 211 (hereinafter referred to as "lot" or "premises").
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
3. **Term of this agreement:**
 - a. **Initial Term**

The term of this lease shall be twenty (20) years ("Term"), commencing on February 14, 2023, ("Commencement Date") and expiring, unless earlier terminated, on February 14, 2043.
 - b. **Holding Over**

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

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

An annual sum of \$.1804 per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

tenant's responsibility, however, the City may mow or perform weed control on or adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

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

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

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

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

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

9. **Default**

a. **Events of Default**

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

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

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

b. City Remedies

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

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

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

c. Cumulative Default

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

d. Default of Other Agreements

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

10. Termination provisions:

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

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

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

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

11. Liability provisions; Indemnification; Insurance:

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

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

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

- 12. Transferring, subletting, selling:** The tenant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the City. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the City to the tenant.

13. **Discrimination provision:** The tenant, in the use of the Faribault Municipal Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation, and the tenant further agrees to comply with any requirement made to enforce such regulation which may be demanded of the City by the United States Government under authority of said Part 21.
14. **Civil Rights:** Tenant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates tenant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.
16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.

17. **General Provisions**

a. **Airport Access**

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

This lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this lease shall be heard in the state or federal courts of Minnesota, and all parties to this lease waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

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

If to the tenant: Mike Duea
 13173 Glenhurst Ave.
 Savage, MN 55378

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

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

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

TENANT:

Dated: 1/26/23

By: Mike Duea
Mike Duea, Tenant



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 14, 2023
SUBJECT: Accept Quote for Replacement UV Bulbs at Water Reclamation Facility

Background:

The 2023 budget has funds allocated for the purchase of replacement bulbs for the ultraviolet (UV) disinfection system at the Water Reclamation Facility (WRF). The bulbs are used to treat wastewater by disinfection between April 1st and November 1st annually, per the discharge permit from the Minnesota Pollution Control Agency (MPCA).

The bulbs have exceeded their useful life and need replacement. Staff obtained a quote for bulbs and related equipment from Great Northern Environmental, Oakdale, MN for \$27,549.04. The quote is for factory authorized replacement bulbs. Previously, staff had purchased aftermarket bulbs and found them to be inferior in performance. The Sanitary Sewer Fund (602) will provide the funding.

Recommendation:

Accept Quote for UV Bulbs from Great Northern Environmental

Attachments:

1. UV Bulb Quote



Great Northern Environmental

1300 Helmo Avenue N
Oakdale, MN 55128

QUOTE

Date	Estimate #
1/10/2023	23010007

Name / Address
City of Faribault 208 1ST AVE NW Faribault, MN 55021

Ship To
Faribault WWTP 214 14th Street NE Faribault, MN 55021

Item	Description	Qty	Rate	Total
Trojan - 794447-ORD	Lamp, GA64T6HE Angle Base. Approved discount pricing. Good for 30 days.	68	323.18	21,976.24T
Trojan - 327122-010	Wiper seal kit, UV3+07 CAN 010 BULK	2	369.00	738.00T
Trojan - 327122-050	Wiper seal kit, UV3+07 CAN 050 BULK	1	1,842.50	1,842.50T
Trojan - 327027P	Fitting, Inter-Wiper Straight UV3+ (10 pack)	1	9.00	9.00T
Trojan - 316136-004	Sleeve, Quartz UV3+ 28x25x1950 (4 pack)	3	601.50	1,804.50T
Trojan - 327125-180PLG...	CANISTER ASSY, UV3+ LUG PLG TOP	1	92.50	92.50T
Trojan - 327125-180STD...	CANISTER ASSY, UV3+ LUG STD MID	2	92.50	185.00T
Trojan - 327125-180PLG...	CANISTER ASSY, UV3+ LUG PLG BOT	1	92.50	92.50T
Trojan - 327125-180SNR...	CANISTER ASSY, UV3+ LUG SNR MID	1	86.00	86.00T
Trojan - 327125-020STD...	CANISTER ASSY, UV3+ LUGANGMID	2	92.50	185.00T
Trojan - 327125-020STD...	CANISTER ASSY, UV3+ LUGANGCYL	2	92.50	185.00T
Trojan - 327125-180SNR...	CANISTER ASSY, UV3+ LUG SNR CYL	1	86.00	86.00T
GPM - G36585	Roots ISO 320 Synthetic oil. Gallon.	2	133.40	266.80T
Freight not included.		Subtotal \$27,549.04		
		Sales Tax (0.0%) \$0.00		
		Total \$27,549.04		



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 14, 2023
SUBJECT: Accept Quote for Electrical Circuit Breaker Maintenance at Water Reclamation Facility

Background:

The Water Reclamation Facility (WRF) has a standby generator to provide electrical power in the case of a power outage. The generator has electric circuit breakers that transfer the power from the generator to the facility. Periodically, these circuit breakers need maintenance to test the function and ensure reliable operation. Staff has obtained two quotes for the project and a summary of the quotes is as follows:

Ziegler Power Systems, Shakopee, MN	\$15,695.00
Resa High Voltage Service, Blaine, MN	\$17,280.00

Staff has previous experience with Ziegler with satisfactory results. The Sanitary Sewer Fund (602) will provide the funding.

Recommendation:

Accept Quote for Electrical Circuit Breaker Maintenance at Water Reclamation Facility from Ziegler Power Systems, Shakopee, MN

Attachments:

1. Electrical Circuit Maintenance Quotes

Issue Date: 1/18/2023
Exp. Date: 2/17/2023



Proposal No. MN23- 030

To: Henry Morgan
FARIBAULT TREATMENT PLANT
208 1ST AVE NW
FARIBAULT MN 55021-5105

Ziegler Power Systems
8050 County Rd 101 East
Shakopee, MN 55379
952-445-4292 888-320-4292

Re: Electrical Services
Location: WWTP

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

Ziegler Inc. will provide electrical testing for the your equipment per the scope of work described on subsequent pages. A detailed report will be included upon completion of work. **For further information on this service, please contact AESMN@Zieglercat.com.**
PLEASE BE AWARE ALL QUOTES ARE ONLY VALID FOR 30 DAYS.

Cost: \$15,695.00

Equipment:

Primary injection testing of 19 circuit breakers over two days.

* Upon completion of this work, you will be invoiced for the agreed upon amount plus any applicable taxes, service supplies and environmental charges.

ACCEPTED BY:

Respectfully submitted,

Please Sign Name: _____

ZIEGLER POWER SYSTEMS

Please Print Name: _____

By: ***Shaun Kelly***

Date: _____

Shaun Kelly AES Sales Representative

Date: 1/18/2023

Proposal No. MN22- 030

Description of Service

Level 11 Automatic Transfer Switch Inspection, Maintenance and Testing
Level 51: Low-Voltage Switchgear Inspection, Maintenance, and Testing
Level 52: Low-Voltage Circuit Breaker Maintenance and Secondary Testing
Level 53: Low-Voltage Circuit Breaker Maintenance and Primary Testing
Level 55: Switchgear Mode/Operation Testing
Level 56: Switchgear Thermal Imaging
Level 61: Medium-Voltage Switchgear Inspection, Maintenance, and Testing
Level 62: Medium-Voltage Circuit Breaker Maintenance, and Testing
Level 64: Switchgear Electromechanical/Solid-State Protective Relay Maintenance and Testing
Level 65: Switchgear Microprocessor Relay Maintenance and Testing
Level 70: Oil-Filled Transformer Oil Sampling
Level 71: Liquid/Dry-Type Transformer Inspection, Maintenance, and Testing
Bolted Pressure Switch Maintenance and Testing
Medium-Voltage Motor Starter Maintenance, and Testing
Medium-Voltage Air Switch Maintenance and Testing
Level 20: Station & UPS Batteries – Inspection & Impedance Testing
Level 21: Station & UPS Batteries – Battery Performance Testing
Level 22: Station & UPS Batteries – Battery Commissioning

Customer Responsibilities

- Provide access to facility and equipment as required to perform this scope of work.
- Provide facility contact name and phone number for all scheduling and related activities.
- Provide a clean, safe, and well lighted work environment for Ziegler and their sub-contractors, if any.
- Provide auxiliary power during the project (if necessary), unless noted above.
- Provide 480v 200A connection point for test set (low-voltage primary injection circuit breaker testing only)
- In order to perform many of the proposed electrical services below a planned outage may be required. Parts of your electrical system will need to be de-energized to protect your equipment and for the safety of Ziegler's Advanced Electrical Services technicians.

Project Cost

- This pricing is based on all work being performed during normal business hours with minimal standby time unless noted above.

Proposal Notes

- Payment Terms: Net 30
- This pricing is based on all work being performed normal business hours (M-F: 7:30am - 4:00pm) unless otherwise noted above.
- A signed agreement and Purchase Order is required to confirm initiation of the project.
- All work will be scheduled/completed on consecutive days. Added trips are subject to additional labor and travel expenses.
- This proposal is based on providing the items and labor as required to complete the scope of this work. It does not include any additional parts or labor to repair any unknown or hidden damage to existing equipment or material. Ziegler Power Systems will request authorization to proceed prior to making and remedial repairs.
- If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales and any other applicable taxes will be added.
- Order will be invoiced 100% upon completion.
- This proposal is valid for 90 days from date shown.

Mr. Henry Morgan
Faribault Municipal Water Dept.
208 NW 1st. Avenue
Fairbault, MN 55021

Quotation No. 21795
1/9/2023

Dear Mr. Morgan:

With regard to your interest in quotation for Switchgear Maintenance and Testing at Fairbault Municipal Water, we propose the following:

Low Voltage Drawout Circuit Breaker

- 1) Check equipment ground to assure continuity.
- 2) Field megger test each breaker (1000 V).
- 3) Visually inspect breaker and operate manually.
- 4) Adjust and clean primary contacts as per the manufacturer's instruction manual.
- 5) Check for proper lubrication.
- 6) Check all arc chutes as needed.
- 7) Check all connections for tightness.
- 8) Blow dust and dirt from breaker and arc chutes.
- 9) The trip devices shall be high-current tested as follows.
 - a) Long time delay element: (if applicable) Apply a current of 3 times the LTD pick-up value to each pole, recording current and times required for breaker to trip.
 - b) Short time delay element: (if applicable) Apply a current of 1.5 times the STD pick-up value to each pole, recording current and times required for breaker to trip.
 - c) Instantaneous element: (if applicable) Test by applying a rapidly increasing current, recording value which caused breaker to consistently trip instantaneously.
 - d) Ground Fault element: (if applicable) Apply a test current of sufficient magnitude to ensure proper trip time given breaker settings.
 - e) For each element, compare recorded tripping times with manufacturer's time-current curves. Test valves outside of the manufacturer's curves will be noted in the report.
- 10) Contact resistance will be measured with the use of a low resistance ohm meter.
- 11) Furnish report.

Quantity

2	L V Draw-out CB 4000 A Frame
2	L V Draw-out CB 3000 A Frame
1	L V Draw-out CB 1200 A Frame
14	L V Draw-out CB 800 A Frame

Price

The price for this service is \$17,280.00

Quoted price includes RESA Service to provide a generator to power the high current test set.

This price is quoted for straight time work and expires in 30 days.

Price does not include applicable local, state or federal tax.

RESA High Voltage Service is a NETA (International Electrical Testing Association) Certified Company. RESA High Voltage Service's testing programs are exceptionally thorough and performed by trained, NETA certified field engineers and technicians.

21795

Payment terms are Net 30 days from date of invoice. Overdue accounts will be charged interest at a rate of 1.5% per month.

RESA High Voltage Service warrants that any work performed and any material provided shall be free from defects under normal use for a period of 1 year. RESA High Voltage Service shall repair or replace, in its sole discretion, any product provided by RESA High Voltage Service that it determines was defective provided it receives written notice of such defect during the warranty period. RESA High Voltage Service shall not be responsible for any kind of indirect or consequential costs or damages.

The terms and conditions of this quotation supersede any conflicting terms of subsequent purchase order.

We appreciate this opportunity to quote and look forward to being of service to you in the near future. If you have any questions, please do not hesitate to contact me, or Joe Schommer your Account Manager.

Sincerely,

Jim Gryzmala
Project Manager



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 14, 2023
SUBJECT: Accept Quote for Sanitary Sewer Structure Rehabilitation

Background:

Annually, sanitary sewer structures are inspected to identify those needing rehabilitation to extend the lifecycle. Staff has identified eleven (11) structures that need rehabilitating to protect them from corrosion caused by hydrogen sulfide gas as identified on the attached map. Staff has obtained two quotes for the project and a summary of the quotes is as follows:

Visu-Sewer, Pewaukee, WI	\$54,150.00
Hiperline, Cokato, MN	\$67,670.20

Staff has previous experience with Visu-Sewer with satisfactory results. The Sanitary Sewer Fund (602) will provide the funding.

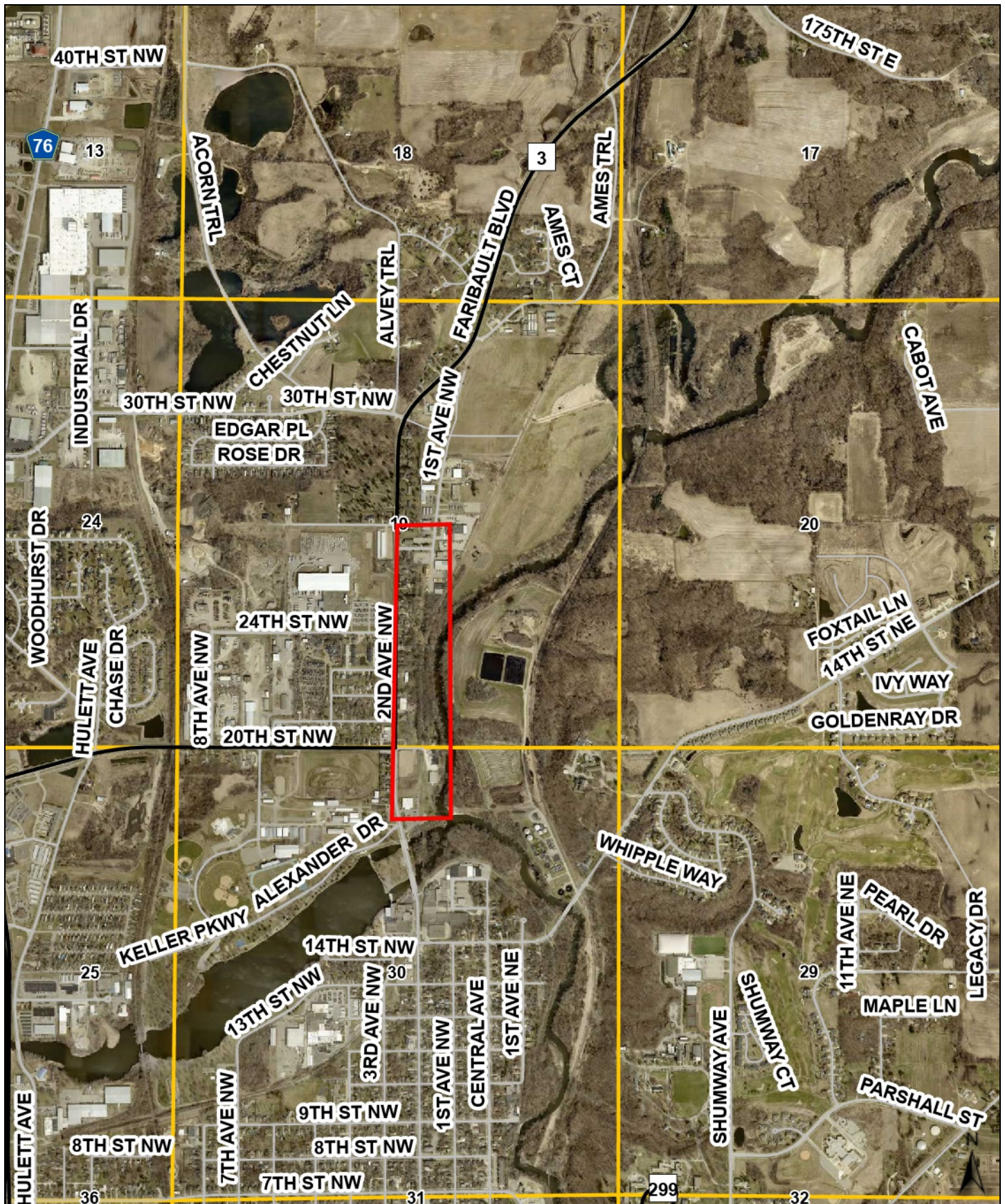
Recommendation:

Accept Quote for Sanitary Sewer Structure Rehabilitation from Visu-Sewer, Inc, Pewaukee, WI

Attachments:

1. Sanitary Sewer Rehabilitation Map
2. Quotes

Sanitary Sewer Rehabilitation





Proposal

To: Thomas Judd
City of Faribault
1200 Belview Trail
Faribault, MN 55021
507-491-0063

From: Nick Malucha
Visu-Sewer, Inc.
W230 N4855 Betker Dr
Pewaukee, WI 53072
262-225-5468

Date: 1/20/2023

Project: Strong Seal and Raven Epoxy Manhole Lining

Visu-Sewer is pleased to offer the following quotation:

Line walls and benches of eleven (11) manholes for the City of Faribault, using a ½ inch of Strong Seal MS2A, with a 125-mil topcoat of Raven 405 Epoxy. Visu-Sewer will provide all labor and equipment to complete this project. All work will be in accordance with manufacturers specifications.

Price - \$475.00 per vertical foot
(Based on a minimum of 114 vertical feet)

The City of Faribault will need to provide drivable access to all manholes, water from nearby hydrants without charge, a washdown area for our cementitious mixing equipment, a dump site for captured debris, and traffic control beyond signs and cones.

Thank you for the opportunity to quote on this project. If you should have any questions, please do not hesitate to contact me at 262-225-5468.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA - OHIO



HIPERLINE
HIGH PERFORMANCE LINING

Manhole Quote

Sold To Mike Glende

Date 1/24/2023

Faribault, Minnesota
mglende@ci.faribault.mn.us
(507) 838-5559

PO No.

				Mobilization:	\$4,400.00
Manhole	Location	Depth (ft)	Description of Repair	Cost	
1	299706, Two Rivers Park	7.90	SpectraShield, Old Precast, Grout Low leaks	4,139.60	
2	2168, Two Rivers Park	6.50	SpectraShield, Old Precast, Grout Low leaks	3,406.00	
3	2169, in grass	9.00	SpectraShield, Old Precast, Grout Low leaks	4,716.00	
4	2171, in cul-de-sac	9.40	SpectraShield, Old Precast, Grout Low leaks	4,925.60	
5	2172, on west side of trail	11.20	SpectraShield, Old Precast, Grout Low leaks	5,868.80	
6	2173, west side of trail	11.20	SpectraShield, Old Precast, Grout Low leaks	5,868.80	
7	2174, west side of trail	7.60	SpectraShield, Old Precast, Grout Low leaks	3,982.40	
8	2175, South of 1st Ave Northwest	7.70	SpectraShield, Old Precast, Grout Low leaks	4,034.80	
9	2176, Bus garage tar parking lot	12.40	SpectraShield, Old Precast, Grout Low leaks	6,497.60	
10	2177, 1st Ave NW and 27th St NW	13.00	SpectraShield, Old Precast, Grout Low leaks, Bench Rebuild	9,348.00	
11	27th st nw & hwy 3	14.40	SpectraShield, Old Precast, Grout Low leaks, Bench Rebuild, Traffic Control, R.O.W. Permit	10,482.60	
				Total	\$67,670.20

Notes:

- A site visit is agreed upon prior to mobilization if deemed necessary by HIPERLINE.
- Owner shall be responsible for providing a disposal site for all debris during the installation of the SpectraShield Liner System. This debris shall include, but not be limited to sand, chipped concrete, old linings, effluents, etc.
- Invoice(s) will be based upon field measurements and may increase or decrease the actual invoice/contract/purchase order amount accordingly.
- Our invoices are NET 30 DAYS, no retainage. A 1.5% interest charge per month for invoices over 30 days will apply.
- Sanitary sewer manholes include our industry leading 10 year warranty; storm sewer structures come with a standard 1 year warranty
- Removing manhole steps is part of the standard process unless noted otherwise
- If excessive grouting/leak-stopping is required (more than 1 workday), we will notify customer before proceeding. Additional grouting rates are \$300 per hour for the truck and crew, \$100 per gallon of grout, and \$25 per tube of grout

Customer Name

Customer Signature

Send Invoice To

Thanks for the Opportunity to Serve You!

HIPERLINE 15725 US HWY 12 SW Cokato, MN 55321 320.286.2471



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-034 Receive/File Feasibility Report and Establish Public Hearing for 2023 Street Overlay and Sidewalk Improvements - Contract 2023-02

Background:

Attached is the feasibility report detailing the proposed improvements for the 2023 Street Overlay & Sidewalk Improvements project (Contract 2023-02), 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:

1st Street SW	(4th Avenue SW to 9th Avenue SW)
2nd Avenue NW	(1st Street NW to Division Street)
2nd Avenue SW	(Division Street to Wapacuta Park)
3rd Avenue NW	(12th Street NW to 14th Street NW)
3rd Street SW	(4th Avenue SW to 6th Avenue SW)
8th Avenue NW	(7th Street NW to 9th Street NW)
8th Street NW	(6th Avenue NW to 8th Avenue NW)
Cuyllle Bay	(12th Street SW to 12th Street SW)
12th Street SW	(6th Avenue SW to Cuyllle Court)
Birn Hill Drive	(Western Avenue to 200' west of West Hill Street)
West Hill Street	(Western Avenue to Birn Hill Drive)

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering, is \$1,117,350.00 . Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 1,000,700.00	89.6%
Water Utility Fund (601)	\$ 5,800.00	0.5%

Agenda Item: 5.Q

Sanitary Sewer Utility Fund (602)	\$ 28,850.00	2.6%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 82,000.00</u>	<u>7.3%</u>
Total	\$ 1,117,350.00	100.0%

The attached resolution also establishes a Public Hearing before the City Council for this project on February 28, 2023. Prior to the hearing, a virtual informational meeting will be conducted with the abutting property owners to review the proposed improvements. It is tentatively planned to receive bids on this project in April 2023, with construction to begin in April/May 2023, and be substantially completed by the end of August 2023.

Recommendation:

Approve Resolution 2023-034 Receive/File Feasibility Report and Establish Public Hearing for 2023 Street Overlay and Sidewalk Improvements - Contract 2023-02

Attachments:

1. Resolution 2023-034 Receive-File Feasibility Report and Establish Public Hearing
2. (2023-02) Feasibility Report

CITY OF FARIBAULT

RESOLUTION #2023-034

RECEIVE/FILE FEASIBILITY REPORT AND ESTABLISH PUBLIC HEARING FOR 2023 STREET OVERLAY IMPROVEMENTS - CONTRACT 2023-02

WHEREAS, a report has been prepared by the City Engineering Department with reference to the 2023 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:

1st Street SW	(4th Avenue SW to 9th Avenue SW)
2nd Avenue NW	(1st Street NW to Division Street)
2nd Avenue SW	(Division Street to Wapacuta Park)
3rd Avenue NW	(12th Street NW to 14th Street NW)
3rd Street SW	(4th Avenue SW to 6th Avenue SW)
8th Avenue NW	(7th Street NW to 9th Street NW)
8th Street NW	(6th Avenue NW to 8th Avenue NW)
Cuyllé Bay	(12th Street SW to 12th Street SW)
12th Street SW	(6th Avenue SW to Cuyllé Court)
Birn Hill Drive	(Western Avenue to 200' west of West Hill Street)
West Hill Street	(Western Avenue to Birn Hill Drive)

NOW, THEREFORE BE IT RESOLVED, that the Council will consider the 2023 Street Overlay Improvements project (Contract 2023-02) by curb and gutter replacement, concrete sidewalk replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

1st Street SW	(4th Avenue SW to 9th Avenue SW)
2nd Avenue NW	(1st Street NW to Division Street)
2nd Avenue SW	(Division Street to Wapacuta Park)
3rd Avenue NW	(12th Street NW to 14th Street NW)
3rd Street SW	(4th Avenue SW to 6th Avenue SW)
8th Avenue NW	(7th Street NW to 9th Street NW)
8th Street NW	(6th Avenue NW to 8th Avenue NW)
Cuyllé Bay	(12th Street SW to 12th Street SW)
12th Street SW	(6th Avenue SW to Cuyllé Court)

Birn Hill Drive (Western Avenue to 200' west of West Hill Street)
West Hill Street (Western Avenue to Birn Hill Drive)

in accordance with the feasibility report.

ALSO, BE IT RESOLVED, a public hearing shall be held on such proposed improvements on the 28th day of February 2023, in the Council Chambers of the City Hall at 6:00 p.m. and the Administrator shall give mailed and published notice of such hearing of improvements as required by law.

Date Adopted: February 14, 2023

Faribault City Council

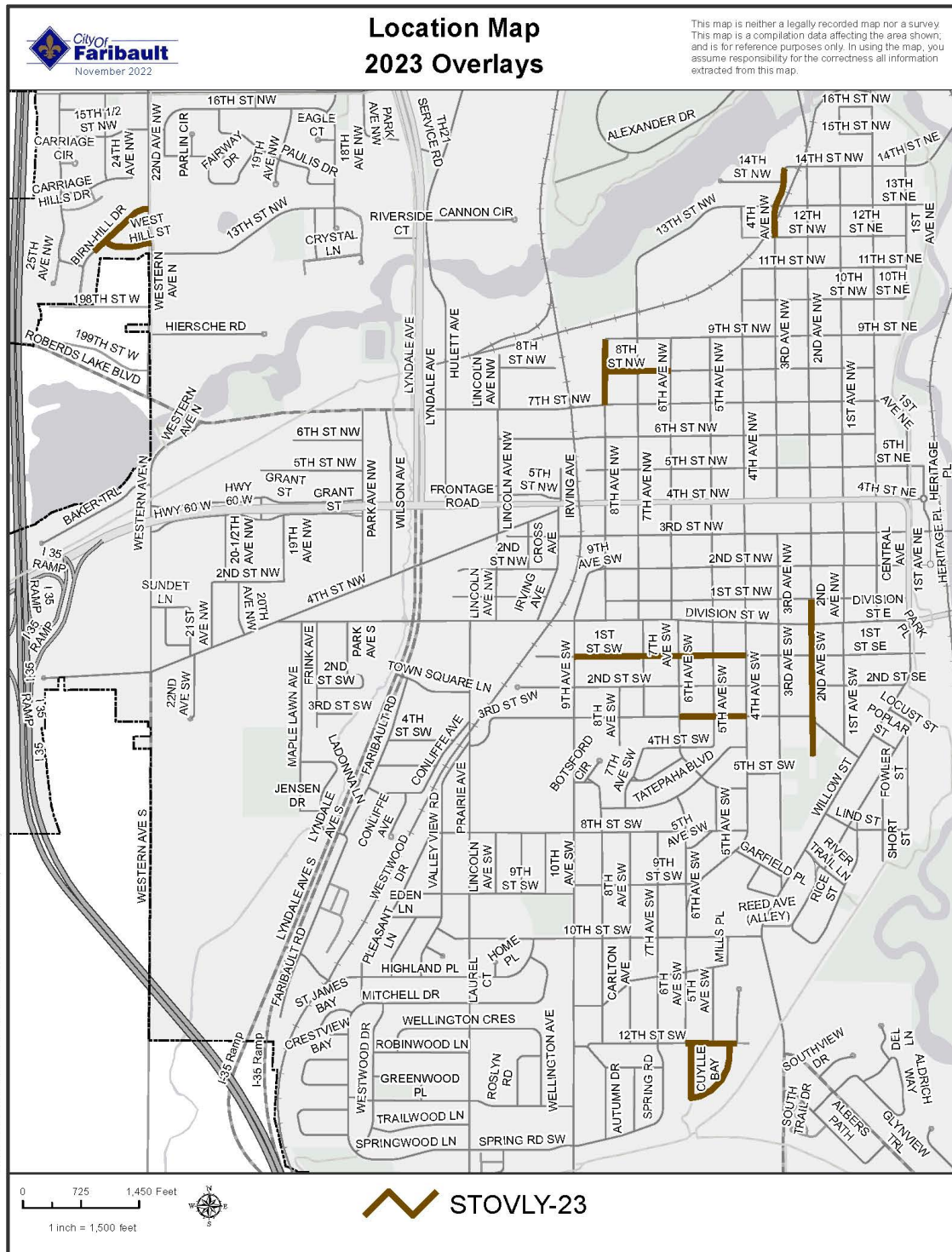
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

2023 STREET OVERLAY & SIDEWALK IMPROVEMENTS

FEASIBILITY REPORT Contract 2023-02



Project Initiation

This project was initiated by the passage of Resolution 2022-247 on November 22, 2022. These improvements are non-petitioned, and proposed to be funded by the City's new franchise fee revenues instead of special assessments. A simple majority vote of the City Council is required to proceed. In general, street overlay improvements are programmed annually and included in the Capital Improvement Plan and Budget based on the age of the streets coupled with an inspection of the existing pavements.

While every street ages uniquely depending upon multiple factors like traffic, soil conditions, construction practices, and other issues, the City has established a general life cycle for streets, based upon a total pavement life of 50-60 years. Within this life cycle, two mill and overlay improvements are programmed to preserve, strengthen, and extend the life of the pavement.

Following is the City's general street life cycle projection used as part of its pavement management program:

Street Life Cycle	
Program Basis; 50-60 year Service Life	
<u>Action</u>	<u>Year</u>
Original Construction	0
1st Seal Coat	5 to 8
2nd Seal Coat	12 to 15
1st Overlay	20 to 25
3rd Seal Coat	25 to 28
4th Seal Coat	32 to 35
2nd Overlay	40 to 45
5th Seal Coat	45 to 48
Reconstruction	50 to 60

Project Locations

1st Street SW	(4th Avenue SW to 9th Avenue SW)
2nd Avenue NW	(1st Street NW to Division Street)
2nd Avenue SW	(Division Street to Wapacuta Park)
3rd Avenue NW	(12th Street NW to 14th Street NW)
3rd Street SW	(4th Avenue SW to 6th Avenue SW)
8th Avenue NW	(7th Street NW to 9th Street NW)
8th Street NW	(6th Avenue NW to 8th Avenue NW)
Cuyllé Bay	(12th Street SW to 12th Street SW)
12th Street SW	(6th Avenue SW to Cuyllé Court)
Birn Hill Drive	(Western Avenue to 200' west of West Hill Street)
West Hill Street	(Western Avenue to Birn Hill Drive)

Project Scope

Area 1:

1st Street SW	(4th Avenue SW to 9th Avenue SW)
2nd Avenue NW	(1st Street NW to Division Street)
2nd Avenue SW	(Division Street to Wapacuta Park)
3rd Street SW	(4th Avenue SW to 6th Avenue SW)

These streets are located in the Southern Addition, George H Faribault's Addition, Dan Faribault's Addition, Dan Faribault's Second Addition and Humphrey Addition plat areas. These streets were generally reconstructed in 1995/1996. The street widths vary from 31-ft to 41-ft (back-to-back of curb), with B618 concrete curb and gutter, 6"-10" aggregate base, and 3-5" of bituminous mixture. These streets were last seal coated around 2010.



Area 1 Pavement Examples

It is proposed to do an edge mill on these streets (typical for a first overlay) and a 1 ½” overlay, following the replacement of any curb in damaged/poor condition, repair of drainage structures as needed, and replacement/adjustment of utility castings. Defective or hazardous sidewalk panels will also be replaced as part of the overlay, and pedestrian curb ramps not in compliance with current ADA standards will also be improved. There is a section of 2nd Avenue south of Tower Place near Wapacuta Park that does not have curb and gutter, it is proposed to add curb and gutter to this road to prevent erosion, protect the pavement edge and assist with snow removal operations.

Other work will include replacement of any curb and gutter in poor condition, bituminous patching as warranted for any failed pavement areas, casting adjustments, and storm sewer structure repairs. Following this overlay, the next improvements are anticipated to be a seal coat in 3-5 years, with a second seal coat in 10-12 years, followed by a second mill and overlay in approximately 15-20 years.

Area 2:

3rd Avenue NW	(12th Street NW to 14th Street NW)
8th Avenue NW	(7th Street NW to 9th Street NW)
8th Street NW	(6th Avenue NW to 8th Avenue NW)

These streets are located in the Fuller’s Second Addition, Riverview and North Faribault plat areas. These streets were generally reconstructed in 1987/1988. The streets are 37 feet wide (back-to-back of curb), with B618 concrete curb and gutter, 6” aggregate base, and 3” of bituminous mixture. These streets were last seal coated in 2004.



Area 2 Pavement Examples

It is proposed to do an edge mill on these street (typical for a first overlay) and a 1 ½” overlay, following the replacement of any curb in damaged/poor condition, repair of drainage structures as needed, and replacement/adjustment of utility castings. Defective or hazardous sidewalk

panels will also be replaced as part of the overlay, and pedestrian curb ramps not in compliance with current ADA standards will also be improved. Other work will include replacement of any curb and gutter in poor condition, bituminous patching as warranted for any failed pavement areas, casting adjustments, and storm sewer structure repairs. Following this overlay, the next improvements are anticipated to be a seal coat in 3-5 years, with a second seal coat in 10-12 years, followed by a second mill and overlay in approximately 15-20 years.

Area 3:

Cuylle Bay (12th Street SW to 12th Street SW)
12th Street SW (6th Avenue SW to Cuylle Court)

Cuylle Bay and 12th Street SW were originally constructed in 1996 as part of the Southern Trails Addition. These streets are generally 31 feet wide (back-to-back of curb) and were constructed with 6" aggregate base, and 3.0" of bituminous mixture. This street was last seal coated in 2004. It is proposed to do edge mill on these streets (typical for a first overlay) and construct a 1 ½" bituminous overlay, following the replacement of any curb in damaged/poor condition, repair of drainage structures as needed, and replacement/adjustment of utility castings.



Area 3 Pavement Examples

Area 4:

Birn Hill Drive (Western Avenue to 200' west of West Hill Street)
West Hill Street (Western Avenue to Birn Hill Drive)

Birn Hill Drive and West Hill Street were originally constructed in 1996 as part of the Birn Hill Second Addition. These streets are generally 37 feet wide (back-to-back of curb) and were constructed with 6" aggregate base, and 3.0" of bituminous mixture. This street was last seal

coated in 2008. It is proposed to do edge mill on these streets (typical for a first overlay) and construct a 1 ½” bituminous overlay, following the replacement of any curb in damaged/poor condition, repair of drainage structures as needed, and replacement/adjustment of utility castings.



Area 4 Pavement Examples

Project Financing

It is estimated that the total cost of the improvements will be \$1,117,350.00 including engineering fees (15%) and contingencies (10%).

Valve/hydrant replacements or adjustments, sanitary sewer replacements/repairs, casting replacements/adjustments, storm sewer structure replacement/repair costs, and other miscellaneous utility related work will be funded from the corresponding utility enterprise fund (Funds 601, 602, and 603). The remainder of the project costs will be paid from the Street Improvement Fund (401). This results in an overall financing summary as follows:

Street Improvement Fund (401)	\$ 1,000,700.00	89.6%
Water Utility Fund (601)	\$ 5,800.00	0.5%
Sanitary Sewer Utility Fund (602)	\$ 28,850.00	2.6%
Storm Water Utility Fund (603)	\$ 82,000.00	7.3%
Total	\$ 1,117,350.00	100.0%

Project Feasibility

From a technical standpoint, street overlay projects are fairly routine in nature, and this project is considered to be technically feasible. The bituminous overlays, which serve to both protect and strengthen the existing roadway, are intended to extend the design life of the streets a minimum of 10 to 15 years. The new pavement surface, like the existing pavement, will develop cracks. Early cracks develop due to the expansion and contraction that the surface

undergoes with the large variations in temperature. Also, existing cracks will “reflect” through the new pavement over time.

The project will be funded from a combination of the City’s street improvement fund, and the utility enterprise funds, and the project is deemed to be financially feasible. Based upon the information presented in this report, the City Council is hereby advised in a preliminary way that the proposed improvements are necessary, cost-effective and feasible, and should be made as recommended in this report.

Project Schedule

The preliminary project schedule is as follows:

Initiate Project Order Feasibility Report	November 22, 2022
Receive/File Feasibility Report	February 14, 2023
Informational Meeting	Virtual
Order Improvements Order Preparation of Plans and Specifications	February 28, 2023
Approve Plans and Specifications Establish Bid Date	March 14, 2023
Bid Opening Date	April 5, 2023
Receive Bids Award Contract	April 11, 2023
Begin Construction	May/June 2023
Final Completion	August 30, 2023

Dated: February 10, 2023
Prepared By: Mark W. DuChene, City Engineer

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.



Mark W. DuChene, P.E.

Reg. No. 46594

2/10/2023
Date

PART 1: DOWNTOWN AREA (1ST STREET SW FROM 4TH AVE SW TO 9TH AVE SW, 2ND AVENUE FROM WAPACUTA TO 1ST ST NW, 3RD STREET SW FROM 4TH AVE SW TO 6TH AVE SW)								
Line	Number	Description	Unit	Estimated Price	Quantity	Total		
	1 2021.501/00010	MOBILIZATION	LS		\$20,000.00	1	\$20,000.00	
	2 2101.524/00040	CLEARING	TREE		\$850.00	5	\$4,250.00	
	3 2101.524/00050	GRUBBING	TREE		\$525.00	5	\$2,625.00	
	4 2104.503/00315	REMOVE CURB & GUTTER	L F		\$6.50	1032	\$6,708.00	
	5 2104.504	REMOVE BITUMINOUS PAVEMENT	S Y		\$8.00	85	\$680.00	
	6 2104.518/00130	REMOVE CONCRETE SIDEWALK	S F		\$2.00	7640	\$15,280.00	
	7 2104.518	REMOVE CONCRETE DRIVEWAY PAVEMENT	S F		\$3.75	595	\$2,231.25	
	8 2105.507	COMMON EXCAVATION (P)	C Y		\$30.00	55	\$1,650.00	
	9 2211.507	AGGREGATE BASE (CV) CLASS 5 (P) (P)	CU YD		\$30.00	18	\$540.00	
	10 2232.604/TYPE 1	MILL BITUMINOUS SURFACE TYPE 1	SQ YD		\$2.00	8961	\$17,922.00	
	11 2360.509/13200	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON		\$92.00	1568	\$144,256.00	
	12 2360.604	IRREGULAR WIDTH PAVING	SQ YD		\$22.00	84	\$1,848.00	
	13 2504.602/00032	ADJUST GATE VALVE & BOX	EACH		\$300.00	8	\$2,400.00	
	14 2506.502/06020/COMM	ADJUST FRAME & RING CASTING COMMUNICATIONS	EACH		\$600.00	1	\$600.00	
	15 2506.502/06020/SAN	ADJUST FRAME & RING CASTING SANITARY	EACH		\$600.00	14	\$8,400.00	
	16 2506.502/06020/STORM	ADJUST FRAME & RING CASTING STORM	EACH		\$600.00	12	\$7,200.00	
	17 2506.502/06020/WATER	ADJUST FRAME & RING CASTING WATER	EACH		\$600.00	0.1	\$60.00	
	18 2506.602/06430	CASTING ASSEMBLY SPECIAL	EACH		\$950.00	9	\$8,550.00	
	19 2506.602/06460	REPAIR DRAINAGE STRUCTURE	EACH		\$1,500.00	18	\$27,000.00	
	20 2521.518/00040	4" CONCRETE WALK	S F		\$9.00	5034	\$45,306.00	
	21 2521.518/00060	6" CONCRETE WALK	S F		\$13.00	2606	\$33,878.00	
	22 2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F		\$54.00	1332	\$71,928.00	
	23 2531.603/24130	CONCRETE CURB DESIGN V	L F		\$62.00	20	\$1,240.00	
	24 2531.618	6" CONCRETE DRIVEWAY PAVEMENT	SQ FT		\$12.00	471	\$5,652.00	
	25 2531.618/00010	TRUNCATED DOMES	S F		\$56.00	520	\$29,120.00	
	26 2563.601/00010	TRAFFIC CONTROL	LS		\$7,000.00	1	\$7,000.00	
	28 2571.524/05060	CONIFEROUS TREE 6' HT B&B	TREE		\$660.00	1	\$660.00	
	29 2571.524/12250	DECIDUOUS TREE 2.5" CAL B&B	TREE		\$660.00	1	\$660.00	
	30 2573.502/00110	STORM DRAIN INLET PROTECTION	EACH		\$300.00	34	\$10,200.00	
	32 2575.504/00011	SODDING TYPE LAWN	S Y		\$13.00	200	\$2,600.00	
	34 2575.603	SEEDING (W/ TOPSOIL AND FERTILIZER)	LIN FT		\$5.00	3130	\$15,650.00	
							\$496,094.25	

PART 2: NORTH AREA (3RD AVENUE NW FROM 12TH ST NW TO 14TH ST NW, 8TH AVENUE NW FROM 7TH ST NW TO 9TH ST NW, 8TH STREET NW FROM 6TH AVE NW TO 8TH AVE NW)							
Line	Number	Description	Unit	Estimated Price	Quantity	Total	
	35 2021.501/00010	MOBILIZATION	LS		\$7,500.00	1	\$7,500.00
	36 2104.503/00315	REMOVE CURB & GUTTER	L F		\$6.50	280	\$1,820.00
	37 2104.504	REMOVE CONCRETE PAVEMENT	S Y		\$20.00	10	\$200.00
	38 2104.518/00130	REMOVE CONCRETE SIDEWALK	S F		\$2.00	160	\$320.00
	39 2232.604/TYPE 1	MILL BITUMINOUS SURFACE TYPE 1	SQ YD		\$2.00	4786	\$9,572.00
	40 2301.504	CONCRETE PAVEMENT 8.0"	S Y		\$90.00	10	\$900.00
	41 2360.509/13200	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON		\$92.00	870	\$80,040.00
	42 2360.604	IRREGULAR WIDTH PAVING	SQ YD		\$22.00	100	\$2,200.00
	43 2504.602/00032	ADJUST GATE VALVE & BOX	EACH		\$300.00	1	\$300.00
	44 2506.502/06020/SAN	ADJUST FRAME & RING CASTING SANITARY	EACH		\$600.00	7	\$4,200.00
	45 2506.502/06020/STORM	ADJUST FRAME & RING CASTING STORM	EACH		\$600.00	6	\$3,600.00
	46 2506.602	CASTING ASSEMBLY SPECIAL	EACH		\$950.00	7	\$6,650.00
	47 2506.602	REPAIR DRAINAGE STRUCTURE	EACH		\$1,500.00	6	\$9,000.00
	48 2521.518/00040	4" CONCRETE WALK	S F		\$9.00	160	\$1,440.00
	49 2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F		\$54.00	280	\$15,120.00
	50 2531.604	8" CONCRETE VALLEY GUTTER	S Y		\$135.00	3.5	\$472.50
	51 2563.601/00010	TRAFFIC CONTROL	LS		\$4,000.00	1	\$4,000.00
	52 2573.502/00110	STORM DRAIN INLET PROTECTION	EACH		\$300.00	15	\$4,500.00
	53 2575.603	SEEDING (W/ TOPSOIL AND FERTILIZER)	LIN FT		\$5.00	370	\$1,850.00
							<u>\$153,684.50</u>
PART 3: CUYLLE BAY AREA (CUYLLE BAY FROM 12TH ST SW TO 12TH ST SW, 12TH STREET SW FROM 6TH AVE SW TO CUYLLE CT)							
Line	Number	Description	Unit	Estimated Price	Quantity	Total	
	54 2021.501/00010	MOBILIZATION	LS		\$5,000.00	1	\$5,000.00
	55 2104.503/00315	REMOVE CURB & GUTTER	L F		\$6.50	370	\$2,405.00
	56 2232.604/TYPE 1	MILL BITUMINOUS SURFACE TYPE 1	SQ YD		\$2.00	4257	\$8,514.00
	57 2360.509/13200	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON		\$92.00	717	\$65,964.00
	58 2360.604	IRREGULAR WIDTH PAVING	SQ YD		\$22.00	180	\$3,960.00
	59 2504.602	ADJUST GATE VALVE & BOX	EACH		\$300.00	3	\$900.00
	60 2506.502/06020/SAN	ADJUST FRAME & RING CASTING SANITARY	EACH		\$600.00	8	\$4,800.00
	61 2506.602	CASTING ASSEMBLY SPECIAL	EACH		\$950.00	8	\$7,600.00
	62 2506.602	REPAIR DRAINAGE STRUCTURE	EACH		\$1,500.00	3	\$4,500.00
	63 2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F		\$54.00	370	\$19,980.00
	64 2531.618	6" CONCRETE DRIVEWAY PAVEMENT	SQ FT		\$12.00	180	\$2,160.00
	65 2563.601/00010	TRAFFIC CONTROL	LS		\$2,000.00	1	\$2,000.00
	66 2573.502	STORM DRAIN INLET PROTECTION	EACH		\$300.00	5	\$1,500.00
	67 2575.603	SEEDING (W/ TOPSOIL AND FERTILIZER)	LIN FT		\$5.00	410	\$2,050.00
							<u>\$131,333.00</u>

PART 4: BIRN HILL AREA (BIRN HILL DRIVE FROM WESTERN AVE TO 200' WEST OF WEST HILL STREET, WEST HILL STREET FROM WESTERN AVENUE TO BIRN HILL DR)							
Line	Number	Description	Unit	Estimated Price	Quantity	Total	
	68 2021.501/00010	MOBILIZATION	LS		\$5,000.00	1	\$5,000.00
	69 2104.503/00315	REMOVE CURB & GUTTER	L F		\$6.50	170	\$1,105.00
	70 2104.518/00140	REMOVE CONCRETE WALK	S F		\$2.00	144	\$288.00
	71 2232.604/TYPE 1	MILL BITUMINOUS SURFACE TYPE 1	SQ YD		\$2.00	2614	\$5,228.00
	72 2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON		\$92.00	497	\$45,724.00
	73 2504.602	ADJUST GATE VALVE & BOX	EACH		\$300.00	3	\$900.00
	74 2506.502/06020/SAN	ADJUST FRAME & RING CASTING SANITARY	EACH		\$600.00	9	\$5,400.00
	75 2506.602	CASTING ASSEMBLY SPECIAL	EACH		\$950.00	9	\$8,550.00
	76 2506.602/06460	REPAIR DRAINAGE STRUCTURE	EACH		\$1,500.00	9	\$13,500.00
	77 2521.518/00040	4" CONCRETE WALK	S F		\$9.00	144	\$1,296.00
	78 2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F		\$54.00	170	\$9,180.00
	79 2563.601/00010	TRAFFIC CONTROL	LS		\$2,000.00	1	\$2,000.00
	80 2573.502/00110	STORM DRAIN INLET PROTECTION	EACH		\$300.00	9	\$2,700.00
	81 2575.603	SEEDING (W/ TOPSOIL AND FERTILIZER)	LIN FT		\$5.00	250	\$1,250.00
							\$102,121.00
Totals							
	Total	401 (Street Improvement Project Fund)	601 (Water Utility Fund)	602 (Sanitary Sewer Utility Fund)	603 (Storm Water Utility Fund)		
PART 1: DOWNTOWN AREA	\$496,094.25	\$451,034.25	\$2,460.00	\$8,400.00	\$34,200.00		
PART 2: NORTH AREA	\$153,684.50	\$136,584.50	\$300.00	\$4,200.00	\$12,600.00		
PART 3: CUYLLE BAY AREA	\$131,333.00	\$121,133.00	\$900.00	\$4,800.00	\$4,500.00		
PART 4: BIRN HILL AREA	\$102,121.00	\$82,321.00	\$900.00	\$5,400.00	\$13,500.00		
Construction Estimate	\$883,232.75	\$791,072.75	\$4,560.00	\$22,800.00	\$64,800.00		
Contingency (10%)	\$88,323.28	\$79,107.28	\$456.00	\$2,280.00	\$6,480.00		
Engineering (15%)	\$145,733.40	\$130,527.00	\$752.40	\$3,762.00	\$10,692.00		
Total Estimate	\$1,117,289.43	\$1,000,707.03	\$5,768.40	\$28,842.00	\$81,972.00		
Total Estimate (Rounded)	\$1,117,350.00	\$1,000,700.00	\$5,800.00	\$28,850.00	\$82,000.00		
	100.00%	89.60%	0.50%	2.60%	7.30%		



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Approve LG230 Application to Conduct Off-Site Gambling for Faribault Youth Rotary Services

Background:

Staff recieved an LG230 Application to Conduct Off-Site Gambling from Faribault Youth Rotary Services for an event held at The Inn at Shattuck-St. Mary's on June 28, 2023. If approved by the Council, the application will be forwarded to the Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve LG220 Applications for Exempt Permit

Attachments:

1. Faribault Rotary Youth Services Inc

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Faribault Rotary Youth Services License Number: [REDACTED]

Address: 407 NW 1st Ave City: Faribault, MN Zip: 55021

Chief Executive Officer (CEO) Name: Chad Koepke Daytime Phone: 507.332.4602

Gambling Manager Name: Brenda DeMars Daytime Phone: 507.409.1344

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 06 / 28 / 22²³ to 06 / 28 / 22²³

Check the type of games that will be conducted:

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

GAMBLING PREMISES

Name of location where gambling activity will be conducted: The Inn @ Shattck-St. Mary's

Street address and City (or township): 1000 Shumway Ave, Faribault, MN 55021 Zip: 55021 County: Rice

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐ **Yes** If yes, a lease is not required.

☒ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: Rachel Markman Date: 02/08/2023

Print Lessor's Name: Rachel Markman

CONTINUE TO PAGE 2



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 14, 2023
SUBJECT: Approve CIP Purchase - Pickup Truck with Box and Plow

Background:

The 2023 CIP has \$60,000 budgeted to purchase a new pickup for the Parks Department. We solicited and received two quotes. The low quote we received is from RC Bliss Ford for a 2023 Ford F-550 Chassis Cab at a cost of \$22,168.16. This includes tax, title, license fees and trade-in of a 2011 Ford F-450. A dump box, hoist, strobe light, underbody tool box and snow plow package are needed to complete the vehicle. We solicited two quotes for these and the low quote was received from Crysteel Truck and Equipment at a cost of \$36,251.00. Therefore, the total cost of the truck is \$58,419.16.

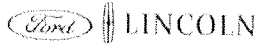
Recommendation:

Staff recommends approving the quote from RC Bliss Ford and Crysteel Truck and Equipment to purchase a 2023 Ford F-550 Chassis Cab with accessories for a total cost of \$58,419.16 including trade-in.

Attachments:

1. Quotes

R.C. BLISS



F A R I B A U L T

901 Lyndale Ave N • Box 425 • Telephone 507-334-6478

FARIBAULT, MINNESOTA 55021

www.blissford.com

City of Faribault Park and Recreations 1/30/2023

Keith Walker

Bid on 2023 Ford F-550 Chassis Cab, we are pleased to offer the following bid for you as follows:

\$55,627.16 Base Price

-\$35,000.00 Trade 2011 Ford F-450

\$20,627.16

+\$1,541 Tax, Title and License

\$22,168.16

Jeff Bliss

R.C. Bliss Inc



1130 73rd Avenue NE
 Fridley, MN 55432
 (763) 571-1902
 1-800-795-1902
 Fax # (763) 571-5091

Highway 60 East
 Lake Crystal, MN 56055
 (507) 726-6041
 1-800-722-0588
 Fax # (507) 726-2984

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 1/30/2023
 Company: City of Faribault Park & Rec
 Contact: Keith Walker
 Phone# 507-330-4185
 Email: kwalker@ci.faribault.mn.us

Reference: Rev 3
 Address:
 City: Faribault
 State: MN

Dealer		Chassis Estimated Delivery	
Truck Make	Ford	CA or CT	60" CA
Model Year	2023	Transmission	
Truck Model	F550	Cab Color	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO:

RELEASE NO: T-765(5)

CONTRACT PERIOD:

EXTENSION OPTION: Up to 53 months

1-UNIT

STATE COOPERATIVE PRICING

QTY

Price Each

Extended

5.0 Body			
1	5.1	9' Crysteel E-Series Stainless Steel Specifications: Ford and Chev 3500 Application 40" front, 60" cab to Axle All 201 Stainless Steel Construction 9' long x 96" wide OD x 87" wide ID Side height: 14" Tailgate height: 20" Quick drop tailgate, Fold down sides Fold Down Side Stops, Boxed Top Rails Dirt shedding top rail and corner post 1/4 cab shield w/ tapered window, 7 gauge Floor 12 gauge 201 SS Sides, 10 gauge SS Front & Rear Stainless steel finish-no paint included	\$12,279.00
1	5.2	CSS9-Crysteel hoist LB500	\$2,371.00
1	5.3	CSS9-Crysteel Electric / Hydraulic Double acting Power Unit w/ In Cab	\$554.00
1	5.4	CSS9-Installation of dump body	\$808.00
1	5.5	CSS9-Installation of hoist	\$707.00
1	5.10	CSS9-For 3/16" AR450 floor ILO 7GA A1011 Floor	\$1,561.00
1	5.19	CSS9-For one oval cutout in front corner posts facing rear	\$118.00
1	5.29	CSS9-For 605-STL211RCB LED STT Installed	\$439.00
1	NCI	(2) Whelen Micro 400 Amber LED Strobe lights installed on SS brackets on outside of cabshield. (2) 5GA00FAR rear mountamber strobes, rubber grommet mounted in rear corner posts, oval cut into each corner post.	\$3,600.00
NOTE: ALL STROBES HOOKED UP TO ONE SWITCH			

<u>6.0 Hitches</u>				
1	6.1	Custom Pull Plate 5/8" complete including: - 5/8" steel plate - All Gussets - Safety "D" Rings - Round Tube Bumper - 7 Way Plug	\$794.00	\$794.00
1	6.2	Installation of custom hitch	\$606.00	\$606.00
1	6.5	Electronic back up alarm 560-STA20502-G	\$90.00	\$90.00
1	6.8	For bolt on receiver style hitch 450-1804055 (bolts on 5/8" pull plate,	\$109.00	\$109.00
<u>8.0 Accessories</u>				
1	8.9	Repositions Camera Eye Only	\$300.00	\$300.00
1	8.38	For 1 Set Buyers Surface Mt Strobes (1) Set Mounted in Grill of truck	\$284.00	\$284.00
1	8.43	For Poly Fenders 19.5 985-10001769	\$1,007.00	\$1,007.00
<u>8.0 Toolboxes/Backpacks</u>				
2	8.1	Installation of Storage box	\$367.00	\$734.00
2	8.3	18 x 18 x 30 Treadbrite Aluminum Toolbox P/N 1705103 -Installed on each side behind cab in front of tires	\$331.00	\$662.00

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 216663

RELEASE NO: T-763(5)

CONTRACT PERIOD: MAY 1, 2022, THROUGH JANUARY 31, 2023

EXTENSION OPTION: Up to 51 months

1-UNIT

STATE COOPERATIVE PRICING

27,023

<u>QTY</u>			<u>Price Each</u>	<u>Extended</u>
<u>3.0 Front Snow Plow</u>				
1	3.36	9'2" V-XT Steel Vee Plow **Joystick ILO Handheld Controller	\$8,022.00	\$8,022.00
1	3.36	Install of 9'2" V-XT Steel Vee Plow	\$700.00	\$700.00
1	3.72	Light Adapter	\$175.00	\$175.00
1	3.94	Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$256.00	\$256.00
1	3.94	Install of Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$75.00	\$75.00
				9,228

Total Package Price

\$36,251.00

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery:

\$4.00

Starting Point:

Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

**NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

***ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Lake Crystal
Contact Person:	Josh Miller
Street Address:	52248 Ember Rd
City, State, Zip:	Lake Crystal, MN 56055
Phone #:	(507) 726-6041
Toll Free #:	(800) 722-0588
Fax #:	(507) 726-2984
Email Address:	jmillier@crysteeltruck.com

Bid Proposal

For
City of Faribault
January 25, 2023

New 2023 Chevrolet 5500 4WD Regular Cab

Harry Brown's Family Automotive submits this bid for a new 2023 Chevrolet 5500 4WD Regular Cab, with trading a 2011 Ford F450.

Please contact Michael Brown to finalize purchase.

Bid price is based on using retail allocation to order.

Please see separate sheets for specs.

Bid price with truck and trade: \$39,566.83 with tax and fees.

Michael Brown Jr
Fleet/Commercial
Harry Brown's LLC
1747 Grant St
Faribault, Mn
507-210-2672
mbrown@harrybrowns.com

UNIVERSAL TRUCK EQUIPMENT INC.
N15921 SCHUBERT RD
GALESVILLE, WI. 54630
608-539-4600 ORDERS
Date: 1-26-23

For: City of Faribault Parks Dept.
Att: Keith Walker
Quoted by: Jordan Manka

1) Henderson Mark III Dump Body: (set up for a 60" C/A ~ Cab & Chassis)

- * **Stainless steel construction** - 2.5 / 3.7 cu. yd capacity
- * **9ft. box** with 85" inside width & **95" outside width**
- * 10ga. **Stainless Steel** single wall sides & 12ga. **Stainless Steel** ends with sloped top rail
- * Inward tapered headsheets with 53" cabshield clearance and integral window
- * **13in. Fold down sides with custom stops & 2" board pockets**
- * **19in. double wall** tailgate, (full perimeter boxing)
- * Quick release tailgate with center mounted rubber covered handle
- * Front manual over-center quick release tailgate mechanism with rubber covered handle
- * One piece **3/16" AR400 floor (200,000psi)**
- * Under frame is two **8" I-beam long sills** with **no cross-members**
- * 4" full sub-frame cradle & rear hinge assy., **12" mounting height**, top of truck frame to bed of dump box
- * 1 1/4" diameter rear hinge pins
- * One safety body prop
- * **LED S/T/T, Reverse combo lights mounted rear facing in front corner post**
- * LED marker lights in front and rear corner posts
- * **Custom 1/2" steel pintle plate with bolt on 2in. receiver tube & D-rings. Relocate the factory trailer plug.**
- * **ICC rear bumper assy.**
- * **Two (2) Whelen Micro Freedom warning lights mounted to each side of cabshield – wired to factory switch**
- * **Two Whelen 5G LED warning lights rubber grommet mounted in rear corner posts – wired to factory switch**
- * **Two ABL surface mount LED warning lights mounted in grill – wired to factory switch**
- * **Two (2) 18x18x30 aluminum toolboxes installed in front of rear tires one on each side if possible**
- * **One (1) set of rear mud flaps, std install**
- * **Minimizer poly fenders with standard poly bracket kit**
- * Std. Junction box and back-up alarm
- * Unpainted **Stainless Steel** Dump body with the frame and underside painted black
- * One year warranty

1) Henderson Bench Press - Scissor Hoist - Model BP-20-SF

- * NTEA class 20 hoist – Double Acting Cylinder and Controller
- * **12 volt, Double acting electric/hydraulic pump pack**
- * Push button hand pendant controller
- * Cylinder has 4.5" bore, 16" stroke, 2" diameter rod
- * Approximate weight 489 lbs with subframe
- * Capacity range is 8.1 (w/ 6" overhang) – 11.3 tons (w/ 18" overhang)
- * Installed and fully operational
- * Two year warranty

Total package price: \$ 28,965.00
--

Accepted by: _____ Title: _____

SIREK'S HYDRAULIC SERVICE INC
3110 INDUSTRIAL DRIVE
FARIBAULT, MN 55021 US
507-334-0025

Estimate

ADDRESS
City of Faribault Street Dept
208 NW 1 Ave
Faribault, MN 55021

ESTIMATE #	DATE
1003	01/26/2023

ACTIVITY	QTY	RATE	AMOUNT
QUOTE: 9'2" plow			
MSC10192B MSC10192B 9'2" VXT steel V-plow	1	8,557.00	8,557.00T
MSC01565 MSC01565 snow deflector	1	332.80	332.80T
MSC03809 MSC03809 Joystick control V blade	1	-22.00	-22.00T
discount Municiple discount	1	-535.00	-535.00T
ship shipping and handling	1	125.00	125.00T
Installation Plow Installation	1	800.00	800.00T
SUBTOTAL			9,257.80
TAX			0.00
TOTAL			\$9,257.80

Accepted By

Accepted Date



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 14, 2023
SUBJECT: Approve Agreement to Provide Design Services for City Hall Third Floor Renovation

Background:

Currently, the City Hall Third Floor Conference Room is not conducive to very many meeting groups. Therefore, staff is looking at the need to renovate the room. This renovation will include some wall adjustments with related mechanical and electrical modifications, LED lighting upgrades, and technology upgrades. ISG has provided a quote to provide the design services for this renovation for a fee of \$9,250.

Recommendation:

Approve hiring ISG to provide design services to renovate City Hall Third Floor Conference Room for a fee of \$9,250.

Attachments:

1. Email/Quote

Paul Peanasky

From: Bob Mickelson <Bob.Mickelson@ISGInc.com>
Sent: Friday, February 3, 2023 7:45 AM
To: Paul Peanasky
Subject: Faribault City Hall 3rd Floor Conference room

Paul, regarding the 3rd floor conf room at city hall. ISG proposes the following services:

Conduct a site visit for the purpose of field verifications as needed, provide a floor plan, demo plan, necessary associated items including casework, ceilings, etc. We would also provide an appropriate amount of notations and detail for finish selections. Conduct one review meeting with the city before issuing plans.

No structural work is anticipated nor included in this proposal.

We assume that HVAC diffusers would be reused and connected as they currently are. No new HVAC or plumbing work is included in the design.

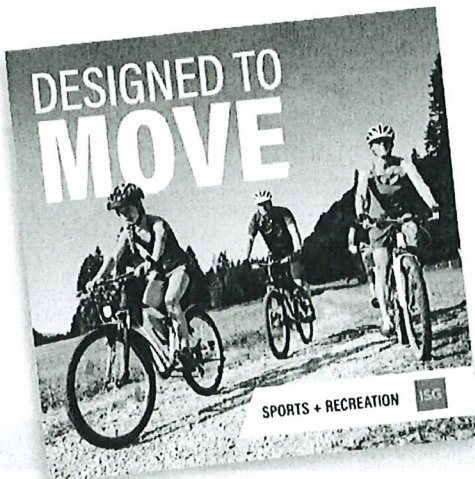
We would provide design for new light fixtures and electrical power needs / changes. The size of the room requires in floor electrical. We would provide technology and A/V design for a basic conference room.

Our fee for this work is \$9,250



Bob Mickelson
Senior Project Manager
Employee Owner

P 507.387.6651
C 507.327.4581
E Bob.Mickelson@ISGInc.com
A 115 East Hickory Street + Suite 300 + Mankato, MN 56001
W ISGInc.com



Click here to
**UNLEASH
UNLOCK
UNCOVER**
ISG's project portfolio



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-029 Approve Hiring
Administrative Coordinator

Background:

Due to a retirement, there is a need to fill an Administrative Coordinator position in the Public Works and Engineering Departments. The position was posted from October 28, 2022 to January 30, 2023.

Seventeen applications were received and reviewed. From that review, seven candidates were selected for the interview process. The interview panel consisted of Mark Duchene, Director of Engineering, Travis Block, Public Works Director and Kevin Bushard, Human Resources Director. The panel is recommending Danielle Radtke be hired as Administrative Coordinator.

Resolution 2023-029 approves the hiring of Danielle Radtke as Administrative Coordinator. Danielle would be hired at grade "H", step 8, of the Non-Union Compensation Plan 2022-2024.

Recommendation:

Approve Resolution 2023-029, approving the hiring of Danielle Radtke as Administrative Coordinator

Attachments:

1. Resolution 2023-029 Approve Hiring Administrative Coordinator

CITY OF FARIBAULT

RESOLUTION #2023-029

APPROVE HIRING ADMINISTRATIVE COORDINATOR

WHEREAS, the City of Faribault (the "City") presently has a vacant Administrative Coordinator position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Administrative Coordinator position with the City; and

WHEREAS, the City Council desires to fill the vacant Administrative Coordinator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Danielle Radtke shall be extended an offer of employment to fill the vacant Administrative Coordinator position.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-030 Approve Hiring Light Equipment Operator

Background:

With the 2023 approved personnel budget increases, there is a need to fill a part-time Light Equipment Operator position. The position was posted from December 16, 2022 to January 6, 2023.

Four applications were received and reviewed. Three applicants were selected for an interview. The panel consisted of Keith Walker, Parks Superintendent, Paul Peanasky, Parks and Recreation Director, and Kevin Bushard, Human Resources Director. The panel selected Isaac Erickson as their recommendation to be hired.

Resolution 2023-030 approves hiring Isaac Erickson as Light Equipment Operator. Isaac will be hired at grade "G", step 1 of the Local 70 CBA 2022-2024.

Recommendation:

Approve Resolution 2023-030, approving the hiring of Isaac Erickson as Light Equipment Operator

Attachments:

1. Resolution 2023-030 Approve Hiring Light Equipment Operator

CITY OF FARIBAULT

RESOLUTION #2023-030

APPROVE HIRING LIGHT EQUIPMENT OPERATOR

WHEREAS, the City of Faribault (the "City") presently has a vacant Light Equipment Operator position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Light Equipment Operator position with the City; and

WHEREAS, the City Council desires to fill the vacant Light Equipment Operator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Isaac Erickson shall be extended an offer of employment to fill the vacant Light Equipment Operator position.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-031 Approve Hiring Receptionist

Background:

With the 2023 approved personnel budget increases, there is a need to fill a part-time Receptionist position. The position was posted from December 16, 2022 to January 6, 2023.

Nine applications were received and reviewed. Four applicants were selected for an interview. The panel consisted of Jill Strodman, Recreation Coordinator, Kevin O'Brien, Recreation Coordinator, Brad Phenow, Communications Coordinator, Paul Peanasky, Parks and Recreation Director, and Kevin Bushard, Human Resources Director. The panel selected Ashley Krenske as their recommendation to be hired.

Resolution 2023-031 approves hiring Ashley Krenske as Receptionist. Ashley will be hired at grade "B", step 1 of the Local 70 CBA 2022-2024.

Recommendation:

Approve Resolution 2023-031, approving the hiring of Ashley Krenske as Receptionist

Attachments:

1. Resolution 2023-031 Approve Hiring Receptionist

CITY OF FARIBAULT

RESOLUTION #2023-031

APPROVE HIRING RECEPTIONIST

WHEREAS, the City of Faribault (the "City") presently has a vacant Receptionist position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Receptionist position with the City; and

WHEREAS, the City Council desires to fill the vacant Receptionist position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Ashley Krenske shall be extended an offer of employment to fill the vacant Receptionist position.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: February 14, 2023
SUBJECT: Approve Faribault Police Department Body Worn Camera Audit Report

Background:

Minnesota Statute requires law enforcement agencies using Body Worn Cameras (BWC) to arrange for an independent, biennial audit of BWC data to determine whether data is appropriately classified, how data is used, and whether data is destroyed as required under law. State law further requires "the governing body with jurisdiction over the budget of the law enforcement agency" to review the results of the audit.

The Faribault Police Department retained the services of Lynn Lembcke Consulting to conduct an independent audit of BWC data for 2021 - 2022. The audit determined the Faribault Police Department was statutorily compliant in the areas examined, with no discrepancies noted. In addition to the City Council, the audit has been forwarded to the State's Legislative Commission in accordance with law.

Recommendation:

Review and Approve Body Worn Camera Audit Report

Attachments:

1. BWC Audit Report - Faribault Police Department

INDEPENDENT AUDIT REPORT

Chief John Sherwin
Faribault Police Department
25 4th St. SW
Faribault, MN 55021

Dear Chief Sherwin:

An independent audit of the Faribault Police Department's Body Worn Camera System (BWC) was conducted on January 6, 2023. The objective of the audit was to verify Faribault Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Faribault Police Department is located in Rice County, Minnesota and employs thirty-five (35) peace officers. The Faribault Police Department utilizes Axon body-worn cameras and Evidence.com cloud-based evidence management storage. The audit covers the period December 1, 2020, through December 31, 2022.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Faribault Police Department's BWC data is presumptively private. All data collected during the audit period is classified as private or nonpublic data. The Faribault Police Department had no incidents of the discharge of a firearm by a peace officer, use of force that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Faribault Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. At the conclusion of a BWC recording, officers assign meta data, including an Evidence.com category, to the recording. Each Evidence.com category has an associated retention period. Upon reaching its retention date, evidence is systematically deleted. Deletion of the data is captured in the audit trail.

A report produced from Evidence.com for all BWC data collected during the audit period was provided. Randomly selected records from the Evidence Created Report were reviewed, and the date and time the data was created was verified against the deletion date. Each of the records were deleted or maintained in accordance with the record retention. Randomly selected records were verified against audit trail reports, and each record was deleted or maintained in accordance with the record retention. All records were maintained for the minimum ninety (90) days required by statute.

The Faribault Police Department had received no requests from data subjects to retain BWC data beyond the applicable retention period.

The Records Supervisor monitors BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a Consent to Release Private Data form. During the audit period, the Faribault Police Department had received no requests to view BWC data but did fulfill requests for copies of BWC video from data subjects. Data subjects other than the requestor were redacted. A copy of the redacted video is stored in Evidence.com along with the original copy. The Consent to Release Private Data form is maintained in the case file and the request is documented in the Records Management System.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the

policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Faribault Police Department's BWC inventory consists of twenty-nine (29) devices. An inventory report produced from Evidence.com detailed the number of recording devices owned and maintained by the agency. The inventory included the device model, serial number, device name, officer assigned to the device, date of last upload, device status, error status, firmware version, and warranty date.

The Faribault Police Department BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The Department's BWC policy requires officers to conduct a function test of their BWC at the beginning of each shift and to report any failure to his/her supervisor.

Peace officers were trained by Axon on the use of the portable recording system during implementation, and newly hired officers are trained as part of their field training program.

Randomly selected dates from the patrol schedule and randomly selected calls for service were verified against the Evidence.com Evidence Created Report and confirmed that BWC devices are being deployed and officers are wearing and activating their BWCs. A review of the total number BWC videos created per quarter compared to total calls for service per quarter shows a consistent collection of BWC data.

Evidence.com queries detail the total amount of BWC data created, stored/maintained, and deleted. The Faribault Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. BWC video is fully deleted from Evidence.com upon reaching its scheduled deletion date. Meta data and audit trails are maintained in Evidence.com after deletion of BWC audio and video.

BWC data is available upon request, and access may be requested by submission of a Consent to Release Private Data form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Faribault Police Department's BWC policy states that peace officers may use only Agency-issued BWCs in the performance of official duties for the agency.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Sergeants and Captains review specified BWC videos to ensure compliance with policy.

Nonpublic BWC data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of roles and permissions in Evidence.com. Permissions are based on staff work assignments. Access to Evidence.com is password protected and requires dual authentication.

The agency's BWC policy governs access to BWC data. Faribault Police Department personnel are prohibited from accessing or sharing BWC data except for legitimate law enforcement or data administration purposes. User access to BWC data is captured in the audit trail.

When BWC data is deleted from Evidence.com, its contents cannot be determined.

The Faribault Police Department has had no security breaches. A BCA CJIS security audit was conducted in October of 2022.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Faribault Police Department's BWC policy allows for the sharing of data with other law enforcement agencies for legitimate law enforcement purposes only and for the sharing of data with prosecutors, courts and other criminal justice entities as provided by law. Agencies requesting access submit a written request and data is shared via secure electronic sharing in Evidence.com. Sharing of data is captured in the audit trail and is documented in the Evidence.com Sharing Audit Report.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

Evidence.com and the Evidence Created Report document the date and time portable recording system data were collected and deleted per retention. All BWC data collected during the audit period, is classified as private or nonpublic data. The Evidence.com audit trails, the Evidence Sharing Audit Report, and the Records Management System document how the data are used.

The audit trail is maintained in Evidence.com after deletion of video. The Evidence.com audit trail documents each and every action taken from the creation of the recording to its deletion, as well as access to the audit trail after BWC has been deleted.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

An Axon CJIS Compliance White paper outlines the specific security policies and practices for Evidence.com and how they are compliant with the CJIS Security Policy. Axon has signed the CJIS Security Addendum in all states and has performed statewide CJIS-related vendor requirements in Minnesota. Axon has incorporated the CJIS Security Addendum by reference into the Axon Master Services and Purchase Agreement. Axon maintains signed CJIS Security Addendum certification pages for Axon personnel. Authorized Axon personnel are required to complete Level 4 CJIS Security Training upon assignment and biennially thereafter. Axon appears on the BCA Vendor Screening Program list of approved and screened vendors and is vetted in accordance with the security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The Faribault Police Department solicited for public comment through its Facebook page. An open public forum was held on January 16, 2019. The Faribault City Council approved the body-worn camera policy at their February 12, 2019, meeting, and the BWC program was implemented March 1, 2019.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

The Faribault Police Department has established and enforces a BWC policy. The policy was compared to the requirements of Minn. Stat. § 626.8473. The agency's policy includes all

minimum requirements of Minn. Stat. § 626.8473, Subd. 3. The BWC policy is posted on the agency's website.

No discrepancies noted.

This report was prepared exclusively for the City of Faribault and Faribault Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: February 8, 2023

Lynn Lembcke Consulting

Lynn Lembcke

Lynn Lembcke



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Fire Chief
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-035 Authorize the Faribault Fire Department to Apply for the Hannah Lips Foundation Grant

Background:

The Faribault Fire Department is committed to and expected to provide a timely, safe and effective service to the citizens of our response district. We are also expected to provide that service in a fiscally responsible way. One way of accomplishing this is by seeking out and apply for grants.

The Hannah Lips Foundation is seeking grant applications that relate to supporting health related needs of our community as stated in the by-laws of the Foundation.

We are looking for permission to apply for the Hannah Lips Foundation grant. We will be asking for \$3,831.50 for the purchase of a MSA Confined Space Tripod. This device is used to lower a rescuer into a confined space to rescue victims. It only requires two people to set-up, it's light weight and compact with two easy to use winches for lowering and raising personnel, equipment and victims.

Recommendation:

Approve Resolution 2023-035, authorizing the Fire Department to apply for the Hannah Lips Foundation Grant for the Purchase of a MSA Confined Space Tripod

Attachments:

1. Resolution 2023-035 Authorize the Faribault Fire Department to Apply for the Hannah Lips Foundation Grant
2. City of Faribault Grant form - Hannah Lips

CITY OF FARIBAULT

RESOLUTION #2023-035

AUTHORIZE THE FARIBAULT FIRE DEPARTMENT TO APPLY FOR THE HANNAH LIPS FOUNDATION GRANT

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

WHEREAS, the Faribault Fire Department responds to medical emergencies that may require specialized equipment to save lives; and

WHEREAS, the Faribault Fire Department also continually seeks out grant opportunities to assist with the purchase of equipment; and

WHEREAS, the Hannah Lips Foundation has a grant program to assist local organizations with the purchase of health related needs; and

WHEREAS, the Faribault Fire Department would like authorization from the City Council to apply for the Hannah Lips Grant.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to apply for the Hannah Lips Grant.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



GRANT SUMMARY FORM

Pre-Application ☐ Application ☒ Award Acceptance ☐ Amendment ☐

Department: Fire

Contact Person: Alex Bolster & Dustin Dienst

Grant Name: The Hannah Lips Foundation

Grantor: Hannah Lips Foundation

Total Project Cost: \$ 3,831.50 Total Award Amount: _____

Total Cash Match: \$ 0.00 Total In-Kind Match: \$ 0.00

Application Date: 01/01/23 Grant Period From 01/01/23 To 01/31/23

Funding Type (Federal, State, Other): Other-Local

CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

Purchase MSA Confine Space Tripod. This device is used to lower a rescuer into a confine space, manhole, so victim(s) can be rescued. Quick setup with only two people, light weight, compact storage and two easy to use winches for lowering and raising personnel, victims, and equipment.

How is the Match Amount Determined::

No match.

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

Explanation of Other:

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

Already In Department Budget: _____ Not Budgeted: _____

Proposed Source of Match: _____

Director Approval

Dustin Dienst

Administrator Approval

[Signature]



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: February 14, 2023
SUBJECT: Ordinance 2023-1 Approve a Zoning Text
Amendment to Permit K-12 Schools in Certain
Commercial Zoning Districts with a Conditional
Use Permit and Clarify School Uses in Industrial
Districts (First Reading)

Background:

The Faribault Planning Commission, in collaboration with the Community and Economic Development Department, initiated a zoning text amendment to allow K-12 schools as a conditional use in the C-2, Highway Commercial District and the C-3, Community Commercial District. The proposed amendment establishes development standards for K-12 schools in specified commercial districts, and includes definitions for K-12 schools, colleges and universities, and business and vocational schools. The proposed amendment also clarifies school uses in industrial districts.

The Planning Commission held a public hearing on February 6, 2023, to consider the proposed zoning text amendment. No one from the public provided comments. The Planning Commission discussed the merits of the proposed amendment and noted that there is a growing demand for charter schools in the city. They acknowledged that Minnesota Department of Education regulations prohibit charter schools from owning a school site until they have been in operation for five years. Consequently, new charter schools often seek to lease existing commercial buildings due to the limited availability of vacant public or private school sites.

The Planning Commission, by a vote of 6-0, recommended that the City Council approve the attached Ordinance 2023-1 based on the findings outlined in the ordinance.

Recommendation:

Approve the first reading of Ordinance 2023-1.

Attachments:

1. Ordinance 2023-1 Approve ZTA to Permit K-12 Schools in Certain Commercial Zoning Districts with a CUP and Clarify School Uses in Industrial Districts
2. Planning Commission Memo

**CITY OF FARIBAULT
ORDINANCE No. 2023-1**

**APPROVE A ZONING TEXT AMENDMENT TO PERMIT K-12 SCHOOLS IN
CERTAIN COMMERCIAL ZONING DISTRICTS WITH A CONDITIONAL USE
PERMIT AND CLARIFY SCHOOL USES IN INDUSTRIAL DISTRICTS**

WHEREAS, the City of Faribault Planning Commission initiated a zoning text amendment to permit K-12 Schools in certain commercial zoning districts and clarify school uses in industrial zoning districts; and

WHEREAS, the Planning Commission, on February 6, 2023, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the above-referenced zoning text amendment based on the following written findings outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The Land Use Plan identifies areas for various uses and provides an organized blend of compatible land uses in the city. The proposed zoning text amendment is consistent with the Land Use Plan.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: The proposed zoning text amendment is not intended to benefit only one property owner. It will be effective citywide and benefit many different property owners and agencies.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment. The amendment provides development standards and permitting requirements for K-12 schools in certain commercial districts.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment. The amendment adds K-12 schools as a use allowed in certain commercial districts with approval of a Conditional Use Permit.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment. The amendment is needed to address a trend toward charter schools and other specialized schools for students in grades K-12.

WHEREAS, the City Council held a public meeting on February 14, 2023, to consider approval of the first reading of Ordinance 2023-1; and

WHEREAS, the City Council also held a public meeting on _____, 2023 to consider approval of the second reading of Ordinance 2023-1; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals in this ordinance are part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment – Definitions. The Faribault City Council hereby adds the following definitions (shown in the underlined text) to Section 1-120 of the City’s Unified Development Ordinance:

College or university. A use that provides post-secondary higher education leading to associate, bachelor, master, or doctorate degrees.

School, K-12. A use that meets state requirements for elementary or secondary education.

School, vocational or business. A use that meets state requirements for a vocational or business school.

Section 3: Text Amendment – Development Standards. The Faribault City Council hereby adds the following development standards (shown in the underlined text) to Section 7-30 of the City’s Unified Development Ordinance:

School, (K—12) in permitted commercial districts.

- (1) Parking must comply with Chapter 8 of the City’s Unified Development Ordinance.
- (2) The school must provide an appropriate pick-up and drop-off area that minimizes traffic congestion and is safe for vehicles and pedestrians.
- (3) Outdoor play or activities must have a defined space enclosed by a fence, landscape buffer, or other measure suitable for the age group served.
- (4) To the extent practical, all new construction or additions to existing buildings shall be compatible with the scale and character of the surroundings.
- (5) Exterior building materials must meet the standards specified for commercial uses.

Section 4: Text Amendment – Commercial District Use Table. The Faribault City Council hereby amends Table 11-1 of the City’s Unified Development Ordinance by adding new text (designated by the underlined text) and deleting existing text (designated by the ~~strikethrough~~ text) as follows:

Table 11-1. Principal uses in the commercial districts.

Use	District					Development Standards
	C-1	C-2	C-3	CBD	SH	
Institutional and public uses						
Educational facilities						
College or university	-	P	P	C	C	
Early childhood education center	C	P	P	P	C	X
School, K-12	-	C	C	C	C	X
School, vocational or business	C -	P	P	C	C	

Section 5: Text Amendment – Industrial District Use Table. The Faribault City Council hereby amends Table 12-1 of the City’s Unified Development Ordinance by deleting existing text (designated by the strikethrough text) as follows:

Table 12-1. Principal uses in the industrial districts.

	District				Development Standards
Use	I-P	I-1	I-2	SH	
Institutional and public uses					
Educational facilities					
School, vocational or business	P	P	P	C	X

Section 6: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: February 6, 2023

First Reading: February 14, 2023

Second Reading: _____

Publication: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Planning Commission Action

TO: Planning Commission
FROM: Peter Waldock, AICP Planning & Zoning Coordinator
MEETING DATE: February 6, 2023
SUBJECT: Zoning Text Amendment to include K-12 Schools in Commercial Districts with a CUP and clarify which schools are permitted in industrial districts.

BACKGROUND

The City is experiencing an increasing demand for charter schools. The Planning Coordinator has noted the need for clarification zoning regulations related to schools in commercial and industrial zoning districts.

The Cannon Valley Special Educational Cooperative has leased space at the Faribo West Mall for use as a multi-district special education cooperative in the former JC Penny's space. The School District is operating the Alternative Learning Center on 1st Avenue NW in the Light Industrial District. Additionally, The City has received an application for zoning approval for a K-12 Charter School at Town Square.

For these reasons, it is recommended that a zoning text amendment to allow K-12 schools in commercial districts with a CUP and clarify school uses in commercial and industrial districts.

The text amendment includes definitions for K-12 schools; Colleges and Universities; and, Business and Vocational Schools. Currently these uses are not defined in the ordinances. The text amendment also includes development standards for schools in commercial districts. The current ordinance has development standards specific to Residential Districts only.

Requested Action

Hold a public hearing, approve findings in support of the proposed zoning text amendment and make the appropriate recommendations for City Council approval.



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-026 Approve a Conditional Use
Permit for a K-12 Charter School in Faribo Town
Square at 201 Lyndale Avenue South

Background:

Jonathan Starr, representing Surad Academy (the "Applicant"), requested approval of a conditional use permit (CUP) for a K-12 charter school at Faribo Town Square, 201 Lyndale Avenue S. The City is processing the Applicant's request concurrently with the proposed Ordinance 2023-1, which would allow K-12 schools in specified commercial districts with the issuance of a conditional use permit. Presuming the City Council approves the first reading of Ordinance 2023-1, Council approval of the requested conditional use permit would not be effective until the Council approves the second reading of the ordinance and publishes the ordinance.

The school plans to start with roughly 120 students in grades K-4 and grow one class per year to K-12. They intend to accommodate up to 250 students eventually. Initially, the school intends to lease 8,375 square feet in Faribo Town Square and lease additional space as student enrollment increases. Refer to Exhibit B in the attached Resolution 2023-026 for the school's concept plans.

The Planning Commission held a public hearing on February 6, 2023, to consider the Applicant's request for a conditional use permit. No one from the public provided comments. By a vote of 6-0, the Planning Commission recommended that the City Council approve the Applicant's requested conditional use permit based on the Planning Commission's written findings and conditions included in Resolution 2023-026.

Recommendation:

Approve Resolution 2023-026.

Attachments:

1. Resolution 2023-026 Approve a Conditional Use Permit for a K-12 Charter School in Faribo Town Square at 201 Lyndale Avenue South
2. Planning Commission Memo-Surad Academy CUP application

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-026

APPROVE A CONDITIONAL USE PERMIT FOR A K-12 CHARTER SCHOOL IN FARIBO TOWN SQUARE AT 201 LYNDAL AVENUE SOUTH

WHEREAS, Jonathan Starr, representing Surad Academy (the "Applicant"), with the consent of the NJA Properties LLC (the "Owner"), has requested a conditional use permit for a K-12 charter school in Faribo Town Square at 201 Lyndale Avenue South, legally described in Exhibit A of this resolution; and

WHEREAS, Surad Academy is a charter school authorized by Novation Education Opportunities and approved by the Minnesota Department of Education for opening in the Fall of 2023; and

WHEREAS, the subject property is zoned C-2, Highway Commercial District; and

WHEREAS, concurrent with this application, the City is considering a text amendment to the Unified Development Ordinance to allow K-12 Schools in specified commercial districts with an approved conditional use permit (CUP); and

WHEREAS, the Development Review Committee and the Planning Commission recommended approval of the proposed zoning text amendment, and the City Council approved the first reading of the ordinance amendment; and

WHEREAS, the Planning Commission, on February 6, 2023, following proper notice, held a public hearing regarding the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit request based on the following written findings:

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

Expanded Finding: The proposed K-12 charter school at the Faribo Town Square location is properly planned, and will be incorporated into the site in a manner consistent with other uses in the building and will not be detrimental to the public health, safety, comfort, convenience, or general welfare.

- 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.**

Expanded Finding: The proposed K-12 charter school at the subject site will be similar to other uses in the building, will not be injurious to the use and enjoyment of other property in the vicinity, and will not impede the other permitted uses on and adjacent to the site.

- 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.**

Expanded Finding: The application will result in limited exterior improvements or modifications to the existing Faribo Town Square property. The proposed improvements and modifications will be compatible with the surrounding neighborhood.

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

Expanded Finding: The proposed K-12 charter school will not cause hazards or disturbing influences on neighboring properties.

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

Expanded Finding: The proposed K-12 charter school will be compatible with other uses in the building and will not diminish neighboring property values.

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.

Expanded Finding: Public sewer, water, and all other applicable municipal services serve the subject property.

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.

Expanded Finding: The proposed K-12 charter school will provide a service in the community and will not be detrimental to the community's economic welfare.

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.

Expanded Finding: The proposed conditional use permit includes a traffic circulation plan to minimize traffic congestion on the site and public streets surrounding the site. City Staff and the Owner's management consultant have reviewed the

plan and can monitor and require modifications to the plan if needed.

- 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.**

Expanded Finding: The proposed K-12 charter school will occupy a leased suite in an existing commercial building that is not historical. The proposed charter school will not adversely affect any feature of importance to the community.

- 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.**

Expanded Finding: The City's Land Use Plan guides the subject property for commercial / residential mixed use. The proposed K-12 charter school is consistent with this comprehensive plan designation.

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

Expanded Finding: The application meets the development standards for K-12 schools in commercial districts outlined in the proposed Ordinance 2023-1.

WHEREAS, the City Council held a public meeting on February 14, 2023, to consider the Applicant's conditional use permit request; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council concurs with the written findings of the Planning Commission and makes identical findings.

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

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit request to establish a K-12 charter school at Faribo Town Square, 201 Lyndale Avenue South subject to the conditions presented in Sections 2 and 3 of this resolution.

Section 2: Conditions Attached to the Approval of the Conditional Use Permit. The conditional use permit includes the following conditions:

1. The Applicant must install the approved fence and appropriate traffic circulation signage and surface painting in substantial conformance with the phase 1 plan in Exhibit B of this resolution.
2. The City's Development Review Committee (DRC) is authorized to approve minor amendments (as determined by the DRC) to this conditional use permit. Minor amendments may include a floor plan expansion of less than 5,000 square feet and refinements to the traffic plan and outdoor play space. Any major amendments to the conditional use permit (as determined by the DRC) will require a public hearing and a conditional use permit.
3. The materials and color of the proposed fencing must be compatible with the appearance and character of the existing building as determined by the property owner and Development Review Committee.
4. The proposed school must meet all required development conditions as listed in Section 7-30 of the City's Unified Development Ordinance.
5. If a loss of existing parking spaces associated with the proposed use creates a parking problem (as identified by the City's Development Review Committee), the Owner shall provide additional parking spaces elsewhere in the development as approved by the City.

6. Before beginning the necessary remodeling in the building, the Applicant, with the Owner's approval, must obtain all required building permits, and other applicable permits and licenses.
7. This conditional use permit will automatically be voided if development associated with the proposed school has not been completed within one (1) year of the approval of the conditional use permit unless the City Council has granted a petition for a time extension. The Applicant or Owner must submit a written request for extension at least thirty (30) days before the expiration of the conditional use permit and must state facts showing a good faith effort to complete work permitted under the original approval.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or

change from current ownership. The Applicant and Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.

6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 4. Findings and Incorporation of Recitals and Exhibits.

Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution shall be effective upon passage and publication of Ordinance 2023-1, which approves a zoning text amendment to allow K-12 schools in certain commercial zoning districts.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

Legal Description (page 1 of 4)

PARCEL 1:

All those parts of Lot 24, Lot 25 and Lot 31 in the State Subdivision of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows, to-wit:

Beginning at a point in the East line of Lot 31, 403.70 feet Northerly from the Southeast corner of said Lot 31; thence Northerly along said East line of Lot 31 (for purposes of the description said East line of Lot 31 assumed North 0 degrees 00 minutes 00 seconds), 160.00 feet; thence South 89 degrees 36 minutes 10 seconds West, along a line parallel to and 100.00 feet Southerly from the North line of said Lot 31 and the South line of said Lot 25, 200.00 feet; thence North 0 degrees 00 minutes 00 seconds, 100.00 feet to a point in said North line of Lot 31 and South line of Lot 25; thence South 89 degrees 36 minutes 10 seconds West, along said North line of Lot 31 and South line of Lot 25, 35.00 feet; thence North 0 degrees 00 minutes 00 seconds parallel with the East line of Lot 25, 510.52 feet; thence South 89 degrees 48 minutes 10 seconds West parallel with the North line of said Lot 25, 131.00 feet; thence North 0 degrees 02 minutes 00 seconds West, parallel with the West line of said Lot 25 and the East line of Lot 24, 150.00 feet; thence South 89 degrees 48 minutes 10 seconds West, along said North line of Lot 25, 50.00 feet to a point 244.69 feet Easterly from the Northwest corner of said Lot 25; thence South 0 degrees 02 minutes 00 seconds East, parallel with the said West line of Lot 25 and the East line of Lot 24, 150.00 feet; thence South 89 degrees 48 minutes 10 seconds West, parallel with the said North line of Lot 25, 151.61 feet to a point in the Southeasterly right of way line of Minnesota Trunk Highway 65; thence Southwesterly along said Southeasterly right of way line, on a curved course, as the same is set forth in the Final Certificate for said highway and recorded in the office of the Register of Deeds, in and for Rice County, Minnesota in Book 213 of Deeds on Pages 383 through 418, an arc distance of 475.34 feet; thence continuing along said right of way line, on tangent, South 15 degrees 49 minutes 40 seconds West, 193.15 feet; thence North 90 degrees 00 minutes 00 seconds East, 125.00 feet; thence South 0 degrees 00 minutes 00 seconds 125.00 feet; thence North 90 degrees 00 minutes 00 seconds East 635.21 feet to the point of beginning, and situate in Rice County, Minnesota.

EXCEPTING THEREFROM the following described parcels, to-wit:

PARCEL A:

Part of Lot 31, in the State Subdivision of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows:

Beginning at a point in the East line of said Lot 31 (for purposes of this description bearings are assumed and based on said East line being North 0 degrees 00 minutes 00 seconds), a distance of 403.70 feet Northerly from the Southeast corner of said Lot 31; thence North 90 degrees 00 minutes 00 seconds West, 383.54 feet; thence Northwesterly, along a curve, concave Northeasterly (curve data: radius = 347.06 feet; delta angle = 43 degrees 00 minutes 00 seconds; chord bearing and distance = North 68 degrees 30 minutes 00 seconds West, 254.39 feet), an arc distance of 260.46 feet; thence Northwesterly, along a curve, concave Southwesterly (curve data: radius 281 .07 feet; delta angle = 4 degrees 02 minutes 44 seconds; chord bearing and distance = North 49 degrees 01 minutes 22 seconds West, 19.84 feet), an arc distance of 19.85 feet; thence North 0 degrees 00 minutes 00 seconds West, 18.75 feet; thence North 90 degrees 00 minutes 00 seconds West, 26.12 feet; thence Northwesterly, along a curve, concave Southwesterly (curve data: radius = 281 .07 feet; delta angle = 9 degrees 23 minutes 45 seconds; chord bearing and distance = North, 62 degrees 18 minutes 08 seconds West, 46.04 feet), an arc distance of 46.09 feet; thence North 67 degrees 00 minutes 00 seconds West, 50.47 feet to a point in the Southeasterly right of way line of County State Aid Highway 48; thence North 15 degrees 49 minutes 40 seconds East, along said Highway 48 right of way line 66.52 feet; thence South 67 degrees 00 minutes 00 seconds East, 58.77 feet; thence Southeasterly, along a curve, concave Southwesterly (curve data: radius 347.07 feet; delta angle = 20 degrees 00 minutes 00 seconds; chord bearing and distance South 57 degrees 00 minutes 00 seconds East, 120.54 feet), an arc distance of 121 .15 feet; thence Southeasterly, along a curve, concave Northeasterly (curve data: radius 281 .06 feet; delta angle = 43 degrees 00 minutes 00 seconds; chord bearing and distance South 63 degrees 30 minutes 00 seconds East, 206.01 feet), an arc distance of 210.93 feet; thence North 90 degrees 00 minutes 00 seconds East, 383.54 feet to a point in said East line of Lot 31; thence South 0 degrees 00 minutes 00 seconds, a distance of 66.00 feet to said point of beginning.

Legal Description (page 2 of 4)

(continued)

AND

PARCEL B:

Part of Lot 31, in the State Subdivision of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows:

Beginning at the Southeast corner of said Lot 31; thence North 0 degrees 00 minutes 00 seconds along the East line of said Lot 31 (for purposes of this description bearings are assumed and based on said East line being North 0 degrees 00 minutes 00 seconds), a distance of 403.70 feet; thence North 90 degrees 00 minutes 00 seconds West, 383.54 feet to the true point of beginning of the parcel to be herein described; thence North 90 degrees 00 minutes 00 seconds West, 251.67 feet; thence North 0 degrees 00 minutes 00 seconds, a distance of 106.25 feet; thence Southeasterly along a curve, concave Southwesterly (curve data: radius = 281.07 feet; delta angle = 4 degrees 02 minutes 44 seconds; chord bearing and distance = South 49 degrees 01 minutes 22 seconds East, 19.84 feet), an arc distance of 19.85 feet; thence Southeasterly, along a curve, concave Northeasterly (curve data: radius = 347.06 feet; delta angle = 43 degrees 00 minutes 00 seconds; chord bearing and distance = South 68 degrees 30 minutes 00 seconds East, 254.39 feet), an arc distance of 260.46 feet to said point of beginning.

AND

PARCEL C:

Part of Lot 31, in the State Subdivision of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows:

Beginning at the Southeast corner of said Lot 31; thence North 0 degrees 00 minutes 00 seconds along the East line of said Lot 31 (for purposes of this description bearings are assumed and based on said East line being North 0 degrees 00 minutes 00 seconds), a distance of 403.70 feet; thence North 90 degrees 00 minutes 00 seconds West, 635.21 feet; thence North 0 degrees 00 minutes 00 seconds, a distance of 125.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 26.12 feet to the true point of beginning of the parcel to be herein described; thence North 90 degrees 00 minutes 00 seconds West, 98.88 feet to a point in the Southeasterly right of way line of County State Aid Highway 48; thence North 15 degrees 49 minutes 40 seconds East, along said Highway 48 right of way line, 42.74 feet; thence South 67 degrees 00 minutes 00 seconds East, 50.47 feet; thence Southeasterly along a curve, concave Southwesterly (curve data: radius = 281.07 feet; delta angle = 9 degrees 23 minutes 45 seconds; chord bearing and distance = South 62 degrees 18 minutes 08 seconds East, 46.04 feet), an arc distance of 46.09 feet to said true point of beginning.

AND

PARCEL D:

Part of Lot 25 in the State Subdivision of Section 36, Township 110 North, Range 21 West of the 5th Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows:

Beginning at a point in the North line of said Lot 25, a distance of 244.69 feet Easterly from the Northwest corner of said Lot 25; thence Southerly parallel with the West line of said Lot 25, a distance of 150.00 feet; thence Westerly, parallel with said North line of Lot 25 to a point in the Southeasterly right-of-way line of the former Minnesota Trunk Highway 65, now County State Aid Highway 48; thence Southwesterly along said right-of-way line on a curved course, as the same is set forth in the Final Certificate for said highway and recorded in the office of the Register of Deeds, in and for Rice County, Minnesota, in Book 213 of Deeds on pages 383 through 418 to a point in a line 170.00 feet Southerly from and parallel with said North line of Lot 25; thence Easterly along said parallel line to a point in a line 255.29 feet Easterly from and parallel with said West line of Lot 25; thence Northerly, parallel with said West line, a distance of 170.00 feet to a point in said North line of Lot 25; thence Westerly along said North line, 10.60 feet to said point of beginning; subject to Division Street over the Northerly side thereof.

PARCEL 2:

Legal Description (page 3 of 4)
(continued)

All that part of Lot 25, in the State Subdivision of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows, to wit: Beginning at the Southeast corner of said Lot 25; thence Northerly along the East line of said Lot 25, (for the purposes of this description, said East line of Lot 25 assumed North 0 degrees 00 minutes 00 seconds, 198.00 feet to the Northeast corner of the South 3 acres of said Lot 25; thence South 89 degrees 36 minutes 10 seconds West, along the North line of said South 3 acres, 165.00 feet to the true point of beginning of the parcel to be herein described; thence South 89 degrees 36 minutes 10 seconds West, 70.00 feet; thence North 0 degrees 00 minutes 00 seconds parallel with and 235.00 feet Westerly from the said East line of Lot 25, 312.52 feet, to a point 150.00 feet Southerly from the North line of said Lot 25; thence North 89 degrees 48 minutes 10 seconds East along a line parallel with and 150.00 feet Southerly from the said North line of Lot 25, 70.00 feet to a point 494.69 feet Easterly from the West line of said Lot 25; thence North 0 degrees 02 minutes 00 seconds West, along a line parallel with and 494.69 feet Easterly from the said West line of Lot 25, 51.00 feet; thence North 89 degrees 48 minutes 10 seconds East along a line parallel with and 99.00 feet Southerly from the said North line of Lot 25, 165.85 feet to a point in the said East line of Lot 25; thence South 0 degrees 00 minutes 00 seconds along the said East line of Lot 25, 165.00 feet; thence South 89 degrees 36 minutes 10 seconds West, along a line parallel with and 396.00 feet Northerly from the South line of said Lot 25, 165.00 feet; thence South 0 degrees 00 minutes 00 seconds along a line parallel with and 165.00 feet Westerly from the said East line of Lot 25, 198.00 feet to the true point of beginning; subject to right of way for Prairie Avenue over the most Easterly side thereof.

EXCEPTING THEREFROM the following described Parcel:

That part of Lot 25, in the State Subdivision of Section 36, Township 110 North, Range 21 West of the 5th Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the East line of said Lot 25, a distance of 396.00 feet Northerly of the Southeast corner thereof (for purposes of this description bearings are assumed and based on said East line being North 0 degrees 00 minutes 00 seconds); thence South 89 degrees 36 minutes 10 seconds West, parallel with the South line of said Lot 25, a distance of 165.00 feet to a point in a line 165.00 feet Westerly from and parallel with said East line of Lot 25; thence North 0 degrees 00 minutes 00 seconds, along said parallel line, 114.58 feet to a point in a line 150.00 feet Southerly from and parallel with the North line of said Lot 25; thence North 0 degrees 02 minutes 00 seconds West, along a line parallel with the West line of said Lot 25, a distance of 51.00 feet; thence North 89 degrees 48 minutes 10 seconds East, along a line 99.00 feet Southerly from and parallel with said North line of Lot 25, a distance of 165.03 feet to a point in said East line of Lot 25; thence Southerly along said East line 165.00 feet to said point of beginning; subject to Prairie Avenue over the Easterly side thereof.

PARCEL 3:

That part of Lot 25 in the State Subdivision of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the Southeast corner of said Lot 25; thence northerly along the East line of said Lot 25, a distance of 132.00 feet; thence westerly, parallel to the South line of said Lot 25, a distance of 165.00 feet to the point of beginning of the parcel to be herein described; thence continue westerly, parallel with said South line of Lot 25, a distance of 70.00 feet to a point in a line parallel with and 235.00 feet westerly from said East line of Lot 25; thence southerly along said parallel line 132.00 feet to a point in said South line of Lot 25; thence easterly along said South line, 70.00 feet; thence Northerly, parallel with said East line of Lot 25 a distance of 132.00 feet to said point of beginning.

Rice County, Minnesota
Abstract Property

PARCEL 4:

That part of Lot 15 in the State Subdivision of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the Southeast corner of said Lot 25; thence Northerly along the East line of said Lot 25, a

Legal Description (page 4 of 4)

(continued)

distance of 132.00 feet; thence Westerly, parallel to the South line of said Lot 25, a distance of 165.00 feet to the point of beginning of the parcel to be herein described; thence continue Westerly, parallel with said South line of Lot 25, a distance of 70.00 feet to a point in a line parallel with and 235.00 feet Westerly from said East line of Lot 25; thence Southerly along said parallel line 132.00 feet to a point in said South line of Lot 25; thence Easterly along said South line 70.00 feet; thence Northerly, parallel with said East line of Lot 25 a distance of 132.00 feet to said point of beginning.

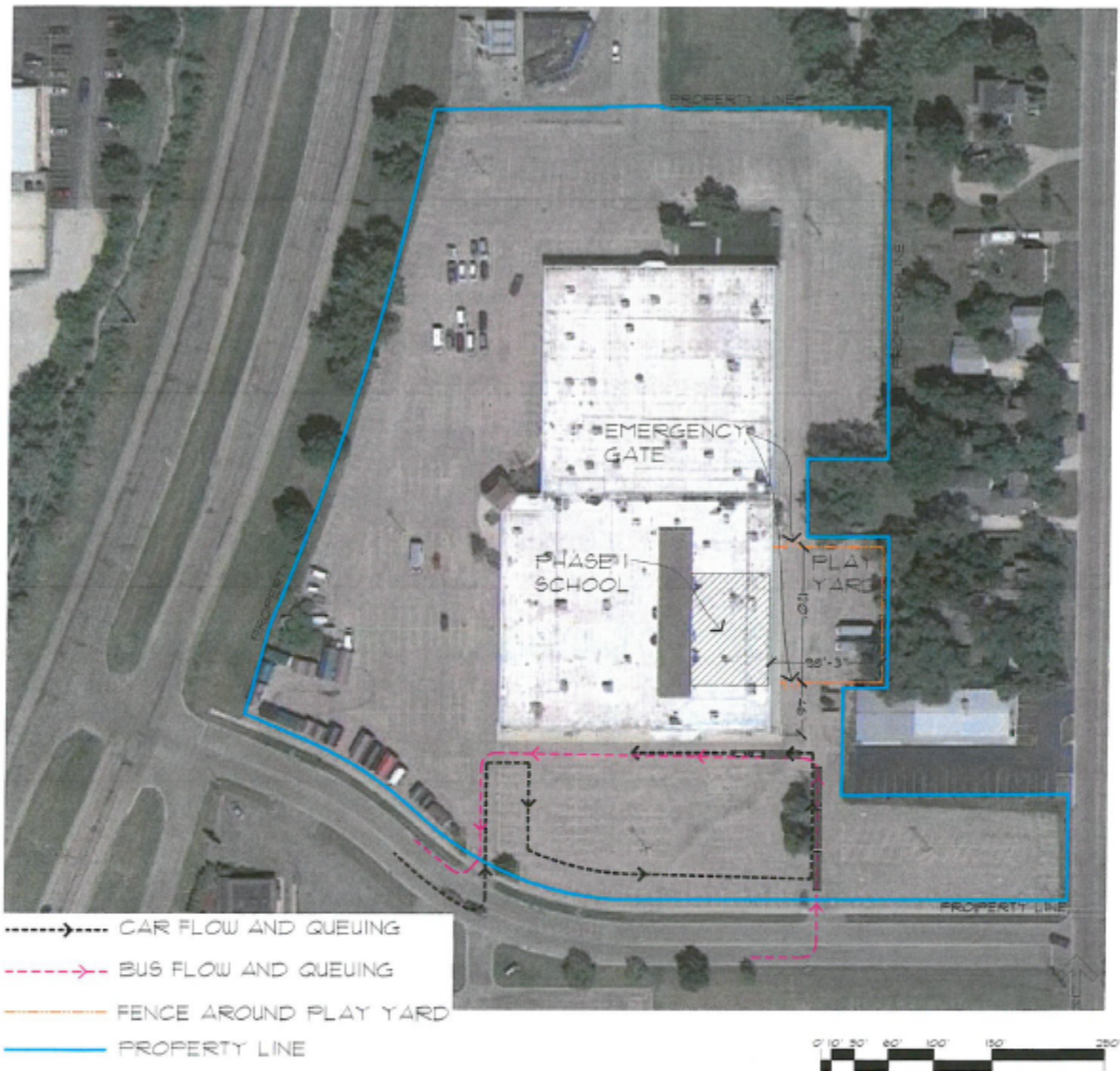
PARCEL 5:

All that part of Lot 25 in the State Subdivision of the Southeast Quarter of Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows, to-wit:

Beginning at a point 344.69 feet East of the Northwest corner of said Lot 25; thence South parallel with the West line of said Lot 150 feet; thence East 50 feet; thence North parallel with the West line of said Lot 150 feet; thence West 50 feet to the place of beginning; subject to the easement of Division Street over the North side thereof.

Rice County, Minnesota
Abstract Property

Exhibit B
Site Plan / Traffic Circulation Plan



1
A1
PROPOSED SITE PLAN
SCALE: N.T.S.


Winther-Johnson-Robinson
Architects-Designers
8175-B Lewis Road
Golden Valley, Minnesota 55427
Phone: 763-398-0452
Fax: 763-398-0455

SURAD PROPOSED SITE PLAN
201 SOUTH LYNDALE AVE, FARIBAULT, MN 55021

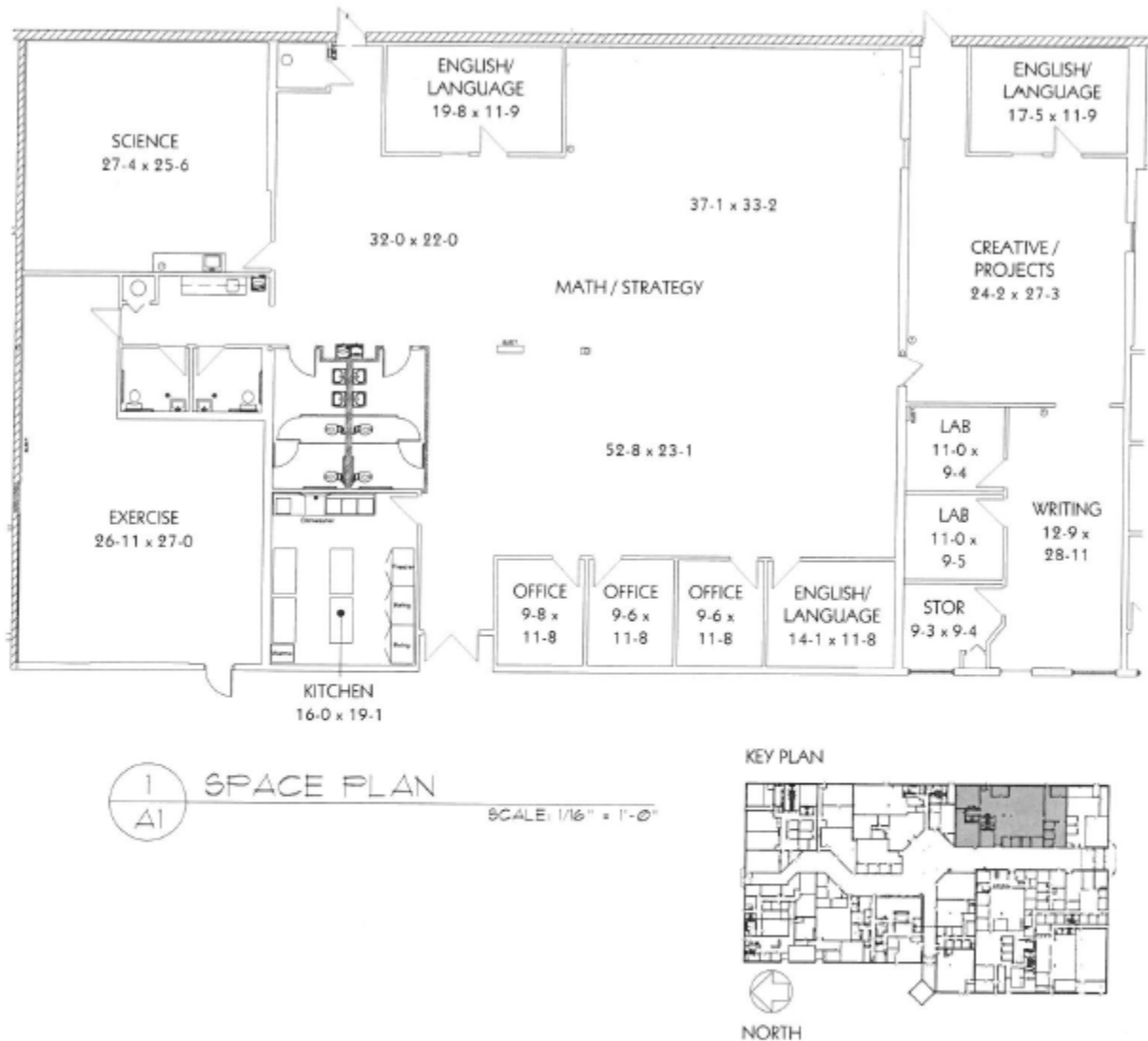
Origination Date:	12-29-22	Drawn By:	ANS	Approval:	RFR
Issues & Revisions:		Project No.:	22-562.03A		
		Scale:	As Noted		

A1

OF 1

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Concept Interior Plan




Winther-Johnson-Robinson
Architects+Designers
8175 S Lewis Road
Golden Valley, Minnesota 55427
Phone: 763.398.0458
Fax: 763.398.0453

SURAD SPACE PLAN 201 SOUTH LYNDALE AVE, FARIBAUT, MN 55021

Origination Date:	12-23-22	Drawn By:	KNJ	Approval:	RFR
Issues & Revisions:		Project No.:	22-562.02		
REV.	12-27-22	Scale:	As Noted		

A1

OF 2

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Request for Planning Commission Action

TO: Planning Commission
FROM: Peter Waldock, AICP Planning & Zoning Coordinator
MEETING DATE: February 6, 2023
SUBJECT: Application for a Conditional Use Permit for a K-12 Charter School at Town Square, 201 Lyndale Avenue S

BACKGROUND

Jonathan Starr representing Surad Academy, a new charter school sponsored by Novation Education Opportunities and approved by the Minnesota Department of Education, has applied for a Conditional Use Permit (CUP) for a K-12 Charter School at Towns Square, 201 Lyndale Avenue S. The application is being processed concurrently with a zoning text amendment to allow K-12 schools as a conditional use in certain commercial districts.

The applicants plan to start with grades K-4 and grow one class per year to K-12. The school will have up to 250 students after full growth. They plan to lease an 8,375 SF space on the southeast area of Towns Square Center. More leased space will be added when available as needed when the school grows. A layout plan is provided with the application materials.

There will be 15 staff members to start. This number will grow as enrollment at the school increases. Normal school hours are 8:00 am to 3:00 pm with student arrival and departure before and after those hours. After school programming for a smaller number of students will continue to about 6:00 pm.

The school will have a fenced and gated outdoor activity/play area on the east side of the building. The main entrance to the school will be on the east side of the building. Parent and bus drop-off and pick-up will occur at the southeast corner of the building. Queuing for both buses and cars will occur on site using two parking entrances/exits on Towns Square Lane. Please refer the attached site plan included with this application.

DISCUSSION / ANALYSIS

Comprehensive Plan. The Town Square property is guided for commercial / residential mixed uses in the City's 2040 comprehensive plan.

Zoning District. The current zoning at the site is C-2, Highway Commercial District. The site is not located in any overlay zoning districts. A zoning text amendment has been proposed to allow K-12 Schools in this district with a CUP.

Surrounding Uses. Uses adjoining Town Square include residential uses and a commercial hair salon and spa to the east; outdoor display of sheds for sale

onsite is to the southeast; a funeral home and office uses are to the south across Town Square Lane from the subject site; and, a pizza restaurant is across Lyndale Avenue from the site.

Parking and Traffic Circulation. The applicants have provided a circulation plan for buses and parents dropping off students at the site. The plan circulates in a counter clockwise manner, with buses entering at the east entrance/exit on Town Square Lane and arriving/departing students will stage at the southeast corner of the building, then exit along a marked route, through the parking lot to the west entrance/exit on Town Square Lane. The applicants anticipate that up to 4 buses will be needed for this school at full enrollment. The site has sufficient room for onsite bus and parent's cars staging without waiting on the public right of way. There is sufficient parking available on site for this use.

Outdoor Play-yard area. The proposal includes fenced play-yard in the rear area of the building. The play-yard will have building access to the space leased by the school. This area is paved currently for parking spaces. There are no plans to remove the pavement for the play space. No playground equipment is specified in the application plans.

Duration. Although there is no specified lease duration in this application, the State of Minnesota requires charter schools to lease property for five years prior to owning their own site. The CUP, if approved, is permanent and runs with the property not with the applicants.

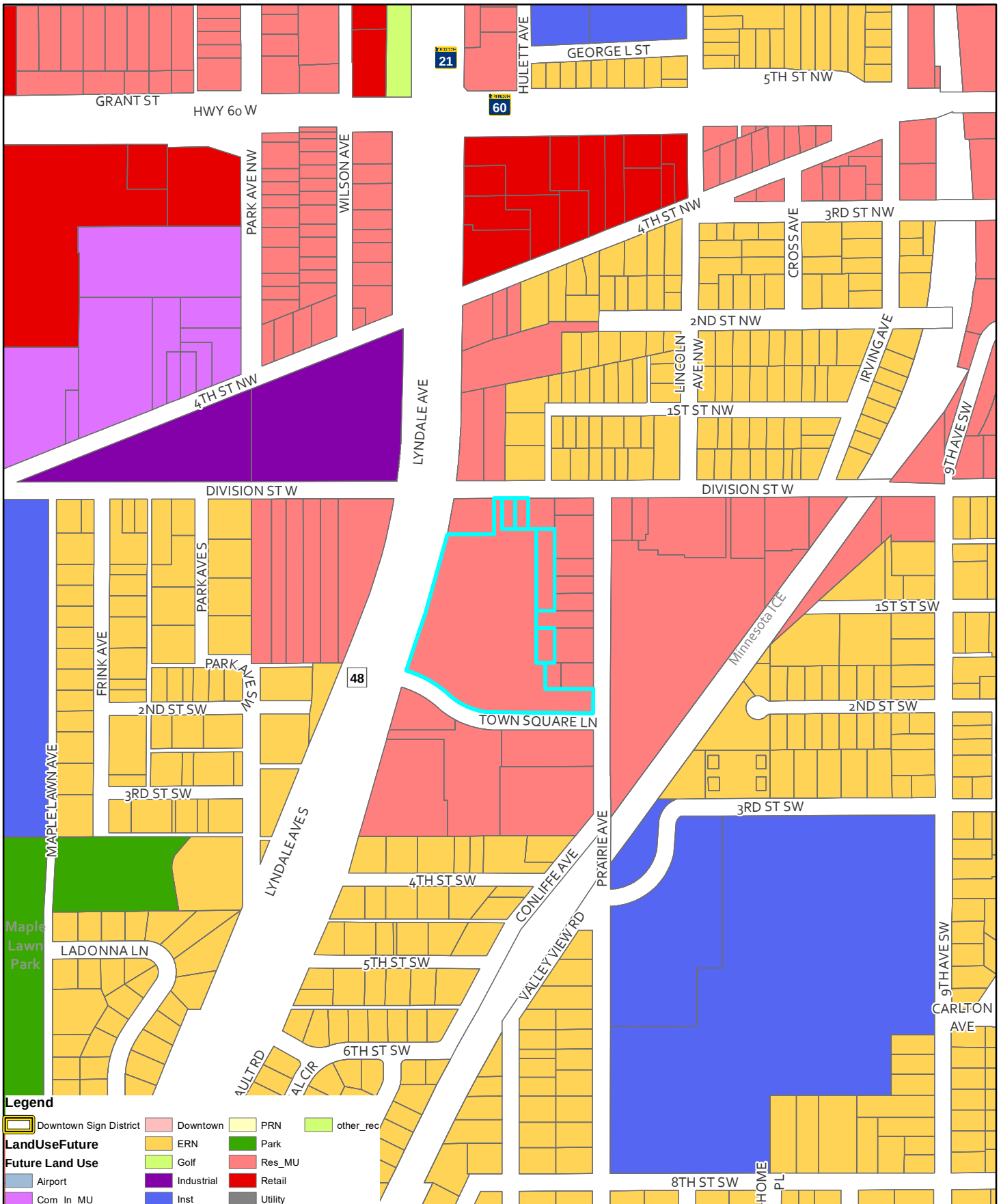
Development Review Committee. The Development Review Committee (DRC) considered this application at their meeting of January 24, 2023. The DRC discussed the outdoor play area placement, traffic circulation and parking demand for the use. They felt that this application could be processed concurrently with the necessary zoning text amendment needed to allow K-12 schools in commercial districts in order to assure timely consideration for the school to open in the fall of this year. The CUP resolution will not be effective until after passage and publication of ordinance for the text amendment.

The DRC recommended approval with the conditions of approval listed in the proposed resolution for this application.

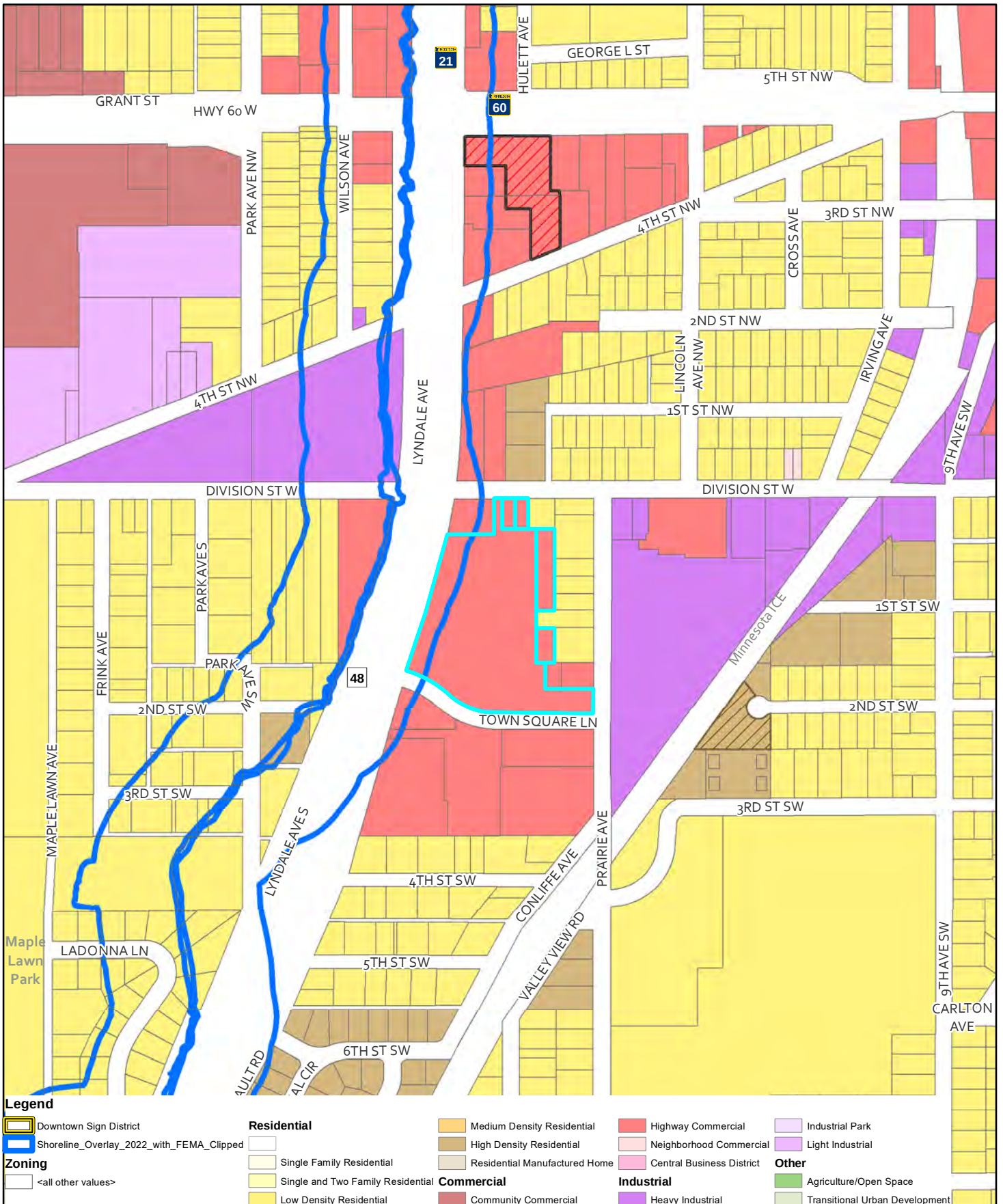
Requested Action

Hold a public hearing, approve findings in support of the proposed Conditional Use Permit and make the appropriate recommendations for City Council approval of the proposed Conditional Use Permit.

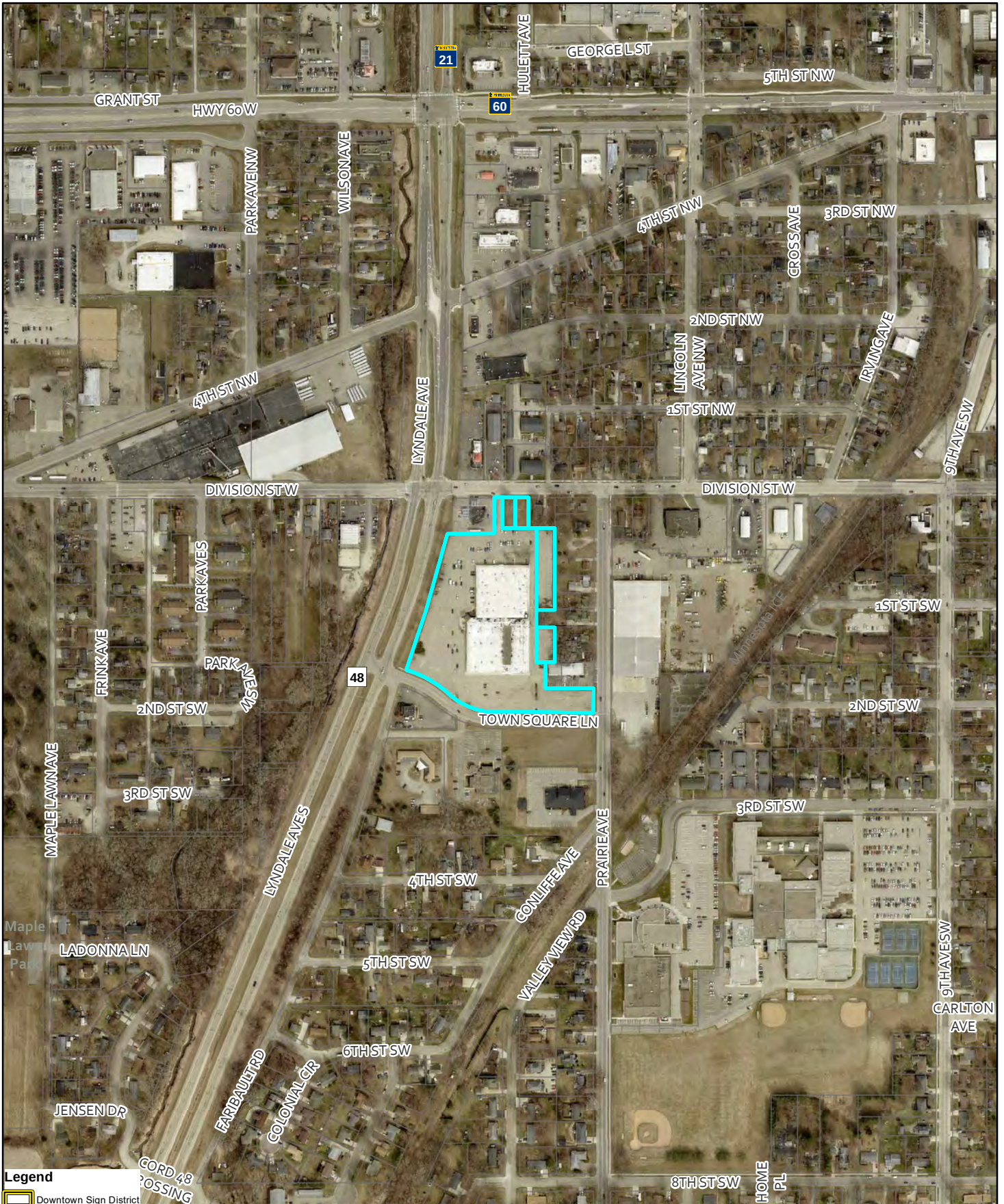
Comprehensive Plan - Town Square Site



Zoning Map - Town Square Site

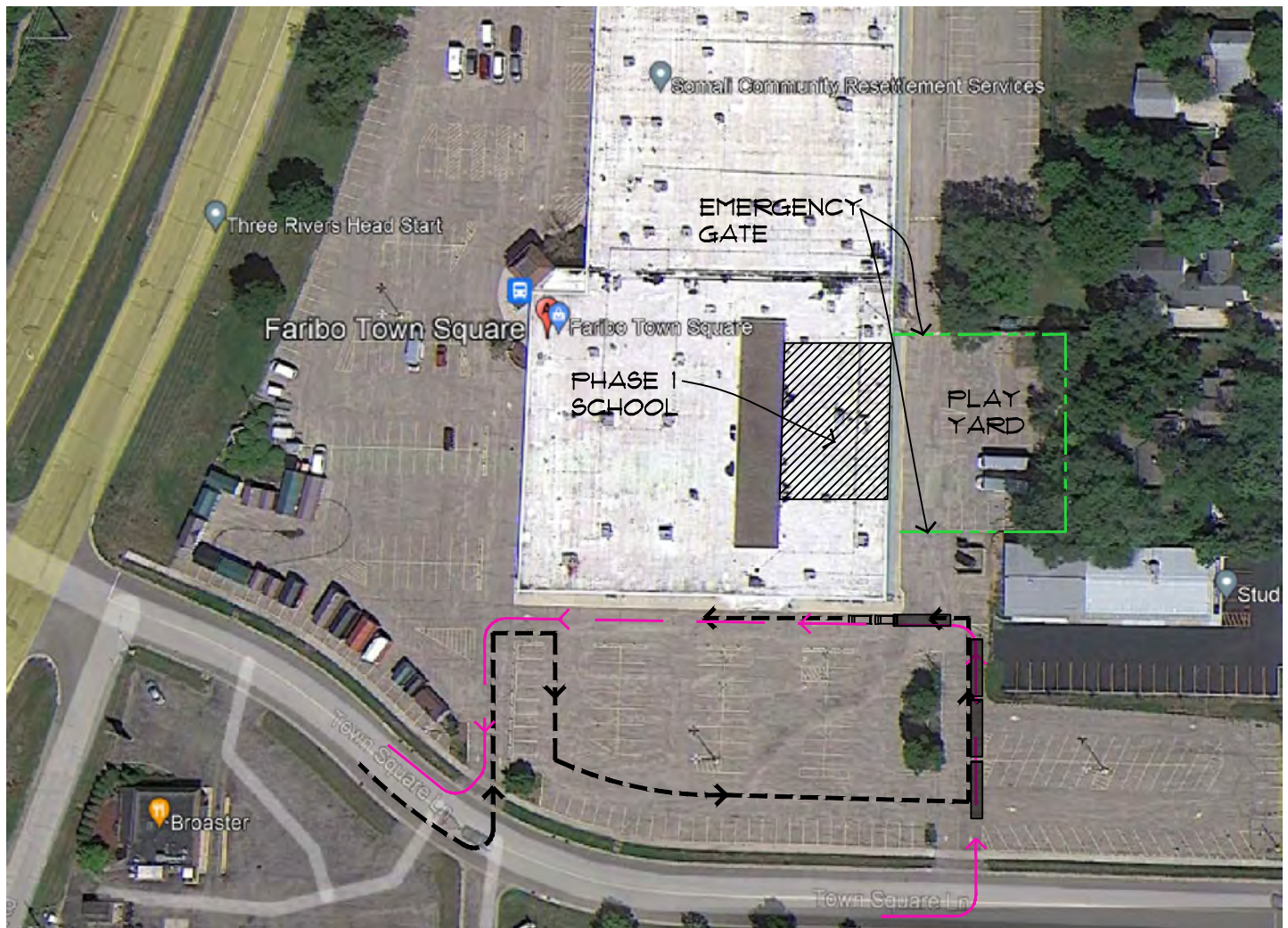


Town Square Site



Legend
 Downtown Sign District





- >--- CAR FLOW AND QUEUING
- >— BUS FLOW AND QUEUING
- FENCE AROUND PLAY YARD



Winther-Johnson-Robinson
Architects-Designers

8175-B Lewis Road
Golden Valley, Minnesota 55427
Phone: 763-398-0452
Fax: 763-398-0455

PROPOSED SITE FOR SURAD ACADEMY FARIBAULT TOWN SQUARE, FARIBAULT, MN

Origination Date:
Issues & Revisions:

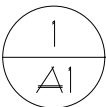
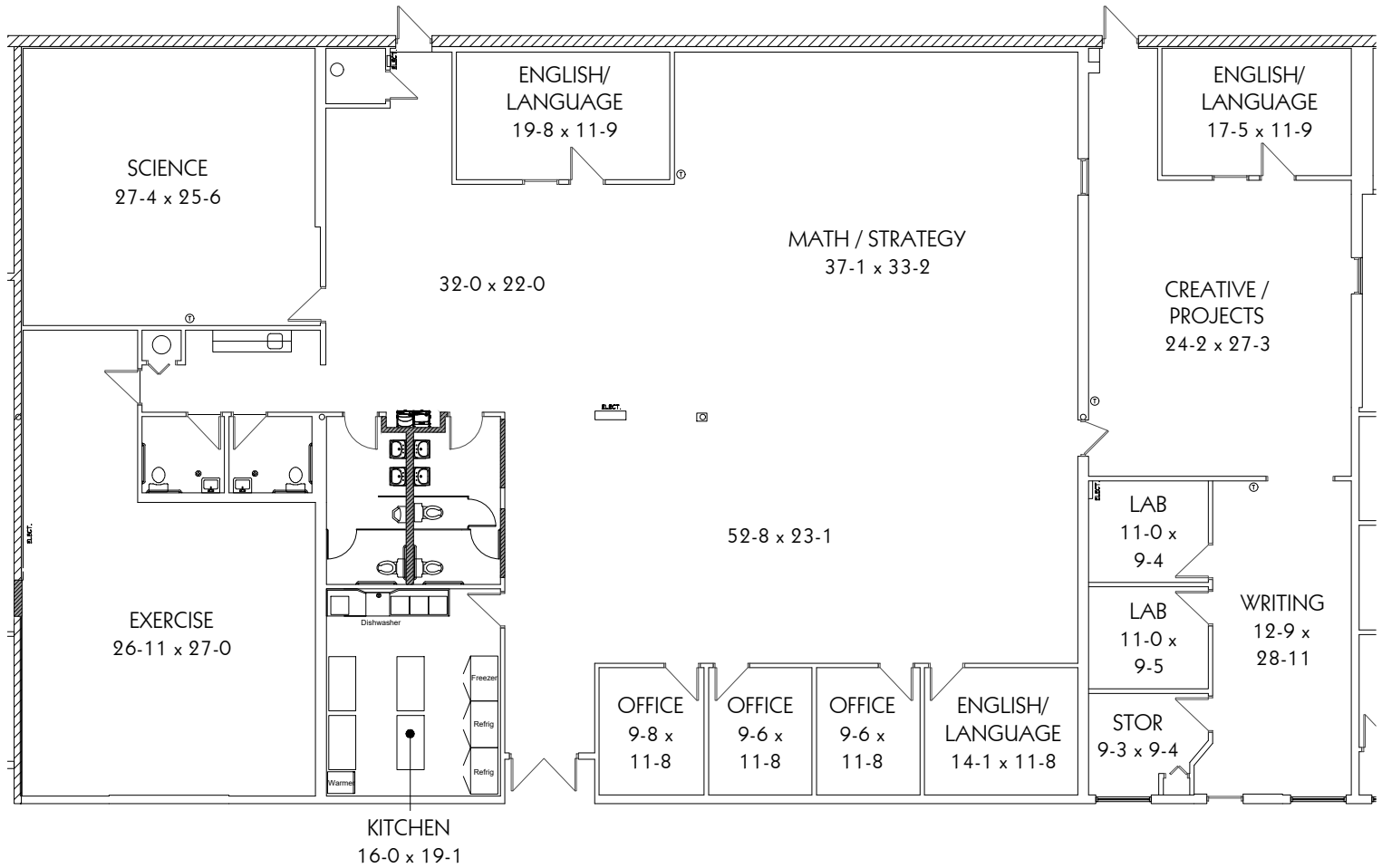
12-23-22

Drawn By: RFR
Project No.:
Scale:

Approval:
22.562.03A
NO SCALE

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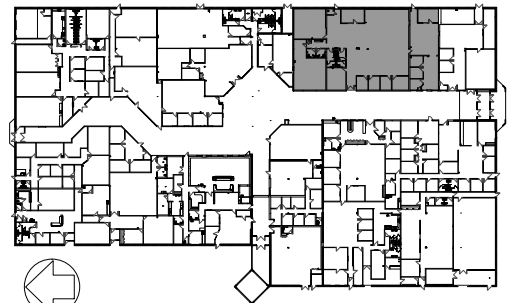
OF



SPACE PLAN

SCALE: 1/16" = 1'-0"

KEY PLAN



NORTH



Winther-Johnson-Robinson
Architects-Designers

8175-B Lewis Road
Golden Valley, Minnesota 55427
Phone: 763-398-0452
Fax: 763-398-0455

SURAD SPACE PLAN

201 SOUTH LYNDAL AVE, FARIBAUT, MN 55021

Origination Date: 12-23-22 Drawn By: KNJ Approval: RFR
Issues & Revisions: Project No.: 22-562.02
Scale: As Noted

A1

OF 1



Winther • Johnson • Robinson
Architects • Designers

SURAD ACADEMY CONDITIONAL USE PERMIT SUPPLEMENTAL INFORMATION

PROJECT DESCRIPTION:

This project is to take an existing space within Faribo Town Square and turn it into a charter school for K-12 students. This is a start-up school, so the initial student population will be K-4 with approximately 120 students taking approximately 8,374 sf of the Faribo Town Square. The school plans on growing by one class per year to 250 students in the next couple of years taking additional square footage as necessary and there is additional square footage available for this expansion. Infrastructure is based on the larger student count. Initially, there will be 15 staff growing as the student count grows. The school will operate under normal school hours of approximately 8:00 to 3:00 with drop-off and pickup on either side of the school day. There may be an extended stay program which will have a smaller number of students staying until later in the afternoon until around 6:00.

The attached site plan will illustrate where the school is planned within the building. The reason for the location within the building is available space but also easy access to a new playground which will be to the east of the building. There is an area to the east which is perfect for a playground because it is out of the way of the parking lot yet paved and immediately adjacent to the school itself. The adjacency allows for immediate access from classrooms directly to the playground. There will be a fence surrounding the playground and within the fence will be one gate each north and south of the yard to allow emergency vehicles access if ever required. Those are illustrated on the site plan. The makeup of the fence is still being determined but will be approximately 6' high and most likely a see-through material since privacy is not the concern but containment for the children is the main function of the fence. If there is a privacy concern from the neighbors to the east then the fence in that area will address those concerns.

The building ownership does not want to have the south building entrance blocked by vehicles while the students are arriving or departing for the day. To respect this request, the main entrance to the school will be along the east side of the building. As a result, the parent and bus drop-off and pickup will occur at the southeast corner of the building. Queuing will occur for both bus and cars on the property coming and going off Town Square Lane which is the street south of the property. The site plan shows both the access and queuing paths.

NEIGHBORHOOD COMPATIBILITY:

The surrounding neighborhood is a combination of commercial property to the west, south and north and residential immediately to the east. Just outside of this pocket of commercial is mostly a residential area. As a charter school the school is open to all students within the ages the school is teaching. The high school is about two blocks away and has proven this neighborhood is a good area for schools. Since most of the children will be either dropped off or bussed to the school the children could be coming

CUP Supplemental Information
Page 2 of 2

from all over the city. A school is typically seen as an asset to a community because it tends to bring the community together through educating the children. This school will be doing the same thing.

TRAFFIC IMPACT:

The roads and intersections surrounding Faribo Town Square have been designed to handle a larger volume of traffic as a result of the traffic a retail mall generally produces. This building is slowly changing away from a retail use and the daily traffic produced by the building is greatly reduced. While the traffic generated by a school is generally concentrated around the drop-off and pickup of students, the remainder of the day traffic is minimal. The concern we had was queuing of cars or buses during those times of heavier use. See the attached site plan which illustrates the traffic flow. This site is large enough to allow all queuing to occur on site so the most immediate road, Town Square Lane, does not experience a backup. Lyndale Avenue South is a major artery in Faribault and provides easy access to Town Square Lane which is the feeder street for the south end of Faribo Town Square. Many of the students will arrive by bus since the students for this school will be from all over the city and the school bus system in Faribault is designed around general pickup and transfer at a central location and then distribution to the respective schools. We anticipate as the school matures, they will use 4 buses. Parent cars have plenty of room to queue as they wait upon the buses to clear the drop-off area. The vehicles have two options to leave the site, go back to Town Square Lane or turn north when they arrive at the southwest corner of the building and leave the site by way of Division Street West which has a stop light at Lyndale Avenue South. Either way they go, the site acts as a buffer to entering general traffic.

WHY SHOULD THIS PROPOSAL BE APPROVED:

Charter schools are required by the State of Minnesota to lease property for a period of 5 years prior to owning property. As a result, charter schools are looking for buildings or in this case a portion of a building to start their school. A commercial property is a likely location for charters and this particular property is prime for this use because of the large amount of space, adequate parking, and possibilities for expanding as the school grows. As a result of the Surad Academy going into this location, it is taking an under-utilized property and putting a new and expanding use into the building. The impact of the school on the local community is positive because it is providing education to the children and potentially a gathering spot. All in all, we see this as a net positive for this location and building and ask for your approval to proceed.



PROPOSED SITE PLAN

SCALE: N.T.S.



Winther-Johnson-Robinson
Architects-Designers

8175-B Lewis Road
Golden Valley, Minnesota 55427

Phone: 763-398-0452
Fax: 763-398-0455

SURAD PROPOSED SITE PLAN

201 SOUTH LYNDAL AVE, FARIBAUT, MN 55021

Origination Date:
Issues & Revisions:

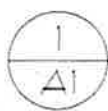
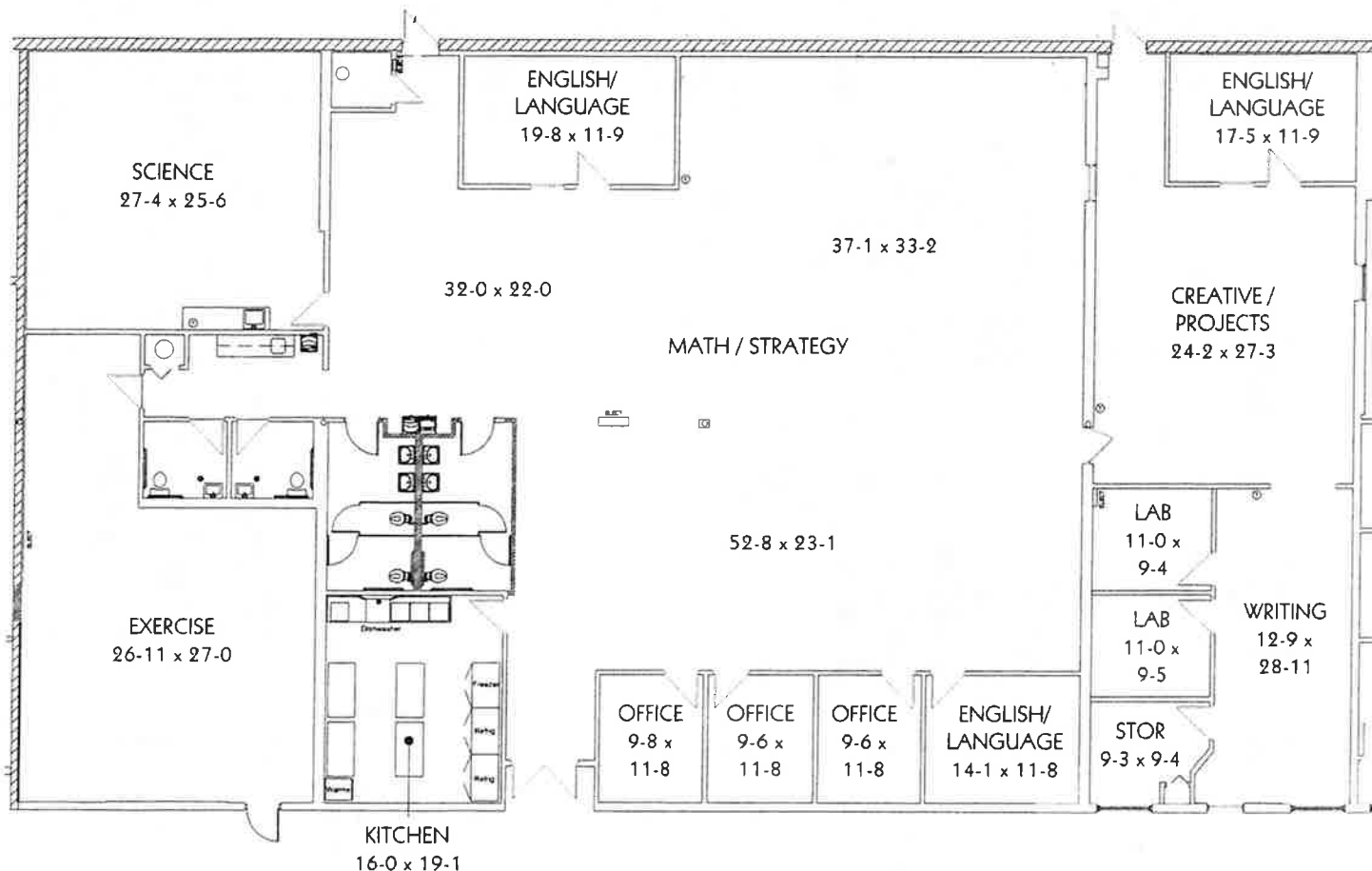
12-29-22

Drawn By: ANS
Project No.:
Scale:

Approval: RFR
22-562.03A
As Noted

A1

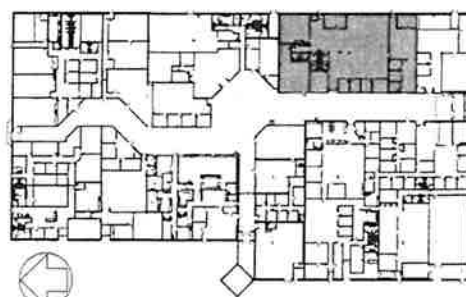
OF 1



SPACE PLAN

SCALE: 1/16" = 1'-0"

KEY PLAN



NORTH



Winther-Johnson-Robinson
Architects-Designers

8175-B Lewis Road
Golden Valley, Minnesota 55427
Phone 763-398-0452
Fax 763-398-0455

Origination Date:
Issues & Revisions:
REV.

12-23-22
12-27-22

Drawn By: KNJ
Project No.:
Scale:

Approval: RFR
22-562.02
As Noted

A1

OF 2

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Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-027 Approving Variances for Lot
Width, Parking Lot Setbacks and Driveway
Setbacks at the Cedar Lake Electric Site, 20700
Bagley Avenue

Background:

Barbara J. Valentyn Trust (the "Applicant" and the "Owner") has requested approval of variances related to a proposed plat of 430 Western Avenue South and 20700 Bagley Avenue (the "Property"), commonly known as the Cedar Lake Electric property. Before the Property was annexed to the City, the Applicant subdivided the Property into two tracts in Registered Land Survey No. 4. One tract includes the existing house at 430 Western Avenue. The other tract includes the existing Cedar Lake Electric use at 20700 Bagley Avenue, which does not have frontage on a public road. The proposed plat would allow the existing house and the existing commercial use to be on separate lots with their own frontage on a public road. However, the proposed plat requires a variance from the minimum commercial lot width standards and setback variances related to existing driveway and parking areas.

The Planning Commission held a public hearing on February 6, 2023, to consider the Applicant's variance requests. No one from the public provided comments. The Planning Commission noted that existing conditions and the County's approval of the Registered Land Survey No. 4 contributed to the need for the requested variances.

The Planning Commission, by a vote of 6-0, recommended that the City Council approve Resolution 2023-027 based on the findings in the resolution.

Recommendation:

Adopt Resolution 2023-027.

Attachments:

1. Resolution 2023-027 Approving Variances for Cedar Lake Electric Site at 20700 Bagley Ave
2. Planning Commission Memo re. Applications associated with CLE Addition

[Space above saved for County Recorder's stamp]

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-027

APPROVING VARIANCES FOR LOT WIDTH, PARKING LOT SETBACKS AND DRIVEWAY SETBACKS AT THE CEDAR LAKE ELECTRIC SITE, 20700 BAGLEY AVENUE

WHEREAS, Barbara and Jay Valentyn representing the Barbara J. Valentyn Trust (the "Owner") is requesting approval of an application for multiple variances associated with the CLE Addition subdivision plat related to prior development of property addressed as 20700 Bagley Avenue (hereinafter referred to as the "subject property") legally described in Exhibit A; and

WHEREAS, the subject property was developed prior to annexation to the City with Cedar Lake Electric's contractor's business with included several buildings, paved parking area and driveways; and

WHEREAS, the proprietor of Cedar Lake Electric built a single-family dwelling with an inground swimming pool and detached garage on what is now an adjoining parcel, that is located between the electrical business shop area and the public street limiting the space available for lot frontage width; and

WHEREAS, the owner wishes to subdivide the property as part of CLE Addition that separates the former proprietor's residence from the business lot and creates a new undeveloped commercial lot; and

WHEREAS, Section 11-100, Table 11.2, of the City's Unified

Development Ordinance requires properties in the C-3, Community Commercial District to have a minimum lot width of one-hundred (100) feet and setback for off-street parking and loading areas of five (5) feet adjoining non-residential uses and ten (10) feet from residential uses; and

WHEREAS, there is only sixty-five (65) feet of space available to the south of home site in order to maintain a proportional residential side yard for separation from the commercial parking area and driveway leading to the electrical contractor business west of the home; and

WHEREAS, the existing parking areas, and driveways serving the electrical contractor's business site were built at less than five (5) feet from the south property line and less than five (5) feet from the proposed rear property line of the adjoining residential lot (formerly the proprietor's residence); and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission pertaining to said requests, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 6th day of February, 2023, following proper notice, held a public hearing regarding the requests, and following said public hearing made findings and recommended that the City Council approve the requested variances; and

WHEREAS, following said public hearing, the Planning Commission recommended conditional approval of the requested variances based on the following findings as required by Section 2-460 of the City's Unified Development Ordinance:

1. The variance is in harmony with the general purposes and intent of the City's ordinances.

Expanded Finding: The variances in this case are necessary to address development prior to annexation. The variances will allow the owners to separate their home site from their former business site and therefore will meet the general purpose of the City ordinances to promote and protect property values in City the and each neighborhood.

2. The variance is consistent with the Comprehensive Plan.

Expanded Finding: Granting the requested variances will maintain current land uses, which fits in with the planned commercial / residential mixed uses guided by the Comprehensive Plan.

3. The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.

Expanded Finding: The subject property and the adjoining residential property were developed prior to this application and associated subdivision of the site and will not alter the existing uses there.

4. 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.

Expanded Finding: The subject property was developed prior to annexation and the development as not therefore required to follow City lot width, and setback standards which created circumstances which are rather unique in the City and were not the result of actions by the owner.

5. The variance does not alter the essential character of the neighborhood.

Expanded Finding: The variance applications will allow the existing development to continue as is and will not result in the alteration of essential character of the neighborhood.

6. The variance requested is the minimum variance, which would alleviate the practical difficulties.

Expanded Finding: The proposed lot width intended to provide proportional lot sizes and width of the existing home site

included in CLE Addition subdivision plat. The setback variances requested address existing paved surfaces that were installed prior to annexation into the City. For these reasons they are the minimum necessary under the circumstances.

7. Economic conditions alone do not constitute practical difficulties.

Expanded Finding: The variances are not attributed to economic conditions in this case.

WHEREAS, the City Council at a public meeting, on the 14th day of February, 2023, considered the request, the report to the Planning Commission, and the results of the public hearing, and concurred with all 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: Approval of the Requested Variances. The City Council hereby approves the requested variances from Sec. 11-100, Table 11.2 of the Unified Development Ordinance as follows:

1. Lot width of sixty-five (65) feet in the C-3 District where one-hundred (100) feet is the minimum lot width required.
2. Parking lot and driveway setback of less than four (4) feet from a residential lot lined where ten (10) feet is the minimum required.
3. Driveway setback of less than four (4) feet from the south property line of the subject property where five (5) feet is the minimum required.

Said approvals are based on the foregoing recitals, which are incorporated herein by reference, and which constitute the findings of the City Council, all of which are to protect the public's health, safety, and welfare.

Section 2. Conditions Attached to the Approval of the Variance. Approval of the requested variance includes the following conditions:

1. The owner must address the existing driveway encroachment onto property south of the subject property via an agreement with that owner or easement from the effected owner which allows the encroachment to continue. Absent such agreement or easement, the owner must remove the encroaching driveway surface from the adjacent parcel.
2. The owner shall provide the City with a copy of the encroachment agreement or easement or remove the encroaching material within one year of the date of this resolution.

Section 3. Compliance. The City Council authorizes the Mayor, City Administrator, City Staff, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

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

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

(Legal Description)

Lot 2, Block 1, CLE Addition, City of Faribault, Rice County, Minnesota.

Property Address: 20700 Bagley Avenue



Request for Planning Commission Action

TO: Planning Commission
FROM: Peter Waldock, AICP Planning & Zoning Coordinator
MEETING DATE: February 6, 2023
SUBJECT: Applications Associated with the CLE Addition at 430 Western Avenue S and 20700 Bagley Avenue

BACKGROUND

Matt Drevlow representing the property owner Barbara J. Valentyn Trust, is seeking approval of the following planning applications at 430 Western Avenue S and 20700 Bagley Avenue:

1. Preliminary and Final Plat approval of CLE Addition replatting two developed tracts and establishing a new commercial lot.
2. Setback variances for existing parking lots and driveway; and,
3. Rezoning from TUD, Transitional Urban Development District to R-1, Single Family Residential District for the existing home at 430 Western Avenue S, and C-3 Community Commercial District for the vacant Lot 3 proposed on the north side of the subdivision plat.

The existing Cedar Lake Electric shop and offices at 20700 Bagley Ave. was annexed in 2010 and zoned C-3 at the time of annexation. The home site at 430 Western Avenue S. was annexed to the City in 2003 in accordance with an annexation agreement dated in 1999 for that site.

DISCUSSION / ANALYSIS

Comprehensive Plan. The property is guided for commercial / residential mixed uses in the City's 2040 comprehensive plan.

Zoning District. The current zoning at the site is C-3, Community Commercial District on Tract B of Registered Land Survey No. 4 and TUD, Transitional Urban Development on Tract A. The site is not located in any overlay zoning districts.

Surrounding Uses. Surrounding uses adjoining this site include a C-3 District commercial use to the north at the corner of 4th Street NW and Western Avenue S. Also adjoining to the north are single family uses along the south side of 4th Street NW west of Western Avenue. The Lofts at Evergreen Knolls apartments are to east across Western Avenue S. Tilled farmland in unincorporated Rice County, adjoins the site to the south.

Subdivision. The site was divided into two tracts in 1997 in Registered Land Survey No. 4 that was approved by Rice County at the time. The County approved survey created a commercial tract without frontage on a public street. The City annexed tract B (commercial portion of the site) in 2010 as it exists today.

The subdivision application for CLE Addition replats both tracts from Registered Land Survey No. 4 to establish 65 feet of frontage on Western/Bagley Avenue for the Cedar Lake Electric site and establish a new lot for the existing residence and a new vacant commercial lot north of the residence. All lots will now have frontage on a public street. No development is proposed at this time for new commercial lot (Lot 3 of the subdivision plat).

Variances. The existing parking lots and driveway serving the existing Cedar Lake Electric shop were built prior to annexation and do not meet current City ordinance setback requirements from the existing and proposed lots lines. Also, the applicants are proposing a 65-foot frontage width for Lot 2 in order to provide a reasonable lot of proportions for the residential lot (Lot 1) and separation from the commercial parking lot and driveway serving Cedar Lake Electric. The application includes the following variance requests:

1. Lot width of 65 feet where 100 feet is required in the C-3 District.
2. Parking lot and driveway setback variances to allow the pavement to remain as built at less than 5 feet from the south lot line of proposed Lot 2, where a minimum setback of 5 feet is required. Portions of this driveway encroach across the south lot line which should be corrected, or otherwise addressed with an easement granted by neighboring owner, or by a private agreement between the two adjoining owners.
3. Parking lot setback of less than 4 feet along the west line of the Lot 1 of the proposed subdivision plat, where a 10-foot setback is required adjoining a residential use.

Rezoning Application. The owners are requesting that proposed Lot 1 of the subdivision plat (the existing single-family residence) be rezoned to R-1, Single Family Residential District similar to nearby single-family lots north of the site. Much of Lot 2 of the subdivision plat is already zoned C-3 following boundaries of Tract B of Registered Land Survey No. 4. Lot 2 will be zoned to include the C-3 District designation on the expanded lot area proposed with this CLE Addition subdivision plat. Lot 3 of CLE Addition will also be rezoned to C-3 Community Commercial District designation to match Lot 2 and match the adjoining commercial building at the corner of Western Avenue S and 4th Street NW.

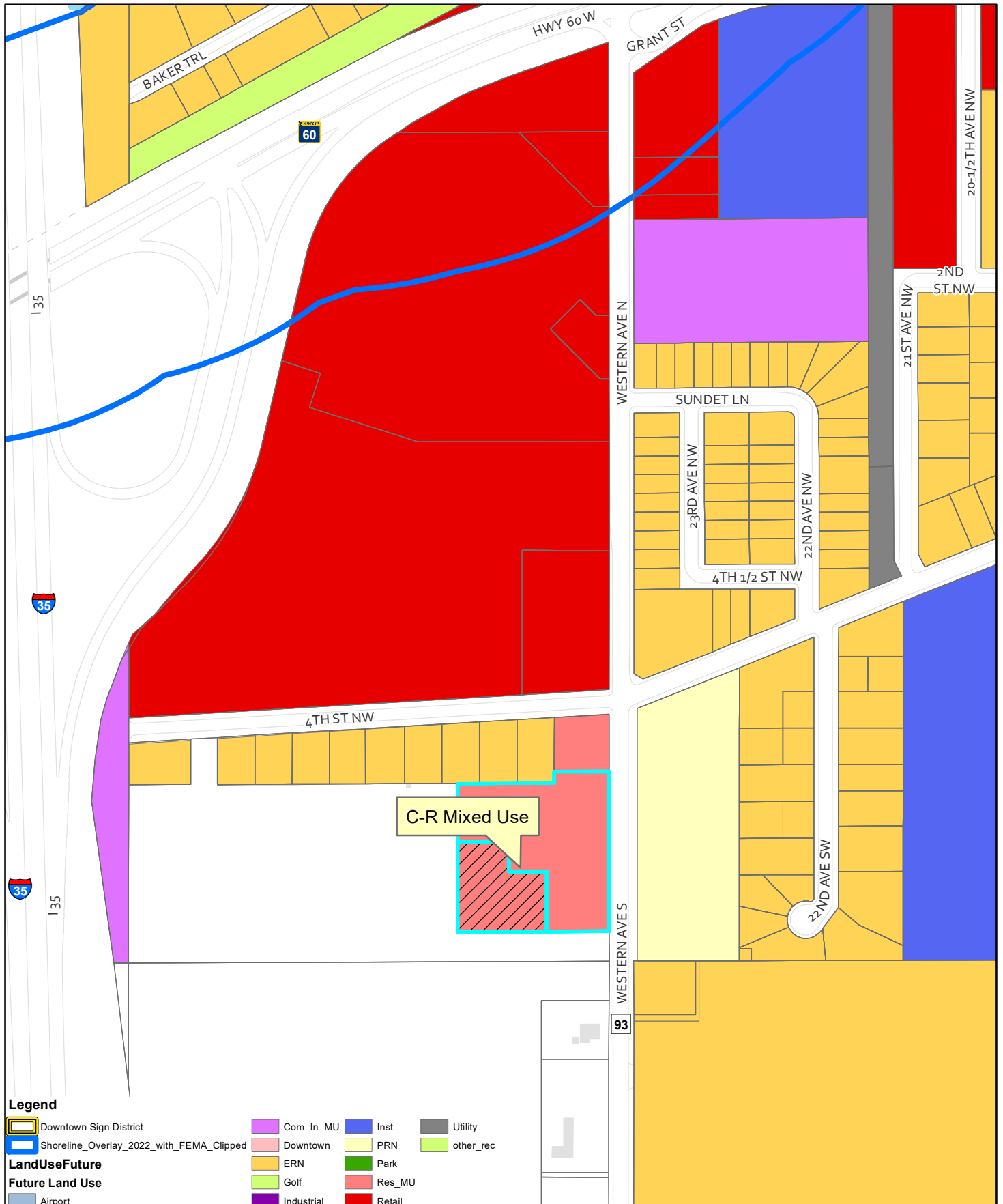
Development Review Committee. The Development Review Committee (DRC) considered this application at their meeting of January 24, 2023. The DRC discussed the applications. They noted the site was developed and subdivided prior to annexation creating a non-conforming situation with a commercial lot without public street frontage and setbacks for the driveway and parking lots built at less than 5 feet from the south line of the property. The DRC had no objections to the variances as they were a result of construction or a land division that occurred prior to annexation into the City limits.

The DRC recommended approval with the conditions of approval listed in the proposed resolutions for these applications.

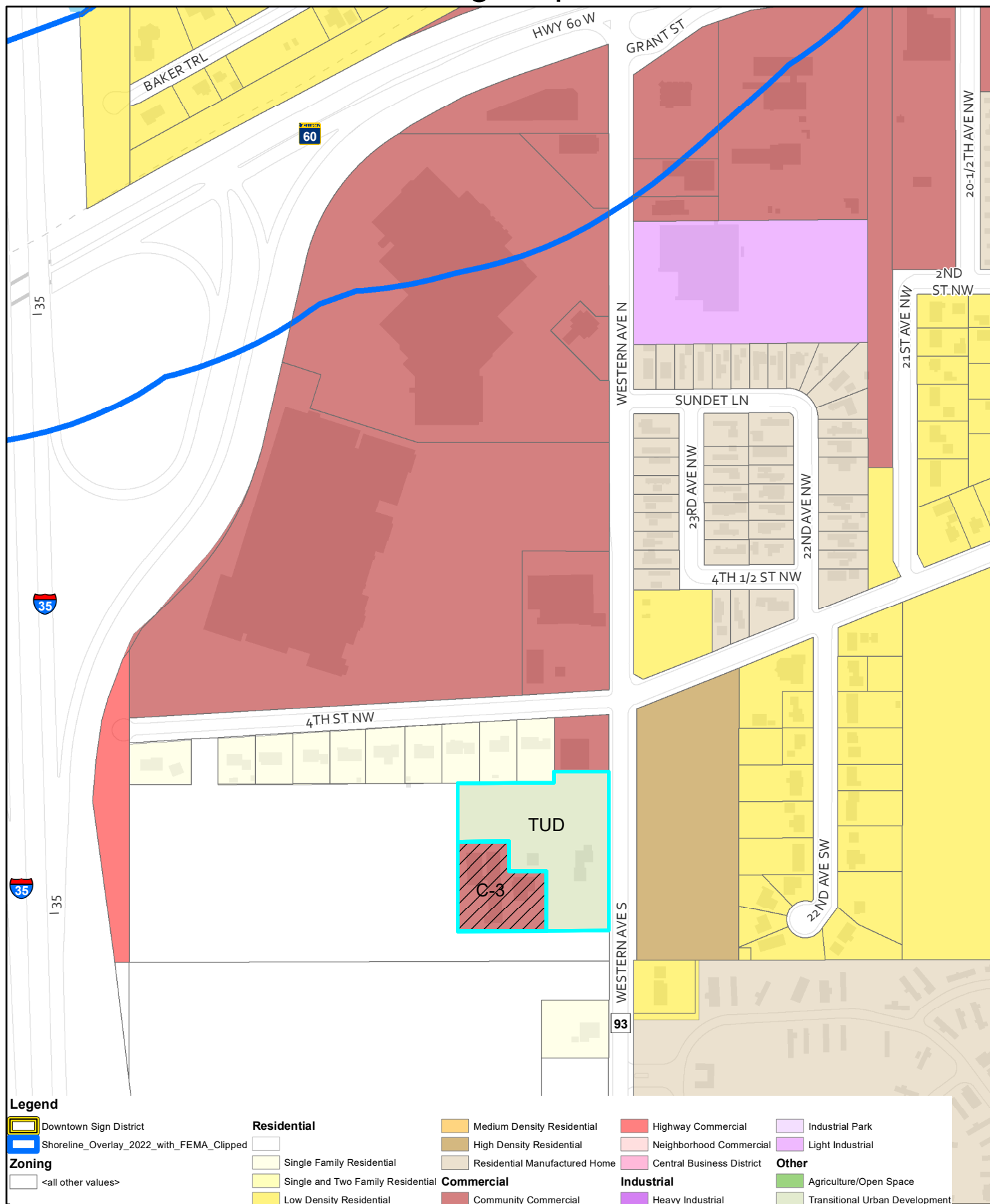
Requested Action

Approve findings in support of the proposed Rezoning Ordinance and the findings as listed in the Resolutions for approval of the requested variances and the Preliminary and Final Plat.

CLE Addition Comp Plan Map



CLE Addition Zoning Map





CLE Addition site 430 Western Ave. and 20700 Bagley Ave.

PRELIMINARY PLAT CLE ADDITION

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 110 NORTH, RANGE 21 WEST,
FARIBAULT, RICE COUNTY, MINNESOTA

LEGEND

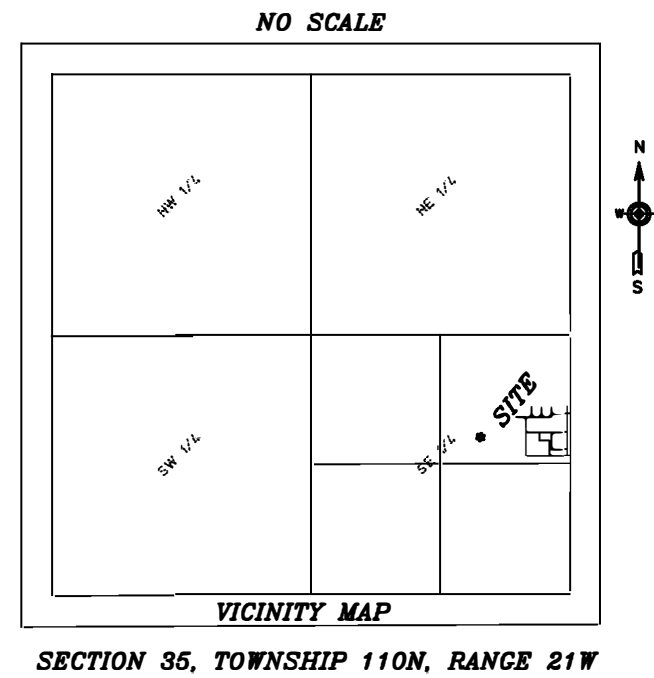
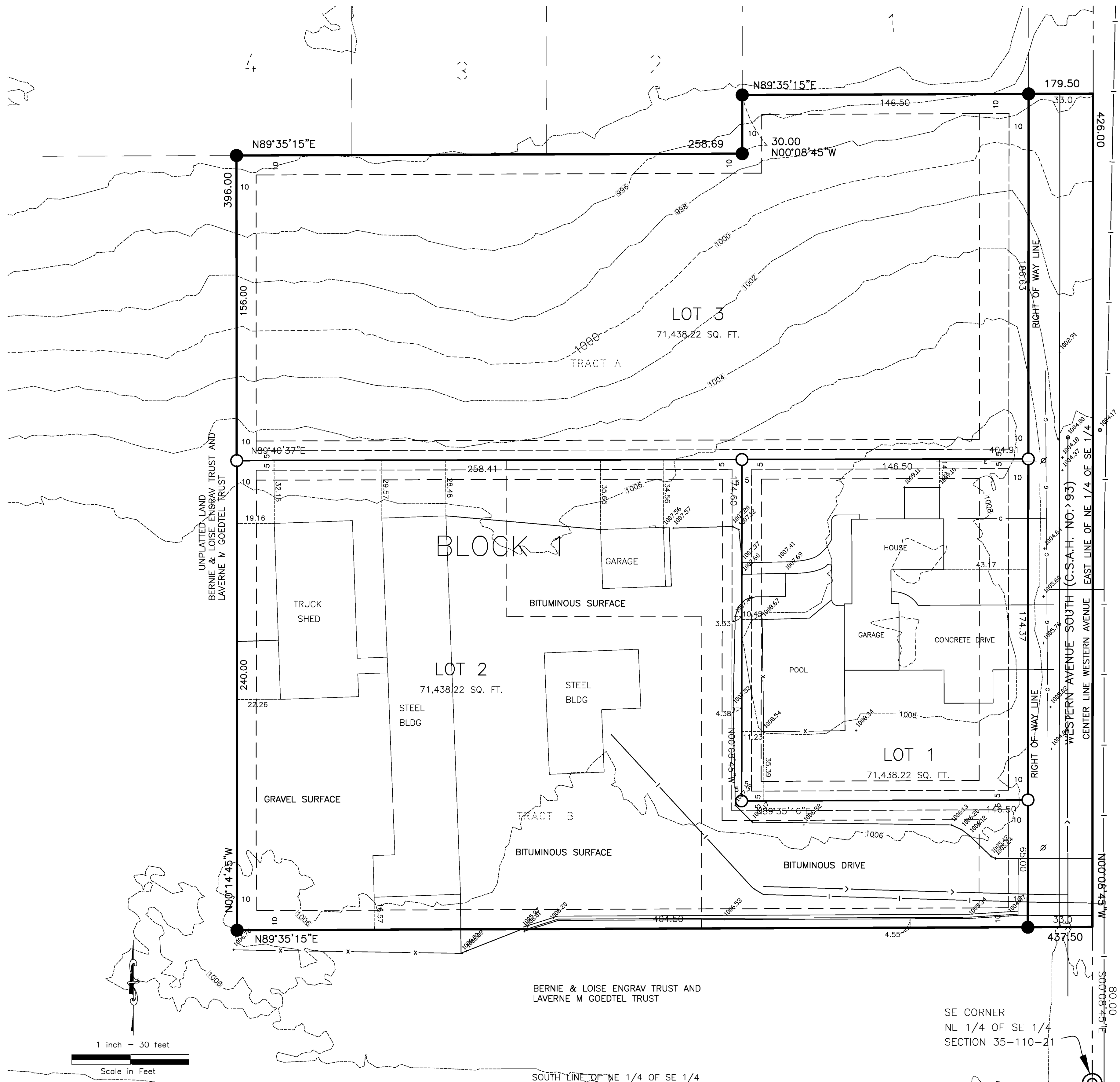
- FIRE HYDRANT
⊙ WATER VALVE
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⊘ POWERPOLE
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⊠ TRANSFORMER
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⊠ GAS METER
S SANITARY SEWER
ST STORM SEWER
W WATERMAIN
G UNDERGROUND GAS MAIN
T UNDERGROUND TELEPHONE
E UNDERGROUND ELECTRIC
TV UNDERGROUND CABLE T.V.
OU OVERHEAD UTILITY LINES
● IRON MONUMENT FOUND
○ IRON PIPE MONUMENT SET
○ EXISTING SPOT ELEVATION
⊙ SOIL BORING
⊙ SIGN
⊙ DECIDUOUS TREE
⊙ CONIFEROUS TREE
⊙ DENOTES TREE AND BRUSH LIMITS
— DENOTES PROPOSED DRAINAGE ARROW
(944.00) DENOTES PROPOSED ELEVATION
⊙ CS CURB STOP
⊙ CO CLEAN OUT
⊙ B BUSH
⊙ BG BARBECUE GRILL
⊙ AUTO SPRINKLER
⊙ BASKETBALL HOOP
⊙ B BENCH
⊙ WATER SPOUT
⊙ TRENCH DRAIN
⊙ MW MONITORING WELL
⊙ STORM DISIPATER
⊙ SATELITE DISH
⊙ TELEPHONE
⊙ ELECTRIC PEDESTAL
⊙ FLAG POLE
⊙ GROUND LITE
⊙ MAILBOX
⊙ ROOF DRAIN
⊙ TRANSMISSION TOWER
⊙ VENT PIPE
⊙ WELL
— DENOTES ELEC. LINE
— DENOTES FENCE LINE
— DENOTES FIBER OPTIC
— DENOTES GAS LINE
— DENOTES SANITARY SEWER
— DENOTES STORM SEWER
— DENOTES TELEPHONE LINE
— DENOTES TV LINE
— DENOTES OVERHEAD UTL.
— DENOTES WATERMAIN
— DENOTES WETLAND
||||| DENOTES RAIL ROAD

Alterations to this drawing are prohibited without the express written permission of PTS Land Services, Inc.

This survey reflects above ground indications of utilities and information available from asbuil drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warranty that the under- ground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located underground utilities.

NOTE :
This survey was performed under cover of substantial snow fall. The surveyor makes no guarantee that all visible improvements are shown.

1 inch = 30 feet
Scale in Feet



LEGAL DESCRIPTION:
TRACT A AND TRACT B, REGISTERED LAND SURVEY NO. 4, Rice County, Minnesota.

TRACT A CERTIFICATE OF TITLE NO. 7678
TRACT B CERTIFICATE OF TITLE NO. 13602

TAX IDENTIFICATION NUMBERS:

TRACT A: 1835400016
TRACT B: 1835400017

AREA:

THE PROPERTY CONTAINS 178,770 SQUARE FEET OR 4.1 ACRES MORE OR LESS

ZONING:

TRACT A: R1-A, Residential Homestead District
TRACT B: C3-A, Community Commercial District

FLOOD ZONE:

By graphic interpretation only, this property lies in Zone X (Areas outside the 0.2% annual chance floodplain) per National Flood Insurance Rate Map, Community Panel No. 27131C0266D. Said Rate Map has an effective date of April 03, 2012. No field surveying was performed to determine this zone.

SURVEYORS' NOTES:

- 1). ZONING AND SETBACK DATA OBTAINED FROM, RICE COUNTY WEB SITE.
- 2). THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, PRIOR TO FINAL PLAT AN UPDATED TITLE COMMITMENT WILL BE OBTAINED.
- 3). ALL EXISTING BUILDINGS AND OUT-BUILDINGS ARE TO STAY.
- 4). THERE IS NO VISIBLE EVIDENCE OF WETLANDS ON THE PROPERTY,
- 5). TOPOGRAPHY WILL BE ADDED AT THE TIME UTILITIES ARE LOCATED.

BULK REGULATIONS:

TRACT A: R1-A

MINIMUM LOT AREA=9,000 SQ. FT.

MINIMUM LOT WIDTH=70 FEET

BUILDING SETBACKS:

FRONT=25 FEET

SIDE=10 FEET

REAR=10 FEET

MAXIMUM BUILDING HEIGHT=35 FEET

TRACT B: C3-A

MINIMUM LOT AREA=40,000 SQ. FT.

MINIMUM LOT WIDTH=100 FEET

BUILDING SETBACKS:

FRONT=25 FEET

SIDE=10 FEET, 15 FEET ABUTTING RESIDENTIAL

REAR=10 FEET, 15 FEET ABUTTING RESIDENTIAL

PARKING AND LOADING SETBACKS:

FRONT=10 FEET

SIDE=5 FEET, 10 FEET ABUTTING RESIDENTIAL

REAR=5 FEET, 10 FEET ABUTTING RESIDENTIAL

EXTERIOR STORAGE SETBACKS:

SIDE=10 FEET

REAR=10 FEET

MAXIMUM BUILDING HEIGHT=42 FEET

I hereby certify that this survey 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.

Signed the 18th day of January, 2023

Timothy S. Peterson
Minnesota License No. 45332
For PTS Land Services, Inc.

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

CLE ADDITION

LEGEND

- ☐ 1/2" X 18" IRON PIPE MONUMENT SET, MARKED BY LICENSE NO. 45332
- ☒ RICE COUNTY MONUMENT FOUND
- ☐ IRON PIPE MONUMENT FOUND

BASIS OF BEARINGS:

FOR THE PURPOSES OF THIS PLAT EAST LINE OF NE 1/4 OF SE 1/4, SEC. 1, TWP. 110 N. RGE 21 W, IS ASSUMED TO BEAR NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST.

VICINITY MAP

SECTION 35, TOWNSHIP 110N, RANGE 21W

KNOW ALL PERSONS BY THESE PRESENTS: That Barbara J. Valentyn Trustee of the Barbara J. Valentyn Trust, fee owner, of the following described property:

TRACT A, REGISTERED LAND SURVEY NO. 4, RICE COUNTY, MINNESOTA, and TRACT B,
REGISTERED LAND SURVEY NO. 4, RICE COUNTY, MINNESOTA

Have caused the same to be surveyed and platted as CLE ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof Barbara J. Valentyn, Trustee of the Barbara J. Valentyn Trust, dated February 27, 2009, have hereunto set

her hands this _____ day of _____, 20__.

Barbara J. Valentyn, Trustee of the
Barbara J. Valentyn Trust, dated _____

SURVEYORS CERTIFICATE:

I, Timothy S. Peterson, Licensed Land Surveyor, certify that I have surveyed and plotted the property described in this plat as **GEIGER ADDITION**, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments depicted on this plat have been or, will be correctly placed in the ground as shown within one year, that the outside boundary lines are correctly designated on the plat and that there are wetlands as defined in Minnesota Statutes Section 505.01 Subd. 3; and all public ways to be designated are shown thereon.

Timothy S. Peterson, Land Surveyor
Minnesota License No. 45332

State of Minnesota

County of _____

The foregoing Surveyor's certificate was acknowledged before me this ____ day of _____.

20__ by Timothy S. Peterson, Land Surveyor,

Notary Public, _____ County, Minnesota

My Commission Expires: _____

CITY COUNCIL, CITY OF FARIBAULT, MINNESOTA:

We do hereby certify that on this _____ day of _____, 20____, the City Council of the City of Faribault, Minnesota, approved this plat, and is in compliance with the provisions of Minnesota Statutes section 505.03, subd. 2.

Kevin F. Voracek Mayor Timothy C. Murray City Administrator

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, subd. 11, this

plat has been reviewed and approved this_____day of_____

20_____.

Michael Fangman
Rice County Surveyor

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the

land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12,

there are no delinquent taxes and transfer entered this ____day of _____

20____.

Denise Anderson
Property Tax & Elections Director

COUNTY RECORDER

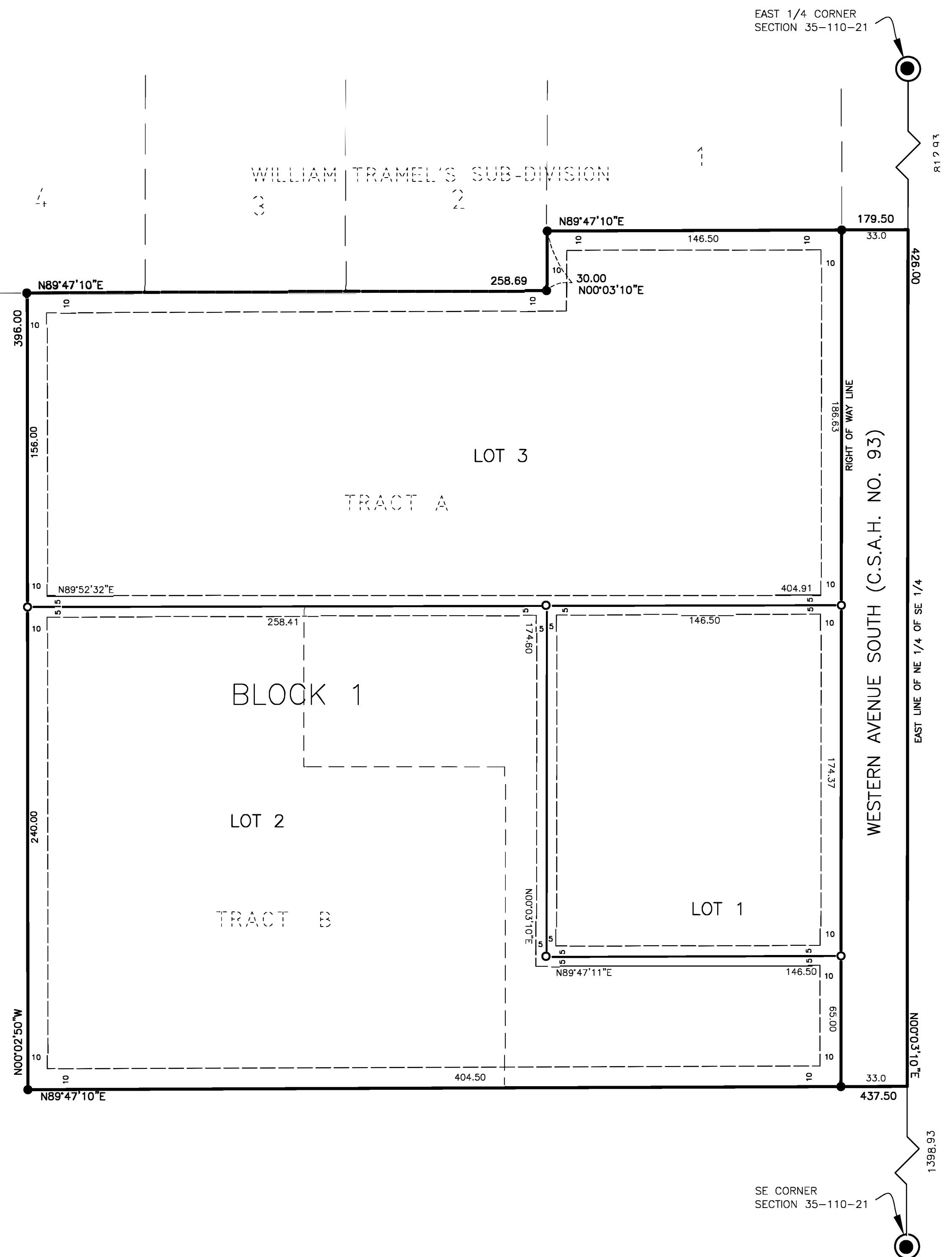
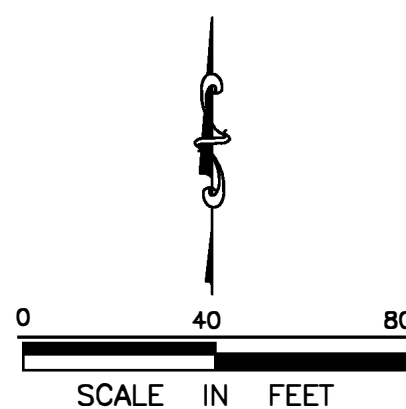
County Recorder, County of Rice, State of Minnesota

I hereby certify that this plat of CLE ADDITION was filed in the office of the County Recorder for

public record on this _____ day of _____, 20 ____ at _____

o'clock ____M. and was duly filed as Document Number _____.

Michael Fangman
Rice County Recorder



PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

Proposed Zoning *PRELIMINARY PLAT CLE ADDITION*

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 110 NORTH, RANGE 21 WEST,
FARIBAULT, RICE COUNTY, MINNESOTA

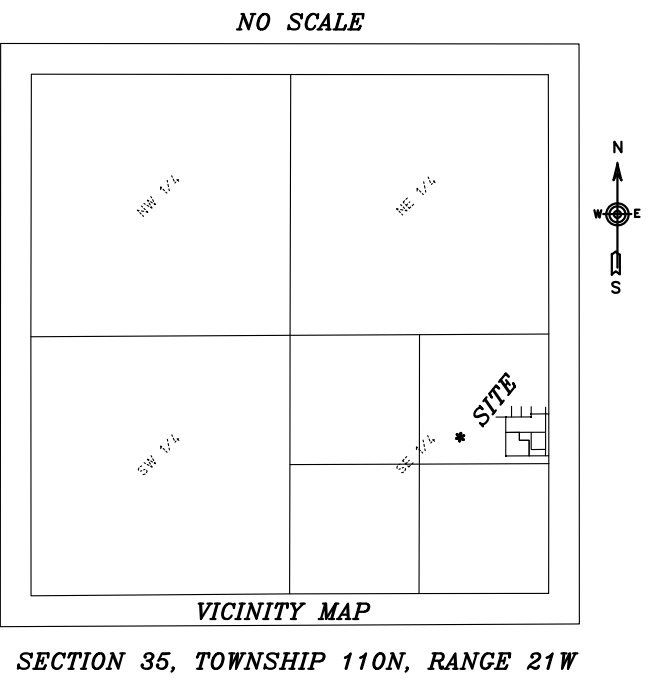
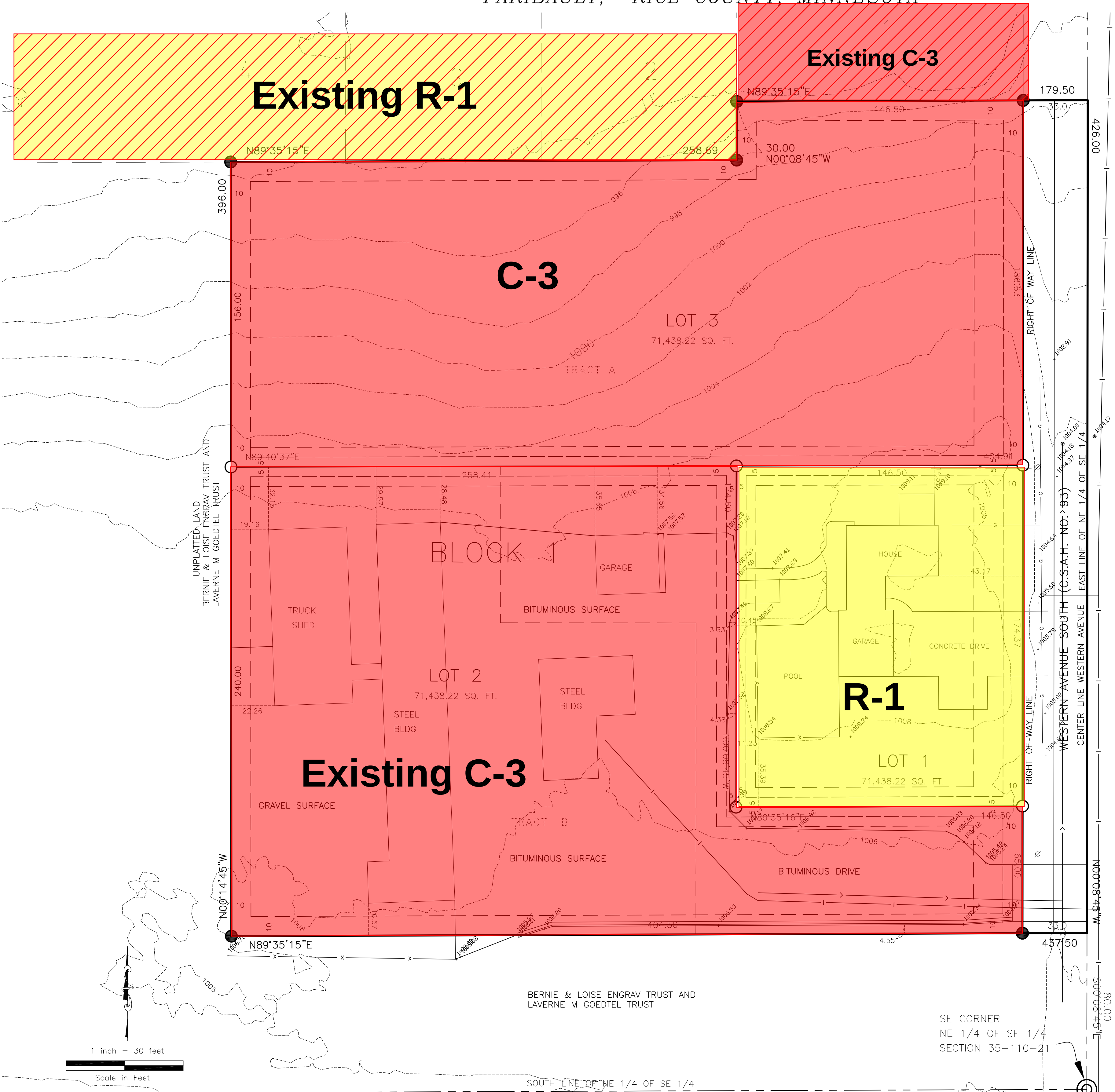
LEGEND

- FIRE HYDRANT
- ⊙ WATER VALVE
- MANHOLE
- ⊞ CATCH BASIN
- ⊗ POWERPOLE
- ⚡ LIGHT POLE
- GUY
- ⊞ TRANSFORMER
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- EXISTING SPOT ELEVATION
- ⊙ SOIL BORING
- ⊙ SIGN
- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE
- ⊙ DENOTES TREE AND BRUSH LIMITS
- DENOTES PROPOSED DRAINAGE ARROW
- (944.00) DENOTES PROPOSED ELEVATION
- ⊙CS CURB STOP
- CO CLEAN OUT
- ⊙ BUSH
- ⊙BG BARBECUE GRILL
- ⊙ AUTO SPRINKLER
- ⊙ BASKETBALL HOOP
- ⊙ BENCH
- ⊙ WATER SPIGOT
- ⊙ TRENCH DRAIN
- ⊙MW MONITORING WELL
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- DENOTES TV LINE
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- DENOTES WETLAND
- ===== DENOTES RAIL ROAD

Alterations to this drawing are prohibited without the express written permission of PTS Land Services, Inc.

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NOTE :
This survey was performed under cover of substantial snow fall. The surveyor makes no guarantee that all visible improvements are shown.



LEGAL DESCRIPTION:
TRACT A AND TRACT B, REGISTERED LAND SURVEY NO. 4, Rice County, Minnesota.

TRACT A CERTIFICATE OF TITLE NO. 7678
TRACT B CERTIFICATE OF TITLE NO. 13602

TAX IDENTIFICATION NUMBERS:
TRACT A: 1835400016
TRACT B: 1835400017

AREA:
THE PROPERTY CONTAINS 178,770 SQUARE FEET OR 4.1 ACRES MORE OR LESS

ZONING:
TRACT A: R1-A, Residential Homestead District
TRACT B: C3-A, Community Commercial District

FLOOD ZONE:
By graphic interpretation only, this property lies in Zone X (Areas outside the 0.2% annual chance floodplain) per National Flood Insurance Rate Map, Community Panel No. 27131C0266D. Said Rate Map has an effective date of April 03, 2012. No field surveying was performed to determine this zone.

SURVEYORS' NOTES:
1). ZONING AND SETBACK DATA OBTAINED FROM, RICE COUNTY WEB SITE.
2). THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, PRIOR TO FINAL PLAT AN UPDATED TITLE COMMITMENT WILL BE OBTAINED.
3). ALL EXISTING BUILDINGS AND OUT-BUILDINGS ARE TO STAY.
4). THERE IS NO VISIBLE EVIDENCE OF WETLANDS ON THE PROPERTY,
5). TOPOGRAPHY WILL BE ADDED AT THE TIME UTILITIES ARE LOCATED.

BULK REGULATIONS:
TRACT A: R1-A
MINIMUM LOT AREA=9,000 SQ. FT.
MINIMUM LOT WIDTH=70 FEET
BUILDING SETBACKS:
FRONT=25 FEET
SIDE=10 FEET
REAR=10 FEET
MAXIMUM BUILDING HEIGHT=35 FEET

TRACT B: C3-A
MINIMUM LOT AREA=40,000 SQ. FT.
MINIMUM LOT WIDTH=100 FEET
BUILDING SETBACKS:
FRONT=25 FEET
SIDE=10 FEET, 15 FEET ABUTTING RESIDENTIAL
REAR=10 FEET, 15 FEET ABUTTING RESIDENTIAL
PARKING AND LOADING SETBACKS:
FRONT=10 FEET
SIDE=5 FEET, 10 FEET ABUTTING RESIDENTIAL
REAR=5 FEET, 10 FEET ABUTTING RESIDENTIAL
EXTERIOR STORAGE SETBACKS:
SIDE=10 FEET
REAR=10 FEET
MAXIMUM BUILDING HEIGHT=42 FEET

I hereby certify that this survey 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.

Signed the 18th day of January, 2023

Timothy S. Peterson
Minnesota License No. 45332
For PTS Land Services, Inc.

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: February 14, 2023
SUBJECT: Resolution 2023-028 Approving the Preliminary
and Final Plat Applications for CLE Addition at 430
Western Avenue S and 20700 Bagley Avenue

Background:

Barbara J. Valentyn Trust (the "Applicant" and the "Owner") has requested approval of a preliminary and final plat of CLE Addition, a subdivision that replats tracts created in Registered Land Survey No. 4 prior to annexation to the City. The proposed plat includes a lot occupied by Cedar Lake Electric at 20700 Bagley Avenue, an existing residence at 430 Western Avenue South, and a new commercial lot for future development. Refer to the attached staff report for additional information.

The Planning Commission at its meeting of February 6, 2023, after proper notice, held a public hearing to consider the Applicant's requests. The City did not receive any comments from the public. The Planning Commission, by a vote of 6-0, recommended that the City Council approve Resolution 2023-028 based on the findings in the resolution.

Recommendation:

Approve Resolution 2023-028.

Attachments:

1. Resolution 2023-028 Approving Preliminary and Final Plat Applications re. CLE Addition
2. Planning Commission Memo re. Applications associated with CLE Addition

CITY OF FARIBAULT

RESOLUTION #2023-028

APPROVING THE PRELIMINARY AND FINAL PLAT APPLICATIONS FOR CLE ADDITION AT 430 WESTERN AVENUE S AND 20700 BAGLEY AVENUE

WHEREAS, Barbara and Jay Valentyn, on behalf of the Barbara J. Valentyn Trust (the "Owner") have requested preliminary and final plat approval to plat two commercial lots and one residential lot on Parcels addressed as 430 Western Avenue S and 20700 Bagley Avenue, and legally described on Exhibit A of this resolution; and

WHEREAS, City Staff has completed a review of said applications and made a report to the Planning Commission, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 6th day of February, 2023, following proper notice, held a public hearing regarding the applications, and following said public hearing made findings and recommended approval of the applications; and

WHEREAS, the City Council, on the 14th day of February 14, 2023, at a public meeting considered the application; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approval of the preliminary plat for CLE Addition as depicted on Exhibit B, subject to the attached conditions of approval, is appropriate with the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. Criteria: The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

Finding: The proposed preliminary plat is consistent with the area requirements of lots in the C-3 Community Commercial District and the R-1, Single Family Residential District, the proposed zoning for this plat. The preliminary plat is subject to the approval of an associated lot width

variance application allowing a sixty-five (65) foot lot width where a one-hundred (100) feet is required. The preliminary plat is consistent with all other applicable provisions of the Unified Development Ordinance.

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

Finding: The City's Land Use Plan guides the subject property for Mixed Commercial / Residential Development. The proposed commercial use is consistent with this plan.

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

Finding: The preliminary plat provides for lots that are compatible with other properties in the vicinity.

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

Finding: The layout of the lots in the preliminary plat are done in a manner consistent with the provisions of the City's Unified Development Ordinance and will be compatible with lots on adjoining properties.

5. Criteria: All submission requirements have been satisfied.

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

WHEREAS, the City Council further finds that approval of the final plat of CLE Addition as depicted on Exhibit C, subject to certain conditions of approval, is appropriate with the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. Criteria: The final plat substantially conforms to the approved preliminary plat.

Finding: The Owner has applied for the final plat approval concurrently with the preliminary plat. The Final Plat conforms to the preliminary plat as required.

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

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

3. All submission requirements have been satisfied.

Finding: The proposed final plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault that the preliminary and final plat for CLE Addition are hereby approved, subject to the following conditions:

1. The Owner shall adequately address all items as listed in the City Attorney's plat opinion letter or as may be otherwise directed by the City Engineer, City Attorney, or others with review and approval authority of the City.
2. The final plat shall be recorded with the Rice County Recorder's Office within twelve (12) months following City Council approval unless extended by the City or it shall be deemed null and void.
3. The final plat shall be submitted in a digital format suitable to the City Engineer when the final plat is forwarded for required City signatures.
4. The Property Owners shall enter into a Development Agreement with the City prior to recording the final plat and shall satisfy all terms and conditions set forth in the Development Agreement.
5. Before the approved final plat is filed with the Rice County Recorder's office, all applicable fees must be paid and the Developer must enter into a Development Agreement to the satisfaction of the City Attorney, and satisfy all requirements contained in the Development Agreement.
6. The Property Owners/applicants shall submit a title insurance policy upon recording the plat and will be subject to any requirements resulting from City Staff's and the City Attorney's review of the title work and plat opinion issued for this plat.
7. The Owner shall pay a cash fee in lieu of land for Park Dedication in

accordance with Sec. 15-336 of the Unified Development Ordinance in the amount of \$1,530 based on a lot area of 66,700 square feet applicable only to Lot 3 of the plat.

8. The City Administrator and City Attorney are authorized to have final revisions made to the plat and development agreement necessary to carry out City Council intent with this approval resolution.

Date Adopted: February 14, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Tract A, Registered Land Survey No. 4, Rice County, Minnesota, and
Tract B, Registered Land Survey No. 4, Rice County, Minnesota

CLE ADDITION





Request for Planning Commission Action

TO: Planning Commission
FROM: Peter Waldock, AICP Planning & Zoning Coordinator
MEETING DATE: February 6, 2023
SUBJECT: Applications Associated with the CLE Addition at 430 Western Avenue S and 20700 Bagley Avenue

BACKGROUND

Matt Drevlow representing the property owner Barbara J. Valentyn Trust, is seeking approval of the following planning applications at 430 Western Avenue S and 20700 Bagley Avenue:

1. Preliminary and Final Plat approval of CLE Addition replatting two developed tracts and establishing a new commercial lot.
2. Setback variances for existing parking lots and driveway; and,
3. Rezoning from TUD, Transitional Urban Development District to R-1, Single Family Residential District for the existing home at 430 Western Avenue S, and C-3 Community Commercial District for the vacant Lot 3 proposed on the north side of the subdivision plat.

The existing Cedar Lake Electric shop and offices at 20700 Bagley Ave. was annexed in 2010 and zoned C-3 at the time of annexation. The home site at 430 Western Avenue S. was annexed to the City in 2003 in accordance with an annexation agreement dated in 1999 for that site.

DISCUSSION / ANALYSIS

Comprehensive Plan. The property is guided for commercial / residential mixed uses in the City's 2040 comprehensive plan.

Zoning District. The current zoning at the site is C-3, Community Commercial District on Tract B of Registered Land Survey No. 4 and TUD, Transitional Urban Development on Tract A. The site is not located in any overlay zoning districts.

Surrounding Uses. Surrounding uses adjoining this site include a C-3 District commercial use to the north at the corner of 4th Street NW and Western Avenue S. Also adjoining to the north are single family uses along the south side of 4th Street NW west of Western Avenue. The Lofts at Evergreen Knolls apartments are to east across Western Avenue S. Tilled farmland in unincorporated Rice County, adjoins the site to the south.

Subdivision. The site was divided into two tracts in 1997 in Registered Land Survey No. 4 that was approved by Rice County at the time. The County approved survey created a commercial tract without frontage on a public street. The City annexed tract B (commercial portion of the site) in 2010 as it exists today.

The subdivision application for CLE Addition replats both tracts from Registered Land Survey No. 4 to establish 65 feet of frontage on Western/Bagley Avenue for the Cedar Lake Electric site and establish a new lot for the existing residence and a new vacant commercial lot north of the residence. All lots will now have frontage on a public street. No development is proposed at this time for new commercial lot (Lot 3 of the subdivision plat).

Variances. The existing parking lots and driveway serving the existing Cedar Lake Electric shop were built prior to annexation and do not meet current City ordinance setback requirements from the existing and proposed lots lines. Also, the applicants are proposing a 65-foot frontage width for Lot 2 in order to provide a reasonable lot of proportions for the residential lot (Lot 1) and separation from the commercial parking lot and driveway serving Cedar Lake Electric. The application includes the following variance requests:

1. Lot width of 65 feet where 100 feet is required in the C-3 District.
2. Parking lot and driveway setback variances to allow the pavement to remain as built at less than 5 feet from the south lot line of proposed Lot 2, where a minimum setback of 5 feet is required. Portions of this driveway encroach across the south lot line which should be corrected, or otherwise addressed with an easement granted by neighboring owner, or by a private agreement between the two adjoining owners.
3. Parking lot setback of less than 4 feet along the west line of the Lot 1 of the proposed subdivision plat, where a 10-foot setback is required adjoining a residential use.

Rezoning Application. The owners are requesting that proposed Lot 1 of the subdivision plat (the existing single-family residence) be rezoned to R-1, Single Family Residential District similar to nearby single-family lots north of the site. Much of Lot 2 of the subdivision plat is already zoned C-3 following boundaries of Tract B of Registered Land Survey No. 4. Lot 2 will be zoned to include the C-3 District designation on the expanded lot area proposed with this CLE Addition subdivision plat. Lot 3 of CLE Addition will also be rezoned to C-3 Community Commercial District designation to match Lot 2 and match the adjoining commercial building at the corner of Western Avenue S and 4th Street NW.

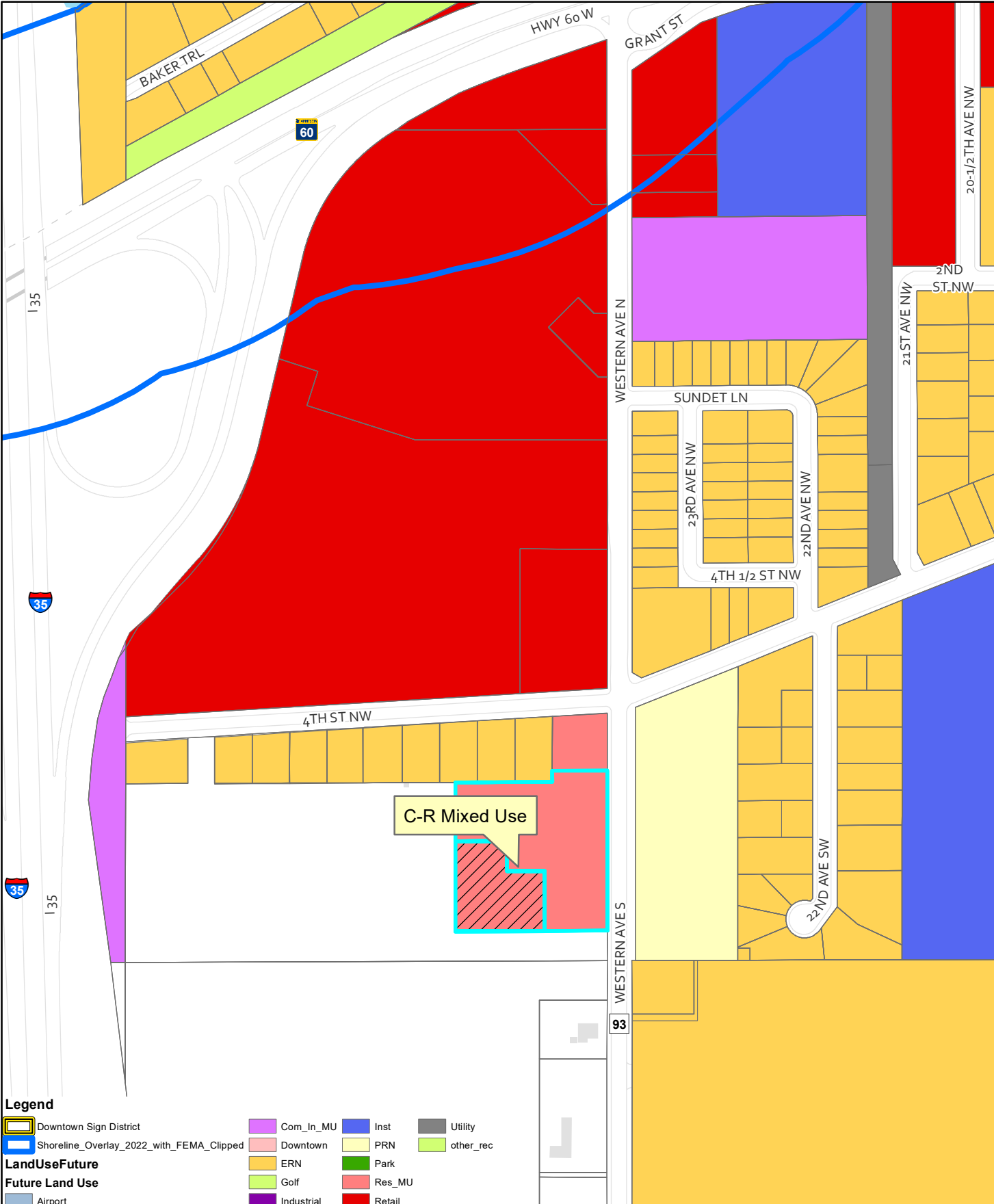
Development Review Committee. The Development Review Committee (DRC) considered this application at their meeting of January 24, 2023. The DRC discussed the applications. They noted the site was developed and subdivided prior to annexation creating a non-conforming situation with a commercial lot without public street frontage and setbacks for the driveway and parking lots built at less than 5 feet from the south line of the property. The DRC had no objections to the variances as they were a result of construction or a land division that occurred prior to annexation into the City limits.

The DRC recommended approval with the conditions of approval listed in the proposed resolutions for these applications.

Requested Action

Approve findings in support of the proposed Rezoning Ordinance and the findings as listed in the Resolutions for approval of the requested variances and the Preliminary and Final Plat.

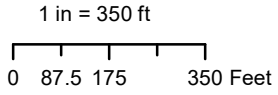
CLE Addition Comp Plan Map



Legend

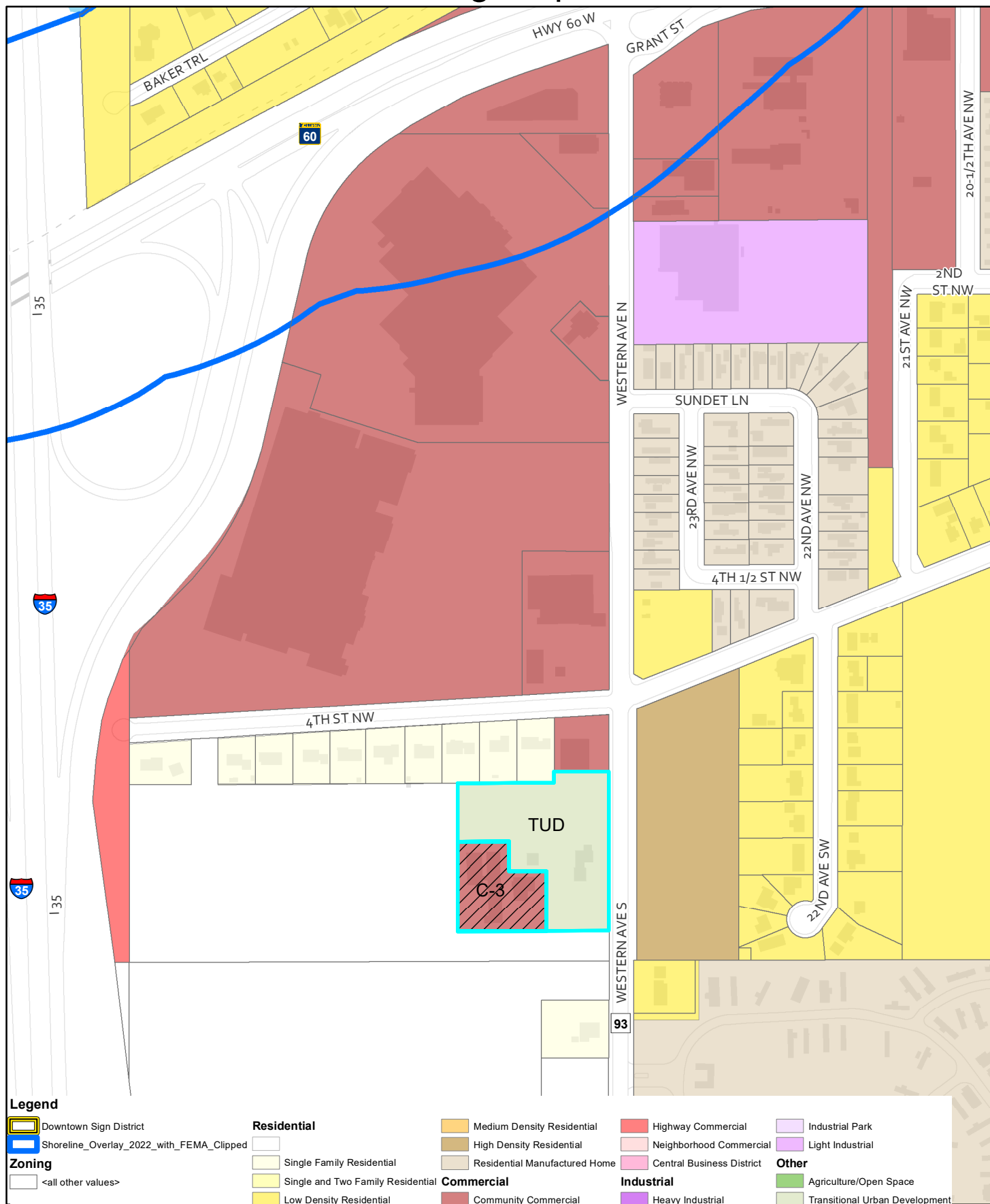
- Downtown Sign District
- Shoreline_Overlay_2022_with_FEMA_Clippped
- LandUseFuture**
- Future Land Use**
- Airport

- | | | |
|------------|--------|-----------|
| Com_In_MU | Inst | Utility |
| Downtown | PRN | other_rec |
| ERN | Park | |
| Golf | Res_MU | |
| Industrial | Retail | |



This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100

CLE Addition Zoning Map





CLE Addition site 430 Western Ave. and 20700 Bagley Ave.

PRELIMINARY PLAT CLE ADDITION

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 110 NORTH, RANGE 21 WEST,
FARIBAULT, RICE COUNTY, MINNESOTA

LEGEND

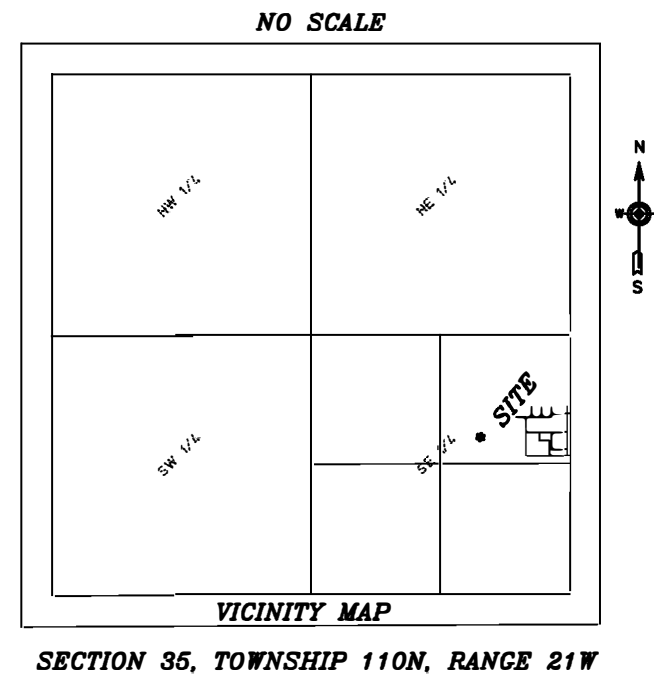
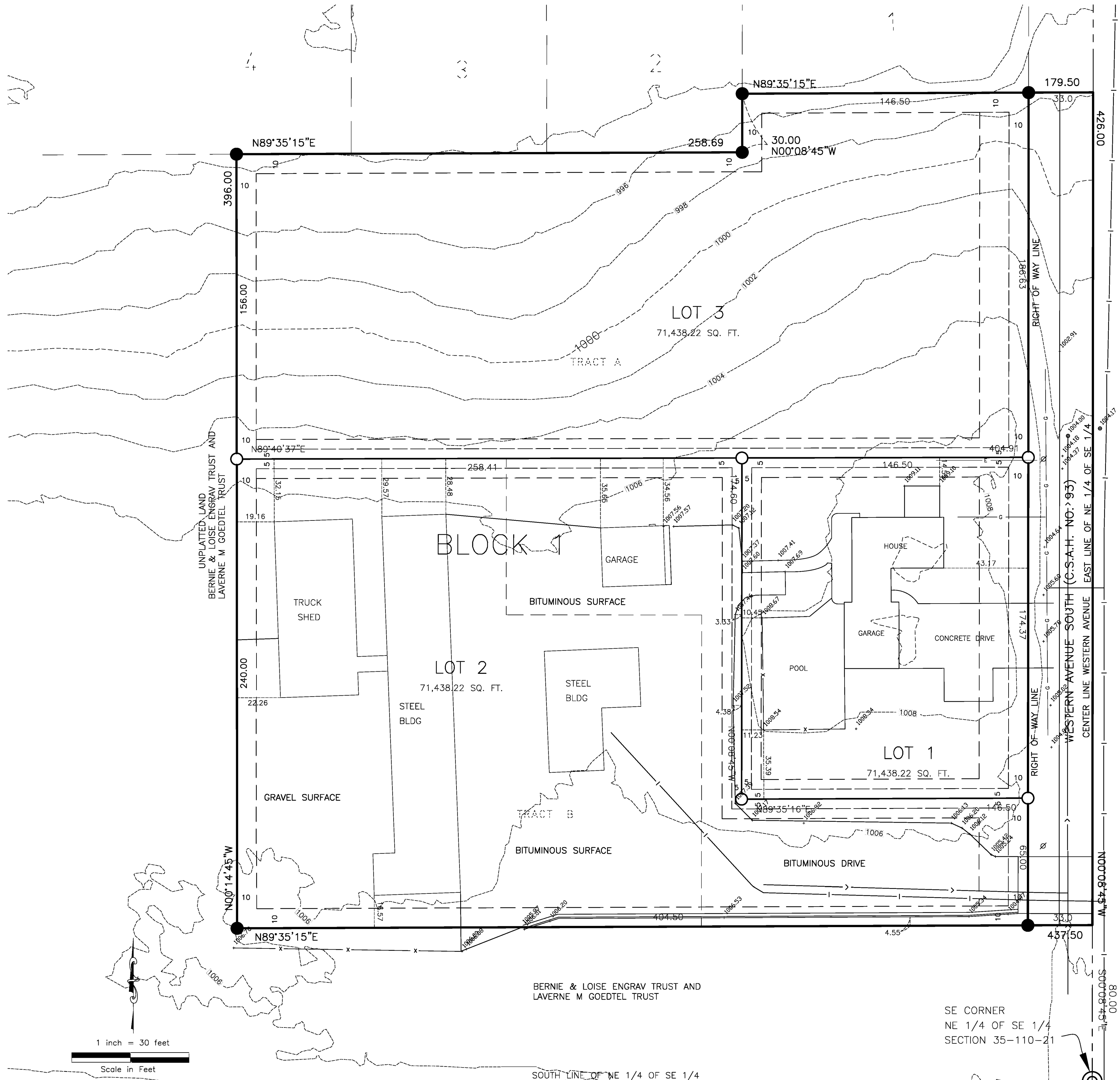
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NOTE :
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1 inch = 30 feet
Scale in Feet



LEGAL DESCRIPTION:
TRACT A AND TRACT B, REGISTERED LAND SURVEY NO. 4, Rice County, Minnesota.

TRACT A CERTIFICATE OF TITLE NO. 7678
TRACT B CERTIFICATE OF TITLE NO. 13602

TAX IDENTIFICATION NUMBERS:

TRACT A: 1835400016
TRACT B: 1835400017

AREA:

THE PROPERTY CONTAINS 178,770 SQUARE FEET OR 4.1 ACRES MORE OR LESS

ZONING:

TRACT A: R1-A, Residential Homestead District
TRACT B: C3-A, Community Commercial District

FLOOD ZONE:

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SURVEYORS' NOTES:

- 1). ZONING AND SETBACK DATA OBTAINED FROM, RICE COUNTY WEB SITE.
- 2). THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, PRIOR TO FINAL PLAT AN UPDATED TITLE COMMITMENT WILL BE OBTAINED.
- 3). ALL EXISTING BUILDINGS AND OUT-BUILDINGS ARE TO STAY.
- 4). THERE IS NO VISIBLE EVIDENCE OF WETLANDS ON THE PROPERTY,
- 5). TOPOGRAPHY WILL BE ADDED AT THE TIME UTILITIES ARE LOCATED.

BULK REGULATIONS:

TRACT A: R1-A

MINIMUM LOT AREA=9,000 SQ. FT.

MINIMUM LOT WIDTH=70 FEET

BUILDING SETBACKS:

FRONT=25 FEET

SIDE=10 FEET

REAR=10 FEET

MAXIMUM BUILDING HEIGHT=35 FEET

TRACT B: C3-A

MINIMUM LOT AREA=40,000 SQ. FT.

MINIMUM LOT WIDTH=100 FEET

BUILDING SETBACKS:

FRONT=25 FEET

SIDE=10 FEET, 15 FEET ABUTTING RESIDENTIAL

REAR=10 FEET, 15 FEET ABUTTING RESIDENTIAL

PARKING AND LOADING SETBACKS:

FRONT=10 FEET

SIDE=5 FEET, 10 FEET ABUTTING RESIDENTIAL

REAR=5 FEET, 10 FEET ABUTTING RESIDENTIAL

EXTERIOR STORAGE SETBACKS:

SIDE=10 FEET

REAR=10 FEET

MAXIMUM BUILDING HEIGHT=42 FEET

I hereby certify that this survey 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.

Signed the 18th day of January, 2023

Timothy S. Peterson
Minnesota License No. 45332
For PTS Land Services, Inc.

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

CLE ADDITION

LEGEND

- ☐ 1/2" X 18" IRON PIPE MONUMENT SET, MARKED BY LICENSE NO. 45332
- ☒ RICE COUNTY MONUMENT FOUND
- ☐ IRON PIPE MONUMENT FOUND

BASIS OF BEARINGS:

FOR THE PURPOSES OF THIS PLAT EAST LINE OF NE 1/4 OF SE 1/4, SEC. 1, TWP. 110 N. RGE 21 W, IS ASSUMED TO BEAR NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST.

NO SCALE

NW 1/4 NE 1/4

SW 1/4 SE 1/4

SITE

VICINITY MAP

SECTION 35, TOWNSHIP 110N, RANGE 21W

KNOW ALL PERSONS BY THESE PRESENTS: That Barbara J. Valentyn Trustee of the Barbara J. Valentyn Trust, fee owner, of the following described property:

TRACT A, REGISTERED LAND SURVEY NO. 4, RICE COUNTY, MINNESOTA, and TRACT B,
REGISTERED LAND SURVEY NO. 4, RICE COUNTY, MINNESOTA

Have caused the same to be surveyed and platted as CLE ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof Barbara J. Valentyn, Trustee of the Barbara J. Valentyn Trust, dated February 27, 2009, have hereunto set

her hands this _____ day of _____, 20__.

Barbara J. Valentyn, Trustee of the
Barbara J. Valentyn Trust, dated _____

SURVEYORS CERTIFICATE:

I, Timothy S. Peterson, Licensed Land Surveyor, certify that I have surveyed and plotted the property described in this plat as **GEIGER ADDITION**, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments depicted on this plat have been or, will be correctly placed in the ground as shown within one year, that the outside boundary lines are correctly designated on the plat and that there are wetlands as defined in Minnesota Statutes Section 505.01 Subd. 3; and all public ways to be designated are shown thereon.

Timothy S. Peterson, Land Surveyor
Minnesota License No. 45332

State of Minnesota

County of _____

The foregoing Surveyor's certificate was acknowledged before me this ____ day of _____.

20__ by Timothy S. Peterson, Land Surveyor,

Notary Public, _____ County, Minnesota

My Commission Expires: _____

CITY COUNCIL, CITY OF FARIBAULT, MINNESOTA:

We do hereby certify that on this _____ day of _____, 20__, the City Council of the City of Faribault, Minnesota, approved this plat, and is in compliance with the provisions of Minnesota Statutes section 505.03, subd. 2.

Kevin F. Voracek Mayor Timothy C. Murray City Administrator

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, subd. 11, this
 plat has been reviewed and approved this _____ day of _____,
 20____.

Michael Fangman
Rice County Surveyor

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12,

there are no delinquent taxes and transfer entered this ____day of _____,
20____.

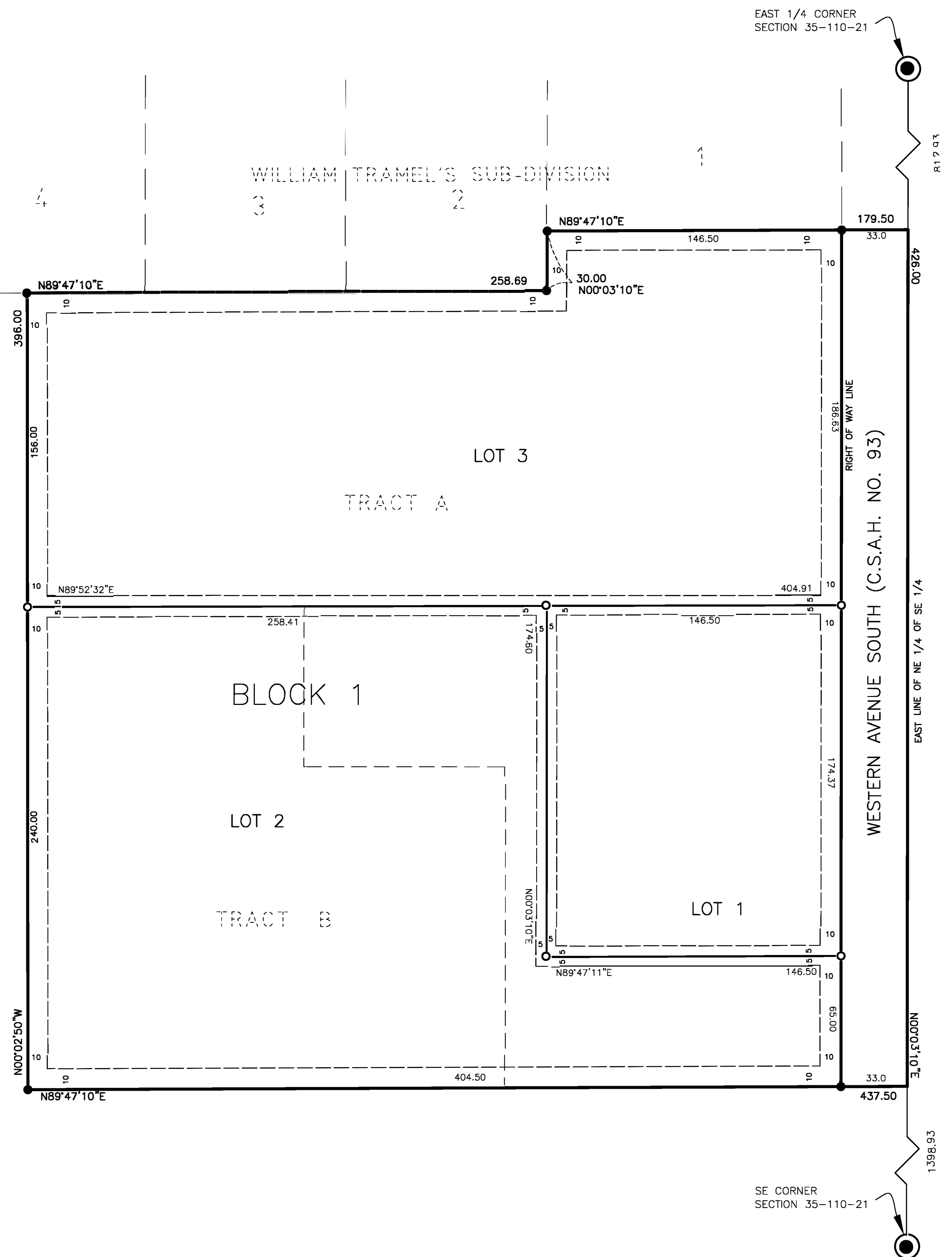
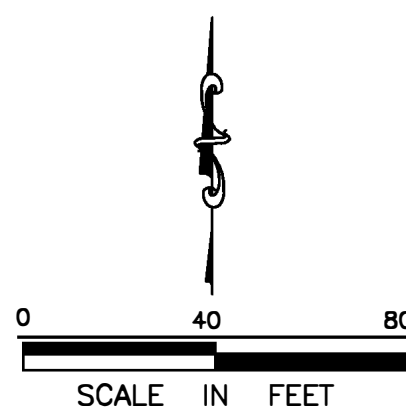
Denise Anderson
Property Tax & Elections Director

COUNTY RECORDER

County Recorder, County of Rice, State of Minnesota

I hereby certify that this plat of CLE ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20 ____ at _____ o'clock ____M. and was duly filed as Document Number _____.

Michael Fangman
Rice County Recorder



PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

Proposed Zoning *PRELIMINARY PLAT CLE ADDITION*

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 110 NORTH, RANGE 21 WEST,
FARIBAULT, RICE COUNTY, MINNESOTA

LEGEND

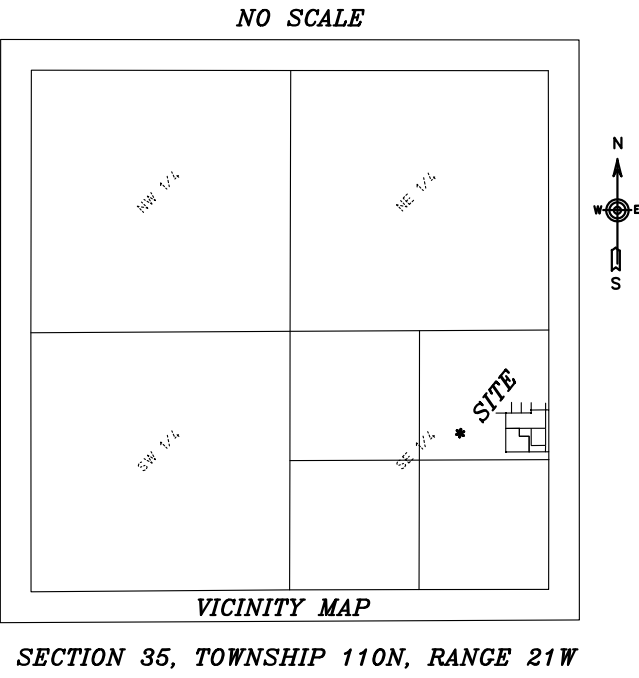
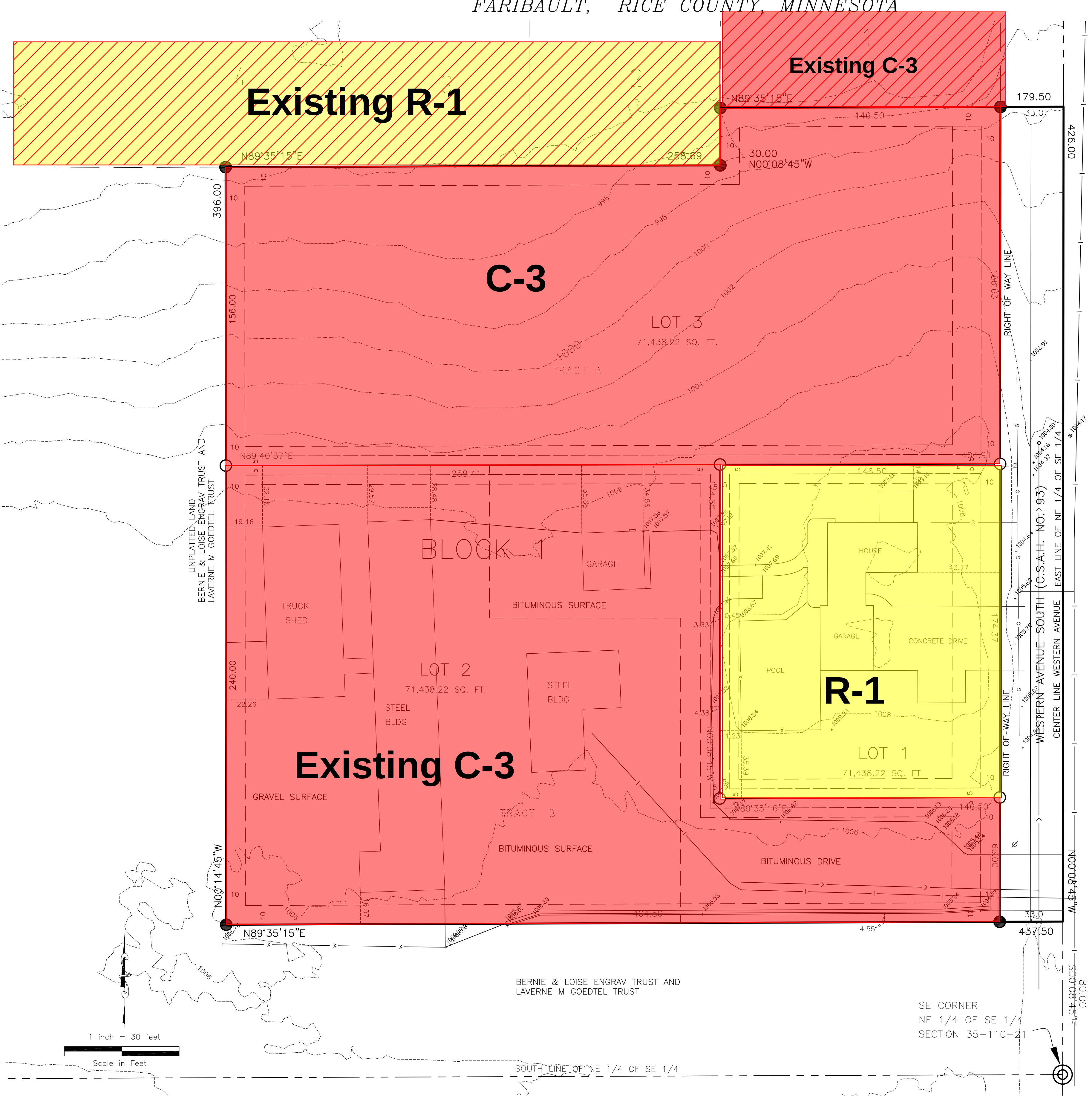
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- (944.00) DENOTES PROPOSED ELEVATION
- ⊙CS CURB STOP
- CO CLEAN OUT
- ⊙ BUSH
- ⊙BG BARBECUE GRILL
- ⊙ AUTO SPRINKLER
- ⊙ BASKETBALL HOOP
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- ⊙ ROOF DRAIN
- ⊙ TRANSMISSION TOWER
- ⊙ VENT PIPE
- ⊙ WELL

- DENOTES ELEC. LINE
- DENOTES FENCE LINE
- DENOTES FIBER OPTIC
- DENOTES GAS LINE
- DENOTES SANITARY SEWER
- DENOTES STORM SEWER
- DENOTES TELEPHONE LINE
- DENOTES TV LINE
- DENOTES OVERHEAD UTL.
- DENOTES WATERMAIN
- DENOTES WETLAND
- ===== DENOTES RAIL ROAD

Alterations to this drawing are prohibited without the express written permission of PTS Land Services, Inc.

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NOTE :
This survey was performed under cover of substantial snow fall. The surveyor makes no guarantee that all visible improvements are shown.



LEGAL DESCRIPTION:
TRACT A AND TRACT B, REGISTERED LAND SURVEY NO. 4, Rice County, Minnesota.

TRACT A CERTIFICATE OF TITLE NO. 7678
TRACT B CERTIFICATE OF TITLE NO. 13602

TAX IDENTIFICATION NUMBERS:
TRACT A: 1835400016
TRACT B: 1835400017

AREA:
THE PROPERTY CONTAINS 178,770 SQUARE FEET OR 4.1 ACRES MORE OR LESS

ZONING:
TRACT A: R1-A, Residential Homestead District
TRACT B: C3-A, Community Commercial District

FLOOD ZONE:
By graphic interpretation only, this property lies in Zone X (Areas outside the 0.2% annual chance floodplain) per National Flood Insurance Rate Map, Community Panel No. 27131C0266D. Said Rate Map has an effective date of April 03, 2012. No field surveying was performed to determine this zone.

SURVEYORS' NOTES:
1). ZONING AND SETBACK DATA OBTAINED FROM, RICE COUNTY WEB SITE.
2). THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, PRIOR TO FINAL PLAT AN UPDATED TITLE COMMITMENT WILL BE OBTAINED.
3). ALL EXISTING BUILDINGS AND OUT-BUILDINGS ARE TO STAY.
4). THERE IS NO VISIBLE EVIDENCE OF WETLANDS ON THE PROPERTY,
5). TOPOGRAPHY WILL BE ADDED AT THE TIME UTILITIES ARE LOCATED.

BULK REGULATIONS:

TRACT A: R1-A
MINIMUM LOT AREA=9,000 SQ. FT.
MINIMUM LOT WIDTH=70 FEET
BUILDING SETBACKS:
FRONT=25 FEET
SIDE=10 FEET
REAR=10 FEET
MAXIMUM BUILDING HEIGHT=35 FEET
TRACT B: C3-A
MINIMUM LOT AREA=40,000 SQ. FT.
MINIMUM LOT WIDTH=100 FEET
BUILDING SETBACKS:
FRONT=25 FEET
SIDE=10 FEET, 15 FEET ABUTTING RESIDENTIAL
REAR=10 FEET, 15 FEET ABUTTING RESIDENTIAL
PARKING AND LOADING SETBACKS:
FRONT=10 FEET
SIDE=5 FEET, 10 FEET ABUTTING RESIDENTIAL
REAR=5 FEET, 10 FEET ABUTTING RESIDENTIAL
EXTERIOR STORAGE SETBACKS:
SIDE=10 FEET
REAR=10 FEET
MAXIMUM BUILDING HEIGHT=42 FEET

I hereby certify that this survey 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.

Signed the 18th day of January, 2023

Timothy S. Peterson
Minnesota License No. 45332
For PTS Land Services, Inc.

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: February 14, 2023
SUBJECT: Ordinance 2023-2 Rezone Property in the CLE
Addition Plat to R-1, Single Family Residential
District and C-3, Community Commercial District
at 430 Western Avenue S (First Reading)

Background:

Barbara J. Valentyn Trust (the "Applicant" and the "Owner") has requested rezoning from TUD, Transitional Urban Development District to R-1, Single Family Residential District for their existing home at 430 Western Avenue S, which will be platted as Lot 1 of CLE Addition. The Applicant has also requested C-3, Community Commercial District zoning for Lot 2 and Lot 3 of CLE Addition. There are no immediate plans for sale or development of Lot 3 at this time. A detailed staff report is attached for reference.

The Planning Commission, at its meeting of February 6, 2023, after proper notice, held a public hearing on the applications associated with CLE Addition. No one from the public spoke at the public hearing on the applications. The City did not receive any public comments before or after the public hearing. The Planning Commission by a vote of 6-0 approved the findings listed in the proposed ordinance and recommended City Council approval of the rezoning application as proposed.

Recommendation:

Approve the first reading of Ordinance 2023-2.

Attachments:

1. Ordinance 2023-2 Rezone Property in the CLE Addition
2. Planning Commission Memo re. Applications associated with CLE Addition

(Space Reserved for Recording)

**CITY OF FARIBAULT
ORDINANCE No. 2023-2**

**REZONE PROPERTY IN THE CLE ADDITION PLAT TO R-1, SINGLE FAMILY
RESIDENTIAL DISTRICT AND C-3, COMMUNITY COMMERCIAL ZONING DISTRICT AT
430 WESTERN AVENUE S**

WHEREAS, Barbara and Jay Valentyn on behalf of the Barbara J. Valentyn Trust, (the "Applicant") request approval of an application to rezone their property in the CLE Addition subdivision plat (the "Property"), legally described in Exhibit A, from TUD, Transitional Urban Development to R-1, Single Family Residential District for Lot 1, and to C-3 Community Commercial District for Lots 2 and 3 of the CLE Addition plat, located at 430 Western Avenue S; and

WHEREAS, the proposed rezoning application is submitted in association with the CLE Addition subdivision applications and variance application at the site; and

WHEREAS, the proposed rezoning application regarding Lot 1, is applicable to a fully developed property with an existing single-family dwelling on it, to be zoned R-1, Single Family Residential District; and

WHEREAS, the proposed rezoning application to C-3, Community Commercial District regarding Lot 3, is applicable to a vacant lot with no immediate plans for development; and

WHEREAS, City Staff reviewed the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on February 6, 2023, following proper notice, held a public hearing regarding the Applicant's requests; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended approval of the Applicant's request to rezone the Property to R-1 Single Family Residential District on Lot 1, and to C-3, Community Commercial District on Lots 2 and 3 of the CLE Addition subdivision plat, per the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The City's Journey to 2040 Comprehensive Plan guides the Property for commercial/residential mixed-use. The proposed rezoning application includes commercial and residential designations consistent with the City's Land Use Plan.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: The proposed rezoning benefits the public by providing changing the zoning designations on site to reflect existing residential use of Lot 1 better conforming to established zoning requirements, and provide an opportunity to develop a vacant lot to its highest and best use consistent with the comprehensive plan, adjoining lots improving the City property tax base, and will not be of a sole benefit to the property owner.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed rezoning application applies to an existing residential use of Lot 1 better conforming to established zoning requirements, and to a vacant commercial lot that will be zoned to match adjoining lots that already have C-3 zoning designations.

4. Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification,

where the amendment is to change the zoning classification of a particular property.

Finding: The application allows an existing single-family residential use to continue and provides for future commercial use of a vacant lot that currently adjoins lots with the same zoning as this proposal.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The current TUD zoning district designation was put in place the time of annexation of the subject site. The TUD designation is general used from the time of annexation until the highest and best long-term use of the property can be determined. There is a need for additional commercial development sites in Faribault. The Applicant's request responds to the City's need for in that regard.

WHEREAS, the City Council conducted the first reading of this ordinance on February 14, 2023, and the second reading of this ordinance on _____, 2023; and

WHEREAS, based on City Staff's report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council concurred with the findings of the Planning Commission as stated in the above recitals and made identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals and exhibits in this ordinance are incorporated into this ordinance, and, where applicable, constitute the City Council's findings.

Section 2. Rezoning the Subject Property. The Property is hereby rezoned from TUD Transitional Urban Development District to R-1, Single Family Residential District on Lot 1, Block 1 of CLE Addition, and to C-3, Community Commercial District on Lot 2 and Lot 3, Block 1 of CLE Addition as requested for property located at 430 Western Avenue S.

Section 3. Authorization to Execute Agreements. The Mayor and City Administrator are authorized and directed to execute and deliver any required additional agreements, certificates, or other documents the City Attorney determines necessary to implement this ordinance.

Section 4. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 5. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter and the successful recording of the CLE Addition subdivision plat and related documents with Rice County. If the plat and related documents are not recorded within one year of the City Council's approval of this ordinance, this ordinance shall automatically be null and void

First Reading: February 14, 2023

Second Reading: _____, 2023

Publication Date: _____, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**EXHIBIT A:
LEGAL DESCRIPTION**

PROPERTY TO BE ZONED R-1, SINGLE FAMILY RESIDENTIAL DISTRICT

Lots 1, Block 1, CLE Addition, City of Faribault, Rice County, Minnesota

PROPERTY TO BE ZONED C-3, COMMUNITY COMMERCIAL DISTRICT

Lot 2, Block 1, CLE Addition, City of Faribault, Rice County, Minnesota

Lot 3, Block 1, CLE Addition, City of Faribault, Rice County, Minnesota



Request for Planning Commission Action

TO: Planning Commission
FROM: Peter Waldock, AICP Planning & Zoning Coordinator
MEETING DATE: February 6, 2023
SUBJECT: Applications Associated with the CLE Addition at 430 Western Avenue S and 20700 Bagley Avenue

BACKGROUND

Matt Drevlow representing the property owner Barbara J. Valentyn Trust, is seeking approval of the following planning applications at 430 Western Avenue S and 20700 Bagley Avenue:

1. Preliminary and Final Plat approval of CLE Addition replatting two developed tracts and establishing a new commercial lot.
2. Setback variances for existing parking lots and driveway; and,
3. Rezoning from TUD, Transitional Urban Development District to R-1, Single Family Residential District for the existing home at 430 Western Avenue S, and C-3 Community Commercial District for the vacant Lot 3 proposed on the north side of the subdivision plat.

The existing Cedar Lake Electric shop and offices at 20700 Bagley Ave. was annexed in 2010 and zoned C-3 at the time of annexation. The home site at 430 Western Avenue S. was annexed to the City in 2003 in accordance with an annexation agreement dated in 1999 for that site.

DISCUSSION / ANALYSIS

Comprehensive Plan. The property is guided for commercial / residential mixed uses in the City's 2040 comprehensive plan.

Zoning District. The current zoning at the site is C-3, Community Commercial District on Tract B of Registered Land Survey No. 4 and TUD, Transitional Urban Development on Tract A. The site is not located in any overlay zoning districts.

Surrounding Uses. Surrounding uses adjoining this site include a C-3 District commercial use to the north at the corner of 4th Street NW and Western Avenue S. Also adjoining to the north are single family uses along the south side of 4th Street NW west of Western Avenue. The Lofts at Evergreen Knolls apartments are to east across Western Avenue S. Tilled farmland in unincorporated Rice County, adjoins the site to the south.

Subdivision. The site was divided into two tracts in 1997 in Registered Land Survey No. 4 that was approved by Rice County at the time. The County approved survey created a commercial tract without frontage on a public street. The City annexed tract B (commercial portion of the site) in 2010 as it exists today.

The subdivision application for CLE Addition replats both tracts from Registered Land Survey No. 4 to establish 65 feet of frontage on Western/Bagley Avenue for the Cedar Lake Electric site and establish a new lot for the existing residence and a new vacant commercial lot north of the residence. All lots will now have frontage on a public street. No development is proposed at this time for new commercial lot (Lot 3 of the subdivision plat).

Variances. The existing parking lots and driveway serving the existing Cedar Lake Electric shop were built prior to annexation and do not meet current City ordinance setback requirements from the existing and proposed lots lines. Also, the applicants are proposing a 65-foot frontage width for Lot 2 in order to provide a reasonable lot of proportions for the residential lot (Lot 1) and separation from the commercial parking lot and driveway serving Cedar Lake Electric. The application includes the following variance requests:

1. Lot width of 65 feet where 100 feet is required in the C-3 District.
2. Parking lot and driveway setback variances to allow the pavement to remain as built at less than 5 feet from the south lot line of proposed Lot 2, where a minimum setback of 5 feet is required. Portions of this driveway encroach across the south lot line which should be corrected, or otherwise addressed with an easement granted by neighboring owner, or by a private agreement between the two adjoining owners.
3. Parking lot setback of less than 4 feet along the west line of the Lot 1 of the proposed subdivision plat, where a 10-foot setback is required adjoining a residential use.

Rezoning Application. The owners are requesting that proposed Lot 1 of the subdivision plat (the existing single-family residence) be rezoned to R-1, Single Family Residential District similar to nearby single-family lots north of the site. Much of Lot 2 of the subdivision plat is already zoned C-3 following boundaries of Tract B of Registered Land Survey No. 4. Lot 2 will be zoned to include the C-3 District designation on the expanded lot area proposed with this CLE Addition subdivision plat. Lot 3 of CLE Addition will also be rezoned to C-3 Community Commercial District designation to match Lot 2 and match the adjoining commercial building at the corner of Western Avenue S and 4th Street NW.

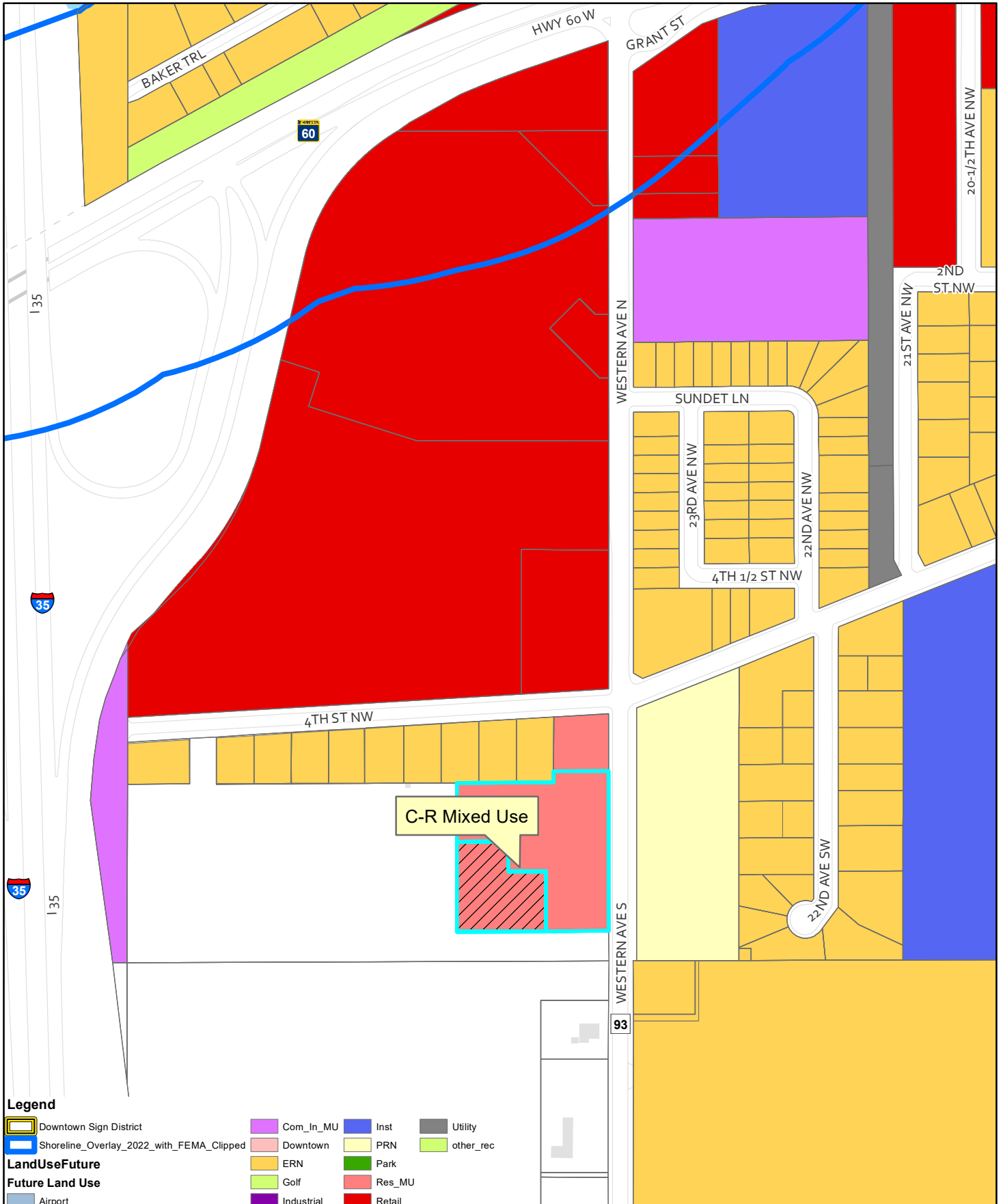
Development Review Committee. The Development Review Committee (DRC) considered this application at their meeting of January 24, 2023. The DRC discussed the applications. They noted the site was developed and subdivided prior to annexation creating a non-conforming situation with a commercial lot without public street frontage and setbacks for the driveway and parking lots built at less than 5 feet from the south line of the property. The DRC had no objections to the variances as they were a result of construction or a land division that occurred prior to annexation into the City limits.

The DRC recommended approval with the conditions of approval listed in the proposed resolutions for these applications.

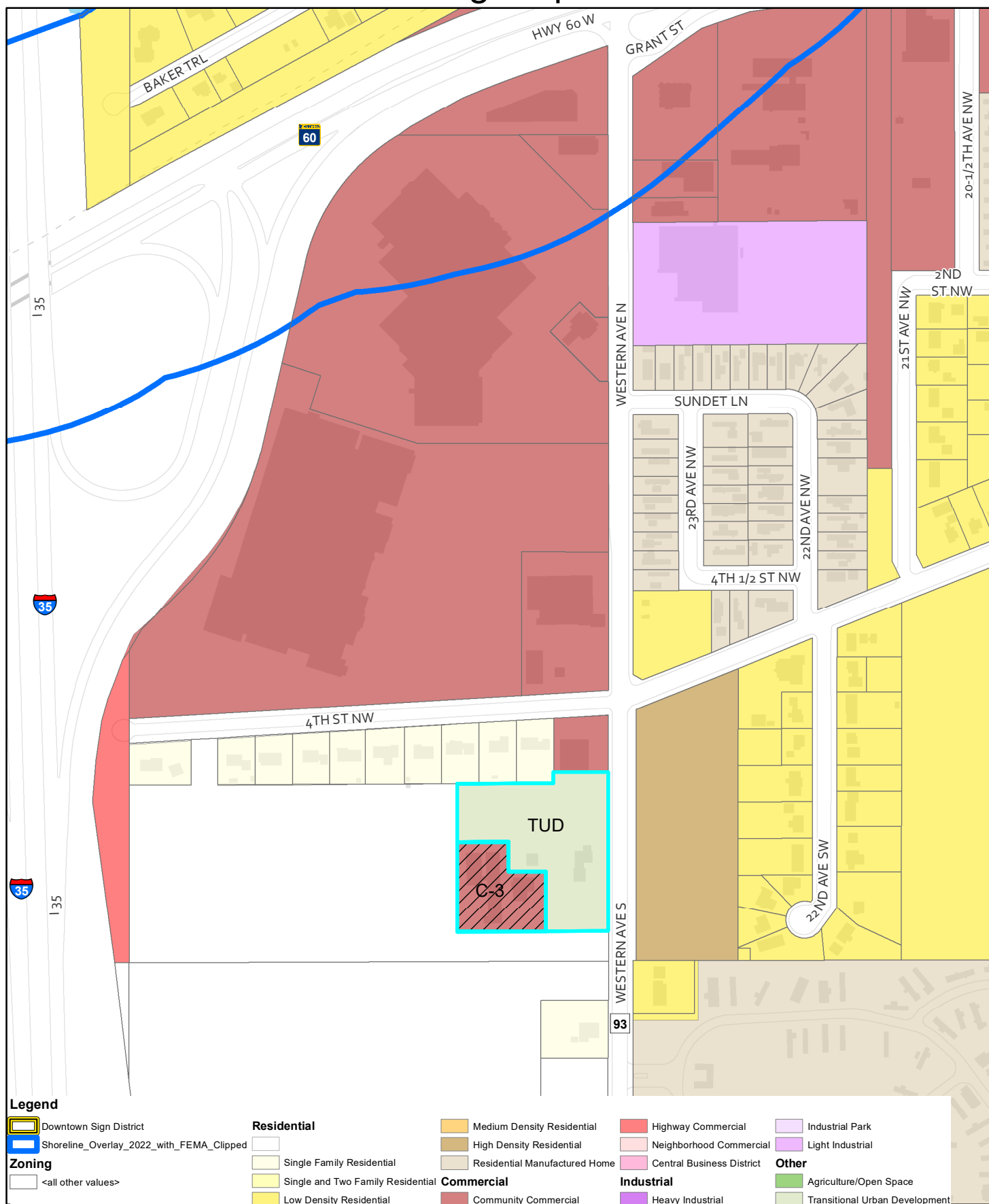
Requested Action

Approve findings in support of the proposed Rezoning Ordinance and the findings as listed in the Resolutions for approval of the requested variances and the Preliminary and Final Plat.

CLE Addition Comp Plan Map



CLE Addition Zoning Map





CLE Addition site 430 Western Ave. and 20700 Bagley Ave.

PRELIMINARY PLAT CLE ADDITION

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 110 NORTH, RANGE 21 WEST,
FARIBAULT, RICE COUNTY, MINNESOTA

LEGEND

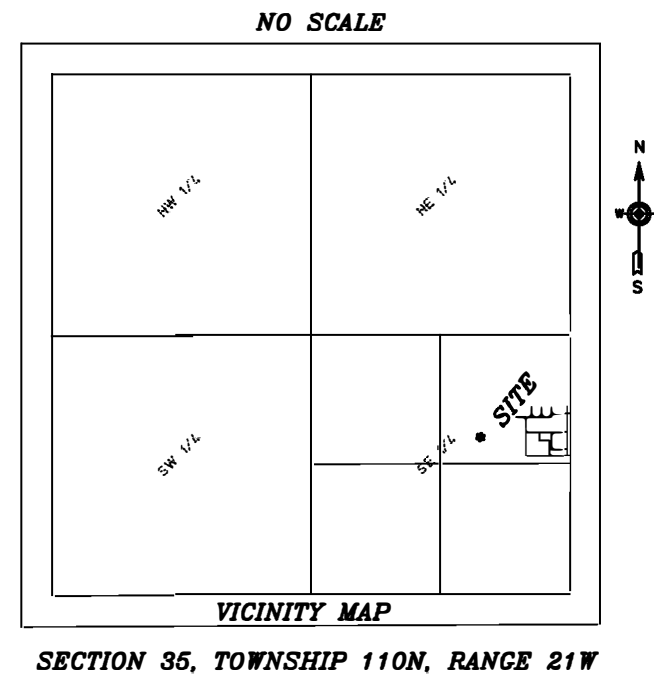
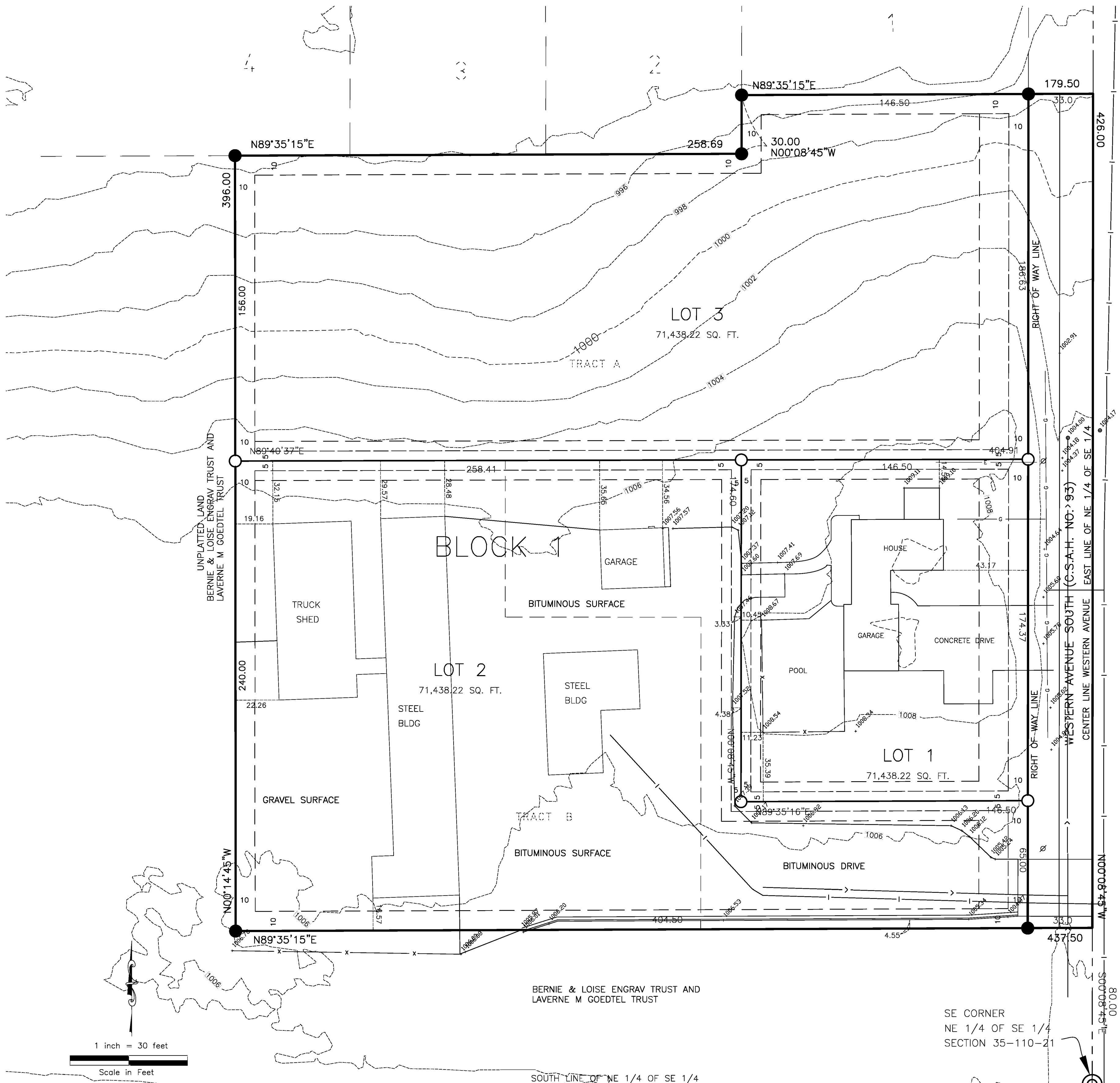
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NOTE :
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1 inch = 30 feet
Scale in Feet



LEGAL DESCRIPTION:
TRACT A AND TRACT B, REGISTERED LAND SURVEY NO. 4, Rice County, Minnesota.

TRACT A CERTIFICATE OF TITLE NO. 7678
TRACT B CERTIFICATE OF TITLE NO. 13602

TAX IDENTIFICATION NUMBERS:

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TRACT B: 1835400017

AREA:

THE PROPERTY CONTAINS 178,770 SQUARE FEET OR 4.1 ACRES MORE OR LESS

ZONING:

TRACT A: R1-A, Residential Homestead District
TRACT B: C3-A, Community Commercial District

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SURVEYORS' NOTES:

- 1). ZONING AND SETBACK DATA OBTAINED FROM, RICE COUNTY WEB SITE.
- 2). THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, PRIOR TO FINAL PLAT AN UPDATED TITLE COMMITMENT WILL BE OBTAINED.
- 3). ALL EXISTING BUILDINGS AND OUT-BUILDINGS ARE TO STAY.
- 4). THERE IS NO VISIBLE EVIDENCE OF WETLANDS ON THE PROPERTY,
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BULK REGULATIONS:

TRACT A: R1-A

MINIMUM LOT AREA=9,000 SQ. FT.

MINIMUM LOT WIDTH=70 FEET

BUILDING SETBACKS:

FRONT=25 FEET
SIDE=10 FEET
REAR=10 FEET

MAXIMUM BUILDING HEIGHT=35 FEET

TRACT B: C3-A

MINIMUM LOT AREA=40,000 SQ. FT.

MINIMUM LOT WIDTH=100 FEET

BUILDING SETBACKS:

FRONT=25 FEET
SIDE=10 FEET, 15 FEET ABUTTING RESIDENTIAL
REAR=10 FEET, 15 FEET ABUTTING RESIDENTIAL

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FRONT=10 FEET
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REAR=5 FEET, 10 FEET ABUTTING RESIDENTIAL

EXTERIOR STORAGE SETBACKS:

SIDE=10 FEET
REAR=10 FEET

MAXIMUM BUILDING HEIGHT=42 FEET

I hereby certify that this survey 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.

Signed the 18th day of January, 2023

Timothy S. Peterson
Minnesota License No. 45332
For PTS Land Services, Inc.

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

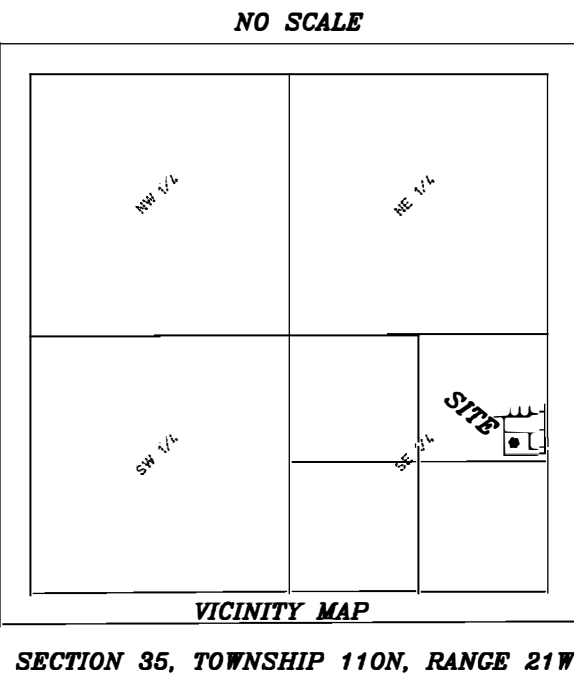
CLE ADDITION

LEGEND

- 1/2" X 18" IRON PIPE MONUMENT
SET, MARKED BY LICENSE NO. 45332
- RICE COUNTY MONUMENT FOUND
- IRON PIPE MONUMENT FOUND

BASIS OF BEARINGS:

FOR THE PURPOSES OF THIS PLAT EAST LINE OF NE 1/4 OF
SE 1/4, SEC. 1, TWP. 110 N. RGE 21 W, IS ASSUMED TO
BEAR NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST.



KNOW ALL PERSONS BY THESE PRESENTS: That Barbara J. Valentyn Trustee of the Barbara J. Valentyn Trust, fee owner, of the following described property:

TRACT A, REGISTERED LAND SURVEY NO. 4, RICE COUNTY, MINNESOTA, and TRACT B,
REGISTERED LAND SURVEY NO. 4, RICE COUNTY, MINNESOTA

Have caused the same to be surveyed and platted as CLE ADDITION and do hereby dedicate to
the public for public use the public ways and the drainage and utility easements as shown on
this plat.

In witness whereof Barbara J. Valentyn, Trustee of the Barbara J. Valentyn Trust, dated February 27, 2009,
have have hereunto set

her hands this _____ day of _____, 20____.

Barbara J. Valentyn, Trustee of the
Barbara J. Valentyn Trust, dated _____

SURVEYORS CERTIFICATE:

I, Timothy S. Peterson, Licensed Land Surveyor, certify that I have surveyed and platted the property
described in this plat as GEIGER ADDITION, that this plat is a correct representation of the survey,
that all distances are correctly shown on the plat in feet and hundredths of a foot, that all
monuments depicted on this plat have been or, will be correctly placed in the ground as shown
within one year, that the outside boundary lines are correctly designated on the plat and that there
are wetlands as defined in Minnesota Statutes Section 505.01 Subd. 3; and all public ways to be
designated are shown thereon.

Timothy S. Peterson, Land Surveyor
Minnesota License No. 45332

State of Minnesota

County of _____

The foregoing Surveyor's certificate was acknowledged before me this _____ day of _____,

20__ by Timothy S. Peterson, Land Surveyor,

_____,

Notary Public, _____ County, Minnesota

My Commission Expires: _____

CITY COUNCIL, CITY OF FARIBAULT, MINNESOTA:

We do hereby certify that on this _____ day of _____, 20__, the City Council
of the City of Faribault, Minnesota, approved this plat, and is in compliance with the provisions
of Minnesota Statutes section 505.03, subd. 2.

Kevin F. Voracek Mayor Timothy C. Murray City Administrator

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, subd. 11, this

plat has been reviewed and approved this _____ day of _____,

20_____.

Michael Fangman
Rice County Surveyor

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the

land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12,

there are no delinquent taxes and transfer entered this _____ day of _____,

20_____.

Denise Anderson
Property Tax & Elections Director

COUNTY RECORDER

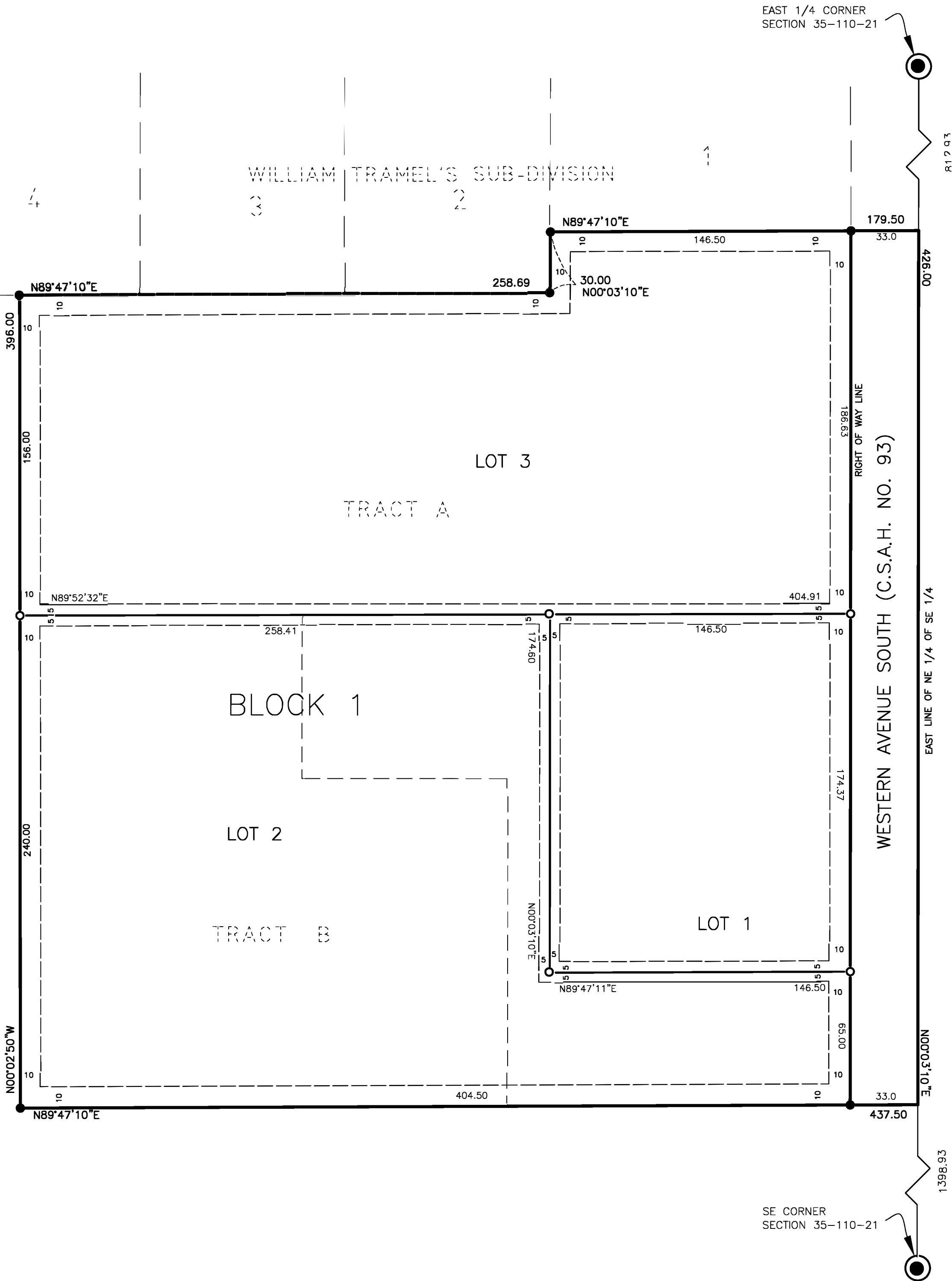
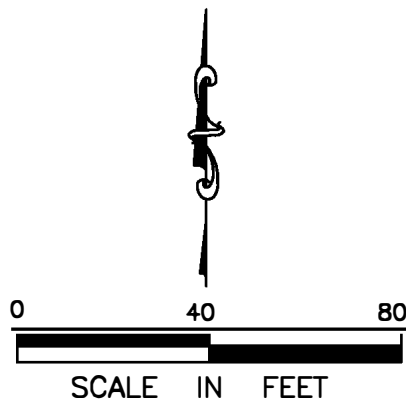
County Recorder, County of Rice, State of Minnesota

I hereby certify that this plat of CLE ADDITION was filed in the office of the County Recorder for

public record on this _____ day of _____, 20 ____ at _____

o'clock ____M. and was duly filed as Document Number _____.

Michael Fangman
Rice County Recorder



Proposed Zoning *PRELIMINARY PLAT CLE ADDITION*

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 110 NORTH, RANGE 21 WEST,
FARIBAULT, RICE COUNTY, MINNESOTA

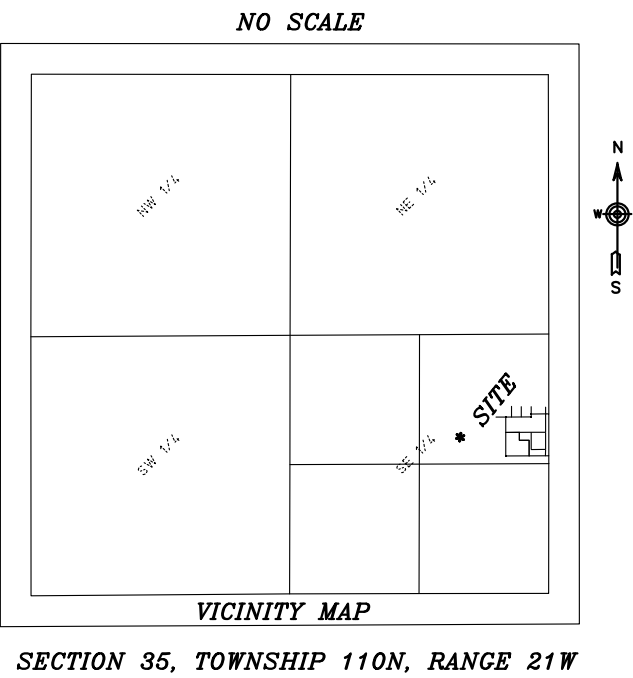
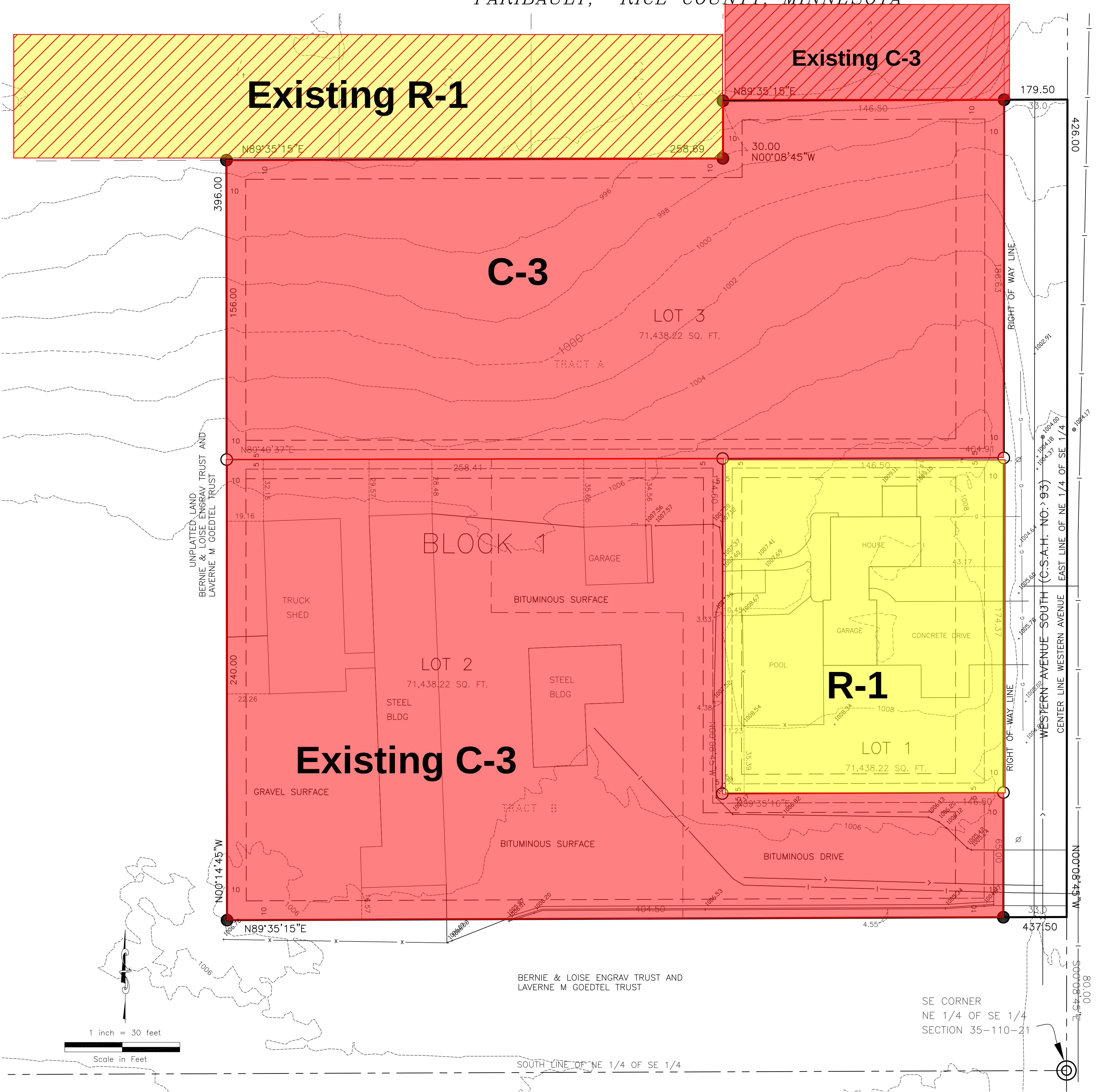
LEGEND

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- ⊙ WATER VALVE
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- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE
- ⊙ DENOTES TREE AND BRUSH LIMITS
- DENOTES PROPOSED DRAINAGE ARROW
- (944.00) DENOTES PROPOSED ELEVATION
- ⊙CS CURB STOP
- CO CLEAN OUT
- ⊙ BUSH
- ⊙ BARBECUE GRILL
- ⊙ AUTO SPRINKLER
- ⊙ BASKETBALL HOOP
- ⊙ BENCH
- ⊙ WATER SPIGOT
- ⊙ TRENCH DRAIN
- ⊙MW MONITORING WELL
- ⊙ STORM DISIPATER
- ⊙ SATELITE DISH
- ⊙ TELEPHONE
- ⊙ ELECTRIC PEDESTAL
- ⊙ FLAG POLE
- ⊙ GROUND LITE
- ⊙ MAILBOX
- ⊙ ROOF DRAIN
- ⊙ TRANSMISSION TOWER
- ⊙ VENT PIPE
- ⊙ WELL
- DENOTES ELEC. LINE
- DENOTES FENCE LINE
- DENOTES FIBER OPTIC
- DENOTES GAS LINE
- DENOTES SANITARY SEWER
- DENOTES STORM SEWER
- DENOTES TELEPHONE LINE
- DENOTES TV LINE
- DENOTES OVERHEAD UTL.
- DENOTES WATERMAIN
- DENOTES WETLAND
- ===== DENOTES RAIL ROAD

Alterations to this drawing are prohibited without the express written permission of PTS Land Services, Inc.

This survey reflects above ground indications of utilities and information available from asbuilt drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warranty that the under- ground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located underground utilities.

NOTE :
This survey was performed under cover of substantial snow fall. The surveyor makes no guarantee that all visible improvements are shown.



LEGAL DESCRIPTION:
TRACT A AND TRACT B, REGISTERED LAND SURVEY NO. 4, Rice County, Minnesota.

TRACT A CERTIFICATE OF TITLE NO. 7678
TRACT B CERTIFICATE OF TITLE NO. 13602

TAX IDENTIFICATION NUMBERS:
TRACT A: 1835400016
TRACT B: 1835400017

AREA:
THE PROPERTY CONTAINS 178,770 SQUARE FEET OR 4.1 ACRES MORE OR LESS

ZONING:
TRACT A: R1-A, Residential Homestead District
TRACT B: C3-A, Community Commercial District

FLOOD ZONE:
By graphic interpretation only, this property lies in Zone X (Areas outside the 0.2% annual chance floodplain) per National Flood Insurance Rate Map, Community Panel No. 27131C0266D. Said Rate Map has an effective date of April 03, 2012. No field surveying was performed to determine this zone.

SURVEYORS' NOTES:
1). ZONING AND SETBACK DATA OBTAINED FROM, RICE COUNTY WEB SITE.
2). THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, PRIOR TO FINAL PLAT AN UPDATED TITLE COMMITMENT WILL BE OBTAINED.
3). ALL EXISTING BUILDINGS AND OUT-BUILDINGS ARE TO STAY.
4). THERE IS NO VISIBLE EVIDENCE OF WETLANDS ON THE PROPERTY,
5). TOPOGRAPHY WILL BE ADDED AT THE TIME UTILITIES ARE LOCATED.

BULK REGULATIONS:
TRACT A: R1-A
MINIMUM LOT AREA=9,000 SQ. FT.
MINIMUM LOT WIDTH=70 FEET
BUILDING SETBACKS:
FRONT=25 FEET
SIDE=10 FEET
REAR=10 FEET
MAXIMUM BUILDING HEIGHT=35 FEET
TRACT B: C3-A
MINIMUM LOT AREA=40,000 SQ. FT.
MINIMUM LOT WIDTH=100 FEET
BUILDING SETBACKS:
FRONT=25 FEET
SIDE=10 FEET, 15 FEET ABUTTING RESIDENTIAL
REAR=10 FEET, 15 FEET ABUTTING RESIDENTIAL
PARKING AND LOADING SETBACKS:
FRONT=10 FEET
SIDE=5 FEET, 10 FEET ABUTTING RESIDENTIAL
REAR=5 FEET, 10 FEET ABUTTING RESIDENTIAL
EXTERIOR STORAGE SETBACKS:
SIDE=10 FEET
REAR=10 FEET
MAXIMUM BUILDING HEIGHT=42 FEET

I hereby certify that this survey 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.

Signed the 18th day of January, 2023
Timothy S. Peterson
Minnesota License No. 45332
For PTS Land Services, Inc.

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 14, 2023
SUBJECT: Ordinance 2023-3 Amending Chapter 7 of the Faribault City Code of Ordinances (First Reading)

Background:

On November 9, 2022, the City Council approved Ordinance 2022-33 that amended Chapter 2, changing the Fire Department to the Fire and Code Services Department. With this change, the Building Codes Division was moved from the Community and Economic Development Department to the Fire and Codes Services Department. The amendments to Chapter 7 reflect this change.

Recommendation:

Approve Ordinance 2023-3 on first reading

Attachments:

1. Ordinance 2023-3 Amending Chapter 7

**CITY OF FARIBAULT
ORDINANCE 2023-3**

AMENDING CHAPTER 7 OF THE FARIBAULT CITY CODE OF ORDINANCES

THE CITY OF FARIBAULT ORDAINS that the City Code of Ordinances shall be amended by the deletion of the ~~stricken~~ language and the addition of the underlined language as follows:

Section 1. Chapter 7, Article I, Sec. 7-1 is amended as follows:

Sec. 7-1. Codes adopted by reference.

The Minnesota State Building Code, as adopted by the commissioner of labor and industry pursuant to Minnesota Statutes chapter 326B, including all of the amendments, rules and regulations established, adopted and published from time to time by the Minnesota Commissioner of Labor and Industry, through the building codes and standards unit (the "building code"), is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this ~~ordnance~~ordinance. The Minnesota State Building Code is hereby incorporated in this chapter as if fully set out herein.

Section 2. Chapter 7, Article I, Sec. 7-2 is amended as follows:

Sec. 7-2. Application, Administration and Enforcement.

The application, administration, and enforcement of the building code shall be in accordance with Minnesota State Building Code. The building code shall be enforced within the extraterritorial limits permitted by Minnesota Statutes, Section 326B.121, Subd. 2(d), when so established by this chapter.

The building code enforcement agency of the city is called the ~~community and economic development~~fire and code services department - building code division. The building code shall be enforced by the Minnesota Certified Building Official designated by the city to administer the building code in accordance with Minnesota Statutes, Section 326B.133, Subdivision 1.

Section 3. Chapter 7, Article IV, Sec. 7-28 thru 7-29 is amended as follows:

Sec. 7-28. Application to the board of appeals.

If applicant requests determination on the suitability of alternative materials, methods of construction, or the reasonable interpretation of codes, he or she shall submit written notice of intent to appeal to the ~~community and economic development~~fire and code services director (fire chief) within thirty (30) calendar days of receipt of all decisions and findings of the building

official, on the prescribed forms, detailing in writing and fully explaining the basis for the appeal.

Sec. 7-29. Appeals Process.

The appeals hearing must occur within ten (10) working days from the date that a properly completed application is received by the ~~community and economic development~~fire and code services director (fire chief). If an appeals hearing is not held within this time, the applicant may appeal directly to the state building code appeals board. The appeals board shall render a decision in writing within five (5) business days of the appeals hearing.

Section 4. Chapter 7, Article V, Sec. 7-31, is amended as follows:

The ~~community and economic development~~fire and code services director (fire chief) or a designee shall render all decisions and findings in writing to the applicant.

Section 5. Chapter 7, Article VII, Sec. 7-67, is amended as follows:

Sec. 7-67. Application, administration and enforcement.

The application, administration and enforcement of the Minnesota Electrical Code shall be in accordance with the Minnesota Electrical Act. The Code shall be enforced in accordance with Minnesota Statutes, Sections 326B.081 through 326B.085, within incorporated limits of the city and the extraterritorial limits permitted by law. The City of Faribault's ~~Community and Economic Development~~Fire and Code Services Department - Building Code Division shall administer the Minnesota Electrical Act and shall be the enforcing agency. The Minnesota Electrical Code shall be enforced by the city's electrical inspector who shall be appointed by the city council to administer the Code.

Section 6. This ordinance shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: February 14, 2023

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator