



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, FEBRUARY 28, 2023

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions – None**
- 3. Approve minutes of the Regular February 14, 2023 City Council Meeting and the Special February 14, 2023 City Council Meeting (Closed Session)**
 - A. Approve minutes of the Regular February 14, 2023 City Council Meeting and the Special February 14, 2023 City Council Meeting (Closed Session)
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve 2023 Facility Use Agreements
 - C. Resolution 2023-036 Approve 2023 Consumption and Display Permit Renewal
 - D. Approve Faribault Police Department Agreement with Rice County Community Corrections
 - E. Resolution 2023-037 Approve Joint Powers Agreement with Rice County for Cooperative Transportation Planning Agreement and Approve Professional Services Agreement with SRF Consultant Group for CSAH 45 Corridor Study
 - F. Resolution 2023-039 Authorize Execution of the Developer's Platting Agreement related to CLE ADDITION
 - G. Resolution 2023-040 Approve Appointments of Board and Commission Members
 - H. Resolution 2023-041 Authorize Purchase of Fire Apparatus
 - I. Approve Replacement of Roof at Faribault Family Aquatic Center
 - J. Resolution 2023-042 Approve Hiring Administrative Coordinator
 - K. Resolution 2023-043 Approve Hiring Administrative Assistant I
 - L. Resolution 2023-044 Approve Hiring CSO
 - M. Resolution 2023-045 Approve Cooperative Agreement Between the State of Minnesota and the City of Faribault for Sakatah Singing Hills State Trail Local Trail Connection
 - N. Approve Change Order No. 3 for Well House No. 5 Replacement
- 5. Requests to be Heard**
- 6. Public Hearings**
 - A. Resolution 2023-038 Order Improvements and Order Preparation of Plans and Specifications for 2023 Street Overlay and Sidewalk Improvements - City Contract 2023-02
- 7. Items for Discussion**
 - A. Ordinance 2023-1 Approve a Zoning Text Amendment to Permit K-12 Schools in Certain Commercial Zoning Districts with a Conditional Use Permit and Clarify Uses in Industrial Districts (Second Reading)
 1. Approve Summary Publication of Ordinance 2023-1

- B. Ordinance 2023-2 Rezone Property in the CLE Addition Plat to R-1, Single-Family Residential District and C-3, Community Commercial District at 430 Western Avenue South (Second Reading)
 - 1. Approve Summary Publication of Ordinance 2023-2
- C. Ordinance 2023-3 Amending Chapter 7 of the Faribault City Code of Ordinances (Second Reading)
 - 1. Approve Summary Publication of Ordinance 2023-3

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

- A. Monthly Financial Report

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, FEBRUARY 14, 2023

6:00 PM

Oath of Office

Chuck Thiele took the Oath of Office prior to the start of the meeting. Thiele was appointed to the Council at a special Council Meeting held on February 7, 2023. Thiele's term will run through 2024.

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:02 pm. Councilors Sara Caron, Adama Doumbouya, Peter van Sluis, Tom Spooner, and Chuck Thiele were in attendance. Councilor Royal Ross was absent. Also in attendance were City Administrator Tim Murray, Administrative Assistant Kari Casper, Parks and Recreation Director Paul Peanasky, City Engineer Mark DuChene, Fire Chief Dustin Dienst, Public Works Director Travis Block, Human Resources Director Kevin Bushard, Community & Economic Development Director David Wanberg and Police Chief John Sherwin.

Presentations/Introductions

The annual School Bus Driver Appreciation Day Proclamation was read and presented to Faribault Transportation.

Approve minutes of January 24, 2023 City Council Meeting, January 31, 2023 Special City Council Meeting and February 7, 2023 Special City Council Meeting

Motion by Caron, seconded by Thiele to approve minutes of January 24, 2023 City Council Meeting, January 31, 2023 Special City Council Meeting and February 7, 2023 Special City Council Meeting and carried unanimously.

Consent Agenda

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

- T. Approve Agreement to Provide Design Services for City Hall Third Floor Renovation
- U. Resolution 2023-029 Approve Hiring Administrative Coordinator
- V. Resolution 2023-030 Approve Hiring Light Equipment Operator
- W. Resolution 2023-031 Approve Hiring Receptionist
- X. Approve Faribault Police Department Body Worn Camera Audit Report
- Y. Resolution 2023-035 Authorize the Faribault Fire Department to Apply for the Hannah Lips Foundation Grant

Motion by Spooner, seconded by Doumbouya to approve Consent Agenda items A-Y and carried unanimously.

Requests to be Heard- None

Public Hearings – None

Items for Discussion

Ordinance 2023-1 Approve a Zoning Text Amendment to Permit K-12 Schools in Certain Commercial Zoning Districts with a Conditional Use Permit and Clarify School Uses in Industrial Districts (First Reading) and Resolution 2023-026 Approve a Conditional Use Permit for a K-12 Charter School in Faribo Town Square at 201 Lyndale Avenue South

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

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

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

Wanberg further explained that Jonathan Starr, representing Surad Academy requested approval of a conditional use permit (CUP) for a K-12 charter school at Faribo Town Square, 201 Lyndale Avenue S. The City is processing the request concurrently with the proposed Ordinance 2023-1, which would allow K-12 schools in specified commercial districts with the issuance of a conditional use permit.

The school plans to start with roughly 120 students in grades K-4 and grow one class per year to K-12. They intend to accommodate up to 250 students eventually. Initially, the school intends to lease 8,375 square feet in Faribo Town Square and lease additional space as student enrollment increases.

The Planning Commission held a public hearing on February 6, 2023, to consider the Applicant's request for a conditional use permit. No one from the public provided comments. By a vote of 6-0, the Planning Commission recommended that the City Council approve the requested conditional use permit based on the Planning Commission's written findings and conditions included in Resolution 2023-026.

Motion by van Sluis, seconded by Spooner to approve Ordinance 2023-1 Approve a Zoning Text Amendment to Permit K-12 Schools in Certain Commercial Zoning Districts with a Conditional Use Permit and Clarify School Uses in Industrial Districts (First Reading)

Roll Call Vote:

Aye: Councilor Caron, Doumbouya, van Sluis, Spooner, Thiele, and Mayor Voracek
Nay:

Motion carried 6:0

Motion by Spooner, seconded by Caron to approve Resolution 2023-026 Approve a Conditional Use Permit for a K-12 Charter School in Faribo Town Square at 201 Lyndale Avenue South and carried unanimously.

Resolution 2023-027 Approving Variances for Lot Width, Parking Lot Setbacks and Driveway Setbacks at the Cedar Lake Electric Site, 20700 Bagley Avenue; Resolution 2023-028 Approving the Preliminary and Final Plat Applications for CLE Addition at 430 Western Avenue S and 20700 Bagley Avenue and Ordinance 2023-2 Rezone Property in the CLE Addition Plat to R-1, Single Family Residential District and C-3, Community Commercial District at 430 Western Avenue S (First Reading)

Community and Economic Development Director David Wanberg explained that Barbara J. Valentyn Trust requested approval of variances related to a proposed plat of 430 Western Avenue South and 20700 Bagley Avenue, commonly known as the Cedar Lake Electric property. Before the property was annexed into the City, the Barbara J. Valentyn Trust subdivided the property into two tracts in Registered Land Survey No. 4. One tract includes the existing house at 430 Western Avenue. The other tract includes the existing Cedar Lake Electric use at 20700 Bagley Avenue, which does not have frontage on a public road. The proposed plat would allow the existing house and the existing commercial use to be on separate lots with their own frontage on a public road. However, the proposed plat requires a variance from the minimum commercial lot width standards and setback variances related to existing driveway and parking areas.

The Barbara J. Valentyn Trust also requested approval of a preliminary and final plat of CLE Addition, a subdivision that replats tracts created in Registered Land Survey No. 4 prior to annexation to the City. The proposed plat includes a lot occupied by Cedar Lake Electric at 20700 Bagley Avenue, an existing residence at 430 Western Avenue South, and a new commercial lot for future development.

The final request from the Barbara J. Valentyn Trust was the rezoning from TUD, Transitional Urban Development District to R-1, Single Family Residential District for their existing home at 430 Western Avenue S, which will be platted as Lot 1 of CLE Addition. The Applicant has also requested C-3, Community Commercial District zoning for Lot 2 and Lot 3 of CLE Addition. There are no immediate plans for sale or development of Lot 3 at this time.

The Planning Commission held a public hearing on February 6, 2023, to consider the Barbara J. Valentyn Trust requests. No one from the public provided comments. The Planning Commission, by a vote of 6-0, recommended that the City Council approve Resolution 2023-027 and Resolution 2023-028 based on the findings in the resolutions. The Planning Commission also by a vote of 6-0 approved the findings listed in the proposed ordinance and recommended City Council approval of the rezoning application as proposed.

Motion by van Sluis, seconded by Doumbouya to approve Resolution 2023-027 Approving Variances for Lot Width, Parking Lot Setbacks and Driveway Setbacks at the Cedar Lake Electric Site, 20700 Bagley Avenue and carried unanimously.

Motion by Spooner, seconded by Caron to approve Resolution 2023-028 Approving the Preliminary and Final Plat Applications for CLE Addition at 430 Western Avenue S and 20700 Bagley Avenue and carried unanimously.

Motion van Sluis, seconded by Spooner to approve Ordinance 2023-2 Rezone Property in the CLE Addition Plat to R-1, Single Family Residential District and C-3, Community Commercial District at 430 Western Avenue S (First Reading)

Roll Call Vote:

Aye: Councilor Caron, Doumbouya, van Sluis, Spooner, Thiele, and Mayor Voracek
Nay:

Motion carried 6:0

Ordinance 2023-3 Amending Chapter 7 of the Faribault City Code of Ordinances (First Reading)

City Administrator Tim Murray explained that on November 9, 2022, the City Council approved Ordinance 2022-33 that amended Chapter 2, changing the Fire Department to the Fire and Code Services Department. With this change, the Building Codes Division was moved from the Community and Economic Development Department to the Fire and Codes Services Department. The amendments to Chapter 7 reflect this change.

Motion by Doumbouya, seconded by Spooner to approve Ordinance 2023-3 Amending Chapter 7 of the Faribault City Code of Ordinances (First Reading)

Roll Call Vote:

Aye: Councilor Caron, Doumbouya, van Sluis, Spooner, Thiele, and Mayor Voracek

Nay:

Motion carried 6:0

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Spooner mentioned that River Bend Nature Center is working on a strategic plan survey—he encouraged everyone to take the survey.

Mayor Voracek stated that interviews for the Community Center consultants would be this week.

City Administrator Tim Murray reminded the Council that there is a Closed Session following the meeting tonight.

Adjournment

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

The meeting was adjourned at 6:30 pm

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, FEBRUARY 14, 2023

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:35 pm. Councilors in attendance included Sara Caron, Adama Doumbouya, Peter van Sluis, Tom Spooner and Chuck Thiele. Also in attendance was City Administrator Tim Murray and City Engineer Mark DuChene.

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

The meeting was closed at 6:35 pm.

The City Council held a Special Closed Meeting Pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the properties identified as Parcel ID 18.07.2.50.001, 18.19.1.76.002, 18.19.1.76.003, 18.24.2.27.005, 18.31.1.26.051, 18.31.1.26.282, 18.31.1.26.511, 18.31.1.51.001, 18.31.4.75.002, and 8.36.2.01.041 (hereinafter referred to as the "Properties") and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Properties and to review confidential appraisal information for the Properties.

Motion by Thiele, seconded by Doumbouya to open the Special City Council meeting and carried unanimously.

The meeting was opened at 7:40 pm.

Adjournment

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

Meeting adjourned at 7:41 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: February 28, 2023
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$985,715.37, which includes check numbers 176887 to 176898 and 176978 to 177056 and automatic clearing house payments.

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

Recommendation:

Approve the attached List of Claims for Release.

Attachments:

1. 02-28-2023 Council AP List

AP
AP Council Approval 02-28-2023



User: astadler
Printed: 2/24/2023 10:24:21 AM

Check Num	Last Name	Acct 1	Amount	Description
176978	Airgas USA LLC	101-43126-430-42110	180.79	Cylinder Lease
176978	Airgas USA LLC	101-43126-430-42110	-180.79	Cylinder Lease Credit
176978	Airgas USA LLC	101-45200-450-42110	19.94	Welding Gloves
	Airgas USA LLC		19.94	
176979	Amazon Capital Services	101-45122-450-42230	948.00	Pool Light Bulbs
176979	Amazon Capital Services	101-45122-450-42110	60.58	Program Supplies-Playstation 5 Games
176979	Amazon Capital Services	101-42110-420-42110	60.72	Disposable Lens Cleaning Wipes
176979	Amazon Capital Services	101-45140-450-42110	71.93	Father Daughter Dance Supplies-Balloons/Pump
176979	Amazon Capital Services	101-45500-450-42010	34.99	Voice Amplifier
176979	Amazon Capital Services	101-45140-450-42110	422.05	Father Daughter Dance Supplies
176979	Amazon Capital Services	101-45500-450-43130	20.56	Programming Snacks
176979	Amazon Capital Services	101-42210-420-42110	29.68	Sheet Set - Fire Dept
176979	Amazon Capital Services	101-42220-420-42210	27.98	Oil Change Pump Extractor
176979	Amazon Capital Services	101-45500-450-42020	39.99	Keyboard for Information Desk
176979	Amazon Capital Services	101-45500-450-42190	26.99	Books
176979	Amazon Capital Services	101-45140-450-42110	106.36	Father Daughter Dance Party Supplies
176979	Amazon Capital Services	101-45500-450-42020	25.00	Keyboard
176979	Amazon Capital Services	101-45122-450-42230	587.96	Baby Changing Stations
176979	Amazon Capital Services	101-45500-450-42190	31.90	Books
176979	Amazon Capital Services	101-45500-450-42010	29.99	Voice Amplifier
176979	Amazon Capital Services	101-45140-450-42110	412.31	Father Daughter Dance Supplies
176979	Amazon Capital Services	101-42210-420-42110	37.00	Shop Towels
176979	Amazon Capital Services	101-41580-410-42020	187.00	Ribbons for ID Printer
176979	Amazon Capital Services	101-45500-450-42190	69.58	Books
176979	Amazon Capital Services	101-45500-450-42190	127.80	Books
176979	Amazon Capital Services	101-45110-450-42010	28.40	Vinyl Label Supplies
176979	Amazon Capital Services	101-45122-450-42230	31.46	Floor Sweeper
	Amazon Capital Services		3,418.23	
176980	American Red Cross	101-45130-450-42110	180.00	Public Certifications-Babysittter Training/Pediatric First Aid

Check Numb	Last Name	Acct 1	Amount	Description
176980	American Red Cross	101-45122-450-43140	672.00	Staff Certification Renewals 12/23/2022
176980	American Red Cross	101-45122-450-43140	650.00	Red Cross LTS Fee
	American Red Cross		1,502.00	
176981	Ancom Technical Center	101-42220-420-44045	140.00	Pager Repair
	Ancom Technical Center		140.00	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	499.50	2013 Budget Summary Legal Notice
	APG Media of Southern Minnesota LLC		499.50	
176982	Aspen Mills	101-42123-420-42180	-59.95	CREDIT: Cargo Pants / J Perry
176982	Aspen Mills	101-42123-420-42180	226.11	Cargo Pants - Long Sleeve Shirt / B Gliem
176982	Aspen Mills	101-42123-420-42180	989.17	Body Armor / J Ryskoski
176982	Aspen Mills	101-42123-420-42180	346.75	Short Sleeve Shirts - Long Sleeve Shirts - B Gliem
176982	Aspen Mills	101-42210-420-42180	149.80	Cargo Pants
176982	Aspen Mills	101-42220-420-42180	136.41	Faribault Fire Dept Jacket
	Aspen Mills		1,788.29	
0	Auto Value Parts Store	101-42123-420-42210	179.99	Battery / #2
	Auto Value Parts Store		179.99	
176983	Baker & Taylor Entertainment	101-45500-450-42190	361.06	Books
176983	Baker & Taylor Entertainment	101-45500-450-42190	118.62	Books
176983	Baker & Taylor Entertainment	101-45500-450-42190	17.14	Books
176983	Baker & Taylor Entertainment	101-45500-450-42190	3.02	Books
176983	Baker & Taylor Entertainment	101-45500-450-42190	426.43	Books
	Baker & Taylor Entertainment		926.27	
0	Beacon Athletics LLC	101-45200-450-42110	1,084.00	Ball Field Chalker/Freight for Sparkle #6/Soil Conditioner
	Beacon Athletics LLC		1,084.00	
0	BGMN Inc	101-42123-420-42130	25.00	Grease for Stock
0	BGMN Inc	601-49430-000-42130	37.50	Grease for Stock
0	BGMN Inc	602-49450-000-42130	37.50	Grease for Stock
0	BGMN Inc	101-43121-430-42130	99.99	Grease for Stock
0	BGMN Inc	101-45200-450-42130	49.98	Grease for Stock

Check Num	Last Name	Acct 1	Amount	Description
	BGMN Inc		249.97	
0	Blank Bobbi	101-00000-000-21704	14.50	Employee Medicare - FSA Adjustment 2022
0	Blank Bobbi	101-00000-000-21703	62.00	Employee FICA - FSA Adjustment 2022
	Blank Bobbi		76.50	
0	Bolton & Menk Inc	602-49450-000-45300	5,463.00	2023-08 TH 3 Sanitary Sewer Project
	Bolton & Menk Inc		5,463.00	
176888	c/o Teledoc Inc Healthiest You	101-00000-000-21707	920.00	Healthiest You - February 2023
	c/o Teledoc Inc Healthiest You		920.00	
176984	Canon Financial Services Inc	101-42210-420-44160	68.46	Contract Charges 02/01/2023 to 02/28/2023
176984	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 02/01/2023-02/28/2023
176984	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 02/01/2023-02/28/2023
176984	Canon Financial Services Inc	240-46210-460-44160	224.41	Cannon Copier Lease
176984	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
176984	Canon Financial Services Inc	602-49480-000-44160	11.46	Public Works Copier Rent 02/01/2023-02/28/2023
176984	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Contract Charge 02/01/2023 to 02/28/2023
176984	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
176984	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 02/01/2023-02/28/2023
	Canon Financial Services Inc		1,020.95	
176985	CenturyLink	101-45500-450-43210	50.90	507 334-0138 069 Elevator Phone
176985	CenturyLink	225-49810-430-43210	71.29	507-334-2850 219
176985	CenturyLink	902-00000-000-23935	581.99	Monthly Service 02/13/2023-03/12/2023
176985	CenturyLink	601-49430-000-43210	86.84	507-332-9045 313 Sensus Back-up Dialer
176985	CenturyLink	902-00000-000-23935	-581.99	Monthly Service 02/13/2023-03/12/2023
176985	CenturyLink	101-41940-410-43210	301.67	507-332-2400 019
176985	CenturyLink	602-49450-000-43210	71.29	507-334-0586 787
	CenturyLink		581.99	
0	Cintas Corporation	898-46310-000-44010	5.36	Soap and Hand Sanitizer Refill
0	Cintas Corporation	898-46310-000-44010	14.38	Floor Mats
0	Cintas Corporation	602-49480-000-44060	10.63	Lab Towels Floor Mats
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	36.63	Uniform Laundry

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43121-430-44060	26.28	Uniform Cleaning Streets
0	Cintas Corporation	101-43121-430-44060	68.78	Laundry PWP
0	Cintas Corporation	601-49430-000-44060	5.85	Laundry PWP
0	Cintas Corporation	603-49500-000-44060	0.84	Laundry PWP
0	Cintas Corporation	101-43121-430-44060	56.24	Laundry PWP
0	Cintas Corporation	101-43126-430-44060	9.68	Uniform Cleaning Mechanics
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-45200-450-44060	30.92	Laundry
0	Cintas Corporation	602-49450-000-44060	5.85	Laundry PWP
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-45200-450-44060	30.92	Laundry
0	Cintas Corporation	101-43126-430-44060	24.40	Laundry Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	33.78	Lab Towels Floor Mats
0	Cintas Corporation	602-49480-000-44060	36.63	Uniform Laundry
0	Cintas Corporation	101-43121-430-44060	26.28	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	9.68	Uniform Cleaning Mechanics
Cintas Corporation			522.51	
176889	City of Faribault	101-00000-000-11500	41.67	PR Batch 00503.02.2023 Miscellaneous
176986	City of Faribault	241-46330-461-43820	13.81	005090-007 1806 Shumway Ave
176986	City of Faribault	225-49810-430-43820	17.91	005003-004 3401 Hwy 21 W
176986	City of Faribault	241-46330-461-43820	13.81	005090-006 1810 Shumway Ave
176986	City of Faribault	225-49810-430-43850	10.00	005003-005 Airport Terminal
176986	City of Faribault	211-46310-460-43860	7.48	005003-000 16 1 St SE
176986	City of Faribault	241-46330-461-43860	25.06	005090-000 910 1 St SW
176986	City of Faribault	241-46330-461-43850	10.00	005090-173 900 Spring Rd Apt B
176986	City of Faribault	241-46330-461-43820	13.81	005090-001 920 1 St SW
176986	City of Faribault	898-46310-000-43850	292.27	014197-000 1324 Prairie Ave
176986	City of Faribault	241-46330-461-43860	50.34	005090-026 1526 Western Ave
176986	City of Faribault	898-46310-000-43820	182.40	014197-000 1324 Prairie Ave
176986	City of Faribault	601-49430-000-43850	33.11	005003-032 812 8 Ave NW (New Water Plant)
176986	City of Faribault	225-49810-430-43820	13.81	005003-005 Airport Terminal
176986	City of Faribault	241-46330-461-43820	13.81	005090-173 900 Spring Rd Apt B
176986	City of Faribault	241-46330-461-43820	13.81	005090-016 1814 Shumway Ave
176986	City of Faribault	898-46310-000-43860	90.21	014197-000 1324 Prairie Ave
176986	City of Faribault	241-46330-461-43860	27.15	005090-007 1806 Shumway Ave
176986	City of Faribault	101-45127-450-43820	24.81	005003-043 705 17 St SW
176986	City of Faribault	602-49480-000-43820	1,519.65	005003-019 214 14 St NE
176986	City of Faribault	902-00000-000-23935	-5,328.68	Water/Sewer-January

Check Numb	Last Name	Acct 1	Amount	Description
176986	City of Faribault	241-46330-461-43820	13.81	005090-003 1528 Western Ave
176986	City of Faribault	902-00000-000-23935	5,328.68	Water/Sewer-January
176986	City of Faribault	225-49810-430-43850	14.87	005003-004 3401 Hwy 21 W
176986	City of Faribault	602-49480-000-43820	2,129.07	005003-023 214 14 St NE
176986	City of Faribault	241-46330-461-43820	13.81	005090-026 1526 Western Ave
176986	City of Faribault	101-45127-450-43860	41.36	005003-043 705 17 St SW
176986	City of Faribault	101-45127-450-43850	10.00	005003-043 705 17 St SW
176986	City of Faribault	602-49480-000-43860	256.94	005003-019 214 14 St NE
176986	City of Faribault	101-45127-450-43820	28.31	005003-030 705 17 St SW-Irrigation
176986	City of Faribault	225-49810-430-43860	311.77	005003-004 3401 Hwy 21 W
176986	City of Faribault	241-46330-461-43850	10.00	005090-174 1518 Western Ave
176986	City of Faribault	211-46310-460-43820	28.36	005003-000 16 1 St SE
176986	City of Faribault	241-46330-461-43820	13.81	005090-174 1518 Western Ave
176986	City of Faribault	241-46330-461-43820	13.81	005090-004 1818 Shumway Ave
176986	City of Faribault	241-46330-461-43820	13.81	005090-000 910 1 St SW
176986	City of Faribault	241-46330-461-43860	5.24	005090-173 900 Spring Rd Apt B
176986	City of Faribault	602-49480-000-43820	13.81	005003-022 214 14 St NE
176986	City of Faribault	211-46310-460-43850	36.65	005003-000 16 1 St SE
176986	City of Faribault	873-49499-000-43850	2,292.32	Roberds Lake SIU Bill - January
176986	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - January
	City of Faribault		8,256.67	
0	Clausen Kim	241-46330-461-43090	410.00	Public Housing Repositioning Services
	Clausen Kim		410.00	
176890	Colonial Life	101-00000-000-21711	80.00	PR Batch 00503.02.2023 Short Term Disability
	Colonial Life		80.00	
176987	Community Co-op Oil Assn	101-43121-430-42220	304.95	Tire - Street #306
176987	Community Co-op Oil Assn	101-45122-450-42120	35.00	Snow Blower Gas
176987	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair - Street #110
176987	Community Co-op Oil Assn	101-43126-430-42110	27.94	Propane Refill - Shop #113
176987	Community Co-op Oil Assn	101-42220-420-42120	72.02	Fuel
	Community Co-op Oil Assn		484.86	
176988	Core & Main LP	601-49430-000-42110	2,191.58	3 Inch C2 Water Meter
176988	Core & Main LP	601-49430-000-43095	9,167.00	Analytics Annual Fee
176988	Core & Main LP	601-49430-000-42110	30,240.00	Radios MXU Changeout

Check Numb	Last Name	Acct 1	Amount	Description
	Core & Main LP		41,598.58	
0	Craig Travis	601-49430-000-43310	62.00	MRWA Conference Per Diem
	Craig Travis		62.00	
0	Dakota Supply Group	601-49430-000-42110	2,484.57	Watermain Repair Clamps and Sleeves
	Dakota Supply Group		2,484.57	
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	397.71	Lanier IM C2500 Copier
	E O Johnson Company Inc-Dallas		397.71	
176989	Earl F Andersen Inc	101-43170-430-42240	415.95	Street Sign Brackets
	Earl F Andersen Inc		415.95	
0	Eckberg Lammers PC	101-41610-410-43045	13,034.00	Monthly Retainer
	Eckberg Lammers PC		13,034.00	
176990	Ehlers & Associates Inc	290-46500-462-43090	810.00	General TIF Consulting
	Ehlers & Associates Inc		810.00	
176991	EleMech, Inc.	601-49430-000-43095	1,600.00	Portalogic Software Renewal Water Fill Station
	EleMech, Inc.		1,600.00	
176992	Embretson David & Gail A	601-00000-000-20200	39.23	Refund Check 025598-000, 1507 23 Ave NW
	Embretson David & Gail A		39.23	
0	Empower Retirement-HCSP	101-00000-000-21720	1,594.49	PR Batch 00503.02.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		1,594.49	
176993	Fame Awards	101-41110-410-42010	30.00	Thiele Name Tag and Mail Box Plate
	Fame Awards		30.00	

Check Numb	Last Name	Acct 1	Amount	Description
176994	Fareway Stores Inc #126	101-41940-410-42110	15.98	Bottled Water
176994	Fareway Stores Inc #126	101-41940-410-42110	76.48	Paper Bowls/Plates/Paper Towels/Coffee
	Fareway Stores Inc #126		92.46	
176995	Faribault Ace Hardware	101-45125-450-42410	53.97	Hex Key/Wood Chisel
176995	Faribault Ace Hardware	101-42210-420-42110	14.02	Bleach / Ant Bait
176996	Faribault Ace Hardware	898-46310-000-42110	43.47	Garden Hose
176995	Faribault Ace Hardware	101-45122-450-42230	35.95	Cleaning Supplies and Shower Curtain
176995	Faribault Ace Hardware	101-45200-450-42110	76.27	Hose/Fittings
176995	Faribault Ace Hardware	101-45200-450-42110	43.15	Cleaning Supplies-Grout/Drillbrush
176995	Faribault Ace Hardware	601-49430-000-42110	53.77	Trash Bags & Paper Rags
176995	Faribault Ace Hardware	602-49480-000-42110	50.75	Cleaning Supplies
176995	Faribault Ace Hardware	101-45122-450-42110	20.23	Cleaner and Tape
176995	Faribault Ace Hardware	101-45122-450-42110	17.98	Toilet Plungers
176995	Faribault Ace Hardware	101-42220-420-42110	8.99	Mineral Spirits
176995	Faribault Ace Hardware	601-49430-000-42410	33.28	Tile Bit Saw Blade
176995	Faribault Ace Hardware	101-45122-450-42110	13.29	Dish Soap and Tape
	Faribault Ace Hardware		465.12	
176997	Faribault Area Chamber of Commerce	101-41110-410-44384	9,012.51	Lodging Taxes - December
176997	Faribault Area Chamber of Commerce	101-41110-410-44384	693.76	Add'l Lodging Taxes - December
176998	Faribault Area Chamber of Commerce	101-41110-410-43310	300.00	Chamber Gala - Spooner/Ross/ Van Sluis
	Faribault Area Chamber of Commerce		10,006.27	
0	Faribault Fleet Supply Inc	101-45200-450-42110	27.57	Wood Stain/Finish/Sanding Discs
0	Faribault Fleet Supply Inc	101-43126-430-42110	21.98	Hammer Handle And Repair Kit
0	Faribault Fleet Supply Inc	101-45200-450-42210	34.05	Hose/Clamps
0	Faribault Fleet Supply Inc	101-45200-450-42110	15.48	Hose Connector/Barb
0	Faribault Fleet Supply Inc	101-45200-450-42410	312.49	Brad Nailer/Nails
0	Faribault Fleet Supply Inc	101-45200-450-42110	25.98	Electrical Covers
0	Faribault Fleet Supply Inc	101-43126-430-42110	-17.99	Fiberglass Hammer Handle - Shop
0	Faribault Fleet Supply Inc	101-43126-430-42110	17.99	Fiberglass Hammer Handle - Shop
0	Faribault Fleet Supply Inc	101-42220-420-42110	52.75	Paint / Paint Supplies
	Faribault Fleet Supply Inc		490.30	
176999	Faribault Foundation Inc	101-41110-410-44383	6,800.00	Non-Profit/Civic Organization Funding
	Faribault Foundation Inc		6,800.00	

Check Numb	Last Name	Acct 1	Amount	Description
177000	Faribault Ice Arena Association	101-45130-450-43090	4,515.00	January Ice Hours
	Faribault Ice Arena Association		4,515.00	
177001	Faribault Post Office	602-49480-000-43220	1,179.90	Utility Bills February
177001	Faribault Post Office	603-49500-000-43220	1,179.90	Utility Bills February
177001	Faribault Post Office	601-49430-000-43220	1,179.90	Utility Bills February
	Faribault Post Office		3,539.70	
0	Faribo Air Conditioning & Heating Inc	898-46310-000-44050	110.00	521 Lincoln Ave Service Call
	Faribo Air Conditioning & Heating Inc		110.00	
177002	Faribo Downtown Central LLC	601-00000-000-20200	27.29	Refund Check 025234-011, 225 Central Ave Apt A
177003	Faribo Downtown Central LLC	601-00000-000-20200	40.17	Refund Check 025234-010, 225 Central Ave Apt B
177004	Faribo Downtown Central LLC	601-00000-000-20200	57.54	Refund Check 025234-012, 225 Central Ave
	Faribo Downtown Central LLC		125.00	
0	Fastenal Company	101-43126-430-42110	167.24	Drill Bit Set/Replacement Bits - Shop
0	Fastenal Company	101-43170-430-42110	185.59	Bolts/Nuts
	Fastenal Company		352.83	
177005	Faul Kiri Ann	101-42110-420-43090	600.00	Officer Wellness Sessions
	Faul Kiri Ann		600.00	
177006	Ferguson Enterprises Inc. #1657	101-45200-450-42110	19.99	Plumbing Parts
	Ferguson Enterprises Inc. #1657		19.99	
0	Fette Electronics Inc	101-43121-430-44010	8,894.94	Door Lock System Repair- Lightning Strike
0	Fette Electronics Inc	602-49450-000-44010	925.72	Door Lock System Repair- Lightning Strike
0	Fette Electronics Inc	601-49430-000-44010	925.72	Door Lock System Repair- Lightning Strike
0	Fette Electronics Inc	603-49500-000-44010	131.62	Door Lock System Repair- Lightning Strike
	Fette Electronics Inc		10,878.00	
177007	Flexible Pipe Tools & Equipment	602-49450-000-42410	276.00	Tub Clamps for the Vac Truck

Check Numb	Last Name	Acct 1	Amount	Description
	Flexible Pipe Tools & Equipment		276.00	
177008	Foth & Van Dyke LLC	225-49810-430-45300	5,738.31	Airfield Lighting Improvements
	Foth & Van Dyke LLC		5,738.31	
177009	Glenn's Service LLC	101-42121-420-43090	61.80	Tow '01 Toyota from Storage to Central / 22-2146
177009	Glenn's Service LLC	101-42110-420-42120	73.25	Gas for Chief's Vehicle
	Glenn's Service LLC		135.05	
177010	Grainger Inc	603-49500-000-42210	109.41	Sludge Pump Parts
177010	Grainger Inc	602-49480-000-42110	176.83	Trickling Filter Cable
	Grainger Inc		286.24	
0	Great Northern Environmental LLC	602-49480-000-42130	296.80	Blower Oil
	Great Northern Environmental LLC		296.80	
0	Green Kristina	101-43170-430-42110	50.00	Green Decals for Signs
0	Green Kristina	101-45200-450-42110	396.00	Pollinator Signs
	Green Kristina		446.00	
0	Hawkins Inc	602-49480-000-42160	11,840.85	Ferric Phos. Removal
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine For Water Treatment
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Exchange
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Exchange
0	Hawkins Inc	101-45125-450-42160	20.00	Chemical Tank Holding Fee -Chlorine Tanks
0	Hawkins Inc	101-45122-450-42160	644.60	Pool Chemicals
	Hawkins Inc		14,885.45	
0	Healthy Community Initiative	101-41110-410-44383	6,800.00	Non-Profit/Civic Organization Funding
	Healthy Community Initiative		6,800.00	
177011	Henderson Daniel	101-00000-420-32220	170.00	Electrical Permit #2023-00063 Refund
177011	Henderson Daniel	101-00000-000-20820	1.00	Electrical Permit #2023-00063 Surcharge Refund

Check Num	Last Name	Acct 1	Amount	Description
	Henderson Daniel		171.00	
177012	Heselton Construction LLC	601-49430-000-44050	2,285.00	Watermain Break Lyndale Ave
177012	Heselton Construction LLC	601-49430-000-44050	6,037.50	Watermain Breaks Lyndale Ave Hwy 3 Park Ave
	Heselton Construction LLC		8,322.50	
177013	Hillyard Hutchinson	101-45500-450-42110	28.29	Fiberglass Mop Handle
	Hillyard Hutchinson		28.29	
0	Horizon Commercial Pool Supply	101-45125-450-42230	538.95	Perpendicular Grating-Aquatic Center
	Horizon Commercial Pool Supply		538.95	
177014	Hy-Vee - Accounts Receivable	101-41110-410-42115	74.97	Dessert for Board and Commission Appreciation Dinner
	Hy-Vee - Accounts Receivable		74.97	
0	I & S Group Inc	101-45110-450-43090	2,263.75	Preparation of Plat for Senior Center
	I & S Group Inc		2,263.75	
176891	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00503.02.2023 IAFF Local 665
	IAFF Local 665		720.00	
177015	IFACS	225-49810-430-42210	-70.01	Hardware Credit
177015	IFACS	101-43121-430-42210	228.85	Plow Bolts/Nuts/Washers - Streets
	IFACS		158.84	
0	Innovative Office Solutions LLC	101-42110-420-42020	86.72	Ink Cartridges
0	Innovative Office Solutions LLC	101-42110-420-42110	41.19	Wall Clocks
0	Innovative Office Solutions LLC	101-42124-420-42010	299.88	Paper
	Innovative Office Solutions LLC		427.79	
0	Insty-Prints	101-45110-450-42030	59.50	Employment Business Cards
0	Insty-Prints	101-41110-410-42030	52.25	Chuck Thiele - Business Cards

Check Numb	Last Name	Acct 1	Amount	Description
	Insty-Prints		111.75	
0	Internal Revenue Service	101-00000-000-21704	6,040.60	PR Batch 00503.02.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21701	38,137.95	PR Batch 00503.02.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	16,442.19	PR Batch 00503.02.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,040.60	PR Batch 00503.02.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	16,442.19	PR Batch 00503.02.2023 FICA Employer
	Internal Revenue Service		83,103.53	
176887	International Office Technologies Inc	101-41510-410-43090	9,652.87	Scanning of Ledger Books
	International Office Technologies Inc		9,652.87	
176892	IUOE Local 70	101-00000-000-21708	2,189.50	PR Batch 00503.02.2023 Local 70 Union Dues
	IUOE Local 70		2,189.50	
0	Judd Tom	601-49430-000-43310	62.00	MRWA Conference Per Diem
	Judd Tom		62.00	
0	Kennedy & Graven, Chartered	478-43121-430-45304	43.30	FA105-00470 Purchase of 400 Western Avenue
0	Kennedy & Graven, Chartered	290-46500-462-43040	64.95	EDA Meetings Legal
0	Kennedy & Graven, Chartered	101-00000-000-11540	143.50	FA105-00100 TIF District (K-Mart Site)
0	Kennedy & Graven, Chartered	101-41610-410-43040	625.60	FA105-00473 2023 City Council Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	12.80	FA105-00445A Planning Matters for Farmer Seed & Nursery Redevelo
0	Kennedy & Graven, Chartered	101-41610-410-43040	368.00	FA105-00011 Public Works Department
0	Kennedy & Graven, Chartered	898-46310-000-43040	562.90	Legal Fees -- Robinwood Formation of LLC Issues
0	Kennedy & Graven, Chartered	101-41610-410-43040	844.35	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	101-41610-410-43040	202.40	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	21.65	FA105-00437 2021 Warsaw Township Annexation Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	173.20	FA105-00323 Sale of Property 18.06.3.00.006
0	Kennedy & Graven, Chartered	101-41610-410-43040	828.00	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	241-46330-461-43040	8,570.60	Public Housing Declaration of Trust Legal Fees
0	Kennedy & Graven, Chartered	101-41610-410-43040	18.40	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	132.50	FA105-00445 TIF Matters for Farmer Seed & Nursery Redevelopment
0	Kennedy & Graven, Chartered	101-41610-410-43040	331.20	FA105-00034 Library Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,072.80	FA105-00458A Planning Matters for Riverchase Development Project
0	Kennedy & Graven, Chartered	101-42400-420-43130	627.85	FA105-00365 Hazardous Building - 216-218 Central Ave
0	Kennedy & Graven, Chartered	101-41610-410-43040	64.95	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	2,438.00	FA105-00458 TIF Matters for Riverchase Development Project for M

Check Num	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-41610-410-43040	129.90	FA105-00438 2021 Walcott Township Annexation Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	64.95	FA105-00356 Notice of Legal Claim: ACLU v CoF
0	Kennedy & Graven, Chartered	280-46310-461-43040	281.45	HRA Meeting & General Matters
0	Kennedy & Graven, Chartered	601-49430-000-43040	151.55	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-00000-000-22000	54.68	FA105-00395 Daikin 24th Street Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	129.90	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	238.15	FA105-00475 LaRoche Annexation Matter
	Kennedy & Graven, Chartered		18,197.53	
0	Keystone Interpreting Solutions Inc	240-46210-460-43090	228.00	Interpreting Service Environmental Commission
	Keystone Interpreting Solutions Inc		228.00	
0	Kielmeyer Construction Inc	601-49430-000-42240	2,352.01	Class 5 Rock
	Kielmeyer Construction Inc		2,352.01	
0	Kimley-Horn and Associates Inc	404-45200-450-45200	40,560.94	Viaduct Park Planning
	Kimley-Horn and Associates Inc		40,560.94	
0	Kline Distributing LLC	101-45140-450-42110	467.25	Father Daughter Dance Snacks
	Kline Distributing LLC		467.25	
0	Kremer Services LLC	101-43121-430-42210	854.57	Leaf Spring/U-Bolts/Nuts - Street #213
	Kremer Services LLC		854.57	
177016	Lamperts	898-46310-000-42110	8.50	Pine for Outside Corner
177016	Lamperts	101-45200-450-42110	10.99	Brad Nails
177016	Lamperts	101-45200-450-42110	305.52	Picnic Table Boards
	Lamperts		325.01	
177017	Larson Milo	101-42123-420-42030	49.74	No Trespass Forms
	Larson Milo		49.74	
176893	Law Enforcement Labor Services Inc	101-00000-000-21708	1,552.50	PR Batch 00503.02.2023 LELS 357 Union Dues

Check Numb	Last Name	Acct 1	Amount	Description
	Law Enforcement Labor Services Inc		1,552.50	
177018	Law Enforcement Targets Inc	101-42123-420-42070	714.64	Shooting Training Targets - Plastic Backer - Male Bust
	Law Enforcement Targets Inc		714.64	
177019	League of Minnesota Cities Ins Trust	101-42700-420-43610	1,042.60	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	902-00000-000-23935	312,907.00	Property - Casualty Coverage Premium
177019	League of Minnesota Cities Ins Trust	101-42110-420-43610	16,775.56	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-43110-430-43610	238.83	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-45110-450-43610	13,855.12	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	902-00000-000-23935	-312,907.00	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-45500-450-43610	14,481.69	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-41580-410-43610	4,570.57	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-43121-430-43610	37,973.83	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-42124-420-43610	723.68	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	603-49500-000-43610	3,004.54	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-41320-410-43610	914.04	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-42400-420-43610	1,281.70	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	602-49480-000-43610	36,473.62	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-43190-430-43610	1,675.67	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-45127-450-43610	701.00	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-41110-410-43610	453.42	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	225-49810-430-43610	7,732.00	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-42220-420-43610	4,398.88	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-41800-410-43610	616.77	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	211-46310-460-43610	333.00	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-42121-420-43610	14,452.57	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	601-49430-000-43610	16,392.51	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-41910-410-43610	15,631.58	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-42123-420-43610	44,817.14	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-41510-410-43610	2,159.43	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-42210-420-43610	4,375.09	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-45125-450-43610	4,792.80	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-45126-450-43610	2,714.86	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-43126-430-43610	552.13	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	602-49450-000-43610	21,558.81	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-41940-410-43610	8,655.76	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	240-46210-460-43610	1,785.64	Property/Liability Insurance Premium
177019	League of Minnesota Cities Ins Trust	101-45200-450-43610	27,772.16	Property/Liability Insurance Premium
177020	League of Minnesota Cities Ins Trust	705-41950-000-44450	7,921.55	Claim #241340 Utilities Truck Struck Communication Line

Check Numb	Last Name	Acct 1	Amount	Description
	League of Minnesota Cities Ins Trust		320,828.55	
177021	Lube-Tech ESI	101-43121-430-42130	1,298.46	Motor Oil for Stock
177021	Lube-Tech ESI	602-49450-000-42130	486.92	Motor Oil for Stock
177021	Lube-Tech ESI	101-42123-420-42130	324.62	Motor Oil for Stock
177021	Lube-Tech ESI	101-45200-450-42130	649.23	Motor Oil for Stock
177021	Lube-Tech ESI	601-49430-000-42130	486.92	Motor Oil for Stock
	Lube-Tech ESI		3,246.15	
176894	Madison National Life Insurance Co Inc	101-00000-000-21711	7.83	PR Batch 00503.02.2023 Long Term Disability
	Madison National Life Insurance Co Inc		7.83	
0	Marco Technologies LLC	101-45110-450-44045	15.14	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-45500-450-44045	26.48	Library Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-463.16	Marco Main 1
0	Marco Technologies LLC	902-00000-000-23935	463.16	Marco Printer Subscription
0	Marco Technologies LLC	240-46210-460-44045	30.28	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-42123-420-44045	73.84	Police Patrol Print Fee
0	Marco Technologies LLC	101-41510-410-44045	134.54	Finance Print Fee
0	Marco Technologies LLC	101-42124-420-44045	50.12	Police Records and Evid. Print Fee
0	Marco Technologies LLC	101-43126-430-44045	15.14	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-43110-430-44045	15.14	Public Works Department Print Fee
0	Marco Technologies LLC	101-45200-450-44045	15.14	Parks Print Fee
0	Marco Technologies LLC	101-41800-410-44045	26.78	HR Print Fee
0	Marco Technologies LLC	101-45126-450-44045	15.14	Washinton Rec Print Fee
0	Marco Technologies LLC	101-42110-420-44045	15.14	Police Administration Print Fee
0	Marco Technologies LLC	101-41320-410-44045	30.28	Administration Print Fee
	Marco Technologies LLC		463.16	
177022	Menards	101-45200-450-42110	168.52	Cleaning Supplies/Watering Wand/Oak Board/Oak Plywood
177022	Menards	101-43121-430-42230	109.98	Concrete Blanket
	Menards		278.50	
0	Midwest Tape LLC	101-45500-450-42192	16.79	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	24.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	55.22	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	94.46	Audio/Visual

Check Num	Last Name	Acct 1	Amount	Description
	Midwest Tape LLC		191.46	
177023	Minnesota Chiefs of Police Association	101-42110-420-44330	193.00	Membership / D Dillon
	Minnesota Chiefs of Police Association		193.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	669.95	PR Batch 00503.02.2023 Child Support
	Minnesota Child Support Payment Center		669.95	
177024	Minnesota Department of Labor & Industry	101-00000-000-20800	34.33	September 2022 Surcharges Retained
177024	Minnesota Department of Labor & Industry	101-00000-420-36260	-34.33	September 2022 Surcharges Retained
177024	Minnesota Department of Labor & Industry	101-00000-000-20820	1,716.37	September 2022 Surcharges
177024	Minnesota Department of Labor & Industry	101-00000-000-20200	-34.33	September 2022 Surcharges Retained
	Minnesota Department of Labor & Industry		1,682.04	
177025	Minnesota Department of Public Safety	101-42210-420-44390	12.00	FIRE License Plates for Chief's Vehicle
	Minnesota Department of Public Safety		12.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,018.08	PR Batch 00503.02.2023 State Income Tax
	Minnesota Department of Revenue		17,018.08	
0	Minnesota Elevator Inc	898-46310-000-44050	1,233.00	Service Call for Elevator
	Minnesota Elevator Inc		1,233.00	
0	Minnesota Petroleum Services Inc	225-49810-430-44045	612.00	Airport Fuel System Repair
	Minnesota Petroleum Services Inc		612.00	
177026	Minnesota Pollution Control Agency	602-49480-000-43140	260.00	Training Registration T Glende
177026	Minnesota Pollution Control Agency	602-49480-000-43140	260.00	Training Registration M Palan
177027	Minnesota Pollution Control Agency	602-49480-000-43140	55.00	Class B Wastewater Exam Fee-M Palan
177027	Minnesota Pollution Control Agency	602-49450-000-43140	55.00	Class B Wastewater Exam Fee-T Glende
177028	Minnesota Pollution Control Agency	602-49480-000-44390	23.00	Wastewater License Renewal - T Glende
177028	Minnesota Pollution Control Agency	602-49480-000-44390	23.00	Wastewater License Renewal - M Palan
	Minnesota Pollution Control Agency		676.00	

Check Numb	Last Name	Acct 1	Amount	Description
176895	Minnesota Public Employees Association	101-00000-000-21708	117.00	PR Batch 00503.02.2023 Police Support Services
	Minnesota Public Employees Association		117.00	
176896	Minnesota Teamsters Local 320	101-00000-000-21708	718.20	PR Batch 00503.02.2023 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		718.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	483.48	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	445.26	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49450-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	445.26	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		2,449.10	
176897	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00503.02.2023 ICMA Deferred Comp
176898	Mission Square 303492	101-00000-000-21706	50.00	01/13/2023 Payroll Deduction - Waldock
	Mission Square 303492		100.00	
177029	Mitchell Repair Information Company LLC	101-43126-430-43095	2,448.37	Mitchell Prodemand Repair Software
	Mitchell Repair Information Company LLC		2,448.37	
0	Morgan Henry	602-49480-000-43140	62.00	MN Rural Water Conference Per Diem
	Morgan Henry		62.00	
0	Motor Parts & Equipment Corp	101-43121-430-42110	23.98	Floor Dry
0	Motor Parts & Equipment Corp	101-43126-430-42110	11.49	Primer - Shop
0	Motor Parts & Equipment Corp	101-43121-430-42210	27.91	Air Dryer Filter - Street #213
0	Motor Parts & Equipment Corp	101-45200-450-42130	17.42	Gear Oil
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.21	Transmission Filter - Street #208
0	Motor Parts & Equipment Corp	101-45200-450-42210	20.66	Fuel Filters
0	Motor Parts & Equipment Corp	101-45200-450-42210	55.26	Dash Switch/Wiring/Connectors
0	Motor Parts & Equipment Corp	101-42220-420-42210	30.58	Wiper Blades #2155
0	Motor Parts & Equipment Corp	101-45200-450-42210	129.00	Wire
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.33	Oil Filter
0	Motor Parts & Equipment Corp	101-45200-450-42210	-6.40	Rocker Switch

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	603-49500-000-42210	6.52	Lamp
0	Motor Parts & Equipment Corp	101-45122-450-42210	5.33	Oil Filter
0	Motor Parts & Equipment Corp	101-45200-450-42210	0.80	Oil Drain Plug
0	Motor Parts & Equipment Corp	101-43121-430-42210	13.95	Oil Filter - Street #316
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.33	Oil Filters
0	Motor Parts & Equipment Corp	101-45200-450-42210	15.70	Oil Filter
Motor Parts & Equipment Corp			374.07	
0	MTI Distributing Inc	101-45200-450-42210	101.43	Inner-Tubes
0	MTI Distributing Inc	101-45200-450-42210	458.28	Ball Cart Seats
0	MTI Distributing Inc	101-45200-450-42210	220.77	Tie Rod Ends
0	MTI Distributing Inc	101-45200-450-42210	195.30	Air Cleaner Assembly/Gasket
0	MTI Distributing Inc	101-45200-450-42210	119.43	Tie Rod Ends
MTI Distributing Inc			1,095.21	
177030	Muddy Paws LLC	101-42700-420-43090	2,118.00	Impound Costs / Dec. 2022
177030	Muddy Paws LLC	101-42700-420-43090	2,108.00	Impound Costs / Sept. 2022
177030	Muddy Paws LLC	101-42700-420-43090	675.00	Impound Costs / Nov 2022
177030	Muddy Paws LLC	101-42700-420-43090	796.00	Impound Costs / Oct 2022
Muddy Paws LLC			5,697.00	
0	North Central International LLC	101-43121-430-42210	531.16	Exhaust Injector/Cab Vent Bezel - Street #213
0	North Central International LLC	101-43121-430-42210	94.60	Lower Radiator Hose & Clamp - Street #110
0	North Central International LLC	101-43121-430-42210	-2,146.04	Fan Drive Return Credit - Street #110
0	North Central International LLC	101-43121-430-42210	-500.00	Engine Fan Drive Core Return - Street #110
0	North Central International LLC	101-43121-430-42210	-94.60	Radiator Hose And Clamp Credit - Street #110
0	North Central International LLC	101-43121-430-42210	357.08	Belt And Tensioner - Street #110
0	North Central International LLC	101-43121-430-42210	218.54	Temp Sensor/Filler Neck Seal - Street #110
0	North Central International LLC	101-43121-430-42210	185.07	Water Pump - Street #110
0	North Central International LLC	101-45200-450-42210	1,189.26	EGR Cooler Bucket Truck
0	North Central International LLC	101-43121-430-42210	2,114.88	Refund Received for Credits on Account
North Central International LLC			1,949.95	
177031	Offenhauser Wayne & Cheryle	601-00000-000-20200	54.13	Refund Check 023494-000, 1271 Aldrich Way
Offenhauser Wayne & Cheryle			54.13	
0	On Target A & M Inc	601-49430-000-43090	285.75	Utility Bills - February
0	On Target A & M Inc	602-49480-000-43090	285.75	Utility Bills - February

Check Numb	Last Name	Acct 1	Amount	Description
0	On Target A & M Inc	603-49500-000-43090	285.75	Utility Bills - February
	On Target A & M Inc		857.25	
0	Orchard Trust Company	101-00000-000-21706	2,532.00	PR Batch 00503.02.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	10,646.00	PR Batch 00503.02.2023 MN Deferred Comp
	Orchard Trust Company		13,178.00	
177032	Owatonna People's Press	101-45500-450-42191	206.75	Newspaper Subscription
	Owatonna People's Press		206.75	
0	Paape Companies Inc	101-41940-410-44010	310.75	Repair Boiler
	Paape Companies Inc		310.75	
177033	Pioneer Manufacturing Company	101-45200-450-42110	3,239.50	Ball Field Marking Paint
	Pioneer Manufacturing Company		3,239.50	
0	Plunkett's Pest Control	101-43121-430-44010	161.15	Pest Control
	Plunkett's Pest Control		161.15	
0	Public Employees Retirement Association	101-00000-000-21705	17,320.35	PR Batch 00503.02.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	19,985.00	PR Batch 00503.02.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,519.31	PR Batch 00503.02.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	27,779.05	PR Batch 00503.02.2023 PERA Police & Fire
	Public Employees Retirement Association		83,603.71	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	602-49450-000-42210	49.59	Screen Assembly Truck 1
0	R C Bliss Inc	101-42123-420-42210	59.99	Gasket - Spark Plugs / 27
0	R C Bliss Inc	101-42700-420-42210	36.30	Hose Assembly / #23
	R C Bliss Inc		145.88	

Check Numb	Last Name	Acct 1	Amount	Description
177034	R.A.W. Construction LLC	898-46310-000-44010	200.00	Salt and Sanding
177034	R.A.W. Construction LLC	241-46330-461-44010	235.00	Public Housing Salt and Sanding
177034	R.A.W. Construction LLC	211-46310-460-44010	10.00	16 1st St Salt and Sanding
	R.A.W. Construction LLC		445.00	
177035	Remme Jackie	101-42123-420-43090	29.50	Patches-2 Jackets - Fixed Zipper on Uniform Pants
	Remme Jackie		29.50	
0	Rent 'N' Save Portable Services	101-45200-450-44160	110.00	Portable Restroom Rentals
	Rent 'N' Save Portable Services		110.00	
177036	Rice County	601-49430-000-43090	93.00	2023 Special Assessment Annual Maintenance
177036	Rice County	270-46500-462-43070	24.00	2023 Annual TIF Maintenance
177036	Rice County	401-43121-430-43090	1,608.00	2023 Special Assessment Annual Maintenance
177036	Rice County	602-49450-000-43090	81.00	2023 Special Assessment Annual Maintenance
177036	Rice County	346-47000-470-43090	303.00	2023 Special Assessment Annual Maintenance
177036	Rice County	266-46500-462-43070	24.00	2023 Annual TIF Maintenance
177036	Rice County	271-46500-462-43070	24.00	2023 Annual TIF Maintenance
177036	Rice County	263-46500-462-43070	3.00	2023 Annual TIF Maintenance
177036	Rice County	603-49500-000-43090	78.00	2023 Special Assessment Annual Maintenance
177036	Rice County	349-47000-470-43090	957.00	2023 Special Assessment Annual Maintenance
177036	Rice County	272-46500-462-43070	3.00	2023 Annual TIF Maintenance
177037	Rice County	873-49499-000-44371	6,839.58	Roberds Lake Sewer Collected - January
	Rice County		10,037.58	
177038	Rockmount Research & Alloys Inc	601-49430-000-42410	144.76	Drill Bit
	Rockmount Research & Alloys Inc		144.76	
0	Ronco Engineering Sales	101-43121-430-42210	688.84	Hydraulic Cylinder Repair - Street #119
	Ronco Engineering Sales		688.84	
177039	S.J. Electro Systems LLC	602-49480-000-43090	1,063.00	Blower Programming
177039	S.J. Electro Systems LLC	602-49480-000-45700	6,110.00	HMI Screens
	S.J. Electro Systems LLC		7,173.00	
0	Sanco Equipment LLC	101-45200-450-42210	289.73	Auxiliary Switch

Check Numb	Last Name	Acct 1	Amount	Description
	Sanco Equipment LLC		289.73	
0	Sanity Solutions Inc	431-41580-410-45400	1,743.25	Verkada Camera Project
	Sanity Solutions Inc		1,743.25	
177040	Schauer Alex	101-45140-450-43090	400.00	Father Daughter Dance DJ
	Schauer Alex		400.00	
0	Schroht Chas	602-49480-000-43140	62.00	MN Rural Water Conference Per Diem
	Schroht Chas		62.00	
177041	Serigraphics Sign Systems, Inc	101-42110-420-42230	170.00	Office Sign
	Serigraphics Sign Systems, Inc		170.00	
0	SHI International Corp	101-43121-430-42420	307.70	Computer Monitors-Streets Superintendent
0	SHI International Corp	602-49450-000-42420	307.70	Computer Monitors-Tom
0	SHI International Corp	601-49430-000-42420	615.40	Computer Monitors-Mike/Jim
0	SHI International Corp	601-49430-000-42420	2,100.00	Desktop Computer-Mike/Jim
0	SHI International Corp	101-43121-430-42420	1,050.00	Desktop Computer-Streets Superintendent
0	SHI International Corp	602-49450-000-42420	1,050.00	Desktop Computer-Tom
0	SHI International Corp	101-42123-420-42020	80.00	USB - GPS Receivers
0	SHI International Corp	240-46210-460-42420	232.00	Scanner for Jessica Fulton
0	SHI International Corp	101-42123-420-42020	40.00	USB GPS Receiver
0	SHI International Corp	101-42220-420-42420	230.00	2 Monitors
0	SHI International Corp	101-41320-410-42420	2,934.00	Computer
0	SHI International Corp	101-41320-410-42420	1,635.06	Computer Monitors & Docking Stations
0	SHI International Corp	101-41510-410-42420	1,234.00	HP EliteBook Notebook - Jeanne
0	SHI International Corp	101-41580-410-42420	7,242.00	Laptops for IT (2)
	SHI International Corp		19,057.86	
0	ShofCorp LLC	898-46310-000-43090	70.05	Feb 2023 TRACS Monthly Service
	ShofCorp LLC		70.05	
177042	Sirek Hydraulic Service Inc	101-42220-420-42210	75.23	Oil Site Gauge #2110

Check Numb	Last Name	Acct 1	Amount	Description
	Sirek Hydraulic Service Inc		75.23	
0	Springbrook Holding Company LLC	601-49430-000-44325	1,512.50	Civic Pay Fees - January
0	Springbrook Holding Company LLC	602-49450-000-44325	1,512.50	Civic Pay Fees - January
	Springbrook Holding Company LLC		3,025.00	
177043	Star Sports & Apparel LLC	101-45500-450-42010	10.00	Name Tag
	Star Sports & Apparel LLC		10.00	
0	Stargate Inc	602-49450-000-43095	2,204.00	Fuel System Upgrade
0	Stargate Inc	601-49430-000-43095	1,014.33	Fuel System Upgrade
0	Stargate Inc	101-43121-430-43095	1,014.34	Fuel System Upgrade
0	Stargate Inc	602-49450-000-43095	1,014.33	Fuel System Upgrade
0	Stargate Inc	101-43121-430-43095	2,204.00	Fuel System Upgrade
0	Stargate Inc	601-49430-000-43095	2,204.00	Fuel System Upgrade
	Stargate Inc		9,655.00	
177044	Steele Waseca Coop Electric	101-43160-430-43810	64.09	32089-Highway 21 Lights
177044	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
177044	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41926-Airport
177044	Steele Waseca Coop Electric	902-00000-000-23935	-2,349.18	Monthly Charges-January
177044	Steele Waseca Coop Electric	225-49810-430-43810	711.18	23947-Airport 10
177044	Steele Waseca Coop Electric	225-49810-430-43810	164.12	41901-Airport
177044	Steele Waseca Coop Electric	225-49810-430-43810	399.73	41875-Airport S Hangars
177044	Steele Waseca Coop Electric	602-49450-000-43810	176.52	30493-Lift Station
177044	Steele Waseca Coop Electric	225-49810-430-43810	42.15	20891-Airport New Hangar
177044	Steele Waseca Coop Electric	902-00000-000-23935	2,349.18	Monthly Charges-January
177044	Steele Waseca Coop Electric	101-43160-430-43810	129.11	27205-Airtech Park
177044	Steele Waseca Coop Electric	602-49450-000-43810	92.58	1089247-Lift Station-15625 Acorn Trl
177044	Steele Waseca Coop Electric	225-49810-430-43810	7.97	1077021-Security Hangar 2
177044	Steele Waseca Coop Electric	225-49810-430-43810	46.54	1017445-2011 T-Hangar
177044	Steele Waseca Coop Electric	225-49810-430-43810	54.63	32094-Airport
177044	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41927-Airport
177044	Steele Waseca Coop Electric	225-49810-430-43810	331.69	1018611-Hangar 910K
177044	Steele Waseca Coop Electric	225-49810-430-43810	50.65	1018624-Hangar 910J
	Steele Waseca Coop Electric		2,349.18	
177045	Swank Motion Pictures Inc	101-45130-450-43131	1,440.00	Summer Movie Licensing

Check Numb	Last Name	Acct 1	Amount	Description
	Swank Motion Pictures Inc		1,440.00	
177046	T. Nelson Properties	601-00000-000-20200	2.82	Refund Check 017470-099, 210 23 St NW Apt 12
	T. Nelson Properties		2.82	
177047	Taylor Brian	601-00000-000-20200	29.13	Refund Check 018159-000, 730 Lincoln Ave
	Taylor Brian		29.13	
0	The Library Store Inc	101-45500-450-42010	62.61	Weights for Book Repair
	The Library Store Inc		62.61	
177048	The UPS Store	602-49450-000-43250	42.81	Vactor Clamps Shipping
177048	The UPS Store	602-49480-000-43250	12.73	Grainger Returns
	The UPS Store		55.54	
177049	Timm's Trucking Inc	601-49430-000-42240	2,019.51	Pit Run Sand
	Timm's Trucking Inc		2,019.51	
0	Titan Machinery	601-49430-000-42210	540.90	Manifold Parts Backhoe
	Titan Machinery		540.90	
177050	Truck Center Companies East LLC	101-43121-430-42210	68.79	Seat Air Bag - Street #413
177050	Truck Center Companies East LLC	101-42220-420-42210	32.14	Brake Kit #2117
177050	Truck Center Companies East LLC	101-43121-430-42210	8.37	Air Fitting - Street #413
177050	Truck Center Companies East LLC	101-43121-430-42210	76.98	Slack Adjuster - Street #107
177050	Truck Center Companies East LLC	101-43121-430-42210	174.10	Slack Adjusters - Street #107
177050	Truck Center Companies East LLC	101-43121-430-42210	59.64	Oil Filter - Street #118
177050	Truck Center Companies East LLC	101-43121-430-42210	395.51	Blend Door Actuator - Street #107
177050	Truck Center Companies East LLC	101-43121-430-42210	213.98	Brake Chamber/Clevis - Street #110
177050	Truck Center Companies East LLC	101-43121-430-42210	-76.98	Slack Adjuster Credit - Street #107
	Truck Center Companies East LLC		952.53	
177051	Union Pacific Railroad Co	404-45200-450-45300	778.50	Teepee Tonka Trail Crossing 9/22 & 11/22

Check Numb	Last Name	Acct 1	Amount	Description
	Union Pacific Railroad Co		778.50	
177052	Universal Truck Equipment Inc.	101-43121-430-42210	467.75	Hydraulic Packing Gland/Seals/Cast Plow Clevis - Street #110
	Universal Truck Equipment Inc.		467.75	
0	Valek Jim	601-49430-000-43310	62.00	MRWA Conference Per Diem
	Valek Jim		62.00	
0	Virg's Appliance Service Inc	898-46310-000-44050	85.00	Apt 215 Stove Repair
	Virg's Appliance Service Inc		85.00	
177053	Vosejpka Diane	101-00000-450-34700	68.00	Refund Dance Class Registrations
	Vosejpka Diane		68.00	
177054	Wal-Mart	101-45140-450-42110	126.05	Father Daughter Dance Supplies
	Wal-Mart		126.05	
0	Walton's Inc	602-49480-000-42210	919.80	Screen Bags
	Walton's Inc		919.80	
177055	Welker Custom Homes Inc	101-45126-450-44010	550.00	Repair Basketball Hoops
	Welker Custom Homes Inc		550.00	
0	Wilson Tyler	101-42123-420-43310	30.00	Lunch Per Diem / Intro to Co-Response for LE
	Wilson Tyler		30.00	
177056	Xcel Energy	241-46330-461-43810	59.62	1526 Western Ave Electric Services
177056	Xcel Energy	241-46330-461-43830	116.44	1518 Western Ave Gas Service
177056	Xcel Energy	211-46310-460-43830	24.10	1225 2nd St NW Gas Service
177056	Xcel Energy	211-46310-460-43810	7.70	1225 2nd St NW Electric Service
177056	Xcel Energy	241-46330-461-43810	38.22	922 1st ST SW Electric
177056	Xcel Energy	241-46330-461-43810	33.90	1518 Western Ave Electric Services
177056	Xcel Energy	101-43160-430-43810	20.70	51-5358630-4 45 State Ave Lighting
177056	Xcel Energy	101-43160-430-43810	133.50	304886692 1190 60 W Street Light

Check Numb	Last Name	Acct 1	Amount	Description
177056	Xcel Energy	101-43170-430-43810	141.07	302525247 4050 Hwy 60 W
177056	Xcel Energy	101-42110-420-43830	1,414.95	303877775 11 20th St NW Evidence Garage
177056	Xcel Energy	601-49430-000-43810	8,290.97	303329691 824 7 St NW Pump Water
177056	Xcel Energy	225-49810-430-43830	329.27	304268056 Hangar 910G - Rental
177056	Xcel Energy	101-41940-410-43830	1,548.24	303640982 208 1 Ave NW City Hall
177056	Xcel Energy	602-49450-000-43830	580.53	304051816 1200 Belview Trl
177056	Xcel Energy	101-43160-430-43810	70.62	304116511 800 Lyndale Ave S
177056	Xcel Energy	602-49450-000-43810	44.45	302772185 1150 Willow Lift Station
177056	Xcel Energy	101-45125-450-43820	204.45	303727721 1830 2 Ave NW Aquatic Center
177056	Xcel Energy	101-43160-430-43810	85.08	304850221 419 8 Ave NW-8 Ave Signal System
177056	Xcel Energy	902-00000-000-23935	117,889.39	Electricity Bill-January
177056	Xcel Energy	101-45500-450-43810	20.57	302342287 11 Division St E Security
177056	Xcel Energy	601-49430-000-43830	599.54	302971552 824 7th St NW Water Works
177056	Xcel Energy	101-42500-420-43810	37.97	304214955 930 4th Ave NW Siren
177056	Xcel Energy	601-49430-000-43830	1,338.90	304914908 812 8 Ave NW Bldg B-WTP
177056	Xcel Energy	101-42210-420-43830	1,937.73	302350193 122 2 St NW Fire Hall
177056	Xcel Energy	101-43160-430-43810	67.93	304116510 1904 Grant St NW
177056	Xcel Energy	602-49480-000-43810	35.17	302940983 502 3rd Ave NW
177056	Xcel Energy	101-43160-430-43810	129.08	304882766 17 3rd St NE Unit Street Light
177056	Xcel Energy	101-45200-450-43810	27.34	175957 500 Maple Lawn Cartway
177056	Xcel Energy	101-45200-450-43830	166.49	302627100 Jefferson Warming House
177056	Xcel Energy	101-43170-430-43810	9.72	156258 117 Shumway CD Siren
177056	Xcel Energy	101-45200-450-43810	33.11	303239611 Sr High Tennis Courts
177056	Xcel Energy	602-49450-000-43810	52.91	302976387 1301 Willow St Lift Station
177056	Xcel Energy	101-42110-420-43810	310.85	303877775 11 20th St NW Evidence Garage
177056	Xcel Energy	101-45200-450-43810	145.68	304017445 900 Lyndale Ave N
177056	Xcel Energy	602-49450-000-43830	93.83	302458578 828 8 Ave NW Park Shop
177056	Xcel Energy	602-49450-000-43810	63.85	302346525 3030 Hwy 60 W Lift Station
177056	Xcel Energy	101-43160-430-43810	48.45	305051521 New Bridge Lights 2nd Ave Bridge
177056	Xcel Energy	602-49450-000-43810	360.70	304051816 1200 Belview Trl
177056	Xcel Energy	101-43170-430-43810	315.64	303396625 27 Division St E Signal Light
177056	Xcel Energy	101-42210-420-43810	875.23	302527702 122 2 St NW-Fire Hall
177056	Xcel Energy	602-49480-000-43830	14,362.19	302858086 214 14 St NE
177056	Xcel Energy	601-49430-000-43810	1,210.52	302814303 1217 Parshall Reservoir #2
177056	Xcel Energy	101-43170-430-43810	108.47	303446090 1418 Division St W Signal Light
177056	Xcel Energy	101-45122-450-43830	1,497.53	303402179 16 Central Ave
177056	Xcel Energy	601-49430-000-43810	459.35	304872579 812 8 Ave NW-WTP
177056	Xcel Energy	225-49810-430-43830	1,537.01	304924581 3401 Hwy 21 W
177056	Xcel Energy	601-49430-000-43810	6,277.92	302969048 350 Alexander Park Well #6
177056	Xcel Energy	101-45200-450-43810	50.09	303683055 100 Tee Pee Tonka Park
177056	Xcel Energy	101-42500-420-43810	4.68	154013 1851 220 St E CD Siren
177056	Xcel Energy	101-45126-450-43810	45.70	302492805 117 Shumway-Washington Center
177056	Xcel Energy	101-45122-450-43810	4,494.91	303273787 15 Central Ave Load Profile

Check Numb	Last Name	Acct 1	Amount	Description
177056	Xcel Energy	101-43170-430-43810	107.17	303691980 2219 Grant St Lift Station
177056	Xcel Energy	601-49430-000-43810	360.70	304051816 1200 Belview Trl
177056	Xcel Energy	101-45122-450-43810	36.28	154794 16 Central Ave
177056	Xcel Energy	101-43160-430-43810	173.22	304157632 1602 2nd Ave NW
177056	Xcel Energy	101-45200-450-43810	19.77	303683055 100 TP Tonka Security
177056	Xcel Energy	101-45126-450-43810	385.31	303373970 117 Shumway Load Profile
177056	Xcel Energy	101-42110-420-43810	3,525.85	303688424 25 4th St NW
177056	Xcel Energy	101-43121-430-43830	5,578.15	304051816 1200 Belview Trl
177056	Xcel Energy	101-42500-420-43810	9.72	164184 930 4th CD Siren
177056	Xcel Energy	101-45500-450-43810	1,635.38	302342287 11 Division St E
177056	Xcel Energy	602-49450-000-43810	64.89	303203605 319 Lind St Lift Station
177056	Xcel Energy	601-49430-000-43810	8,732.33	303929972 1904 Fairground Dr
177056	Xcel Energy	101-43160-430-43810	361.06	304157645 3305 Highway 60
177056	Xcel Energy	101-43170-430-43810	137.63	302531059 103 3 St NE Signal Light
177056	Xcel Energy	101-41940-410-43810	1,722.71	303683323 208 1 Ave NW
177056	Xcel Energy	902-00000-000-23935	-117,889.39	Electricity Bill-January
177056	Xcel Energy	602-49450-000-43810	58.80	303670994 1090 Cannon Circle Lift Station
177056	Xcel Energy	101-45200-450-43810	354.29	302261595 920 9 Ave SW
177056	Xcel Energy	101-43170-430-43810	206.01	303453265 1500 7 St NW Signal Light
177056	Xcel Energy	101-42500-420-43810	4.68	178539 2613A Hulett Court
177056	Xcel Energy	101-45200-450-43810	35.17	303920032 540 2nd Ave NW
177056	Xcel Energy	101-45122-450-43830	2,186.76	302342287 Boiler Heat Line 30%
177056	Xcel Energy	101-45200-450-43810	43.89	302165394 415 2nd Ave SW Wapacuta Pk
177056	Xcel Energy	101-45126-450-43810	20.13	171746 117 Shumway Lighting
177056	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
177056	Xcel Energy	101-45200-450-43830	321.35	304017445 900 Lyndale Ave N
177056	Xcel Energy	602-49450-000-43810	26.19	303333605 410 Frink Ave Lift Station
177056	Xcel Energy	101-45200-450-43810	24.24	304850239 TeePee Tonka Park Tunnel
177056	Xcel Energy	602-49450-000-43810	22.60	302794134 98 3 Ave NW Viaduct Lift Stati
177056	Xcel Energy	101-45200-450-43810	41.23	302321102 1000 7 Ave SW-S Alex Sec
177056	Xcel Energy	101-42500-420-43810	4.68	167157 1203 Parshall St
177056	Xcel Energy	101-43160-430-43810	203.06	303661815 495 Heritage Pl
177056	Xcel Energy	225-49810-430-43830	270.33	304268058 Hangar 910B - City
177056	Xcel Energy	101-43160-430-43810	226.77	302767481 210 3 St NE St Light HP
177056	Xcel Energy	603-49500-000-43810	51.29	304051816 1200 Belview Trl
177056	Xcel Energy	101-43160-430-43810	35.17	303328788 1600 30 St NW
177056	Xcel Energy	101-45200-450-43810	64.55	303510224 Central Park Band Stand
177056	Xcel Energy	602-49480-000-43810	20,668.50	304239286 214 14th St NE
177056	Xcel Energy	225-49810-430-43830	236.75	304268037 Hangar 910A - City
177056	Xcel Energy	101-42500-420-43810	9.72	146104 920 9 Ave SW CD Siren
177056	Xcel Energy	101-45126-450-43830	2,026.67	302971175 117 Shumway Washington Center
177056	Xcel Energy	101-45200-450-43810	41.77	304915622 705 3 Ave NW-Wapacuta Park Shelter
177056	Xcel Energy	101-45122-450-43810	1,356.18	302825421 19 Division St W

Check Numb	Last Name	Acct 1	Amount	Description
177056	Xcel Energy	101-43160-430-43810	35.17	304087990 510 2 Ave NW Carnival
177056	Xcel Energy	101-43170-430-43810	55.81	304131503 2200 30th St NW
177056	Xcel Energy	101-45200-450-43810	278.23	304428352 601 1st Ave NE Fleckenstein Bluffs Park
177056	Xcel Energy	101-43160-430-43810	231.33	304850220 720 4 St NW Street Light Feed Point
177056	Xcel Energy	601-49430-000-43810	1,343.21	302568990 410 Alexander Park Well #5
177056	Xcel Energy	101-45500-450-43830	5,102.43	302342287 11 Division St E 70%
177056	Xcel Energy	601-49430-000-43830	580.53	304051816 1200 Belview Trl
177056	Xcel Energy	101-43160-430-43810	283.32	304850219 218 3 St NW/129 4 St NW Street Light
177056	Xcel Energy	101-45125-450-43810	660.62	303727721 1830 2 Ave NW Aquatic Center
177056	Xcel Energy	101-43160-430-43810	81.50	304850223 415/430 2 Ave NW-2 Ave Signal System
177056	Xcel Energy	101-42110-420-43830	3,017.24	303688424 25 4th St NW
177056	Xcel Energy	101-45127-450-43810	103.45	304160080 705 17th St SW
177056	Xcel Energy	603-49500-000-43830	82.54	304051816 1200 Belview Trl
177056	Xcel Energy	101-43121-430-43810	3,465.89	304051816 1200 Belview Trl
177056	Xcel Energy	101-43160-430-43810	32.52	304116512 1000 Lyndale Ave S
177056	Xcel Energy	101-42500-420-43810	47.73	303930334 Fairgrounds/300 Western
177056	Xcel Energy	101-43160-430-43810	84.80	304850222 328 4 St NW-4 Ave NW Signal System
177056	Xcel Energy	101-45500-450-43810	222.43	302342287 11 Division St E
177056	Xcel Energy	101-45200-450-43810	1,012.37	302576466 1815 Alexander Dr
177056	Xcel Energy	101-43160-430-43810	62.70	304850224 402 Central-Central Ave Signal System
177056	Xcel Energy	602-49450-000-43810	53.42	304801551 1321 Matteson St-Lift Station
177056	Xcel Energy	101-45200-450-43810	44.01	303659432 618 9 Ave SW Sledding Hill
177056	Xcel Energy	602-49450-000-43810	26.51	302412146 1901 7 St NW Lift Station
	Xcel Energy		118,190.07	
0	Ziegler Inc	101-43121-430-42210	1,127.90	Fender/Wear Strips/Backer Plates - Street #218
0	Ziegler Inc	101-43121-430-42210	1,553.78	Cutting Edge/Cutting Edge Ends - Street #316
0	Ziegler Inc	225-49810-430-42210	4,060.11	Cutting Edges and Mounting Hardware for Airport Loader
	Ziegler Inc		6,741.79	
			985,715.37	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 28, 2023
SUBJECT: Approve 2023 Facility Use Agreements

Background:

Attached are copies of the Faribault Parks and Recreation Facility Use Agreements for the 2023 season. These agreements cover facility usage for organizations using City of Faribault parks or recreational areas. They are very straight forward and are similar to past agreements. Agreements are for the following:

Faribault Farmers' Market
Cannon Valley Farmers' Market
Faribault Baseball Association
Faribault Fastpitch Association
Faribault Softball Association
Rugby Players Association
Bethlehem Academy
Faribault Rotary Club
Faribault BMX Inc.

Recommendation:

Approve the 2023 Facility Use Agreements.

Attachments:

1. Facility Use Agreements



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Farmers' Market

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as "Owner", and the Faribault Farmers' Market, hereinafter referred to as "User".

Purpose: The purpose of this Facility Use Agreement is to allow User ability to host a local Farmers' market at Central Park located in Faribault, MN.

Lease Conditions:

1. User will use the designated park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary preparations.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
7. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
8. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
9. This agreement covers the period of time from the date signed until December 31, 2023.

City of Faribault (Owner),

Faribault Farmers' Market (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Cannon Valley Farmers' Market

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as "Owner", and the Cannon Valley Farmers' Market, hereinafter referred to as "User".

Purpose: The purpose of this Facility Use Agreement is to allow User ability to host the Cannon Valley Farmers' Market at Central Park located in Faribault, MN.

Lease Conditions:

1. User will use the designated park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary preparations.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
7. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
8. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
9. This agreement covers the period of time from the date signed until December 31, 2023.

City of Faribault (Owner),

Cannon Valley Farmers' Market (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Baseball Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Baseball Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct baseball practices, games, and events at Teepee Tonka Park and North Alexander Park in Faribault, MN

Lease Conditions:

1. User will use the designated ball fields, parking lots and public restrooms of Teepee Tonka Park and North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary ball field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2023.

City of Faribault (Owner),

Faribault Baseball Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Fastpitch Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Fastpitch Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct softball practices, games, and events at the softball complex in North Alexander Park in Faribault, MN.

Lease Conditions:

1. User will use the designated ball fields, parking lots and public restrooms of North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary ball field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2023.

City of Faribault (Owner),

Faribault Fastpitch Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Softball Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Softball Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct softball games and tournaments, and to outline conditions surrounding such usage, of the North Alexander Park softball fields in Faribault, MN.

Lease Conditions:

1. User will use the softball fields, parking lots, concession stands and directly adjacent areas of North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds during operation and/or use of the property.
4. User and Owner must mutually agree to all game and practice schedules in a timely manner and prior to actual activity times.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities, participants and staff.
7. User agrees to condone the use and possession of glass containers within park property.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner agrees to prepare ball fields as per scheduled games and tournaments.
10. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events.
11. This agreement covers the period of time from January 1, 2022 – December 31, 2023.

City of Faribault (Owner),

Faribault Softball Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Rugby Players Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Rugby Players Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct rugby practices, games, and events at Maple Lawn Park, Jefferson Park, and Tee Pee Tonka Park which are all located in Faribault, MN.

Lease Conditions:

1. User will use the designated park fields, parking lots and public restrooms of said parks as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
10. This agreement covers the period of time from the date signed until December 31, 2023.

City of Faribault (Owner),

Rugby Players Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Bethlehem Academy

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as "Owner", and Bethlehem Academy, hereinafter referred to as "User".

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct practice and games at Teepee Tonka Park and North Alexander Park in Faribault, MN.

Lease Conditions:

1. User will use the fields, parking lots and adjacent areas of Teepee Tonka Park and North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds during operation and/or use of the property.
4. User agrees to prepare fields prior to each use.
5. User agrees to disclose to Owner all game and practice schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities, participants and staff.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2023.

City of Faribault (Owner),

Bethlehem Academy (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Rotary Club

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Rotary Club, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct a Community Garden at 1830 Alexander Drive, Faribault, MN.

Lease Conditions:

1. User will use the designated area as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to grounds or property during operation and/or use.
4. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
5. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
6. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
7. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
8. This agreement covers the period of time from the date signed until December 31, 2023.

City of Faribault (Owner),

Faribault Rotary Club (User),

Representative

Representative

Date Signed

Date Signed



**AGREEMENT BETWEEN CITY OF FARIBAULT
AND FARIBAULT BMX, INC.**

This agreement is entered into this _____ day of _____, 2023, between the City of Faribault, Minnesota, Owner, and Faribault BMX, Inc., a Minnesota non-profit corporation as User.

The Owner hereby agrees to agreement to User real property owned by Owner located in South Alexander Park in the City of Faribault, Rice County, Minnesota, as more specifically delineated on the attached Exhibit A.

The purpose of this agreement is to allow User to develop and operate a non-motorized track for BMX bicycles in accordance with the terms and conditions of this agreement.

The term of this agreement shall be 1 year from the date hereof, subject to termination by either party on 60 days written notice.

User may grade the premises and bring in fill to develop the track. User shall not remove any trees without the written permission of the Parks and Recreation Director acting on behalf of the city. The city's discretion in granting or denying permission to remove trees is absolute. Upon termination of the agreement, the premises will be restored to their original condition without cost to Owner.

User shall fence the track area with a chain link fence at least 6 feet high, and shall provide a gate capable of being locked to deter unauthorized access to the premises.

User agrees that it will establish appropriate safety rules including rules controlling the number of people using the track at any one time. Further, User shall have a qualified representative on the premises at all times during hours of operation to monitor activities on the track to ensure safe riding. User shall post signage at the entrance to the premises identifying User as the operator and stating rules of operation.

User shall maintain liability insurance for the track operation in an amount not less than \$1,000,000 and Owner shall be named as a co-insured on said policy. The policy shall provide that it may not be cancelled without 30 days written notice to Owner. In no event shall User allow riding on the track at anytime when its insurance coverage is not in place. The User agrees to have insurance coverage for all track users and participants.

A. User agrees to maintain insurance coverage for track operation as noted.

B. User agrees to maintain and repair structure and premises of all damages from normal use, vandalism, and/or environmental hazards including high winds, heavy rain, hail, snow, fallen trees or branches.

C. User agrees that ownership of the permanent building will revert to Owner should their organization dissolve or cease to exist.

User shall keep the premises neat and free of litter, including the area immediately surrounding the agreement premises. User shall maintain garbage containers in sufficient number to meet its needs and shall provide for its own hauling service.

No additional buildings shall be constructed on the premises, and any utility services shall be contracted for and metered in the name of User unless processed through the City of Faribault.

Rules of Operation

- a. User's premises may not be open when the park is closed.
- b. No vehicles shall be driven off the parking lot or road, or parked in the grass unless permission is granted for specific events.

This agreement is not assignable except with the written consent of both parties.

Faribault BMX, Inc.

City of Faribault

By: _____

Mayor

By: _____

City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-036 Approve 2023 Consumption and Display Permit Renewal

Background:

Jennifer Denmark on behalf of Gather on Central LLC has submitted an application for renewal of their Consumption and Display Permit. A background check is currently being conducted by the Faribault Police Department and a copy of their liability insurance has been sent to the City Attorney for review. If approved the permit will be in effect from April 1, 2023 through March 31, 2024.

Recommendation:

Approve Resolution 2023-036 Approve 2023 Consumption and Display Permit Renewal

Attachments:

1. Resolution 2023-036 Approve 2023 Consumption and Display Permit Renewal

CITY OF FARIBAULT

RESOLUTION #2023-036
APPROVE 2023 CONSUMPTION AND DISPLAY PERMIT RENEWAL

WHEREAS, Gather on Central LLC presented an application for renewal of their current Consumption and Display Liquor License; and

WHEREAS, the establishment listed provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; Tax Information Form; a Certificate of Real Estate Taxes Paid from the Rice County Property Tax and Elections Department showing that all taxes and assessments are paid to date; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicant and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishment listed has a current Consumption and Display Liquor License with the City of Faribault.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, the establishment listed be granted Consumption and Display Liquor License with the City of Faribault for the term of April 1, 2023 to March 31, 2024.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: February 28, 2023
SUBJECT: Approve Faribault Police Department Agreement with Rice County Community Corrections

Background:

In 2022, Rice County was awarded approximately \$1 million in grant funds through the U.S. Department of Justice's Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. Rice County's Comprehensive Longitudinal Efforts Addressing Narcotic Use Proliferation (CLEANUP) will address illicit substance use in Rice County and the city of Faribault. Police-Assisted Recovery and Deflection (PARD) is a key component of CLEANUP. The CLEANUP project and law enforcement-led PARD program are based on evidence-based practices that improve outcomes and reduce crime in communities.

The Faribault Police Department wrote a letter of support during the grant application process on behalf of Rice County and has committed to partnering and leading in efforts to guide individuals through non-arrest pathways to treatment and recovery. By approving this agreement, the Faribault Police Department will be eligible for financial reimbursement through the grant. Reimbursement of up to \$14,000 per year (2023-2025) will cover costs associated with transportation of individuals to pre-treatment housing and officer training. Approval also solidifies the City of Faribault's efforts in reducing illegal narcotics use within our community.

Recommendation:

Approve Agreement

Attachments:

1. Agreement - Corrections Faribault PD_FINAL1

AGREEMENT
Rice County Community Corrections
And
Faribault Police Department

This is an Agreement between the Rice County, Minnesota Community Corrections Division and the Faribault Police Department, Faribault, Minnesota (hereinafter referred to as “Faribault”), collectively known as the “parties.”

WHEREAS, the parties to this Agreement are interested in contracting for the performance by Faribault of the following described law enforcement functions for and within the political boundaries of Faribault through Community Corrections; and

WHEREAS, Community Corrections has applied for and received a grant to fund the program for three years; and

WHEREAS, Faribault is agreeable to rendering such services on the terms and conditions hereinafter set forth beginning final execution of this Agreement and continuing through March 1, 2025; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, Community Corrections and Faribault agree as follows:

I. PURPOSE

- The purpose of this Agreement is to implement the Comprehensive Longitudinal Efforts Addressing Narcotic Use Proliferation (CLEANUP) plan. Specifically, Faribault will intervene in situations involving substance use, using deflection and diversion to shift efforts from punishment to restorative practices. This is referenced in this Agreement as Police-Assisted Recovery and Deflection (PARD).

AGREEMENT
Rice County Community Corrections
And
Faribault Police Department

II. SCOPE OF SERVICES

- A. Faribault agrees to provide police-assisted recovery and deflection (PARD) as outlined in the attached Exhibit A.
- B. Training will be provided by Community Corrections for all Faribault Police Department personnel. Training is estimated to last four hours.
- C. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Faribault Police Department under state statutes.
- D. The manner and standards of performance, the discipline of officers and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the Faribault Police Department.
- E. In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the parties will collaborate to determine best practices. Community Corrections shall consider requests/recommendations of Faribault, but is not obligated to adopt such requests or recommendations. If such collaboration is not productive in resolving the dispute, the parties may agree to utilize nonbinding mediation. If mediation is conducted, the parties will split the cost of the mediator. Should mediation be unsuccessful, the parties may litigate the issue(s) in Rice County District Court, with each party absorbing their litigation expenses.
- F. To facilitate Faribault's performance pursuant to this Agreement, Community Corrections agrees that Community Corrections shall have full cooperation and assistance from Faribault, its officers, agents and employees. Faribault shall designate a liaison to Community Corrections to facilitate communication.
- G. Faribault shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, except Community Corrections will compensate Faribault for training time for Faribault employees. The parties agree to collaborate on reimbursement

AGREEMENT
Rice County Community Corrections
And
Faribault Police Department

to Faribault for mileage for transporting program participants to treatment facilities, acknowledging that such payment is limited by the grant to a total of fourteen thousand dollars (\$14,000.00) per year for all participating law enforcement agencies and that after that annual expenditure, no further funding for transportation costs may be available.

- H. All law enforcement officers, clerks and all other Faribault personnel performing duties pursuant to this Agreement shall at all times be considered employees of Faribault for all purposes.

III. MUTUAL INDEMNIFICATION

- A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. It is further understood that Minnesota 471.59, Subd. 1(a) applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- C. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

AGREEMENT
Rice County Community Corrections
And
Faribault Police Department

IV. LIABILITY

- A. It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subdivision 1(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- B. For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing.

V. INSURANCE.

- A. Faribault agrees to maintain, during the term of this Agreement, automobile, general liability, workers’ compensation and public officials’ liability insurance in amounts deemed appropriate by Faribault.

VI. TERM OF AGREEMENT/TERMINATION

- A. This Agreement shall become effective and commence upon final execution and shall be in effect through March 1, 2025. Renewal of this Agreement shall be as provided in Section VIII.

AGREEMENT
Rice County Community Corrections
And
Faribault Police Department

- B. Either party may terminate this Agreement by notifying the other party in writing of their intent to terminate the agreement by giving notice. This notice shall be effective three (3) months following notice being given unless the parties mutually agree in writing to a different time period.
- C. Notice to Community Corrections shall be given to the County Board in person or by certified mail and Notice to Faribault shall be given to Faribault's City Clerk or Administrator in person or by certified mail.
- D. Notwithstanding any other provision this contract may be terminated if a party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.
- E. Nothing contained herein shall limit a party's rights at law or in equity to enforce the terms of this Contract, including the right to seek specific performance.

VII. RENEWAL

- No later than September 1, 2024, Faribault shall notify Community Corrections in writing of its intention to accept a renewal of this Agreement for another three-year period. If the parties do not establish a new Agreement by September 1, 2024, then the contract shall automatically expire March 1, 2025.

VIII. GENERAL PROVISIONS

- A. Faribault shall be responsible for all law enforcement costs, including vehicles, office supplies and equipment.
- B. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of Community Corrections and Faribault and attached to the original of this Agreement.
- C. This agreement shall be interpreted under the laws of the State of Minnesota.
- D. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not

AGREEMENT
Rice County Community Corrections
And
Faribault Police Department

serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.

- E. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- F. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the dates below written.

COUNTY OF RICE, MINNESOTA

Dated: _____

By: _____
Rick Gieseke, Deputy Administrator
Rice County Community Services

Dated: _____

By: _____
Steve Underdahl
Chair, Rice County Board of
Commissioners

Dated: _____

Attest: _____
Sara Folsted
County Administrator

Approved as to form and execution:

Dated: _____

By: _____
Brian Mortenson
Rice County Attorney

AGREEMENT
Rice County Community Corrections
And
Faribault Police Department

CITY OF FARIBAULT, MINNESOTA

Dated: _____

By: _____
Kevin Voracek
Mayor

By: _____
Heather Slechta
Faribault City Clerk

Date: _____

By: _____
Tim Murray
Faribault City Administrator

Date: _____

APPROVED AS TO FORM AND
EXECUTION:

Faribault City Attorney

Date: _____

Exhibit A

Police Assisted Recovery Diversion (PARD)

The purpose of the PARD program is to connect people in the community with an addiction to drugs or alcohol with treatment. The PARD program is a partnership between law enforcement and the treatment and social services resources in and near Rice County. The program provides law enforcement officers with the resources to connect those suffering from addiction with resources to immediately assist them in entering and maintaining recovery.

The PARD program is the Rice County Law Enforcement's effort to provide non-arrest pathways to treatment and recovery. Drug addiction within our community is a public health concern that can become a public safety concern when addiction drives criminal behavior. We must address the demand as well as the supply side of illegal narcotics. Our officers are first responders to emergencies on the street, but they're also first responders to people in crisis, whether that crisis is a mental health concern or someone whose behavior is fueled by addiction.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-037 Approve Joint Powers Agreement with Rice County for Cooperative Transportation Planning Agreement and Approve Professional Services Agreement with SRF Consultant Group for CSAH 45 Corridor Study

Background:

The City's Journey 2040 Comprehensive plan lays out the framework for growth and development within the existing City limits as well as adjacent surrounding areas. This includes the south side of Faribault along the CSAH 45 corridor where recently the City sold a parcel of land at the intersection of Willow Street (CSAH 45) and 17th Street SW for a market rate multi-family housing development, Faribault Apartments, to a private developer. As part of the planning and zoning approvals for said development as well as the possible additional development growth along the CSAH 45 corridor including the Divine Mercy subdivisions and planned future school, the City and Rice County started discussions on a corridor study to evaluate the adjacent roads and plan for future traffic growth. The study will evaluate existing and projected motorized and non-motorized (bike and pedestrian) traffic and develop alternative road and intersection layouts for CSAH 45 (Willow Street) and 17th Street SW corridors.

The City and County solicited a proposal from a private engineering consulting firm, SRF Consulting Group, who has recently done some traffic study work in the subject area to develop a corridor study. The cost of the study is \$26,250, and is proposed to be split 50%/50% with Rice County. The City will be the lead agency and hold the contract with the consultant and then bill Rice County for their share. The City's share will be paid for from the Street Improvement Fund (401)

Recommendation:

Approve Resolution 2023-037

Attachments:

Agenda Item: 4.E

1. Resolution 2023-037 Approve Joint Powers Agreement with Rice County for Cooperative Transportation Planning Agreement and Approve Professional Service
2. JPA CSAH 45 Corridor Study & SRF Proposal

CITY OF FARIBAULT

RESOLUTION #2023-037

APPROVE JOINT POWERS AGREEMENT WITH RICE COUNTY FOR COOPERATIVE TRANSPORTATION PLANNING AGREEMENT AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SRF CONSULTANT GROUP FOR CSAH 45 CORRIDOR STUDY

WHEREAS, due to current and projected growth and development on the south side of the City, the City of Faribault and Rice County have discussed the need to investigate a corridor study along County State Aid Highway (CSAH) 45 and 17th Street SW; and

WHEREAS, the City has solicited a professional services proposal from a consulting engineering firm to provide traffic counting, traffic forecasting and alternative concepts as outlined in the attached proposal; and

WHEREAS, the City in cooperation with the County has prepared the attached joint powers agreement outlining each parties' roles and responsibilities regarding a joint venture to evaluate said corridor study.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the attached joint powers agreement and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby approves the attached proposal for CSAH 45 Corridor Study and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute said final Agreements.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**COOPERATIVE TRANSPORTATION PLANNING AGREEMENT
CITY OF FARIBAULT & RICE COUNTY**

CSAH 45 CORRIDOR STUDY

THIS AGREEMENT, is entered into between the City of Faribault, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as "City" and the County of Rice, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as "County", collectively referred to as the "Parties".

RECITALS

WHEREAS, the City and County have been negotiating for professional engineering services to begin transportation planning and analysis for the CSAH 45 corridor; and

WHEREAS, a proposal for professional engineering services for scoping tasks (the "Project") has been developed and submitted by SRF Consulting Group, in the amount of Ninety-four thousand, Five-hundred dollars and zero cents (\$26,250.00). A copy of the proposal is attached hereto and by this reference made a part hereof; and

WHEREAS, the City and the County each agree that the professional services of SRF Consulting Group, should be employed.

WHEREAS, Faribault and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the City agree as follows:

1. The Recital stated above are incorporated herein by reference.
2. The term of this agreement shall begin on the date of the last signature herein and shall terminate upon completion of the services provided by the professional engineering firm SRF Consulting Group upon termination as provided herein.
3. Upon execution of this Agreement by all parties, the City agrees to contract with SRF Consulting Group. for professional engineering services for scoping tasks as identified in the attached proposal to address a possible corridor improvements along CSAH 45 and nearby intersections and streets. The Contract shall not exceed \$26,250.
4. The County shall reimburse the City a total of up to 50% 13,125.00) as its contribution to the Project. The City shall invoice the County not more than monthly and the County shall provide reimbursement within 30 days of receiving a detailed billing from the City for services performed.
5. The contract with SRF Consulting Gropu, shall not exceed Twenty-six thousand, two-hundred fifty dollars and zero cents (\$26,250.00).

6. The City shall be the overall authority and be responsible for overall management of the contract.
7. The County Engineer shall be the County's appointed representative for the Project and shall have access to all Project documents including reviewing and approving of said documents on behalf of the County and shall be considered a project stakeholder and included in all meetings as deemed necessary by the County.
8. The City Engineer shall provide copies upon request by the City of the contract pay estimates for work completed and payments made to the consultant.
9. Any party may terminate this Agreement, in whole or in part, with respect to the particular entity that materially fails to comply with any term of the Agreement, or if reasonable progress has not been made in accomplishing the purposes of this Agreement, with 30 days written notice to the other party.
10. In the event that dispute arises, the City and County agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The parties shall agree upon a mediator and will equally share the mediator's cost.
11. All data collected, created, received, maintained or disseminated for any purposes in the course of the Independent Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et. seq., or any other applicable state statutes, any state rules adopted to implement the Act, federal regulations on data privacy.
12. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided herein to be performed by the County shall not be considered employees, agents or independent contractors of the City, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said County employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged in any of the work or services to be rendered pursuant to this Agreement shall be the sole responsibility of the County and shall in no way be the obligation or responsibility of the City.
13. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees, agents or independent contractors of the County, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said City employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged in any of the work or services to be rendered pursuant to this Agreement, shall be the sole responsibility of the City and shall in no way be the obligation or responsibility of the County.

14. Each party shall be liable for its own acts and the acts of its employee's to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. This includes any actions which arise because of each City's inspections performed under this Agreement.
15. It is understood and agreed that the County's and City's liability is limited by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 or other applicable law.
16. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and each City. Any supplemental agreements that affect the project cost must be approved pursuant to this Paragraph by both parties prior to execution of work.
17. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
18. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.
19. The provisions of Minn. Stat. §181.59 and of any applicable local ordinances relating to Civil Rights and discrimination and the affirmative action policy statement of Rice County shall be considered a part of this agreement as though fully set forth herein.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the day and year first above written.

Upon proper execution, this agreement will be legally valid and binding

CITY OF FARIBAULT

ATTEST:

By _____
Kevin F. Voracek, Mayor

By _____
Timothy C. Murray, City Administrator

Date _____

Date _____

COUNTY OF RICE

Date 2.14.2023

By  _____
Chairperson
Rice County Board of Commissioners



October 10, 2022

Mark DuChene
City of Faribault
208 1st Ave NW
Faribault, MN 55021

Subject: Proposal for Professional Services for:
CSAH 45 Corridor Study, Faribault, MN

Dear Mark:

Based on your request, SRF Consulting Group (SRF) is pleased to submit this proposal to conduct a corridor study for County-State Aid Highway 45 (CSAH 45), known locally as Willow Street, between 10th Street SW and 230th Street, in Faribault, Minnesota. The main objectives of the study are to review the existing operations and safety within the study area, identify any transportation impacts associated with future land use development within the study area, and recommend improvements to address any issues, if necessary. Based on our understanding of the request, the following scope of services was developed.

Scope of Services

We propose to carry out the work as described in the following tasks:

Data Collection

1. Collect and review a.m. and p.m. peak hour turning movement and pedestrian/bicyclist counts at the following study intersections:
 - CSAH 45/10th Street SW
 - CSAH 45/Glynview Trail (CSAH 19)
 - CSAH 45/Albers Path
 - CSAH 45/17th Street SW (expected to be collected by the City)
 - CSAH 45 and 230th Street (CSAH 39)
 - 17th Street SW and 9th Avenue SW
 - 17th Street SW and Prairie Avenue
2. Collect up to 12 hours of pedestrian/bicyclist counts at the following trail crossings along CSAH 45:
 - Straight River Trail
 - River Bend Trail
3. Collect speed data at up to two (2) locations along the study corridor.

Existing Analysis

4. Qualitatively and quantitatively assess the trail crossings and determine what improvements (using local and national guidance), if any, are needed to accommodate trail users with respect to crossing safety.

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3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

5. Review up to five (5) years of crash data at the study intersections; a detailed crash analysis will be conducted to understand any trends or geometric issues.
6. Analyze existing intersection operations at the study intersections during the weekday a.m. and p.m. peak periods using Synchro/SimTraffic software.

Land Use Analysis and Forecasting

7. Perform a land use analysis along the study corridor to understand the City's proposed land use plan, density, and roadway configuration. The land area for development is generally bounded by 17th Street SW to the north, 9th Avenue SW to the west, County Highway 39 (CSAH 39) to the south, and the Faribault State Wildlife Management Area to the east.
8. Estimate the number of trips expected to be generated by the planned future land uses within the study area for weekday a.m. and p.m. peak hours and on a daily basis using the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*.
9. Trips generated will be distributed to the adjacent roadway network based on existing travel patterns and engineering judgement.

Future Conditions Analysis

10. Perform an intersection capacity analysis for year 2030 and year 2040 build conditions at the study intersections during the a.m. and p.m. peak periods using Synchro/SimTraffic and/or HCS software. Note, operations analysis will be completed for up to three (3) scenarios, including no build and two (2) alternatives.
11. Develop up to two (2) preliminary intersection and roadway alternatives to improve long-term operations and safety along the corridor. Note, no concepts or costs are included within the study.
12. Qualitatively and quantitatively assess the potential benefits/impacts associated with the two (2) alternatives.

Documentation and Meetings

13. Prepare a draft summary memorandum documenting the findings and recommendations. Make revisions as appropriate based on County review and prepare a final summary memorandum.
14. Provide day-to-day project management, administration, and quality control, as well as general coordination with project staff.
15. Prepare for and attend up to three virtual (3) meetings with City/County staff. Additionally, prepare for and attend one City Council or workshop meeting. Assumes two (2) staff will attend each meeting.

Schedule

We estimate this project will take approximately four (4) months to complete, with various milestone meetings include. See the below approximate schedule.

Study Phase/Task	2022			2023
	Oct	Nov	Dec	Jan
Data Collection				
Existing Analysis		*		
Land Use and Forecasting			*	
Future Conditions Analysis				*
Documentation				+

* *Virtual Meeting*

+ *City Council Meeting*

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for actual time expended. Other direct project expenses, such as printing, supplies, reproduction, video processing, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the study, the cost of our services is not to exceed **\$26,250**, which includes both time and expenses. The cost breakdown by task area is as follows:

- Data Collection: \$5,000
- Existing Analysis: \$2,000
- Land Use and Forecasting: \$6,500
- Future Conditions Analysis: \$4,000
- Documentation and Meetings: \$8,750

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is lgarnass@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Leif Garnass, PE (MN IA MO IN MI FL), PTOE
Director



Tom Sachi, PE (MN, ND, WI)
Project Manager

Approved:

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

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STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-039 Authorize Execution of the Developer's Platting Agreement related to CLE ADDITION

Background:

On February 14, 2023, the City Council approved Resolution 2023-028, which approved the preliminary and final plats of CLE ADDITION at 430 Western Avenue South and 20700 Bagley Avenue. Resolution 2023-028 requires that the Developer and City enter into a Developer's Platting Agreement. The attached Resolution 2023-039 authorizes the Mayor and City Administrator to execute and record the Developer's Platting Agreement. The resolution also allows City Staff and the City's consultants to make limited revisions to the Agreement, including its exhibits, as needed.

Recommendation:

Approve Resolution 2023-039.

Attachments:

1. Resolution 2023-039

CITY OF FARIBAULT

RESOLUTION #2023-039

AUTHORIZE EXECUTION OF THE DEVELOPER'S PLATTING AGREEMENT RELATED TO CLE ADDITION

WHEREAS, the Faribault City Council, on February 14, 2023, approved Resolution 2023-028, which approved the preliminary and final plats of CLE ADDITION; and

WHEREAS, Resolution 2023-028 requires that the City of Faribault (the "City") and Barbara J. Valentyn Trust (the "Developer") enter into a Developer's Platting Agreement; and

WHEREAS, the City, in consultation with the Developer prepared the Developer's Platting Agreement attached as Exhibit A to this Resolution; and

WHEREAS, the Faribault City Council acknowledges that said Developer's Platting Agreement is in a draft form that may require limited revisions before the execution and recording of the said Agreement.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Developer's Platting Agreement included in Exhibit A of this Resolution and authorizes City Staff and the City's Consultants to make limited revisions to the Agreement if needed to finalize the Agreement and its exhibits.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said Developer's Platting Agreement and related agreements included in the exhibits.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

CLE ADDITION DEVELOPER'S PLATTING AGREEMENT

THIS DEVELOPER'S PLATTING AGREEMENT (this "Agreement") dated _____, 2023, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Barbara J. Valentyn Trust a Minnesota Trust (the "Developer") together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the fee owner of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.
- B. The Developer intends to subdivide the Property as follows:
 - 1. One (1) lot containing an existing Single Family Residential use in the R-1, Single Family Residential zoning district;
 - 2. One (1) lot containing an existing commercial use in the C-3, Community Commercial zoning district; and
 - 3. One (1) lot for a future commercial use in the C-3, Community Commercial zoning district.
- C. The City Council approved the preliminary and final plats of the Property in Resolution 2023-028 on February 14, 2023, (attached as Exhibit B) (the "Plat"). Said resolution (the "Authorizing Resolutions") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion.

TERMS OF THE AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

1.01. Incorporation of Recitals and Exhibits. This Agreement incorporates its recitals and exhibits as set forth herein.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

2.01. City Representations and Warranties. The City makes the following representations related to its obligations in this Agreement:

- A. The City is a municipal corporation under the laws of Minnesota.
- B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.

2.02. Developer's Representations and Warranties. The Developer makes the following representations related to its obligations in this Agreement:

- A. The Developer is a Minnesota Trust.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement are duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws,

ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is unaware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations unless granted variances by the City.

- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Developer may undertake in conjunction with the Public Improvements.

ARTICLE THREE CONSTRUCTION IMPROVEMENTS

- 3.01. Public Improvements.** There are no proposed public improvements associated with this Plat. Existing public sewer, watermain, and roads serve the Property.
- 3.02. Private Improvements.** The Developer must obtain all necessary approvals and permits from the City of Faribault and all other applicable jurisdictions before constructing any improvements on the Property.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Platting Requirements. The Developer must plat the Property consistent with the final Plat of CLE ADDITION approved by the City Council in Resolution No. 2023-028 on February 14, 2023, attached as Exhibit B. Platting requirements include, but are not limited to, the following:

- A. General Requirements. The Developer must satisfy, complete, and abide by all requirements in the Authorizing Resolution outlined in Exhibit B, and elsewhere in this Agreement. The Developer must address all plat, engineering, and other items and opinions as may be directed by the City Attorney, City Engineer, or others with City review and approval authority.
- B. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with \$50,000.00 coverage. If the Developer does not record the Plat in the year 2023, the Developer must adjust the policy coverage per the formula approved by the City for the year the Plat is recorded with Rice County.

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

The evidence of title, which determines which entities must execute the Plat and other documents to be recorded against the property, is subject to the review and approval of the City Attorney and the issuance of the City Attorney's plat opinion attached and incorporated into this Agreement as Exhibit C. If

the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer must cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy. The policy must be to the satisfaction of the City Attorney, and the policy must be effective on the date on which the Plat is recorded. The City will not issue any permits or certificates of occupancy until the Developer provides the City with the following:

1. The required Title Insurance Policy;
 2. Evidence that all documents have been recorded per this Agreement; and
 3. All conditions for the release of the Plat have been met to the satisfaction of the City Attorney.
- C. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is responsible for all application fees, and other costs which may be associated with such revisions.
- D. Parkland Dedication Fee. The required parkland dedication fee is outlined in Resolution 2023-028 (Exhibit B) as follows:
1. Lot 1, CLE ADDITION contains an existing single-family dwelling. No parkland dedication fee is required for Lot 1.
 2. Lot 2, CLE ADDITION contains an existing commercial electrical contractor's business. No parkland dedication fee is required for Lot 2.
 3. The Developer anticipates the future sale or use of Lot 3, CLE ADDITION for commercial use. The Developer

must pay cash in lieu of parkland in the amount of \$1,500 in accordance with Sec. 15-336(B)(2) of Unified Development Ordinance, based on the specified fee of \$1,000 per acre for this 1.5-acre lot. The City will not issue a building permit or other development permit for the lot until the Developer pays the required parkland dedication fee.

- E. Stormwater Operation and Maintenance Agreement. All future improvements on both developed and undeveloped parcels within the Plat must meet all local, state and federal stormwater management requirements in effect at the time of development. This may include entering into a stormwater operation and maintenance agreement.
- F. Driveway Encroachment. A driveway servicing the Cedar Lake Electric business site encroaches onto the adjoining parcel to the south. The Developer must ensure the removal of the encroachment, or provide copy of a signed private agreement with the adjoining owner for a driveway easement, before the City will issue a building permit for any lot within CLE ADDITION plat.
- G. Property Address. Lot 2 of CLE Addition containing Cedar Lake Electric's business offices is to be re-addressed to follow the City's addressing system. This will change the address from 20700 Bagley Avenue to 450 Western Avenue S.
- H. Property Monumentation. The Developer must complete the following tasks:
 - 1. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.
 - 2. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in Exhibit E of this Agreement

3. Mark all monuments with a steel or fiberglass post to allow an authorized agent of the City to verify the installation of the property monuments.
- I. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat, in a format suitable to the City Engineer, after all signatures have been obtained.
- J. Deadline to Record Plat. The Developer must record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval. The Developer's failure to record the Plat within the required deadline will automatically make the Plat null and void unless the City Council extends the deadline to record the Plat.

4.02. Access and Use of the Property During Construction. The City's right to access the Property and the Developer's responsibilities for parking, storage, and staging during future construction on Lot 3 are as follows:

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Project and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

4.03. Payment of City Costs. The Developer must reimburse the City for its actual costs as follows:

- A. Developer's Escrow to Process the Plat and this Agreement. The Developer provided the City with a \$3,000.00 cash escrow

to reimburse the City for its actual costs regarding the following:

1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and
 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement and related undertakings.
- B. Replenishment and Return of the Developer's Escrow. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return all remaining escrow to the Developer after the Project's completion and after the Developer has paid all required City costs and expenses per this Agreement.
- C. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- D. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any

unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

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

4.04. Building Permits and Occupancy Permits. City approval of the Plat does not include City approval of a building permit. The Developer or another party applying for a building permit is responsible for paying the required fees associated with a building permit and other deferred fees specified in this Agreement. The City will not issue a building permit for any construction associated with the Plat until the following has occurred to the satisfaction of the City:

- A. The Plat and this Agreement have been executed and recorded with Rice County;
- B. The Developer has paid all required fees associated with the Plat and this Agreement; and
- C. The Developer has fulfilled all requirements of this Agreement to the satisfaction of the City.

4.05. Indemnification. The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

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

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

4.07. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its recitals and exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.
- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record

this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.

- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer must cease work until there is compliance.
- F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer are grounds for denial of building permits, including building permits associated with lots sold to third parties.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.
- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this

Agreement waive any objection to the jurisdiction of these courts.

- J. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

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

- J. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- K. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- L. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- M. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to

the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.

- N. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- O. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- P. Additional Requirements. The Developer must satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer must adequately address all items as may be directed by the City Attorney, the City Engineer, or others with review and approval authority for the City.
- Q. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as Exhibit F.

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

- A. As to the Developer: Barbara J. Valentyn Trust

Attn: Marissa Babcock
430 Western Avenue S
Faribault, MN 55021

B. As to the City:

City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105

with a copy to:

Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299

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

The remainder of this page is left intentionally blank.

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

By: _____
Notary Public

By: _____
Barbara J. Valentyn

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Barbara J. Valentyn, _____, Trustee of the Barbara J. Valentyn Trust.

This document drafted by:

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EXHIBIT A
LEGAL DESCRIPTION

Tract A and Tract B, Registered Land Survey No. 4, Rice County, Minnesota.

EXHIBIT B
RESOLUTION #2023-028
APPROVE PRELIMINARY PLAT AND FINAL PLAT OF CLE ADDITION

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2023-028

**APPROVING THE PRELIMINARY AND FINAL PLAT APPLICATIONS FOR
CLE ADDITION AT 430 WESTERN AVENUE S AND 20700 BAGLEY AVENUE**

WHEREAS, Barbara and Jay Valentyn, on behalf of the Barbara J. Valentyn Trust (the "Owner") have requested preliminary and final plat approval to plat two commercial lots and one residential lot on Parcels addressed as 430 Western Avenue S and 20700 Bagley Avenue, and legally described on Exhibit A of this resolution; and

WHEREAS, City Staff has completed a review of said applications and made a report to the Planning Commission, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 6th day of February, 2023, following proper notice, held a public hearing regarding the applications, and following said public hearing made findings and recommended approval of the applications; and

WHEREAS, the City Council, on the 14th day of February 14, 2023, at a public meeting considered the application; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approval of the preliminary plat for CLE Addition as depicted on Exhibit B, subject to the attached conditions of approval, is appropriate with the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. Criteria: The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

Finding: The proposed preliminary plat is consistent with the area requirements of lots in the C-3 Community Commercial District and the R-1, Single Family Residential District, the proposed zoning for this plat. The preliminary plat is subject to the approval of an associated lot width

variance application allowing a sixty-five (65) foot lot width where a one-hundred (100) feet is required. The preliminary plat is consistent with all other applicable provisions of the Unified Development Ordinance.

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

Finding: The City's Land Use Plan guides the subject property for Mixed Commercial / Residential Development. The proposed commercial use is consistent with this plan.

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

Finding: The preliminary plat provides for lots that are compatible with other properties in the vicinity.

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

Finding: The layout of the lots in the preliminary plat are done in a manner consistent with the provisions of the City's Unified Development Ordinance and will be compatible with lots on adjoining properties.

5. Criteria: All submission requirements have been satisfied.

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

WHEREAS, the City Council further finds that approval of the final plat of CLE Addition as depicted on Exhibit C, subject to certain conditions of approval, is appropriate with the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. Criteria: The final plat substantially conforms to the approved preliminary plat.

Finding: The Owner has applied for the final plat approval concurrently with the preliminary plat. The Final Plat conforms to the preliminary plat as required.

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

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

3. All submission requirements have been satisfied.

Finding: The proposed final plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault that the preliminary and final plat for CLE Addition are hereby approved, subject to the following conditions:

1. The Owner shall adequately address all items as listed in the City Attorney's plat opinion letter or as may be otherwise directed by the City Engineer, City Attorney, or others with review and approval authority of the City.
2. The final plat shall be recorded with the Rice County Recorder's Office within twelve (12) months following City Council approval unless extended by the City or it shall be deemed null and void.
3. The final plat shall be submitted in a digital format suitable to the City Engineer when the final plat is forwarded for required City signatures.
4. The Property Owners shall enter into a Development Agreement with the City prior to recording the final plat and shall satisfy all terms and conditions set forth in the Development Agreement.
5. Before the approved final plat is filed with the Rice County Recorder's office, all applicable fees must be paid and the Developer must enter into a Development Agreement to the satisfaction of the City Attorney, and satisfy all requirements contained in the Development Agreement.
6. The Property Owners/applicants shall submit a title insurance policy upon recording the plat and will be subject to any requirements resulting from City Staff's and the City Attorney's review of the title work and plat opinion issued for this plat.
7. The Owner shall pay a cash fee in lieu of land for Park Dedication in

accordance with Sec. 15-336 of the Unified Development Ordinance in the amount of \$1,530 based on a lot area of 66,700 square feet applicable only to Lot 3 of the plat.

8. The City Administrator and City Attorney are authorized to have final revisions made to the plat and development agreement necessary to carry out City Council intent with this approval resolution.

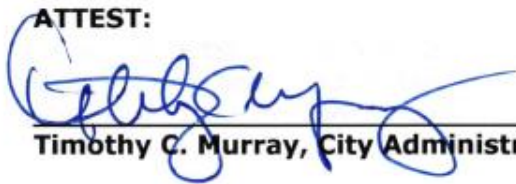
Date Adopted: February 14, 2023

Faribault City Council



Kevin F. Voracek, Mayor

ATTEST:

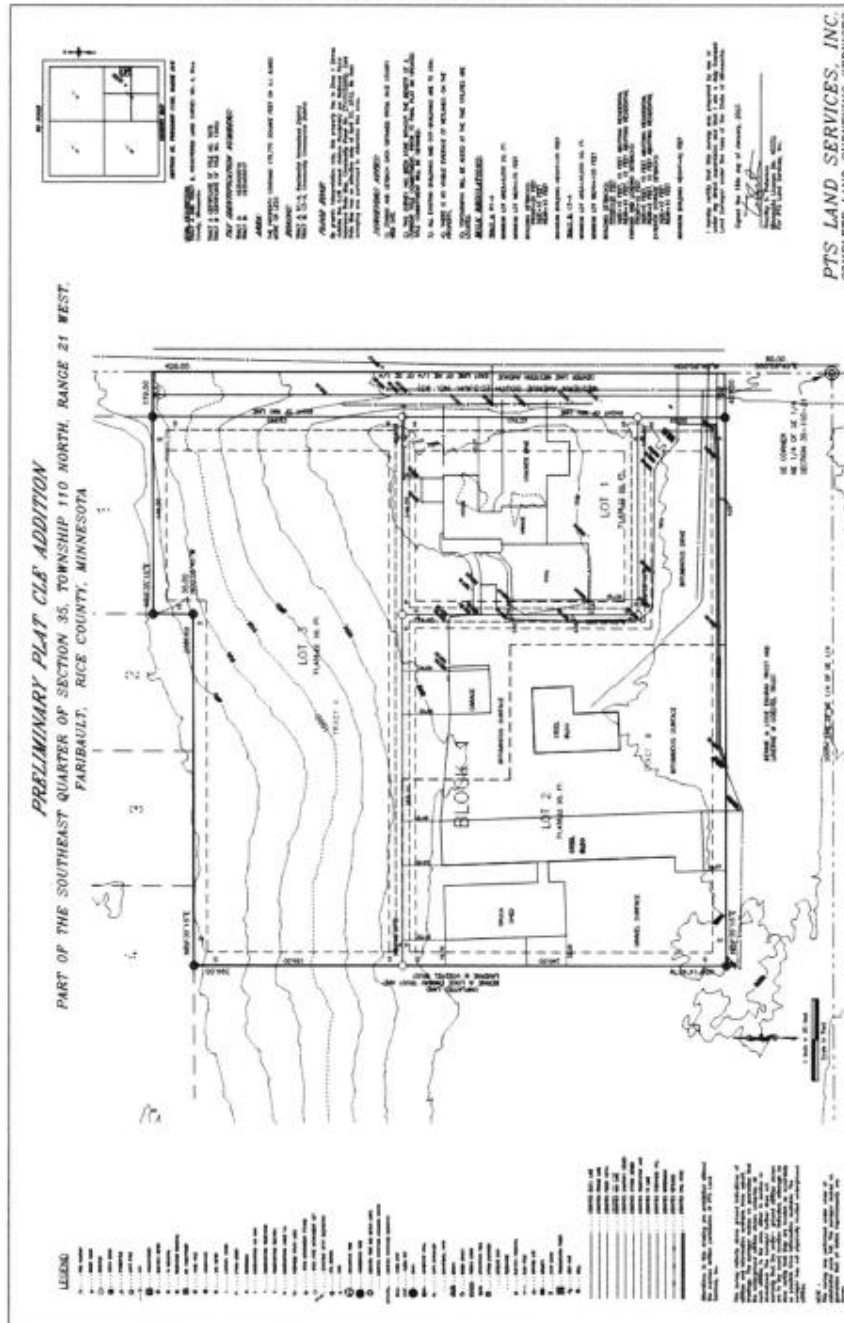


Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Tract A, Registered Land Survey No. 4, Rice County, Minnesota, and
Tract B, Registered Land Survey No. 4, Rice County, Minnesota

Exhibit B Depiction of the Preliminary Plat



B-7

EXHIBIT C
Insert Plat Opinion

EXHIBIT D
CERTIFICATE OF PLAT MONUMENTATION



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

I hereby certify that I am a Minnesota licensed land surveyor, and that all required plat monuments (property irons) have been installed by me, or under my direct supervision, as shown on the recorded Final Plat of the plat/subdivision, in compliance with the terms of the Subdivision Agreement, and meeting the requirements of Minnesota State Statutes, Chapter 505.

Signature

Date

Name

License No.

EXHIBIT E
CERTIFICATE OF COMPLETENESS

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

Dated: _____, 20____.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-040 Approve Appointments of Board and Commission Members

Background:

At their February 21, 2023 City Council Work Session, the Council reviewed and discussed two (2) applications for appointment to the Housing and Redevelopment Authority. From that discussion it was the consensus of the Council to appoint Mandy Barnes to the open seat. Ms. Barnes term will run through January 31, 2026.

Also, at the Work Session, the Mayor and City Council members discussed their appointments to those committees, boards, and commissions that include one or more Council representatives. The attached list reflects the appointments determined at that meeting.

Clayton LaCroix and Dave Schwichtenberg were selected by their organizations to serve as alternate representatives on the Charitable Gambling Board. If approved, their terms will run through January 31, 2025.

Recommendation:

Approve Resolution 2023-040 Approve Appointments of Board and Commission Members

Attachments:

1. Resolution 2023-040 Approve Appointments of Board and Commission Members
2. Board-Commission Appointments 2023-02-28

CITY OF FARIBAULT

RESOLUTION #2023-040

APPROVE APPOINTMENTS OF BOARD AND COMMISSION MEMBERS

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

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

WHEREAS, the City Council reviewed the applications at their February 21, 2023 Work Session meeting and recommended the appointments for individuals to the boards and commissions.

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

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Barnes, Mandy	Housing and Redevelopment Authority	1/31/2026
LaCroix, Clayton	Charitable Gambling Board	1/31/2025
Schwichtenberg, Dave	Charitable Gambling Board	1/31/2025

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

2023 CITY COUNCIL COMMITTEES – Working Copy

JOINT COMMITTEE (Work Session) (7)

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

Members: Mayor and all City Councilmembers

ANNEXATION COMMITTEE (3)

Meets as needed.

Members: Mayor Voracek, Councilmembers Ross and Spooner

Staff Liaison: City Administrator & CED Director

LABOR COMMITTEE (2)

Meets as needed.

Members: Mayor Voracek and Councilmember Ross

Staff Liaison: City Administrator & Human Resources Director

AD HOC

Special committees established at Council discretion on an issue-by-issue basis. The Mayor serves on all established Ad Hoc Committees, along with two other Council members.

2023 COUNCIL APPOINTMENTS AND REPRESENTATIVES – Working Copy

Vice Mayor

Councilmember van Sluis

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

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

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

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

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

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

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

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

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

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

CHILDREN'S FUND (AQUATIC CENTER) BOARD –Resolution 2003-226; Advises City Council and staff on the Aquatic Center Scholarship fund monies

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

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

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

*Appointed to partial term to fill vacancy due to resignation

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

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

6.	Roger Steinkamp	4/14/2020	3 yrs.	1/31/2026
7.	Cynthia Diessner	1/24/2023	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

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

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

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

HOUSING AND REDEVELOPMENT AUTHORITY	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sara Caron (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Matt Speckhals	4/26/2016	5 yrs.	1/31/2024
3. Brendan Kennedy	3/1/2015	5 yrs.	1/31/2025
4. Loni Ahlers	2/26/2013	5 yrs.	1/31/2026
5. Mandy Barnes*	2/28/2023	5 yrs.	1/31/2026
6. Travis McColley	11/9/2021	5 yrs.	1/31/2027
7. Travis Kath	2/22/2022	5 yrs.	1/31/2027

*Appointed to partial term to fill vacancy due to resignation

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

ICE ARENA BOARD (CITY REPS)

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Chuck Thiele (Council rep)	2/28/2023	1 yr.	1/31/2024
3. Paul Peanasky (City rep)	1/24/2023	3 yrs.	1/31/2026

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

LIBRARY ADVISORY BOARD

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

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

PARK & RECREATION ADVISORY BOARD

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Thiele (Council rep)	2/28/2023	1 yr.	1/31/2024
2. Sally Kramer	8/23/2011	3 yrs.	1/31/2024
3. Chad Kreager	11/22/2005	3 yrs.	1/31/2025
4. Troy Temple	1/22/2019	3 yrs.	1/31/2025
5. Lola Brand	7/14/1998	3 yrs.	1/31/2026
6. Mike Ross	1/14/2020	3 yrs.	1/31/2026
7. Carrissa Glarner	1/24/2023	3 yrs.	1/31/2026
8. VACANT (Student)	8/25/2020	1 yr.	1/31/2024

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

PETER SMITH ADVISORY COMMITTEE	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kyle Murphy *	2/22/2022	3 yrs.	1/31/2024
2. Gordon (Duffy) Elleby	2/9/2021	3 yrs.	1/31/2025
3. George Cunniff	2/9/2021	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

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

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

*Appointed to partial term to fill vacancy due to resignation

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

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

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

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

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

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

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

CHARITABLE GAMBLING ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
<i>City Council Representative</i>			
1. Sara Caron	1/24/2023	1 yr.	1/31/2024
<i>American Legion</i>			
1. Edward Little	2/14/2023	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/23/2024
<i>Bethlehem Academy – Carbone's, Grampa Al's, Country Club</i>			
1. Troy Marquardt	2017	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
<i>Divine Mercy School – Signature Bar, Carbone's</i>			
1. Daniel Moyer	5/22/2022	2 yrs.	1/31/2025

2. Alternate		2 yrs.	1/31/2024
<i>Eagles</i>			
1. Jon Sirek	1/25/2012	2 yrs.	1/31/2024
2. Clayton LaCroix (Alternate)	2/28/2023	2 yrs.	1/31/2025
<i>Elks</i>			
1. Mike Donkers	6/8/2021	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Faribault Hockey Association – Depot, Bashers, Joe’s, Carbones</i>			
1. Rick Caron	9/13/2011	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Faribault Wrestling Club – J&J Bowling Center</i>			
1. Jason Tobin	8/28/2007	2 yrs.	1/31/2024
2. Jamie Hausen (Alternate)	2/14/2023	2 yrs.	1/23/2025
<i>Knights of Columbus</i>			
1. Peter Dodge	1/9/2018	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
<i>Moose</i>			
1. Horace Vogesaa	2/23/2021	2 yrs.	1/31/2024
2. David Schwichtenberg (Alternate)	2/28/2023	2 yrs.	1/31/2025
<i>Morristown Fire Relief - Our Place on 3rd</i>			
1. Terry Meschke	3/12/2019	2 yrs.	1/31/2024
2. Johnathan Chmelik (Alternate)	2/14/2023	2 yrs.	1/31/2025
<i>Defeat of Jesse James Days Committee – Corks and Pints</i>			
1. Shelia Radtke	3/12/2019	2 yrs.	1/23/2025
2. Alternate		2 yrs.	1/23/2024
<i>Faribault Youth Rotary Services – Boxer’s</i>			
1. Brenda DeMars	6/8/2021	2 yrs.	1/23/2025
2. Chad Koepke (Alternate)	6/8/2021	2 yrs.	1/23/2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-041 Authorize Purchase of Fire Apparatus

Background:

In the 2023 Capital Improvement Plan, funding was approved for the purchase of a new fire apparatus. This apparatus will replace our current heavy rescue truck, which is a very important truck and is utilized daily. The Fire Department's truck committee conducted extensive research into this new truck which will meet the needs of the community and the Fire Department.

The Capital Improvement Plan has \$877,250.00 for the purchase of this apparatus. We are elated that the contract price attached is well under our estimated price. We also have the ability to save \$12,411.00 if we pay for the chassis when it arrives at Rosenbauer Minnesota's plant.

We will purchase the new fire apparatus using the State-approved cooperative purchasing program Houston/Galveston Area Council (HGAC) as we have for prior purchases.

Recommendation:

Purchase a new rescue truck from Rosenbauer Minnesota for \$818,075.00 through the HGACBuy Cooperative Purchasing Program.

Attachments:

1. Resolution 2023-041 Authorize Purchase of Fire Apparatus
2. Fire Apparatus Purchase Order

CITY OF FARIBAULT

RESOLUTION #2023-041

AUTHORIZE PURCHASE OF FIRE APPARATUS

WHEREAS, the Faribault Fire Department has a 2009 Rosenbauer fire apparatus (rescue truck) that is scheduled for replacement in 2023; and

WHEREAS, the Capital Improvement Plan was approved by the City Council and includes funding for the replacement of our rescue truck; and

WHEREAS, the Fire Department formed a truck committee to research and design an apparatus that will meet the needs of the community and the fire department; and

WHEREAS, the City will purchase the new fire apparatus using the State approved cooperative purchasing program Houston/Galveston Area Council (HGAC) as we have for prior purchases; and

WHEREAS, Rosenbauer Minnesota is a manufacturer of high quality fire apparatus that we have utilized in the past and they are able to provide an apparatus that meets our specifications.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to purchase a new fire apparatus from Rosenbauer Minnesota in the amount of \$818,075 through the HGACBuy Cooperative Purchasing Program.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	City of Faribault	Contract #	FS12-19 For Years 2019-2023
Address 1:	208 1st Ave, NW	Supplier:	Rosenbauer Minnesota, LLC
Address 2:		Address 1:	5180 260th Street
City, State, Zip:	Faribault, MN 55021	Address 2:	PO Box 549
		City, State, Zip:	Wyoming, MN 55092

Purchase Order Number:	2	Delivery in Calendar Days:	660
Date:	2/8/2023	HGAC Product Code	FS19YD10

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Rescue, complete with Rosenbauer Commander chassis per attached specifications.	\$818,075.00	\$818,075.00
	Note: HGAC administration fee included in price		
*Note: If chassis amount of \$323,440.00 is paid upon arrival at our plant in Minnesota, deduct \$12,411.00 each			
TOTAL			\$818,075.00

NOTES:	
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Rosenbauer Dealer :	General Safety Fire Apparatus
Salesperson:	Steven Harris
Signature:	

Purchaser:	City of Faribault
Print Name:	
Title:	
Date	
Signature:	



APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 28, 2023
SUBJECT: Approve Replacement of Roof at Faribault Family Aquatic Center

Background:

The roof at the Faribault Family Aquatic Center is 23 years old and has reached the end of its life. The roof has been inspected annually and it was confirmed that the roof has reached the point that it needs to be replaced. Two quotes were received with the low quote coming from Valentyn Builders at a cost of \$33,839.00. There was \$30,000 budgeted in the 2023 CIP.

Recommendation:

Approve the quote from Valentyn Builders to replace the roof at the Faribault Family Aquatic Center at a cost of \$33,839.00.

Attachments:

1. Roof Quotes

Valentyn Builders, LLC.

5121 Dudley Lake Path
Faribault, MN 55021
(507) 330-0220
valentynbuilders@yahoo.com

MN LIC# 20454504

Proposal Submitted To: Keith City of Faribault	Phone # 330-4185	Work #	Date 2/17/2023
Street 1815 Alexander Drive	City Faribault	Zip Code 55021	

Roofing Instructions

- ☒ Tear Off Existing Roof Home Garage 1 Layers
- ☒ Install 1/2" OSB Plywood if Needed \$95 Per Sheet
- ☒ Install Ice and Water Shield
- ☒ Install Open Valley System color?
- ☒ Install Felt Underlayment Synthetic
- ☒ Install All Dripedge Color?
- ☒ Replace Plumbing Boots 2" 3" 4" 5" all
- ☒ CII Shingles Using 1 1/4" Roofing Nails
- ☒ Replace Roof Vents Color
- ☒ Install Ridge Vents all Ft.
- ☒ Promptly Remove Debris from Job Daily
- ☒ Magnetic Sweep of Yard
- ☒ 3 Year Warranty on Workmanship

☐ Windows

☐ Doors

SHINGLE TYPE	SQ 72
☐ 25 year 3-TAB	
☐ 25 year Dimensional	
☐ 30 year Dimensional	
☐ Cedar Shake	
☐ Wood Shingle	
☐ Sky Lights	
☒ Other	duration 130 MPH 40 year

SIDING	SQ
☐ Aluminum	
☐ Vinyl	
☐ Fascia (LF)	
☐ Soffit (LF)	
☐ Window Wrap (EA)	
☐ Other	

Special Instructions:
* Permite extra

Bid includes disposal, labor, and material \$ 33,839.00

1/3 down payment

READ NOTICE ON REVERSE SIDE

Roofing: \$ 33,839.00	Item 3: \$
Siding: \$	Item 4: \$
Gutters: \$	Item 5: \$
Item 1: \$	Item 6: \$
Item 2: \$	TOTAL: \$

Andy Valentyn

Proposal Written By: (Print)

Homeowner Name (Print)

Signature

Signature

Date

Date

Cellular #

Proposal not valid without signature of homeowner and representative.

Proposal

Page No.

of

Pages

SKLUZACEK BROS., INC.

HOME IMPROVEMENTS

16554 Cabot Avenue

FARIBAULT, MINNESOTA 55021

Gary 332-8531

Derek 412-3684

License #0001461

PROPOSAL SUBMITTED TO <i>City of Faribault Parks & Rec.</i>		PHONE <i>Keith 330-4185</i>	DATE <i>2/15/23</i>
STREET		JOB NAME <i>Faribault Aquatic Center</i>	
CITY, STATE AND ZIP CODE <i>Faribault Mn.</i>		JOB LOCATION <i>1830 Alexander Dr.</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

REROOF *Aquatic Center*

- ☒ 1. Remove existing roofing material
- ☒ 2. Apply metal edging
- ☒ 3. Apply ice & water shield on bottom edges and valleys
- ☒ 4. Apply 15 lb. felt paper
- ☒ 5. Apply new vents and sewer pipe covers
- ☒ 6. Apply color-clad valley tin (color to match shingles)
- ☒ 7. Apply 30 year 40 year 50 year dimensional shingles
- ☐ 8. Apply seamless gutter and downspouts
- ☒ 9. Apply new flashing along wall and chimney
- ☒ 10. Clean up and dispose of all debris

* If plywood is needed, it will be at an additional cost of: \$ _____

☒ Anything found rotten or damaged will be extra to replace.

* Other -

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

thirty-seven thousand two hundred eighty-five ⁰⁰/₁₀₀ dollars (\$ 37,285.⁰⁰).

Payment to be made as follows:

upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. If payment is not received within 30 days of completion, contractor will attach lien to property.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-042 Approve Hiring
Administrative Coordinator

Background:

Due to the reorganization of the Parks and Recreation Department, there is a need to fill an Administrative Coordinator position. The position was posted internally from February 17, 2023 to February 23, 2023.

One application was received and the applicant was interviewed. The panel consisted of Paul Peanasky, Parks and Recreation Director, and Kevin Bushard, Human Resources Director. The panel selected Denise Hansen as the recommendation for hire.

Resolution 2023-042 approves the hiring of Denise Hansen as the Administrative Coordinator for the City of Faribault. Denise will be placed at grade "H", step 7 of the Non-Union Compensation Plan 2022-2024.

Recommendation:

Approve Resolution 2023-042, approving the hiring of Denise Hansen as Administrative Coordinator

Attachments:

1. Resolution 2023-042 Approve Hiring Administrative Coordinator

CITY OF FARIBAULT

RESOLUTION #2023-042

APPROVE HIRING ADMINISTRATIVE COORDINATOR

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

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

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

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

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-043 Approve Hiring
Administrative Assistant I

Background:

Due to the reorganization of the Parks and Recreation Department, there is a need to fill an Administrative Assistant I position. The position was posted internally from February 17, 2023 to February 23, 2023.

One application was received and the applicant was interviewed. The panel consisted of Paul Peanasky, Parks and Recreation Director, and Kevin Bushard, Human Resources Director. The panel selected Stacy Murphy as the recommendation for hire.

Resolution 2023-043 approves the hiring of Stacy Murphy as the Administrative Assistant I, for the City of Faribault. Stacy will be placed at grade "D", step 2 of the Local 70 CBA 2022-2024.

Recommendation:

Approve Resolution 2023-043, approving the hiring of Stacy Murphy as Administrative Assistant I

Attachments:

1. Resolution 2023-043 Approve Hiring Administrative Assistant I

CITY OF FARIBAULT

RESOLUTION #2023-043

APPROVE HIRING ADMINISTRATIVE ASSISTANT I

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Stacy Murphy shall be extended an offer of employment to fill the vacant Administrative Assistant I position.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-044 Approve Hiring CSO

Background:

Due to a resignation, there is a need to hire a CSO for the Police Department. The position has been posted since September 8, 2022.

Sixteen applications were received and all applicants have been interviewed. The panel consisted of Administrative Personnel from the Police Department, Donna Braun, Human Resources Assistant, and Kevin Bushard, Human Resources Director. The panel selected Hayleigh Van Heuveln as the recommendation for hire for the CSO position.

Resolution 2023-044 approves the hiring of Hayleigh Van Heuveln as the CSO for the City of Faribault. Hayleigh will be placed at grade "E", step 1 of the MNPEA CBA 2022-2024.

Recommendation:

Approve Resolution 2023-044, approving the hiring of Hayleigh Van Heuveln as CSO

Attachments:

1. Resolution 2023-044 Approve Hiring CSO

CITY OF FARIBAULT

RESOLUTION #2023-044

APPROVE HIRING CSO

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Hayleigh Van Heuveln shall be extended an offer of employment to fill the vacant CSO position.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-045 Approve Cooperative Agreement Between the State of Minnesota and the City of Faribault for Sakatah Singing Hills State Trail Local Trail Connection

Background:

The City of Faribault and MnDOT have been working collaboratively to replace the traffic signal system at the intersection of TH 60 and Western Avenue. As part of the signal replacement project, certain intersection modifications are also being planned including but not limited to improved sidewalk and crosswalk connections at the intersection. One such proposed improvement is to extend a sidewalk connection from TH 60 on the west side of Western Avenue connecting to the Sakatah Singing Hills State Trail. Due to a portion of this sidewalk connection being within MnDNR right-of-way for the Sakatah Trail, a cooperative agreement is required to allow the City to construct said sidewalk connection. The attached draft agreement is provided for City Council review and approval and once final plans are complete, the agreement will be finalized with final exhibits and then fully executed by the City and DNR.

Recommendation:

Approve Resolution 2023-045

Attachments:

1. Resolution 2023-045 Approve MnDNR Cooperative Construction Agreement
2. Sakatah Singing Hills ST.Faribault.LocalTrailJPA_2.23.23
3. 2023-02-23 Western Ave City Sidewalk

CITY OF FARIBAULT

RESOLUTION #2023-045

APPROVE COOPERATIVE AGREEMENT BETWEEN THE STATE OF MINNESOTA AND THE CITY OF FARIBAULT FOR SAKATAH SINGING HILLS STATE TRAIL LOCAL TRAIL CONNECTION

WHEREAS, the City of Faribault and Minnesota Department of Transportation have been working collaboratively to replace the traffic signal system at the intersection of TH 60 and Western Avenue and as part of the signal replacement project, certain intersection modifications are also being planned including but not limited to improved sidewalk and crosswalk connections at the intersection; and

WHEREAS, one such proposed improvement is to extend a sidewalk connection from TH 60 on the west side of Western Avenue connecting to the Sakatah Singing Hills State Trail; and

WHEREAS, Due to a portion of this sidewalk connection being within MnDNR right-of-way for the Sakatah Trail, a cooperative agreement is required to allow the City to construct said sidewalk connection; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the attached cooperative agreement and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute said final Agreements.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



SAKATAH SINGING HILLS STATE TRAIL LOCAL TRAIL CONNECTION
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE CITY OF FARIBAULT

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the City of Faribault, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, Subd. 8, to establish, develop, maintain and operate the Sakatah Singing Hills State Trail; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State owns lands within the City limits, legally described as Section 35 & 36, T110N, R21W, as shown on the map attached and incorporated into this Agreement as **Exhibit A**; and

WHEREAS, the City owns or has easement rights over lands for Western Avenue North legally described as Section 35 & 36, T110N, R21W, as shown on the map attached and incorporated into this Agreement as **Exhibit B**; and

WHEREAS, the State and the City have determined that providing an improved local recreational trail connection to the Sakatah Singing Hills State Trail via Western Avenue North, as identified in the layout attached and incorporated into this Agreement as **Exhibit C**, is of high priority; and

WHEREAS, the City shall develop the improved local recreational trail connection to the Sakatah Singing Hills State Trail via Western Avenue North, hereinafter referred to as the “Trail Connection”; and

WHEREAS, the City shall develop the preliminary and final plans and specifications for the construction of the Trail Connection, which shall meet the requirements of the ADA and shall be approved by the State; and

WHEREAS, the City shall be solely responsible for the design, development, administration and maintenance of the Trail Connection; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this Agreement is attached hereto as **Exhibit D**; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide technical assistance with the design of the Trail Connection as proposed by the City.
- b. The State shall permit the City to construct the Trail Connection as identified in **Exhibit C**, upon the State's approval of final plans and specifications for the development of the Trail Connection. Design and construction of the Trail Connection shall meet the requirements of the ADA.
- c. The State shall be permitted to review and approve any revisions to the Trail Connection as proposed by the City during the term of this Agreement.
- d. State approval of the final plans and specifications for the development of, and any revisions to, the Trail Connection proposed by the City shall be provided by the State's designated contact.
- e. The State shall permit the City to review and approve any modifications or revisions to the Trail Connection proposed by the State during the term of this Agreement. Any modifications or revisions shall meet the requirements of the ADA.
- f. The State will retain ownership of the State Trail corridor as identified in **Exhibit A**.
- g. The State reserves the right to inspect the Trail Connection at any time to ensure that the City is in compliance with this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall design, construct or improve the Trail Connection as defined in **Exhibit C**, including, as necessary, the administration of any construction contract as well as providing all construction engineering, staking, materials testing, record keeping and construction inspection.
- b. The City shall permit the State to review and approve the preliminary and final plans and specifications for the Trail Connection as developed by the City. All plans for the Trail Connection shall meet the requirements of the ADA.
- c. The City shall obtain all federal, state and local permits necessary for the construction of the Trail Connection.
- d. The City shall permit the State to review and approve any modifications or revisions to the Trail Connection proposed by the City during the term of this Agreement.
- e. The City shall be permitted to review and approve any modifications or revisions to the Trail Connection as proposed by the State during the term of this Agreement. All modifications or revisions shall meet the requirements of the ADA.
- f. The City will provide and install the appropriate signage for the Trail Connection. All signs placed within the State Trail right-of-way shall be subject to approval by the State.
- g. Upon completion, the administration, operations and maintenance of the Trail Connection shall be the sole responsibility of the City.
- h. The City shall conduct the required maintenance of the Trail in compliance with Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference.

and can be found at

http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

- i. The City will retain ownership of the trail associated improvements as developed by the City.
- j. Upon termination of this Agreement, the City shall restore the State Trail lands to pre-construction condition and as approved by the State.

III. FUNDING

The State shall provide funding for its responsibilities under Article I. The obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project.

IV. TERM

- a. *Effective Date:* **March 1, 2023** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **March 1, 2053** for a period of thirty (30) years except as otherwise provided herein or agreed to in writing by both parties. The Agreement can be extended with a written amendment as agreed upon and signed by both parties.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the Agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this Agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in

Article III, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this Agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the City at any time with cause upon thirty (30) days written notice to the State.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this Agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. Any amendment to this Agreement 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 agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is: Ashley Steevens, Parks and Trails Area 4C Supervisor, 54497 Gadwall Road, Mankato, MN 56001, 507-386-3913, ashley.steevens@state.mn.us, or his/her successor.

The City's Authorized Representative is: Mark DuChene, Director of Engineering, 1200 Belview Trail, Faribault, MN 55021, 507-333-0360, mduchene@ci.faribault.mn.us, or his/her successor.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF FARIBAULT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF FARIBAULT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

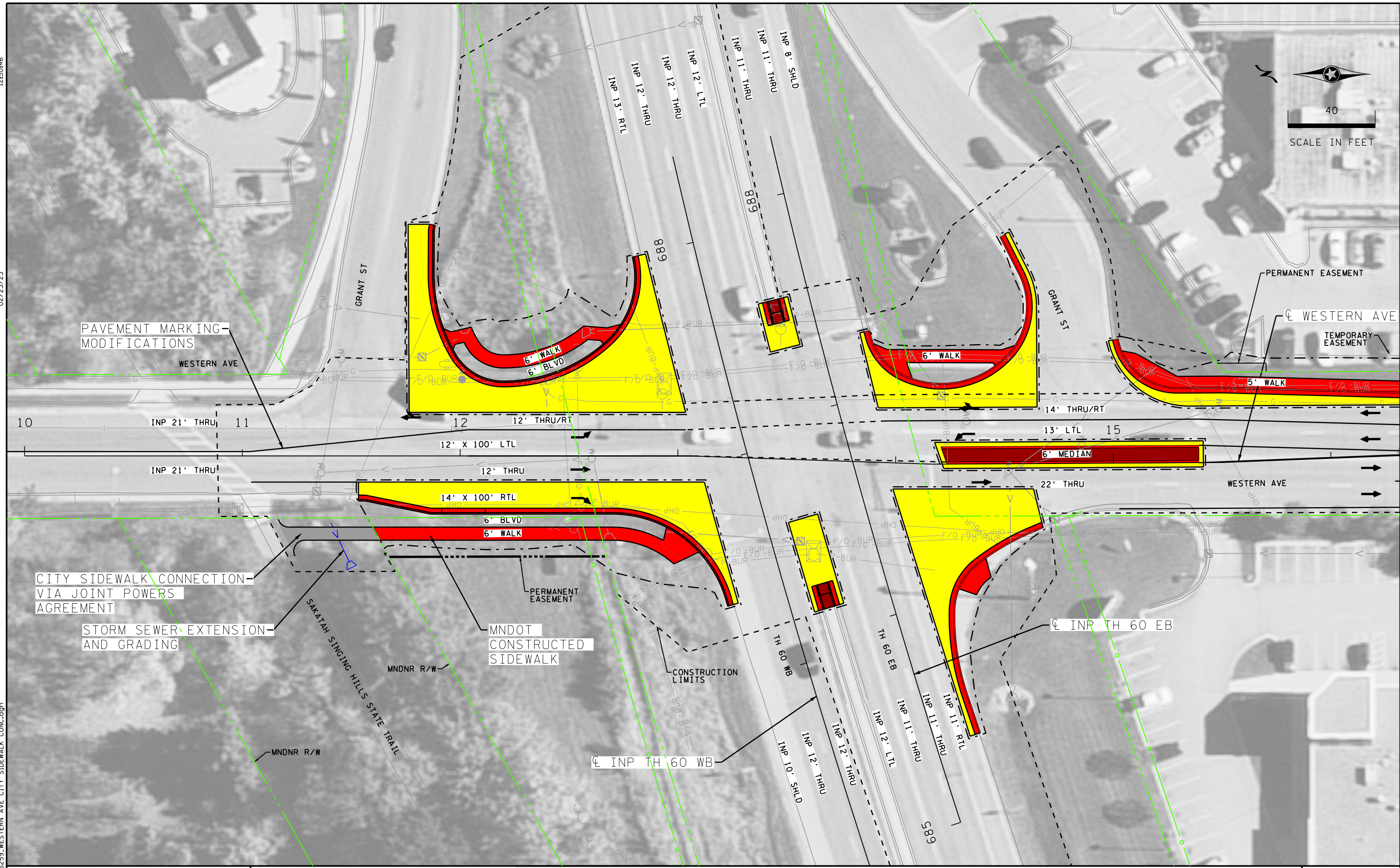
Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

DISTRICT #6
CD8826259.WESTERN AVE CITY SIDEWALK CONC.dgn
02/23/23
12:50:46



CITY SIDEWALK CONNECTION
VIA JOINT POWERS
AGREEMENT

STORM SEWER EXTENSION
AND GRADING

MNDOT
CONSTRUCTED
SIDEWALK

WESTERN AVE & TH 60 - PROPOSED IMPROVEMENTS

STATE PROJ. NO. 8826-259 (TH 999)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 28, 2023
SUBJECT: Approve Change Order No. 3 for Well House No. 5 Replacement

Background:

Attached is Change Order No. 3 for Well House No. 5 for \$7,062.00, which includes additional curb and duct work for the HVAC unit. The item has been reviewed by the Engineer, Contractor and staff and is recommended for approval.

The original contract for the project was \$531,000.00. The approval of Change Order No. 1 revised the contract to \$548,519.13. Approval of Change Order No. 2 revised the project schedule only and had no change to the contract price. Approval of Change Order No. 3 revises the contract to \$555,581.13 (+4.62%). Change Order No. 3 is the final change order for the project. Funding for the change order will be provided by the Water Fund (601).

Recommendation:

Approve Change Order No. 3 for Well House No. 5 Replacement

Attachments:

1. Change Order No.3 for Wellhouse No.5



Owner: City of Faribault, 208 1st Ave NW, Faribault, MN 55021	Date 07/05/22
Contractor: The Joseph Co Inc., P.O. Box 427, Austin, MN 55912	
Bond Company: Western Surety Company, 151 N Franklin Street, Chicago, IL 60606	

CHANGE ORDER NO. 3
Well No. 5 Re-Build
Faribault, Minnesota

Description of Work

The following items are deemed to be necessary to complete the project according to the intended design. In accordance with the terms of this Contract, the Contractor is hereby authorized and instructed to perform the work as altered by the following provisions.

Ref. No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
CR-8	HVAC Curb				
	Cost associated with the addition of a fabricated curb and ductwork fittings for the HVAC unit.				\$7,062.00
	Original Contract Amount				\$531,000.00
	Previous Change Orders				\$17,519.13
	This Change Order				\$7,062.00
	Revised Contract Amount (including this change order)				\$555,581.13

CHANGE IN CONTRACT TIME

Original Contract Dates

Substantial Completion 5/31/2022
Final Completion 6/30/2022

Revised Contract Dates

Substantial Completion 2/28/2023
Final Completion 3/24/2023

Recommended for Approval by:
SHORT ELLIOTT HENDRICKSON, INC.

McKenzie - Hunt

7/5/2022
Date

Approved by Owner:
CITY OF FARIBAULT

Date

Approved by Contractor:
The Joseph Co. Inc.

[Signature]

7/5/22
Date

cc: City of Faribault
The Joseph Co Inc.
Western Surety Company
SEH, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: February 28, 2023
SUBJECT: Resolution 2023-038 Order Improvements and Order Preparation of Plans and Specifications for 2023 Street Overlay and Sidewalk Improvements - City Contract 2023-02

Background:

The attached resolution orders the improvements for the proposed 2023 Street Overlay & Sidewalk Improvements project (Contract 2023-02) by curb and gutter replacement, concrete sidewalk replacement, storm sewer repair, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

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

The purpose of the hearing is to take public comment as part of the consideration by the Council in ordering the improvements. If the project is ordered, plans and specifications will be finalized and brought back to the Council for approval, along with the request for authorization to advertise for public bids.

Due to the popularity of virtual neighborhood meetings in the last few years, where property owners can view a presentation online at their leisure rather than having to come in for one specific time, another virtual

neighborhood meeting was held and people were encouraged to contact the City Engineer directly with any questions after viewing the virtual open house. Three comments were received addressing the following with staff responses in parenthesis:

- Sidewalk along 2nd Avenue from Tower Place to Wapacuta Park (This road is not identified for sidewalk in the City's adopted trail and sidewalk plan. The sidewalk could be added to the project scope but was not included in the project budget.)
- 4-way Stop Control at the Intersection of 2nd Avenue and Tower Place (This intersection will be reviewed in the spring/summer once traffic counters can be placed to determine if the intersection meets warrants for all-way stop control)
- Additional Pedestrian Ramps and Curb Cuts on 2nd Avenue SW for Bethlehem Academy (Staff reviewed these requests and, due to the existing grade differences between the sidewalk and the roadway, additional curb ramps can not be constructed and meet ADA requirements without significant reconstruction and regrading of the existing sidewalks. This level of improvement would generally be outside of the scope of this type of project but could be added if desired. This level of work was not included in the project budget.)

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

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

As detailed in the feasibility report, there are no special assessments proposed as part of this project as revenues for the street improvement fund are designated to come from the franchise fee increases. As such, a simple majority vote of the City Council is required to advance the improvements. Construction is scheduled to begin in May/June, with substantial completion by the end of August 2023.

Recommendation:

Approve Resolution 2023-038

Attachments:

Agenda Item: 6.A

1. Resolution 2023-038 Order Improvements and Order Preparation of Plans and Specifications
2. 2023-02 Location Map

CITY OF FARIBAULT

RESOLUTION #2023-038

ORDER IMPROVEMENTS AND ORDER PREPARATION OF PLANS AND SPECIFICATIONS FOR 2023 STREET OVERLAY AND SIDEWALK IMPROVEMENTS - CONTRACT 2023-02

WHEREAS, Resolution 2023-034, adopted on February 14, 2023, fixed a date for a Council hearing on the proposed 2023 Street Overlay & Sidewalk Improvements project (Contract 2023-02) by curb and gutter replacement, concrete sidewalk replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements:

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

WHEREAS, the total cost of the improvements is estimated to be \$1,117,350.00.

NOW, THEREFORE BE IT RESOLVED, that said improvements are necessary, cost-effective and feasible as detailed in the project feasibility report.

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

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

are hereby ordered as proposed in the Council Resolution adopted February 28, 2023.

ALSO, BE IT RESOLVED, that the City Engineer is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for making such improvements.

ALSO, BE IT RESOLVED, that the City Council declares its official intent to reimburse itself for the costs of the improvement from proceeds of a tax exempt bond.

Date Adopted: February 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: February 28, 2023
SUBJECT: Ordinance 2023-1 Approve a Zoning Text
Amendment to Permit K-12 Schools in Certain
Commercial Zoning Districts with a Conditional
Use Permit and Clarify Uses in Industrial Districts
(Second Reading)

Background:

On February 14, 2023, the City Council approved the first reading of Ordinance 2023-1, which approves a zoning text amendment related to schools in commercial and industrial districts. Since the first reading, the City received no public comments on the ordinance nor made any substantive changes related to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2023-1.

Attachments:

1. Ordinance 2023-1 Approve a Zoning Text Amendment to Permit K-12 Schools in Certain Commercial Zoning Districts with a Conditional Use Permit and Clar

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council also held a public meeting on February 28, 2023, to consider approval of the second reading of Ordinance 2023-1; and

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

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Hearing: February 6, 2023

First Reading: February 14, 2023

Second Reading: February 28, 2023

Publication: March 7, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: February 28, 2023
SUBJECT: Approve Summary Publication of Ordinance 2023-1

Background:

Ordinance 2023-1 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five or more affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2023-1.

Recommendation:

Approve the summary publication of Ordinance 2023-1.

Attachments:

1. Summary Publication of Ordinance 2023-1

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2023-1

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

On February 28, 2023, the Faribault City Council adopted Ordinance 2023-1, which approved a zoning text amendment to permit K-12 Schools in the C-2, Highway Commercial Zoning District and the C-3, Community Commercial Zoning District. The ordinance also clarifies school uses in industrial zoning districts. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: February 14, 2023
Second Reading: February 28, 2023
Publication: March 7, 2023



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: February 28, 2023
SUBJECT: Ordinance 2023-2 Rezone Property in the CLE
Addition Plat to R-1, Single-Family Residential
District and C-3, Community Commercial District
at 430 Western Avenue South (Second Reading)

Background:

On February 14, 2023, the City Council approved the first reading of Ordinance 2023-2, which rezones property at 430 Western Avenue South and 20700 Bagley Avenue. Since the first reading, the City received no public comments on the ordinance nor made any substantive changes related to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2023-2.

Attachments:

1. Ordinance 2023-2 Rezone Property in the CLE Addition Plat to R-1, Single-Family Residential District and C-3, Community Commercial District at 430 Wes

(Space Reserved for Recording)

**CITY OF FARIBAULT
ORDINANCE No. 2023-2**

**REZONE PROPERTY IN THE CLE ADDITION PLAT TO R-1, SINGLE FAMILY
RESIDENTIAL DISTRICT AND C-3, COMMUNITY COMMERCIAL ZONING DISTRICT AT
430 WESTERN AVENUE S**

WHEREAS, Barbara and Jay Valentyn, on behalf of the Barbara J. Valentyn Trust, (the "Applicant"), request approval of an application to rezone their property in the CLE Addition subdivision plat (the "Property"), legally described in Exhibit A, from TUD, Transitional Urban Development to R-1, Single Family Residential District for Lot 1, and to C-3 Community Commercial District for Lots 2 and 3 of the CLE Addition plat, located at 430 Western Avenue S; and

WHEREAS, the proposed rezoning application is submitted in association with the CLE Addition subdivision applications and variance application at the site; and

WHEREAS, the proposed rezoning application regarding Lot 1 applies to a fully developed property with an existing single-family dwelling to be zoned R-1, Single Family Residential; and

WHEREAS, the proposed rezoning application to C-3, Community Commercial District regarding Lot 3, applies to a vacant lot with no immediate plans for development; and

WHEREAS, City Staff reviewed the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on February 6, 2023, following proper notice, held a public hearing regarding the Applicant's requests; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended approval of the Applicant's request to rezone the Property to R-1 Single Family Residential District on Lot 1, and to C-3, Community Commercial District on Lots 2 and 3 of the CLE Addition subdivision plat, per the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

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

Finding: The City's Journey to 2040 Comprehensive Plan guides the Property for commercial/residential mixed-use. The proposed rezoning application includes commercial and residential designations consistent with the City's Land Use Plan.

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

Finding: The proposed rezoning benefits the public by changing the zoning designations on site to reflect the existing residential use of Lot 1 better conforming to established zoning requirements, and provide an opportunity to develop a vacant lot to its highest and best use consistent with the comprehensive plan, adjoining lots improving the City property tax base, and will not be of a sole benefit to the property owner.

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

Finding: The proposed rezoning application applies to an existing residential use of Lot 1 and a vacant commercial lot that will be zoned to match adjoining lots that already have C-3 zoning designations.

4. Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification,

where the amendment is to change the zoning classification of a particular property.

Finding: The application allows an existing single-family residential use to continue and provides for future commercial use of a vacant lot that currently adjoins lots with the same zoning as this proposal.

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

Finding: The current TUD zoning district designation was put in place at the time of the annexation of the subject site. The TUD designation is generally used from the time of annexation until the highest and best long-term use of the property can be determined. There is a need for additional commercial development sites in Faribault.

WHEREAS, the City Council conducted the first reading of this ordinance on February 14, 2023, and the second reading of this ordinance on February 28, 2023; and

WHEREAS, based on City Staff's report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council concurred with the findings of the Planning Commission as stated in the above recitals and made identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals and exhibits in this ordinance are incorporated into this ordinance, and, where applicable, constitute the City Council's findings.

Section 2. Rezoning the Subject Property. The Property is hereby rezoned from TUD Transitional Urban Development District to R-1, Single Family Residential District on Lot 1, Block 1 of CLE Addition, and to C-3, Community Commercial District on Lot 2 and Lot 3, Block 1 of CLE Addition as requested for property located at 430 Western Avenue S.

Section 3. Authorization to Execute Agreements. The Mayor and City Administrator are authorized and directed to execute and deliver any required

additional agreements, certificates, or other documents the City Attorney determines necessary to implement this ordinance.

Section 4. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 5. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter and the successful recording of the CLE Addition subdivision plat and related documents with Rice County. If the plat and related documents are not recorded within one year of the City Council's approval of this ordinance, this ordinance shall automatically be null and void

First Reading: February 14, 2023

Second Reading: February 28, 2023

Publication Date: March 7, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**EXHIBIT A:
LEGAL DESCRIPTION**

PROPERTY TO BE ZONED R-1, SINGLE FAMILY RESIDENTIAL DISTRICT

Lots 1, Block 1, CLE Addition, City of Faribault, Rice County, Minnesota

PROPERTY TO BE ZONED C-3, COMMUNITY COMMERCIAL DISTRICT

Lot 2, Block 1, CLE Addition, City of Faribault, Rice County, Minnesota

Lot 3, Block 1, CLE Addition, City of Faribault, Rice County, Minnesota



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: February 28, 2023
SUBJECT: Approve Summary Publication of Ordinance 2023-2

Background:

Ordinance 2023-2 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five or more affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2023-2.

Recommendation:

Approve the summary publication of Ordinance 2023-2.

Attachments:

1. Summary Publication of Ordinance 2023-2

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2023-2

REZONE PROPERTY IN THE CLE ADDITION PLAT TO R-1, SINGLE FAMILY RESIDENTIAL DISTRICT AND C-3, COMMUNITY COMMERCIAL ZONING DISTRICT AT 430 WESTERN AVENUE S

On February 28, 2023, the Faribault City Council adopted Ordinance 2023-2, which rezones Lot 1 of the CLE Addition plat at 430 Western Avenue South to R-1, Single Family Residential, and rezones Lot 2 and Lot 3 of CLE Addition plat to C-3, Community Commercial. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: February 14, 2023
Second Reading: February 28, 2023
Publication: March 7, 2023



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 28, 2023
SUBJECT: Ordinance 2023-3 Amending Chapter 7 of the Faribault City Code of Ordinances (Second Reading)

Background:

At the February 14, 2023 City Council meeting, the Council approved amendments to Chapter 7 of the City of Faribault Code of Ordinances. Since its first reading, no changes have been made to the ordinance and no public comments were received.

Recommendation:

Approve Ordinance 2022-3 Amending Chapter 7 of the Faribault City Code of Ordinances on second reading

Attachments:

1. Ordinance 2023-3 Amending Chapter 7 of the Faribault City Code of Ordinances

**CITY OF FARIBAULT
ORDINANCE 2023-3**

AMENDING CHAPTER 7 OF THE FARIBAULT CITY CODE OF ORDINANCES

THE CITY OF FARIBAULT ORDAINS that the City Code of Ordinances shall be amended by the deletion of the ~~stricken~~ language and the addition of the underlined language as follows:

Section 1. Chapter 7, Article I, Sec. 7-1 is amended as follows:

Sec. 7-1. Codes adopted by reference.

The Minnesota State Building Code, as adopted by the commissioner of labor and industry pursuant to Minnesota Statutes chapter 326B, including all of the amendments, rules and regulations established, adopted and published from time to time by the Minnesota Commissioner of Labor and Industry, through the building codes and standards unit (the "building code"), is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this ~~ordnance~~ordinance. The Minnesota State Building Code is hereby incorporated in this chapter as if fully set out herein.

Section 2. Chapter 7, Article I, Sec. 7-2 is amended as follows:

Sec. 7-2. Application, Administration and Enforcement.

The application, administration, and enforcement of the building code shall be in accordance with Minnesota State Building Code. The building code shall be enforced within the extraterritorial limits permitted by Minnesota Statutes, Section 326B.121, Subd. 2(d), when so established by this chapter.

The building code enforcement agency of the city is called the ~~community and economic development~~fire and code services department - building code division. The building code shall be enforced by the Minnesota Certified Building Official designated by the city to administer the building code in accordance with Minnesota Statutes, Section 326B.133, Subdivision 1.

Section 3. Chapter 7, Article IV, Sec. 7-28 thru 7-29 is amended as follows:

Sec. 7-28. Application to the board of appeals.

If applicant requests determination on the suitability of alternative materials, methods of construction, or the reasonable interpretation of codes, he or she shall submit written notice of intent to appeal to the ~~community and economic development~~fire and code services director (fire chief) within thirty (30) calendar days of receipt of all decisions and findings of the building

official, on the prescribed forms, detailing in writing and fully explaining the basis for the appeal.

Sec. 7-29. Appeals Process.

The appeals hearing must occur within ten (10) working days from the date that a properly completed application is received by the ~~community and economic development~~fire and code services director (fire chief). If an appeals hearing is not held within this time, the applicant may appeal directly to the state building code appeals board. The appeals board shall render a decision in writing within five (5) business days of the appeals hearing.

Section 4. Chapter 7, Article V, Sec. 7-31, is amended as follows:

The ~~community and economic development~~fire and code services director (fire chief) or a designee shall render all decisions and findings in writing to the applicant.

Section 5. Chapter 7, Article VII, Sec. 7-67, is amended as follows:

Sec. 7-67. Application, administration and enforcement.

The application, administration and enforcement of the Minnesota Electrical Code shall be in accordance with the Minnesota Electrical Act. The Code shall be enforced in accordance with Minnesota Statutes, Sections 326B.081 through 326B.085, within incorporated limits of the city and the extraterritorial limits permitted by law. The City of Faribault's ~~Community and Economic Development~~Fire and Code Services Department - Building Code Division shall administer the Minnesota Electrical Act and shall be the enforcing agency. The Minnesota Electrical Code shall be enforced by the city's electrical inspector who shall be appointed by the city council to administer the Code.

Section 6. This ordinance shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: February 14, 2023

Second Reading: February 28, 2023

Publication Date: March 4, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2023-3

AMENDING CHAPTER 7 OF THE FARIBAULT CITY CODE OF ORDINANCES

On February 28, 2023, the Faribault City Council approved Ordinance 2023-3, which amends Chapter 7, of the City Code of Ordinances regarding building and building regulations. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: February 14, 2023
Second Reading: February 28, 2023
Publication: March 4, 2023

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
1 MONTHS ENDING January 31, 2023
8.33%



GENERAL FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Taxes	\$ 9,098,397	\$ 9,656,552	\$ -	0.00%
Permit & Licenses	694,499	730,281	44,394	6.08%
Intergovernmental Revenue	8,575,680	7,311,762	54,900	0.75%
Charges for Services	887,729	1,601,335	37,406	2.34%
Fines & Forfeits	124,095	128,000	2,691	2.10%
Miscellaneous Revenue	(103,756)	179,290	141,125	78.71%
Total	\$ 19,276,644	\$ 19,607,220	\$ 280,517	1.43%
Expenditures				
Council	\$ 446,000	\$ 408,342	\$ 47,950	11.74%
City Administration	292,869	312,160	19,715	6.32%
Elections	38,080	1,810	-	0.00%
Finance Administration	438,440	475,645	35,105	7.38%
Information Services	219,919	234,864	11,194	4.77%
Legal Services	239,449	277,230	26,068	9.40%
Personnel Administration	319,215	350,251	28,606	8.17%
Planning & Zoning	458,817	502,987	20,501	4.08%
City Hall Maintenance	178,977	170,882	6,677	3.91%
Police Administration	1,125,188	1,156,523	78,274	6.77%
Criminal Investigation	1,061,693	1,144,780	55,696	4.87%
Uniform Patrol	3,268,412	3,571,124	286,917	8.03%
Police Records	350,176	338,079	19,638	5.81%
Fire Administration	287,423	304,448	15,299	5.03%
Fire Suppression	1,469,012	1,487,043	81,630	5.49%
Code Enforcement -Inspection	574,803	593,686	26,532	4.47%
Emergency Management	5,678	6,050	-	0.00%
Community Services	239,983	324,106	11,587	3.58%
Public Works Administration	105,223	119,778	26,848	22.41%
Street Maintenance Projects	1,527,925	1,524,032	64,392	4.23%
Ice & Snow Removal	142,688	125,000	10,155	8.12%
Equipment Maintenance	317,087	285,430	17,723	6.21%
Street Lighting	301,624	314,500	-	0.00%
Traffic Signs & Signals	46,090	44,410	-	0.00%
Engineering	587,182	632,817	84,736	13.39%
Community Center Administration	658,107	689,631	38,708	5.61%
Community Center Building	587,333	605,931	24,853	4.10%
Aquatic Center	369,672	362,922	3,074	0.85%
Washington Center	73,664	72,504	2,139	2.95%
Soccer Complex	35,468	31,681	-	0.00%
Adult Programs	160,860	165,484	7,601	4.59%
Youth Programs	121,068	151,161	7,162	4.74%
Parks	1,097,815	1,194,189	45,399	3.80%
Library	1,173,856	1,315,842	84,102	6.39%
Miscellaneous Unallocated	166,311	303,208	-	0.00%
Mass Transit	-	10,000	-	0.00%
Total	\$ 18,486,108	\$ 19,608,530	\$ 1,188,278	6.06%
	790,536	(1,310)	(907,762)	
* transfer to capital funds				
YTD Fund Balance Increase (Decrease)	790,536			

WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 4,090,632	\$ 4,034,661	\$ 335,004	8.30%
Miscellaneous Revenue	(128,349)	117,700	89,161	75.75%
Other Sources	1,263,230	-	-	
Total	\$ 5,225,514	\$ 4,152,361	\$ 424,166	10.22%
Expenses				
Personnel Services	\$ 550,003	\$ 576,707	\$ 43,243	7.50%
Supplies	457,577	376,750	17,719	4.70%
Other Services & Charges	763,217	717,718	35,189	4.90%
Capital Outlay	2,867,406	5,890,089	-	0.00%
Debt Service	87,783	589,216	-	0.00%
Other Uses	90,000	90,000	7,500	8.33%
Total	\$ 4,815,985	\$ 8,240,480	\$ 103,650	1.26%
YTD Fund Balance Increase (Decrease)	409,529	(4,088,119)	320,515	
Depreciation		(1,100,000)	(91,667)	
YTD Fund Balance Increase (Decrease) with depreciation	409,529		228,849	

SEWER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 6,596,479	\$ 6,653,691	\$ 252,619	3.80%
Fines & Forfeits	15,540	-	1,500	
Miscellaneous Revenue	(520,957)	218,000	181,814	83.40%
Other Sources	21,268	-	-	
Total	\$ 6,112,331	\$ 6,871,691	\$ 435,934	6.34%
Expenses				
Sewer Collection				
Personnel Services	\$ 503,438	\$ 533,411	\$ 31,868	5.97%
Supplies	68,318	70,775	344	0.49%
Other Services & Charges	167,939	302,509	5,355	1.77%
Capital Outlay	163,052	3,488,206	-	0.00%
Other Uses	105,000	105,000	8,750	8.33%
Water Reclamation Plant				
Personnel Services	972,684	1,002,809	67,456	6.73%
Supplies	349,889	411,200	17,938	4.36%
Other Services & Charges	1,139,185	1,200,556	7,777	0.65%
Capital Outlay	141,444	387,429	-	0.00%
Debt Service	261,899	1,496,944	-	0.00%
Other Uses	105,000	105,000	8,750	8.33%
Total	\$ 3,977,850	\$ 9,103,839	\$ 148,238	1.63%
YTD Fund Balance Increase (Decrease)	2,134,481	(2,232,148)	287,695	
Depreciation		(1,725,000)	(143,750)	
YTD Fund Balance Increase (Decrease) with depreciation	2,134,481		143,945	

STORM WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 1,393,460	\$ 1,467,909	\$ 129,224	8.80%
Miscellaneous Revenue	(175,946)	73,167	47,219	64.54%
Intergovernmental	-	-	-	0.00%
Total	\$ 1,217,515	\$ 1,541,076	\$ 176,444	11.45%
Expenses				
Personnel Services	\$ 229,984	\$ 258,281	\$ 16,339	6.33%
Supplies	26,016	37,400	-	0.00%
Other Services & Charges	165,175	211,738	6,959	3.29%
Capital Outlay	28,676	3,116,200	-	0.00%
Other Uses	-	-	-	
Total	\$ 449,852	\$ 3,623,619	\$ 23,298	0.64%
YTD Fund Balance Increase (Decrease)	767,663	(2,082,543)	153,146	
Depreciation		(330,000)	(27,500)	
YTD Fund Balance Increase (Decrease) with depreciation	767,663		125,646	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
1 MONTHS ENDING January 31, 2023
8.33%



CASH AND INVESTMENTS					
101	General Fund	10,447,363			Average interest Rate
	Fire Insurance Escrow	698	Wells Fargo	404,414	0.00%
210	Charitable Gambling Board	57,813	4M Fund	513,116	4.19%
211	City Rental Property Mgmt	93,849	State Bank of Faribault	3,414,303	4.51%
215	Public Safety Programs	42,889	Citizens Community Federal	4,961,957	4.58%
217	Library Estate Donation	2,953,076	RBC	34,316,883	1.75%
225	Airport	334,143	Oppenheimer	6,929,499	1.78%
240	Community Development	51,268		<u>\$ 50,540,172</u>	
241	Public Housing	120,778			
	Security Deposits Escrow	22,364			
243	Industrial Development Loan	260,392			
244	Rental Housing Rehabilitation	192,567	Petty cash (on hand)	985	
247	SCDP Revolving Loans	367,784	Escrow Accounts	37,555	4.58%
248	Federal MIF Loans	638,175		<u>\$ 38,540</u>	
249	Minnesota Investment Fund	14,341			
254	CRV Rehabilitation Program	58,237			
263-272	TIF Districts	126,653			
280	Faribault HRA	983,333			
290	Economic Development Authority	1,156,358	TOTAL CASH	<u>\$ 50,578,712</u>	
292	EDA Revolving Fund	403,668			
344-349	Debt Service Funds	1,959,608			
401	Street Improvement Projects	1,726,196			
404	Park Land Dedication	526,032			
431	Capital Replacement Fund	2,038,694			
437	Public Facility Projects	85,655			
601	Water Fund	7,535,708			
602	Sewer Fund	12,739,157			
603	Storm Water Fund	3,990,871			
704	Worker's Compensation	289,478			
705	Property Liability Reserve	176,408			
873	Roberds Lake Sewer District	9,726			
897	Elderly Housing Corporation	470,637			
898	Robinwood Manor	690,300			
	Escrow Account	14,493			
	Total	<u>\$ 50,578,712</u>			