



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, APRIL 25, 2023

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions**
 - A. Arbor Day Proclamation
 - B. Pollinator Month Proclamation
- 3. Approve minutes of April 11, 2023 City Council Meeting**
 - A. April 11, 2023 City Council Meeting Minutes
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve Annual State of Minnesota Department of Human Services Work Contract
 - C. Resolution 2023-083 Approve Memorial Day Parade Street Closures and Use of Central Park
 - D. Resolution 2023-084 Approve Heritage Celebration Events, Parking Restrictions and Street Closures
 - E. Resolution 2023-085 Approve 2023 Massage Therapist License
 - F. Approve Quote to Purchase and Install Playground Equipment at Bluebird Park
 - G. Resolution 2023-086 Approve Appointment of Board and Commission Member
 - H. Approve Memorandum of Understanding with ABM for Preliminary Assessment of Facilities
 - I. Approve Agreement for Services with ISG for City Hall Renovations
 - J. Resolution 2023-088 Accept Donations to the City of Faribault
 - K. Approve Agricultural Land Lease
 - L. Approve Limited Use Agreement for an Outdoor Patio at 306-310 Central Avenue
 - M. Resolution 2023-089 Approve Street Closure for the Signature Bar & Grill Anniversary Celebration
 - N. Resolution 2023-090 Approve Hiring Economic Development Coordinator
- 5. Requests to be Heard**
- 6. Public Hearings – None**
- 7. Items for Discussion**
 - A. Resolution 2023-087 Order Improvements, Approve Plans and Specifications and Establish Bid Date for 2023 Lyndale Avenue Trail Project - Contract 2021-05
 - B. Ordinance 2023-8 Amending Chapter 19 of the City Code of Ordinances regarding Mobile Food Units (Food Trucks) (First Reading)
- 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.

Office of the Mayor City of Faribault Proclamation

WHEREAS, Arbor Day provides people in Minnesota the opportunity to celebrate the importance of trees and forests to our economy, culture, history, and future of the state; and

WHEREAS, Trees are of great value as they provide clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs while capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and

WHEREAS, Properly planting and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of diseases, insects, and other stressors such as climate change and providing long-term community and environmental benefits; and

WHEREAS, Minnesota is at Risk to lose one billion ash trees due to emerald ash borer, potentially increasing CO2 emissions and flooding; and

WHEREAS, Thoughtfully choosing, planting and caring for a diverse mix of trees now supports resilient communities into the future; and

WHEREAS, Our local Community is beautiful, but in order to stay that way it needs local assistance; and

WHEREAS, We encourage everyone to clean up their yards and nearby public spaces when possible.

NOW, THEREFORE, I, Kevin Voracek, Mayor of the City of Faribault, do hereby proclaim Saturday, May 6, 2023, as:

Arbor Day & Beautification Day in the City of Faribault

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

Mayor

Date

April 25, 2023

Office of the Mayor City of Faribault Proclamation

***WHEREAS**, Pollinator species such as birds, bees, bugs and other insects are essential partners for farmers in producing much of our food supply; and*

***WHEREAS**, Pollination plays a vital role in the health of our trees and plants of our community, enhancing our quality of life and creating recreational and economic development opportunities; and*

***WHEREAS**, the city of Faribault has managed our urban landscape and public lands that include many municipal parks and greenways, as well as wildlife habitats; and*

***WHEREAS**, in 2017 Faribault passed a pollinator friendly city resolution which led to the City's recognition in 2019 by the Pollinator Friendly Alliance of Minnesota; and*

***WHEREAS**, the City has partnered with G.R.O.W.S (Gardeners Reaching Out with Service) local gardening group to provide educational opportunities and encourage citizens to plant pollinator friendly species*

***NOW, THEREFORE**, I, Kevin Voracek, Mayor of the City of Faribault, do hereby proclaim the month of May 2023, as:*

Faribault Pollinator Month

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

Mayor

Date

April 25, 2023



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, APRIL 11, 2023

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 p.m. 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, City Clerk Heather Slechta, Parks and Recreation Director Paul Peanasky, City Engineer Mark DuChene, Public Works Director Travis Block, Human Resources Director Kevin Bushard, Finance Director Jeanne Schmuck, Community & Economic Development Director David Wanberg and Police Chief John Sherwin.

Presentations/Introductions

Police Chief John Sherwin introduced Police Officer Nolan Vikla to the Council and his badge was pinned by one of the Rice County Deputy's.

Mayor Voracek presented the Poppy Days Proclamation to Jeanette Hammond. The Auxiliary will be distributing poppies on May 17th and 18th.

Mayor Voracek presented National Library Week Proclamation to members of the Library Advisory Board and Friends of the Library. There will be an open house on April 26th from 6:00-7:30 p.m.

Approve minutes of the March 28, 2023 City Council Meeting

Motion by van Sluis, seconded by Spooner to approve the March 28, 2023 City Council Meeting Minutes and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2023-068 Approve Street Closures for Mental Health Awareness Walk
- C. Resolution 2023-069 Accept Donations to the City of Faribault
- D. Approve Use of City View Park for the American Radio Relay League Field Day
- E. Approve Use of Teepee Tonka Park for Car Show
- F. Resolution 2023-070 Renumber Approved Resolutions Related to F2F, Inc. MIF and JCF Applications
- G. Resolution 2023-073 Rescind Resolution 2023-026 Regarding a Conditional Use Permit for a K-12 School at 201 Lyndale Avenue
- H. Resolution 2023-077 Support of HF1285 to Remove the Income Restrictions for TIF in Nonmetropolitan Counties of Minnesota
- I. Resolution 2023-079 Approve Hiring Water Sewer Operator
- J. Accept Quote for Fuel System Repair
- K. Resolution 2023-080 Support of SF 3087/HF 2560 Amendments for Appropriation

Request for the Purpose of Creating a Study and Plan of a Regional Transit Management Organization for Southeastern Minnesota

- L. Resolution 2023-081 Approve Public Purpose Expenditure and Purchasing Policy
- M. Accept Quote for Sanitary Sewer Main Repairs
- N. Approve Application and Permit for a 1 to 4 Day Temporary On-Sale Liquor License
- O. Approve Deviation from the Utility Billing Policy

Motion by Spooner, seconded by Caron to approve Consent Agenda A-O and carried unanimously.

Requests to be Heard – None

Public Hearings

Resolution 2023-075 Order Improvements and Order Preparation of Plans and Specifications for 2023 MSA Street Overlay Improvements - City Contract 2023-03

City Engineer Mark DuChene stated that Resolution 2023-075 orders the improvements for the proposed 2023 MSA Street Overlay improvements project - Contract 2023-03, 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:

14th Street NW (2nd Avenue NW to Central Avenue)
2nd Avenue NW (4th Street NW to 14th Street NW)

DuChene stated that the purpose of the hearing was to take public comment as part of the consideration by the Council in ordering the improvements. DuChene stated that if the project was 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, a virtual neighborhood meeting was held and people were encouraged to contact the City Engineer directly with any questions after viewing the virtual open house. Only one property owner contacted the City Engineer with questions about project timing and coordination of private improvements.

It is estimated that the total cost of the improvements will be \$1,520,000.00 including engineering fees and contingencies. The City was also awarded \$600,000 from the LRIP for the 2nd Avenue portion of the project.

MSA Funds	\$ 861,000.00
LRIP Grant	\$ 600,000.00
Water Utility Fund	\$ 21,000.00
Sanitary Sewer Utility Fund	\$ 38,000.00
Total	\$ 1,520,000.00

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. Construction is scheduled to begin in July, after Heritage Days, with substantial completion by the end of August 2023.

Councilor van Sluis asked how traffic will be routed during the construction, DuChene stated that there will be little interruption of traffic during the project.

Motion by van Sluis, seconded by Thiele to open the public hearing and carried unanimously. The public hearing was opened at 6:18 p.m.

No comments were received from the public.

Motion by Spooner, seconded by Doumbouya to close the public hearing and carried unanimously. The public hearing was closed at 6:19 p.m.

Motion by van Sluis, seconded by Doumbouya to approve Resolution 2023-075 Order Improvements and Order Preparation of Plans and Specifications for 2023 MSA Street Overlay Improvements - City Contract 2023-03 and carried unanimously.

Resolution 2023-082 Authorizing the Issuance, Sale, and Delivery of Multifamily Housing Revenue Obligations for the Benefit of Greenwood MDG Limited Partnership; Approving a Housing Program; and Authorizing the Execution and Delivery of Documents Related Thereto

Finance Director Jeanne Schmuck explained that Greenwood MDG Limited Partnership, a Minnesota limited partnership proposed to acquire, rehabilitate, and equip a 51-unit existing multifamily housing development and facilities functionally related and subordinate thereto located at 901 Greenwood Place, Faribault, Minnesota, for occupancy by individuals and families of low and moderate income-the "Project". In order to finance the Project, Greenwood MDG Limited Partnership requested that the City of Faribault issue several series of tax-exempt and taxable conduit revenue obligations, "Obligations", in an estimated principal amount not to exceed \$10,408,100.

The Obligations will be considered "housing bonds" issued pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act"). Pursuant to Section 462C.04, subdivision 2 of the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the City Council is required to conduct a public hearing on the issuance of the Obligations. Following the public hearing, the City Council will be asked to consider Resolution 2023-082, which provides final approval for the issuance of the Obligations, adopts a housing program required under Section 462C.04, subdivision 2 of the Act, and authorizes the execution of loan documents and related documents.

Red Stone A7 II LLC has agreed to act as underwriter for a portion of the Obligations (the "Bonds"), and the Bonds will be issued under an Indenture of Trust between the City and U.S. Bank Trust Company, National Association (the "Bond Trustee"). The remainder of the Obligations (the "Notes") will be purchased by Legacy Bonds LLC (the "Note Lender"). Greenwood MDG Limited Partnership repayment obligations with respect to the Notes are expected by the parties to be subordinate to Greenwood MDG Limited Partnership repayment obligations with respect to the Bonds. Separate financing documents have been prepared for the Bonds and for the Notes. However, the City, Greenwood MDG Limited Partnership, the Bond Trustee, and the Note Lender will all execute one Regulatory Agreement to ensure the Greenwood MDG Limited Partnership's compliance with certain federal and state requirements applicable to the Project.

The Obligations will be secured solely by the revenues derived from the loan agreements to be executed by the City and Greenwood MDG Limited Partnership and from other security provided by Greenwood MDG Limited Partnership, including promissory notes, mortgages, guaranties, and

a pledge of tax credit equity. The Obligations will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City, other than the interests of the City in the Loan Agreements, and will not be secured by any taxing power of the City. The Obligations will not be subject to any debt limitation imposed on the City, and the issuance of the Obligations will not have any adverse impact on the credit rating of the City, even in the event that Greenwood MDG Limited Partnership encounters financial difficulties with respect to the Project.

The Obligations have received an allocation of bonding authority from the State of Minnesota in the amount of \$5,908,100 pursuant to the requirements of Section 146 of the Code. The maximum principal amount of the Obligations to be issued on a tax-exempt basis may not exceed \$5,908,100, Tax-Exempt Obligations. The Tax-Exempt Obligations will be “private activity bonds” within the meaning of Section 141(a) of the Code but will be “exempt facility bonds” the net proceeds of which are to be used to provide a “qualified residential rental project” within the meaning of Sections 142(a)(7) and 143(d) of the Code and will not affect the City’s ability to designate up to \$10,000,000 in tax-exempt bonds as “qualified tax-exempt obligations” for calendar year 2023.

Greenwood MDG Limited Partnership will agree to pay the out-of-pocket expenses of the City with respect to this transaction as well as the City’s administrative fee.

Motion by Spooner, seconded by Thiele to open the public hearing and carried unanimously. The public hearing was opened at 6:21 p.m.

There were no comments received from the public.

Motion by van Sluis, seconded by Doumbouya to close the public hearing and carried unanimously. The public hearing closed at 6:21 p.m.

Motion by Spooner, seconded by Caron to approve Resolution 2023-082 Authorizing the Issuance, Sale, and Delivery of Multifamily Housing Revenue Obligations for the Benefit of Greenwood MDG Limited Partnership; Approving a Housing Program; and Authorizing the Execution and Delivery of Documents Related Thereto and carried unanimously.

Items for Discussion

Resolution 2023-074 Approve a Conditional Use Permit for a K-12 Charter School at 128 8th Avenue NW

Community and Economic Development Director David Wanberg stated that on February 14, 2023, the City approved a conditional use permit for Surad Academy Charter School at Faribo Town Square. The Surad Academy Charter School is now requesting a new conditional use permit to locate the charter school at 128 8th Avenue NW, rather than Faribo Town Square. The subject property was most recently used as an educational facility.

Surad Academy plans to start with 15 staff members and K-4 classes. The school intends to grow one class per year through 12th grade, at which time they may have 25 staff members and up to 250 students at full enrollment. The Applicant intends to lease 13,275 SF of space, or about 2/3 of the building. An existing daycare center in the north 1/3 of the building will remain for the time being.

Normal school hours will be 8:00 am to 3:00 p.m., with after-school programming ending around 6:00 p.m. The school will have a partially fenced activity/play area west of the existing building.

The main building entrance will be on the south side of the building.

The Planning Commission held a public hearing on March 20, 2023, to consider the request. The Commission discussed the proposed student pick-up and drop-off plan. The Commission expressed concern over pedestrian and car traffic on 9th Avenue, especially in light of the property's proximity to the high school, which has similar operating hours. A neighboring business owner expressed concern about the traffic on 9th Avenue and the proposed charter school driveway at 9th Avenue. A neighboring resident asked that the City place "no parking" signs near the 8th Avenue NW alley. By a 5-0 vote, the Planning Commission continued the public hearing and asked Surad Academy to complete a traffic study.

The Commission resumed the public hearing on April 3, 2023. Surad Academy presented two additional alternative plans for vehicular circulation. They preferred a plan where vehicles enter and exit from 8th Avenue only. However, the Commission preferred an alternative plan where vehicles enter the site from 8th Avenue NW and exit the site via a proposed right-out exit onto 9th Avenue NW.

No one from the public attended the public hearing. By a 4-1 vote, the Planning Commission recommended approval of the requested conditional use permit with the condition that the site provides a right-out exit onto 9th Avenue NW. The commissioner that voted "no" expressed concern that Surad Academy did not conduct a detailed traffic study and that City Staff did not send out additional notices to the neighborhood regarding resuming the public hearing on April 3. However, the City Engineer noted that the proposed use did not warrant a traffic study.

Councilor van Sluis asked why there were traffic concerns, Wanberg stated that he was not aware of any issues in the past; van Sluis stated that he did not foresee any issue with traffic. Councilor Spooner asked if the applicant had any issues with the right turn only onto 9th Avenue, Wanberg stated that it was the DRC and staff's recommendation that there be a right-out exit onto 9th Avenue NW.

Motion by Spooner, seconded by van Sluis to approve Resolution 2023-074 Approve a Conditional Use Permit for a K-12 Charter School at 128 8th Avenue NW and carried unanimously.

Ordinance 2023-7 Rezone PID # 18.31.2.51.088 to C-2, Highway Commercial District at 128 8th Avenue NW (Second Reading) and Approve Summary Publication of Ordinance 2023-7

Community and Economic Development Director David Wanberg stated that on March 28, 2023, the City Council approved the first reading of Ordinance 2023-7, which rezones the west parcel at 128 8th Avenue NW (PID # 18.31.2.51.088) from I-2, Heavy Industrial District to C-2, Highway Commercial District. Since the first reading of the ordinance, the City received no public comments or made substantive changes to the ordinance.

Motion by Doumbouya, seconded by Thiele to approve Ordinance 2023-7 Rezone PID # 18.31.2.51.088 to C-2, Highway Commercial District at 128 8th Avenue NW (Second Reading)

Roll Call Vote:

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

Nay:

Motion carried 6:0

Motion by Caron, seconded by van Sluis to Approve Summary Publication of Ordinance 2023-7

and carried unanimously.

Bids

Resolution 2023-076 Accept Bids for 2023 Street Overlays and Sidewalk Improvements - Contract 2023-02

City Engineer Mark DuChene explained that on Wednesday, April 5, 2023, bids were received for the 2023 Street Overlay & Sidewalk Improvements project - Contract 2023-02, including curb and gutter replacement, concrete sidewalk replacement & construction, storm sewer repairs, casting adjustment/ replacement, pavement milling, bituminous paving, pavement markings, and related improvements.

The streets included in this project are as follows:

1st Street SW	(4th Avenue SW to 9th Avenue SW)
2nd Avenue NW	(1st Street NW to Division Street)
2nd Avenue SW	(Division Street to Wapacuta Park)
3rd Avenue NW	(12th Street NW to 14th Street NW)
3rd Street SW	(4th Avenue SW to 6th Avenue SW)
8th Avenue NW	(7th Street NW to 9th Street NW)
8th Street NW	(6th Avenue NW to 8th Avenue NW)
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 bids were tabulated as follows:

Bituminous Materials LLC., Faribault, MN	\$ 737,676.76
BCM Construction, Inc., Faribault, MN	\$ 772,943.07
Crane Creek Asphalt, Faribault, MN	\$ 777,818.16
Ims Contracting, LLC, Dodge Center, MN	\$ 874,899.00
Engineer's Estimate	\$ 864,048.75

Based on the low bidder's prices, the estimated funding for the project is as follows (includes contingencies and engineering fees):

Street Improvement Fund	\$ 740,330.00
Water Utility Fund	\$ 8,655.00
Sewer Utility Fund	\$ 32,070.00
Storm Water Utility Fund	\$ 67,275.00
Total	\$ 848,330.00

DuChene recommended to award to the low bidder, Bituminous Materials, Inc. Construction on the project is scheduled to begin in June and be substantially completed by the end of August 2023.

Motion by van Sluis, seconded by Thiele to approve Resolution 2023-076 Accept Bids for 2023 Street Overlays and Sidewalk Improvements - Contract 2023-02 and carried unanimously.

Resolution 2023-078 Accept Bids for 2023 Miscellaneous Concrete (City Wide) - Contract 2023-01

City Engineer Mark DuChene stated that bids were received for Contract 2023-01, 2023 Miscellaneous Concrete Work (City Wide) on Wednesday, April 5, 2023. The bids received were tabulated as follows:

Healy Construction	\$79,125.00
Legends Concrete	\$99,660.00

Financing for the project comes from the Street Improvement Projects Fund. The amount of work actually completed under this contract varies widely from year to year. The Street Improvement Fund is then reimbursed from various other City funds based on the specific work performed.

Minor work in the public right-of-way is also done at the request of private parties via petition and waiver agreements for assessment of the work back to the private party.

Motion by Thiele, seconded by Caron to approve Resolution 2023-078 Accept Bids for 2023 Miscellaneous Concrete (City Wide) - Contract 2023-01 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

Mayor Voracek stated that Parks and Recreation Director Paul Peanasky received the Paul Harris Award from the Rotary.

City Administrator Murray informed the Council that the City compost will be opening on April 19 at 1:00 p.m.

Mayor Voracek asked about contractors being called about water heater permits, Murray will look into this.

Adjournment

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

The meeting was adjourned at 6:39 p.m.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: April 25, 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 \$893,865.58, which includes check numbers 177801 to 177898 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. 04-25-2023 Council AP List

AP
AP Council Approval 04-25-2023



User: astadler
Printed: 4/21/2023 11:00:25 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	ABM Equipment LLC	101-43121-430-42210	444.86	Propane Valve - Street #318
	ABM Equipment LLC		444.86	
177812	Alex Air Apparatus Inc	101-42220-420-42410	3,605.00	18" Valor PPV GX200 Honda Engine
	Alex Air Apparatus Inc		3,605.00	
177813	Amazon Capital Services	101-45140-450-42110	139.62	Washington Camp Supplies & Office Supplies
177813	Amazon Capital Services	101-45122-450-42110	111.90	First Aid Supplies-Community Center
177813	Amazon Capital Services	101-45125-450-42110	111.90	First Aid Supplies-Aquatic Center
177813	Amazon Capital Services	101-45122-450-42160	339.21	Pool Chemical Testing Reagents
177813	Amazon Capital Services	101-45140-450-42110	111.91	First Aid Supplies-Youth Programs
177813	Amazon Capital Services	101-45500-450-42190	35.98	Books
177813	Amazon Capital Services	101-45500-450-42190	53.99	Books
177813	Amazon Capital Services	101-45500-450-42190	80.78	Books
177813	Amazon Capital Services	101-43170-430-42110	170.00	Formula Guide for Paint Colors
177813	Amazon Capital Services	602-49480-000-42110	53.91	Limit Switch
177813	Amazon Capital Services	101-42110-420-42110	25.58	Lazy Susan Organizers for Breakroom
177813	Amazon Capital Services	101-45500-450-42010	44.60	Thermal Laminating Roll Film
177813	Amazon Capital Services	101-42121-420-42410	46.13	EMT Shears/Tourniquet & Pouch /Medical Bag/Shears Pouch
177813	Amazon Capital Services	101-45500-450-43130	22.98	5 Gal Bucket for Adventure Kit
177813	Amazon Capital Services	101-42110-420-42410	44.56	EMT Shears/Tourniquet & Pouch /Medical Bag/Shears Pouch
177813	Amazon Capital Services	101-42123-420-42410	65.90	EMT Shears/Tourniquet & Pouch /Medical Bag/Shears Pouch
177813	Amazon Capital Services	101-42700-420-42410	71.49	EMT Shears/Tourniquet & Pouch /Medical Bag/Shears Pouch
177813	Amazon Capital Services	101-42121-420-42410	61.51	Digital Voice Recorder
177813	Amazon Capital Services	101-45500-450-43130	20.48	Stickers for Bike to the Library
177813	Amazon Capital Services	101-45140-450-42110	161.46	Track Supplies-Stopwatches
177813	Amazon Capital Services	101-45122-450-42194	361.95	Summer Ball Peter Smith Supplies
177813	Amazon Capital Services	101-45140-450-42110	30.47	Washington Camp - Floor Marking Tape
177813	Amazon Capital Services	101-43170-430-42110	43.52	Wide Format Paper
177813	Amazon Capital Services	101-45500-450-42190	60.68	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Amazon Capital Services		2,270.51	
177814	American Red Cross	101-45130-450-42110	84.00	Red Cross Review Certifications
177814	American Red Cross	101-45122-450-43140	42.00	Staff Certification Renewal
	American Red Cross		126.00	
0	Angle Spencer	101-42123-420-43310	60.00	Lunch Per Diem / FTO Basic Training
	Angle Spencer		60.00	
0	APG Media of Southern Minnesota LLC	401-43121-430-44050	195.75	Miscellaneous Concrete 2023-01 Bid Ad
0	APG Media of Southern Minnesota LLC	477-43121-430-45302	212.76	Street Overlay 2023-02 Bid Ad
	APG Media of Southern Minnesota LLC		408.51	
177815	Applied Concepts, Inc	215-42123-420-42410	3,250.00	Radar Unit (\$1500 Will be Reimbursed from TZD Grant)
	Applied Concepts, Inc		3,250.00	
177816	Arms Unlimited Inc	101-42121-420-42410	4,039.00	Red Dot LED Sights/Witness Mounts (7)
177816	Arms Unlimited Inc	101-42123-420-42410	1,731.00	Red Dot LED Sights/Witness Mounts (3)
177816	Arms Unlimited Inc	101-42110-420-42410	1,154.00	Red Dot LED Sights/Witness Mounts (2)
	Arms Unlimited Inc		6,924.00	
0	Arrow Electric LLC	603-49500-000-42230	29.12	Repair Vehicle Storage Area/Building & Parking Lot Lights
0	Arrow Electric LLC	241-46330-461-44010	818.82	Electrical Repair 1808 Shumway Ave & 900B Spring Rd
0	Arrow Electric LLC	101-43121-430-42230	1,967.59	Repair Vehicle Storage Area/Building & Parking Lot Lights
0	Arrow Electric LLC	602-49450-000-42230	204.77	Repair Vehicle Storage Area/Building & Parking Lot Lights
0	Arrow Electric LLC	101-45200-450-44010	239.37	Photo Eye-White Sands Trail Head Electric Repairs
0	Arrow Electric LLC	101-45200-450-44045	217.16	Jefferson South Hockey Rink Electric Repairs
0	Arrow Electric LLC	101-43160-430-44045	11,944.33	Replacement Light Poles
0	Arrow Electric LLC	101-45200-450-44010	762.56	Alexander Park Concession Restroom Repair Lights/Sensor
0	Arrow Electric LLC	601-49430-000-42230	204.77	Repair Vehicle Storage Area/Building & Parking Lot Lights
0	Arrow Electric LLC	101-42110-420-44010	514.81	Converted Fluorescent Fixtures to LED
0	Arrow Electric LLC	101-43160-430-44045	240.03	Light Pole Repair Central Ave
	Arrow Electric LLC		17,143.33	
0	Associated Graphic Arts Inc	101-42110-420-42110	114.50	6 Point Star Decal

Check Numb	Last Name	Acct 1	Amount	Description
	Associated Graphic Arts Inc		114.50	
0	Auto Value Parts Store	101-43121-430-42210	197.99	Battery - Street #117
0	Auto Value Parts Store	101-43121-430-42210	-18.00	Battery Core - Street #117
	Auto Value Parts Store		179.99	
177817	Baker & Taylor Entertainment	101-45500-450-42190	427.06	Books
177817	Baker & Taylor Entertainment	101-45500-450-42190	159.52	Books
177817	Baker & Taylor Entertainment	101-45500-450-42190	523.55	Books
177817	Baker & Taylor Entertainment	101-45500-450-42190	178.66	Books
177817	Baker & Taylor Entertainment	101-45500-450-42190	9.06	Books
177817	Baker & Taylor Entertainment	101-45500-450-42190	194.60	Books
177817	Baker & Taylor Entertainment	101-45500-450-42190	87.19	Books
177817	Baker & Taylor Entertainment	101-45500-450-42190	66.93	Books
	Baker & Taylor Entertainment		1,646.57	
177818	Berg Orville	601-00000-000-20200	29.14	Refund Check 006603-000, 1072 Mitchell Dr
	Berg Orville		29.14	
0	BHE Renewables	602-49480-000-43810	9,347.50	Solar Energy February
	BHE Renewables		9,347.50	
0	Border States Industries Inc	602-49480-000-42210	163.98	Garage Door Switch
	Border States Industries Inc		163.98	
177819	Brownells Inc	101-42123-420-42110	60.47	Pipe Cleaners - Cleaning Pads
	Brownells Inc		60.47	
177820	Broyhill Manufacturing Co The	101-45200-450-42210	88.68	Garbage Truck Parts
	Broyhill Manufacturing Co The		88.68	
0	Bug Busters Inc	241-46330-461-44050	50.50	Removal of Wasp Nest-1323 7 St NW
	Bug Busters Inc		50.50	

Check Numb	Last Name	Acct 1	Amount	Description
177821	Bussert Karen M	101-45200-450-43090	54.00	Embroider Logo & Name on Jackets
	Bussert Karen M		54.00	
177801	c/o Teledoc Inc Healthiest You	101-00000-000-21707	870.00	Healthiest You - April 2023
	c/o Teledoc Inc Healthiest You		870.00	
177822	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
177822	Canon Financial Services Inc	603-49500-000-44160	1.63	PW Copier Rent 4/1-4/30
177822	Canon Financial Services Inc	240-46210-460-44160	224.41	3rd Floor Copier
177822	Canon Financial Services Inc	602-49450-000-44160	11.46	PW Copier Rent 4/1-4/30
177822	Canon Financial Services Inc	101-43121-430-44160	110.14	PW Copier Rent 4/1-4/30
177822	Canon Financial Services Inc	101-42220-420-44160	68.46	Copier Contract Charges 04/01/2023 to 04/30/2023
177822	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Rentals
177822	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Charges 04/01/2023-04/30/2023
177822	Canon Financial Services Inc	601-49430-000-44160	11.46	PW Copier Rent 4/1-4/30
	Canon Financial Services Inc		1,020.95	
177823	Carlson Dettmann Consulting LLC	101-41800-410-43090	550.00	Classification Reviews - Rec Super/Communications Mgr
	Carlson Dettmann Consulting LLC		550.00	
177810	CenturyLink	225-49810-430-43210	61.88	507-334-7494 946 Airport
177810	CenturyLink	902-00000-000-23935	-318.40	507 Z01-0018 863 Monthly Phone Bill
177810	CenturyLink	101-42210-420-43210	132.76	507-334-0486 496
177810	CenturyLink	101-41940-410-43210	325.00	City Hall - April
177810	CenturyLink	101-41940-410-43210	61.88	507-334-8409 948
177810	CenturyLink	902-00000-000-23935	318.40	507 Z01-0018 863 Monthly Phone Bill
177810	CenturyLink	225-49810-430-43210	61.88	507-334-3495 952 Airport
177824	CenturyLink	902-00000-000-23935	-577.15	Monthly Service 04/13/2023-05/12/2023
177824	CenturyLink	101-41940-410-43210	298.88	507-332-2400 019
177824	CenturyLink	902-00000-000-23935	577.15	Monthly Service 04/13/2023-05/12/2023
177824	CenturyLink	101-45500-450-43210	50.49	507 334-0138 069 Elevator Phone
177824	CenturyLink	601-49430-000-43210	86.02	507-332-9045 313 Sensus Back-up Dialer
177824	CenturyLink	225-49810-430-43210	70.88	507-334-2850 219
177824	CenturyLink	602-49450-000-43210	70.88	507-334-0586 787
	CenturyLink		1,220.55	
0	Cintas Corporation	101-43121-430-44060	-68.78	Laundry PWP - Credit for Duplicate Payment
0	Cintas Corporation	898-46310-000-44010	19.74	Monthly Mat Cleaning and Filling of Soap

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	101-43121-430-44060	26.53	Uniform Cleaning Streets
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	601-49430-000-44060	18.39	Uniform Cleaning Water
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-42230	46.21	Disposable Towels
0	Cintas Corporation	101-43126-430-44060	40.47	Laundry - Shop Towels and Mop Heads
0	Cintas Corporation	602-49480-000-44060	32.68	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-43121-430-44060	26.55	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels/Floor Mats
0	Cintas Corporation	602-49480-000-44060	32.68	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	601-49430-000-44060	18.39	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	24.40	Laundry - Shop Towels
Cintas Corporation			396.39	
177802	City of Faribault	101-00000-000-11500	41.67	PR Batch 00507.04.2023 Miscellaneous
177825	City of Faribault	241-46330-461-43820	13.81	005090-026 1526 Western Ave
177825	City of Faribault	602-49480-000-43820	1,603.13	005003-019 214 14 St NE
177825	City of Faribault	241-46330-461-43820	13.81	005090-000 910 1 St SW
177825	City of Faribault	241-46330-461-43820	13.95	005090-176 1814 Shumway Ave
177825	City of Faribault	241-46330-461-43850	10.25	005090-176 1814 Shumway Ave
177825	City of Faribault	241-46330-461-43860	7.48	005090-175 1225 2 St NW
177825	City of Faribault	211-46310-460-43850	36.89	005003-000 16 1 St SE
177825	City of Faribault	241-46330-461-43850	10.32	005090-175 1225 2 St NW
177825	City of Faribault	225-49810-430-43820	18.20	005003-004 3401 Hwy 21 W
177825	City of Faribault	101-45127-450-43820	24.81	005003-043 705 17 St SW
177825	City of Faribault	225-49810-430-43820	13.81	005003-005 Airport Terminal
177825	City of Faribault	241-46330-461-43820	13.99	005090-175 1225 2 St NW
177825	City of Faribault	225-49810-430-43850	10.00	005003-005 Airport Terminal
177825	City of Faribault	241-46330-461-43860	5.24	005090-173 900 Spring Rd Apt B
177825	City of Faribault	241-46330-461-43860	50.34	005090-026 1526 Western Ave
177825	City of Faribault	241-46330-461-43850	10.00	005090-173 900 Spring Rd Apt B
177825	City of Faribault	211-46310-460-43860	7.48	005003-000 16 1 St SE
177825	City of Faribault	898-46310-000-43860	88.56	014197-000 1324 Prairie Ave
177825	City of Faribault	241-46330-461-43820	13.81	005090-173 900 Spring Rd Apt B
177825	City of Faribault	898-46310-000-43820	164.49	014197-000 1324 Prairie Ave

Check Numb	Last Name	Acct 1	Amount	Description
177825	City of Faribault	898-46310-000-43850	259.46	014197-000 1324 Prairie Ave
177825	City of Faribault	241-46330-461-43820	13.81	005090-003 1528 Western Ave
177825	City of Faribault	101-45127-450-43850	10.00	005003-043 705 17 St SW
177825	City of Faribault	602-49480-000-43820	2,268.48	005003-023 214 14 St NE
177825	City of Faribault	225-49810-430-43850	15.36	005003-004 3401 Hwy 21 W
177825	City of Faribault	241-46330-461-43820	13.81	005090-004 1818 Shumway Ave
177825	City of Faribault	241-46330-461-43860	27.15	005090-007 1806 Shumway Ave
177825	City of Faribault	211-46310-460-43820	28.49	005003-000 16 1 St SE
177825	City of Faribault	602-49480-000-43860	256.94	005003-019 214 14 St NE
177825	City of Faribault	101-45127-450-43860	41.36	005003-043 705 17 St SW
177825	City of Faribault	101-45127-450-43820	28.31	005003-030 705 17 St SW-Irrigation
177825	City of Faribault	601-49430-000-43850	32.96	005003-032 812 8 Ave NW (New Water Plant)
177825	City of Faribault	225-49810-430-43860	311.77	005003-004 3401 Hwy 21 W
177825	City of Faribault	241-46330-461-43860	25.06	005090-000 910 1 St SW
177825	City of Faribault	602-49480-000-43820	13.81	005003-022 214 14 St NE
177825	City of Faribault	902-00000-000-23935	-5,532.38	Water/Sewer - March
177825	City of Faribault	241-46330-461-43820	13.81	005090-006 1810 Shumway Ave
177825	City of Faribault	241-46330-461-43820	13.81	005090-016 1814 Shumway Ave
177825	City of Faribault	241-46330-461-43820	13.81	005090-007 1806 Shumway Ave
177825	City of Faribault	241-46330-461-43820	13.81	005090-001 920 1 St SW
177825	City of Faribault	902-00000-000-23935	5,532.38	Water/Sewer-March
177825	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - March
177825	City of Faribault	873-49499-000-43850	3,190.96	Roberds Lake SIU Bill - March
	City of Faribault		9,359.01	
177803	Colonial Life	101-00000-000-21711	80.00	PR Batch 00507.04.2023 Short Term Disability
	Colonial Life		80.00	
177826	COMMUNITY COOP OIL ASSN	401-43121-430-44370	194.63	Franchise Fee Rebate 1831426140
	COMMUNITY COOP OIL ASSN		194.63	
177827	Community Co-op Oil Assn	101-45200-450-42220	176.00	Tires
177827	Community Co-op Oil Assn	101-00000-000-15520	11,130.00	Diesel Fuel
177827	Community Co-op Oil Assn	101-00000-000-15520	12,825.00	Unleaded Fuel
177827	Community Co-op Oil Assn	101-43121-430-42110	4.01	Gas For Blowers
177827	Community Co-op Oil Assn	101-43126-430-42110	28.50	Propane Refill - Shop #113
177827	Community Co-op Oil Assn	101-42220-420-42120	70.00	Fuel
177827	Community Co-op Oil Assn	101-42220-420-42120	13.92	Fuel

Check Numb	Last Name	Acct 1	Amount	Description
	Community Co-op Oil Assn		24,247.43	
0	Continental Research Corporation	101-45200-450-42110	1,029.89	Graffiti/industrial/Cleaning Supplies
0	Continental Research Corporation	101-45200-450-42110	259.18	Wasp Spray
	Continental Research Corporation		1,289.07	
177828	Core & Main LP	601-49430-000-42110	941.70	Water Testing Supplies WTP
	Core & Main LP		941.70	
177829	Cox Brendan	240-46210-460-43130	600.00	Website Hosting for Faribault Historical Website
	Cox Brendan		600.00	
0	Culligan	101-42110-420-42230	369.45	Water - Solar Salt
0	Culligan	101-45500-450-44160	40.50	Drinking Water Equip Rental
	Culligan		409.95	
0	Dakota Supply Group	601-49430-000-42110	551.45	Watermain Valve Box Supplies
0	Dakota Supply Group	601-49430-000-42110	531.44	Meter Box Covers
0	Dakota Supply Group	601-49430-000-42110	53.22	Hydrant Grease
	Dakota Supply Group		1,136.11	
177830	Dalco	601-49430-000-42230	24.39	Floor Gloss/Disinfectant Spray/Stain Remover/Vacuum Bags/Foam So
177830	Dalco	101-45122-450-42110	95.51	Microfiber Towels
177830	Dalco	602-49450-000-42230	24.39	Floor Gloss/Disinfectant Spray/Stain Remover/Vacuum Bags/Foam So
177830	Dalco	101-43121-430-42230	234.32	Floor Gloss/Disinfectant Spray/Stain Remover/Vacuum Bags/Foam So
177830	Dalco	603-49500-000-42230	3.46	Floor Gloss/Disinfectant Spray/Stain Remover/Vacuum Bags/Foam So
	Dalco		382.07	
177831	Diamond Vogel, Inc.	101-43121-430-42240	2,326.25	White Paint
	Diamond Vogel, Inc.		2,326.25	
177832	DocuSign Inc	101-41320-410-43095	3,260.00	DocuSign Contract - 2023
	DocuSign Inc		3,260.00	

Check Num	Last Name	Acct 1	Amount	Description
177833	Donohue & Associates Inc	602-49480-000-43030	5,693.95	Engineering for Master Planning
	Donohue & Associates Inc		5,693.95	
0	Eckberg Lammers PC	101-41610-410-43045	13,034.00	Monthly Retainer Fee
	Eckberg Lammers PC		13,034.00	
0	Electric Pump Inc	602-49450-000-44040	422.75	Service Call for Pump Repair
	Electric Pump Inc		422.75	
0	Empower Retirement-HCSP	101-00000-000-21720	1,607.58	PR Batch 00507.04.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		1,607.58	
177834	Environmental Equipment & Service	101-43121-430-42210	784.00	Suction Tube/Urethane/Solenoid - Street #317
	Environmental Equipment & Service		784.00	
177835	Fareway Stores Inc #126	101-41940-410-42110	74.11	Coffee Bowls/Plates/Paper Towels
	Fareway Stores Inc #126		74.11	
177836	Faribault Ace Hardware	101-42220-420-42110	7.20	Fasteners
177836	Faribault Ace Hardware	101-45200-450-42110	12.13	Spray Paint
177836	Faribault Ace Hardware	101-43121-430-42210	8.40	Allen Head Bolts - Street #115
177836	Faribault Ace Hardware	602-49480-000-42110	15.98	Concrete Mix
177836	Faribault Ace Hardware	602-49480-000-42110	15.98	Concrete Mix
177836	Faribault Ace Hardware	601-49430-000-42110	16.80	Fasteners
177836	Faribault Ace Hardware	101-45200-450-42110	26.97	J-Hooks/Plumbing Straps
177836	Faribault Ace Hardware	601-49430-000-42410	26.95	Cutting Pliers
177836	Faribault Ace Hardware	101-41940-410-42110	1.34	Thread Seal Tape
177836	Faribault Ace Hardware	101-45122-450-42230	9.31	PVC Tubing - Clamp - Hose
177836	Faribault Ace Hardware	601-49430-000-42110	30.58	Plumbing Fitting Supplies
177836	Faribault Ace Hardware	601-49430-000-42110	124.21	Plumbing Pipe and Supplies
177836	Faribault Ace Hardware	101-42220-420-42110	11.98	Propane Cylinders
	Faribault Ace Hardware		307.83	
0	Faribault Fleet Supply Inc	101-45200-450-42110	10.99	Spray Paint
0	Faribault Fleet Supply Inc	101-42220-420-42410	559.99	Backpack Blower-Grass Fire Equipment
0	Faribault Fleet Supply Inc	101-43121-430-42210	2.34	Plastic Bushings - Street #317

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	101-45200-450-42110	20.89	Spray Paint
0	Faribault Fleet Supply Inc	101-45200-450-42410	32.60	Pliers Set/Screwdriver/Utility Knife
0	Faribault Fleet Supply Inc	602-49450-000-42210	16.14	Pressure Gauge Unit 7
0	Faribault Fleet Supply Inc	101-43126-430-42110	26.99	Extendable Pole
0	Faribault Fleet Supply Inc	101-43160-430-42110	23.47	Threadlocker & Socket
0	Faribault Fleet Supply Inc	101-43160-430-42110	17.98	Threadlocker Blue
0	Faribault Fleet Supply Inc	602-49450-000-42410	27.76	Rubber Mallet/Wire Brush/Screwdriver/Socket
0	Faribault Fleet Supply Inc	101-45200-450-42110	11.99	4 Way Stem Key
0	Faribault Fleet Supply Inc	602-49450-000-42110	37.95	Clevis Hook and Wire Brushes
0	Faribault Fleet Supply Inc	101-42110-420-42110	31.98	Propane
0	Faribault Fleet Supply Inc	101-43121-430-42110	25.99	Gas Can
0	Faribault Fleet Supply Inc	601-49430-000-42110	118.70	Plumbing Fittings and Supplies
	Faribault Fleet Supply Inc		965.76	
177837	Faribault Interiors	898-46310-000-44050	2,150.00	Unit Turnover -- New Flooring #223
	Faribault Interiors		2,150.00	
177838	FARIBAULT INVESTMENTS LLC	401-43121-430-44370	214.50	Franchise Fee Rebate 1830451064
	FARIBAULT INVESTMENTS LLC		214.50	
177839	Faribault Post Office	603-49500-000-43220	1,176.48	Utility Bills - April
177839	Faribault Post Office	602-49480-000-43220	1,176.48	Utility Bills - April
177839	Faribault Post Office	601-49430-000-43220	1,176.48	Utility Bills - April
	Faribault Post Office		3,529.44	
0	Faribo Air Conditioning & Heating Inc	241-46330-461-44050	230.50	Cracked Furnace Pipe-Charge Tenant 725 Willow
	Faribo Air Conditioning & Heating Inc		230.50	
0	Fastenal Company	101-43121-430-42210	47.61	Nuts/Washers - Street #115
0	Fastenal Company	101-43121-430-42210	-73.45	Stainless Bolts/Nuts/Washers Credit - Street
0	Fastenal Company	602-49450-000-42410	306.69	Lifting Slings
0	Fastenal Company	601-49430-000-42410	136.66	Pipe Thread Dies
	Fastenal Company		417.51	
177840	FedEx	101-42400-420-43250	43.11	Shipping Fee

Check Numb	Last Name	Acct 1	Amount	Description
	FedEx		43.11	
177841	Ferguson Enterprises Inc. #1657	101-45200-450-42110	58.03	Water Closet Diaphragms
	Ferguson Enterprises Inc. #1657		58.03	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis - Cooler Rental
	Garlick Brothers LLC		40.00	
177842	GARY W POLZIN	401-43121-430-44370	94.50	Franchise Fee Rebate 1836403001
	GARY W POLZIN		94.50	
177843	Gilbertson Andrew	601-00000-000-20200	46.19	Refund Check 019002-001, 884 4 Ave SW
	Gilbertson Andrew		46.19	
177844	Glenn's Service LLC	101-42123-420-42120	35.61	Gas / #2
177844	Glenn's Service LLC	101-42121-420-43090	82.22	Tow '12 Chevy 3rd Ave to FPD Storage Facility
177844	Glenn's Service LLC	101-43121-430-43090	90.00	Tow Charge - Street #115
	Glenn's Service LLC		207.83	
177845	Groundworks Minnesota LLC	241-46330-461-44050	2,514.77	129481 Basement Repair for 1812 Shumway
	Groundworks Minnesota LLC		2,514.77	
0	Havelka Craig L	101-45122-450-44045	22.50	Recharge Fire Extinguisher
0	Havelka Craig L	101-43121-430-44045	231.00	Fire Extinguisher Testing/Fire Extinguishers/Bracket
0	Havelka Craig L	101-42110-420-44045	388.50	Fire Extinguisher Maintenance
0	Havelka Craig L	101-42220-420-43090	70.00	Fire Extinguisher Recharge
0	Havelka Craig L	603-49500-000-44045	3.42	Fire Extinguisher Testing/Fire Extinguishers/Bracket
0	Havelka Craig L	602-49450-000-44045	24.04	Fire Extinguisher Testing/Fire Extinguishers/Bracket
0	Havelka Craig L	101-43126-430-42210	411.50	Fire Extinguisher
0	Havelka Craig L	601-49430-000-44045	24.04	Fire Extinguisher Testing/Fire Extinguishers/Bracket
	Havelka Craig L		1,175.00	
0	Hawkins Inc	601-49430-000-42160	4,434.29	Fluoride and Sodium Silicate WTP
0	Hawkins Inc	101-45122-450-42160	517.78	Pool Chemicals
0	Hawkins Inc	602-49480-000-42160	11,840.85	Ferric Phos Removal

Check Numb	Last Name	Acct 1	Amount	Description
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine WTP
	Hawkins Inc		19,172.92	
0	HD Supply Facilities Maintenance	241-46330-461-42110	668.59	Light Fixture/LED Bulbs/Ballast/Flourescent Light Fixture
	HD Supply Facilities Maintenance		668.59	
177846	Hillyard Hutchinson	101-42110-420-42230	616.60	Enmotion Towels - TP
177846	Hillyard Hutchinson	101-45122-450-42110	1,525.15	Soap/Paper Towels/Toilet Tissue
177846	Hillyard Hutchinson	101-45500-450-42110	307.20	Toilet Tissue
	Hillyard Hutchinson		2,448.95	
0	Holm Jacob	101-42123-420-43310	60.00	Lunch Per Diem - FTO Basic Training
	Holm Jacob		60.00	
177847	Hy-Vee - Accounts Receivable	601-49430-000-42110	24.72	Dry Ice
	Hy-Vee - Accounts Receivable		24.72	
0	I & S Group Inc	437-41940-410-43090	3,876.25	Facilities Maintenance Study
0	I & S Group Inc	437-41940-410-45300	6,723.00	City Hall Remodel Professional Services
	I & S Group Inc		10,599.25	
177804	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00507.04.2023 IAFF Local 665
	IAFF Local 665		720.00	
177848	IKI Inc	101-45130-450-43131	44.00	Instruction for Instant Piano Class
	IKI Inc		44.00	
177849	Inamagua Manuel & Edith	101-43121-430-44450	115.00	Mailbox and Mailbox Post Reimbursement
	Inamagua Manuel & Edith		115.00	
0	Innovative Office Solutions LLC	101-41940-410-42110	55.78	Plastic Forks and Spoons City Hall
0	Innovative Office Solutions LLC	101-42110-420-42110	110.25	Salt and Pepper Shakers - Paper Plates
0	Innovative Office Solutions LLC	602-49450-000-42010	6.41	Paper/Sharpies/Sign Here Tabs
0	Innovative Office Solutions LLC	601-49430-000-42010	6.41	Paper/Sharpies/Sign Here Tabs

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-43121-430-42010	61.56	Paper/Sharpies/Sign Here Tabs
0	Innovative Office Solutions LLC	603-49500-000-42010	0.90	Paper/Sharpies/Sign Here Tabs
0	Innovative Office Solutions LLC	101-45110-450-42010	97.41	Paper Markers and Pens
0	Innovative Office Solutions LLC	101-45110-450-42010	22.45	Rack and Organizer Cube
	Innovative Office Solutions LLC		361.17	
0	Insty-Prints	101-42124-420-42030	146.21	Envelopes
	Insty-Prints		146.21	
0	Internal Revenue Service	101-00000-000-21703	16,567.61	PR Batch 00507.04.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	16,567.61	PR Batch 00507.04.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,078.64	PR Batch 00507.04.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	38,387.31	PR Batch 00507.04.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,078.64	PR Batch 00507.04.2023 Medicare Employer
	Internal Revenue Service		83,679.81	
0	Iowa Pump Works Inc	602-49450-000-45300	2,565.00	7th St Panel Upgrade Project
0	Iowa Pump Works Inc	602-49450-000-45300	28,713.75	7th St Liftstation Panel Upgrade
	Iowa Pump Works Inc		31,278.75	
177805	IUOE Local 70	101-00000-000-21708	2,057.00	PR Batch 00507.04.2023 Local 70 Union Dues
	IUOE Local 70		2,057.00	
0	J C Schultz Enterprises Inc	210-46100-410-44383	197.10	American Flags and POW/MIA
	J C Schultz Enterprises Inc		197.10	
177850	Jimoni Auto Inc	101-42121-420-42210	4,102.50	Topper / #1
	Jimoni Auto Inc		4,102.50	
0	JJD Companies LLC	101-43125-430-44160	7,540.00	Loader Rental
	JJD Companies LLC		7,540.00	
177851	Johnson Daniel and Leanne	601-00000-000-20200	43.42	Refund Check 024129-000, 1720 Highland Pl

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	Johnson Daniel and Leanne		43.42	
177852	KA VANG	401-43121-430-44370	80.00	Franchise Fee Rebate 1831426048
	KA VANG		80.00	
0	Kennedy & Graven, Chartered	101-41610-410-43040	281.45	FA105-00466 Pawn Minnesota LLC vs. Todd Nelson
0	Kennedy & Graven, Chartered	101-41610-410-43040	975.20	FA105-00473 2023 City Council Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,876.80	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	21.65	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	476-43121-430-45307	99.40	FA105-00477 Balchem Ponding/Drainage/Utility Easement Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	170.00	FA105-00100 TIF District (K-Mart Site)
0	Kennedy & Graven, Chartered	476-43121-430-45300	1,122.95	FA105-00478 Purchase of 422 Park Avenue NW
0	Kennedy & Graven, Chartered	101-41610-410-43040	404.80	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	238.15	FA105-00475 LaRoche Annexation Matter
0	Kennedy & Graven, Chartered	603-49500-000-45300	1,062.90	FA105-00479 Purchase Manz Property 18.31.4.75.002
0	Kennedy & Graven, Chartered	290-46500-462-43040	999.55	General Matters & Meetings Legal
0	Kennedy & Graven, Chartered	101-41610-410-43040	159.00	FA105-00476 Forest to Fork
0	Kennedy & Graven, Chartered	898-46310-000-43040	2,747.90	Robinwood Legal Services
0	Kennedy & Graven, Chartered	101-41610-410-43040	218.00	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	110.40	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	241-46330-461-43040	3,117.60	Public Housing Declaration of Trust
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,272.00	FA105-00445A Planning Matters for Farmer Seed & Nursery Redevelo
0	Kennedy & Graven, Chartered	280-46310-461-43040	2,116.00	HRA Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	55.20	FA105-00011 Public Works Department
0	Kennedy & Graven, Chartered	101-00000-000-22000	687.20	FA105-00472 Cedar Lake Electric/Valentyn Development
0	Kennedy & Graven, Chartered	225-49810-430-43040	202.40	FA105-00004 Faribault Municipal Airport
	Kennedy & Graven, Chartered		17,938.55	
177853	Kooyer Linda	603-00000-000-20200	3.38	Refund Check 011497-000, 408 Edgar Pl
177853	Kooyer Linda	601-00000-000-20200	0.28	Refund Check 011497-000, 408 Edgar Pl
177853	Kooyer Linda	601-00000-000-20200	54.08	Refund Check 011497-000, 408 Edgar Pl
177853	Kooyer Linda	602-00000-000-20200	4.52	Refund Check 011497-000, 408 Edgar Pl
	Kooyer Linda		62.26	
177854	Lamperts	241-46330-461-42110	518.70	General Supplies - All Public Housing Sites
	Lamperts		518.70	
177855	Larson Milo	101-42123-420-42030	91.53	NCR Forms

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177855	Larson Milo	101-45500-450-43130	639.56	Summer Reading Activity Logs
	Larson Milo		731.09	
177806	Law Enforcement Labor Services Inc	101-00000-000-21708	1,620.00	PR Batch 00507.04.2023 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,620.00	
177856	League of Minnesota Cities	101-41320-410-43140	225.00	LMC Conference - H Slechta
177856	League of Minnesota Cities	101-41110-410-43140	225.00	LMC Conference - K Voracek
	League of Minnesota Cities		450.00	
177857	League of Minnesota Cities Ins Trust	705-41950-000-44450	4,332.23	Claim GL252854 City Tractor/Trailer Collided with Claimant
	League of Minnesota Cities Ins Trust		4,332.23	
0	MacQueen Equipment LLC	603-49500-000-42210	1,008.47	Backup Camera
0	MacQueen Equipment LLC	602-49450-000-42210	520.56	Pressure Transmitter Unit 7
0	MacQueen Equipment LLC	602-49450-000-42410	69.70	Jet Nozzle
0	MacQueen Equipment LLC	602-49450-000-42410	3,483.85	Pressure Nozzles Vactor
0	MacQueen Equipment LLC	101-42220-420-42210	153.51	Air Pressure Gauge
0	MacQueen Equipment LLC	101-43121-430-42210	363.70	Gutter Broom Motor Weldment - Street #115
	MacQueen Equipment LLC		5,599.79	
0	Manke's Outdoor Eqt & Appliances	101-45200-450-42210	25.27	Air Filter Assembly/Chainsaw
	Manke's Outdoor Eqt & Appliances		25.27	
0	Marco Technologies LLC	101-42110-420-44045	14.83	Police Administration Print Fee
0	Marco Technologies LLC	101-41510-410-44045	96.92	Finance Print Fee
0	Marco Technologies LLC	101-41320-410-44045	30.02	Administration Print Fee
0	Marco Technologies LLC	101-45500-450-44045	39.22	Library Print Fee
0	Marco Technologies LLC	902-00000-000-23935	421.76	Marco Subscription
0	Marco Technologies LLC	240-46210-460-44045	30.02	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45200-450-44045	15.01	Parks Print Fee
0	Marco Technologies LLC	101-42124-420-44045	39.11	Police Records and Evid. Print Fee
0	Marco Technologies LLC	101-42123-420-44045	70.53	Police Patrol Print Fee
0	Marco Technologies LLC	101-43126-430-44045	15.01	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-43110-430-44045	15.01	Public Works Department Print Fee
0	Marco Technologies LLC	101-45126-450-44045	15.01	Washington Rec Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-421.76	Marco Main 1

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0	Marco Technologies LLC	101-45110-450-44045	15.01	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-41800-410-44045	26.06	HR Print Fee
	Marco Technologies LLC		421.76	
177858	Menards	101-45200-450-42410	554.17	New Push Mowers
177858	Menards	101-45200-450-42410	259.00	Push Mower
177858	Menards	101-45200-450-42410	-299.99	Lawn Mower Return
	Menards		513.18	
177859	MICHAEL A TOUSIGNANT	401-43121-430-44370	320.00	Franchise Fee Rebate 1830451065
177860	MICHAEL A TOUSIGNANT	401-43121-430-44370	320.00	Franchise Fee Rebate 1831126066
	MICHAEL A TOUSIGNANT		640.00	
177861	MICHAEL A TOUSIGNANT & D MORROW	401-43121-430-44370	80.00	Franchise Fee Rebate 1830451066
	MICHAEL A TOUSIGNANT & D MORROW		80.00	
0	Midwest Tape LLC	101-45500-450-42192	54.23	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	26.98	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	180.96	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
	Midwest Tape LLC		299.65	
177862	Miller Janet	601-00000-000-20200	35.51	Refund Check 009960-000, 304 20 St NW
	Miller Janet		35.51	
177863	Minnesota Ag Power Inc	101-43121-430-42210	25.82	Fuel Filter Seal Kit - Street #115
	Minnesota Ag Power Inc		25.82	
0	Minnesota Child Support Payment Center	101-00000-000-21716	669.95	PR Batch 00507.04.2023 Child Support
	Minnesota Child Support Payment Center		669.95	
177864	Minnesota Department of Labor & Industry	602-49480-000-44390	19.00	Electrical License C Schroht
177864	Minnesota Department of Labor & Industry	602-49480-000-44390	19.00	Electrical License S McDowell

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Department of Labor & Industry		38.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,090.91	PR Batch 00507.04.2023 State Income Tax
	Minnesota Department of Revenue		17,090.91	
177865	Minnesota Pollution Control Agency	101-43121-430-43140	23.00	Tom Judd Wastewater Certification Renewal
	Minnesota Pollution Control Agency		23.00	
177807	Minnesota Public Employees Association	101-00000-000-21708	78.00	PR Batch 00507.04.2023 Police Support Services
	Minnesota Public Employees Association		78.00	
177866	Minnesota Rural Water Association	601-49430-000-43140	150.00	Hydrant Repair Training-S McDermott
177866	Minnesota Rural Water Association	601-49430-000-43140	150.00	Hydrant Repair Training-K Struck
	Minnesota Rural Water Association		300.00	
177808	Minnesota Teamsters Local 320	101-00000-000-21708	718.20	PR Batch 00507.04.2023 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		718.20	
177867	Minnesota Trucking Association	101-43126-430-42030	38.95	MN DOT Forms - Shop
	Minnesota Trucking Association		38.95	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	429.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	495.22	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,594.12	
177868	Miracle Recreation Equipment Co	404-45200-450-45300	71,612.89	Wapacuta Playground Equipment
	Miracle Recreation Equipment Co		71,612.89	
177809	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00507.04.2023 Mission Square

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	Mission Square 303492		50.00	
177811	MLEEA	101-42123-420-43130	5,850.00	Explorer Conference: 2 Advisors and 8 Explorers
	MLEEA		5,850.00	
177869	MN BCA Criminal Justice Training & Education Unit	101-42121-420-43140	125.00	Search Warrants Class / Matt S
177869	MN BCA Criminal Justice Training & Education Unit	101-42121-420-43140	375.00	Crime Scene Course / Matt S
	MN BCA Criminal Justice Training & Education Unit		500.00	
177870	MNHomeSpot Inc	601-00000-000-20200	31.29	Refund Check 025613-000, 502 11 St SW
	MNHomeSpot Inc		31.29	
0	Money Movers Inc	101-45110-450-43090	13.75	Insurance Reimbursement Maintenance Fee
	Money Movers Inc		13.75	
177871	Monsido Inc	101-41350-410-43095	2,916.67	Software-Website Monitoring to Improve Accessibility
	Monsido Inc		2,916.67	
0	Motor Parts & Equipment Corp	602-49450-000-42410	25.98	Impact Socket
0	Motor Parts & Equipment Corp	101-45200-450-42130	22.47	Gear Oil
0	Motor Parts & Equipment Corp	101-42123-420-42210	54.98	Windshield Wipers / #17
0	Motor Parts & Equipment Corp	101-43121-430-42210	93.98	Actuators - Street #317
0	Motor Parts & Equipment Corp	240-46210-460-42210	25.28	Wiper Blades for 2019 Nissan Leaf
0	Motor Parts & Equipment Corp	101-43121-430-42210	3.99	Wire Wheel - Street #317
0	Motor Parts & Equipment Corp	101-45200-450-42210	27.78	Battery Cable
0	Motor Parts & Equipment Corp	101-45200-450-42210	202.10	Battery Parks #78
0	Motor Parts & Equipment Corp	101-43121-430-42210	16.55	Fuel Filter - Street #101
0	Motor Parts & Equipment Corp	101-43126-430-42110	103.41	Floor Dry - Shop
0	Motor Parts & Equipment Corp	101-45200-450-42210	53.98	Support Bracket
0	Motor Parts & Equipment Corp	101-42220-420-42130	65.00	Oil #2120
0	Motor Parts & Equipment Corp	101-43121-430-42210	47.85	Generator Battery - Street #294
0	Motor Parts & Equipment Corp	101-45200-450-42130	12.35	Gear Oil
0	Motor Parts & Equipment Corp	101-43121-430-42210	49.49	Battery - Street #215
0	Motor Parts & Equipment Corp	101-42110-420-42210	59.50	Rotors / #20
0	Motor Parts & Equipment Corp	101-43126-430-42110	180.00	Deutsch Connector Kit
0	Motor Parts & Equipment Corp	101-42123-420-42210	24.14	Air Filters / #16
0	Motor Parts & Equipment Corp	101-43190-430-42210	11.29	Primer - Street #208

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0	Motor Parts & Equipment Corp	602-49480-000-42110	47.71	Anti-Freeze/V-Belt
0	Motor Parts & Equipment Corp	602-49480-000-42130	26.36	Oil/Spark Plug- Lawn Mower
	Motor Parts & Equipment Corp		1,154.19	
0	MTI Distributing Inc	101-45200-450-42210	106.09	Fuel/Water Separator
	MTI Distributing Inc		106.09	
177872	NCH Corporation	101-45500-450-42230	12,060.45	Glycol
	NCH Corporation		12,060.45	
177873	NICOLE V LARSON	401-43121-430-44370	80.00	Franchise Fee Rebate 1801151087
	NICOLE V LARSON		80.00	
0	Northern Safety Technology Inc	101-43121-430-42210	70.76	Strobe Replacement Bulbs - Street #294
	Northern Safety Technology Inc		70.76	
0	On Target A & M Inc	601-49430-000-43090	607.79	Utility Bills - April
0	On Target A & M Inc	602-49480-000-43090	607.79	Utility Bills - April
0	On Target A & M Inc	603-49500-000-43090	607.78	Utility Bills - April
	On Target A & M Inc		1,823.36	
0	Orchard Trust Company	101-00000-000-21706	10,646.00	PR Batch 00507.04.2023 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,657.00	PR Batch 00507.04.2023 Roth Deferred Compensation
	Orchard Trust Company		13,303.00	
0	Paape Companies Inc	101-45126-450-44010	905.05	Replaced HVAC Actuators
0	Paape Companies Inc	101-43121-430-44010	1,435.70	Bearing Replacement on Boiler
	Paape Companies Inc		2,340.75	
177874	Piller Properties LLC	601-00000-000-20200	34.37	Refund Check 019284-034, 1507 23 Ave NW
	Piller Properties LLC		34.37	
0	Plunkett's Pest Control	101-45122-450-44010	42.12	Pest Control

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	Plunkett's Pest Control		42.12	
0	Public Employees Retirement Association	101-00000-000-21705	20,012.29	PR Batch 00507.04.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,343.99	PR Batch 00507.04.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	19,075.71	PR Batch 00507.04.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	28,613.60	PR Batch 00507.04.2023 PERA Police & Fire
	Public Employees Retirement Association		85,045.59	
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	
177875	R.A.W. Construction LLC	476-43121-430-45304	10,159.83	(2022-04) 2022 MSA Street Reconstuction
177875	R.A.W. Construction LLC	898-46310-000-44010	150.00	Plowing and Shoveling
177875	R.A.W. Construction LLC	241-46330-461-44010	375.00	Plowing and Shoveling
	R.A.W. Construction LLC		10,684.83	
177876	Ramy Turf Products LLC	603-49500-000-42110	2,313.00	Seed and Erosion Control Blanket
	Ramy Turf Products LLC		2,313.00	
177877	RANDY R LEMKE	401-43121-430-44370	80.00	Franchise Fee Rebate 1831126129
	RANDY R LEMKE		80.00	
177878	Rey Lauren	601-00000-000-20200	47.15	Refund Check 023844-000, 1508 22 Ave NW
	Rey Lauren		47.15	
177879	Rice County	873-49499-000-44371	5,581.75	Roberds Lake Sewer Collected - March
	Rice County		5,581.75	
0	Rice County HRA	241-46330-461-43090	3,902.85	Admin Fee Per MOU With RCHRA - Monthly Charge
	Rice County HRA		3,902.85	
0	Rice County Property Tax & Elections	241-46330-461-44390	80.00	18.30.3.01.005 Property Taxes for 408 13th St NW
0	Rice County Property Tax & Elections	241-46330-461-44390	160.00	18.36.1.00.047 Property Taxes 519 Lincoln Ave

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0	Rice County Property Tax & Elections	241-46330-461-44390	40.00	18.30.3.01.004 404 13th St Property Taxes
0	Rice County Property Tax & Elections	241-46330-461-44390	240.00	18.01.4.00.006 Property Taxes 900 Spring Road
0	Rice County Property Tax & Elections	241-46330-461-44390	80.00	18.36.1.25.002 Property Taxes 1319 7th St NW
0	Rice County Property Tax & Elections	211-46310-460-44390	2,140.00	18.31.4.26.004 Property Taxes 16 1st St SE
0	Rice County Property Tax & Elections	241-46330-461-44390	240.00	18.36.4.02.003 Property Taxes for 910 1st St SW
0	Rice County Property Tax & Elections	601-49430-000-44390	701.00	Property Taxes 400 Western Ave 18.35.1.01.001
0	Rice County Property Tax & Elections	241-46330-461-44390	40.00	18.31.4.52.033 Property Taxes for 725 Willow
0	Rice County Property Tax & Elections	602-49450-000-44390	701.00	Property Taxes 400 Western Ave 18.35.1.01.001
0	Rice County Property Tax & Elections	241-46330-461-44390	240.00	18.26.1.76.001 1534 Western Avenue Property Taxes
0	Rice County Property Tax & Elections	225-49810-430-44390	3,718.00	Airport Property Taxes PID 18.14.3.00.901
0	Rice County Property Tax & Elections	241-46330-461-44390	240.00	18.29.2.26.017 2023 Property Taxes 1808 Shumway
0	Rice County Property Tax & Elections	241-46330-461-44390	40.00	18.01.1.00.014 Property Taxes 830 9th Ave SW
0	Rice County Property Tax & Elections	602-49480-000-44390	4,878.00	15.13.3.00.001 Property Taxes 6240 240th St E
0	Rice County Property Tax & Elections	241-46330-461-44390	40.00	18.36.1.76.078 1225 2nd St NW Property Taxes
0	Rice County Property Tax & Elections	241-46330-461-44390	40.00	18.30.4.26.006 Property Taxes for 20 14th St NE
0	Rice County Property Tax & Elections	241-46330-461-44390	40.00	18.31.3.26.005 Property Taxes for 523 Division St W
	Rice County Property Tax & Elections		13,658.00	
0	Ronco Engineering Sales	101-43121-430-42210	1,152.43	High Pressure Hydraulic Hose/Fittings - Street #115
	Ronco Engineering Sales		1,152.43	
0	Sanity Solutions Inc	431-41580-410-45400	-3,904.05	Credit For Returned Verkada Cameras
0	Sanity Solutions Inc	431-41580-410-42410	1,590.50	Indoor Dome Camera 2nd Floor
0	Sanity Solutions Inc	101-41580-410-43095	1,194.34	Azure Backup Subscription
0	Sanity Solutions Inc	431-41580-410-45400	4,643.75	Verkada Camera Install Services
0	Sanity Solutions Inc	101-41580-410-43095	153.86	Azure Backup Subscription
0	Sanity Solutions Inc	431-41580-410-42410	906.21	Install Dome Camera 2nd Floor
	Sanity Solutions Inc		4,584.61	
177880	SCOTT A HOWARD & CAROL M CIFFRA	401-43121-430-44370	76.00	Franchise Fee Rebate 1801152077
	SCOTT A HOWARD & CAROL M CIFFRA		76.00	
177881	Serigraphics Sign Systems, Inc	101-42110-420-42110	170.00	Office Sign / B Gliem
	Serigraphics Sign Systems, Inc		170.00	
177882	Sherwin Williams Company #3037	603-49500-000-42110	139.86	Stripping Paint For Stenciling Storm Catch Basins

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	Sherwin Williams Company #3037		139.86	
177883	Sirek Hydraulic Service Inc	101-45200-450-42210	9.54	Pressure Relief
	Sirek Hydraulic Service Inc		9.54	
177884	Southern Minnesota Inspection Co LLC	101-42210-420-44010	173.70	Inspection of Hoist
177884	Southern Minnesota Inspection Co LLC	602-49480-000-43090	1,028.70	Crane Inspection
177884	Southern Minnesota Inspection Co LLC	601-49430-000-43090	281.20	WTP Crane Inspections
177884	Southern Minnesota Inspection Co LLC	101-43126-430-44045	1,389.80	Hoist Inspections
177884	Southern Minnesota Inspection Co LLC	602-49450-000-43090	953.70	Fall Protection Inspections
	Southern Minnesota Inspection Co LLC		3,827.10	
0	Springbrook Holding Company LLC	602-49450-000-43095	1,621.50	Civic Pay Fees - March
0	Springbrook Holding Company LLC	601-49430-000-43095	1,621.50	Civic Pay Fees - March
	Springbrook Holding Company LLC		3,243.00	
177885	Star Sports & Apparel LLC	101-45122-450-42110	16.00	Mailbox Name Plates
177885	Star Sports & Apparel LLC	101-41800-410-42110	57.00	Wall Plates/Name Plate/Name Tags (2 Each)
177885	Star Sports & Apparel LLC	101-41580-410-42110	37.00	Wall Plates/Name Plates (2 Each)
177885	Star Sports & Apparel LLC	101-41510-410-42110	18.00	Wall Plates (3 Each)
177885	Star Sports & Apparel LLC	240-46210-460-42110	10.00	Name Tag - Dave Wanberg
177885	Star Sports & Apparel LLC	101-41320-410-42110	12.00	Wall Plates (2 Each)
177885	Star Sports & Apparel LLC	101-41350-410-42110	28.50	Wall Plates/Name Plate/Name Tag (1 Each)
177885	Star Sports & Apparel LLC	101-42220-420-42180	130.00	Firefighter T-Shirts
	Star Sports & Apparel LLC		308.50	
177886	Steele Waseca Coop Electric	225-49810-430-43810	108.97	41901-Airport
177886	Steele Waseca Coop Electric	225-49810-430-43810	7.97	1077021-Security Hangar 2
177886	Steele Waseca Coop Electric	902-00000-000-23935	-2,056.28	Monthly Charges-March
177886	Steele Waseca Coop Electric	602-49450-000-43810	193.46	30493-Lift Station
177886	Steele Waseca Coop Electric	225-49810-430-43810	44.27	20891-Airport New Hangar
177886	Steele Waseca Coop Electric	101-43160-430-43810	57.03	32089-Highway 21 Lights
177886	Steele Waseca Coop Electric	225-49810-430-43810	661.89	23947-Airport 10
177886	Steele Waseca Coop Electric	225-49810-430-43810	285.15	1018611-Hangar 910K
177886	Steele Waseca Coop Electric	902-00000-000-23935	2,056.28	Monthly Charges-March
177886	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41927-Airport
177886	Steele Waseca Coop Electric	602-49450-000-43810	92.58	1089247-Lift Station-15625 Acorn Trl
177886	Steele Waseca Coop Electric	225-49810-430-43810	49.41	32094-Airport

Check Numb	Last Name	Acct 1	Amount	Description
177886	Steele Waseca Coop Electric	101-43160-430-43810	112.46	27205-Airtech Park
177886	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41926-Airport
177886	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
177886	Steele Waseca Coop Electric	225-49810-430-43810	282.68	41875-Airport S Hangars
177886	Steele Waseca Coop Electric	225-49810-430-43810	37.75	1017445-2011 T-Hangar
177886	Steele Waseca Coop Electric	225-49810-430-43810	44.44	1018624-Hangar 910J
	Steele Waseca Coop Electric		2,056.28	
177887	Streicher's Inc.	101-42123-420-42410	307.00	Radio/Handcuff/Magazine Cases & Irritant Holders/Flashlight Case
	Streicher's Inc.		307.00	
177888	Suemnick's Final Cut Tree Service LLC	475-43121-430-45300	10,885.00	(2023-04) 30th Street NW Roundabout Tree Removal
	Suemnick's Final Cut Tree Service LLC		10,885.00	
0	Sunde School Electrical Training Inc	101-45200-450-44390	35.71	Electrical License-Keith Schirmer
0	Sunde School Electrical Training Inc	101-45200-450-44390	35.71	Electrical License-Matt Valentyn
0	Sunde School Electrical Training Inc	101-45200-450-44390	35.71	Electrical License-Beau Reuvers
0	Sunde School Electrical Training Inc	101-45200-450-44390	35.71	Electrical License-Dustin Heiderscheidt
0	Sunde School Electrical Training Inc	601-49430-000-44390	35.71	Electrical License-Jim Valek
0	Sunde School Electrical Training Inc	101-43126-430-44390	35.71	Electrical License-Matt Schmitz
0	Sunde School Electrical Training Inc	602-49480-000-44390	35.74	Electrical License-Save McDowell
0	Sunde School Electrical Training Inc	602-49480-000-44390	35.74	Electrical License-Chas Schroht
0	Sunde School Electrical Training Inc	101-45200-450-44390	35.71	Electrical License-Keith Walker
0	Sunde School Electrical Training Inc	101-45200-450-44390	35.71	Electrical License-Isaac
0	Sunde School Electrical Training Inc	101-45200-450-44390	35.71	Electrical License-Mike Tusa
0	Sunde School Electrical Training Inc	601-49430-000-44390	35.71	Electrical License-Tom Judd
0	Sunde School Electrical Training Inc	101-43126-430-44390	35.71	Electrical License-Tony Pemrick
0	Sunde School Electrical Training Inc	101-43121-430-44390	35.71	Electrical License-Mike O'Rourke
	Sunde School Electrical Training Inc		500.00	
177889	Swenson Paul M.	101-41800-410-43090	728.00	Updated Photos Department Heads
177889	Swenson Paul M.	101-41110-410-43090	292.00	Council Photographs & Composite Photo
	Swenson Paul M.		1,020.00	
0	Teknephos LLC	601-49430-000-45300	2,016.00	Watertower Lighting Design
	Teknephos LLC		2,016.00	

Check Num	Last Name	Acct 1	Amount	Description
0	Temple Electric Motor Service	101-45122-450-44045	850.00	Repair Swim Suit Spinner
	Temple Electric Motor Service		850.00	
177890	The UPS Store	601-49430-000-43250	19.09	Silica Samples Shipped
	The UPS Store		19.09	
177891	Thomson Reuters - West	101-42121-420-43090	446.44	CLEAR Database
	Thomson Reuters - West		446.44	
0	Timm's Trucking Inc	101-43125-430-42240	1,572.30	Sand
	Timm's Trucking Inc		1,572.30	
177892	TK Elevator Corp	101-42110-420-44010	1,357.06	Elevator Inspection
	TK Elevator Corp		1,357.06	
177893	Truck Center Companies East LLC	101-43121-430-42210	72.99	Blend Door Actuator - Street #107
177893	Truck Center Companies East LLC	101-43121-430-42210	22.77	Blend Air Door - Street #107
177893	Truck Center Companies East LLC	101-43121-430-42210	-57.99	Blend Air Door Actuator Credit - Street #107
177893	Truck Center Companies East LLC	101-43121-430-42210	-395.51	Blend Air Door Actuator Credit - Street #107
177893	Truck Center Companies East LLC	101-43121-430-42210	35.76	Exhaust Clamp - Street #307
177893	Truck Center Companies East LLC	101-43121-430-42210	-82.93	Blend Air Door Actuator Credit - Street #107
177893	Truck Center Companies East LLC	101-43121-430-42210	97.57	Blend Door Actuator - Street #107
177893	Truck Center Companies East LLC	101-43121-430-42210	21.95	Hub Cap - Street #619
177893	Truck Center Companies East LLC	101-43121-430-42210	77.78	Front Engine Main Seal - Street #105
177893	Truck Center Companies East LLC	101-43121-430-42210	66.22	Side Lamps - Street #101
177893	Truck Center Companies East LLC	101-43121-430-42210	88.79	Serpentine Belt - Street #217
177893	Truck Center Companies East LLC	101-45200-450-42210	7.18	Brake Cleaner for Stock
177893	Truck Center Companies East LLC	101-43121-430-42210	14.35	Brake Cleaner for Stock
177893	Truck Center Companies East LLC	601-49430-000-42210	5.38	Brake Cleaner for Stock
177893	Truck Center Companies East LLC	101-42123-420-42210	3.59	Brake Cleaner for Stock
177893	Truck Center Companies East LLC	602-49450-000-42210	5.38	Brake Cleaner for Stock
177893	Truck Center Companies East LLC	101-42210-420-42210	4.50	Hardware for Truck
177893	Truck Center Companies East LLC	101-43121-430-42210	151.75	Air Dryer - Street #101
177894	Truck Center Companies East LLC	431-43121-430-45400	124,627.19	2023 Freightliner 114SD Dump Truck VIN #6510
177894	Truck Center Companies East LLC	431-00000-410-39101	-34,000.00	Trade 2013 International 7400 Dump Truck #23270
177894	Truck Center Companies East LLC	431-00000-410-39101	-11,000.00	Trade 2004 Sterling L7500 Plow Truck #20072
177894	Truck Center Companies East LLC	431-43121-430-45400	105,240.73	2023 Freightliner 114SD Dump Truck VIN #6509

Check Numb	Last Name	Acct 1	Amount	Description
	Truck Center Companies East LLC		185,007.45	
0	Ulrich Lance	101-42123-420-43310	60.00	Lunch Per Diem / FTO Basic Training
	Ulrich Lance		60.00	
0	Valley Asphalt Products, Inc	101-43121-430-42240	4,231.50	Cold Patch
	Valley Asphalt Products, Inc		4,231.50	
0	Virg's Appliance Service Inc	898-46310-000-44050	205.26	Repair Washer #5 Door Switch & Reset
	Virg's Appliance Service Inc		205.26	
177895	Wal-Mart	101-45500-450-42110	8.90	Trash Bags
177895	Wal-Mart	101-42110-420-42020	150.98	SD Card for Drone - Printer for D Dillon's Office
177895	Wal-Mart	101-45500-450-42110	10.78	Painter's Tape-Distilled Water
177895	Wal-Mart	101-42110-420-43130	1,666.48	Bike Helmets - Bikes (Safe Summer Kickoff Funds)
177895	Wal-Mart	101-42110-420-43130	1,023.68	Helmets - Bikes (Safe Summer Kickoff Funds)
177895	Wal-Mart	101-42220-420-42110	43.12	Gatorade
177895	Wal-Mart	101-42210-420-42110	45.24	Paper Towels/Garbage Bags/Tissue
	Wal-Mart		2,949.18	
177896	Waste Management of WI-MN	601-49430-000-43840	73.30	PW Facility 1200 Belview Trl
177896	Waste Management of WI-MN	101-45200-450-43840	795.60	North Alexander Park 1810 2nd Ave NW
177896	Waste Management of WI-MN	101-45122-450-43840	108.68	Community Center 15 Division St W
177896	Waste Management of WI-MN	101-45500-450-43840	108.68	Buckham Center 11 Division St E
177896	Waste Management of WI-MN	101-45200-450-43840	379.20	Central Avenue Refuse Disposal 3/1/23 - 3/31/23
177896	Waste Management of WI-MN	101-45200-450-43840	87.75	TeePee Tonka 10 3rd St NE
177896	Waste Management of WI-MN	101-45126-450-43840	49.25	Washington Rec Center 117 Shumway
177896	Waste Management of WI-MN	602-49480-000-43840	1,444.37	Wastewater Facility 214 14th St NE
177896	Waste Management of WI-MN	101-43121-430-43840	704.32	PW Facility 1200 Belview Trl
177896	Waste Management of WI-MN	101-42210-420-43840	107.75	Fire 122 2nd St NW
177896	Waste Management of WI-MN	225-49810-430-43840	117.75	Aiport 3401 Hwy 21 W
177896	Waste Management of WI-MN	603-49500-000-43840	10.42	PW Facility 1200 Belview Trl
177896	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
177896	Waste Management of WI-MN	101-42110-420-43840	294.10	Police 25 4th St NW
177896	Waste Management of WI-MN	902-00000-000-23935	-4,229.28	Service 03/01/2023-03/31/2023
177896	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
177896	Waste Management of WI-MN	902-00000-000-23935	4,229.28	Service 03/01/2023-03/31/2023
177896	Waste Management of WI-MN	602-49450-000-43840	73.30	PW Facility 1200 Belview Trl

Check Numb	Last Name	Acct 1	Amount	Description
177896	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office 26 3rd St NE
	Waste Management of WI-MN		4,608.48	
177897	Wrist-Band	101-42110-420-43090	202.24	Stickers (Paid From Safe Summer Kickoff Funds)
	Wrist-Band		202.24	
177898	Xcel Energy	101-43160-430-43810	6.97	51-0010353780-3 -1690 Highway 60 W Street Lighting
177898	Xcel Energy	241-46330-461-43810	33.92	Electricity Usage for 1225 2nd St NW
177898	Xcel Energy	241-46330-461-43830	69.95	Gas Usage for 1225 2nd St NW
177898	Xcel Energy	241-46330-461-43810	38.41	Electricity at 922 1st St SW
177898	Xcel Energy	241-46330-461-43810	58.44	Electric - 1526 Western Ave
177898	Xcel Energy	241-46330-461-43810	43.53	Electricity 1814 Shumway
177898	Xcel Energy	101-43160-430-43810	20.76	51-5358630-4 - 45 State Ave Lighting
177898	Xcel Energy	241-46330-461-43830	77.42	Gas 1814 Shumway
177898	Xcel Energy	898-46310-000-43810	407.38	Electrical Services (3/14 - 4/12)
177898	Xcel Energy	898-46310-000-43830	952.39	Gas Services (3/14 - 4/12)
177898	Xcel Energy	603-49500-000-43830	44.47	304051816 1200 Belview Trl
177898	Xcel Energy	101-45200-450-43810	26.89	304850239 TeePee Tonka Park Tunnel
177898	Xcel Energy	602-49480-000-43810	35.17	302940983 502 3rd Ave NW
177898	Xcel Energy	101-43170-430-43810	-64.49	303691980 2219 Grant St Lift Station
177898	Xcel Energy	101-43160-430-43810	80.80	304850221 419 8 Ave NW-8 Ave Signal System
177898	Xcel Energy	602-49450-000-43810	53.44	303670994 1090 Cannon Circle Lift Station
177898	Xcel Energy	101-45126-450-43810	44.87	303373970 117 Shumway Load Profile
177898	Xcel Energy	101-43121-430-43830	3,005.38	304051816 1200 Belview Trl
177898	Xcel Energy	101-43170-430-43810	-74.82	302525247 4050 Hwy 60 W
177898	Xcel Energy	101-42500-420-43810	8.61	164184 930 4th CD Siren
177898	Xcel Energy	101-45126-450-43810	45.76	302492805 117 Shumway-Washington Center
177898	Xcel Energy	601-49430-000-43830	312.78	304051816 1200 Belview Trl
177898	Xcel Energy	101-42110-420-43830	1,547.95	303688424 25 4th St NW
177898	Xcel Energy	101-45200-450-43830	83.91	302627100 Jefferson Warming House
177898	Xcel Energy	101-45200-450-43810	19.67	303683055 100 TP Tonka Security
177898	Xcel Energy	101-42500-420-43810	38.02	304214955 930 4th Ave NW Siren
177898	Xcel Energy	101-45200-450-43810	41.64	303659432 618 9 Ave SW Sledding Hill
177898	Xcel Energy	101-43160-430-43810	79.94	304850222 328 4 St NW-4 Ave NW Signal System
177898	Xcel Energy	602-49450-000-43810	59.58	302346525 3030 Hwy 60 W Lift Station
177898	Xcel Energy	101-45200-450-43810	21.39	302321102 1000 7 Ave SW-S Alex Sec
177898	Xcel Energy	101-45500-450-43810	142.22	302342287 11 Division St E
177898	Xcel Energy	602-49450-000-43810	24.50	302794134 98 3 Ave NW Viaduct Lift Stati
177898	Xcel Energy	101-45122-450-43810	35.64	154794 16 Central Ave
177898	Xcel Energy	602-49450-000-43830	51.03	302458578 828 8 Ave NW Park Shop
177898	Xcel Energy	101-43160-430-43810	35.31	304087990 510 2 Ave NW Carnival

Check Numb	Last Name	Acct 1	Amount	Description
177898	Xcel Energy	601-49430-000-43810	-58.18	304051816 1200 Belview Trl
177898	Xcel Energy	101-45200-450-43810	21.58	303239611 Sr High Tennis Courts
177898	Xcel Energy	101-43160-430-43810	35.17	303328788 1600 30 St NW
177898	Xcel Energy	101-45200-450-43810	35.17	303920032 540 2nd Ave NW
177898	Xcel Energy	101-41940-410-43830	710.49	303640982 208 1 Ave NW City Hall
177898	Xcel Energy	601-49430-000-43810	7,217.22	303329691 824 7 St NW Pump Water
177898	Xcel Energy	101-45500-450-43810	20.51	302342287 11 Division St E Security
177898	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
177898	Xcel Energy	101-43160-430-43810	169.29	304850220 720 4 St NW Street Light Feed Point
177898	Xcel Energy	101-45500-450-43830	1,949.42	302342287 11 Division St E 70%
177898	Xcel Energy	602-49450-000-43810	28.10	302412146 1901 7 St NW Lift Station
177898	Xcel Energy	101-43170-430-43810	8.61	156258 117 Shumway CD Siren
177898	Xcel Energy	602-49450-000-43810	25.59	302772185 1150 Willow Lift Station
177898	Xcel Energy	101-45200-450-43810	49.43	302165394 415 2nd Ave SW Wapacuta Pk
177898	Xcel Energy	902-00000-000-23935	-78,501.89	Electricity Bill-March
177898	Xcel Energy	225-49810-430-43830	109.90	304268037 Hangar 910A - City
177898	Xcel Energy	602-49450-000-43830	312.78	304051816 1200 Belview Trl
177898	Xcel Energy	602-49480-000-43830	6,951.48	302858086 214 14 St NE
177898	Xcel Energy	101-43160-430-43810	9.05	304116512 1000 Lyndale Ave S
177898	Xcel Energy	101-43170-430-43810	-31.52	303453265 1500 7 St NW Signal Light
177898	Xcel Energy	601-49430-000-43810	3,346.49	302969048 350 Alexander Park Well #6
177898	Xcel Energy	101-45122-450-43810	1,410.19	302825421 19 Division St W
177898	Xcel Energy	602-49450-000-43810	50.62	304801551 1321 Matteson St-Lift Station
177898	Xcel Energy	101-45500-450-43810	139.68	302342287 11 Division St E
177898	Xcel Energy	101-45200-450-43810	26.84	175957 500 Maple Lawn Cartway
177898	Xcel Energy	101-43160-430-43810	-50.25	304157632 1602 2nd Ave NW
177898	Xcel Energy	101-42210-420-43810	288.47	302527702 122 2 St NW-Fire Hall
177898	Xcel Energy	602-49450-000-43810	25.29	303333605 410 Frink Ave Lift Station
177898	Xcel Energy	101-45126-450-43810	19.66	171746 117 Shumway Lighting
177898	Xcel Energy	603-49500-000-43810	-8.27	304051816 1200 Belview Trl
177898	Xcel Energy	101-45125-450-43820	101.38	303727721 1830 2 Ave NW Aquatic Center
177898	Xcel Energy	101-43160-430-43810	42.81	305051521 New Bridge Lights 2nd Ave Bridge
177898	Xcel Energy	101-45200-450-43810	2.68	303510224 Central Park Band Stand
177898	Xcel Energy	101-43160-430-43810	-156.04	302767481 210 3 St NE St Light HP
177898	Xcel Energy	101-43160-430-43810	220.78	304850219 218 3 St NW/129 4 St NW Street Light
177898	Xcel Energy	602-49450-000-43810	47.32	303203605 319 Lind St Lift Station
177898	Xcel Energy	101-42110-420-43810	4,369.20	303688424 25 4th St NW
177898	Xcel Energy	601-49430-000-43830	688.49	304914908 812 8 Ave NW Bldg B-WTP
177898	Xcel Energy	601-49430-000-43810	6,059.70	303929972 1904 Fairground Dr
177898	Xcel Energy	101-42110-420-43810	341.47	303877775 11 20th St NW Evidence Garage
177898	Xcel Energy	101-45200-450-43810	-11.95	302261595 920 9 Ave SW
177898	Xcel Energy	101-43170-430-43810	97.00	303446090 1418 Division St W Signal Light
177898	Xcel Energy	101-42210-420-43830	1,006.82	302350193 122 2 St NW Fire Hall

Check Numb	Last Name	Acct 1	Amount	Description
177898	Xcel Energy	225-49810-430-43830	152.54	304268058 Hangar 910B - City
177898	Xcel Energy	225-49810-430-43830	750.02	304924581 3401 Hwy 21 W
177898	Xcel Energy	101-45200-450-43810	472.85	302576466 1815 Alexander Dr
177898	Xcel Energy	101-43160-430-43810	80.18	304850223 415/430 2 Ave NW-2 Ave Signal System
177898	Xcel Energy	101-42500-420-43810	4.15	167157 1203 Parshall St
177898	Xcel Energy	101-43160-430-43810	34.89	304116510 1904 Grant St NW
177898	Xcel Energy	101-43160-430-43810	-81.47	303661815 495 Heritage Pl
177898	Xcel Energy	101-43170-430-43810	137.26	302531059 103 3 St NE Signal Light
177898	Xcel Energy	601-49430-000-43830	294.21	302971552 824 7th St NW Water Works
177898	Xcel Energy	101-43160-430-43810	35.06	304116511 800 Lyndale Ave S
177898	Xcel Energy	101-42500-420-43810	4.15	154013 1851 220 St E CD Siren
177898	Xcel Energy	101-45200-450-43830	152.03	304017445 900 Lyndale Ave N
177898	Xcel Energy	902-00000-000-23935	78,501.89	Electricity Bill-March
177898	Xcel Energy	101-43160-430-43810	88.36	304882766 17 3rd St NE Unit Street Light
177898	Xcel Energy	101-41940-410-43810	1,873.36	303683323 208 1 Ave NW
177898	Xcel Energy	601-49430-000-43810	5,739.37	302568990 410 Alexander Park Well #5
177898	Xcel Energy	101-45200-450-43810	229.28	304428352 601 1st Ave NE Fleckenstein Bluffs Park
177898	Xcel Energy	101-43160-430-43810	63.86	304850224 402 Central-Central Ave Signal System
177898	Xcel Energy	101-43170-430-43810	274.44	303396625 27 Division St E Signal Light
177898	Xcel Energy	101-43160-430-43810	-27.41	304157645 3305 Highway 60
177898	Xcel Energy	225-49810-430-43830	152.01	304268056 Hangar 910G - Rental
177898	Xcel Energy	101-45126-450-43830	1,132.29	302971175 117 Shumway Washington Center
177898	Xcel Energy	101-45127-450-43810	-36.91	304160080 705 17th St SW
177898	Xcel Energy	601-49430-000-43810	1,108.65	302814303 1217 Parshall Reservoir #2
177898	Xcel Energy	101-42110-420-43830	675.02	303877775 11 20th St NW Evidence Garage
177898	Xcel Energy	101-43170-430-43810	32.23	304131503 2200 30th St NW
177898	Xcel Energy	101-45122-450-43830	779.31	303402179 16 Central Ave
177898	Xcel Energy	101-45200-450-43810	-89.47	304017445 900 Lyndale Ave N
177898	Xcel Energy	101-45200-450-43810	50.17	303683055 100 Tee Pee Tonka Park
177898	Xcel Energy	602-49450-000-43810	-58.18	304051816 1200 Belview Trl
177898	Xcel Energy	101-42500-420-43810	4.15	178539 2613A Hulett Court
177898	Xcel Energy	101-42500-420-43810	8.61	146104 920 9 Ave SW CD Siren
177898	Xcel Energy	101-43121-430-43810	-559.05	304051816 1200 Belview Trl
177898	Xcel Energy	101-45125-450-43810	621.25	303727721 1830 2 Ave NW Aquatic Center
177898	Xcel Energy	101-45122-450-43830	835.46	302342287 Boiler Heat Line 30%
177898	Xcel Energy	601-49430-000-43810	327.68	304872579 812 8 Ave NW-WTP
177898	Xcel Energy	602-49480-000-43810	17,124.07	304239286 214 14th St NE
177898	Xcel Energy	101-45122-450-43810	4,504.06	303273787 15 Central Ave Load Profile
177898	Xcel Energy	602-49450-000-43810	70.29	302976387 1301 Willow St Lift Station
177898	Xcel Energy	101-42500-420-43810	46.96	303930334 Fairgrounds/300 Western
177898	Xcel Energy	101-43160-430-43810	103.97	304886692 1190 60 W Street Light
177898	Xcel Energy	101-45200-450-43810	41.57	304915622 705 3 Ave NW-Wapacuta Park Shelter

Check Numb	Last Name	Acct 1	Amount	Description
	Xcel Energy		80,211.06	
			893,865.58	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 25, 2023
SUBJECT: Approve Annual State of Minnesota Department of Human Services Work Contract

Background:

Annually, the City of Faribault purchases employment services through the State of Minnesota Department of Human Services, Faribault Community Resources. Employment services are provided for the Parks & Recreation Department.

Attached is a copy of the 2023 Department of Human Services Work Contract. As stated in the contract, the City of Faribault agrees to pay \$34 per hour for supported employment services through Faribault Community Resources for the year 2023.

Recommendation:

Approve the 2023 State of Minnesota Department of Human Services Work Contract.

Attachments:

1. Contract

State of Minnesota Department of Human Services Work Activity/Income Contract

This Work Activity/Income Contract, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, Minnesota State Operated Community Services, Day Training and Habilitation Services, Faribault Community Resources ("STATE"), and **City of Faribault-Parks**, 1200 Belview Trail, Faribault, MN 55021, an independent contractor, not an employee of the State of Minnesota ("CONTRACTOR").

Recitals

- A. STATE is a Day Training & Habilitation (DT&H) facility under the general management and control of the Commissioner of Human Services, pursuant to Minnesota Statutes, section 256B.092.
- B. STATE will best serve the need of its clients by furnishing supported employment services.
- C. CONTRACTOR wishes to purchase employment services from STATE.

THEREFORE, the parties agree as follows:

Contract Agreement

1. Term of Contract.

- 1.1 **Effective Date.** The Effective Date of this Contract is **April 18, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. Work must not begin under this Contract until this Contract is fully executed.
- 1.2 **Expiration Date.** The Expiration Date of this Contract is **October 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation, or termination of this Contract: 6. Information Privacy and Security; 7. Intellectual Property Rights; 8. Liability; 10. Audit Requirements and Contractor Debarment Information; 11. Data Disclosure; and 15. Governing Law, Jurisdiction and Venue.

2. State's Duties.

2.1 **Scope of Work.** STATE shall provide clients to perform the following services:

A. Provide individuals to perform the following tasks:

- Picking up garbage and cleaning of the restrooms at the following locations: The Soccer Complex, Central Park, Wapacuta, Bell Field, South Alexander, Maple Lawn, Fleckenstein Bluffs and Jefferson as needed.
- Cleaning list includes empty trash, clean sinks, toilets, mirrors, sweep and mop the floors and refill soap dispensers as needed.

2.2 **Equipment.** STATE shall provide the following materials and equipment:

A. Provide adaptive equipment necessary for its individuals to perform work under this Agreement.

2.3 **Staff.**

A. STATE shall provide staff supervision to its clients performing work under this Contract.

3. Contractor's Duties.

3.1 **Equipment.** CONTRACTOR shall provide STATE all of the necessary materials and equipment for STATE's clients to perform the duties specified in Clause 2 of this Contract.

3.2 **Compliance.** Contractor shall comply with all The Joint Commission (JC), Centers for Medicare and Medicaid Services (CMS), the Minnesota Department of Health and other Federal and State regulatory requirements, including required documentation.

3.3 **Performance Measures.** The Department of Human Services (DHS), Direct Care and Treatment (DCT) shall assess performance on the contract on a yearly basis to ensure expectations have been met and services have been rendered in a quality, satisfactory manner. Performance issues that arise during the term of the contract will be addressed jointly and immediately by the parties.

3.4 **Compensation.** CONTRACTOR shall pay STATE in accordance with the rates and terms set forth in Clause 4 "Consideration and Terms of Payment" of this Contract.

4. Consideration and Terms of Payment.

4.1 **Consideration.** Consideration for all services performed and goods or materials supplied by STATE pursuant to this Contract shall be paid by CONTRACTOR at the following rate: **\$34 per hour.**

4.2 **Change in Rate.** If during the term of this Agreement, federal or state law, regulation, rule or bulletin of the STATE, approves a rate increase, requires a rate decrease or makes any other changes to the reimbursement rates for any service included in this agreement, the new rate shall be in effect under this Contract and identified through an amendment.

- 4.3 **Change in Duties.** If STATE's clients are asked to perform services other than the ones set forth in Clause 2 "State's Duties", the new or additional services and a mutually agreeable adjustment in compensation must be established in writing pursuant to Clause 16.2 "Amendments" before such services are performed. All adjustments in compensation under this provision shall be in accordance with the guidelines established in title 29 C.F.R. § 525.
- 4.4 **Terms of Payment.** Payment shall be made by CONTRACTOR to STATE within 15 days after STATE has presented CONTRACTOR with invoices for services performed or goods or materials supplied. STATE will present invoices to CONTRACTOR every 30 days.

5. Authorized Representatives.

- 5.1 **State.** The STATE's authorized representative for purposes of this Contract is **Patrick J. Dudley**, 507-332-2033, or their successor.
- 5.2 **Contractor.** The CONTRACTOR'S authorized representative for purposes of this Contract is **Keith Walker**, 507-330-4185, or their successor.
- 5.3 **Responsibility.** Each authorized representative shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this Contract.

6. Information Privacy and Security.

A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.

B. It is expressly agreed that CONTRACTOR will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Contract. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Contract. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Contract, CONTRACTOR will be responsible for its own compliance.

C. Notwithstanding paragraph A and B, in its capacity as CONTRACTOR under this Contract, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the CONTRACTOR or the STATE.

D. In its capacity as CONTRACTOR under this contract, CONTRACTOR is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.

E. If the CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract, CONTRACTOR must immediately notify and consult with the STATE’s Authorized Representative as to how the CONTRACTOR should respond to the request.

F. Under this Contract, CONTRACTOR will be performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

G. CONTRACTOR’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5, to establish appropriate security safeguards for all records containing data on individuals.

H. CONTRACTOR must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

7. Intellectual Property Rights.

7.1 Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the CONTRACTOR, its employees, agents, or subcontractors, in the performance of this Contract.

7.2 Use of Works and Documents. CONTRACTOR owns any Works or Documents developed by the CONTRACTOR in the performance of this Contract. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

8. Liability.

Each party shall be responsible for claims, losses and damages which are caused by acts or omissions of that party. The liability of STATE is as set out in Minnesota Statutes, section 3.736 and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third

parties any defenses, or it may have or so construed as to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Contract.

9. Publicity and Endorsement.

9.1 **Publicity.** Any publicity regarding the subject matter of this Contract 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 CONTRACTOR or its employees individually or jointly with others or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

9.2 **Endorsement.** The CONTRACTOR must not claim that the STATE endorses its products or services.

10. Audit Requirements and Contractor Debarment Information.

10.1 **State Audits.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the CONTRACTOR and its employees, agents, or subcontractors relevant to this Contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Contract.

10.2 **Debarment.** CONTRACTOR certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. CONTRACTOR'S certification is a material representation upon which the contract award was based. CONTRACTOR shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

11. Data Disclosure.

Consistent with Minnesota Statutes, sections 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, the CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, or pay other state liabilities, if any. **This Contract will not be approved unless these numbers are provided.**

12. Prohibition on Weapons.

CONTRACTOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the CONTRACTOR is performing services within the scope of this Contract. This policy, which is located at the business location of the STATE and is available to CONTRACTOR upon request, is incorporated by reference into this Contract. Any violations of this policy by CONTRACTOR or CONTRACTOR'S employees may be grounds for immediate suspension or termination of the contract.

13. Severability.

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

14. Cancellation and Termination.

14.1 Cancellation. This Contract may be canceled by the STATE, Minnesota Commissioner of Administration, or CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other Parties. In the event of such a cancellation, STATE will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

14.2 Breach. Notwithstanding clause 14.1, upon either Party's knowledge of a curable material breach of this Agreement by the breaching Party, the non-breaching Party shall provide the breaching Party written notice of the breach and ten (10) days to cure the breach. If the breaching Party does not cure the breach within the time allowed, the breaching Party will be in default of this agreement and non-breaching Party may cancel the contract immediately thereafter. If breaching Party has breached a material term of this Agreement and cure is not possible, the non-breaching Party may immediately terminate this Agreement.

15. Governing Law, Jurisdiction and Venue.

Minnesota law, without regard to its choice of law provisions, governs this Contract and amendments and supplements thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Assignment, Amendments, Waiver, and Contract Complete.

16.1 Assignment. Neither STATE nor CONTRACTOR shall assign or transfer any rights or obligations under this Contract without the prior consent of the Party and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Contract, or their successors in office.

16.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

16.3 Waiver. If the STATE fails to enforce any provision of this Contract, that failure does not waive the provision or STATE'S right to enforce it.

16.4 Contract Complete. This Contract contains all negotiations and agreements between the STATE and the CONTRACTOR. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

(Signature Page Follows).

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of the CONTRACTOR as required by applicable articles, by-laws resolutions or ordinances.

<i>By:</i>
<i>Title:</i>
<i>Date:</i>

<i>By:</i>
<i>Title:</i>
<i>Date:</i>

2. STATE AGENCY:

<i>By (with delegated authority):</i>
<i>Title:</i>
<i>Date:</i>

3. COMMISSIONER OF ADMINISTRATION:

<i>By (authorized signature):</i>
<i>Date:</i>

Distribution

Agency- Original (fully executed) contract

Dept. of Administration

Contractor

State Authorized Representative



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 25, 2023
SUBJECT: Resolution 2023-083 Approve Memorial Day Parade Street Closures and Use of Central Park

Background:

The Rice County Central Veterans Association will be holding the Memorial Day Parade on Monday, May 29, 2023, honoring our Armed Forces and those who have sacrificed for our freedom. They plan to use the same route as they have used in previous years, which is Central Avenue from Division Street to Sixth Street NW and Sixth Street from Central Avenue to Third Avenue NW. The parade line-up will be at 9:45 a.m. and the parade will run between 10:00 a.m. and 11:00 a.m.

The Veterans Association is also asking for the use of Central Park from 7:00 AM to 1:00 PM. They will be using Central Park for a program after the parade and are asking for all parks fees to be waived. The time of use allows for preparation and cleanup for the program.

Recommendation:

Approve Resolution 2023-083 as requested.

Attachments:

1. Resolution 2023-083 Approve Memorial Day Parade Street Closures and Use of Central Park
2. Memorial Day Letter

CITY OF FARIBAULT

RESOLUTION #2023-083

**APPROVE MEMORIAL DAY PARADE STREET CLOSURES AND
USE OF CENTRAL PARK**

WHEREAS, the Rice County Central Veterans Association is hosting its annual Memorial Day Parade and Program on Monday, May 29, 2023; and

WHEREAS, they plan to have the Memorial Day Parade at 10:00 AM on May 29, 2023, with a program following at Central Park; and

WHEREAS, the Faribault City Council is supportive of these events; and

WHEREAS, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

NOW, THEREFORE BE IT RESOLVED, that Central Avenue from Division Street to Sixth Street NW and Sixth Street from Central Avenue to Third Avenue NW will be closed from 9:45 AM to 11:00 AM for the Memorial Day Parade on Monday, May 29, 2023; and

ALSO, BE IT RESOLVED, that Central Park will be used from 7:00 AM to 1:00 PM for a program following the Memorial Day Parade with all fees waived.

Date Adopted: April 25, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

MEMORIAL DAY PARADE 2023

Greetings,

Once again, we are hoping your club or organization will participate in our Annual Memorial Day Parade honoring our Armed Forces and those who have given their lives for our benefit.

A place is being tentatively reserved for you and we hope you will be part of the parade again this year. Please plan to assemble by 9:45 am sharp on Monday, May 29, in the Central Avenue – Division Street vicinity. You will receive your assigned position and instructions at that time. The parade will start at 10:00 am sharp.

The parade route is the same as past years – proceeding north on Central Avenue to 6th Street and then west to Central Park.

Parade and traffic officials will be in the staging area to assist in the lineup.

Your support in making this an outstanding tribute in memorial to those who have sacrificed for our freedom is truly appreciated.

Please RSVP to Paul Johnson, Central Veterans Association Vice President and Parade Chairman at (507) 384-1004.

In case of inclement weather please call American Legion Post 43 at (507) 334-8784 or listen to KDHL AM Radio 920.

THANKS FOR YOUR SUPPORT!



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 25, 2023
SUBJECT: Resolution 2023-084 Approve Heritage Celebration Events, Parking Restrictions and Street Closures

Background:

The Heritage Days Committee is preparing for the 2023 Heritage Days event on June 15 - 17, 2023. The request for the parade and park events is the same as 2022 except for the following changes. The event will be one day shorter beginning on Thursday, June 15, rather than on Wednesday. There will not be a Soap Box Race this year and the Mayor's Reception will be held on the Buckham Memorial Library Plaza and the adjacent parking lot to the east.

A completed agreement including insurance information will be provided prior to the event.

Recommendation:

Approve Resolution 2023-084 as requested.

Attachments:

1. Resolution 2023-084 Approve Heritage Celebration Events, Parking Restrictions and Street Closures
2. Map
3. Poster

CITY OF FARIBAULT

RESOLUTION #2023-084

APPROVE HERITAGE CELEBRATION EVENTS, PARKING RESTRICTIONS AND STREET CLOSURES

WHEREAS, the Faribault Community Festivals, Inc. is sponsoring multiple community events June 15-17, 2023, and;

WHEREAS, the Faribault City Council is supportive of these events, and

WHEREAS, the Faribault Community Festivals, Inc. will provide a completed event agreement including liability insurance information prior to the event; and,

WHEREAS, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

NOW THEREFORE BE IT RESOLVED, that "No Parking" signs will be posted on Second Avenue between North Alexander Park and Sixth Street NW and on Sixth Street NW between Second Avenue and Fifth Avenue NW between the hours of 4:00 p.m. and 9:00 p.m. on June 17, 2023, for the Heritage Celebration Parade.

ALSO, BE IT RESOLVED, that Fifth Street NW between Second and Third Avenues shall be closed June 15, 2023, to allow use by Ninja Anywhere for events in Central Park.

ALSO, BE IT RESOLVED, that the Buckham Memorial Library Plaza and east parking lot will be closed for the Mayor's Reception on June 15, 2023.

ALSO, BE IT RESOLVED, that the Heritage Celebration has permission to use Central Park from June 15 through June 18, 2023, with all fees waived.

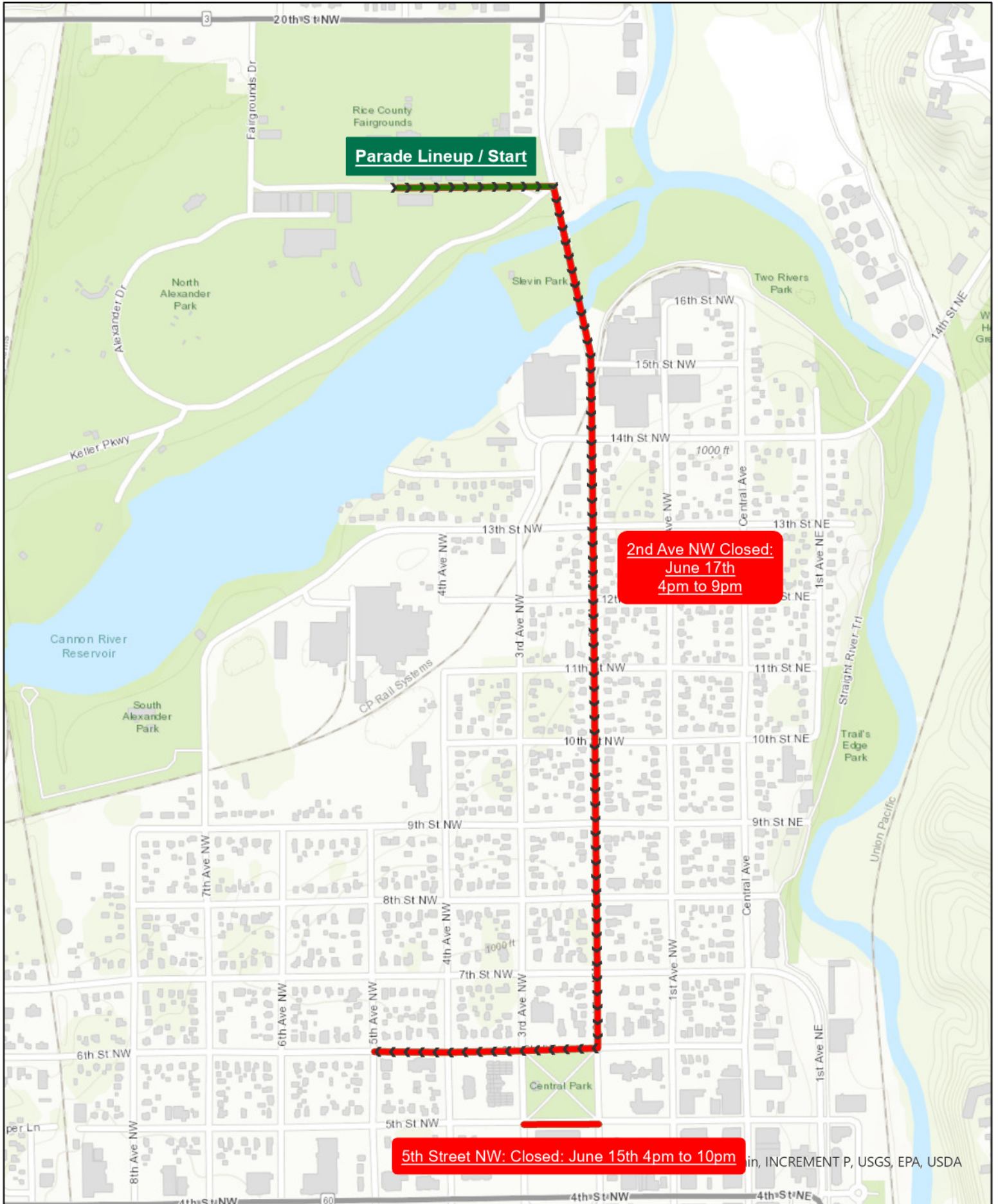
Adopted: April 25, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



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

- Parade Route
- Parade Lineup
- Street Closed

0 450 900 1,800 US Feet

Scale: 1:8,119



Faribault Heritage Days

June 15-17, 2023

Some events requires a Heritage Days button. Get yours at the Community Center.



Thank you to our sponsors

A&W Family Restaurant
Faribo Insurance
John's Bait and Tackle

Boldt Funeral Home
Hometown Credit Union
Elks Club
Quality Appliance



Faribault
Daily News
localmatters



FESTIVAL SCHEDULE

Wednesday, June 14

Flag Day Ceremony

Central Park - 5 p.m.

Sponsored by Faribault Elks

Flag Recycling

Faribault American Legion - 5 p.m.

Bring your recycled flags for proper disposal.

Thursday, June 15

RGHS Open Museum

Rice County Historical Society - \$3

Hours: Wed. - Fri., 9 a.m.-4 p.m. | Sat., 10 a.m. - 2 p.m.

Opening Ceremony

Central Park - 5:45 p.m.

Flag raising by Central Vets

Baron of Bubble & Rainbow Lady Plus

Central Park - 5:30 - 8:30 p.m.

Blow massive bubbles with the Baron of Bubble and build clown balloons with Rainbow Lady Plus. Sponsored by A&W.

Family Night - Karaoke, Ninja Anywhere & games

Central Park - 6-9 p.m.

Thursday, June 15

City Wide Garage Sale

All-day event.

Beer Garden

Central Park - 5 p.m. - 9 p.m.

Bingo

Central Park - 5 - 7 p.m.

Sponsored by Faribault Senior Living. Proceeds support Relay for Life, IRIS and The Nest at Faribault High School.

Mayor's Reception

Central Park - 5 - 7 p.m.

Cardboard Boat Race

Faribault Family Aquatic Center - 5 p.m.

Participants will race a home-made boat. Registration due June 17 at 12 p.m.. Free

Inflatables

Central Park - 5 -8 p.m.

Faribault BMX race

South Alexander Park - Race at 7 p.m.,
Registration at 5:30 p.m.

Concert in the Park

Central Park - 7 p.m.

Music by Power of 10.

Friday, June 16

City Wide Garage Sale

All-day event.

Craft Show

Central Park - 3 p.m. - 10 p.m.

RGHS Chat Trailer

Central Park - 12 p.m. - 4 p.m.

Archaic Lifeways

Walcot Township, Rice County, Minn.

Rice County Historical Society 10 a.m - 12 p.m.

Join Larry Ritchie as he dives into a collection of Bones and Stones from the Archaic period that lasted until about 6,500 B.C. Contact the RGHS for details

Bingo

Central Park - 5 - 7 p.m.

Sponsored by Faribault Senior Living. Proceeds support Relay for Life, IRIS and The Nest at Faribault High School.

Inflatables

Central Park - 5 -8 p.m.

Main Street Car Show

Downtown Faribault - 6 - 9 p.m.

Dance and Beer Garden

Central Park - 8 p.m. - 12 a.m.

Music by Smoke Screen. Beer garden opens at 12 p.m.

Saturday, June 17

City Wide Garage Sale

All-day event.

Farmers Market

Central Park - 7 a.m. - 12 p.m.

Youth Fishing Contest

King Mill Dam - 9 - 11 a.m.

No registration - kids bring fishing rod, minnows provided, all participants get T-shirt. Rice County Sport Fishing Association event.

Archaic Lifeways

Walcot Township, Rice County, Minn.

Rice County Historical Society 10 a.m - 12 p.m.

Join Larry Ritchie as he dives into a collection of Bones and Stones from the Archaic period that lasted until about 6,500 B.C. Contact the RGHS for details.

Lumberjacks X-Cutting and Axe Throwing

Central Park - 10 a.m. - 6 p.m.

Craft Show

Central Park - 10 a.m. - 10 p.m.

Alexander Faribault House

Due to construction on the house, it will not be open. The museum, and Harvest and Heritage halls will be open, free to the public, from 10 a.m. to 2 p.m.

Free Community Lunch

Trinity Lutheran Church - 11 a.m. - 1 p.m.

Inflatables

Central Park - 12-5 p.m.

Music at the Band Shell

Central Park - 10 a.m. - 5 p.m.

Jerry Hatfield: 11 a.m.

Sawyer's Dream: 12:15 p.m.

Andy Tacket: 1:30 p.m.

Eclipse: 2:45 p.m.

Jerry Hatfield: 5-5:30 p.m.

Cemetery Open House

Oak Ridge Cemetery - 10 a.m. and 3 p.m.

Contact the RGHS for details/tickets.

Log Rolling

Central Park - 10 a.m. - 5 p.m.

RGHS Chat Trailer

Central Park - 12 p.m. - 4 p.m.

Baron of Bubble & Rainbow Lady Plus

Central Park - 2 - 5 p.m.

Blow massive bubbles with the Baron of Bubble and build clown balloons with Rainbow Lady Plus. Sponsored by A&W.

Kid's Fun Run

The Faribault Mill - 5:30 p.m. meeting, 6 p.m. run.

Ends at Central Park.

Grand Parade

Second Avenue Northwest - 13th Street to Central Park - 6:15 p.m.

Dance and Beer Garden

Central Park - 8 p.m. - 12 a.m.

Music by Mr. Peabody

Beer garden opens at 12 p.m.

Medallion Hunt

Listen for clues on KDHL 920 AM and start hunting for the solid silver medallion and \$500 in prizes. Medallion donation by Chappuis Jewelry. Button required to collect the prize.

SPECIAL EVENTS

Sunday, June 19

Ecumenical Service & Music

Cathedral of our Merciful Saviour - 10 a.m.

Strawberry shortcake after

Lord of the Things

Think you know your area history? Test your knowledge in the Faribault Daily News' Historic Places Contest! Watch for details to be printed in the Daily News.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: April 25, 2023
SUBJECT: Resolution 2023-085 Approve 2023 Massage Therapist License

Background:

Staff received an application from Debra Strand for a Massage Therapist License. The applicant paid all required fees and submitted all the required paperwork. The Police Department has completed the required background investigation.

Recommendation:

Approve Resolution 2023-085

Attachments:

1. Resolution 2023-085 Approve 2023 Massage Therapist License

CITY OF FARIBAULT

RESOLUTION #2023-085

APPROVE 2023 MASSAGE THERAPIST LICENSE

WHEREAS, the following has presented an application to the City of Faribault for renewal of their Massage Therapist License:

Debra Strand

WHEREAS, the above named has paid the proper fee and provided the required documentation; and

WHEREAS, the Police Department has completed the required background investigation and has approved the license; and

NOW, THEREFORE, BE IT RESOLVED, that the above-named applicant be granted Massage Therapist licenses with the City of Faribault for the term of April 26, 2023 to January 31, 2024.

Date Adopted: April 25, 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: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 25, 2023
SUBJECT: Approve Quote to Purchase and Install Playground Equipment at Bluebird Park

Background:

Bluebird Park's playground equipment was last replaced in 2000. The equipment no longer meets playground safety standards and shows major wear. Staff received a quote for the playground equipment, freight, labor and wood fiber from Webber Recreational Design, Inc. for the amount of \$75,000.00. This quote is a Sourcewell contract bid which is a purchasing organization that the City of Faribault is a member of and is similar to the state bid contract. Preparation of the site will be done by the Parks Department.

A copy of the playground plan, approved by the Parks & Recreation Advisory Board, is included in the packet.

In the 2023 CIP, \$75,000 was budgeted for this amenity.

Recommendation:

Approve quote from Webber Design, Inc. for \$75,000.00 for playground equipment and installation at Bluebird Park.

Attachments:

1. Playground Design
2. Quote

Bluebird Park (Option 1)

Faribault, MN





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

QUOTE: R0013233024
CUSTOMER: 5502B05
Project: R0013_44972566314_03

Prepared For:

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

Project Name & Location:

Bluebird Park
(Option 1- Blue)

Prepared by:

Webber Recreational Design, Inc.

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

Ship To Address:

Bluebird Park

FARIBAULT, MN 55021
ppeanasky@ci.faribault.mn.us

End User:

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

Quote Number: R0013233024
Quote Date: 4/18/2023
Valid For: 30 Days From Quote Date

2-5_1

Product line: TotsChoice
Age group: 2-5

Components

Part Number	Description	Qty	Weight
7185019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	75.00
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	100.00
7185493	3 1/2" OD X 106" POST (3' DK)	1	35.00
7185494	3 1/2" OD X 118" POST (4' DK)	2	40.00
718573	3 1/2" OD X 162" POST ROOF (3'6" TO 5'DK)	4	50.00
7186384	GROOVE II SLIDE (4' DECK)	1	150.00
718670	CHAMII ENTRY & EXIT (2'6" - 4'6" DK)	1	125.00
7186705	CHAMII RIGHT SECTION	1	60.00
7187631B	CRITTER PUZZLE PANEL (BELOW DECK)	1	65.00
7188109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	110.00
718815	VERTICAL LADDER CLIMBER (5' DK)	1	35.00
71885139	SQ TRSFR POINT, CL HR (3' DK)	1	225.00
7188614	60" SQUARE ROOF-SHINGLE, DOUBLE WALL	1	135.00
7189071	"L" SLIDE RH, W/CANOPY (3' DK)	1	90.00
718999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00
787001	WELCOME SIGN AGES 2-5, FREESTANDING	1	60.00

2-12_1

Product line: Freestanding
Age group: 2-12

Components

Part Number	Description	Qty	Weight
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1	15.00
304	TEN SPIN	1	1,000.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00
9452	SADDLE SEAT, STRAIGHT POST	1	65.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	1	179.00

5-12_1

Product line: KidsChoice
Age group: 5-12

Components

Part Number	Description	Qty	Weight
71452669	CST 6'6" HEXAGON DECK	1	850.00
7146078	BRAIDED CLIMBER (8' DECK)	1	140.00
7146705	CHAMII RIGHT SECTION	1	60.00
7146706	CHAMII LEFT SECTION	2	60.00
7146706	CHAMII LEFT SECTION	1	60.00
7146707	CHAMII LONG STRAIGHT SECTION	2	60.00
714670M21	CHAMII DBL SLIDE ENTRY/EXIT (5'-6'6" DK)	1	290.00
7146946	HYPERBOLIX (6' & 6'6" DECK)	1	240.00
71471510	SIGN LANGUAGE PANEL	1	45.00
7147796	DUCKWALK CLIMBER (5' & 6'6" DK)	1	115.00
71485169	SQ TRSFR PT, CLSD HR (6' & 6'6" DK)	1	450.00
787003	WELCOME SIGN AGES 5-12, FS	1	60.00
9461	SURFER	1	65.00

RiskSign_Included

Product line: Freestanding
Age group:

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Components

Part Number	Description	Qty	Weight
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00

Additional Items

Part Number	Description	Qty	Weight
925961	THUMB DRIVE 2GB - MREC	1	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00

Parts By Other

Part Number	Description	Qty	Weight	
Tamarack EWF	Tamarack EWF, Delivered and Installed (200) Yards	1	0.00	\$ 8,200.00

Totals:

Equipment Weight:	5,860.00 lbs
Equipment List:	\$63,268.00
Discount Amount:	-\$19,013.04
Equipment Price:	\$44,254.96
Freight:	\$2,535.04
Installation:	\$20,010.00
Products by Other:	\$8,200.00
Grand Total:	\$75,000.00

Notes:

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

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

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Quote Number: R0013233024 **Quote Date:** 4/18/2023 **Equipment:** \$63,268.00 **Grand Total:** \$75,000.00

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

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

ADDITIONAL TERMS & CONDITIONS OF SALE

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

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

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

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

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

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

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

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

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

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and

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retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

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Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: April 25, 2023
SUBJECT: Resolution 2023-086 Approve Appointment of Board and Commission Member

Background:

At their April 18, 2023 City Council Work Session, the Council reviewed and discussed two (2) applications for appointment to the Library Advisory Board. From that discussion it was the consensus of the Council to appoint Kate McGrogan to the open seat. Ms. McGrogan's term will run through January 31, 2024.

Recommendation:

Approve Resolution 2023-086

Attachments:

1. Resolution 2023-086 Approve Appointment of Board and Commission Member
2. Board-Commission Appointments 2023-04-25

CITY OF FARIBAULT

RESOLUTION #2023-086

APPROVE APPOINTMENT OF BOARD AND COMMISSION MEMBER

WHEREAS, there exists a vacancy for a board and commission for the City of Faribault; and

WHEREAS, the City received applications from individuals interested in serving on this board and commission; and

WHEREAS, the City Council reviewed the applications at their April 18, 2023 Work Session and recommended the appointment for an individual to the board and commission.

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>
Kate McGrogan	Library Advisory Board	1/31/2024

Date Adopted: April 24, 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

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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. Kate McGrogan*	4/25/2023	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

*Appointed to partial term to fill vacancy due to resignation

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

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

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

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

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

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

CHARITABLE GAMBLING ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
<i>City Council Representative</i>			
1. Sara Caron	1/24/2023	1 yr.	1/31/2024
<i>American Legion</i>			
1. Edward Little	2/14/2023	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/23/2024

<i>Bethlehem Academy – Carbone’s, Grampa Al’s, Country Club</i>			
1. Troy Marquardt	2017	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
<i>Divine Mercy School – Signature Bar, Carbone’s</i>			
1. Daniel Moyer	5/22/2022	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
<i>Eagles</i>			
1. Jon Sirek	1/25/2012	2 yrs.	1/31/2024
2. 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: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 25, 2023
SUBJECT: Approve Memorandum of Understanding with ABM for Preliminary Assessment of Facilities

Background:

At the April 18, 2023, City Council Work Session, a proposal from ABM to conduct a preliminary assessment of facilities was reviewed.

The City of Faribault is currently a Green Step City and a Gold Leaf City. The Gold Leaf City is a new pilot program which partners with the Green Step City program to provide sustainable opportunities. As part of this process, the City of Faribault will also be recognized as a Gold Leaf City.

ABM is a company that provides facility maintenance studies that focus on sustainability. ABM focuses on equipment that should be replaced which will save considerable funds in the utility area. ABM will inspect all equipment including pumps, boilers, air handling units and lighting. This is a way to replace a number of items that could provide savings for the City at no cost. If upgrading these items would provide enough savings, they could be replaced at no upfront cost to the City.

The focus of ABM is to bundle everything they discover and determine if there is a cost savings for the City by replacing equipment. If there is sufficient savings, ABM would then pay for all the replacements at no upfront cost. ABM would get paid if they determine the savings the City is getting on the utilities and keep half of the savings until they have recovered all of their costs. Once costs are recovered, the agreement ends and the City keeps 100% of the savings.

The first phase of the process is for ABM to inspect city facilities and conduct a preliminary assessment. The City Council will then have the option of moving forward or not to proceed.

Recommendation:

Approve Memorandum of Understanding with ABM for preliminary assessment of facilities.

Attachments:

1. Memorandum of Understanding

Memorandum of Understanding

ABM Building Solutions, LLC
965 Decatur Ave N, Golden Valley, MN, 55427

April 18, 2023

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

Re: Memorandum of Understanding (MOU) for Preliminary Assessment

As a result of our meeting with ABM on April 18, 2023 we are encouraged at opportunities for reducing City of Faribault's overall costs of operation and services, modernizing the City's infrastructure, decreasing carbon emissions, and achieving actions in the Minnesota Pollution Control Agency's GreenStep Cities Gold Leaf Pilot Program. ABM agrees to dedicate resources to conduct a free Preliminary Assessment (PA) of mutually agreed upon City facilities.

As part of this Preliminary Analysis, the City will provide ABM with the following information and resources below:

- Facility square footages
- Utility bills, last 12 months (Gas, Electric, Water)
- Escort for site walks
- Facility and infrastructure mechanical and electrical drawings, where needed and available

ABM will utilize the information to complete the following tasks:

- In-person site-walks
- Utility bill analysis
- Observations & recommendations
- Funding pathways (including available grants/rebates/subsidies)
- Develop preliminary energy and operational savings on potential infrastructure improvements
- Qualify the feasibility of a comprehensive program funded by the above resources to accomplish City goals

Both parties understand that the purpose of this Preliminary Assessment is to determine the feasibility of a financial solution where energy cost savings are used to offset the costs associated with necessary infrastructure upgrades. Both parties agree there will be no cost to the City to conduct the Preliminary Assessment.

In consideration of the City of Faribault signing of this Memorandum of Understanding, ABM will complete the Preliminary Assessment and provide the results via PowerPoint within 60 days receipt of the information provided above.

City Signer Name and Title (print below)

Date

Joe Boetsch, ABM Vice President of Sales

Date



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 25, 2023
SUBJECT: Approve Agreement for Services with ISG for City Hall Renovations

Background:

ISG has provided an agreement for services to do the final design and engineering for City Hall renovation and for the IT work needed for City Council Chambers. They will also provide all bid documents for the entire City Hall renovation project. The majority of this cost is for IT and electrical portions of the renovation. ISG is anticipating multiple on-site visits to ensure that the IT infrastructure is designed to meet our needs. The agreement for services is \$37,500 to complete all of this work.

Recommendation:

Approve agreement with ISG to provide design services and bid documentation to complete renovation of City Hall for a fee of \$37,500.

Attachments:

1. Email/Agreement

APRIL 18TH, 2023
Paul Peanasky
Director of Parks and Recreation
City of Faribault
208 1st Ave NW
Faribault, MN 55021
ppeanasky@ci.faribault.mn.us



RE: FAIRBAULT CITY HALL COUNCIL CHAMBERS

Mr. Peanasky,

Regarding the Council Chamber at City Hall. ISG proposes the following services:

Our deliverables would be to provide a floor plan, demo plan, necessary associated items including council dais rework, countertop casework and IT closet. We would also provide an appropriate amount of notations and detail for finish selections. No furniture selection assistance is included in this proposal. Conduct one review meeting with the city before issuing plans.

No HVAC, plumbing or structural work is anticipated nor included in this proposal.

We would provide design for new electrical power needs / changes for the council dais and IT needs. Conduct a site visit for the purpose of field verifications as needed.

The significant portion of this project is the design of the technology needs for this space including sound, presentation, and broadcast capabilities We would provide technology and A/V design for the council chamber. Three meetings are assumed to meet with staff to understand the design needs, review proposed implementation and a review before plans are completed.

Our fee for this work is \$37,500. This is in addition to the hourly work provided to date.

Sincerely,

A handwritten signature in black ink that reads "Bob Mickelson".

Bob Mickelson
Senior Project Manager

Bob.Mickelson@ISGInc.com



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: April 25, 2023
SUBJECT: Resolution 2023-088 Accept Donations to the City of Faribault

Background:

The Faribault Police Department has recently received a donation from Harry Brown's Family Automotive of \$10,000.00 and Ignite Fitness donated \$100.00 to be used towards the costs associated with the Safe Summer Kick-Off.

The Faribault Municipal Airport Liz Wall Strohfus Field recently received the donation of a television from Harry Brown's Family Automotive for the conference room to be used by pilot groups and other users of the facility.

Recommendation:

Accept donations made to the City of Faribault.

Attachments:

1. Resolution 2023-088 Accept Donations to the City of Faribault

CITY OF FARIBAULT

RESOLUTION #2023-088

ACCEPT DONATIONS TO THE CITY OF FARIBAULT

WHEREAS, the Faribault Police Department received a \$10,000.00 donation from Harry Brown's Family Automotive and \$100.00 from Ignite Fitness; and

WHEREAS, the donations will be used towards the costs associated with Safe Summer Kick-Off; and

WHEREAS, a television with a value of \$633.49 has been donated by Harry Brown's Family Automotive to the City of Faribault Municipal Airport Liz Wall Strohfus Field; and

WHEREAS, the television has been installed in the conference room to be used by pilot groups and other users of the facility.

NOW, THEREFORE BE IT RESOLVED, that the Faribault Police Department accept the donations of \$10,100.00 for the Safe Summer Kick-Off and that the donation of a television with a value of \$633.49 by Harry Brown's Family Automotive to the City of Faribault Municipal Airport Liz Wall Strohfus Field be accepted.

Date Adopted: April 25, 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: Travis Block, Public Works Director
MEETING DATE: April 25, 2023
SUBJECT: Approve Agricultural Land Lease

Background:

At the March 21, 2023 Council Work Session, an Agricultural Land Lease on two City-owned parcels (PID's 18.19.1.76.008 & 18.19.4.25.001) with Andrew Hunt, Owatonna, MN was discussed. The proposed four-year lease commencing in May and ending December 31, 2026 is to harvest a hay crop from the two parcels. Under the lease, the City would be compensated at a rate of \$10/round bale and would provide approximately \$1,275 annually. The lease is modeled after one previously executed for the same use on City property.

Recommendation:

Approve Agricultural Land Lease

Attachments:

1. Agricultural Land Lease

City of Faribault
Agricultural Land Lease
2023

Public Works Department
City of Faribault
1200 Belview Trail
Faribault, MN 55021

AGRICULTURE LAND FARM LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 25th day of April, 2023, by and between the City of Faribault, a Municipal Corporation, ("City") and Andrew Joel Hunt ("Tenant"), Owatonna, MN 55060.

1. Property Description: The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the following property located in the County of Rice and State of Minnesota, described as follows: (See Exhibit A)

The property contains 51 acres, more or less, of grass area

2. Term: The term of this lease is for 4 years commencing on the 1st day of May, 2023 and terminating on the last day of December, 2026.
3. Rent: Rents are to be calculated on the basis of \$10 per 5'x6' round bale annually payable no later than December 31 of each year of the lease.
 - a. Tillable acres used for the basis of this document were calculated using the City's Geographic Information System equipment. Any dispute related to the tillable acres shall be determined by mutual agreement between the tenant and the City using sound geographic information procedures.
 - b. The tenant waives any right to withhold rent in any claim against the City.
 - c. Rent shall be paid to the City of Faribault, 208 NW 1st Ave, Faribault, MN 55021 and credited to the appropriate accounts.
4. City's Responsibilities: The City shall be responsible for paying or doing the following:
 - a. The City shall peaceably allow the tenant to occupy the land for normal, customary, farming practices.
5. Tenant Responsibility: Tenant shall be responsible for paying or doing the following:
 - a. The tenant shall occupy the premises for agricultural purposes only. The tenant will use normal, customary farming practices in the care and maintenance of the property and, without limiting normal practices, keep the premises free of noxious weeds to the extent possible. Alfalfa is the only crop allowed on this parcel of land.
 - b. The tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and municipal governments regulating the use of the premises.
 - c. The tenant shall allow access to the property by the City and its agents during all reasonable hours for the purpose of examining the property to ascertain compliance with the terms of this lease and for any other lawful purpose.

- d. The tenant shall not remove or move any existing structures or improvements made to the property by the City. The tenant may not store equipment on the property for periods exceeding one week without coordinating such storage with the City.
 - e. The tenant shall pile rocks or other items taken out of any field in areas designated by the City.
 - f. Tenant agrees to cut, bail and remove all hay at least once during the term of this lease. All bales must be removed from the property within 45 days of being mowed.
 - g. In the event tenant chooses to apply fertilizer or make other improvements to the hay meadow, all such applications or improvements shall be at the tenant's sole expense with no amount being reimbursed or owing by the City.
 - h.
 - i. This lease does not entitle tenant to allow or authorize use of property by any party for recreational purposes (e.g. hunting, ATV riding, etc.)
6. Independent Entities: The City does not retain the tenant as an agent of the City. The tenant does not retain the City as an agent of the tenant. The City shall not provide to the tenant, its agents or employees, any benefits or expenses, including, but not limited to, insurance for liability or property, or ordinary business expenses.
 7. Costs associated with this Lease: The City is not responsible for paying any of the tenant's costs associated with this lease, including preparation of the property for farming. The tenant shall pay all costs related to farming the property, including the cost of plowing property back at the end of this lease.
 8. Insurance: The tenant shall acquire and maintain property and/or liability insurance adequate for their operations conducted on the property. The tenant shall provide proof of insurance upon request by the City. The tenant, while performing any service or function related to this lease, agrees to indemnify, save and hold harmless, defend the City and all its agents and employees from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of functions provided in accordance with this agreement.
 9. Assignment and Subletting Prohibited: Tenant agrees to assign or sublease the premises only with the written consent of the City. If the City does not consent, it may, at its option, terminate the lease.
 10. Surrender of Possession: The tenant shall surrender the property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.

11. Termination by the City: The City may, after providing 90 days written notice take possession of the property for any purpose deemed in the best interest of the City. The City shall allow the tenant to remove crops with normal, customary farming practices or return all rents paid for the year and compensate the tenant at rates not exceeding the current market rate per acre for any crop planted.
12. Remedy: If the tenant fails to pay the rent when due or fails to perform any of the promises contained in this lease, the City may re-enter and take possession of the property and hold the property without such re-entering working a forfeiture of the rents to be paid by the tenant for the full term of the lease, after furnishing the tenant with a thirty (30) day written notice specifying the default. If default occurs during cropping season, the City of Faribault will harvest any and all remaining crops and apply proceeds to rent payment.
13. Tenant's Default: Rights and remedies of the tenant are cumulative. None shall exclude any other right or remedy allowed by law or other provision of this agreement. In the event of one of the following acts, the tenant shall be in default:
 - a. Tenant fails, neglects, or refuses to pay any installment of rent or any other monies agreed to be paid, as provided in this lease when those amounts become due and payable, and if such failure continues for five (5) days after written notification by the City.
 - b. Any voluntary or involuntary petition or similar pleading, under any section of any bankruptcy act shall be filed by or against the tenant or should any proceeding in a court or tribunal declare the tenant insolvent or unable to pay debts.
 - c. Tenant fails, neglects, or refuses to keep and perform any other conditions of this lease, and if such failure continues for a period of 30 days after written notification by the City.
 - d. Should the tenant make any assignment of any interest in the lease to any entity without the written consent of the City.

In the event of any default or violation of this lease continuing more than 30 days after written notification by the City to the tenant of default, the City may enter into and take absolute possession of the property. Possession of the property in these conditions does not absolute possession of the property. Possession of the property in these condition does not relieve the tenant of the obligation to pay the rent or abide by other condition of the lease.

In the event of any default or violation of the lease continuing more than 30 days after written notification by the City to the tenant of a default, the City may return any rents paid by the tenant for that year and lease the property to another tenant.

15. Lease Agreement is Binding: This lease agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

16. Notification: Notification related to lease shall be sent to the following addresses:

Tenant: Andrew Hunt
8001 NW 56th ST
Owatonna, MN 55060



TENANT

Owner: City of Faribault
208 NW 1st Ave
Faribault, MN 55021

CITY ADMINISTRATOR



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 25, 2023
SUBJECT: Approve Limited Use Agreement for an Outdoor Patio at 306-310 Central Avenue

Background:

Passage of Resolution 2023-065 approved a Conditional Use Permit (CUP) for an outdoor reception patio in the alley to the rear of 306-310 Central Avenue (3-Ten Event Center). Under the CUP, the applicant is required to enter into a Limited Use Agreement (LUA) to authorize the use of the public right-of-way for the patio.

The City Attorney has drafted a LUA to allow the use. The initial term for the agreement is ten (10) years with the option to extend upon mutual written consent of both parties. The agreement will be effective upon signature by the applicant.

Recommendation:

Approve Limited Use Agreement for an Outdoor Patio at 306-310 Central Avenue

Attachments:

1. 310 Central Ave Limited Use Agreement

LIMITED USE AGREEMENT

THIS LIMITED USE AGREEMENT made and entered into as of this ____ day of _____, 2023, by and between Event And Convention Center LLC/3 Ten Even Center LLC, a Minnesota limited liability company, (hereinafter referred to as "Grantee") and the City of Faribault, a Minnesota municipal corporation (hereinafter referred to as "Grantor").

WITNESSETH:

- A. The Grantee is the fee owner of 310 Central Ave, Faribault MN 55021, described in the attached **Exhibit A** (the "Property"). the Property is currently in use by Grantee as The 3 Ten Event Venue.
- B. The Grantee has requested that the Grantor agrees to allow Grantee to use right-of-way located in the unimproved alleyway located southwest of the Property via a Conditional Use Permit, with the Resolution approving such Conditional Use Permit attached as **Exhibit B**.
- C. The Grantee wishes to use a portion of City right-of-way adjacent to the Property to construct a patio area to expand their event venue and which involves construction of two six (6) foot tall privacy fences on either end of the patio, one of which would contain a gate for entrance and exit to and from the patio. Grantee intends to decorate the space with non-permanent potted plants, wooden benches, and whiskey barrel tables ("the Enhancements"). The portion of the right-of-way the Grantee is requesting access to begins on the southwest corner of the Property and expands forty-seven (47) feet into the alleyway, adjacent to neighboring property 306 Central Ave, which is also owned by Grantee.
- D. Grantor requires continuous access to City right of way for public utility, access, and maintenance purposes.
- E. The portion of the right of way that the Grantee wishes to use for the access area is described in the attached **Exhibit C** (the "Subject Property").

F. Any improvements to the Subject Property shall be at the sole cost of the Grantee.

THEREFORE, on the basis of the foregoing and upon the mutual undertakings and promises herein contained, the parties hereto stipulate and agree as follows:

1. Use of the Subject Property. In consideration of the covenants and agreements herein to be performed by Grantee and other good and valuable consideration, and subject to the limitations contained herein, the Grantor does hereby allow Grantee the non-exclusive use of the Subject Property for use as a patio for events taking place at Property. Any materials to be used in any construction of fences, gate, or any other obstruction shall be approved by the City Engineer prior to their use. Grantee shall not cause nor allow the Subject Property to be utilized as a private or public access to any other properties beyond the Property.

The City reserves the right to use the Subject Property during the term of this Agreement for its own purposes, in the City's sole discretion.

2. Term and Extensions. The term of this Agreement commences on the date that this Agreement is executed by the parties and will terminate on December 31, 2033, or such earlier date as provided for in this Agreement. The term of this Agreement may be extended with the mutual written consent of the Grantor and Grantee.
3. Termination During Term. This Agreement may be terminated prior to the expiration of the term set forth herein, as follows:
 - a. The Grantee may terminate this Agreement during its term by giving at least thirty (30) days advance written notice to the other party. Termination will be effective on the date specified in the notice, and if no date is specified, thirty (30) days following the mailing of notice.
 - b. The Grantor may terminate this Agreement during its term immediately upon notice to the Grantee.
4. Subject Property Construction, Maintenance and Repair. The Grantee shall be solely responsible for the cost and the construction, maintenance, and repair of the fence, gate, and the Enhancements installed on the Subject Property, both during the installation and after the completion of construction. Maintenance shall include all snow removal, drainage issues, repair, replacement, and any other issues that may arise due to the construction of the fence or placement of the Enhancements. Grantee shall return the areas surrounding the Subject Property to its present condition after installation of the fence, gate and Enhancements.

Grantee shall repair and maintain, in a proper, substantial, and workmanlike manner, the Subject Property during the term of this Agreement. Grantee shall be responsible for the costs of removal of any refuse or waste materials from the Subject Property. Grantee shall not use the Subject Property for the storage, handling, transportation or disposal of any

hazardous substance, hazardous waste, pollutant or contaminant as those terms are defined in 42 U.S.C. Section 9601, et. seq. ("CERCLA") or Minnesota Statutes Chapter 115B ("MERLA"). In the event that Grantee fails to repair or maintain the Subject Property during the term of this Agreement, such limited use grant may be revoked by the Grantor.

5. Liens and Encumbrances. The Grantee agrees that during the term of this Agreement it shall not permit or suffer any liens or encumbrances to be placed against the Subject Property, nor shall it during such term engage in any activity that would cause or result in the placement of any liens or encumbrances against the Subject Property.
6. Costs/Letter of Credit. The Grantee agrees that all costs for installing a fence, gate, and the Enhancements at the Subject Property must be paid by Grantee. Grantor shall assume no cost, either directly or indirectly, for the installation or maintenance of the fence, gate, and Enhancements. The Grantee agrees that all costs for removal of the improvements, including but not limited to the fence, gate, and Enhancements at the Subject Property, shall be paid by the Grantee.

In order to ensure completion of the improvements covered by this Agreement and to satisfy any current or future costs to the City, the Grantee agrees to deliver to the City prior to any work on the Subject Property a letter of credit ("Letter of Credit") in the amount of \$1,500.00, which amount represents 100 % of the estimated cost to the City should it have to repair or maintain the improvements, or remove the improvement to exercise its right of entry onto the Subject Property. This amount represents the maximum risk exposure to the City, rather than the entire cost of all improvements. The Letter of Credit shall be delivered to the City prior to issuance of a building permit for the Subject Property and shall renew automatically thereafter until released by the City. The Letter of Credit shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete any construction, maintenance, or removal of any improvement in the Subject Property, and to pay any fees or costs due to the City.

The City agrees to release or reduce the Letter of Credit upon termination of this Agreement and satisfaction of all of Grantee's duties under this Agreement. If at any time the City determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Grantee and the Grantee shall provide to the City, within 30 days, a substitute Letter of Credit from another bank meeting the City's requirements. If the Grantee fails to provide the City within 30 days with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw on the existing Letter of Credit.

In the event the City does not recover its costs under the provisions of this paragraph 6, as an additional remedy, the City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Grantee hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with

the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Sections 415.01, 366.011, and 366.012, and the Grantee hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This Paragraph 6 shall survive termination of this Agreement and shall be binding on the Grantee regardless of the enforceability of any other provision of this Agreement.

7. Right of Entry. Grantor shall retain all right of entry upon the Subject Property. Grantor may, at its sole discretion, remove or alter any part of the Subject Area to exercise its rights in the right-of-way. If Grantor plans to exercise this right, Grantor shall make reasonable efforts to notify Grantee before any removal or alteration work will commence. Nothing in this agreement shall create liability on behalf of the Grantor for removing or altering any improvements made by Grantee to the Subject Property, and Grantee shall have no right to recover any damages, in money or equity, for the removal or alteration of same.
8. Liability; Indemnification. Notwithstanding anything to the contrary in this Agreement, the Grantor, its officers, agents, and employees shall not be liable or responsible in any manner to the Grantee, Grantee's successors or assigns, Grantee's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement, nor will Grantee make any claim against the Grantor for or on account of any injury, loss or damage resulting from Grantee's Property or use thereof.

Grantee shall indemnify, hold harmless and defend the Grantor, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which Grantee, its officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by Grantee, its officers, employees, agents or contractors or arising out of or by reason of this Agreement.

Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

9. Insurance. Grantee shall acquire and maintain property and liability insurance in at least the sum of \$1,500,000. Grantee shall provide to City a current certificate of liability insurance or policies of insurance for all insurance coverage required herein. Such certificate of liability insurance or policies of insurance shall contain a statement that such policies of insurance shall not be cancelled or amended unless sixty (60) days

written notice is provided to the City. The City shall be named as an additional insured on such policies of insurance as to the Subject Property.

10. Taxes. Grantee shall be responsible for all real estate taxes and installments on special assessments which are due and payable on the Property and the Subject Property, if any.
11. Assignment. The rights granted to Grantee hereunder may not be transferred or assigned without the prior written consent of the Grantor.
12. No Damages; No Relocation Benefits. Grantee understands and acknowledges that Grantor is willing to enter into this Agreement and carry out its obligations hereunder only because Grantee has agreed that it will make no claim for damages or relocation benefits upon termination of this Agreement or pursuant to any other agreement with the Grantor. Specifically, and without limitation of the foregoing, Grantee understands that upon the expiration or other termination of this Agreement, the Grantor has no obligation to provide Grantee with other routes for access to the Property.
13. No Property Interest. This instrument is not an easement or a lease, creates no landlord-tenant relationship, and nothing in this Agreement will be deemed to create any property interest other than as expressed in this Agreement.
14. Permits. Grantee agrees to properly apply for and retain any and all permits necessary to carry out any improvements outlined in this Agreement. Grantee shall be solely responsible for determining the proper boundaries of the Subject Property and shall be liable to any other property owners for trespass onto their property.
15. Notice. Any notice which is required under this Agreement will be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U. S. Mail whichever will first occur. Notices shall be delivered or mailed to, or to such other address as a party may designate by notice to the other party:

a. If to the Grantee:

Event and Convention Center LLC/ 3 Ten Event Center LLC
310 Central Ave.
Faribault, MN 55021

b. If to the Grantor:

City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
ATTN: City Administrator

with a copy to:

Scott J. Riggs
Kennedy & Graven
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

16. Discrimination Provision. Grantee, in the use of the Property, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin.
17. Waiver. The waiver by Grantor or Grantee of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.
18. Entire Agreement; Modification. This Agreement, together with any exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement. This Agreement may be modified or amended only by court order or by a writing executed by all the parties hereto under the provisions of this Agreement.
19. Headings. Any headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
20. Severability. If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
21. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
22. Public Data. This Agreement and the information related to it are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, which presumes that data collected by City is public data unless classified otherwise by law.
23. Relationship of Parties. Nothing contained in this Agreement shall be deemed to create a

partnership, association or joint venture between the Grantor and Grantee, or to create any other relationship between the parties other than that of Grantor and Grantee.

24. Compliance with Laws. Grantee agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the Property and the Subject Property.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
26. Attorney Fees. Grantee agrees to pay the Grantor's costs and expenses, including attorney fees in the drafting and review of this Agreement. Grantee further agrees to pay the Grantor's costs and expenses, including attorney fees, in the event a suit or action is brought by the Grantor against the Grantee to enforce the terms of this Agreement.
27. Recitals. The recitals set forth above are incorporated into the Agreement.

[The remainder of this page was intentionally left blank])

IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the day and year first above written.

GRANTEE
EVENT AND CONVENTION CENTER LLC/
3TEN EVENT CENTER LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of Event and Convention Center LLC/ 3Ten Event Center LLC, a Minnesota limited liability company, Grantee.

Notary Public

GRANTOR
CITY OF FARIBAULT

By: _____
Its: Mayor

By: _____
Its: 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 Tim Murray, the Mayor and City Administrator, respectively, on behalf of
the City of Faribault, a Minnesota municipal corporation.

Notary Public

THIS DOCUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJR)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PID: 18.31.1.26.285

Lot 2 Block 45 of ORIGINAL TOWN FARIBAULT

EXHIBIT B
RESOLUTION APPROVING CONDITIONAL USE PERMIT

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2023-065

**APPROVE A CONDITIONAL USE PERMIT FOR AN OUTDOOR RECEPTION PATIO IN
THE ALLEY TO THE REAR OF 306-310 CENTRAL AVENUE**

WHEREAS, Ryan Ernster, property owner and applicant (the "Applicant") of the subject property legally described in Exhibit A, has requested approval of a conditional use permit for an outdoor enclosure in the alley at the rear of 310-306 Central Avenue as an accessory use to an event center business at the premises; and

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

WHEREAS, the Planning Commission, on the 20th day of March, 2023 following proper notice, held a public hearing regarding the request, and following said public hearing recommended approval of the request; and

WHEREAS, the City Council, on March 28th, 2023, at a public meeting considered the request; and

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

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

The proposed use is compatible with allowed uses in downtown area.

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

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

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

The use will be operated in a manner consistent with existing outdoor dining and drinking enclosures found downtown. A limited use agreement with the City will be reached to further address use of alley area for this enclosure.

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

The use will not impose hazards or disturbance on neighboring properties.

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

The use will not diminish the value of neighboring property.

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

The site is adequately served with public facilities and services and access, and will not affect schools.

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

The outdoor dining / drinking enclosure will not create any additional requirements for public facilities or services.

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

The use will not generate traffic congestion as it will not add noticeable amounts of traffic to the area due to its small size and limited capacity.

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

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

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

The Planning Commission finds that this use is consistent with City's Land Use Plan which guides the location for Downtown Uses.

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

The Planning Commission finds that the use conforms to all applicable regulations of the Central Business District.

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council concurs with the written findings of the Planning Commission and makes identical findings.

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

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

Section 2: Approval of the Conditional Use Permit. A conditional use permit for an outdoor reception enclosure at the rear of property located at 306-310 Central Avenue, is hereby approved subject to conditions as set forth in Section 3 of this resolution. Said approval shall be based on the forgoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300

of the City of Faribault, Unified Development Ordinance.

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

1. Amplified sound coming from the enclosure in such quantities so as to cause disturbance off premise shall be prohibited. The use of amplified music in the enclosure area shall be allowed in accordance with City Noise Ordinances.
2. The enclosure will not be used by guests after 10:00 pm.
3. A dark colored metal ornamental wrought iron style metal enclosure shall be provided consistent with the examples shown in Exhibit B.
4. Lighting shall be directed or screened to avoid glare on nearby residential uses.
5. The enclosure shall be constructed to meet standards as determined by the Public Works Director, and shall be maintained in good condition at all times.
6. The Conditional Use Permit is subject to the approval and provisions of a required Limited Use Agreement with the City for use of the service alley in this case.

Section 4: Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.

5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Applicant and Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.
6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.
7. The Applicant must meet the relevant development standards for outdoor eating, drinking, or smoking enclosures as an accessory use to a place of assembly with liquor sales, as specified in Sec. 7-30 of the Unified Development Ordinance.

Section 5: Violations / Revocation. The applicant must comply with all applicable provisions of the City Code of Ordinances during development and operation of the conditional use. Any violation of these provisions or any of the specified conditions shall be grounds for revocation of the conditional use permit in accordance with Article 7, Chapter 2-Administration and Enforcement, Faribault Unified Development Ordinance.

Section 6. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 7. Effective Date. This resolution shall be effective upon passage.

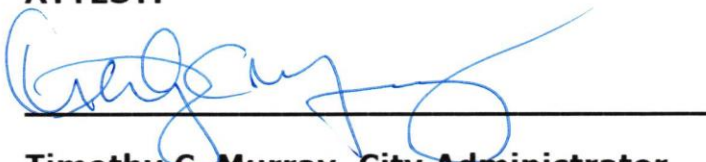
Date Adopted: March 28, 2023

Faribault City Council



Kevin F. Voracek, Mayor

ATTEST:



Timothy C. Murray, City Administrator

Exhibit A
Legal Description

The North 22 feet of the East 100 feet of Lot, 1, Block 45, Original Town, now City of Faribault, Rice County, Minnesota.

PID #18.31.1.26.284

Addressed as 306 Central Avenue, Faribault, MN 55021

and

Lot 2, Block 45, Original Town, now City of Faribault, Rice County, Minnesota, excepting therefrom the alley over and across the west side thereof.

Abstract Property

PID #18.31.1.26.285

Addressed as 310 Central Avenue, Faribault, MN 55021.

Site Plan

Central Ave

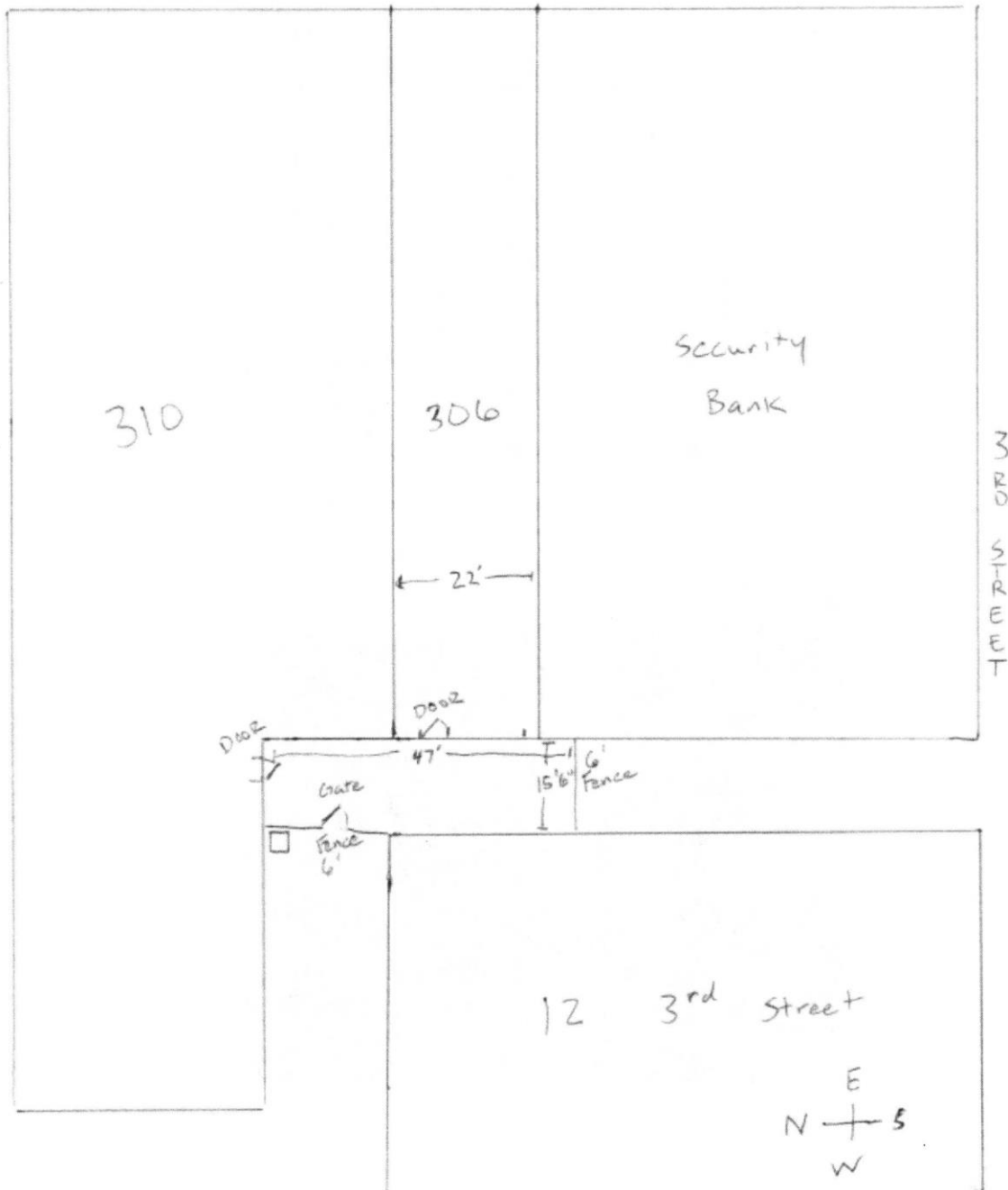
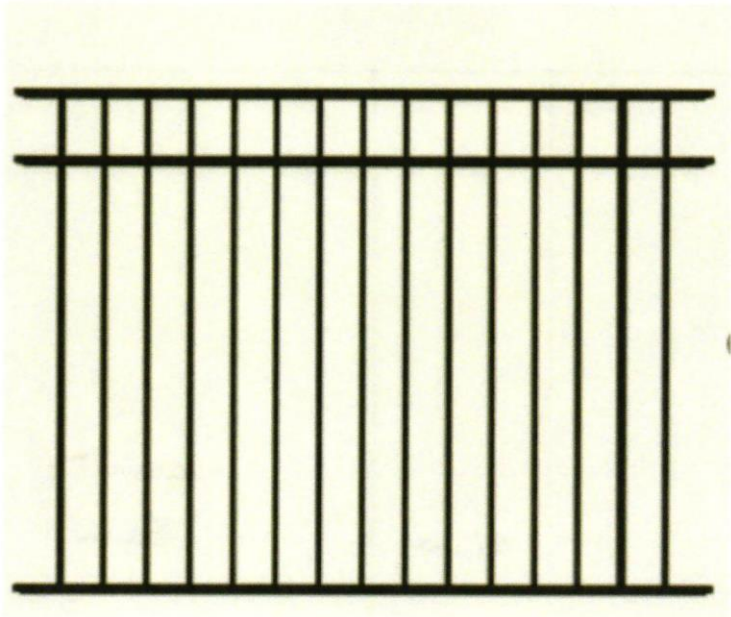


Exhibit B Page 2

3-ten Event Center Rear Enclosure
306-310 Central Avenue



Wrought Iron Style 6' tall fence with Screening fabric proposed.

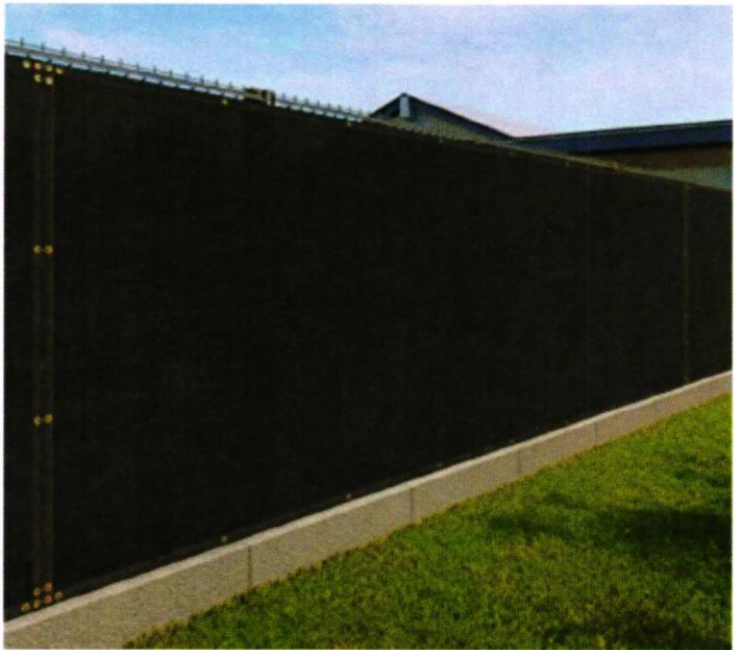
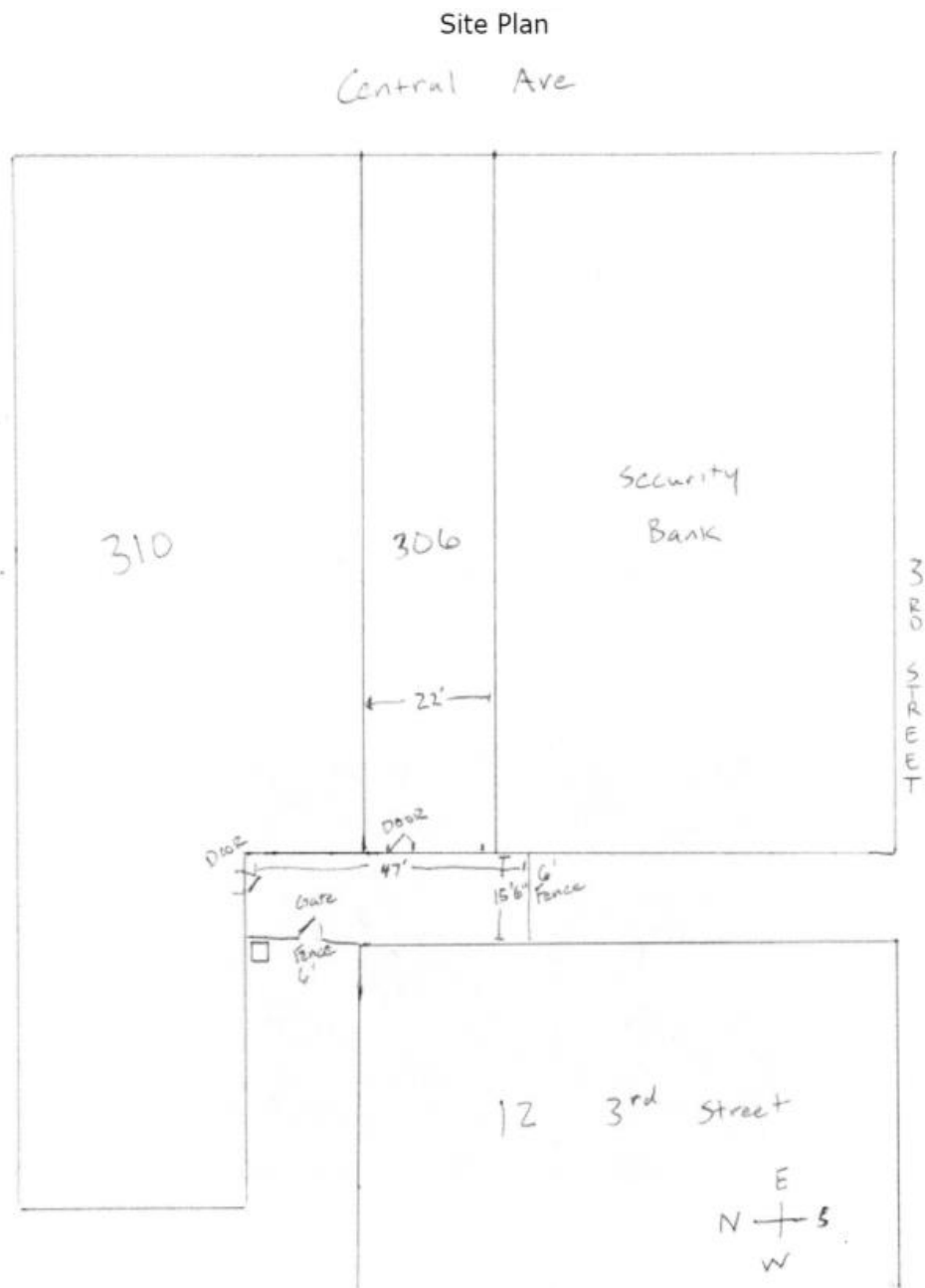


EXHIBIT C
DEPICTION OF LIMITED USE AREA





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 25, 2023
SUBJECT: Resolution 2023-089 Approve Street Closure for the Signature Bar & Grill Anniversary Celebration

Background:

Shannon Prather, on behalf of the Signature Bar & Grill, has requested approval for a street closure and parking restrictions to hold a 20th Anniversary Celebration on Saturday, August 19, 2023. This event is a celebration of Bryan Schuenke owning the Signature Bar and Grill in downtown Faribault for 20 years. This event is open to the public and is a community event.

The request is to close 2nd Street NE between Central Avenue and the alley midway to 1st Avenue NE from 1:00 pm to 11:30 pm on Saturday, August 19, 2023, for outdoor beer garden and live entertainment.

Recommendation:

Approve Resolution 2023-089 to close 2nd Street NE as requested for the Signature Bar & Grill anniversary celebration.

Attachments:

1. Resolution 2023-089 Approve Street Closures for Signature Bar & Grill Anniversary Celebration
2. Signature Request

CITY OF FARIBAULT

RESOLUTION #2023-089

APPROVE STREET CLOSURE FOR THE SIGNATURE BAR & GRILL ANNIVERSARY CELEBRATION

WHEREAS, the Signature Bar and Grill is hosting a 20th Anniversary Celebration on Saturday, August 19, 2023; and

WHEREAS, the Faribault City Council is supportive of these events; and

WHEREAS, this event is open to the Community as a community event; and

WHEREAS, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

NOW, THEREFORE BE IT RESOLVED, that 2nd Street NE between Central Avenue and the alley midway to 1st Avenue NE will be closed from 1:00 p.m. to 11:30 p.m. on Saturday, August 19, 2023, for the Signature Bar and Grill 20th Anniversary Celebration.

Date Adopted: April 25, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

From: [Paul Peanasky](#)
To: [Denise Hansen](#)
Subject: FW: August event
Date: Thursday, April 20, 2023 8:48:06 AM

City Council item

From: Bryan Schuenke <thesigbarandgrillllc@gmail.com>
Sent: Wednesday, April 19, 2023 3:30 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Re: August event

Hello Paul,

I think that what was provided before should be more than adequate. We would like to close the corner of 2nd Street and Central Ave on August 19, 2023 for the 20th anniversary of Bryan owning The Signature. We don't need to close off Central Ave... We don't want to disrupt businesses on Central, however I've already talked to Janna (on 2nd St) and she is okay with it. It will be between 3:00pm - 11:30pm. That should give us enough time to set up and tear down as well as clean up any trash (even though you're providing barrels, it might be a mess).

On behalf of Bryan Schuenke, Thank you so much for working with us on this. If you need me to speak to the council or if you need any more information, please let me know.

Shannon Prather
The Signature Bar and Grill, LLC
thesigbarandgrillllc@gmail.com
952-666-0490
I

On Tue, Apr 18, 2023 at 5:13 PM Paul Peanasky <ppeanasky@ci.faribault.mn.us> wrote:

Shannon,
Sorry this took so long. It looks like we provided about 16 picnic tables and 8 barrels for trash. Also 6 barricades and 10 tall cones.

Can I have you send me an email that just asks to close the street on August 19 for whatever hours you need and for the name of your event. I think when I get that information I can get City Council Approval for the event.
Paul



PAUL J. PEANASKY
Parks and Recreation Director

OFFICE | 507-334-2064

EMAIL | ppeanasky@ci.faribault.mn.us

WEB | www.faribault.org

ADDRESS | 15 W. Division St., Faribault, MN 55021



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: April 25, 2023
SUBJECT: Resolution 2023-090 Approve Hiring Economic Development Coordinator

Background:

Due to resignation, there is a need to fill an Economic Development Coordinator position. The position was posted from March 14, 2023 to April 12, 2023.

Six applications were received, reviewed and scored. From that review, three applicants were selected for an interview. The interview panel consisted of David Wanberg, Community and Economic Development Director, Tim Murray, City Administrator, and Kevin Bushard, Human Resources Director. From the panel interview, Ian Luker was selected as the recommendation for hire.

Resolution 2023-090 approves the hiring of Ian Luker as the Economic Development Coordinator. Ian would be hired at Grade K, Step 1, as per the 2022-2024 Non-Union Compensation Plan. He would begin employment on May 1, 2023.

Recommendation:

Approve Resolution 2023-090, approving the hiring of Ian Luker as Economic Development Coordinator.

Attachments:

1. Resolution 2023-090 Approve Hiring Economic Development Coordinator

CITY OF FARIBAULT

RESOLUTION #2023-090

APPROVE HIRING ECONOMIC DEVELOPMENT COORDINATOR

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Ian Luker shall be extended an offer of employment to fill the vacant Economic Development Coordinator position.

Date Adopted: April 25, 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: April 25, 2023
SUBJECT: Resolution 2023-087 Order Improvements, Approve Plans and Specifications and Establish Bid Date for 2023 Lyndale Avenue Trail Project - Contract 2021-05

Background:

The attached resolution orders the improvements and approves the construction plans and specifications for the proposed 2023 Lyndale Avenue Trail Project, Contract 2021-05, including removals, grading, aggregate base, bituminous trail paving, turf restoration and related improvements on the following streets:

Lyndale Avenue (Town Square Lane to 7th Street NW)

The City's current Capital Improvement Plan and Comprehensive Sidewalk and Trails Plan identify the construction of a multi-use trail along Lyndale Avenue from Highland Place to 7th Street NW. The trail segment from Highland Place to Town Square Lane has been constructed and the City has received permitted approvals from Rice County and the Minnesota Department of Transportation for the construction of the segments from Town Square Lane to 7th Street NW within each party's respective rights-of-way.

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering is \$455,000 and the project will be funded from the City's municipal state aid account (MSAS).

The attached resolution also establishes a bid date of May 17, 2023 for the project. Construction is scheduled to begin this summer, with substantial completion by August 15, 2023.

Recommendation:

Approve Resolution 2023-087

Attachments:

Agenda Item: 7.A

1. Resolution 2023-087 Order Improvements Approve Plans and Specs and Establish Bid Date for 2023 Lyndale Avenue Trail Project - Contract 2021-05
2. (2021-05) Bid Proposal Cover and Title Sheet

CITY OF FARIBAULT

RESOLUTION #2023-087

ORDER IMPROVEMENTS, APPROVE PLANS AND SPECIFICATIONS AND ESTABLISH BID DATE FOR LYNDALE AVENUE TRAIL PROJECT - CONTRACT 2021-05

WHEREAS, the City's current Capital Improvement Plan and Comprehensive Sidewalk and Trails Plan identify the construction of a multi-use trail along Lyndale Avenue from Highland Place to 7th Street NW, and;

WHEREAS, the trail segment from Highland Place to Town Square Lane has been constructed and the City has received permitted approvals from Rice County and the Minnesota Department of Transportation for the construction of the segments from Town Square Lane to 7th Street NW within each party's respective rights-of-way, and;

WHEREAS, the project includes removals, grading, aggregate base, bituminous trail paving, turf restoration and related improvements on the following streets:

Lyndale Avenue (Town Square Lane to 7th Street NW)

WHEREAS, the total cost of the improvements is estimated to be \$455,000.00, and;

WHEREAS, plans and specifications for the improvements have been prepared by the City Engineering Department or by a consultant under the direction of the City Engineer.

NOW, THEREFORE BE IT RESOLVED, plans and specifications for the proposed 2023 Lyndale Avenue Trail Project, Contract 2021-05 are hereby ordered as proposed, and;

ALSO, BE IT RESOLVED, that plans and specifications for the 2023 Lyndale Avenue Trail Project, Contract 2021-05, prepared the City Engineering Department or by a consultant under the direction of the City Engineer, are hereby approved, and;

ALSO, BE IT RESOLVED, a bid opening date of May 17, 2023 is hereby

established for the 2023 Lyndale Avenue Trail Project, Contract 2021-05.

Date Adopted: April 25, 2023

Faribault City Council

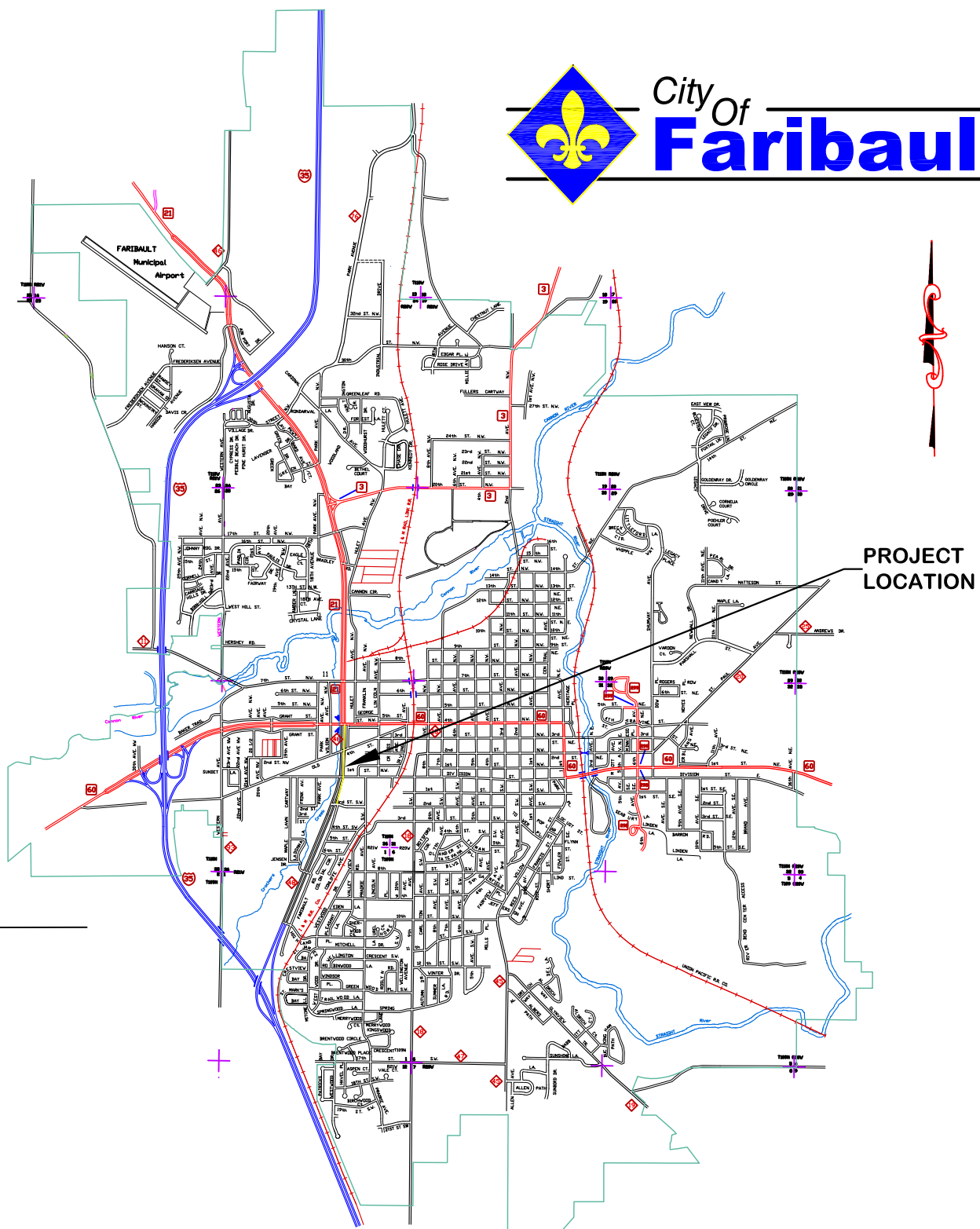
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



City of
Faribault

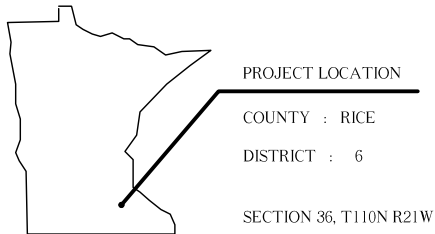


CONTRACT: 2021-05
PROJECT: 2023 LYNDALE AVENUE TRAIL PROJECT
BID DATE: May 17, 2023 11:00 a.m.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.

Mark W. DuChene, City Engineer

LIC. NO. 46594 DATE 4-21-2023



CITY OF FARIBAULT, MINNESOTA

CONSTRUCTION PLAN FOR CONCRETE CURB AND GUTTER REPLACEMENT, BITUMINOUS PAVING, AND CONCRETE SIDEWALK REPLACEMENT.

2023 LYNDAL AVE TRAIL PROJECT
CITY CONTRACT NO. 2021-05
S.A.P. 125-090-004

LYNDAL AVE TRAIL FROM TOWN SQUARE LANE TO 7TH STREET NW

LYNDAL AVE TRAIL	
GROSS LENGTH	3340.50' / 0.633 mi.
BRIDGES LENGTH	NA
EXCEPTIONS LENGTH	NA
NET LENGTH	3340.50' / 0.633 mi.

DESIGN SPEED 20 MPH
4.5' HEIGHT OF EYE, 0.0' HEIGHT OF OBJECT

INDEX OF SHEETS

SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2	STATEMENT OF ESTIMATED QUANTITIES
SHEET NO. 3	TYPICAL SECTIONS / CONSTRUCTION DETAILS
SHEET NO. 4-11	LYNDAL TRAIL - PLAN & PROFILE SHEETS
SHEET NO. 12-13	LYNDAL TRAIL - CROSS SECTION SHEETS
SHEET NO. 14-19	PEDESTRIAN CURB RAMP DETAIL SHEETS
SHEET NO. 20-26	STORM WATER POLLUTION PREVENTION PLAN/DETAILS

THIS PLAN CONTAINS 26 SHEETS

GOVERNING SPECIFICATIONS

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION - 2020 EDITION AND THE "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 22, THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS - 2018 EDITION, AND THE SPECIAL PROVISIONS.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

Mark W. Duchene

CITY ENGINEER

MARK W. DUCHENE, P.E.

DESIGN ENGINEER: I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 3-28-2023 LICENSE NO. 46594

DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY

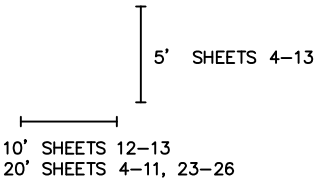
STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING

S.A.P. 125-090-004

CITY CONTRACT NO. 2021-05

PROJECT LOCATION

SCALES



ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MMUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

ALL UTILITY INFORMATION SHOWN IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS QUALITY LEVEL HAS BEEN DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-.2 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

CITY OF FARIBAULT

PLAN NO. D-3019

SHEET 1 OF 26



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: April 25, 2023
SUBJECT: Ordinance 2023-8 Amending Chapter 19 of the City Code of Ordinances regarding Mobile Food Units (Food Trucks) (First Reading)

Background:

The City Council has discussed the development of regulations for mobile food units (food trucks), which are not specifically addressed in our current Code of Ordinances. Food trucks are licensed by the State of Minnesota, but cities do have the authority to regulate them locally as well. A draft ordinance that amends Chapter 19 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS, adding a new section that outlines the operation of food trucks, was reviewed at the Council Work Session on April 18, 2023.

Following is a summary of the key points of the ordinance:

- Food trucks are required to register annually with the City
- Food trucks are only allowed on City-owned property as part of a City-permitted/-acknowledged event or if issued an obstruction permit
- Food trucks are only allowed in the right-of-way as part of a City-permitted/-acknowledged event or if issued an obstruction permit
- Obstruction permits to operate in the right-of-way will generally not be issued for residential areas
- Standard hours of operation are 7am to 10pm

A registration fee of \$50/year will be added to the Fee Schedule at the next meeting, or at such time that the second reading on this ordinance is held. An on-line registration form will also be developed for use, which will be processed through Administration.

Recommendation:

Approve Ordinance 2023-8 on first reading

Attachments:

1. Ordinance 2023-8 Amending Chapter 19 of the City Code of Ordinances regarding Mobile Food Units (Food Trucks)

**CITY OF FARIBAULT
ORDINANCE No. 2023-8**

**AMENDING CHAPTER 19 OF THE CITY CODE OF ORDINANCES REGARDING
MOBILE FOOD UNITS (FOOD TRUCKS)**

WHEREAS, in recent years, Mobile Food Units (food trucks) have been gaining in popularity; and

WHEREAS, the City does not current have any specific regulations regarding the operation of Mobile Food Units (food trucks) with the city limits; and

WHEREAS, the City Council reviewed proposed regulations for the operation of Mobile Food Units at their Work Session on April 18, 2023.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Chapter 19 PEDDLERS, SOLICITOR AND TRANSIENT MERCHANTS of the Faribault City Code of Ordinances shall be amended as follows:

- a. The following definition shall be added to Sec. 19-1. Definitions.:

Mobile Food Unit: A self contained food and beverage service operation that is used to store, prepare, display, or serve food intended for individual portion service that is: a) a vehicle mounted unit, either motorized or trailered; b) readily movable without disassembling for transport to another location; c) a non-motorized vehicle self-propelled by the operator; or d) a mobile food unit as defined in Minnesota Statute §157.15, Subdivision 9.

- b. The following exemption shall be added to Sec. 19-3. (b):

(8) Mobile food units shall not be required to be licensed, but shall be registered annually in accordance with the regulations outlined in Sec. 19-10. of this chapter.

- c. The following section is hereby added to Chapter 19:

Sec. 19-10. Mobile food units.

- (a) Registration requirements.

(1) Registration Required. No person shall operate a mobile food unit in the city without a valid registration required under this Chapter. Mobile food units need not obtain a

Transient Merchant license required under this chapter.

- (2) Application Form. An application for registration under this chapter shall be made on a form provided by the City.
- (3) Insurance. A certificate of insurance that has been issued to the applicant or mobile food unit owner by an insurance company authorized to do business in the state of Minnesota verifying that the applicant is insured against claims arising out of all operations of such applicant under this chapter for the sum of at least one million dollars (\$1,000,000) against liability for bodily injuries and for at least one million dollars (\$1,000,000) against liability for damage or destruction of property. The City of Faribault shall be named as an additional insured for any mobile food units operating in the public right-of-way or on City property.
- (4) State Licensing. Mobile food units shall provide a copy of any license or permit issued by the relevant State of Minnesota agency required to operate a mobile food unit.
- (5) Registration Fee. The fee shall be in an amount determined by City Council by resolution and included in the fee schedule.

(b) Performance standards:

- (1) Location.
 - a. City-owned property. Mobile food units shall not be allowed on City-owned property except when a part of or supporting a City-permitted or City-acknowledged special event occurring on or adjacent to the property.
 - b. Other public property. Mobile food units are allowed on other public property, not owned or regulated by the City, with the permission of the governmental subdivision having jurisdiction over the property.
 - c. Private property. Mobile food units may be located on private property with the consent of the property owner.

- d. Public right-of-way. Mobile food units may not operate within the public right-of-way unless approved as part of a City-permitted or City-acknowledged special event occurring on the adjacent property or unless having obtained an obstruction permit as outlined in Sec. 25-24 of the City Code. Obstruction permits shall generally not be issued in residential areas.
 - e. Proximity to other food establishments. Mobile food units shall not be located closer than 250 feet to an existing food service establishment during their hours of operation unless associated with the establishment or has obtained written approval from the food service establishment to operate within that distance.
- (2) Duration of operations. Mobile food units shall not operate more than 21 days annually within the Faribault city limits.
 - (3) Hours of Operation. Mobile foods units shall not operate earlier than 7:00 a.m. nor later than 10:00 p.m., unless associated with a City-approved special event allowed to operate outside those hours.
 - (4) Laws. Mobile food units shall comply with all federal, state, and local laws, including local nuisance and noise ordinances.
 - (5) Traffic. Mobile food units shall not interfere with vehicle and pedestrian circulation or emergency vehicle access and shall comply with all traffic and parking laws. Any mobile food unit located on a public roadway shall position the unit with the main serving window faced toward the nearest road edge/curb, unless said roadway is closed to traffic.
 - (6) Parking. There shall be adequate parking on the lot or public street to provide space for the mobile food unit as well as satisfy all parking requirements for the property. Any inactive mobile food unit parked off-street shall comply with commercial vehicle regulations per Chapter 8 of Appendix B of the City Code.
 - (7) Drive-Through Prohibited. Mobile food units shall not have a drive-through.

- (8) Signage. Signage shall comply with Chapter 9 of Appendix B of the City Code.
- (9) Nuisance. Mobile food units shall not use any outside sound amplifying equipment, televisions, or similar visual entertainment devices, lights, or noisemakers such as bells, horns, or whistles.
- (10) Refuse. All waste, garbage, litter, and refuse shall be contained in leak proof, nonabsorbent containers which shall be kept covered with tight-fitting lids and properly disposed of by the license holder or event organizer. No waste, garbage, litter or refuse shall be dumped or drained onto sidewalks, streets, gutters, or storm drains. Any use of on-site public trash receptacles/dumpsters shall require approval by the City.
- (11) Power Supply. Mobile food units shall provide an independent power supply that is screened from public view if it is not located on the mobile food unit.
- (12) Registration Displayed. The approved registration shall be displayed on or within the mobile food unit for the duration of the event.

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

First Reading: April 25, 2023

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
3 MONTHS ENDING March 31, 2023
25.00%



GENERAL FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Taxes	\$ 9,150,828	\$ 9,656,552	\$ 18,344	0.19%
Permit & Licenses	694,627	730,281	220,230	30.16%
Intergovernmental Revenue	8,606,802	7,311,762	206,928	2.83%
Charges for Services	1,632,119	1,601,335	172,813	10.79%
Fines & Forfeits	131,353	128,000	30,590	23.90%
Miscellaneous Revenue	(155,107)	179,290	210,257	117.27%
Other Sources	22,600	-	-	0.00%
Total	\$ 20,083,221	\$ 19,607,220	\$ 859,162	4.38%
Expenditures				
Council	\$ 455,855	\$ 408,342	\$ 120,040	29.40%
City Administration	293,502	312,160	67,463	21.61%
Communications	-	-	13,226	0.00%
Elections	38,080	1,810	31	1.72%
Finance Administration	438,440	475,645	128,068	26.93%
Information Services	219,919	234,864	54,823	23.34%
Legal Services	242,618	277,230	60,496	21.82%
Personnel Administration	319,287	350,251	82,527	23.56%
Planning & Zoning	455,009	502,987	83,698	16.64%
City Hall Maintenance	171,165	170,882	48,623	28.45%
Police Administration	1,125,366	1,156,523	273,950	23.69%
Criminal Investigation	1,063,811	1,144,780	242,203	21.16%
Uniform Patrol	3,277,805	3,571,124	943,164	26.41%
Police Records	347,753	338,079	65,572	19.40%
Fire Administration	286,602	304,448	71,018	23.33%
Fire Suppression	1,470,568	1,487,043	342,015	23.00%
Code Enforcement -Inspection	569,660	593,686	90,163	15.19%
Emergency Management	5,678	6,050	236	3.90%
Community Services	246,791	324,106	50,623	15.62%
Public Works Administration	105,223	119,778	40,244	33.60%
Street Maintenance Projects	1,539,837	1,524,032	408,505	26.80%
Ice & Snow Removal	142,688	125,000	99,676	79.74%
Equipment Maintenance	317,087	285,430	68,377	23.96%
Street Lighting	301,624	314,500	50,157	15.95%
Traffic Signs & Signals	46,090	44,410	2,200	4.95%
Engineering	588,026	632,817	161,774	25.56%
Community Center Administration	655,476	689,631	139,773	20.27%
Community Center Building	588,005	605,931	128,855	21.27%
Aquatic Center	369,672	362,922	22,351	6.16%
Washington Center	73,664	72,504	17,041	23.50%
Soccer Complex	35,468	31,681	1,392	4.39%
Adult Programs	160,860	165,484	40,920	24.73%
Youth Programs	121,068	151,161	16,881	11.17%
Parks	1,107,141	1,194,189	233,283	19.53%
Library	1,170,396	1,315,842	293,171	22.28%
Miscellaneous Unallocated	208,599	303,208	-	0.00%
Mass Transit	-	10,000	-	0.00%
Total	\$ 18,558,832	\$ 19,608,530	\$ 4,462,540	22.76%
	1,524,389	(1,310)	(3,603,378)	
* transfer to capital funds	(741,190)			
YTD Fund Balance Increase (Decrease)	783,199			

WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 4,021,848	\$ 4,034,661	\$ 1,026,544	25.44%
Miscellaneous Revenue	(88,754)	117,700	145,330	123.47%
Other Sources	1,263,230	-	-	
Total	\$ 5,196,324	\$ 4,152,361	\$ 1,171,874	28.22%
Expenses				
Personnel Services	\$ 655,792	\$ 576,707	\$ 133,973	23.23%
Supplies	416,617	376,750	115,411	30.63%
Other Services & Charges	1,086,220	717,718	199,221	27.76%
Capital Outlay	-	5,890,089	5,294	0.09%
Debt Service	87,783	589,216	42,291	7.18%
Other Uses	90,000	90,000	22,500	25.00%
Total	\$ 2,336,411	\$ 8,240,480	\$ 518,690	6.29%
YTD Fund Balance Increase (Decrease)	2,859,913	(4,088,119)	653,183	
Depreciation	(701,453)	(1,100,000)	(275,000)	
YTD Fund Balance Increase (Decrease) with depreciation	2,158,460		378,183	

SEWER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 6,618,833	\$ 6,653,691	\$ 1,598,629	24.03%
Fines & Forfeits	-	-	1,500	
Miscellaneous Revenue	(518,431)	218,000	273,960	125.67%
Other Sources	21,268	-	-	
Total	\$ 6,121,671	\$ 6,871,691	\$ 1,874,089	27.27%
Expenses				
Sewer Collection				
Personnel Services	\$ 722,797	\$ 533,411	\$ 119,765	22.45%
Supplies	70,836	70,775	16,333	23.08%
Other Services & Charges	1,451,771	302,509	48,990	16.19%
Capital Outlay	-	3,488,206	5,463	0.16%
Other Uses	105,000	105,000	26,250	25.00%
Water Reclamation Plant				
Personnel Services	998,154	1,002,809	227,193	22.66%
Supplies	350,462	411,200	139,133	33.84%
Other Services & Charges	(38,515)	1,200,556	182,995	15.24%
Capital Outlay	-	387,429	13,256	3.42%
Debt Service	261,899	1,496,944	120,972	8.08%
Other Uses	105,000	105,000	26,250	25.00%
Total	\$ 4,027,406	\$ 9,103,839	\$ 926,600	10.18%
YTD Fund Balance Increase (Decrease)	2,094,265	(2,232,148)	947,489	
Depreciation	(1,728,670)	(1,725,000)	(431,250)	
YTD Fund Balance Increase (Decrease) with depreciation	365,595		516,239	

STORM WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 1,399,095	\$ 1,467,909	\$ 387,427	26.39%
Miscellaneous Revenue	206,630	73,167	74,710	102.11%
Intergovernmental	-	-	-	0.00%
Total	\$ 1,605,725	\$ 1,541,076	\$ 462,137	29.99%
Expenses				
Personnel Services	\$ 271,006	\$ 258,281	\$ 55,208	21.38%
Supplies	26,380	37,400	1,637	4.38%
Other Services & Charges	167,899	211,738	16,012	7.56%
Capital Outlay	-	3,116,200	2,399	0.08%
Other Uses	-	-	-	
Total	\$ 465,284	\$ 3,623,619	\$ 75,255	2.08%
YTD Fund Balance Increase (Decrease)	1,140,441	(2,082,543)	386,881	
Depreciation	(328,265)	(330,000)	(82,500)	
YTD Fund Balance Increase (Decrease) with depreciation	812,177		304,381	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
3 MONTHS ENDING March 31, 2023
25.00%



CASH AND INVESTMENTS					
101	General Fund	7,782,444			Average interest Rate
	Fire Insurance Escrow	51,533	Wells Fargo	487,692	0.00%
210	Charitable Gambling Board	53,813	4M Fund	298,134	4.69%
211	City Rental Property Mgmt	97,363	State Bank of Faribault	3,440,665	4.77%
215	Public Safety Programs	43,098	Citizens Community Federal	3,522,917	4.79%
217	Library Estate Donation	2,954,916	RBC	34,076,783	1.75%
225	Airport	350,184	Oppenheimer	7,392,515	2.24%
240	Community Development	441,403		<u>\$ 49,218,707</u>	
241	Public Housing	(12,635)			
	Security Deposits Escrow	22,533			
243	Industrial Development Loan	262,797			
244	Rental Housing Rehabilitation	193,503	Petty cash (on hand)	1,145	
247	SCDP Revolving Loans	370,775	Escrow Accounts	88,668	4.58%
248	Federal MIF Loans	641,277		<u>\$ 89,813</u>	
249	Minnesota Investment Fund	14,410			
254	CRV Rehabilitation Program	58,520			
263-272	TIF Districts	166,248			
280	Faribault HRA	942,835			
290	Economic Development Authority	812,772	TOTAL CASH	<u>\$ 49,308,520</u>	
292	EDA Revolving Fund	407,026			
344-349	Debt Service Funds	1,958,552			
401	Street Improvement Projects	2,891,907			
404	Park Land Dedication	478,900			
431	Capital Replacement Fund	1,917,886			
437	Public Facility Projects	838,913			
601	Water Fund	7,303,532			
602	Sewer Fund	12,853,327			
603	Storm Water Fund	3,768,259			
704	Worker's Compensation	292,914			
705	Property Liability Reserve	155,285			
873	Roberds Lake Sewer District	9,367			
897	Elderly Housing Corporation	472,924			
898	Robinwood Manor	697,337			
	Escrow Account	14,603			
	Total	<u>\$ 49,308,520</u>			