



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, NOVEMBER 9, 2021

6:00 PM

1. Call to Order/Roll Call/Pledge of Allegiance
2. Presentations/Introductions
 - A. Introduction of new Police Officers by Chief Andy Bohlen
3. Approve minutes of October 26, 2021 Regular City Council Meeting and November 2, 2021 Special City Council Meeting - Closed Session
 - A. October 26, 2021 and November 2, 2021 City Council Meeting Minutes
4. Consent Agenda
 - A. List of Claims for Release
 - B. Resolution 2021-231 Authorize Execution of Minnesota Department of Transportation Grant Agreement No.1047453 for Airport Maintenance and Operation
 - C. Approve Policy 201 - Allegations of Misconduct
 - D. Approve 2022 Insurance Liability Coverage Waiver Form
 - E. Approve Early Retirement Incentive Program
 - F. Resolution 2021-232 Approve Appointments to the Economic Development Authority and Housing and Redevelopment Authority
 - G. Approve Change Order No.2 for Flood Mitigation Project
 - H. Accept Seasonal Bids for Miscellaneous Materials and Services
 - I. Demolition of 1811 7th Street NW
5. Requests to be Heard
6. Public Hearings
 - A. Consider Increase in 2022 On-Sale Intoxicating Liquor License Fees
 - B. Renewal of Currency Exchange License for Luis and Ana Del Aguila
7. Items for Discussion
 - A. Resolution 2021-229 Approve Variances from Setback Requirements for Side Yards Regarding Buildings and Parking Lot at 903 Spring Road
 - B. Ordinance 2021-11 Approve PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road - First Reading
 - C. Resolution 2021-230 Approve a Conditional Use Permit to Relocate a Previously Occupied Dwelling to 903 Spring Road
8. Bids - None
9. Boards and Commissions Reports, Announcements and Project Updates
10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, OCTOBER 26, 2021

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

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

Presentations/Introductions – None

Approve minutes of October 12, 2021 Regular City Council Meeting, October 12, 2021 Special City Council Meeting and October 19, 2021 Special City Council Meeting

Motion by Ross, seconded by Spooner to approve the minutes from the October 12, 2021 Regular City Council Meeting, October 12, 2021 Special City Council Meeting and October 19, 2021 City Council Meeting and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve LG 220 Application for Exempt Permit for Catholic United Financial Council SS Lawrence/Anne
- C. Approve LG240B Applications to Conduct Excluded Bingo for Women of the Moose
- D. Resolution 2021-224 Initiate Project and Order Feasibility Report for 2022 Street Overlay Improvements - Contract 2022-02
- E. Accept Quote for Wellhouse No.5 Watermain Installation
- F. Resolution 2021-227 Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a General Obligation Water Revenue Note; Series 2021, in the Original Aggregate Principal Amount of \$522,527; Providing for Its Issuance; and Authorizing the Execution of a Project Loan Agreement and Other Documents in Connection Therewith
- G. Approve Quote to Purchase and Install Playground at Prairie Park

Councilor Viscomi requested that Consent Agenda Item 4G. Approve Quote to Purchase and Install Playground at Prairie Park be removed for further discussion.

Motion by Viscomi, seconded by Wood to approve Consent Agenda Items A-F and carried unanimously.

Consent Agenda Item 4G. Approve Quote to Purchase and Install Playground at Prairie Park

Councilor Viscomi questioned where the playground was going to be located, the color choice of the playground and the accessibility of the playground. Parks and Recreation Director Paul Peanasky explained that the playground will be located in the southeast corner of the park. All neighborhood property owners were notified of the playground color choice, Staff received no comments on this matter. The swings as well as the musical instruments will be accessible to all park visitors via the trail.

Motion by Ross, seconded by van Sluis to approve Consent Agenda Item 4 G. Approve Quote to Purchase and Install Playground at Prairie Park and carried unanimously.

Requests to be Heard- None

Public Hearings

Resolution 2021-225 Adopting Special Assessments for the 2021 Street Reconstruction Improvements - Contract 2021-03

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

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

Bituminous Street Reconstruction:

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

The City has received no written objections to the proposed assessments. The special assessment roll proposes to assess a total of 12 parcels in the amount of \$153,016.85 out of a total estimated project cost of \$1,075,500.00. The assessments will be payable over a period of fifteen (15) years with an interest rate of 2.5%.

Motion by Viscomi, seconded by van Sluis to open the public hearing and carried unanimously. The public hearing opened at 6:10pm.

No Comments were received.

Motion by van Sluis, seconded by Spooner to close the public hearing and carried unanimously. The public hearing closed at 6:11pm.

Motion by Ross, seconded by Caron to approve Resolution 2021-225 Adopting Special Assessments for the 2021 Street Reconstruction Improvements - Contract 2021-03 and carried unanimously.

Resolution 2021-226 Adopting Special Assessments for the 2020 13th Street NW Extension Improvements - Contract 2020-05

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

This was a petitioned project for construction of a new street, 100% of the eligible project costs were assessed to the benefiting properties minus any credits for developer paid improvements/costs. DuChene noted that the special assessments for the undeveloped parcel (PID 18.25.3.26.011) are proposed to be deferred without interest for a maximum of 15 years or until the parcel is subdivided, developed, or is sold, transferred, or has a change of ownership.

The special assessment roll proposes to assess a total of 6 parcels in the amount of \$259,581.82. The assessments will be payable over a period of fifteen (15) years with an interest rate of 3.15%.

Motion by Ross, seconded by Viscomi to open the public hearing and carried unanimously. The public hearing opened at 6:18 pm.

DuChene did receive an email from RVS Leasing, one of the properties being assessed that stated if the assessment is deferred to 2036 or becomes due earlier if the property is developed or sold, RVS agrees with the assessment. In all other scenarios, RVS will contest the assessment. As discussed previously, RVS only agreed with the project assuming that the deferral is accepted.

Motion by van Sluis, seconded by Wood to close the public hearing and carried unanimously. The public hearing closed at 6:19pm.

Councilor Ross asked why the deferral was at 0% interest. DuChene explained that historically that is what had been done and that only the deferment period is at 0%. Mayor Voracek asked if new construction projects would qualify for the new franchise fee rebates, DuChene stated that they are not eligible.

Motion by Spooner, seconded by Caron to approve Resolution 2021-226 Adopting Special Assessments for the 2020 13th Street NW Extension Improvements - Contract 2020-05 and carried unanimously.

Items for Discussion

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

Finance Director Jeanne Day explained that at the September 21, 2021, City Council Work Session, there was a discussion on the issuance of GO Refunding Bonds for the 2012A and 2014A Bonds. It was the consensus of the Council to proceed with the sale of the bonds. At the October 12, 2021, City Council Meeting, action was taken through Resolution 2021-219 providing for the issuance and sale of General Obligation Refunding Bonds, Series 2021B, in the proposed aggregate principal amount of \$6,450,000. Action was also taken through resolution 2021-220 authorizing Northland Securities as the Municipal Advisor for the issuance of the bonds.

Tammy Omdal, Municipal Advisor from Northland Securities, attended the meeting to review the results of the proposals for consideration of awarding the sale. Ms. Omdal informed the Council that our S&P rating is AA. The bidding was very competitive and tight and the rate was higher than anticipated. Piper was awarded the bonds, they came in at 0.85%. This will create a savings for the City of \$270,000.

Motion by Ross, seconded by Viscomi to approve Resolution 2021-223 Awarding the Sale of General Obligation Refunding Bonds, Series 2021B in the Original Aggregate Principal Amount of \$6,450,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for the Redemption of Bonds Refunded Thereby and carried unanimously.

Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances - Second Reading and Approve Ordinance 2021-10 Summary Publication

City Administrator Tim Murray explained that the fines stipulated under Sec. 4-24 of the City Code of Ordinances, for violations involving alcoholic beverage licensees, only include suspensions. The Council reviewed this topic initially at the July 7, 2020 Joint Committee meeting, and then again at the October 5, 2021 Council Work Session. There have been no changes to this ordinance since its first reading on October 12, 2021.

Motion by van Sluis, seconded by Wood to approve Ordinance 2021-10 Amend Sec. 4-24. Revocation or Suspension of a License or Permit. of the City Code of Ordinances

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Spooner, seconded by Viscomi to approve Ordinance 2021-10 Summary Publication and carried unanimously.

Resolution 2021-228 Approve a Conditional Use Permit to Construct a New Storage Building at Calvary Cemetery, 3415 Calvary Drive

Community and Economic Development Director Deanna Kuennen explained that the Calvary Cemetery Association is seeking to build a 2,240 square foot building for equipment at the cemetery with a paved driveway. The building is to be built west of an existing building that will be removed upon completion of the new structure. Cemeteries are a conditional use in the TUD District. Therefore, a CUP amendment is needed for construction of new buildings on the site.

At its meeting of October 18, 2021, the Planning Commission, after proper notice, held a public hearing to consider the application by Calvary Cemetery Association for a Conditional Use Permit to build a new storage building at the cemetery located at 3415 Calvary Drive. The Planning Commission by a vote of 6-0 approved findings in support of the application and they recommend City Council approval of a CUP to construct the proposed storage building at Calvary Cemetery with conditions. The proposed storage building will be constructed with a metal roof and siding as well as a knee wall of rock-faced concrete block material. Curbs will be required-consistent with the current drives and other paved surfaces. Evergreen trees at least 6-feet tall will be planted north and east of the building to screen the building from guests. The applicants did request that they be permitted to reduce the size of the storage building if they so choose. No residents or adjoining owners spoke during the public hearing regarding this application. The City did not receive any public comments prior to the meeting or after the meeting regarding this application

Motion by Spooner, seconded by Wood to approve Resolution 2021-228 Approve a Conditional Use Permit to Construct a New Storage Building at Calvary Cemetery, 3415 Calvary Drive and carried unanimously.

Resolution 2021-229 Deny Applications for Variances, Planned Unit Development and Conditional Use Permit Related to 903 Spring Road

Community and Economic Development Director Deanna Kuennen explained that Chris Bakken, Chief Manager of Extreme Unlimited LLC property owner, is proposing to develop two four-unit buildings on a vacant lot located at 903 Spring Road. The property is zoned R-4 High Density Residential District and is 18,500 square feet. The development plans call for one new four-unit building to be built at the south end of the property as well as to move in a previously occupied four-unit building that will be located at the north end of the site. Both buildings will have the same architectural appearance, they will have two units on the upper floor, and two garden level units on the lower floor. The plan calls for 14 parking space and one ADA space. Kuennen pointed out that the Kwik Trip development adjacent to the site, encroaches on the property.

The proposal meets the density limits for the R-4 zoning, however it does not meet the setback requirements, therefore Mr. Bakken is requesting variances from side parking lot setback requirements to allow a 5-foot setback from the east, where 10-feet is the minimum required for this district and is also seeking a variance from side building setback requirements to allow both buildings at a 10-foot setback from the west lot line where a minimum of 15- feet is required in the R-4 district.

A Conditional Use Permit (CUP) was also requested in this case to approve the use of a previously occupied dwelling at this site as required by Sec. 7-30 of the Unified Development Ordinance (UDO) and a Planned Unit Development (PUD) is required for approval of more than one principal building on one lot.

At its meeting of October 18, 2021, the Planning Commission held a public hearing regarding the aforementioned applications. No one from the public was present to speak in regard to these applications. The City has not received any comments from the public on these applications. A staff report recommending denial of the applications requested in this case was presented to the Planning Commission. The report noted that the applications do not meet the required findings for approval of variances. The practical difficulties in this case were created by the applicant in seeking to locate an existing building on the site with a second building to match it rather than designing a building and parking lot layout that fits the dimensions of the lot. The report noted that there are no unique physical characteristics that justify the variances. The application for a Planned Unit Development did not provide enhanced open space and an innovative design. The CUP in this case relies on the variances and planned unit development for approval. If these are not approved, the CUP should also be denied.

The Planning Commission voted three to three on a motion to deny all three applications. The motion failed, so the Planning Commission did not forward a recommendation regarding this matter. Staff recommendations is for denial, as was presented to the Planning Commission.

Councilor Spooner asked if the reason for denial is the setback request and if it is tied to Kwik Trip encroaching on their property, Planning Coordinator Peter Waldock explained that the Kwik Trip encroachment is a separate issue and that the denial is based on the findings not being met for a

variance. Spooner stated that it meets the area, the variance is on the west is a parking lot and the variance for the other is the back of Kwik Trip, he was in support of approving the variances. Councilor Wood was in support of approving the variances, CUP and PUD as the lot has been empty for two years. Councilor Ross stated that the building is going on the west side, adjacent to the parking lot on the east side, a 5-foot variance is not a reason to deny the application. Councilor Caron was concerned by the density on the property and the lack of green space, Ross stated that it is close to the school that could provide green space. Councilor Viscomi was in support of more housing. Councilor van Sluis asked how the project could move forward, city attorney Scott Riggs explained that the Council could continue this item and direct staff to bring it back with findings for approval. Spooner asked if the applicant was not moving in a building if a CUP would be required, Kuennen stated that a CUP would not be needed but they would be required to meet setbacks and a PUD would be required. City Administrator Tim Murray pointed out that for a PUD the city does expect required enhancements, and there are none with this project.

Motion by Spooner, seconded by Wood to send Resolution 2021-229 Deny Applications for Variances, Planned Unit Development and Conditional Use Permit Related to 903 Spring Road back to City Staff to write conditions for approval and carried 6:1 with Councilor Caron voting Nay.

Bids – None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was included as part of the meeting materials.

Councilor Caron informed the Council that the Johnston Hall Memorial Committee has begun meeting. Mayor Voracek told everyone to have a safe Halloween weekend, and drive safely!

Adjournment

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

Meeting adjourned at 6:52pm.

Respectfully Submitted,

Heather Slechta
Assistant to the City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, NOVEMBER 2, 2021

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 7:24 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner and Jon Wood. Also in attendance was City Administrator Tim Murray

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

The meeting was closed at 7:25 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.03, subdivision I(b) on Tuesday, November 2, 2021, for the following purpose: To consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01-179A.025.

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

The meeting was opened at 7:53 pm.

Adjournment

Motion by Caron, seconded by Wood to adjourn the meeting.

Meeting adjourned at 7:53 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: November 9, 2021
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,301,077.58, which includes check numbers 173030 to 173171 and automatic clearing house payments.

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

Recommendation:

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

Attachments:

1. 11-09-2021 Council AP List

AP

AP Council Approval 11-09-2021



User: astadler
Printed: 11/4/2021 1:06:19 PM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	19,450.81	Electrical Inspections
	5 Star Inspections Inc		19,450.81	
0	All Pro Cleaners LLC	241-46330-461-44010	149.50	49 Units Trash Pick Up October 2021
0	All Pro Cleaners LLC	241-46330-461-44010	373.75	900 D Spring Road 12.5 Hours Cleaning Vacant
0	All Pro Cleaners LLC	898-46310-000-44010	1,061.45	35.5 Hours Janitorial Service October
	All Pro Cleaners LLC		1,584.70	
0	Aman Stephanie	240-46210-460-43310	93.63	Travel Expenses to EDAM Tour
	Aman Stephanie		93.63	
173041	Amazon Capital Services	101-42220-420-42110	221.90	OtterBox iPhone Cases & iPad Cases
173041	Amazon Capital Services	101-45140-450-42110	166.93	Frostival Supplies
173041	Amazon Capital Services	101-41800-410-42020	42.48	USB Flashdrives for HR
173041	Amazon Capital Services	101-45140-450-42110	48.20	Youth Baseball Sign Clips
173041	Amazon Capital Services	101-42121-420-42410	130.00	Digital Voice Recorder (2)
173041	Amazon Capital Services	101-42220-420-42410	249.99	Milwaukee M18 Switch Tank 4-Gallon
173041	Amazon Capital Services	101-45140-450-42110	99.96	Frostival Supplies
	Amazon Capital Services		959.46	
0	American Engineering Testing Inc	469-43121-430-45300	11,986.50	(2021-04) Materials Testing 9/13/21-10/8/21
	American Engineering Testing Inc		11,986.50	
173042	American Red Cross	101-45130-450-43131	48.00	Adult CPR/AED
	American Red Cross		48.00	
0	Angle Spencer	101-42123-420-43310	69.00	Dinner Per Diem / SWAT Ft McCoy

Check Numb	Last Name	Acct 1	Amount	Description
	Angle Spencer		69.00	
173043		241-46330-461-44375	220.00	408 NW 13th Street Utility Reimbursement November 2021
			220.00	
173044	Baker & Taylor Entertainment	101-45500-450-42190	520.10	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	146.94	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	60.79	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	24.22	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	88.78	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	397.33	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	73.27	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	1,052.55	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	29.02	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	36.34	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	511.90	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	10.73	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	1,084.56	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	52.91	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	15.14	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	181.87	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	132.41	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	242.72	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	1,018.20	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	-54.15	Credit for Invoice #2036062484 Paid Twice
173044	Baker & Taylor Entertainment	101-45500-450-42190	383.48	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	238.89	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	158.10	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	144.35	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	90.01	Books
173044	Baker & Taylor Entertainment	101-45500-450-42190	31.20	Books
	Baker & Taylor Entertainment		6,671.66	
173045	Bauer Ryan	603-49500-000-44010	39.37	Install Check Valve on Faucet
173045	Bauer Ryan	602-49450-000-44010	18.96	Repair Men's Toilet Flush Valve
173045	Bauer Ryan	603-49500-000-44010	2.69	Repair Men's Toilet Flush Valve
173045	Bauer Ryan	601-49430-000-44010	39.36	Install Check Valve on Faucet
173045	Bauer Ryan	601-49430-000-44010	18.96	Repair Men's Toilet Flush Valve
173045	Bauer Ryan	602-49450-000-44010	39.36	Install Check Valve on Faucet
173045	Bauer Ryan	101-45122-450-44010	1,190.12	Repaired Shower

Check Numb	Last Name	Acct 1	Amount	Description
173045	Bauer Ryan	101-45122-450-44010	90.00	Repaired Drain Line
173045	Bauer Ryan	601-49430-000-45200	895.90	Lawn Irrigation Stub Out & Vacuum Breaker -Water Trmt Plant
173045	Bauer Ryan	101-43121-430-44010	182.14	Repair Men's Toilet Flush Valve
	Bauer Ryan		2,516.86	
173046	Baynes Jeremy	601-00000-000-20200	31.23	Refund Check 017909-007, 523 7 St NW
	Baynes Jeremy		31.23	
0	BCM Construction Inc	601-49430-000-44050	1,180.00	Water Main Break 1st St NE
0	BCM Construction Inc	601-49430-000-44050	1,180.00	Water Main Break 9th Ave SE
	BCM Construction Inc		2,360.00	
173047	Benzick Eugene	601-00000-000-20200	25.39	Refund Check 005717-000, 515 10 St SW
	Benzick Eugene		25.39	
173048	Berg Kirk	873-00000-000-20200	142.87	Refund Check 020962-000, 18214 Roberds Lake Blvd
	Berg Kirk		142.87	
0	BGMN Inc	601-49430-000-42130	18.36	Diesel Additive for Stock
0	BGMN Inc	101-45200-450-42130	24.47	Diesel Additive for Stock
0	BGMN Inc	101-42123-420-42130	12.24	Diesel Additive for Stock
0	BGMN Inc	101-43121-430-42130	48.95	Diesel Additive for Stock
0	BGMN Inc	602-49450-000-42130	18.36	Diesel Additive for Stock
	BGMN Inc		122.38	
0	Bluefin Payment Systems-Fees	601-49430-000-44325	90.75	September Credit Card Fees
0	Bluefin Payment Systems-Fees	101-41910-410-44325	2.31	September Credit Card Fees
0	Bluefin Payment Systems-Fees	101-42400-420-44325	15.99	September Credit Card Fees
0	Bluefin Payment Systems-Fees	601-49430-000-44325	3,244.40	September Credit Card Fees
0	Bluefin Payment Systems-Fees	602-49450-000-44325	3,244.39	September Credit Card Fees
0	Bluefin Payment Systems-Fees	602-49450-000-44325	90.76	September Credit Card Fees
0	Bluefin Payment Systems-Fees	101-42700-420-44325	8.31	September Credit Card Fees
0	Bluefin Payment Systems-Fees	898-46310-000-44325	15.32	September Credit Card Fees
0	Bluefin Payment Systems-Fees	241-46330-461-44325	35.42	September Credit Card Fees
	Bluefin Payment Systems-Fees		6,747.65	

Check Numb	Last Name	Acct 1	Amount	Description
0	Bolton & Menk Inc	401-43121-430-45300	11,496.50	Northern Link TH 3 Trail
0	Bolton & Menk Inc	602-49450-000-45300	5,536.00	TH 3 Trunk Sanitary Sewer (2023-xx)
	Bolton & Menk Inc		17,032.50	
0	Border States Industries Inc	101-42210-420-42230	2.92	PVC Couplings
0	Border States Industries Inc	101-42210-420-42230	258.73	PVC Conduit
0	Border States Industries Inc	602-49480-000-42110	39.38	LED Light Bulb
0	Border States Industries Inc	602-49480-000-42110	109.50	Light Bulbs
0	Border States Industries Inc	101-43170-430-42240	70.69	Bulbs for Stop Lights
	Border States Industries Inc		481.22	
173049	Bulver John & Judy	601-00000-000-20200	13.03	Refund Check 023559-000, 310 23 St NW Apt 3
	Bulver John & Judy		13.03	
173050	Bussert Karen M	215-42123-420-45500	40.00	Decals for New K9 Vehicle
	Bussert Karen M		40.00	
173051	Canon Financial Services Inc	101-42210-420-44160	68.46	Coper Lease 10/01/2021-10/31/2021
	Canon Financial Services Inc		68.46	
0	Cardmember Service	101-45500-450-42010	39.23	Wal Mart 3-Hole Punch/Isopropyl Alcohol/Hand Soap/Cleaner
0	Cardmember Service	101-45500-450-43132	165.00	LMC -Social Media for Elected Officials Training
0	Cardmember Service	101-42123-420-43140	325.00	SOTA Conf / S Angle
0	Cardmember Service	101-45140-450-42110	30.00	Facebook Advertising - Pet Parade
0	Cardmember Service	101-45110-450-43310	20.25	Bar 209 - Meal - MRPA Board Meeting
0	Cardmember Service	101-45500-450-42190	22.78	Amazon - Books
0	Cardmember Service	101-45500-450-43130	34.74	Amazon - Googly Eyes/Vinyl/Contact Paper
0	Cardmember Service	240-46210-460-43140	340.00	EDAM Fall Conference - Kuennen
0	Cardmember Service	101-45110-450-43310	4.13	McDonalds - Meal- MRPA Board Meeting
0	Cardmember Service	101-45500-450-43130	17.95	Amazon - Ukulele Tuning Batteries
0	Cardmember Service	101-42123-420-43135	-31.49	Ray Allen Credit
0	Cardmember Service	101-45500-450-43130	11.99	Amazon - Envelopes for Take-N-Make
0	Cardmember Service	101-42400-420-43140	340.00	Dept of Labor Training
0	Cardmember Service	101-42210-420-42110	81.59	Walgreens - Fire Department Canvas
0	Cardmember Service	101-42123-420-43140	325.00	SOTA Conf / T Kuchinka
0	Cardmember Service	101-42123-420-43135	-0.01	Muddy Paws Credit
0	Cardmember Service	101-42400-420-44325	25.00	Authorize.NetOnline Permits Banking Fee
0	Cardmember Service	101-42123-420-43135	0.01	Muddy Paws / Boarding / Thor

Check Numb	Last Name	Acct 1	Amount	Description
0	Cardmember Service	101-42210-420-43140	-225.00	AMEM - Conference Refund
0	Cardmember Service	101-45500-450-43130	205.85	Prairie Moon-Pollinator Plants
0	Cardmember Service	101-42210-420-42110	40.80	Walgreens - Photo Prints
0	Cardmember Service	101-45500-450-42190	33.83	Amazon - Books
0	Cardmember Service	101-45110-450-43310	50.42	Crooked Pint - Meals - Rec Coordinator Interviews
0	Cardmember Service	101-42220-420-42110	139.36	WalMart - Cleaning Supplies/Gatorade
0	Cardmember Service	101-45500-450-42190	62.38	Amazon -Books
0	Cardmember Service	101-42123-420-43135	48.27	Muddy Paws / Boarding / Thor
0	Cardmember Service	101-42121-420-43310	138.94	Expedia: Hotel/Active Shooter/J Sjodin
0	Cardmember Service	101-45500-450-42010	25.79	Amazon - Hand Sanitizer
0	Cardmember Service	101-42123-420-43140	325.00	SOTA Conf / J Holm
0	Cardmember Service	101-45500-450-42190	15.33	Amazon - Books
0	Cardmember Service	101-45110-450-44330	14.99	Zoom - Monthly Subscription
0	Cardmember Service	101-42400-420-43140	112.00	Contractor University - Training Lawrenz
0	Cardmember Service	101-42110-420-42110	46.00	Walter Curtis Co - Badge Wallet
0	Cardmember Service	101-45110-450-43140	79.00	i2 Eye Squared - Leadership Conference Registration - Kevin O'Br
0	Cardmember Service	101-45500-450-42410	98.99	Amazon - Whiteboard Flipchart Easel
0	Cardmember Service	101-45110-450-43140	79.00	i2 Eye Squared - Leadership Conference Registration - Brad Pheno
	Cardmember Service		3,042.12	
173052	Carlson Timothy and Lynette	601-00000-000-20200	7.68	Refund Check 024490-000, 1416 Wellington Cr
	Carlson Timothy and Lynette		7.68	
173053	Cengage Learning Inc	101-45500-450-42190	18.50	Books
173053	Cengage Learning Inc	101-45500-450-42190	19.00	Books
	Cengage Learning Inc		37.50	
173034	CenturyLink	602-49450-000-43210	65.39	507-334-0586 787
173034	CenturyLink	101-45500-450-43210	55.00	507 334-0138 069 Elevator Phone
173034	CenturyLink	602-49450-000-43210	59.96	507-334-0412 356 Matteson St Lift Station
173034	CenturyLink	225-49810-430-43210	65.39	507-334-2850 219
173034	CenturyLink	601-49430-000-43210	65.39	507-334-0557 655
173034	CenturyLink	902-00000-000-23935	-856.87	Monthly Service 10/13/21-11/12/21
173034	CenturyLink	601-49430-000-43210	83.04	507-332-9045 313Sensus Back-up Dialer
173034	CenturyLink	902-00000-000-23935	856.87	Monthly Service 10/13/21-11/12/21
173034	CenturyLink	602-49480-000-43210	175.17	507-334-8696 581
173034	CenturyLink	101-41940-410-43210	287.53	507-332-2400 019
	CenturyLink		856.87	

Check Numb	Last Name	Acct 1	Amount	Description
173054	Chamber Trust	101-42110-420-43130	150.00	Hometown Heroes Banner Program
	Chamber Trust		150.00	
173055	Chambers Chad or Amie	601-00000-000-20200	135.55	Refund Check 016548-000, 17 9 Ave SE
	Chambers Chad or Amie		135.55	
0	Cintas Corporation	898-46310-000-42110	2.00	1324 Prairie Ave Hand Sanitizer
0	Cintas Corporation	898-46310-000-44010	24.00	1324 Prairie Ave Sanitizer Service
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	603-49500-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	898-46310-000-42110	2.00	1324 Prairie Avenue Hand Sanitizer
0	Cintas Corporation	101-41940-410-44060	13.38	Laundry Service - Mops & Towels
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	2.37	Laundry PWP
0	Cintas Corporation	603-49500-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	101-41940-410-44060	14.40	Laundry Service - Mops
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	898-46310-000-44010	4.00	1324 Prairie Avenue Sanitizer Service
0	Cintas Corporation	898-46310-000-44060	10.98	1324 Prairie Avenue Mats
0	Cintas Corporation	603-49500-000-44060	0.33	Laundry PWP
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels Floor Mats
0	Cintas Corporation	601-49430-000-44060	2.37	Laundry PWP
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels Floor Mats
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	33.25	Uniform Laundry
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	22.75	Laundry PWP
0	Cintas Corporation	602-49480-000-44060	36.23	Uniform Laundry
0	Cintas Corporation	898-46310-000-44060	42.98	1324 Prairie Avenue Mats
	Cintas Corporation		451.48	
173056	City of Faribault	241-46330-461-44375	34.00	1522 Western November Utility Reimb 020565-000
173056	City of Faribault	241-46330-461-43850	9.43	900 D Spring Road Vacant Sewer thru 10/29/2021
173056	City of Faribault	241-46330-461-44375	187.00	910 SW 1st Street November Utility Reimb 022499-001
173056	City of Faribault	241-46330-461-43860	5.52	900 D Spring Road Vacant thru 10/29/2021

Check Numb	Last Name	Acct 1	Amount	Description
173056	City of Faribault	241-46330-461-43820	11.70	900 D Spring Road Vacant Water thru 10/29/2021
173056	City of Faribault	241-46330-461-44375	247.00	830 SW 9th Ave November Utility Reimb 020404-000
173056	City of Faribault	241-46330-461-44375	206.00	523 Lincoln Ave November Utility Reimbursement to water 022629-0
173056	City of Faribault	241-46330-461-44375	5.00	1806 Shumway November Utility Reimb 020181-002
173035	City of Faribault	101-45127-450-43850	14.97	005003-043 705 17 St SW
173035	City of Faribault	241-46330-461-43820	11.36	005090-003 1528 Western Ave
173035	City of Faribault	601-49430-000-43850	31.51	005003-032 812 8 Ave NW (New Water Plant)
173035	City of Faribault	241-46330-461-43860	19.10	005090-000 910 1 St SW
173035	City of Faribault	225-49810-430-43820	15.92	005003-004 3401 Hwy 21 W
173035	City of Faribault	902-00000-000-23935	-8,741.55	Water/Sewer Bill-September
173035	City of Faribault	902-00000-000-23935	8,741.55	Water/Sewer Bill-September
173035	City of Faribault	602-49480-000-43820	3,151.13	005003-019 214 14 St NE
173035	City of Faribault	211-46310-460-43860	5.70	005003-000 16 1 St SE
173035	City of Faribault	241-46330-461-43820	11.36	005090-026 1526 Western Ave
173035	City of Faribault	225-49810-430-43820	11.36	005003-005 Airport Terminal
173035	City of Faribault	898-46310-000-43860	68.74	014197-000 1324 Prairie Ave
173035	City of Faribault	241-46330-461-43820	11.39	005090-007 1806 Shumway Ave
173035	City of Faribault	241-46330-461-43820	11.36	005090-000 910 1 St SW
173035	City of Faribault	211-46310-460-43850	31.56	005003-000 16 1 St SE
173035	City of Faribault	241-46330-461-43820	11.36	005090-001 920 1 St SW
173035	City of Faribault	101-45127-450-43820	24.13	005003-043 705 17 St SW
173035	City of Faribault	898-46310-000-43850	298.46	014197-000 1324 Prairie Ave
173035	City of Faribault	241-46330-461-43820	11.36	005090-006 1810 Shumway Ave
173035	City of Faribault	101-45127-450-43860	31.52	005003-043 705 17 St SW
173035	City of Faribault	241-46330-461-43820	11.36	005090-016 1814 Shumway Ave
173035	City of Faribault	225-49810-430-43850	14.54	005003-004 3401 Hwy 21 W
173035	City of Faribault	898-46310-000-43820	172.14	014197-000 1324 Prairie Ave
173035	City of Faribault	241-46330-461-43860	38.36	005090-026 1526 Western Ave
173035	City of Faribault	602-49480-000-43860	195.80	005003-019 214 14 St NE
173035	City of Faribault	602-49480-000-43820	11.36	005003-022 214 14 St NE
173035	City of Faribault	241-46330-461-43860	20.69	005090-007 1806 Shumway Ave
173035	City of Faribault	602-49480-000-43820	2,135.27	005003-023 214 14 St NE
173035	City of Faribault	211-46310-460-43820	23.29	005003-000 16 1 St SE
173035	City of Faribault	241-46330-461-43820	11.36	005090-004 1818 Shumway Ave
173035	City of Faribault	225-49810-430-43860	237.58	005003-004 3401 Hwy 21 W
173035	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
173035	City of Faribault	101-45127-450-43820	2,089.19	005003-030 705 17 St SW-Irrigation
	City of Faribault		9,447.20	
173057	City of Owatonna	101-42220-420-44330	468.00	12 Month E-Dispatches Services 8/1/2021 to 7/31/2022

Check Numb	Last Name	Acct 1	Amount	Description
	City of Owatonna		468.00	
173058	Clark Bridget	601-00000-000-20200	51.99	Refund Check 021731-000, 2213 Birn-Hill Dr
	Clark Bridget		51.99	
173059	Clean Choice Energy	101-43160-430-43810	197.49	303661815495 Heritage Place
173059	Clean Choice Energy	101-45200-450-43810	176.90	304017445900 Lyndale Ave N
173059	Clean Choice Energy	101-45200-450-43810	672.38	3025764661815 Alexander Dr
173059	Clean Choice Energy	101-43160-430-43810	22.10	304116511800 Lyndale Ave SW
173059	Clean Choice Energy	101-45500-450-43810	1,700.93	30234228711 Division St E (Library)
173059	Clean Choice Energy	101-45200-450-43810	18.64	303239611330 9th Ave SW Sr High Tennis Cts
173059	Clean Choice Energy	603-49500-000-43810	59.84	3040518161200 Belview Tr
173059	Clean Choice Energy	101-45126-450-43810	659.38	303373970117 Shumway Ave
173059	Clean Choice Energy	101-45200-450-43810	16.44	3023211021000 7th Ave SW
173059	Clean Choice Energy	101-43160-430-43810	25.29	3043806371690 Highway 60W Street Lighting
173059	Clean Choice Energy	101-43160-430-43810	254.88	3041576453305 Highway 60
173059	Clean Choice Energy	101-45200-450-43810	154.82	3043066891800 Alexander Dr Concession Stand
173059	Clean Choice Energy	602-49450-000-43810	142.43	3036919802219 Grant St NW Lift Station
173059	Clean Choice Energy	101-43121-430-43810	4,043.77	3040518161200 Belview Tr
173059	Clean Choice Energy	101-45127-450-43810	115.07	304160080705 17 St SW (Soccer Complex)
173059	Clean Choice Energy	902-00000-000-23935	-14,255.71	Solar Bill - September
173059	Clean Choice Energy	101-43160-430-43810	24.62	3041165101904 Grant St
173059	Clean Choice Energy	101-43160-430-43810	407.63	302767481210 3 St NE St Light
173059	Clean Choice Energy	101-43170-430-43810	85.15	3042653021990A Lyndale Ave N Signal
173059	Clean Choice Energy	101-43170-430-43810	180.95	3034532651500 7th St NW Signal Lights
173059	Clean Choice Energy	101-43160-430-43810	19.09	3041165121000 Lyndale Ave S
173059	Clean Choice Energy	101-45200-450-43810	50.62	302261595920 9th Ave SW
173059	Clean Choice Energy	101-42210-420-43810	739.12	302527702122 2nd St NW (Fire Hall)
173059	Clean Choice Energy	601-49430-000-43810	1,769.08	3039299721904 Fairgrounds Dr Well
173059	Clean Choice Energy	101-43170-430-43810	21.39	3041315032200 30 St NW Signal Lights
173059	Clean Choice Energy	602-49450-000-43810	420.85	3040518161200 Belview Tr
173059	Clean Choice Energy	902-00000-000-23935	14,255.71	Solar Bill - September
173059	Clean Choice Energy	101-45200-450-43810	38.74	303510224520 3rd St NW (Central Pk Bandstand)
173059	Clean Choice Energy	602-49450-000-43810	17.28	3027721851150 Willow St Lift Station
173059	Clean Choice Energy	601-49430-000-43810	1,455.16	302969048350 Alexander Park Well #6
173059	Clean Choice Energy	601-49430-000-43810	420.84	3040518161200 Belview Tr
173059	Clean Choice Energy	101-43160-430-43810	155.68	3041576321602 2nd Ave NW
173059	Clean Choice Energy	101-43170-430-43810	172.85	3025252474050 Highway 60W Signal Lights
173059	Clean Choice Energy	602-49450-000-43810	16.30	303203605319 Lind St Lift Station

Check Numb	Last Name	Acct 1	Amount	Description
	Clean Choice Energy		14,255.71	
0	CoLibri System	101-45500-450-44045	70.00	Welding Bar for Book Covering Machine
0	CoLibri System	101-45500-450-42010	502.91	Book Covers
	CoLibri System		572.91	
173060	Commercial Asphalt Company	101-43121-430-42240	1,137.60	Hot Mix For Street Patching
	Commercial Asphalt Company		1,137.60	
173061	Community Co-op Oil Assn	101-45200-450-44040	16.00	Tire Repair
173061	Community Co-op Oil Assn	101-42210-420-44040	20.00	Patch Tire #2101
173061	Community Co-op Oil Assn	101-42220-420-42120	39.74	Fuel #2130
	Community Co-op Oil Assn		75.74	
173062	Consolidated Communications	902-00000-000-23935	-891.80	Monthly Consolidated Communications Fees
173062	Consolidated Communications	101-41110-410-43250	13.93	Council Chambers TV Services
173062	Consolidated Communications	101-42110-420-43210	570.29	Police Phone Services and Long Distance Fees
173062	Consolidated Communications	601-49430-000-43250	75.43	Water Plant DSL w/ Static IP
173062	Consolidated Communications	101-41940-410-43250	232.15	City Hall Metro Line
173062	Consolidated Communications	902-00000-000-23935	891.80	Monthly Consolidated Communications Fees
	Consolidated Communications		891.80	
173063	Crane Creek Asphalt	101-43121-430-42240	138.58	Hot Mix For Street Patching
173063	Crane Creek Asphalt	101-43121-430-42240	173.31	Asphalt For Street Patching
	Crane Creek Asphalt		311.89	
173064	Culligan	101-41940-410-44160	87.70	Drinking Water Equipment Rental
173064	Culligan	898-46310-000-44010	118.50	50 lb Solar Salt (10) Equipment Inspection
173064	Culligan	101-45500-450-44160	37.00	Drinking Water Equip Rental
173064	Culligan	101-41940-410-44160	140.90	Water Equipment Rental
173064	Culligan	898-46310-000-44010	139.00	1324 Prairie Ave 50 Lb Solar Salt (12) Equipment Inspection Augu
	Culligan		523.10	
0	CyberSource/Authorize.Net	101-41910-410-44325	28.79	CC Fees-September

Check Numb	Last Name	Acct 1	Amount	Description
	CyberSource/Authorize.Net		28.79	
173065	Dakota Supply Group	601-49430-000-42110	546.35	Repair Clamps For Water Main Breaks
173065	Dakota Supply Group	601-49430-000-42110	5,886.09	Water Hydrant Repair Parts
	Dakota Supply Group		6,432.44	
173066	Dalco	602-49450-000-42230	3.56	Vacuum Bags PWP
173066	Dalco	101-43121-430-42230	34.18	Vacuum Bags PWP
173066	Dalco	601-49430-000-42230	3.56	Vacuum Bags PWP
173066	Dalco	603-49500-000-42230	0.50	Vacuum Bags PWP
173066	Dalco	101-42110-420-42230	222.95	Enmotion Towel - Peroxide
	Dalco		264.75	
173067	Davenport Group Inc	101-42400-420-42420	814.00	Computer - Building Inspector
	Davenport Group Inc		814.00	
0	Demco Inc	101-45500-450-42030	373.92	Imprinted CD labels
0	Demco Inc	101-45500-450-42010	65.61	Classification Labels/Book Tape/Wire Easels
	Demco Inc		439.53	
173068	Dive Rescue International Inc	101-42220-420-42070	462.90	Ice Rescue Student Kits
	Dive Rescue International Inc		462.90	
173069	Dufour Cleaners	101 42220 420 42180	5 49	Clean Coat
173069	Dufour Cleaners	101-42220-420-42180	10.00	Repair Extrication Suit
	Dufour Cleaners		15.49	
173070	E O Johnson Company Inc-Dallas	101-45500-450-44160	300.41	Lanier C2500 Copier
173070	E O Johnson Company Inc-Dallas	101-45110-450-44160	252.80	Copier Lease Payment
	E O Johnson Company Inc-Dallas		553.21	
173071	Ellsmore Dawn	601-00000-000-20200	16.52	Refund Check 007118-000, 10 2 St SE
	Ellsmore Dawn		16.52	

Check Numb	Last Name	Acct 1	Amount	Description
0	Entenmann-Rovin Co	101-42110-420-42180	132.75	Badge
	Entenmann-Rovin Co		132.75	
173072	Environmental Equipment & Service	101-43121-430-42210	20.00	Gutter Broom Switch / Street #317
	Environmental Equipment & Service		20.00	
173073	Fareway Stores Inc #126	290-46500-462-42115	11.88	Snacks for EDA Meeting
173073	Fareway Stores Inc #126	101-41940-410-42115	19.44	Coffee
	Fareway Stores Inc #126		31.32	
173074	Faribault Ace Hardware	101-41940-410-42230	25.87	Toilet Bowl Cleaner
173074	Faribault Ace Hardware	101-42110-420-42230	31.25	Neutral Beads - Febreze- Lysol
173074	Faribault Ace Hardware	101-41940-410-42110	28.69	Fasteners/Glass Cleaner/Paper Towels
173074	Faribault Ace Hardware	101-42210-420-42230	12.58	Cleanser & Bleach
173074	Faribault Ace Hardware	101-42220-420-42210	6.29	Automotive Primer Spray
173074	Faribault Ace Hardware	101-42400-420-42410	40.48	Broom and Rake for #2110
173074	Faribault Ace Hardware	101-42220-420-42110	17.81	Padlock/Gaskets
173074	Faribault Ace Hardware	101-42220-420-42210	11.07	Utility Hose/Tension Clip for #2133
173074	Faribault Ace Hardware	101-42220-420-42410	379.98	Milwaukee Combo Kit & Battery Pack
173074	Faribault Ace Hardware	101-45500-450-42110	28.79	LED Lightbulbs
	Faribault Ace Hardware		582.81	
0	Faribault Fleet Supply Inc	101-42220-420-42110	29.98	Tarp/Nylon
0	Faribault Fleet Supply Inc	101-43126-430-42110	21.99	Cement Screws
0	Faribault Fleet Supply Inc	601-49430-000-42110	44.32	Plumbing Connections
0	Faribault Fleet Supply Inc	101-43121-430-42210	15.06	Cable/Ties for Unit #416
	Faribault Fleet Supply Inc		111.35	
173075	Faribault Post Office	101-45110-450-43220	2,144.02	Buckham Bulletin postage
	Faribault Post Office		2,144.02	
0	Faribo Air Conditioning & Heating Inc	241-46330-461-44010	140.00	523 Division Street Water Heater Gas Valve Repair
	Faribo Air Conditioning & Heating Inc		140.00	
0	Fastenal Company	601-49430-000-42110	95.44	Bolts
0	Fastenal Company	101-43126-430-42410	136.79	Drill Bits

Check Numb	Last Name	Acct 1	Amount	Description
0	Fastenal Company	602-49480-000-42110	15.41	O-Rings/SS Bolts
	Fastenal Company		247.64	
173076	Ferguson Enterprises Inc. #1657	101-45125-450-42110	73.59	Ice Machine Water Filter
	Ferguson Enterprises Inc. #1657		73.59	
0	Fette Electronics Inc	602-49450-000-44010	8.08	Test Dialers for Fire Panel PWP
0	Fette Electronics Inc	601-49430-000-44010	8.08	Test Dialers for Fire Panel PWP
0	Fette Electronics Inc	603-49500-000-44010	1.16	Adjust Tamper for Sprinkler PWP
0	Fette Electronics Inc	101-43121-430-44010	77.68	Test Dialers for Fire Panel PWP
0	Fette Electronics Inc	602-49450-000-44010	8.08	Adjust Tamper for Sprinkler PWP
0	Fette Electronics Inc	603-49500-000-44010	1.16	Test Dialers for Fire Panel PWP
0	Fette Electronics Inc	101-43121-430-44010	77.68	Adjust Tamper for Sprinkler PWP
0	Fette Electronics Inc	601-49430-000-44010	8.08	Adjust Tamper for Sprinkler PWP
0	Fette Electronics Inc	101-41940-410-44010	95.00	Repair Meeting Room Door Lock
0	Fette Electronics Inc	101-45122-450-44010	95.00	Repair Sauna Door Lock
	Fette Electronics Inc		380.00	
173077	Flintrop Theresa & Bernie	602-49450-000-44450	2,000.00	Sewer Backup 304 2nd St NE Flintrop
	Flintrop Theresa & Bernie		2,000.00	
0	Flom Disposal	241-46330-461-43840	263.96	910 SW 1st Street Trash Removal Thru 11/30/2021
0	Flom Disposal	241-46330-461-43840	20.83	1518 Western Trash Disposal Thru 11/30/2021
0	Flom Disposal	898-46310-000-43840	233.59	Trash Disposal thru 11/30/2021 1324 Prairie Avenue
	Flom Disposal		518.38	
0	Further	101-00000-000-21714	192.31	Dependent Care Flex
0	Further	101-00000-000-21713	158.00	Medical Flex
0	Further	101-41800-410-43090	247.25	HSA Participant Fees-October
0	Further	601-49430-000-43090	5.50	HSA Participant Fees-October
0	Further	602-49450-000-43090	8.25	HSA Participant Fees-October
0	Further	101-00000-000-21714	1,802.31	Dependent Care Flex
0	Further	603-49500-000-43090	2.75	HSA Participant Fees-October
0	Further	101-00000-000-21713	10.49	Medical Flex
0	Further	101-00000-000-21713	156.00	Medical Flex
0	Further	602-49480-000-43090	16.50	HSA Participant Fees-October

Check Numb	Last Name	Acct 1	Amount	Description
	Further		2,599.36	
173078	Glenn's Service LLC	215-42123-420-43090	77.50	Forfeiture - Tow '05 Buick from Lyndale & 30th to FPD Storage 21
	Glenn's Service LLC		77.50	
0	Global Payments Integrated	101-45110-450-44325	423.69	September Credit Card Fees
	Global Payments Integrated		423.69	
0	Godfather's Pizza	101-45500-450-43130	42.02	Pizza for Book Club
	Godfather's Pizza		42.02	
0	Gopher State One Call	603-49500-000-43090	108.90	October 2021 Locate Tickets
0	Gopher State One Call	602-49450-000-43090	108.90	October 2021 Locate Tickets
0	Gopher State One Call	601-49430-000-43090	108.90	October 2021 Locate Tickets
	Gopher State One Call		326.70	
0	Great Northern Environmental LLC	602-49480-000-42210	84.70	Freight For Parts UV System
	Great Northern Environmental LLC		84.70	
0	Green Kristina	101-45140-450-42110	129.00	Pet Parade Signs
	Green Kristina		129.00	
0	Guardian Fleet Safety	431-42121-420-45500	3,358.28	Vehicle Build Out / #10
	Guardian Fleet Safety		3,358.28	
173036	Gustafson Jay	101-45140-450-43090	3,420.00	Interpret - Youth Football
	Gustafson Jay		3,420.00	
173079	Hach Company	601-49430-000-42110	209.39	Reagent For Water Testing
173079	Hach Company	601-49430-000-42110	71.85	Chlorine Reagent For Sampling
	Hach Company		281.24	
173080	Hacker Ben	601-00000-000-20200	9.23	Refund Check 013477-035, 1104 Central Ave

Check Numb	Last Name	Acct 1	Amount	Description
	Hacker Ben		9.23	
173081	Hagberg Family Trust	601-00000-000-20200	6.10	Refund Check 009611-000, 2116 16 St NW
	Hagberg Family Trust		6.10	
173082	Harlequin Sales Corp/Reader Service	101-45500-450-42190	30.30	Books
	Harlequin Sales Corp/Reader Service		30.30	
173083	Harry Brown's LLC	101-42123-420-44040	318.05	Car Washes
	Harry Brown's LLC		318.05	
173084	Hawkins Inc	602-49480-000-42160	1,175.38	Bleach Filament Control
173084	Hawkins Inc	602-49480-000-42160	5,851.88	Ferric Phos Removal
173084	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
173084	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
173084	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
173084	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
173084	Hawkins Inc	602-49450-000-42160	5,849.44	Ferric- Phos Removal
173084	Hawkins Inc	101-45122-450-42160	432.08	Pool Chemicals
173084	Hawkins Inc	602-49480-000-42160	5,744.51	Ferric Phos Removal
173084	Hawkins Inc	601-49430-000-42160	677.00	Chlorine For Water Treatment
173084	Hawkins Inc	601-49430-000-42160	2,714.40	Sodium Silicate For Water Treatment
	Hawkins Inc		22,444.69	
173085	HD Supply Facilities Maintenance	241-46330-461-42110	148.68	Stack Storage Containers
173085	HD Supply Facilities Maintenance	241-46330-461-42110	1,000.84	Range Hoods/Kitchen Faucets/Stack Containers/Access Panels/Glove
173085	HD Supply Facilities Maintenance	241-46330-461-42110	9.90	Faucet Lever Handles
173085	HD Supply Facilities Maintenance	241-46330-461-42110	289.95	Exhaust Fans (5)
173085	HD Supply Facilities Maintenance	241-46330-461-42110	5.10	Electrical Tape
173085	HD Supply Facilities Maintenance	241-46330-461-42110	320.11	LED Light Bulbs/Closet Rod Sockets/Bolts/Wiping Cloths
173085	HD Supply Facilities Maintenance	898-46310-000-42110	848.81	1324 Prairie Ave Door Closers/Plumbing Seals/Hooks/Valves/Switch
173085	HD Supply Facilities Maintenance	241-46330-461-42110	275.40	12 Rubber Corner Guards
173085	HD Supply Facilities Maintenance	898-46310-000-42110	44.72	1324 Prairie Ave Pleated Filters
173085	HD Supply Facilities Maintenance	898-46310-000-42110	97.32	1324 Prairie Ave Double SS Hooks
	HD Supply Facilities Maintenance		3,040.83	
173086	HDS LLC	280-46310-461-44330	3,155.00	HDSWin Annual License & Support thru 12/31/2022

Check Numb	Last Name	Acct 1	Amount	Description
	HDS LLC		3,155.00	
173087	Heartland Animal Hospital	101-42700-420-43090	106.60	Wellness for Stray 21-3482
173087	Heartland Animal Hospital	101-42700-420-43090	311.15	Care of Stray 21-3482
	Heartland Animal Hospital		417.75	
173088	Helen M Nagel Inc	101-45122-450-42230	6.75	Sod
	Helen M Nagel Inc		6.75	
173089	Heselton Construction LLC	474-43121-430-45203	56,786.25	(2021-03) 2021 Street Recon. Pay Request 5
	Heselton Construction LLC		56,786.25	
173090	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	239.75	Bus Token Sales - October
	Hiawathaland Transit/Three Rivers Community Action		239.75	
173091	Hillyard Hutchinson	101-41940-410-44045	309.60	Repaired Floor Machine
173091	Hillyard Hutchinson	101-45122-450-42110	600.48	Paper Towels/Cleaner/Soap & Toilet Tissue
173091	Hillyard Hutchinson	101-45500-450-42110	600.48	Paper Towels/Cleaner/Soap & Toilet Tissue
	Hillyard Hutchinson		1,510.56	
0	Holm Jacob	101-42123-420-43310	39.58	Gas STA Conf.
0	Holm Jacob	101-42123-420-43310	69.00	Dinner Per Diem / SWAT Ft McCoy
	Holm Jacob		108.58	
0	House Mallory	101-42123-420-43090	163.70	Testimony Compensation
	House Mallory		163.70	
173092	Hydro-Klean LLC	602-49450-000-45300	5,185.57	(2021-08) 2021 Sanitary Sewer Rehab. Pay Req. 1
	Hydro-Klean LLC		5,185.57	
173030	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00521.10.2021 ICMA Deferred Comp
	ICMA Retirement Trust 457		335.00	

Check Numb	Last Name	Acct 1	Amount	Description
173093	Independent School District 656	437-45200-450-44050	38,311.00	Resurface & Repair Tennis Courts - Middle School & High School
	Independent School District 656		38,311.00	
0	Innovative Office Solutions LLC	898-46310-000-42110	26.80	Wrappers for Laundry Quarters
0	Innovative Office Solutions LLC	101-45500-450-42010	12.61	Binders
0	Innovative Office Solutions LLC	101-41320-410-42010	4.57	Tape & Correction Tape
0	Innovative Office Solutions LLC	101-41510-410-42010	4.83	Calendar - Senior Accountant
0	Innovative Office Solutions LLC	101-41510-410-42410	167.96	Calculator for Accounting Technician
0	Innovative Office Solutions LLC	101-41320-410-42010	13.37	2022 Calendar & Sign Here Stickers
0	Innovative Office Solutions LLC	101-45500-450-42010	28.12	Laminating Sheets
0	Innovative Office Solutions LLC	101-45110-450-42010	23.27	2022 Calendars
0	Innovative Office Solutions LLC	101-45110-450-42010	30.11	Receipt Printer Paper & Pens
0	Innovative Office Solutions LLC	101-41800-410-42010	4.57	Tape & Correction Tape
0	Innovative Office Solutions LLC	101-45110-450-42010	61.89	Flash Drives & Pens
0	Innovative Office Solutions LLC	101-41800-410-42010	13.40	Planner/Hanging File Tabs/Inserts
0	Innovative Office Solutions LLC	101-45110-450-42010	-35.73	CREDIT - Returned Planners
0	Innovative Office Solutions LLC	101-42210-420-42010	89.43	Copy Paper/2022 Calendars/Markers
0	Innovative Office Solutions LLC	240-46210-460-42010	48.93	Pens/Markers/Glue Stick/Tape/Stapler/Headset/Highlighters
0	Innovative Office Solutions LLC	101-41510-410-42010	20.46	Mouse Pad/Paper Marking Flags/Rubberbands/Tape & Correction Tape
0	Innovative Office Solutions LLC	240-46210-460-42010	5.37	Tape Dispenser
	Innovative Office Solutions LLC		519.96	
173094	Insty-Prints	101-42124-420-42030	229.97	Envelopes
	Insty-Prints		229.97	
0	Internal Revenue Service	101-00000-000-21703	16,156.42	PR Batch 00521.10.2021 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	5,871.46	PR Batch 00521.10.2021 Medicare Employee
0	Internal Revenue Service	101-00000-000-21704	5,871.46	PR Batch 00521.10.2021 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	16,156.42	PR Batch 00521.10.2021 FICA Employee
0	Internal Revenue Service	101-00000-000-21701	38,654.20	PR Batch 00521.10.2021 Federal Income Tax
	Internal Revenue Service		82,709.96	
173095	Inventory Trading Company	101-42110-420-42110	925.00	Department Uniforms
173095	Inventory Trading Company	101-42124-420-42180	500.00	Department Uniforms
	Inventory Trading Company		1,425.00	
173096	Jackson Randell & Lisa Jackson	601-00000-000-20200	142.00	Refund Check 013654-002, 2610 Hulett Ave

Check Numb	Last Name	Acct 1	Amount	Description
	Jackson Randell & Lisa Jackson		142.00	
173097	Jamar Company The	437-43121-430-44050	18,350.00	Seal Upper & Lower West Side Windows - Public Works Building
173097	Jamar Company The	101-45122-450-44010	4,326.00	Install Downspouts & Flashing
173097	Jamar Company The	101-45500-450-44010	4,326.00	Install Downspouts & Flashing
	Jamar Company The		27,002.00	
173098	Johnson Trust Reed	601-00000-000-20200	13.82	Refund Check 009479-000, 1428 Greenleaf Rd
	Johnson Trust Reed		13.82	
0	Kennedy & Graven, Chartered	280-46310-461-43040	226.20	HRA Meetings
0	Kennedy & Graven, Chartered	280-46310-461-43040	52.20	Public Housing Declaration of Trust
0	Kennedy & Graven, Chartered	266-46500-462-43070	143.50	TIF Legal Fees for River Ridge
0	Kennedy & Graven, Chartered	280-00000-000-16250	41.00	Sale of 1116 2nd St NW
0	Kennedy & Graven, Chartered	898-46310-000-43040	184.50	Robinwood Manor
	Kennedy & Graven, Chartered		647.40	
173099	Keystone Interpreting Solutions Inc	240-46210-460-43090	187.32	ASL Interpreting for Environmental Commission
	Keystone Interpreting Solutions Inc		187.32	
173100	Kiecker Jeffrey	601-00000-000-20200	72.32	Refund Check 010169-005, 615 Lincoln Ave
	Kiecker Jeffrey		72.32	
0	Kimley-Horn and Associates Inc	469 43121 430 45300	6,188.81	2021 04 2nd Ave Bridge Through 9/30/21
	Kimley-Horn and Associates Inc		6,188.81	
0	Kline Distributing LLC	101-45125-450-42990	462.92	Pretzels/Donuts for Resale at Aquatic Center
	Kline Distributing LLC		462.92	
173101	KnowBe4 Inc.	101-41580-410-43140	8,221.50	Security Awareness 3 Yr Subscription
	KnowBe4 Inc.		8,221.50	
173102	Kolling Amanda	601-00000-000-20200	69.07	Refund Check 021321-001, 2415 Hulett Ave

Check Numb	Last Name	Acct 1	Amount	Description
	Kolling Amanda		69.07	
173103	Kolling Shelly & Jerry	601-00000-000-20200	16.42	Refund Check 006572-001, 2147 Kennedy Dr
	Kolling Shelly & Jerry		16.42	
173104	Krinke Bruce	601-00000-000-20200	115.95	Refund Check 007088-000, 826 Westwood Dr
	Krinke Bruce		115.95	
173105	Larkin Jimmie	898-46310-000-44010	70.54	Monthly Fire Alarm/Elevator/Occupant Monitoring
	Larkin Jimmie		70.54	
173106	League of Minnesota Cities	101-41800-410-43140	25.00	IPMA Webinar
	League of Minnesota Cities		25.00	
173107	Lehmann-Doane Lori Ann	101-45130-450-43131	150.00	ASL Class Instructor
	Lehmann-Doane Lori Ann		150.00	
0	Lerner Publishing Group	101-45500-450-42190	1,323.40	Books
	Lerner Publishing Group		1,323.40	
173037	LNS Court Reporting and Captioning	101-41110-410-43090	232.00	City Council Meeting Captioning
	LNS Court Reporting and Captioning		232.00	
0	Locators and Supplies Inc	602-49450-000-42110	57.37	Basket Eye
	Locators and Supplies Inc		57.37	
173108	Loffler Companies Inc	602-49450-000-44160	4.80	Copies October 2021 PWP
173108	Loffler Companies Inc	601-49430-000-44160	4.80	Copies October 2021 PWP
173108	Loffler Companies Inc	603-49500-000-44160	0.67	Copies October 2021 PWP
173108	Loffler Companies Inc	101-43121-430-44160	46.08	Copies October 2021 PWP
	Loffler Companies Inc		56.35	
173031	Madison National Life Insurance Co Inc	101-42220-420-41330	65.56	Part-Time Firefighters Life Insurance

Check Numb	Last Name	Acct 1	Amount	Description
173031	Madison National Life Insurance Co Inc	101-00000-000-21710	3,461.57	Life Insurance - November
173032	Madison National Life Insurance Co Inc	101-00000-000-21711	-10.89	V Malecha LTD
173032	Madison National Life Insurance Co Inc	101-00000-000-21711	1,639.65	PR Batch 00521.10.2021 Long Term Disability
173032	Madison National Life Insurance Co Inc	101-00000-000-21711	21.24	C Barman LTD
	Madison National Life Insurance Co Inc		5,177.13	
173109	Mantronics Mailing Systems	101-41940-410-42110	172.00	Ink Cartridge - Mailing Machine
	Mantronics Mailing Systems		172.00	
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	902-00000-000-23935	400.80	Monthly Marco Print Fees
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
0	Marco Technologies LLC	101-42124-420-44045	55.23	Police Records and Evd. Print Fee
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee
0	Marco Technologies LLC	101-41800-410-44045	20.62	HR Print Fee
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45500-450-44045	53.32	Library Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-400.80	Monthly Marco Print Fees
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-41510-410-44045	70.52	Finance Print Fee
0	Marco Technologies LLC	101-42123-420-44045	74.01	Police Patrol Print Fee
	Marco Technologies LLC		400.80	
173110	Martin A Windows LLC	101-43121-430-43090	1,339.28	Landscape Downtown
173110	Martin A Windows LLC	101-45200-450-43090	1,339.29	Landscape Maintenance
	Martin A Windows LLC		2,678.57	
173111	Mendoza Porfirio & Margarita	601-00000-000-20200	24.56	Refund Check 014938-009, 808 Rose Dr
	Mendoza Porfirio & Margarita		24.56	
0	Merchant Services	101-45500-450-44325	69.83	Bank Fees-September
	Merchant Services		69.83	
0	Met Con Construction Inc	101-45200-450-44160	442.50	Lift Rental

Check Numb	Last Name	Acct 1	Amount	Description
	Met Con Construction Inc		442.50	
173112	Mickelson Amy Jo	601-00000-000-20200	37.06	Refund Check 023944-000, 2150 Baker Trl
	Mickelson Amy Jo		37.06	
173113	Microsoft Corporation	101-41580-410-43095	1,320.00	Microsoft Exchange Kiosk Licensing
173113	Microsoft Corporation	101-41580-410-43095	5,664.00	Microsoft Exchange Online Licensing
	Microsoft Corporation		6,984.00	
173114	Midwest Tape LLC	101-45500-450-42192	68.65	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	18.74	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	22.38	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	46.87	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	564.59	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	18.74	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	36.99	Audio/Visual
173114	Midwest Tape LLC	101 45500 450 42192	26.24	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	23.24	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	69.71	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	146.18	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	7.49	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	114.97	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	39.99	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	87.98	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	10.39	Audio/Visual
173114	Midwest Tape LLC	101-45500-450-42192	11.19	Audio/Visual
	Midwest Tape LLC		1,329.33	
173115	Midwest Testing LLC	601-49430-000-43090	99.54	Meter Testing
	Midwest Testing LLC		99.54	
173116	Minnesota Chiefs of Police Association	101-42110-420-43140	510.00	ETI Conference / D Dillon
	Minnesota Chiefs of Police Association		510.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	426.30	PR Batch 00521.10.2021 Child Support

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Child Support Payment Center		426.30	
173117	Minnesota Department of Commerce	101-00000-000-20110	1,675.89	Unclaimed Property 2021 Report
	Minnesota Department of Commerce		1,675.89	
173118	Minnesota Department of Labor & Industry	101-45125-450-44010	20.00	Pool Boiler Fee
	Minnesota Department of Labor & Industry		20.00	
0	Minnesota Department of Revenue	101-43121-430-44390	25.00	Special Fuel Dealers License Fee
0	Minnesota Department of Revenue	101-00000-000-21702	16,992.22	PR Batch 00521.10.2021 State Income Tax
	Minnesota Department of Revenue		17,017.22	
0	Minnesota Department of Revenue-WIRES	101-00000-000-20816	38.61	September Sales Tax
0	Minnesota Department of Revenue-WIRES	601-00000-000-20816	468.35	September Sales Tax
0	Minnesota Department of Revenue-WIRES	603-49500-000-44390	23.71	September Fuel Tax
0	Minnesota Department of Revenue-WIRES	101-43121-430-44390	280.56	September Fuel Tax
0	Minnesota Department of Revenue-WIRES	101-45200-450-44390	8.07	September Fuel Tax
0	Minnesota Department of Revenue-WIRES	101-00000-000-20810	528.25	September Sales Tax
0	Minnesota Department of Revenue-WIRES	602-49450-000-44390	36.22	September Fuel Tax
0	Minnesota Department of Revenue-WIRES	601-00000-000-20810	6,439.79	September Sales Tax
	Minnesota Department of Revenue-WIRES		7,823.56	
0	Minnesota Elevator Inc	101-41940-410-44010	187.88	November Monthly Elevator Service - City Hall
0	Minnesota Elevator Inc	898-46310-000-44010	199.83	November 2021 Monthly Elevator Service
	Minnesota Elevator Inc		387.71	
173119	Minnesota Rural Water Association	601-49430-000-43140	150.00	Jim Valek Line Tracing Training
173119	Minnesota Rural Water Association	603-49500-000-43140	150.00	McDermott Line Tracing Training
	Minnesota Rural Water Association		300.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SUI Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	225.20	SIU Lab Testing

Check Numb	Last Name	Acct 1	Amount	Description
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,820.00	
173120	Mitchell Ronald & Roxane	601-00000-000-20200	46.19	Refund Check 018864-000, 822 10 St SW
	Mitchell Ronald & Roxane		46.19	
173121	Mortenson Martin	601-00000-000-20200	61.15	Refund Check 007030-000, 1032 Westwood Dr
	Mortenson Martin		61.15	
0	Motor Parts & Equipment Corp	101-43126-430-42210	255.12	Starter / Shop #419
0	Motor Parts & Equipment Corp	101-42123-420-42210	15.17	Air Fuel and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.96	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	60.66	Air Fuel and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43126-430-42110	20.74	Tap And Gloves 1/4"
0	Motor Parts & Equipment Corp	602-49450-000-42210	4.44	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.83	Air Filter for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42210	31.46	Fuel Filter/Wiper Blades
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.91	Air Filter for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	22.75	Air Fuel and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	30.33	Air Fuel and Oil Filters for Stock
0	Motor Parts & Equipment Corp	240-46210-460-42210	32.42	Wiper Blades on D Petersen's Van
0	Motor Parts & Equipment Corp	101-41940-410-42110	21.56	Glass Cleaner
0	Motor Parts & Equipment Corp	101-43126-430-42210	-255.12	Starter Credit / Shop #419
0	Motor Parts & Equipment Corp	101-42123-420-42210	0.01	Battery - Warranty / #11
0	Motor Parts & Equipment Corp	601-49430-000-42210	22.75	Air Fuel and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42110-420-42230	24.74	Powerated Belts - Bldg Maint
0	Motor Parts & Equipment Corp	601-49430-000-42210	4.44	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	-0.01	Battery - Warranty / #11
0	Motor Parts & Equipment Corp	101-42400-420-42210	4.43	Oil Filter
	Motor Parts & Equipment Corp		316.59	
173122		241-46330-461-44375	156.00	904 A Spring Road November Utility Reimbursement
			156.00	
173123	Myers Virginia	601-00000-000-20200	15.98	Refund Check 009602-000, 1920 16 St NW
	Myers Virginia		15.98	

Check Numb	Last Name	Acct 1	Amount	Description
173033	NCPERS Group Life Insur	101-00000-000-21710	208.00	PR Batch 00521.10.2021 PERA Life Insurance
	NCPERS Group Life Insur		208.00	
173124	Neirby Hardscaping & Lawn Irrigation	601-49430-000-45300	8,800.00	Irrigation Installation Around New WTP
	Neirby Hardscaping & Lawn Irrigation		8,800.00	
173125	NFPA	101-42210-420-44330	175.00	NFPA Membership Thru 12/31/2022
	NFPA		175.00	
173126		241-46330-461-44375	222.00	904 B Spring Road November Utility Reimbursement
			222.00	
173127	Northfield News	101-45500-450-42191	74.15	Newspaper Subscription for 1 Year
	Northfield News		74.15	
173128	Olympic Fire Protection Corporation	601-49430-000-44010	27.23	Annual Sprinkler System Inspection PWP
173128	Olympic Fire Protection Corporation	101-43121-430-44010	261.66	Annual Sprinkler System Inspection PWP
173128	Olympic Fire Protection Corporation	225-49810-430-44010	295.00	Annual Sprinkler & Backflow Preventer Inspections
173128	Olympic Fire Protection Corporation	602-49450-000-44010	27.23	Annual Sprinkler System Inspection PWP
173128	Olympic Fire Protection Corporation	898-46310-000-44010	295.00	Wet Pipe Sprinkler System/Backflow Preventer Inspection 10/25/21
173128	Olympic Fire Protection Corporation	603-49500-000-44010	3.88	Annual Sprinkler System Inspection PWP
	Olympic Fire Protection Corporation		910.00	
0	Orchard Trust Company	101-00000-000-21706	9,466.88	PR Batch 00521.10.2021 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,389.00	PR Batch 00521.10.2021 Roth Deferred Compensation
	Orchard Trust Company		10,855.88	
0	Paape Companies Inc	101-45122-450-44010	48.50	Repair RTU Valve
	Paape Companies Inc		48.50	
173129	Parallel Technologies Inc	101-42110-420-43095	435.00	Repair Server Issues - Downtown Cameras
	Parallel Technologies Inc		435.00	
173130	Perkins + Will Inc	101-45500-450-45300	262.50	Plaza Contract Administration

Check Numb	Last Name	Acct 1	Amount	Description
173130	Perkins + Will Inc	101-45500-450-45300	1,012.50	Plaza Contract Administration
	Perkins + Will Inc		1,275.00	
173131	Peroutka Joshua	601-00000-000-20200	53.84	Refund Check 022504-000, 1707 14 St NE
	Peroutka Joshua		53.84	
173132	Petty Cash	101-42121-420-44390	12.50	Registration Tabs / #10
	Petty Cash		12.50	
173133	PLEAA	101-42110-420-43140	40.00	Fall Training Session / C Holm
173133	PLEAA	101-42124-420-43140	40.00	Fall Conference / J Bestul
	PLEAA		80.00	
173134	Plunkett's Pest Control	101-45122-450-44010	37.85	Pest Control
173134	Plunkett's Pest Control	101-45500-450-44010	374.78	Pest Control
173134	Plunkett's Pest Control	101-45122-450-44010	37.85	Pest Control
	Plunkett's Pest Control		450.48	
0	Property Pros	241-46330-461-44010	756.00	49 Units Trim Trees/Clean Gutters 10/20/21
0	Property Pros	241-46330-461-44010	78.00	Western/Spring Road Spray Weeds 10/11/21
0	Property Pros	241-46330-461-44010	901.00	49 Units Fall Clean Up 10/25/2021 & 10/26/2021
0	Property Pros	241-46330-461-44010	252.00	1st Street Trim Branches/Clean Playground Equipment Mulch
0	Property Pros	241-46330-461-42110	24.45	900 D Spring Road Faribault Fleet Supply Plumbing Sealants
0	Property Pros	898-46310-000-44010	42.00	1324 Prairie Ave Move Chairs From Front of Building to Smokers P
0	Property Pros	898-46310-000-44010	42.00	1324 Prairie Ave Trim/Weed Landscaping 10/12/2021
0	Property Pros	211-46310-460-44010	50.00	16 SE 1st Street Mowing 10/04/2021 & 10/11/2021
0	Property Pros	211-46310-460-44010	36.00	16 SE 1st Street Fall Clean Up 10/26/2021
0	Property Pros	241-46330-461-44010	210.00	904 A Spring Road Toilet Repair
0	Property Pros	241-46330-461-44010	63.00	Western/Spring Road Haul Away Branches 10/06/21
0	Property Pros	241-46330-461-44010	273.00	902 B Spring Road Install Bedroom Door
0	Property Pros	241-46330-461-44010	1,614.00	49 Units Mowing 10/4/2021 10/5/2021 10/11/2021
0	Property Pros	241-46330-461-42110	241.20	900 D Spring Road Sherwin Williams Paint 5 Galons
0	Property Pros	280-46310-461-44010	35.00	1116 2nd Street Mowing 10/11/2021
0	Property Pros	898-46310-000-44010	365.08	1324 Prairie Avenue Mowing 10/04/2021 10/11/2021
0	Property Pros	241-46330-461-44010	42.00	1528 Western Reset Breaker
0	Property Pros	241-46330-461-42110	38.64	1st Street SW Faribault Ace Cement (2)
0	Property Pros	241-46330-461-44010	210.00	900 C Spring Road Trim Tree 10/5/2021
0	Property Pros	241-46330-461-42110	8.57	900 D Spring Road Faribault Fleet Supply Toilet Wax Ring/Bolts

Check Numb	Last Name	Acct 1	Amount	Description
0	Property Pros	241-46330-461-44010	189.00	1528 Western Ave Cornerbead Repair/Kitchen Cabinet Repair
0	Property Pros	241-46330-461-44010	231.00	Western/Shumway/7th Street/Spring Road Trim/Weed Landscaping 10/
0	Property Pros	241-46330-461-42110	11.57	900 D Spring Road Faribault Ace Hardware Bulbs/Telephone Wallpla
0	Property Pros	241-46330-461-44010	2,814.00	900 D Spring Road Paint Unit/Repair Bathroom Floor/Install Vanit
	Property Pros		8,527.51	
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00521.10.2021 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	17,827.58	PR Batch 00521.10.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00521.10.2021 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	26,741.42	PR Batch 00521.10.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	19,642.57	PR Batch 00521.10.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,023.51	PR Batch 00521.10.2021 PERA Coordinated
	Public Employees Retirement Association		81,676.54	
173135	Quality Resource Group, Inc	101-41510-410-42030	846.07	Accounts Payable Checks
173135	Quality Resource Group, Inc	101-41510-410-42030	158.89	#10 Window Envelopes
173135	Quality Resource Group, Inc	240-46210-460-42030	158.88	#10 Window Envelopes
173135	Quality Resource Group, Inc	602-49450-000-42030	158.88	#10 Window Envelopes
173135	Quality Resource Group, Inc	603-49500-000-42030	158.88	#10 Window Envelopes
173135	Quality Resource Group, Inc	601-49430-000-42030	777.00	Utility Bills
173135	Quality Resource Group, Inc	601-49430-000-42030	158.88	#10 Window Envelopes
173135	Quality Resource Group, Inc	603-49500-000-42030	776.99	Utility Bills
173135	Quality Resource Group, Inc	602-49450-000-42030	777.00	Utility Bills
	Quality Resource Group, Inc		3,971.47	
173039	Quill Corporation	101-45500-450-42010	65.98	2 Cartons of Paper
	Quill Corporation		65.98	
0	R C Bliss Inc	601-49430-000-42210	97.98	Mud Flaps Unit #4
	R C Bliss Inc		97.98	
173136	Rasmussen Larissa	601-00000-000-20200	19.59	Refund Check 022378-000, 1377 South Trail Dr
	Rasmussen Larissa		19.59	
173137	Recap Advisors LLC	241-46330-461-43090	250.00	RAD Feasibility thru 10/31/2021

Check Numb	Last Name	Acct 1	Amount	Description
	Recap Advisors LLC		250.00	
173138	Redstone Construction LLC	469-43121-430-45300	186,736.47	(2021-04) 2nd Ave Bridge Over Division Pay Req. 8
	Redstone Construction LLC		186,736.47	
173139	Renovate LLC	101-00000-000-22000	1,000.00	Release of Landscape Escrow-1209 Amber Lane
	Renovate LLC		1,000.00	
173140	Restoration Services, Inc	101-45122-450-44010	3,435.00	Repair Monument & Planter at Community Center
	Restoration Services, Inc		3,435.00	
173141	Rice County Environmental Services - Solid Waste	404-45200-450-45300	17,073.13	Soil Removal - Fleckenstein Bluffs Park
173141	Rice County Environmental Services - Solid Waste	602-49480-000-45300	18,952.50	Contaminated Soil Flood wall
	Rice County Environmental Services - Solid Waste		36,025.63	
173142	Rice County Habitat for Humanity	101-00000-000-22000	2,000.00	Release of Escrow
	Rice County Habitat for Humanity		2,000.00	
0	Rice County Recorder	101-43190-430-44370	46.00	Steeves Temporary Street Easement Recording Fees Doc. A744983
0	Rice County Recorder	101-41910-410-43520	46.00	Resolution 2021-202 CUP for 1222 1st St NE
	Rice County Recorder		92.00	
173143	Rice Lake Construction Group	601-49430-000-45200	209,703.53	Rev. 01 Water Treatment Plant Through 9/15/21
173143	Rice Lake Construction Group	601-49430-000-45200	27,795.10	Water Treatment Plant Pay App. 22
	Rice Lake Construction Group		237,498.63	
173144	Rice/Steele 911 Center	101-42123-420-43250	990.00	MDC connections to CJDN 7/1- 9/30/21
	Rice/Steele 911 Center		990.00	
0	Ronco Engineering Sales	101-43121-430-42210	572.59	Spinner Motor / Street Stock
	Ronco Engineering Sales		572.59	
173145	Rosen Roger	101-45500-450-42190	124.33	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Rosen Roger		124.33	
0	Ryan Contracting Co.	601-49430-000-45300	46,348.46	(2019-12B) NW Area Watermain Pay Req. 4 - FINAL
	Ryan Contracting Co.		46,348.46	
173146	Sanfeliz Viviana	601-00000-000-20200	31.48	Refund Check 022692-000, 1315 4 St NW
	Sanfeliz Viviana		31.48	
0	Schilling Supply Company	101-41940-410-42230	38.43	Floor Cleaning Pads
0	Schilling Supply Company	101-45200-450-42110	258.34	Hand Towels/Toilet Tissue
	Schilling Supply Company		296.77	
0	Schirmer Karl D	101-45500-450-44010	395.00	Carpet Maintenance
0	Schirmer Karl D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Karl D		790.00	
173147	Schmitz Lorraine	601-00000-000-20200	33.94	Refund Check 020988-001, 627 3 St NW Apt B
	Schmitz Lorraine		33.94	
0	Selco	101-45500-450-43250	3,718.06	Basic Service Fees and PC Support
	Selco		3,718.06	
173148	Sherwin Williams Company #3037	101-43170-430-42110	114.61	Acetone for Cleaning Paint Machine
	Sherwin Williams Company #3037		114.61	
173149	SHI International Corp	101-41580-410-43095	4.72	Monthly Visio Plan
173149	SHI International Corp	101-42220-420-42420	900.00	IPads Qty 2
	SHI International Corp		904.72	
173150	██████████.	241-46330-461-44375	214.00	November Utility Reimbursement
	██████████.		214.00	
173151	Simon Daryl	101-45140-450-43090	1,000.00	Reindeer Appearance - Home Town Holiday

Check Numb	Last Name	Acct 1	Amount	Description
	Simon Daryl		1,000.00	
0	Sjodin Josh	101-42123-420-43310	69.00	Dinner Per Diem / SWAT Fort McCoy
	Sjodin Josh		69.00	
0	Southwest Service Cooperative	101-00000-000-11510	2,518.50	Kimberly Lang Insurance July-September
0	Southwest Service Cooperative	101-42123-420-41310	701.04	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-42123-420-41310	702.74	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	762.00	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-11510	857.00	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,601.50	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	60.96	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-42123-420-41310	702.74	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	762.00	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-00000-000-11510	154.26	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	857.00	Lisa Petricka Insurance
0	Southwest Service Cooperative	101-00000-000-21707	148,468.00	Health Insurance Premiums
0	Southwest Service Cooperative	101-00000-000-11510	154.26	John Harmon Insurance
	Southwest Service Cooperative		158,302.00	
0	Springbrook Holding Company LLC	602-49450-000-44325	376.49	September Fees
0	Springbrook Holding Company LLC	601-49430-000-44325	376.49	September Fees
	Springbrook Holding Company LLC		752.98	
173152	Standard and Poor's	349-47000-470-43090	14,175.00	Analytical Services GO Refunding Bonds 2021B
	Standard and Poor's		14,175.00	
173153	Star Sports & Apparel LLC	101-45500-450-42010	10.00	Name Tag
173153	Star Sports & Apparel LLC	101-45122-450-42110	20.00	Name Plates
173153	Star Sports & Apparel LLC	101-42123-420-43135	26.00	Engraved Plaque
	Star Sports & Apparel LLC		56.00	
0	State Bank of Faribault-Bank Fees	101-41510-410-44325	6.00	Token Fee
	State Bank of Faribault-Bank Fees		6.00	
173154	Steele Waseca Coop Electric	902-00000-000-23935	-1,833.11	Monthly Charges-September

Check Numb	Last Name	Acct 1	Amount	Description
173154	Steele Waseca Coop Electric	902-00000-000-23935	1,833.11	Monthly Charges-September
173154	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport
173154	Steele Waseca Coop Electric	225-49810-430-43810	167.10	1018611-Hangar 910K
173154	Steele Waseca Coop Electric	101-43160-430-43810	53.03	32089-Highway 21 Lights
173154	Steele Waseca Coop Electric	225-49810-430-43810	8.27	1077021-Security Hangar 2
173154	Steele Waseca Coop Electric	225-49810-430-43810	452.96	41875-Airport S Hangars
173154	Steele Waseca Coop Electric	225-49810-430-43810	28.31	1017445-2011 T-Hangar
173154	Steele Waseca Coop Electric	602-49450-000-43810	117.87	30493-Lift Station
173154	Steele Waseca Coop Electric	225-49810-430-43810	39.70	32094-Airport
173154	Steele Waseca Coop Electric	225-49810-430-43810	622.05	23947-Airport 10
173154	Steele Waseca Coop Electric	101-43160-430-43810	85.58	27205-Airtech Park
173154	Steele Waseca Coop Electric	225-49810-430-43810	34.03	41901-Airport
173154	Steele Waseca Coop Electric	225-49810-430-43810	40.32	20891-Airport New Hangar
173154	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
173154	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
173154	Steele Waseca Coop Electric	225-49810-430-43810	28.16	1018624-Hangar 910J
173154	Steele Waseca Coop Electric	602-49450-000-43810	77.67	1089247-Lift Station-15625 Acorn Trl
	Steele Waseca Coop Electric		1,833.11	
173155	Story Brent	601-00000-000-20200	16.68	Refund Check 008042-000, 411 7 St NW
	Story Brent		16.68	
0	Strodtman Jill	101-45110-450-43310	134.40	Mileage - MRPA Conference
	Strodtman Jill		134.40	
173156	Tait Leslie or Ivar	601-00000-000-20200	20.94	Refund Check 005508-014, 729 6 Ave SW
	Tait Leslie or Ivar		20.94	
173157	The UPS Store	101-42220-420-43250	20.82	Shipping
	The UPS Store		20.82	
173158	Timm's Trucking Inc	401-43121-430-44050	8,673.90	(2021-01) Misc. Concrete Pay Req. 6
	Timm's Trucking Inc		8,673.90	
173159	T-Mobile	101-45110-450-43210	51.26	Engineering GPS Connection
173159	T-Mobile	101-45500-450-43096	296.51	Mobile Hot-Spots

Check Numb	Last Name	Acct 1	Amount	Description
	T-Mobile		347.77	
173160	Tom's Lock & Key, LLC	101-41940-410-44010	60.00	Repair Door Lock
173160	Tom's Lock & Key, LLC	225-49810-430-44010	124.95	Re-Key and New Lock for Hangar 134
	Tom's Lock & Key, LLC		184.95	
173161	Truck Center Companies East LLC	602-49450-000-44040	31.50	Underpaid Invoice #R207008987:01 - Unit #7 Engine Diagnostics
173161	Truck Center Companies East LLC	101-43121-430-42210	68.34	Air Governor / Street #213
	Truck Center Companies East LLC		99.84	
173162	True Neighbor	601-00000-000-20200	60.61	Refund Check 024452-000, 326 8 Ave SW
	True Neighbor		60.61	
173163	Ultimate Safety Concepts Inc	101-42220-420-42410	2,098.08	Gas Monitor
	Ultimate Safety Concepts Inc		2,098.08	
173164	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	602-49480-000-43090	899.60	Phos Fecal Lab Testing
	Utility Consultants Inc		899.60	
173165	Van Thomme Anthony	601-00000-000-20200	12.63	Refund Check 024130-000, 942 Carlton Ave
	Van Thomme Anthony		12.63	
173166	Verizon Wireless	101-45500-450-43210	24.15	Cell Phone Service - Library
173166	Verizon Wireless	101-45110-450-43210	274.92	Cell Phone Service - Parks & Rec
173166	Verizon Wireless	101-42110-420-43210	165.00	Cell Phone Service - Police Administration
173166	Verizon Wireless	101-42121-420-43210	330.00	Cell Phone Service - Investigations
173166	Verizon Wireless	101-42210-420-43210	82.50	Cell Phone Service - Fire Administration
173166	Verizon Wireless	601-49430-000-43210	165.00	Cell Phone Service - Water Distribution
173166	Verizon Wireless	101-42220-420-43210	164.85	Cell Phone Service - Fire Suppression
173166	Verizon Wireless	902-00000-000-23935	-3,079.34	Monthly Phone Bill-Oct
173166	Verizon Wireless	101-43190-430-43210	41.25	Cell Phone Service - Engineering
173166	Verizon Wireless	101-41510-410-43210	82.50	Cell Phone Service - Finance

Check Numb	Last Name	Acct 1	Amount	Description
173166	Verizon Wireless	101-43110-430-43210	36.25	Cell Phone Service - PW Admin
173166	Verizon Wireless	101-42123-420-43210	990.00	Cell Phone Service - Patrol
173166	Verizon Wireless	240-46210-460-43210	65.40	Cell Phone Service - Community Development
173166	Verizon Wireless	101-42700-420-43210	206.25	Cell Phone Service - Special Services
173166	Verizon Wireless	602-49450-000-43210	82.50	Cell Phone Service - Sewer Collection
173166	Verizon Wireless	101-41580-410-43210	41.25	Cell Phone Service - IT
173166	Verizon Wireless	603-49500-000-43210	41.25	Cell Phone Service - Storm Water Utility
173166	Verizon Wireless	101-42400-420-43210	203.77	Cell Phone Service - Building Codes
173166	Verizon Wireless	902-00000-000-23935	3,079.34	Monthly Phone Bill-Oct
173166	Verizon Wireless	101-41940-410-43210	82.50	Cell Phone Service - Building Maintenance
	Verizon Wireless		3,079.34	
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	Wash Machine Repair
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	1324 Prairie Ave #221 Refrigerator Fan Motor Repair
0	Virg's Appliance Service Inc	898-46310-000-42110	96.58	1324 Prairie Avenue #221 Refrigerator Fan Motor
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	900 B Spring Road Range Repair Burners
	Virg's Appliance Service Inc		351.58	
173167	Voracek Kevin & Gretchen	601-00000-000-20200	24.41	Refund Check 019330-002, 204 4 Ave SW
	Voracek Kevin & Gretchen		24.41	
173040	Wal-Mart	101-41510-410-44325	0.58	6/24/21 Finance Charge
173040	Wal-Mart	101-45110-450-44325	14.50	8/24/21 Finance Charge
173040	Wal-Mart	101-45125-450-42110	38.40	Pet Parade Float Supplies
173040	Wal-Mart	101-45140-450-42110	41.88	Youth Baseball Supplies
173040	Wal-Mart	101-45110-450-44325	5.95	9/24/21 Finance Charge
173040	Wal-Mart	101-45110-450-44325	5.77	7/24/21 Finance Charge
173040	Wal-Mart	101-45140-450-42110	26.64	Youth Tennis
173040	Wal-Mart	101-45125-450-42110	55.00	Pet Parade Float Supplies
173040	Wal-Mart	101-45122-450-42110	59.82	Pool Supplies
173040	Wal-Mart	101-45110-450-44325	4.61	10/24/21 Finance Charge
173040	Wal-Mart	101-45140-450-42110	72.28	Fun Center Supplies
173040	Wal-Mart	101-45140-450-42110	-10.00	Overpaid on Invoice #02637
173040	Wal-Mart	101-45125-450-42990	14.88	Hot Dog Buns Purchased for Resale at Aquatic Center
	Wal-Mart		330.31	
173168	Water Conservation Service Inc	601-49430-000-43090	802.43	Leak Detection For Water Main Breaks

Check Numb	Last Name	Acct 1	Amount	Description
	Water Conservation Service Inc		802.43	
0	Wells Fargo Bank	101-41800-410-44382	25.00	Janna's Market Grill Walk for Wellness
0	Wells Fargo Bank	602-49480-000-43140	216.24	Holiday Inn Schroht MRWA Conference Lodging
0	Wells Fargo Bank	101-41800-410-44382	100.00	HyVee Walk for Wellness
0	Wells Fargo Bank	101-42110-420-43140	175.00	Paypal: MNIAI Conf Registration / J Severson
0	Wells Fargo Bank	101-42110-420-43095	14.99	ZOOM / August
0	Wells Fargo Bank	602-49480-000-43140	216.24	Holiday Inn Mensing MRWA Conference Lodging
0	Wells Fargo Bank	101-42110-420-42180	71.99	UnderArmor: Boots/ J Severson
0	Wells Fargo Bank	101-41800-410-44382	25.00	Central Ave Nutrition Walk for Wellness
0	Wells Fargo Bank	101-42121-420-43310	312.08	Expedia: Hotel / MNIAI Conf / B Johns
0	Wells Fargo Bank	101-45200-450-43140	290.00	Univ of Mn -Insecticide License Renewal-Education
0	Wells Fargo Bank	101-41800-410-44382	100.00	Kwik Trip Walk for Wellness
0	Wells Fargo Bank	101-42110-420-43095	14.99	ZOOM / July
0	Wells Fargo Bank	602-49480-000-44330	20.00	State of Mn-Palan Special Engineer License Fee
0	Wells Fargo Bank	101-41800-410-44382	25.88	Signature Bar & Grill Walk for Wellness
0	Wells Fargo Bank	101-41580-410-43095	522.20	Atera/Webroot/Dyn DNS
0	Wells Fargo Bank	101-42121-420-43310	307.18	Expedia: MNIAI Conf / M Long
0	Wells Fargo Bank	601-49430-000-43140	216.24	Holiday Inn-Judd MRWA Conference Lodging
0	Wells Fargo Bank	101-45200-450-42160	642.75	Site One-Dylox Insecticide (Grub Control)
0	Wells Fargo Bank	101-41800-410-44382	25.00	Joe's Sports Bar Walk for Wellness
0	Wells Fargo Bank	101-41800-410-44382	25.00	El Tequila Walk for Wellness
0	Wells Fargo Bank	101-42124-420-43140	175.00	Paypal: MNIAI Conf Registration / G Palan
0	Wells Fargo Bank	602-49480-000-43140	326.34	IM Hotel-McDowell Conference Lodging
0	Wells Fargo Bank	101-41800-410-44382	25.00	1st of Thai Walk for Wellness
0	Wells Fargo Bank	601-49430-000-43140	810.00	MNAWWA Conference Fees Valek and McDermott
0	Wells Fargo Bank	101-41800-410-44382	25.00	Crack of Dawn Walk for Wellness
0	Wells Fargo Bank	101-41800-410-44382	50.00	Star Sport Walk for Wellness
0	Wells Fargo Bank	601-49430-000-43140	216.24	Holiday Inn-Nagel MRWA Conference Lodging
	Wells Fargo Bank		4,973.36	
0	Wells Fargo Bank NA-Bank Fees	101-45500-450-44325	16.83	September Bank Fees
0	Wells Fargo Bank NA-Bank Fees	101-41510-410-44325	41.20	September Bank Fees
0	Wells Fargo Bank NA-Bank Fees	602-49450-000-44325	144.00	September Bank Fees
0	Wells Fargo Bank NA-Bank Fees	602-49480-000-44325	144.00	September Bank Fees
0	Wells Fargo Bank NA-Bank Fees	603-49500-000-44325	36.73	September Bank Fees
0	Wells Fargo Bank NA-Bank Fees	801-00000-000-36210	-13.53	September Earnings Allowance
0	Wells Fargo Bank NA-Bank Fees	601-49430-000-44325	287.58	September Bank Fees
	Wells Fargo Bank NA-Bank Fees		656.81	

Check Numb	Last Name	Acct 1	Amount	Description
173169	Whillock Chris	601-00000-000-20200	19.81	Refund Check 009825-000, 1503 22 Ave NW
	Whillock Chris		19.81	
0	WSB & Associates Inc	603-49500-000-43090	20,712.50	Ms4 Project 017566 9/1/21-9/30/21
	WSB & Associates Inc		20,712.50	
173170	Xcel Energy	241-46330-461-43830	4.64	902 A Spring Road Gas Final Thru 10/16/2021
173170	Xcel Energy	241-46330-461-43810	14.85	902 A Spring Road Electric Final thru 10/16/2021
173170	Xcel Energy	101-43160-430-43810	-163.03	1990A Lyndale Ave N Solar Energy Credit Greater Than Bill
173170	Xcel Energy	101-45200-450-43810	-152.61	1800 Alexander Dr Solar Energy Credit Was Larger Than Bill
173170	Xcel Energy	898-46310-000-43810	2,378.80	1324 Prairie Avenue 51 Units Electric Thru 10/07/2021
	Xcel Energy		2,082.65	
173171	Zep Sales & Service	101-43126-430-42110	477.45	Orange Degreaser and Cleaner
173171	Zep Sales & Service	898-46310-000-42110	336.21	24 Meter Mists/2 Dispensers
	Zep Sales & Service		813.66	
			1,301,077.58	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 9, 2021
SUBJECT: Resolution 2021-231 Authorize Execution of Minnesota Department of Transportation Grant Agreement No.1047453 for Airport Maintenance and Operation

Background:

The State of Minnesota (through MNDOT) provides financial assistance for maintenance and operation of the City's municipal airport. The attached resolution and grant agreement are for the State's Fiscal Years (FY) 2022 and 2023. The amount of aid is based upon length of runways, taxiways, lighting, beacon, signage, etc. The maximum reimbursement each year is \$32,136.00.

Each year, staff completes a credit application for eligible expenses such as utilities, telephone, janitorial services, parts, supplies, training, and audit. Previously, the City has received the full amount of the reimbursement amount each year.

Recommendation:

Approve Resolution 2021-231

Attachments:

1. Resolution 2021-231
2. MnDOT Agreement No.1047453

CITY OF FARIBAULT

RESOLUTION #2021-231

**AUTHORIZE EXECUTION OF MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT
AGREEMENT No. 1047453 FOR AIRPORT MAINTENANCE AND OPERATION**

WHEREAS, the State of Minnesota provides financial assistance for operation and maintenance activities at the City's Municipal Airport; and

WHEREAS, a grant agreement has been prepared by the Minnesota Department of Transportation for State Fiscal Years 2022 & 2023 to provide for this assistance.

NOW, THEREFORE BE IT RESOLVED, that the State of Minnesota Agreement No.1047453, "State of Minnesota Airport Maintenance and Operation Grant Contract, State Projects A6601-MO22 & A6601-MO23" at the Faribault Municipal Airport is accepted.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to execute this Agreement and any amendments thereto on behalf of the City of Faribault.

Date Adopted: November 9, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A6601-MO22

State Project Number (S.P.): A6601-MO23

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Faribault acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2022 and State Fiscal Year 2023.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS**1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2021, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$32,136.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$64,272.00 (State fiscal years 2022 and 2023).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics,
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Travis Block, Public Works Director
 Address: City of Faribault, 208 Northwest First Avenue, Faribault, MN 55021
 Telephone: (507) 333-0365
 E-Mail: tblock@ci.faribault.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

- 13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; 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 or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Andy Bohlen, Chief of Police
MEETING DATE: November 9, 2021
SUBJECT: Approve Policy 201 - Allegations of Misconduct

Background:

It is the policy of this department to review and update all policies to meet departmental changes, regulation changes and meet all standards required by the Minnesota POST Board. Recently, changes and updates have been made by the POST Board regarding how allegations of misconduct are documented, investigated and reported. As such, we have made updates to our policy to coincide with POST Board mandates.

Recommendation:

Approve updated Policy 201 - Allegations of Misconduct.

Attachments:

1. 201 - Allegations of Misconduct

Faribault Police Department

Policy # 201	Subject: Allegations of Misconduct
Issued by: Chief Andy Bohlen	
Personnel: All Personnel	Date Issued: November 9, 2021

Note: This policy is mandated by the Minnesota POST Board. Copies of this policy are available to the public upon request

PURPOSE

The purpose of this policy is to inform all employees and the public of procedures for reporting, receiving, investigating and disposition of complaints regarding the conduct of licensed peace officers of the Faribault Police Department. The provisions of this policy are applicable only to the investigation and the disposition of allegations of administrative misconduct. This policy does not apply to a criminal investigation.

POLICY

It is the policy of the Faribault Police Department to accept and to fairly and impartially investigate all complaints of misconduct to determine the validity of allegations; and to impose any corrective actions that may be justified in a timely and consistent manner.

DEFINITIONS

For the purpose of this policy, the terms set forth below are defined as follows:

Administrative investigation: An internal investigation conducted in response to a complaint with the goal of determining whether an employee engaged in misconduct.

Chief Law Enforcement Officer: The Chief of Police. Within this policy, the chief law enforcement officer will be referred to as CLEO.

Law Enforcement Officer: An individual who holds a peace officer license in the State of Minnesota. Within this policy, a law enforcement officer will be referred to as LEO.

Complainant: A person who submits a complaint to the CLEO alleging misconduct by an agency member.

Complaint: A statement alleging misconduct by an agency member.

Member: All voluntary and compensated personnel of the agency.

Discipline: Any of the following or combination thereof:

- Oral reprimand,
- Written reprimand,
- Suspension,

- Demotion, or
- Discharge.

Unfounded: There is no factual basis for the allegation. The act or acts alleged did not occur.

Exonerated: After a fair preponderance of the evidence established either that:

- The agency member named in the complaint was not involved in the alleged misconduct; or
- The act(s) that provided the basis for the complaint occurred; however, the investigation reveals that such act(s) were justified, lawful or proper.

Not Sustained: The investigation failed to disclose sufficient evidence to prove or disprove the allegations made in the complaint.

Sustained: A fair preponderance of the evidence obtained in the investigation established that the accused person's actions constituted misconduct.

Policy Failure: The complaint revealed a policy failure. The allegation is factual and the LEO(s) followed proper agency procedure, however, that procedure has proven to be deficient.

Respondent: An individual who is the subject of a complaint investigation.

Misconduct:

- A violation of any agency policy and procedure governing conduct of agency members;
- Conduct by a peace officer that would be a violation of POST Standards of Conduct per Minn. Rules 6700.160

Policies and Procedures: The administrative rules adopted by the agency regulating the conduct of agency members.

Receiving authority: The entity who receives and is required to investigate the complaint when the subject of the complaint is a CLEO.

PROCEDURE

A. ACCEPTANCE AND FILINGS OF COMPLAINTS

1. Complaint forms must be made available through agency personnel, at designated public facilities, and online.
2. Complaints may be received either in person, over the telephone, in writing, or via the Internet.

3. Employees must provide assistance to the individuals who express the desire to lodge complaints against any employee of this agency.
4. The complainant must be advised of the procedures for submitting the complaint and provided with a copy of their submitted complaint.
5. The complainant should be asked to verify by signature if the complaint is a complete and accurate account. If the complainant elects not to sign, this fact must be documented and the complaint processed according to procedure.
6. A complainant may be accompanied by an attorney or other appropriate representative at the time a complaint is filed or at any other stage of the process.
7. The CLEO will forward a copy of the written complaint to the respondent only after it is determined that the complaint does not allege a criminal violation and the notification will not impede a criminal investigation.
8. A CLEO or Receiving Authority may delegate the duties and responsibilities required of a CLEO by this policy to an appropriate designee(s).
9. Any complaint made against the Chief of Police must initially be made to the city administrator.
10. The city administrator must refer investigations of alleged misconduct against a CLEO to an outside law enforcement agency or criminal justice agency that has no discernable conflict of interest.

B. INVESTIGATION OF A COMPLAINT

1. Upon receipt of the complaint, the CLEO must make an initial determination whether the alleged facts require an administrative investigation. If the CLEO decides that an investigation is not required, the disposition of the complaint must be cleared as “unfounded”, “not sustained” or “exonerated”. The complainant and the respondent will be notified of this decision and the basis for determination. If the complainant supplies additional information within thirty (30) days of that initial determination, the CLEO may reverse this decision and order an administrative investigation.
2. If the CLEO determines that an administrative investigation is required, an appropriate designee will be assigned to investigate the complaint. When the CLEO believes an external investigation is appropriate or when the CLEO is the subject of the complaint, the investigation will be assigned to an external agency that has not discernable conflict of interest.
3. The CLEO may suspend a respondent with pay at any time during the investigation of a complaint.

4. The investigator must, as soon as possible after being assigned the investigation, inform the complainant of his or her name, business phone number, and the status of the complaint.
5. The investigator must thoroughly investigate all allegations contained in the complaint and any other potential misconduct discovered in the course of the investigation. If the investigation reveals potential misconduct by another agency member, the investigator must report that fact to the CLEO or, in the case of a complaint against a CLEO, the city administrator.
6. All agency members must cooperate with the investigation. When the respondent is a licensed peace officer, the investigation must comply with the requirements of Minnesota Statutes, Section 626.89 and acts amendatory thereto.
7. The investigator must prepare a report that contains all relevant information organized into the following three (3) sections:
 - a. *Allegations*: An itemized summary of the acts of misconduct alleged in the complaint. Reference must be made to those rules, procedures, orders, statutes, or constitutional provisions that would be violated if the allegations are taken as true.
 - b. *Investigation*: A chronological summary of the investigation including all pertinent facts obtained through interviews with the complainant, accused agency member(s) and all available witnesses. Written statements, descriptions and analysis of any physical evidence, and all other relevant information must be included.
 - c. *Conclusions*: The investigator's findings, conclusions as to whether any misconduct occurred, and the underlying reasons for the findings and conclusions.
8. The investigation must be completed within thirty (30) days of the filing of the complaint, unless for good cause the CLEO or Receiving Authority grants an extension. The complainant and respondent must be informed of any extension.

C. ADDITIONAL INVESTIGATION, REVIEW AND DISPOSITION

1. Upon completion of the investigation, the investigator must submit the report, case file, and all investigative notes to the CLEO or Receiving Authority. The CLEO or Receiving Authority may require additional investigation or make one of the following decisions:
 - Unfounded
 - Exonerated
 - Not Sustained
 - Sustained
 - Policy Failure

2. The CLEO or Receiving Authority may postpone making a decision until any related criminal charges are resolved. The complainant and respondent must be informed of this decision.
3. If the decision is “unfounded,” “exonerated,” “not sustained,” or “policy failure” the CLEO or Receiving Authority must immediately notify the complainant and the respondent of the decision.
4. If the complaint is “sustained” the CLEO or Receiving Authority will:
 - Issue findings of fact including a summary of the acts constituting misconduct and the specific statutes, policies, regulations and procedures violated;
 - Take appropriate remedial and/or disciplinary action; and
 - Advise the complainant of any public information regarding the disposition
5. Prior to the implementation of remedial and/or disciplinary action the respondent will be provided with a copy of the findings of fact. The CLEO, Receiving Authority and/or designee must review the findings of fact with the respondent and explain the reasons for the remedial and/or disciplinary action.
6. The investigation may be re-opened by the CLEO or Receiving Authority at any time if substantial new evidence is discovered concerning the complaint.
7. When a “sustained” disposition is final the respondent may appeal the disposition pursuant to the rules and law governing the accused member's employment.

D. MAINTENANCE AND DISCLOSURE OF DATA

1. Disclosure to the public, complainant and respondent of data collected, created or received by the agency in connection with this policy and procedures must be governed by the provisions of the MN Government Data Practices Act. Retention of data collected or maintained in connection with this policy must be retained in accordance with the city’s “Record Retention Schedule.”
2. All data collected, created, or received by the agency in connection with this policy and procedure must be maintained in accordance with the city’s “Record Retention Schedule.”
3. The placement of the disposition report or other data in an employee’s personnel file must be governed by the city’s personnel policy.
4. Access to data collected, created, or received in connection with this policy and procedure may only be authorized by the CLEO or the city’s Data Practices “Responsible Authority,” and as provided by Chapter 13, the “Minnesota Government Data Practices Act,” or valid court order.

E. POST BOARD REPORTING REQUIREMENTS

1. Under Minn. Rule 6700.1610, a licensed peace officer must self-report to the POST Board any violations of the Standards of Conduct for peace officers listed in Minn. Rule 6700.1600.
2. Any person with knowledge of peace officer misconduct constituting grounds for action under Minn. Statute chapter 214, or Minn. Rules 6700.1600, may report the violation to the board.
3. Minnesota Statutes 626.8457 subd. 3 requires CLEOs to submit individual peace officer public and private data related to allegations of misconduct to the POST Board in “real time” via the POST Board Misconduct Reporting System.
4. A CLEO must update data within 30 days of final disposition of a complaint or investigation.
5. Law enforcement agencies and political subdivisions are prohibited from entering into a confidentiality agreement that would prevent disclosure of the data identified in Minnesota Statutes 626.8457 subd. 3 para. (b) to the Board. Any such confidentiality agreement is void as to the requirements of this section.

F. PROSECUTION OF FALSE ALLEGATIONS

While encouraging the report of legitimate complaints, the department also seeks to hold members of the public accountable for filing false and malicious allegations, which will be forwarded to the Rice County Attorney for review



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: November 9, 2021
SUBJECT: Approve 2022 Insurance Liability Coverage Waiver Form

Background:

Cities obtaining coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the City does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory limits apply, would be limited to \$1,500,000.
- *If the City waives the statutory tort limits*, a single claimant could potentially recover up to \$2,000,000 on a single occurrence. The total that all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.

This decision must be made by the City Council. The City's Agent of Record, Brian Lundquist, recommends that the City of Faribault does not waive the monetary limits on municipal tort liability. In the past, the City Council has chosen not to waive the limits as a way of controlling liability insurance costs.

Recommendation:

Staff recommends that Council authorize the City Administrator to complete the Liability Coverage Waiver Form and request that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Attachments:

1. Liability Coverage Waiver Form



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

- ☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- ☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: November 9, 2021
SUBJECT: Approve Early Retirement Incentive Program

Background:

Attached is an outline of a proposed Early Retirement Incentive Program that is being brought forward as a means to (1) provide recognition of employees for service to the City, (2) provide promotion/advancement opportunities for existing employees, (3) be a possible catalyst for organizational/position considerations, and (4) produce (potential) cost savings over time. The proposal is labeled as "Early" not because there is a mandatory retirement age for the City, but it would be anticipated that some employees, with this incentive, might retire earlier than they were otherwise planning.

Under this program, there are 11 City employees that would be eligible for the incentive payment. The eligibility criteria, the conditions for participating in the program, and the determination of the amount of the incentive are all spelled out in the attachment. If the Council grants approval, Administration/Human Resources will notify all 11 employees of this program. In addition, each employee electing to participate will be required to execute an agreement specific to their position, that will be brought back to the Council for approval.

Recommendation:

Approve Early Retirement Incentive Program

Attachments:

1. Early Retirement Incentive Program



2021 Early Retirement Incentive Program

Following is an outline of the Early Retirement Incentive Program that is offered to eligible employees on a voluntary basis as a means to (1) provide recognition to employees for service to the City, (2) provide promotion/advancement opportunities for existing employees, (3) be a possible catalyst for organizational/position considerations, and (4) produce (potential) cost savings over time.

1. Eligibility requirements for the program:
 - a) Permanent, fulltime City of Faribault employee
 - b) Age 61+ on or before December 31, 2021
 - c) Minimum of 10 years of employment with the City of Faribault
 - d) Employee in "good standing" at time of retirement
2. Conditions of taking this incentive are proposed as follows:
 - a) Submit notice to participate no later than December 31, 2021
 - b) Employees must provide 90-days' notice of retirement (unless otherwise waived by the City Administrator)
 - c) Notice of retirement is not retractable after three (3) calendar days
 - d) Employees will execute an agreement accepting the terms and conditions of the program (to be approved by City Council)
3. Determination of financial incentive payment:
 - a) City will compensate the employee an amount equal to the 2022 premium cost for the \$2,800 Deductible Plan, Single Coverage (\$732/month) times the number of months from the date of retirement to the time the employee reaches Medicare-eligible age (65).
 - b) The minimum payment for any employee will be for 12 months (\$8,784), and the maximum payment will be for 36 months (\$26,352).
 - c) Payment will be lump sum at the time of retirement with other accrual/severance payouts.
 - d) Retired employees may elect to stay on the City's health insurance plan, but will be required to pay the full premium for the plan they select.

The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: November 9, 2021
SUBJECT: Resolution 2021-232 Approve Appointments to the Economic Development Authority and Housing and Redevelopment Authority

Background:

Due to resignations, there are vacancies on the Economic Development Authority (EDA) and the Housing and Redevelopment Authority (HRA).

Applications for these openings were reviewed at the 11/2/2021 City Council Work Session. Based upon discussion, the following appointments were recommended to fill the vacancies:

EDA Grant Forsythe
HRA Travis McColley

Recommendation:

Approve Resolution 2021-232

Attachments:

1. Resolution 2021-232 Approve Appointments to the EDA and HRA

CITY OF FARIBAULT

RESOLUTION #2021-232

APPROVE APPOINTMENTS TO THE ECONOMIC DEVELOPMENT AUTHORITY AND HOUSING AND REDEVELOPMENT AUTHORITY

WHEREAS, there is one vacant seat on both the Economic Development Authority and the Housing and Redevelopment Authority for the City of Faribault; and

WHEREAS, the City received applications from individuals interested in serving on these boards.

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

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Forsythe, Grant	Economic Development Authority	1/10/2023
McColley, Travis	Housing & Redevelopment Authority	1/31/2022

Date Adopted: November 9, 2021

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: Travis Block, Public Works Director
MEETING DATE: November 9, 2021
SUBJECT: Approve Change Order No.2 for Flood Mitigation Project

Background:

Attached is Change Order No.2 for \$18,995.28, which includes additional concrete testing and seeding for the Flood Mitigation project at the Water Reclamation Facility (WRF).

The item has been reviewed by the Engineer, Contractor and staff and is recommended for approval:

Add PCO #005R1: AET concrete testing proposal:\$8,222.50.

Add PCO #006: Seed mixture 25-131 and hydraulic stabilized matrix: \$10,772.78

The original contract for the project was \$3,049,894.83. The approval of Change Order No.1 revised the contract to \$3,070,660.14. The approval of Change Order No.2 revises the amount to \$3,089,655.42 (+0.62%). It should be noted that the supporting documentation from the Contractor contains the unit prices for the seed mixture and hydraulic stabilized matrix, the actual quantities are identified on the change order form.

Funding for the change order will be provided at a 50/50 rate by Sanitary Sewer fund (602) and Department of Natural Resources (DNR) grant funding for the project.

Recommendation:

Approve Change Order No.2 for Flood Mitigation Project

Attachments:

1. Change Order No.2



Building a Better World
for All of Us®

CHANGE ORDER

City of Faribault, Minnesota

OWNER

October 29, 2021

DATE

OWNER'S PROJECT NO.

Water Reclamation Facility Flood Mitigation and Bank Stabilization

PROJECT DESCRIPTION

2

CHANGE ORDER NO.

FARIT 146924 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

S.M. Hentges hired American Engineering Testing to perform concrete testing services not included in the contract. Address use of hydraulic stabilized matrix and revision to turf seed mix for the WRF area restoration.

Purpose of Change Order:

Provide compensation for the following items:

Concrete Testing at \$8,222.50

Seed Mixture 25-131, 1.48 Acre at \$1,072.50 = \$2,470.66

Hydraulic Stabilized Matrix, 7,157 SY at \$1.16 = \$8,302.12

Basis of Cost:

☒ Actual

☐ Estimated

Attachments (list supporting documents)

PCO#005R1 - AET Concrete Testing

PCO#006 - Proposed restoration pricing (Note actual quantities reflected above)

Contract Status

Original Contract

Net Change Prior C.O.'s 0 to 1

Change this C.O.

Revised Contract

Time

Dec. 31, 2021

1 Day

0 Day

Jan. 1, 2022

Cost

\$3,049,894.83

\$20,765.31

\$18,995.28

\$3,089,655.42

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

Wayne S. Wambold, Project Manager

Agreed to by Contractor:

Approved for Owner:

BY S.M. Hentges & Sons, Inc.

Asst. Project Manager

BY City of Faribault, Minnesota

TITLE

Distribution

Contractor

Owner

Project Representative

TITLE

SEH Office

s:\fj\farit\146924\7-const-svcs\71-mgmt\50-chg-order\change order 2\farit 146924 change order 2.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



S.M. Hentges & Sons Inc.
650 Quaker Avenue Jordan, MN 55352
952.492.5700 Fax 952.492.5705

To: Wayne Wambold
11 Civic Center Plaza, Suite 200
Mankato, MN 56001

C/O Req #	5
Date of Req	10/14/2021
W/O #	N/A

Job No.	Job Description	Job Location
21-1148	WRF Flood Mitigation & Stabilization Project	Faribault, MN

DESCRIPTION OF WORK PERFORMED:

Per specification 03 30 00- 9 section 3.17 testing for concrete pours is to be paid by the owner. This change order is adding this scope to American Engineering Testing (sub-contractor to S.M. Hentges & Sons, Inc.) to provide these services to the owner for the duration of the project.

Date	QTY	U/M	Description	Unit Price	Amount
	1	LS	AET Concrete Testing Proposal	\$7,475.00	\$7,475.00

Subtotal	\$7,475.00
10% Markup	\$747.50
Total	\$8,222.50

The additional work included in this Change Order Request will add **0 days** to the projects schedule.

The price quoted and the days extension requested are for the direct impact of the requested change. SM Hentges reserves the right to seek additional compensation and/or time extension for the cumulative effect of changes on the entire project that cannot be determined at this time.

Sincerely,
SM Hentges & Sons, Inc.

Shane Heller
Project Manager

Contract Change Order No. 1

To: SM Hentges
650 Quaker Ave, #200
Jordan, MN 55352
Att: Mr. Ryan Kniefel

Date: October 14, 2021

Project: Faribault WTP Flood Mitigation and Bank Stabilization
AET Project No. P-0002262

American Engineering Testing, Inc., is submitting this Change Order for the following changes or additions to our work scope outlined in our proposal dated March 19, 2021. The fees included below are for additional services requested for field concrete testing, mileage, and compressive strength testing of concrete cylinders.

CHANGE ORDER DETAIL

Additional Technician time, mileage and strength testing of concrete cylinders.

	<u>Units</u>	<u>Unit Rate</u>	<u>Amount</u>
1. Site testing of concrete; including slump tests, air content tests, temperature tests, casting test cylinders	45 hr	\$85.00	\$3,825.00
2. Compressive strength testing of cylinders	107 cyl	\$25.00	\$2,675.00
3. Mileage	1,300mi	\$0.75	\$975.00
		AMOUNT	\$7,475.00

CONTRACT SUMMARY

- | | |
|--|------------|
| 1. Present contract amount: | |
| 2. Contract increase by this change order amount: | \$7,475.00 |
| 3. New contract amount, including this change order: | |



Authorized Signature

Date

Steve Mullen, Branch Manager

10/14/2021

Please sign this Contract Change Order and return to American Engineering Testing, Inc., Project Manager.



S.M. Hentges & Sons Inc.
 650 Quaker Avenue Jordan, MN 55352
 952.492.5700 Fax 952.492.5705

To: Wayne Wambold
 11 Civic Center Plaza, Suite 200
 Mankato, MN 56001

C/O Req #	6
Date of Req	10/1/2021
W/O #	N/A

Job No.	Job Description	Job Location
21-1148	WRF Flood Mitigation & Stabilization Project	Faribault, MN

DESCRIPTION OF WORK PERFORMED:

Below is the proposed pricing for items discussed at the weekly meeting 9/30/2021 in lieu of the bid items.

Date	QTY	U/M	Description	Unit Price	Amount
	205	EA	Dogwood plugs (EA)	\$8.53	\$1,748.65
	1	Acre	Seed mixture 25-131 (Acre)	\$1,072.50	\$1,072.50
	4840	SY	Hydraulic stabilized matrix (SY)	\$1.16	\$5,614.40
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total	\$8,435.55

Note: Dogwood plug supplier canceled order, replaced with Seed Mixture 34-261, which has a unit price on the bid form, Bid Item 89. Actual quantities of Seed Mixture 25-131 and Hydraulic Stabilized Matrix are reflected on the Change Order form using the above unit prices. WSW

The additional work included in this Change Order Request will add 0 days to the projects schedule.

The price quoted and the days extension requested are for the direct impact of the requested change. SM Hentges reserves the right to seek additional compensation and/or time extension for the cumulative effect of changes on the entire project that cannot be determined at this time.

Sincerely,
SM Hentges & Sons, Inc.

Ryan Kniefel
 Project Manager



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 9, 2021
SUBJECT: Accept Seasonal Bids for Miscellaneous Materials and Services

Background:

On Wednesday, November 3, 2021, bids were received for chemical, curb stop repair, electrical, garbage hauling, plumbing repairs, truck hauling services and watermain breaks. Bids were tabulated by city staff and the bid tabulation is attached.

Staff recommends bids are awarded as follows:

- A. Chemical – Award to Hawkins
- B. Curb Stop Repair – Award to Faribo Plumbing
- C. Electrical Work – Award to Arrow Electric
- D. Plumbing Repairs – Award to Bauer Plumbing & Heating
- E. Snow Hauling – Award to all bidders based on low to high bid, box size, availability of trucks, drivers and severity of storm
- F. Watermain Breaks – Award to BCM Construction
- G. Garbage Hauling – Award to Waste Management

Recommendation:

Accept Bids as Stated Above and Described on the Attached Bid Tabulation Sheet.

Attachments:

1. 2022 Seasonal Bid Results



2022 Seasonal Bid Results

PRODUCT:

Wed. November 3, 2021
11:00 a.m.

A. CHEMICAL	Pumping Station	Quantities	BID AMOUNT
Hawkins Chemical	Chlorine:	18 ton	\$1,280.00
	Hydrofluosilicic Acid	6,500 ton	\$4.05
	Anhydrous Ammonia	30-140# cyl.	\$291.80
	Sodium Silicate	35,500 gal.	6.53
	Sodium Permanganate 20%	1500 gal.	\$13.80
	Water Reclamation Facility		
	Ferric Chloride	175,000 gal.	1.78

B. CURB STOP REPAIR	ITEM	UNIT	BID AMOUNT
Faribo Plumbing	Replace Standpipe	EA	\$750.00
	Repair Standpipe	EA	\$525.00
	Replace Curb Stop	EA	\$1,590.00
	Complete Valve & Box	LS	\$1,780.00
	Curb & Gutter Removal	LF	\$55.00
	Pavement Removal	SY	\$50.00
	Pavement Sawing	LF	\$50.00
	Sod	SY	\$20.00
	Labor	EA	\$100.00
	Equipment	EA	\$150.00

C. ELECTRICAL	ROUTINE	EMERGENCY	
	\$ per hour	\$ per hour	
Arrow Electric	\$46.00	\$70.00	
LaCanne Electric	\$80.00	\$112.00	

D. PLUMBING	ROUTINE	EMERGENCY
	\$ Per Hour	\$ Per Hour
Bauer Plumbing & Heating	\$60.00	\$90.00
Faribo Plumbing & Heating	\$100.00	\$200.00



2022 Seasonal Bid Results

E. SNOW HAULING	Length-Width-Depth	VOLUME	BID AMOUNT
Schema Farms, LLC			
1998 Kenworth T-600	35' - 8.6' - 6.6'	1986	\$115.00
2005 Kenworth T-600	35' - 8.0' - 6.6'	1848	\$115.00
2001 Peterbilt 379	34' - 8.0' - 6.6'	1795	\$115.00
Turek's Arctic Hillcrest Farms			
2001 Peterbuilt 379	24' - 102" - 74"	1258	\$122.00
2007 Peterbuilt 386	35' - 96" - 66"	1540	\$122.00
2012 Kenworth T-660	35'-96"-66"	1540	\$122.00
Met-Con Trucking			
2013 Freightliner Coronado w/Mac Trailer	34' - 8' - 5'	1360	\$110.00
2018 Freightliner 122SD Quad	19' - 8' - 4.5'	684	\$104.00
2018 Freightliner 122SD Quad	19' - 8' - 4.5'	684	\$104.00
2016 Peterbilt 367 Quad	19 - 8' - 4.5	684	\$104.00
2016 Peterbilt 367 Quad	19 - 8' - 4.5	684	\$104.00
1999 Sterling LT 954 TRI	17' - 8' - 4.5'	612	\$100.00

F. WATERMAIN BREAKS	EQUIPMENT		BID AMOUNT
		Mon.-Sat.	Sunday
	320 Cat Excavator w/Operator	\$325.00	\$390.00
	Lowboy w/Operator	\$220.00	\$265.00

BCM Construction

Mobilization - Lowboy	\$1.00	
350 Hitachi	\$275.00	\$280.00
245 Hitachi	\$230.00	\$325.00

G. GARBAGE HAULING	BID AMOUNT
Waste Management	\$52,693.26



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
Dustin Dienst, Fire Chief
MEETING DATE: November 9, 2021
SUBJECT: Demolition of 1811 7th Street NW

Background:

On February 22, 2019 the residential structure at 1811 7th Street NW was severely damaged by a major fire, with another fire occurring on May 2, 2019.

The two-story home was damaged by fire, smoke, and water to the point that significant portions of the ceiling and floor areas were structurally compromised. Remaining areas have smoke and/or water damage. Most of the windows have no glass in them and were not protected for months.

Minnesota Statute 65A.50, and City of Faribault Resolution 2003-130, allow the City to file a claim of up to 25-percent of the final insurance settlement for abatement, mitigation, removal or demolition of the hazard. In accordance with the statute, the City has filed an affidavit with the insurance company and with the Minnesota Department of Commerce to assure the property will be restored and the site cleared of damage.

The City has received escrow deposits that total \$18,661.64 from the insurance company. According to statutes, if no repair or damage/debris removal has taken place within 45 days after receipt of the funds, the City can use the funds to complete the work. Any unused portion of the funds must be returned to the insured.

Since the time of the fire, the owner, Mr. Joseph Paul Ubl, has retained the services of Mr. Daryl C. Johnson, Public Adjuster to act on his behalf in pursuing claims adjustment and compensation. On November 2, 2021 the Chief Building Official, John Rued, received an email from Mr. Daryl C. Johnson indicating that Rice County District Court issued an order for both parties to go to appraisal to determine the loss amount. This case has not been resolved to this date.

In consultation with the City's Attorney, City Staff have been informed that the statutory, and resolution language, allows the City to move forward with removing the hazardous structure.

Recommendation:

Approve the demolition, removal, and site restoration of the hazardous residential structure damaged by fire located at 1811 7th St NW. The cost of such work and any legal, administrative, or other costs shall not exceed \$18,661.64 (the sum of the escrow). Any unused portion of the escrow shall be refunded to the insurer after completion.

Attachments:

1. COF Resolution 2003-130 Fire Insurance Escrow Policy
2. MN Statute 65A.50 Escrow For Fire Loss

CITY OF FARIBAULT
RESOLUTION 2003- 130

RESOLUTION ESTABLISHING
FIRE LOSS INSURANCE
ESCROW ACCOUNT

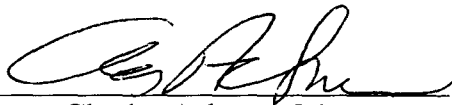
WHEREAS, Minnesota Statutes, Section 65A.50 authorizes the city to establish a trust or escrow account to receive proceeds from final insurance settlements for real property damaged by fire or explosion, in order to ensure that the real property, and any structures thereon, are secured, repaired or demolished in a manner that complies with local code requirements; and

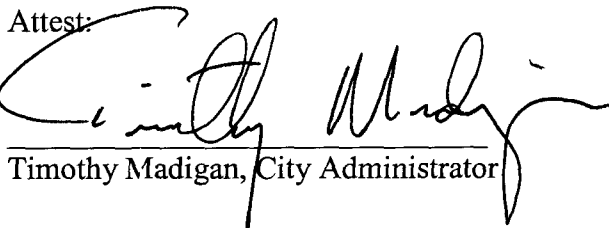
WHEREAS, the statute requires the City Council to notify the Commissioner of Commerce that the City has established a trust or escrow account to be used as prescribed in the statute and intends to uniformly apply it with respect to all property located within the City of Faribault, following notification to the Commissioner.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES:

1. The City does hereby authorize and establish a trust or escrow account to be used as prescribed in Minnesota Statutes, Sec. 65A.50 and the provisions of that statute shall be uniformly applied with respect to all property located within the City of Faribault.
2. The Minnesota Commissioner of Commerce shall be notified of the City's intent by service of a certified copy of this Resolution.
3. The City staff shall develop appropriate procedures and notices to implement this Resolution.

Adopted: August 12, 2003


Charles Ackman, Mayor

Attest:

Timothy Madigan, City Administrator

65A.50 TRUST OR ESCROW ACCOUNTS; INSURED REAL PROPERTY FIRE OR EXPLOSION LOSS PROCEEDS.

Subdivision 1. **Definitions.** (a) "Municipality" means statutory or home rule charter city or town.

(b) "Final settlement" means a determination of the amount due and owing to the insured, for a loss to insured real property, by any of the following means:

- (1) acceptance of a proof of loss by the insurer;
- (2) execution of a release by the insured;
- (3) acceptance of an arbitration award by both the insured and the insurer; or
- (4) judgment of a court of competent jurisdiction.

Subd. 2. **Partial withholding from settlement payments; notice.** Except as otherwise provided in this section, with respect to insured real property located in a municipality which has elected to apply this section as provided in subdivision 12, when a claim is filed for a loss to insured real property due to fire or explosion and a final settlement is reached on the loss to the insured real property, an insurer shall withhold from payment 25 percent of the actual cash value of the insured real property at the time of the loss or 25 percent of the final settlement, whichever is less. At the time that 25 percent of the settlement or judgment is withheld, the insurer shall give notice of the withholding to the treasurer of the municipality in which the insured real property is located, to the insured, and to any mortgagee having an existing lien or liens against the insured real property, if the mortgagee is named on the policy. In the case of a judgment, notice shall also be provided to the court in which judgment was entered. The notice shall include all of the following:

- (1) the identity and address of the insurer;
- (2) the name and address of each policyholder, including any mortgagee;
- (3) location of the insured real property;
- (4) the date of loss, policy number, and claim number;
- (5) the amount of money withheld;
- (6) a statement that the municipality may have the withheld amount paid into a trust or escrow account established for the purposes of this section if it shows cause, pursuant to subdivision 3, within 30 days that the money should be withheld to protect the public health and safety, otherwise the withheld amount shall be paid to the insured at the expiration of 30 days; and
- (7) an explanation of the provisions of this section and a verbatim reproduction of subdivision 16.

Subd. 3. **Escrow procedure.** In order for a municipality to escrow the amount withheld by the insurer, and to retain that amount, the following procedure shall be used.

(a) An affidavit prepared by the chief fire official or another authorized representative of the municipality designated by the governing body of the municipality that the damaged insured structure violates existing named health and safety standards requiring the escrow of the withheld amount as surety for the repair, replacement, or removal of the damaged structure shall constitute cause for the escrowing of the withheld amount.

(b) In the case of a settlement, the affidavit shall be sent to the insurer, the insured, and any mortgagees. Upon receipt of the affidavit, the insurer shall forward the withheld amount to the treasurer of the municipality and shall provide notice of the forwarding to the insured and any mortgagees.

(c) In the case of a judgment, the affidavit shall be sent to the insurer, the insured, any mortgagees, and the court in which the judgment was entered. Upon receipt of the affidavit, the insurer shall forward the withheld amount to the treasurer of the municipality and shall provide notice of the forwarding to the insured, any mortgagees, and the court in which judgment was entered.

Subd. 4. Deposit in trust or escrow account; release of proceeds to mortgagee. Upon receipt of money and information from an insurer as prescribed in subdivisions 2 and 3, the local treasurer shall record the information and the date of receipt of the money and shall immediately deposit the money in a trust or escrow account established for purposes of this section. The account may be interest-bearing. If the mortgage on the insured property is in default, the treasurer of the municipality, upon written request from a first mortgagee of property with respect to which policy proceeds were withheld and placed into a trust or escrow account under subdivisions 2, 3, and this subdivision, shall release to the mortgagee all or any part of the policy proceeds received by the municipality with respect to that property, not later than ten days after receipt of the written request by the mortgagee, to the extent necessary to satisfy any outstanding lien of the mortgagee.

Subd. 5. Commingling of funds; retention of interest. Except as provided in subdivision 8, money deposited in an account pursuant to subdivision 4 shall not be commingled with municipal funds. Any interest earned on money placed in a trust or escrow account shall be retained by the municipality to defray expenses incurred under this section.

Subd. 6. Release of deposited proceeds to insured. Except as provided in clause (3), the policy proceeds deposited under subdivision 4 shall immediately be forwarded to the insured when the chief fire official or another authorized representative of the municipality designated by the governing body of the municipality receives or is shown reasonable proof of any of the following:

(1) that the damaged or destroyed portions of the insured structure have been repaired or replaced, except to the extent that the amount withheld under this subdivision is needed to complete repair or replacement;

(2) that the damaged or destroyed structure and any and all remnants of the structure have been removed from the land on which the structure or the remnants of the structure were situated, by the owner or by any other person, in compliance with the local code requirements of the municipality in which the structure was located; or

(3) that the insured has entered into a contract to perform repair, replacement, or removal services with respect to the insured real property and that the insured consents to payment of funds directly to the contractor performing the services. Funds released under this clause may be forwarded only to a contractor performing services on the insured property.

Subd. 7. Reasonable proof. Reasonable proof required under subdivision 6 shall include any of the following:

(1) originals or copies of pertinent contracts, invoices, receipts, and other similar papers evidencing both the work performed or to be performed and the materials used or to be used by all contractors performing repair, replacement, or removal services with respect to the insured real property, other than a contractor subject to clause (2);

(2) an affidavit executed by the contractor which has performed the greatest amount of repair or replacement work on the structure, or which has done most of the clearing and removal work if structure repair or replacement is not to be performed. The contractor shall attach to the affidavit all pertinent contracts, invoices, and receipts and shall swear that these attached papers correctly indicate the nature and extent of the work performed to date by the contractor and the materials used; or

(3) an inspection of the insured real property to verify that repair, replacement, or clearing has been completed in accordance with subdivision 6.

Subd. 8. Use of retained proceeds. If with respect to a loss, reasonable proof is not received by or shown to a fire official or another authorized representative of the municipality designated by the governing body of the municipality within 45 days after the policy proceeds portion was received by the treasurer, the municipality shall use the retained proceeds to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with local code requirements and applicable ordinances of the municipality. If, before the lapse of the 45 days after the proceeds portion was received by the treasurer, the municipality has secured, repaired, or demolished the damaged or destroyed structure under chapter 299F or 463 or other applicable law or ordinance, once the 45 days lapse, the municipality may release the special assessment placed on the property, if any, and reimburse itself from the retained funds. No more than 15 percent of the policy proceeds used by the municipality under this subdivision may be attributed to the municipality's administrative expenses, which must be directly related to the actions authorized under this subdivision. Any unused portion of the retained proceeds shall be returned to the insured.

Subd. 9. Proceeds not included. A final settlement shall not include the payment of policy proceeds for personal property or contents damage or for additional coverage not contained in the fire coverage portion of the fire insurance policy.

Subd. 10. Immunity from liability. There shall not be liability on the part of, and a cause of action shall not arise against, an insurer or an agent or employee of an insurer for withholding or transferring money in the course of complying or attempting to comply with this section.

Subd. 11. Application of section; amount of settlement. This section applies only to final settlements which exceed 49 percent of the insurance on the insured real property.

Subd. 12. Application of section; election; list of electing municipalities. This section applies only to property located in a municipality if the municipality, pursuant to a resolution by the governing body, notifies the commissioner in writing that the municipality has established a trust or escrow account to be used as prescribed in this section and intends to uniformly apply this section with respect to all property located within the municipality following written notification to the commissioner. The commissioner shall prepare and distribute a list of all municipalities which have elected to apply this section to all insurance companies transacting property insurance in this state.

Subd. 13. Retention on list. (a) A municipality shall remain on the list until a written request for deletion has been received by the commissioner, or until the municipality has failed to comply with paragraph (b), and the amended list has been prepared pursuant to this subdivision.

(b) Municipalities on the list shall report every two years to the commissioner in writing regarding the extent of the municipality's use of this section and the effect of this section on arson fires in that municipality. The report must be filed with the commissioner no later than 90 days after the two-year anniversary of the municipality's placement on the list and thereafter no later than 90 days after each subsequent two-year period. If the commissioner has not received a report required under this paragraph, the commissioner shall

promptly provide the municipality a written reminder notice. If the commissioner has not received the report within 30 days after providing the written notice, the municipality shall be treated as having made a written request for deletion under paragraph (a).

Subd. 14. **Addition to list.** A municipality may apply to be added to the list by making a written request for addition to the commissioner. When a written request for addition from a municipality has been received by the commissioner, an amended list shall be prepared and distributed indicating the addition. The addition shall be effective on the date specified by the commissioner in the amendment. The commissioner shall notify the municipality and insurance companies of the effective date of the addition which shall be effective not less than 30 days after receipt of notice by the insurance company. A municipality shall not apply this section with respect to any loss which occurred before the effective date of the addition.

Subd. 15. **Deletion from list.** A municipality may cease to apply this section for a period of not less than six months upon not less than 30 days' written notice to the commissioner. After receipt of request to be deleted from the list, the commissioner shall prepare and distribute an amendment to the list indicating the deletion. The deletion shall be effective on the date specified by the commissioner in the amendment. The commissioner shall notify the municipality and insurance companies of the effective date of the deletion which shall be effective not less than 30 days after receipt of the notice by the insurance company. A municipality shall continue to apply this section with respect to any loss which occurred before the effective date of the deletion, notwithstanding the deletion.

Subd. 16. **Exceptions to withholding requirements.** The withholding requirements of this section do not apply if all of the following occur:

(1) within 30 days after agreement on a final settlement between the insured and the insurer, the insured has filed with the insurer evidence of a contract to repair as described in subdivision 7;

(2) the insured consents to the payment of funds directly to the contractor performing the repair services. Funds released under this clause may be forwarded only to a contractor performing the repair services on the insured property; and

(3) on receipt of the contract to repair, the insurer gives notice to the municipality in which the property is situated that there will not be a withholding under this section because of the repair contract.

Subd. 17. **Demolition costs or debris removal costs as part of final settlement; withholding.** If the insured and the insurer have agreed on the demolition costs or the debris removal costs as part of the final settlement of the real property insured claim, the insurer shall withhold one of the following sums, whichever sum is the largest, and shall pay that sum in accordance with this section:

(1) the agreed cost of demolition or debris removal;

(2) 25 percent of the actual cash value of the insured real property at the time of loss; or

(3) 25 percent of the final settlement of the insured real property claim.

History: 1995 c 170 s 1; 1997 c 47 s 1-5; 1997 c 77 s 2



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 9, 2021
SUBJECT: Consider Increase in 2022 On-Sale Intoxicating Liquor License Fees

Background:

Due to the COVID-19 Pandemic and the extended closures and limits on capacity of bars and restaurants in 2020 and 2021, the City Council on February 9, 2021 adopted Resolution 2021-026 Approve Revised 2021 Fees, Charges and Utility Rates. The adoption of this resolution resulted in a 50% reduction of all on-sale liquor licenses issued in the City.

Per MN State Statute 340A.408 Retail License Fees; §Subd. 3a. Fee increases; notice, hearing, states no city, town, or county shall increase the fee for a liquor license governed by subdivision 1, 2, or 3, except after notice and hearing on the proposed increase. Notice of the proposed increase must be mailed to all affected licensees at least 30 days before the date set for the hearing. This subdivision supersedes any inconsistent provision of law or charter. All licensees were notified via mail on September 27, 2021, of the public hearing and notice was published in the Faribault Daily News on October 23 and October 28, 2021.

At the Work Session on July 20, 2021, the Council reviewed the proposed 2022 Fee Schedule. The fee schedule included in your packet increases the on-sale liquor license fees back to their pre-pandemic rates.

These fees will be officially adopted at the December 14, 2021 City Council meeting. At such time, the licensees will be invoiced for their 2022 Liquor Licenses.

Recommendation:

Set the On-Sale License Fees back to 2020 Rates.

Attachments:

1. 2022 Liquor License Fees (Proposed)



**EXHIBIT A - Resolution 2021-XXX
2022 FEES, CHARGES AND UTILITY RATES**

		2021	2022 Proposed
CHAPTER 4 - ALCOHOLIC BEVERAGES			
<u>Intoxicating</u>			
4-15	On-sale Liquor* (Code Sec 4-15 (a) (2)) (MS 340A.408 Subd. 2)	\$1,948	\$3,896
	Low Volume Liquor (Res. 2009-210)	\$1,000	\$2,000
	Sunday On-Sale (MS 340A.504) (cannot prorate)	\$ 100	\$200
	Theater On-Sale (Ord. 2009-04) (License includes Sundays)	\$ 250	\$500
	Limited Culinary On-Sale (Ord. 2009-05) (License does not include Sundays)	\$ 150	\$300
	Club On Sale** (MS 340A.408 2b)		
	Membership of 200 or less	\$ 150	\$300
	Membership between 201 & 500	\$ 250	\$500
	Membership between 501 & 1000	\$ 325	\$650
	Membership between 1001 & 2000	\$ 400	\$800
	Membership between 2001 & 4000	\$ 500	\$1000
	Membership between 4001 & 6000	\$1,000	\$2,000
	Membership of 6001 or more	\$1,500	\$3,000
	Off-Sale Liquor** (MS 340A.408, Subd. 3a(2) & Subd. 3c)	\$560; (\$100 refunded if conditions set out in SS met)	\$560; (\$100 refunded if conditions set out in SS met)
	Wine Sale*** (MS 340A.408 2c)	\$ 835.50	\$1,671
	Theater Wine (Ord. 2009-04)	\$ 100	\$200
	Temporary On-Sale Intoxicating Liquor (City Code Sec 4-15 a. (9) - up to 4 days)	\$ 35/day	\$35/day
	Consumption & display permits (Setup) ***** (MS 340A.414 Subd. 6)	\$300 (plus \$150 State fee)	\$300 (plus \$150 State fee)
	One-day consumption and display permit (Setup) ***** (MSA 340A.414 Subd. 9) (Limit 10/year)	\$ 25	\$25
<u>Malt Liquor (3.2%)</u>			
4-15	On-Sale License (3.2 Beer) Can pro-rate	\$ 100	\$200
	Annual fee - set by City Code (Sec. 4-15 (a) (1))		
	Theater On-Sale Malt Liquor-3.2% Beer (Ord. 2009-04)		
	Off-Sale License (3.2 Beer) Can pro-rate	\$100	\$100
	Annual fee - set by City Code (Sec. 4-15 (a) (1))		
	Temporary On-Sale License (3.2 Beer) City Code Sec. 4-15 (a) (9)	\$50/day up to 7 days	\$50/day up to 7 days
	Address Change Fee for 3.2 Licenses	\$20	\$20
<u>Brewery and Taproom</u>			
4-25	Brewer Taproom License (Res. 2014-036)	\$ 300	\$600
	Small Brewer License (Res. 2014-036)	\$ 100	\$200
<u>Micro-Distillery</u>			
4-25	Distiller and Cocktail Room License	\$ 300	\$600
	Small Distiller License	\$ 100	\$200
<u>Investigation Fee</u> City Code 4-15 (f) (MS 340A.412, subd 2 limits to \$500)			
	Investigation Fee - In State (Liquor, Wine, Beer)	\$500	\$500
	Investigation Fee - Out of State (Liquor, Wine, Beer)	Actual Cost Not to Exceed \$10,000	Actual Cost Not to Exceed \$10,000
	Renewal Application late fee	\$100	\$100
* Public Hearing required to increase non-state regulated Liquor License Fees according to MS 340A.408 Subd. 3a; fee set by City but subject to limits; fee intended to cover costs of issuing, inspecting, and other directly related costs of enforcement. ** Off-Sale and Club Licenses are State regulated, fees set by 340A.408. *** Wine fee cannot exceed 1/2 On-Sale Liquor Lic fee or \$2,000, whichever is less. **** Consumption/Display Permits cannot exceed \$300 by state regulation. ***** One-day Consumption/Display Permits cannot exceed \$25 by state regulation.			
CHAPTER 5 - AMUSEMENTS			
<u>Dances</u>			
5-57	Temporary Public Dance License	\$25	\$25
	License transfer fee	\$20	\$20
CHAPTER 6 - ANIMALS AND FOWL			
<u>Animals</u>			
6-49	Board fee	\$35/day	\$35/day
6-24	Voluntary Disposal of Dog	\$50	\$50
6-36	Kennel License	\$150	\$150
	Prescribed Grazing & Beekeeping	See Zoning Compliance Certificate	See Zoning Compliance Certificate



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 9, 2021
SUBJECT: Renewal of Currency Exchange License for Luis and Ana Del Aguila

Background:

The City has received a renewal notification from the Minnesota Department of Commerce for a Currency Exchange License from Luis and Ana Del Aguila, to continue operating a currency exchange at 327 Central Avenue. The application is complete. Background checks on each of the owners and officers have been completed by the MN Bureau of Criminal Apprehension and no record was found. The application also included a fee schedule of all fees to be charged by the currency exchange office, and a \$10,000 surety bond valid through December 31, 2022.

A Currency Exchange License enables the licensee to be able to provide check-cashing services for the public to be able to cash payroll checks, federal and state checks, commercial checks, personal checks, and cashier checks. A Currency Exchange License is required for all locations that are not associated with a financial institution.

Recommendation:

Approve the Currency Exchange License for Luis and Ana Del Aguila, 327 Central Avenue, Faribault, MN

Attachments:

1. Letter - Minnesota Dept. of Commerce

October 18, 2021

Sent via e-mail and regular mail to:

hslechta@ci.faribault.mn.us

City of Faribault
Attention: City Administrator
208 1st Avenue NW
Faribault, MN 55201

RE: Currency Exchange License Renewal for 2022

Dear Ms. Slechta:

The following currency exchange licensee has made application to renew their currency exchange license to operate at:

Ana & Luis Del Aguila General Partnership
327 Central Avenue N
Faribault, MN 55021
NMLS #1554514

Pursuant to Minnesota Statutes Chapter 53A.04, we are notifying your office that a complete currency exchange license renewal application has been filed with the Department of Commerce. The renewal application included the names of the officers and owners of the licensee, background checks on each of the owners and officers from the Minnesota Bureau of Criminal Apprehension, a fee schedule of all fees to be charged by the currency exchange office, a \$10,000 surety bond valid through December 31, 2022, and the \$500 renewal fee. If you wish to receive a copy of the complete currency exchange license renewal application form that was filed with this office, please call Jessica at 651-539-1570 or via email at jessica.trouten@state.mn.us and the renewal form will be emailed to you.

Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit any application for licensure as a currency exchange to the governing body of the local unit of government in which the currency exchange business is located. The law further requires the governing body to give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the licensee is located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The governing body shall have the sole responsibility for its decision. The state shall have no responsibility for that decision. Your cooperation in forwarding this information to the proper unit within your organization is appreciated.

Your reply must be received within 60 days of receipt of this letter. If you have any questions, please contact me at the telephone number or email listed below.

Very truly yours,



Jaime Awoyinka
Financial Institutions Division
651-539-1721
Jaime.awoyinka@state.mn.us



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: November 9, 2021
SUBJECT: Resolution 2021-229 Approve Variances from Setback Requirements for Side Yards Regarding Buildings and Parking Lot at 903 Spring Road

Background:

Chris Bakken, Chief Manager of Extreme Unlimited LLC property owner, is proposing to develop two four-unit buildings on a vacant 18,500 SF lot located at 903 Spring Road. The property is zoned R-4 High Density Residential District. The development plans call for one new four-unit building to be built at the south end of the property. He also plans to move in a previously occupied four-unit building to be located at the north end of the site. Both buildings will have the same architectural appearance. Both will have two units on the upper floor, and two garden level units on the lower floor. Parking for 14 cars is provided on plans, a trash enclosure is provided at the south end of the parking lot, and landscaping with trees will be provided on three sides of the property and a screening fence on the east side of the parking lot. The development as proposed will require approval of three associated planning and zoning applications as follows:

1. Variances from side setback requirements for the buildings and the parking lot.

- A parking lot setback variance is requested to allow a 5-foot setback from the east, where 10-feet is the minimum required for this district.
- Building setback variances are requested to allow both proposed buildings to be at a 10-foot setback from the west lot line where a minimum of 15- feet is required in the R-4 district.

2. A Planned Unit Development (PUD) is required for approval of more than one principal building on a single lot.

3. A Conditional Use Permit (CUP) is requested in this case to approve the move-in and use of a previously occupied dwelling at this site as

required by Sec. 7-30 of the Unified Development Ordinance (UDO).

At its meeting of October 18, 2021, the Planning Commission held a public hearing regarding the aforementioned applications and voted three to three on a motion to deny all three applications. The motion failed, resulting in no recommendation from the Planning Commission being forwarded on this matter. The Staff Recommendation for denial (as presented to the Planning Commission) was forwarded for consideration by the City Council.

At its meeting of October 26, 2021, the City Council considered the report from the Planning Commission hearing and recommendation from Staff in this case, and determined that there was justification for the requested variances. The City Council by a 6-1 vote passed a motion directing staff to prepare findings for approval of variances and associated applications for the proposed development plan and bring the matter back for consideration. Staff has prepared findings for approval of the variances found in the draft resolution for City Council consideration.

Recommendation:

Adopt Resolution 2021-229 approving variances from setback requirements for the buildings and the parking lot proposed at 903 Spring Road

Attachments:

1. Resolution 2021-229 Approve Parking Setback and Side Building Setback Variances at 903 Spring Rd

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-229

APPROVE VARIANCES FROM SETBACK REQUIREMENTS FOR SIDE YARDS REGARDING BUILDINGS AND PARKING LOT AT 903 SPRING ROAD

WHEREAS, Chris Bakken, Chief Manager of Extreme Unlimited LLC (Property Owner), has requested setback variances to construct two four-unit apartment buildings and the associated parking lot at 903 Spring Road (the subject property), legally described on Exhibit A; and

WHEREAS, the subject property is in the R-4, High-Density Residential District; and

WHEREAS, the City's Unified Development Ordinance requires primary buildings in the R-4, High-Density Residential District to have a minimum side yard setback of fifteen (15) feet and a side parking lot setback of ten (10) feet; and

WHEREAS, the proposed development plan has a side building setback of ten (10) feet on the west side of the property, as generally shown in Exhibit B; and

WHEREAS, the proposed development plan has a side parking lot setback of five (5) feet on the east side of the property as shown on plans attached as Exhibit B; and

WHEREAS, City Staff has completed a review of the Applicant's variance application and presented a report and recommendation on the variance request to the Planning Commission; and

WHEREAS, the Planning Commission, on the 18th day of October, 2021, following proper notice, held a public hearing regarding the Applicant's variance application; and

WHEREAS, following the public hearing, the Planning Commission voted three (3) to three (3) on motion to deny the requested variances. The motion failed and no further motions were made regarding this request; and

WHEREAS, the City Council, on the 26th day of October, 2021, at a public meeting considered the Applicant's variance request, reviewed City Staff's report to the Planning Commission, and considered the results of the public hearing; and

WHEREAS, the City Council determined the requests had merit and directed City Staff to prepare findings for approval of the applications; and

WHEREAS, at its meeting of November 9, 2021, the City Council made the following findings as required by Section 2-460 of the City of Faribault, Unified Development Ordinance:

- 1. The variance is in harmony with the general purposes and intent of the City's ordinances.** The subject property is in a high-density residential zoning district with standard/uniform setback requirements. The intent of the zoning district setbacks is to provide open space between improvements on adjoining sites. The requested variances will allow the buildings and parking area to encroach into the required yard area. Due to its design, the proposal will not have a major visual impact on the open space as viewed from the street and from adjoining property in this area. Therefore, the requested variances are in harmony with the general purposes and intent of the City's ordinances.
- 2. The variance is consistent with the Comprehensive Plan.** The Journey to 2040 Comprehensive Plan guides the subject property for established residential uses in this neighborhood. The proposed development will not change the current residential nature of the existing use of the property. Approval of the requested variances is consistent with the Comprehensive Plan's guiding principles to improve existing development in the city.
- 3. The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.** The property

owner wishes to construct two four-unit apartments on a vacant R-4 High-Density lot. The proposed building dimensions are reasonable. It is not practical to reduce the proposed dimensions of the buildings. The proposed development plan would not adversely affect neighboring properties or the public. Therefore, the requested variance is a reasonable request.

- 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 subject property has less lot width than other R-4 properties in the surrounding area. The proposed buildings have reasonable dimensions. Therefore, the subject lot is unique and it is justified for the City Council to grant the requested setback variances.
- 5. The variance does not alter the essential character of the neighborhood.** The proposed buildings and parking lot, would not stand out as an unusual in this location and would not alter the neighborhood's character.
- 6. The variance requested is the minimum variance which would alleviate the practical difficulties.** It is not practical to reduce the size of the proposed buildings to reduce or eliminate the need for side yard variances. The requested variances are the minimum needed for reasonable development on the property.
- 7. Economic conditions alone do not constitute practical difficulties.** The variance requests relate to the need to allow buildings with reasonable dimensions to be developed on the subject property. The requests are not based exclusively on economic reasons.

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

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

Section 2: Approval of the Variance. The Faribault City Council hereby

approves a variance at 903 Spring Road, to allow construction of two four-unit buildings on site with a west side setback of ten (10) feet and a parking lot with a setback from the east side property line of five (5) feet. The variances will result in a five-foot encroachment into the required side yards.

Section 3: Conditions of Approval. The variances' approval is subject to conditions listed herein as authorized under Section 2-470 of City's Unified Development Ordinance, all of which are necessary to comply with the standards established by the City's ordinances, or to reduce or minimize the effect of such variance upon other properties in the area and to better carry out the intent of the variance. The conditions of the variance approval are as follows:

1. The development must be constructed in a manner substantially consistent with the plans attached as Exhibit B with this resolution. The Faribault Development Review Committee is authorized to approve minor revisions to the building addition plans that meet this resolution's intent.
2. The approved side yard variances apply only to the proposed buildings and parking lot as shown in Exhibit B and does not allow additional building expansion in a manner inconsistent with the City's ordinances.
3. The variances approved herein are subject to approval of associated applications for Planned Unit Development to authorize two primary buildings on one lot and a Conditional Use Permit for approval of moving a previously occupied dwelling to the subject site.
4. The Owner is required to obtain a building permit from the City before starting construction of the proposed development on this site.

Section 4: Effective Date. This resolution shall become effective immediately upon its passage.

Date Adopted: November 9, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A:
Legal Description

Lot 2, Block 1, Windsor Park No. 10, City of Faribault, County of Rice,
State of Minnesota



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: November 9, 2021
SUBJECT: Ordinance 2021-11 Approve PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road - First Reading

Background:

This item is the second in a group of three associated planning and zoning applications requested by Chris Bakken, Chief Manager of Extreme Unlimited LLC property owner. Mr. Bakken is proposing to develop two four-unit buildings on a vacant 18,500 SF lot located at 903 Spring Road. The property is zoned R-4 High Density Residential District. The development plans call for one new four-unit building to be built at the south end of the property and a second, previously occupied four-unit building to be moved-in and placed at the north end of the site. Both buildings will have the same architectural appearance. Both will have two units on the upper floor, and two garden level units on the lower floor. Parking for 14 cars is provided on plans. A trash enclosure is provided at the south end of the parking lot. The site will be landscaped with trees on three sides and a screening fence on the east side of the parking lot. The development as proposed will require approval of three associated planning and zoning applications as follows:

1. Variances from side setback requirements for the buildings and the parking lot.

- A parking lot setback variance is requested to allow a 5-foot setback from the east, where 10-feet is the minimum required for this district.
- Building setback variances are requested to allow both proposed buildings at a 10-foot setback from the west lot line where a minimum of 15- feet is required in the R-4 district.

2. A Planned Unit Development (PUD) is required for approval of more than one principal building on one lot.

Key aspects of the ordinance include the following requirements:

- Monument sign with addresses for both proposed buildings.
- Face brick accents on both of the proposed buildings, intended to better relate these buildings to surrounding multi-family development in the area.
- Enhanced landscaping beyond the minimal requirements of the ordinance and per the direction of the Development Review Committee (DRC)
- Fencing on the west and east sides to screen the site.
- Site lighting per the direction of the DRC.
- Revised development plans must be submitted for site plan approval by the DRC prior to building permit issuance.

3. A Conditional Use Permit (CUP) is requested in this case to approve the use of a previously occupied dwelling at this site as required by Sec. 7-30 of the Unified Development Ordinance (UDO).

At its meeting of October 26, 2021, the City Council considered the report from the Planning Commission hearing and recommendation of Staff in this case and determined that there was justification for the requested variances and associated planning and zoning actions. The City Council by a 6-1 vote passed a motion directing Staff to prepare findings for approval of variances and associated applications for the proposed development plan and bring the matter back for consideration. The City staff has prepared a draft ordinance to establish a PUD overlay for the subject property to allow two primary buildings on one lot and approve the associated development plans for the property as proposed.

Recommendation:

Approve first reading of Ordinance 2021-11 to establish a PUD Overlay District to authorize two principal structures on a multi-family residential lot at 903 Spring Road.

Attachments:

1. Ord. 2021-11 Approve PUD Overlay Zoning District at 903 Spring Rd

[Space Reserved for Recording]

State of Minnesota
County of Rice

CITY OF FARIBAULT

ORDINANCE 2021-11

**APPROVE PUD OVERLAY DISTRICT TO AUTHORIZE TWO PRINCIPAL STRUCTURES
ON ONE MULTI-FAMILY RESIDENTIAL LOT AT 903 SPRING ROAD**

WHEREAS, Chris Bakken, Chief Manager, Extreme Unlimited LLC (Owner/Applicant), submitted a complete application to the City of Faribault on October 13, 2021, requesting approval of a PUD (Planned Unit Development) Overlay Zoning District and approval of a related Development Plan for property located at 903 Spring Road, legally described in Exhibit A; and

WHEREAS, the proposed PUD Overlay Zoning District is necessary to authorize two, four-unit apartment buildings on one lot in the R-4, High-Density Residential District; and

WHEREAS, City Staff has completed a review of said application and made a report to the Planning Commission (#21-10), which recommended against this application, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on October 18, 2021, following proper notice, held a public hearing regarding the Applicant's requests; and

WHEREAS, following the said public hearing, the Planning Commission voted three (3) to three (3) on a motion to deny the Applicant's request for a PUD

Overlay Zoning District and the related Development Plan. The motion failed, and no further motions were made regarding this request; and

WHEREAS, the City Council, on October 26, 2021, and again on November 9, 2021, at public meetings considered the applications; and

WHEREAS, based on discussion during the meetings, the City Council finds approval of the PUD Overlay Zoning District and approval of the related Development Plan for property legally described in Exhibit A and depicted in Exhibit B, is appropriate with 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 Land Use Plan for the subject property guides the subject property as an established residential neighborhood. The primary use of the proposed PUD Overlay Zoning District is high-density residential 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 PUD Overlay Zoning District benefits the public by providing a planned area for high-density residential that strengthens the variety of housing types and affordability in Faribault and provides additional housing needed in the City.

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 uses in the PUD Overlay District are compatible with the surrounding residential and commercial uses. Where desired, the PUD provides adequate buffering between uses.

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 PUD Overlay Zoning District does not change the site's underlying R-4, High-Density Residential classification.

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 PUD Overlay Zoning District provides high-density residential on the subject property and will not change the Comprehensive Plan or underlying zoning classifications for the site.

WHEREAS, based on the discussion during the meeting, the City Council also hereby finds that establishing the proposed PUD Overlay Zoning District for the subject property is appropriate with the following findings related to the applicable objectives, as described in Section 14-20 of the City's Unified Development Ordinance, which the City Council must consider in the approval of a planned unit development:

1. **Objective: Accommodation of the growing demand for housing of all types and for commercial facilities conveniently located to such housing.**

Finding: The PUD Overlay Zoning District provides for the construction of new apartment units that are consistent with the underlying zoning district and helps meet the community's needs for market-rate housing.

2. **Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.**

Finding: The PUD Overlay Zoning District offers the City housing options that benefit the public by re-using an existing four-unit apartment structure

and maximizing the allowed development density by authorizing a new four-unit building to be constructed on the site.

3. Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.

Finding: The proposed buildings in the PUD Overlay Zoning District will be substantially similar to each other and to the surrounding neighborhood in regard to architectural styles and building forms. As per the conditions of approval of this Ordinance, the proposed buildings in the PUD Overlay Zoning District are required to have face brick accents as directed by the City's Development Review Committee. The proposed face brick accents will help ensure compatibility with the surrounding land uses.

WHEREAS, based upon the discussion, the City Council also hereby finds the Development Plan for the PUD Overlay Zoning District associated with the subject property is appropriate with the following findings as required by Section 14-140 of the City's Unified Development Ordinance:

Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.

Expanded Finding 1: The Owner controls all land included in the Development Plan for PUD Overlay Zoning District. Consequently, the Owner has control over maintenance and upkeep of all of the subject property.

Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.

Expanded Finding 2: The Development Plan proposes access from Spring Road. The access point has been deemed sufficient to serve the site. Its placement does not create congestion or dangers. The access and internal circulation on the site are adequate for the safety of the project residents, guests, and the public.

Finding 3: A sufficient amount of useable open space is provided.

Expanded Finding 3: The Development Plan provides yard areas for open space to serve the development.

Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.

Expanded Finding 4: The Development Plan includes two, four-unit apartment buildings. These structures will not disturb residents in the surrounding property or reduce the value of adjacent property. The property adjoins a commercial use and is in an area of similar residential uses.

Finding 5: The architectural design of the project is compatible with the surrounding area.

Expanded Finding 5: The proposed buildings in the PUD Overlay Zoning District will be substantially similar to each other and to the surrounding neighborhood in regard to architectural styles and building forms. As per the conditions of approval of this Ordinance, the proposed buildings in the PUD Overlay Zoning District are required to have face brick accents as directed by the City's Development Review Committee. The proposed face brick accents will help ensure compatibility with the surrounding land uses.

Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded Finding 6: The Development Plan does not significantly affect public infrastructure. Stormwater is accommodated in a manner consistent with City and other applicable regulations.

Finding 7: The development schedule insures a logical development of the site, protecting the interests of project residents and the general public.

Expanded Finding 7: The Owner has proposed a development schedule that allows for the proposed work associated with the Development Plan to be accomplished in a timely manner.

Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.

Expanded Finding 8: The City's Land Use Plan guides the subject property as an established residential neighborhood, and this case, the neighborhood has established high-density residential uses, which is consistent with the Development Plan; and

WHEREAS, the City Council, at a public meeting on November 9, 2021, conducted the first reading of this Ordinance, which approves PUD Overlay Zoning District and the related Development Plan; and

WHEREAS, the City Council, at a public meeting on November 23, 2021 conducted the second reading of this Ordinance, which approves PUD Overlay Zoning District and the related Development Plan; and

WHEREAS, based on the discussion during the public meetings and written findings presented within this Ordinance, the City Council of the City of Faribault approves the findings associated with this request.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals set forth in this Ordinance and the Exhibits attached hereto are incorporated into and made part of this Ordinance, and where applicable, constitute the findings of the City Council

Section 2. Creation of PUD Overlay Zoning District. The PUD Overlay Zoning District #2021-11 is hereby created, which provides as follows:

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PUD Overlay Zoning District #2021-11

A. Intent. The intent of PUD Overlay District #2021-11 is as follows:

1. Promote additional multi-family housing to help meet the community's need for market-rate housing.
2. Provide for the efficient provision of public utilities and services.
3. Provide for the development of an undeveloped multi-family residential site in an area of existing high-density uses and a neighborhood commercial use.

B. Underlying District. The R-4, High-Density Residential Zoning District underlies the PUD Overlay Zoning District at this site.

C. Permitted Uses. The following shall be permitted uses in the PUD Overlay Zoning District #2021-11:

1. All uses permitted in the underlying R-4, High-Density Residential Zoning District or the underlying District as may be amended;
2. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City has determined that the uses are consistent with the intent of the permitted uses in the PUD Overlay Zoning District #2021-11.

D. Conditional Uses. The following shall be conditional uses in the PUD Overlay Zoning District #2021-11:

1. All conditional uses in the R-4, High-Density Residential Zoning District, or the underlying zoning district as may be amended.
2. A conditional use permit to relocate a previously occupied four-unit dwelling to the site is approved by the City Council in Resolution 2021-230.

3. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City had determined that the uses are consistent with the intent for conditional uses in the PUD Overlay Zoning District #2021-11.

E. Accessory Uses and Standards. Accessory uses in the PUD Overlay Zoning District #2021-11 shall be consistent with the accessory uses and standards specified in the City's Unified Development Ordinance for the underlying R-4, High-Density Residential District.

F. Setback Requirements for Principal Buildings. Setbacks for principal buildings shall be as follows: at the periphery of the PUD Overlay Zoning District #2021-11 shall be consistent with the principal building setbacks requirements of the underlying R-4, High-Density Residential Zoning District, except as follows:

1. Setbacks for principal buildings within the PUD Overlay Zoning District #2021-11 shall be permitted ten (10) feet from the west property line rather than fifteen (15) feet as normally required in the R-4, High-Density Residential Zoning District, subject to the variances approved by the City Council in Resolution 2021-228; and
2. Parking lot setbacks from the east property line and east boundary of the PUD Overlay Zoning District #2021-11 shall not be less than 5 feet where 10 feet is normally required in the R-4, High-Density Residential Zoning District, subject to the variances approved by the City Council in Resolution 2021-228; and
3. All other setback requirements of the R-4, High-Density Residential District except as noted above or as shown on the approved development plan for this site shall be met.

G. Principal Building Height. The height of principal buildings in this PUD Overlay Zoning District shall be consistent with the height requirements of principal buildings in the underlying R-4, High-Density Residential Zoning District.

- H. Density.** The density of housing in this PUD Overlay Zoning District shall be consistent with the provisions of the City's Unified Development Ordinance related to the underlying R-4, High-Density Residential District.
- I. Architecture.** The architectural design of structures in this PUD Overlay Zoning District shall be consistent with the provisions of the City's Unified Development Ordinance and shall be substantially similar to the designs included in the Development Plan as shown in Exhibit C of this Ordinance with the addition of face brick to the building facades as may be required in the final site plan approval. The architectural design of structures shall be compatible with each other and with the surrounding residential neighborhood as determined by the City's Development Review Committee at the final site plan review before issuing building permits for the development.
- J. Access, Parking, and Circulation.** Access, parking, and circulation associated with this PUD Overlay Zoning District shall be substantially consistent with the Development Plan shown in Exhibit B of this Ordinance.
- K. Landscaping and Screening.** Landscaping and screening in the PUD Overlay Zoning District shall be consistent with the applicable standards of the City's Unified Development Ordinance and shall be in substantial conformance with the Development Plans shown in Exhibit B.
- L. Lighting.** Exterior lighting in PUD Overlay Zoning District shall be consistent with the City's Unified Development Ordinance and shall require site plan approval by the City's Development Review Committee.
- M. Signs.** Signs within this PUD Overlay Zoning District shall meet the following requirements.
1. All signs shall be substantially consistent with the general sign provisions specified in Chapter 9, Article 1 and Section 9-120

Residential Districts of the City's Unified Development Ordinance.

2. Signage for the purposes of addressing the buildings shall be approved by the Faribault Fire Chief.

N. Phasing. Development in this PUD Overlay Zoning District may be phased as per the provisions of the City's Unified Development Ordinance and as follows:

1. The four-unit building to be relocated to the site shall be installed on the site within one year of the date of approval of this PUD Overlay Zoning District. The second four-unit building to be built on the site and the associated parking lot and driveway shall be constructed thereafter.
2. All development proposed within this PUD Overlay Zoning District shall be completed within two years after the approval of the second reading of this Ordinance unless extended by the City Council.
3. Should significant delays in the development of this PUD Overlay Zoning District occur, the City's Development Review Committee may require that the Owner amend the PUD through appropriate means to address applicable conditions and regulations.

O. Other Required Standards. Development in this PUD Overlay Zoning District shall be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this Ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.

P. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2021-11. Development in this PUD Overlay Zoning District shall be in substantial conformance with the approved Development Plan dated October 12, 2021, shown in Exhibit B or as amended in accordance with the City's Unified Development Ordinance. However, at the discretion of the City's

Development Review Committee or other Authorized Agent of the City, development can deviate from the approved Development Plan if the deviation is consistent with the intent of this PUD Overlay Zoning District. If required by the City's Development Review Committee, deviation from the approved Development Plan shall require an amendment to this Ordinance.

Section 3. Rezoning of Parcels to PUD Overlay Zoning District #2021-11

1. The parcel legally described in Exhibit A and graphically depicted in Exhibit B is hereby rezoned to PUD Overlay Zoning District #2021-11.
2. The Official Zoning Map of the City of Faribault shall not be required to be republished to show the aforesaid rezoning. However, the City Planner shall appropriately mark the Official Zoning Map on file with the City Planner for the purpose of indicating the rezoning.

Section 4. Approval of the Development Plan for PUD Overlay Zoning District #2021-11. The Development Plan for this PUD Overlay Zoning District, dated October 12, 2021, as shown in *Exhibit B*, is hereby approved as follows:

1. Approval of said Development Plan authorizes the Owner to proceed with requesting Site Plan approval from the City's Development Review Committee (DRC). Following the Site Plan approval from the DRC, the Owner may request building permits for the proposed work in the district.
2. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan. Such conditions may include appropriate provisions to ensure that all applicable provisions from previous City approvals are adequately addressed. Specifically, the Development Plan must provide the following per the direction of the City's Development Review Committee and as generally noted on the Development Plans shown in Exhibit B:

- A. Provide a residential development monument sign consistent with the pertinent provisions of the City's Unified Development Ordinance.
- B. Provide face brick accents on the proposed buildings in the Planned Unit Development Overlay Zoning District per the direction of the City's Development Review Committee. The face brick accents are intended to help the proposed buildings relate to the existing surrounding multi-family development.
- C. Provide enhanced landscaping beyond the minimal requirements of the City's Unified Development Ordinance and per the direction of the City's Development Review Committee.
- D. Provide fencing adjacent to the west and east property lines per the direction of the City's Development Review Committee.
- E. Provide site lighting per the direction of the City's Development Review Committee.
- F. Prior to issuance of building permit, the Owner must submit a revised Development Plan to the City's Development Review Committee (DRC) that addresses the above conditions of approval to the satisfaction of the DRC.

Section 5. Authorization to Execute Agreements. The Mayor and City Administrator are hereby authorized and directed to execute and deliver any and all required additional agreements, certificates, or other documents the City Attorney determines are necessary to appropriately implement this Ordinance.

Section 6. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter

Public Hearing: October 18, 2021
First Reading: November 9, 2021

Second Reading: _____
Published: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

Legal Description

Lot 2, Block 1, Windsor Park No. 10, City of Faribault,
County of Rice, State of Minnesota

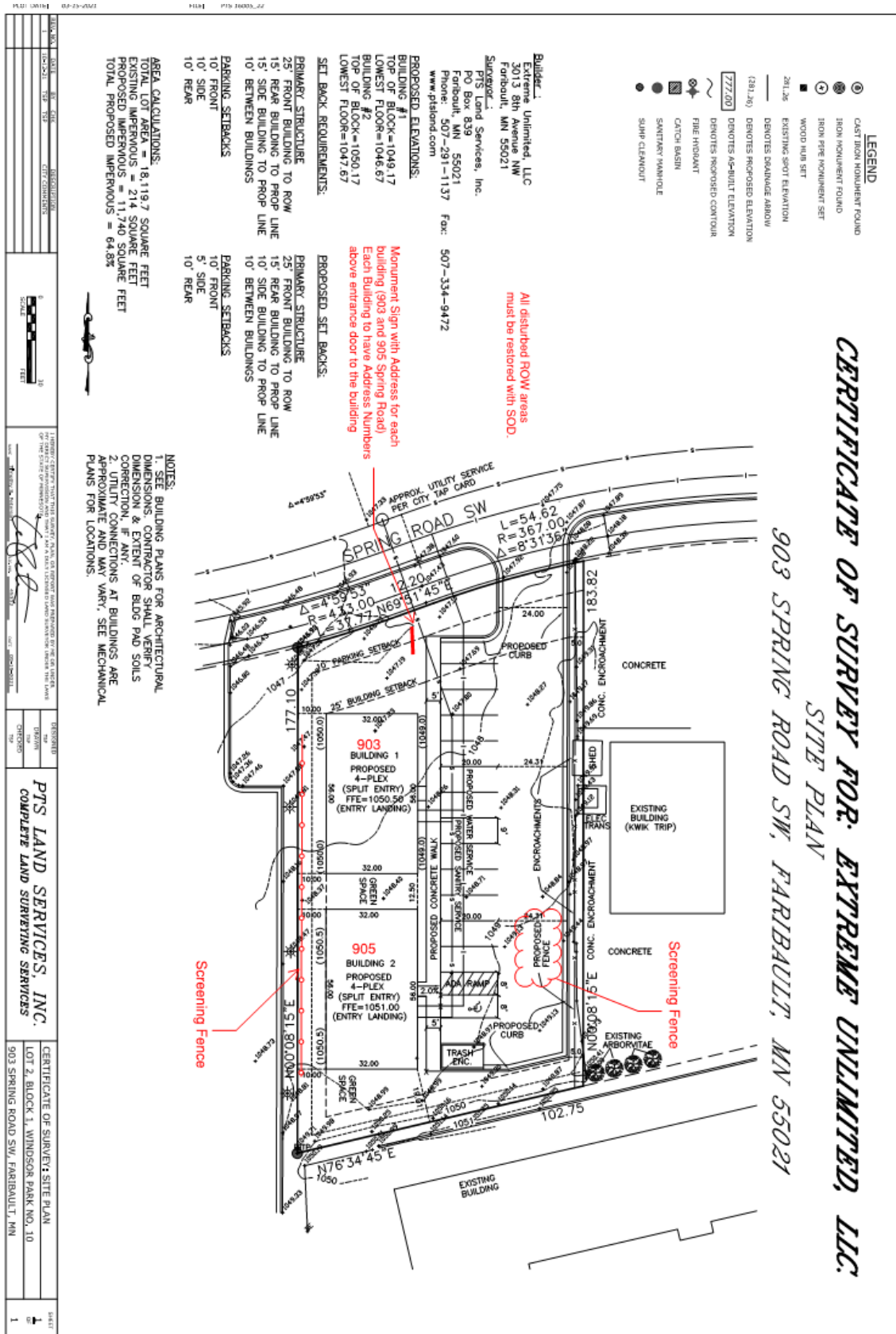
EXHIBIT B (Page 2 of 4)

EXHIBIT B (Page 3 of 4)

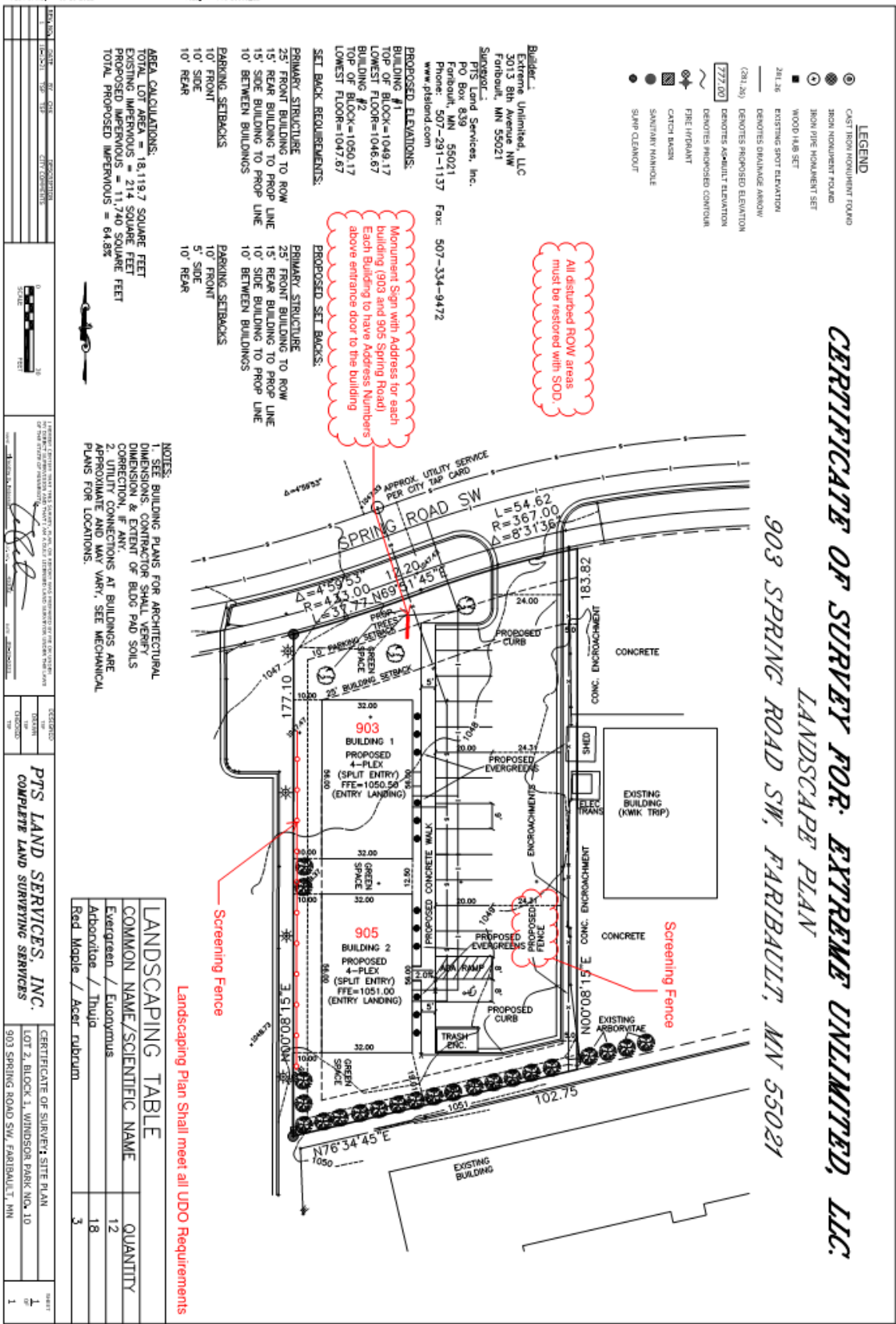


EXHIBIT B (Page 4 of 4)

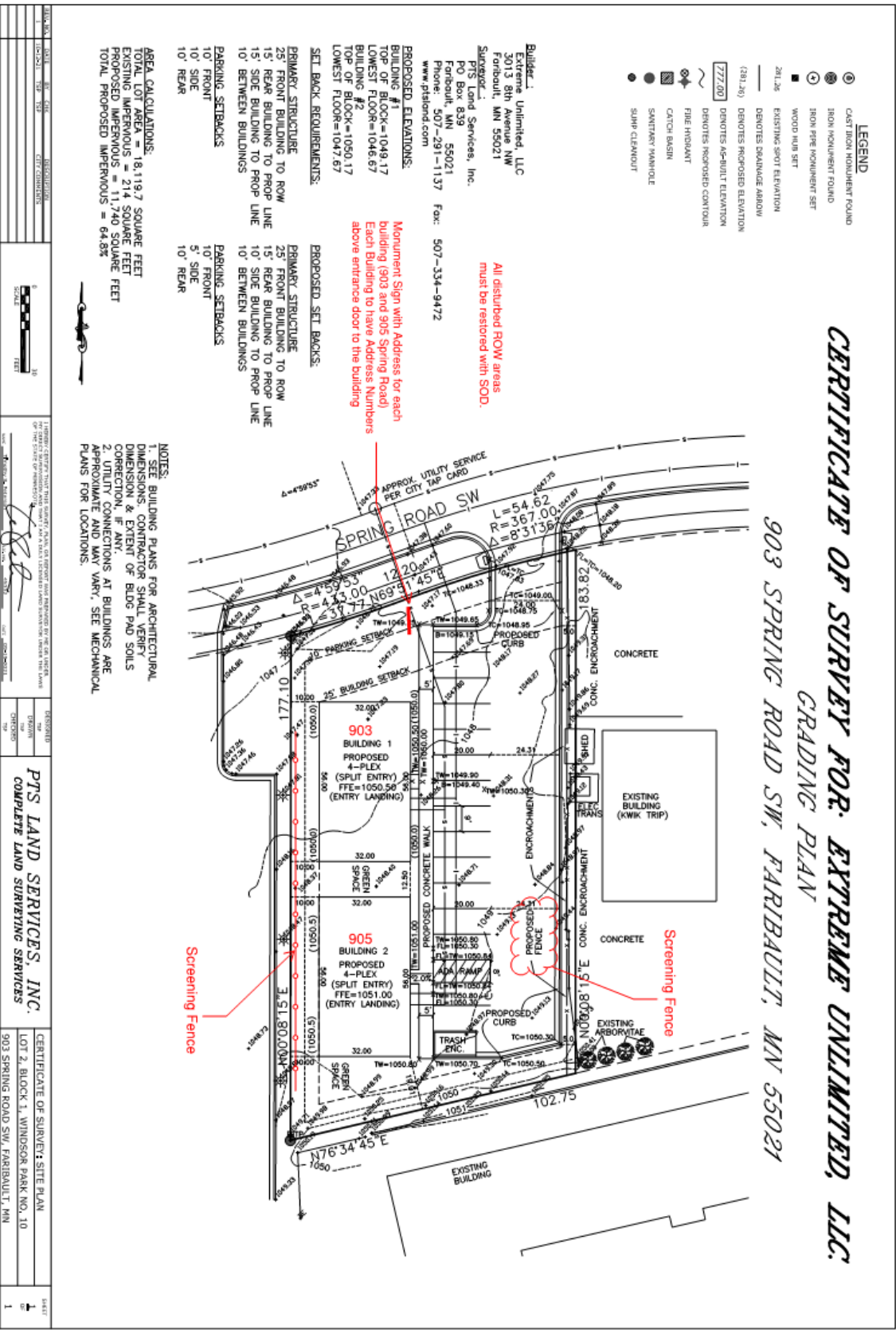
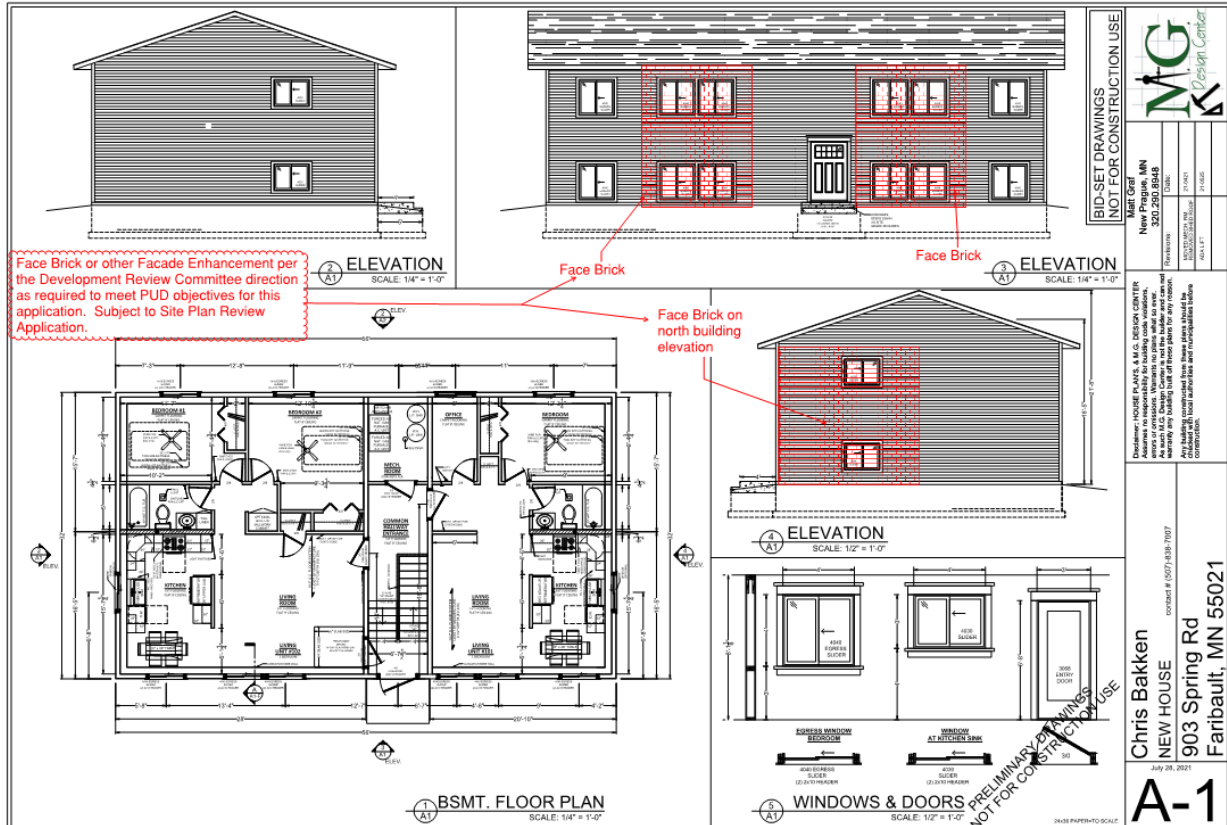


EXHIBIT C Architectural Building Plans





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: November 9, 2021
SUBJECT: Resolution 2021-230 Approve a Conditional Use Permit to Relocate a Previously Occupied Dwelling to 903 Spring Road

Background:

This is the third item in a group of three associated planning and zoning applications requested by Chris Bakken, Chief Manager of Extreme Unlimited LLC property owner. He is proposing to develop two four-unit buildings on a vacant 18,500 SF lot located at 903 Spring Road. The property is zoned R-4 High Density Residential District. The development plans call for one new four-unit building to be built at the south end of the property. He also plans to move in a previously occupied four-unit building to be located at the north end of the site. Both buildings will have the same architectural appearance. Both will have two units on the upper floor, and two garden level units on the lower floor. Parking for 14 cars is provided on plans. A trash enclosure is provided at the south end of the parking lot. The site will be landscaped with trees on three sides and a screening fence on the east side of the parking lot. The development as proposed will require approval of three associated planning and zoning applications as follows:

1. Variances from side setback requirements for the buildings and the parking lot.
 - A parking lot setback variance is requested to allow a 5-foot setback from the east, where 10-feet is the minimum required for this district.
 - Building setback variances are requested to allow both proposed buildings at a 10-foot setback from the west lot line where a minimum of 15- feet is required in the R-4 district.
2. A Planned Unit Development (PUD) is required for approval of more than one principal building on one lot.
3. A Conditional Use Permit (CUP) is requested in this case to approve the use of a previously occupied dwelling at this site as required by Sec.

7-30 of the Unified Development Ordinance (UDO). The proposed conditions of approval are as follows.

- Must meet development standards listed in Sec. 7-30 of the Unified Development Ordinance.
- New siding and roofing materials to match or compliment both buildings and provide face brick accents on both structures, per Development Review Committee (DRC) direction.
- Subject to approval of associated variances and Planned Unit Development.

At its meeting of October 26, 2021, the City Council considered the report from the Planning Commission hearing and recommendation of Staff in this case and determined that there was justification for the requested variances. The City Council by a 6-1 vote passed a motion directing Staff to prepare findings for approval of variances and associated applications for the proposed development plan and bring the matter back for consideration. The City Staff has prepared a draft resolution to approve a CUP to authorize moving in a previously occupied four-unit building to a vacant R-4, High Density Residential District lot at 903 Spring. This CUP is subject to approval of variances and an associated PUD at the site.

Recommendation:

Approve Resolution 2021-230 to grant a Conditional Use Permit to relocate a previously occupied dwelling to 903 Spring Road.

Attachments:

1. Resolution 2021-230 Approving a CUP to move a 4-Unit Dwelling to 903 Spring Rd

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2021-230

APPROVE A CONDITIONAL USE PERMIT TO RELOCATE A PREVIOUSLY OCCUPIED DWELLING TO 903 SPRING ROAD

WHEREAS, Chris Bakken, has requested approval of a conditional use permit to move an existing four-unit apartment building that has a footprint of about 32' X 56' to 903 Spring Road, legally described in Exhibit A; and

WHEREAS, the subject site is zoned R-4, High-Density Residential District; and

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

WHEREAS, the Planning Commission, on October 18, 2021, following proper notice, held a public hearing regarding the request, and following said hearing, voted three (3) to three (3) on a motion to approve deny the request. The motion failed, and no further motions were made; and

WHEREAS, the City Council, on October 26, 2021, and on November 9, 2021, at public meetings considered the request; and

WHEREAS, based upon the public hearing, and discussion during the public meeting, the City Council finds that the conditional use permit should be approved based on the following findings:

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

Finding: The subject structure will be placed on the subject parcel in accordance with all applicable site plans, variances, zoning codes and development regulations.

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.

Finding: The four-unit dwelling proposed with this application will be of similar size and architectural scale to other multi-family buildings in the neighborhood, provided that face brick accents be provided as a condition of approval of this conditional use permit. It will also benefit the neighborhood to have a vacant lot improved.

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.

Finding: The subject building will be compatible in appearance with the surrounding housing provided that face brick accents be added to the building as required as a condition of approval of this conditional use permit.

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

Finding: The building will be placed on a permanent foundation built to current construction and zoning codes and with setback variances approved by the City.

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

Finding: The subject building is compatible in appearance with the surrounding buildings and will not diminish the value of neighboring properties, provided that face brick accents be added to the building as a condition of approval of this conditional use permit.

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.

Finding: The subject parcel is served by public sewer and water and all other applicable facilities and services.

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.

Finding: The subject structure will improve a vacant property. No new services will have to be extended or added to adequately serve the parcel.

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.

Finding: The subject four-unit dwelling will be placed on an existing vacant residential lot and the subject building will have negligible effect on existing traffic and circulation.

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.

Finding: The subject site is a vacant R-4, High-Density Residential District lot that has no features of major 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.

Finding: The City's Land Use Plan guides the subject parcel as an Established Residential Neighborhood. The City's Unified Development Ordinance allows multi-family residences in R-4, High-Density Residential District.

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

Finding: The subject building is proposed to be located in a manner that conforms to applicable zoning regulations except where setback variances have been granted by separate action of the City Council; and

WHEREAS, the City Council further finds that the proposed relocation of the previously occupied house on the subject parcel is consistent with the specific use standards of the Unified Development Ordinance as follows:

1. Criteria: The dwelling in its proposed location is compatible with other dwellings on the block, in terms of height and size of structure.

Finding: The subject structure is compatible with the height and size of the surrounding multi-family residential structures.

2. Criteria: The architectural features of the dwelling and any accessory structures shall be compatible with the architectural style and features of adjacent dwelling and those in the same neighborhood.

Finding: The architectural style and features of the subject structures are compatible with the surrounding buildings, provided that face brick accents be added to the building as a condition of approval of this conditional use permit.

3. Criteria: Garages and other accessory structures, whether attached or detached, shall be located in a manner similar to those on other adjacent residential properties and properties in the same neighborhood.

Finding: Garages are not required for this development in the R-4 District.

4. Criteria: A site plan, with a survey, must be submitted showing the final grading elevations for the proposed parcel. The on-site grading improvements and utility service extensions must be completed prior to the placement of the dwelling on the lot.

Finding: The Applicant submitted a site plan including a grading plan sheet related to the development. Survey information and grading elevations are provided. Setback variances have been granted in Resolution 2021-229.

5. Criteria: All required improvements and building code requirements shall be met within one year of the placement of the dwelling.

Finding: The Applicant intends to place the subject building on the site this year, weather permitting, and no later than within one year after approval as required.

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

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

Section 2. Approval of the Conditional Use Permit. A conditional use permit to relocate a four-unit dwelling that had previously been occupied to be placed on site in accordance with the site plan attached as Exhibit B is hereby approved subject to conditions as set forth in Section 3 of this resolution. Said approval is based on the foregoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300 of the City of Faribault, Unified Development Ordinance.

Section 3. Conditions of Approval. A conditional use permit is hereby approved subject to conditions listed herein as authorized under Section 2-310 of the City of Faribault Unified Development Ordinance that are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the ordinance as follows:

1. All provisions of the specific development standards for relocation of dwellings previously occupied in another location as listed in the Unified Development Ordinance, Section 7-30 shall be met.
2. The Applicant shall install new siding and roofing materials on the building to match or compliment the second building proposed on the site. The Applicant shall provide face brick accents on the structures per the direction of the City's Development Review Committee.
3. The Conditional Use Permit approved in this resolution is subject to the approval and conditions of Resolution 2021-229 granting setback variances and Ordinance 2021-11 establishing a Planned Unit Development Overlay District to permit two principal buildings

on one lot at the subject site.

Section 4. Compliance. The applicant and property owner must comply with all applicable provisions of the City Code of Ordinances during development and operation of the conditional use. Any violation of these provisions or any of the specified conditions shall be grounds for revocation of the conditional use permit as authorized by Section 2-320 of City of Faribault, Unified Development Ordinance.

Section 5. This resolution shall become effective immediately upon its passage.

Date Adopted: November 9, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Lot 2, Block 1, Windsor Park No. 10, City of Faribault, County of Rice,
State of Minnesota

Exhibit B (page 1 of 2)

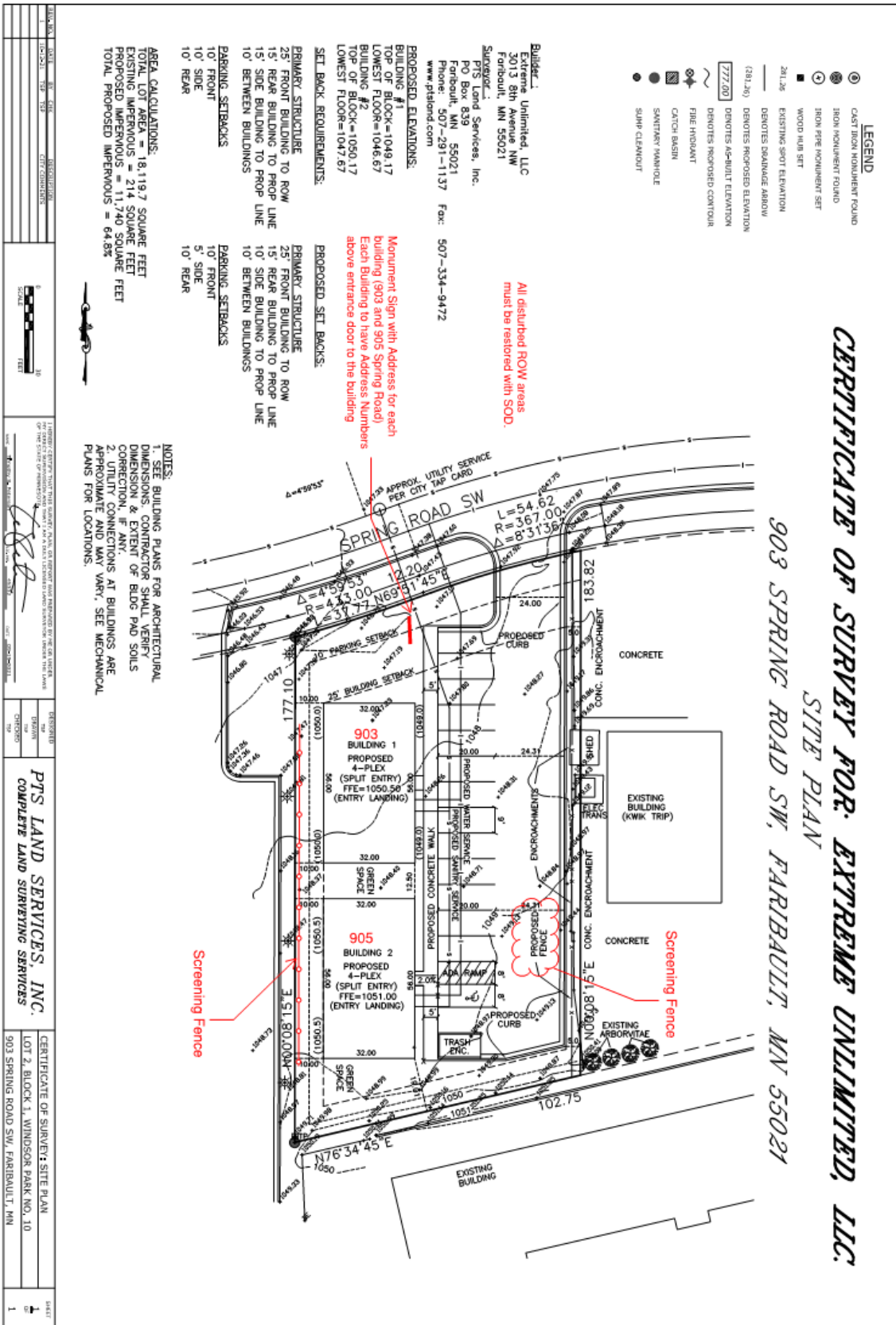


Exhibit B (page 2 of 2)

