



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, AUGUST 8, 2023

6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Presentations/Introductions – None**
3. **Approve minutes of the July 25, 2023 City Council Meeting**
 - A. Approve minutes of the July 25, 2023 City Council Meeting
4. **Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2023-143 Accept Donations to the City of Faribault
 - C. Approve Use of North Alexander Park and City Trail for Spooktacular Walk/Run
 - D. Approve Use of North Alexander Park for the Heart and Soul for Cole Color Run
 - E. Resolution 2023-144 Approve Archery Deer Hunt at River Bend Nature Center
 - F. Approve 2023 Drug and Alcohol-Free Workplace Policy
 - G. Approve Pantheon Agreement
 - H. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License
 - I. Approve Petition and Waiver of Assessment for Water Service Repair at 1024 7th Avenue SW
 - J. Accept Quote for Rotary Screen Parts at Water Reclamation Facility
 - K. Resolution 2023-146 Approve Declaration of Used Police Taser X26's as Surplus Property
 - L. Approve Quote for Maintenance to the Exterior of the Fire Station
 - M. Resolution 2023-145 Approve Local Road Improvement Program Grant Agreement Grant Terms and Conditions SAP 125-116-007 - Contract 2023-03
 - N. Resolution 2023-134 Authorize Execution of a Minor Subdivision Agreement with T Nelson Properties at 128 8th Avenue NW
 - O. Resolution 2023-149 Authorize Execution of a Minor Subdivision Agreement with Division Street Storage LLC at 1101 Division Street W
 - P. Approve Substitution of Equipment Purchase
 - Q. Resolution 2023-150 Approve Hiring Receptionist
 - R. Resolution 2023-151 Approve LG230 Application for Off-Site Gambling for Divine Mercy Catholic School
 - S. Resolution 2023-152 Approve MnDOT Agreement 1052539 for TH 3 Roundabout Detour
5. **Requests to be Heard**
6. **Public Hearings**
 - A. Proposed Interim Ordinance Authorizing a Study and Moratorium on Cannabis Businesses

1. Ordinance 2023-20 An Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses within the city of Faribault (First Reading)
- B. Proposed Amendments to Chapters 8 and 12 of the Faribault City Charter
 1. Ordinance 2023-16 Amending Section 12.02 – Oath of office. of the Faribault City Charter (First Reading)
 2. Ordinance 2023-17 Amending Section 12.04 – Sale of real property. of the Faribault City Charter (First Reading)
 3. Ordinance 2023-18 Adding Section 12.09 – Fines and civil penalties. to the Faribault City Charter (First Reading)
 4. Ordinance 2023-19 Amending CHAPTER 8. - PUBLIC IMPROVEMENTS AND SPECIAL ASSESSMENTS of the Faribault City Charter (First Reading)
- C. Resolution 2023-147 Adopting Special Assessments for a Portion of Special Assessment Roll #S-F1107 Related to the 2017 Street Overlay and Sidewalk Improvements - Contract 2017-02

7. Items for Discussion

- A. Ordinance 2023-15 Amending Chapter 14 of the Faribault City Code of Ordinances (Second Reading)
 1. Approve Summary Publication

8. Bids

- A. Resolution 2023-148 Accept Bid for City Hall Improvements

9. Boards and Commissions Reports, Announcements and Project Updates

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JULY 25, 2023

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 p.m. Councilors Sara Caron, Adama Doumbouya, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele were in attendance. Also in attendance were Deputy City Administrator Kevin Bushard, City Clerk Heather Slechta, Parks and Recreation Director Paul Peanasky, Community & Economic Development Director David Wanberg, Police Chief John Sherwin, Fire and Code Services Director Dustin Dienst and City Attorney Scott Riggs.

Presentations/Introductions

Mayor Voracek presented the Night to Unite Proclamation to Police Chief John Sherwin. Chief Sherwin informed the Council that there are currently 12 parties registered for Night to Unite on August 1, 2023. The Police Department is working with Communication Manager Brad Phenow to create a map with the party locations.

Approve minutes of the July 11, 2023 Joint City Council/Rice County Commissioners Meeting and the July 11, 2023 City Council Meeting

Motion by Ross, seconded by Thiele to Approve Minutes of the July 11, 2023 Joint City Council/Rice County Commissioners Meeting and the July 11, 2023 City Council Meeting and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve Hold Harmless and Indemnification Agreement with The Signature Bar and Grill
- C. Approve Use of Central Park for Light of Hope Cancer Foundation Event
- D. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License
- E. Resolution 2023-139 Approve Hiring Community Services Officer
- F. Resolution 2023-142 Authorizing an Interfund Loan for Advance of Certain Costs in Connection with TIF 1-19: Lockerby Area Redevelopment (A Redevelopment Tax Increment Financing District)

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

Requests to be Heard

Jeff Stephens, 1210 7th Street NW thanked Public Works Director Travis Block for the installation of the bump outs on 7th and Lincoln as well as 2nd Avenue NW. He requested that the City now work on truck traffic on 7th Street.

Public Hearings – None

Items for Discussion

Ordinance 2023-15 Amending Chapter 14 of the Faribault City Code of Ordinances (First Reading)

City Clerk Heather Slechta stated that currently, licensed tobacco establishments are not allowed to sell glass pipes, dug-outs, one-hitters, grinders, measuring scales and small bags. City Staff have received a request to remove that language from our City Code, Chapter 14, Section 19 (10)(g). Slechta further stated that on August 1, 2023, personal use of marijuana will be legal in the state of Minnesota, and these items are commonly associated with personal use of marijuana. As such, Staff recommended removing Sec. 14-19 (10) g. from the current ordinance. The City Attorney has reviewed and supports

this change.

Motion by Caron, seconded by Thiele to approve Ordinance 2023-15 Amending Chapter 14 of the Faribault City Code of Ordinances (First Reading)

Roll Call Vote:

Aye:

Nay:

Motion carried 7:0

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided as part of the meeting materials. Mayor Voracek reminded the Council that August 1st is Night to Unite. Councilor van Sluis stated that the “Battle of the Badges” is on Thursday evening at 7 p.m. van Sluis suggested that the Council take on the winner of the game. City Clerk Heather Slechta reminded the Council that there is a Work Session following the regular City Council meeting.

Adjournment

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

Meeting adjourned at 6:10 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: August 8, 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 \$3,864,854.75, which includes check numbers 178489 to 178593 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. 08-08-2023 Council AP List

AP
AP Council Approval 08-08-2023



User: astadler
Printed: 8/3/2023 9:50:45 AM

Check Num	Last Name	Acct 1	Amount	Description
178497	1st Line/Leewes Ventures LLC	101-45125-450-42990	642.25	Slush Base & Flavoring for Resale at Aquatic Center
	1st Line/Leewes Ventures LLC		642.25	
0	Ag Partners Coop	101-45200-450-42160	180.36	Brush Killer
0	Ag Partners Coop	101-45127-450-42160	620.00	Fertilizer
	Ag Partners Coop		800.36	
178498	Alliance Contracting Inc	101-00000-000-22000	5,000.00	Final Release Escrow Landscaping-Straight River Apts
	Alliance Contracting Inc		5,000.00	
178499	Amazon Capital Services	101-45500-450-42010	16.99	Scrub Cleaning Brush
178499	Amazon Capital Services	101-45500-450-42410	49.80	Dustbuster Cordless Handheld Vacuum
178499	Amazon Capital Services	101-45500-450-42192	19.99	Audio/Visual
178499	Amazon Capital Services	101-42220-420-42110	29.99	Stethoscope
178499	Amazon Capital Services	101-45500-450-42190	15.52	Book
178499	Amazon Capital Services	101-45500-450-42190	77.47	Books
178499	Amazon Capital Services	101-45500-450-42190	24.98	Books
178499	Amazon Capital Services	101-42700-420-42110	26.98	iPhone Case / L Pina
178499	Amazon Capital Services	101-45500-450-42010	42.64	Sign Holder for Stanchions
178499	Amazon Capital Services	101-45140-450-42110	64.71	Fun Center Supplies
178499	Amazon Capital Services	101-41940-410-42110	59.39	Paper Plates for City Hall
178499	Amazon Capital Services	101-45500-450-42010	13.95	Plexiglass Holders
178499	Amazon Capital Services	101-45500-450-42190	7.99	Books
178499	Amazon Capital Services	101-45500-450-43130	19.54	Cardstock
178499	Amazon Capital Services	101-41940-410-42110	32.99	Paper Bowls
178499	Amazon Capital Services	101-41940-410-42110	29.70	Furniture Sliders
178499	Amazon Capital Services	101-43121-430-42170	100.01	Flame Resistant Coats & Waterproof Boots
178499	Amazon Capital Services	101-45140-450-42110	141.94	Pet Parade Crown and Supplies
178499	Amazon Capital Services	101-45500-450-42190	75.00	Books
178499	Amazon Capital Services	101-45500-450-42190	114.63	Books

Check Numb	Last Name	Acct 1	Amount	Description
178499	Amazon Capital Services	101-43121-430-42020	59.98	Webcams
178499	Amazon Capital Services	101-45110-450-42110	59.97	iPhone Cases
178499	Amazon Capital Services	101-45140-450-42110	107.96	Cub Football Mouth Guards
178499	Amazon Capital Services	602-49450-000-42110	39.98	iPhone Cases
178499	Amazon Capital Services	601-49430-000-42110	39.98	iPhone Cases
178499	Amazon Capital Services	101-42220-420-42110	39.98	iPhone Cases
178499	Amazon Capital Services	101-42123-420-42110	94.95	iPhone Cases and Phone Charger
178499	Amazon Capital Services	101-43190-430-42110	19.99	iPhone Cases
	Amazon Capital Services		1,427.00	
0	Angle Spencer	101-42123-420-43310	15.00	Lunch Per Diem / FTO Basic Training
	Angle Spencer		15.00	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	62.65	Public Notices for Planning Commission
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	206.26	City-Initiated Rezoning Publications
0	APG Media of Southern Minnesota LLC	437-41940-410-45200	440.01	City Hall Renovations Bid Notice
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	910.58	Legal Notices - Agendas and Ordinances
	APG Media of Southern Minnesota LLC		1,619.50	
178500	Armed Forces Reserve Center	101-45122-450-44160	4,260.00	Armory Hours - January-July 2023
	Armed Forces Reserve Center		4,260.00	
178501	Aspen Mills	101-42123-420-42180	521.96	Full Uniform / M Trupe
178501	Aspen Mills	101-42123-420-42180	1,073.42	Full Uniform / J Witt
	Aspen Mills		1,595.38	
0	Auto Value Parts Store	101-42121-420-42210	46.98	Wheel Seal and Bearing / #12
0	Auto Value Parts Store	101-42121-420-42210	20.97	Wheel Lug Nut / #12
0	Auto Value Parts Store	101-42121-420-42210	14.99	Gear Oil / #12
	Auto Value Parts Store		82.94	
0	B & N Enterprises LLC	101-42123-420-44040	485.00	Windshield / #2 and Labor
	B & N Enterprises LLC		485.00	
178502	Baker & Taylor Entertainment	101-45500-450-42190	8.55	Books
178502	Baker & Taylor Entertainment	101-45500-450-42190	37.18	Books

Check Numb	Last Name	Acct 1	Amount	Description
178502	Baker & Taylor Entertainment	101-45500-450-42190	74.01	Books
178502	Baker & Taylor Entertainment	101-45500-450-42190	150.31	Books
178502	Baker & Taylor Entertainment	101-45500-450-42190	154.10	Books
178502	Baker & Taylor Entertainment	101-45500-450-42190	499.17	Books
178502	Baker & Taylor Entertainment	101-45500-450-42190	229.26	Books
178502	Baker & Taylor Entertainment	101-45500-450-42190	881.19	Books
	Baker & Taylor Entertainment		2,033.77	
178503	Benson Jake & Carly	601-00000-000-20200	61.48	Refund Check 023653-000, 2405 Johnny Ridge Rd
	Benson Jake & Carly		61.48	
0	Border States Industries Inc	101-42110-420-42230	46.64	Light Bulbs
	Border States Industries Inc		46.64	
178504	Brownells Inc	101-42123-420-42410	220.82	Miscellaneous Parts for Firearms
	Brownells Inc		220.82	
178505	Broyhill Manufacturing Co The	101-45200-450-42210	202.09	Coil Springs
	Broyhill Manufacturing Co The		202.09	
178506	Burger Steven	601-00000-000-20200	97.57	Refund Check 007908-000, 19 Mitchell Dr
	Burger Steven		97.57	
178490	c/o Teledoc Inc Healthiest You	101-00000-000-21707	870.00	Healthiest You - August 2023
	c/o Teledoc Inc Healthiest You		870.00	
178507	Cengage Learning Inc	101-45500-450-42190	20.00	Book
	Cengage Learning Inc		20.00	
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Cleaning
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	602-49480-000-44060	48.44	Mats and Towels
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	601-49430-000-42170	9.09	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42170	1.29	Safety Cabinet Restock
0	Cintas Corporation	602-49450-000-42170	9.09	Safety Cabinet Restock
0	Cintas Corporation	101-43121-430-42170	87.31	Safety Cabinet Restock
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Washing
0	Cintas Corporation	602-49480-000-44060	6.43	Mats
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	29.33	Shop Towels - Dust Mop
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-43121-430-42110	53.41	Disposable Towels
	Cintas Corporation		578.55	
178491	City of Faribault	101-00000-000-11500	41.67	PR Batch 00515.07.2023 Miscellaneous
	City of Faribault		41.67	
178508	City of Northfield	101-42123-420-43090	2,376.92	TZD Reimbursement for Q3
	City of Northfield		2,376.92	
0	Clean River Partners	603-49500-000-43090	2,136.25	SWPPP Education 2nd Quarter
	Clean River Partners		2,136.25	
178492	Colonial Life	101-00000-000-21711	80.00	Short Term Disability
	Colonial Life		80.00	
178509	Community Co-op Oil Assn	101-43121-430-44040	53.45	Tire Repair - Street #526
178509	Community Co-op Oil Assn	101-43121-430-42220	1,503.80	Tires - Street #122
178509	Community Co-op Oil Assn	101-42220-420-42120	25.00	Fuel
	Community Co-op Oil Assn		1,582.25	
178510	Consolidated Communications	902-00000-000-23935	56.72	Consolidated Communications

Check Numb	Last Name	Acct 1	Amount	Description
178510	Consolidated Communications	101-45126-450-43250	-28.04	Washington Internet/Intranet
178510	Consolidated Communications	902-00000-000-23935	-56.72	Consolidated Communications
178510	Consolidated Communications	601-49430-000-43250	71.55	Water Plant DSL w/ Static IP
178510	Consolidated Communications	101-41110-410-43250	13.21	Council Chambers TV Services
	Consolidated Communications		56.72	
0	Continental Research Corporation	101-45200-450-42110	895.39	Toilet Bowl Cleaner - Glass Cleaner - Graffiti Remover
	Continental Research Corporation		895.39	
178511	Coon Kevin	601-00000-000-20200	23.95	Refund Check 011858-014, 402 20 St NW
	Coon Kevin		23.95	
178512	Core & Main LP	601-49430-000-42110	54.64	Water Meters - Freight
178512	Core & Main LP	601-49430-000-42110	1,549.04	Water Meter Radios
	Core & Main LP		1,603.68	
178513	Creative Co-Op	101-45122-450-42110	96.00	Garbage Bags
	Creative Co-Op		96.00	
0	Culligan	101-45500-450-44010	39.95	Service Call
0	Culligan	101-41940-410-44160	125.60	Water Equipment Rental
0	Culligan	101-45500-450-44160	40.50	Equipment Rental
0	Culligan	101-45200-450-42110	73.00	Softener Salt and Rust Remover Salt
0	Culligan	101-42110-420-42230	241.10	Water
0	Culligan	101-45122-450-44160	39.35	Water Equipment Rental
0	Culligan	101-45122-450-42110	188.75	Softener Salt and Rust Remover Salt
	Culligan		748.25	
0	Cunniff Shanda	101-45140-450-42110	8.53	Dish Soap for Teepee Baseball Program
	Cunniff Shanda		8.53	
178514	CustomInk Parent LLC	101-43121-430-42180	708.30	Work T-Shirts
178514	CustomInk Parent LLC	101-43126-430-42180	200.00	Work T-Shirts
	CustomInk Parent LLC		908.30	

Check Numb	Last Name	Acct 1	Amount	Description
178515	D&S Banner Sign & Print LLC	101-45140-450-42110	97.50	Pet Parade Sponsor Banner
	D&S Banner Sign & Print LLC		97.50	
0	Dakota Supply Group	601-49430-000-42110	3,609.12	Watermain Couplings/Gaskets Etc
0	Dakota Supply Group	601-49430-000-42110	2,023.69	Meters & Gaskets
0	Dakota Supply Group	601-49430-000-42110	156.04	Valve Adaptor
	Dakota Supply Group		5,788.85	
178516	Dalco	101-42110-420-42230	65.75	Dish Soap
	Dalco		65.75	
178517	Department of Human Services	101-45127-450-43090	382.50	State Crew Services
178517	Department of Human Services	101-45200-450-43090	1,853.00	State Crew Services
	Department of Human Services		2,235.50	
178518	Divine Mercy Catholic Church	602-49450-000-45300	11,325.00	FBO Apts Plat Reimbursement for Trunk Sewer
178518	Divine Mercy Catholic Church	601-49430-000-45300	11,325.00	FBO Apts Plat Reimbursement for Trunk Water
	Divine Mercy Catholic Church		22,650.00	
178519	Dog Waste Depot	101-45200-450-42110	439.96	Doggie Bags
	Dog Waste Depot		439.96	
0	Donahues	101-45200-450-42250	130.30	Plants/Flowers
	Donahues		130.30	
178520	Dufours Cleaners	101-42220-420-42180	54.95	Repair Sparky Uniform / New Zipper
	Dufours Cleaners		54.95	
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	313.73	Lanier IM C2500 Copier
	E O Johnson Company Inc-Dallas		313.73	
178521	Earl F Andersen Inc	101-43170-430-42240	1,961.15	Delineators

Check Numb	Last Name	Acct 1	Amount	Description
	Earl F Andersen Inc		1,961.15	
178522	Ehlers & Associates Inc	271-46500-462-43070	220.84	TIF OSA Reporting Preparation
178522	Ehlers & Associates Inc	271-46500-462-43070	220.84	TIF OSA Reporting Preparation
178522	Ehlers & Associates Inc	267-46500-462-43070	220.83	TIF OSA Reporting Preparation
178522	Ehlers & Associates Inc	266-46500-462-43070	220.83	TIF OSA Reporting Preparation
178522	Ehlers & Associates Inc	263-46500-462-43070	220.83	TIF OSA Reporting Preparation
178522	Ehlers & Associates Inc	270-46500-462-43070	220.83	TIF OSA Reporting Preparation
	Ehlers & Associates Inc		1,325.00	
178523	Emergency Apparatus Maintenance Inc	101-42220-420-43090	344.42	NFPA Pump Testing #2117
178523	Emergency Apparatus Maintenance Inc	101-42220-420-43090	344.42	NFPA Pump Testing #2155
178523	Emergency Apparatus Maintenance Inc	101-42220-420-43090	344.42	NFPA Pump Testing #2110
178523	Emergency Apparatus Maintenance Inc	101-42220-420-43090	344.42	NFPA Pump Test #2115
	Emergency Apparatus Maintenance Inc		1,377.68	
0	Empower Retirement-HCSP	101-00000-000-21720	1,547.31	PR Batch 00515.07.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		1,547.31	
178524	Environmental Equipment & Service	101-43121-430-42210	90.00	Hydraulic Valve Assembly - Street #317
	Environmental Equipment & Service		90.00	
0	Falkstone LLC	101-43121-430-42240	767.94	Sealcoat Rock
0	Falkstone LLC	101-43121-430-42240	242.44	Sealcoat Rock
	Falkstone LLC		1,010.38	
178525	Fame Awards	101-45130-450-43130	135.00	Six Summer Adult Softball Plaques
	Fame Awards		135.00	
178526	Fareway Stores Inc #126	101-41800-410-42115	29.80	ERP Demonstration Meeting - Donuts
178526	Fareway Stores Inc #126	101-41940-410-42110	11.96	Paper Plates for City Hall
178526	Fareway Stores Inc #126	101-42123-420-42115	13.99	Treats for Take it to the Box
	Fareway Stores Inc #126		55.75	
178527	Faribault Ace Hardware	101-45200-450-42110	55.67	Paint/Supplies

Check Numb	Last Name	Acct 1	Amount	Description
178527	Faribault Ace Hardware	602-49480-000-42110	62.65	Duct Tape/Sawzall Blades
178527	Faribault Ace Hardware	101-45125-450-42110	218.27	Fly Traps and Cleaning Supplies
178527	Faribault Ace Hardware	101-45130-450-42110	8.98	Electrical Tape
178527	Faribault Ace Hardware	101-45200-450-42110	100.96	Paint
178527	Faribault Ace Hardware	602-49480-000-42230	44.90	LED Replacement Bulbs
178527	Faribault Ace Hardware	602-49480-000-42210	46.54	Bypass Pump Drain
178527	Faribault Ace Hardware	101-42110-420-42110	48.50	Fasteners
178527	Faribault Ace Hardware	101-45200-450-42110	33.28	Dust Pan/Broom
178527	Faribault Ace Hardware	101-45200-450-42110	4.28	Fasteners/Nuts/Bolts
178527	Faribault Ace Hardware	101-41940-410-42110	16.19	Window Cleaning Supplies
178527	Faribault Ace Hardware	101-45122-450-42230	69.24	Cleaners - Weed Killer - Scouring Pads
	Faribault Ace Hardware		709.46	
178528	Faribault Area Chamber of Commerce	101-00000-410-34103	742.00	Return of Application Fees tor State Ave Project Cancelled
178529	Faribault Area Chamber of Commerce	101-41110-410-44384	14,585.16	Lodging Taxes - June
	Faribault Area Chamber of Commerce		15,327.16	
0	Faribault Fleet Supply Inc	101-45200-450-42110	1.79	Cable Stops
0	Faribault Fleet Supply Inc	101-42220-420-42110	15.99	Propane Tank Refill
0	Faribault Fleet Supply Inc	101-43121-430-42210	1.98	Bolts/Nuts/Washers - Street #302
0	Faribault Fleet Supply Inc	101-43170-430-42110	2.39	Hardware
0	Faribault Fleet Supply Inc	101-43170-430-42110	82.17	Hardware
0	Faribault Fleet Supply Inc	225-49810-430-42110	28.93	Grade 8 Nuts - Bolts - Washers
0	Faribault Fleet Supply Inc	225-49810-430-42110	411.26	Grease Hose & Gun/Nuts/Bolts/Washers
0	Faribault Fleet Supply Inc	101-43170-430-42240	67.99	Paint Stripper
0	Faribault Fleet Supply Inc	101-43190-430-42110	9.98	Hatchet Handle Wedge
0	Faribault Fleet Supply Inc	602-49480-000-42170	79.98	Rubber Boots
0	Faribault Fleet Supply Inc	225-49810-430-42110	31.87	Hardware - Grade 8 Nuts - Bolts & Washers
0	Faribault Fleet Supply Inc	101-43121-430-42110	5.99	Battery
0	Faribault Fleet Supply Inc	101-43126-430-42110	24.87	Hardware #123
0	Faribault Fleet Supply Inc	601-49430-000-42110	41.98	Oats for Restoration
	Faribault Fleet Supply Inc		807.17	
178530	Faribault Ice Arena Association	101-45130-450-43430	425.00	Advertising - Sign at Ice Arena
	Faribault Ice Arena Association		425.00	
178531	Faribault Rental Equipment Inc	101-43121-430-42210	4.00	Pneumatic Air Hose Seals - Street #305
178531	Faribault Rental Equipment Inc	101-45200-450-42130	42.50	Chain Saw Oil

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Rental Equipment Inc		46.50	
0	Fastenal Company	101-43121-430-42170	118.65	Safety Glasses/Ear Plugs
	Fastenal Company		118.65	
0	Fette Electronics Inc	225-49810-430-44010	299.88	Monthly Monitoring for Fire & Sprinkler
	Fette Electronics Inc		299.88	
178532	Fire Safety USA Inc	101-42220-420-42170	393.95	Lion Wildland Firefighting Boots
	Fire Safety USA Inc		393.95	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis
	Garlick Brothers LLC		40.00	
178489	GIS Benefits	101-00000-000-21715	5,264.82	Dental Insurance Prepaid - May
178489	GIS Benefits	101-00000-000-11510	76.72	P Froman Dental - May
178489	GIS Benefits	101-00000-000-11510	76.72	J Remme Dental - May
178489	GIS Benefits	101-00000-000-11510	8.63	T Manz Vision - May
178489	GIS Benefits	101-00000-000-21717	515.54	Vision Insurance Prepaid - May
178489	GIS Benefits	101-00000-000-11510	30.73	T Manz Dental - May
178489	GIS Benefits	101-00000-000-11510	30.73	C Springer Dental - May
178489	GIS Benefits	101-00000-000-21711	700.50	Voluntary Short Term Disability - May
178489	GIS Benefits	101-00000-000-11510	8.63	C Springer Vision - May
178489	GIS Benefits	101-00000-000-21716	985.98	Accident/Critical Illness - May
178489	GIS Benefits	101-00000-000-21710	1,725.54	Voluntary Life Insurance - May
	GIS Benefits		9,424.54	
178533	Glenn's Service LLC	101-42123-420-44040	100.00	Mount and Balance Tires / #14
178533	Glenn's Service LLC	101-42123-420-44040	69.95	Tire Repair / #9
	Glenn's Service LLC		169.95	
0	Godfather's Pizza	101-45125-450-42990	120.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	135.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-41800-410-42115	78.17	Lunch for Software Demo
0	Godfather's Pizza	101-45125-450-42990	90.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	105.00	Pizza for Resale at Aquatic Center

Check Numb	Last Name	Acct 1	Amount	Description
0	Godfather's Pizza	101-45125-450-42990	135.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	120.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-41800-410-42115	78.17	Lunch for Software Demo
	Godfather's Pizza		861.34	
0	Gopher State One Call	602-49450-000-43090	132.30	One Call Locate Tickets for July 2023
0	Gopher State One Call	603-49500-000-43090	132.30	One Call Locate Tickets for July 2023
0	Gopher State One Call	601-49430-000-43090	132.30	One Call Locate Tickets for July 2023
	Gopher State One Call		396.90	
0	Grainger Inc	101-42124-420-42410	109.92	Space Heater
0	Grainger Inc	602-49480-000-42110	100.41	Clarifier Brushes
0	Grainger Inc	602-49480-000-42170	87.37	Rubber Boots
	Grainger Inc		297.70	
178534	Harlequin Sales Corp/Reader Service	101-45500-450-42190	23.96	Books - Acct #328689393
178535	Harlequin Sales Corp/Reader Service	101-45500-450-42190	24.49	Books - Acct #328689385
	Harlequin Sales Corp/Reader Service		48.45	
178536	Harley's Auto Salvage	101-42121-420-42210	275.00	Front Console / #1
	Harley's Auto Salvage		275.00	
0	Harry Brown's LLC	101-42121-420-42210	537.00	Shaft: Axle Rear / #12
0	Harry Brown's LLC	101-42123-420-44040	248.95	Car Washes
	Harry Brown's LLC		785.95	
0	Hawkins Inc	601-49430-000-42160	5,542.11	Sodium Permanganate Sodium Silicate
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine WTP
0	Hawkins Inc	602-49480-000-42160	11,850.72	Ferrie Chloride
0	Hawkins Inc	601-49430-000-42160	5,582.07	Sodium Permanganate Sodium Silicate
0	Hawkins Inc	101-45122-450-42160	1,313.24	Pool Chemicals
	Hawkins Inc		26,668.14	
178537	Helen M Nagel Inc	101-45200-450-42110	784.00	Landscape Mulch
178537	Helen M Nagel Inc	101-45200-450-42110	2,523.50	Landscape Mulch

Check Numb	Last Name	Acct 1	Amount	Description
	Helen M Nagel Inc		3,307.50	
178538	Heselton Construction LLC	601-49430-000-44050	7,996.00	Wilson Ave Hydrant Replacement
	Heselton Construction LLC		7,996.00	
0	Hiawathaland Transit	101-00000-000-20400	303.75	Bus Token Sales - July
	Hiawathaland Transit		303.75	
178539	Hildebrandt Michael	101-45130-450-43131	550.00	Concert in the Park 8/10/2023
	Hildebrandt Michael		550.00	
178540	Hi-Line Electric Company Inc	101-43126-430-42110	104.94	Heat Shrink/Solder
	Hi-Line Electric Company Inc		104.94	
178541	Hillyard Hutchinson	101-42110-420-42230	358.94	Liners - Enmotion Towels - Toilet Tissue
178541	Hillyard Hutchinson	101-45125-450-42110	302.33	Toilet Tissue and Paper Towels
	Hillyard Hutchinson		661.27	
178542	Hodges Badge Company Inc	101-45140-450-42110	248.62	Pet Parade Ribbons
	Hodges Badge Company Inc		248.62	
0	Imperial Supplies Holdings Inc	101-42123-420-42210	25.60	Reflectors for Speed Trailer
0	Imperial Supplies Holdings Inc	101-42123-420-42210	287.47	Trailer Jack / Speed Trailer
0	Imperial Supplies Holdings Inc	101-43126-430-42110	449.96	Fasteners/Cap Plugs/ Roll Pins/Fender Washer Stock
0	Imperial Supplies Holdings Inc	101-45200-450-42410	3,442.00	Table Scissor Lift
0	Imperial Supplies Holdings Inc	101-42110-420-42210	148.38	Compression Latch / Command Bus
	Imperial Supplies Holdings Inc		4,353.41	
0	Innovative Office Solutions LLC	101-42124-420-42010	22.55	Dynamo Print Tape
0	Innovative Office Solutions LLC	101-42110-420-42010	20.60	Small Notebooks
0	Innovative Office Solutions LLC	101-45110-450-42020	53.98	Ink for Desktop Printer
0	Innovative Office Solutions LLC	101-42124-420-42110	58.45	Moving Box
0	Innovative Office Solutions LLC	101-42124-420-42110	36.98	Napkins - Plastic Knives
0	Innovative Office Solutions LLC	101-45500-450-42010	15.20	Clock

Check Numb	Last Name	Acct 1	Amount	Description
	Innovative Office Solutions LLC		207.76	
0	Insty-Prints	101-42123-420-42030	79.00	Report # Business Cards
	Insty-Prints		79.00	
0	Internal Revenue Service	101-00000-000-21704	7,155.91	PR Batch 00515.07.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	65.25	PR Batch 00551.07.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	21,456.81	PR Batch 00515.07.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	18.86	PR Batch 00551.07.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	7,155.91	PR Batch 00515.07.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	21,456.81	PR Batch 00515.07.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	18.86	PR Batch 00551.07.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	41,207.39	PR Batch 00515.07.2023 Federal Income Tax
	Internal Revenue Service		98,535.80	
178543	J Appleseed	101-45500-450-42190	24.95	Book
	J Appleseed		24.95	
178544	John Henry Foster MN Inc	602-49480-000-44045	-0.01	Air Compressor Maintenance Contract
178544	John Henry Foster MN Inc	602-49480-000-44045	0.01	Air Compressor Maintenance Contract
178544	John Henry Foster MN Inc	602-49480-000-44045	890.25	Quincy Compressor Valve Drain Installation
	John Henry Foster MN Inc		890.25	
0	Kennedy & Graven, Chartered	101-41610-410-43040	349.60	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,343.20	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	627.85	FA105-00009 Telecommunication Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	257.60	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	159.00	FA105-00458 TIF Matters for Riverchase Development
0	Kennedy & Graven, Chartered	476-43121-430-45300	847.50	FA105-00478 Purchase of 422 Park Avenue NW
0	Kennedy & Graven, Chartered	404-45200-450-45200	26.50	FA105-00492 Viaduct Plat
0	Kennedy & Graven, Chartered	101-41610-410-43040	281.45	FA105-00323 Sale of XXX Willow Street
0	Kennedy & Graven, Chartered	101-41610-410-43040	173.20	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,358.59	FA105-00484 Faribault Mill
0	Kennedy & Graven, Chartered	225-49810-430-43040	371.00	FA105-00491 Cross Country Soaring
0	Kennedy & Graven, Chartered	101-41610-410-43040	79.50	FA105-00485 128 8th Ave NW Lot Comb for Surad Acad
0	Kennedy & Graven, Chartered	101-41610-410-43040	397.50	FA105-00476 Forest to Fork
0	Kennedy & Graven, Chartered	101-00000-000-22000	79.50	FA105-00471 Midwest Recovery
0	Kennedy & Graven, Chartered	101-41610-410-43040	533.60	FA105-00473 2023 City Council Meetings

Check Numb	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	601-49430-000-43040	194.85	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-41610-410-43040	497.95	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	290-46500-462-43040	132.50	FA105-00469 Downtown Investment Group Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	79.50	FA105-00464 Tru Vue Development Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	2,252.50	FA105-00481 2023 Faribault Sage Tax Abatement
0	Kennedy & Graven, Chartered	290-46500-462-43040	662.50	FA105-00490 Project Buckeye
0	Kennedy & Graven, Chartered	225-49810-430-43040	913.80	FA105-00491 Cross Country Soaring
0	Kennedy & Graven, Chartered	101-00000-000-22000	963.20	FA105-00457A Planning Matters for Aleph Development
0	Kennedy & Graven, Chartered	290-46500-462-43040	21.65	EDA General Matters-Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	503.50	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	602-49450-000-45300	368.05	FA105-00487 2023 Street Reconstruction Project
0	Kennedy & Graven, Chartered	101-42400-420-43040	53.00	FA105-00313 301-305 Central Ave
	Kennedy & Graven, Chartered		13,528.59	
0	Keystone Interpreting Solutions Inc	101-45500-450-43090	279.40	Interpreting for SRP
	Keystone Interpreting Solutions Inc		279.40	
0	Kielmeyer Construction Inc	101-43121-430-42240	1,073.49	Class 5 Rock
	Kielmeyer Construction Inc		1,073.49	
0	Kimley-Horn and Associates Inc	404-45200-450-45200	40,490.75	North Viaduct Area Park Thru 6/2023
0	Kimley-Horn and Associates Inc	601-49430-000-45300	858.60	Watermain Crossing 2023-09 Thru 6/30/23
	Kimley-Horn and Associates Inc		41,349.35	
178545	KK&G Properties LLC	240-46210-460-44600	244,016.00	Farmer Seed Revelopment Grant 5th Draw
	KK&G Properties LLC		244,016.00	
0	Kline Distributing LLC	101-45125-450-42990	209.90	Chips - Pretzels - Cheese for Resale at Aquatic Center
	Kline Distributing LLC		209.90	
178546	Knutson & Michelle Lee Jasinski Evan R	601-00000-000-20200	69.69	Refund Check 025829-000, 427 Tischler Ave
	Knutson & Michelle Lee Jasinski Evan R		69.69	
178547	Lamperts	101-45130-450-42110	111.74	Wooden Planks For Taekwondo
178547	Lamperts	101-45130-450-42110	55.87	Taekwondo Boards
178547	Lamperts	101-45200-450-42110	31.05	Lumber/Hockey Fence

Check Numb	Last Name	Acct 1	Amount	Description
178547	Lamperts	101-43121-430-42110	121.00	Tar Paper
	Lamperts		319.66	
0	Locators and Supplies Inc	101-43121-430-42110	246.70	Marking Paint
	Locators and Supplies Inc		246.70	
178548	Loffler Companies Inc	601-49430-000-44160	7.91	Copy Machine Charges 06/27 to 07/26/23
178548	Loffler Companies Inc	603-49500-000-44160	1.13	Copy Machine Charges 06/27 to 07/26/23
178548	Loffler Companies Inc	101-43121-430-44160	76.05	Copy Machine Charges 06/27 to 07/26/23
178548	Loffler Companies Inc	602-49450-000-44160	7.91	Copy Machine Charges 06/27 to 07/26/23
	Loffler Companies Inc		93.00	
178549	Lonsdale Police Department	101-42123-420-43090	932.55	TZD Reimbursement for Q3
	Lonsdale Police Department		932.55	
178550	Lucas Lorien	601-00000-000-20200	14.22	Refund Check 023525-000, 1004 Newhall Dr
	Lucas Lorien		14.22	
178551	M.A.P.E.T.	101-42124-420-43140	260.00	Mn Assn of Property & Evidence Conference / J Bestul
178551	M.A.P.E.T.	101-42110-420-43140	260.00	Mn Assn of Property & Evidence Conference / J Severson
178551	M.A.P.E.T.	101-42121-420-43140	260.00	Mn Assn of Property & Evidence Conference / M Long
178551	M.A.P.E.T.	101-42124-420-43140	200.00	Mn Assn of Property & Evidence Conference / G Palan
	M.A.P.E.T.		980.00	
178552	MAB Properties LLC	601-00000-000-20200	97.68	Refund Check 022102-004, 104 Brand Ave
	MAB Properties LLC		97.68	
178494	Madison National Life Insurance Co Inc	101-00000-000-21711	1,678.20	PR Batch 00515.07.2023 Long Term Disability
178493	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-Time Firefighters Life Insurance
178493	Madison National Life Insurance Co Inc	101-00000-000-21710	3,152.53	Life Insurance - August
	Madison National Life Insurance Co Inc		4,902.25	
0	Marco Technologies LLC	101-42123-420-44045	54.08	Police Patrol Print Fee
0	Marco Technologies LLC	101-43110-430-44045	14.77	Public Works Department Print Fee
0	Marco Technologies LLC	101-45200-450-44045	14.75	Parks Print Fee

Check Numb	Last Name	Acct 1	Amount	Description
0	Marco Technologies LLC	101-41800-410-44045	27.96	HR Print Fee
0	Marco Technologies LLC	101-45126-450-44045	14.75	Washington Rec Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-394.04	Marco Main 1
0	Marco Technologies LLC	101-41510-410-44045	93.94	Finance Print Fee
0	Marco Technologies LLC	101-41320-410-44045	29.50	Administration Print Fee
0	Marco Technologies LLC	101-45110-450-44045	14.75	Community Center Back Desk Print Fee
0	Marco Technologies LLC	902-00000-000-23935	394.04	Marco Subscription
0	Marco Technologies LLC	101-45500-450-44045	32.20	Library Print Fee
0	Marco Technologies LLC	101-42110-420-44045	14.78	Police Administration Print Fee
0	Marco Technologies LLC	101-42124-420-44045	38.31	Police Records and Evid. Print Fee
0	Marco Technologies LLC	240-46210-460-44045	29.50	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-43126-430-44045	14.75	Public Works Maintenance Shop Print Fee
	Marco Technologies LLC		394.04	
178553	Martin A Windows LLC	101-45200-450-43090	1,500.00	Landscaping Maintenance
178553	Martin A Windows LLC	101-43121-430-43090	1,500.00	Landscape Maintenance
	Martin A Windows LLC		3,000.00	
0	Martin Marietta Materials Inc	101-43121-430-42240	439.67	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	281.00	Asphalt
	Martin Marietta Materials Inc		720.67	
0	Matejcek Implement Company	101-43121-430-42210	35.40	Hydraulic Fittings - Street #302
	Matejcek Implement Company		35.40	
178554	Menards	101-45200-450-42230	742.58	Stain/Mineral Spirits/Supplies Jefferson Facility
178554	Menards	101-45200-450-42110	818.73	Oil Stain/Jefferson Rinks
	Menards		1,561.31	
178555	MESERB	602-49480-000-44330	7,160.00	2023-2024 Membership Mn Environmental Assmt Board
	MESERB		7,160.00	
0	Midwest Tape LLC	101-45500-450-42192	44.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	36.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	89.96	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	46.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-43096	343.54	Hoopla

Check Numb	Last Name	Acct 1	Amount	Description
	Midwest Tape LLC		562.47	
178556	Midwest Tree LLC	603-49500-000-44050	7,000.00	Tree Removal 17th St NW Ditch
	Midwest Tree LLC		7,000.00	
178557	Minnesota Ag Power Inc	101-43121-430-42210	125.82	Radiator Screens - Street #211
	Minnesota Ag Power Inc		125.82	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00515.07.2023 Child Support
	Minnesota Child Support Payment Center		711.11	
178558	Minnesota Department of Public Safety	101-42220-420-44390	15.00	Fire License Plates for Fire Trucks
	Minnesota Department of Public Safety		15.00	
0	Minnesota Department of Revenue	101-00000-000-21702	42.79	PR Batch 00551.07.2023 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	19,771.50	PR Batch 00515.07.2023 State Income Tax
	Minnesota Department of Revenue		19,814.29	
0	Minnesota Playground Inc	101-45200-450-44050	2,270.00	Playground Engineered Wood Fiber
	Minnesota Playground Inc		2,270.00	
0	Minnesota Public Facilities Authority	601-00000-000-22530	-438,000.00	Public Facilities Loan Pmt - Water
0	Minnesota Public Facilities Authority	601-00000-000-23130	438,000.00	Public Facilities Loan Pmt - Water
0	Minnesota Public Facilities Authority	601-00000-000-22530	-22,000.00	Public Facilities Loan Pmt - Water
0	Minnesota Public Facilities Authority	602-00000-000-23130	1,287,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-49430-000-46110	39,932.22	Public Facilities Loan Pmt - Water
0	Minnesota Public Facilities Authority	602-00000-000-22530	1,255,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	602-49480-000-46110	120,972.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-00000-000-23130	22,000.00	Public Facilities Loan Pmt - Water
0	Minnesota Public Facilities Authority	601-00000-000-22530	21,824.66	Public Facilities Loan Pmt - Water
0	Minnesota Public Facilities Authority	602-00000-000-22530	-1,287,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-49430-000-46110	2,359.12	Public Facilities Loan Pmt - Water
0	Minnesota Public Facilities Authority	601-00000-000-22530	433,443.71	Public Facilities Loan Pmt - Water
	Minnesota Public Facilities Authority		1,873,531.71	

Check Numb	Last Name	Acct 1	Amount	Description
178559	Minnesota Rural Water Association	601-49430-000-43140	450.00	Conference Registration J Valek/S McDermott/T Craig
	Minnesota Rural Water Association		450.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	Wastewater Sample Analysis
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	Wastewater Sample Analysis
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	105.82	Wastewater Sample Analysis
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	Wastewater Sample Analysis
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	495.22	Wastewater Sample Analysis
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	Wastewater Sample Analysis
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	Wastewater Sample Analysis
	Minnesota Valley Testing Labs Inc		1,717.54	
178495	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00515.07.2023 Mission Square
	Mission Square 303492		50.00	
178560	MN BCA Criminal Justice Training & Education Unit	101-42123-420-43140	250.00	Influence in Supervision / M Kolling
178560	MN BCA Criminal Justice Training & Education Unit	101-42123-420-43140	250.00	Ethics and Integrity in Supervision / M Kolling
	MN BCA Criminal Justice Training & Education Unit		500.00	
0	Motor Parts & Equipment Corp	101-42220-420-42210	74.95	Sunshade for Truck Windshield
0	Motor Parts & Equipment Corp	101-42220-420-42210	39.99	Tray Support Strut #2110
0	Motor Parts & Equipment Corp	101-42220-420-42410	319.00	Jump Kit
0	Motor Parts & Equipment Corp	101-45200-450-42210	25.75	Reflectors
0	Motor Parts & Equipment Corp	101-42220-420-42210	6.17	Marker Light #2110
0	Motor Parts & Equipment Corp	101-43121-430-42210	8.23	Oil Filter - Street #526
0	Motor Parts & Equipment Corp	101-42220-420-42110	10.99	Electrical Tape
0	Motor Parts & Equipment Corp	101-43121-430-42210	19.80	Wire Loom - Street #302
0	Motor Parts & Equipment Corp	602-49450-000-45400	261.90	Bed Mat for New Unit 6
0	Motor Parts & Equipment Corp	101-42220-420-42210	9.34	Cap / Core #2110
0	Motor Parts & Equipment Corp	225-49810-430-42210	106.42	Fan Belt
0	Motor Parts & Equipment Corp	101-42123-420-42210	15.90	Windshield Washer Fluid
0	Motor Parts & Equipment Corp	101-45200-450-42210	52.71	Oil Filters - Fuel Filters - Air Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	39.53	Oil Filters - Fuel Filters - Air Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	105.42	Oil Filters - Fuel Filters - Air Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42160	23.28	Antifreeze
0	Motor Parts & Equipment Corp	602-49450-000-42210	39.53	Oil Filters - Fuel Filters - Air Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	26.35	Oil Filters - Fuel Filters - Air Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42160	11.64	Antifreeze
0	Motor Parts & Equipment Corp	602-49480-000-42130	14.49	Chain Lube

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.11	Fuel Filter for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	3.17	Fuel Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	8.46	Fuel Filter for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	3.17	Fuel Filter for Stock
0	Motor Parts & Equipment Corp	101-42110-420-42210	7.60	2" Lamps / Command Bus
0	Motor Parts & Equipment Corp	101-45200-450-42210	4.23	Fuel Filter for Stock
0	Motor Parts & Equipment Corp	101-42110-420-42210	24.18	Black Paint - Primer / Command Bus
	Motor Parts & Equipment Corp		1,264.31	
178561	MSSA	101-43121-430-44330	100.00	Membership Dues-MN Street Superintendents
	MSSA		100.00	
0	MTI Distributing Inc	101-45127-450-42110	1,549.46	Irrigation Supplies
0	MTI Distributing Inc	101-45200-450-42110	221.60	Irrigation Parts
	MTI Distributing Inc		1,771.06	
178562	Muehlbach Adam	601-00000-000-20200	96.77	Refund Check 023263-000, 20 13 St NW
	Muehlbach Adam		96.77	
0	NCL of Wisconsin Inc	602-49480-000-42160	227.79	Lab Filters
	NCL of Wisconsin Inc		227.79	
178496	NCPERS Group Life Insur	101-00000-000-21710	192.00	PR Batch 00515.07.2023 PERA Life Insurance
	NCPERS Group Life Insur		192.00	
178563	NKR Properties	601-00000-000-20200	43.13	Refund Check 013010-088, 2802 Village Dr
	NKR Properties		43.13	
0	Orchard Trust Company	101-00000-000-21706	2,532.00	PR Batch 00515.07.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	11,295.00	PR Batch 00515.07.2023 MN Deferred Comp
	Orchard Trust Company		13,827.00	
0	Paape Companies Inc	101-45122-450-44010	450.00	Replaced Hot Water Coil Actuator

Check Numb	Last Name	Acct 1	Amount	Description
	Paape Companies Inc		450.00	
178564	Pecore-Kotek Curtis	101-42110-420-43090	1,500.00	Recruitment Video
	Pecore-Kotek Curtis		1,500.00	
0	Plunkett's Pest Control	101-45126-450-44010	63.09	Pest Control
0	Plunkett's Pest Control	101-45122-450-44010	42.12	Pest Control
	Plunkett's Pest Control		105.21	
0	Polzin Thomas	101-45200-450-42210	124.00	Window Glass
	Polzin Thomas		124.00	
178565	Powerplan OIB	101-45200-450-42210	606.14	Wood Chipper ICU
178565	Powerplan OIB	101-45200-450-42210	0.01	Core Charge Chipper Brain Box
178565	Powerplan OIB	101-45200-450-42210	-0.01	Core Charge Chipper Brain Box
	Powerplan OIB		606.14	
0	Prairie Creek Fence LLC	101-45200-450-44050	200.00	Fence/Gate Repair
	Prairie Creek Fence LLC		200.00	
0	Public Employees Retirement Association	101-00000-000-21705	18,521.04	PR Batch 00515.07.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	27,781.58	PR Batch 00515.07.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,328.41	PR Batch 00515.07.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	230.17	PR Batch 00551.07.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,617.96	PR Batch 00515.07.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00515.07.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00515.07.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	153.45	PR Batch 00551.07.2023 PERA Police & Fire
	Public Employees Retirement Association		85,220.95	
178566	Quality Appliance Inc	602-49450-000-42410	50.89	Microwaves
178566	Quality Appliance Inc	601-49430-000-42410	50.89	Microwaves
178566	Quality Appliance Inc	603-49500-000-42410	7.24	Microwaves
178566	Quality Appliance Inc	101-43121-430-42410	488.98	Microwaves

Check Numb	Last Name	Acct 1	Amount	Description
	Quality Appliance Inc		598.00	
178567	Quality Resource Group, Inc	601-49430-000-42030	2,257.07	Utility Bill Envelopes
178567	Quality Resource Group, Inc	603-49500-000-42030	2,257.07	Utility Bill Envelopes
178567	Quality Resource Group, Inc	602-49450-000-42030	2,257.07	Utility Bill Envelopes
178567	Quality Resource Group, Inc	101-41510-410-42030	1,268.94	Accounts Payable Checks
	Quality Resource Group, Inc		8,040.15	
0	R C Bliss Inc	101-42123-420-42210	14.96	Screw and Spring / #14
0	R C Bliss Inc	602-49450-000-42210	109.90	Mud Flaps
0	R C Bliss Inc	101-42123-420-42210	22.00	Clip - Nut Expansion / #14
0	R C Bliss Inc	602-49450-000-45400	194.81	Floor Kit for New Unit 6
0	R C Bliss Inc	101-42123-420-42210	44.51	Jet Kit - Windshield Hose / #9
	R C Bliss Inc		386.18	
0	Rent 'N' Save Portable Services	101-45200-450-44160	933.15	Portable Toilet Rentals
0	Rent 'N' Save Portable Services	101-45200-450-44160	888.15	Portable Toilet Rentals
	Rent 'N' Save Portable Services		1,821.30	
0	Rhino Marking and Protection Systems	601-49430-000-42110	636.66	Utility Markers
0	Rhino Marking and Protection Systems	602-49450-000-42110	636.66	Utility Markers
0	Rhino Marking and Protection Systems	603-49500-000-42110	636.67	Utility Markers
	Rhino Marking and Protection Systems		1,909.99	
178568	Rice County Highway Department	101-45200-450-42120	1,481.78	Motor Fuels
	Rice County Highway Department		1,481.78	
0	Rice County Recorder	602-49450-000-43520	46.00	Purchase & Development Agreement Faribault Apartments
0	Rice County Recorder	478-43121-430-45304	46.00	Dedication of Public ROW Recording Fee
	Rice County Recorder		92.00	
178569	Rice County Sheriff	101-42123-420-43090	968.93	TZD Q3 Reimbursement
	Rice County Sheriff		968.93	
178570	Rick Cashin Construction	101-00000-000-22000	2,000.00	Landscape Escrow Releases- Twin Homes 2000/2010 13th

Check Numb	Last Name	Acct 1	Amount	Description
	Rick Cashin Construction		2,000.00	
178571	River Bend Nature Center	101-45200-450-43090	1,800.00	River Bend Ski Trail Grant Pass Thru
	River Bend Nature Center		1,800.00	
0	Ronco Engineering Sales	101-43126-430-42110	622.56	Hydraulic Hose and Fitting Stock
	Ronco Engineering Sales		622.56	
178572	Rosen Roger	101-45500-450-42190	204.44	Books
	Rosen Roger		204.44	
178573	RSBS Management, Inc.	101-45200-450-43090	560.00	Mosquito Spraying
	RSBS Management, Inc.		560.00	
0	Ryan Contracting Co.	472-43121-430-45300	274,542.33	2023-04 Pay Req 1
0	Ryan Contracting Co.	472-43121-430-45300	798,596.29	2023-04 Pay Req 2
	Ryan Contracting Co.		1,073,138.62	
178574	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer Service
	Safety-Kleen Systems Inc		103.15	
0	Sanity Solutions Inc	101-41580-410-45700	6,636.71	Backup Server
	Sanity Solutions Inc		6,636.71	
178575	Selly Excavating Inc	404-00000-000-20610	7,792.67	2022-09 Pay Req. 5 - Final
	Selly Excavating Inc		7,792.67	
178576	Sherwin Williams Company #3037	101-45200-450-42110	110.56	Paint
178576	Sherwin Williams Company #3037	101-45200-450-42110	198.50	Paint
	Sherwin Williams Company #3037		309.06	
0	SHI International Corp	101-45200-450-42420	750.00	Computer
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription

Check Numb	Last Name	Acct 1	Amount	Description
	SHI International Corp		759.44	
0	Shred Right	101-42124-420-43090	40.00	Shredding
	Shred Right		40.00	
178577	Shromoff Esten	601-00000-000-20200	13.08	Refund Check 024882-000, 716 1 St NW
	Shromoff Esten		13.08	
0	Sjodin Josh	101-42121-420-43310	104.00	Dinner Per Diem / Foundation Instructor Training
	Sjodin Josh		104.00	
0	Sophos Payment Resources	101-41580-410-43095	960.00	Sophos Subscription
	Sophos Payment Resources		960.00	
0	Southwest Service Cooperative	101-43110-430-41310	4.00	T Manz Healthy Invest
0	Southwest Service Cooperative	101-00000-000-21707	380.00	Healthy Invest
0	Southwest Service Cooperative	101-42123-420-41310	4.00	M Hunt Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-42123-420-41310	4.00	D Delmonico Healthy Invest
0	Southwest Service Cooperative	101-43126-430-41310	4.00	P Froman Healthy Invest
0	Southwest Service Cooperative	101-42123-420-41310	728.00	John Harmon Insurance
0	Southwest Service Cooperative	101-42123-420-41310	723.06	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	452.70	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-43121-430-41310	4.00	J Marzahn Healthy Invest
0	Southwest Service Cooperative	101-42123-420-41310	4.00	J Harmon Healthy Invest
0	Southwest Service Cooperative	101-41510-410-41310	4.00	K Lang Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-42123-420-41310	2,062.41	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-21707	150,363.83	Health Insurance Premiums
0	Southwest Service Cooperative	101-42220-420-41310	4.00	N Andrist Healthy Invest
0	Southwest Service Cooperative	101-41320-410-41310	4.00	C Dillerud Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	887.80	Paul Froman Insurance
0	Southwest Service Cooperative	240-46210-460-41310	4.00	C Springer Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	62.88	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	159.80	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	887.80	Connie Springer Insurance
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Theresa Manz Insurance

Check Numb	Last Name	Acct 1	Amount	Description
0	Southwest Service Cooperative	101-00000-000-11510	-785.94	Bill Rosenau Insurance
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Jerry Marzahn Insurance
	Southwest Service Cooperative		159,892.04	
178578	Star Sports & Apparel LLC	101-45500-450-42010	20.00	Name Tags
	Star Sports & Apparel LLC		20.00	
0	Stepp Manufacturing Co Inc	101-43121-430-42210	892.10	Heating Element - Street #401
	Stepp Manufacturing Co Inc		892.10	
178579	Storm Training Group	101-42123-420-43140	499.00	Female Arrest and Control Tactics / V Esquivel
	Storm Training Group		499.00	
178580	Streicher's Inc.	101-42123-420-42410	1,943.00	Pepperball Equipment - Paid From M Ress donation
178580	Streicher's Inc.	101-00000-000-10108	-1,943.00	Pepperball Equipment - Paid From M Ress donation
178580	Streicher's Inc.	101-00000-000-10100	1,943.00	Pepperball Equipment - Paid From M Ress donation
178580	Streicher's Inc.	101-42123-420-42180	276.00	Tactical Assault Carrier - Paid from Donated Funds
178580	Streicher's Inc.	101-42123-420-42180	74.95	ID Patches
178580	Streicher's Inc.	101-00000-000-10100	276.00	Tactical Assault Carrier - Paid from Donated Funds
178580	Streicher's Inc.	101-00000-000-10108	-276.00	Tactical Assault Carrier - Paid from Donated Funds
	Streicher's Inc.		2,293.95	
178581	The UPS Store	601-49430-000-43250	23.96	Fluoride and Nitrate Sample Shipping
178581	The UPS Store	601-49430-000-43250	19.09	Water Sample Shipment
178581	The UPS Store	602-49480-000-43250	13.92	Gas Sensor Return
	The UPS Store		56.97	
178582	Thomson Reuters - West	101-42121-420-43090	446.44	CLEAR
	Thomson Reuters - West		446.44	
0	TimeClock Plus LLC	101-42110-420-43095	1,224.00	Schedule Anywhere Software License
	TimeClock Plus LLC		1,224.00	
0	Timm's Trucking Inc	101-45200-450-42110	46.00	Landscape Mulch Garfield
0	Timm's Trucking Inc	101-45200-450-42110	680.83	Top Soil/Black Dirt

Check Numb	Last Name	Acct 1	Amount	Description
0	Timm's Trucking Inc	101-45200-450-42110	2,099.30	Screened Black Dirt
	Timm's Trucking Inc		2,826.13	
178583	TireHub LLC	101-42123-420-42220	584.00	Tires / Stock
	TireHub LLC		584.00	
178584	T-Mobile	101-45500-450-43096	255.69	Hotspots
	T-Mobile		255.69	
178585	Townsquare Media LLC	210-46100-410-43090	204.00	Advertising for July 4 Fireworks
	Townsquare Media LLC		204.00	
178586	Tuma Dale	601-00000-000-20200	65.63	Refund Check 023396-000, 1365 South Trail Dr
	Tuma Dale		65.63	
0	Uline	101-42121-420-42110	182.97	Clasp Envelopes - Black Bags
	Uline		182.97	
178587	United Laboratories Inc	101-45122-450-42230	298.82	Enzyme Cleaner
	United Laboratories Inc		298.82	
178588	US Identification Manual	101-42110-420-44330	82.50	Manual Updates
	US Identification Manual		82.50	
178589	Verizon Wireless	101-42400-420-43210	284.51	Cell Phone Service - Building Codes
178589	Verizon Wireless	602-49450-000-43210	162.26	Cell Phone Service - Sewer Collection
178589	Verizon Wireless	603-49500-000-43210	81.13	Cell Phone Service - Storm Water Utility
178589	Verizon Wireless	101-45500-450-43210	41.12	Cell Phone Service - Library
178589	Verizon Wireless	101-41940-410-43210	82.24	Cell Phone Service - Building Maintenance
178589	Verizon Wireless	101-43121-430-43210	41.12	Cell Phone Service - Streets
178589	Verizon Wireless	101-43190-430-43210	41.12	Cell Phone Service - Engineering
178589	Verizon Wireless	240-46210-460-43210	-108.48	Cell Phone Service - Community Development
178589	Verizon Wireless	902-00000-000-23935	3,369.48	Monthly Phone Bill-July
178589	Verizon Wireless	101-42121-420-43210	287.84	Cell Phone Service - Investigations
178589	Verizon Wireless	902-00000-000-23935	-3,369.48	Monthly Phone Bill-July

Check Numb	Last Name	Acct 1	Amount	Description
178589	Verizon Wireless	101-42110-420-43210	164.48	Cell Phone Service - Police Administration
178589	Verizon Wireless	101-45200-450-43210	40.01	Cell Phone Service - Parks
178589	Verizon Wireless	101-42210-420-43210	41.12	Cell Phone Service - Fire Administration
178589	Verizon Wireless	101-43110-430-43210	81.13	Cell Phone Service - PW Admin
178589	Verizon Wireless	101-41510-410-43210	82.24	Cell Phone Service - Finance
178589	Verizon Wireless	101-42700-420-43210	164.48	Cell Phone Service - Special Services
178589	Verizon Wireless	101-42220-420-43210	123.36	Cell Phone Service - Fire Suppression
178589	Verizon Wireless	601-49430-000-43210	364.53	Cell Phone Service - Water Distribution
178589	Verizon Wireless	101-41580-410-43210	82.24	Cell Phone Service - IT
178589	Verizon Wireless	101-42123-420-43210	1,108.02	Cell Phone Service - Patrol
178589	Verizon Wireless	101-45110-450-43210	205.01	Cell Phone Service - Parks & Rec
	Verizon Wireless		3,369.48	
0	Vesco Inc	601-49430-000-44040	700.00	Installation of a Multi Function Valve WTP
0	Vesco Inc	601-49430-000-42210	378.78	Multi Function Valve
	Vesco Inc		1,078.78	
178590	Wal-Mart	101-45140-450-42110	9.64	Washington Program Supplies
178590	Wal-Mart	101-45140-450-42110	32.43	Washington Camp Supplies
178590	Wal-Mart	101-42220-420-42410	99.00	Booster Pack
178590	Wal-Mart	101-45140-450-42110	110.97	Washington Camp Supplies
178590	Wal-Mart	101-42220-420-42410	-99.00	Booster Pack - Return
178590	Wal-Mart	101-42123-420-42070	51.96	Practice Ammo
178590	Wal-Mart	101-45140-450-42110	21.71	Fun Center Supplies
178590	Wal-Mart	101-45140-450-42110	42.75	Washington Moon Craft
178590	Wal-Mart	101-45122-450-42110	27.24	Laundry Detergent
178590	Wal-Mart	101-45125-450-42110	74.31	Tongs - Pans - Fruit - Frozen Snacks
178590	Wal-Mart	101-45140-450-42110	71.67	Washington Camp Programs
178590	Wal-Mart	101-45140-450-42115	9.34	Watermelon For Baseball Meeting
178590	Wal-Mart	101-45140-450-42110	104.32	Fun Center Event Supplies
178590	Wal-Mart	101-45140-450-42110	91.72	Pet Parade Supplies
	Wal-Mart		648.06	
178591	Wertish Madeline & Taylor	601-00000-000-20200	9.59	Refund Check 023765-000, 821 Westwood Dr
	Wertish Madeline & Taylor		9.59	
178592	West David R	101-45130-450-43131	700.00	Concert in the Park 8/17/2023

Check Numb	Last Name	Acct 1	Amount	Description
	West David R		700.00	
0	WSB & Associates Inc	601-49430-000-45300	673.00	Professional Services 6/1-6/30/23 - Final
	WSB & Associates Inc		673.00	
178593	Xcel Energy	101-45200-450-43810	175.01	51-8498418-5 -1800 Alexander Dr
	Xcel Energy		175.01	
0	Ziegler Inc	101-43121-430-42210	320.27	Hydraulic Hose Assembly - Street #316
	Ziegler Inc		320.27	
			3,864,854.75	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-143 Accept Donations to the City of Faribault

Background:

Donations are received on behalf of the Faribault Parks and Recreation Department. These monetary donations are received to support existing programs and to provide enhancements to the City of Faribault Parks and Recreation Department.

This is a request to accept the following donations for the designated areas:

Concerts in the Park

Elks Club No. 1166	\$500.00
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Safety Camp

1st United Bank	\$250.00
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Recommendation:

Approve Resolution 2023-143 Accept Donations to the Parks and Recreation Department in the amount of \$750.00.

Attachments:

1. Resolution 2023-143 Accept Donations to the City of Faribault

CITY OF FARIBAULT

RESOLUTION #2023-143

ACCEPT DONATIONS TO THE CITY OF FARIBAULT

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

WHEREAS, Faribault Parks and Recreation Department received a \$500.00 donation to the Concerts in the Park Series from Elks Club No. 1166; and

WHEREAS, Faribault Parks and Recreation Department received a \$250.00 donation to Safety Camp from 1st United Bank.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Parks and Recreation Department to accept the donations as designated in the amount of \$750.00.

Date Adopted: August 8, 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: August 8, 2023
SUBJECT: Approve Use of North Alexander Park and City Trail for Spooktacular Walk/Run

Background:

Ginger Van Hecke, on behalf of Divine Mercy Catholic Schools and Bethlehem Academy, contacted Staff regarding hosting a Spooktacular Walk/Run on Saturday, October 14, 2023. They will be holding both a 1-mile and 5K run. They will begin at approximately 6:30 a.m. and will use North Alexander Park and the trail. Van Hecke requested any park rental fees be waived.

Both runs will begin at the Ice Arena parking lot and continue through the park on Alexander Drive. The 1-mile run will proceed on Alexander Drive half way to 2nd Avenue NW and return to the parking lot using the same route. The 5K run will continue on Alexander Drive to the trail, continuing on the trail to 14th Street NE and return on the trail through the park to Alexander Drive and then to the parking lot. Maps are attached.

Recommendation:

Approve use of North Alexander Park and the trail for the Spooktacular Walk/Run on October 14, 2023, with all fees waived.

Attachments:

1. Spooktacular Request
2. Spooktacular Maps

From: [Paul Peanasky](#)
To: [Denise Hansen](#)
Subject: FW: Spooktacular 2023
Date: Thursday, July 20, 2023 3:04:58 PM

From: Ginger Van Hecke <gvanhecke@dmcs.cc>
Sent: Friday, June 30, 2023 1:53 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Cc: G Ashley <gashley@dmcs.cc>
Subject: Spooktacular 2023

Paul,

Our Spooktacular Run is on October 14, 2023. this year. We are planning to begin the race at Bruce Smith and would like permission to use the Park for the run. This will not require any closing of any streets. The route is the same as last year.

Please let me know if you have any questions and if this is approved.

--

Ginger Van Hecke, Office Manager
Divine Mercy Catholic School
15 SW 3rd Avenue
Faribault, MN 55021
507-334-7706 ext. 2239
gvanhecke@dmcs.cc



15 Third Avenue, S.W.
Faribault, MN 55021
(507) 334-7706
www.dmcs.cc

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WALK 1.00 MI 15 FT

2022 Spooktacular 1-Mile Walk/Run

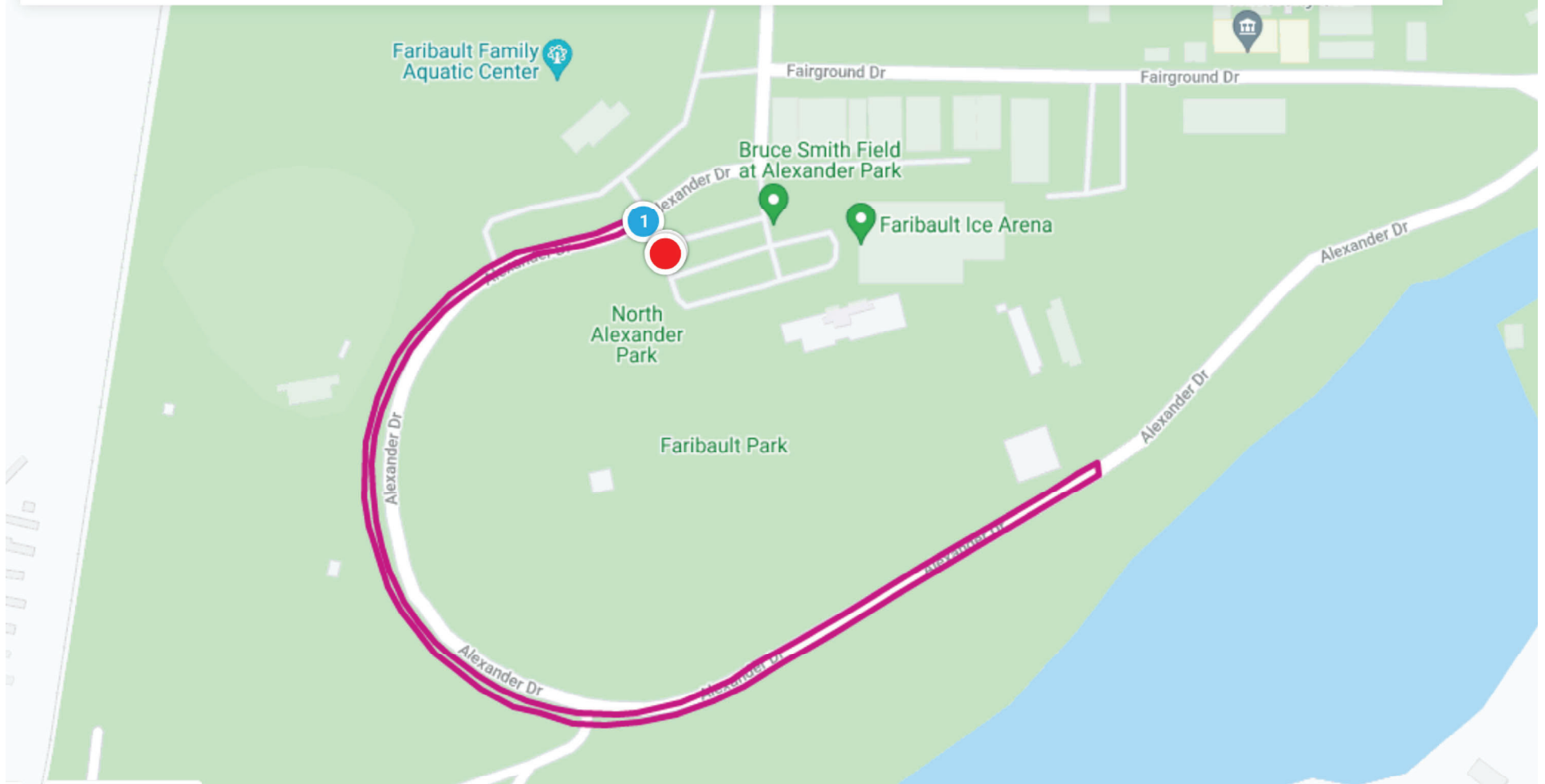
BOOKMARK

LOG WORKOUT

ADD TO WEBSITE

SHARE

MORE



RUN

FARIBAUT, MN, UNITED STATES

3.15 MI

62 FT

2022 Spooktacular 5K Walk/Run

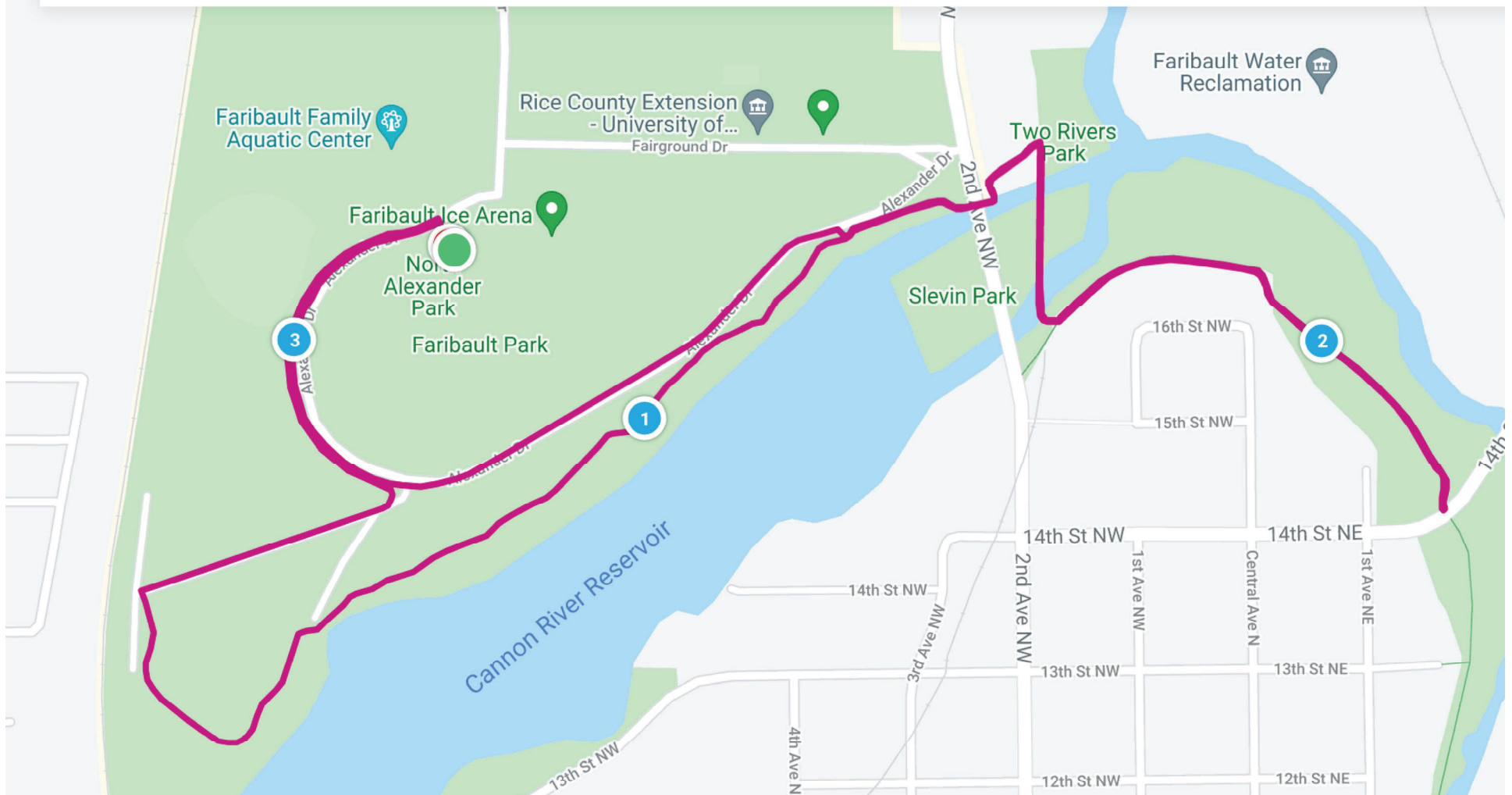
BOOKMARK

LOG WORKOUT

ADD TO WEBSITE

SHARE

MORE





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 8, 2023
SUBJECT: Approve Use of North Alexander Park for the Heart and Soul for Cole Color Run

Background:

Tina Bokman, on behalf of the Heart & Soul for Cole Color Run Committee, has requested use of North Alexander Park to hold a 5K color walk/run on Saturday, October 14, 2023. The walk/run will begin at 11:30 a.m. and is a benefit in honor of Cole McAdam.

The route for the walk/run is entirely in North Alexander Park and is the same as the route used last year. A map is attached. They requested any park rental fees be waived. They will coordinate with the Spooktacular Run, as they did last year, as both events are held on the same day in North Alexander Park. However, the Spooktacular Run is in the morning and this run is in the afternoon.

Recommendation:

Approve use of North Alexander Park for the Heart and Soul for Cole Color Run with all park rental fees waived.

Attachments:

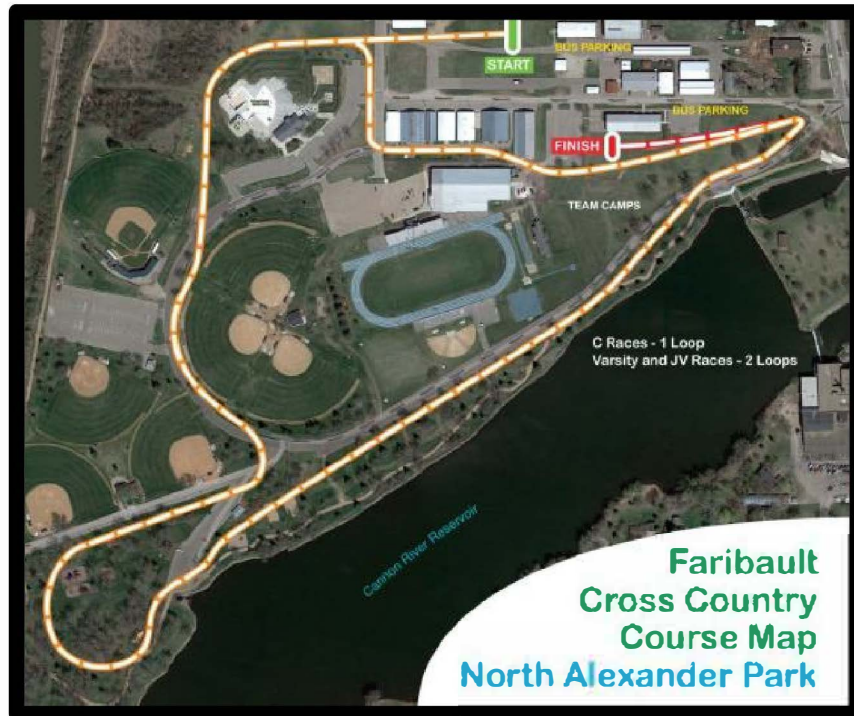
1. Heart and Soul for Cole Run Map
2. Color Run Request

Heart & Soul for Cole

Benefit in honor of Cole McAdam - 5K Color Walk/Run

Saturday, October 14, 2023

North Alexander Park



This benefit will be utilizing the Faribault Cross Country Course Map at North Alexander Park.

From: [Paul Peanasky](#)
To: [Denise Hansen](#)
Subject: FW: Cole McAdams color run
Date: Thursday, July 20, 2023 3:04:36 PM
Attachments: [image001.png](#)

From: Bokman, Tina (DOC) <tina.bokman@state.mn.us>
Sent: Thursday, July 20, 2023 11:22 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: RE: Cole McAdams color run

Good Afternoon Paul,

We are going to keep that date and we are fine with the Spooktacular run in the morning.

Thank you for checking in with us

Tina Bokman
WOOC FRB Records Supervisor
1101 Linden Lane
Faribault, MN 55021
tina.bokman@state.mn.us

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Minnesota Department of Corrections



From: Bokman, Tina (DOC)
Sent: Wednesday, July 5, 2023 8:25 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: RE: Cole McAdams color run

I am going to talk to the committee and get back to you, just keep the date for now!

Thank you so much for checking up on this

Tina Bokman
WOOC FRB Records Supervisor
1101 Linden Lane
Faribault, MN 55021
tina.bokman@state.mn.us

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Minnesota Department of Corrections



From: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Sent: Wednesday, July 5, 2023 8:23 AM
To: Bokman, Tina (DOC) <tina.bokman@state.mn.us>
Subject: Re: Cole McAdams color run

October 14

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From: Bokman, Tina (DOC) <tina.bokman@state.mn.us>
Sent: Wednesday, July 5, 2023 8:20:35 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: FW: Cole McAdams color run

Morning Paul!

What date did you have on the calendar? I know we put down a tentative date, just so we could hold a spot.

Thank you,

Tina Bokman
WOOC FRB Records Supervisor
1101 Linden Lane
Faribault, MN 55021
tina.bokman@state.mn.us

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Minnesota Department of Corrections



From: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Sent: Wednesday, July 5, 2023 8:13 AM
To: Bokman, Tina (DOC) <tina.bokman@state.mn.us>
Subject: Cole McAdams color run

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Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Tina,

I have this run in my calendar but can't find an email saying you were doing this again. Are you planning to have this run again this year? DMCS is planning Spooktacular that day also. Just want to see if this is an issue.

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

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Thank you.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-144 Approve Archery Deer Hunt at River Bend Nature Center

Background:

River Bend Nature Center (RBNC) is requesting Council approval for an archery deer hunt in the RBNC. The RBNC has been successful in managing archery deer hunts in the park in the past. They hold the deer hunt to reduce the deer herd population which is causing damage to vegetation both in the RBNC and the surrounding areas. The hunt also helps to reduce the spread of diseases.

Details of the hunt and communication of the deer hunt to the public will be the responsibility of RBNC. The hunt dates are Thursday, November 9, through Sunday, November 12, 2023.

Recommendation:

Approve Resolution 2023-144 Approve Archery Deer Hunt at River Bend Nature Center.

Attachments:

1. Resolution 2023-144 Approve Archery Deer Hunt at River Bend Nature Center
2. RBNC Deer Hunt Request
3. River Bend Nature Center 2023 Special Hunt Plan

CITY OF FARIBAULT

RESOLUTION #2023-144

APPROVE ARCHERY DEER HUNT AT RIVER BEND NATURE CENTER

WHEREAS, the City recognizes that in order to maintain a healthy balance between people, habitat and wildlife, it is necessary to develop and execute a deer management plan in certain areas of the city; and

WHEREAS, the River Bend Nature Center has developed a deer management plan that includes an archery deer hunt in order to maintain that area's deer herd population and native vegetation; and

WHEREAS, the River Bend Nature Center, in partnership with the Minnesota Department of Natural Resources, has managed an archery deer hunt in the River Bend Nature Center in previous years; and

WHEREAS, the River Bend Nature Center has requested approval from the City Council to conduct an archery deer hunt in the Nature Center in 2023; and

WHEREAS, the City supports the proposed archery deer hunt to be conducted on the days designated by the River Bend Nature Center.

NOW, THEREFORE BE IT RESOLVED, the Faribault City Council approves an archery deer hunt at the River Bend Nature Center November 9 through November 12, 2023.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

From: [Paul Peanasky](#)
To: [Denise Hansen](#)
Subject: FW: RBNC Deer Hunt Plan for City Council
Date: Wednesday, July 26, 2023 8:05:11 AM
Attachments: [River Bend Nature Center 2023 Special Hunt Plan.pdf](#)

Can you put this on agenda.

From: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Sent: Wednesday, July 26, 2023 7:40 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Fwd: RBNC Deer Hunt Plan for City Council

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From: Brittany Smith <smith@rbnc.org>
Sent: Tuesday, July 25, 2023 10:49:03 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: RBNC Deer Hunt Plan for City Council

Hi Paul,

River Bend is planning a deer management hunt this fall and attached is the plan to be shared with the City Council. Sorry I didn't get it to you sooner, summer has been moving too fast and time got away from me.

Let me know if you need anything else from me or have any questions.

--

Sincerely,
Brittany Smith
Associate Director of Environmental Stewardship
River Bend Nature Center
1000 Rustad Rd
Faribault, MN 55021
(507) 332-7151

River Bend Nature Center 2023 Special Hunt Plan (Archery Only)

Dates: Thursday, November 9-Sunday, November 12

River Bend Nature Center is planning to hold an archery only deer hunt this fall to reduce the deer herd population. The current herd population is causing damage to vegetation not only within the boundaries of River Bend but also to surrounding properties. In reducing the deer herd, we are also helping to reduce the spread of diseases such as Chronic Wasting Disease (CWD).

Hunt Administrator: Brittany Smith, Associate Director of Environmental Stewardship

Hunter Capacity: 30 hunters with a 2 deer bag limit (earn a buck)

Important Dates: TENTATIVE

- Application Deadline: Thursday, Sept 7 @ 4:30pm
- Lottery Drawing: Thursday, Sept 14
- Hunter Notification: No later than Monday, Sept 18
- Orientation (Required): Saturday, Oct 7 from 2:00pm-3:30pm @ River Bend Interpretive Center - No virtual option
- Deer Stand Set Up: Starting Sunday, Oct 29
- Special Hunt Dates: Thursday, Nov 9 – Sunday, Nov 12

Main Details

- River Bend will be **CLOSED** to visitors during the hunt (to the best of RBNC's abilities)
 - Post signage at all trail entrances
 - Barricade (ask City to borrow barricades)
 - Press Releases
 - Sign at main entrance
 - Article in RBNC newsletter (Oct-Dec)
 - Importance of having a hunt when the deer density is too large
 - Reduce the spread of disease
 - Reduce the impact on native vegetation; deer cause a significant amount of damage when there are too many concentrated in one area and a lack of natural predators.
 - Website
- All applicants must be a member of River Bend Nature Center
 - At time of application and maintain it throughout the hunt if selected
- All applicants will be required to pass a proficiency test.
 - Will accept proficiency test results from within the last year as long as documentation is provided.
 - Will be reaching out to Faribault Archery Club to conduct proficiency tests for those who need it. Looking at an August timeframe. – Need to confirm yet
- Applicants will be selected using a lottery system (random drawing)
 - Applicants that are selected are required to attend an orientation meeting



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: August 8, 2023
SUBJECT: Approve 2023 Drug and Alcohol-Free Workplace Policy

Background:

With recent legislation by the Minnesota Legislature, the City updated its Drug and Alcohol-Free Workplace policy. In doing so, the current 2020 policy was updated by removing the word illegal from the policy. Staff is recommending the approval of the 2023 Drug and Alcohol-Free Workplace policy.

Recommendation:

Approve the 2023 Drug and Alcohol-Free Workplace Policy.

Attachments:

1. 2023 Drug and Alcohol-Free Workplace Policy

Section 19 **DRUG and ALCOHOL-FREE WORKPLACE**

In accordance with federal law, the City has adopted the following policy on drugs in the workplace:

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City's intent and obligation to provide a drug and alcohol-free, safe, and secure work environment.
- B. Employees are prohibited from being under the influence of drugs or alcohol while on duty for the City. The unlawful manufacture distribution, possession, or use of a controlled substance on City property or while conducting City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
- C. The City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans as appropriate.
- D. Employees must, as a condition of employment abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

Adopted by the City Council of the City of Faribault on this ____ day _____, 2023.

Faribault City Council

Kevin F. Voracek
Mayor

ATTEST:

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: August 8, 2023
SUBJECT: Approve Pantheon Agreement

Background:

Due to the personal leave of absence of IT Staff, audit project at the Police Department, several other large projects, and the increased need for IT support, the City is looking to an outside firm to assist. Currently, one staff member will be out on an extended absence, beginning at any time, in which they handle the majority of staff support through the ticketing system. In 2024, the Police Department will be mandated to go through and prepare for a technology audit requiring someone with the license and certification to do so and our current staff does not have that. The City has several large CIP items planned for completion in 2024 that will require an immense amount of support to implement and install. Lastly, with the increased amount of support drawn from the current IT Staff, additional support is needed for the day to day needs of the City as well.

Staff have looked at different companies who provide IT services, many of which cannot deal with all of the items listed above. Pantheon, the business that the staff has chosen for recommendation, is located in Waseca, is working with other cities in the area, and has the licenses and certifications required. Staff is recommending the approval of the agreements attached.

Recommendation:

Approve Pantheon Agreement

Attachments:

1. Pantheon Service Agreement



Master Service Agreement

Terms & Conditions

This Master Service Agreement (the "Agreement") between City of Faribault ("Client") and Pantheon Computers ("Pantheon") is effective upon the date signed and shall remain in force until it is replaced by a newer version or is terminated by either party (each a "Party" and collectively the "Parties").

1. Master Agreement.

- 1.1. **Master Agreement, Addendums, and SOWs.** This is a master agreement that governs all services that Pantheon performs or provides to Client (collectively, the "Services") and all software, equipment, and devices Pantheon sells or provides to Client (collectively, the "Products"). The scope, terms, and fees charged for the Services will be laid out in a proposal, quote, or statement of work that Pantheon provides to Client (each, a "SOW"). A SOW may be accepted electronically or by physically signing it and, once Client and Pantheon mutually agree to a SOW, the SOW will automatically become a part of, and governed under, the terms of this Agreement.
- 1.2. **Conflicts.** If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this master agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

2. Term, Services, and Billing.

- 2.1. **Term.** This Agreement between Pantheon and Client is effective upon the date signed and shall remain in force until it is replaced by a newer agreement, is terminated by either party, or for the duration of all outstanding SOWs plus one year. If a SOW does not define its term, then the default term for that SOW is three years.
- 2.2. **Fees.** The fees due hereunder (subject to changes in user counts and/or Services being provided) shall be as set forth in the Scope of Work ("SOW"). If a SOW does not include a fee schedule, then Client agrees to pay Pantheon on an hourly basis pursuant to Pantheon's then-current standard hourly rate schedule and business hours, as updated from time to time. Pantheon reserves the right to refuse service on an out-of-scope project or a project without an applicable fee schedule.
- 2.3. **Payment.** All Pantheon invoices are due immediately upon receipt. Client must pay such invoice via ACH, credit card, or other payment method(s) (if any) offered by Pantheon from time to time. Client shall be solely responsible for any taxes



arising out of this Agreement (excluding taxes on the income of Pantheon).

3. Designated Team and Point of Contact.

- 3.1. Designated Team.** Pantheon shall provide Client with a designated team consisting of one account manager (Advisors) and at least two service technicians (the "Designated Team"). Pantheon shall use best efforts to ensure that Client's services under this Agreement are provided by Client's Designated Team.
- 3.2. Point of Contact.** Client's point of contact is the account manager for Client's Designated Team. Client shall provide Pantheon with the point of contact for this Agreement and for each SOW. If no point of contact is identified, the signator of this agreement shall serve in that capacity. Pantheon is entitled to rely upon the instructions and information provided by Client's point of contact.

4. Confidentiality.

Each party shall treat the information received from the other party that is designated as confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary ("Confidential Information") as and not disclose or use such Confidential Information except in the performance of this Agreement. Each party agrees to use the same degree of care that it maintains with regard to its own information of similar or like importance. Pantheon designates the Services, all information relating to the Services and the financial terms of this Agreement as Confidential Information. Both parties shall:

- (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis;
- (ii) advise employees and agents of their confidentiality obligations;
- (iii) protect the confidential information of the disclosing party in the manner the disclosing party would protect such information;
- (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same; and
- (v) if either party is legally compelled in any litigation, administrative, or similar proceeding to disclose the other Party's Confidential Information, such party shall immediately notify the other Party and reasonably cooperate with the other Party to seek a protective order for such Confidential Information, at the other Party's expense.

Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which:

- (i) was previously known;



- (ii) is a matter of public knowledge;
- (iii) was or is independently developed by the recipient;
- (iv) is released for disclosure with written consent;
- (v) is received from a third-party to whom the information was disclosed without restriction; or
- (vi) disclosed by the non-receiving party to other persons without similar restriction.

5. Third Party Property.

To the extent that Client has ordered services or products provided by a third party, Client acknowledges such third-party services or products may require Client to accept an End User License Agreement ("EULA") or other third-party services agreement and that such agreement is a binding agreement between such third-party provider and Client. Pantheon retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all services and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties. Client acknowledges that Client is acquiring products and services from Pantheon as a reseller for a third-party manufacturer. All restrictions and other terms pertaining to the third-party products or services are found only in the applicable agreement provided with the third-party products or services by the third-party manufacturer of the Product and any such license agreement is only between the Client and the third-party manufacturer of the Product.

6. Independent Engagement/Non-Solicitation

Because Pantheon's employees are one of Pantheon's most valuable assets and Pantheon invests substantial amounts in their training to provide clients the highest quality service, policy and professional ethics require that Pantheon employees not seek employment with or accept employment by any client while they are employed by Pantheon and for a period of twelve months thereafter.

Client agrees that at all times while Client is employing the services of and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any Pantheon employee or independent contractor or any former employee or independent contractor who has left employment or contract within twelve (12) months prior to such hiring. This Section does not prevent Client from hiring or soliciting any employee, independent contractor, or former employee or independent contractor of the Company who responds to a general solicitation that is a public solicitation of prospective employees and/or independent contractors and is not directed specifically to the employees or independent contractors of Pantheon. In recognition of the fact that the disruption to Pantheon caused by Client hiring any of Pantheon's employees or independent contractors may be significant and is difficult of estimation, the parties agree to this placement fee provision as a reasonable forecast of just compensation. In the event of Client hiring any of Pantheon's employees or independent



contractors contrary to this section of the Agreement, the Client shall pay Pantheon a one-time placement fee of 25% of the employee's annual salary package per occurrence. The parties agree that this placement fee is just compensation and not a penalty.

7. Security/Security Breach Notification.

Pantheon will take reasonable safety measures to protect Client information that is stored by Pantheon as part of its service documentation. These measures will include performing employee background checks, having all employees sign Confidentiality Agreements, and enforcing security protocols that meet or exceed current industry standards. In the event of a security breach, Pantheon will first take measures to restore the reasonable integrity of the data system. Pantheon will then provide written notice to the client in compliance with Minnesota Statute.

8. Conditions of Service.

Pantheon reserves the right to suspend or terminate service for late payment or if in its sole discretion conditions at the service site pose a health or safety threat to any Pantheon employee or representative.

9. Taxes.

It is understood that any Federal, State or Local Taxes applicable will be added to each invoice. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Pantheon for the state of use.

10. Warranty.

Pantheon warrants that its technicians have the requisite qualifications and experience to provide the Services. WITH REGARD TO SERVICES OR PRODUCTS, PANTHEON MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. Pantheon's liability, and Client's sole and exclusive remedy, for a breach of this warranty shall be to terminate any active Statements of Work pursuant to a written notice, provided Client first notified Pantheon of the breach in writing and permitted Pantheon a reasonable period of time of at least 30 days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within 30 days after delivery of the services to Client. It shall not be a Pantheon breach if Client, its contractors or agents modified any Pantheon Products or Services except as authorized by Pantheon in writing.

11. Silent Data Corruption.

Client acknowledges that all hardware has an error transaction rate. While data loss is usually apparent, data corruption is generally not discovered until that particular piece of data is required.



Though unlikely, data loss or corruption can occur during the transfer of data. Client is strongly advised to use verification processes to verify the integrity of stored data. The frequency of this verification process is to be determined by Client in accordance with their data protection needs. Pantheon will be held harmless against loss of data where such loss is due to hardware, software or telecommunications failures.

12. Data Theft/Security Breach.

Neither this MSA nor any SOW shall constitute an absolute guaranty regarding the security of data of Client. Pantheon has taken commercially reasonable steps to provide a secure system within the limitations existing in network and computer infrastructure. Pantheon does not warrant or guarantee that communication over the wires shall be secure from monitoring or tampering, nor that information stored on any computer connected to Client's network will be secure from monitoring or tampering. Sensitive or confidential information (such as credit card numbers or other financial information, medical information or trade secrets) sent by Client or Client's users is at Client's sole risk and Pantheon shall have no liability whatsoever for any claims, losses, action, damages, suits or proceedings arising out of or otherwise relating to such actions by Client.

In addition to onsite support, and for the purposes of providing proactive monitoring, Pantheon may access Client's network remotely to provide Services. Client authorizes Pantheon to access Client's network remotely.

13. Limitation of Liability and Indemnification.

13.1 Indemnification. Client hereby agrees to defend, protect, indemnify and hold harmless Pantheon for claims arising out of the Client's use of software or hardware that is in the Client's sole possession. Client shall also indemnify Pantheon against any claim that any data, materials, items or information supplied to Pantheon under the Agreement infringes any US patent, copyright, trademark or licensing within the jurisdictions where Pantheon is provided with such information.

13.2. Survival. Client's obligation to indemnify, defend and hold harmless Pantheon survives termination of this Agreement.

13.3. Limitation of Liability. Client acknowledges that remote monitoring of systems and networks are inherently complex relying upon the inter-operability of remote access software and other software combined with hardware components from various manufacturers. THE TOTAL MAXIMUM LIABILITY OF PANTHEON HEREUNDER SHALL NOT EXCEED THE AMOUNTS THAT CLIENT HAS PAID COMPANY OVER THE PAST 6 MONTHS FOR THE SERVICES FOR WHICH CLIENT'S CLAIM AROSE. Pantheon shall not be liable in any way for any delays in, or any failure of, services performed hereunder due to any wrongful, criminal or grossly negligent act or omission of Client, or its employees, agents and any third party; and/or Client's failure to provide to, or secure for Pantheon as appropriate, reasonable access to Client's facilities, equipment and/or information



as reasonably requested by Pantheon. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, Pantheon SHALL HAVE NO LIABILITY FOR DAMAGES WHICH WOULD HAVE BEEN PREVENTED BY A PRODUCT OR SERVICE OFFERED TO CLIENT DURING THE TERM WHICH SUCH PRODUCT OR SERVICE WAS DECLINED BY CLIENT. Notwithstanding anything to the contrary, this limitation of liability clause shall not apply to claims for which Pantheon has insurance coverage, but then only to the extent of such insurance coverage.

- 13.4. Waiver of Subrogation.** To the extent permitted by law, each Party waives all rights against the other for recovery of damages to the extent these damages are covered by a policy of insurance.

14. Termination.

- 14.1. Termination.** This agreement may be terminated by either party upon written prior notice of the party's intent to terminate. Upon sending or receiving such a notification, Pantheon shall assist Client in the orderly termination of services, including timely transfer of the services to another designated provider (the "Transition and Transfer Services"). Pantheon shall provide Transition and Transfer Services at its regular hourly rates and on a prepaid basis in accordance with Pantheon's estimates. Client agrees to pay Pantheon the actual costs of rendering such assistance. All terms and conditions of the agreement shall remain in full force and effect during this transition period, which is not to exceed sixty (60) days. Fees under any SOW shall not be pro-rated unless agreed to in a separate agreement or at Pantheon's discretion. Pantheon has no obligation to protect Client data or Confidential Information beyond the expiration of a SOW term or renewal thereof.

- 14.2. Data Deletion.** Sixty (60) days after sending or receiving a termination notification, Pantheon will delete all Client network information including, but not limited to: usernames, passwords, and network specifications and configurations, and both parties will delete or return the Confidential Information of the other party.

15. Other Locations.

Client recognizes that Pantheon has no control over networks other than those identified in this Agreement or an applicable SOW as a "Covered Location" and the use of devices on outside networks increases the risk of security incidents and breaches. When the quality, speed, or other aspects of a network other than a network identified in this Agreement or an applicable SOW as a Covered Location affects the ability of a user to connect to needed resources or perform a necessary work function, Client acknowledges that Pantheon has no obligation under this agreement or an applicable SOW to address the outside network's issues. Client also recognizes the installation or



repair of peripheral or network devices at any location other than a Covered Location is not covered by this Agreement or any applicable SOW.

16. Non-Compliance.

Pantheon's solutions and services provided under this Agreement rely on use of such tools and services. If Client does not wish to take advantage of one of Pantheon's offered tools, Pantheon may ask Client to sign a notification indicating Client's understanding of the increased risk to Client's business as a result of Client's decisions as well as Client's understanding that Pantheon's ability to provide the services outlined in this Agreement have been compromised. If Client refuses to sign a notification, then Client shall be deemed to be in breach of this Agreement and Pantheon may terminate this Agreement.

17. Pantheon Services and Equipment.

Pantheon may provide Client with equipment installed at Client's location as part of the services Pantheon provides under this Agreement. Any equipment installed, but not invoiced to the client is solely owned by Pantheon. If this Agreement is terminated, Client must return any equipment Pantheon provided as part of these services on or before the last date the Agreement is in effect.

18. Backup and Recovery.

Client acknowledges that even with the best Backup Solution hardware and software failures can and do occur. Client further acknowledges that Pantheon's best practices for data backup and recovery increase the chances of data recovery in the event of ransomware or other malicious actions. If Client chooses not to follow all of Pantheon's best practices for data backup and recovery, Client acknowledges that Client is increasing Client's risk of permanent, unrecoverable data loss. Client agrees that they will sign a notification if requested when the Client refuses a backup and recovery recommendation made by Pantheon. If Client refuses to sign a notification, then Client shall be deemed to be in breach of this Agreement and Pantheon may terminate this Agreement.

19. General Provisions.

- 19.1. Severability.** If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.



- 19.2. Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any provision hereof.
- 19.3. Waiver:** Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligations, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent failure.
- 19.4. Force Majeure.** Neither Pantheon nor Client shall be liable for any loss, damage or failure due to causes beyond its control, including but not limited to strikes, riots, terrorism, earthquakes, epidemics, wars, theft, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God strikes, lockouts, court order, internet or communication problems, power failures, or unauthorized access or theft, or any other failure, interruption or error.
- 19.5. Merger and Amendment.** This Agreement, including any amendments and SOWs, constitutes the entire agreement between the parties relating to its subject matter and can only be modified by a writing signed by authorized officers of Pantheon and Client.
- 19.6. Assignment.** Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Pantheon. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. Pantheon may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Pantheon's assets without Client's consent. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns
- 19.7. Attorney Fees.** The prevailing party in any legal cause of action brought by Client or a third party arising out of or relating to this Agreement will be entitled to its costs in conducting the action, including reasonable attorneys' fees, expenses, and court costs.
- 19.8. Construction.** This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party.
- 19.9. Time To Bring Action.** The Parties must bring all causes of action arising from or related to this Agreement within one year after the first date of performance or breach which in whole or in part gives rise to the claim.
- 19.10. Counterparts.** This Agreement may be executed in one or more counterparts, each



of which is an original, and all of which constitute only one agreement between the Parties.

19.11. Independent Contractor. The relationship between the Parties is that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Each Part shall, at all times during the term of this Agreement, perform the duties and responsibilities herein without any control by the other Party. Either Party may realize a profit or loss in connection with performing the Services. Either Party may render similar services for the benefit of others. Neither Party is an agent of the other Party and is not authorized to make any representations, contract, or contract commitment on behalf of the other Party.

19.12. Equitable Relief. The Parties acknowledge and agree that, in the event of any breach of this Agreement, Pantheon could be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that in addition to any other remedy to which it may be entitled at law or in equity, the Pantheon is entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, to enforce the provisions of this agreement in any action or proceeding instituted in any court having subject matter. This provision with respect to injunctive relief does not, however, diminish Pantheon's right to claim and recover damages in the event of breach of the provisions of this Agreement.

This Agreement shall be governed by the laws of the State of Minnesota. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Client.

DocuSigned by:

Sean Dahlman

FFDB81C997FE46A...

Pantheon Computer Systems

7/10/2023

Date

Client

Date



Managed Services Agreement

Statement of Work

This managed services statement of work (the "SOW") between **City of Faribault** ("Client") and **Pantheon Computers** ("Pantheon") (each a "Party" and collectively the "Parties") is effective August 1, 2023, will remain in force for a period of twelve (12) months.

If a new SOW has not been signed before the end of the twelve (12) month period and neither party has notified the other of the intent to terminate the agreement, this SOW will continue on a month-to-month basis. In this event, the SOW will be reviewed annually to make any necessary adjustments or modifications to the number of users or devices and proportional changes to pricing with a 5% increase added to the SOW price, after the adjustments to the number of users or devices.

This agreement is intended to provide for proactive maintenance of the Client's servers, workstations, networking equipment and other peripheral technology items, and to provide Help Desk support for the Client's staff.

1. Fees and Payment Schedule.

- 1.1. Fees and Payment Schedule.** Pantheon shall invoice Client the amounts below on a monthly basis. All invoices are due and payable on the fifth (5th) day of each month. Pantheon may suspend services if Pantheon has not received payment by the fifteenth (15th) of the month.

<u>Managed Service Agreement</u>	
Agreement	\$10,500.00

<u>Software and Storage Fees</u>	
None at this time	\$0.00

<u>Advanced Security Services Fees</u>	
None at this time	\$0.00

Total Agreement Invoice \$10,500.00

<u>On-boarding Fee</u>	
One time On-boarding fee	\$10,000.00

- 1.2. Additional Licensing.** Any additional backup licensing, backup storage, or Office 365 licenses approved by the client within the timeframe of this agreement will be



added to the Client's invoice and will cause a proportional increase in the invoice total.

- 1.3. **Additional Services.** Additional services (such as security services) approved by the client within the timeframe of this agreement will be added to the Agreement amount and will increase the agreement invoice total.
- 1.4. **Additional Workstations.** Additional workstations above and beyond the number listed in the Equipment Covered Section of this Agreement will result in an increase to the agreement price at a cost of \$150.00 per workstation. The Client will not be charged for an additional workstation in the event of a temporary increase in workstation numbers due to workstation replacement overlap.
- 1.5. **Explanatory Line Items.** Pantheon Computers may choose, for the sake of clarity or internal tracking, to add additional explanatory line items to the agreement invoice at zero dollars.
- 1.6. **Hardware.** Any hardware installed or delivered to the Client will be invoiced upon delivery and payment will be due within 30 days.

2. Locations Covered.

Pantheon is only obligated to provide service at the site(s) defined in this SOW. Pantheon reserves the right to renegotiate service terms if the Client relocates or adds additional sites. Such right includes the right to refuse service at the relocation and/or new site.

The following locations are covered by this agreement:

City Hall: 208 1st Ave, NW, Faribault, MN 55021
Fire Station: 122 2nd St NW, Faribault, MN 55021
Police Department: 25 4th St. NW, Faribault, MN 55021
Public Works: 1200 Belview Trail, Faribault, MN 55021
Water Reclamation Facility: 214 14th St. NE, Faribault, MN 55021
Community Center: 15 Division St. W, Faribault, MN 55021
Buckham Memorial Library: 11 Division St. E, Faribault, MN 55021
Water Treatment Plant: 824 7th St. NW, Faribault, MN 55021
Washington Recreation Center: 117 Shumway Ave, Faribault, MN 55021
Family Aquatic Center: 1830 Alexander Dr, Faribault, MN 55021



3. Equipment/Services Covered.

- 3.1. Equipment Covered.** Maintenance and management of the following equipment is covered by this SOW. Any notable increase in the quantity of these items through addition or discovery may require a renegotiation of this SOW as specified in the Termination section of this document. Any equipment that goes past its operating system's End of Life may not be covered as part of this SOW.

On-Premise Servers	28
Workstations	300
Local Area Networks	7

4. Additional Services.

- 4.1. Additional Services.** Any and all services requested by the Client that fall outside the terms of this agreement, will be considered projects, and will be quoted and billed as separate, individual services.
- 4.2. Description of Services.** By signing this agreement, the Client agrees that a copy of Appendix A "Description of Services" has been received by the Client. Appendix A is intended to give general information about the types of services that will be provided by Pantheon as part of this agreement.
- 4.3. Guidelines.** By signing this agreement, the Client agrees that a copy of Appendix B "Guidelines on Equipment/Services Covered by a Fully Managed Agreement" has been received by the Client. Appendix B is intended to provide some guidelines to help the Client understand what types of Services will be provided on which Equipment as part of this agreement; as well as services and equipment that will be charged separately. When possible, Pantheon will discuss any non-covered service or equipment with the Client prior to beginning such service.

5. Advanced Security Services.

The following advanced security services are not included as part of this Agreement unless specifically included in the Fees and Payment Schedule of this SOW. An increase in the quantities of any of these services may result in an increase to the agreement invoice total. This list is subject to changes or additions without notice. For a current list of advanced security services, please contact your Account Manager (Advisor).

- **Advanced Endpoint Protection:** The City of Faribault will be providing Advanced Endpoint Protection for their network.



- **Security Awareness Training and Simulated Phishing Platform:** Security awareness training campaigns (may include interactive modules, videos, games, newsletters, etc.) will be provided and can be tracked to ensure completion. In addition, simulated phishing attacks will provide users with practical experience in identifying and responding to phishing attacks. Reports, including stats, can be provided to management to track the efficacy of the training platform.
- **Security Information and Event Management (SIEM):** This service ingests security and log events and processes them through advanced analytics to detect and notify Pantheon when changes in patterns, users or systems occur, based on unusual behavior and out-of-ordinary access. Data on such events is reported to meet regulatory requirements.
- **Dark Web ID Monitor and Reporting:** This service proactively monitors the Dark Web for stolen or compromised identification data for your organization and sends real-time alerts when data is discovered.
- **Multi-Factor Authentication:** Multi-Factor Authentication allows for a second factor to be added to domain active directory logins. This helps mitigate the threat caused by the phishing of credentials by bad actors.
- **Application Whitelisting:** Application Whitelisting prevents any software, services or executables from running on an endpoint unless specifically approved.

6. Conditions of Service.

- 6.1. **Remote Access.** This agreement is contingent on Pantheon having secure remote access into the Client's network through the process of Pantheon's choice.
- 6.2. **Minimum Standards.** In order for the Client's existing environment to qualify for many of the services included in this agreement, minimum standards must be met. If any piece of equipment or software in the Client's environment is out of date to the point that Pantheon's system cannot reasonably communicate with it or monitor it or if parts or service is not readily available for a piece of equipment or software, Pantheon reserves the right to refuse service to that piece of equipment or software. In addition, the Client must have reasonable internet speeds for remote monitoring or maintenance.

7. Normal Service Hours.

- 7.1. **Remote Help Desk.** Remote Help Desk and Remote Servicing of the Client's IT networks will be provided to the Client by Pantheon between the hours of 8:00 am and 5:00 pm Monday through Friday, excluding holidays.



7.2. On-Site Servicing. On-Site Servicing of the Client's IT networks will be scheduled between the hours of 8:00 am and 5:00 pm Monday through Friday, excluding holidays.

7.3. Network Monitoring Services. Network Monitoring Services will be provided 24/7/365.

8. Emergency Services and Response.

8.1. Emergency Services. Emergency services are defined as unplanned support performed outside the hours of 8:00 am – 5:00 pm Monday through Friday or on holidays.

8.2 No Additional Charge. Pantheon provides support for urgent and emergency issues outside of normal service hours at no charge for all fully managed clients.

9. Services Scheduled Outside of Normal Service Hours.

In certain circumstances, services may be scheduled outside of normal service hours. This type of support must be scheduled in advance and the day and time agreed to by both the Client and Pantheon Computers.

10. Support and Response Targets.

Pantheon will respond to the Client's Service Tickets under the provisions of our escalation and prioritization process. Our response targets are detailed in Appendix C.

11. Service Limitations.

Service rendered under the Agreement do not include:

1. Parts, equipment, or software not covered by vendor/manufacturer warranty or support;
2. The cost of any parts, equipment, hardware, or shipping charges of any kind;
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees;
4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind;
5. Projects.



12. Termination.

This agreement may be terminated by either party upon sixty (60) days written notice. Depending on the circumstances of the termination, the Client and Pantheon may choose to renegotiate and sign a new SOW at that time. If thirty (30) days after the receipt of such written notices no agreement on a new SOW has been reached, then termination will proceed in the manner agreed to in the Master Service Agreement.

In the event of a termination, the Client agrees to pay Pantheon for any services provided but not yet paid for.

13. General Terms.

13.1 Incorporation. Except to the extent there is a conflict between the terms, this SOW shall incorporate all terms and definitions of the Master Service Agreement between the Parties.

13.2. Governing Law. This SOW is governed by the laws of the State of Minnesota.

13.3. Entire Agreement. This SOW constitutes the entire agreement between the parties.

13.4. Conflict. If there is a conflict between this SOW and the terms and conditions of any order submitted by Client then the terms of this SOW shall prevail.

DocuSigned by:

FFDB84C997FE46A...
Pantheon Computer Systems

7/10/2023

Date

Client

Date



Appendix A

Description of Services

Server Monitoring and Maintenance

- Monitoring of CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status, RAID Alerts and Shadow Protect Backup Software Success Reports
- Additional Monitoring of Applicable Services (Active Directory Domain Services, DNS/DNS Server, DHCP, Exchange Services, Print Spooler, Remote Procedure Call (RPC), Terminal Server)
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Monthly Manual Review of Windows Log Alerts
- Remediation of Normal Maintenance Issues

Workstation Monitoring and Maintenance

- Monitoring on CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status
- Advanced Endpoint Protection
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Remediation of Normal Maintenance Issues

Network and Server Administration

- Necessary Adjustments or Updates to Operating System/Firmware Configurations
- Management of Active Directory, Group Policy, Login Scripts and other User and Security Settings
- Oversee Network Connectivity through Cabling and Wireless Devices

Multi-Layered Security Services

- SPAM Filtering with Email Continuity
- Email Attachment Scanning
- Click Protect for URLs sent via Email
- DNS Filtering
- Firewall Management and Administration

Help Desk Support for Users

- Help Desk Call Center
- Onsite Assistance

Virtual CIO Consulting

- Assist in Reviewing and Understanding Current IT Infrastructure
- Maintain Records on Hardware and Software and Manage Subscriptions
- Assist during Compliancy Audits
- Present Options for New Technologies and Processes that may Advance your Business



Appendix B

Guidelines on Equipment/Services Covered by a Fully Managed Agreement

Covered/Included

- Servers and PC's that are less than 60 months (5 years) old and whose OS is currently supported.
- Labor to replace printers and other simple network peripherals
- Restoration of server image from the backup if Pantheon's preferred backup software is being used and the local storage device is deemed compliant at the Client's annual review.
- Routine updates and maintenance to existing software
- Support of current software's network functionality. (i.e. it is running, computers are connecting to it, data is accessible, reports can be printed, etc.)

Not Covered/Included

- Parts and labor needed to replace or service any non-warranted PC or Server
- Labor to replace Firewalls and Servers as well as replacing or upgrading more than 1/3 of your PCs— unless included in Agreement
- Any significant add, change or move
- Consulting, installation or training on software new to the Client's environment
- Support of software functionality or features, including training.
- Large Software Updates
- Anything quoted as a project



Appendix C

Prioritization and Response Targets

Pantheon Computers will respond to the Client Partner's Service Tickets based on the prioritization level assigned to the ticket during the triage process.

Prioritization will be assigned according to the following definitions:

Priority	Definition
Priority 1 – Emergency Response	The network or an essential system is down. We are experiencing a work stoppage for a significant portion of the staff or for a key process, and we need to have a technician respond now.
Priority 2 – Critical Response	We have a critical issue that is either making work difficult for everyone or is preventing one of our key personnel from working.
Priority 3 – Normal Response	One or more employees are experiencing an issue that is making work difficult for them.
Priority 4 – Flexible Response	There is an issue we would like to have looked at. While we want it done in a timely manner, it is not especially urgent and can wait for service for a little while.
Priority 5 – Longer Term Item	This issue is not time sensitive. We would like to have this looked at or explored, but at this point, we do not have a particular time frame in mind.

For each priority level, Pantheon set targets for response and resolution for both the Response Team and the Client Partner's Designated Technical Team. These targets are measured and reported on to the Client Partner in a monthly report. Our goal is to meet or exceed these targets on 80% or more of all tickets submitted. A response is defined as contact with you to confirm that we have received the request, have assigned a technician to the issue and the technician has a plan to address the issue. Resolution is defined as addressing the presenting issue with a solution that works for the Client Partner or as agreeing with the Client Partner that that issue is not to be resolved for some reason. Should additional issues come up while addressing the presenting issue, another ticket will be created for those issues and appropriate priorities and targets will be set for those tickets.



Our response and resolution goals are as follows:

Priority	Response Goal	Resolution Goal
Priority 1 – Emergency Response	30 Minutes	4 Hours
Priority 2 – Critical Response	1 Hour	1 Business Day
Priority 3 – Normal Response	1 Business Day	3 Business Days
Priority 4 – Flexible Response	1 Business Day	2 Weeks
Priority 5 – Longer Term Item	1 Business Day	4 Weeks



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 8, 2023
SUBJECT: Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License

Background:

Faribault Minnesota Chapter, Inc. (Harley Davidson) submitted an application for a 1 Day to 4 Day Temporary On-Sale Liquor License for an event at 2704 West Airport Drive on September 9, 2023. If approved, Staff will send the signed application to Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve 1-4 Day Application and Permit

Attachments:

1. 1-4 Day Temp. License Application



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	
Faribault Minnesota Chapter, Inc.		5/13/1996	
Organization Address (No PO Boxes)		City	State
2704 W. Airport Drive		Faribault	Minnesota
		Zip Code	55021
Name of person making application		Business phone	Home phone
Ann M. Hofmeister		507-334-5130	507-330-1113
Date(s) of event	Type of organization ☐ Microdistillery ☐ Small Brewer		
September 9, 2023	☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name	City	State	Zip Code
Ann M. Hofmeister	Faribault	Minnesota	55021
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.

Indoors at Faribault Harley-Davidson, Inc.
2704 W. Airport Drive

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

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: August 8, 2023
SUBJECT: Approve Petition and Waiver of Assessment for Water Service Repair at 1024 7th Avenue SW

Background:

Resolution 2022-229 approves the use of the miscellaneous assessment process by petition and waiver for financing the replacement of water and sanitary sewer services, using Minnesota Statute Chapter 429 and the Community Management Plan.

The Public Works Department has prepared a Petition and Waiver Agreement for repairs to the water service at 1024 7th Avenue SW. The water service has failed and needs to be repaired. The property owner, Jennifer Rios, has completed a Petition and Waiver form to finance the costs of replacing the water service. The cost of the project entered into the agreement and assessed to the property is outlined by the terms in the table below.

Owner	Address	Purpose	Amount	Term	Rate
Jennifer Rios	1024 7 th Avenue SW	Water Service	\$9,200.00	10-Years	7%

Recommendation:

Approve Petition and Waiver Agreement

Attachments:

1. Petition and Waiver 1024 7th Ave. SW

PETITION AND WAIVER AGREEMENT

This Agreement made this 8th day of August, 2023, by and between the City of Faribault, a Minnesota municipal corporation (“City”) and Jennifer Rios a single person/husband and wife (“Owner”).

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, located at 1024 7th Ave. SW, PID #18.06.2.51.057, and is legally described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the Owner has requested that the City perform certain improvements to the Property, here described: Remove and repair failed water service (“Improvements”) and the City has agreed to perform said improvements.

WHEREAS, the Owner has agreed to reimburse the City for 100 percent of the cost of the Improvements; and

WHEREAS, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over ten (10) years; and

WHEREAS, the Owner requests that the City construct or cause the construction of the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$9,200.00 against the Property as an assessment; and

WHEREAS, the City is willing to finance and construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to receive payment for the Improvements; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings

NOW, THEREFORE, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: Remove and repair failed water service. Described in the document attached as Exhibit B.
2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of today, the Owner has fee simple absolute title in the Property.
3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.
4. The amount of the assessment which is to be assessed by the City against the Property is \$9,200.00. The Owner requests that this amount be assessed against the Property.
5. The Owner agrees that the assessment will be payable in installments over ten (10) years. The Owner understands and agrees that the interest rate to be applied to the assessment will be seven (7) percent per annum.
6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:
 - a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$9,200.00, and that such increase in fair market value is a special benefit to the Property;
 - c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
 - d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes

Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.
8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid in full and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.
9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to affect the recording and filing of this Agreement against the title of the Property.
10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER

By: Jennifer Rios
Printed Name: Jennifer Rios

By: _____

Printed Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 26th day of July, 20 23,
by Jennifer Rios, a single person/husband and wife.

Danielle Radtke
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)



The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, a single person/husband and wife.

Notary Public

By: _____

Its: Mayor

By: _____

Its: City Administrator

[illegible]

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

Notary Public

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Property

Lot 7 Block 3 of SOUTHERN HEIGHTS 1ST ADD
SOUTHERN HTS 1ST L7 & L8 B3

Flom Septic & Drain Inc

23220 Glynview Trail
Faribault MN 55021
507-334-7867

Exhibit B

Date	Estimate #
7/5/2023	353

Name / Address
City of Faribault Accounts Payable 208 NW 1st Ave Faribault MN 55021

			Project
Description	Qty	Rate	Total
Replace waterline 1024 7th ave. SW 3/4 inch cooper waterline curbstop to house hookup in house remove and replace cocreate and asphalt as needed. Compact trench back. Landscape that is removed will not be replaced.		9,200.00	9,200.00T
		Subtotal	\$9,200.00
		Sales Tax (0.00)	\$0.00
		Total	\$9,200.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: August 8, 2023
SUBJECT: Accept Quote for Rotary Screen Parts at Water Reclamation Facility

Background:

A rotary screen in the headworks building at the Water Reclamation Facility (WRF) needs repair to a bearing housing to prevent the screen from failing.

Staff obtained a quote for the parts from the screen manufacturer Huber Technology, Denver, North Carolina for \$34,856.34. This is an unbudgeted cost for 2023, so a budget adjustment to the Sanitary Sewer Fund 602-49480 will be necessary.

Recommendation:

Accept Quote from Huber Technologies and Approve Budget Adjustment to Sanitary Sewer Fund 602-49480

Attachments:

1. Huber Technology Quote

Billing Address

City of Faribault
208 1st Ave. NW
Faribault, MN 55021
UNITED STATES

Delivery Address

City of Faribault
214 NE 14th Street
Faribault, MN 55021
UNITED STATES

OFFER: 71013824 / V1
Your Reference: Faribault, MN (289599)

Your Reference:

Date printed: 7/24/23
Our Reference: Cedric Anthony
Phone: +1-704-990-2408
Email: Cedric.Anthony@hhusa.net

Customer No.: 114238

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	51349652 rising pipe 355x2051 Ro2 1800 P.1 **lead time 6-8 weeks**	32,356.34	32,356.34 0%
20/1	1.00	pcs	10000002 Freight and Intl. Transit	2,500.00	2,500.00 0%
				Total net	USD 34,856.34
				Including Sales Tax	USD 0.00
				Total gross	USD 34,856.34

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

HUBER Technology, Inc.
1009 Airlie Parkway • Denver, NC 28037
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

A member of the HUBER Group

Offer: 71013824
Date printed: 7/24/23
Page: 2 (7)

Cedric Anthony
Huber Technology, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-146 Approve Declaration of Used Police Taser X26's as Surplus Property

Background:

The Police Department has 21 TASER X26's that were used by Officers that are no longer needed and have been replaced. Per State Law, the Tasers meet the requirements to be declared surplus property. The Police Department has worked out an agreement with Accredited Security of Naples, Florida, to purchase all 21 Tasers for \$4,200.00.

Recommendation:

Accept the declaration of Taser 26's being declared as surplus property and accept the offer by Accredited Security of Naples, Florida to purchase the Tasers for \$4,200.00.

Attachments:

1. Resolution 2023-146 - Declaration of Surplus Equipment - TASER X26

CITY OF FARIBAULT

RESOLUTION #2023-146

APPROVE DECLARATION OF USED POLICE TASER X26'S AS SURPLUS PROPERTY

WHEREAS, the City has 21 TASER X26's that were used by Officers that are no longer needed and have been replaced, and;

WHEREAS, when City property is deemed to no longer be needed it is to be disposed of in accordance with State Law, and;

WHEREAS, the Faribault City Council declares the 21 TASER X26's as surplus property that are no longer needed, and;

WHEREAS, the 21 TASER X26's will be sold to Accredited Security from Naples, Florida for \$4200.00, and;

NOW THEREFORE, BE IT RESOLVED, that the following City-owned property is hereby declared as surplus, shall be sold or otherwise disposed of in accordance with State Law, and any revenues generated from the sale of any of the surplus property shall be deposited into the General Fund of the City of Faribault:

TASER X26 (Serial #X1200EWNN)
TASER X26 (Serial #X130071W5)
TASER X26 (Serial # X13008CC7)
TASER X26 (Serial #X13008CE9)
TASER X26 (Serial #X13008CEY)
TASER X26 (Serial #X13008CF7)
TASER X26 (Serial #X13008CCD)
TASER X26 (Serial #X13008C8A)
TASER X26 (Serial #X13008CC5)
TASER X26 (Serial #X13008CRE)
TASER X26 (Serial #X13008CD8)
TASER X26 (Serial #X13008CPP)
TASER X26 (Serial #X13008CCR)
TASER X26 (Serial #X13008CF1)
TASER X26 (Serial #X130051X5)
TASER X26 (Serial #X13008747)
TASER X26 (Serial #X13008CE6)

TASER X26 (Serial #X13008CD9)
TASER X26 (Serial #X13008CHF)
TASER X26 (Serial #X13008CDK)
TASER X26 (Serial #X13008CD0)

Date Adopted: August 8, 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: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: August 8, 2023
SUBJECT: Approve Quote for Maintenance to the Exterior of the Fire Station

Background:

In the 2023 Capital Improvement Plan, funding was approved for maintenance of the exterior of the fire station. The Capital Improvement Plan has \$40,000 budgeted for maintenance work on the exterior of the fire station. Quotes were received from two contractors that perform this work:

Building Restoration Corp.	\$64,873
Restoration Services Inc.	\$44,800

Funding for this project comes out of fund 437. The additional \$4,800 over the budgeted amount will come from the available fund balance in fund 437.

Recommendation:

Approve Quote from Restoration Services, Inc. for Maintenance to the Exterior of the Fire Station

Attachments:

1. CIP sheet
2. Faribault Fire Station Exterior Proposal
3. Proposal C.O.F. Fire Station

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Public Facilities Fund (437)			13,000					13,000
City Wide Total			13,000					13,000
Community Center								
Replacement - Community Center Shower Walls	COM F 23-01	1	37,000					37,000
New Community Center	COM F 27-01	1					30,000,000	30,000,000
Community Center Total			37,000				30,000,000	30,037,000
GO Building Bond							30,000,000	30,000,000
Public Facilities Fund (437)			37,000					37,000
Community Center Total			37,000				30,000,000	30,037,000
Fire								
Fire Station Exterior Maintenance	FIR F 23-01	1	40,000					40,000
Replacement - Boiler	FIR F 27-01	1					50,000	50,000
Fire Total			40,000				50,000	90,000
Public Facilities Fund (437)			40,000				50,000	90,000
Fire Total			40,000				50,000	90,000
Library								
Library Exterior Clean, Seal and Repair	LIB F 23-01	1	50,000					50,000
Replacement - Library Lower Level Storm Windows	LIB F 24-01	1		40,000				40,000
Library Elevator Modernization	LIB F 26-01	2				100,000		100,000
Clean & Restore Great Hall Murals	LIB F 27-01	1					40,000	40,000
Library Total			50,000	40,000		100,000	40,000	230,000
Public Facilities Fund (437)			50,000	40,000		100,000	40,000	230,000
Library Total			50,000	40,000		100,000	40,000	230,000
Parks								
North Alexander Parking Lot #2	PAR F 23-01	1	20,000					20,000
North Viaduct Area Park Development	PAR F 23-02	1	500,000	7,000,000				7,500,000
Soccer Complex Shelter	PAR F 24-01	3		75,000				75,000
White Sands Parking Lot	PAR F 25-01	1			50,000			50,000
Replacement - N Alexander Park Rest Rooms/MainBldg	PAR F 25-02	2			250,000			250,000
Replacement - White Sands Trail Head Facility Roof	PAR F 25-03	1			25,000			25,000
Upgrade South Alexander Park Shelter & Restroom	PAR F 26-01	1				160,000		160,000
Central Park Bandshell Renovations	PAR F 27-01	1					105,000	105,000
Picnic Shelter Addition W/Restrooms - Seabury Park	PAR F 27-02	1					400,000	400,000
2023-2027 Trail Improvements/Maintenance	TRAILS	3	20,000	20,000	25,000	25,000	25,000	115,000
Parks Total			540,000	7,095,000	350,000	185,000	530,000	8,700,000
GO Bond				7,000,000				7,000,000

4. The fourth part of the document discusses the implications of the findings for future research and practice. It suggests that the results of this study could be used to inform policy decisions and to guide the development of new programs and initiatives.

5. The fifth part of the document provides a conclusion and a summary of the key points. It reiterates the importance of the study and the need for further research in this area.

6. The sixth part of the document includes a list of references to the sources used in the study. It also includes a list of appendices that provide additional information and data.

7. The seventh part of the document is a glossary of terms that are used throughout the document. It defines the key concepts and provides a clear understanding of the terminology used.

8. The eighth part of the document is a list of figures and tables that are included in the study. It provides a clear understanding of the data presented and the results of the analysis.

9. The ninth part of the document is a list of footnotes that provide additional information and references. It also includes a list of acknowledgments that thank the individuals and organizations that supported the study.

10. The tenth part of the document is a list of appendices that provide additional information and data. It includes a list of tables and figures that are used in the study.



BUILDING RESTORATION CORPORATION

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

PHONE: 612-789-2800 FAX: 612-789-2875

PROPOSAL

May 2, 2022

Submitted to: John Milewski
122 2nd Street NW
Faribault, MN 55021

507-339-3103
jmilewski@ci.faribault.mn.us

Project: Faribault Fire Station
122 2nd Street NW
Faribault, MN 55021

Building Restoration Corporation does hereby propose to furnish all of the necessary materials and to provide skilled labor to perform the enclosed listing of restoration services. Pricing is based on the ability to begin and complete the restoration in one operation. The prices listed include costs for all labor, materials, equipment, swing-stage rigging, aerial boom use, clean up of debris, and sales tax on materials.



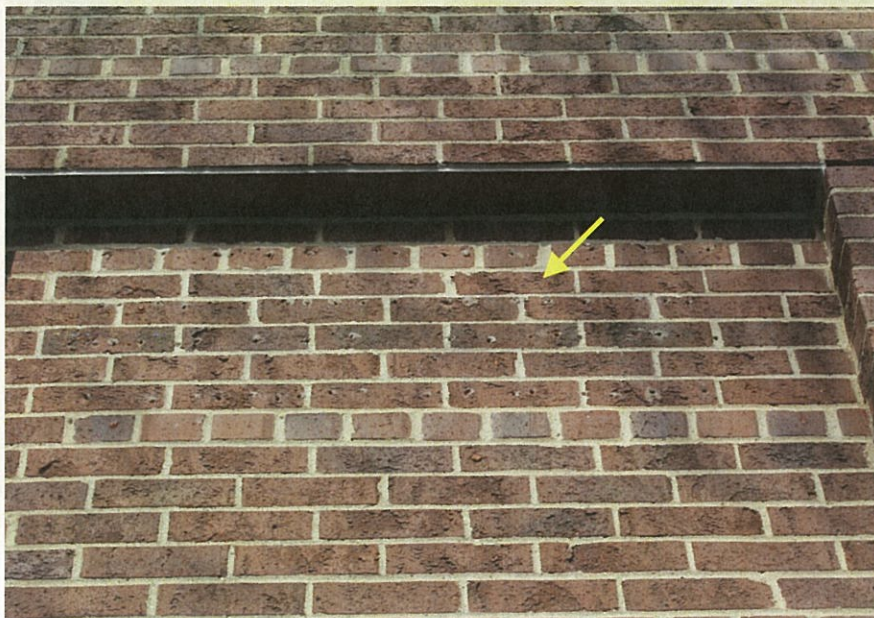
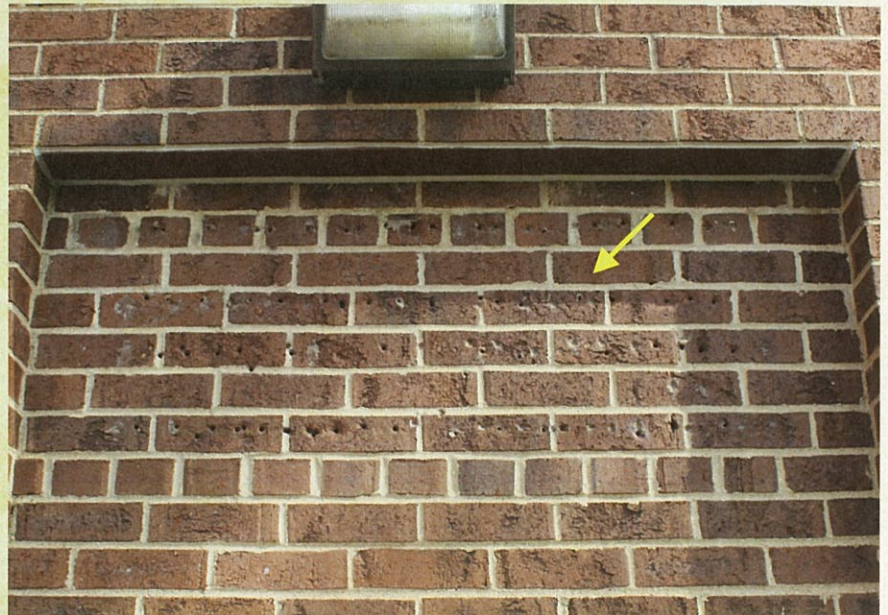
**Faribault Fire Station
122 2nd Street NW
Faribault, MN 55021**

Work scope includes: 100% exterior expansion joint sealant replacement, steel lintel leading edge sealant removal, installing helical wall ties to re-anchor face brick to CMU back up wall, spot tuckpointing, individual damaged brick unit replacement, selective window/door perimeter sealant replacement and clear water repellent application.



There are several areas where individual brick units are chipped, cracked or spalled. We will remove and replace these damaged brick units with new brick to match.

All of the damaged brick with holes behind the sign that has been removed on the South elevation will be replaced with new matching brick.



All of the damaged brick with holes behind the sign that has been removed on the East elevation will be replaced with new matching brick.



The abandoned electrical conduit on the East elevation will be removed and patched with new brick to match as close as possible.

There were several damaged brick and deteriorated mortar joints observed on this portion of the tower. We will cut out the deteriorated mortar joints and tuckpoint with fresh mortar. All damaged brick will also be cut out and replaced.

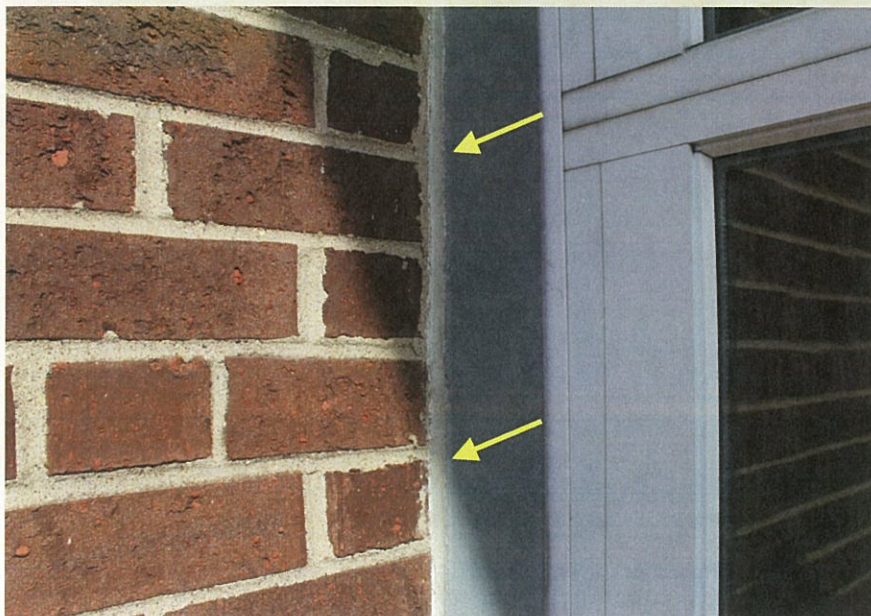
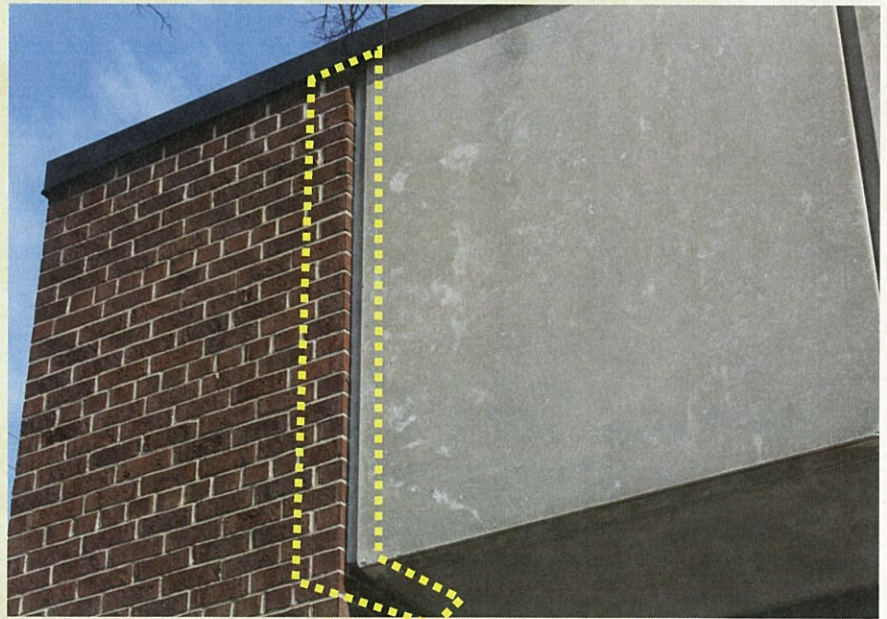


A close up photo showing the deteriorated mortar joints and spalled brick units on the tower.

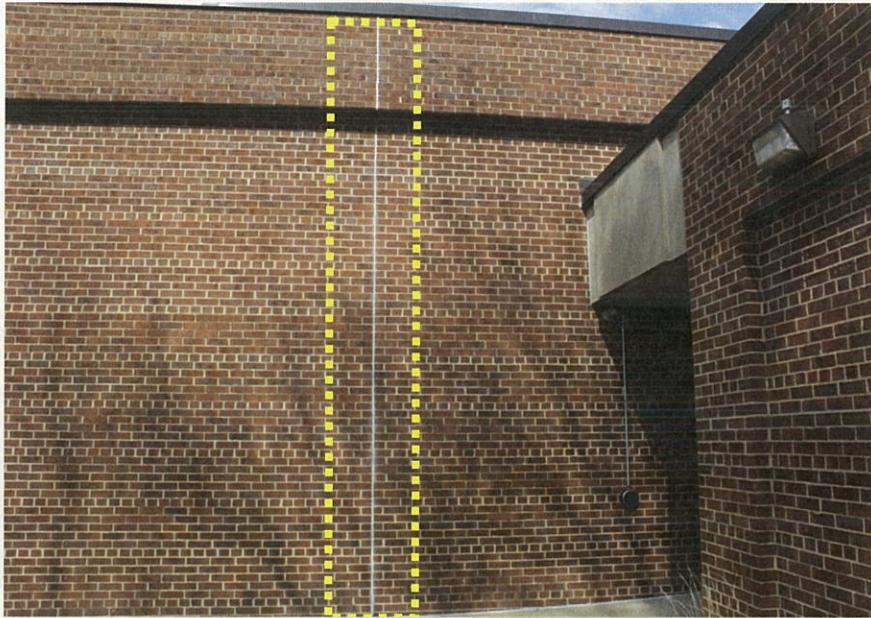


The joint sealants on the fire station are in poor condition and in need of replacement. We recommend cutting out and placing the failed joints sealants with new backer rod and sealant to restore the moisture shedding properties preventing costly secondary damages.

Here is a close up photo Showing an example of the exterior sealant in need of replacement.

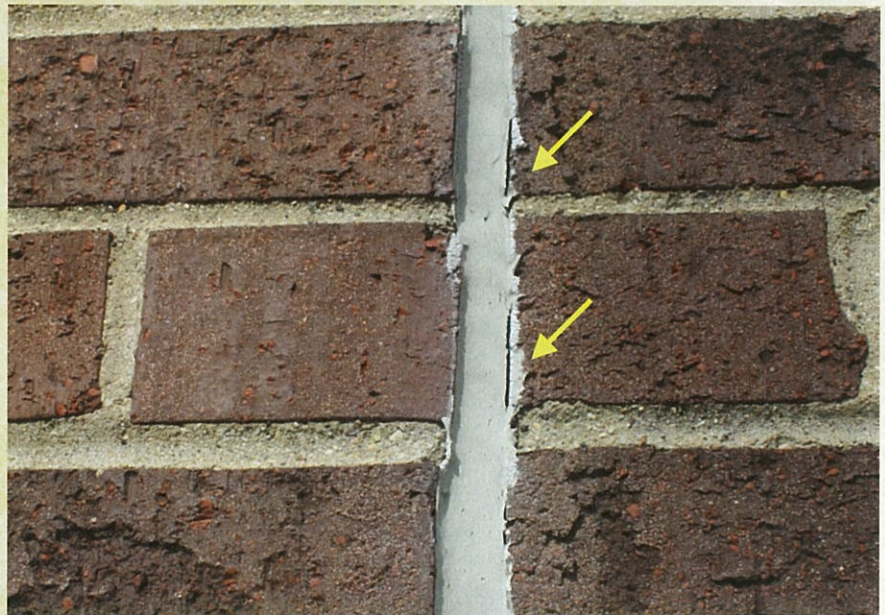


Another close up photo showing a failed joint sealant at the South elevation overhead door perimeter.

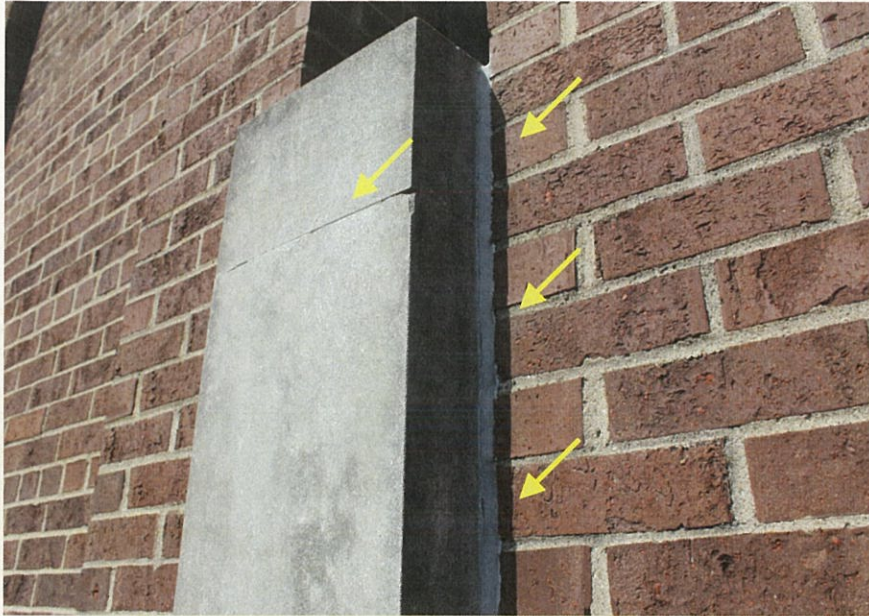


The vertical expansion joint sealants on the building are failing and in need of replacement as well. We are recommending to replace all of the vertical expansion joint sealant and backer rod.

In this close up photo the vertical expansion joint photographed above you can see the sealant has failed and has de-bonded from the brick. When this happens moisture can easily infiltrate the wall system.

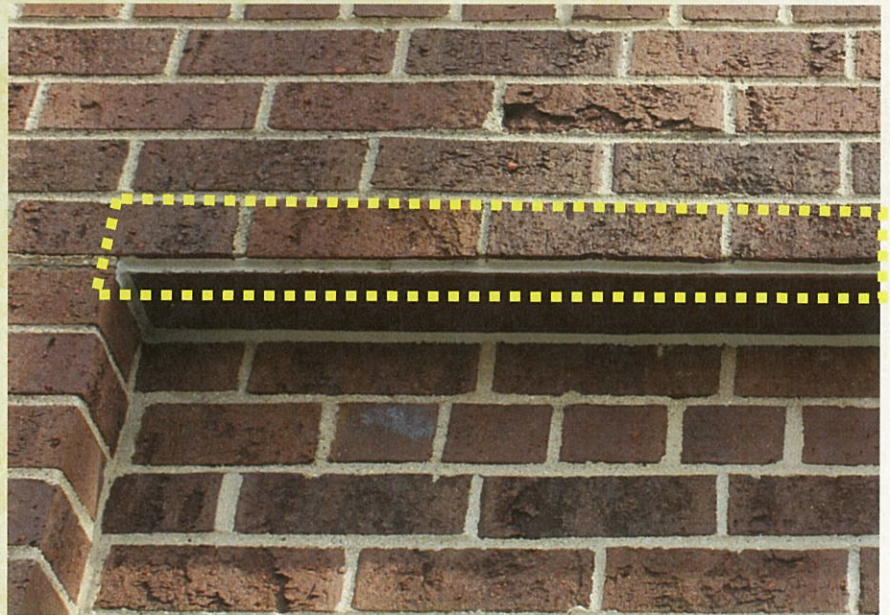


The mortar joints between the accent stones has failed in several areas observed. We will cut out the failed mortar joints and tuckpoint in fresh mortar.

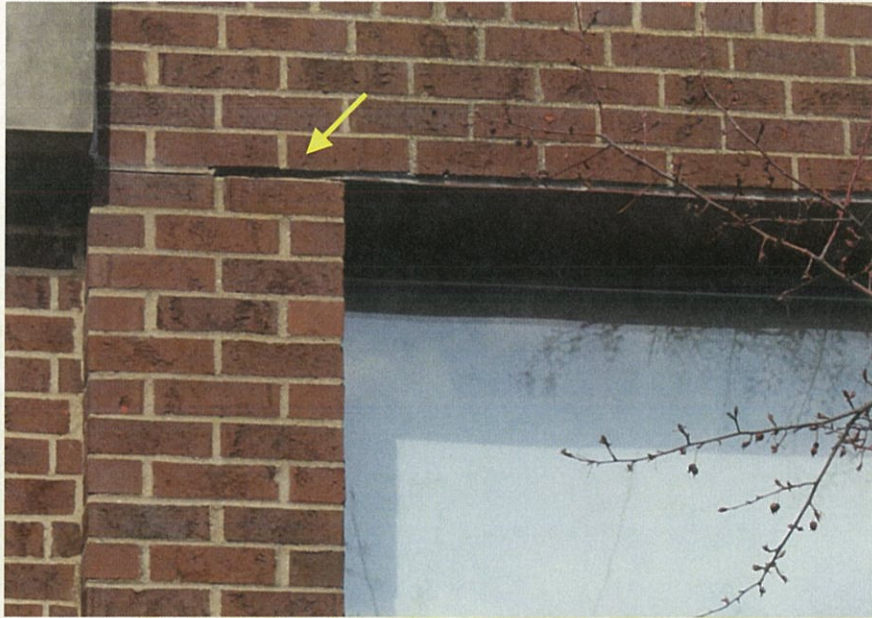


Another photo highlighting the poor sealant condition around the stone perimeter and failed mortar joint between the two stones.

Another concerning condition observed on this building is that all of the steel lintels above window and door openings as well as shelf angle steel has been caulked shut at the leading edges. When moisture gets absorbed into the wall system it is designed to weep and drain from these lintel areas. When sealant is smeared over the leading edges any moisture gets trapped. This leads to premature deterioration to the steel and possible secondary interior damages.

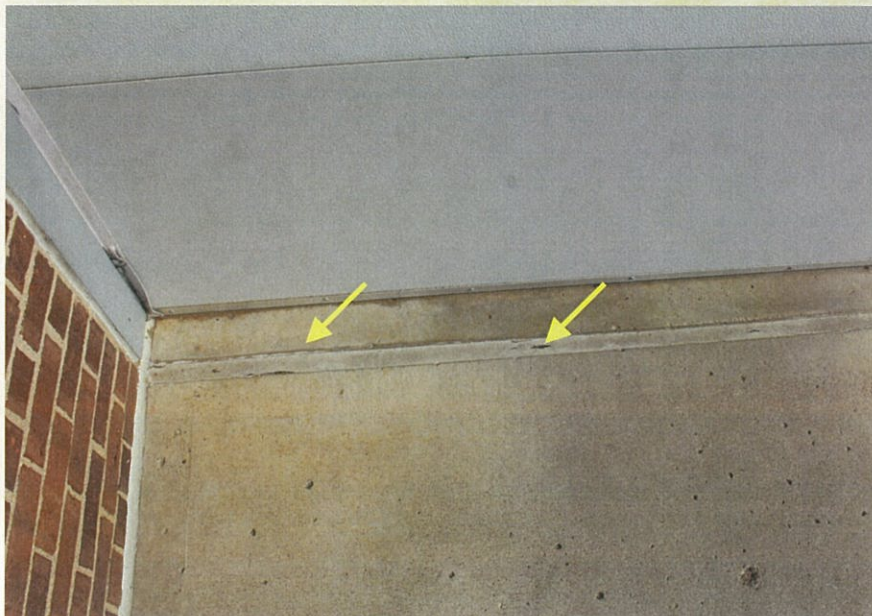
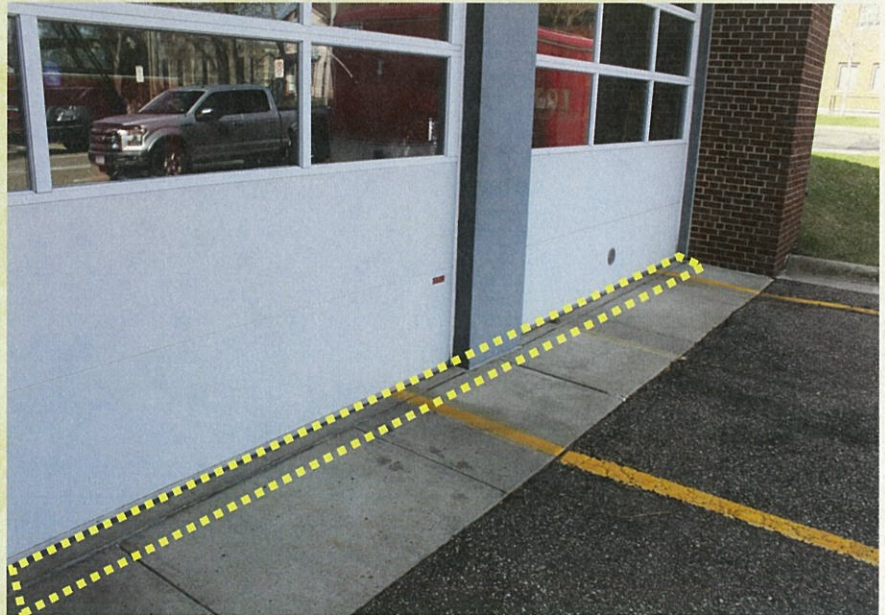


Here is another example showing where sealant has been installed over the leading edge of the window lintel. We recommend saw cutting to remove this sealant, then tuckpoint fresh mortar in to allow for proper drainage of any moisture that infiltrates the wall system.

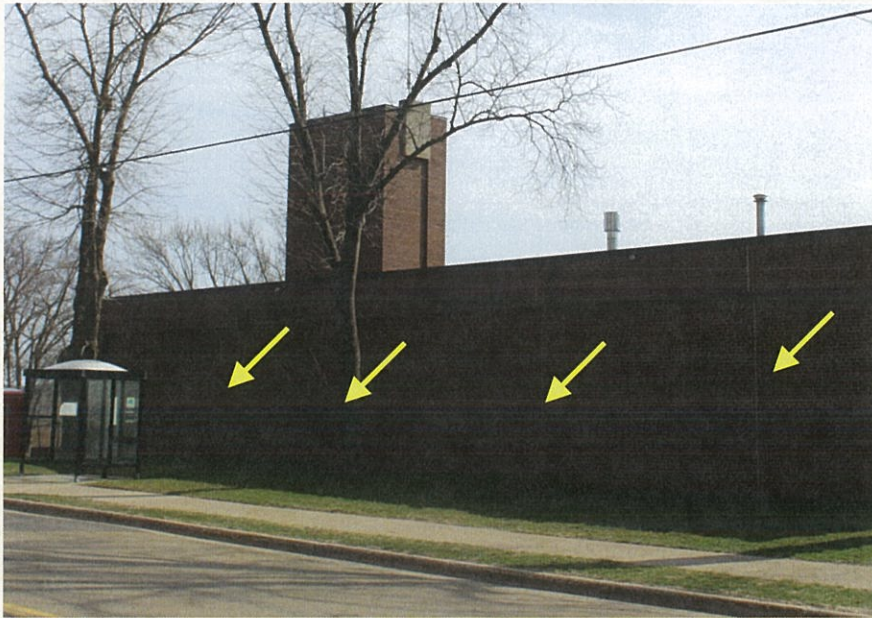


In this close up photo you can see the steel lintel is beginning to rust as a result of moisture being trapped and sitting on the steel. When “pack rust” forms on the steel there are extreme pressures put on the surrounding building components. You can see a void has been opened up now that the mortar has failed.

The joint sealant at the concrete apron outside the overhead doors has failed and is in need of replacement.

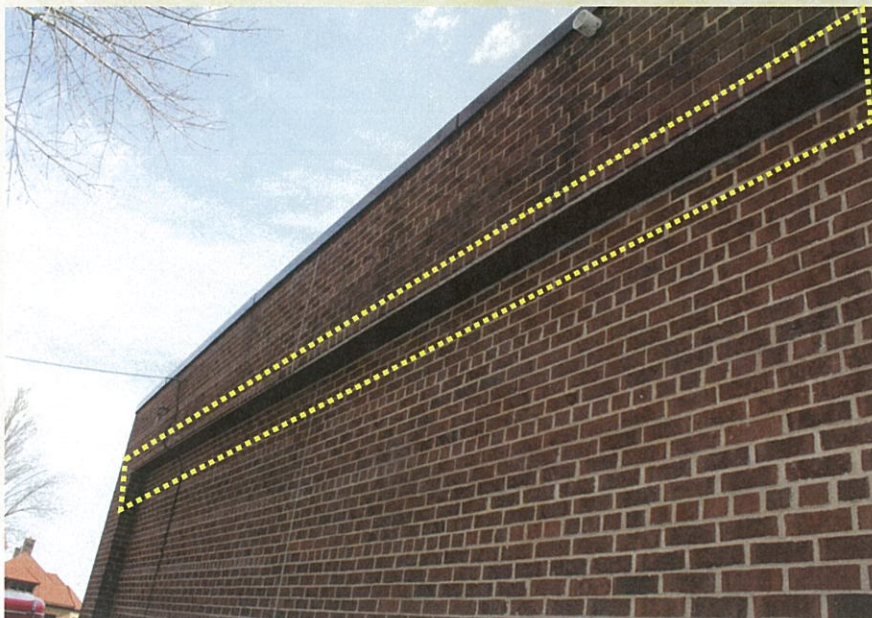
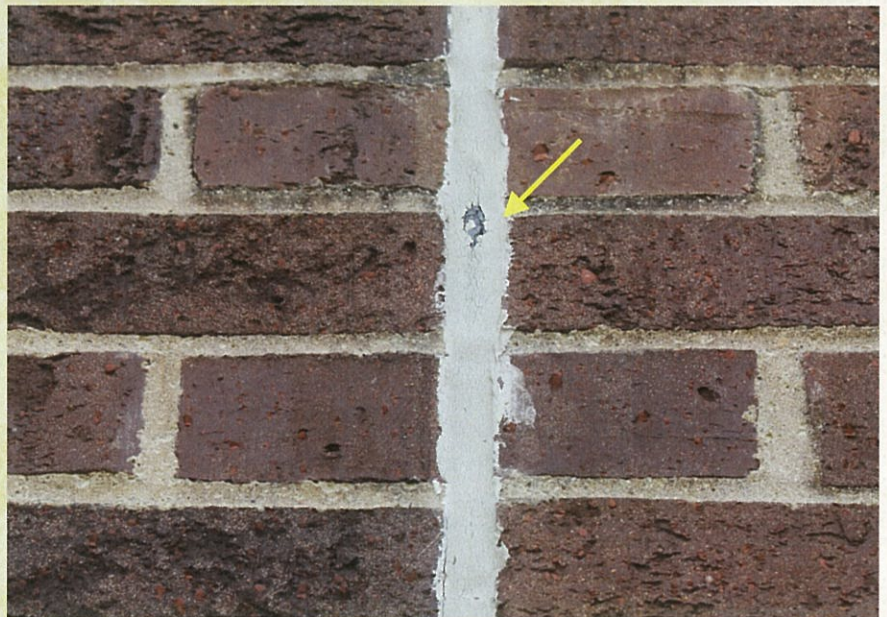


Another close up photo of the failed concrete to building joint sealant.



Here are additional vertical expansion joints on the West elevation that are in need of replacement.

In this close up photo of one of the West elevation expansion joints you can see the sealant has failed and the backer rod behind the sealant is exposed. This is an easy area for moisture to infiltrate the wall.



Another close up photo of the steel lintel on the West elevation that has been sealed shut with caulk.



Left side: excellent water-beading effect after Protectosil® treatment, right side: without treatment

Incorporating water repellants into modern masonry assemblies

After reviewing the masonry conditions and materiality on this building we thought it would be very beneficial to recommend the application of the clear, breathable masonry water repellent product to all of the exterior masonry. The reason for this recommendation is that the brick masonry units that a majority of the masonry veneer is constructed out of are very porous and relatively soft and absorbent when compared to a much harder and less porous type SW face brick.

Because the brown brick and precast stone on this building are soft and highly absorbent, water that comes in contact with, or flows down the wall is absorbed by the masonry veneer. The more saturated these bricks remain, the more damage will be done through frequent freeze and thaw cycles, evaporation cycles and rising damp conditions near grade level.

******"By reducing the amount of water entering the substrate, Protectosil® CHEM-TRETE® 40 VOC decreases the intrusion of water-borne contaminants such as salt and dirt, and reduces the deteriorating effects of these contaminants, such as rebar corrosion, spalling, scaling, efflorescence, leaching and staining."***

***** (Excerpt from the manufacturers website)***

PACO Office Building North Elevation

Exhibit A

General Conditions:	Quantity	Units	Unit Price	Total
Mobilization, job set-up	1	lump sum	3,467	3,467
Permits	1	allowance	978	978
Insurance and safety expense	1	lump sum	326	326
Saws, compressors, generators and misc. equipment cost	1	lump sum	2,872	2,872
Dumpster and debris removal	1	each	495	495
Final cleanup and demobilization	1	lump sum	945	945
General Conditions Sub-Total				\$9,083
Work Scope:	Quantity	Units	Unit Price	Total
Access equipment scaffolding or aerial lifts	1	lump sum	5746	5,746
Saw cut to remove joint sealant that has been smeared over the still lintel leading edge and weep ropes to allow moisture to properly drain from wall system	383	lnft	23	8,809
Spot tuckpoint deteriorated mortar joints (Allowance)	48	sqft	21	1,008
Individual damaged brick replacement (Allowance)	94	each	34	3,196
Remove and replace window and door perimeter joint sealants	104	lnft	10	1,040
Final acid wash to reduce mortar smear	1	lump sum	1,347	1,347
Remove and replace exterior vertical expansion joint sealants	832	lnft	11	9,360
Remove and replace concrete to building horizontal joints outside of overhead doors	58	lnft	19	1,102
Clean to brighten and restore precast stone prior to water repellant application	410	Sqft	2	934.8
Apply clear breathable water repellant to all exterior masonry facades	7749	Sqft	3	23,247
North Elevation Work Sub-Total:				\$55,790
North Elevation Proposed Total Cost:				\$64,873

Building Restoration Corporation offers the above listed restoration services as they relate to the enclosed drawings and specifications for your consideration. All work is to be performed in a substantial workmanlike manner. All tools, equipment and procedures shall follow the generally accepted restoration guidelines. All restoration work is to be performed by professional experienced tradesmen.

Building Restoration Corporation carries worker's compensation, automotive and public liability insurance in the amount of one million dollars. Building Restoration Corporation also carries a commercial umbrella policy in the amount of nine million dollars. We will gladly supply you with a certificate of said insurance naming you or your project as a certificate holder upon request.

This proposal is for work performed on the exterior facades only and does not include any work inside the building or below exterior grade. Prices include only those work items described and unless specifically listed, prices do not include any carpentry, window repair or replacement, concrete or asphalt repairs, painting, laboratory analysis of existing mortar, investigative work, landscaping, roofing repairs or any other work that is not individually listed on the repair costs price page.

The Building Owner is to provide their water, electricity, free and unobstructed access to building elevations, and an area to park our job site trailer and operate cement mixer. Building Owner/Buyer is to indemnify, defend and hold harmless Building Restoration Corporation against any loss or claim by the building tenants that the construction operations or scaffolding generated noise or dust which interferes with their business operations, or reduces their visibility, sales, profits, sleep or other claims.

We reserve the right to withdraw this proposal if it is not accepted within thirty days. Our payment terms are net 30 days on all monthly progress invoices if the length of the job exceeds one month. Full payment of all balances will be due upon your receipt of our final completion invoice. Interest in the amount of 1 % per month will be due and payable on all past due balance amounts.

The Scope of Work shall be solely restricted to the work described above and in the agreement between the parties, no evaluation or determination regarding the need for repair or structural integrity has been made by Building Restoration Corporation, nor has it provided engineering services. The Scope of Work and evaluation is restricted to the description above.

Construction Agreement

BUILDING RESTORATION CORPORATION



1920 OAKCREST AVENUE SUITE 1
ROSEVILLE, MN 55113
PHONE: 612-789-2800
FAX: 612-789-2875

Submitted to Buyer:
John Milewski
122 2nd Street NW
Faribault, MN 55021

Construction
Agreement Date:
May 2, 2022

Work site location:
Faribault Fire Station
122 2nd Street NW
Faribault, MN 55021

The parties agree that the work scope shall be the following items selected from BRC's proposal dated:

May 2, 2022

Please see attached work scope and quantities. Estimate is based off of visual observation of the buildings exterior and recent test opening observations, unforeseen items are not included in this proposal.

Note: Owner to provide free and clear access for equipment and aerial lifts.

Exclusions: Bonds, engineering, interior work, roofing work, electrical work, HVAC, plumbing, detach and reset of and fixed items to facade, sheet metal flashing work, steel lintel replacement, below grade work, landscaping repairs or replacement, window cleaning, window replacement, evening or weekend work hours, heat and cover.

Building Restoration Corporation ("BRC") proposes to furnish and install the itemized restoration services described above, or in BRC's proposal in whole or in part, if mutually agreeable. Contact us immediately if you prefer to delete any individual work items contained in our proposal. The work scope described above is to be performed for the contract price of:

Sixty-Four Thousand Eight Hundred Seventy-Three Dollars and no/100 \$64,873.00

Respectfully submitted, Building Restoration Corporation

BUYER'S AGREEMENT

The above work scope, costs and unit prices, contract Terms and Conditions contained herein and on the second page of this agreement, are hereby accepted. BRC is hereby authorized to perform the work as proposed. Payments will be made promptly.

Company

Authorized Signature

Accepted by BRC

Date

Title

Date

Construction Agreement Page 1 of 2

TERMS & CONDITIONS

1. **ACCEPTANCE** – This agreement is subject to acceptance by the Buyer within 30 days from Construction Agreement Date printed on the face of this agreement and is void thereafter at the sole option of BRC. Buyer is to sign this agreement and deliver it to BRC. A fully signed agreement will be returned to the Buyer. Any modifications to this agreement must be initialed and dated by both parties to be binding. Electronic or email confirmation of agreements must include both pages 1 & 2 of this agreement.

2. **INSURANCE** – BRC carries insurance in the following amounts:

a. Workers Compensation Statutory Coverage 100/500/100K

b. Comprehensive General Liability & Broad form Coverage:

(1) Bodily Injury	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
(2) Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate

c. Comprehensive Automobile Liability:

Combined Single Limit \$1,000,000/Aggregate \$2,000,000

d. Commercial Umbrella Liability

Total Aggregate Limit \$9,000,000

3. **WARRANTY** – BRC warrants its completed work only in accordance with BRC's separate Guarantee Certificate.

4. **MATERIALS FURNISHED BY THE BUYER** – BRC shall not be responsible for ordering, unloading, storage or guarantee of the durability of any materials that are owned, purchased or furnished by the Buyer. Buyer understands that BRC is not responsible to guarantee performance of any existing building materials owned by Buyer and not replaced with new.

5. **BUYER'S RESPONSIBILITIES** – It will be the responsibility of the Buyer to clear out or remove all vehicles, stored materials, etc., to permit BRC complete and free access for its equipment, aerial lifts, scaffolding and swing stages to access the building surfaces so that all of the project area upon which BRC is to perform its work is to be ready and available. This may include permission and access from neighboring properties for their rooftops which Buyer warrants shall be provided. Buyer shall furnish at its expense such legal descriptions or survey services, if necessary, to obtain required government approvals and permits as needed for the project. The Buyer shall designate a person who shall be fully acquainted with the scope of the work, has authority to render decisions promptly, and furnish information expeditiously and approve changes in the scope of the work, etc.

6. **SCHEDULE** – The Buyer and BRC shall develop a schedule and the Buyer shall be responsible for making prompt selections and decisions to maintain the approved schedule. Once approved by BRC, the schedule shall not be shortened without BRC's consent. If project is behind schedule due to Buyer's or Architect's action or inaction, or due to Buyer's failure to make timely payments under this agreement, or due to governmental agency having delayed approval of permits, material samples, color schedules or shop drawings, or due to strikes, lockouts, acts of God, said lost time shall be added to BRC's scheduled date of completion without penalty. Buyer shall be liable for all costs incurred by BRC as a result of such delays and shall promptly reimburse BRC for all costs incurred including incidental and consequential damages. Time extensions shall also be granted by Buyer for the performance of extra or Change Order work as requested by BRC.

7. **PAYMENT TERMS** – BRC shall provide Buyer with monthly progress invoices. Buyer shall deliver to BRC's office by the 15th of the following month net cash payment for 100% of the invoiced amount without retainage. Any balances due that remain unpaid shall accrue interest at the rate of 1% per month, which shall be promptly paid by Buyer to BRC's office. BRC shall not be required to pick up checks from Buyer. These payment terms may be modified by supplemental terms if they are printed on page 1 of this agreement. BRC shall have the right, but not the obligation, to stop work or keep the worksite idle in the event payment is not made to BRC as required.

8. **FINAL PAYMENT** shall be delivered to BRC's office within 15 days of the date of BRC's final invoice. Final payment by Buyer waives all of Buyer's claims against BRC except warranty claims.

9. **ATTORNEY'S FEES AND VENUE** – In the event of default of this agreement, Buyer agrees to pay all costs and expenses of collection and enforcement of the terms of this agreement incurred by BRC, including court costs and all reasonable attorney's fees. Any disputes between the parties shall be venued exclusively in the State or federal courts of Minnesota.

10. **OVERTIME** – The contract price (Page 1 or the itemized costs) were determined on the basis of crews working at straight time during a normal 40 hour work week. No forced overtime will be worked unless BRC is ordered to do so by the Buyer in writing which shall also provide for the payment by Buyer of the additional costs for workers overtime premium pay, plus applicable insurance, payroll taxes, reasonable overhead and profit.

11. **CHANGE ORDERS** – If BRC is required to alter or add to the scope of work herein described, BRC shall receive sufficient notice to establish and execute in writing an agreed upon price prior to proceeding with such extra work. BRC shall not be obligated to perform extra work without a signed change order. BRC shall be provided a copy of all modifications that impact BRC's work. For delays in the work that are not caused by BRC there shall be an equitable adjustment in the contract price to allow for BRC's increased costs. If changes in the work are required to comply with local, state or federal laws, rules or regulations, the contract price shall be adjusted to allow for BRC's increased cost of providing such changes. Such changes shall include, by way of illustration and not limitation, compliance with EPA or MPCA regulations, city building inspection requirements or other governmental agencies having jurisdiction over the work, or temporary safety movement of high power lines.

12. **QUANTITY OF WORK ADJUSTMENTS** – Where this agreement specifies an estimated quantity of specific work items, the contract price shall be equitably adjusted by BRC up or down for deviations from the estimated quantity. In the event that additional work is needed beyond the quantity estimated by BRC's proposal, it shall generally be the Buyer's decision as to whether or not to proceed with additional quantity of work due to the additional costs involved. Where BRC has provided a unit price and an estimated quantity, the listed unit prices shall govern the calculation of the increased cost of the additional work. In the event that a lesser quantity of work is performed, BRC shall calculate the credit issued to Buyer in its sole discretion which may be at less than unit prices shown due to: unreturnable materials, restocking fees, rescheduling costs, and other related expenses.

13. **CONFIDENTIAL INFORMATION** – BRC's proposal and Construction Agreement contain confidential information which cannot be disclosed to BRC's competitors. BRC shall retain all ownership and propriety rights in its proposals and the information contained therein. Without the prior written consent of BRC, the Buyer shall not use BRC's proposal for any purpose other than performance of this work by BRC and shall not reproduce or disclose any information pertaining to BRC or BRC's affairs such as but not limited to its unit prices, bid pricing details, technical, specification or proprietary information, to any person outside of its employ or at any public gathering. In the event of Buyer's non-acceptance of BRC's proposal or termination of this agreement, Buyer shall return to BRC, upon BRC's request, all BRC information including its proposals.

14. **ASSIGNMENT AND SUCCESSORS** – This agreement shall not be assignable by Buyer to others without BRC's specific written consent. All rights and obligations of Buyer, under this agreement, shall inure to the benefit of, and be binding upon, Buyer and Buyer's representatives, heirs, successors, and administrators.

15. **SUBCONTRACTING** – BRC reserves the right to assign or subcontract any part of this agreement.

16. **INDEMNITY** – Buyer shall indemnify, defend and hold harmless BRC, and its subcontractors against any loss or claim by the building tenants or occupants that the work being performed hereunder, the scaffolding and/or equipment, generate noise, dust or fumes, which interfere with their business operations or reduces their visibility, sales, profits, sleep or otherwise has adverse effects on them.

17. **MISCELLANEOUS** – BRC may have made oral statements or shown photographs with comments about the building or recommended work in BRC's proposal. Such statements do not constitute warranties, shall not be relied on by the Buyer, and are not part of this agreement. The entire agreement is embodied in this writing, which constitutes the final expression of the parties' intent, and it is a complete and exclusive statement of the terms thereof. This agreement supersedes and nullifies all prior oral and written representations. This agreement may be modified only by subsequent writing signed by both parties. Waiver by BRC of any provision hereof shall not constitute a waiver of other provisions, related or unrelated or waiver of Buyer's future compliance of such provision therewith and such provision shall remain in full force and effect.

18. **PRE-LIEN NOTICE** "(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."



BUILDING RESTORATION CORPORATION

IS PROUD MEMBER OF



Associated Builders & Contractors, Inc.
10193 Crosstown Circle
Eden Prairie, MN 55344
952-941-8693
www.abc.org



Greater St. Paul BOMA
332 Minnesota Street,
Ste. W2950
St. Paul, MN 55101
651-291-8888
www.bomasaintpaul.org



Minnesota Builders Exchange
1123 Glenwood Avenue
Minneapolis, MN 55404
612-377-9600
www.mbex.org



Greater Minneapolis BOMA
50 South Sixth Street, Ste. 1301
Minneapolis, MN 55402
612-340-9744
www.bomampls.org



Community Associations Institute
6402 Arlington Blvd., Ste. 500
Falls Church, VA 22042
703-970-9220
www.caionline.org



MCMCA - Minnesota Concrete & Masonry Contractors
1711 West County Road B
Suite 207 South
Roseville, MN 55113
www.mcmca.com



Institute of Real Estate Management
4248 Park Glen Rd.
Minneapolis, MN 55416
952-928-4664
www.irem.org



National Federation of Independent Business
380 Jackson Street #780
St. Paul, MN 55101
800-634-2669
www.nfib.com



National Trust for Historic Preservation
2600 Virginia Avenue NW Ste. 1100
Washington, DC 20037
202-588-6000
www.savingplaces.org



International Concrete Repair Institute
1000 Westgate Drive, Ste. 252
St. Paul, MN 55114
651-366-6095
www.icri.org



Hennepin History Museum
2303 Third Avenue South
Minneapolis, MN 55404
612-870-1329
www.hennepinhistory.org



Preservation Alliance of Minnesota
416 Landmark Center
St. Paul, MN 55102
651-293-9047
www.mnpreservation.org



Ramsey County Historical Society
323 Landmark Center
St. Paul, MN 55102
651-222-0701
www.rchs.com



Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, MN 55102
651-296-6126
www.mnhs.org

Restoration Services, Inc.

Rick Thomas

612.916.0808

rickthomas44@msn.com

restorationservicesinc.com

P.O. Box 882

June 2, 2022

Proposal

This proposal is for: City of Faribault/Fire Station

General: Masonry and sealant repairs.

Scope: Install moisture weeps at strategic locations, spot point mortar joints, replace approximately 90 bricks (additional bricks @ \$30 per unit), remove, and reinstall approximately 160' of sealants.

Replace control joint sealants as needed.

Chemically clean brick and pre-cast concrete. Apply one flood coat of Chemtrete 40VOC per manufacturer's recommendations.

Total Estimate: \$44,800.00

Notes: Proposal includes all insurance, equipment, labor, materials, and cleanup. Permit if required by owner.

Rick Thomas
President



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-145 Approve Local Road Improvement Program Grant Agreement Grant Terms and Conditions SAP 125-116-007 - Contract 2023-03

Background:

In 2021, the City Council approved Resolution 2021-039 which approved the submittal of a grant application for the State of Minnesota Local Road Improvement Program for the improvements to 2nd Ave NW from 4th Street NW to 14th Street NW, the improvements which were included in the City's 2023 MSA Street Overlay and Utility Improvements project, City Contract 2023-03. The City was successful in being awarded \$600,000 from the grant program for the proposed 2nd Avenue NW improvements. Before receiving the reimbursable grant funds, the City must execute a grant agreement with the State. Attached is a copy of MNDOT Agreement No. 1054480 for approval and execution by the City.

Recommendation:

Approve Resolution 2023-145 Approve Local Road Improvement Program Grant Agreement Grant Terms and Conditions SAP 125-116-007 (City Contract 2023-03)

Attachments:

1. Resolution 2023-145 Approve Local Road Improvement Program Grant Agreement Grant Terms and Conditions Sap 125-116-007 - Contract 2023-03
2. MnDOT LRIP Grant Agreement No. 1054480

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-145

APPROVE LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP 125-116-007 - CONTRACT 2023-03

WHEREAS, the City of Faribault has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$600,000.00 by reason of the lowest responsible bid.

NOW, THEREFORE BE IT RESOLVED, be it resolved that the City of Faribault does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

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

Contact: Mark DuChene, City Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 125-116-007 tied to SAP 125-123-011	\$600,000.00	\$710,198.25	December 31, 2027

3. Total Amount of LRIP Grant for all projects under this Agreement: **\$600,000.00**
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: NONE
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: Mayor

Date: _____

By: _____
State Aid Programs Manager

Date: _____

Office of Contract Management

By: _____

Title: City Administrator

Date: _____

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant (Acct 331)	<u>\$600,000.00</u>	Grant Funds:	
		Mill and overlay 2 nd Avenue NW, stormwater, sidewalk, curb and gutter, striping, signage, landscaping and restoration.	<u>\$600,000.00</u>
Other:			
Subtotal	<u>\$600,000.00</u>	Subtotal	<u>\$600,000.00</u>
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds		Mill and overlay 2 nd Avenue NW and 14 th Street NW, stormwater, sidewalk, curb and gutter, striping, signage, landscaping and restoration.	<u>\$710,198.25</u>
Local Match	<u>\$710,198.25</u>		
Other:			
			\$
	\$		\$
Subtotal	<u>\$710,198.25</u>	Subtotal	<u>\$710,198.25</u>
TOTAL FUNDS	<u>\$1,310,198.25</u>	TOTAL PROJECT COSTS	<u>\$1,310,198.25</u>

EXHIBIT B

PROJECT SCHEDULE

Award Date June 13, 2023
Construction Start Date July 13, 2023
Construction Substantial Complete Date: October 1, 2023
Contract Final Completion Date: December 31, 2027

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Rice, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

City of Faribault, a political subdivision of the State
of Minnesota

By: _____
Name: Kevin F. Voracek
Title: Mayor

By: _____
Name: Timothy C. Murray
Title: City Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

2nd Avenue NW from 4th Street NW (TH 60) to 14th Street NW, located in Faribault, MN a City in Rice County Minnesota.

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

A. Applicant Information		
1. Name (First & Last): Mark DuChene	2. Phone Number: 507.333.0360	
3. E-mail: mduchene@ci.faribault.mn.us	4. Agency Type: State Aid City	
5. Agency Name: City of Faribault		
6. Street Address: 208 NW 1st Avenue		
7. City: Faribault	8. State: MN	9. Zip Code: 55021
10. Sponsoring County and County Engineer name (required if applicant is small city or township)		

B. Project Location	
1. MnDOT District: D6	2. County: Rice
3. City: Faribault	4. Township: Cannon City
5. Name of Road: 2nd Avenue NW	6. Type of Road: Municipal State Aid Street
7. Road Authority Type <i>(which agency owns and has jurisdiction of the road)</i> : State Aid City	
8. Project Termini: From TH 60/Fourth Street NW	9. To: 14th Street NW

C. Project Description
1. Type of Project. Rehabilitation
2. Select the LRIP Account requested for funding. Routes of Regional Significance
3. Provide a summary of the proposed project and the transportation deficiencies that will be eliminated, including a description of operational and general safety benefits of the project. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under Section D3. This project will provide for a pavement preservation (mill and overlay) and pedestrian facility improvements including replacing/repairing deficient sidewalks and pedestrian ramps. Second Avenue NW is a minor arterial roadway in Faribault that directly connects State TH 3 to State TH 60 and serves as a parallel route to State TH 21. Second Avenue NW varies in width from 40' to 52.5' (back of curb to back of curb) and has a 2016 ADT of between 6,700 and 9,500. The pavement on Second Avenue NW is showing signs of distress and was last overlaid in 1999. There is also concrete sidewalk within the boulevards on both sides of Second Avenue that ranges in width from 5' to 10+'. Portions of this sidewalk are in need of repair/replacement and most of the pedestrian ramps are in need of replacement to be in compliance with the City's ADA transition plan. Proposed improvements include a mill and overlay to restore the pavement surfaces integrity and extend the pavements useful life, replacement of deficient sidewalk and pedestrian ramps, construction of intersection curb bump outs to reduce pedestrian crossing times at key intersections, and updated signage and striping.

D. LRIP Account Considerations and Eligibility

D1. Trunk Highway Corridor Account Considerations and Eligibility

1. Describe the state trunk highway project and how the local road(s) will be impacted by the trunk highway project. Funds from this account are for local road improvements impacted by trunk highway projects where local agencies have cost responsibility. It is not intended to be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that require local cost sharing per MnDOT's Cost Participation Policy.

D2. Routes of Regional Significance Account Considerations and Eligibility

1. For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

- | | |
|---|--|
| ☐ Farm to Market route | ☐ Part of a 10-ton route network |
| ☐ Part of an economic development plan | ☐ Connect to regional tourist destination |
| ☐ Provides capacity or congestion relief to a parallel trunk highway system or county road | ☐ Is a connection to the regional system, trunk highway, or a county road |

2. Describe the number of persons and potential multiple local agencies that will be positively impacted by the project and how they will benefit.

Second Avenue NW is a minor arterial roadway in Faribault that directly connects State TH 3 to State TH 60 and serves as a parallel route to State TH 21. Traffic traveling between TH 60 and TH 3 save approximately 2 mile of travel time and avoid up to 7 signalized intersections by utilizing Second Avenue versus TH 60 to TH 21 to TH 3 which saves time and money as well as reduces idle time and emissions. Second Avenue NW is a critical transportation route that serves as a major economic driver for events at both its north and south ends at either the North Alexander Park area or Central Park Areas and brings tens of thousands of visitors to the Faribault area every year. At its northern end Second Ave NW serves also serves a portion of the City's industrial business area as well as North Alexander Park, which houses the Rice County Fairgrounds, Rice County Historical Society, City of Faribault Outdoor Aquatic Center, Faribault Ice Arena, ISD 656 football, baseball, softball and track facilities, Faribault Archery, Faribault 4-H, and the historic Faribault Woolen Mills store and plant. On the south end of Second Avenue NW, is the City's Central Park which annually hosts the City's Heritage Days festival (Second Avenue is also the annual parade route for Heritage Days), seasonal farmers market and many other events throughout the year. On its south end Second Avenue also directly connects to TH 60 which serves as the City's main commercial corridor as well as is a gateway to the City's historical downtown district.

D2. Routes of Regional Significance Account Considerations and Eligibility

3. Describe the project contribution to the local, regional or state economy, and economic development or redevelopment efforts.

The 2nd Avenue NW Corridor provides significant connections to business and industry in Faribault. Providing direct access to Faribault Woolen Mills – the State's oldest operating textile mill, in addition to the Former Faribault Foods property – currently marketed for sale by CBRE Commercial Real Estate.

The Faribault Woolen Mill serves as a local icon, a company built upon the banks of the Cannon River as one of the oldest businesses in Faribault – founded in 1865. Since that time, the Faribault Woolen Mills has grown to a \$8 Million company churning out domestic and commercial textiles – making them a household name not only locally, but nationally too. The company employs 75 Full Time workers contributing to the local economy and providing a foundation for the growth of both the regional and state economies through aggressive growth plans. 2nd Avenue NW serves as the primary access to the Faribault Woolen Mills, making this improvement necessary to the support and growth of the company.

The Former Faribault Foods plant, also one of the oldest industrial facilities in Faribault – is currently marketed for sale. Improvements to 2nd Avenue NW would help in the attraction of a tenant to fill the 250,000 square foot facility located in a Qualified Opportunity Zone – making this property unique to the industrial market. The contribution this property has to the local economy will help position new or existing business to expand into the large facility, and serve as an asset for the community for many years to come. The property contributes over \$70,000 annually to local tax revenue, in addition to the fringe benefits of workforce and investment opportunities to support the economy – beyond just Faribault.

In addition to the aforementioned business and industry connections, the 2nd Avenue NW Corridor also serves Fareway Foods grocery and liquor store, Faribault Farmer's Market, Malecha's Auto Body, Kwik Trip, and the Rice County Fairgrounds. All contributing to the local, regional, and state economic success.

The events held at Central Park and North Alexander Park are significant contributors to both the local, regional and state economies through the dollars spent and generated at all of the events and directly support the farm to market concept by provided direct access through the seasonally operated farmers market (twice weekly spring thru fall), Fareway Foods grocery and liquor stores and the annual Rice County fair events. This street also directly serves business and operations that employ persons across all ranges of the workforce from lifeguards and sporting event officials to manufacturing, health care, retail, banking and many more. Also directly adjacent to Second Avenue is the Cathedral of Our Merciful Savior one of the first cathedrals built in the State of Minnesota.

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

1. Is this project on a County State Aid Highway? - please select -

2. Is this project or components of this project identified in a County Road Safety Plan? - please select -

3. Identify the appropriate focus area that your project/safety strategy aligns with in the [Minnesota Strategic Highway Safety Plan](#). - please select -

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

4. Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

5. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

E. Project Readiness and Ability to Maintain

1. Estimated Construction Year: 2023

2. Are there railroad impacts (RR xing or RR tracks within 600' of the project)? Yes, will obtain RR permits/agreements as needed

There is a RR xing within 600-ft of the proposed project but the crossing is outside of the proposed project limits and no impacts to RR ROW are planned.

3. What is the status of the engineering and design work on the project? Design work not started

4. Has this project been selected for federal funding, and if so what year in the STIP? No

5. Is right of way acquisition required? If so, describe the status of these efforts. No ROW

All work will be contained within existing ROW.

6. Describe the local agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion.

The City of Faribault has a full service street department on staff that handles all of the City's routine street maintenance. This project is not viewed to be a burden on existing staffing or operations regarding street maintenance.

F. Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized and/or transit users on this project.

Second Avenue NW currently has sidewalk on both sides of the roadway. The sidewalk width varies by the block from 5-ft wide to 10-ft+. Deficient sidewalk sections as well as pedestrian curb ramps will be improved according to the City's ADA transition plan. The corridor will be evaluated for possible pedestrian improvements such as curb bumpouts at intersections to reduce the roadway travel distance particularly at the intersections by Central Park and the Discovery School.

G. Estimated Project Cost

Source of Funding

1. LRIP Request: \$ 600,000.00
2. Federal Funds:
3. State Aid Funds:
4. Local/Other Funds: \$ 0.00
5. MnDOT Trunk Highway Funds: \$ 0.00
6. Total Project Cost: \$ 600,000.00

H. Attachments

- ☒ At least one project location map with routes and project termini labeled
- ☒ Engineer's Estimate with an itemized breakdown
- ☒ Project schedule
- ☒ Local agency resolution
- ☐ Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified above in section "Project Selection" (required for applications by townships and cities under 5,000 population)
- ☒ Other letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.pdf.

The application and attachments are due by 4:00 p.m. on **March 3, 2021**. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us. Please limit the file size transmitted via email to no more than 10 MB. State Aid will send a reply acknowledging receipt of the application. If you haven't received a reply from State Aid within a few days of submittal, send an email to saltirhelp.dot@state.mn.us to inquire about the status of the application.

More information is available at:

- LRIP website at: <http://www.dot.state.mn.us/stateaid/lrip.html>.
- PowerPoint on LRIP at: <http://www.dot.state.mn.us/stateaid/training/lrip.pptx>

If you have questions regarding this solicitation, contact Marc Brieese at 651-366-3802 or marc.brieese@state.mn.us.

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2023-145

APPROVE LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP 125-116-007 - CONTRACT 2023-03

WHEREAS, the City of Faribault has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$600,000.00 by reason of the lowest responsible bid.

NOW, THEREFORE BE IT RESOLVED, be it resolved that the City of Faribault does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II

GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV **DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of Project completed)

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V

MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briesse, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 Entire Agreement. The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 Title VI/Non-discrimination Assurances. Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-134 Authorize Execution of a Minor Subdivision Agreement with T Nelson Properties at 128 8th Avenue NW

Background:

City Staff, in consultation with the property owner of 128 8th Avenue NW, prepared a Minor Subdivision Agreement to combine two commercial lots at the site. The lot combination is a requirement of a Conditional Use Permit approved by the City Council for a K-12 Charter School at this site. Resolution 2023-134 authorizes execution of the agreement by the Mayor and City Administrator and allows minor revisions, if needed, to finalize the agreement.

Recommendation:

Approve Resolution 2023-134

Attachments:

1. Resolution 2023-134
2. Draft Agreement

CITY OF FARIBAULT

RESOLUTION #2023-134

AUTHORIZE EXECUTION OF A MINOR SUBDIVISION AGREEMENT WITH T NELSON PROPERTIES AT 128 8TH AVENUE NW

WHEREAS, the Faribault City Council, on April 11, 2023 approved Resolution 2023-074 approving a Conditional Use Permit for a K-12 Charter School at 128 8th Avenue NW, that included a requirement to combine the two parcels that comprise the subject site; and

WHEREAS, the City in consultation with the Developer prepared the draft Minor Subdivision Agreement for the proposed lot combination attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the draft Minor Subdivision Agreement included in Exhibit A of this Resolution and hereby authorizes City Staff and the City's Consultants to revise the agreement as may be necessary to finalize the agreement.

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

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**MINOR SUBDIVISION AGREEMENT
T NELSON PROPERTIES AT 128 8TH AVENUE NW**

THIS MINOR SUBDIVISION AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2023, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation, (the “**City**”) and T. Nelson Properties, LLC, a Minnesota limited liability company (the “**Developer**”) (together with the City the “**Parties**” or each a “**Party**”).

Recitals

A. The **Developer** is the fee owner of certain real property located in the City of Faribault, Rice County, Minnesota, (the “**Property**”), legally described in **Exhibit A**.

B. The City Council, on April 11, 2023 approved Resolution 2023-074 approving a Conditional Use Permit for a K-12 Charter School at the **Property**, that included a requirement to combine the two parcels that comprise the subject site, attached hereto as **Exhibit B** and incorporated into this agreement as if fully set forth herein.

C. After a review by the City’s Development Review Committee, the City Administrator on the _____ day of _____, 2023 granted administrative approval of a minor subdivision of the Property (the “**Plat**”) as depicted in the Certificate of Survey Showing the Proposed Minor Subdivision, signed by Timothy S. Peterson, dated June 12, 2023, attached hereto as **Exhibit C** and incorporated into this Agreement as if fully set forth herein.

D. The City Administrator’s approval of said Minor Subdivision is pursuant to the City Code of Ordinances, Appendix B, Chapter 15, Article 2, Section 15-60 (the “Subdivision Regulations”). The applicable sections of the Subdivision Regulations are attached hereto as **Exhibit D** and incorporated into this Agreement as if fully set forth herein.

E. The **Developer** shall record the approved minor subdivision legally described in **Exhibit A** and graphically depicted in **Exhibit B** subject to the conditions and requirements of this Agreement, the City Code of Ordinances, and all applicable laws.

F. The City Council, on August 8, 2023 approved Resolution 2023-134, approving this **Agreement**, and authorizing its execution by the Mayor and City Administrator with said copy attached hereto as **Exhibit E**, incorporated into this agreement as if fully set forth herein.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

ARTICLE ONE GENERAL PROVISIONS

1.01. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

2.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

2.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a Minnesota limited liability company.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement on behalf of the Developer is duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision,

zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

ARTICLE THREE CONSTRUCTION OF IMPROVEMENTS

3.01. No Public Improvements. There are no proposed public improvements. The Property is served by public sanitary sewer and watermain. No changes or improvements regarding public utilities are proposed as part of the Plat. No public roads are proposed as part of the Plat.

3.02. Site Improvements. The Developer intends to construct site improvements on Parcel A and Parcel B, which are to be combined into one lot with the proposed Minor Subdivision.

A. The Developer shall construct approved site improvements in conformance with all applicable codes, ordinances, and regulations and in accordance Resolution 2023-074 approving a Conditional Use Permit for a K-12, Charter School on the site attached as **Exhibit B**.

B. The Developer shall obtain all necessary approvals and permits from the City of Faribault related to any site improvements in the Plat, including but not limited to, right of way permits, grading permits and building permits.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Minor Subdivision Requirements. The Developer shall subdivide the Property subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's minor subdivision opinion, this Agreement, and state statutes. The Developer shall record the Minor Subdivision with Rice County.

4.02. Additional Requirements. The Developer shall satisfy, complete, and abide by all requirements set forth in Resolution 2023-074 attached as **Exhibit B**, including adequately addressing all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's minor subdivision opinion as set forth in **Exhibit F** and incorporated herein by reference as if fully set forth in this Agreement required by the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement.

4.03. City Attorney Review; Title Work. Prior to recording the Minor Subdivision with Rice County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. The City's approval of the Minor Subdivision is subject to the Developer's compliance with this provision. The Developer shall provide an Owner's Policy of Title Insurance naming the City as the insured, showing the party recording the Minor Subdivision and dedicating the easements as the fee simple owner, and insuring against loss or damage of all covered risks in the policy in the event that the party filing the Minor Subdivision and dedicating the easements did not own the property. The City shall have the ability to make a claim on the policy in the event the party filing the Minor Subdivision and dedicating the easements did not own the property.

The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Minor Subdivision and other documents to be recorded against the Property. In the event the Developer provides the City with an Owner's Policy of Title Insurance, the Owner's Policy of Title Insurance shall be consistent with the requirements of the City Attorney and with an effective date on which the Minor Subdivision is recorded. The City will not issue a certificate of occupancy until the Developer has provided the City with the Owner's Policy of Title Insurance to the satisfaction of the City Attorney. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement, the and by the City Attorney are recorded and all conditions for release of the Consent for the proposed Minor Subdivision have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property unless the Parties execute an Agreement to Start Construction Early.

4.04. Minor Subdivision Modifications and Revisions. The Parties acknowledge that various potential modifications and revision issues associated with the Minor Subdivision may need to occur. The Developer agrees to undertake, assist with, and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Minor Subdivision and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Minor Subdivision.

4.05. Property Monumentation. The Developer agrees to install all permanent subdivision monumentation within six (6) months from the date of recording of this Agreement and shall submit to the City written certification by a licensed land surveyor that the required monuments have been installed throughout the Property. All monuments shall be marked with a steel or fiberglass post to allow for easy location following their installation.

4.06. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the Minor Subdivision and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation

of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The City acknowledges that on July 19, 2023 the Developer deposited with the City the amount of \$3,000.00 to be applied to payment of the costs described in this section. The Developer acknowledges that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within ten (10) days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event the City does not recover its costs under the provisions of this section, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer 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, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.07. Attorneys' Fees. If the City employs attorneys for the enforcement of any obligation on the part of the Developer under this Agreement, and the City prevails in the action, the Developer agrees that it will pay to the City the reasonable fees of the attorneys so incurred by the City.

4.08. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

4.09. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

4.10. Agreement to Run with Land. This Agreement may be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

4.11. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach

by the City on any obligation or term of this Agreement.

4.12. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer: T. Nelson Properties, LLC
2800 1st Avenue NW
Faribault, MN 55021
Attn: Todd Nelson

(b) as to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4.13. No Parkland Dedication Required. The subject site was previously developed prior to this minor subdivision / lot combination. For this reason, no parkland dedication is required for the Minor Subdivision to combine Parcel 1 and Parcel 2 as described and shown in **Exhibit B**.

4.14. Easements. The Developer agrees to provide perimeter drainage and utility easements to the public, in a format approved by the City Attorney and City Engineer.

A. The required drainage and utility easements shall be provided along the perimeter of the combined lot as follows: An easement of five (5) feet in width along the south property line and ten (10) feet in width along all other property lines as required by the City's subdivision regulations and as approved by the City Engineer.

B. The Developer expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications shall be provided to and inure to the City upon the Developer's compliance with this Agreement and approval and recording of the Minor Subdivision as set forth in the City's subdivision regulations.

4.15. Stormwater Maintenance Agreement. There is no new development within the area of the **Plat** that will require construction of stormwater management systems. Therefore, no stormwater maintenance agreement will be required.

4.16. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this

Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

4.18. 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.

4.19. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors 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. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, except to the extent caused by the negligence or willful misconduct of the City, its officials, agents, and employees. 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.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.20. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied 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, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed

the expenses actually incurred by the City pursuant to this Agreement.

4.21. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing Federal, State, and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.22. Building Permits. Approval of the Minor Subdivision (lot combination) does not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Property. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

4.23. Miscellaneous Provisions.

A. The Developer represents to the City that the Minor Subdivision complies with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances and zoning ordinances. If the City determines that the Minor Subdivision does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Minor Subdivision does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the Minor Subdivision, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely at the cost of the Developer; further, the Developer shall take all necessary actions such that the Minor Subdivision will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to

enforce this Agreement shall not be a waiver or release.

F. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

G. This Agreement, together with the 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, pertaining to the subject matter of this Agreement.

H. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

4.24. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution, the City Approvals, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

4.25. Minor Subdivision Clean-up. The parties to this Agreement acknowledge that various potential clean-up issues associated with the Minor Subdivision may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Minor Subdivision and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.26. Other Agreements. Any other agreements affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such agreements and this Agreement, the language of this Agreement shall control.

[The remainder of this page to remain intentionally blank].

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public

DEVELOPER

T. Nelson Properties, LLC

By: _____
Todd Nelson
Its: Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Todd Nelson, Chief Manager, T. Nelson Properties, LLC, a Minnesota limited liability company.

Notary Public

This document drafted by:

Planning and Zoning Division (PJW)
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
(507) 333-0374

**EXHIBIT A OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY**

[Add legal of the two parcels]

COMBINED LEGAL DESCRIPTION:

COMBINED LEGAL DESCRIPTION:

That part of Block 12, MCCLELLAND'S SECOND ADDITION, Faribault, Rice County, Minnesota, described as follows: Beginning at the Northeast corner of Lot 1, Block 13, MCCLELLAND'S SECOND ADDITION, Faribault, Rice County, Minnesota; thence South 89°21'15" West 267.80 feet; thence North 16°51'58" East 380.76 feet; thence North 73°55'19" East 162.59 feet; thence South 00°06'22" East 406.64 feet to the point of beginning, and there terminating.

Containing 80,392.5 Square Feet or 1.85 Acres more or less.
Subject to easements and restrictions of record.

EXHIBIT B OF THE DEVELOPER'S PLATTING AGREEMENT
THE RESOLUTION APPROVING A CONDITIONAL USE PERMIT

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-074

**APPROVE A CONDITIONAL USE PERMIT FOR A K-12 CHARTER SCHOOL AT
128 8TH AVENUE NW**

WHEREAS, Jonathan Starr, representing Surad Academy (the "Applicant"), with the consent of the T Nelson Properties LLC. (the "Owner"), requested a conditional use permit for a K-12 charter school at 128 8th Avenue NW, legally described in Exhibit A of this resolution; and

WHEREAS, Surad Academy is a charter school authorized by Novation Education Opportunities and approved by the Minnesota Department of Education for opening in the Fall of 2023; and

WHEREAS, the subject property is zoned C-2, Highway Commercial District, and was previously used as an education facility by Cannon River Education Cooperative; and

WHEREAS, the Planning Commission, on March 20, 2023, following proper notice, opened a public hearing regarding the Applicant's request and continued the discussion to its meeting on April 3, 2023, to further address traffic circulation concerns; and

WHEREAS, following the public hearing, the Planning Commission, with a 4-1 vote, recommended that the City Council approve the Applicant's conditional use permit request based on the following written findings:

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

Expanded Finding: The proposed K-12 charter school at the subject location is properly planned, and will be incorporated into the site in a manner consistent with the existing childcare use in the building and will not be detrimental to the public health, safety, comfort, convenience, or general welfare of residents in the area.

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

Expanded Finding: The proposed K-12 charter school at the subject site will not be injurious to the use and enjoyment of other property in the vicinity, will not interfere with other permitted uses on and adjacent to the site, and will not create traffic impediments in the area.

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

Expanded Finding: The application is not anticipated to require substantial remodeling and changes to the property. The necessary improvements and modifications will be compatible with the surrounding neighborhood.

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

Expanded Finding: The proposed K-12 charter school will not cause traffic issues, hazards or disturbing influences on neighboring properties.

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

Expanded Finding: The proposed K-12 charter school will be compatible with other uses in the building and will not diminish neighboring property values.

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

Expanded Finding: Public streets, sewer, water, and all other applicable municipal services are available and in use by the subject property.

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

Expanded Finding: The proposed K-12 charter school will provide a service in the community and will not be detrimental to the community's economic welfare.

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

Expanded Finding: The proposed conditional use permit includes a traffic circulation plan to minimize traffic congestion on the site and public streets surrounding the site. The City Engineer has reviewed the proposed traffic circulation plan and has determined the Applicant's traffic circulation and vehicle staging plan will minimize impacts on the site and surrounding public streets.

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

Expanded Finding: The proposed K-12 charter school will occupy a leased suite in an existing commercial/educational building that is not historical. The proposed charter school will not adversely affect any feature of importance to the community.

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

Expanded Finding: The City's Land Use Plan guides the subject property for commercial / residential mixed use. The proposed K-12 charter school is consistent with this comprehensive plan designation.

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

Expanded Finding: The application meets the development standards for K-12 schools in commercial districts outlined in the City's Unified Development Ordinance.

WHEREAS, the City Council held a public meeting on April 11, 2023, to consider the Applicant's conditional use permit request; and

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

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

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit request to

establish a K-12 charter school at 128 8th Avenue NW, subject to the conditions presented in Sections 2 and 3 of this resolution.

Section 2: Conditions Attached to the Approval of the Conditional Use Permit. The conditional use permit includes the following conditions:

1. The Applicant must install the approved fence and appropriate traffic circulation signage and surface painting in substantial conformance with the phase 1 plan in Exhibit B of this resolution.
2. The City's Development Review Committee (DRC) is authorized to approve minor amendments to the site for this use (as determined by the DRC).
3. The proposed school must meet all required development conditions listed in Section 7-30 of the City's Unified Development Ordinance.
4. If a loss of existing parking spaces associated with the proposed use creates a parking problem as identified by the City's Development Review Committee (DRC), the Owner must prepare and implement a plan to mitigate parking concerns, subject to the DRC's approval.
5. The Development Review Committee may require that the exit driveway from the site onto 9th Avenue NW be widened up to a maximum width of twenty-four (24) feet if it determines that traffic congestion at the site warrants it.
6. Before beginning any remodeling in the building, the Applicant, with the Owner's approval, must obtain all required building permits and other applicable permits and licenses.
7. The Owners shall submit a complete application for the associated lot combination or plat for the site, including the title work and certificate of survey, and record the City approved lot combination or plat with Rice County within one (1) year from the date of this resolution.

8. This conditional use permit will automatically be voided if substantial development associated with the proposed school has not been completed within one (1) year of the approval of the conditional use permit unless the City Council has granted a petition for a time extension. The Applicant or Owner must submit a written request for extension at least thirty (30) days before the expiration of the conditional use permit and must state facts showing a good faith effort to complete work permitted under the original approval.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in the revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Applicant and Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.

6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 4. Findings and Incorporation of Recitals and Exhibits.

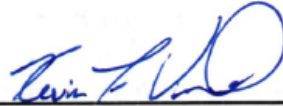
Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution shall be effective upon passage.

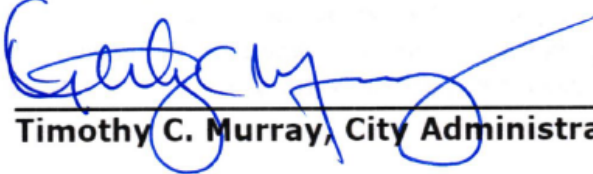
Date Adopted: April 11, 2023

Faribault City Council



Kevin F. Voracek, Mayor

ATTEST:



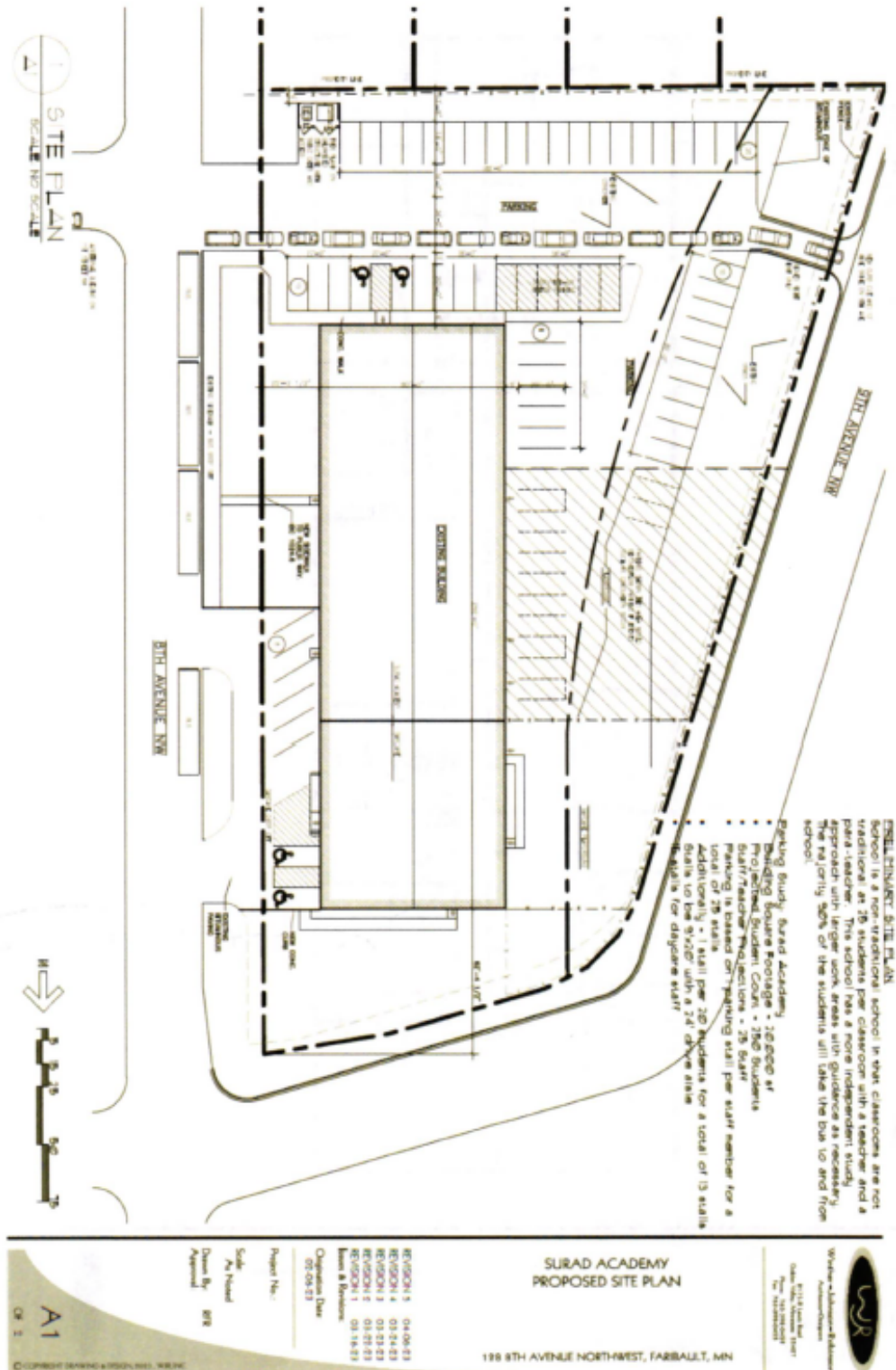
Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Those parts of Lots 1, 2, 3, 8, 9, 10, the vacated alley in Block 12, and that part of vacated First Street Northwest which lies adjacent to and directly South of said Block 12, which lie South and East of a line parallel with and 10.00 feet southeasterly from and at right angles to the center line of the easterly most spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; all being in the plat of McClelland's Second Addition, Faribault, Rice County, Minnesota; subject to County State Aid Highway 18 over the northerly side of said Lots 1 and 2 in Block 12; said parcel being more exactly described as follows:

18.31.2.51.087
Beginning at the Southwest corner of Northwest Quarter of Section 31, Township 110 North, Range 20 West of the Fifth Principal Meridian, Faribault, Rice County, Minnesota; thence easterly, along the South line of said Northwest Quarter of Section 31 (for purposes of this description bearing of said South line of Northwest Quarter is assumed North 89° 28' 15" East), a distance of 349.56 feet to a point in the prolongation southerly of the West line of Eighth Avenue Northwest; thence North 0° 00' 00", along the West line and the prolongation southerly of said West line of Eighth Avenue Northwest, 278.00 feet to the Southeast corner of Block 12 in said McClelland's Second Addition and the true point of beginning of the parcel to be herein described; thence North 0° 00' 00", along the East line of said Block 12 and said West line of Eighth Avenue Northwest, 326.34 feet to a point in the South line of County State Aid Highway 18; thence South 73° 57' 53" West, along the South line of said Highway, 133.77 feet to a point in a line, distant 10.00 feet southeasterly from and parallel with the center line of the most easterly spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence along said parallel line South 3° 37' 08" West, 114.70 feet to the beginning of a circular curve; thence along said curve, concave northwesterly, an arc distance of 272.56 feet (curve data; delta angle = 28° 14' 39", radius = 552.91' feet), to a point in the South line of vacated First Street Northwest; thence North 89° 28' 36" East, along said South line of vacated First Street Northwest, 217.98 feet to the West line of Eighth Avenue Northwest; thence North 0° 00' 00", a distance of 80.00 feet to the true point of beginning;

Exhibit B Site Plan / Traffic Circulation Plan



Concept Interior Plan

1 BUILDING PLAN
A2 SCALE: NO SCALE



128 8TH AVENUE NORTHWEST, FARIBAULT, MN

SURAD ACADEMY EXISTING BUILDING PLAN

Owner & Designer
Carpenter Group
(763) 681-8111

Project File
Surad Academy

Site
Faribault, MN
Design By
Architect
RJE

128 8TH AVENUE NORTHWEST, FARIBAULT, MN

128 8TH AVENUE NORTHWEST, FARIBAULT, MN

128 8TH AVENUE NORTHWEST, FARIBAULT, MN

128 8TH AVENUE NORTHWEST, FARIBAULT, MN

CERTIFICATE OF SURVEY FOR LOT COMBINATION

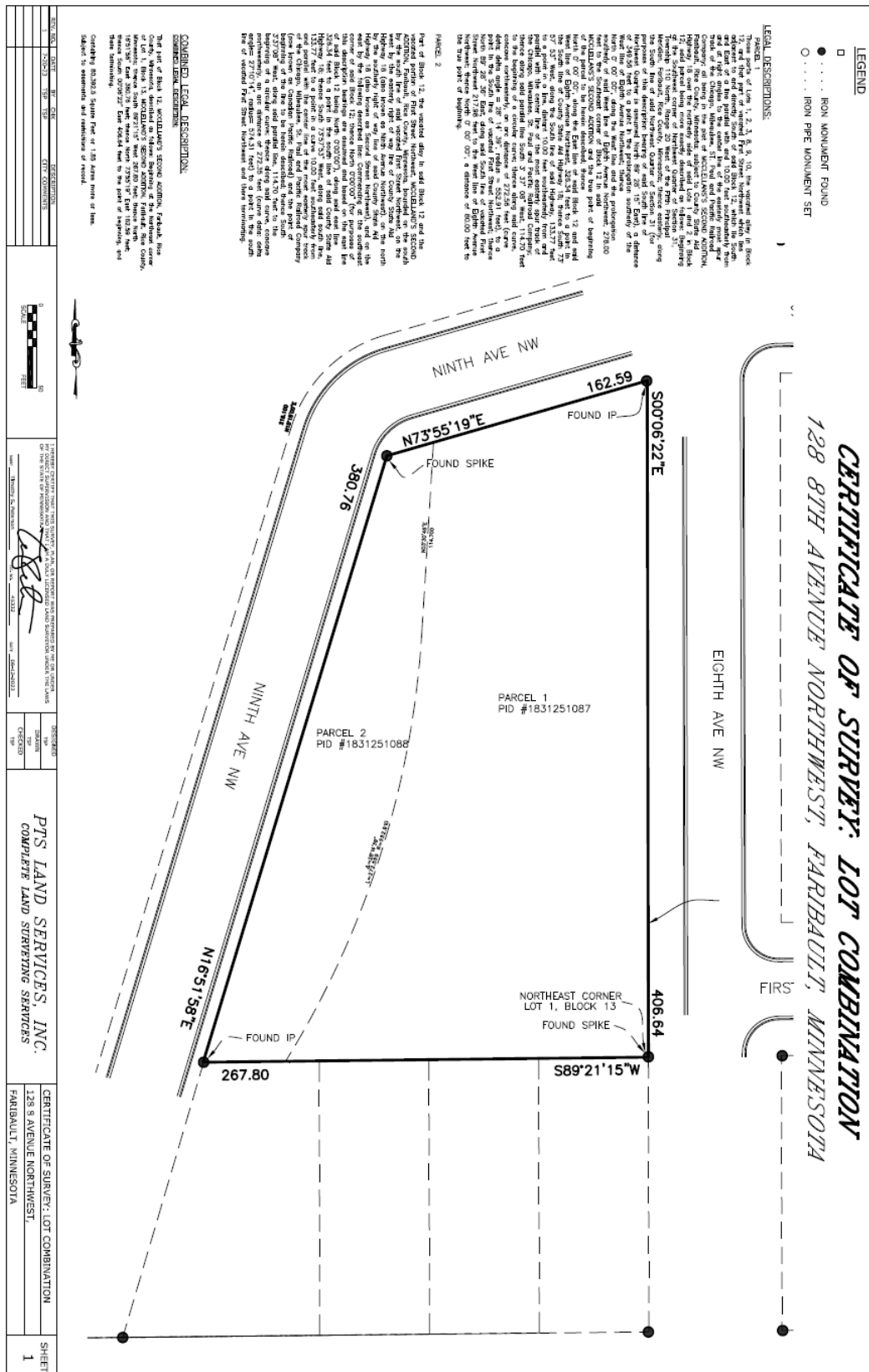


EXHIBIT D OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

APPLICABLE SUBDIVISION REGULATIONS

(Insert the City Code of Ordinances, Appendix B, Chapter 15, Article 2, Section 15-60)

APPENDIX B

CHAPTER 15. - SUBDIVISION REGULATIONS

ARTICLE 2. - MINOR SUBDIVISIONS

* * * *

Sec. 15-60. - Review of minor subdivision.

The City Planner shall review all applications for minor subdivision to determine compliance with the standards identified in this section and all other pertinent requirements of this ordinance. Upon written approval of the request by the City Administrator, the applicant shall be responsible for filing the subdivision survey with the Rice County Recorder's office. Should the request be denied, the City Planner shall notify the applicant, in writing, of the reasons for such denial. Any appeal of staff's decision shall be made to the Planning Commission as specified in Sections [2-110](#) through [2-130](#).

(Ord. No. 99-20, § 1, 11-23-99)

EXHIBIT E OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

RESOLUTION 2023-134 AUTHORIZING THIS AGREEMENT

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2023- 134

**AUTHORIZE EXECUTION OF A MINOR SUBDIVISION AGREEMENT WITH T NELSON
PROPERTIES AT 128 8TH AVENUE NW**

WHEREAS, The Faribault City Council, on April 11, 2023 approved Resolution 2023-074 approving a Conditional Use Permit for a K-12 Charter School at 128 8th Avenue NW, that included a requirement to combine the two parcels that comprise the subject site; and

WHEREAS, the City in consultation with the Developer prepared the draft Minor Subdivision Agreement for the proposed lot combination attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the draft Minor Subdivision Agreement included in Exhibit A of this Resolution and hereby authorizes City Staff and the City's Consultants to revise the agreement as may be necessary to finalize the agreement.

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

Date Adopted: August 8, 2023.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT F OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

CITY ATTORNEY'S MINOR SUBDIVISION OPINION LETTER



Offices in
Minneapolis
St. Cloud
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis MN 55402-1299
(612) 337-9300 telephone
(612) 337-9310 fax
<http://www.kennedy-graven.com>
Affirmative Action, Equal Opportunity
Employer

SCOTT J. RIGGS
Attorney at Law
Direct Dial: (612) 337-9260
Email: sriggs@kennedy-graven.com

July 13, 2023

VIA E-MAIL ONLY

David Wanberg, AICP
City Planner
City of Faribault
208 N.W. First Avenue
Faribault, MN 55021

Peter J. Waldock, AICP
Planning Coordinator
City of Faribault
208 N.W. First Avenue
Faribault, MN 55021

Mark DuChene, PE
City Engineer
City of Faribault
1200 Belview Trail
Faribault, MN 55021

RE: Lot Combination Opinion for 128 8TH AVENUE NORTHWEST

Gentlemen:

I have reviewed the title report from Rochester Title and Escrow Company, with an effective date of May 16, 2023 (the "**Report**"). I have also reviewed a certificate of survey dated June 12, 2023, prepared by Timothy S. Peterson with PTS Land Services, Inc., related to the Lot Combination of 128 8th Avenue Northwest (the "**Survey**").

1. Application for CUP. According to Resolution No. 2023-074 – Approve a Conditional Use Permit for a K-12 Charter School at 128 8th Avenue NW– the applicant, Surad Academy, proposes a conditional use permit for a charter school. A condition of the CUP approval is that a complete application for the lot combination or plat for the site, including title work and certificate of survey must be submitted within one year of the date of the resolution in order to combine the two parcels that comprise the subject site. The resolution was approved and executed as of April 11, 2023.

The fee owner requests to combine the two parcels that comprise the Property.

2. Vesting of Title. The Report identifies T. Nelson Properties, LLC, as the fee owner of the property by Special Warranty Deed, filed of record May 17, 2011, as Document No. 635645, and by Quit Claim Deed, filed of record May 12, 2014, as Document No. A668609, with the subject property legally described as follows:

Those parts of Lots 1, 2, 3, 8, 9, 10, the vacated alley in Block 12, and that part of vacated First Street Northwest which lies adjacent to and directly South of said Block 12, which lie South and East of a line parallel with and 10.00 feet

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Mr. Mark DuChene
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southeasterly from and at right angles to the center line of the easterly most spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; all being in the plat of McClelland's Second Addition, Faribault, Rice County, Minnesota; subject to County State Aid Highway 18 over the northerly side of said Lots 1 and 2 in Block 12; said parcel being more exactly described as follows:

Beginning at the Southwest corner of Northwest Quarter of Section 31, Township 110 North, Range 20 West of the Fifth Principal Meridian, Faribault, Rice County, Minnesota; thence easterly, along the South line of said Northwest Quarter of Section 31 (for purposes of this description bearing of said South line of Northwest Quarter is assumed North 89° 28' 15" East), a distance of 349.56 feet to a point in the prolongation southerly of the West line of Eighth Avenue Northwest; thence North 0° 00' 00", along the West line and the prolongation southerly of said West line of Eighth Avenue Northwest, 278.00 feet to the Southeast corner of Block 12 In said McClelland's Second Addition and the true point of beginning of the parcel to be herein described; thence North 0° 00' 00", along the East line of said Block 12 and said West line of Eighth Avenue Northwest, 326.34 feet to a point In the South line of County State Aid Highway 18; thence South 73° 57' 53" West, along the South line of said Highway, 133.77 feet to a point in a line, distant 10.00 feet southeasterly from and parallel with the center line of the most easterly spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence along said parallel line South 3° 37' 08" West, 114.70 feet to the beginning of a circular curve; thence along said curve, concave northwesterly, an arc distance of 272.56 feet {curve data; delta angle= 28° 14' 39", radius= 552.91' feet), to a point in the South line of vacated First Street Northwest; thence North 89° 28' 36" East, along said South line of vacated First Street Northwest 217.98 feet to the West line of Eighth Avenue Northwest; thence North 0° 00' 00", a distance of 80.00 feet to the true point of beginning.

Part of Block 12, the vacated alley in said Block 12 and the vacated portion of First Street Northwest, MCCLELLAND'S SECOND ADDITION, FARIBAULT, RICE COUNTY, MINNESOTA, bounded on the south by the south line of said vacated First Street Northwest, on the west by the easterly right of way line of County State Aid Highway 18 {also known as Ninth Avenue Northwest), on the north by the southerly right of way line of said County State Aid Highway 18 (also known as Second Street Northwest), and on the east by the following described line: Commencing at the southeast corner of said Block 12; thence North 0°00'00" (for purposes of this description bearings are assumed and based on the east line of said Block 12 being North 0°00'00"), along said east line 326.34 feet to a point in the south line of said County State Aid Highway 18; thence South 73°57'53" West, along said south line, 133. 77 feet to a point in a curve 10.00 feet southeasterly from and parallel with the center line of the most easterly spur track of the Chicago,

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Milwaukee, St. Paul and Pacific Railroad Company (now known as Canadian Pacific Railroad) and the point of beginning of the line to be herein described; thence South 3°37'08" West, along said parallel line, 114.70 feet to the beginning of a circular curve; thence along said curve, concave northwesterly, an arc distance of 272.35 feet (curve data: delta angle= 27°10'14", radius= 574.31 feet) to a point in the south line of vacated First Street Northwest and there terminating.

(the "Property").

The existing legal descriptions shown on the Survey for Parcel 1 do not match that of the Report. The legal description on the Survey throughout must be revised to match the Report and, where the Report deviates from the Quit Claim or Warranty Deed per Paragraph 5, below, the Quit Claim or Warranty Deed. The drafted combined legal description must also be revised in each instance from "MCCLELLANDS" to "MCCLELLAND'S".

3. Real Estate Taxes.

- a. PIN: 18.31.2.51.087 (Commercial)
First half taxes due and payable in May 2023, in the amount of \$13,730.00, are paid.
Second half taxes due on October 15, 2023, in the amount of \$13,730 are unpaid.
There are no levied or pending assessments.
- b. PIN.: 18.31.2.51.088 (Commercial)
First half taxes due and payable in May 2023, in the amount of \$318.00 are paid.
Second half taxes due on October 15, 2023, in the amount of \$318.00 are unpaid.
There are no levied or pending assessments.

4. Encumbrances on Report:

- a. Mortgage dated October 1, 2020, and recorded October 2, 2020, as Document No. A731038, made by T. Nelson Properties, LLC a Minnesota Limited Liability Company and Todd R. Nelson, spouse of Mary Y. Nelson and Mary Y. Nelson, spouse of Todd R. Nelson, as husband and wife, to Reliance Bank to secure \$2,000,000.00 due October 1, 2025. *I require review of the consent by mortgagee Reliance Bank to the lot combination.*
- b. Assignment of Leases and Rents dated October 1, 2020, recorded October 2, 2020, as Document No. A731039. *I require review of the Assignment of Leases and Rents. If the mortgage subject of 4.a. was assigned by this Assignment of Leases*

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*and Rents, I require the consent only by the mortgagee of the Assignment to of
Leases and Rents to the lot combination.*

5. Comments on Report.

- a. The legal description of the Property on the Report should be revised as necessary to match the Quit Claim and Warranty Deed to the Property, including, as follows:
 - i. "MCCLELLAND'S" should be revised to "MCCLELLAND'S".
 - ii. The use of "{" should be revised in all instances to "(".
 - iii. "133. 77 feet" should be revised to "133.77 feet".

The Survey must be revised correspondingly, as required.

Please let us know if you have any questions or concerns. Thank you.

Very truly yours,

KENNEDY & GRAVEN, CHARTERED



Scott J. Riggs
Faribault City Attorney

SJR:jms



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-149 Authorize Execution of a Minor Subdivision Agreement with Division Street Storage LLC at 1101 Division Street W

Background:

City Staff, in consultation with the property owner, prepared a Minor Subdivision Agreement to combine two commercial lots to resolve a building encroachment at 1101 Division St W. The proposed resolution authorizes execution of the agreement by the Mayor and City Administrator and allows minor revisions, if needed, to finalize the agreement.

Recommendation:

Approve Resolution 2023-149

Attachments:

1. Resolution 2023-149
2. Draft Agreement

CITY OF FARIBAULT

RESOLUTION #2023-149

AUTHORIZE EXECUTION OF A MINOR SUBDIVISION AGREEMENT WITH DIVISION STREET STORAGE LLC AT 1101 DIVISION ST W

WHEREAS, Jeff Jandro, Chief Manager of Division Street Properties LLC, has applied for a lot combination of PID # 1836403002 with PID # 1836403010 to resolve a building encroachment across the common property line between these parcels located at 1101 Division St W; and

WHEREAS, the City in consultation with the Developer prepared the draft Minor Subdivision Agreement for the proposed lot combination attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the draft Minor Subdivision Agreement included in Exhibit A of this Resolution and hereby authorizes City Staff and the City's Consultants to revise the agreement as may be necessary to finalize the agreement.

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

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**MINOR SUBDIVISION AGREEMENT
DIVISION STREET STORAGE LLC AT 1101 DIVISION STREET W**

THIS MINOR SUBDIVISION AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2023, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation, (the “**City**”) and DIVISION STREET STORAGE LLC, a Minnesota limited liability company (the “**Developer**”) (together with the City the “**Parties**” or each a “**Party**”).

Recitals

A. The Developer is the fee owner of certain real property located in the City of Faribault, Rice County, Minnesota, (the “**Property**”), legally described in **Exhibit A**.

B. After a review by the City’s Development Review Committee, the City Administrator on the _____ day of _____, 2023 granted administrative approval of a minor subdivision of the Property (the “**Plat**”) as depicted in the Certificate of Survey Showing the Proposed Minor Subdivision, signed by Timothy S. Peterson, dated July 30, 2023, attached hereto as **Exhibit B** and incorporated into this Agreement as if fully set forth herein.

C. The City Administrator’s approval of said Minor Subdivision is pursuant to the City Code of Ordinances, Appendix B, Chapter 15, Article 2, Section 15-60 (the “Subdivision Regulations”). The applicable sections of the Subdivision Regulations are attached hereto as **Exhibit C** and incorporated into this Agreement as if fully set forth herein.

D. The Developer shall record the approved minor subdivision legally described in **Exhibit A** and graphically depicted in **Exhibit B** subject to the conditions and requirements of this Agreement, the City Code of Ordinances, and all applicable laws.

E. The City Council, on August 8, 2023 approved Resolution 2023-149 approving this **Agreement**, and authorizing its execution by the Mayor and City Administrator with said copy attached hereto as **Exhibit D**, incorporated into this agreement as if fully set forth herein.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

ARTICLE ONE GENERAL PROVISIONS

1.01. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

2.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

2.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a Minnesota limited liability company.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement on behalf of the Developer is duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property.

The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

ARTICLE THREE CONSTRUCTION OF IMPROVEMENTS

3.01. No Public Improvements. There are no proposed public improvements. The Property is served by public sanitary sewer and watermain. No changes or improvements regarding public utilities are proposed as part of the **Plat**. No public roads are proposed as part of the **Plat**.

3.02. Site Improvements. The Developer intends to reconstruct one of three structures currently in place on the **Property**.

A. The Developer shall obtain all necessary approvals and permits from the City of Faribault related to any site improvements in the **Plat**, including but not limited to, right of way permits, grading permits and building permits.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Minor Subdivision Requirements. The Developer shall subdivide the Property subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's minor subdivision opinion, this Agreement, and state statutes. The Developer shall record the Minor Subdivision with Rice County.

4.02. Additional Requirements. The Developer shall adequately address all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's opinion as set forth in **Exhibit E** and incorporated herein by reference as if fully set forth in this Agreement required by the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement.

4.03. City Attorney Review; Title Work. Prior to recording the Minor Subdivision with Rice County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. The City's approval of the Minor Subdivision is subject to the Developer's compliance with this provision. The Developer shall provide an Owner's Policy of Title Insurance naming the City as the insured, showing the party recording the Minor Subdivision and dedicating the easements as the fee simple owner, and insuring against loss or damage of all covered risks in the policy in the event that the party filing the Minor Subdivision and dedicating the easements did not own the property. The City shall have the ability to make a claim on the policy in the event the party filing the Minor Subdivision and dedicating the easements did not own the

property.

The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Minor Subdivision and other documents to be recorded against the Property. In the event the Developer provides the City with an Owner's Policy of Title Insurance, the Owner's Policy of Title Insurance shall be consistent with the requirements of the City Attorney and with an effective date on which the Minor Subdivision is recorded. The City will not issue a certificate of occupancy until the Developer has provided the City with the Owner's Policy of Title Insurance to the satisfaction of the City Attorney. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement, the and by the City Attorney are recorded and all conditions for release of the Consent for the proposed Minor Subdivision have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property unless the Parties execute an Agreement to Start Construction Early.

4.04. Minor Subdivision Modifications and Revisions. The Parties acknowledge that various potential modifications and revision issues associated with the Minor Subdivision may need to occur. The Developer agrees to undertake, assist with, and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Minor Subdivision and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Minor Subdivision.

4.05. Property Monumentation. The Developer agrees to install all permanent subdivision monumentation within six (6) months from the date of recording of this Agreement and shall submit to the City written certification by a licensed land surveyor that the required monuments have been installed throughout the Property. All monuments shall be marked with a steel or fiberglass post to allow for easy location following their installation.

4.06. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the Minor Subdivision and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The City acknowledges that on August 2, 2023, the Developer deposited with the City the amount of \$3,000 to be applied to payment of the costs described in this section. The Developer acknowledges that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within ten (10) days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event the City does not recover its costs under the provisions of this section, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer 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, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.07. Attorneys' Fees. If the City employs attorneys for the enforcement of any obligation on the part of the Developer under this Agreement, and the City prevails in the action, the Developer agrees that it will pay to the City the reasonable fees of the attorneys so incurred by the City.

4.08. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

4.09. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

4.10. Agreement to Run with Land. This Agreement may be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

4.11. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

4.12. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

- (a) as to the Developer: Division Street Storage LLC.
1510 Hulett Avenue
Faribault, MN 55021
Attn: Jeffrey T Jandro
- (b) as to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator
- with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4.13. No Parkland Dedication Required. The subject site was previously developed prior to this minor subdivision / lot combination. For this reason, no parkland dedication is required for the Minor Subdivision to combine Parcel ID # 1836403002 and Parcel ID # 1836403010 as described and shown in **Exhibit B**.

4.14. Easements. The Developer agrees to provide perimeter drainage and utility easements to the public, in a format approved by the City Attorney and City Engineer.

A. The required drainage and utility easements shall be provided along the perimeter of the combined lot as follows: An easement of ten (10) feet in width along all property lines as required by the City's subdivision regulations and as approved by the City Engineer.

B. The Developer expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications shall be provided to and inure to the City upon the Developer's compliance with this Agreement and approval and recording of the Minor Subdivision as set forth in the City's subdivision regulations.

4.15. Stormwater Maintenance Agreement. No development is planned within the **Plat** that will require construction of stormwater management systems on the **Property**. Therefore, no stormwater maintenance agreement is required.

4.16. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

4.18. 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.

4.19. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors 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. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, except to the extent caused by the negligence or willful misconduct of the City, its officials, agents, and employees. 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.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.20. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied 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, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

4.21. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing Federal, State, and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.22. Building Permits. Approval of the Minor Subdivision (lot combination) does not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Property. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

4.23. Miscellaneous Provisions.

A. The Developer represents to the City that the Minor Subdivision complies with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances and zoning ordinances. If the City determines that the Minor Subdivision does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Minor Subdivision does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the Minor Subdivision, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely at the cost of the Developer; further, the Developer shall take all necessary actions such that the Minor Subdivision will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time

as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

G. This Agreement, together with the 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, pertaining to the subject matter of this Agreement.

H. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

4.24. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution, the City Approvals, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

4.25. Minor Subdivision Clean-up. The parties to this Agreement acknowledge that various potential clean-up issues associated with the Minor Subdivision may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Minor Subdivision and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the **Plat**.

4.26. Other Agreements. Any other agreements affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such agreements and this Agreement, the language of this Agreement shall control.

[The remainder of this page to remain intentionally blank].

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public

DEVELOPER

Division Street Storage, LLC

By: _____
Jeffrey T Jandro
Its: Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jeffrey T. Jandro, Chief Manager, Division Street Storage, LLC, a Minnesota limited liability company.

Notary Public

This document drafted by:

Planning and Zoning Division (PJW)
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
(507) 333-0374

**EXHIBIT A OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY**

[legal of the two parcels to be combined]

Parcel ID #1836403002

Lots 3 and 4, and the North 208 feet of Lot 2 and the All in AUDITOR'S PLAT NO. 2, SEC. 36, TWP. 110 N., R. 21 W. OF 5TH P.M., FARIBAULT, RICE COUNTY, MINNESOTA.

AND

Parcel ID #1836403010

Lots 5, 6, and Lot 2, except the North 208 feet thereof, All in AUDITOR'S PLAT NO. 2, SEC. 36, TWP. 110 N., R. 21 W. OF 5TH P.M., FARIBAULT, RICE COUNTY, MINNESOTA

Containing 52,117.07 Square Feet, or 1 .2 Acres more or less.

PROPOSED LEGAL DESCRIPTION:

Beginning at the Northeast corner of Lot 2, AUDITOR'S PLAT NO. 2, SEC. 36, TWP. 110 N., R. 21 W. OF 5TH P.M., FARIBAULT, RICE COUNTY, MINNESOTA; thence South 89°51'07" West, 167.00 feet; thence South 00°08'53" East, 425.06 feet; thence North 36°19'07" East, 280.97 feet; thence North 00°08'53" West, 199.10 feet to the Point of Beginning, and there terminating.

EXHIBIT B OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

CERTIFICATE OF SURVEY OF THE PROPERTY TO BE COMBINED

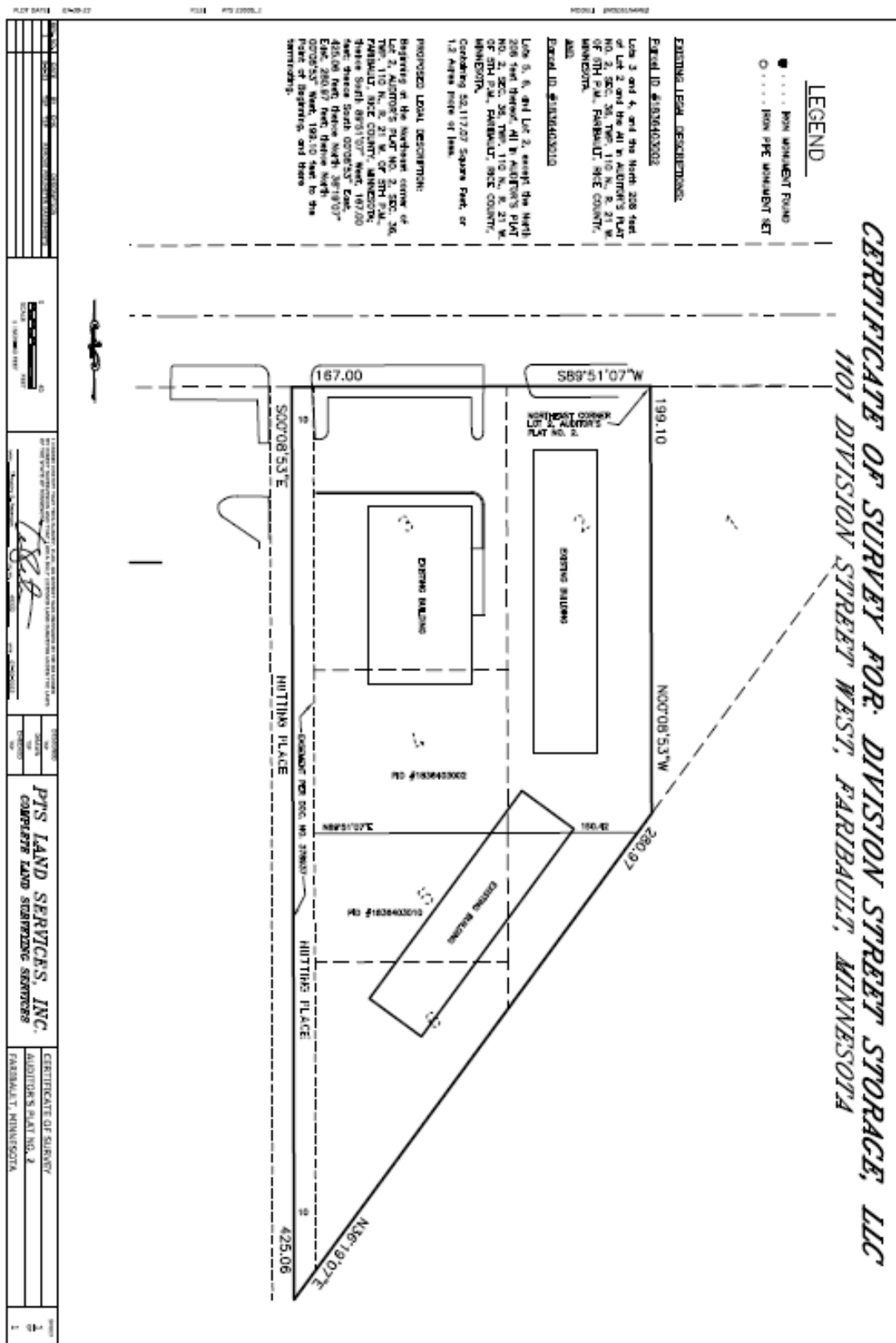


EXHIBIT C OF THE DEVELOPER’S MINOR SUBDIVISION AGREEMENT
APPLICABLE SUBDIVISION REGULATIONS

(Insert the City Code of Ordinances, Appendix B, Chapter 15, Article 2, Section 15-60)

APPENDIX B

CHAPTER 15. - SUBDIVISION REGULATIONS

ARTICLE 2. - MINOR SUBDIVISIONS

* * * *

Sec. 15-60. - Review of minor subdivision.

The City Planner shall review all applications for minor subdivision to determine compliance with the standards identified in this section and all other pertinent requirements of this ordinance. Upon written approval of the request by the City Administrator, the applicant shall be responsible for filing the subdivision survey with the Rice County Recorder's office. Should the request be denied, the City Planner shall notify the applicant, in writing, of the reasons for such denial. Any appeal of staff's decision shall be made to the Planning Commission as specified in Sections [2-110](#) through [2-130](#).

(Ord. No. 99-20, § 1, 11-23-99)

EXHIBIT D OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

RESOLUTION 2023-149 AUTHORIZING THIS AGREEMENT

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2023-149

AUTHORIZE EXECUTION OF A MINOR SUBDIVISION AGREEMENT WITH DIVISION STREET STORAGE LLC AT 1101 DIVISION ST W

WHEREAS, the Jeff Jandro, Chief Manager of Division Street Properties LLC, has applied for a lot combination of PID # 1836403002 with PID # 1836403010 in order to resolve a building encroachment across the common property line between these parcels located at 1101 Division St W; and

WHEREAS, the City in consultation with the Developer prepared the draft Minor Subdivision Agreement for the proposed lot combination attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the draft Minor Subdivision Agreement included in Exhibit A of this Resolution and hereby authorizes City Staff and the City's Consultants to revise the agreement as may be necessary to finalize the agreement.

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

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT E OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

CITY ATTORNEY'S MINOR SUBDIVISION OPINION LETTER

(INSERT CITY ATTORNEY'S OPINION LETTER)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 8, 2023
SUBJECT: Approve Substitution of Equipment Purchase

Background:

On June 14, 2022, the City Council approved a purchase of a Toro Workman HDX. This piece of equipment has been backordered and Toro still can not give a delivery date. The Parks Department has found a replacement piece of equipment to purchase rather than the ball cart. It would still be used to drag ball fields, but it would be a stand-up model. It is approximately the same price as the Workman. The original price for the Workman was \$30,618.97 and the replacement Toro Field Pro 6040 would be \$30,618.90. This item is on the Minnesota State Pricing Contract.

Recommendation:

Approve substitution of Toro Workman with Toro Field Pro at a cost of \$30,618.90.

Attachments:

1. Original Workman Quote
2. Field Pro Quote
3. Product Brochure

ordered



MTI Distributing
Equipment Quote
May 31, 2022



City of Faribault
Keith Walker
507-330-4185

Quote Expiration Date: 6/30/2022

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	7385	Workman HDX - D 2WD	\$28,626.78	\$28,626.78
1	110-2626	Remote Hydraulic Manifold Kit	\$1,134.29	\$1,134.29
1	RATCGL650HD-C	Rahn HD & Springline Scarifier	\$3,357.90	\$3,357.90
1	xx-08	Less trade in Toro Vehicle 07213-220000241	-\$2,500.00	(\$2,500.00)
MN State Contract 206789			Subtotal	\$30,618.97
			7.375% Sales Tax	exempt
			Total	\$30,618.97

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability
Net 30 Terms with qualified credit
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Andy Keyes
Commercial Sales Rep
612-456-0709

Mandi Prinsen
Inside Sales Representative
763-592-5641

MTI Distributing, Inc. • 4830 Azelia Ave • Brooklyn Center, MN 55429

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name KEVIN F. VOJACEK, Mayor

TIMOTHY C. MURRAY, City Admin. Assistant

Signature

Date 6/14/2022



Proposed
MTI Distributing
Equipment Quote
July 31, 2023



City of Faribault
Keith Walker

Quote Expiration Date: 8/30/2023

MN State Contract #224320

Qty	Model Number	Description	State Contract Price Each	State Contract Price Extended
1	08839	Toro Field Pro 6040	\$22,703.92	\$22,703.92
1	08854	Field Pro MultiTool	\$8,799.03	\$8,799.03
1	08756	QAS Drag Mat Carrier System	\$1,615.95	\$1,615.95
Trade In				
1	07213	Toro Workman 3300-D 07213-220000241		(\$2,500.00)
MN State Contract Pricing			Subtotal	\$30,618.90
			Exempt Sales Tax	\$0.00
			Total	\$30,618.90

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Andy Keyes
Commercial Sales Rep
612-456-0709

Scott Esterby
Inside Sales Rep
763-592-5641

MTI Distributing, Inc. • 4830 Azelia Ave• Brooklyn Center, MN 55429

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

The Toro logo is displayed in white, bold, sans-serif capital letters within a red rounded rectangular background.

Field Pro® 6040

INFIELD GROOMER

F E A T U R E S

Consistent Results – The rugged chassis, commercial-grade components, and wide range of attachments produce major league playing surfaces for your home field.

More Efficient – Four tools can be carried at once, dramatically reducing time spent preparing infields while allowing the operator to scarify, grade and drag smooth in a single pass.

Increased Versatility – Dozens of Toro Sand Pro®, Bullseye™ and third-party attachments easily make the Field Pro 6040 the go-to, start-to-finish ball field maintenance machine.

Attachment options include: laser level system, drag mats, grooming brooms, tooth rakes and much more.

A Grade Above. From the Leader in Infield Maintenance.

Create ballfields that fans and players love with the Toro Field Pro 6040. This workhorse features efficient operation with the innovative MultiTool™, ergonomic operator comfort, and incredible versatility in attachment options. The dedicated platform produces a consistent, superior infield playing surface regardless of starting conditions. Precision engineering means precise results. With the Field Pro 6040, it's game on.

NEW



Call your Toro distributor at 800-803-8676

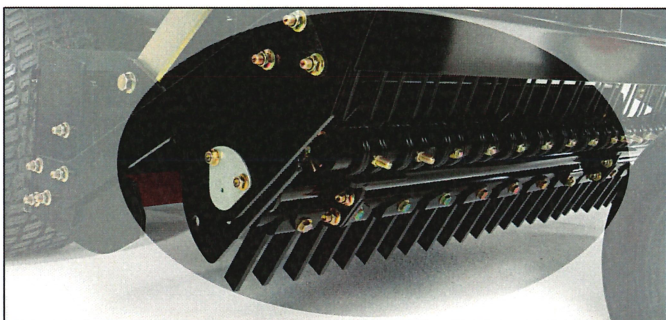


Field Pro® 6040 Specifications*



MultiTool™

The Field Pro MultiTool is an innovative design that includes an integrated grader and an adjustable tool carrier to quickly and accurately grade, groom and perfect your infields. When fitted with the optional laser grading system the Field Pro 6040 will easily grade your infield for optimal game playing conditions.



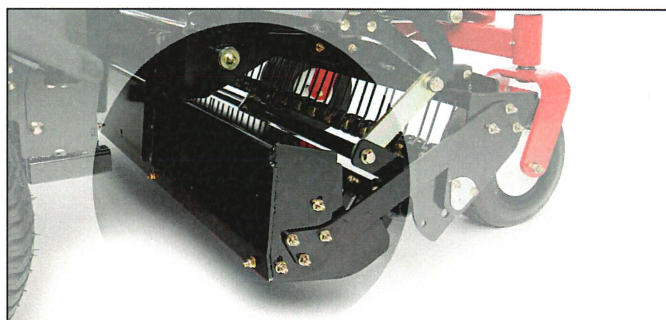
MultiTool Adjustable Carrier

The MultiTool Adjustable Carrier allows for coarse or fine scarifying, allowing operator adjustments from field to field depending on conditions. Hydraulically-controlled depth and angle adjustment provide precise interaction, where needed, for desired results.



QAS Rear Quick Attach System™

With the rear QAS, anyone can switch from one attachment to another in less than a minute, with no tools required. Match the machine to the environment to get your fields back into playing condition. QAS allows you to do more with less, and get the job done faster.



MultiTool Box Grader

The integrated MultiTool box grader is nearly 6 feet (182 cm) wide for efficient and accurate grooming. Made from high-strength steel, the grader is built to last for years of dependable service. When fitted with the accessory tool holder, the grader is able to incorporate several additional tools including an Edger, Root Cutter, and Planer Blade Kit. Includes an abrasion resistant changeable wear edge.

Rear QAS and MultiTool Attachments Available.

FIELD PRO 6040, MODEL 08839	
ENGINE	Kohler® Command PRO® 4-cycle OHV commercial gas engine. 25hp (18.6 kW) at 3600 RPM (SAE J1940). 44.0 cu. in. (725 cc). Oil Capacity: 2.0 quarts (1.9 liter).
AIR CLEANER SYSTEM	Premium air filtration system.
FUEL CAPACITY	8.0 gallon (36.3 liter) unleaded gasoline.
TRACTION DRIVE	Independent commercial grade high-torque wheel motors.
GROUND SPEED	Infinitely variable 0-10 mph (0-16 km/h) forward; 0-5.0 mph (0-8.0 km/h) reverse.
HYDRAULIC OIL	7.5 gallon (28.4 liter) system capacity. Polyethylene reservoir to reduce corrosion. 5 (nominal) micron replaceable cartridge.
MULTITOOL	Model 08854, sold separately – mid-mounted MultiTool includes an integrated 68" (172 cm) box grader and adjustable carrier with spring tines and solid carbide tines.
TIRES/WHEELS	Rear: 24 x12.00-12, Front: 15 x 6.00-6 commercial caster wheels.
CONTROLS/GAUGES	Hand operated choke, throttle, and hydraulic controls for raising/lowering and actuating the MultiTool Adjustable Carrier. Rear hydraulic lift and lower controls. Gauges: fuel, hour meter.
DIMENSIONS	Width: 67.8" (172 cm), Length: 103.8" (264 cm), Height: 50.7" (134 cm), Wheelbase: 59.6" (151 cm)
GROUND CLEARANCE	7.3" (18.4 cm)
WEIGHT	Net weight (less fluids): 1,620 lbs. (735 kg) with MultiTool installed.
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-150 Approve Hiring Receptionist

Background:

Due to the resignation of an employee, there is a need to hire a receptionist. The position was posted from July 6, 2023 to July 27, 2023.

Fifteen applications were received, reviewed and scored for the position. Three applicants were selected for an interview. The panel consisted of Devon Pewowaruk, Recreation Coordinator, Kevin O'Brien, Recreation Superintendent, and Paul Peanasky, Parks and Recreation Director. The panel selected Tate Olson as the recommendation for hire for the position.

Resolution 2023-150 approves the hiring of Tate Olson. Tate will be hired at Grade B, Step 1 as per the Local 70 2022-2024 CBA. His hire date will be August 14, 2023.

Recommendation:

Approve Resolution 2023-150, approving the hiring of Tate Olson.

Attachments:

1. Resolution 2023-150 Approve Hiring Receptionist

CITY OF FARIBAULT

RESOLUTION #2023-150

APPROVE HIRING RECEPTIONIST

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

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

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

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

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-151 Approve LG230 Application for Off-Site Gambling for Divine Mercy Catholic School

Background:

Divine Mercy Catholic School submitted an LG230 Application to Conduct Off-Site Gambling to be conducted at 139 Mercy Drive on September 16, 2023 and September 17, 2023. If approved, staff will forward the signed application to the Minnesota Gambling Control Board for final review and formal approval.

Recommendation:

Approve Resolution 2023-151

Attachments:

1. Resolution 2023-151 Approve Application For Off-Site Gambling for Divine Mercy Catholic School
2. LG230 Application

CITY OF FARIBAULT

RESOLUTION #2023-151

**APPROVE LG230 APPLICATION TO CONDUCT OFF-SITE GAMBLING FOR
DIVINE MERCY CATHOLIC SCHOOL**

WHEREAS, Divine Mercy Catholic School has submitted an application for a Minnesota Lawful Gambling License for off-site gambling to be conducted at 139 Mercy Drive, Faribault, MN on September 16, 2023 and September 17, 2023.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby approves the application for the Divine Mercy Catholic School to conduct off-site gambling at Divine Mercy Catholic School, 139 Mercy Drive, Faribault, MN on September 16, 2023 and September 17, 2023.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

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

Organization Name: Divine Mercy Catholic School License Number: [REDACTED]

Address: 15 3rd Ave SW City: Faribault, MN Zip: 55001

Chief Executive Officer (CEO) Name: _____ Daytime Phone: [REDACTED]

Gambling Manager Name: Daniel Moyer Daytime Phone: [REDACTED]

GAMBLING ACTIVITY

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

From 9/16/23 to 9/17/23

Check the type of games that will be conducted:

☐

Raffle

☒

Pull-Tabs

☐

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Divine Mercy Catholic Church

Street address and City (or township): 139 Mercy Dr Faribault, MN Zip: 55001 County: Rice

- Do not use a post office box.

- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☒

Yes If yes, a lease is not required.

☐

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

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

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

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

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

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____ Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____
Local unit of government must sign.	

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Signature of CEO (must be CEO's signature; designee may not sign)

 Date

Mail or fax to:

Minnesota Gambling Control Board
 Suite 300 South
 1711 West County Road B
 Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-152 Approve MnDOT Agreement 1052539 for TH 3 Roundabout Detour

Background:

As part of the TH 3 Roundabout Project (City Contract 2023-04, State Project 125-010-017) the City and MnDOT must enter into a detour agreement for detouring trunk highway traffic off of the trunk highway and on to city and county roads (a similar but separate agreement will be made between the County and MnDOT). Per State rules, the State must reimburse the local jurisdiction for the road life consumed by the additional trunk highway traffic per a set formula. The estimated reimbursement to the City is \$9,921.39, actual payment will be based on the total number of days of the detour not to exceed \$25,000 without a written amendment to the agreement.

Recommendation:

Approve Resolution 2023-152 Approving MnDOT Agreement 1052539 for TH 3 Roundabout Detour

Attachments:

1. Resolution 2023-152 Approve MnDOT Agreement 1052539 for TH 3 Roundabout Detour
2. 1052539 Faribault TH 3 Detour Agreement

CITY OF FARIBAULT

RESOLUTION #2023-152

APPROVE MNDOT AGREEMENT 1052539 FOR TH 3 ROUNDABOUT DETOUR

IT IS RESOLVED, that the City of Faribault enter into MnDOT Agreement No. 1052539 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use and maintenance of 30th Street Northwest and Park Avenue as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 3 on 30th St NW from 200' west of 2nd Ave NW to 50' east of 1st Ave NW and on TH3 from 500' south of 30th St NW to 350' north of 30th St NW and on 1st Ave NW from 275' south of 30th St NW to 75' north of 30th St NW under State Project No. 6612-102 (T.H. 3=001).

IT IS FURTHER RESOLVED, by the City of Faribault that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CERTIFICATION

I certify that the above resolution is an accurate copy of the Resolution adopted by the City Council of the City of Faribault, Minnesota at an authorized meeting held on the 8th day of August, 2023 as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this 8th day of August, 2023.

Notary Public _____

My Commission Expires Jan. 31, 2027

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF FARIBAULT
DETOUR AGREEMENT
For Trunk Highway No. 3 Detour**

State Project Number (S.P.):	<u>6612-102</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>3=001</u>	<u>\$9,921.39</u>
State Aid Project Number (S.A.P.):	<u>125-010-017</u>	
Federal Project Number:	<u>STBG 6623(154)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Faribault acting through its City Council ("City").

Recitals

1. The State is about to perform grading, bituminous surfacing, storm sewer, drainage, water main, sanitary, lighting, and ADA improvements construction upon, along, and adjacent to Trunk Highway No.3, on 30th St NW from 200' west of 2nd Ave NW to 50' east of 1st Ave NW and on TH3 from 500' south of 30th St NW to 350' north of 30th St NW and on 1st Ave NW from 275' south of 30th St NW to 75' north of 30th St NW under State Project No. 6612-102 (T.H. 3=001); and
2. The State requires a detour to carry T.H. 3 traffic on 30th Street Northwest and Park Avenue during the construction; and
3. The City is willing to maintain the T.H. 3 detour; and
4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. *Detour.*

- A. *Location(s).*** The State will establish the T.H. 3 detour route on the following City streets as detailed in the project plans or Special Provisions:

Stage 1 – 30th St. NW and Park Ave. for a total distance of 1.72 miles.

- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.
- C. *Axle Loads and Over-Dimension Loads.*** The City will permit 10 ton axle loads on the detour route. Oversize/Overweight (OSOW) loads may be permitted on a case-by-case basis with County coordination.
- D. *Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. *Duration.*** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. *Maintenance.*

- A.** The City will maintain the portion of the detour that is on City streets, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Rochester.
- B. *City's Failure to Adequately Maintain.*** If the City fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 3 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the City under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the City for any breach of agreement.

2.3. *Basis of State Cost.*

- A. *Road Life Consumed.*** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

B. *Maintenance Costs.*

The State's detour maintenance cost will be computed by multiplying \$500.00 times the city street length in miles times the detour duration in months. Fractional miles and fractional months will be used in computing the State's cost.

3. *Payment*

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1. For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Stage 1</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
30 th St NW & Park Ave	0.00513	7929	0.41	101	\$1,684.38

Road Life Consumed Amount: \$7,066.19

- 3.2. For Maintenance.** \$2,855.20 is the State's estimated cost for detour maintenance based on \$500.00 multiplied times a City street length of 1.72 miles times a detour duration of 3.32 months.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the City under this Agreement.

3.3. Total Payment and Maximum Obligation.

- A. \$9,921.39 is the State's estimated payment for road life consumed (\$7,066.19) and maintenance (\$2,855.20).
- B. \$25,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

- 3.4. Conditions of Payment.** The State will pay the City the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the City's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the City for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 3 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Joe Denny, Assistant Agreements Coordinator (or successor)
 Address: 2900 48th St NW, Rochester, MN 55901
 Telephone: 507-286-7510
 E-Mail: joseph.denny@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Mark Duchene, City Engineer (or successor)
 Address: 1200 Belview Trail, Faribault, MN 55021
 Telephone: 507-333-0360
 E-Mail: mduchene@ci.faribault.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

-4-

at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000717806

CITY OF FARIBAULT

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF FARIBAULT

RESOLUTION

IT IS RESOLVED that the City of Faribault enter into MnDOT Agreement No. 1052539 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use and maintenance of 30th Street Northwest and Park Avenue as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 3 on 30th St NW from 200' west of 2nd Ave NW to 50' east of 1st Ave NW and on TH3 from 500' south of 30th St NW to 350' north of 30th St NW and on 1st Ave NW from 275' south of 30th St NW to 75' north of 30th St NW under State Project No. 6612-102 (T.H. 3=001).

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Faribault at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2023

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 8, 2023
SUBJECT: Proposed Interim Ordinance Authorizing a Study and Moratorium on Cannabis Businesses

Background:

On July 25, 2023, the City Council directed staff and the City Attorney to draft a moratorium on Cannabis Businesses. Cannabis Businesses are businesses that deal in products that are made from cannabis plants containing more than .3% THC – this does not include hemp products which are products made from cannabis plants containing .3% or less of THC. Enacting a moratorium will give the City Council and staff time to discuss and develop regulations related to the newly authorized cannabis legislation prior to any licenses being issued at the state level. The City Council general direction was for the moratorium to last through the 2024 Legislative Session. The proposed Ordinance, if approved, will expire on May 31, 2024.

Recommendation:

Approve Ordinance 2023-20

Attachments:

**CITY OF FARIBAULT
ORDINANCE NO. 2023-20**

**AN INTERIM ORDINANCE AUTHORIZING A STUDY AND
IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS
BUSINESSES WITHIN THE CITY OF FARIBAULT**

THE CITY OF FARIBAULT ORDAINS:

Section 1. Legislative Findings and Authority

- A. The Minnesota Legislature recently enacted, and the Governor signed, 2023 Minnesota Session Laws, Chapter 63 – H.F. No. 100 (the “Act”), which is comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions, and providing for the temporary regulation of Edible Cannabinoid Products.
- B. The Act provides local units of government certain authority related to Cannabis Businesses, including the authority to (i) require local registration of certain Cannabis Businesses operating retail establishments, (ii) adopt reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, provided that such restrictions do not prohibit the establishment or operation of a Cannabis Business, (iii) limit the number of certain Cannabis Businesses based on the population of the community, and (iv) prohibit the operation of a Cannabis Business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.
- C. The Act requires the OCM, which was established effective July 1, 2023, to work with local governments to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses. The Act also requires the OCM to establish additional rules and regulations relating to the operation of Cannabis Businesses. It is anticipated that the city of Faribault (the

- "City") will benefit from reviewing and analyzing the OCM's model ordinances, rules and regulations before making any decisions related to the regulation of Cannabis Businesses in the City.
- D. The Act (Minnesota Statutes, section 342.13(e)) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place and manner of the operation of Cannabis Businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of Cannabis Businesses within the jurisdiction or a portion thereof until January 1, 2025.
 - E. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.
 - F. The City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place and manner of the operation of Cannabis Businesses as well as the other regulations local units of government may adopt under the Act.
 - G. On August 8, 2023, after providing at least 10 days published notice, the City Council held a public hearing regarding the consideration and adoption of an interim ordinance prohibiting the operation of Cannabis Businesses within the City until June 1, 2024.

Section 2. Definitions. For purposes of this Ordinance, the following terms shall have the meaning given them in this section.

- A. "Act" means 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
- B. "Cannabis Business" has the meaning given the term in Minnesota Statutes, section 342.01, subdivision 14.
- C. "City" means the city of Faribault, a Minnesota municipal corporation.

- D. "Edible Cannabinoid Product" has the meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(f).
- E. "OCM" means the Office of Cannabis Management, established as set forth in Minnesota Statutes, section 342.02, subd. 1.
- F. "Ordinance" means this interim ordinance, which is adopted pursuant to Minnesota Statutes, section 342.13(e).

Section 3. Study Authorized. The City Council hereby authorizes and directs City staff to conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study may include a review of any model ordinances that OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of potential setback regulations allowed under Minnesota Statutes, section 342.13(c), and such other matters as staff may determine are relevant to the City Council's consideration of this matter. The report may also include City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations.

Section 4. Moratorium. A moratorium is hereby imposed on the operation of any Cannabis Business within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. Accordingly, during the period that this Ordinance is in effect, the City shall not accept, process, or act on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

Section 5. Exceptions. The moratorium imposed by this Ordinance does not apply to: (i) the continued operation of a duly established business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to the effective date of this Ordinance; or (ii) the sale of Edible Cannabinoid Products under Minnesota Statutes, Section 151.72, provided, however, that nothing in this Ordinance exempts a business, person, or entity from complying with all other requirements and prohibitions of applicable laws and ordinances related to such exceptions.

Section 6. Enforcement. Violation of this Ordinance is a misdemeanor. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City's general penalties prescribed in the city code and may further result in the City reporting violations to the OCM, if relevant to OCM licensing. The City Council hereby authorizes City staff and consultants to initiate any legal action deemed necessary to secure compliance with this Ordinance.

Section 7. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Section 8. Effective Date And Term. This ordinance shall take effect and be in force after its passage and publication, in accordance with Section 3.05 of the City Charter. This Ordinance shall remain in effect until June 1, 2024, or until the City Council expressly repeals it, whichever occurs first.

First Reading: August 8, 2023

Second Reading: August 22, 2023

Publication Date: August 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Charter Commission
FROM: Tim Murray, City Administrator
MEETING DATE: August 8, 2023
SUBJECT: Proposed Amendments to Chapters 8 and 12 of the Faribault City Charter

Background:

The City's Charter Commission meets annually to discuss and review potential changes to the City Charter. From their meeting held in 2023, the Charter Commission recommended four (4) amendments to the City Charter to the City Council for consideration. These recommendations were reviewed at the July 5, 2023 City Council Work Session, with the Council supportive of all four of the recommended changes—Ordinances 2023-16, 2023-17, 2023-18, and 2023-19 have been prepared to enact these changes.

Changes to the City's Charter are governed under Minnesota Statutes, Ch. 410.12. The changes are made (in accordance with Subd. 7 of the statute) via ordinance. Part of the process to consider adoption of the ordinances is the noticing and holding of a public hearing on the proposed changes—the Public Hearing notice, a copy of which is attached, was published on July 20, 2023 for the hearing being held at this Council meeting. This is followed by two readings of the ordinances (a 7/7ths vote is required for passage of each), and lastly by the publication of the ordinances, with the changes taking effect 90 days afterwards.

Recommendation:

Approve Ordinances 2023-16, -17, -18, and -19 on First Reading following Public Hearing (separate action required on each ordinance; unanimous vote required for approval)

Attachments:

1. 2023-08-08 Public Hearing Notice - City Charter Amendments
2. Affidavit of Publication

CITY OF FARIBAULT

NOTICE OF PUBLIC HEARING

ON PROPOSED AMENDMENTS TO THE CITY CHARTER

NOTICE IS HEREBY GIVEN that the City Council of the City of Faribault, Minnesota will conduct a public hearing on August 8, 2023, at 6:00 p.m., or as soon as possible thereafter, in the Council Chambers at 208 N.W. 1st Avenue, Faribault, Minnesota 55021 to consider oral and written testimony concerning proposed amendments to Chapters 8 and 12 of the Home Rule Charter of the City.

The Charter Commission recommends that the amendments be adopted by ordinance of the City Council in the manner prescribed by Minnesota Statutes Section 410.12, subdivision 7. Under that procedure, after the public hearing, the ordinance is enacted if it receives an affirmative vote of all members of the City Council and is approved by the Mayor and published as in the case of other ordinances. The adopting ordinance is effective 90 days after its passage and publication. If within 60 days thereof, a petition requesting a referendum signed by registered voters equal in number to five percent of the registered voters in the city, or 2,000, whichever is less, is filed with the City Clerk, the ordinance is not effective until approved by the voters in a general or special election or the Council may reconsider its action in adopting the ordinance.

The proposed amendments would amend Sections 8.03 and 8.04 of Chapter 8 and Sections 12.02 and 12.04 of Chapter 12 and would add Section 12.09 to Chapter 12 of the Charter as follows:

Section 8.03. - Certification of Administrative Offense Penalties.

The City may certify unpaid property-based Administrative Offense penalties by certification to property taxes. Collection of Administrative Offense penalties shall proceed only in accordance with an ordinance adopted by the Council that must require at least the following:

The City must give notice to the property owner listed on the official tax records at least 30 days prior to imposing the certification.

The City must attempt to obtain voluntary payment of the fees and penalties and allow the property owner the opportunity to request certification to the property taxes as a method of payment. The City must provide an opportunity for a hearing regarding the certification before either the City Council or a neutral third party as specified in City Code.

Administrative Offense penalties and charges must be directly related to the property being assessed according to City Code and as published in the City's fee schedule. Certifications under this ordinance shall be imposed pursuant to Minnesota State Statutes including 366.011, 366.012, 415.01, and 429.101, as

amended and as specified in City Code.

Section 8.034. - Local improvement procedure.

When the City undertakes any local improvement subject to Minnesota law, it shall comply with the provisions of that law. The council may by resolution prescribe the procedure to be followed in making any other local improvement and levying assessments therefor.

Section 12.02. - Oath of office.

Every elected or appointed officer of the City shall, before entering upon the duties of ~~his~~the office, take and subscribe an oath of office in substantially the following form: "I _____ (insert name) do solemnly swear (or affirm) to support the Constitution of the United States and of the State of Minnesota, and that I will faithfully discharge the duties of the office of _____ (title of office) of the City of Faribault, Minnesota, to the best of my judgment and ability, ~~and this I do under the penalties of perjury.~~"

Section 12.04. – Sale of real property.

No real property of the City shall be disposed of except by ~~ordinance~~resolution approved by ~~at least five members of the council.~~ The initial disposition of the net cash proceeds of any sale of the property shall be specified in the approving resolution used to retire any outstanding indebtedness incurred by the City in the acquisition or improvement of the property. Any remaining net proceeds shall be used to finance other improvements in the capital improvement budget or to retire any other bonded indebtedness.

Section 12.09. – Fines and civil penalties.

The Council may provide by ordinance that a violation of a City ordinance is either a misdemeanor or a petty misdemeanor, punishable in accordance with State law. The Council shall establish by ordinance a procedure for imposing a civil penalty known as an administrative offense as defined in City Code.

Anyone wishing to express an opinion about the proposed amendments orally or in writing will be heard at the public hearing.

Dated: July 20, 2023

/s/ Timothy C. Murray
City Administrator

AFFIDAVIT OF PUBLICATION

PUBLIC NOTICES

I do solemnly swear that the notice, as per the proof, was published in the regular and entire edition of the

Faribault Daily News

with the known office of issue being located in the county of:

Rice

with additional circulation in the counties of:

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 07/20/2023.

MORTGAGE FORECLOSURE NOTICES

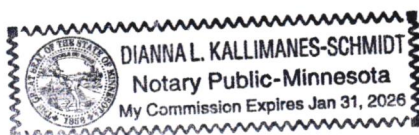
Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By:  Authorized Agent

By: Crystal McKinzie Print Name

Subscribed and sworn to or affirmed before me on 7/27/23 by:

 Notary Public



Rate Information:

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CITY OF FARIBAULT
NOTICE OF PUBLIC
HEARING
ON PROPOSED
AMENDMENTS TO THE
CITY CHARTER
NOTICE IS HEREBY GIVEN
that the City Council of the
City of Faribault, Minnesota
will conduct a public hearing
on August 8, 2023, at 6:00
p.m., or as soon as possible
thereafter, in the Council
Chambers at 208 N.W. 1st
Avenue, Faribault, Minnesota
55021 to consider oral and
written testimony concerning
proposed amendments to
Chapters 8 and 12 of the Home
Rule Charter of the City.

The Charter Commission
recommends that the
amendments be adopted by
ordinance of the City Council
in the manner prescribed by
Minnesota Statutes Section
410.12, subdivision 7.
Under that procedure, after the
public hearing, the ordinance
is enacted if it receives an
affirmative vote of all members
of the City Council and is
approved by the Mayor and
published as in the case
of other ordinances. The
adopting ordinance is effective
90 days after its passage
and publication. If within
60 days thereof, a petition
requesting a referendum
signed by registered voters
equal in number to five
percent of the registered
voters in the city, or 2,000,
whichever is less, is filed with
the City Clerk, the ordinance
is not effective until approved
by the voters in a general
or special election or the
Council may reconsider its
action in adopting the
ordinance.

The proposed amendments
would amend Sections
8.03 and 8.04 of Chapter
8 and Sections 12.02 and
12.04 of Chapter 12 and
would add Section 12.09
to Chapter 12 of the
Charter as follows:
Section 8.03. - Certification
of Administrative Offense
Penalties. The City may
certify unpaid property-
based Administrative
Offense penalties by
certification to property taxes.
Collection of Administrative
Offense penalties shall
proceed only in accordance
with an ordinance adopted by
the Council that must require at
least the following:

The City must give notice
to the property owner listed
on the official tax records
at least 30 days prior to
imposing the certification.

The City must attempt to
obtain voluntary payment of
the fees and penalties and
allow the property owner
the opportunity to request
certification to the property
taxes as a method of payment.
The City must provide an
opportunity for a hearing
regarding the certification
before either the City Council

or a neutral third party as
specified in City Code.
Administrative Offense
penalties and charges must
be directly related to the
property being assessed
according to City Code and
as published in the City's fee
schedule. Certifications
under this ordinance shall
be imposed pursuant to
Minnesota State Statutes
including 366.011, 366.012,
415.01, and 429.101,
as amended and as
specified in City Code.

Section 8.034. - Local
improvement procedure.
When the City undertakes
any local improvement
subject to Minnesota law, it
shall comply with the provisions
of that law. The council may
by resolution prescribe the
procedure to be followed
in making any other local
improvement and levying
assessments therefor.

Section 12.02. - Oath of office.
Every elected or appointed
officer of the City shall,
before entering upon the
duties of his office, take
and subscribe an oath of
office in substantially the
following form: "I (insert
name) do solemnly swear
(or affirm) to support the
Constitution of the United
States and of the State
of Minnesota, and that
I will faithfully discharge
the duties of the office
of (title of office) of the
City of Faribault, Minnesota,
to the best of my judgment
and ability, and this I do
under the penalties of perjury."

Section 12.04. - Sale
of real property.
No real property of the City
shall be disposed of except by
ordinance resolution approved
by at least five members
of the council. The initial
disposition of the net cash
proceeds of any sale of the
property shall be specified in
the approving resolution used
to retire any outstanding
indebtedness incurred by the
City in the acquisition or
improvement of the property.
Any remaining net proceeds
shall be used to finance other
improvements in the capital
improvement budget or to
retire any other bonded
indebtedness.

Section 12.09. - Fines
and civil penalties.
The Council may provide by
ordinance that a violation
of a City ordinance is either
a misdemeanor or a petty
misdemeanor, punishable in
accordance with State law.
The Council shall establish
by ordinance a procedure for
imposing a civil penalty known
as an administrative offense
as defined in City Code.

Anyone wishing to express an
opinion about the proposed
amendments orally or in
writing will be heard at
the public hearing.
Dated: July 20, 2023
/s/ Timothy C. Murray
City Administrator
133429 FDN 7/20

**CITY OF FARIBAULT
ORDINANCE No. 2023-16**

**AMENDING SECTION 12.02 – OATH OF OFFICE. OF THE
FARIBAULT CITY CHARTER**

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault, pursuant to the recommendation of the City of Faribault Charter Commission, has hereby determined that Chapter 12 of the City Charter be amended by the addition of the underlined language and by the deletion of the ~~stricken~~ language in Section 12.02 as follows:

Section 12.02. - Oath of office.

Every elected or appointed officer of the City shall, before entering upon the duties of ~~his~~the office, take and subscribe an oath of office in substantially the following form: "I _____ (insert name) do solemnly swear (or affirm) to support the Constitution of the United States and of the State of Minnesota, and that I will faithfully discharge the duties of the office of _____ (title of office) of the City of Faribault, Minnesota, to the best of my judgment and ability, ~~and this I do under the penalties of perjury.~~"

Section 2. This ordinance shall take effect ninety days after the date of its publication.

First Reading: August 8, 2023

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
ORDINANCE No. 2023-17**

**AMENDING SECTION 12.04 – SALE OF REAL PROPERTY. OF THE
FARIBAULT CITY CHARTER**

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault, pursuant to the recommendation of the City of Faribault Charter Commission, has hereby determined that Chapter 12 of the City Charter be amended by the addition of the underlined language and by the deletion of the ~~stricken~~ language in Section 12.04 as follows:

Section 12.04. – Sale of real property.

No real property of the City shall be disposed of except by ~~ordinanceresolution~~ approved by ~~at least five members of the council~~. The initial disposition of the net cash proceeds of any sale of the property shall be specified in the approving resolution~~used to retire any outstanding indebtedness incurred by the City in the acquisition or improvement of the property. Any remaining net proceeds shall be used to finance other improvements in the capital improvement budget or to retire any other bonded indebtedness.~~

Section 2. This ordinance shall take effect ninety days after the date of its publication.

First Reading: August 8, 2023

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
ORDINANCE No. 2023-18**

**ADDING SECTION 12.09 – FINES AND CIVIL PENALTIES. TO THE
FARIBAULT CITY CHARTER**

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault, pursuant to the recommendation of the City of Faribault Charter Commission, has hereby determined that Chapter 12 of the City Charter be amended by adding the following section in its entirety:

Section 12.09. – Fines and civil penalties.

The Council may provide by ordinance that a violation of a City ordinance is either a misdemeanor or a petty misdemeanor, punishable in accordance with State law. The Council shall establish by ordinance a procedure for imposing a civil penalty known as an administrative offense as defined in City Code.

Section 2. This ordinance shall take effect ninety days after the date of its publication.

First Reading: August 8, 2023

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
ORDINANCE No. 2023-19**

**AMENDING CHAPTER 8. - PUBLIC IMPROVEMENTS AND SPECIAL
ASSESSMENTS OF THE FARIBAULT CITY CHARTER**

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault, pursuant to the recommendation of the City of Faribault Charter Commission, has hereby determined that Chapter 8 of the City Charter be amended by the addition of the underlined language and by the deletion of the ~~stricken~~ language in Chapter 8 as follows:

Section 8.03. - Certification of Administrative Offense Penalties.

The City may certify unpaid property-based Administrative Offense penalties by certification to property taxes. Collection of Administrative Offense penalties shall proceed only in accordance with an ordinance adopted by the Council that must require at least the following:

The City must give notice to the property owner listed on the official tax records at least 30 days prior to imposing the certification.

The City must attempt to obtain voluntary payment of the fees and penalties and allow the property owner the opportunity to request certification to the property taxes as a method of payment. The City must provide an opportunity for a hearing regarding the certification before either the City Council or a neutral third party as specified in City Code.

Administrative Offense penalties and charges must be directly related to the property being assessed according to City Code and as published in the City's fee schedule. Certifications under this ordinance shall be imposed pursuant to Minnesota State Statutes including 366.011, 366.012, 415.01, and 429.101, as amended and as specified in City Code.

Section 8.034. - Local improvement procedure.

When the City undertakes any local improvement subject to Minnesota law, it shall comply with the provisions of that law. The council may by resolution prescribe the procedure to be followed in making any other local improvement and levying assessments therefor.

Section 2. This ordinance shall take effect ninety days after the date of its publication.

First Reading: August 8, 2023

Second Reading:

Publication Date:

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: August 8, 2023
SUBJECT: Resolution 2023-147 Adopting Special Assessments for a Portion of Special Assessment Roll #S-F1107 Related to the 2017 Street Overlay and Sidewalk Improvements - Contract 2017-02

Background:

Resolution 2023-131 adopted on July 11, 2023, declared the cost to be reassessed and set a special assessment hearing date of August 8, 2023 for the for the 2017 Street Overlay and Sidewalk Improvements project (Contract 2017-02) . Notices of the hearing were sent to the benefited properties and published in the Daily News as required by law.

A copy of the special assessment roll is attached, as well as a copy of the notice that was published and mailed to individual property owners. The City has received no written objections to the proposed assessments.

Resolution 2017-221, adopted on October 24, 2017, following a Public Hearing, accepted the final Assessment Roll #S-F1107 for the 2017 Street Overlay and Sidewalk Improvements project (Contract 2017-02). The assessment roll included assessments on two common lot parcels, parcel 18.06.4.30.001 in the amount of \$2,940.21 and common lot parcel 18.06.4.30.002 in the amount of \$3,554.04. These common lots were part of the Villas of Faribault townhome area, located along Albers Path and Willow Street. Since the assessments were levied and certified in 2017, no payments have been made on the assessments and the current balances on the assessments for common lot parcel 18.06.4.30.001 is in the amount of \$3,626.42 and common lot parcel 18.06.4.30.002 is in the amount of \$4,383.50.

Recently, these parcels have been placed into a tax-forfeiture state and are being purchased by the homeowner's association related to the common lots. During discussions with representatives of the homeowner's association, they have indicated that pursuant to Minnesota Statute 515B.1-105(b)(2), common elements in an Association are not subject to

separate taxation or assessment and the representatives of the homeowner's association have requested that the unpaid balance of the special assessments for parcels 18.06.4.30.001 and 18.06.4.30.002, be reassessed as shown on the attached revised assessment roll.

Minnesota Statute 429.071, subd. 2, states that the City Council may determine based on advice of the City Attorney that the assessment or proposed assessment or any part thereof is or may be invalid for any reason, and the council may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to such parcel or parcels. Based on this and the advice of the City Attorney, it is recommended that the Council make a reassessment for parcels 18.06.4.30.001 and 18.06.4.30.002 as shown on the attached revised assessment roll.

The cost of said improvements proposed to be reassessed to the benefiting properties for the 2017 Street Overlay and Sidewalk Improvements (Contract 2017-02) is \$8,009.76, which is the original total assessment amount for the two common lot properties plus interest through calendar year 2023. This total assessment amount is proposed to be split evenly across the 48 individual owner-occupied townhomes within the subdivision for a total assessment amount of \$166.87/parcel as indicated on the attached proposed assessment roll. It is proposed to levy the reassessments for 1 year at 7.0% which is based on the City's current assessment policy of setting the interest rate at the City's current bond rate plus 2%.

Recommendation:

Approve Resolution 2023-147 Adopting Special Assessments for a Portion of Special Assessment Roll #S-F1107 Related to the 2017 Street Overlay and Sidewalk Improvements - Contract 2017-02

Attachments:

1. Resolution 2023-147 Adopting Special Assessments for a Portion of Special Assessment Roll #S-F1107 Related to the 2017 Street Overlay and Sidewalk Imp
2. (2017-02) Special Assessment Rolls 2023 Reallocation For Villas of Faribault
3. 2023 Reassessment (2017-02) Notice of Proposed Assessment
4. 2023 Reassessment (2017-02) Affidavit of Publication

CITY OF FARIBAULT

RESOLUTION #2023-147

ADOPTING SPECIAL ASSESSMENTS FOR A PORTION OF SPECIAL ASSESSMENT ROLL #S-F1107 RELATED TO THE 2017 STREET OVERLAY AND SIDEWALK IMPROVEMENTS - CONTRACT 2017-02

WHEREAS, Resolution 2017-221, adopted on October 24, 2017, following a Public Hearing, accepted Assessment Roll #S-F1107, and;

WHEREAS, said assessment roll assessed common lot parcel 18.06.4.30.001 in the amount of \$2,940.21 and common lot parcel 18.06.4.30.002 in the amount of \$3,554.04, according to the terms and conditions in Resolution 2017-221, and;

WHEREAS, no payments have been made on the assessments and the current balances on the assessments for common lot parcel 18.06.4.30.001 is in the amount of \$3,626.42 and for common lot parcel 18.06.4.30.002 is +in the amount of \$4,383.50, and;

WHEREAS, these parcels have been placed into a tax-forfeiture state and are being purchased by the homeowner's association related to the common lots, and;

WHEREAS, representatives of the homeowner's association have indicated that pursuant to Minnesota Statute 515B.1-105(b)(2), common elements in an Association are not subject to separate taxation or assessment, and;

WHEREAS, representatives of the homeowner's association have requested that the unpaid balance of the special assessments for parcels 18.06.4.30.001 and 18.06.4.30.002, be reassessed as shown on the attached revised assessment roll, and;

WHEREAS, representatives of the homeowner's association have requested that the unpaid balance of the special assessments for parcels 18.06.4.30.001 and 18.06.4.30.002, be reassessed as shown on the attached revised assessment roll, and;

WHEREAS, pursuant to Minnesota Statute 429.071, subd. 2, the City Council finds on advice of the City Attorney that the assessment for parcels

18.06.4.30.001 and 18.06.4.30.002 should be reassessed as shown on the attached revised assessment roll.

WHEREAS, Resolution 2023-131, adopted on July 11, 2023, established a special assessment hearing date of August 8, 2023, for the reassessment of a portion of special assessment roll #S-F1107 related to the 2017 Street Overlay and Sidewalk Improvements - Contract 2017-02, and;

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

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

ALSO, BE IT RESOLVED, that such assessments shall be payable in equal annual installments which shall extend over a period of one (1) year and shall bear interest at the rate of 7.00 per cent annum from the date of adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2023. To each subsequent installment when due shall be added interest for one year on all unpaid assessments. Said installments shall be certified upon the property tax list of the County and paid in the same manner as other municipal taxes.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

PARCELID	DEEDHOLD	STREET NUM	STREET NAME	MAIL ADDRESS	MAILCITY	MAIL STATE	MAIL ZIP	TOTAL ASSESSMENT AMOUNT
18.06.4.30.003	JOHN C NUTT SIF TRUST	1350	ALBERS PATH	4120 LEXINGTON WAY	EAGAN	MN	55123	\$ 166.87
18.06.4.30.004	LORI A KLEIN	1340	ALBERS PATH	1340 ALBERS PATH	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.005	IVER R & JOYCE L ANDERSON	1405	SOUTH TRAIL CIR	1405 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.006	GETACHEW TSEHAYE	1409	SOUTH TRAIL CIR	1409 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.007	THEODORE KITZMAN	1421	SOUTH TRAIL CIR	1421 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.008	JULIA DEGROOD	1417	SOUTH TRAIL CIR	1417 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.009	RICHARD & LINDA VELZKE	1425	SOUTH TRAIL CIR	1425 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.010	CALEB S & ANASTASIA M BREYER	1429	SOUTH TRAIL CIR	1429 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.011	TODD HONSEY	1433	SOUTH TRAIL CIR	1433 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.012	MICHELLE BENDICKSON	1441	SOUTH TRAIL CIR	1441 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.013	KAREN BORWEGE	1445	SOUTH TRAIL CIR	1445 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.014	WILLIAM L & GEORGENE BERNATZ	1437	SOUTH TRAIL CIR	1437 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.015	MICHAEL B & TANYA L GORDON	1453	SOUTH TRAIL CIR	1453 SOUTH TRAIL CIR #32	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.016	TRISTAN & SEAN MCGEEHAN	1461	SOUTH TRAIL CIR	1461 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.017	MARSHALL CARVER	1465	SOUTH TRAIL CIR	1465 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.018	ROBERT J CARLSON	1457	SOUTH TRAIL CIR	1457 SOUTH TRAIL CIR UNIT 31	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.019	PAUL N & REBECCA BENTLEY LYDOLPH	1469	SOUTH TRAIL CIR	1469 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.020	DENNIS D SCHMIDT	1477	SOUTH TRAIL CIR	1477 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.021	DENISE RICE	1481	SOUTH TRAIL CIR	PO BOX 17370 LOT NUMBER 5575	ST PAUL	MN	55117	\$ 166.87
18.06.4.30.022	TAMERA ANDERSON	1473	SOUTH TRAIL CIR	1473 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.023	CHRISTOPHER C HOOTON ET AL	1356	SOUTH TRAIL DR	1356 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.024	TYLER & ALESSANDRA PUTRAH	1344	SOUTH TRAIL DR	21059 ITAMI TRL	LAKEVILLE	MN	55044	\$ 166.87
18.06.4.30.025	KATHARINE RIEWE	1476	SOUTH TRAIL CIR	1476 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.026	LYNNE MINSKE	1468	SOUTH TRAIL CIR	1468 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.027	HERMAN FROEHLE	1320	SOUTH TRAIL DR	1320 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.028	LORI BECKER	1488	SOUTH TRAIL CIR	1488 SOUTH TRAIL CIR UNIT 43	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.029	TANYA KNIEFEL	1484	SOUH TRAIL CIR	1484 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.030	JAMIE KOTEK	1332	SOUTH TRAIL DR	17228 HARRINGTON WAY	LAKEVILLE	MN	55044	\$ 166.87
18.06.4.30.031	GELACIO RAMIREZ	1240	ALBERS PATH	1240 ALBERS PATH UNIT 45	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.032	JORDAN GREENE	1302	SOUTH TRAIL DR	1302 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.033	LINDA FLOCCHINI	1310	SOUTH TRAIL DR	1310 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.034	DARLENE HUSS	1250	ALBERS PATH	1250 ALBERS PATH	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.035	MARCUS ABLEMAN	1404	SOUTH TRAIL CIR	1404 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.036	HAYLEY FOGELSON	1377	SOUTH TRAIL DR	1377 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.037	PENNY MAC LOAN SERVICES LLC	1373	SOUTH TRAIL DR	3043 TOWNSGATE RD #200	WESTLAKE VILLAGE	CA	91361	\$ 166.87
18.06.4.30.038	JARED J KEGLER	1408	SOUTH TRAIL CIR	1408 SOUTH TRAIL CIR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.039	DALE TUMA	1365	SOUTH TRAIL DR	1365 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.040	JOEL A ROHLIK	1357	SOUTH TRAIL DR	1357 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.041	DOUGLAS R KUHL	1353	SOUTH TRAIL DR	1353 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.042	JAYSON HATTON	1361	SOUTH TRAIL DR	1361 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.043	VIRGIL & ANDREA ZUNKEL	1345	SOUTH TRAIL DR	1345 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.044	ANGELA S PRANGE	1337	SOUTH TRAIL DR	1337 SOUTH TRL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.045	MARK & JULEE DANIELS WEHNER	1333	SOUTH TRAIL DR	1333 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.046	NHIAL RUACH	1341	SOUTH TRAIL DR	1341 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.047	KATHRYN SIREK	1329	SOUTH TRAIL DR	1329 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.048	ERIN K LITTLE	1307	SOUTH TRAIL DR	1307 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.049	FRANCES JOHNSON	1315	SOUTH TRAIL DR	1315 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
18.06.4.30.050	GILDO HERINGER & ANA CAROLINA D SILVA	1321	SOUTH TRAIL DR	1321 SOUTH TRAIL DR	FARIBAULT	MN	55021	\$ 166.87
								\$ 8,009.76

NOTICE OF PUBLIC HEARING ON PROPOSED ASSESSMENT

July 12, 2023

Name
Address
Address

Re: Parcel #
Proposed Assessment Amount:

To Whom It May Concern:

Notice is hereby given that the City Council of Faribault will meet in the Council Chambers of City Hall, 208 NW First Avenue, at 6:00 p.m. on Tuesday, August 8, 2023, to consider, and possibly adopt, the proposed reassessment for the 2017 Street Overlay and Sidewalk Improvement project. The improvements related to this reassessment were the mill and overlay of Albers Path in 2017. In 2017, the special assessment costs were allocated to Lot 1 Block 1 and Lot 1 Block 2 Villas of Faribault (the common lot areas around the townhomes) and in 2023 it was requested by legal representatives of the homeowner's association to reallocate the special assessment balance to the 48 individual townhomes.

The total cost of the balance of the original special assessment amount including interest through 2023 is \$8,009.76 which is to be divided equally amongst the 48 townhome units for an assessment amount of \$166.87/unit.

The proposed amount to be specially assessed against your particular lot, piece, or parcel of land is \$166.87.

Such assessment is proposed to be payable in equal annual installments extending over a period of 1 year, the first of the installments to be payable in 2024, and will bear interest at the rate of 7.0 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Faribault. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Faribault the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged

through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of the interest that will apply will be 7.0 percent per year. The right to partially prepay the assessment according to Ordinance No. 2014-10 is available until such time that the assessment is certified to the county auditor for collection.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$8,009.76. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

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

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

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

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

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

BY ORDER OF THE CITY COUNCIL

Timothy C. Murray
City Administrator

APG MEDIA OF SOUTHERN MN, LLC, 514 Central Avenue, Faribault, MN 55021
Proof of Ad 07/14/23

**NOTICE OF PUBLIC
HEARING ON PROPOSED
ASSESSMENT**

July 19, 2023
Faribault, Minnesota
To Whom It May Concern:
Notice is hereby given that the City Council of Faribault will meet in the Council Chambers of City Hall, 208 NW First Avenue, at 6:00 p.m. on Tuesday, August 8, 2023, to consider, and possibly adopt, the proposed reassessment for the 2017 Street Overlay and Sidewalk Improvement project. The improvements related to this reassessment were the mill and overlay of Albers Path in 2017. In 2017, the special assessment costs were allocated to Lot 1 Block 1 and Lot 1 Block 2 Villas of Faribault (the common lot areas around the townhomes) and in 2023 it was requested by legal representatives of the homeowner's association to reallocate the special assessment balance to the 48 individual townhomes. The total cost of the balance of the original special assessment amount including interest through 2023 is \$8,009.76 which is to be divided equally amongst the 48 townhome units for an assessment amount of \$166.87/unit. The proposed amount to be specially assessed against your particular lot, piece, or parcel of land is \$166.87. Such assessment is proposed to be payable in equal annual installments extending over a period of 1 year, the first of the installments to be payable in 2024, and will bear interest at the rate of 7.0 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments. You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Faribault. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Faribault the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such

Account: 15039	Ad ID: 134434
Name:	Description: NOTICE OF PUBLIC HEARING ON PROPOSED
Company: FARIBAULT CITY - FINANCE	Run Dates: 07/19/23 to 07/24/23
Address: 208 1ST AVE NW	Class: 905
FARIBAULT, MN 55021	Orig User: CMCKINZIE
Telephone: (507) 333-0345	Words: 991
	Lines: 234
	Agate Lines: 234
	Depth: 26.0

Publication	Start	Stop	Inserts
FARIBAULT DAILY NEWS	07/19/23	07/19/23	1
WEB PAGE-FARIBAULT	07/19/23	07/24/23	6
Total Cost:\$357.50			

Customer Note:

Ad Note:

payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of the interest that will apply will be 7.0 percent per year. The right to partially prepay the assessment according to Ordinance No. 2014-10 is available until such time that the assessment is certified to the county auditor for collection. The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$8,009.76. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable. Under Minnesota Statute §§ 435.193 to 435.195 and City Ordinance No. 2014-10, the Council may, in its discretion, defer the payment of the special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provide in that law and Ordinance No. 2014-10, all amounts accumulated plus applicable interest shall become due. Any assessed property owner meeting the requirements of this law and Ordinance No. 2014-10 may, within 30 days of the confirmation of the assessment, apply to the City Administrator for the prescribed form for such deferral of payment of this special assessment on his/her property. If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

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introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.

2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.

3. The objector may be represented by counsel.

4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony present to the Council.

5. The entire proceedings will be video and audio-recorded.

6. At the close of presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.

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

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

BY ORDER
OF THE CITY COUNCIL
Timothy C. Murray
City Administrator
134434 FDN 7/19



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 8, 2023
SUBJECT: Ordinance 2023-15 Amending Chapter 14 of the Faribault City Code of Ordinances (Second Reading)

Background:

At their July 25, 2023 City Council meeting, the Council approved the first reading of Ordinance 2023-15 that would amend Chapter 14 of the City Code of Ordinances to allow licensed tobacco establishments to sell glass pipes, dug-outs, one-hitters, grinders, measuring scales and small bags. Since its first reading, Staff have not received any public comments and no changes have been made to the ordinance.

Recommendation:

Approve Ordinance 2023-15

Attachments:

1. Ordinance 2023-15 Amending Chapter 14 of the Faribault City Code of Ordinances

**CITY OF FARIBAULT
ORDINANCE 2023-15**

AMENDING CHAPTER 14 OF THE FARIBAULT CITY CODE OF ORDINANCES

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

Section 1. Chapter 14, Section 19 is amended as follows:

Sec. 14-19. License—Required.

No person shall sell or offer to sell any tobacco, tobacco products, tobacco-related device, or nicotine or lobelia delivery device without first having obtained a license to do so from the city.

- (1) *Application.* An application for a license to sell tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices shall be made on a form provided by the city. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary. Upon receipt of a completed application, the city administrator shall forward the application to the council for action at its next regularly scheduled council meeting. If the administrator shall determine that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.
- (2) *Action.* The council may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the council approves the license, the administrator shall issue the license to the applicant. If the council denies the license, notice of the denial shall be given to the applicant, along with notice of the applicant's right to appeal the council's decision.
- (3) *Term.* All licenses issued under this article shall expire on December 31 of the year of issuance.
- (4) *Revocation or suspension.* Any license issued under this article may be revoked or suspended as provided in section 14-27 of this article.

- (5) *Transfers.* All licenses issued under this article shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid without the prior approval of the council.
- (6) *Moveable place of business.* No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this article.
- (7) *Display.* All licenses shall be posted and displayed in plain view of the general public on the licensed premise.
- (8) *Renewals.* The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty (30) days but no more than sixty (60) days before the expiration of the current license.
- (9) *Issuance as privilege and not a right.* The issuance of a license issued under this article shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.
- (10) Each license issued under this article is subject to all of the following conditions:
 - a. The licensee must post signs in visible locations that prohibit loitering inside or near the front entrance of the retail establishment.
 - b. The licensee must fully light the interior of the retail establishment during business hours such that every part, corner, aisle, room, and section of the retail establishment is illuminated wholly.
 - c. The sales counter, store entrance, and interior of the retail establishment shall be visually recorded with a videotape or similar device at a quality level that allows the visual identification of patrons and employees. The recordings shall be maintained and made available to the police for five (5) calendar days before being reused.
 - d. The licensee must post a sign at front entrance of the retail establishment that prohibits persons under the age of twenty-one (21) from entering the retail establishment.
 - e. The licensee must fully cooperate with representatives from the City of Faribault when present at the retail establishment for city business purposes.

- f. The licensee must maintain clean and clear front and rear entrances of the retail establishment.
- ~~g. The licensee must not make sales of items commonly used by drug users and drug dealers, including, but not limited to glass pipes, "dug-outs", one-hitters, grinders, measuring scales, and small bags.~~
- hg. The licensee may not supply matches to non-purchasing customers.
- ih. Each day of business, the licensee must inspect the parking lot and entrances of the retail establishment for litter and properly dispose of such litter.
- ji. The front windows of the retail establishment must be clear, untinted, and unobstructed, except that the signage required by this subsection must be posted in the windows. The licensee must also comply with the applicable provisions of chapter 9 of the Unified Development Ordinance of the City of Faribault.
- kj. The licensee must promptly remove any graffiti on the exterior of the retail establishment.
- lk. At each location where tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are sold, the licensee shall display a sign in plain view to provide public notice that selling any of these products to any person under the age of twenty-one (21) is illegal and subject to penalties. The notice shall be placed in a conspicuous location in the licensed establishment and shall be readily visible to any person who is purchasing or attempting to purchase these products. The sign shall provide notice that all persons responsible for selling these products must verify, by means of photographic identification containing the bearer's date of birth, the age of any person under thirty (30) years of age.
- ml. At each location where tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are sold, the licensee shall verify, by means of government-issued photographic identification containing the bearer's date of birth, that the purchaser or person attempting to make the purchase is at least twenty-one (21) years of age. Verification is not required if the purchaser or person attempting to make the purchase is thirty (30) years of age or older. It shall not constitute a defense to a violation of this subdivision that the person appeared to be thirty (30) years of age or older.

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

First Reading: July 25, 2023

Second Reading: August 8, 2023

Publication Date: August 12, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2023-15

Amending Chapter 14 of the Faribault City Code of Ordinances

On August 8, 2023, the Faribault City Council approved Ordinance 2023-15, which amended Chapter 14 of the Faribault City Code of Ordinances. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: July 25, 2023
Second Reading: August 8, 2023
Publication: August 12, 2023



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 8, 2023
SUBJECT: Resolution 2023-148 Accept Bid for City Hall Improvements

Background:

On Thursday August 3, 2023, bids were received for City Hall Improvements. These improvements include making the restrooms on the first floor of City Hall ADA compliant as well as adding a wellness room, making City Council Chambers ADA compliant and renovating the conference room and an office on the third floor of City Hall. In the 2023 Capital Improvement Budget, \$590,000.00 was budgeted for these improvements. Six (6) bids were received and tabulated as follows:

Brennan Construction of MN, Inc.	\$563,000
Met-Con Construction, Inc.	\$563,000
Professional Contractors (Procon)	\$576,621
Versacon, Inc.	\$610,500
Ebert Construction	\$620,300
APX Construction Group	\$817,000

The low bid was a tie between Brennan Construction of MN, Inc. and Met-Con Construction, Inc. at \$563,000. Staff is consulting with legal counsel to provide guidance at or prior to the City Council Meeting regarding how to proceed. Resolutions are attached for both low-bid companies.

Recommendation:

Approve Resolution 2023-148 Accept Bid for City Hall Improvements

Attachments:

1. 2023-148 Accept Bid for City Hall Improvements (Brennan)
2. 2023-148 Accept Bid for City Hall Improvements (Met-Con)
3. City Hall Bid Tabulation 2023

CITY OF FARIBAULT

RESOLUTION #2023-148

ACCEPT BID FOR CITY HALL IMPROVEMENTS

WHEREAS, pursuant to the advertisement for bids for improvements at City Hall, bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement for bids:

Brennan Construction of MN, Inc.	\$563,000
Met-Con Construction, Inc.	563,000
Professional Contractors (Procon)	576,621
Versacon, Inc.	610,500
Ebert Construction	620,300
APX Construction Group	817,000; and

WHEREAS, it is determined by City Council discretion that Brennan Construction of MN, Inc. is selected as the agreed upon responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized to enter into a contract with Brennan Construction of MN, Inc. in the name of the City of Faribault for the improvements at City Hall in the amount of \$563,000.00 according to the plans and specifications on the file in the office of the Parks and Recreation Director; and

ALSO BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their lowest bids, except that the deposit of the successful bidder shall be retained until a contract has been signed.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT

RESOLUTION #2023-148

ACCEPT BID FOR CITY HALL IMPROVEMENTS

WHEREAS, pursuant to the advertisement for bids for improvements at City Hall, bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement for bids:

Brennan Construction of MN, Inc.	\$563,000
Met-Con Construction, Inc.	563,000
Professional Contractors (Procon)	576,621
Versacon, Inc.	610,500
Ebert Construction	620,300
APX Construction Group	817,000; and

WHEREAS, it is determined by City Council discretion that Met-Con Construction, Inc. is selected as the agreed upon responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized to enter into a contract with Met-Con Construction, Inc. in the name of the City of Faribault for the improvements at City Hall in the amount of \$563,000.00 according to the plans and specifications on the file in the office of the Parks and Recreation Director; and

ALSO BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their lowest bids, except that the deposit of the successful bidder shall be retained until a contract has been signed.

Date Adopted: August 8, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Bid Tabulation

Faribault City Hall Restroom Remodel Faribault, MN

Project Number: 22-27668

Bid Letting Time & Date: 2:00 p.m. - Thursday, August 3, 2023

Bid Letting Location: 208 1st Ave NW Faribault, MN 55021

Contractor	Bid Bond	Responsible Contractor Form	Add. #1	Breakout Price #1	Breakout Price #2	Breakout Price #3	Base Bid
APX Construction Group	X	X	X	151,073	151,526	512,610	817,000
Brennan Construction of MN, Inc.	X	X	X	197,050	84,450	281,500	563,000
Ebert Construction	X	X	X	150,000	147,700	322,300	620,300
Fendler Patterson Construction							
Healy Construction Company							
Met-Con Construction, Inc.	X	X	X	168,900	56,300	337,800	563,000
Professional Contractors (Procon)	X	X	X	142,957	120,745	312,621	576,621
The Joseph Company, Inc.							
Versacon, Inc.	X	X	X	92,000	71,000	436,500	610,500