



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

**TUESDAY, SEPTEMBER 26,
2023**

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions**
 - A. Light of Hope Proclamation
- 3. Approve minutes of the September 12, 2023 City Council Meeting**
 - A. 2023-09-12 City Council Minutes
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2023-176 Accept Donations to the Parks and Recreation Department
 - C. Resolution 2023-177 Approve CROP Hunger Walk Street Closures
 - D. Approve LG220 Application for Exempt Permit for Catholic United Financial Council 13SS Lawrence/Anne
 - E. Resolution 2023-178 Approving Certification of Delinquent Charges for Municipal Airplane Hangar to Property Tax Roll
 - F. Resolution 2023-179 Amend Sanitary Sewer System Interconnection Agreement by and between the City of Faribault and the County of Rice
 - G. Resolution 2023-180 Approve Street Closure Application for Cry Baby Craig's & 10,000 Drops Bloody Mary Fest
 - H. Approve Hold Harmless and Indemnification Agreement with 10,000 Drops
 - I. Resolution 2023-181 Approve Hiring Library Receptionist
 - J. Resolution 2023-182 Authorize Execution of a Developer's Platting Agreement with Warn Investment LLC related to the Warner Addition
 - K. Resolution 2023-183 Authorize Execution of a Developer's Platting Agreement with Ronald F. Carlsen related to the Ronald F. Carlsen Addition
 - L. Resolution 2023-185 Approve Write-off of Uncollectable Rental License Receivable Balances
 - M. Accept Quote for Digester Mixer Parts at Water Reclamation Facility
- 5. Requests to be Heard**
- 6. Public Hearings**
 - A. Resolution 2023-184 Order Improvements and Order Preparation of Plans and Specifications for Airtech 2 Street, Utility and Stormwater Improvements - Contract 2022-07
- 7. Items for Discussion**
- 8. Bids - None**
- 9. Boards and Commissions Reports, Announcements and Project Updates**

A. Monthly Financial Report

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

**Office of the Mayor
City of Faribault
Proclamation**

***WHEREAS**, the Light of Hope Cancer Foundation was established in 2022 with a goal to raise money for local cancer patients and their families and ease the burden of a cancer diagnosis; and*

***WHEREAS**, this foundation will keep donations local, in our community, to help support our neighbors who could use a little extra assistance while undergoing cancer treatments; and*

***WHEREAS**, we remember those that have lost their lives to cancer, pray for those battling cancer, and rejoice for the Survivors; and*

***WHEREAS**, we recognize the dedicated and passionate health care workers in our community; and*

***WHEREAS**, we recognize and support all health caregivers in their dedication to their loved ones and friends; and*

***WHEREAS**, We vow to continue to support the research taking place to bring an end to cancer; and*

***WHEREAS**, We commend our business leaders for their compassion to helping their employees during their cancer journey;*

***NOW THEREFORE**, I, Kevin F. Voracek, Mayor for the City of Faribault, do hereby proclaim Saturday, September 30, 2023*

Light of Hope Cancer Foundation Day

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

Mayor

Date

September 30, 2023



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, SEPTEMBER 12, 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 City Administrator Tim Murray, City Clerk Heather Slechta, Parks and Recreation Director Paul Peanasky, City Engineer Mark DuChene, Community & Economic Development Director David Wanberg, Public Works Director Travis Block, Fire Chief Dustin Dienst, Police Chief John Sherwin and Library Services Director Delane James.

Presentations/Introductions – None

Approve minutes of August 22, 2023 City Council Meeting

Motion by Ross, seconded by van Sluis to Approve the minutes of August 22, 2023 City Council Meeting and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve LG220 Application for Exempt Permit for Heroes Helping Heroes
- C. Resolution 2023-158 Approve LG230 Application to Conduct Off-Site Gambling for The Catholic Church of Divine Mercy of Faribault
- D. Approve Faribault Ice Arena Association Agreement
- E. Resolution 2023-160 Accept Donations to the City of Faribault
- F. Resolution 2023-161 Approve Appointment of Board and Commission Member
- G. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License and Indemnification Agreement
- H. Resolution 2023-162 Authorize Payment as Recommended by the Charitable Gambling Board to Beau Chant Community Choir
- I. Resolution 2023-169 Approve Street Closures for Faribault High School Homecoming Parade
- J. Resolution 2023-170 Approve Street Closures for Bethlehem Academy Homecoming Parade
- K. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License
- L. Resolution 2023-168 Receive/File Feasibility Report and Establish Public Hearing for Airtech 2 Street, Utility and Stormwater Improvements - Contract 2022-07
- M. Accept Quote for Effluent Pump at Water Reclamation Facility
- N. Accept Quote for Blower Controllers at Water Reclamation Facility
- O. Resolution 2023-173 Authorize Execution of a Minor Subdivision Agreement with Home Town Federal Credit Union 1205 Highway 60 W
- P. Resolution 2023-174 Approving the Extension of the Professional Services Agreement for Electrical Inspection Services with Brian L. Grey
- Q. Resolution 2023-175 Authorize the Faribault Fire Department to Apply for the Compeer Financial Emergency Response Equipment Grant
- R. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License

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

Requests to be Heard – None

Public Hearings – None

Items for Discussion

2024 Preliminary Property Tax Levies and Establish the Budget Meeting Date

City Administrator Tim Murray presented the 2024 preliminary budget. In accordance with State Statute, the City Council is required to set a preliminary levy and certify the amount to the County Auditor by September 29, 2023. Following the establishment of a preliminary levy, the levy cannot be increased, but it can be decreased, for final certification in December. Murray stated that the Truth-in-Taxation law requires that the City Council select and announce a future meeting date to review the final budget and that date must be established at the preliminary levy meeting. The final budget must be approved and the levy certified to the County Auditor by December 27, 2023. The final budget can receive input from the public and be approved by the Council at the same meeting. It is recommended that the Council approve the final budget and tax levy at the December 12, 2023 Council meeting.

The proposed 2024 Preliminary Levy amount is \$12,242,233 of which \$874,083 is associated with operating personnel costs, including wages and benefits, for an increase of 9.46%.

Murray explained that the City of Faribault Housing and Redevelopment Authority (HRA) has separate taxing authority provided by Minnesota Statutes. The Statutes provide that the levy for the HRA shall be an amount approved by the governing body of the City, but shall not exceed the specified percent of the estimated market value. As provided by law, the HRA can levy not more than 0.0185 percent of the taxable market value. The HRA requested a levy of \$380,253 an increase of \$51,403 or an increase of 15.63%.

As with the HRA, the Economic Development Authority (EDA) of Faribault has separate taxing authority as well and has requested that the City levy a tax in 2024 for the benefit of the EDA as allowed under Minnesota Statute. The amount of the tax levied may not exceed 0.01813 percent of the estimated market value. The EDA requested the maximum amount, resulting in a \$372,648 levy or an increase of 15.63% or \$50,375.

Councilor Spooner asked what the timing is on the health insurance costs—Murray stated that they should be ready in the next 2-4 weeks, well in advance in December.

Motion by Spooner, seconded by van Sluis to approve Resolution 2023-163 Adopting the 2024 Preliminary Property Tax Levy and Establishing the Budget Meeting Date and carried unanimously.

Motion by Thiele, seconded by Ross to approve Resolution 2023-164 Approving the Faribault Housing and Redevelopment Authority Preliminary Property Tax Levy for Fiscal Year 2024 and carried unanimously.

Motion by Ross, seconded by van Sluis to approve Resolution 2023-165 Approving the Faribault Economic Development Authority Preliminary Property Tax Levy for Fiscal Year 2024 and carried unanimously.

Ordinance 2023-21 Approve Zoning Text Amendments Related to Limited Recycling Collection Centers in Commercial Districts (Second Reading) and Approve Summary Publication of Ordinance 2023-21

Community and Economic Development Director David Wanberg explained that on August 22, 2023, the Faribault City Council approved the first reading of Ordinance 2023-21, which adopts a proposed zoning text amendment to permit limited recycling collection centers in certain commercial zoning districts as a conditional use. The City has received no comments from the public nor made any substantive changes to Ordinance 2023-21 since the first reading.

Motion by van Sluis, seconded by Ross to approve Ordinance 2023-21 Approve Zoning Text Amendments Related to Limited Recycling Collection Centers in Commercial Districts (Second Reading)

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Ross, seconded by Spooner to Approve Summary Publication of Ordinance 2023-21 and carried unanimously.

Resolution 2023-153 Approve a Conditional Use Permit for a Limited Recycling Collection Center at 1001 Division Street

Community and Economic Development Director David Wanberg explained that Ryan Miryala of Reccy Recycling requested a conditional use permit to operate a limited recycling collection center in the Polzin Glass building at 1001 Division Street West. Approval of the conditional use permit was contingent on the City Council's approval of the second reading and publication of Ordinance 2023-21, which allows limited recycling collection centers in specified commercial districts, that was just approved by the Council. The proposed limited recycling collection center will primarily collect e-waste, including computers, gaming systems, cell phones, and the like. The proposed center will also collect some types of household appliances. All recyclable materials would be stored inside the existing building on the site.

The Planning Commission held a public hearing on August 7, 2023, to consider the Applicant's request. No one from the public provided comments. With a unanimous vote, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit request based on the findings and conditions included in the attached Resolution 2023-153.

Mayor Voracek asked if the accessory building that is located on the property will still be allowed, Wanberg stated that the accessory building meets the requirements and will be allowed.

Motion by Ross, seconded by van Sluis to approve Resolution 2023-153 Approve a Conditional Use Permit for a Limited Recycling Collection Center at 1001 Division Street and carried unanimously.

Resolution 2023-171 Approve Preliminary and Final Plat Applications for Warner Addition at 616 and 620 6th Street NW

Community and Economic Development Director David Wanberg stated that Erick Warner of Warn Investments LLC requested approval of a preliminary and final plat of Warner Addition, a subdivision that re-plats two residential lots to create four twin home lots in the R-3, Medium Density Residential District at 616 and 620 6th Street NW.

The Planning Commission at its meeting on August 21, 2023 held a public hearing to consider the requests. One of the neighboring property owners expressed concern that the subdivision would increase density in the area. The commissioners responded to the concern indicating that even without approval of the requested subdivision, two duplexes could be built on the site. The subdivision will simply allow the developer to sell each unit separately on its own lot. The Planning Commission, by a vote of 5-0, recommended that the City Council approve Resolution 2023-171 based on the findings in the resolution.

Councilor Doumbouya raised concerns in regards to parking, Wanberg explained that parking is consistent with the ordinance, and parking is available in the garage as well as in the driveway. Mayor Voracek asked how deep the house would be set on the lot, Wanberg stated the building would be set at 25-foot setback going back about 44-feet plus an additional 16-feet, and they will still have a large backyard.

Motion by Thiele, seconded by Caron to approve Resolution 2023-171 Approve Preliminary and Final Plat Applications for Warner Addition at 616 and 620 6th Street NW and carried unanimously.

Resolution 2023-172 Approve Preliminary and Final Plat Applications for Ronald F. Carlsen Addition at 1810 30th Street NW

Community and Economic Development Director David Wanberg explained that Ron Carlsen requested approval of a preliminary and final plat of the Ronald F. Carlsen Addition, which plats a roughly one-acre parcel in the C-2, Highway Commercial District at 1810 30th Street NW per a letter of understanding signed in 1998.

The Planning Commission at its meeting of August 21, 2023, after proper notice, held a public hearing to consider the Applicant's requests. No one from the public provided comments regarding the

Applicant's request. The Planning Commission, by a vote of 5-0, recommended that the City Council approve Resolution 2023-172 based on the findings in the resolution.

Motion by Doumbouya, seconded by Ross to approve Resolution 2023-172 Approve Preliminary and Final Plat Applications for Ronald F. Carlsen Addition at 1810 30th Street NW and carried unanimously.

Bids

Resolution 2023-166 Accept Bids for 2023 Hydrant and Valve Replacement - Contract 2023- 14

City Engineer Mark DuChene explained that on Thursday, September 7, 2023, bids were received for the proposed 2023 Hydrant and Valve Replacement, Contract 2023-14, including removals and replacement of aging hydrants and gate valves that are reaching the end of their useful life and need replacing prior to future street reconstruction projects.

The bids were tabulated as follows:

BCM Construction, Inc., Faribault, MN	\$105,950.00
Schumacher Excavating, Inc., Zumbrota, MN	\$138,845.00
Heselton Construction, Faribault, MN	\$167,862.00
Engineer's Estimate	\$105,470.00

Based on the low bidder's prices, the estimated funding for the project including a 5% contingency and engineering fees will come from the Water Utility Fund.

DuChene recommended to award to the low bidder, BCM Construction, Inc., Faribault, MN. Construction on the project is scheduled to be substantially completed by mid-November.

Motion by Ross, seconded by Thiele to approve Resolution 2023-166 Accept Bids for 2023 Hydrant and Valve Replacement - Contract 2023- 14 and carried unanimously.

Resolution 2023-167 Accept Bids for 2023 Demolition of 422 Park Avenue - Contract 2023- 15

City Engineer Mark DuChene explained that on Thursday, September 7, 2023, bids were received for the proposed 2023 Demolition of 422 Park Avenue, Contract 2023-15.

The bids were tabulated as follows:

Fitzgerald Excavating & Trucking, Goodhue, MN	\$14,300.00
Timm's Trucking, Morristown, MN	\$20,300.00
Schumacher Excavating Inc., Zumbrota, MN	\$24,000.00
BCM Construction, Inc., Faribault, MN	\$28,300.00
G Urban Companies, Inc., St. Paul, MN	\$30,000.00
Engineer's Estimate	\$30,000.00

Based on the low bidder's prices, the estimated funding for the project including a 5% contingency and engineering fees will come from the Street Improvement Fund.

DuChene recommended to award to the low bidder, Fitzgerald Excavating & Trucking. Construction on the project is scheduled to be substantially completed by mid-November.

Motion by van Sluis, seconded by Doumbouya to approve Resolution 2023-167 Accept Bids for 2023 Demolition of 422 Park Avenue - Contract 2023- 15 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

City Administrator Tim Murray stated that there is a community center task force meeting at 6:00 p.m. on Thursday.

Mayor Voracek will be attending meetings in Perham and St. Joseph on Wednesday and Thursday.

Adjournment

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

The meeting was adjourned at 6:41 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: September 26, 2023
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$2,606,954.16, which includes check numbers 178806 to 178902 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. 09-26-2023 Council AP List

AP
AP Council Approval 09-26-2023



User: astadler
Printed: 9/21/2023 12:40:19 PM

Check Num	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	4,669.99	August Electrical Inspections
	5 Star Inspections Inc		4,669.99	
178818	Able Hose & Rubber LLC	602-49480-000-42210	460.00	4 Inch Suction Hose
	Able Hose & Rubber LLC		460.00	
178819	Amazon Capital Services	101-45500-450-43130	9.45	Fabric for Crandall Display
178819	Amazon Capital Services	602-49480-000-42410	22.98	Meter Hanger
178819	Amazon Capital Services	101-42210-420-42020	25.98	iPad Charging Cord
178819	Amazon Capital Services	602-49480-000-42110	58.99	Hand Soap
178819	Amazon Capital Services	101-41350-410-42020	36.00	Portable Bluetooth Microphones/Phone Stabilizer
178819	Amazon Capital Services	101-45500-450-43130	41.24	Paper Products for Crandall Celebration
178819	Amazon Capital Services	101-45500-450-42010	29.69	Adventure Kit Storage Boxes
178819	Amazon Capital Services	101-45110-450-42010	19.73	2024 Calendar Refill
178819	Amazon Capital Services	101-41320-410-42420	255.99	Scanner-H Slechta
178819	Amazon Capital Services	101-45500-450-42190	96.81	Books
178819	Amazon Capital Services	101-42220-420-42110	22.98	Hardshell Case for OD Kit
178819	Amazon Capital Services	101-45140-450-42110	96.97	Mouth Guards for Youth Football
178819	Amazon Capital Services	101-45500-450-42190	47.71	Books
178819	Amazon Capital Services	101-45500-450-42010	48.00	Laminating Film
178819	Amazon Capital Services	101-42700-420-42110	56.89	Charger for Motorola Radios
178819	Amazon Capital Services	101-45500-450-42010	29.99	Lamp for Bob's Work Station
178819	Amazon Capital Services	101-45500-450-42190	16.99	Books
178819	Amazon Capital Services	101-43121-430-42110	40.53	Planner - Ipad Charger - Label Tape
	Amazon Capital Services		956.92	
178820	American Red Cross	101-45130-450-43131	252.00	Public Lifeguard Certifications
	American Red Cross		252.00	

Check Numb	Last Name	Acct 1	Amount	Description
178821	Andrist Cheri & Tom	601-00000-000-20200	94.78	Refund Check 012440-001, 720 8 St NW
	Andrist Cheri & Tom		94.78	
0	APG Media of Southern Minnesota LLC	270-46500-462-43070	66.82	Financial Disclosure
0	APG Media of Southern Minnesota LLC	272-46500-462-43070	66.82	Financial Disclosure
0	APG Media of Southern Minnesota LLC	267-46500-462-43070	66.83	Financial Disclosure
0	APG Media of Southern Minnesota LLC	266-46500-462-43070	66.82	Financial Disclosure
0	APG Media of Southern Minnesota LLC	263-46500-462-43070	66.83	Financial Disclosure
0	APG Media of Southern Minnesota LLC	271-46500-462-43070	66.83	Financial Disclosure
	APG Media of Southern Minnesota LLC		400.95	
178822	Aspen Mills	101-42110-420-42180	125.11	Uniform Pants / B Gliem
178822	Aspen Mills	101-42123-420-42180	125.00	Uniform Pants / J Holm
	Aspen Mills		250.11	
0	Auto Value Parts Store	101-43121-430-42210	278.00	Batteries - Street #110
0	Auto Value Parts Store	101-41940-410-42210	201.21	Starter for Dodge Ram 1500 Pickup
0	Auto Value Parts Store	601-49430-000-42210	67.99	Fan Belt Generator 16
0	Auto Value Parts Store	101-45200-450-42210	57.00	Fuel Filter
0	Auto Value Parts Store	101-41940-410-42210	-72.22	Credit for Starter Core
	Auto Value Parts Store		531.98	
178823	Axon Enterprise Inc	101-42110-420-42020	35.45	USB Cable
178823	Axon Enterprise Inc	101-42123-420-44160	20,898.00	Fleet Cam Storage - Evidence.Com
	Axon Enterprise Inc		20,933.45	
178824	Baker & Taylor Entertainment	101-45500-450-42190	326.63	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	441.60	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	107.84	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	540.23	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	875.82	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	9.77	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	92.26	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	17.38	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	401.39	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	649.53	Books
178824	Baker & Taylor Entertainment	101-45500-450-42190	518.66	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Baker & Taylor Entertainment		3,981.11	
178825	Beau Chant Community Choir	210-46100-410-44383	5,000.00	Donation Towards Concerts/Performances
	Beau Chant Community Choir		5,000.00	
0	BHE Renewables	602-49480-000-43810	13,259.13	Solar Energy - July
	BHE Renewables		13,259.13	
178826	Bituminous Materials LLC	477-43121-430-45302	218,907.21	2023-02 Pay Req 4
	Bituminous Materials LLC		218,907.21	
0	Bolton & Menk Inc	290-46500-462-43090	20,925.50	Faribault/TH 60 West Concept Planning
	Bolton & Menk Inc		20,925.50	
0	Border States Industries Inc	601-49430-000-42210	318.30	Relay for Water Tower Booster
0	Border States Industries Inc	602-49480-000-42410	21.97	GFCI Tester
	Border States Industries Inc		340.27	
178827	Broadcast Music Inc	101-45110-450-44390	421.00	Annual Music License Fee Account 2323095
	Broadcast Music Inc		421.00	
178828	Brooks Phillip & Kim	601-00000-000-20200	15.99	Refund Check 015681-004, 1105 Central Ave
	Brooks Phillip & Kim		15.99	
0	Buendorf Deni	101-45500-450-43310	36.00	MLA Conference Per Diem
	Buendorf Deni		36.00	
178807	c/o Teledoc Inc Healthiest You	101-00000-000-21707	870.00	Healthiest You - September 2023
	c/o Teledoc Inc Healthiest You		870.00	
0	Caldwell Tanks, Inc.	601-49430-000-45300	45,125.00	2019-12B Pay Req 10

Check Numb	Last Name	Acct 1	Amount	Description
	Caldwell Tanks, Inc.		45,125.00	
178829	Canon Financial Services Inc	101-42210-420-44160	68.46	Copier Charges
178829	Canon Financial Services Inc	101-43121-430-44160	110.14	PW Copier Rent 9/1/23-9/30/23
178829	Canon Financial Services Inc	602-49450-000-44160	11.46	PW Copier Rent 9/1/23-9/30/23
178829	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
178829	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Charges 9/1/23-9/30/23
178829	Canon Financial Services Inc	601-49430-000-44160	11.46	PW Copier Rent 9/1/23-9/30/23
178829	Canon Financial Services Inc	603-49500-000-44160	1.63	PW Copier Rent 9/1/23-9/30/23
178829	Canon Financial Services Inc	101-41910-410-44160	100.98	Copier 3rd Floor (45%)
178829	Canon Financial Services Inc	240-46210-460-44160	123.43	Copier 3rd Floor (55%)
178829	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
	Canon Financial Services Inc		1,020.95	
178830	Cedar Lake Electric Inc	101-00000-000-20820	2.00	Refund Electrical Permit# 2023-01033 & Permit #2023-01034 Surcha
178830	Cedar Lake Electric Inc	101-00000-420-32220	80.00	Refund Electrical Permit# 2023-01033 & Permit #2023-01034
	Cedar Lake Electric Inc		82.00	
178831	Cemstone Products Co Inc	101-45200-450-44050	1,549.00	Concrete at Bell Field
	Cemstone Products Co Inc		1,549.00	
178832	CenturyLink	902-00000-000-23935	-305.80	507 Z01-0018 863 Monthly Phone Bill
178832	CenturyLink	225-49810-430-43210	59.36	507-334-7494 946 Airport
178832	CenturyLink	902-00000-000-23935	305.80	507 Z01-0018 863 Monthly Phone Bill
178832	CenturyLink	225-49810-430-43210	68.36	507-334-2850 219
178832	CenturyLink	101-41940-410-43210	325.00	City Hall - September
178832	CenturyLink	902-00000-000-23935	782.64	Monthly Service 09/13/2023-10/12/2023
178832	CenturyLink	101-41940-410-43210	59.36	507-334-8409 948
178832	CenturyLink	101-45500-450-43210	47.97	507 334-0138 069 Elevator Phone
178832	CenturyLink	902-00000-000-23935	-782.64	Monthly Service 09/13/2023-10/12/2023
178832	CenturyLink	602-49450-000-43210	299.03	507-334-0586 787
178832	CenturyLink	101-42210-420-43210	127.72	507-334-0486 496
178832	CenturyLink	225-49810-430-43210	59.36	507-334-3495 952 Airport
178832	CenturyLink	601-49430-000-43210	80.98	507-332-9045 313 Sensus Back-up Dialer
178832	CenturyLink	101-41940-410-43210	286.30	507-332-2400 019
178833	CenturyLink	101-41940-410-43210	12.60	Monthly Phone Bill - August
	CenturyLink		1,426.04	

Check Numb	Last Name	Acct 1	Amount	Description
178834	Chadderdon Lumber	101-45200-450-42110	29.97	Re-Rod
	Chadderdon Lumber		29.97	
178835	Chamber Trust	101-45110-450-43140	1,423.00	Faribault Future Tuition-Devin P
	Chamber Trust		1,423.00	
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
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	603-49500-000-44060	6.43	Uniform Cleaning
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Cleaning
0	Cintas Corporation	602-49450-000-42170	18.46	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42170	2.48	Safety Cabinet Restock
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Services - Mops
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	48.44	Mats and Towels
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning
0	Cintas Corporation	601-49430-000-42170	18.46	Safety Cabinet Restock
0	Cintas Corporation	101-43121-430-42170	167.69	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42170	2.62	Safety Cabinet Restock
0	Cintas Corporation	601-49430-000-42170	17.45	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Cleaning
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	602-49480-000-44060	6.43	Mats
0	Cintas Corporation	101-43126-430-42170	177.36	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	602-49450-000-42170	17.45	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
	Cintas Corporation		850.19	
178808	City of Faribault	101-00000-000-11500	41.67	PR Batch 00518.09.2023 Miscellaneous
178836	City of Faribault	602-49480-000-43860	256.94	005003-019 214 14 St NE
178836	City of Faribault	225-49810-430-43820	13.81	005003-005 Airport Terminal
178836	City of Faribault	902-00000-000-23935	-4,706.64	Water/Sewer - August
178836	City of Faribault	602-49480-000-43820	537.76	005003-019 214 14 St NE

Check Numb	Last Name	Acct 1	Amount	Description
178836	City of Faribault	211-46310-460-43820	30.69	005003-000 16 1 St SE
178836	City of Faribault	601-49430-000-43850	259.25	005003-032 812 8 Ave NW (New Water Plant)
178836	City of Faribault	101-45127-450-43820	3,107.69	005003-030 705 17 St SW-Irrigation
178836	City of Faribault	873-49499-000-43850	3,883.96	Roberds Lake SIU Bill - August
178836	City of Faribault	225-49810-430-43850	10.00	005003-005 Airport Terminal
178836	City of Faribault	602-49480-000-43820	13.81	005003-022 214 14 St NE
178836	City of Faribault	225-49810-430-43820	19.04	005003-004 3401 Hwy 21 W
178836	City of Faribault	211-46310-460-43850	40.93	005003-000 16 1 St SE
178836	City of Faribault	101-45127-450-43820	26.47	005003-043 705 17 St SW
178836	City of Faribault	101-45127-450-43850	12.84	005003-043 705 17 St SW
178836	City of Faribault	211-46310-460-43860	7.48	005003-000 16 1 St SE
178836	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - August
178836	City of Faribault	101-45127-450-43860	41.36	005003-043 705 17 St SW
178836	City of Faribault	902-00000-000-23935	4,706.64	Water/Sewer - August
178836	City of Faribault	225-49810-430-43860	311.77	005003-004 3401 Hwy 21 W
178836	City of Faribault	225-49810-430-43850	16.80	005003-004 3401 Hwy 21 W
City of Faribault			9,226.27	
178837	Clean Choice Energy	101-43160-430-43810	0.19	3041165101904 Grant St
178837	Clean Choice Energy	101-43170-430-43810	1.37	3034532651500 7th St NW Signal Lights
178837	Clean Choice Energy	101-43160-430-43810	0.14	3041165121000 Lyndale Ave S
178837	Clean Choice Energy	101-43160-430-43810	0.17	304116511800 Lyndale Ave SW
178837	Clean Choice Energy	101-45127-450-43810	0.87	304160080705 17 St SW (Soccer Complex)
178837	Clean Choice Energy	101-43160-430-43810	0.08	3043806371690 Highway 60W Street Lighting
178837	Clean Choice Energy	101-45200-450-43810	0.38	302261595920 9th Ave SW
178837	Clean Choice Energy	101-43160-430-43810	1.93	3041576453305 Highway 60
178837	Clean Choice Energy	101-43170-430-43810	0.16	3041315032200 30 St NW Signal Lights
178837	Clean Choice Energy	101-43160-430-43810	1.18	3041576321602 2nd Ave NW
178837	Clean Choice Energy	101-45500-450-43810	12.89	30234228711 Division St E (Library)
178837	Clean Choice Energy	902-00000-000-23935	-9,400.48	Solar Bill - July
178837	Clean Choice Energy	602-49450-000-43810	0.13	3027721851150 Willow St Lift Station
178837	Clean Choice Energy	101-43160-430-43810	1.50	303661815495 Heritage Place
178837	Clean Choice Energy	902-00000-000-23935	9,400.48	Solar Bill - July
178837	Clean Choice Energy	601-49430-000-43810	24.07	3039299721904 Fairgrounds Dr Well
178837	Clean Choice Energy	101-45126-450-43810	807.27	303373970117 Shumway Ave
178837	Clean Choice Energy	101-45200-450-43810	1,003.31	3025764661815 Alexander Dr
178837	Clean Choice Energy	101-45200-450-43810	1.34	304017445900 Lyndale Ave N
178837	Clean Choice Energy	101-45200-450-43810	22.95	303239611330 9th Ave SW Sr High Tennis Cts
178837	Clean Choice Energy	101-43160-430-43810	499.06	302767481210 3 St NE St Light
178837	Clean Choice Energy	101-43170-430-43810	0.26	3042653021990A Lyndale Ave N Signal
178837	Clean Choice Energy	101-45200-450-43810	0.12	3023211021000 7th Ave SW
178837	Clean Choice Energy	602-49450-000-43810	1.08	3036919802219 Grant St NW Lift Station

Check Numb	Last Name	Acct 1	Amount	Description
178837	Clean Choice Energy	101-43170-430-43810	1.31	3025252474050 Highway 60W Signal Lights
178837	Clean Choice Energy	101-45200-450-43810	47.68	303510224520 3rd St NW (Central Pk Bandstand)
178837	Clean Choice Energy	101-42210-420-43810	1,355.22	302527702122 2nd St NW (Fire Hall)
178837	Clean Choice Energy	601-49430-000-43810	5,595.29	302969048350 Alexander Park Well #6
178837	Clean Choice Energy	101-45200-450-43810	0.47	3043066891800 Alexander Dr Concession Stand
178837	Clean Choice Energy	602-49450-000-43810	20.06	303203605319 Lind St Lift Station
	Clean Choice Energy		9,400.48	
178809	Colonial Life	101-00000-000-21711	80.00	PR Batch 00518.09.2023 Short Term Disability
	Colonial Life		80.00	
178838	Community Co-op Oil Assn	101-00000-000-15520	12,636.84	Unleaded Fuel
178838	Community Co-op Oil Assn	101-43121-430-42220	831.76	Tires - Street #518
178838	Community Co-op Oil Assn	601-49430-000-42120	21.55	Non Oxy Fuel
178838	Community Co-op Oil Assn	602-49450-000-44040	25.00	Tire Repair
178838	Community Co-op Oil Assn	101-00000-000-15520	13,153.42	Diesel Fuel
178838	Community Co-op Oil Assn	101-43121-430-44040	108.95	Tire Repair - Street #398
178838	Community Co-op Oil Assn	101-45200-450-44040	13.00	Tire Repair
178838	Community Co-op Oil Assn	101-45200-450-44040	13.00	Tire Repair
178838	Community Co-op Oil Assn	101-45200-450-44040	35.00	Tire Repair
178838	Community Co-op Oil Assn	101-45122-450-42120	19.96	Lawn Mower Gas
	Community Co-op Oil Assn		26,858.48	
178839	Core & Main LP	601-49430-000-42110	490.00	Water Meter Radios
178839	Core & Main LP	601-49430-000-42110	2,022.00	Hydrant Extension Kits
178839	Core & Main LP	601-49430-000-42110	792.00	Water Meter Radios
	Core & Main LP		3,304.00	
0	CovertTrack Group Inc	101-42121-420-43095	603.25	Tracking Service
	CovertTrack Group Inc		603.25	
0	Crane Creek Asphalt	101-43125-430-42240	6,748.65	Asphalt and Tack
0	Crane Creek Asphalt	404-45200-450-44050	2,269.41	Asphalt Repairs
0	Crane Creek Asphalt	477-43121-430-45303	581,707.53	2023-03 Pay Req 2
0	Crane Creek Asphalt	404-45200-450-44050	1,808.95	Asphalt Trail Repairs
0	Crane Creek Asphalt	101-43121-430-42240	500.00	Tack
0	Crane Creek Asphalt	101-43121-430-42240	3,684.62	Asphalt

Check Numb	Last Name	Acct 1	Amount	Description
	Crane Creek Asphalt		596,719.16	
178840	Creative Co-Op	101-41940-410-42110	64.00	Garbage Bags
	Creative Co-Op		64.00	
0	Culligan	101-45500-450-44010	110.25	Solar Salt
0	Culligan	101-45500-450-44160	40.50	Drinking Equip Rental
	Culligan		150.75	
0	Dakota Supply Group	601-49430-000-42110	946.81	PVC Pipe
0	Dakota Supply Group	601-49430-000-42110	2,243.30	Hydrant Stand Pipe Conversion
0	Dakota Supply Group	601-49430-000-42110	1,048.74	6 Inch Couplings
0	Dakota Supply Group	601-49430-000-42110	2,030.87	12x20 PVC Pipe
0	Dakota Supply Group	601-49430-000-42110	2,372.19	12 Inch Coupler
	Dakota Supply Group		8,641.91	
0	Eckberg Lammers PC	101-41610-410-43045	13,034.00	Prosecution Retainer
	Eckberg Lammers PC		13,034.00	
0	Edelmann & Associates Inc	101-43121-430-42210	86.82	Pressure Regulator Spring - Street #318
	Edelmann & Associates Inc		86.82	
0	Electric Pump Inc	602-49480-000-42210	572.33	Transfer Pump Packing
	Electric Pump Inc		572.33	
178841	Emergency Automotive Technologies Inc	101-42121-420-42410	2,319.42	Buildout / #19
	Emergency Automotive Technologies Inc		2,319.42	
0	Empower Retirement-HCSP	101-00000-000-21720	1,636.25	PR Batch 00518.09.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		1,636.25	
0	Enterprise FM Trust	101-42123-420-44160	838.23	Monthly Lease / #3
0	Enterprise FM Trust	101-42123-420-44160	3,967.61	Monthly Lease - Upfront MN Tax / #20
0	Enterprise FM Trust	101-42121-420-44160	656.96	Monthly Lease / #19

Check Numb	Last Name	Acct 1	Amount	Description
0	Enterprise FM Trust	101-42123-420-44160	1,603.60	Partial Lease - Monthly Lease - Admin Costs / #6
0	Enterprise FM Trust	101-42700-420-44160	750.29	Monthly Lease / #8
0	Enterprise FM Trust	101-42110-420-44160	650.54	Monthly Lease / #22
0	Enterprise FM Trust	101-42121-420-44160	732.59	Monthly Lease / #1
0	Enterprise FM Trust	101-42121-420-44160	1,319.76	Partial Lease - Monthly Lease - Admin Costs - Registration Fee /
0	Enterprise FM Trust	101-42123-420-44160	924.53	Partial Lease - Monthly Lease - Registration / #16
	Enterprise FM Trust		11,444.11	
178842	Faribault Ace Hardware	602-49480-000-42110	91.72	Mouse Traps/Santeen
178842	Faribault Ace Hardware	602-49480-000-42110	31.46	Toilet Cleaner/Vacuum Filter
178842	Faribault Ace Hardware	602-49480-000-42410	119.99	Shop Vac
178842	Faribault Ace Hardware	602-49480-000-42110	64.98	Digester 2 Bolts
178842	Faribault Ace Hardware	101-45122-450-42110	6.55	Scraper for Community Center
178842	Faribault Ace Hardware	101-42210-420-42230	8.09	Hand Soap
178842	Faribault Ace Hardware	101-45200-450-42110	18.85	Fasteners
178842	Faribault Ace Hardware	602-49480-000-42110	34.17	Fire Caulk & Paper Towels
178842	Faribault Ace Hardware	101-45122-450-42230	34.18	Rope and Disinfectant Sprayer
178842	Faribault Ace Hardware	602-49480-000-42210	17.60	Air Relief Valve
178842	Faribault Ace Hardware	602-49480-000-42110	14.91	T Handle Flue Brush
178842	Faribault Ace Hardware	101-41940-410-42110	3.50	Wasp Spray
178842	Faribault Ace Hardware	101-41940-410-42230	47.76	Paint - Roller - Tape
178842	Faribault Ace Hardware	101-45200-450-42110	12.12	Corner Braces/Hardware
178842	Faribault Ace Hardware	101-43190-430-42110	34.19	Marking Wand
178842	Faribault Ace Hardware	101-41940-410-42110	-12.59	Return Light Bulbs
178842	Faribault Ace Hardware	101-42220-420-42110	8.09	Ziploc Bags
	Faribault Ace Hardware		535.57	
178843	Faribault Ice Arena Association	101-45130-450-42110	386.68	City of Faribault Logo for Ice Arena
	Faribault Ice Arena Association		386.68	
178844	Faribault Post Office	602-49480-000-43220	1,240.58	Utility Bills - September
178844	Faribault Post Office	603-49500-000-43220	1,240.57	Utility Bills - September
178844	Faribault Post Office	601-49430-000-43220	1,240.58	Utility Bills - September
	Faribault Post Office		3,721.73	
178845	Faribault Rental Equipment Inc	101-45130-450-43131	162.00	Dunk Tank Rental for Night to Unite
	Faribault Rental Equipment Inc		162.00	

Check Num	Last Name	Acct 1	Amount	Description
178846	Faribault Veterinary Clinic	101-42700-420-43090	141.00	Care of Stray / #23-2354
	Faribault Veterinary Clinic		141.00	
0	Fastenal Company	602-49480-000-42410	193.89	Drill Handle/Bits
0	Fastenal Company	101-42400-420-42110	69.14	Shoe Covers
	Fastenal Company		263.03	
178847	Faul Kiri Ann	101-42110-420-43090	800.00	Officer Wellness - Wellness Funds
178847	Faul Kiri Ann	101-00000-000-10100	800.00	Officer Wellness - Wellness Funds
178847	Faul Kiri Ann	101-00000-000-10108	-800.00	Officer Wellness - Wellness Funds
	Faul Kiri Ann		800.00	
0	FCTV	101-41110-410-44383	13,347.00	Non-Profit Civic Organization Payment
	FCTV		13,347.00	
178848	Fitzpatrick James	601-00000-000-20200	97.04	Refund Check 021054-000, 421 3 St NE
	Fitzpatrick James		97.04	
178849	Flom Septic & Drain Inc	601-49430-000-44050	9,200.00	Water Service Replacement 1024 7th Ave SW Petition & Waiver
	Flom Septic & Drain Inc		9,200.00	
0	From The Ground Up LLC	101-45200-450-43090	614.40	Turf Program
	From The Ground Up LLC		614.40	
178850	Garcia Laura	601-00000-000-20200	12.69	Refund Check 020507-001, 722 6 St NW
	Garcia Laura		12.69	
178851	Glenn's Service LLC	101-41940-410-44040	90.00	Tow Dodge Ram 1500
178851	Glenn's Service LLC	101-42121-420-44040	120.00	Mount and Balance Tires / #7
178851	Glenn's Service LLC	101-42121-420-44040	102.50	Tire Repair / K9 Explorer
	Glenn's Service LLC		312.50	
0	Godfather's Pizza	101-45125-450-42990	70.40	Pizza for Resale at Aquatic Center

Check Numb	Last Name	Acct 1	Amount	Description
	Godfather's Pizza		70.40	
0	Grainger Inc	101-45110-450-42010	18.36	Binder
0	Grainger Inc	101-45126-450-42230	98.11	Safety Relief Valve for Washington Rec Center Boiler
0	Grainger Inc	602-49480-000-42170	279.32	Shock Absorbing Lanyards
0	Grainger Inc	101-45122-450-42110	51.09	Casters for Community Center Cart
0	Grainger Inc	602-49480-000-42110	28.57	Flue Brush Handle
0	Grainger Inc	602-49480-000-42110	41.11	Soap Dispenser
	Grainger Inc		516.56	
0	Green Kristina	601-49430-000-42030	210.00	Printed Decals for Water Meter Radios
	Green Kristina		210.00	
0	Guardian Fleet Safety	101-42123-420-42410	13,932.70	Buildout / #24
0	Guardian Fleet Safety	215-42123-420-42410	6,559.79	Buildout / #24
0	Guardian Fleet Safety	101-42121-420-42410	4,291.34	Buildout / #12
	Guardian Fleet Safety		24,783.83	
0	Hawkins Inc	101-45125-450-42160	60.00	Pool Chemical Tank Demurrage
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	602-49480-000-42160	11,826.05	Ferric Chloride
0	Hawkins Inc	601-49430-000-42160	5,203.97	Sodium Permanganate Sodium Silicate
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine WTP
	Hawkins Inc		19,470.02	
178852	Healy Construction Company Inc	401-43121-430-44050	1,767.48	2023-01 Pay Req 3
	Healy Construction Company Inc		1,767.48	
0	Heiman Fire Equipment	101-42220-420-42210	32.20	5" Pressure Gasket #2155
0	Heiman Fire Equipment	101-42220-420-42410	1,154.24	Mutual Aid Hydrant Adapters
	Heiman Fire Equipment		1,186.44	
178853	Heselton Construction LLC	601-49430-000-44050	9,685.25	Watermain Break Repair 10th St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Heselton Construction LLC		9,685.25	
178854	Hy-Vee - Accounts Receivable	101-43121-430-42110	26.94	Water
	Hy-Vee - Accounts Receivable		26.94	
0	I & S Group Inc	437-41940-410-43090	3,000.00	Facilities Maintenance Study
0	I & S Group Inc	437-41940-410-45200	2,040.00	City Hall Remodel Const Admin & Bid Assistance
	I & S Group Inc		5,040.00	
178810	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00518.09.2023 IAFF Local 665
	IAFF Local 665		720.00	
178855	IFACS	101-45200-450-42110	13.02	Stainless Steel Washers
	IFACS		13.02	
0	Imperial Supplies Holdings Inc	101-43126-430-42110	277.04	Sandblast Media - Shop
0	Imperial Supplies Holdings Inc	101-43126-430-42110	526.08	Pressure Gauges - Shop
0	Imperial Supplies Holdings Inc	101-43121-430-42210	115.39	Pintle Hitch/Snap Pins - Street #518
0	Imperial Supplies Holdings Inc	101-43126-430-42410	2,636.48	Sandblast Cabinet
	Imperial Supplies Holdings Inc		3,554.99	
0	Innovative Office Solutions LLC	101-41510-410-42010	54.09	Calculator Ribbon and Calendars
0	Innovative Office Solutions LLC	101-45110-450-42010	46.29	Tape - Pens - Highlighters
0	Innovative Office Solutions LLC	101-45110-450-42010	41.86	Padded Envelopes
0	Innovative Office Solutions LLC	101-45110-450-42010	61.16	Calendars
	Innovative Office Solutions LLC		203.40	
0	Insty-Prints	101-41320-410-42030	37.53	Printer Paper-Marketing Mat'ls-Foreign Direct Investment
	Insty-Prints		37.53	
0	Internal Revenue Service	101-00000-000-21704	969.22	PR Batch 00552.09.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21701	38,662.25	PR Batch 00518.09.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	17,155.71	PR Batch 00518.09.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,178.95	PR Batch 00518.09.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	17,155.71	PR Batch 00518.09.2023 FICA Employee

Check Numb	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21704	6,178.95	PR Batch 00518.09.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	969.22	PR Batch 00552.09.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	6,384.35	PR Batch 00552.09.2023 Federal Income Tax
	Internal Revenue Service		93,654.36	
178811	IUOE Local 70	101-00000-000-21708	1,954.00	PR Batch 00518.09.2023 Local 70 Union Dues
	IUOE Local 70		1,954.00	
0	James Delane	101-45500-450-43310	36.00	MLA Conference Per Diem
	James Delane		36.00	
178856	Jandro Trust Gail	601-00000-000-20200	31.29	Refund Check 009441-011, 422 Park Ave NW
	Jandro Trust Gail		31.29	
178857	K & C Construction	101-45200-450-44050	2,000.00	Concrete
	K & C Construction		2,000.00	
0	Kennedy & Graven, Chartered	290-46500-462-43040	1,245.50	FA105-00469 Downtown Investment Group Matter
0	Kennedy & Graven, Chartered	602-49450-000-45300	173.20	FA105-00487 2023 Street Reconstruction Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	43.30	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	742.00	FA105-00464 Tru Vue Development Matter
0	Kennedy & Graven, Chartered	437-41940-410-45200	1,828.50	FA105-00494 City Hall Renovations
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,527.20	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	329.00	FA105-00493 1101 Division Street West Minor Subdivision
0	Kennedy & Graven, Chartered	280-46310-461-43040	129.90	HRA Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	318.00	FA105-00458 TIF Matters for Riverchase Development
0	Kennedy & Graven, Chartered	476-43121-430-45300	2,756.69	FA105-00478 Purchase of 422 Park Avenue NW
0	Kennedy & Graven, Chartered	101-41610-410-43040	73.60	FA105-00474 2023 Planning Commission Meetings
0	Kennedy & Graven, Chartered	290-46500-462-43040	86.60	EDA General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	184.00	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	53.00	FA105-00445 TIF Matters for Farmer Seed & Nursery
0	Kennedy & Graven, Chartered	101-00000-000-22000	159.00	FA105-00495 Hometown Credit Union Lot Combination
0	Kennedy & Graven, Chartered	101-00000-000-22000	291.50	FA105-0048-128 8th Ave NW Lot Comb for Surad Academy
0	Kennedy & Graven, Chartered	101-41610-410-43040	239.20	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	185.50	FA105-00481 2023 Faribault Sage Tax Abatement
0	Kennedy & Graven, Chartered	280-46310-461-43040	334.45	General Matters/Faribo Downtown Central Project/ HRA Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	53.00	FA105-00457 TIF Matters for Aleph Development Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,453.60	FA105-00063 Police Department Matters

Check Num	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-41610-410-43040	185.50	FA105-00322 Carlson Addition
0	Kennedy & Graven, Chartered	101-41610-410-43040	754.40	FA105-00473 2023 City Council Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	636.00	FA105-00489 - Warner Project on 616-620 Sixth St NW
0	Kennedy & Graven, Chartered	601-49430-000-43040	216.50	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	280-46310-461-43040	1,818.60	General Matters for HRA
0	Kennedy & Graven, Chartered	101-00000-000-22000	106.00	FA105-00457 -Planning for Aleph Development Project
0	Kennedy & Graven, Chartered	271-46500-462-43070	53.00	FA105-00378 Straight River Apartment Project
	Kennedy & Graven, Chartered		15,976.74	
0	Keystone Interpreting Solutions Inc	101-45500-450-43090	139.70	ASL Interpreting for SRP
	Keystone Interpreting Solutions Inc		139.70	
178858	Klemensen Jon	101-45200-450-43090	805.83	Mowing Contract
178858	Klemensen Jon	101-45126-450-43090	183.33	Mowing Contract
178858	Klemensen Jon	101-45127-450-43090	1,314.67	Mowing Contract
	Klemensen Jon		2,303.83	
0	Kolling Matthew	101-42123-420-43310	66.00	Per Diem / RDS Train the Trainer
	Kolling Matthew		66.00	
0	KorTerra Inc	603-49500-000-43095	1,437.66	Locate Software Service Fee 9/14/23-9/13/24
0	KorTerra Inc	601-49430-000-43095	1,437.67	Locate Software Service Fee 9/14/23-9/13/24
0	KorTerra Inc	602-49450-000-43095	1,437.67	Locate Software Service Fee 9/14/23-9/13/24
	KorTerra Inc		4,313.00	
178859	Lamperts	101-45200-450-42110	47.79	Treated Lumber/Shims
	Lamperts		47.79	
178860	Larson Milo	101-00000-000-10108	-49.00	Peer Support Brochures-Corrected-Pd from Wellness Funds
178860	Larson Milo	101-42110-420-43130	49.00	Peer Support Brochures-Corrected-Pd from Wellness Funds
178860	Larson Milo	101-42400-420-42110	9.75	Manuals
178860	Larson Milo	101-00000-000-10100	49.00	Peer Support Brochures-Corrected-Pd from Wellness Funds
	Larson Milo		58.75	
178812	Law Enforcement Labor Services Inc	101-00000-000-21708	1,552.50	PR Batch 00518.09.2023 LELS 357 Union Dues

Check Numb	Last Name	Acct 1	Amount	Description
	Law Enforcement Labor Services Inc		1,552.50	
178861	Loffler Companies Inc	101-41910-410-44160	111.14	3rd Floor Overage/Maint Charges 50%
178861	Loffler Companies Inc	240-46210-460-44160	111.13	3rd Floor Overage/Maint Charges 50%
178861	Loffler Companies Inc	101-42400-420-44160	59.07	Copier Charges 8/1/23-8/31/23
178861	Loffler Companies Inc	101-42210-420-44160	26.86	Copy Machine Charges
	Loffler Companies Inc		308.20	
178862	Lube-Tech Reliable Plus Inc	601-49430-000-44010	53.87	Spinner Arch Repair on Wash Bay
178862	Lube-Tech Reliable Plus Inc	101-43121-430-44010	517.60	Spinner Arch Repair on Wash Bay
178862	Lube-Tech Reliable Plus Inc	603-49500-000-44010	7.66	Spinner Arch Repair on Wash Bay
178862	Lube-Tech Reliable Plus Inc	602-49450-000-44010	53.87	Spinner Arch Repair on Wash Bay
	Lube-Tech Reliable Plus Inc		633.00	
178863	Lynch Mike	101-45130-450-43131	350.00	Starwatch Class Instructor
	Lynch Mike		350.00	
178813	Madison National Life Insurance Co Inc	101-00000-000-21711	10.07	PR Batch 00518.09.2023 Long Term Disability
	Madison National Life Insurance Co Inc		10.07	
178864	Martin A Windows LLC	101-43121-430-43090	1,500.00	Landscape Maintenance
178864	Martin A Windows LLC	101-45200-450-43090	1,500.00	Landscaping Maintenance
	Martin A Windows LLC		3,000.00	
0	Martin Marietta Materials Inc	101-43121-430-42240	858.37	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	1,703.46	Asphalt
0	Martin Marietta Materials Inc	404-45200-450-44050	1,700.67	Asphalt (Trails)
	Martin Marietta Materials Inc		4,262.50	
178865	Martinez Odalys	601-00000-000-20200	66.78	Refund Check 021038-001, 809 Willow St
	Martinez Odalys		66.78	
178806	McCarthy Bryce	602-00000-000-20200	244.34	Refund Check 020415-001, 212 Park Ave S
178806	McCarthy Bryce	602-00000-000-20200	1,183.79	Refund Check 020415-001, 212 Park Ave S
178806	McCarthy Bryce	601-00000-000-20200	876.88	Refund Check 020415-001, 212 Park Ave S

Check Num	Last Name	Acct 1	Amount	Description
178806	McCarthy Bryce	603-00000-000-20200	266.44	Refund Check 020415-001, 212 Park Ave S
178806	McCarthy Bryce	601-00000-000-20200	36.33	Refund Check 020415-001, 212 Park Ave S
	McCarthy Bryce		2,607.78	
0	McColley Allyn	101-45500-450-43310	36.00	MLA Conference Per Diem
	McColley Allyn		36.00	
178866	Menards	101-45200-450-42230	63.65	Oak Board/Stain/Mounting Hardware
	Menards		63.65	
0	Met Con Construction Inc	602-49480-000-44160	1,081.50	Digester 2 Crane Rental
	Met Con Construction Inc		1,081.50	
0	Midwest Tape LLC	101-45500-450-42192	98.96	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	5.24	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	77.22	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	136.21	Audio/Visual
0	Midwest Tape LLC	101-45500-450-43096	426.24	Hoopla Streaming
0	Midwest Tape LLC	101-45500-450-42192	67.47	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	26.24	Audio/Visual
	Midwest Tape LLC		837.58	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00518.09.2023 Child Support
	Minnesota Child Support Payment Center		711.11	
178867	Minnesota Department of Health	601-49430-000-45300	150.00	2023-16 MDH Watermain Extension Permit
	Minnesota Department of Health		150.00	
178868	Minnesota Department of Labor & Industry	101-42210-420-44390	10.00	Check Pressure Vessel
178868	Minnesota Department of Labor & Industry	101-45126-450-44390	10.00	Boiler License
178868	Minnesota Department of Labor & Industry	101-45500-450-44390	50.00	Boiler License
178868	Minnesota Department of Labor & Industry	101-41940-410-44390	100.00	Elevator License
	Minnesota Department of Labor & Industry		170.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,392.36	PR Batch 00518.09.2023 State Income Tax

Check Num	Last Name	Acct 1	Amount	Description
0	Minnesota Department of Revenue	101-00000-000-21702	2,974.26	PR Batch 00552.09.2023 State Income Tax
	Minnesota Department of Revenue		20,366.62	
0	Minnesota Playground Inc	101-45200-450-44050	4,540.00	Engineered Wood Fiber
	Minnesota Playground Inc		4,540.00	
178814	Minnesota Public Employees Association	101-00000-000-21708	76.00	PR Batch 00518.09.2023 Police Support Services
	Minnesota Public Employees Association		76.00	
178815	Minnesota Teamsters Local 320	101-00000-000-21708	718.20	PR Batch 00518.09.2023 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		718.20	
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	195.80	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	456.50	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		1,817.42	
178816	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00518.09.2023 Mission Square
	Mission Square 303492		50.00	
178869	Morris2 Builders	101-00000-000-22000	1,000.00	Escrow Release - 1412 Bethel Court
	Morris2 Builders		1,000.00	
0	Motor Parts & Equipment Corp	603-49500-000-42230	1.16	Airline Regulators
0	Motor Parts & Equipment Corp	101-42220-420-42210	-134.39	Core Deposit #2120
0	Motor Parts & Equipment Corp	101-43121-430-42210	5.33	Oil Filter - Street #418
0	Motor Parts & Equipment Corp	101-43121-430-42210	2.93	Brass Plug - Street #518
0	Motor Parts & Equipment Corp	101-42220-420-42210	134.39	Bracketed Caliper / Core #2120
0	Motor Parts & Equipment Corp	101-42220-420-42210	-102.59	Disc Brake Pad #2120
0	Motor Parts & Equipment Corp	101-43121-430-42210	40.84	Urethane - Street #518
0	Motor Parts & Equipment Corp	601-49430-000-42210	21.03	Fluid Filters/Cable Ties/Seal Filter/Oil Filter
0	Motor Parts & Equipment Corp	602-49450-000-42210	21.03	Fluid Filters/Cable Ties/Seal Filter/Oil Filter
0	Motor Parts & Equipment Corp	602-49480-000-42210	16.78	Pioneer Pump Parts

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	602-49450-000-42230	8.17	Airline Regulators
0	Motor Parts & Equipment Corp	101-43121-430-42210	5.33	Oil Filter - Street #294
0	Motor Parts & Equipment Corp	101-42123-420-42210	14.02	Fluid Filters/Cable Ties/Seal Filter/Oil Filter
0	Motor Parts & Equipment Corp	101-43126-430-42410	37.04	Compression Gauge
0	Motor Parts & Equipment Corp	101-45200-450-42410	46.99	Impact Driver
0	Motor Parts & Equipment Corp	101-42110-420-42210	11.99	Wiper Blades / #5
0	Motor Parts & Equipment Corp	101-42220-420-42210	-66.00	Core Deposit #2120
0	Motor Parts & Equipment Corp	101-43121-430-42230	78.49	Airline Regulators
0	Motor Parts & Equipment Corp	101-43121-430-42210	56.08	Fluid Filters/Cable Ties/Seal Filter/Oil Filter
0	Motor Parts & Equipment Corp	601-49430-000-42230	8.17	Airline Regulators
0	Motor Parts & Equipment Corp	101-42220-420-42210	102.59	Disc Brake Pad #2120
0	Motor Parts & Equipment Corp	101-45200-450-42210	28.05	Fluid Filters/Cable Ties/Seal Filter/Oil Filter
0	Motor Parts & Equipment Corp	101-42220-420-42210	286.47	Brake Hose / Bracketed Caliper / Disc Brake Pad #2120
	Motor Parts & Equipment Corp		623.90	
178870	National Independent Health Club Association	101-45110-450-44330	449.00	Annual Membership
	National Independent Health Club Association		449.00	
178817	NCPERS Group Life Insur	101-00000-000-21710	16.00	PR Batch 00518.09.2023 PERA Life Insurance
	NCPERS Group Life Insur		16.00	
0	North American Safety Inc	101-43126-430-42170	99.96	High Visibility Sweatshirts
0	North American Safety Inc	101-43121-430-42170	199.92	High Visibility Sweatshirts
	North American Safety Inc		299.88	
0	Northern Escrow Inc	401-43121-430-45300	142,542.81	2021-05 Pay Req 3
	Northern Escrow Inc		142,542.81	
0	O'Brien Kevin	101-45110-450-43310	45.00	Per Diems for NRPA Conference
	O'Brien Kevin		45.00	
178871	Old Dominion Brush Company Inc	101-43121-430-42210	2,116.40	Impeller/Liner Set/Fan Housing Bushing - Street #518
	Old Dominion Brush Company Inc		2,116.40	
0	On Target A & M Inc	601-49430-000-43090	616.84	Utility Bills - September
0	On Target A & M Inc	602-49480-000-43090	616.84	Utility Bills - September

Check Numb	Last Name	Acct 1	Amount	Description
0	On Target A & M Inc	603-49500-000-43090	616.83	Utility Bills - September
	On Target A & M Inc		1,850.51	
0	Orchard Trust Company	101-00000-000-21706	9,470.00	PR Batch 00518.09.2023 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,532.00	PR Batch 00518.09.2023 Roth Deferred Compensation
	Orchard Trust Company		12,002.00	
0	Paape Companies Inc	101-45122-450-44010	110.00	Change Program on Baseboard
	Paape Companies Inc		110.00	
0	Peanasky Paul	101-45110-450-43310	127.00	MRPA Conference Per Diems
	Peanasky Paul		127.00	
0	Pewowaruk Devin	101-45110-450-43310	127.00	MRPA Conference Per Diems
	Pewowaruk Devin		127.00	
178872	Pickleball Central	101-45130-450-42110	245.00	Pickleballs for Drop in Play at the Community Center
	Pickleball Central		245.00	
0	Plunkett's Pest Control	101-45122-450-44010	42.12	Community Center Pest Control
0	Plunkett's Pest Control	101-45126-450-44010	63.09	Washington Rec Center Pest Control
	Plunkett's Pest Control		105.21	
0	Public Employees Retirement Association	101-00000-000-21705	20,376.82	PR Batch 00518.09.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	28,088.89	PR Batch 00518.09.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	11,831.11	PR Batch 00552.09.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,659.92	PR Batch 00518.09.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,725.90	PR Batch 00518.09.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	7,887.37	PR Batch 00552.09.2023 PERA Police & Fire
	Public Employees Retirement Association		104,570.01	
178873	Quadient Leasing USA Inc	101-41940-410-44160	717.03	Postage Machine Lease
	Quadient Leasing USA Inc		717.03	

Check Numb	Last Name	Acct 1	Amount	Description
178874	Quality Appliance Inc	101-45500-450-44045	160.00	Repair Refrigerator
	Quality Appliance Inc		160.00	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
	Quality Aviation Inc		3,500.00	
178875	RA Real Properties LLC	601-00000-000-20200	28.45	Refund Check 025034-000, 632 1 St SW
178876	RA Real Properties LLC	601-00000-000-20200	25.98	Refund Check 025034-001, 29 7 Ave SW
	RA Real Properties LLC		54.43	
0	REACH Sports Marketing Group Inc	101-45110-450-43095	700.00	REACH Software Annual Renewal
	REACH Sports Marketing Group Inc		700.00	
178877	Restoration Services, Inc	437-42210-420-45200	44,800.00	Masonry/Sealant Repairs/ Clean/Replace Bricks on Bldg
	Restoration Services, Inc		44,800.00	
178878	Rice County	873-49499-000-44371	5,841.16	Roberds Lake Sewer Collected - August
	Rice County		5,841.16	
178879	Rick Cashin Construction	101-00000-000-22000	1,000.00	Release of Landscape Escrow- 2035 13th St NW
	Rick Cashin Construction		1,000.00	
0	Ronco Engineering Sales	101-43126-430-42110	528.98	Hydraulic Fitting Stock
0	Ronco Engineering Sales	101-45200-450-42210	152.88	Rear Seal Kit
0	Ronco Engineering Sales	101-43126-430-42110	35.76	Hydraulic Breather
0	Ronco Engineering Sales	101-43126-430-42110	-35.76	Hydraulic Breather Credit
0	Ronco Engineering Sales	225-49810-430-42210	13.80	1/2" Breather
0	Ronco Engineering Sales	101-45200-450-42210	99.88	Seal Kit
	Ronco Engineering Sales		795.54	
0	Ryan Contracting Co.	472-43121-430-45300	793,940.74	2023-04 Pay Req 3
	Ryan Contracting Co.		793,940.74	

Check Numb	Last Name	Acct 1	Amount	Description
0	Sanco Equipment LLC	602-49450-000-42210	42.85	Hose Clamp And Plate Cover
	Sanco Equipment LLC		42.85	
178880	Sandgren Jeffery & Elisabeth	601-00000-000-20200	41.13	Refund Check 021989-000, 1303 Merrywood Ct
	Sandgren Jeffery & Elisabeth		41.13	
0	Sanity Solutions Inc	101-41580-410-43095	633.51	Azure Subscription
	Sanity Solutions Inc		633.51	
178881	Scheffler Paul R	101-45200-450-42110	200.00	Straw Bales
	Scheffler Paul R		200.00	
0	Schirmer Walter D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Walter D		395.00	
0	Schumacher Excavating Inc	476-43121-430-45313	27,176.65	(2022-13) Pay Req 7
	Schumacher Excavating Inc		27,176.65	
0	SHI International Corp	101-41800-410-42420	630.00	Printer - K Bushard
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription
	SHI International Corp		639.44	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
178882	Sirek Hydraulic Service Inc	225-49810-430-42210	4.27	Seal and Wiper
	Sirek Hydraulic Service Inc		4.27	
178883	Southern Minnesota Youth Football League	101-45110-450-44330	400.00	Team Registration Fees for Cub Football
	Southern Minnesota Youth Football League		400.00	
0	Springbrook Holding Company LLC	602-49450-000-44325	1,566.00	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	601-49430-000-44325	1,606.50	CivicPay Transaction Fees

Check Numb	Last Name	Acct 1	Amount	Description
0	Springbrook Holding Company LLC	601-49430-000-44325	1,609.00	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	602-49450-000-44325	1,605.50	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	602-49450-000-44325	1,609.00	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	602-49450-000-44325	1,606.50	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	601-49430-000-44325	1,605.50	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	601-49430-000-44325	1,522.50	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	601-49430-000-44325	1,566.00	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	602-49450-000-44325	1,522.50	CivicPay Transaction Fees
	Springbrook Holding Company LLC		15,819.00	
0	SRF Consulting Group Inc	401-43121-430-43090	4,561.93	CSAH 45 Corridor Study
	SRF Consulting Group Inc		4,561.93	
178884	Star Sports & Apparel LLC	101-45500-450-42010	10.00	Name Tag
178884	Star Sports & Apparel LLC	101-45130-450-42110	23.96	Softballs
	Star Sports & Apparel LLC		33.96	
0	Stargate Inc	603-49500-000-44010	140.50	Fuel System Repairs
0	Stargate Inc	602-49450-000-44010	140.50	Fuel System Repairs
0	Stargate Inc	601-49430-000-44010	140.50	Fuel System Repairs
0	Stargate Inc	101-43121-430-44010	140.50	Fuel System Repairs
	Stargate Inc		562.00	
178885	Steele Waseca Coop Electric	225-49810-430-43810	7.97	1077021-Security Hangar 2
178885	Steele Waseca Coop Electric	225-49810-430-43810	39.27	41901-Airport
178885	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
178885	Steele Waseca Coop Electric	225-49810-430-43810	36.39	1018624-Hangar 910J
178885	Steele Waseca Coop Electric	902-00000-000-23935	1,914.98	Monthly Charges-August
178885	Steele Waseca Coop Electric	225-49810-430-43810	634.52	23947-Airport 10
178885	Steele Waseca Coop Electric	101-43160-430-43810	50.96	32089-Highway 21 Lights
178885	Steele Waseca Coop Electric	225-49810-430-43810	44.33	32094-Airport
178885	Steele Waseca Coop Electric	602-49450-000-43810	80.46	1089247-Lift Station-15625 Acorn Trl
178885	Steele Waseca Coop Electric	602-49450-000-43810	311.30	30493-Lift Station
178885	Steele Waseca Coop Electric	225-49810-430-43810	42.30	20891-Airport New Hangar
178885	Steele Waseca Coop Electric	225-49810-430-43810	30.04	1017445-2011 T-Hangar
178885	Steele Waseca Coop Electric	902-00000-000-23935	-1,914.98	Monthly Charges-August
178885	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41927-Airport
178885	Steele Waseca Coop Electric	101-43160-430-43810	83.81	27205-Airtech Park
178885	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41926-Airport

Check Numb	Last Name	Acct 1	Amount	Description
178885	Steele Waseca Coop Electric	225-49810-430-43810	154.12	1018611-Hangar 910K
178885	Steele Waseca Coop Electric	225-49810-430-43810	321.29	41875-Airport S Hangars
	Steele Waseca Coop Electric		1,914.98	
0	Strodtman Jill	101-45110-450-43310	49.00	MRPA Conference Per Diems
	Strodtman Jill		49.00	
178886	Tansom Heidi	601-00000-000-20200	36.78	Refund Check 023850-000, 201 4 Ave SW
	Tansom Heidi		36.78	
178887	The Prophet Corporation	101-45140-450-42410	581.28	Volleyball Net Holder System
178887	The Prophet Corporation	101-45140-450-42110	-119.85	Credit - Returned Volleyballs
178887	The Prophet Corporation	101-45130-450-42110	86.70	Kickballs
178887	The Prophet Corporation	101-45130-450-42110	433.00	Exercise Stretch Bands
	The Prophet Corporation		981.13	
178888	The UPS Store	602-49480-000-43250	84.98	Mercury Sample Shipping
178888	The UPS Store	601-49430-000-43250	16.03	Water Sample Shipping
	The UPS Store		101.01	
0	Thompson Concrete & Masonry LLC	101-45200-450-44050	8,707.00	Concrete Curbing
	Thompson Concrete & Masonry LLC		8,707.00	
178889	Thomson Reuters - West	101-42121-420-43090	500.01	CLEAR
	Thomson Reuters - West		500.01	
178890	Tietz Jennifer	101-45140-450-43090	200.00	ASL Interpreter for Flag Football
	Tietz Jennifer		200.00	
0	Timm's Trucking Inc	101-45200-450-42250	231.78	Black Dirt
0	Timm's Trucking Inc	101-45200-450-42250	451.05	Clay Fill
0	Timm's Trucking Inc	101-45200-450-42110	49.40	Sand
0	Timm's Trucking Inc	101-45200-450-42110	115.86	Clay Fill

Check Numb	Last Name	Acct 1	Amount	Description
	Timm's Trucking Inc		848.09	
178891	Tom's Lock & Key, LLC	101-45200-450-42110	266.76	Stock Padlocks
	Tom's Lock & Key, LLC		266.76	
178892	Townsquare Media LLC	101-45110-450-43430	650.00	Advertising Pet Parade
	Townsquare Media LLC		650.00	
178893	Triangle Automotive Machine Inc	101-42220-420-44040	395.00	Oven Bake Clean & Test #2110
	Triangle Automotive Machine Inc		395.00	
178894	Truck Center Companies East LLC	101-42220-420-42210	163.23	Gasket #2110
178894	Truck Center Companies East LLC	101-43121-430-42210	50.11	Wheel Seal/Axle Flange Gasket - Street #118
	Truck Center Companies East LLC		213.34	
178895	Visu-Sewer Inc	602-49450-000-45300	13,767.60	Manhole Rehab Project
	Visu-Sewer Inc		13,767.60	
178896	W W Goetsch Associates Inc	602-49450-000-44045	9,793.00	Raw Pump 2 Rebuild
178896	W W Goetsch Associates Inc	602-49480-000-44045	11,236.00	Raw Water Pump Repairs
	W W Goetsch Associates Inc		21,029.00	
178897	Wal-Mart	101-45122-450-42115	18.50	Front Desk Meeting
178897	Wal-Mart	101-45500-450-43130	19.92	Programming Treats
178897	Wal-Mart	101-45122-450-42110	86.21	Coffee/Creamer/Cash Box/Hot Chocolate Mix
	Wal-Mart		124.63	
178898	West Shore Services Inc	431-42500-420-45400	800.00	Straighten Warning Siren Pole
	West Shore Services Inc		800.00	
178899	Wieben Michael	601-00000-000-20200	46.63	Reissue Refund Check 011815-000 - 4 5 Ave NW
	Wieben Michael		46.63	

Check Numb	Last Name	Acct 1	Amount	Description
178900	Wiersma Jordan	601-00000-000-20200	53.61	Refund Check 025769-000, 2311 Cornell Dr
	Wiersma Jordan		53.61	
178901	Witte Brothers, Inc	101-43121-430-43090	1,206.60	Hauling of Sealcoat Chips
178901	Witte Brothers, Inc	101-43121-430-43090	1,215.48	Hauling of Sealcoat Chips
178901	Witte Brothers, Inc	101-43121-430-43090	1,717.20	Hauling of Sealcoat Chips
	Witte Brothers, Inc		4,139.28	
0	WSB & Associates Inc	603-49500-000-43090	4,159.00	2023-13 Stormwater Pond Analysis 7/1-7/30
	WSB & Associates Inc		4,159.00	
178902	Xcel Energy	602-49450-000-43810	28.44	302772185 1150 Willow Lift Station
178902	Xcel Energy	101-45122-450-43830	233.71	303402179 16 Central Ave
178902	Xcel Energy	101-42500-420-43810	9.48	146104 920 9 Ave SW CD Siren
178902	Xcel Energy	101-42500-420-43810	39.20	304214955 930 4th Ave NW Siren
178902	Xcel Energy	101-45200-450-43810	363.88	304017445 900 Lyndale Ave N
178902	Xcel Energy	602-49450-000-43810	17.95	303203605 319 Lind St Lift Station
178902	Xcel Energy	101-42210-420-43810	-514.54	302527702 122 2 St NW-Fire Hall
178902	Xcel Energy	101-41940-410-43810	2,854.48	303683323 208 1 Ave NW
178902	Xcel Energy	101-45126-450-43810	47.79	302492805 117 Shumway-Washington Center
178902	Xcel Energy	101-42500-420-43810	48.83	303930334 Fairgrounds/300 Western
178902	Xcel Energy	101-45200-450-43810	51.79	303683055 100 Tee Pee Tonka Park
178902	Xcel Energy	101-43160-430-43810	42.46	305051521 New Bridge Lights 2nd Ave Bridge
178902	Xcel Energy	601-49430-000-43810	50.91	304872579 812 8 Ave NW-WTP
178902	Xcel Energy	602-49450-000-43810	47.05	304801551 1321 Matteson St-Lift Station
178902	Xcel Energy	101-43160-430-43810	152.22	304850220 720 4 St NW Street Light Feed Point
178902	Xcel Energy	101-43121-430-43830	-22.95	304051816 1200 Belview Trl
178902	Xcel Energy	101-45125-450-43810	3,868.84	303727721 1830 2 Ave NW Aquatic Center
178902	Xcel Energy	101-45500-450-43810	20.10	302342287 11 Division St E Security
178902	Xcel Energy	101-45200-450-43810	35.17	303920032 540 2nd Ave NW
178902	Xcel Energy	101-42210-420-43830	-7.72	302350193 122 2 St NW Fire Hall
178902	Xcel Energy	101-45200-450-43810	91.82	303239611 Sr High Tennis Courts
178902	Xcel Energy	101-43160-430-43810	167.63	304157632 1602 2nd Ave NW
178902	Xcel Energy	101-42500-420-43810	4.57	167157 1203 Parshall St
178902	Xcel Energy	601-49430-000-43810	469.36	304051816 1200 Belview Trl
178902	Xcel Energy	602-49450-000-43810	16.72	302794134 98 3 Ave NW Viaduct Lift Stati
178902	Xcel Energy	101-45200-450-43830	6.55	302627100 Jefferson Warming House
178902	Xcel Energy	101-41940-410-43830	69.36	303640982 208 1 Ave NW City Hall
178902	Xcel Energy	101-45500-450-43830	658.32	302342287 11 Division St E 70%
178902	Xcel Energy	101-43160-430-43810	35.17	303328788 1600 30 St NW

Check Numb	Last Name	Acct 1	Amount	Description
178902	Xcel Energy	602-49480-000-43810	35.17	302940983 502 3rd Ave NW
178902	Xcel Energy	101-45127-450-43810	414.70	304160080 705 17th St SW
178902	Xcel Energy	101-45200-450-43810	35.17	303659432 618 9 Ave SW Sledding Hill
178902	Xcel Energy	101-45500-450-43810	134.43	302342287 11 Division St E
178902	Xcel Energy	101-42500-420-43810	9.48	164184 930 4th CD Siren
178902	Xcel Energy	902-00000-000-23935	-83,269.17	Electricity Bill-August
178902	Xcel Energy	101-45200-450-43810	43.79	304915622 705 3 Ave NW-Wapacuta Park Shelter
178902	Xcel Energy	602-49480-000-43810	13,849.65	304239286 214 14th St NE
178902	Xcel Energy	101-43160-430-43810	84.06	304850222 328 4 St NW-4 Ave NW Signal System
178902	Xcel Energy	101-45200-450-43810	26.22	175957 500 Maple Lawn Cartway
178902	Xcel Energy	101-43170-430-43810	290.17	303396625 27 Division St E Signal Light
178902	Xcel Energy	101-43170-430-43810	193.18	302525247 4050 Hwy 60 W
178902	Xcel Energy	101-42110-420-43830	27.27	303877775 11 20th St NW Evidence Garage
178902	Xcel Energy	101-43170-430-43810	9.48	156258 117 Shumway CD Siren
178902	Xcel Energy	101-43160-430-43810	216.65	304850219 218 3 St NW/129 4 St NW Street Light
178902	Xcel Energy	101-43170-430-43810	257.74	303453265 1500 7 St NW Signal Light
178902	Xcel Energy	101-43160-430-43810	69.06	304850224 402 Central-Central Ave Signal System
178902	Xcel Energy	101-43160-430-43810	35.17	304087990 510 2 Ave NW Carnival
178902	Xcel Energy	101-43160-430-43810	336.50	304157645 3305 Highway 60
178902	Xcel Energy	101-42110-420-43810	563.79	303877775 11 20th St NW Evidence Garage
178902	Xcel Energy	101-43160-430-43810	35.17	304116512 1000 Lyndale Ave S
178902	Xcel Energy	602-49450-000-43830	-2.39	304051816 1200 Belview Trl
178902	Xcel Energy	225-49810-430-43830	9.31	302414965 3401 Hwy 21 W
178902	Xcel Energy	101-45500-450-43810	3,614.86	302342287 11 Division St E
178902	Xcel Energy	602-49450-000-43810	42.59	302346525 3030 Hwy 60 W Lift Station
178902	Xcel Energy	101-45200-450-43810	43.87	302261595 920 9 Ave SW
178902	Xcel Energy	601-49430-000-43810	986.91	302814303 1217 Parshall Reservoir #2
178902	Xcel Energy	101-45200-450-43810	18.74	303683055 100 TP Tonka Security
178902	Xcel Energy	101-43160-430-43810	317.61	303661815 495 Heritage Pl
178902	Xcel Energy	101-43160-430-43810	113.12	304882766 17 3rd St NE Unit Street Light
178902	Xcel Energy	101-43121-430-43810	4,509.97	304051816 1200 Belview Trl
178902	Xcel Energy	101-43160-430-43810	86.02	304850223 415/430 2 Ave NW-2 Ave Signal System
178902	Xcel Energy	101-45200-450-43810	5.85	303510224 Central Park Band Stand
178902	Xcel Energy	101-45126-450-43810	71.68	303373970 117 Shumway Load Profile
178902	Xcel Energy	101-43160-430-43810	68.88	304116510 1904 Grant St NW
178902	Xcel Energy	602-49480-000-43830	444.70	302858086 214 14 St NE
178902	Xcel Energy	225-49810-430-43830	14.16	304268058 Hangar 910B - City
178902	Xcel Energy	602-49480-000-43810	-11.90	Non-Recurring Charges/Credit
178902	Xcel Energy	101-42500-420-43810	4.57	154013 1851 220 St E CD Siren
178902	Xcel Energy	602-49450-000-43810	31.29	303670994 1090 Cannon Circle Lift Station
178902	Xcel Energy	225-49810-430-43830	52.64	304924581 3401 Hwy 21 W
178902	Xcel Energy	101-43160-430-43810	20.02	51-5358630-4 - 45 State Ave Lighting
178902	Xcel Energy	225-49810-430-43830	13.37	304268056 Hangar 910G - Rental

Check Numb	Last Name	Acct 1	Amount	Description
178902	Xcel Energy	602-49450-000-43810	63.89	302976387 1301 Willow St Lift Station
178902	Xcel Energy	101-42110-420-43810	6,833.34	303688424 25 4th St NW
178902	Xcel Energy	601-49430-000-43810	8,518.19	303929972 1904 Fairground Dr
178902	Xcel Energy	101-45200-450-43810	54.09	302321102 1000 7 Ave SW-S Alex Sec
178902	Xcel Energy	603-49500-000-43830	-0.34	304051816 1200 Belview Trl
178902	Xcel Energy	101-45125-450-43830	1,868.13	303727721 1830 2 Ave NW Aquatic Center
178902	Xcel Energy	101-43160-430-43810	-505.82	302767481 210 3 St NE St Light HP
178902	Xcel Energy	101-45200-450-43810	79.47	304428352 601 1st Ave NE Fleckenstein Bluffs Park
178902	Xcel Energy	101-45200-450-43810	50.18	302165394 415 2nd Ave SW Wapacuta Pk
178902	Xcel Energy	603-49500-000-43810	66.74	304051816 1200 Belview Trl
178902	Xcel Energy	101-42500-420-43810	4.57	178539 2613A Hulett Court
178902	Xcel Energy	225-49810-430-43830	14.07	304268037 Hangar 910A - City
178902	Xcel Energy	602-49450-000-43830	6.83	302458578 828 8 Ave NW Park Shop
178902	Xcel Energy	101-43170-430-43810	97.14	303446090 1418 Division St W Signal Light
178902	Xcel Energy	101-45200-450-43810	933.00	302576466 1815 Alexander Dr
178902	Xcel Energy	101-45200-450-43830	5.23	304017445 900 Lyndale Ave N
178902	Xcel Energy	101-45122-450-43810	2,332.91	302825421 19 Division St W
178902	Xcel Energy	602-49450-000-43810	469.36	304051816 1200 Belview Trl
178902	Xcel Energy	101-43170-430-43810	65.46	304131503 2200 30th St NW
178902	Xcel Energy	101-45126-450-43830	9.63	302971175 117 Shumway Washington Center
178902	Xcel Energy	101-43160-430-43810	67.02	304116511 800 Lyndale Ave S
178902	Xcel Energy	601-49430-000-43810	8,932.62	302568990 410 Alexander Park Well #5
178902	Xcel Energy	101-45126-450-43810	19.06	171746 117 Shumway Lighting
178902	Xcel Energy	601-49430-000-43810	-173.66	302969048 350 Alexander Park Well #6
178902	Xcel Energy	101-45200-450-43810	25.78	304850239 TeePee Tonka Park Tunnel
178902	Xcel Energy	602-49450-000-43810	22.18	302412146 1901 7 St NW Lift Station
178902	Xcel Energy	902-00000-000-23935	83,269.17	Electricity Bill-August
178902	Xcel Energy	101-43170-430-43810	149.89	303691980 2219 Grant St Lift Station
178902	Xcel Energy	101-45122-450-43810	34.86	154794 16 Central Ave
178902	Xcel Energy	601-49430-000-43830	46.29	304914908 812 8 Ave NW Bldg B-WTP
178902	Xcel Energy	602-49450-000-43810	22.85	303333605 410 Frink Ave Lift Station
178902	Xcel Energy	101-43160-430-43810	84.06	304850221 419 8 Ave NW-8 Ave Signal System
178902	Xcel Energy	601-49430-000-43830	-2.39	304051816 1200 Belview Trl
178902	Xcel Energy	101-45122-450-43830	282.14	302342287 Boiler Heat Line 30%
178902	Xcel Energy	101-43170-430-43810	157.77	302531059 103 3 St NE Signal Light
178902	Xcel Energy	601-49430-000-43810	9,398.68	303329691 824 7 St NW Pump Water
178902	Xcel Energy	101-42110-420-43830	696.60	303688424 25 4th St NW
178902	Xcel Energy	101-43160-430-43810	90.12	304886692 1190 60 W Street Light
178902	Xcel Energy	101-45122-450-43810	6,460.65	303273787 15 Central Ave Load Profile
178902	Xcel Energy	601-49430-000-43830	-0.71	302971552 824 7th St NW Water Works
Xcel Energy			83,289.19	

Check Numb	Last Name	Acct 1	Amount	Description
0	Ziegler Inc	602-49480-000-44045	7,570.12	Generator Maintenance
	Ziegler Inc		7,570.12	
			2,606,954.16	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-176 Accept Donations to the Parks and Recreation Department

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:

Safety Camp	Harry Brown's Automotive	\$1,000
Pet Parade	Harry Brown's Automotive	\$3,000
Trees (Parks)	GROWS (Gardeners Reaching Out with Service)	\$1,000
Swim Lessons (Aquatics)	Anonymous	\$10,000

Recommendation:

Approve Resolution 2023-176 Accept Donations to the Parks and Recreation Department in the amount of \$15,000.00.

Attachments:

1. Resolution 2023-176 Accept Donations to the Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2023-176

ACCEPT DONATIONS TO THE PARKS AND RECREATION DEPARTMENT

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

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

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

Safety Camp	Harry Brown's Automotive	\$1,000.00
Pet Parade	Harry Brown's Automotive	\$3,000.00
Trees (Parks)	GROWS	\$1,000.00
Swim Lessons (Aquatics)	Anonymous	\$10,000.00.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$15,000.00 for the specified funds.

Date Adopted: September 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: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-177 Approve CROP Hunger Walk Street Closures

Background:

Father Henry Doyle, on behalf of the Faribault Area Christian Ministerial Association, has contacted us regarding hosting the CROP Hunger Walk on Saturday, October 7, 2023. The walk begins at 9:00 AM and will require some intermittent street closures. Volunteers will assist with intersections along the route.

Locations will be closed intermittently on October 7, 2023, from approximately 9:00 a.m. to 11:30 a.m. to allow use for the CROP Hunger Walk. The walk will begin at the Cathedral of Our Merciful Saviour, proceed east on 6th Street NW, south on Central Avenue, west on Division Street, north on 3rd Avenue NW, east on 3rd Street NW, north on 2nd Avenue NW and east on 6th Street back to the Cathedral of Our Merciful Saviour.

Recommendation:

Approve Resolution 2023-177 to intermittently close the listed roads for the CROP Hunger Walk on Saturday, October 7, 2023.

Attachments:

1. Resolution 2023-177 Approve CROP Hunger Walk Street Closures
2. CROP Hunger Walk Request

CITY OF FARIBAULT

RESOLUTION #2023-177

APPROVE CROP HUNGER WALK STREET CLOSURES

WHEREAS, the Faribault Area Christian Ministerial Association is sponsoring the CROP Hunger Walk on Saturday, October 7, 2023, and;

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

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

NOW, THEREFORE, BE IT RESOLVED, that locations will be closed intermittently on October 7, 2023, from approximately 9:00 a.m. to 11:30 a.m. to allow use for the CROP Hunger Walk. The walk will begin at the Cathedral of our Merciful Saviour, proceed east on 6th Street NW, south on Central Avenue, west on Division Street, north on 3rd Avenue NW, east on 3rd Street NW, north on 2nd Avenue NW and east on 6th Street back to the Cathedral of Our Merciful Saviour.

ALSO, BE IT RESOLVED, that the event sponsor should enter into the City's standard agreement regarding street closures and sponsored events.

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

13 September 2023

Mr. Paul Peanasky,
Parks & Recreation
15 West Division Street
Faribault, Minnesota 55021

Dear Paul,

The Faribault Area Christian Ministerial Association is sponsoring the 33rd Annual CROP Hunger Walk on Saturday morning, 7 October 2023. Registration for the Walk takes place from 8:00 to 8:55 a.m. in the Cloister of the Cathedral of Our Merciful Saviour; the Walk starts at 9:00 a.m.

The Walk will proceed east on 6th Street NW to Central Avenue; south on Central to Division Street; west on Division Street to 3rd Avenue NW; north on 3rd Avenue NW to 3rd Street NW; east on 3rd Street NW to 2nd Avenue NW; north on 2nd Avenue NW to 6th Street NW. May the Association receive the City's permission to hold the CROP Walk on the route

Thank you for your consideration of the request.

Blessings,

A handwritten signature in cursive script, reading "Henry +", with a small cross at the end.

Father Henry L. Doyle
President & Secretary
Faribault Area Christian Ministerial Association
Faribault, Minnesota
507-333-1651 (office @ SSM School)
507-491-2695 (cell)
henry.doyle@s-sm.org



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: September 26, 2023
SUBJECT: Approve LG220 Application for Exempt Permit for Catholic United Financial Council 13SS Lawrence/Anne

Background:

Catholic United Financial Council 13SS Lawrence/Anne has submitted a LG220 Application for Exempt Permit for an event at Bethlehem Academy on December 21, 2023. If approved by the Council, City Staff will forward the application to the Minnesota Gambling Authority for final review and approval.

Recommendation:

Approve LG220 Application

Attachments:

1. LG220 - Catholic United Financial Council 13SS Lawrence_Anne - 12_21_2023

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Catholic United Financial Council 13SS Lawrence/Anne Previous Gamb Permit Number: [REDACTED]

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

Mailing Address: 22445 Morristown Blvd

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

Name of Chief Executive Officer (CEO): Connie DeGrood

CEO Daytime Phone: [REDACTED]

Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Bethlehem Academy

Physical Address (do not use P.O. box): 105 3rd Ave SW

Check one:
☒ City: Faribault Zip: 55021 County: Rice
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 12/21/2023

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

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

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-178 Approving Certification of Delinquent Charges for Municipal Airplane Hangar to Property Tax Roll

Background:

Cross County Soaring has past due charges of \$4,026.34 for hangars previously rented at the Faribault Municipal Airport. A request to forgive the past due charges was presented to Council at the November 1, 2022 Council Work Session where Council denied the request to waive the past due charges.

Staff has worked with the City Attorney to draft Resolution 2023-178 which allows the past due charges to be certified to the owner of Cross Country Soaring's property delegated by the Minnesota Legislature as set forth in Minnesota Statutes, Sections 415.01, 366.011 and 366.012. Proper notice has been provided to the owner under City Code Section 12-3(c).

Recommendation:

Approve Resolution 2023-178

Attachments:

1. Resolution 2023-178
2. Resolution 2023-178 Exhibit A

CITY OF FARIBAULT

RESOLUTION #2023-178

RESOLUTION APPROVING CERTIFICATION OF DELINQUENT CHARGES FOR MUNICIPAL AIRPLANE HANGAR TO PROPERTY TAX ROLL

WHEREAS, Cross Country Soaring has previously leased an airport hangar from the City of Faribault ("City") and is delinquent in their payments to the City by \$4,026.34 (four thousand twenty-six dollars and thirty-four cents); and

WHEREAS, the City has the powers delegated to cities by the Minnesota Legislature as set forth in Minnesota Statutes, Sections 415.01, 366.011 and 366.012; and

WHEREAS, Section 12-3 of the City Code addresses the Collection of Unpaid Service Charges and Fees and the Recovery of Costs associated with those service charges; and

WHEREAS, the property associated with the leaseholders is 4321 120th St. W, Lonsdale, Rice County, Minnesota (the "Property"); and

WHEREAS, the City properly notified the Property owners with unpaid service charges of its intention to certify the unpaid service charges to the County Auditor as required by City Code Section 12-3 (c); and

WHEREAS, the purpose of this Resolution is to certify the unpaid airport hangar rental charges to the property taxes for Cross Country Soaring; and

WHEREAS, a majority of all members of the City Council concur in this Resolution.

NOW, THEREFORE BE IT RESOLVED, that such charges, a copy of which are attached as Exhibit A hereto and made a part hereof, are hereby accepted and shall constitute a service charge against the real property named therein.

ALSO, BE IT RESOLVED, that pursuant to City Code Section 12-3, the City

authorizes the collection of unpaid service charges by certifying the unpaid amount to the county auditor for collection against the Property along with the taxes imposed on the Property owned by the recipient of the services.

ALSO, BE IT RESOLVED, the City Administrator shall forthwith transmit a certified duplicate of this resolution and attached service charge roll to the county auditor of Rice County to be extended on the property tax lists of the county. Such service charges shall be collected and paid over in the same manner as other municipal taxes.

ALSO, BE IT RESOLVED, the recitals set forth above in this Resolution are incorporated into and made part of this Resolution.

ALSO, BE IT RESOLVED, the Mayor and City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

ALSO, BE IT RESOLVED, the assessment is to be certified and payable in one year, with no interest.

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

CROSS COUNTRY SOARING HISTORY FROM 2018 - 2023

SUMMARY OF BILLINGS	Amount
April 12, 2018 - December 31, 2018	\$ 3,928.27
January 1, 2019 - December 31, 2019	5,490.00
January 1, 2020 - December 31, 2020	6,318.00
January 1, 2021 - December 31, 2021	3,420.00
January 1, 2022 - November 1, 2022	3,643.85
January 1, 2023 - September 11, 2023	<u>2,760.35</u>
Total Billed	<u>\$ 25,560.47</u>

SUMMARY OF PAYMENTS	Amount
4/26/2018	\$ 443.27
5/2/2018	700.00
6/11/2018	700.00
7/10/2018	350.00
10/5/2018	699.00
11/28/2018	1,036.00
5/10/2019	285.00
6/7/2019	285.00
7/1/2019	1,140.00
8/15/2019	699.00
9/6/2019	699.00
10/15/2019	699.00
11/18/2019	699.00
7/6/2020	2,565.00
8/7/2020	285.00
9/8/2020	285.00
10/6/2020	285.00
11/20/2020	285.00
12/10/2020	285.00
1/25/2021	285.00
3/1/2021	570.00
4/20/2021	285.00
5/10/2021	285.00
6/24/2021	285.00
7/26/2021	285.00
9/10/2021	285.00
10/18/2021	285.00
11/12/2021	285.00
12/23/2021	285.00
1/18/2022	293.55
3/9/2022	587.01
4/20/2022	293.55
5/11/2022	293.55
6/16/2022	293.55
8/1/2022	293.55
8/15/2022	293.55
9/6/2022	293.55
10/11/2022	293.55
1/3/2023	587.10
3/3/2023	937.35
4/14/2023	303.00
5/11/2023	303.00
6/6/2023	303.00
7/13/2023	303.00
8/16/2023	<u>303.00</u>
Total Payments	<u>\$ 21,534.13</u>
Total Due	<u>\$ 4,026.34</u>



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-179 Amend Sanitary Sewer System Interconnection Agreement by and between the City of Faribault and the County of Rice

Background:

The Sanitary Sewer System Interconnection Agreement by and between the City of Faribault and Rice County allows for the Roberd's Lake Subordinate Service District to discharge wastewater to the City's sanitary sewer system. The agreement allows for the connection of 368 sewer access charge (SAC) units to the system.

The County has requested an amendment to the agreement to include nine additional SAC units under the Winjum West Shore Second Addition plat as part of a Planned Unit Development (PUD). The matter was discussed at the August 22, 2023 Council Work Session where the Council directed staff to proceed with processing an amendment.

Article XII outlines the process for an amendment to include a written agreement executed by a resolution duly adopted by the Board of the Rice County Commissioners and the City Council of the City of Faribault. Resolution 2023-179 contains the terms of the amendment. Rice County staff is presenting a resolution to allow the connections at the Rice County Board of Commissioners Meeting on September 26, 2023.

Recommendation:

Approve Resolution 2023-179

Attachments:

1. Resolution 2023-179
2. Resolution 2023-179 Exhibit A

CITY OF FARIBAULT

RESOLUTION #2023-179

AMEND SANITARY SEWER INTERCONNECTION AGREEMENT BY AND BETWEEN THE CITY OF FARIBAULT AND THE COUNTY OF RICE

WHEREAS, the City of Faribault and Rice County entered into a sanitary sewer interconnection agreement on December 11, 2012 allowing for the connection of 368 Sewer Access Charge (SAC) units from the Roberd's Lake Subordinate Service District to the City of Faribault's sanitary sewer system; and

WHEREAS, Rice County wishes to amend the agreement to include nine additional SAC units that are part of a plat for Winjums West Shore Addition Second Addition as part of a Planned Unit Development (PUD); and

WHEREAS, Rice County has submitted a written request to amend the agreement as required by Article XII of the agreement; and

WHEREAS, a written request was reviewed at the August 22, 2023 Council Work Session where the Council directed staff to process the request.

NOW, THEREFORE BE IT RESOLVED, that the Sanitary Sewer Interconnection Agreement by and between the City of Faribault and the County of Rice be amended to include nine additional SAC units illustrated in the preliminary plat for Winjums West Shore Addition Second Addition, a copy of which are attached as Exhibit A hereto and made a part hereof.

ALSO, BE IT RESOLVED, that Exhibit B of the agreement shall be updated by Rice County to include the nine parcel listings when the listings become available.

ALSO, BE IT RESOLVED, that the SAC charges in the amount of \$13,500 shall be collected in a lump sum upon passing of this resolution.

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

-
- This topographic map illustrates a proposed land development project. The site is divided into several lots and outlots, with Lot 1 being the largest central area. Outlots A, B, and C are located to the north and west of Lot 1. The map shows a proposed sanitary sewer line (PROP. SAN. SEWER) running through the center of the site, with several proposed pond areas (PROP. POND AREA) and pads (PROP. PAD) situated along its path. The terrain is characterized by contour lines indicating elevations ranging from approximately 1040 to 1065 feet. A vicinity map in the top right corner shows the project's location relative to surrounding roads and landmarks. The map also includes various survey data points, such as bearings and distances, and a north arrow.
- LOT 1**
BLOCK 1
- OUTLOT B**
- LOT 7**
- OUTLOT C**
- LOT 8**
- LOT 6**
- LOT 5**
- LOT 4**
- LOT 3**
- LOT 2**
- PROP. POND AREA**
- PROP. PAD**
- PROP. SAN. SEWER**
- WETLAND**
- NORTH LINE OF THE NW 1/4 OF THE NW 1/4**
- NORTH LINE OF THE SOUTH 907.5 FEET**
- NORTH LINE OF THE SOUTH 24 FEET OF THE WEST 2200 FEET**
- WEST LINE OF THE NW 1/4, 21-110-21**
- COUNTY ROAD NO. 68**
- SW CORNER OF THE NW 1/4 OF THE NW 1/4**
- SEC. 21, TWP. 110 NORTH, RGE. 21 WEST**
- VICINITY MAP**
- NOT TO SCALE**
- CH. BRG. = S24°55'19"E**
CH. = 37.75
Q-A0010132"
L=37.76
R=537.43
- N89°36'08"W**
20.00
- S00°23'52"W**
16.00
- S89°34'13"E**
24.00
- 1287.61**
- 589°33'50"E**
- 803.31**
- N79°24'12"W**
100.80
- N42°00'26"E**
100.00
- N42°00'26"E**
100.00
- N22°56'42"E**
232.50
- N18°09'16"E**
(DEED)
- 135.49**
N89°34'13"W
(N89°58'30"W DEED)
- 836.00**
- EAST LINE OF THE WEST 2200 FEET**
- 24 2200.00**
- 24.45%**
- 10.81%**
- 17.06%**
- 11.21%**
- 16.19%**
- 17.85%**

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Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-180 Approve Street Closure
Application for Cry Baby Craig's & 10,000 Drops
Bloody Mary Fest

Background:

Cry Baby Craig's & 10,000 Drops will be holding a Bloody Mary Fest on October 7, 2023. They are requesting the closure of City public parking lot #11 and the alley adjacent to the parking lot from 10am-5pm for the event. A map highlighting the proposed closed area is attached.

Recommendation:

Approve Resolution 2023-180

Attachments:

1. Resolution 2023-180 Approve Street Closure Application for Cry Baby Craig's & 10,000 Drops Bloody Mary Fest
2. City Parking Lot Number 11
3. Street Closure Application

CITY OF FARIBAULT

RESOLUTION #2023-180

**APPROVE STREET CLOSURE APPLICATION FOR CRY BABY CRAIG'S & 10,000
DROPS BLOODY MARY FEST**

WHEREAS, Cry Baby Craig's & 10,000 Drops are hosting a Bloody Mary Fest October 7, 2023; and

WHEREAS, the Faribault City Council is supportive of this event; and

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

NOW, THEREFORE, BE IT RESOLVED, City public parking lot number 11 and the alley adjacent to the parking lot will be closed from 10am-5pm on October 7, 2023 for a Bloody Mary Fest.

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

City Parking Lot Number 11





Street Closure Application

(I) (we) hereby request consideration for closure of

Back lot of 405 central ave N

Street Address

between

and

(Street Name)

(Street Name)

for

Bloody Mary Fest

(description of event)

between the hours of

10

and

5

on

Date:

10/7/23

Applicant information:

Name:

Sam (Crey Baby Craigs) Bonin

Address:

405 central ave N

Phone:

612-810-5858

2nd Contact person:

Name:

Address:

Phone:

Orange traffic cones are available upon request. The applicant will be responsible for picking up and returning the cones. Applicant will make arrangements with Public Works at 333-0361 for date of pickup.

This application has been reviewed and approved on:

By:

DocuSigned by:
Travis Block
E66BB21B15C6137

Public Works Department

By:

DocuSigned by:
Dave Olson
F2A0EFAA0A086AFD

Fire Department

By:

DocuSigned by:
[Signature]
5574417BD056402

Police Department



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: September 26, 2023
SUBJECT: Approve Hold Harmless and Indemnification Agreement with 10,000 Drops

Background:

At the September 12, 2023 City Council meeting, the Council approved a 1 Day to 4 Day Application and Permit for On-Sale Liquor for 10,000 Drops. 10,000 Drops and Cry Baby Criags will be hosting a Bloody Mary Fest on October 7, 2023 that will be held in City Public Parking Lot #11 and the alley adjacent to the parking lot from 10am-5pm. Since the event will be located on City Property, a Hold Harmless and Indemnification Agreement is required.

Recommendation:

Approve agreement with 10,000 Drops

Attachments:

1. Hold Harmless-Indemnification - 10000 Drops

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this 26th day of September, 2023 by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and 10,000 Drops Craft Distillers, 28 4th Street NE, Faribault, MN 55021.

Recitals

WHEREAS, 10,000 Drops Craft Distillers has been granted a temporary on-sale liquor in the City; and

WHEREAS, 10,000 Drops Craft Distillers has requested that the City allow it to serve intoxicating liquor outdoors at an event being held in City Parking Lot #11 and the adjacent alley from 10:00 am to 5:00 pm (the “Event”); and

WHEREAS, the City has agreed to authorize 10,000 Drops Craft Distillers to serve intoxicating liquor at the Event, subject to 10,000 Drops Craft Distillers providing insurance and assuming liability for its activities associated with the Event, and complying with the specific rules applicable; and

NOW, THEREFORE, in consideration of the City’s actions described above, the parties agree as follows:

AGREEMENT

1. 10,000 Drops Craft Distillers agrees to follow all ordinances, rules and regulations of the City of Faribault and the State of Minnesota regarding its use of the identified City facility and its serving of intoxicating liquor at the Event.
2. 10,000 Drops Craft Distillers shall ensure that all intoxicating liquor that it dispenses is dispensed and consumed within area that is designated.
3. Prior to the Event, 10,000 Drops Craft Distillers shall provide the City for its review and approval a certificate of insurance evidencing that it has general liability and liquor liability insurance for the Event. The City shall be named as an additional insured with respect to these policies.
4. In addition to the required insurance coverage, 10,000 Drops Craft Distillers shall defend, indemnify and hold harmless the City of Faribault, its officials, employees, contractors and agents (collectively, the “City”) from and against any and all claims, damages, losses, or expenses including attorneys’ fees, which the City may suffer or for which the City may be held liable with respect to the activities authorized by the City pursuant to this Agreement, including the dispensing of intoxicating liquor.

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
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

10,000 DROPS CRAFT DISTILLERS

By: _____
Its: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-181 Approve Hiring Library Receptionist

Background:

Due to a retirement, there is a need to fill a Library Receptionist position. The position was posted from August 28, 2023 to September 8, 2023.

Fifteen applications were received, reviewed and scored for the position. Four applicants were selected for an interview. The interview panel consisted of Allyn McColley, Librarian, Deni Buendorf, Librarian and Delane James, Library Director. The panel selected Jamie Springer as the recommendation for hire.

Resolution 2023-181 recommends hiring Jamie Springer as the Library Receptionist. Jamie will be hired at Grade B Step 1 as per the Local 70 CBA 2022-2024. Her hire date is October 2, 2023.

Recommendation:

Approve resolution 2023-181, approving the hire of Jamie Springer as Library Receptionist.

Attachments:

1. Resolution 2023-181 Approve Hiring Library Receptionist

CITY OF FARIBAULT

RESOLUTION #2023-181

APPROVE HIRING LIBRARY RECEPTIONIST

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

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

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

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

Date Adopted: September 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: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-182 Authorize Execution of a Developer's Platting Agreement with Warn Investment LLC related to the Warner Addition

Background:

City Staff, in consultation with the property owner, prepared a Developer's Platting Agreement for Warner Addition, which creates four twinhome lots at 616 and 620 6th Street NW. Resolution 2023-182 allows City Staff to make minor revisions, if needed, to finalize the Agreement, and it authorizes the Mayor and City Administrator to execute the Agreement.

Recommendation:

Approve Resolution 2023-182.

Attachments:

1. Resolution 2023-182 Authorize Execution of a Developer's Platting Agreement with Warn Investments LLC Related to Warner Addition

CITY OF FARIBAULT

RESOLUTION #2023-182

AUTHORIZE EXECUTION OF A DEVELOPER'S PLATTING AGREEMENT WITH WARN INVESTMENT LLC RELATED TO THE WARNER ADDITION

WHEREAS, the Faribault City Council, on September 12, 2023, approved Resolution 2023-171, which approved the preliminary and final plats of Warner Addition; and

WHEREAS, Resolution 2023-171 requires that the City of Faribault (the "City") and Warn Investments LLC (the "Developer") enter into a Developer's Platting Agreement; and

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

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

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

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

WARNER ADDITION DEVELOPER'S PLATTING AGREEMENT

THIS DEVELOPER'S PLATTING AGREEMENT (this "Agreement") dated September ____, 2023, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Warn Investment 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 in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.
- B. The Developer intends to subdivide the Property to create four twinhome lots for the construction of two twinhome buildings.
- C. The City Council approved the preliminary and final plats of the Property in Resolution 2023-171 on September 12, 2023, (attached as Exhibit B) (the "Plat"). Said resolution (the "Authorizing Resolutions") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion.

[The remainder of this page is left intentionally blank]

TERMS OF THE AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

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

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE THREE CONSTRUCTION IMPROVEMENTS

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

ARTICLE FOUR ADDITIONAL PROVISIONS

- 4.01. Platting Requirements.** The Developer must plat the Property consistent with the final Plat of WARNER ADDITION approved by the City Council in Resolution No. 2023-171 on September 12, 2023, attached as Exhibit B. Platting requirements include, but are not limited to, the following:
- A. General Requirements. The Developer must satisfy, complete, and abide by all requirements in the Authorizing Resolution outlined in Exhibit B, and elsewhere in this Agreement. The Developer must address all plat, engineering, and other items and opinions as may be directed by the City Attorney, City Engineer, or others with City review and approval authority.
 - B. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with \$50,000.00 coverage. If the Developer does not record the Plat in the year 2023, the Developer must adjust the policy coverage per the formula approved by the City for the year the Plat is recorded with Rice County.

The above-referenced title work must identify all entities with a

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

The evidence of title, which determines which entities must execute the Plat and other documents to be recorded against the property, is subject to the review and approval of the City Attorney and the issuance of the City Attorney's plat opinion attached and incorporated into this Agreement as Exhibit C. If the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer must cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy. The policy must be to the satisfaction of the City Attorney, and the policy must be effective on the date on which the Plat is recorded. The City will not issue any permits or certificates of occupancy until the Developer provides the City with the following:

1. The required Title Insurance Policy;
2. Evidence that all documents have been recorded per this Agreement; and
3. All conditions for the release of the Plat have been met to the satisfaction of the City Attorney.

- C. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is responsible for all application fees, and other costs which may be associated with such revisions.

- D. Parkland Dedication Fee. The required parkland dedication fee is outlined in Resolution 2023-171 (Exhibit B) as follows:
- The Owner shall pay a cash fee in lieu of land for Park Dedication in accordance with Sec. 15-336 of the Unified Development Ordinance in the amount of \$1,000 based on one additional single-family (attached) residential unit approved with this application at the site compared to the site's previous development with one duplex and one single-family dwelling.
- E. Stormwater Operation and Maintenance Agreement. All future improvements on parcels within the Plat must meet all local, state, and federal stormwater management requirements in effect at the time of development.
- F. Shared Wall Agreement. Two Twinhome structures, each with two attached single-family dwelling units are to be developed with this subdivision plat. The Developer has provided a copy of a proposed Shared Wall Agreement setting forth covenants and restrictions for each dwelling unit, regarding the repair and maintenance of the roof and building exterior and common wall structure between units, as set forth in Exhibit F. The Shared Wall Agreement must be recorded by the Developer and shall run with the land shall pass to successors in title.
- G. Driveways. The driveways constructed to serve the planned twinhome units within the platted area may be constructed without a setback from the common lot line separating the dwelling units as shown on the preliminary plat. The common lot line shall be the property line separating Lot 1 from Lot 2 and the property line separating Lot 3 from Lot 4.
- H. Property Address. The address assignment for each of the lots within the plat shall be as follows:
- Lot 1. 620 6th Street NW
 - Lot 2. 618 6th Street NW
 - Lot 3. 616 6th Street NW
 - Lot 4. 614 6th Street NW

- I. Property Monumentation. The Developer must complete the following tasks:
 - 1. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.
 - 2. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in Exhibit E of this Agreement
 - 3. Mark all monuments with a steel or fiberglass post to allow an authorized agent of the City to verify the installation of the property monuments.
- J. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat, in a format suitable to the City Engineer, after all signatures have been obtained.
- K. Deadline to Record Plat. The Developer must record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval. The Developer's failure to record the Plat within the required deadline will automatically make the Plat null and void unless the City Council extends the deadline to record the Plat.

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

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Project and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction

materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

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

- A. Developer's Escrow to Process the Plat and this Agreement. The Developer provided the City with a \$3,000.00 cash escrow to reimburse the City for its actual costs regarding the following:
 - 1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and
 - 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement and related undertakings.
- B. Replenishment and Return of the Developer's Escrow. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return all remaining escrow to the Developer after the Project's completion and after the Developer has paid all required City costs and expenses per this Agreement.
- C. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- D. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its

rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

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

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

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

4.05. Indemnification. The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement.

The Developer and the Developer's successors or assigns agree to protect, defend, and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

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

- A. Reimbursement. The Developer must promptly reimburse the City for any expense incurred by the City.
- B. License for City Action. This Agreement licenses the City to act. The City need not obtain a court order to enter the Property to perform any work on which the Developer defaults.
- C. Special Assessment. The City may levy special assessments or service charges against the lots within the Plat to recover its costs for performing any work on which the Developer defaults pursuant to Section 4.03.D. of this Agreement. For this purpose, the Developer, for itself and its successors and assigns, expressly waives all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the assessed land. For itself and its successors and assigns, the Developer also waives any appeal rights otherwise available under Minnesota Statutes Section 429.081.

4.07. Miscellaneous Provisions.

- A. Complete Understanding between the Parties. This Agreement and its recitals and exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.

- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.
- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer must cease work until there is compliance.
- F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer is grounds for denial of building permits, including building permits associated with lots sold to third parties.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.

- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- J. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

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

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

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

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

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

- A. As to the Developer: Erick Warner, Chief Manager
Warn Investments LLC
4748 Morristown Blvd.
Faribault, MN 55021

B. As to the City: City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105

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

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

The remainder of this page is left intentionally blank.

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

By: _____
Notary Public

DEVELOPER

By: _____
Erick Warner, Chief Manager
Warn Investments LLC

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of September 2023, by Erick Warner, Chief Manager, Warn Investments LLC, a Minnesota limited liability company.

Notary Public

This document was drafted by:

Planning & Zoning Division
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
(507) 334-0100

EXHIBIT A
LEGAL DESCRIPTION

Lot 10, Block 1, McClellands Addition to Faribault, Rice County, Minnesota,
and Lot 11, Block 1, McClellands Addition to Faribault, Rice County,
Minnesota.

[Commitment may need to be revised as to legal description.]

EXHIBIT B

DocuSign Envelope ID: 4A07F6C3-200F-4D75-8328-557C21683E98

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2023-171

APPROVE PRELIMINARY AND FINAL PLAT APPLICATIONS FOR WARNER ADDITION AT 616 AND 620 6TH STREET NW

WHEREAS, Erick Warner of Warn Investments LLC, (the "Owner") has requested preliminary and final plat approval of two residential lots to create four lots for two twin homes at the current site of 616 and 620 6th Street NW, legally described on Exhibit A of this resolution; and

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

WHEREAS, the Planning Commission, on the 21st day of August 2023, following proper notice, held a public hearing regarding the applications and following said public hearing made findings and recommended approval of the applications; and

WHEREAS, the City Council, on the 12th day of September 2023, at a public meeting considered the application; and

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

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

Finding: The proposed preliminary plat is consistent with the area and lot width requirements in the R-3 Medium-Density Residential District.

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

Finding: The City's Land Use Plan guides the subject property for Established Residential Development. The proposed use for twin home development is consistent with this plan.

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

Finding: The preliminary plat provides for development of two-story twin homes that will be compatible with surrounding homes in the area.

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

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

- 5. Criteria: All submission requirements have been satisfied.**

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

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

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

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

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

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

3. All submission requirements have been satisfied.

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

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

1. The Owner shall adequately address all items as listed in the City Attorney's plat opinion letter or as may be otherwise directed by the City Engineer, City Attorney, or others with review and approval authority of the City.
2. The final plat shall be recorded with the Rice County Recorder's Office within twelve (12) months following City Council approval unless extended by the City, or it shall be deemed null and void.
3. The final plat shall be submitted in a digital format suitable to the City Engineer when the final plat is forwarded for required City signatures.

4. The Owner shall enter into a Development Agreement with the City prior to recording the final plat and shall satisfy all terms and conditions set forth in the Development Agreement.
5. Before the approved final plat is filed with the Rice County Recorder's office, all applicable fees must be paid and the Developer must enter into a Development Agreement to the satisfaction of the City Attorney, and satisfy all requirements contained in the Development Agreement.
6. The Owner shall submit a title insurance policy upon recording the plat and will be subject to any requirements resulting from City Staff's and the City Attorney's review of the title work and plat opinion issued for this plat.
7. The Owner shall pay a cash fee in lieu of land for Park Dedication in accordance with Sec. 15-336 of the Unified Development Ordinance in the amount of \$1,000 based on one additional single-family (attached) residential unit approved with this application at the site compared to the site's previous development with one duplex and one single-family dwelling.
8. The City Administrator and Mayor are authorized to have final revisions made to the plat and development agreement necessary to carry out City Council intent with this approval resolution.

Date Adopted: September 12, 2023

Faribault City Council

DocuSigned by:
Kevin F. Voracek
AF5449CB049D4E7
Kevin F. Voracek, Mayor

ATTEST:

DocuSigned by:
Timothy C. Murray
6DB99B870021410
Timothy C. Murray, City Administrator

Exhibit A Legal Description

Lot 10, Block 1, McClellands Addition to Faribault, Rice County,
Minnesota, and Lot 11, Block 1, McClellands Addition to Faribault, Rice
County, Minnesota.



B-7



EXHIBIT C



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

September 22, 2023

VIA E-MAIL ONLY

David Wanberg, AICP
Community & Economic
Development Director
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

RE: Plat Opinion – WARNER ADDITION

Gentlemen:

I have reviewed the title commitment from Northstar Title Group LLC, as issuing agent for Doma Title Insurance, Inc., with a commitment date of July 12, 2023 (the “Commitment”). I have also reviewed a final plat, prepared by PTS Land Services, Inc., which is titled WARNER ADDITION (the “Plat”).

The Commitment purports to cover the following legal description:

Property 1:

Lot 11, Block 1, McClelland’s Addition to Faribault, Rice County, Minnesota

Property 2:

Lot 10, Block 1, McClelland’s Addition to Faribault, Rice County, Minnesota

(the “Property”).

Based on my review of the Commitment and the Plat, I have the following comments relative to the proposed Plat:

1. **Plat execution.** The names and signatures of all of the following parties in interest must appear on the Plat:

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[

Mr. David Wanberg
Mr. Peter J. Waldock
September 22, 2023
Page 2

- a. Warn Investments LLC, a Minnesota limited liability company. *The Plat must be executed with all the formalities of a deed of title. I require a certificate of good standing from the Minnesota Secretary of State and evidence that the fee owner is authorized to convey easements dedicated in the Plat and that the person signing is authorized to execute the Plat on the owner's behalf. I require review of these instruments prior to recording.*
- b. The Commitment indicates that there is no mortgage on the Property. *If the Property is to be encumbered by a mortgage prior to the recording of the Plat, either a consent to plat must be executed by the mortgagee or the mortgagee must sign the Plat, which require my review prior to the Plat's release for recording.*

2. **Plat Corrections.** I require review of the following revisions.

- a. The fee owner notification of interest must be revised from "That Erick J. Warner, as President of Warn Investments, LLC, a Minnesota Limited Liability Company, fee owner, of the following" to "That Warn Investments LLC, a Minnesota limited liability company, owner of the following".
- b. The legal description of the Property must be revised from "Lot 10, Block 1, McClellands Addition to Faribault, Rice County, Minnesota, and Lot 11, Block 1, McClellands Addition to Faribault, Rice County, Minnesota." to "Lots 10 and 11, Block 1, McLellands Addition to Faribault, Rice County, Minnesota".
- c. The fee owner's dedication must be revised from "Have caused the same to be surveyed and platted as WARNER ADDITION and do hereby dedicate to the public for public the drainage and utility easements as shown on this plat." to "Has caused the same to be surveyed and platted as WARNER ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat."
- d. The fee owner notification of interest must be revised from:

"In witness whereof Erick J. Warner, President of Warn Investments, LLC. has hereunto set his hand this ____ day of _____, 20__." to:

"In witness whereof said Warn Investments LLC, a Minnesota limited liability company, has caused these presented to be signed by its proper officer this ____ day of _____, 20__.

Signed: Warn Investments LLC

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Mr. David Wanberg
Mr. Peter J. Waldock
September 22, 2023
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- e. The fee owner acknowledgment must be revised from "President, on behalf of the Company." to "President of Warn Investments LLC, a Minnesota limited liability company."

- f. The surveyor's certificate must be revised from:

"plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments as depicted on this plat have been or, will be correctly placed in the ground as shown within one year, that the outside boundary lines are correctly designated on the plat and that there are wetlands as defined in Minnesota Statutes Section 505.01 Subd. 3; and all public ways to be designated are shown thereon." to:

"plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on the plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20__."

- g. Following the surveyor's certification, there must be a blank for both the notary's printed name and signature.
- h. The City Council approval certificate should be revised from "Statutes section 505.03, subd. 2." to "Statutes, Section 505.03, Subd. 2."
- i. The Rice County surveyor approval certificate should be revised from "subd. 11" to "Subd. 11".
- j. The Rice County Recorder certificate should be revised from "RICE COUNTY RECORDER" to "RICE COUNTY REGISTRAR OF TITLES".
- k. The Rice County Recorder certificate should be revised from "office of the County Recorder" to "office of the Registrar of Titles".

3. **Title Exceptions:**

- a. Subject to drainage and utility easements, if any, as shown on the recorded plat of McClellands Addition to City of Faribault. *The recorded plat should be reviewed to determine the need to vacate any conflicting drainage and utility easements.*

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Mr. David Wanberg
Mr. Peter J. Waldock
September 22, 2023
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4. **Property taxes and assessments.** All real estate taxes payable in the year the Plat is recorded (including delinquent taxes plus penalty and interest, if applicable, and any deferred Green Acres taxes) must be paid prior to recording the Plat. Any special assessments against any part of the Property can be reapportioned among the new lots as provided in Minnesota Statutes Section 429.071(3).

Parcel 1

PIN 18.31.2.26.012 (Non-homestead)

Real estate taxes payable in 2023 are \$374.00 and are paid.

Base tax is \$374.00.

Parcel 2

PIN 18.31.2.26.011 (Non-homestead)

Real estate taxes payable in 2023 are \$374.00 and are paid.

Base tax is \$374.00.

There are no levied or pending assessments of record.

5. **Comments on Commitment.** The legal description of the Property according to the last document of conveyance is as follows: Lots 10 and 11, Block 1, McLellands Addition to Faribault, Rice County, Minnesota. *The legal description of the Property as on the Plat and on the Commitment must exactly match. I require review of any revisions to the legal description of the Property on the Commitment.*

This letter does not purport to set forth every matter relevant to a determination of whether title to the property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment.

This opinion is conditioned upon the issuance of a title policy in favor of the City of Faribault in the amount of \$50,000, insuring the City's interests as they appear in the plat of WARNER ADDITION.

Very truly yours,

KENNEDY & GRAVEN, CHARTERED



Scott J. Riggs
Faribault City Attorney

SJR:scz

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EXHIBIT D
CERTIFICATION OF PLAT MONUMENTATION



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

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

Signature

Date

Name

License No.

EXHIBIT E

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Warn Investments LLC, a Minnesota limited liability company (the "Developer"), has fully complied with its obligations under the Development Agreement dated _____, 2023 (the "Agreement") with the City of Faribault, which was recorded with the County Recorder of Rice County, Minnesota on _____, 20____ as Document Number _____ and the Registrar of Titles for Rice County, Minnesota on _____, 202____ as Document Number _____.

Dated: _____, 20__.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-183 Authorize Execution of a Developer's Platting Agreement with Ronald F. Carlsen related to the Ronald F. Carlsen Addition

Background:

City Staff, in consultation with the property owner, prepared a Developer's Agreement to plat a roughly one-acre commercial parcel at 1810 30th Street NW. Resolution 2023-183 authorizes City Staff to make minor revisions, if needed, to finalize the agreement, and authorizes the Mayor and City Administrator to execute the Agreement.

Recommendation:

Approve Resolution 2023-183.

Attachments:

1. Resolution 2023-183 Authorize Execution of a Developer's Platting Agreement with Ronald F. Carlsen related to the Ronald F. Carlsen Addition
2. Developer's Agreement

CITY OF FARIBAULT

RESOLUTION #2023-183

AUTHORIZE EXECUTION OF A DEVELOPER'S PLATTING AGREEMENT WITH RONALD F. CARLSEN RELATED TO THE RONALD F. CARLSEN ADDITION

WHEREAS, the Faribault City Council, on September 12, 2023, approved Resolution 2023-172, which approved the preliminary and final plats of Ronald F. Carlsen Addition; and

WHEREAS, Resolution 2023-172 requires that the City of Faribault (the "City") and Ronald F. Carlsen (the "Developer") enter into a Developer's Platting Agreement; and

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

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

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

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DEVELOPERS AGREEMENT – PLATTING ONLY

THIS AGREEMENT is made this _____ day of September 2023, by and between the City of Faribault, a Minnesota municipal corporation, (the “City”), and Ronald F. Carlsen, property owner (the “Developer”).

Recitals

A. The Developer is the fee owner of certain real estate located in the City of Faribault, Rice County, Minnesota, legally described as

(See **Exhibit A**)

(the “Property”).

B. The Developer shall plat the Property consistent with the preliminary and final plat of RONALD F. CARLSEN ADDITION (“Plat”), approved by the City Council in Resolution No. 2023-172 (the “Authorizing Resolution”) on September 12, 2023, which is set forth in **Exhibit B** and incorporated by reference to this Agreement as if fully set forth herein, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement and state statutes.

Agreement

In consideration of each party’s promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE REPRESENTATIONS AND WARRANTIES

1.01. 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.

1.02. 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 fee owner of the property.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are 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.

1.03. 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 ADDITIONAL PROVISIONS

2.01. Platting Requirements. (a) The Developer shall plat the Property consistent with the preliminary and final plat of RONALD F. CARLSEN ADDITION, approved by the City Council in Resolution No. 2023-172, on September 12, 2023, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement and state statutes. Subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement, and state statutes, the Developer shall finalize the plat of RONALD F. CARLSEN ADDITION and shall cause the final plat of RONALD F. CARLSEN ADDITION to be recorded with the Rice County Recorder/Registrar of Titles and provide the City with a reproducible Mylar copy of said plat.

(b) Prior to approval of the final plat by the City, Developer shall amend the preliminary plat as required by the Authorizing Resolution, the Faribault City Code, this Agreement, and state statutes.

2.02. Permits. The Developer shall obtain any necessary permits from the City, the Minnesota Pollution Control Agency, the Minnesota Department of Natural Resources, the Minnesota Department of Health, the Minnesota Department of Transportation, the Rice County Highway Department, and any other agency having jurisdiction over the Property before proceeding with any construction.

2.03. Property Monumentation. The Developer must complete the following tasks:

- A. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.
- B. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in **Exhibit D** of this Agreement
- C. Mark all monuments with a steel or fiberglass post to allow an authorized agent of the City to verify the installation of the property monuments.

2.04. 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 plat of RONALD F. CARLSEN ADDITION 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 Developer on July 31, 2023, deposited with the City the amount of \$3,000 to be applied to payment of the costs described in this Section 2.04, provided that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within 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 City does not recover its costs under the provisions of this paragraph 2.04, 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 Section 2.04, does not exceed the expenses

actually incurred by the City pursuant to this Agreement.

This Section 2.04 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

2.05. Attorneys' Fees. The Developer agrees to pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought by the City against the Developer to enforce the terms of this Agreement.

2.06. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

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

2.08. 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 the full performance of this Agreement unless the City expressly so releases the Developer in writing.

2.09. 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.

2.10. 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: Ronald F. Carlsen
2525 Schuster Lane NW
Rochester, MN 55901
- (b) as to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: Tim Murray, City Administrator
- with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
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 2.10.

2.11. Park Dedications/Fees/Dedications. Without limitation of any other obligation of the Developer contained in this Agreement or set forth in federal, state, or local law, the Developer agrees to comply with any dedication requirements, including park dedications or payments in lieu which may be required by the City's subdivision regulations. The Developer shall provide the City with a payment in lieu fee of \$2,400.00 as a park dedication fee in fulfillment of the park dedication requirements of the City's subdivision regulations.

The Developer further 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 (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of a final plat as set forth in the City's subdivision regulations.

2.12. 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.

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

2.14. 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.

2.15. 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. 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 2.15 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

2.16. 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.

2.17. 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.

2.18. Building Permits. Approval of the plat of RONALD F. CARLSEN ADDITION 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 subdivision. 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.

2.19. Miscellaneous Provisions.

A. The Developer represents to the City that the development of the Property, the subdivision, and the plat comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, plat, or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer 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 plat, 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 plat 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 public improvements are planned at the subject site at this time. The Developer shall cooperate with the City for the completion of future public improvements the City shall make it best efforts to repair any damage to the Developer's property caused by the City, its contractors, subcontractors, material men, employees, agents, or third parties in the construction of .

F. 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.

G. 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 exciting 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.

H. 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.

I. No officer, 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.

J. 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.

2.20. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution set forth in **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 plat opinion as set forth in **Exhibit C** 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.

2.21. City Attorney Review; Title Work. Prior to recording the Plat with Rice County, the Developer agrees to provide the City with a 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 Council's approval of the Plat contemplated by Resolution No. 2023-172 and this Agreement is subject to the Developer's compliance with this provision. The Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. § 505.03, or in the alternative, the Developer must provide an updated Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, park dedication, and drainage and utility easements). \$100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2023. If final Plat is not released for filing in the year 2023, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the final Plat is actually released for filing with the Rice County Recorder/Registrar. 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 final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the final Plat is recorded (the City will not issue any building permits or certificates of occupancy until it is provided with said Title Insurance Policy). Further, 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 Resolution and by the City Attorney are recorded and all conditions for release of the final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

2.22. Plat Modifications and Revisions. The parties to this Agreement acknowledge that various potential modifications and revision issues associated with the Plat 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 Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

2.23. Parking and Signage. The Developer shall be permitted to maintain parking spaces and maintain signage located within and encroaching into the area of 30th Street N.W. dedicated

pursuant to the Plat, so long as and until such time the publicly dedicated areas of 30th Street N.W. are deemed by the City in its sole discretion as necessary for use as public right of way. This Paragraph No. 2.23 shall act as a grant of a limited use to the Developer and shall be terminable immediately upon notification by the City to the Developer and such termination shall not be subject to any payment by the City to the Developer. Such grant of a limited use by the City to the Developer and the exercise of the limited use by the Developer shall be subject to the terms and conditions of this Agreement, and all existing Federal, State, and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

2.24. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as **Exhibit E**.

[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 September 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
RONALD F. CARLSEN

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Ronald F. Carlsen, as the Developer, pursuant to this Agreement.

Notary Public

This document drafted by:

Planning and Zoning Division (PJW)
City of Faribault
208 1st Avenue NW
Faribault, MN 55021
(507)_-334-01400

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property Located at 1810 39 ST NW, Faribault, MN 55021 PIN 18.24.2.75.002

That Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota described as follows:

Commencing at the Southeast corner of said Northwest Quarter (NW 1/4); thence Westerly along the South line of said Northwest Quarter (NW 1/4) (for purposes of this description bearings are assumed and based on said South line being South 89°34'00" West), 544.32 feet to a point in the Northwesterly line of 30th Street Northwest and the Northwesterly line of said McShane Addition; thence Northeasterly, along said Northwesterly line of 30th Street Northwest and said Northwesterly line of McShane Addition on the following 2 courses: 1) North 25°05'26" East, 86.72 feet; 2) along a tangential curve, concave Southwesterly (curve data: delta angle = 10°57'31"; radius = 955.52 feet; chord bearing and distance = North 30°34'11" East, 176.17 feet), an arc distance of 176.44 feet to the point of beginning of the parcel to be herein described; thence North 45°27'08" West, 205.00 feet; thence North 36°18'37" East, 188.00 feet; thence South 53°51'25" East, 228.00 feet to a point in said Northwesterly line of 30th Street Northwest and said Northwesterly line of McShane Addition; thence Southwesterly along said Northwesterly line of 30th Street Northwest and said Northwesterly line of McShane Addition on a Tangential curve, concave Southwesterly (curve data: delta angle = 13°39'49"; radius = 922.52 feet; chord bearing and distance = South 42°52'51" West, 219.48 feet) an arc distance of 220.00 feet to said point of beginning. Subject to roads, easements and restrictions of record, subject to encumbrance thereon.

DRAFT

EXHIBIT B
AUTHORIZING RESOLUTION
Resolution No. 2023-172

DRAFT

**EXHIBIT C
CITY ATTORNEY'S PLAT OPINION**

**EXHIBIT D
CERTIFICATE OF PLAT MONUMENTATION**



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

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

Signature

Date

Name

License No.

EXHIBIT E
CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Ronald F. Carlsen (the "Developer"), has fully complied with its obligations under the Development Agreement dated_____, 2023 (the "Agreement") with the City of Faribault, which was recorded with the County Recorder of Rice County, Minnesota on _____, 20__ as Document Number _____ and the Registrar of Titles for Rice County, Minnesota on_____, 202__ as Document Number _____.

Dated: _____, 20__.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-185 Approve Write-off of
Uncollectable Rental License Receivable Balances

Background:

Per Fire and Code Director Dienst, this resolution is for unpaid rental license balances for properties that have been sold that are not paid by the customer and have become uncollectible.

Once an account balance is determined to be uncollectible, the balances are removed from the accounts receivable ledgers and are considered as miscellaneous revenue collections if ever received through the collection process.

Recommendation:

Adopt Resolution 2023-185 to Approve Write-off of Uncollectible Rental License Receivable Balances.

Attachments:

1. Resolution 2023-185 Approve Write-off of Uncollectible Rental License Accounts Receivable Balances
2. Resolution 2023-185 Exhibit A

CITY OF FARIBAULT

RESOLUTION #2023-185

**APPROVE WRITE-OFF OF UNCOLLECTIBLE RENTAL LICENSE RECEIVABLE
BALANCES**

WHEREAS, City of Faribault cannot make a customer who is currently using utility services pay outstanding delinquent utility bills left unpaid by a previous owner of that same property; and

WHEREAS, the City may not collect from a customer who files bankruptcy or is in foreclosure; and

WHEREAS, delinquent, unpaid utility and miscellaneous accounts receivable balances become uncollectible by the City.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council deems that unpaid accounts receivable balances uncollectible and final billings are attached hereto as Exhibit A in the amount of \$734.77.

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
RENTAL LICENSE WRITEOFFS
2023**

Exhibit A

<u>Customer</u>	<u>Description of Service</u>	<u>Reason for Write-off</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Amount</u>
John Sheesley	Rental License (915-927 Spring Rd)	Unable to Collect Per Code	RP-0029	2/17/2021	310.00
	Rental License - Late Fees	Unable to Collect Per Code	RP-0029	4/20/2021	46.50
	Rental License (229 Central)	Unable to Collect Per Code	R2-0180	1/24/2022	170.00
	Rental License (311 Central)	Unable to Collect Per Code	RP-0802	8/27/2021	150.00
Kristofer Anderson	Rental License - Late Fees	Unable to Collect Per Code	RP-0015	Various 2020/2021	29.77
Spring Lake Manor	Rental License - Late Fees	Unable to Collect Per Code	RP-0952	2/1/2019	28.50
TOTAL WRITEOFFS					<u><u>734.77</u></u>



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: September 26, 2023
SUBJECT: Accept Quote for Digester Mixer Parts at Water Reclamation Facility

Background:

A mixer on digester number two at the Water Reclamation Facility (WRF) has failed and needs repair. The digester provides biological treatment of the solid waste generated. Staff has removed the mixer and identified the necessary parts required to rebuild the mixer. Rebuilding the mixer is a significant cost savings (approximately \$75,000) compared to the option of replacing the mixer.

Staff solicited a quote for the digester parts from Ovivo USA, Salt Lake City, UT for \$23,635.91. Funding will be provided by the Sanitary Sewer Fund (602).

Recommendation:

Accept Quote for Digester Mixer Parts at Water Reclamation Facility from Ovivo USA, Salt Lake City, UT

Attachments:

1. Ovivo USA Quote



Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
Phone: (801) 931-3000 Fax: (801)931-3080

Customer Quote

ATTENTION: Matt Carlson

PHONE NO: 651-289-9100

SOLD TO	CUSTOMER NUMBER 24579	SHIP TO
FARIBAULT,MN,CITY OF		FARIBAULT,MN,CITY OF
EM: accountspayable@ci.faribault.mn.us		WASTEWATER TREATMENT PLANT
208 FIRST AVENUE , NW		214 NE 14TH STREET,
CITY HALL		PLT PHONE NO. 507-334-8696
FARIBAULT MN 55021-5105		FARIBAULT MN 55021
USA		USA

QUOTE #	DATE	TERMS	CUSTOMER RFQ	SALESPERSON	CURRENCY
QSSW107761	9/19/2023	Net 30 days		.GNE	USD

L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
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Ovivo can also provide you with installation labor services.

Please contact us for additional turn-key pricing.

1	PART # 24785D81A HOUSING,BEARING,LOWER,STL Drawing: 24785D81 REV 1	1	EA	14-15 WEEKS	7,948.72	7,948.72
2	PART # 900516A PROPELLER,SLUDGE MIXER,24",CI Drawing: 900516 REV D	1	EA	8-9 WEEKS	7,948.72	7,948.72
3	PART # BAP1886-163-01 MIXER SHAFT, STEEL Drawing: BAP1886-163 REV 1 #	1	EA	7-8 WEEKS	7,738.47	7,738.47

Please submit purchase order to:

Your point of contact is:

Rusty Sirwaitis

Project Manager

Email: Rusty.Sirwaitis@ovivowater.com

C: (801) 388-5622

Fax: 801-931-3080

Sale Amount:	23,635.91
Total Amount:	23,635.91
	USD



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: September 26, 2023
SUBJECT: Resolution 2023-184 Order Improvements and Order Preparation of Plans and Specifications for Airtech 2 Street, Utility and Stormwater Improvements - Contract 2022-07

Background:

The attached resolution orders the improvements for the proposed Airtech 2 Street, Utility and Stormwater Improvements project (Contract 2022-07), including removals, watermain extension, sanitary sewer extension, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration, regional stormwater basin construction and related improvements.

The streets proposed to be included in this project are as follows:
Airtech Court (Airtech Drive to Steele Waseca Substation)

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

Individual meetings were held (either in person or virtually) with each of the property owners impacted by the proposed project. Some of the issues and concerns expressed at the meeting included:

- Overall Project Costs
- Determining how much future expansion should be accounted for in the stormwater basin for each parcel
- Necessity of extension of Airtech Court
- Questions about special assessment process, rates, timing and terms

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering, is \$1,400,000.00. Proposed funding

for the project is as follows:

Special Assessments	\$1,067,300.00	76.2%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 332,700.00</u>	<u>23.8%</u>
Total	\$ 1,400,000.00	100.0%

As detailed in the feasibility report, the improvements are proposed to be specially assessed per City policy and cost share splits detailed in a previous City memo from 2002/2003.

As this is a non-petitioned project proposing to levy special assessments against benefiting properties, a minimum 6/7ths vote of the City Council is required to advance the improvements. It is planned to solicit bids on this project this fall/winter and provide a flexible construction start date with final completion in early summer of 2024.

Recommendation:

Approve Resolution 2023-184

Attachments:

1. Resolution 2023-184 Order Improvements and Order Preparation of Plans and Specifications for Airtech 2 Street, Utility and Stormwater Improvements
2. (2022-07) Public Hearing Notice
3. (2022-07) Area Map

CITY OF FARIBAULT

RESOLUTION #2023-184

ORDER IMPROVEMENTS AND ORDER PREPARATION OF PLANS AND SPECIFICATIONS FOR AIRTECH 2 STREET, UTILITY AND STORMWATER IMPROVEMENTS - CONTRACT 2022-07

WHEREAS, Resolution 2023-168, adopted on September 12, 2023, fixed a date for a Council hearing on the proposed Airtech 2 Street, Utility and Stormwater Improvements project (Contract 2022-07), including removals, watermain extension, sanitary sewer extension, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration, regional stormwater basin construction and related improvements on the following streets:

Airtech Court (Airtech Drive to Steele-Waseca Substation)

and it is proposed to assess the benefited property for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429, and this report was received by the Council on September 12, 2023.

WHEREAS, ten days published notice of the hearing through two weekly publications of the required notice was given and the hearing was held on September 26, 2023, at which time all persons desiring to be heard were given an opportunity to be heard thereon, and;

WHEREAS, the total cost of the improvements is estimated to be \$1,400,000.00, all or a portion of which will be assessed to benefiting property owners based on the special assessment rates detailed in the feasibility report according to the City's special assessment policy.

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

ALSO, BE IT RESOLVED, that the proposed Airtech 2 Street, Utility and Stormwater Improvements project (Contract 2022-07), including removals, watermain extension, sanitary sewer extension, lot services, storm sewer construction, grading, aggregate base, bituminous paving,

turf restoration, regional stormwater basin construction and related improvements on the following streets:

Airtech Court (Airtech Drive to Steele-Waseca Substation)

are hereby ordered as proposed in the Council Resolution adopted September 26, 2023, and it is proposed to assess the benefited property for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429.

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

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

Date Adopted: September 26, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



September 13, 2023

Dear Property Owner:

The purpose of this letter is to inform you that a public hearing has been scheduled before the Faribault City Council to consider ordering the improvements for the proposed Airtech 2 Street, Utility and Stormwater Improvements project (Contract 2022-07), including removals, watermain extension, sanitary sewer extension, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration, regional stormwater basin construction and related improvements on the following streets:

Airtech Court (Airtech Drive to Steele-Waseca Substation)

The information for the public hearing is contained on the attached Notice of Public Hearing. Following the public hearing the City Council will formally consider whether or not to proceed with the improvement project.

A copy of the feasibility report is available in the City Engineering Department, located at 1200 Belview Trail, Faribault MN 55021 or at the following link: <https://www.ci.faribault.mn.us/727/AirTech-Court-Street-Utility-Extensions>.

As the most common question we get asked following the sending of these notices relates to the costs, we have included the preliminary Special Assessment Roll for this project. These special assessments for the reconstruction improvements use the adopted City Special Assessment policy.

I urge that if you have any questions or concerns regarding the proposed improvement project that you do attend the public hearing.

Sincerely,

Mark DuChene, PE

City Engineer

(507) 333-0360

mduchene@ci.faribault.mn.us

OFFICIAL PUBLICATION

NOTICE OF

PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Faribault, Minnesota will meet in the Council Chambers, City Hall, on Tuesday, September 26, 2023 at 6:00 p.m. to hear reasons for or against the following:

The Airtech 2 Street, Utility and Stormwater Improvements project (Contract 2022-07), including removals, watermain extension, sanitary sewer extension, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration, regional stormwater basin construction and related improvements on the following streets:

Airtech Court (Airtech Drive to Steele-Waseca Substation)

It is estimated that the total cost of the improvements will be \$1,400,000.00 and that a portion of the costs would be paid for by the levying of special assessments at the standard assessment rates for City improvements.

A copy of the feasibility report and the preliminary special assessment roll is available in the City Engineering Department, located at 1200 Belview Trail, Faribault MN 55021 or at the following link: <https://www.ci.faribault.mn.us/727/AirTech-Court-Street-Utility-Extensions>. All property owners affected by the proposed improvements are invited to be present either in person or by counsel and they will be heard.

BY ORDER OF THE CITY COUNCIL

Dated: September 12, 2023

Timothy C. Murray
City Administrator

PARCELID	DEEDHOLD	STREET NUM	STREETNAME	MAIL ADDRESS	MAIL CITY	MAIL STATE	MAIL ZIP	TOTAL LOT AREA	CONTRIBUTING DRAINAGE AREA	CONTRIBUTING FLOW (PERCENTAGE)	TOTAL ESTIMATED COSTS	TOTAL ASSESSMENT
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Part 1 Airtech 2 Stormwater Improvements

1824227001	TRU VUE INC	2150	AIRPORT DRIVE	2150 AIRPORT DRIVE	FARIBAULT	MN	55021	17.32	17.32	47.1%	\$ 900,000.00	\$423,900.00
1824227003	REALTY INCOME PROPERTIES 5, LLC	2050	AIRTECH DRIVE	2050 AIRTECH DRIVE	FARIBAULT	MN	55021	14.56	6.19	14.7%	\$ 900,000.00	\$132,300.00
1824227005	IFP, INC	2125	AIRPORT DRIVE	2125 AIRPORT DRIVE	FARIBAULT	MN	55021	19.54	7.34	12.9%	\$ 900,000.00	\$116,100.00
1824227006	CITY OF FARIBAULT	NA	AIRPORT DRIVE	208 1ST AVE NW	FARIBAULT	MN	55021	2.56	2.56	25.3%	\$ 900,000.00	\$227,700.00
												\$900,000.00

Total	\$900,000.00
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 Excludes Portion of Lot That Drains to Separate Storm Water Basin and Area of New Basin

PARCELID	DEEDHOLD	STREET NUM	STREETNAME	MAIL ADDRESS	MAIL CITY	MAIL STATE	MAIL ZIP	TOTAL FRONTAGE	ASSESSED FRONTAGE		ASSESSMENT RATE	TOTAL ASSESSMENT
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Part 2 Airtech 2 Street and Utility Improvements

1824227003	REALTY INCOME PROPERTIES 5, LLC	2050	AIRTECH DRIVE	2050 AIRTECH DRIVE	FARIBAULT	MN	55021	667.59	25%		\$125,000.00	\$125,000.00
1824227004	STEELE WASECA CO-OP ELECTRIC	NA	AIRTECH COURT	2411 BRIDGE STREET W, PO BOX 485	OWATONNA	MN	55060	82.01	25%		\$125,000.00	\$125,000.00
1824227005	IFP, INC	2125	AIRPORT DRIVE	2125 AIRPORT DRIVE	FARIBAULT	MN	55021	393.76	29%		\$145,000.00	\$145,000.00
	CITY OF FARIBAULT	NA	AIRPORT DRIVE	208 1ST AVE NW	FARIBAULT	MN	55021	286.95	21%		\$105,000.00	\$105,000.00
												\$500,000.00

Total	\$500,000.00
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 Assessed Frontage Accounts for Frontage Along City Regional Stormwater Basin

AFFIDAVIT OF DISTRIBUTING NOTICES

State of Minnesota)
) ss
County of Rice)

Project: #2022-07, Airtech 2 Street, Utility and Stormwater Improvements

Mark DuChene, being first duly sworn, deposes and says: I am a United States citizen, over 21 years of age and the City Engineer of the City of Faribault, Minnesota. On, September 13, 2023, acting on behalf of said City, I caused a copy of the attached notice of hearing on the proposed improvement to be delivered to the attached list of persons at the addresses appearing below their respective names.



Mark DuChene, P.E.
City Engineer

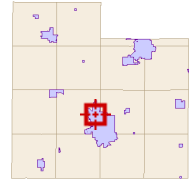
Subscribed & Sworn to Before me this
12th day of September, 2023
Danielle Radtke

Notary Public





Overview



Legend

- Townships
- Sections
- Parcels
- Roads
- Road Numbers

The parcels are the base parcels in Rice County.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

Date created: 6/21/2023

Last Data Uploaded: 6/21/2023 5:24:10 AM

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CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
8 MONTHS ENDING August 31, 2023
66.67%



GENERAL FUND

	Actual	Annual Budget	Actual to Date	YTD %
	FY 2022	FY 2023	FY 2023	Collected
Revenues				
Taxes	\$ 9,150,827	\$ 9,656,552	\$ 5,160,900	53.44%
Permit & Licenses	694,627	730,281	575,050	78.74%
Intergovernmental Revenue	8,606,802	7,311,762	3,744,416	51.21%
Charges for Services	1,632,119	1,601,335	828,093	51.71%
Fines & Forfeits	131,353	128,000	95,820	74.86%
Miscellaneous Revenue	(155,102)	179,290	425,944	237.57%
Other Sources	(0)	-	-	0.00%
Total	\$ 20,060,625	\$ 19,607,220	\$ 10,830,224	55.24%
Expenditures				
Council	\$ 455,856	\$ 408,342	\$ 264,167	64.69%
City Administration	293,500	313,108	201,697	64.42%
Communications	-	150	55,686	37123.68%
Elections	38,080	1,810	1,841	101.72%
Finance Administration	438,440	487,215	321,864	66.06%
Information Services	219,920	235,612	156,250	66.32%
Legal Services	242,618	277,230	147,869	53.34%
Personnel Administration	319,286	351,306	229,814	65.42%
Planning & Zoning	455,005	503,112	219,929	43.71%
City Hall Maintenance	171,165	170,632	116,649	68.36%
Police Administration	1,125,372	1,158,831	764,353	65.96%
Criminal Investigation	1,063,811	1,147,230	739,715	64.48%
Uniform Patrol	3,277,805	3,580,249	2,166,944	60.52%
Police Records	347,753	339,579	192,512	56.69%
Fire Administration	286,600	304,098	195,695	64.35%
Fire Suppression	1,470,568	1,490,446	945,347	63.43%
Code Enforcement -Inspection	569,660	594,634	324,833	54.63%
Emergency Management	5,678	6,050	3,321	54.90%
Community Services	246,791	325,001	169,152	52.05%
Public Works Administration	105,223	120,455	91,176	75.69%
Street Maintenance Projects	1,539,840	1,537,187	1,066,039	69.35%
Ice & Snow Removal	142,688	125,000	108,788	87.03%
Equipment Maintenance	317,087	286,936	193,026	67.27%
Street Lighting	301,624	314,500	187,526	59.63%
Traffic Signs & Signals	46,090	44,410	17,036	38.36%
Engineering	588,030	634,115	370,602	58.44%
Community Center Administration	655,472	689,934	395,440	57.32%
Community Center Building	588,005	607,178	395,534	65.14%
Aquatic Center	369,672	363,222	345,876	95.22%
Washington Center	73,664	72,504	38,305	52.83%
Soccer Complex	35,468	31,681	23,559	74.36%
North Viaduct Area Park	-	-	-	
Adult Programs	160,860	165,484	94,523	57.12%
Youth Programs	121,068	151,161	127,511	84.35%
Parks	1,107,141	1,196,282	756,267	63.22%
Library	1,170,396	1,319,832	799,616	60.58%
Miscellaneous Unallocated	201,631	264,456	99,242	37.53%
Mass Transit	-	10,000	-	0.00%
Total	\$ 18,551,866	\$ 19,628,972	\$ 12,327,702	62.80%
	1,508,759	(21,752)	(1,497,478)	
Lease Proceeds	22,599			
* transfer to capital funds	(748,159)			
YTD Fund Balance Increase (Decrease)	783,199			

WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 4,021,846	\$ 4,034,661	\$ 3,057,196	75.77%
Miscellaneous Revenue	(88,754)	117,700	199,325	169.35%
Other Sources	1,263,230	-	115,164	
Total	\$ 5,196,322	\$ 4,152,361	\$ 3,371,685	81.20%
Expenses				
Personnel Services	\$ 655,792	\$ 578,649	\$ 385,394	66.60%
Supplies	416,614	377,100	421,480	111.77%
Other Services & Charges	1,086,218	718,741	485,558	67.56%
Capital Outlay	-	5,907,078	646,458	10.94%
Debt Service	87,783	589,216	84,583	14.36%
Other Uses	90,000	90,000	60,000	66.67%
Total	\$ 2,336,406	\$ 8,260,784	\$ 2,083,473	25.22%
YTD Fund Balance Increase (Decrease)	2,859,916	(4,108,423)	1,288,212	
Depreciation	(701,453)	(1,100,000)	(733,333)	
YTD Fund Balance Increase (Decrease) with depreciation	2,158,463		554,879	

SEWER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 6,618,833	\$ 6,653,691	\$ 4,911,009	73.81%
Fines & Forfeits	-	-	16,060	
Miscellaneous Revenue	(518,431)	218,000	394,417	180.93%
Other Sources	21,268	-	-	
Total	\$ 6,121,671	\$ 6,871,691	\$ 5,321,486	77.44%
Expenses				
Sewer Collection				
Personnel Services	\$ 722,796	\$ 533,411	\$ 328,042	61.50%
Supplies	70,837	71,375	60,936	85.38%
Other Services & Charges	272,974	303,532	153,302	50.51%
Capital Outlay	-	3,488,206	74,967	2.15%
Other Uses	105,000	105,000	70,000	66.67%
Water Reclamation Plant				
Personnel Services	998,153	1,004,730	641,084	63.81%
Supplies	350,463	446,957	392,476	87.81%
Other Services & Charges	1,140,281	1,200,556	674,889	56.21%
Capital Outlay	-	462,377	32,831	7.10%
Debt Service	261,899	1,496,944	241,944	16.16%
Other Uses	105,000	105,000	70,000	66.67%
Total	\$ 4,027,404	\$ 9,218,088	\$ 2,740,471	29.73%
YTD Fund Balance Increase (Decrease)	2,094,267	(2,346,397)	2,581,015	
Depreciation	(1,728,670)	(1,725,000)	(1,150,000)	
YTD Fund Balance Increase (Decrease) with depreciation	365,597		1,431,015	

STORM WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 1,399,096	\$ 1,467,909	\$ 1,046,062	71.26%
Miscellaneous Revenue	206,627	73,167	99,964	136.62%
Intergovernmental	-	-	-	0.00%
Total	\$ 1,605,723	\$ 1,541,076	\$ 1,146,027	74.37%
Expenses				
Personnel Services	\$ 271,004	\$ 258,625	\$ 156,792	60.63%
Supplies	26,378	37,550	9,525	25.37%
Other Services & Charges	167,898	211,884	135,092	63.76%
Capital Outlay	-	3,116,200	25,370	0.81%
Other Uses	-	-	-	
Total	\$ 465,279	\$ 3,624,259	\$ 326,779	9.02%
YTD Fund Balance Increase (Decrease)	1,140,444	(2,083,183)	819,248	
Depreciation	(328,265)	(330,000)	(220,000)	
YTD Fund Balance Increase (Decrease) with depreciation	812,180		599,248	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
8 MONTHS ENDING August 31, 2023
66.67%



CASH AND INVESTMENTS					
101	General Fund	9,930,041			Average interest Rate
	Fire Insurance Escrow	82,450	Wells Fargo	197,026	0.00%
210	Charitable Gambling Board	55,236	4M Fund	556,315	5.28%
211	City Rental Property Mgmt	101,927	State Bank of Faribault	1,482,256	5.46%
215	Public Safety Programs	33,044	Citizens Community Federal	7,151,528	5.52%
217	Library Estate Donation	2,959,648	RBC	33,072,479	2.04%
225	Airport	579,944	Oppenheimer	9,172,755	3.22%
239	Tax Abatements	-		<u>\$ 51,632,360</u>	
240	Community Development	131,094			
241	Public Housing	246,491			
	Security Deposits Escrow	22,616			
243	Industrial Development Loan	268,887	Petty cash (on hand)	1,145	
244	Rental Housing Rehabilitation	195,880	Escrow Accounts	119,723	1.88%
247	SCDP Revolving Loans	378,355		<u>\$ 120,868</u>	
248	Federal MIF Loans	649,155			
249	Minnesota Investment Fund	14,587			
254	CRV Rehabilitation Program	59,239			
263-272	TIF Districts	213,636			
280	Faribault HRA	805,884	TOTAL CASH	<u>\$ 51,753,227</u>	
290	Economic Development Authority	1,283,189			
292	EDA Revolving Fund	414,946			
344-349	Debt Service Funds	2,640,724			
401	Street Improvement Projects	2,120,882			
404	Park Land Dedication	572,729			
431	Capital Replacement Fund	1,404,354			
437	Public Facility Projects	722,665			
601	Water Fund	6,728,877			
602	Sewer Fund	13,204,653			
603	Storm Water Fund	4,211,429			
704	Worker's Compensation	296,512			
705	Property Liability Reserve	190,168			
873	Roberds Lake Sewer District	10,319			
897	Elderly Housing Corporation	472,924			
898	Robinwood Manor	736,085			
	Escrow Account	14,657			
	Total	<u>\$ 51,753,227</u>			