



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, OCTOBER 24, 2023

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions – None**
- 3. Approve minutes of October 10, 2023 City Council Meeting and the October 17, 2023 Special City Council Meeting (Closed Session)**
 - A. Approve minutes of October 10, 2023 City Council Meeting and the October 17, 2023 Special City Council Meeting (Closed Session)
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2023-194 Declaring Precinct Polling Places in the city of Faribault for all Federal, State, Local and Special Elections
 - C. Resolution 2023-195 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts
 - D. Resolution 2023-196 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts
 - E. Approve Change Order No. 4 for Water Treatment Plant
 - F. Approve Purchase of Fire Apparatus Chassis
 - G. Resolution 2023-204 Declare Fire Portable Radios as Surplus and Donate to Mutual Aid Partners
 - H. Approve Listing Agreement for Sale of City-Owned Parcel
 - I. Approve Mediated Settlement Agreement and Release
 - J. Accept Professional Services Proposal for Miscellaneous Bridge Inspections
 - K. Approve Drainage Facility & Waterway Agreement with Union Pacific Railroad Company
 - L. Approve Voter Operations, Technology & Elections Resources (VOTER) Account Agreement with Rice County
 - M. Approve DDA Human Resources, Inc. Proposal for City Administrator Search
 - N. Approve Private Hangar Land Lease
 - O. Approve 2024 Insurance Liability Coverage Waiver Form
 - P. Denial of Appeal to Waive Recovery Charges for Storm Water Utility
 - Q. Resolution 2023-201 Approve Hiring Engineering Technician I
 - R. Resolution 2023-202 Accept Donation Made to the Police Department
 - S. Resolution 2023-203 Approve Faribault Police Department Joint Powers Agreement with South Metro SWAT (SMS)
 - T. Approve Purchase Agreement for Sale of City-owned Parcel
- 5. Requests to be Heard**
- 6. Public Hearings – None**

7. Items for Discussion - None

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

A. Monthly Financial Report

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, OCTOBER 10, 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, City Engineer Mark DuChene, Parks and Recreation Director Paul Peanasky, Human Resources Director Kevin Bushard and Police Chief John Sherwin.

Presentations/Introductions

A Proclamation Recognizing National Pregnancy and Infant Loss Remembrance Day was read by Mayor Voracek.

A Proclamation Recognizing White Cane Safety Awareness Day was read by Mayor Voracek.

Approve minutes of the September 26, 2023 City Council Meeting, the September 26, 2023 Special City Council Meeting - Closed Session and the October 3, 2023 Special City Council Meeting - Closed Session

Motion by Ross, seconded by Doumbouya to approve the minutes of the September 26, 2023 City Council Meeting, the September 26, 2023 Special City Council Meeting - Closed Session and the October 3, 2023 Special City Council Meeting - Closed Session and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2023-186 Accept Donated Equipment to the Police Department - 24 Automated External Defibrillators
- C. Resolution 2023-187 Accept BJA Rural and Small Department Violent Crime Reduction Program Grant Award
- D. Approve LG240B Application to Conduct Excluded Bingo
- E. Resolution 2023-188 Approve Hiring City Planner
- F. Resolution 2023-189 Approve Hiring Community Services Officer
- G. Approve Quote to Replace Shower Tile and Install Grab Bars
- H. Resolution 2023-192 Approve Faribault's 2023 Energy Action Plan
- I. Resolution 2023-193 Approve MOU to Implement Faribault's 2023 Energy Action Plan

- J. Approve Quote to Repair Chimney at Washington Recreation Center and Budget Revision

Motion by van Sluis, seconded by Doumbouya to approve Consent Agenda Items A-J and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Resolution 2023-191 Order Improvements, Approve Plans and Specifications and Set Bid Date for TH 3 Sanitary Sewer Improvements Project - Contract 2023-08

City Engineer Mark DuChene explained that Resolution 2023-191 orders the improvements and approves the construction plans and specifications for the proposed 2023 TH 3 Sanitary Sewer Improvements project - Contract 2023-08 including removal, replacement and construction of a new sanitary sewer trunk main along the south side of TH 3 from Hulett Avenue to 2nd Avenue NW as well as the in-place rehabilitation of a portion of the existing trunk sewer main under TH 3 from the Canadian Pacific Railroad crossing to 2nd Avenue NW.

The preliminary total estimated cost of the improvements, including 5% contingency and 15% engineering, is \$2,756,100. Funding for the project will come from the Sanitary Sewer Utility Fund – 602.

The attached resolution also establishes a bid date of November 8, 2023 for the project. This project has a flexible start date, allowing for construction to start either in 2023 or in the spring of 2024 with substantial completion before the 2024 Rice County Fair. Sewer lining work on the existing trunk main under TH 3 may extend

Mayor Voracek asked if there was a penalty clause if they do not finish in the project by the stated completion date, DuChene stated that there is one written in the contract.

Motion by Ross, seconded by Doumbouya to approve Resolution 2023-191 Order Improvements, Approve Plans and Specifications and Set Bid Date for TH 3 Sanitary Sewer Improvements Project - Contract 2023-08 and carried 6:0 with Councilor van Sluis abstaining due to a possible conflict of interest.

Bids

Resolution 2023-190 Accept Bids for 2023 13th Street NW Watermain Extension - Contract 2023-16

City Engineer Mark DuChene stated that on Monday, October 9, 2023, bids were received for the proposed 2023 13th Street NW Watermain Extension - Contract 2023-16, which includes the construction and extension of an eight-inch waterman in an existing City easement that is planned for the future to be an extension of 13th Street NW from 18th Avenue NW to Lyndale Avenue. The watermain extension is required to provide system

redundancy and backup to the existing 1950's watermain on the Lyndale Avenue right-of-way that has had a number of breaks in the recent past. The Lyndale Avenue watermain is scheduled to be replaced as part of the 2024 CIP.

A summary of the bids was as follows:

Holtmeier Construction Inc, Mankato, MN	\$ 96,454.95
K.A. Witt Construction, New Prague, MN	\$106,157.00
BCM Construction, Inc, Faribault, MN	\$107,890.00
Heselton Construction, Faribault, MN	\$125,496.25
Schumacher Excavating Inc, Zumbrota, MN	\$137,190.00

The total cost of the project including 5% contingencies and engineering fees will be \$117,000.00 and will be paid for out of the Water Utility Fund.

DuChene recommended to award the contract to Holtmeier Construction Inc., Mankato, MN. Construction on the project is scheduled to be substantially completed by the middle of November, 2023.

Mayor Voracek asked for the timeline on this project, DuChene stated that it would be completed this year. He also asked if this project also bid out the failing waterline and if the waterline could be a sleeved, DuChene explained that that project is in the 2024 CIP and that it probably would not be a candidate for a sleeve.

Motion by Spooner, seconded by Ross to approve Resolution 2023-190 Accept Bids for 2023 13th Street NW Watermain Extension - Contract 2023-16 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

City Administrator Tim Murray stated that the roundabout will be open on Friday morning and that a ribbon cutting will occur at 1:00 p.m. on Monday, October 16, 2023.

Councilor Spooner asked when the new water tower would be ready—City Engineer Mark DuChene stated that it would be on-line on November 9, 2023. Councilor van Sluis asked how long it would take to fill, DuChene explained the process, and that it takes about a week. van Sluis also asked if the lights would also be ready on the 9th, DuChene stated those would most likely be later due to supply chain issues.

Adjournment

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

The meeting was adjourned at 6:15 p.m.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, OCTOBER 17, 2023

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 7:14 pm. Councilors in attendance included Sara Caron, Royal Ross, Adama Doumbouya, Peter van Sluis and Tom Spooner. Also in attendance was City Administrator Tim Murray and Public Works Director Travis Block.

Mayor Voracek requested a motion to go into closed session pursuant to Minnesota Statutes, section 13D.05, subd. 3(b) regarding the following: to conduct a closed session pursuant to the attorney-client privilege to engage in and discuss confidential attorney-client communications related to mediation, potential settlement negotiations and litigation strategies in connection with the pending litigation matter involving the City's well house No. 5 facility entitled Rice Lake Construction Group vs. City of Faribault, Minnesota; Court File No.: 66-CV-22-2417.

City Staff were present to discuss the status of this dispute and options moving forward. The need for confidentiality outweighs the purposes of the open meeting law because our attorneys intend to candidly discuss the City's position, its options, and potential strategies related to this active dispute.

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

The meeting was closed at 7:15 pm.

Motion by Spooner, seconded by Caron to open the Special City Council meeting and carried unanimously.

The meeting was opened at 7:22 pm.

The Council discussed confidential attorney-client communications and litigation strategy related to a litigation matter with Rice Lake Construction Group.

Adjournment

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

Meeting adjourned at _____ pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: October 24, 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 \$2,465,798.17, which includes check numbers 178980 to 179075 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. 10-24-2023 Council AP List

AP
AP Council Approval 10-24-2023



User: astadler
Printed: 10/19/2023 3:49:52 PM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	4,550.00	September Electrical Inspections
	5 Star Inspections Inc		4,550.00	
178989	Amazon Capital Services	601-49430-000-42020	39.99	Barcode Scanners
178989	Amazon Capital Services	602-49450-000-42020	39.99	Barcode Scanners
178989	Amazon Capital Services	101-42220-420-42110	61.34	Water Treatment for Eyewash Station
178989	Amazon Capital Services	101-45500-450-42190	24.28	Books
178989	Amazon Capital Services	101-42123-420-42410	412.25	Stand Up Desk / M Krenik -Officer Wellness Funds
178989	Amazon Capital Services	101-00000-000-10100	412.25	Stand Up Desk / M Krenik -Officer Wellness Funds
178989	Amazon Capital Services	101-00000-000-10108	-412.25	Stand Up Desk / M Krenik -Officer Wellness Funds
178989	Amazon Capital Services	101-42400-420-42420	67.32	Webcam
178989	Amazon Capital Services	101-45500-450-42190	10.00	Books
178989	Amazon Capital Services	602-49450-000-42210	112.33	Honda Motor Parts
178989	Amazon Capital Services	101-45122-450-42410	37.31	Carpet Sweeper
178989	Amazon Capital Services	101-45500-450-42190	35.24	Books
178989	Amazon Capital Services	602-49450-000-42020	92.27	Barcode Scanners
178989	Amazon Capital Services	601-49430-000-42020	92.27	Barcode Scanners
178989	Amazon Capital Services	101-45500-450-43130	22.09	3D Printer Filament
178989	Amazon Capital Services	101-45500-450-42190	18.87	Book
178989	Amazon Capital Services	101-45500-450-43130	19.99	3D Printer Filament
178989	Amazon Capital Services	101-45500-450-42010	15.98	Ziploc Bags
178989	Amazon Capital Services	101-45500-450-43130	37.90	Cutting Mat and Blades
178989	Amazon Capital Services	601-49430-000-42020	-39.99	Returned Barcode Scanners
178989	Amazon Capital Services	602-49450-000-42020	-39.99	Returned Barcode Scanners
178989	Amazon Capital Services	101-45500-450-42190	53.67	Books
178989	Amazon Capital Services	101-42400-420-42020	47.98	Headset with Microphone
178989	Amazon Capital Services	101-42123-420-42410	412.25	Stand Up Desk / T Larson - Wellness Funds
178989	Amazon Capital Services	101-00000-000-10108	-412.25	Stand Up Desk / T Larson - Wellness Funds
178989	Amazon Capital Services	101-00000-000-10100	412.25	Stand Up Desk / T Larson - Wellness Funds
	Amazon Capital Services		1,573.34	

Check Numb	Last Name	Acct 1	Amount	Description
0	American Engineering Testing Inc	472-43121-430-45300	13,594.55	2023-04 Materials Testing
0	American Engineering Testing Inc	477-43121-430-45303	7,786.75	(2023-03) Materials Testing
	American Engineering Testing Inc		21,381.30	
0	Angle Spencer	101-42123-420-43310	81.01	Gas / SWAT Conference
	Angle Spencer		81.01	
0	Arrow Electric LLC	101-45122-450-44010	410.78	Replaced Lights in Locker Rooms
0	Arrow Electric LLC	101-43160-430-44045	1,156.87	Street Light Repairs
0	Arrow Electric LLC	101-41940-410-44010	280.00	Repaired Lights - City Hall 2nd Floor
0	Arrow Electric LLC	401-43121-430-45300	570.22	(2021-05) Lyndale Ave Trail
0	Arrow Electric LLC	602-49450-000-43090	350.00	Review Upgrades of Willow Liftstation
0	Arrow Electric LLC	101-43160-430-44045	400.00	Street Light Repair Central & 1st St NE
0	Arrow Electric LLC	101-43160-430-44045	961.26	Street Light Repair
0	Arrow Electric LLC	101-43160-430-44045	501.97	Street Light Repairs
0	Arrow Electric LLC	602-49450-000-45300	5,375.00	7th St Lift Station Panel Upgrade
	Arrow Electric LLC		10,006.10	
178990	Aspen Mills	101-42123-420-42180	64.66	Sure Grip Gloves
	Aspen Mills		64.66	
0	Auto Value Parts Store	602-49450-000-42110	57.96	Paint
0	Auto Value Parts Store	602-49450-000-42210	248.00	Vehicle Wiring
0	Auto Value Parts Store	101-45200-450-42210	125.99	Brakes
0	Auto Value Parts Store	101-45200-450-42210	48.99	Transmission Filter
0	Auto Value Parts Store	101-43121-430-42210	35.43	Marker Light Assembly - Street #526
0	Auto Value Parts Store	602-49480-000-42110	71.99	Emergency Lighting Battery
0	Auto Value Parts Store	101-42121-420-42210	29.98	Snowdrivers / #21
0	Auto Value Parts Store	101-43121-430-42210	5.99	Marker Lamp - Street #318
	Auto Value Parts Store		624.33	
178991	Axon Enterprise Inc	101-42123-420-44160	16,744.73	Fleet Cams
	Axon Enterprise Inc		16,744.73	
178992	Baker & Taylor Entertainment	101-45500-450-42190	41.21	Books
178992	Baker & Taylor Entertainment	101-45500-450-42190	16.68	Books
178992	Baker & Taylor Entertainment	101-45500-450-42190	498.70	Books

Check Numb	Last Name	Acct 1	Amount	Description
178992	Baker & Taylor Entertainment	101-45500-450-42190	1,220.38	Books
178992	Baker & Taylor Entertainment	101-45500-450-42190	246.78	Books
178992	Baker & Taylor Entertainment	101-45500-450-42190	236.43	Books
178992	Baker & Taylor Entertainment	101-45500-450-42190	185.18	Books
178992	Baker & Taylor Entertainment	101-45500-450-42190	148.03	Books
178992	Baker & Taylor Entertainment	101-45500-450-42190	41.12	Books
	Baker & Taylor Entertainment		2,634.51	
178993	Bartusek Ben	601-00000-000-20200	29.55	Refund Check 025173-000, 1613 20 Ave NW
	Bartusek Ben		29.55	
178994	Bauer Ryan	101-45125-450-44010	862.97	Water Heater Valve Replacement at Aquatic Center
178994	Bauer Ryan	101-45200-450-44010	1,398.38	Plumbing Repairs So Alexander Bathrooms
178994	Bauer Ryan	101-45125-450-44010	983.90	Replaced Leaking Pool Fill Valve at Aquatic Center
178994	Bauer Ryan	101-45125-450-44010	223.18	Leaking Toilet Repair at Aquatic Center
178994	Bauer Ryan	101-45125-450-44010	1,228.13	Feature Pipe Repair at Aquatic Center
	Bauer Ryan		4,696.56	
178995	Baynes Jeremy	601-00000-000-20200	8.83	Refund Check 017909-003, 1121 7 St NW
	Baynes Jeremy		8.83	
178996	Beaupre Troy	601-00000-000-20200	82.78	Refund Check 006617-000, 2 Laurel Ct
	Beaupre Troy		82.78	
0	BHE Renewables	602-49480-000-43810	14,858.84	Solar Energy - August
	BHE Renewables		14,858.84	
178997	Bituminous Materials LLC	477-43121-430-45302	28,020.54	2023-02 Pay Req 5
	Bituminous Materials LLC		28,020.54	
0	Bolton & Menk Inc	290-46500-462-43130	5,326.50	Hwy 60 Redevelopment Bill for Services
	Bolton & Menk Inc		5,326.50	
0	Border States Industries Inc	101-45200-450-42110	43.15	Light Bulb
0	Border States Industries Inc	601-49430-000-42110	41.40	Wire Connectors

Check Num	Last Name	Acct 1	Amount	Description
0	Border States Industries Inc	101-45200-450-42110	47.14	Electrical Heat Shrink
	Border States Industries Inc		131.69	
178998	Brownells Inc	101-42123-420-42070	239.97	Gun Magazines for Training
	Brownells Inc		239.97	
0	Buendorf Deni	101-45500-450-43310	328.27	Hotel/Mileage for MLA
	Buendorf Deni		328.27	
178980	c/o Teledoc Inc Healthiest You	101-00000-000-21707	820.00	Healthiest You - October 2023
	c/o Teledoc Inc Healthiest You		820.00	
0	Caldwell Tanks, Inc.	601-49430-000-45300	124,022.50	2019-12A Pay Req 11
	Caldwell Tanks, Inc.		124,022.50	
178999	Canon Financial Services Inc	101-43125-430-44160	110.14	PW Copier Rent 10/1-10/31
178999	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease 10/1/23 - 10/31/23
178999	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Charges 10/1/23-10/31/23
178999	Canon Financial Services Inc	603-49500-000-44160	1.63	PW Copier Rent 10/1-10/31
178999	Canon Financial Services Inc	101-41910-410-44160	112.21	Copier 10-1-23 to 10-31-23
178999	Canon Financial Services Inc	602-49450-000-44160	11.46	PW Copier Rent 10/1-10/31
178999	Canon Financial Services Inc	101-42124-420-44160	201.90	Printer Leases
178999	Canon Financial Services Inc	240-46210-460-44160	112.20	Copier 10-1-23 to 10-31-23
178999	Canon Financial Services Inc	101-42210-420-44160	68.46	Copy Machine 10/01/2023 to 10/31/2023
178999	Canon Financial Services Inc	601-49430-000-44160	11.46	PW Copier Rent 10/1-10/31
	Canon Financial Services Inc		1,020.95	
179000	Cargill Incorporated	101-43125-430-42160	2,827.07	Clearlane Salt
179000	Cargill Incorporated	101-43125-430-42160	2,545.38	Clearlane Salt
	Cargill Incorporated		5,372.45	
179001	Center for Energy and Environment	240-46210-460-43131	50.00	Home Energy Squad-Environmental Commission
	Center for Energy and Environment		50.00	
179002	CenturyLink	902-00000-000-23935	308.35	507 Z01-0018 863 Monthly Phone Bill

Check Numb	Last Name	Acct 1	Amount	Description
179002	CenturyLink	225-49810-430-43210	59.87	507-334-7494 946 Airport
179002	CenturyLink	101-41940-410-43210	325.00	City Hall - October
179002	CenturyLink	101-41940-410-43210	59.87	507-334-8409 948
179002	CenturyLink	225-49810-430-43210	59.87	507-334-3495 952 Airport
179002	CenturyLink	101-42210-420-43210	128.74	507-334-0486 496
179002	CenturyLink	902-00000-000-23935	-308.35	507 Z01-0018 863 Monthly Phone Bill
179002	CenturyLink	225-49810-430-43210	71.90	507-334-2850 219
179002	CenturyLink	902-00000-000-23935	-797.08	Monthly Service 10/13/2023-11/12/2023
179002	CenturyLink	101-41940-410-43210	304.01	507-332-2400 019
179002	CenturyLink	602-49450-000-43210	281.60	507-334-0586 787
179002	CenturyLink	101-45500-450-43210	51.51	507 334-0138 069 Elevator Phone
179002	CenturyLink	902-00000-000-23935	797.08	Monthly Service 10/13/2023-11/12/2023
179002	CenturyLink	601-49430-000-43210	88.06	507-332-9045 313 Sensus Back-up Dialer
CenturyLink			1,430.43	
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Services - Mops
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry Services
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	603-49500-000-42170	1.62	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	601-49430-000-42170	11.33	Safety Cabinet Restock
0	Cintas Corporation	602-49480-000-44060	48.44	Floor Mats/Lab Towels
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-43126-430-42170	108.91	Safety Cabinet Restock
0	Cintas Corporation	602-49450-000-42170	11.33	Safety Cabinet Restock
Cintas Corporation			528.67	
178981	City of Faribault	101-00000-000-11500	41.67	PR Batch 00520.10.2023 Miscellaneous
179003	City of Faribault	225-49810-430-43820	13.81	005003-005 Airport Terminal

Check Numb	Last Name	Acct 1	Amount	Description
179003	City of Faribault	101-45127-450-43860	41.36	005003-043 705 17 St SW
179003	City of Faribault	101-45127-450-43820	2,593.60	005003-030 705 17 St SW-Irrigation
179003	City of Faribault	602-49480-000-43820	454.15	005003-019 214 14 St NE
179003	City of Faribault	211-46310-460-43820	29.31	005003-000 16 1 St SE
179003	City of Faribault	601-49430-000-43850	155.92	005003-032 812 8 Ave NW (New Water Plant)
179003	City of Faribault	602-49480-000-43860	256.94	005003-019 214 14 St NE
179003	City of Faribault	602-49480-000-43820	1,845.32	005003-023 214 14 St NE
179003	City of Faribault	602-49480-000-43820	13.81	005003-022 214 14 St NE
179003	City of Faribault	101-45127-450-43820	35.64	005003-043 705 17 St SW
179003	City of Faribault	902-00000-000-23935	5,870.58	Water/Sewer - September
179003	City of Faribault	902-00000-000-23935	-5,870.58	Water/Sewer - September
179003	City of Faribault	211-46310-460-43850	38.39	005003-000 16 1 St SE
179003	City of Faribault	225-49810-430-43850	16.02	005003-004 3401 Hwy 21 W
179003	City of Faribault	211-46310-460-43860	7.48	005003-000 16 1 St SE
179003	City of Faribault	225-49810-430-43860	311.77	005003-004 3401 Hwy 21 W
179003	City of Faribault	101-45127-450-43850	28.48	005003-043 705 17 St SW
179003	City of Faribault	225-49810-430-43820	18.58	005003-004 3401 Hwy 21 W
179003	City of Faribault	225-49810-430-43850	10.00	005003-005 Airport Terminal
179003	City of Faribault	873-49499-000-43850	2,291.16	Roberds Lake SIU Bill - September
179003	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - September
	City of Faribault		8,797.41	
179004	City of Owatonna	101-42220-420-44330	548.57	12 Month E-Dispatch Services 08/01/2023 to 07/31/2024
	City of Owatonna		548.57	
0	CivicPlus	101-41110-410-43090	42.22	Closed Captioning
	CivicPlus		42.22	
179005	Clean Plus Inc	101-42121-420-42110	354.72	Exam Gloves
179005	Clean Plus Inc	101-42121-420-42110	105.00	Gloves
	Clean Plus Inc		459.72	
0	Clean River Partners	603-49500-000-43090	8,421.70	SWPPP Education 3rd Quarter 2023
	Clean River Partners		8,421.70	
178982	Colonial Life	101-00000-000-21711	80.00	PR Batch 00520.10.2023 Short Term Disability

Check Numb	Last Name	Acct 1	Amount	Description
	Colonial Life		80.00	
179006	Community Co-op Oil Assn	601-49430-000-42120	10.00	Non Oxy Fuel
179006	Community Co-op Oil Assn	602-49450-000-42120	23.80	Non Oxy Fuel
179006	Community Co-op Oil Assn	601-49430-000-42120	-0.38	Credit for Federal Tax Charged at C-Store
179006	Community Co-op Oil Assn	602-49450-000-42120	-0.92	Credit for Federal Tax Charged at C-Store
179006	Community Co-op Oil Assn	101-45122-450-42120	-0.95	Credit for Federal Tax Charged at C-Store
179006	Community Co-op Oil Assn	101-00000-000-15520	9,870.00	Diesel Fuel
179006	Community Co-op Oil Assn	101-00000-000-15520	14,300.00	Unleaded Fuel
179006	Community Co-op Oil Assn	101-45200-450-44040	15.00	Tire Repair
179006	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair - Street #217
179006	Community Co-op Oil Assn	101-42220-420-42120	26.00	Fuel
179006	Community Co-op Oil Assn	101-42121-420-44040	79.95	Alignment / #11
	Community Co-op Oil Assn		24,367.45	
179007	Core & Main LP	601-49430-000-43090	12,925.00	MXU Radio Change Out Service
179007	Core & Main LP	601-49430-000-42110	3,076.65	Iperl Meters
	Core & Main LP		16,001.65	
0	Court Sports and More	101-45130-450-42110	137.50	Sweatshirts for Ice Arena Staff
	Court Sports and More		137.50	
0	Crane Creek Asphalt	477-43121-430-45303	350,158.84	2023-03 Pay Req 3
	Crane Creek Asphalt		350,158.84	
179008	Creative Co-Op	101-42110-420-42230	64.00	55 Gallon and Tall Kitchen Garbage Bags
	Creative Co-Op		64.00	
179009	Creative Forms & Concepts Inc	101-41800-410-42030	225.32	W2 and W3 Forms and Envelopes
179009	Creative Forms & Concepts Inc	101-41510-410-42030	161.16	1098 and 1096 Forms
	Creative Forms & Concepts Inc		386.48	
0	Culligan	101-42110-420-42230	183.70	Bottled Water
	Culligan		183.70	

Check Numb	Last Name	Acct 1	Amount	Description
179010	Dalco	101-42110-420-42230	129.50	Peroxide - Toilet Bowl Mop - Restroom Disinfectant
	Dalco		129.50	
0	Demco Inc	101-45500-450-43130	19.04	Finger Puppets
0	Demco Inc	101-45500-450-42030	173.88	CD/DVD Round Stickers
0	Demco Inc	101-45500-450-42010	59.68	Classification Stickers/Library First Visit Stickers
	Demco Inc		252.60	
179011	Duchene Gerald and Kathryn	601-00000-000-20200	37.32	Refund Check 006335-000, 872 8 St SW
	Duchene Gerald and Kathryn		37.32	
0	Eckberg Lammers PC	101-41610-410-43045	13,034.00	Criminal Prosecution Services
	Eckberg Lammers PC		13,034.00	
179012	Eiler Mike & Beverly	601-00000-000-20200	80.27	Refund Check 006736-000, 1209 17 St SW
	Eiler Mike & Beverly		80.27	
179013	Emergency Automotive Technologies Inc	101-42121-420-42410	707.46	Gun Mount / #12
	Emergency Automotive Technologies Inc		707.46	
0	Empower Retirement-HCSP	101-00000-000-21720	1,615.32	PR Batch 00520.10.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		1,615.32	
0	Enterprise FM Trust	101-42123-420-44160	860.76	Monthly Lease / #16
0	Enterprise FM Trust	101-42110-420-44160	641.45	Monthly Lease / #22
0	Enterprise FM Trust	101-42123-420-44160	849.74	Monthly Lease / #6
0	Enterprise FM Trust	101-42123-420-44160	838.23	Monthly Lease / #3
0	Enterprise FM Trust	101-42700-420-44160	750.29	Monthly Lease / #8
0	Enterprise FM Trust	101-42121-420-44160	694.49	Monthly Lease / #12
0	Enterprise FM Trust	101-42121-420-44160	732.59	Monthly Lease / #1
0	Enterprise FM Trust	101-42123-420-44160	914.83	Monthly Lease / #20
0	Enterprise FM Trust	101-42121-420-44160	647.88	Monthly Lease / #19
	Enterprise FM Trust		6,930.26	
179014	Environmental Equipment & Service	101-43121-430-42210	260.00	Gutter Broom Plate and Cover - Street #317

Check Numb	Last Name	Acct 1	Amount	Description
	Environmental Equipment & Service		260.00	
179015	Evoqua Water Technologies LLC	602-49480-000-42110	80.58	Sight Glass/Gasket
	Evoqua Water Technologies LLC		80.58	
179016	Fame Awards	101-45130-450-42110	27.00	Fall Softball Champion Plaque
179016	Fame Awards	101-45500-450-42410	1,299.00	Robert Crandall Plaque
	Fame Awards		1,326.00	
179017	Fareway Stores Inc #126	101-45122-450-42110	11.64	Coffee Creamer
179017	Fareway Stores Inc #126	101-41940-410-42110	34.94	Coffee and Soap
	Fareway Stores Inc #126		46.58	
179018	Faribault Ace Hardware	101-45200-450-42110	24.27	Landscaping Glue
179018	Faribault Ace Hardware	101-42220-420-42110	10.00	Nuts & Bolts
179018	Faribault Ace Hardware	101-45126-450-42230	5.39	Insulating Spray Foam
179018	Faribault Ace Hardware	101-42123-420-42070	25.18	Batteries for Firearms Qualifications
179018	Faribault Ace Hardware	101-45122-450-42210	11.69	Trimmer Line
179018	Faribault Ace Hardware	602-49480-000-42110	37.75	Hardware
179018	Faribault Ace Hardware	101-45200-450-42410	21.59	Hex Key Set
179018	Faribault Ace Hardware	101-42123-420-42110	51.96	Utility Tote
179018	Faribault Ace Hardware	101-45122-450-42230	31.46	Glass Cleaner and Dusters
179018	Faribault Ace Hardware	101-45200-450-42110	6.29	Pipe Coupler
179018	Faribault Ace Hardware	101-45200-450-42110	60.37	Plumbing Supplies
179018	Faribault Ace Hardware	602-49480-000-42210	100.76	Blower Batteries
179018	Faribault Ace Hardware	602-49480-000-42110	90.80	Lysol/Degreaser/Toilet Bowl Cleaner/Scour Pads
179018	Faribault Ace Hardware	101-42123-420-42070	17.98	Cable Ties - Adhesive Spray
179018	Faribault Ace Hardware	101-45200-450-42110	19.78	Heat Shrink
179018	Faribault Ace Hardware	602-49480-000-42110	58.26	Markers/Tape/Glue/Cleaner
179018	Faribault Ace Hardware	602-49480-000-42110	58.48	Light Bulbs
179018	Faribault Ace Hardware	101-42110-420-42110	17.98	Spray Paint
179018	Faribault Ace Hardware	602-49480-000-42110	53.99	Flashlight
179018	Faribault Ace Hardware	602-49480-000-42110	22.49	Backup Battery
	Faribault Ace Hardware		726.47	
0	Faribault Fleet Supply Inc	101-43126-430-42110	9.99	Digital Tire Pressure Gauge Batteries
0	Faribault Fleet Supply Inc	101-45200-450-42110	12.99	Liquid Tape
0	Faribault Fleet Supply Inc	101-43121-430-42210	3.18	Cam Lock Seals - Street #105

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	602-49480-000-42170	46.97	Rain Jacket
0	Faribault Fleet Supply Inc	101-43121-430-42130	30.00	Chainsaw Oil
0	Faribault Fleet Supply Inc	602-49450-000-42110	42.97	Caution Tape/Cloths
	Faribault Fleet Supply Inc		146.10	
179019	Faribault Post Office	603-49500-000-43220	1,239.67	Utility Bills - October
179019	Faribault Post Office	602-49480-000-43220	1,239.67	Utility Bills - October
179019	Faribault Post Office	601-49430-000-43220	1,239.67	Utility Bills - October
	Faribault Post Office		3,719.01	
179020	Faribault Rental Equipment Inc	101-45200-450-44160	100.44	Concrete Saw Rental
179020	Faribault Rental Equipment Inc	101-43121-430-42210	3.68	Primer Bulb for Stihl
179020	Faribault Rental Equipment Inc	101-43121-430-42210	10.64	Backpack Blower Primer Bulb - Streets
	Faribault Rental Equipment Inc		114.76	
0	Faribault Umpire Association	101-45130-450-43090	2,156.00	Summer Playoff and Fall Softball Umpires Fees
	Faribault Umpire Association		2,156.00	
0	Faribo Plumbing & Heating Inc	601-49430-000-44050	4,260.00	Curb Stop Repair 15 14th St NE
0	Faribo Plumbing & Heating Inc	601-49430-000-44050	3,560.00	Curb Stop Repair 423 2nd St SW
	Faribo Plumbing & Heating Inc		7,820.00	
179021	Farrell Equipment & Supply Co Inc	101-43121-430-42240	578.67	Epoxy for Bridge Deck
	Farrell Equipment & Supply Co Inc		578.67	
0	Fette Electronics Inc	101-41580-410-44045	575.00	Camera Server Repair
	Fette Electronics Inc		575.00	
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release-1205 Ivy Way
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release-1220 Ivy Way
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release-2160 Violet Lane
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release-3107 Acorn Trail
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release-1175 Ivy Way
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release-2416 14th St NE
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release-1150 Ivy Way
179022	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release for 1185 Ivy Way

Check Numb	Last Name	Acct 1	Amount	Description
	Fieldstone Family Homes		8,000.00	
179023	Fieldstone Family Homes, Inc.	601-00000-000-20200	96.48	Refund Check 022611-008, 2416 14 St NE
	Fieldstone Family Homes, Inc.		96.48	
0	Filan Kevin	101-45200-450-43090	7,250.00	Fall Weed Control
	Filan Kevin		7,250.00	
179024	Francis Animal & Pest Control	101-42110-420-44010	135.00	Quarterly Pest Control
	Francis Animal & Pest Control		135.00	
0	From The Ground Up LLC	101-45200-450-43090	614.40	Turf Care
	From The Ground Up LLC		614.40	
179025	Gailey Raymond A	101-45130-450-43131	715.00	Contracted Pickleball Clinic Coach
	Gailey Raymond A		715.00	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis - Water Cooler
	Garlick Brothers LLC		40.00	
179026	Glenn's Service LLC	101-42121-420-44040	70.90	Tire Repair / #7
	Glenn's Service LLC		70.90	
0	Grainger Inc	101-42220-420-42070	18.02	Hex Bolts / Carriage Bolts
0	Grainger Inc	602-49480-000-42210	14.68	Carbon Brushes
0	Grainger Inc	602-49480-000-42170	187.12	Safety Rope with Snap Hook
	Grainger Inc		219.82	
0	Great Northern Environmental LLC	602-49480-000-42210	119.70	Air Diffusers
0	Great Northern Environmental LLC	602-49480-000-44045	10,388.36	Blower Repair
	Great Northern Environmental LLC		10,508.06	
0	Gustafson Jay	101-45140-450-43090	2,430.00	Interpreting Services for Cub Football

Check Numb	Last Name	Acct 1	Amount	Description
	Gustafson Jay		2,430.00	
179027	Habitat for Humanity	101-00000-000-22000	1,000.00	Escrow Release for 2022-00791 3012 Acorn Trail
	Habitat for Humanity		1,000.00	
0	Hawkins Inc	602-49480-000-42160	11,840.85	Ferric Chloride
0	Hawkins Inc	601-49430-000-42160	4,920.19	Sodium Permanganate and Sodium Silicate
0	Hawkins Inc	602-49480-000-42160	11,835.92	Ferric Phos Removal
0	Hawkins Inc	601-49430-000-42160	4,573.80	Sodium Silicate
0	Hawkins Inc	601-49430-000-42160	3,776.85	Sodium Silicate
0	Hawkins Inc	101-45125-450-42160	30.00	Chlorine Tank Demurrage
	Hawkins Inc		36,977.61	
179028	Heinrich Envelope Corporation	603-49500-000-42030	949.00	Utility Bill Envelopes
179028	Heinrich Envelope Corporation	601-49430-000-42030	949.00	Utility Bill Envelopes
179028	Heinrich Envelope Corporation	602-49450-000-42030	949.00	Utility Bill Envelopes
	Heinrich Envelope Corporation		2,847.00	
179029	Hillyard Hutchinson	101-42110-420-42230	184.32	Toilet Tissue
179029	Hillyard Hutchinson	101-42110-420-42230	92.70	Enmotion Towel Rolls
	Hillyard Hutchinson		277.02	
0	Holm Jacob	101-42123-420-43310	75.77	Gas / SWAT Annual Conference
	Holm Jacob		75.77	
179030	Hopkins Theresa	601-00000-000-20200	158.23	Refund Check 024867-000, 26 Crestview Bay
	Hopkins Theresa		158.23	
0	Horizon Commercial Pool Supply	101-45122-450-42410	475.87	Pool Chemical Pump for Community Center Pool
	Horizon Commercial Pool Supply		475.87	
0	I & S Group Inc	437-41940-410-43090	3,098.75	Facilities Maintenance Study
0	I & S Group Inc	437-41940-410-45200	1,372.50	City Hall Construction Admin & Bid Assistance

Check Numb	Last Name	Acct 1	Amount	Description
	I & S Group Inc		4,471.25	
178983	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00520.10.2023 IAFF Local 665
	IAFF Local 665		720.00	
179031	IFACS	101-45200-450-42110	1.36	Rivets
	IFACS		1.36	
0	Imperial Supplies Holdings Inc	101-43126-430-42110	479.82	Fasteners/Pipe Fittings/Earplugs
	Imperial Supplies Holdings Inc		479.82	
0	Innovative Office Solutions LLC	601-49430-000-42110	3.83	Forks - Kleenex - Dusters
0	Innovative Office Solutions LLC	101-43121-430-42110	36.85	Forks - Kleenex - Dusters
0	Innovative Office Solutions LLC	602-49450-000-42110	3.83	Forks - Kleenex - Dusters
0	Innovative Office Solutions LLC	603-49500-000-42110	0.55	Forks - Kleenex - Dusters
0	Innovative Office Solutions LLC	101-42400-420-42110	43.88	Footrest/Fan/Packaging Tape
0	Innovative Office Solutions LLC	101-45110-450-42010	37.21	Folders - Note Pads - Markers
0	Innovative Office Solutions LLC	101-42400-420-42110	6.64	Protector Sheets
0	Innovative Office Solutions LLC	101-42124-420-42010	310.32	Paper
0	Innovative Office Solutions LLC	101-45122-450-42110	52.23	Facial Tissues
0	Innovative Office Solutions LLC	101-41800-410-42010	20.89	Payroll Folders
0	Innovative Office Solutions LLC	101-42110-420-42110	175.80	Award Certificate Frames
	Innovative Office Solutions LLC		692.03	
0	Insty-Prints	101-45110-450-42030	150.27	Recruitment Posters
0	Insty-Prints	101-42700-420-42030	54.75	Business Cards / H VanHeuveln
0	Insty-Prints	101-41910-410-42030	246.71	Printed Envelopes-Planning & Zoning Cases
	Insty-Prints		451.73	
0	Internal Revenue Service	101-00000-000-21703	16,495.99	PR Batch 00520.10.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	39,218.72	PR Batch 00520.10.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,047.22	PR Batch 00520.10.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	16,495.99	PR Batch 00520.10.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,047.22	PR Batch 00520.10.2023 Medicare Employee
	Internal Revenue Service		84,305.14	

Check Numb	Last Name	Acct 1	Amount	Description
179032	International E-Z UP Inc	101-00000-000-10108	-1,607.29	Tent Canopy with Logo (Ress Estate Donation)
179032	International E-Z UP Inc	101-42110-420-42410	1,607.29	Tent Canopy with Logo (Ress Estate Donation)
179032	International E-Z UP Inc	101-00000-000-10100	1,607.29	Tent Canopy with Logo (Ress Estate Donation)
	International E-Z UP Inc		1,607.29	
178984	IUOE Local 70	101-00000-000-21708	1,954.00	PR Batch 00520.10.2023 Local 70 Union Dues
	IUOE Local 70		1,954.00	
0	James Delane	101-45500-450-43310	328.27	Hotel/Mileage for MLA
	James Delane		328.27	
179033	Johnson Tricia	101-45140-450-43090	210.00	Flag Football Interpreter
	Johnson Tricia		210.00	
0	Kennedy & Graven, Chartered	101-00000-000-22000	26.50	FA105-00464 Tru Vue Development Matter
0	Kennedy & Graven, Chartered	290-46500-462-43040	265.00	FA105-00469 Downtown Investment Group Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	864.80	FA105-00473 2023 City Council Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	110.40	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	975.20	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	477.00	FA105-00495 Hometown Credit Union Lot Combination
0	Kennedy & Graven, Chartered	101-41610-410-43040	515.20	FA105-00063 Police Department Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	103.00	FA105-00457 Faribault Apartments LLC Planning Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	4,514.03	FA105-00496 In the Matter of J.S.
0	Kennedy & Graven, Chartered	290-46500-462-43040	106.00	FA105-00490 Project Buckeye
0	Kennedy & Graven, Chartered	101-00000-000-22000	344.50	FA105-00484 Faribault Mill
0	Kennedy & Graven, Chartered	101-41610-410-43040	21.65	FA105-00497 2401 2nd Ave NW
0	Kennedy & Graven, Chartered	101-41610-410-43040	294.40	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	401-43121-430-45300	129.90	FA105-00486 TH3 Northern Links Trail - Progressive Rail
0	Kennedy & Graven, Chartered	101-41610-410-43040	26.50	FA105-00476 Forest to Fork
0	Kennedy & Graven, Chartered	101-41610-410-43040	73.60	FA105-00027 Code Enforcement Issues - General
0	Kennedy & Graven, Chartered	101-41610-410-43040	64.95	FA105-00008 Real Estate Matters
0	Kennedy & Graven, Chartered	280-46310-461-43040	866.00	HRA General Matters & Meeting Legal
0	Kennedy & Graven, Chartered	101-00000-000-22000	556.50	FA105-00489 Warner Project on 616-620 Sixth Street NW
0	Kennedy & Graven, Chartered	225-49810-430-43040	159.00	FA105-00491 Cross Country Soaring
0	Kennedy & Graven, Chartered	601-49430-000-43040	801.05	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-00000-000-22000	623.40	FA105-00493 1101 Division Street West Minor Subdivision
0	Kennedy & Graven, Chartered	290-46500-462-43040	108.25	EDA Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	2,184.40	FA105-00322 Carlson Addition
0	Kennedy & Graven, Chartered	101-00000-000-22000	53.00	FA105-00458 TIF Matters for Riverchase Mac Hamilton

Check Numb	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-00000-000-22000	79.50	FA105-00481 2023 Faribault Sage Tax Abatement
	Kennedy & Graven, Chartered		14,343.73	
0	Kiellmeyer Construction Inc	603-49500-000-42240	1,816.40	Class 5 Crushed Rock
	Kiellmeyer Construction Inc		1,816.40	
179034	Klemensen Jon	101-45127-450-43090	1,314.67	Contract Mowing
179034	Klemensen Jon	101-45126-450-43090	183.33	Contract Mowing
179034	Klemensen Jon	101-45200-450-43090	805.83	Contract Mowing
	Klemensen Jon		2,303.83	
179035	Lamperts	101-43121-430-42110	121.76	Lumber for Side Boards
	Lamperts		121.76	
178985	Law Enforcement Labor Services Inc	101-00000-000-21708	1,552.50	PR Batch 00520.10.2023 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,552.50	
179036	LEMA	101-00000-000-10100	600.00	Honor Guard Class / J Holm - Ress Estate Donation
179036	LEMA	101-42110-420-43140	600.00	Honor Guard Class / B Gliem - Ress Estate Donation
179036	LEMA	101-00000-000-10108	-600.00	Honor Guard Class / B Gliem - Ress Estate Donation
179036	LEMA	101-00000-000-10100	600.00	Honor Guard Class / B Gliem - Ress Estate Donation
179036	LEMA	101-42110-420-43140	600.00	Honor Guard Class / J Holm - Ress Estate Donation
179036	LEMA	101-00000-000-10108	-600.00	Honor Guard Class / J Holm - Ress Estate Donation
	LEMA		1,200.00	
179037	Loffler Companies Inc	101-42210-420-44160	20.57	Copier Charges
179037	Loffler Companies Inc	101-42124-420-44160	172.11	Black and White and Color Copies
179037	Loffler Companies Inc	101-41910-410-44160	59.83	Charge for Copying
179037	Loffler Companies Inc	240-46210-460-44160	59.82	Charge for Copying
179037	Loffler Companies Inc	101-41940-410-44160	384.92	Copier Lease
179037	Loffler Companies Inc	101-42400-420-44160	114.85	Copier Charges 9/1/23-9/30/23
179037	Loffler Companies Inc	101-42110-420-42020	156.65	Toner
	Loffler Companies Inc		968.75	
0	MacQueen Equipment LLC	101-43121-430-42210	204.60	Door Handle - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	72.56	Compartment Latch Assembly - Street #115

Check Numb	Last Name	Acct 1	Amount	Description
	MacQueen Equipment LLC		277.16	
179038	Martin A Windows LLC	101-43121-430-43090	1,500.00	Landscape Maintenance
179038	Martin A Windows LLC	101-45200-450-43090	1,500.00	Landscaping Services
	Martin A Windows LLC		3,000.00	
0	Martin Marietta Materials Inc	101-43121-430-42240	279.60	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	353.21	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	211.50	Asphalt
	Martin Marietta Materials Inc		844.31	
0	Matejcek Implement Company	101-45200-450-42210	4.64	Hydraulic Hose Plug/Cap Nut
	Matejcek Implement Company		4.64	
0	McColley Allyn	101-45500-450-43310	225.96	Hotel for MLA
	McColley Allyn		225.96	
179039	Midlands Lawn Care Service LLC	601-49430-000-44010	945.00	Lawn Spraying WTP and Reservoir Site
	Midlands Lawn Care Service LLC		945.00	
179040	Midwest Collision Center Inc	705-41950-000-44450	10,658.78	Repairs to Squad after Accident / #4
	Midwest Collision Center Inc		10,658.78	
0	Midwest Tape LLC	101-45500-450-42192	37.49	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	38.23	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	302.93	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	55.38	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	682.57	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	94.46	Audio/Visual
	Midwest Tape LLC		1,211.06	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00520.10.2023 Child Support
	Minnesota Child Support Payment Center		711.11	

Check Numb	Last Name	Acct 1	Amount	Description
179041	Minnesota Department of Labor & Industry	101-45125-450-44010	20.00	Boiler Permit
	Minnesota Department of Labor & Industry		20.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,358.71	PR Batch 00520.10.2023 State Income Tax
	Minnesota Department of Revenue		17,358.71	
179042	Minnesota Department of Transportation	401-43121-430-45300	1,313.83	2021-05 Material Testing and Inspection
179042	Minnesota Department of Transportation	477-43121-430-45303	824.12	2023-03 Material Testing and Inspection
	Minnesota Department of Transportation		2,137.95	
178986	Minnesota Public Employees Association	101-00000-000-21708	76.00	PR Batch 00520.10.2023 Police Support Services
	Minnesota Public Employees Association		76.00	
178987	Minnesota Teamsters Local 320	101-00000-000-21708	718.20	PR Batch 00520.10.2023 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		718.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	456.50	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	184.14	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	495.22	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,805.76	
178988	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00520.10.2023 Mission Square
	Mission Square 303492		50.00	
179043	MN BCA Criminal Justice Training & Education Unit	101-42110-420-44330	600.00	CJDN Access Fee
	MN BCA Criminal Justice Training & Education Unit		600.00	
0	Money Movers Inc	101-45110-450-43090	11.00	Monthly Insurance Reimbursement Fee
	Money Movers Inc		11.00	
0	Motor Parts & Equipment Corp	101-45200-450-42210	-74.69	Oil Seal Return

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-45200-450-42210	74.69	Oil Seal
0	Motor Parts & Equipment Corp	101-45200-450-42210	22.49	Axle Shaft Seal
0	Motor Parts & Equipment Corp	101-45200-450-42210	-55.00	Core Deposit Return
0	Motor Parts & Equipment Corp	101-45200-450-42210	74.69	Oil Seal
0	Motor Parts & Equipment Corp	601-49430-000-42210	21.30	Rocker Switch Assortment Kit
0	Motor Parts & Equipment Corp	601-49430-000-42210	5.54	Air Filter
0	Motor Parts & Equipment Corp	602-49450-000-42210	5.54	Air Filter
0	Motor Parts & Equipment Corp	101-43121-430-42210	56.79	Rocker Switch Assortment Kit
0	Motor Parts & Equipment Corp	101-42123-420-42210	3.69	Air Filter
0	Motor Parts & Equipment Corp	101-42123-420-42210	14.20	Rocker Switch Assortment Kit
0	Motor Parts & Equipment Corp	101-43121-430-42210	14.77	Air Filter
0	Motor Parts & Equipment Corp	101-45200-450-42210	28.40	Rocker Switch Assortment Kit
0	Motor Parts & Equipment Corp	101-45200-450-42210	7.39	Air Filter
0	Motor Parts & Equipment Corp	602-49450-000-42210	21.30	Rocker Switch Assortment Kit
0	Motor Parts & Equipment Corp	101-45200-450-42410	17.49	Ratchet
0	Motor Parts & Equipment Corp	602-49450-000-42210	48.72	Switches
0	Motor Parts & Equipment Corp	101-45200-450-42130	15.00	Carb Cleaner
0	Motor Parts & Equipment Corp	101-42123-420-42070	39.49	Torque Wrench
0	Motor Parts & Equipment Corp	101-43121-430-42210	38.89	Transmission Filter - Street #211
0	Motor Parts & Equipment Corp	101-42121-420-42210	34.19	Wiper Arm / #7
0	Motor Parts & Equipment Corp	101-42121-420-42210	70.66	Serpentine Belt - Wiper Blades / #7
0	Motor Parts & Equipment Corp	602-49450-000-42210	19.47	Electrical Switches
0	Motor Parts & Equipment Corp	101-42121-420-42210	24.00	Oil Filter - Panel Filter / #10
Motor Parts & Equipment Corp			529.01	
179044	Muddy Paws LLC	101-42700-420-43090	1,043.00	Impound Fees / June 2023
179044	Muddy Paws LLC	101-42700-420-43090	675.00	Impound Fees / May 2023
179044	Muddy Paws LLC	101-42700-420-43090	1,350.00	Impound Fees / August 2023
179044	Muddy Paws LLC	101-42700-420-43090	1,485.00	Impound Fees / July 2023
Muddy Paws LLC			4,553.00	
179045	Nalco Company	602-49480-000-42160	8,271.81	Polymer
Nalco Company			8,271.81	
0	Northern Escrow Inc	401-43121-430-45300	54,992.49	2021-05 Pay Req 4
Northern Escrow Inc			54,992.49	
179046	Office of MNIT Services	101-42110-420-43090	423.15	Voice Services

Check Numb	Last Name	Acct 1	Amount	Description
	Office of MNIT Services		423.15	
179047	Olympic Fire Protection Corporation	601-49430-000-44010	28.93	Annual Inspection/Fire Protection
179047	Olympic Fire Protection Corporation	101-43121-430-44010	278.02	Annual Inspection/Fire Protection
179047	Olympic Fire Protection Corporation	225-49810-430-44010	315.00	Annual Inspection/Fire Protection
179047	Olympic Fire Protection Corporation	603-49500-000-44010	4.12	Annual Inspection/Fire Protection
179047	Olympic Fire Protection Corporation	602-49450-000-44010	28.93	Annual Inspection/Fire Protection
	Olympic Fire Protection Corporation		655.00	
0	On Target A & M Inc	603-49500-000-43090	461.99	Utility Bills - October
0	On Target A & M Inc	601-49430-000-43090	461.99	Utility Bills - October
0	On Target A & M Inc	602-49480-000-43090	461.99	Utility Bills - October
	On Target A & M Inc		1,385.97	
0	Orchard Trust Company	101-00000-000-21706	2,507.00	PR Batch 00520.10.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	9,076.00	PR Batch 00520.10.2023 MN Deferred Comp
	Orchard Trust Company		11,583.00	
0	Pantheon Computer Systems Inc	101-41580-410-43090	5,250.00	September IT Services
0	Pantheon Computer Systems Inc	101-41580-410-43090	5,250.00	October IT Services
	Pantheon Computer Systems Inc		10,500.00	
0	Papenfus Ronnie	101-45200-450-42110	175.00	Steel
	Papenfus Ronnie		175.00	
179048	Piller Properties LLC	601-00000-000-20200	13.15	Refund Check 019284-040, 931 3 Ave NW
	Piller Properties LLC		13.15	
179049	Pole Painting Plus Inc	101-43160-430-44045	6,600.00	Traffic Pole Painting-Corner 8 St NW LMC Claim CP2992475
	Pole Painting Plus Inc		6,600.00	
179050	Pollock Construction	101-00000-000-22000	2,000.00	Escrow Releases-1923 & 1917 Cornelia Ct Permit 2022-00494 & 202
	Pollock Construction		2,000.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Porras Juan	101-42121-420-43090	125.00	Interpreting Services / #23-2894
	Porras Juan		125.00	
0	Property Pros	101-42700-420-43090	85.00	Mow 1215 E Division
	Property Pros		85.00	
0	Public Employees Retirement Association	101-00000-000-21705	28,384.51	PR Batch 00520.10.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	19,881.22	PR Batch 00520.10.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,922.98	PR Batch 00520.10.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,230.37	PR Batch 00520.10.2023 PERA Coordinated
	Public Employees Retirement Association		84,419.08	
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	101-42121-420-42210	514.49	Housing - Insulator Assembly - Engine Brackets / #11
0	R C Bliss Inc	431-45200-450-45500	53,867.19	2023 Ford Super Duty F250 (VIN #4909)
0	R C Bliss Inc	431-00000-410-39101	-5,500.00	Trade 2004 Ford F250 (Asset #20164)
0	R C Bliss Inc	101-42121-420-42210	13.98	Nut and Washer Assembly / #11
	R C Bliss Inc		48,895.66	
179051	Rahuldev Inc	280-46310-461-43130	88.30	Unsheltered Homeless Program 6/29 - 6/30/2023
179051	Rahuldev Inc	280-46310-461-43130	88.30	Unsheltered Homeless Program 7/8 - 7/9/2023
	Rahuldev Inc		176.60	
179052	Ramy Turf Products LLC	603-49500-000-42110	3,017.50	Seed/Sod Staples/Spill Kits
	Ramy Turf Products LLC		3,017.50	
0	Rent 'N' Save Portable Services	101-45200-450-44160	762.15	Portable Toilet Rentals
0	Rent 'N' Save Portable Services	101-45200-450-44160	672.15	Portable Toilet Rentals
	Rent 'N' Save Portable Services		1,434.30	
179053	Reptile & Amphibian Discovery Zoo	101-45130-450-43131	290.00	Reptile and Amphibian Show for Night to Unite

Check Numb	Last Name	Acct 1	Amount	Description
	Reptile & Amphibian Discovery Zoo		290.00	
179054	Rice County	873-49499-000-44371	7,112.15	Roberds Lake Sewer Collected - September
	Rice County		7,112.15	
179055	Rice County Environmental Services - Solid Waste	602-49480-000-43840	15.00	Microwave Appliance Disposal
	Rice County Environmental Services - Solid Waste		15.00	
179056	Rice County Highway Department	101-45200-450-42120	1,318.07	Fuel
	Rice County Highway Department		1,318.07	
179057	Rice Lake Construction Group	601-49430-000-45200	300,000.00	Water Treatment Plant Pay App 24
	Rice Lake Construction Group		300,000.00	
0	Ryan Contracting Co.	472-43121-430-45300	783,648.44	2023-04 Pay Req 4
	Ryan Contracting Co.		783,648.44	
0	Sanco Equipment LLC	603-49500-000-42210	13.53	Bobcat Brush Hog Parts
0	Sanco Equipment LLC	101-45200-450-42210	5,089.47	Boom/Bob-Tach Mast
	Sanco Equipment LLC		5,103.00	
179058	Schreck Larry & Sharon	601-00000-000-20200	91.13	Refund Check 022535-000, 10 Mitchell Dr
	Schreck Larry & Sharon		91.13	
0	Schroht Chas	602-49480-000-43140	20.00	Mn Wastewater (MWOA) Section Meeting
	Schroht Chas		20.00	
0	Schull Joseph	602-49480-000-43140	20.00	Mn Wastewater (MWOA) Section Meeting
	Schull Joseph		20.00	
0	Schumacher Excavating Inc	476-43121-430-45313	45,201.00	2022-13 Pay Req 8

Check Numb	Last Name	Acct 1	Amount	Description
	Schumacher Excavating Inc		45,201.00	
0	Selco	101-45500-450-43250	2,136.05	SELCO Service Fees
	Selco		2,136.05	
0	SHI International Corp	240-46210-460-42420	1,508.72	Monitors & Docking Stations
0	SHI International Corp	101-41320-410-42420	438.74	Docking Station & Two Monitors
0	SHI International Corp	240-46210-460-43095	152.00	Adobe Pro Housing Coordinators
0	SHI International Corp	101-41320-410-42420	-156.50	Return Docking Station
0	SHI International Corp	240-46210-460-42420	-626.00	Return Docking Stations
0	SHI International Corp	101-41580-410-43095	4.72	Visio Subscription
0	SHI International Corp	101-41580-410-43095	12.46	Visio Subscription
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription
0	SHI International Corp	602-49480-000-42420	747.00	Computer Hardware
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription
0	SHI International Corp	603-49500-000-42020	-42.19	Screen Protector Credit
0	SHI International Corp	602-49450-000-42020	-42.19	Screen Protector Credit
0	SHI International Corp	601-49430-000-42020	-42.18	Screen Protector Credit
0	SHI International Corp	101-45200-450-42420	-750.00	Computer Equipment
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription
0	SHI International Corp	101-41800-410-42420	1,640.00	HP EliteBook 650 and Monitor - Bushard
0	SHI International Corp	101-41800-410-43095	8.90	Acrobat Pro Software Agreement - Bushard
0	SHI International Corp	101-41800-410-42420	175.00	USB Essential Dock - Bushard
	SHI International Corp		3,066.24	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
0	Sjodin Josh	101-42121-420-43310	105.06	Gas / Annual SWAT Conference
	Sjodin Josh		105.06	
179059	Snap-On Incorporated	101-43126-430-44045	135.00	Air Ratchet Repair
	Snap-On Incorporated		135.00	
179060	South Metro SWAT	101-42123-420-43140	640.28	SWAT Training / Fort McCoy / J Holm and S Angle
179060	South Metro SWAT	101-42121-420-43140	320.14	SWAT Training / Fort McCoy / J Sjodin

Check Numb	Last Name	Acct 1	Amount	Description
	South Metro SWAT		960.42	
0	Springbrook Holding Company LLC	602-49450-000-44325	1,618.00	CivicPay Transaction Fees
0	Springbrook Holding Company LLC	601-49430-000-44325	1,618.00	CivicPay Transaction Fees
	Springbrook Holding Company LLC		3,236.00	
0	SRF Consulting Group Inc	401-43121-430-43090	6,561.05	CSAH 45 Corridor Study
	SRF Consulting Group Inc		6,561.05	
179061	Steele Waseca Coop Electric	225-49810-430-43810	7.97	1077021-Security Hangar 2
179061	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41927-Airport
179061	Steele Waseca Coop Electric	602-49450-000-43810	74.40	1089247-Lift Station-15625 Acorn Trl
179061	Steele Waseca Coop Electric	225-49810-430-43810	335.11	41875-Airport S Hangars
179061	Steele Waseca Coop Electric	225-49810-430-43810	33.81	1018624-Hangar 910J
179061	Steele Waseca Coop Electric	902-00000-000-23935	-1,846.38	Monthly Charges-September
179061	Steele Waseca Coop Electric	101-43160-430-43810	55.19	32089-Highway 21 Lights
179061	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41926-Airport
179061	Steele Waseca Coop Electric	902-00000-000-23935	1,846.38	Monthly Charges-September
179061	Steele Waseca Coop Electric	225-49810-430-43810	47.16	32094-Airport
179061	Steele Waseca Coop Electric	225-49810-430-43810	37.62	20891-Airport New Hangar
179061	Steele Waseca Coop Electric	225-49810-430-43810	30.04	1017445-2011 T-Hangar
179061	Steele Waseca Coop Electric	225-49810-430-43810	44.12	41901-Airport
179061	Steele Waseca Coop Electric	101-43160-430-43810	88.51	27205-Airtech Park
179061	Steele Waseca Coop Electric	225-49810-430-43810	590.72	23947-Airport 10
179061	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
179061	Steele Waseca Coop Electric	602-49450-000-43810	260.30	30493-Lift Station
179061	Steele Waseca Coop Electric	225-49810-430-43810	163.21	1018611-Hangar 910K
	Steele Waseca Coop Electric		1,846.38	
179062	The UPS Store	101-42220-420-43250	60.97	Shipping Fees
179062	The UPS Store	601-49430-000-43250	17.08	Silica Samples Shipped MDH
	The UPS Store		78.05	
179064	Thibodeau - Attorney Gregory S	601-00000-000-20200	6.19	Refund Check 025493-000, 1228 25 Ave NW
	Thibodeau - Attorney Gregory S		6.19	
179063	Thibodeau Chad	601-00000-000-20200	22.57	Refund Check 016186-000, 521 8 St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Thibodeau Chad		22.57	
179065	Thomson Reuters - West	101-42121-420-43090	500.01	CLEAR Online Software Subscription
	Thomson Reuters - West		500.01	
179066	TireHub LLC	101-42123-420-42220	584.00	4 Tires for Winter Stock
	TireHub LLC		584.00	
179067	T-Mobile USA Inc	101-42121-420-43090	100.00	GPS Location / 23-2811
	T-Mobile USA Inc		100.00	
179068	Tom's Lock & Key, LLC	101-42110-420-43090	20.00	Keys
	Tom's Lock & Key, LLC		20.00	
179069	Truck Center Companies East LLC	101-43121-430-42210	14.78	Solenoid - Street #619
	Truck Center Companies East LLC		14.78	
0	Union Pacific Railroad Co	603-49500-000-45300	26,980.00	2022-14 Riverchase Regional Stormwater Basin
	Union Pacific Railroad Co		26,980.00	
179070	Valentyn Builders LLC	101-45200-450-44050	7,868.00	New Windows/Soffit/Facia-Alexander Park Bathrooms
	Valentyn Builders LLC		7,868.00	
179071	Verizon Wireless	601-49430-000-43210	32.36	Data Air Cards- Water
179071	Verizon Wireless	902-00000-000-23935	-1,444.91	Data Charges 08/29/2023-09/28/2023
179071	Verizon Wireless	902-00000-000-23935	1,444.91	Data Charges 08/29/2023-09/28/2023
179071	Verizon Wireless	101-43121-430-43210	35.01	Data Sign Shop
179071	Verizon Wireless	603-49500-000-43210	105.03	Data Air Cards- Storm
179071	Verizon Wireless	101-42110-420-43210	35.01	Data/Admin Ipad
179071	Verizon Wireless	101-43190-430-43210	40.01	Data Engineering Survey Device
179071	Verizon Wireless	101-42121-420-43210	40.01	Drone Jetpack
179071	Verizon Wireless	101-42123-420-43210	855.26	Data Air Cards - MDC
179071	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
179071	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
179071	Verizon Wireless	602-49480-000-43210	67.16	WWTP Phones

Check Numb	Last Name	Acct 1	Amount	Description
179071	Verizon Wireless	101-41350-410-43210	40.01	Jetpack Brad
179071	Verizon Wireless	101-42400-420-43210	40.01	Data Building Codes
	Verizon Wireless		1,444.91	
179072	Wall Street Journal The	101-45500-450-42191	719.88	Newspaper Subscription
	Wall Street Journal The		719.88	
179073	Wal-Mart	101-42210-420-42410	358.00	LG TV - Fire
	Wal-Mart		358.00	
179074	Waste Management of WI-MN	101-42210-420-43840	107.75	Fire 122 2nd St NW
179074	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
179074	Waste Management of WI-MN	601-49430-000-43840	73.30	PW Facility 1200 Belview Trl
179074	Waste Management of WI-MN	101-45125-450-43840	442.07	Aquatic Center 1820 2nd Ave NW
179074	Waste Management of WI-MN	602-49450-000-43840	73.30	PW Facility 1200 Belview Trl
179074	Waste Management of WI-MN	101-45122-450-43840	108.68	Community Center 15 Division St W
179074	Waste Management of WI-MN	602-49480-000-43840	1,912.37	Wastewater Facility 214 14th St NE
179074	Waste Management of WI-MN	902-00000-000-23935	-5,045.75	Service 09/01/2023-09/30/2023
179074	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office 26 3rd St NE
179074	Waste Management of WI-MN	101-45500-450-43840	108.68	Buckham Center 11 Division St E
179074	Waste Management of WI-MN	101-45126-450-43840	49.25	Washington Rec Center 117 Shumway
179074	Waste Management of WI-MN	101-42110-420-43840	112.75	Police 25 4th St NW
179074	Waste Management of WI-MN	902-00000-000-23935	5,045.75	Service 09/01/2023-09/30/2023
179074	Waste Management of WI-MN	101-43121-430-43840	704.32	PW Facility 1200 Belview Trl
179074	Waste Management of WI-MN	101-45200-450-43840	795.60	North Alexander Park 1810 2nd Ave NW
179074	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
179074	Waste Management of WI-MN	101-45200-450-43840	87.75	TeePee Tonka 10 3rd St NE
179074	Waste Management of WI-MN	101-45200-450-43840	379.20	Central Avenue Refuse Disposal 9/1/23-9/30/23
179074	Waste Management of WI-MN	603-49500-000-43840	10.42	PW Facility 1200 Belview Trl
179074	Waste Management of WI-MN	101-45127-450-43840	87.75	Soccer Field 704 17th St SW
179074	Waste Management of WI-MN	225-49810-430-43840	117.75	Aiport 3401 Hwy 21 W
	Waste Management of WI-MN		5,424.95	
0	WSB & Associates Inc	603-49500-000-43090	5,733.50	2023-13 Stormwater Pond Analysis 8/1-8/31
	WSB & Associates Inc		5,733.50	
179075	Xcel Energy	101-43160-430-43810	19.40	51-0010353780-3 Street Lighting-1690 Hwy 60W
179075	Xcel Energy	101-43160-430-43810	20.21	51-5358630-4 - 45 State Ave Lighting

Check Numb	Last Name	Acct 1	Amount	Description
179075	Xcel Energy	101-42500-420-43810	38.41	304214955 930 4th Ave NW Siren
179075	Xcel Energy	602-49450-000-43830	20.00	302458578 828 8 Ave NW Park Shop
179075	Xcel Energy	101-43170-430-43810	230.47	303453265 1500 7 St NW Signal Light
179075	Xcel Energy	101-43170-430-43810	61.67	304131503 2200 30th St NW
179075	Xcel Energy	101-45500-450-43830	787.74	302342287 11 Division St E 70%
179075	Xcel Energy	101-42110-420-43810	542.22	303877775 11 20th St NW Evidence Garage
179075	Xcel Energy	101-43160-430-43810	35.17	304116512 1000 Lyndale Ave S
179075	Xcel Energy	101-45200-450-43810	49.37	302165394 415 2nd Ave SW Wapacuta Pk
179075	Xcel Energy	101-43160-430-43810	-358.10	302767481 210 3 St NE St Light HP
179075	Xcel Energy	602-49450-000-43810	41.59	302346525 3030 Hwy 60 W Lift Station
179075	Xcel Energy	101-45200-450-43810	64.01	302261595 920 9 Ave SW
179075	Xcel Energy	101-45122-450-43810	1,951.56	302825421 19 Division St W
179075	Xcel Energy	101-43160-430-43810	43.59	305051521 New Bridge Lights 2nd Ave Bridge
179075	Xcel Energy	101-41940-410-43810	2,212.25	303683323 208 1 Ave NW
179075	Xcel Energy	101-45125-450-43830	46.11	303727721 1830 2 Ave NW Aquatic Center
179075	Xcel Energy	225-49810-430-43830	20.00	304268058 Hangar 910B - City
179075	Xcel Energy	101-45500-450-43810	2,885.87	302342287 11 Division St E
179075	Xcel Energy	101-45500-450-43810	20.04	302342287 11 Division St E Security
179075	Xcel Energy	602-49450-000-43810	63.69	302976387 1301 Willow St Lift Station
179075	Xcel Energy	101-45200-450-43810	25.89	304850239 TeePee Tonka Park Tunnel
179075	Xcel Energy	101-43160-430-43810	90.95	304850222 328 4 St NW-4 Ave NW Signal System
179075	Xcel Energy	101-43160-430-43810	272.04	303661815 495 Heritage Pl
179075	Xcel Energy	101-43160-430-43810	91.55	304850221 419 8 Ave NW-8 Ave Signal System
179075	Xcel Energy	602-49450-000-43810	16.23	302794134 98 3 Ave NW Viaduct Lift Stati
179075	Xcel Energy	101-43160-430-43810	69.27	304116510 1904 Grant St NW
179075	Xcel Energy	225-49810-430-43830	20.00	304268056 Hangar 910G - Rental
179075	Xcel Energy	101-42500-420-43810	8.69	164184 930 4th CD Siren
179075	Xcel Energy	101-43160-430-43810	115.57	304882766 17 3rd St NE Unit Street Light
179075	Xcel Energy	101-45200-450-43810	55.88	303920032 540 2nd Ave NW
179075	Xcel Energy	601-49430-000-43810	441.77	304051816 1200 Belview Trl
179075	Xcel Energy	101-43160-430-43810	240.43	304850219 218 3 St NW/129 4 St NW Street Light
179075	Xcel Energy	101-45200-450-43810	43.51	304915622 705 3 Ave NW-Wapacuta Park Shelter
179075	Xcel Energy	101-43160-430-43810	67.45	304850224 402 Central-Central Ave Signal System
179075	Xcel Energy	101-42500-420-43810	8.69	146104 920 9 Ave SW CD Siren
179075	Xcel Energy	101-43170-430-43810	96.43	303446090 1418 Division St W Signal Light
179075	Xcel Energy	101-43170-430-43810	134.59	303691980 2219 Grant St Light
179075	Xcel Energy	602-49450-000-43810	30.04	303670994 1090 Cannon Circle Lift Station
179075	Xcel Energy	101-45500-450-43810	133.03	302342287 11 Division St E
179075	Xcel Energy	602-49450-000-43810	29.14	302772185 1150 Willow Lift Station
179075	Xcel Energy	602-49450-000-43810	20.97	303333605 410 Frink Ave Lift Station
179075	Xcel Energy	101-45122-450-43830	337.60	302342287 Boiler Heat Line 30%
179075	Xcel Energy	101-43121-430-43830	132.35	304051816 1200 Belview Trl
179075	Xcel Energy	601-49430-000-43830	20.00	302971552 824 7th St NW Water Works

Check Numb	Last Name	Acct 1	Amount	Description
179075	Xcel Energy	101-45122-450-43830	379.00	303402179 16 Central Ave
179075	Xcel Energy	101-42500-420-43810	4.18	154013 1851 220 St E CD Siren
179075	Xcel Energy	101-45122-450-43810	34.78	154794 16 Central Ave
179075	Xcel Energy	101-45200-450-43810	165.42	303239611 Sr High Tennis Courts
179075	Xcel Energy	101-42210-420-43830	70.19	302350193 122 2 St NW Fire Hall
179075	Xcel Energy	101-43170-430-43810	140.55	302531059 103 3 St NE Signal Light
179075	Xcel Energy	101-45200-450-43810	49.02	302321102 1000 7 Ave SW-S Alex Sec
179075	Xcel Energy	101-43160-430-43810	35.31	304087990 510 2 Ave NW Carnival
179075	Xcel Energy	602-49450-000-43810	23.45	302412146 1901 7 St NW Lift Station
179075	Xcel Energy	101-43160-430-43810	188.18	304850220 720 4 St NW Street Light Feed Point
179075	Xcel Energy	601-49430-000-43810	1,211.87	302814303 1217 Parshall Reservoir #2
179075	Xcel Energy	101-42110-420-43830	815.98	303688424 25 4th St NW
179075	Xcel Energy	101-43160-430-43810	66.76	304116511 800 Lyndale Ave S
179075	Xcel Energy	602-49480-000-43830	966.37	302858086 214 14 St NE
179075	Xcel Energy	602-49450-000-43830	13.77	304051816 1200 Belview Trl
179075	Xcel Energy	601-49430-000-43810	10,255.73	303929972 1904 Fairground Dr
179075	Xcel Energy	601-49430-000-43810	60.00	304872579 812 8 Ave NW-WTP
179075	Xcel Energy	902-00000-000-23935	-82,880.72	Electricity Bill-September
179075	Xcel Energy	902-00000-000-23935	82,880.72	Electricity Bill-September
179075	Xcel Energy	225-49810-430-43830	20.79	304268037 Hangar 910A - City
179075	Xcel Energy	101-43160-430-43810	85.78	304850223 415/430 2 Ave NW-2 Ave Signal System
179075	Xcel Energy	101-45122-450-43810	5,585.13	303273787 15 Central Ave Load Profile
179075	Xcel Energy	601-49430-000-43810	8,499.38	302568990 410 Alexander Park Well #5
179075	Xcel Energy	101-43160-430-43810	334.49	304157645 3305 Highway 60
179075	Xcel Energy	101-42110-420-43810	6,136.70	303688424 25 4th St NW
179075	Xcel Energy	101-43160-430-43810	170.06	304157632 1602 2nd Ave NW
179075	Xcel Energy	602-49450-000-43810	441.77	304051816 1200 Belview Trl
179075	Xcel Energy	101-42500-420-43810	4.18	178539 2613A Hulett Court
179075	Xcel Energy	603-49500-000-43810	62.81	304051816 1200 Belview Trl
179075	Xcel Energy	101-45200-450-43810	53.95	303683055 100 Tee Pee Tonka Park
179075	Xcel Energy	101-45200-450-43810	74.35	304428352 601 1st Ave NE Fleckenstein Bluffs Park
179075	Xcel Energy	101-42210-420-43810	-311.81	302527702 122 2 St NW-Fire Hall
179075	Xcel Energy	601-49430-000-43830	61.19	304914908 812 8 Ave NW Bldg B-WTP
179075	Xcel Energy	602-49480-000-43810	35.17	302940983 502 3rd Ave NW
179075	Xcel Energy	601-49430-000-43810	1,981.99	302969048 350 Alexander Park Well #6
179075	Xcel Energy	602-49480-000-43810	16,345.83	304239286 214 14th St NE
179075	Xcel Energy	101-42500-420-43810	47.93	303930334 Fairgrounds/300 Western
179075	Xcel Energy	602-49450-000-43810	45.23	304801551 1321 Matteson St-Lift Station
179075	Xcel Energy	101-45200-450-43810	26.14	175957 500 Maple Lawn Cartway
179075	Xcel Energy	101-43170-430-43810	8.69	156258 117 Shumway CD Siren
179075	Xcel Energy	101-45126-450-43810	79.52	303373970 117 Shumway Load Profile
179075	Xcel Energy	101-45125-450-43810	960.00	303727721 1830 2 Ave NW Aquatic Center
179075	Xcel Energy	101-43160-430-43810	35.17	303328788 1600 30 St NW

Check Numb	Last Name	Acct 1	Amount	Description
179075	Xcel Energy	101-45126-450-43830	365.44	302971175 117 Shumway Washington Center
179075	Xcel Energy	225-49810-430-43830	20.00	302414965 3401 Hwy 21 W
179075	Xcel Energy	602-49450-000-43810	22.22	305211022 140 Riverchase Ct Lift Station
179075	Xcel Energy	101-43160-430-43810	104.22	304886692 1190 60 W Street Light
179075	Xcel Energy	101-45200-450-43830	20.00	304017445 900 Lyndale Ave N
179075	Xcel Energy	602-49450-000-43810	26.40	303203605 319 Lind St Lift Station
179075	Xcel Energy	603-49500-000-43830	1.96	304051816 1200 Belview Trl
179075	Xcel Energy	101-43170-430-43810	170.59	302525247 4050 Hwy 60 W
179075	Xcel Energy	101-45200-450-43810	35.17	303659432 618 9 Ave SW Sledding Hill
179075	Xcel Energy	601-49430-000-43810	8,972.80	303329691 824 7 St NW Pump Water
179075	Xcel Energy	101-45200-450-43810	19.24	303683055 100 TP Tonka Security
179075	Xcel Energy	101-43170-430-43810	283.16	303396625 27 Division St E Signal Light
179075	Xcel Energy	225-49810-430-43830	74.57	304924581 3401 Hwy 21 W
179075	Xcel Energy	101-43121-430-43810	4,244.79	304051816 1200 Belview Trl
179075	Xcel Energy	101-45126-450-43810	19.00	171746 117 Shumway Lighting
179075	Xcel Energy	101-45200-450-43810	327.52	304017445 900 Lyndale Ave N
179075	Xcel Energy	101-45200-450-43830	20.00	302627100 Jefferson Warming House
179075	Xcel Energy	101-42500-420-43810	4.18	167157 1203 Parshall St
179075	Xcel Energy	101-42110-420-43830	74.57	303877775 11 20th St NW Evidence Garage
179075	Xcel Energy	601-49430-000-43830	13.77	304051816 1200 Belview Trl
179075	Xcel Energy	101-45200-450-43810	32.44	303510224 Central Park Band Stand
179075	Xcel Energy	101-45127-450-43810	386.99	304160080 705 17th St SW
179075	Xcel Energy	101-45126-450-43810	45.94	302492805 117 Shumway-Washington Center
179075	Xcel Energy	101-41940-410-43830	164.33	303640982 208 1 Ave NW City Hall
179075	Xcel Energy	101-45200-450-43810	908.69	302576466 1815 Alexander Dr
	Xcel Energy		82,920.33	
0	Ziegler Inc	101-43121-430-42210	6,184.21	Hydraulic Pump/Mounting O-Rings - Street #316
0	Ziegler Inc	101-43121-430-42210	-2,089.23	Hydraulic Pump Core Credit - Street #316
	Ziegler Inc		4,094.98	
			2,465,798.17	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: October 24, 2023
SUBJECT: Resolution 2023-194 Declaring Precinct Polling Places in the city of Faribault for all Federal, State, Local and Special Elections

Background:

Annually, the City Council passes a resolution declaring precinct polling places in the city of Faribault for all federal, state, local and special elections. This requirement is no longer required unless there is a change in precinct polling locations. Resolution 2023-194 will stay in effect until there is a change in polling locations or there is a change in state statute.

Recommendation:

Approve Resolution 2023-194

Attachments:

1. Resolution 2023-194 Declaring Precinct Polling Places in the City of Faribault for all Federal, State, Local and Special Elections

CITY OF FARIBAULT

RESOLUTION #2023-194

DECLARING PRECINCT POLLING PLACES IN THE CITY OF FARIBAULT FOR ALL FEDERAL, STATE, LOCAL AND SPECIAL ELECTIONS

WHEREAS, it is important that citizens exercise their right to vote; and

WHEREAS, an annual resolution designating polling places is no longer required by December 31 if there have been no changes to the designated polling place; and

WHEREAS, the designation of a polling place shall remain in effect until a different polling place is designated; and

WHEREAS, no designation of a new or different polling place becomes effective less than 90 days prior to an election, except that a new polling place may be designated to replace a polling place that has become unavailable for use.

NOW, THEREFORE BE IT RESOLVED, that that the city of Faribault Rice County, Minnesota does hereby designate the following locations as polling locations for all federal, state, local and special elections:

- Precinct No. 1 – Building #17 (4-H Building), 1900 Fairgrounds Drive
- Precinct No. 2 – Washington Center, 117 Shumway Avenue
- Precinct No. 3 – Buckham Community Center, 15 Division Street W
- Precinct No. 4 – Our Savior’s Lutheran Church, 1207 Prairie Avenue
- Absentee Voting Precinct – Rice County Government Services Building-
Rice County Auditor/Treasurer’s Office, 320 3rd Street NW

ALSO, BE IT RESOLVED, that the polling place shall comply with all requirements pursuant to M.S. 204B.16 and the polling place shall only be changed pursuant to M.S 204B.16.

Date Adopted: October 24, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

4.C



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: October 24, 2023
SUBJECT: Resolution 2023-195 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts

Background:

Customers with unpaid utility receivable accounts and miscellaneous accounts receivable are provided multiple notices and ample opportunity to pay the balance due prior to entering the assessment process. Section 28-73 provides authorization for the City to certify to the County Auditor any unpaid service charges or fees which shall be collected together with property taxes levied against the property.

Proper notification, as required by city ordinance, has been submitted to each property owner in the attached list. The term of the levy is one year and will include an interest charge equal to ten percent (10%) or \$25, whichever is greater.

Delinquent utility accounts that are 60 days or more past due are certified against the property receiving service. In most cases the homes are vacant, foreclosures, landlords paying for previous tenants, or broken curb stops so water cannot be shut off. These account balances cannot be collected through the shutoff process and are certified for collection against the property.

Recommendation:

Approve Resolution 2023-195 Levying Special Assessments for Miscellaneous Delinquent Water, Sewer and Storm Water Accounts.

Attachments:

1. Resolution 2023-195 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts
2. Resolution 2023-195 Exhibit A

CITY OF FARIBAULT

RESOLUTION #2023-195

LEVYING SPECIAL ASSESSMENTS FOR DELINQUENT WATER, SEWER, AND STORM WATER ACCOUNTS

WHEREAS, City of Faribault ordinances establish rules, rates and charges for water, sewer, storm water and other miscellaneous charges and fees for services; and

WHEREAS, Section 28-73 of the City ordinances authorizes the City to assess any unpaid service charges and fees imposed on the owner, lessee, or occupant of property for governmental services provided by the City; and

WHEREAS, written notice of the City's intention to certify the charges or fees to the County Auditor was provided to the property owners; and

WHEREAS, assessment rolls have been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, such assessments shall be payable over a period of one year with an interest rate of ten percent (10%) or \$25, whichever is greater; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Faribault, Minnesota that:

1. Assessment Roll for Delinquent Unpaid Water, Sewer and Storm Water attached hereto as Exhibit A in the amount of \$49,045.64.
2. A copy of Exhibit A, which are attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the properties named therein. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of the final assessment resolution; and he may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of

the year in which such payment is made. Such payment must be made before December 31, 2023, or interest will be charged through December 31 of the succeeding year.

3. A copy of this resolution, together with the assessment roll, is to be forwarded to the Rice County Treasurer/Auditor for collection with other taxes.

Date Adopted: October 24, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Utility Billing

Collections Turnover

User: bblank
 Printed: 10/18/2023 - 2:38PM
 Batch: 00001.10.2023 - 10-24-2023 Certification to Council - Active
 Display: Owner
 Report Type: Summary
 Sort By: Account Number



Account No	Owner Name	Owner Address 1	Owner Address 2	Service Address	Tax Lot	Amount	Interest	Total
008047-000	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	628 5 Ave NW	18-31-1-26-118	\$ 2,495.86	\$ 249.59	\$ 2,745.45
008047-001	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	103 1 St NW	18-31-1-26-518	1,685.57	168.56	1,854.13
008047-002	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	113 1 St NW	18-31-1-26-519	1,567.79	156.78	1,724.57
008047-003	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	121 1 St NW	18-31-1-26-520	1,225.65	122.57	1,348.22
008047-005	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	14 3 St NW Apt 1 - 8	18-31-1-26-282	1,367.12	136.71	1,503.83
008341-000	William Kuntze	323 14th St NW	Faribault, MN 55021	1410 Central Ave	18-30-4-26-015	1,245.48	124.55	1,370.03
008341-002	William Kuntze	323 14th St NW	Faribault, MN 55021	701 Division St W	18-31-3-25-001	1,122.24	112.22	1,234.46
008341-003	William Kuntze	323 14th St NW	Faribault, MN 55021	110 1 Ave SW	18-31-4-26-049	778.77	77.88	856.65
010035-000	Gary Hunt	14364 Flora Ct	St. Paul, MN 55124	2401 2 Ave NW	18-19-4-25-019	386.05	38.61	424.66
010135-000	Bill Healy	323 6th Ave SW	Faribault, MN 55021	607 Hulett Ave	18-36-1-25-004	386.05	38.61	424.66
010313-001	Jorge Hernandez	713 1 St NW	Faribault, MN 55021	319 Willow St	18-31-4-26-135	91.31	25.00	116.31
010347-002	Greg & Angela Sartor	203 9th Ave SE	Faribault, MN 55021	602 Western Ave	18-35-1-00-015	412.82	41.28	454.10
011509-001	Chad Breitenfeldt	2835 2 Ave NW	Faribault, MN 55021	2835 2 Ave NW	18-19-1-50-009	91.31	25.00	116.31
013094-000	Larry Preuss	638 Southbend Ave	Mankato, MN 56001-2168	1215 Division St E	18-32-4-26-005	386.05	38.61	424.66
015376-000	Andy Lee	413 S Main St	Medford, MN 55049	25 3 St NW	18-31-1-26-339	47.96	25.00	72.96
015961-001	Salama Investments LLC	2700 Cardinal Ave	Faribault, MN 55021	131 Lyndale Ave	18-36-1-50-015	155.52	25.00	180.52
015961-002	Salama Investments LLC	2700 Cardinal Ave	Faribault, MN 55021	131 Lyndale Ave	18-36-1-50-015	26.47	25.00	51.47
017483-002	Jonathan & Jacqueline Hernandez Silv	719 Willow St	Faribault, MN 55021	521 3 St NW	18-31-1-26-397	2,664.83	266.48	2,931.31
017483-007	Jonathan & Jacqueline Hernandez Silv	719 Willow St	Faribault, MN 55021	719 Willow St	18-31-4-52-032	429.33	42.93	472.26
017925-009	Susan Moore	111 2nd St NW Apt 6	Faribault, MN 55021	111 2 St NW	18-31-1-26-457	2,082.76	208.28	2,291.04
018237-002	Jenaro Paz	1155 Willow St #33S	Faribault, MN 55021	1518 4 St NW	18-36-1-52-039	397.22	39.72	436.94
018587-000	Nicole Farmer	502 Central Ave	Faribault, MN 55021	1300 Willow St A	18-06-3-00-003	2,023.97	202.40	2,226.37
018682-000	Nicole Farmer	502 Central Ave	Faribault, MN 55021	1300 Willow St	18-06-3-00-003	318.48	31.85	350.33
021550-000	Salama Investments LLC	2700 Cardinal Ave	Faribault, MN 55021	2700 Cardinal Ave	18-24-3-03-001	590.98	59.10	650.08
022416-000	Clayton Enterprises LLC	1018 6th St NW	Faribault, MN 55021	1802 4 St NW	18-36-2-75-010	5,793.50	579.35	6,372.85
022653-002	Extreme Unlimited LLC	3202 8 Ave NW	Faribault, MN 55021	2702 Park Ave	18-24-2-79-003	61.94	25.00	86.94
023617-003	Chad & Brad Wendel	1717 Hunt Lake Trail	Faribault, MN 55021	26 1 Ave SW Apt 4	18-31-4-26-026	31.60	25.00	56.60
023741-001	Chad & Brad Wendel	1717 Hunt Lake Trail	Faribault, MN 55021	26 1 Ave SW Apt 1	18-31-4-26-026	700.69	70.07	770.76
023946-000	Chad & Brad Wendel	1717 Hunt Lake Trail	Faribault, MN 55021	26 1 Ave SW Apt 2	18-31-4-26-026	736.14	73.61	809.75
024106-000	Pablo Carrera	815 Central Ave	Faribault, MN 55021	815 Central Ave	18-30-4-51-048	209.15	25.00	234.15
024934-000	Kimberly Sour	2310 Hulett Ave	Faribault, MN 55021	510 Edgar Pl	18-19-2-51-078	984.69	98.47	1,083.16
025197-000	Alejandro Hernandez & Jessica Oland	3600 Hwy 60 W	Faribault, MN 55021	3600 Hwy 60 W	18-35-2-75-003	83.48	25.00	108.48
Total Active Accounts						\$ 30,580.78	\$ 3,203.20	\$ 33,783.98

Account No	Owner Name	Owner Address 1	Owner Address 2	Service Address	Tax Lot	Amount	Interest	Total
006545-002	Northbound Enterprise Inc.	3484 197th St E	Faribault, MN 55021	624 2 St NE	18-32-2-52-043	44.65	25.00	69.65
011548-000	Brian Cook	6743 232 St W	Warsaw, MN 55087	405 Edgar Pl	18-19-2-51-002	358.29	35.83	394.12
015565-000	Cave Creek LLC	5353 Gamble Dr, Ste 300	St Louis Park, MN 55416-1545	901 Faribault Rd	18-01-2-04-001	8,191.46	819.15	9,010.61
021359-000	Ben Hacker	4068 Wells Lake Way	Faribault, MN 55021	1334 1 Ave NW	18-30-4-26-021	1,030.29	103.03	1,133.32
024483-000	Dineen Enterprises LLC	3748 Creekside Ct	Hellerton, PA 18055	211 1 St NW	18-31-1-26-526	90.38	25.00	115.38
024482-000	Thompson James Group LLC	19782 Henning Ave	Lakeville, MN 55044	924 1 St NE	18-32-2-75-005	3,639.20	363.92	4,003.12
024587-000	Chad & Brad Wendel	1717 Hunt Lake Trail	Faribault, MN 55021	26 1 Ave SW Apt 4	18-31-4-26-026	416.65	41.67	458.32
024874-000	Ernesto & Raquel Villa	2900 Lavender Pkwy	Faribault, MN 55021	1726 Grant St	18-36-2-01-038	52.15	25.00	77.15
Total Deleted Accounts						\$ 13,823.07	\$ 1,438.59	\$ 15,261.66
TOTAL DELINQUENT ACCOUNTS						\$ 44,403.85	\$ 4,641.79	\$ 49,045.64



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: October 24, 2023
SUBJECT: Resolution 2023-196 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts

Background:

Unpaid utility balances for properties that have been foreclosed are not paid by the customer and become uncollectible. Other miscellaneous accounts receivable, including permit fees, impound fees, and other fees imposed by the City, may also be uncollectible due to various reasons.

If collection of the unpaid balance is enforceable and the amount exceeds \$25, the City sends the customer information and balance to a collection agency, who attempts to collect the balance. If the collection agency is successful, the City receives up to two-thirds of the balance collected.

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:

Approval of Resolution 2023-196 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts

Attachments:

1. Resolution 2023-196 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts
2. Resolution 2023-196 Exhibit A

CITY OF FARIBAULT

RESOLUTION 2023-196

LEVYING SPECIAL ASSESSMENTS FOR MISCELLANEOUS DELINQUENT RECEIVABLE ACCOUNTS

WHEREAS, City of Faribault ordinances establish fees for miscellaneous charges for services; and

WHEREAS, Sections 12-2(d) and 12-3(c) of the city ordinances authorizes the City to certify assessments to the County Auditor any unpaid service charges and fees imposed on the owner, lessee, or occupant of property for governmental services provided by the City; and

WHEREAS, written notice of the City's intention to certify the charges or fees to the County Auditor was provided to the property owners; and

WHEREAS, assessment rolls have been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, such assessments shall be payable over a period of one to five years with an interest rate of ten percent (10%) or \$25, whichever is greater; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Faribault, Minnesota that:

1. Assessment Roll for Delinquent Miscellaneous Accounts Receivable attached hereto as Exhibit A in the amount of \$1,045.19.
2. A copy of Exhibit A, which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the properties named therein. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of the final assessment resolution; and the owner may, at any time thereafter, pay to the City Treasurer the entire amount

of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2023, or interest will be charged through December 31 of the succeeding year.

3. A copy of this resolution, together with the assessment roll, is to be forwarded to the Rice County Treasurer/Auditor for collection with other taxes.

Date Adopted: October 24, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
DELINQUENT ACCOUNTS RECEIVABLE CERTIFICATION
October 24, 2023**

<i>Name</i>	<i>Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Property Address</i>	<i>PID</i>	<i>Description</i>	<i>Certified</i>	<i>Interest</i>	<i>Total</i>	<i>Invoice #</i>	<i>Date</i>
Thompson James Group	19782 Henning Ave	Lakeville	MN	55044	924 1st St NE	18.32.2.75.005	Mowing of Grass 6/19/23	\$ 550.00	\$ 57.00	\$ 607.00	67028	6/27/2023
Carrie Jo Love	826 Home Place	Faribault	MN	55021	826 Home Place	18.01.1.01.015	Cleanup Costs	396.54	41.65	438.19	66981	6/13/2023
Total Certification								\$ 946.54	\$ 98.65	\$ 1,045.19		



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: October 24, 2023
SUBJECT: Approve Change Order No. 4 for Water Treatment Plant

Background:

Attached is Change Order No. 4 (-\$18,884.82) for the Water Treatment Plant, which is a deduct change order for the agreed upon adjustment to final contract price. The item has been reviewed by the Engineer, Contractor and staff and is recommended for approval. Change Order No. 4 is the final change order for the project.

The original contract for the project was \$9,719,732.00. Change Order No. 3 revised the contract to \$9,743,747.45 (+0.25%). The approval of Change Order No. 4 revises the contract to \$9,724,862.63 (+0.05%).

Recommendation:

Approve Change Order No. 4 for Water Treatment Plant

Attachments:

1. Change Order No. 4



Owner: City of Faribault, 208 1st Ave NW, Faribault, MN 55021	Date 10/9/2023
Contractor: Rice Lake Construction Group, 22360 County Road 12, PO Box 517, Deerwood, MN 56444	
Bond Company: Federal Insurance Company 202B Hall's Mill Road, Whitehouse Station, NJ 08889	

CHANGE ORDER NO. 4
Water Treatment Plant
Faribault, Minnesota

Description of Work

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

Agreed upon adjustment to final contract price.

Original Contract Amount	\$9,719,732.00
Previous Change Orders	\$24,015.45
This Change Order	-\$18,884.82
Revised Contract Amount (including this change order)	\$9,724,862.63

Contract Dates

Substantial Completion Dates

Phase 1: January 4, 2021

Phase 2: May 17, 2021

Phase 3: June 1, 2021

Final Completion Date: February 3, 2022

Recommended for Approval by:

SHORT ELLIOTT HENDRICKSON, INC.

10/9/2023

Date

Approved by Owner:

CITY OF FARIBAULT

Date

Approved by Contractor:

RICE LAKE CONSTRUCTION GROUP

10/10/2023

Date

cc: City of Faribault

Rice Lake Construction Group

Federal Insurance Company New Jersey

SEH, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: October 24, 2023
SUBJECT: Approve Purchase of Fire Apparatus Chassis

Background:

The purchase of a new fire apparatus was originally approved in the 2021 CIP and then amended and approved again in the 2023 CIP due to supply chain issues.

The ownership of this apparatus is split between the City and the Rural Fire Association. In the Rural Fire Association contract, it states that the Rural Association is responsible for half of the cost of this apparatus.

Staff shopped around at local dealers and considered all brands of trucks and chose a Ford chassis for a variety of reasons. Due to the supply chain issues and the availability of Ford chassis, we worked with Apple Valley Ford as they are a large Ford dealer and would receive chassis before other dealers.

Recommendation:

Approve Purchase of Fire Apparatus Chassis

Attachments:

1. Apple Valley Ford Invoice
2. CIP Replace Fire Pumper Truck #2120



**Apple Ford
Lincoln Apple Valley**

7200 W 150th St.
P.O. Box 240299
Apple Valley, MN 55124
(952) 431-5900
www.appleautos.com

VEH. STOCK NO. OR ORDER NO.

89392

ORDER DATE

OCT 10

20 23

SALESPERSON'S NAME
(PLEASE PRINT)

SCOTT MILLER

ORDERED COLOR

RACE RED

ORDERED TRIM

MED DK SLA

ORDERED ENGINE

PURCHASER'S
NAME

CITY OF FARIBAUT

CO-BUYER'S
NAME

PURCHASER'S
STREET ADDRESS

208 NW 1ST AVE FARIBAUT

STATE

MN

ZIP

55021

RESIDENCE PHONE

(507) 339-3137

BUSINESS PHONE

(507) 332-2881

RESIDENCE COUNTY

RICE

DRIVER'S LICENSE NUMBER

BIRTHDATE

PLEASE ENTER MY ORDER FOR THE
FOLLOWING DESCRIBED VEHICLE



NEW



USED



DEMO
EXEC

LICENSE NO. SOLD

TAB EXP. DATE SOLD

LICENSE NO. TRADE

TAB EXP. DATE TRADE

MODEL
YEAR

MAKE - TRADE NAME

MODEL

BODY TYPE

IDENTIFICATION NO.

MILEAGE

VEHICLE
PURCHASED

2023

FORD TRUCK

S-DTY F-550

4WD REG

1FDUF5HN5PDA16142

12

VEHICLE
TRADED

Ins. Agent

Address

Phone

CUSTOMER
INITIALS

CHECK
ONE

Buyer's Insurance Co. FIRST NATIONAL

Policy #: CMC1000435-7



NO REBATE

BASE PRICE OF VEHICLE SOLD
MANUFACTURERS INSTALLED OPTIONS

\$ 53405.64



REBATE ASSIGNED TO DEALER



REBATE ASSIGNED TO CUSTOMER

REBATE AMOUNT

N/A

REBATE CHECK NO.

OTHER CONDITIONS OF SALE

PURCHASE PRICE

\$ 53405.64

DISCOUNT

N/A

CASH PRICE

53405.64

TRADE-IN ALLOWANCE

N/A

TRADE DIFFERENCE

\$ 53405.64

**POLLUTION CONTROL SYSTEM DISCLOSURE
(TRADE-IN VEHICLE)**

In order to comply with Minnesota Statutes, Section 325E.0951, no person may transfer a motor vehicle without providing a written disclosure to the transferee (buyer) certifying the condition of the pollution control system.

Transferor (seller) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle, being traded in, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.

Seller's Signature X

DEALER'S DISCLAIMER OF WARRANTY

The Dealer expressly disclaims all warranties, either express or implied on the vehicle sold, except any warranties offered and explained in Paragraphs 10 through 13 on the back of this contract. Buyer acknowledges receiving this information before the sale and further acknowledges having read and understood the provisions on the back of this contract.

Buyer's Signature X

**DEALER'S POLLUTION CONTROL SYSTEM DISCLOSURE
(VEHICLE BEING SOLD)**

Transferor (Dealer) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle being sold, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.

TOTAL TAXABLE SALE

\$ 53405.64

REGISTRATION TAX

N/A

SALES TAX

N/A

PLATE FEE

N/A

LICENSE

N/A

PUBLIC SAFETY
VEHICLE FEE

N/A

LIEN FEE + TITLE FEE

N/A

TRANSFER TAX

N/A

DOCUMENT
ADMINISTRATIVE FEE

200.00

TITLE/TRANSFER FEE

N/A

OTHER

N/A

STATE/DEPUTY
FILING FEE

N/A

OPTIONAL ELECTRONIC
TRANSFER FEE

N/A

LIEN RECORDING FEE

N/A

SUBTOTAL

53605.64

TRANSIT TAX

N/A

LESS CASH DOWN

N/A

TOTAL LICENSE & FEES

→

N/A

SUBTOTAL

53605.64

LESS ADDITIONAL DOWN (-)

N/A

PLUS PAY-OFF (+)

N/A

DUE ON DELIVERY

\$ 53605.64

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement of understanding of any nature. You certify that no credit has been extended by dealer for the purchase of this motor VEHICLE. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form. If DEALER is arranging credit for you, this CONTRACT is not valid until a credit disclosure is made as described in Regulation Z and you have accepted the credit extended.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT
AND YOU MAY LOSE ANY DEPOSITS IF YOU DO
NOT PERFORM ACCORDING TO ITS TERMS.**

Accepted X

Buyer's Signature Accepting Terms of Contract

Project # FIR E 23-03

Project Name Replacement - Low Pressure Airbags

Capital Asset

Unit #

Department Fire

Contact Fire Chief

Type Equipment

Useful Life 15 years

Category Equipment-Miscellaneous

Priority 1 High

Description

Low pressure airbags are a high volume, low pressure airbag used in specialized rescue situations.

Justification

According to NFPA 1936-6 rescue bags are to be replaced every 15 years. In 2023 the bags will be 15 years old.

Expenditures	2023	2024	2025	2026	2027	Total
Equipment	28,000					28,000
Total	28,000					28,000

Funding Sources	2023	2024	2025	2026	2027	Total
Capital Replacement Fund (431)	28,000					28,000
Total	28,000					28,000

Project # FIR E 23-04

Project Name Replacement - Fire Pumper Truck #2120

Capital Asset # 21091

Unit # 2120

Department Fire

Contact Fire Chief

Type Equipment

Useful Life 15 years

Category Equipment-Machinery/Vehicle

Priority 1 High

Description

Unit #2120 is a medical response and grass fire apparatus that is half owned by the Rural Fire Protection Association.
Serial # 7864

Acquisition Date: 8/11/2006

Mileage: 86,584 as of 7/18/2022

Justification

Fire apparatus 2120 is a 2006 Ford 4X4 and it was scheduled to be replaced in 2021. Because of COVID19 and the impact to the townships budgets, it was asked to move this out. This truck is an everyday usage truck and 17 years is a stretch for this vehicle to last. The City mechanic believes that this apparatus will be very costly to keep much longer.

Expenditures	2023	2024	2025	2026	2027	Total
Equipment	225,000					225,000
Total	225,000					225,000

Funding Sources	2023	2024	2025	2026	2027	Total
Capital Replacement Fund (431)	112,500					112,500
Rural Fire Association	112,500					112,500
Total	225,000					225,000



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: October 24, 2023
SUBJECT: Resolution 2023-204 Declare Fire Portable Radios as Surplus and Donate to Mutual Aid Partners

Background:

In December of 2012, emergency responders across the State of Minnesota purchased radio equipment to operate on the Allied Radio Matrix for Emergency Response (ARMER) system. This type of equipment is typically in service for about 10 years. We have replaced most of our radios and have a plan to replace the remaining radios soon.

We have saved all of the old portable radios as they are still in working order. However, they are no longer supported by Motorola. We reached out to our mutual aid partners to see if anyone had a need for more radios and we heard back from Kilkenny and Medford. Both fire departments said that they could utilize six of our radios.

Recommendation:

Approve Resolution 2023-204 Declare Fire Portable Radios as Surplus and Donate to Mutual Aid Partners

Attachments:

1. Resolution 2023-204 Declare Fire Portable Radios as Surplus and Donate to Mutual Aid Partners
2. Donation Form - ARMER Radios

CITY OF FARIBAULT

RESOLUTION #2023-204

DECLARE FIRE PORTABLE RADIOS AS SURPLUS AND DONATE TO MUTUAL AID PARTNERS

WHEREAS, the City of Faribault has items needed to operate each City Department; and

WHEREAS, when items are out dated or need replacement they must be disposed of in accordance with State Law; and

WHEREAS, any revenue generated from the sale of items will be deposited into the City of Faribault General Fund; and

WHEREAS, the Faribault Fire Department reached out to our mutual aid partners to offer surplus portable radios; and

WHEREAS, the Medford Fire Department and the Kilkenny Fire Department both have a need for more radios.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council declares decommissioned fire department portable radios as surplus, and authorizes the donation of 6 radios to the Medford Fire Department and 6 radios to the Kilkenny Fire Department.

Date Adopted: October 24, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT
ASSET RETIREMENT/TRANSFER FORM

ASSET DESCRIPTION:

ARMER Radio's (portable)

BARCODE NUMBER:

SERIAL NUMBER:

DEPARTMENT: Five

LOCATION/ROOM NUMBER:

DATE OF CHANGE: 10/9/23

TYPE OF CHANGE:

SOLD: \$

Attach copy of receipt and Barcode label

TRANSFERRED TO: Department Name

LOCATION/ROOM NUMBER:

TRADE IN: \$

New Item Acquired

DESTROYED: \$

Attach copy of receipt and Barcode label

Explanation of disposition

Donated to Medford Fire (6) & Killeen Fire (6)

DEPARTMENT DIRECTOR SIGNATURE:

Just Dist

FOR FINANCE OFFICER ONLY

ENTERED INTO CAPITAL ASSET SYSTEM

YES

NO

DATE

NOTES

INITIALS



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: October 24, 2023
SUBJECT: Approve Listing Agreement for Sale of City-Owned Parcel

Background:

Resolution 2023-066, adopted by the City Council on March 28, 2023, declared the following parcel as surplus property, and directed City staff to negotiate the sale and/or transfer of the property:

PID 18.19.1.76.002 - Lot 1, Block 2, CANNON RIVER VIEW

Staff is recommending the use of a real estate broker to list the property for sale. A listing agreement was submitted by MDC Real Estate to provide these services.

Recommendation:

Approve Listing Agreement with MDC Real Estate

Attachments:

1. Listing Agreement - MDC Real Estate
2. 2023-066 - Declare Various City-Owned Parcels as Surplus Property



October 11, 2023

Timothy Murray
City Administrator
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

RE: Listing Agreement
Industrial Land
XXXX East View Drive
Faribault, MN 55021

Dear Tim:

Thank you for your interest in listing the bare land that is owned by the City of Faribault. MDC Real Estate Services is a full-service real estate brokerage firm which is located in Faribault. As you well know we specialize in commercial and industrial properties in the Faribault area.

We have viewed the property listed above and have researched sales and listing prices in the area. Given the data and our experience, we feel the property falls within a range of \$1.75 to \$2.00 per square foot. Given the appeal of the property with a good location, excellent access, new street and utility improvements, we propose to list the property at the upper end of the value range. Given the size of the parcel at 169,056 square feet at \$2.00, the result would be \$338,112 or rounded to \$338,000.

We would propose a one year listing agreement at a 6% commission rate. We would also ask you agree to dual agency agreement, which would allow for MDC Real Estate to represent both the Seller and any proposed buyer. If you have any questions, please let me know. I have attached the proposed listing agreement.

Sincerely,

John R. Jasinski
Vice President/Broker



MDC
REAL ESTATE

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

This form approved by the Minnesota Association of REALTORS®
and the Minnesota Commercial Association of REALTORS®, which
disclaims any liability arising out of use or misuse of this form.
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1. Date October 12th, 2023

2. Page 1

3. **DEFINITIONS:** IN CONSIDERATION OF the Contract of MDC Real Estate Services, LLC

(Real Estate Company Name)

4. ("Broker") to undertake to ☒ **SELL** ☐ **LEASE** (if only **SELL** is checked, all references to Lessor, tenant, or lease do not apply;
----(Check all that apply.)----

5. if only **LEASE** is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,

6. City of Faribault 3.88 acres of industrial land (Parcel# 18.19.1.76.002)

(e.g., trust, power of attorney, conservator, etc.)

7. ("Seller and/or Lessor") grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at

8. XXXX East View Drive

9. City of Faribault, County of Rice, State of

10. Minnesota, Zip Code 55021, and legally described as Lot 1, Block 2 of Cannon River View

11. _____ ("Property")

12. for the period from the date of this Contract through and including October 31st 2024, for the sum

13. of 338,000.00 Three Hundred Thirty-Eight Thousand upon the following terms

14. _____

15. _____

16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.

17. This Contract terminates upon successful closing and/or Lease of the Property(ies) specified in this Contract or
18. expiration or cancellation of this Contract, whichever occurs first.

19. This Contract may only be canceled by written mutual agreement of the parties.

20. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may
21. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.

22. **MLS DATA FEED OPTIONS:**

23. **EXPLANATIONS AND DEFINITIONS:**

24. "**IDX site**" means a web site operated by a broker participating in the MLS on which the broker can advertise the
25. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

27. "**Virtual office web site**" ("**VOW**") means a web site operated by a broker participating in the MLS that delivers
28. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
29. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
30. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the
31. broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW
32. policy. The MLS imposes various other rules and restrictions on VOWs.

33. For each of the following options, the MLS system automatically defaults to "Yes." Seller's and/or Lessor's instructions
34. pertaining to the Internet display of the MLS input data for the Property are as follows:

35. **Option 1. Listing display on the Internet.** If Seller and/or Lessor selects "No," this listing will not be included in MLS
36. data feeds to Internet web sites that display property listing data, whether intended for advertising the
37. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose
38. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

39. Shall the Property listing be displayed on the Internet, including sold information? ☒ Yes ☐ No

40. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected "No" for
41. Option 1, consumers who conduct searches for listings on the Internet will not see information about the
42. Property in response to their searches.

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

43. Page 2

44. Property located at XXXX East View Drive Faribault MN 55021

45. **If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.**

46. **Option 2. Listing address (Property and unit numbers and street name) display on the Internet.** If Seller and/
47. or Lessor selects "No," the address of the Property will be hidden on web sites receiving data feeds from
48. MLS that result in Internet listing display, whether intended for advertising the Property or providing online
49. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/
50. clients via other means, including e-mail, fax, mail, hand delivery, and orally.

51. Shall the listing address (Property and unit numbers and street name) be displayed
52. on the Internet?

☒ Yes ☐ No

53. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
54. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
55. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
56. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
57. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
58. factors in valuing a property. Seller and/or Lessor, by selecting "No," may prohibit display of an automated
59. valuation of his or her listing adjacent to the listing.

60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing?

☐ Yes ☒ No

62. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
63. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
64. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
65. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing
66. on his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
67. the listing's value, etc.

68. Shall comments or reviews of the Property by persons other than the displaying
69. broker be displayed with or attached as a link to the listing data of the Property?

☐ Yes ☒ No

70. **SELLER'S AND/OR LESSOR'S OBLIGATION:** It is agreed that Seller and/or Lessor shall promptly furnish Broker
71. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/
72. or Lessor regarding the sale, exchange, or lease of the Property.

73. If the Property is sold, Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract
74. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state
75. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the
76. buyer and any further documents as may be required to consummate the sale in accordance with the terms above
77. designated or with the terms to which Seller may hereafter consent.

78. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter
79. received during the term of this Contract.

80. It is further agreed that Seller and/or Lessor shall permit Broker to erect a "For Sale" and/or "For Lease" sign on the
81. Property and to remove all other "For Sale" and/or "For Lease" signs from the Property during the period of this
82. Contract. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property
83. Exchange ("MCPE") or other type of multiple listing service forum ("MLS") and the Internet concerning the Property.
84. Upon final acceptance of a purchase and/or lease agreement, Seller and/or Lessor allows Broker to withdraw the
85. Property from the market. Broker may notify the MCPE or MLS and member REALTORS® of the price and terms of
86. the sale and/or lease.

87. Seller and/or Lessor has the full legal right to sell and/or lease the Property.

88. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received
89. any notice of building, health, or fire code violations, nor vacant building registration notification, nor notice of hazardous
90. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state
91. "none"):

92. **None.**

93.

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

94. Page 3

95. Property located at XXXX East View Drive Faribault MN 55021

96. **Access to the Property:** To facilitate the showing and sale and/or lease of the Property, Seller and/or Lessor authorizes
97. Broker to:

98. ☒ access the Property;

99. ☒ authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals
100. to access the Property at reasonable times and upon reasonable notice; and

101. ☐ duplicate keys to facilitate convenient and efficient showings of the Property.

102. Authorizing access means giving Broker permission to:

103. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;

104. 2. disclose any security codes necessary to enter the Property; and

105. 3. lend a key to enter the Property, directly or through a lockbox.

106. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is
107. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and
108. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property
109. showing.

110. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may
111. record the Property by photograph, video, or other medium while accessing the Property.

112. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits
113. the interception of oral communications without the consent of at least one of the two parties to the communication.
114. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor
115. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.

116. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but
117. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor
118. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through
119. multiple tiers), reproduce, distribute, display, perform, and create derivative works of the Seller and/or Lessor Content.
120. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor
121. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual
122. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.

123. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL**
124. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

125. **BROKER'S COMPENSATION:** (Fill in all blanks.)

126. **COMPENSATION FOR SALE:** (To be completed only if Property is being offered for sale.) Seller shall pay Broker

127. a retainer fee of \$ _____ when Seller signs this Contract. Broker shall keep this fee even if

128. Seller does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of:

129. (Check any that apply.)

130. ☒ 6 percent (%) of the price for which the Property is sold or exchanged;

131. ☐ \$ _____ ;

132. ☐ \$ _____ per square foot;

133. ☐ OTHER: _____

134. _____

135. _____ ;

136. upon the occurrence of any of the following conditions, identified in lines 153-201.

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

137. Page 4

138. Property located at XXXX East View Drive Faribault MN 55021

139. **COMPENSATION FOR LEASE:** *(To be completed only if Property is being offered for lease.)* Lessor shall pay Broker a
140. retainer fee of \$ _____ when Lessor signs this Contract. Broker shall keep this fee even
141. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of:
142. *(Check any that apply.)*
143. ☐ _____ percent (%) of the total gross obligation of the lease price;
144. ☐ _____ percent (%) of the total net obligation of the lease price;
145. ☐ \$ _____ ;
146. ☐ \$ _____ per useable square foot;
147. ☐ \$ _____ per rentable square foot;
148. ☐ OTHER: _____
149. _____
150. _____ ;
151. upon the occurrence of any of the following conditions, identified in lines 153-201 and paid in the following manner:
152. _____ percent (%) upon lease execution and _____ percent (%) upon lease occupancy.

153. COMPENSATION CONDITIONS:

154. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period
155. of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other
156. agent or broker not a party to this Contract, in accordance with the price, terms, or exchange as set forth here
157. or as otherwise consented to by Seller and/or Lessor;
158. 2. A buyer and/or tenant is procured, whether by Broker, Seller and/or Lessor or anyone else, who is ready, willing
159. and able to purchase and/or lease the Property at the price and terms set forth above and Seller and/or Lessor
160. refuses to sell and/or lease;
161. 3. A Seller and/or Lessor agrees to sell and/or lease the Property before the expiration of this Contract, and Seller
162. refuses to close the sale and/or Lessor refuses to commence the lease in accordance with the terms of the
163. executed lease agreement;
164. 4. A Seller and/or Lessor removes the Property from the market before expiration of this Listing Contract;
165. 5. If Seller and/or Lessor grants an option to purchase and/or lease the Property, Seller and/or Lessor shall compensate
166. Broker, as provided here, based on the price paid for the option and for any extensions of the option. This compensation
167. shall be paid upon receipt by Seller and/or Lessor of any such payments. In the event such option is exercised,
168. whether during the term of this Contract, or within ²_____ months after, Seller and/or Lessor shall also compensate
169. Broker on the gross sale and/or lease price of the Property in accordance with the provisions here.
170. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension of the option
171. is applied to the sale and/or lease price of the Property, then any compensation previously paid by Seller and/or
172. Lessor to Broker on account of such option payments shall be credited against the compensation payable to
173. Broker on account of the exercise of the option;
174. 6. During the term of this Listing Contract or within ¹⁸⁰_____ days *(not to exceed six (6) months, except for the*
175. *purchase or sale of a business in which case it cannot exceed two (2) years)* after the expiration of this Listing Contract:
176. (a) the Property is acquired by a public authority;
177. (b) an agreement to acquire the Property is reached with a public authority; or
178. (c) a public authority institutes eminent domain/condemnation proceedings to acquire the Property;
179. 7. Seller and/or Lessor contributes or conveys the Property or any interest therein to a partnership, joint venture or
180. other business entity during the term of this Contract in lieu of a sale and/or lease of the Property during the term
181. of this Contract;

MNC:LC:E-4 (8/20)

COMMERCIAL LISTING CONTRACT:
EXCLUSIVE

182. Page 5

183. Property located at XXXX East View Drive Faribault MN 55021
184. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business
185. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease
186. of the Property during the term of this Contract; or
187. 9. If within 180 days (not to exceed six (6) months, except for the purchase or sale of a business in which case
188. it cannot exceed two (2) years) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees
189. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by
190. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown
191. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a
192. compensation under this subparagraph nine (9) unless the name and address of the prospect is on a written list
193. given to Seller and/or Lessor within 72 hours after expiration of this Listing Contract.
194. **IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL AND/OR**
195. **LEASE YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE**
196. **FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK**
197. **COMPETENT ADVICE.**
198. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease
199. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts
200. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided here
201. to Broker at the time of closing.
202. **COMPENSATION DISCLOSURE:** Broker ☒ **SHALL** ☐ **SHALL NOT** offer compensation to cooperating brokers.
(Check one.)
203. If **SHALL**, the compensation to cooperating brokers shall be as follows:
204. ☒ 2.5 % of the gross sales and/or lease price or \$ _____, whichever is greater, to
205. cooperating brokers representing buyer and/or tenant.
206. ☐ _____ % of the gross sales and/or lease price or \$ _____, whichever is greater, to
207. cooperating brokers assisting buyer and/or tenant.
208. ☐ Other: _____
209. _____
210. **FORFEITURE OF EARNEST MONEY:** If a buyer of the Property defaults and as a result forfeits the earnest money,
211. Seller shall receive 50 percent (%) and Broker shall receive 50 percent (%) of the earnest money.
212. **CLOSING SERVICES:**
213. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER OR REAL ESTATE
214. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT
215. EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF
216. THE CLOSING ITSELF.
217. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
218. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may
219. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs
220. which may effectively reduce the proceeds from the sale.
221. Seller's choice for closing services: (Check one.)
222. ☐ Seller directs Broker to arrange for a qualified closing agent to conduct the closing.
223. ☒ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
224. _____
(Seller's Initials) (Seller's Initials)

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

225. Page 6

226. Property located at XXXX East View Drive Faribault MN 55021

227. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
228. effectively increase the cash outlay at closing.

229. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
230. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
231. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable
232. exceptions from FIRPTA withholding.

233. Seller represents and warrants that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a non-resident alien individual,
----- (Check one.) -----
234. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

235. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
236. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
237. **or whether the withholding requirements of FIRPTA apply.**

238. AGENCY REPRESENTATION:

239. ☒ Seller and/or Lessor will agree to a dual agency representation and will consider offers made by buyers and/or
240. tenants represented by Broker.

241. ☐ Seller and/or Lessor will not agree to a dual agency representation and will not consider offers by buyers and/
242. or tenants represented by Broker.

243. Real Estate Company Name: MDC Real Estate Services, LLC

244. By: _____
(Licensee)

245. Seller and/or Lessor: _____ Date: _____

246. Seller and/or Lessor: _____ Date: _____

247. **OTHER POTENTIAL SELLERS AND/OR LESSORS:** Seller and/or Lessor understands that Broker may list other
248. properties during the term of this Contract. Seller and/or Lessor consents to Broker representing such other potential
249. sellers and/or lessors before, during, and after the expiration of this Contract.

250. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller and/or Lessor, may have had a
251. previous agency relationship with a buyer and/or tenant of Seller's and/or Lessor's Property. Seller and/or Lessor
252. acknowledges that Broker, or licensee representing Seller and/or Lessor, is legally required to keep information
253. regarding the ultimate price and terms the buyer and/or tenant would accept and the motivation for buying and/or
254. leasing confidential, if known.

255. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
256. the successful closing and/or lease of the Property(ies) specified in this Contract or expiration or cancellation of this
257. Contract, whichever occurs first.

258. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller and/or Lessor provides to Broker. Seller
259. and/or Lessor agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage,
260. or loss arising from any misrepresentation, misstatement, omission of fact, or breach of a promise by Seller and/or
261. Lessor. Seller and/or Lessor agrees to indemnify and hold harmless Broker from any and all claims or liability related
262. to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property.
263. Indemnification by Seller and/or Lessor shall not apply if the damage, loss, or injury is the result of the gross negligence
264. or willful misconduct of the Broker.

MNC:LC:E-6 (8/20)

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

265. Page 7

266. Property located at XXXX East View Drive Faribault MN 55021.

267. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller and/or Lessor has not received notices from any
268. municipality, government agency, or unit owners' association about the Property that Seller and/or Lessor has not
269. informed Broker about in writing. Seller and/or Lessor agrees to promptly inform Broker, in writing, of any notices of
270. such type that Seller and/or Lessor receives during the term of this Contract.

271. This shall serve as Seller's and/or Lessor's written notice granting Broker permission to obtain mortgage information
272. (e.g., mortgage balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the
273. Property. A copy of this document shall be as valid as the original.

274. **MISCELLANEOUS:** This Contract is binding upon the heirs, successors, and assigns of the parties.

275. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this
276. Contract.

277. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written
278. agreements between the parties relative to the provisions herein. No amendment, modification, or extension of this
279. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.

280. This Contract shall be governed by the laws of the State of Minnesota.

281. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the
282. entire agreement between Seller and/or Lessor and Broker. Any other written or oral communication between Seller
283. and/or Lessor and Broker, including, but not limited to, e-mails, text messages, or other electronic communications
284. are not part of this Contract. This Contract can be modified or canceled only in writing signed by Seller and/or Lessor
285. and Broker or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
286. Contract.

287. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
288. this transaction constitute valid, binding signatures.

289. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller
290. and/or Lessor by mail, phone, fax, e-mail, text message or other means of communication during the term of this
291. Contract and anytime thereafter.

292. **OTHER:** _____
293. _____
294. _____
295. _____
296. _____
297. _____
298. _____
299. _____
300. _____
301. _____
302. _____
303. _____
304. _____

COMMERCIAL LISTING CONTRACT:
EXCLUSIVE

305. Page 8

306. Property located at XXXX East View Drive Faribault MN 55021

307. **BROKER**

308. **ACCEPTED BY:** MDC Real Estate Services, LLC
(Real Estate Company Name)

309. By: [Signature]
(Licensee's Signature)

310. John R. Jasinski
(Licensee's Printed Name)

311. 10/12/2023
(Date)

312. 15760 Acorn Trail
(Address)

313. Faribault MN 55021
(City/State/Zip)

314. 507 333-1152
(Phone)

315. john.jasinski@mdcrealestate.com
(E-Mail Address)

316.

317.

318.

319.

320.

321.

322.

323.

324.

325.

326.

327. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.**
328. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MNC:LC:E-8 (8/20)

SELLER AND/OR LESSOR

ACCEPTED BY: City of Faribault
(Business Entity or Individual Name)

By: _____
(Seller's and/or Lessor's Signature)

Kevin F. Voracek Timothy C. Murray
(Seller's and/or Lessor's Printed Name)

Its: Mayor City Administrator
(Title)

(Date)

208 First Avenue NW
(Address)

Faribault MN 55021
(City/State/Zip)

507 333-0355
(Phone)

tmurray@ci.faribault.mn.us
(E-Mail Address)

SELLER AND/OR LESSOR

ACCEPTED BY: _____
(Business Entity or Individual Name)

By: _____
(Seller's and/or Lessor's Signature)

(Seller's and/or Lessor's Printed Name)

Its: _____
(Title)

(Date)

(Address)

(City/State/Zip)

(Phone)

(E-Mail Address)

CITY OF FARIBAULT

RESOLUTION #2023-066

DECLARE VARIOUS CITY-OWNED PARCELS AS SURPLUS PROPERTY

WHEREAS, the City acquired the properties identified as PID 18.31.1.26.511 and 18.31.1.51.001 in 2019 as part of City-led redevelopment efforts in the area, and;

WHEREAS, the City acquired two parcels in 2022 that were platted as Lot 1, Block 2 and Lot 1, Block 3 of CANNON RIVER VIEW subdivision, and;

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

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council declares the parcels and any related site improvements located on the following locations as surplus property that are no longer needed and are to be disposed of in accordance with State Law:

PID 18.31.1.26.511 – 21 1st Street NW

PID 18.31.1.51.001 – Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION

PID 18.19.1.76.002 – Lot 1, Block 2, CANNON RIVER VIEW

PID 18.19.1.76.003 – Lot 1, Block 3, CANNON RIVER VIEW

ALSO, BE IT RESOLVED, that any revenues generated from the sale of any of the surplus property shall be deposited into the Facility Improvement Fund (Fund 437) of the City of Faribault.

ALSO, BE IT RESOLVED, that City staff are hereby directed to negotiate the sale and/or transfer of the parcels for later City Council approval.

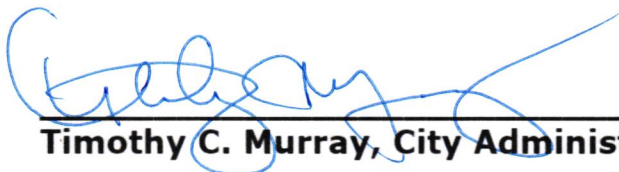
Date Adopted: March 28, 2023

Faribault City Council



Kevin F. Voracek, Mayor

ATTEST:



Timothy C. Murray, City Administrator

4.I



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: October 24, 2023
SUBJECT: Approve Mediated Settlement Agreement and Release

Background:

The City Administrator and Public Works Director represented the City at mediation on October 6, 2023 regarding the litigation between Rice Lake Construction Group and the City on the Water Treatment Plant project. A proposed settlement was reached on the matter, as reflected in the attached Mediated Settlement Agreement and Release.

This litigation was reviewed with the City Council at closed session meetings on September 26, 2023 (at which time the Council authorized the City Administrator and Public Works Director to represent the City at the upcoming mediation) and again on October 17, 2023 (at which time the Council indicated they were agreeable to the terms of the proposed settlement agreement negotiated at the mediation and directed that it be brought to the next Council meeting for their approval).

Recommendation:

Approve Mediated Settlement Agreement and Release

Attachments:

1. Mediated Settlement Agreement and Release

MEDIATED SETTLEMENT AGREEMENT AND RELEASE

THIS MEDIATED SETTLEMENT AGREEMENT AND RELEASE is fully effective upon approval of the City Council for the City of Faribault, Minnesota, and is entered into by Rice Lake Construction Group, on behalf of themselves and their personal representatives, successors, assigns and subrogees (hereinafter sometimes referred to as “RLC”), and City of Faribault, Minnesota (hereinafter sometimes referred to as “the City”). The City and RLC shall sometimes be referred to collectively as the “Parties.”

RECITALS

A. Whereas the City contracted with RLC to construct improvements to the City of Faribault’s water treatment plant and related facilities, including work on phases I, II and III, as set forth in the plans, specifications and related contract documents prepared by the City’s consulting Engineer, Short Elliott Hendrickson, Inc. (SEH).

B. Whereas RLC substantially completed the Projects in 2021, and submitted its final payment application which was reviewed and approved by SEH.

C. Whereas, during RLC’s work on the project, on April 12, 2021, the City discovered a leak from a separated pipe (the “Incident”) at the building designated as Wellhouse # 5

D. Whereas, as a result of the Incident the City demolished the existing Wellhouse #5 and reconstructed a new Wellhouse in its place.

E. Whereas the City withheld final payment to RLC and contended that RLC was liable for costs incurred by the City to respond to the Incident, including but not limited to the cost of a new Wellhouse.

F. Whereas RLC commenced a lawsuit against the City to recover amounts claimed as due for its work on the Project, including amounts sought for the remaining contract balance, interest and attorneys fees. The City denied liability to RLC and asserted a counterclaim to recover damages incurred as a result of the Incident. These claims are currently pending in Rice County District Court in the matter of *Rice Lake Construction Group v. City of Faribault, Minnesota*, Rice County Court File No. 66-CV-22-2417 (the “Action”).

G. Whereas RLC and the City now desire to settle all claims which have been asserted or which could have been asserted in the Action with regard to the Project and Contract as more fully set forth below:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. **RELEASE OF CLAIM.**

A. In consideration of the sums or consideration described in Paragraph 2 below, the sufficiency of which is hereby acknowledged, RLC and the City hereby unconditionally mutually release and forever discharge each other, and their respective subcontractors, suppliers, insurers, successors, parents, affiliates, assigns, agents, employees, dealers and distributors, heirs, successors and assigns, and the officers, directors and assigns of each from any and all claims that were made, or could have been made in the Action of whatever kind or nature that is in any way connected with the Incident or with RLC’s claims for payment for its work on the Project and further agree to release each other from any outstanding claims for additional payments, additional services or offsets that exist between the Parties that were made or could have been made in the Action (the “Released Claims”).

B. RLC and the City understand and expressly agree that this Release includes all unknown damages and consequences on account of or because of any claims asserted or that

could have been asserted in the Action arising from the Incident, regardless of whether such damages or consequences occur in the future.

2. CONSIDERATION.

A. Consideration for the City.- The City agrees that it shall accept a payment from RLC in the amount set forth in Exhibit A (the "Settlement Amount") in full settlement and satisfaction of its Claims and as consideration for the Released Claims set forth in Paragraph 1 above and in other terms and conditions of this Agreement.

B. Consideration of RLC. RLC and its insurer, The Hartford, each agrees to accept or pay the consideration described in their respective exhibits described below in exchange for the Released Claims as set forth in Paragraph 1 above and the other terms and conditions of this Agreement, which exhibits shall be separately provided to counsel for each respective Party identified with said Exhibits and shall be held by the Mediator in accordance with the terms of paragraph C below.

- Exhibit B – Consideration for RLC
- Exhibit C – Consideration for The Hartford, in its capacity as Insurer for RLC

All payments due per this Agreement shall be due no later than 30 days following approval and execution of this Agreement by the City of Faribault. All payments shall be made as set forth in the Confidential settlement attachments.

C. Confidentiality of Consideration. All Parties hereto acknowledge the sufficiency of the consideration for this Agreement, but further agree that such consideration shall be kept confidential to the extent permitted by law in accordance with the following terms:

- (1) Exhibits A through C shall be separately provided to counsel for the respective party identified with said Exhibits.

- (2) Exhibits A through C shall be held in escrow by the Mediator and shall not be disclosed to any of the other Parties unless and until the Mediator determines, in his sole discretion, that it is necessary to disclose the contents of one or more of said exhibits in order to effectuate and enforce the terms of this Agreement.
- (3) Notwithstanding any language to the contrary, this Agreement and the Settlement Amount accepted or paid by the City shall be made public as required by applicable law upon full execution of this Agreement.

3. **NO ADMISSION OF LIABILITY.**

The Parties recognize and agree that this settlement is the compromise of disputed claims and that the consideration accepted and paid hereunder is not intended nor shall it be construed by anyone to be an admission of liability by or on behalf of any of the Parties, by whom all such liability is expressly denied, said parties intending by this settlement merely to avoid litigation and buy their peace.

4. **LIABILITY OF SETTLING PARTIES EXTINGUISHED.**

It is understood and agreed that the purpose, intent and legal effect of this Mediated Settlement Agreement and Release is to extinguish the entire liability of the City to RLC, and RLC to the City arising out of or connected with the Action and the Released Claims, and to bar forever any recovery by way of subrogation, indemnity, contribution or any other claim against any party by any other party or any third party regarding the Released Claims as set out in Paragraph 1 above. If any Party to this Agreement makes or has made any claim against a third person or insurer who is not a party to this Agreement, which claim is related to or arises out of the Released Claims, then the Party making such claims shall to the fullest extent permitted by

law indemnify, defend and hold harmless the other Party to this Agreement from any claims for contribution, indemnity, subrogation or other reimbursement of such third party.

5. BINDING EFFECT.

The terms of this Agreement shall be binding upon and be enforceable against and shall inure to the benefit of the Parties hereto jointly and severally and the heirs, successors, personal representatives, and assigns of each. The Parties hereto acknowledge that this Agreement was the result of a mediation conducted by Mark J. Heley (the “Mediator”) and that they each received in writing the statutory mediation disclosures including the following:

- the Mediator has no duty to protect their interests or provide the Parties with information about their legal rights;
- signing a mediated settlement agreement may adversely affect the Parties’ legal rights; and
- Parties should consult an attorney before signing a mediated settlement agreement if they are uncertain about their rights.

In entering this Agreement RLC and the City each represent that they have relied upon the advice of their respective attorneys, who are the attorneys of their own choice, concerning the legal consequences of this Agreement; and that the terms of this Agreement are fully understood and voluntarily accepted by RLC and the City.

6. REMARKS.

RLC and the City agree that they shall make no disparaging remarks about each other with regard to the Project, including but not limited to any remarks about the nature or adequacy of any Party’s performance of the work or the materials supplied for the development, design, construction or repair of the Project that are the subject of this Action. All Parties agree to refrain from commencing or reporting claims to any state agency and agree to refrain from advising other

third parties of these claims, the settlement negotiations or amounts or any alleged faulty design or construction practices on the part of RLC except as may otherwise be allowed in this Agreement.

7. COOPERATION AND DISMISSAL OF LAWSUIT

RLC and the City further agree to dismiss the currently pending Action with prejudice and on the merits, with each party bearing any claimed costs, expenses or attorney fees.

8. ENTIRE AGREEMENT.

RLC and the City agree that this document contains the entire agreement between RLC and the City with respect to the Released Claims, and that the terms of this Agreement are contractual and not a mere recital. By their signatures below the undersigned each represent that they have carefully read this document, know and understand the terms and effect hereof, have fully discussed the terms and effect of this document with their attorneys or clients, have authority to enter into this Agreement, and have signed this Agreement as their free and considered act. This Agreement and Release includes separate signature pages.

9. CONDITION OF AGREEMENT.

The City of Faribault City Council (the "Council") shall review and consider approval of this Agreement at its meeting scheduled for October 24, 2023. This Mediated Settlement Agreement and Release is contingent upon its approval by the Council. In the event this Mediated Settlement Agreement and Release is not approved by the Council at the meeting of October 24, 2023, then any agreements set forth herein shall be null and void. .

10. ENFORCEMENT

Releases do not apply to claims regarding enforcement of this Agreement and the prevailing Party in any such dispute shall be entitled to recover attorneys' fees and costs incurred to enforce this Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota.

Rice Lake Construction Group
v. City of Faribault
Mediated Settlement Agreement and Release

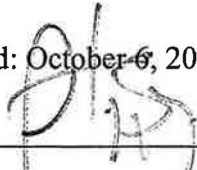
RICE LAKE CONSTRUCTION GROUP

Dated: October 6, 2023

By _____

Its _____

Dated: October 6, 2023

By  _____

Its CITY OF FARIBAULT

By Its Attorneys



Timothy J. Fetterly
Alexandra L. Zabinski
McCollum, Crowley, Moschet,
Miller & Laak, Ltd.
700 Wells Fargo Plaza
7900 Xerxes Avenue So.
Minneapolis, MN 55431

Dated: October 6, 2023

Dated: October 6, 2023



Nathan R. Sellers
Fabyanske, Westra, Hart & Thomson
333 S. 7th Street, Suite 2600
Minneapolis, MN 55402

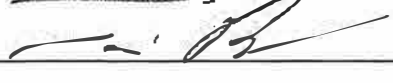
Rice Lake Construction Group
v. City of Faribault
Mediated Settlement Agreement and Release

CITY OF FARIBAULT

Dated: October 6, 2023

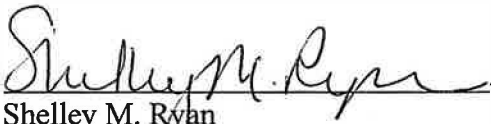
By 
Its CITY ADMINISTRATOR

Dated: October 6, 2023

By 
Its Public Works Director

By Its Attorneys

Dated: October 6, 2023



Shelley M. Ryan
Hoff Barry, P.A.

Dated: October 24, 2023

100 Prairie Center Drive, Suite 200
Eden Prairie, MN 55344

By _____

Its: Mayor

Rice Lake Construction Group
v. City of Faribault
Mediated Settlement Agreement and Release

Exhibit A - Confidential Settlement Attachment— City of Faribault

The City of Faribault shall make a total payment of \$300,000 to Rice Lake Construction Group and Rice Lake Construction Group shall accept such payment as full and final payment of amounts due for the Project as defined in the Mediated Settlement Agreement and Release. Rice Lake Construction Group further agrees to cooperate with the City of Faribault to execute any final change orders or pay applications reasonably required to confirm the final payment amount and facilitate payment as set out herein.

Rice Lake Construction Group, through its insurer The Hartford, agrees to contribute \$130,000 toward the final payment due the City of Faribault in return for its release of claims. Payment by the Hartford shall be made by check payable to the Heley, Duncan & Melander, PLLP Trust Account, for the benefit of the City of Faribault. Mediator will disburse settlement funds upon funds clearing the Heley, Duncan & Melander, PLLP Trust Account.

4.J



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: October 24, 2023
SUBJECT: Accept Professional Services Proposal for
 Miscellaneous Bridge Inspections

Background:

The City has identified 11 bridges, as shown on the attached map, in the City under the City's ownership that are not part of the City's mandatory routine bridge inspection program. These bridges are mostly bridges on the City's trail system and include bridges within Riverbend Nature Center. There are little to no records of any recent bridge inspections or condition analysis for these bridges and City staff feel it is warranted to conduct condition analysis on these bridges to determine their existing structural integrity and to help with identifying maintenance recommendations and long term capital improvement planning. City staff has solicited the attached proposal from Stantec, a private consulting survey and engineering firm, who has previously done some bridge inspection and bridge rehabilitation plans for the City as the City does not have qualified staff on hand for these types of inspections. It is proposed to complete the inspections and issue a conditions report as stated in the attached proposal from Stantec by the end of the 2023 calendar year. Costs for the services will come from the street improvement fund (Fund 401).

Recommendation:

Accept Professional Services Proposal for Miscellaneous Bridge Inspections with Stantec

Attachments:

1. Stantec Proposal for Faribault 2023 Pedestrian Bridge Inspections



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000
Minneapolis MN 55402-2314

October 13, 2023

Project/File: 193885255

Mr. Mark DuChene
City of Faribault
1200 Belview Trail
Faribault, MN 55021

Dear Mark,

Reference: 2023 Pedestrian Bridge Inspections

The City of Faribault is requesting inspection services for 11 pedestrian bridges on the Faribault trail system. The bridge locations are generally illustrated on the attached City Bridges on Trails figure. This letter outlines our proposal for inspection and reporting services.

1.1 BASIC SERVICES

1.1.1 INSPECTIONS

Bridge inspections will be conducted to create a baseline record of the existing condition for each bridge with observations made from the deck and ground levels. Each bridge will be evaluated for deterioration, structural integrity, and safety to the public. For efficiency and safety reasons, we have a Bridge Inspection Team Leader and an Assistant Bridge Inspector perform field inspection duties together.

1.1.2 DOCUMENTATION

Stantec will document the results of the bridge inspection with photographs and detailed notes outlining the existing condition of each bridge. If there are any critical findings or safety hazards, the City will be immediately notified, and measures will be implemented in collaboration with the City as appropriate.

1.1.3 COMMUNICATION

After the inventory/inspection reports have been updated and signed, Stantec will meet with City Staff to discuss the inspection results.

1.2 STANTEC DELIVERABLES

- Field safety inspections
- Bridge inspection reports and maintenance recommendations
- Meet with City staff to discuss inspection results and maintenance recommendations

1.3 COMPENSATION FOR BASIC SERVICES

Payment for Basic Services outlined above; the City will pay Stantec on an hourly basis not to exceed **\$13,750**, including expenses. If something unforeseen occurs or extra work appears necessary due to inspection findings, we will not exceed this fee without written authorization from the City.

1.4 SCHEDULE

Field inspections, bridge reports, and maintenance recommendations will be completed and submitted to the City no later than **December 20th, 2023**.

1.5 SUPPLEMENTAL SERVICES

During the project, needs may arise outside of the scope of Basic Services described above. These needs could include damage assessments, in-depth inspections, load ratings, underwater inspections, or scour analysis. If additional services are requested by the City, Stantec will prepare a fee estimate based on estimated hours and estimated expenses. We will not perform such services without the City's written authorization.

Thank you for considering us to provide inspection services for your trail bridges and contributing to the safety and well-being of your community. If you have any questions regarding this agreement, please give Joe or me a call. We look forward to hearing from you.

Best regards,

STANTEC CONSULTING SERVICES INC.



Michael Leonard P.E.
Bridge Engineer
Phone: 612-712-2080
michael.leonard@stantec.com



Joseph Palen P.E.
Principal
Phone: 507-529-6036
joseph.palen@stantec.com

Attachment: Stantec Standard Terms and Conditions

By signing this proposal, the City of Faribault authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.

Day Month Year

Per: City of Faribault

Tim Murray
Title: Faribault City Administrator

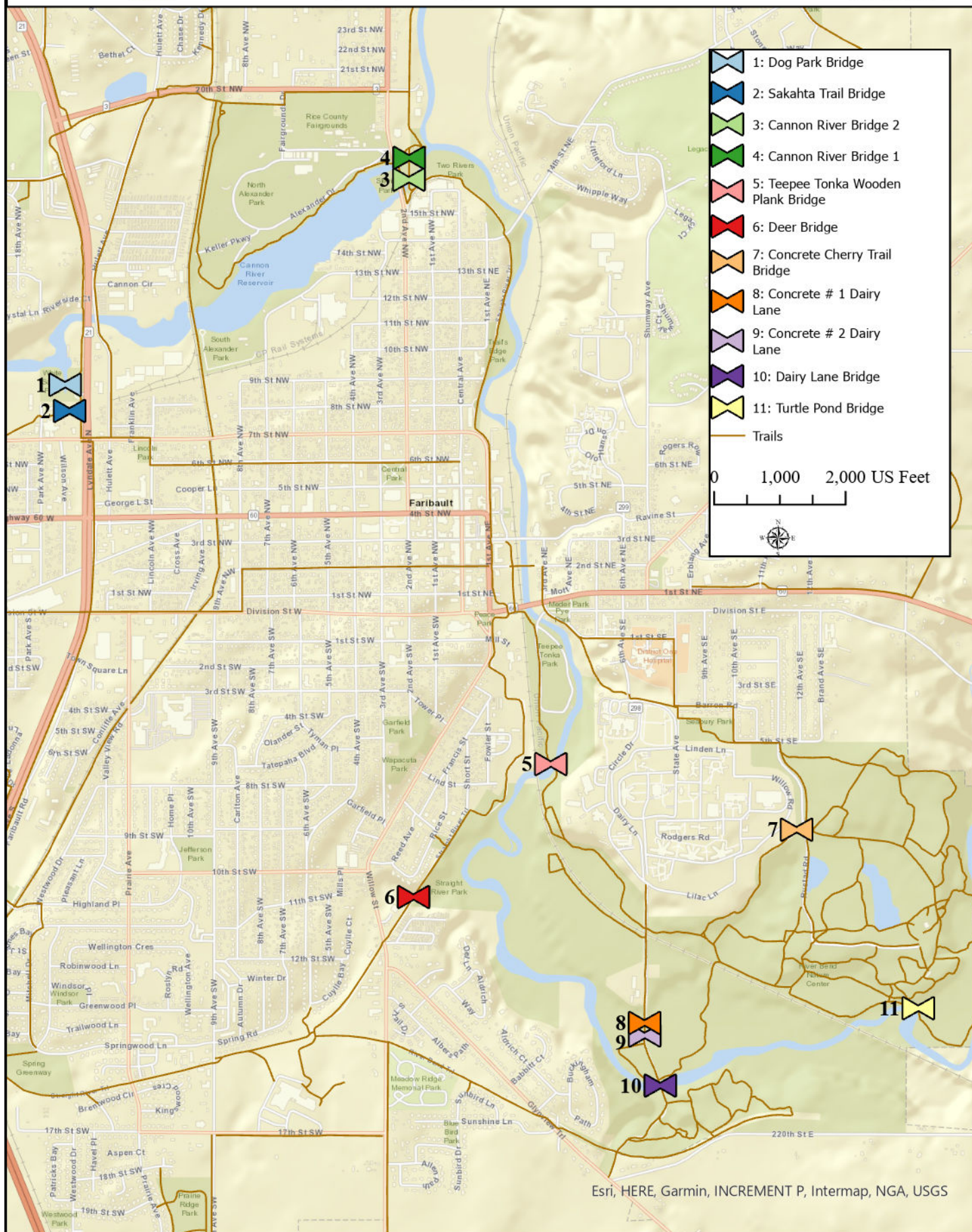
Signature



October 2023

City Bridges on Trails

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data affecting the area shown, and is to be used for reference purposes only. While all geographic data may appear to be very accurate, the spatial data may contain distortions or deliberate inaccuracies (including but not limited to non-spatial-scale inclusions), which may or may not be identified as such. In using the files, two-point registration for the construction of all measurements (distances, bearings, etc.) extracted from this file





The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or



damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: October 24, 2023
SUBJECT: Approve Drainage Facility & Waterway Agreement with Union Pacific Railroad Company

Background:

As part of the improvements related to the Riverchase Regional Stormwater Basin, Contract 2022-14, the City is required to enter into a Drainage Facility and Waterway Agreement with Union Pacific Railroad Company as the improvements require a portion of the outlet control structure, piping and drainage way grading to occur on railroad property. The railroad has submitted the attached agreement for approval and payment of the license fee in the amount of \$26,980.00. This fee will be paid for from the Stormwater Utility Fund (603) account as part of the project costs.

Recommendation:

Approve Drainage Facility & Waterway Agreement with Union Pacific Railroad Company

Attachments:

1. 0789379 City of Faribault - Faribault, Rice, MN



October 17, 2023
Project: 0789379

CITY OF FARIBAULT

RE: Proposed Construction of One Hundred Forty Two Feet (142') Of Thirty Six Inch (36") Storm Drain Encroachment, Approximately Forty Six Thousand Three Hundred Seventy Square Feet (46,370 Sq/ft) Of Drainage Area, And One (1) Outlet Control Structure Only Between Mile Post 299.17 and Mile Post 299.30 on the Albert Lea Subdivision at or near Faribault, Rice County, Minnesota

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of Twenty Six Thousand Nine Hundred Eighty Dollars (**\$26,980.00**) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Project No. 0789379 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at ksjones@up.com.

Sincerely,

A handwritten signature in blue ink that reads "Kris Jones".

Kris Jones
Senior Analyst Real Estate - Contracts

DRAINAGE FACILITY & WATERWAY AGREEMENT

Between Mile Post 299.17 and Mile Post 299.30, Albert Lea Subdivision
Location: Faribault, Rice County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of October 17, 2023, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF FARIBAULT**, to be addressed at 1200 Belview Trail, Faribault, Minnesota 55021 ("Licensee").

RECITALS:

In order to improve drainage conditions the Licensee desires to construct a drainage facility in the vicinity of Licensor's right of way between Mile Post 299.17 and Mile Post 299.30 on the Albert Lea Subdivision, located at or near Faribault, Rice County, Minnesota (hereinafter the "Premises").

The drainage facilities to be constructed by the Licensee, at Licensee's expense, on the Premises are hereinafter collectively referred to as the "Drainage Facility". The Drainage Facility and Premises are shown on the print dated September 5, 2023, marked Exhibit "A", hereto attached.

The Railroad is agreeable to the Licensee constructing, maintaining and using the Drainage Facility upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and use the Drainage Facility.

Article 2. CONSTRUCTION WORK TO BE PERFORMED BY LICENSEE.

The Licensee, at its sole expense, shall construct the Drainage Facility and perform the work described in the Recitals above and/or described in Exhibit "A".

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article 4. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Twenty Six Thousand Nine Hundred Eighty dollars (\$26,980.00).

Article 5. DEFERRED CONSTRUCTION.

The Licensor and Licensee acknowledge that conditions inherent in the Drainage Facility may cause the complete stabilization of Licensor's trackage supported by new cuts or fills to be deferred beyond the construction period, and that Licensor's operation over the roadbed during the seasoning period will impose extraordinary maintenance costs in the event of caving, sliding, slipping, sinking or settling, including damage to rip-rapping or protective work in connection therewith, as well as settlement and consolidation of tracks and ballast, until the seasoning period is complete. Therefore, the Licensee will pay to the Licensor, as a part of the consideration for this Agreement, all that part of the cost and expense of extraordinary maintenance (hereinafter referred to as "Deferred Construction") associated with the Drainage Facility which can be attributed to failure of subgrade, settlement, and consolidation of sub ballast, or roadbed, or any combination thereof, which are incurred during the period commencing immediately following completion of the work on the Drainage Facility by the Licensee or its contractor and ending five years thereafter. The Deferred Construction costs aforesaid shall include reimbursement of the extra cost, in excess of normal maintenance costs, of maintaining embankments and that portion of said tracks above subgrade in accordance with acceptable maintenance standards, and will include cost of maintaining proper alignment, proper surface and use of ballast and other necessary materials.

Article 6. TERM, TERMINATION.

A. This Agreement shall take effect as of the date first herein written and, unless sooner terminated as set forth in Paragraphs (B) and (C) below, shall continue in full force and effect for so long as the Premises and Drainage Facility shall be used by the Licensee for the purposes set forth herein; provided, however, that if the Licensee shall abandon the use of the Drainage Facility and Premises, or any part thereof, for such purposes, this Agreement and the rights and privileges granted to Licensee herein as to the portion(s) so abandoned shall cease and terminate at the time such portions of the Drainage Facility and Premises are abandoned.

B. If the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith and immediately terminate this Agreement by written notice to Licensee.

C. This Agreement may be terminated by either party, with or without cause, upon six (6) months written notice to the other party. In the event of such notice of termination, the parties shall arrange for either the Drainage Facility to be removed, filled in and graded to accommodate the surrounding grade surface, or to encase the Drainage Facility to the standards and satisfaction of the Licensor.

D. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Article 7. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Drainage Facility or Premises (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensors Premises without first executing the Contractor's Right of Entry Agreement.

Article 8. INSURANCE.

A. The Licensee, at its expense, shall obtain the insurance described in Exhibit C, hereto attached.

B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit C shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensors.

C. All insurance correspondence shall be directed to:

Union Pacific Railroad Company
Attn: Real Estate Utilities (Project No. 0789379)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

Article 9. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensors requires Licensee to provide monitoring of tracks and construction observation through Licensors approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

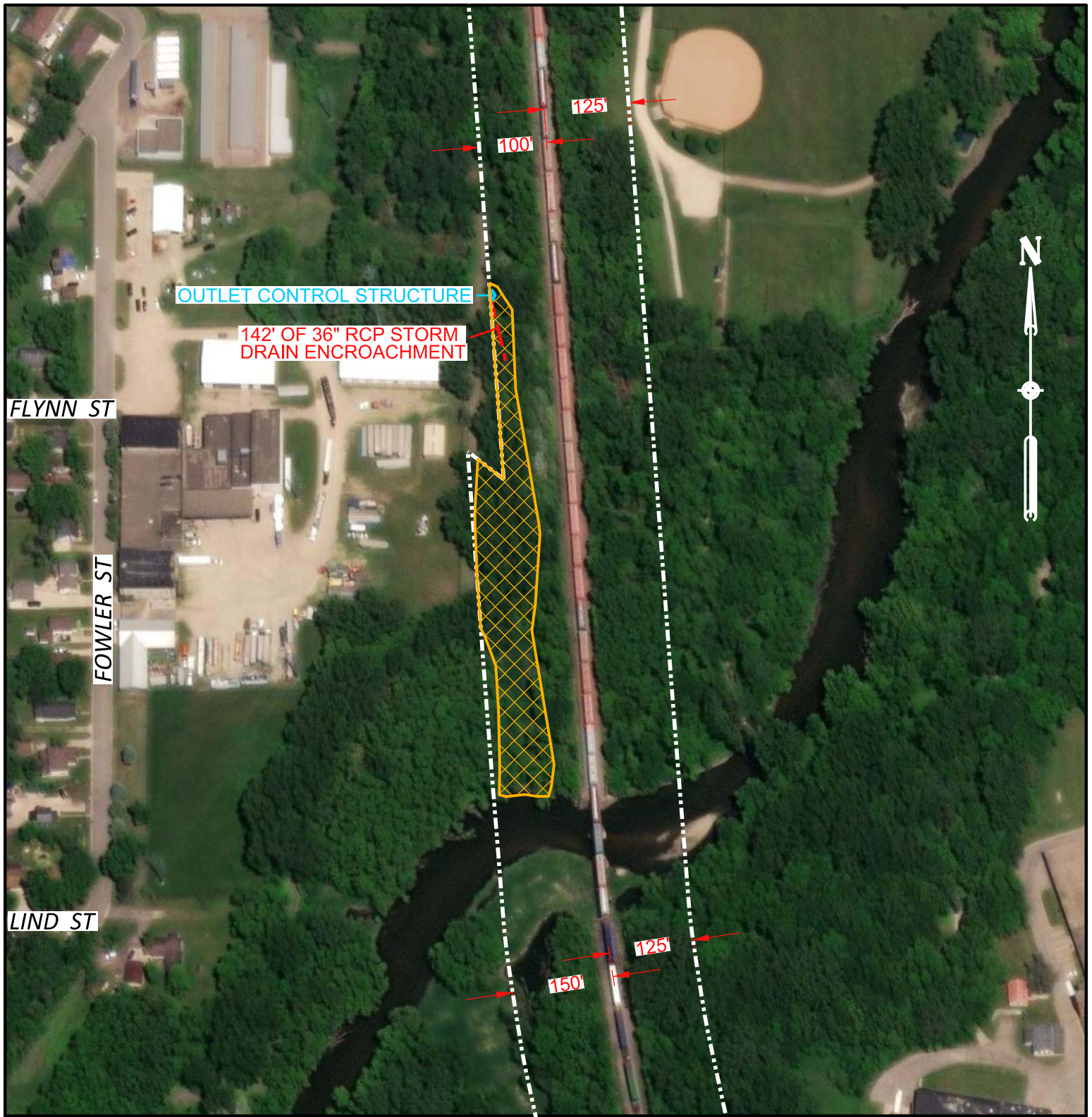
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF FARIBAULT

By: _____
Jim Hild
Director Real Estate - Contracts

By: _____
Title: _____



LEGEND:

- DRAINAGE AREA 
- DRAINAGE AREA = 46,370 SQ. FT. +/-
- PIPELINE ENCROACHMENT 
- UPRRCO. R/W OUTLINED 

CADD
FILENAME 0789379

SCAN
FILENAME X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

FARIBAULT, RICE COUNTY, MINNESOTA

M.P. 299.17 TO 299.30 - ALBERT LEA SUB.

MAP MRPI-CRIP V-503 / 12

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-5-2023

PJB FILE: 0789379

EXHIBIT B

TO DRAINAGE FACILITY & WATERWAY AGREEMENT TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensors to use and maintain its entire property including the right and power of the Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensors without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensors' property, and others) and the right of the Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Licensee shall submit the design of the Drainage Facility to the Licensors for Licensors' prior approval. All work performed on property of the Licensors in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Drainage Facility shall be done to the satisfaction of the Licensors and in substantial conformance to the specifications, notes and cross sections shown on Exhibit A.

B. The Licensee, at its sole expense, shall operate, maintain and use the Drainage Facility in a good and safe condition and shall keep the Drainage Facility free and clear of debris, sediment or obstructive matter which may or could interfere with or impede the proper functioning of the Drainage Facility.

C. The Licensee shall not cross any trackage of Licensors with any vehicles except at existing, open public crossings. The Drainage Facility shall be installed by an approved method of construction, or if by the jacking and boring method, during jacking operations, the Licensee agrees to fill voids created between the embankment and pipe by pressure grouting. The Licensee shall provide adequate barrier protection around the entire excavation area.

D. During the performance of excavating, constructing and maintaining the Drainage Facility, or any part thereof, the Licensee shall not excavate near the toe of the track embankment of the trackbed and will protect the trackbed in the design, construction and maintenance of the Drainage Facility. In the event of any settlement of the Licensors' embankment caused by excavation of the Drainage Facility, the Licensee, at its sole expense, shall restore Licensors' embankment to its proper grade and dimensions.

E. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Drainage Facility where it passes underneath the roadbed and track or tracks of the Licensors, the Licensee shall submit to the Licensors plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required

to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Drainage Facility, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Drainage Facility. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Drainage Facility, including any and all expense which may be incurred by the Licensor in connection therewith for inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF DRAINAGE FACILITY.

A. The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce or encase the Drainage Facility, or move all or any portion of the Drainage Facility to such new location, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Drainage Facility on property of the Licensor in the location hereinbefore described shall, so far as the Drainage Facility remains on the property, apply to the Drainage Facility as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Drainage Facility and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in

business interruption and loss of revenue and profits. Licensee shall complete the required form at up.com/CBUD to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and will commence no work on the right of way until all such protection or relocation has been accomplished.

B. In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Licensor's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property. Licensee shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Drainage Facility, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Drainage Facility, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Drainage Facility or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Drainage Facility, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (b) damage to or loss or destruction of property whatsoever (including Licensee's property and adjacent property and crops, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. To the extent it may lawfully do so, the Licensee agrees to assume the risk of loss or damage to the Drainage Facility and to indemnify and hold harmless the Licensor from any Loss which is due to or arises from (i) the installation, construction, maintenance, repair, reconstruction, removal, use or existence of the Drainage Facility and appurtenances thereto, or any part thereof, including any break in the Drainage Facility wall or structure or any leakage, flow of water or flooding from the Drainage Facility, or (ii) Licensee's failure to comply with or perform any of the terms and conditions set forth in this Agreement, except to the extent that the Loss is caused by the sole and direct negligence of the Licensor; provided, however, that the foregoing indemnification provisions shall not apply to any claims, damages, costs and expenses that have been fully compensated for through the insurance required of Licensee in Exhibit C, or required of Licensee's contractor under the separate Contractor's Right of Entry Agreement.

C. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 11. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 12. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 13. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 12 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT C

Union Pacific Railroad Insurance Requirements

Licensee shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the term of this Agreement the following insurance coverage. Licensee shall procure and maintain, or cause to be procured and maintained by its contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair or reconstruction work.

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's and/or Licensee's contractor's statutory liability under the workers' compensation laws of the state where the Utility/Facility is located.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee, and/or Licensee's contractor, is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Licensor before the work may be commenced and until the original policy is forwarded to Licensor.

E. Umbrella or Excess insurance. If Licensee, and/or Licensee's contractor, utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except business automobile, worker’s compensation and employers liability) must include Licensor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND LICENSOR EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement; or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights against Railroad and its agents, officers, directors and employees, where permitted by law, for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella/excess liability insurance obtained by Licensee required by this Agreement, which must be stated on the certificate of insurance.

I. Prior to commencing any work, Licensee, and/or Licensee's contractor, shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

J. All insurance policies must be written by a reputable insurance company with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Utility is located.

K. The fact that insurance is obtained by Licensee, and/or Licensee's contractor, or by Licensor on behalf of Licensee, and/or Licensee's contractor, will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Project: 0789379

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its right of way, it will be necessary to return an original of the enclosed Contractor Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement.
2. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
3. Please execute on your behalf and return the document via EMAIL.
4. Payment, **with Project No. 0789379 referenced**, to the Union Pacific Railroad Company in the amount of **One Thousand Dollars (\$1,000.00)**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.

Send ACH payments to:

Name: Bank of America, Dallas, TX

Account = 3752021457

Routing = 1110-0001-2

Reference = Project Number **0789379**

Send Check to:

Union Pacific Railroad Company

12567 Collection Center Drive

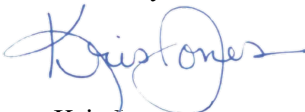
Chicago, IL 60693

Reference = Project Number **0789379**

UP does not currently offer a credit card option.

After approval of the Contractor Right of Entry Agreement, one fully-executed counterpart of the Agreement will be returned to you via email. In no event should you begin work until you have received your counterpart of the fully-executed Agreement.

Sincerely,



Kris Jones

Senior Analyst Real Estate - Contracts

Rev 081806

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and _____, a _____ corporation ("Contractor"), to be addressed at _____.

RECITALS:

The Contractor has been hired by the **CITY OF FARIBAULT** for the construction of one hundred forty two feet (142') of thirty six inch (36") storm drain encroachment, approximately forty six thousand three hundred seventy square feet (46,370 Sq/ft) of drainage area, and one (1) outlet control structure only (the "work"), with all or a portion of such work to be performed on property of Railroad between Mile Post 299.17 and Mile Post 299.30, on the Albert Lea Subdivision at or near Faribault, Rice County, Minnesota pursuant to a Supplemental Agreement between Railroad and CITY OF FARIBAULT with an effective date of October 17, 2023 at such location as shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B, C and D**, attached hereto, are hereby made a part of this Agreement.

Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

www.up.com/real_estate/third-party-flagging/index.htm	James Brenner Manager I Signal Maintenance Phone: 608-387-1179 Email: jrbrenne@up.com
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C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement and continue until October 17, 2024, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Project No. 0789379

Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. CHOICE OF FORUM.

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the States of Nebraska and Minnesota only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR's EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad One Thousand Dollars (\$1,000.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

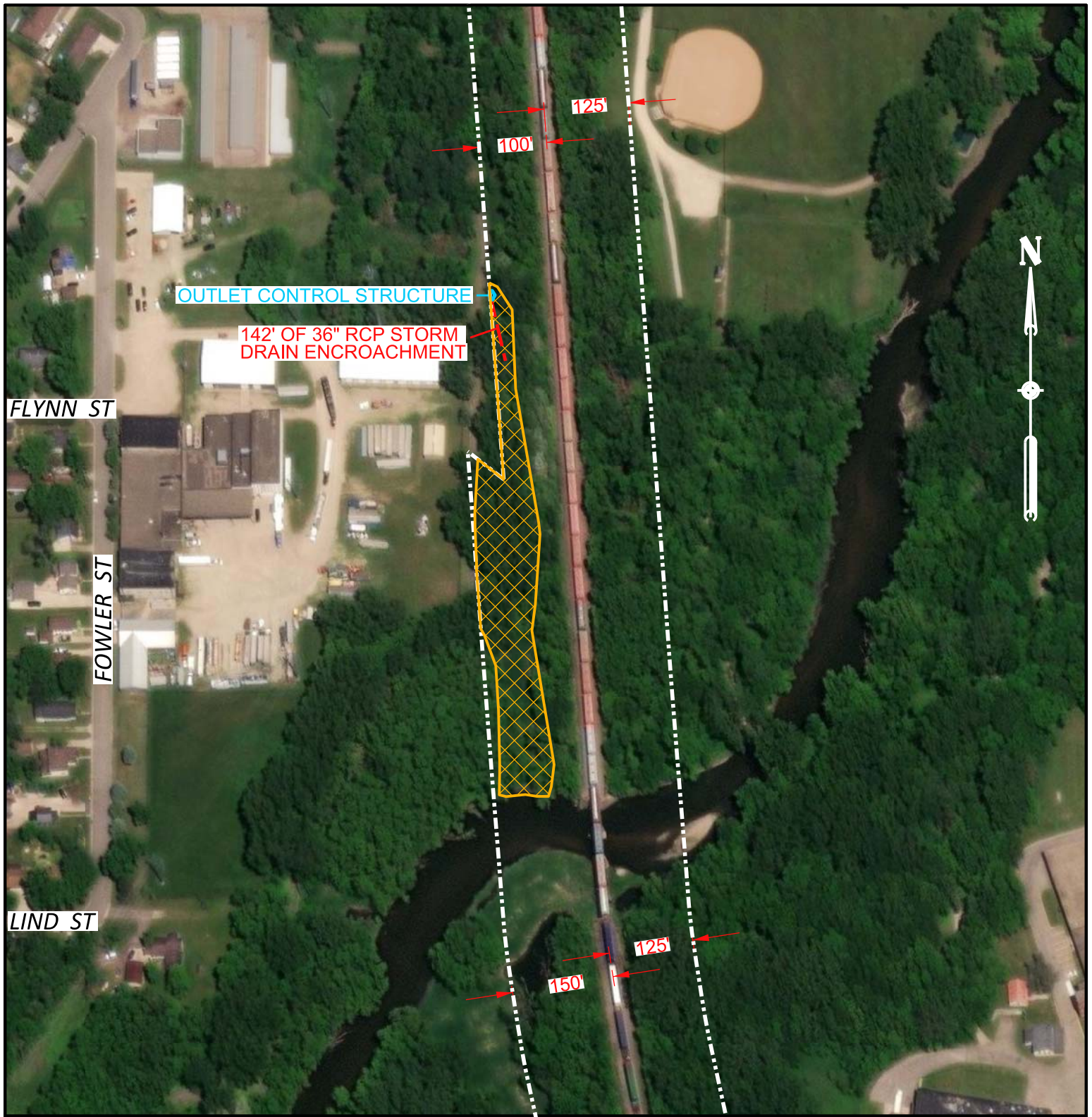
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By _____
Kris Jones
Senior Analyst Real Estate - Contracts

(Contractor Name)

By _____
Name: _____
Title: _____
Telephone: _____
Email: _____

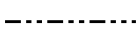


LEGEND:

DRAINAGE AREA..... 

DRAINAGE AREA = 46,370 SQ. FT. +/-

PIPELINE ENCROACHMENT..... 

UPRRCO. R/W OUTLINED..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

FARIBAULT, RICE COUNTY, MINNESOTA

M.P. 299.17 TO 299.30 - ALBERT LEA SUB.

MAP MRPI-CRIP V-503 / 12

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-5-2023

PJB FILE: 0789379

CADD FILENAME	0789379
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SCAN FILENAME	X
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Form Approved, AVP-Law
07/25/06

EXHIBIT B
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to

be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall complete the required form at up.com/CBUD to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make

arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute

the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

EXHIBIT C

Union Pacific Railroad Company Insurance Provisions For Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any “hazardous” material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Contractor’s liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

100 feet of a locomotive or roadway/work equipment

15 feet of power operated tools

150 feet of jet blowers or pile drivers

150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

Familiar and comply with Railroad's rules on lockout/tagout of equipment.

Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.

Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work,

the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

4.L



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: October 24, 2023
SUBJECT: Approve Voter Operations, Technology & Elections Resources (VOTER) Account Agreement with Rice County

Background:

Rice County received \$13,775.75 from the Voting Operations, Technology, & Election Resources (VOTER) Account. The VOTER Account is a dedicated stream of state funding for county and municipal election administration. Funds were approved in 2023 Session Laws, Chapter 62 (Article 1, Section 43 and Article 4, Section 6). \$1.25 million will be allocated to counties according to an established formula. These funds will be allocated by July 20 each year, starting this year, until the law is amended by the legislature.

Upon receipt of funds, each county must segregate the funds in a county election funding account. The money in the account remains in the account until it is spent for any of the authorized purposes.

The funds can be used for any purpose that is directly related to election administration. The enabling legislation included the following categories:

1. equipment
2. hardware or software
3. cybersecurity
4. security-related infrastructure
5. capital improvements to improve access to polling places for individuals with disabilities
6. staff costs for election administrators, election judges, and other election officials
7. printing and publication
8. postage
9. programming
10. local match for state or federal funds
11. any other purpose directly related to election administration

4.L

Rice County requested to keep the full VOTER Account Funding due to the County fully funding election equipment purchases. Rice County is asking that the City Council approve the attached VOTER Account Agreement which allows Rice County to use the funds as listed above.

If the Council wishes to receive the VOTER Account Funding, Staff will be required to follow the annual reporting requirements that will be due to Rice County by December 15 of each year outlining how the funds were disbursed.

Recommendation:

Approve Agreement with Rice County

Attachments:

1. VOTER Agreement
2. Allocation Formula Sheet

**STATE OF MINNESOTA
VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES (VOTER) ACCOUNT
COUNTY – MUNICIPALITY AGREEMENT**

This Agreement (hereinafter “Agreement”) is made between Rice County ("County"),
and City of Faribault (“Municipality”).

Recitals

1. Under Minnesota Laws 2023, Chapter 62, Article 4, section 6, the Voting Operations, Technology, and Election Resources (VOTER) Account was established requiring the Office of the Secretary of State, hereinafter the OSS, to distribute funds to each county as prescribed.
2. Total allocation to County is approximately \$13,775.75 annually.
3. Upon receipt of funds, County and Municipality must agree on a distribution plan for allocating funds from the account which must be used for expenditures directly related to election administration.
4. County is responsible for elections within its county and Municipality operates polling places within its jurisdiction.

Agreement

1. *Effectiveness of Agreement*

- 1.1. ***Effective date.*** The date all required signatures have been affixed to the agreement by County and Municipality, whichever is later.
- 1.2. ***Annual Renewal.*** This agreement shall remain in effect and renew annually until such time that the County or the Municipality notifies the other party in writing of its desire to terminate the Agreement. The termination will be effective December 31 of the year of notice, for the following year’s allocation.
- 1.3. ***Application of terms.*** Municipality agrees to be subject to the obligations applicable to County in the Agreement set forth in said agreement.

2. *Allocation of VOTER Account Funds*

- 2.1. ***Allocation determination.*** The Municipality agrees to receive no direct allocation under this agreement. The Municipality’s default allocation amount as provided by the OSS methodology in the amount of \$1,015.57 will instead be retained by the County for qualifying expenditures of the County and the Municipality as referenced in this Agreement.

3. *Use and Maintenance of VOTER Account Funds*

- 3.1. ***Municipality authorization.*** Municipality agrees to authorize County to expend the allocated amount for authorized purposes on behalf of Municipality.
- 3.2. ***Segregation of funds.*** County must segregate all funds in an election funding account.
- 3.3. ***Maintenance of funds.*** County must maintain the funds in the segregated account until spent for any authorized purposes described in the Agreement.
- 3.4. ***Authorized purposes.*** County may use the funds provided under the Agreement for expenditures directly related to election administration as defined in Minnesota Statutes section 5.305.
- 3.5. ***Reporting requirements.*** County agrees to provide any required information to OSS to meet reporting requirements outlined in statute for all funds expended for each calendar year by December 31 annually.

4. *Authorized Representatives*

County's Authorized Representative is:

Name: Denise Anderson
Title: Property Tax & Elections Director
Address: 320 Third St NW, Faribault, MN 55021
Phone: 507-332-6133
Email: Denise.Anderson@RiceCountyMN.gov

Municipality's Authorized Representative is:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

5. **Signatures and Certification**

County and Municipality certify that the appropriate person(s) have executed the Agreement on behalf of County and Municipality as required by applicable resolutions or ordinances.

COUNTY

By: _____
Signed: _____
Title: _____
Date: _____

MUNICIPALITY

Jurisdiction: _____
By: _____
Signed: _____
Title: _____
Date: _____

ALLOCATION ACCORDING TO THE DEFAULT FORMULA WITH PARTIAL AGREEMENT FOR FUNDING RECEIVED FROM STATE

	COUNTY	NFLD CITY	FARIBAULT	DENNISON	LONSDALE	DUNDAS	MORRISTOWN	NERSTRAND	BRIDGEWATER	CANNON CITY	ERIN	FOREST	MORRISTOWN TWP	NFLD P1 & P2	RICHLAND	SHIELDSVILLE	WALCOTT	WARSAW	WEBSTER	WELLS	WHEATLAND	WHEELING	
VOTER COUNT PER PRECINCT	38,893	11,435	11,469	7	2,759	1,145	564	179	1,329	870	632	975	448	613	245	842	693	943	1,370	1,120	880	375	38,893
PERCENTAGE OF VOTERS		29%	29%	0%	7%	3%	1%	0%	3%	2%	2%	3%	1%	2%	1%	2%	2%	2%	4%	3%	2%	1%	100%
\$13,775.75																							
50% TO COUNTY	\$6,887.88																						
25% to county/city responsible for administering AB, in proportion to share of registered voters in the county	\$1,721.97	\$1,721.97																					
25% to all municipalities/townships in proportion to share of registered voters in the county		\$1,012.56	\$1,015.57	\$0.62	\$244.31	\$101.39	\$49.94	\$15.85	\$117.68	\$77.04	\$55.96	\$86.34	\$39.67	\$54.28	\$21.69	\$74.56	\$61.36	\$83.50	\$121.31	\$99.17	\$77.92	\$33.21	\$3,443.94
TOTAL ALLOCATION	\$8,609.84	\$2,734.53	\$1,015.57	\$0.62	\$244.31	\$101.39	\$49.94	\$15.85	\$117.68	\$77.04	\$55.96	\$86.34	\$39.67	\$54.28	\$21.69	\$74.56	\$61.36	\$83.50	\$121.31	\$99.17	\$77.92	\$33.21	\$13,775.75



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: October 24, 2023
SUBJECT: Approve DDA Human Resources, Inc. Proposal for City Administrator Search

Background:

At the City Council work session, held on October 17, 2023, there was a discussion on proposals from four different firms to begin a search for the next City Administrator. City Council and staff reviewed the proposals, specifications and guarantees of the searches as they were presented.

From the work session, City Council discussed moving forward with DDA Human Resources, Inc. That proposal is attached. Staff recommends approving the DDA, Human Resources, Inc. proposal, and to begin the search for the next City Administrator

Recommendation:

Approve DDA Human Resources, Inc. proposal for the City Administrator search.

Attachments:

1. DDA Human Resources, Inc. Proposal



CITY OF FARIBAULT

City Administrator Search Proposal

Submitted by **DDA Human Resources, Inc.**

October 4, 2023



Prepared by:
Liza Donabauer
Management Consultant

CONTENTS OF THE PROPOSAL

- | | |
|---------------------------|-------------------|
| ■ Description of the Firm | ■ Process Details |
| ■ Approach to the Process | ■ Fees |
| ■ Service Team | ■ Assurance |
| ■ Timeline | ■ References |

DESCRIPTION OF THE FIRM

Proudly based in Minnesota, David Drown Associates (DDA) is a full-service consulting firm with more than 20 years working with local governments providing a full range of fiscal and economic development services, along with compensation and classification services and executive searches, to over 450 government clients throughout Minnesota. Over these years, we have gotten to know local government well, and we have worked hard to keep our services up to date to meet the ever-changing needs of our clients.

In 2013, we expanded our scope to provide human resources services — we started with executive recruitment and organizational studies and more recently added classification and compensation studies. Because of growth in our human resource service area, a new human resource affiliate company was created in 2017. DDA Human Resources Inc. currently employs ten individuals serving cities, counties, and special districts throughout Minnesota. The vast majority of our consultants are recent practitioners having served as Administrators or Human Resource Managers.

We have provided executive search services to over 125 cities and counties throughout Minnesota. Therefore, we understand the current challenges, know hundreds of potential candidates, and have our finger on the pulse of hiring City and County Administrators and Managers anywhere in the state.

We take great pride in providing the best service at a fair and equitable price. We think you will find that our small company is nimble, efficient, and personable. We know and understand local government, and that will always guide our work.

APPROACH TO THE PROCESS

Our approach to this search will be to focus on finding the best fit for the City of Faribault. This is accomplished, first and foremost, by listening to what you are saying, understanding your goals and objectives, and building the search process off that foundation.

After gathering background information, we comprehensively advertise the position and make sure that the posting gets into the hands of prospective candidates. In some cases, those persons are not active job seekers, so we will make every effort to find those folks through direct outreach efforts. After the posting closes, an analysis of candidates will be completed so that, when the semifinalists are presented to the City Council, you will be confident that these people are the best matches from the submitted applications.

After the Council selects the finalists, these candidates will be fully researched, and all necessary hiring information will be available prior to the Council making a decision.

Communication with the City Council is a high priority. In addition to our Consultants Liza Donabauer and Bart Fischer being on site regularly, the City Council will receive weekly email updates, and they will always be available for questions.

SERVICE TEAM

LIZA DONABAUER – CO-PROJECT LEAD

Liza is a Management Consultant and specializes in Executive Search services. Like all DDA HR consultants, she has a background in public administration at both the city and county level, most recently in Kansas and Minnesota. Liza worked in Wright County providing administrative support to the Commissioners, Coordinator, and Human Resources Department. This path led her into city management for Clearwater, Kansas, and Arlington, Minnesota. Throughout the years, her work has centered on human resource management, strong community participation, and leadership development. Liza received her MBA with an emphasis in public administration from the College of St. Scholastica.

Since joining DDA, Liza has conducted over 50 Administrator/Manager, Department and Executive Director searches.

Liza will serve as Co-Lead for this project.

Organizations/Affiliations

- Liza enjoys working with colleagues throughout the state through her involvement in MCMA, a state affiliation of ICMA.
- MCMA Women in the Profession Committee
- MCMA Annual Conference Planning Committee
- MCMA Recognition and Membership Committee
- Secretary, Board of Directors, Minnesota Municipal Power Agency
- Publicity Committee for City Clerks & Municipal Finance Officers Association (KS)



Contact Information:

liza@daviddrown.com

612-920-3320 x111

P.O. Box 534

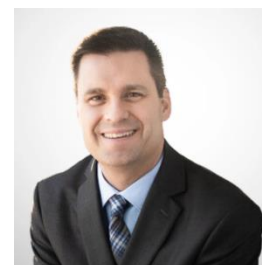
Waconia, MN 55387

BART FISCHER – CO-PROJECT LEAD

Bart joined DDA in 2023 as a Management Consultant that focuses on mentoring, organizational work, strategic planning, and executive search work. He has over 20 years of experience as a public sector leader/manager in local government organizations as well as most recently working as a consultant with public sector clients.

Bart's experience has taken him from being the Assistant City Administrator in Newport and Chaska, Minnesota, to being the City Administrator in Falcon Heights and Oakdale, Minnesota. As a consultant, Bart fostered existing client relationships, supported business development, helped mentor staff, and managed strategic client pursuit and partnerships. He is a strategic leader known for relationship development and connecting people around common themes and goals. He obtained his Master's in Public Administration from Metropolitan State University in St Paul.

Bart will serve as Co-Lead for this project.



Contact Information:

bart@daviddrown.com

612-920-3320

7383 Hyde Ave S

Cottage Grove, MN

GARY WEIERS

Prior to joining DDA in 2013, Gary had over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County and worked as a Social Service Supervisor in Mower County and Sherburne County. Gary received his bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a \$50 million organization with over 350 employees. Gary has worked with local governments ranging in size from a couple thousand residents to communities of over 150,000 persons. In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work. Gary was instrumental in developing programs to assist new county administrators and presently mentors all new County Administrators. Additionally, he helped develop a Human Resource Technical Assistance Program that provides one-to-one consultation and access to a host of pertinent documents and policies to counties throughout Minnesota. Gary has conducted over 95 executive searches and numerous organizational studies.



Contact Information:
gary@daviddrown.com
612-920-3320 x109
1327 Merrywood Court
Faribault, MN 55021

Gary will assist with recruitment and consulting as needed.

PAT MELVIN

Pat joined DDA as a Management Consultant specializing in Executive Search Services. He has a Government and Management Degree from Saint John's University and a Public Administration Studies master's degree from the University of Minnesota – Mankato which he earned while working for the City of Edina.

Pat grew from being the Special Projects Administrator in Wright County to becoming the Administrator in McLeod County and has city experience serving as City Administrator in the Cities of Arlington and Minnetonka Beach. While working in county and city government, Pat has been involved in numerous aspects of local government including policy development, budgeting, human resources (including recruiting), payroll, benefits and workplace investigations, capital improvement plans, contract negotiations, grievance settlements, and managed a group self-insured health insurance plan.



Contact Information:
pat@daviddrown.com
612-920-3320 x116
3620 Northome Ave
Wayzata, MN 55391

Pat will assist with recruitment and consulting as needed.

LIZ FOSTER

Liz is an Assistant Consultant that provides support and assistance within our Human Resources Division. Since joining DDA in 2015, Liz has been involved in numerous executive searches and other HR projects. Some of Liz's duties include community research, creating position profiles, assembling interview materials for our clients, and providing general administrative support to our consultants.

Liz received the Professional Recruiter Certification and the Internet Recruiter Certification through AIRS®



TIMELINE

This timeline is tentative. The final timeline will be set after the City Council's decision to proceed. The dates **highlighted in yellow** indicate required Council participation.

ITEM	TASK	COMPLETION DATE
Decision by City Council to proceed		October 24, 2023
Information gathering	- Gather all pertinent background information - Gather salary information and review job description - Meet with staff, stakeholders, and each member of the City Council - City provides position profile	October 24, 26, or 27, 2023
Approve position profile	City Council approves profile, job description, salary range, and hiring process	October 31, 2023
Candidate recruitment	- Post position - Comprehensively advertise - Email and phone calls to prospective candidates	November 1, 2023- November 29, 2023
Screening of applicants	DDA will review and rank applicants based on job related criteria and select semifinalists	November 30, 2023
Personality Index	DDA will administer a work-related personality index to all semifinalists	December 11, 2023
Video interview	Each semifinalist will complete a video interview	December 11, 2023
Selection of finalists	- City Council selects finalists for interviews - DDA will notify candidates not selected as finalists	Special Meeting December 19, 2023
Background check of all finalists	Includes: - Criminal background: county, state, national - Sex offender registry - Social Security number verification - Education verification - Credit check	January 2, 2024
Reference check on all finalists	DDA will conduct reference checks with current and former employers on all finalists	January 2, 2024
Finalist packet	DDA will provide the Council information including: - Summary of references - Results of background checks - Personality index reports - Video interview - Resumes, etc.	January 2, 2024
Interviews	DDA will prepare all interview materials and be present at all interviews and other functions. It is recommended that Council interviews be at a special meeting	Special Meeting January 9, 2024
Decision	City Council will select candidate for offer	January 11, 2024
Offer and agreement	DDA will negotiate agreement with selected candidate	January 12, 2024
Projected start date	New Administrator begins	March 2024

PROCESS DETAILS

STEP 1: INFORMATION GATHERING

DDA will gather and assemble background information pertaining to the City and position. In addition, Liza will meet individually with all Council members to discuss candidate attributes, experience, and other important qualifications. Others will be interviewed as per the direction of the City. At the same time, the job description will be reviewed and updated and, if needed, we will gather relevant comparative salary information for consideration by the Council. We will quickly develop a comprehensive understanding of the organization, community, and position.

Deliverables:

- In-person information gathering via interviews with the Council
- DDA receives position profile from City

STEP 2: APPROVAL OF POSTING

City will approve final position profile, job description, and salary range.

Deliverables:

- Review and final approval of position profile, job description, and salary range by City
- Review and approve proposed search timeline for purposes of advertisement and scheduling

STEP 3: ADVERTISEMENT AND RECRUITMENT

DDA will comprehensively advertise the position and make direct contact with possible candidates who are not active job seekers or traditional candidates. These efforts will include local, regional, and national outreach. In today's job market, it is important to reach candidates in ways that were not necessary even five years ago. Our efforts have resulted in 41% of candidates applying from outside of Minnesota. This means that 59% of candidates still are from within the state, so comprehensive strategies are needed.

Given the challenging job market as of recent, we have added advanced recruiting methodologies to our portfolio through LinkedIn's robust recruiter platform. LinkedIn has nearly 800 million members with over 52 million job seekers visiting LinkedIn Jobs every week. This platform offers us 100% visibility of all those members. The use of over 40 advanced recruiting filters, recommended matches, and up-to-date insights allow us to reach individuals that possess the desired backgrounds and/or experiences. It offers our job posts high visibility to both active and passive candidates across more than 50 million organizations and over 38,000 skills. At the same time, it allows us to personalize messages and connect with candidates in a career focused environment.

Local efforts (within Minnesota) will include:

- Direct outreach to candidates
- League of Minnesota Cities
- Association of Minnesota Counties
- GovernmentJobs.com
- University of Minnesota
- Minnesota Private College Consortium- Augsburg University, Bethel University, Carleton College, College of Saint Benedict, The College of St. Scholastica, Concordia College, Gustavus Adolphus College, Hamline University, Saint John's University, Saint Mary's University, St. Catherine University, St. Olaf College, and the University of St. Thomas

- Minnesota State Colleges and Universities- Bemidji State University/Northwest Technical College, Metro State University, Minnesota State Universities of Moorhead & Mankato, Southwest Minnesota State University, St. Cloud State University, and Winona State University
- Minnesota City County Management Association
- LinkedIn

Regional Outreach

- Direct outreach to candidates
- South Dakota Municipal League
- Iowa League of Cities
- League of Wisconsin Municipalities
- Over 20 universities outside of Minnesota throughout the upper Midwest
- University of Iowa
- University of Wisconsin
- University of South Dakota
- University of Nebraska
- LinkedIn

Nationwide Outreach

- Direct outreach to candidates
- National Association of County Administrators
- National League of Cities
- National Association of Counties
- International City/County Management Association
- Woman Leading Government (WLG)
- Network of Asian Public Administrators
- LinkedIn

The simple DDA online application process will be used unless the organization prefers to use an existing methodology. Our online application system enables us to efficiently manage applicant flow, and corresponding reference information, and allows us to communicate with each applicant quickly and effectively.

We are known for our communication with both the applicant and our client which engages and informs both parties of each step. Additionally, our system also allows us to access, review, and evaluate thousands of prior applicants who may not be actively seeking a job but who may be open to the “right opportunity.”

Deliverables:

- Advertising outreach begins with posting on identified websites and social media platforms
- Direct contact through established professional networks
- We utilize our database of identified prospective candidates to contact via email or phone call

STEP 4: INITIAL SCREENING AND REVIEW

DDA will complete a comprehensive analysis of every application received and determine approximately 8-12 semifinalists based on job related criteria to complete a video interview. Our clients have most notably been pleased with the video interview component of our process. Video interviews allow our clients to determine whether they see the candidate as a good prospect for a final interview and gain additional insight on the candidate’s education, experience, personality, as well as their ability to think on their feet, all of which has been said to help lay the foundation for the final interview process. Access to, and viewing of, this information is as simple as clicking on a link from the individual client’s laptop, phone, or smart device in a location and at a time

that is convenient for them. Candidate confidentiality when the Council is deliberating is maintained by assigning and referring to each semifinalist candidate as a number. Candidates are considered public once they are chosen as a finalist.

Each semifinalist would also complete an information disclosure and a work-related personality index. About one week prior to selecting finalists for interviews, the information disclosure, video interview, personality index, cover letter, and resume from each of the semifinalists will be made available to the Council for viewing. This will allow you ample time to comprehensively review candidates prior to determining who to bring in the for the final interviews. Upon reviewing this introductory material, DDA will then assist the Council in selecting its finalists for final interviews. After the Council selects finalists, those not selected as finalists will be notified by DDA.

Deliverables:

- List of approximately 8-12 semifinalists with cover letter, resume, and video interview
- Results of personality assessment
- Results of information disclosure that provides insight about conduct that could be viewed as impacting one's ability to perform the requirements of this leadership role
- Confirm interview schedule and logistics
- DDA will contact those not selected

STEP 5: SELECTION

After the City Council selects finalists, DDA will complete comprehensive background screenings including criminal history, civil court history, verification of education, driver's license review, credit check, and other items. Along with background checking all finalists, DDA will conduct character references with current and former supervisors to discuss various work responsibilities, projects, initiatives, leadership style, personality characteristics, etc.

Approximately one week prior to the final interview process, the City Council will have access to each of the candidate's application materials, video interview, background check results, reference information, information disclosure, and a work personality report on each person.

Early in the search process, Liza and Bart will discuss interview possibilities including leadership staff participation or virtual and/or in-person options for community involvement through a meet and greet event or interview panel, stakeholder interviews, individual and/or full Council interviews, a community tour, lunch with leadership staff, or other functions.

Prior to interviews, Liza and Bart will prepare questions and then facilitate all interviews and other activities the City Council determines appropriate. Our goal is to make the process smooth and painless so the City Council can focus all its energy on finding the right person for the job and minimize staff disruptions to ensure the City can focus on the tasks at hand.

Deliverables:

- List of 3 to 5 finalists, confirming interview schedule and logistics
- Leadership staff interview panel including summary of comments
- Community engagement opportunities with virtual options
- Tour of the community logistics
- Video Interview
- Summary of References
- Results of background checks
- Personality Index

- Information Disclosure
- Cover letter and resume
- Press release

STEP 6: OFFER

After interviews are complete, Liza and Bart will assist the City Council with deliberations, and they will facilitate the offer to the selected candidate. Liza and Bart will negotiate the terms with the candidate based on the parameters established by the Council.

Deliverables:

- Employment agreement
- Press release
- DDA will contact those not selected

STEP 7: FOLLOW UP

DDA will make periodic contact with the new Administrator for at least the first year of employment.

Deliverables:

- Periodic check in with new Administrator and Council representative

LIST OF SEARCH CLIENTS FROM THE PAST TWO YEARS

In addition to the specific references listed on the following page, the City is encouraged to speak with any of the entities listed below:

CITIES

Aitkin- Administrator
Barnesville- Administrator
Benson- Manager
Breezy Point- Administrator/Clerk/Treasurer
Chatfield- Administrator
Corcoran- Administrator
Credit River- Administrator
Crystal- Manager
East Grand Forks- Administrator
Fairmont- Public Works Director
Hawley- Administrator
Lakeville- Finance Director
Maple Plain- Administrator
Mayer- Administrator
Mora- Administrator/Public Utilities General Manager
Morris- Manager
New Hope- Manager
Newport- Administrator
North Mankato- Administrator
North St. Paul- Manager
Norwood Young America- Administrator
Nowthen- Administrator
Olivia- Finance Director
Pelican Rapids- Administrator
Richmond- Administrator/Treasurer
Spring Park- Administrator/Treasurer
Stillwater- Administrator
Wadena- Administrator
White Bear Lake- Manager
Winsted- Administrator
Winthrop- Administrator

COUNTIES

Morrison- Administrator

OTHER ENTITIES

Albert Lea HRA- Executive Director
Dakota 911- Executive Director
Des Moines Valley Health and Human Services- Administrator
Kitchigami Regional Library System- Executive Director
Middle Fork Crow River Watershed District- Executive Director
Mississippi Watershed Management Organization- Executive Director
Red Wing HRA- Executive Director
Riley Purgatory Bluff Creek Watershed District- Administrator

DDA is currently conducting searches for the Cities of Corcoran, Mound, Richmond, and Rochester, Minnesota, the Counties of Cass, Steele, and Wadena, Minnesota, the Arrowhead Library System, and Ramsey/Washington Recycling & Energy.

FEES

The fee for this full search process is \$22,000. Because the City is providing the position profile, the normal fee of \$23,000 will be discounted by \$1,000. This will be payable at the completion of the search. This all-inclusive fee covers professional services and all expenses including travel, advertising, personality index, background checks on all finalists, etc.

If the City chooses to offer a travel stipend or reimbursement for expenses of the candidates, that cost is handled directly between the City and the candidates. DDA would be available to provide input and guidance on this item.

ASSURANCE

If the newly hired Administrator leaves the organization within the first 24 months of employment, DDA will complete another search without professional service fees. Only actual expenses will be billed to the City.

ACCEPTANCE

Your signature below indicates acceptance of the terms of the proposal state herein.

City Administrator Name: _____

City Administrator Signature: _____

Mayor Name: _____

Mayor Signature: _____

Date: _____

REFERENCES

Brian Stumpf

Mayor, City of Monticello
City Administrator Search
Phone Number: 612-598-4016
Email: montitowing@gmail.com

Val Johnson

Former Mayor, City of New Brighton
City Manager Search
Phone Number: 651-491-3364
Email: valjohnson87@comcast.net

Dave Borchert

Board Chair, Brown County Commissioner
County Administrator Search
Phone Number: 504-354-3295
Email: commissionerdistrict1@co.brown.mn.us

Vern Rasmussen, Jr.

Mayor, City of Albert Lea
City Manager, Econ. Dev. Executive Director (ALEDA) & HRA Executive Director Searches
Phone Number: 507-377-4330
Email: mayor@ci.albertlea.mn.us

"Thank you again, Liza, for a well-organized, professional, and detail-oriented process/search with us. It went so smoothly. I've been on Council through quite a few hires now, and this by far has been the best."

**-Charlotte Gabler, City Council Member
City of Monticello, MN**

"We are very pleased with the professional services that you and your firm provided for a City Administrator. The process was stress free and provided us with many qualified candidates; this would have been very difficult for us to accomplish on our own. Thank you to Liza and her colleagues for guiding us from start to finish. Would highly recommend other organizations to consider DDA Human Resources for their hiring needs."

**-Chris McKern, Mayor
City of Kasson, MN**

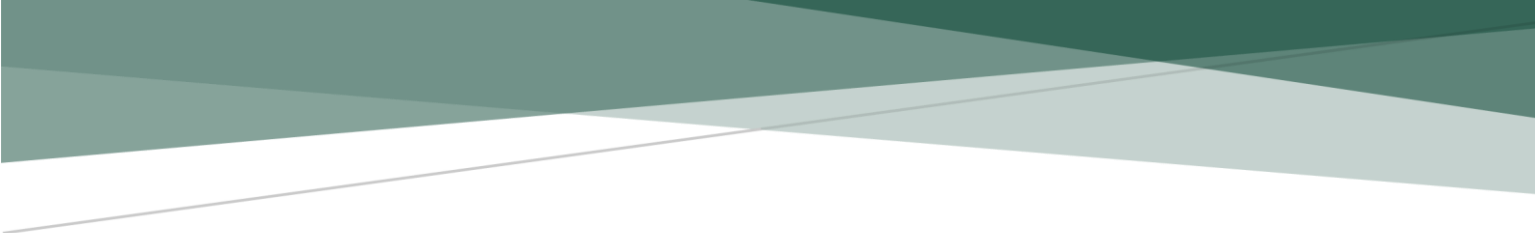
DDA has been outstanding to work with. Liza Donabauer is fantastic and her past experience as a city administrator and an HR manager really allows her to be especially responsive to the needs and wants of a city's officials and senior staff. Liza is fantastic with communication with the council and staff which helps everyone feel connected and comfortable with the process.

**-Dan Coughlin, City Administrator
City of Olivia, MN**

"After working with then, City Administrator Liza Donabauer for over 2 1/2 years, I can truthfully say she is the epitome of hard work and dedication to her profession. Her communication skills and procedures are without compare, and she did not shy away from any challenge. I have no doubt that she will continue to provide exemplary service in any work endeavor."

**-Rich Nagel, Mayor
City of Arlington, MN**

"David Drown and Associates realize that every city has its own personality and you (Liza Donabauer) worked to identify New Brighton's personality to assure us the best possible candidate to become our new City Manager. The work that was done by you prior to even advertising for the position was key to our success. You spent hours interviewing staff, council and citizens trying to identify the qualities as well as the qualifications desired in a City Manager for our community. The resulting documentation represented New Brighton well and encouraged numerous qualified candidates to apply. Throughout the process, the entire Council was informed of progress and action steps along the way."



Sample Profile



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: October 24, 2023
SUBJECT: Approve Private Hangar Land Lease

Background:

The City has received a Private Hangar Land Lease Agreement from James Carl Hooper & Lori Keech on Lot #108 at the Faribault Municipal Airport. James is looking to add his daughter Lori to this new lease. A new land lease is required for rental of Lot #108. The land lease agreement has a term of 20 years with an expiration in 2043.

Recommendation:

Approve Private Hangar Land Lease

Attachments:

1. Private Hangar Land Lease Agreement - Lot 108

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 20th day of October, 2023 by and between the CITY OF FARIBAULT (the “City”) and James Carl Hooper & Lori Keech (the “tenant”), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the City Engineer’s office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot 108 (hereinafter referred to as “lot” or “premises”).
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
3. **Term of this agreement:**
 - a. **Initial Term**

The term of this lease shall be twenty (20) years (“Term”), commencing on October 20, 2023, (“Commencement Date”) and expiring, unless earlier terminated, on October 20, 2043.
 - b. **Holding Over**

If tenant remains in possession of the Premises after the expiration of the term, such holding over will only create a year-to-year tenancy, which may be terminated by either party at the end of any calendar year, upon thirty (30) days advance written notice. In the event of such holding over, tenant shall perform all of the terms and conditions of this lease.

4. **Lease payments:** The tenant agrees to pay to the City:

An annual sum of \$.1804 per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2023.

The City reserves the right to amend rates identified at any time during the term of this agreement. The City's Airport Advisory Board shall recommend any revision of rates to the City Council. The City shall give rate revisions with due regard to the value of the property leased, the improvements used, and the expense to the City of the tenant's operations. Rate revisions are reviewed and adopted, if necessary, by the City Council annually.

5. **Construction of private buildings on leased property:**

Any structure built upon leased property shall be constructed in compliance with applicable building codes and any building requirements established by the Airport Advisory Board. The building and any attachments and appurtenances, other than ramps or driveways, must be located entirely upon the leased premises. Any building constructed shall be used for the sole purpose of storage of aircraft registered or leased to the tenant and related aviation purposes.

Uses of any building on leased property are subject to the same restrictions placed on City-owned hangars. Any uses of the building, other than aircraft storage, shall be described and approved by the City, in writing.

The tenant agrees that any building shall be constructed at no cost to the City. In the event the tenant has not completed construction of the building on the leased premises within twelve (12) months from the date of this agreement, the City may terminate the lease without further obligation to the tenant.

Prior to construction of any building located on leased property, the tenant shall furnish to the City, for the Airport Advisory Board's review and approval by the City Council, the plans for the building, and provide the estimated cost of completing the building. The tenant shall provide the City with a letter of credit, bond or other security with a surety satisfactory to the City conditioned upon the commencement, completion of and payment for the construction of the building; and against loss or damage by reason of mechanics lien. City staff may specify the acceptable type of surety.

During construction of the building, the tenant and/or tenant's contractor shall provide a certificate of insurance showing liability limits of at least \$1 million and name the City as an Additional Insured and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not

be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The City must approve insurance coverage before construction begins. The tenant and/or tenant's contractor shall protect the City from liability to persons or property for damages arising out of the construction or customary use of the building prior to obtaining an occupancy permit from the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall obtain the necessary regulatory authority and permits from the City of Faribault. All construction shall be in a good and workmanlike manner and shall be in conformity with building codes, ordinances, and other regulations applicable to the City and Faribault Municipal Airport.

Tenants shall construct aircraft storage facilities that conform to design standards described by the City Council. These design standards may include color, style, size, and other aesthetic requirements. Construction and significant improvements may not begin before receiving written authority from the City.

Tenants shall pay the entire cost of such construction, and shall pay the entire cost of utility services and other required building systems. The tenant shall pay all site improvement costs, including but not limited to, grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the leased property.

6. **Maintenance of leased property:** Tenants, at their own cost and expense, shall take good care of the leased property and any buildings or structures placed thereon. Tenants shall keep and maintain the property in good order and repair and in a clean and neat condition.

Tenant shall not permit any waste or nuisance on the leased property nor permit anything on the leased property to interfere with the rights of other tenants of the City or users of the airport. In the event the property is not properly maintained, the City may, after notifying the tenant, cause the property to be maintained. The costs of maintenance and an administrative fee will be billed to the tenant and become tenant's responsibility. Unpaid billings shall be certified to property taxes.

The cost for customary maintenance routinely performed by the City, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by City employees on a priority basis. The City of Faribault reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the tenant's responsibility. The City is not required to perform any snow removal function on leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the

tenant's responsibility, however, the City may mow or perform weed control on or adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials:** Tenant shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.

8. **Taxes, assessments, and other charges:**

In addition to other charges identified in this agreement, the tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the tenant's property or building or any activity of the tenant. Should it be determined that the interest of the tenant in this Agreement is taxable, and should any tax be levied, the tenant shall pay such tax. Upon request by the City, the tenant shall provide proof of such payment.

The tenant shall establish their own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Agreement. Upon request by the City, the tenant shall provide proof of such payment.

In the event the tenant fails to pay the lease payments, taxes, assessments, fees, or other charges due, the City shall notify the tenant of the default. If the tenant fails to cure such default within ten days from the receipt of the written notice, the City shall have the right to immediately terminate this lease without further obligation to the tenant.

9. **Default**

a. **Events of Default**

Any of the following shall constitute a default under this lease:

- (1) Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to tenant.
- (2) Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to tenant.

- (3) Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to tenant.
- (4) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to tenant.
- (5) Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to tenant.
- (6) Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to tenant.
- (7) Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this lease within thirty (30) days following written notice from City to tenant that any such lien or encumbrance is filed against the premises and/or improvements.
- (8) Tenant (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Tenant fails to comply with any other term or condition of this lease and such default continues for more than thirty (30) days after written notice from City to tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing tenant from its obligations under the lease, attempt to cure the default. City may enter the premises for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of tenant or a termination of this lease;
- (2) With legal process, but without further notice to tenant, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by tenant for the full term of this lease. City's re-entry of the premises is not a termination of this lease. In the event of such re-entry, City may proceed for the collection of money to be paid under this lease or for properly measured damages;
- (3) Terminate this lease upon written notice to tenant and re-enter the premises as of its former estate, and tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term; and
- (4) Exercise all other rights and remedies including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, tenant shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Cumulative Default

Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) tenant's failure to pay money due under this lease; (ii) tenant's failure to comply with the use of premises section of this lease; and (iii) any violation of the terms and conditions of this lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this lease.

d. Default of Other Agreements

A default by tenant of any other agreement between tenant and City shall constitute of default of this lease. Notice of a default in another agreement shall be deemed notice of default under this lease.

10. Termination provisions:

At the termination of this lease the tenant has the privilege of removing all buildings and properties placed upon the property. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property within the ninety-day (90 day) period are beyond the control of the tenant. If the tenant does not remove the property within the period granted by the City, the City may retain ownership of the building and property for any municipal purpose.

If the leased premises becomes deserted, abandoned or vacated, the City may terminate the lease. If the tenant's interest in the property is taken by process of law, the City may terminate the lease. If the buildings or properties on the premises are destroyed, the City or tenant shall have the right to terminate this agreement upon giving written notice, with response, to the other party.

Should the tenant default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the tenant with written notice, the City may terminate the lease. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Agreement by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

Should the leased property be declared condemned, either because the airport is closed to the public, or the property is needed for another municipal purpose, the City shall reimburse the tenant for all lease payments received from time the lease was signed until the property is vacated. The City shall provide the tenant with ninety-days (90 days) notice of such action. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property are beyond the control of the tenant.

11. Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this lease, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the tenant, tenant's successors or assigns, the tenant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this lease or the performance of this lease, nor will the tenant make any claim against the City for or on account of any injury, loss or damage resulting from the tenant's property or use thereof.. The tenant, and the tenant's successors or assigns, agree to protect, defend and save the City, and its officers, 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 services, and other technical, administrative or professional assistance. Nothing in this lease 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.

The tenant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The tenant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall meet, and provide upon request verification of, all licensure requirements of the City of Faribault, State of Minnesota and/or the United States Government to legally comply with this lease.

12. Transferring, subletting, selling: The tenant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the City. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the City to the tenant.

13. **Discrimination provision:** The tenant, in the use of the Faribault Municipal Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation, and the tenant further agrees to comply with any requirement made to enforce such regulation which may be demanded of the City by the United States Government under authority of said Part 21.
14. **Civil Rights:** Tenant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates tenant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.
16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.
17. **General Provisions**
- a. **Airport Access**
- Tenant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with tenant.

b. Waiver

The waiver by City or tenant of any breach of any term of this lease shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this lease.

c. Headings

The headings in this lease are for convenience in reference and are not intended to define or limit the scope of any provision of this lease.

d. Entire Agreement; Amendments

This lease represents the entire agreement between the parties and supercedes any prior agreements regarding the premises. This lease may only be amended or modified if done in writing and executed by all parties to this agreement.

e. Severability

If any part of this lease shall be held invalid, it shall not affect the validity of the remaining parts of this lease, provided that such invalidity does not materially prejudice either party under the remaining parts of this lease.

f. Choice of Law and Venue

This lease 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 lease shall be heard in the state or federal courts of Minnesota, and all parties to this lease waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

City shall use reasonable care to treat matters pertaining to tenant in a confidential manner to the extent permitted by law. This lease, and the information related to it, are subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

h. Commitments to Federal and State Agencies

Nothing in this lease shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

i. Successors

This lease shall extend to bring the legal representatives, successors and assigns of the parties to this lease.

j. Relationship of Parties

Nothing contained in this lease shall be deemed to create a partnership, association or joint venture between City and tenant, or to create any other relationship between the parties other than that of landlord and tenant.

k. Multiple Parties

If more than one person or entity is named as the tenant, the obligations of the tenant shall be the joint and several responsibilities of all persons or entities named as tenant.

l. Consent and Approvals

Whenever in this lease the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Faribault City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

m. Notice

Any notice required under this lease shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City: City of Faribault
 Department of Public Works
 1200 Belview Trail
 Faribault, MN 55021

If to the tenant:

<u>James Carl Hooper</u>	&	<u>Lori Keech</u>
<u>4210 Cass Ave</u>		<u>7921 NW 95th St</u>
<u>Webster, MN 55088</u>		<u>Johnston, IA 50131</u>

Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party’s address for notice by providing written notice to the other party.

This Agreement shall not take effect until it has been approved by the City Council of the City of Faribault.

CITY OF FARIBAULT:

Dated: _____ By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

TENANT:

Dated: _____ By: _____
James Carl Hooper, Tenant

Dated: _____ By: _____
Lori Keech, Tenant

4.O



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: October 24, 2023
SUBJECT: Approve 2024 Insurance Liability Coverage Waiver Form

Background:

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

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

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

Recommendation:

Authorize the City Administrator to complete the Section I: Liability Coverage Waiver Form and request that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

4.O

Attachments:

1. 2024 Liability-Coverage-Waiver-Form

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage.
Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

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

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

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____

4.P



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: October 24, 2023
SUBJECT: Denial of Appeal to Waive Recovery Charges for Storm Water Utility

Background:

Chuck Budde has requested through an appeal in accordance with the City's Utility Billing Policy to have the recovery charges for Storm Water be waived.

Good Morning,

This letter is in referencing the storm water fees and appealing the arrears charges.

I bought the property approximately 3 1/2 years ago.

I'm currently trying to pay for the property to expect someone to add a \$600 a month payment is a little more than an inconvenience. With my last water bill I did start paying the current charges but I don't believe adding the arrears charges in this amount is reasonable.

Thank you

Chuck Budde

Basis for Denial:

- The City Council began discussing a Utility Billing Policy in 2021. Recovery of mistakes were part of several discussions. State Statute allows six years but Council wanted three years to be the City's policy.
- Since the Policy was established, internal audits have found several billing issues. There have been corrections of three accounts in 2021 totaling \$8,712.36, 71 accounts in 2022 for a total of \$85,044.07, and five more in 2023 with one more being calculated totaling \$13,948.48. Overall billings totaled \$107,704.91 in accordance with the Utility Billing Policy. Many of these are similar in nature and none have been written off.

4.P

- At the October 18, 2022 work session, review of utility billing internal audits was an agenda item. It was a discussion of the type of billing corrections as well as the three-year practice of the City. The Policy held to remain as three years although the State Statute allows for six years.
- Several discussions were had with the Council regarding the establishment of the policy and up to three years of back billing was a significant part of the discussions in 2021 and 2022.
- The back billing was necessary due to the new account in new ownership. The RLEs were not established properly.
- Correct RLEs were calculated and back billing was made in accordance with City policy.
- The back billing is only for the time frame of this current owner.
- Payment arrangement options are available for up to the length of the back bill.

This item was reviewed at the Council Work Session on October 17th and the consensus was to adhere to the Policy and deny the appeal.

Recommendation:

Deny Chuck Budde's appeal to waive recovery charges for storm water utility.

Attachments:

4.Q



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: October 24, 2023
SUBJECT: Resolution 2023-201 Approve Hiring Engineering Technician I

Background:

Due to the promotion of an employee, there is a need to hire an Engineering Technician I. The position was posted internally from September 29, 2023 to October 6, 2023.

One application was received, reviewed and interviewed for the position. The interview panel consisted of Dale Drentlaw, Engineering Supervisor, and Mark Duchene, Director of Engineering. The panel selected Stuart Schatz as the recommendation for the Engineering Technician I position.

Resolution 2023-201 recommends the hiring of Stuart Schatz. Stuart will be hired at grade H step 1 as per the Local 70 CBA 2022-2024. Stuart would begin his new position on October 30, 2023.

Recommendation:

Approve Resolution 2023-201, approving the hiring of Stuart Schatz as Engineering Technician I.

Attachments:

1. Resolution 2023-201 Approve Hiring Engineering Technician I

CITY OF FARIBAULT

RESOLUTION #2023-201

APPROVE HIRING ENGINEERING TECHNICIAN I

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

WHEREAS, the City has advertised and interviewed for the Engineering Technician I position with the City; and

WHEREAS, the City Council desires to fill the vacant Engineering Technician I position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Stuart Schatz shall be extended an offer of employment to fill the vacant Engineering Technician I position.

Date Adopted: October 24, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: October 24, 2023
SUBJECT: Resolution 2023-202 Accept Donation Made to the Police Department

Background:

Recently, the Police Department received a gift of \$100.00 from Cortlan Christiansen for use as needed by the department. The proceeds will be put toward community engagement events such as the winter "'Ballin' in the 'Bault" basketball program for local youth.

Recommendation:

Accept the donation from Cortlan Christiansen.

Attachments:

1. Resolution 2023-202 Accept Donation Made to the Police Department

CITY OF FARIBAULT

RESOLUTION #2023-202

ACCEPT DONATION MADE TO THE POLICE DEPARTMENT

WHEREAS, Faribault Police Department is responsible for providing professional law enforcement services to the City; and

WHEREAS, Cortlan Christiansen would like to thank the Police Department for its service to the community by making a \$100.00 donation to the department.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Police Department to accept a donation of \$100.00 from Cortlan Christiansen to be used for community engagement events.

Date Adopted: October 24, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

4.S



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: October 24, 2023
SUBJECT: Resolution 2023-203 Approve Faribault Police Department Joint Powers Agreement with South Metro SWAT (SMS)

Background:

In 2016, the Faribault Police Department joined resources with other Rice and Dakota County Law Enforcement agencies to form a tactical response group known today as South Metro SWAT (SMS). Currently, 13 units of government make up SMS:

City of Apple Valley	City of Mendota Heights
City of Farmington	City of Rosemount
City of Hastings	City of South St. Paul
City of Inver Grove Heights	City of West St. Paul
City of Lakeville	County of Dakota
City of Faribault	County of Rice
City of Northfield	

Locally, three Faribault officers are part of the SMS team. These officers train monthly and respond to calls for service during incidents where SMS is activated across Rice and Dakota counties. As a member of SMS, the city saves considerable money when compared to the potential cost of outfitting and equipping a full SWAT contingent. SMS is a valuable resource for the city during high-risk and tactical incidents and provides the ancillary benefit of enhanced training for all Faribault officers.

The SMS Board, made up of representatives from each participating agency - including Faribault PD, has developed a new Joint Powers Agreement (JPA) effective in 2024. The attached JPA defines the purpose, governance, duties, powers, budget, membership, and operations of SMS. The JPA is for a 5-year term, expiring on December 31, 2028.

4.S

Recommendation:

Approve Resolution 2023-202

Attachments:

1. Resolution 2023-203 Approve Faribault Police Department Joint Powers Agreement with South Metro SWAT (SMS)
2. SMS JPA 2024-2028

CITY OF FARIBAUT

RESOLUTION #2023-203

APPROVE FARIBAUT POLICE DEPARTMENT JOINT POWERS AGREEMENT WITH SOUTH METRO SWAT (SMS)

WHEREAS, the Faribault Police Department has a duty to respond to high-risk incidents that occur within the city in a manner that ensures everyone's safety; and

WHEREAS, high risk incidents of a tactical nature may exceed the specialized training, tactics, and equipment of the Faribault Police Department; and

WHEREAS, South Metro SWAT is made up of officers from Faribault and partner agencies within Rice and Dakota Counties that provide specialized weapons, tactics, and equipment to member communities during high-risk incidents; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby approves the attached joint powers agreement and authorizes Police Staff to make decisions in accordance with the agreement.

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Date Adopted: October 24, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DAKOTA COUNTY SOUTH METRO SWAT

2024 JOINT POWERS AGREEMENT

The parties to this Agreement are units of government responsible for critical incident response in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat § 471.59. This Agreement amends and supersedes the DAKOTA COUNTY SOUTH METRO SWAT, 2019 JOINT POWERS AGREEMENT, and shall become effective only upon the approval and execution hereof by duly authorized officers of all the parties.

NOW, THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** South Metro SWAT.
2. **General Purpose.** The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to develop and provide joint response to critical incidents or high-risk entries where there is a risk of criminal violence, occurring within and outside of the parties' jurisdictions.
3. **Parties.** The parties to this Agreement shall consist of the following units of government:

City of Apple Valley
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Faribault
City of Northfield

City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota
County of Rice

4. **Governance.**
 - 4.1. Governing Board. The governing board ("Board") of the South Metro SWAT shall consist of one member and one alternate member appointed by the chief law enforcement officer of each party to this Agreement. Appointees shall be full-time supervisory peace officers of the appointing party. Resolutions or other documentation of the appointments shall be filed with the chair of the Board.

Members of the Board shall not be deemed to be employees of South Metro SWAT and shall not be compensated by the Board.

- 4.2. Terms. Appointees shall serve at the pleasure of the appointing party and may be removed only by the appointing party.
- 4.3. Officers. During the first quarter of each year the Board shall elect from its members a chair, vice chair and secretary/treasurer. The chair shall preside at all meetings of the Board and shall perform other duties as determined by the Board, including the authority to sign contracts authorized by the Board. The vice chair shall preside during the absence of the chair. The secretary/treasurer shall assist the chair in overseeing the Board's budget and finances.
- 4.4. Meetings. The Board shall have regular quarterly meetings. Special meetings may be held on reasonable notice by the chair or vice chair. The presence of a simple majority of the members shall constitute a quorum. All meetings of the board shall be subject to the Open Meeting Law.
- 4.5. Voting. Each party to this agreement shall have one vote at any meeting of the Board. Proxy votes are not permitted. The Board shall function by a majority vote of board members or alternate members present, provided that a quorum is present.

5. Duties of the Board.

- 5.1. The Board will formulate a program to carry out its purpose.
- 5.2. The Board will coordinate information between the parties and the South Metro SWAT.
- 5.3. The Board has the exclusive authority to and shall appoint and supervise the Team Commander and Assistant Team Commanders of the South Metro SWAT, including appointment to fill vacancies in these positions. Appointments require the concurrence of the chief law enforcement officer of the Team Commander's or Assistant Team Commander's employer.
- 5.4. The Board may relieve the Team Commander or an Assistant Team Commander of their duties at any time upon simple majority vote of the Board.
- 5.5. The Board shall review annually the policies and procedures of the South Metro SWAT Team.

6. Powers of the Board.

- 6.1. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the Board shall not enter into any contract the term of which exceeds one year.
- 6.2. The Board may enter in written contracts with any party to provide budgeting and accounting and administrative services necessary or convenient for the Board. Such services may include but not be limited to: management of all funds, payment for contracted services and other purchases, relevant bookkeeping and record keeping, records management, training records, and purchase of equipment.
- 6.3. The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the party under contract to provide budgeting and accounting services.
- 6.4. The Board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 6.5. The Board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minn. Stat. Ch. 466 and may obtain other insurance it deems necessary to insure the parties, the Board, its members and employees of the parties for actions arising out of this Agreement, including, but not limited to extended reporting period coverage upon termination. With respect to employees of parties who have responded to a request for assistance pursuant to paragraph 9.5.1, they will be deemed to be taking actions arising out of this Agreement from the time they receive a request for assistance pursuant to this Agreement and commence traveling to the location where assistance is to be provided until the Team Commander or Assistant Team Commander has made the decision pursuant to paragraph 9.5.1 to recall the team.
- 6.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of the party providing budgeting and accounting shall apply to the Board.
- 6.7. The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

- 6.8 South Metro SWAT does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.
- 6.9. The Board may retain legal counsel to advise the Board and provide civil legal services. The Dakota County Attorney's Office is not the Board's legal counsel.
- 6.10. All cash monies derived from South Metro SWAT operations shall remain the property of south Metro SWAT and shall be used in furtherance of South Metro SWAT efforts.
- 6.11 The Board is not responsible for investigating the conduct of the Team Commander, an Assistant Team Commander or any team member assigned to the South Metro SWAT. The Board will forward any complaints about any of the conduct of any such individual to the individual's employing agency.

7. **Budget and Finance.**

- 7.1. Budget. By April 30 of each year the Board shall prepare and adopt a budget for the following calendar year and may amend the same from time to time.
- 7.2. Expenses. The parties intend to fund South Metro SWAT through annual contribution paid by each party. The Board shall establish the contribution by April 30 of the year prior to the year when the contribution is payable. The parties agree to pay the contribution as determined by the Board on or before January 31 of the year following the determination, provided that the respective city council or county board for each party has included funds for this purpose in its adopted budget. If a party elects to withdraw from this Agreement, there will be no reimbursement of any part of the contribution made for the year of withdrawal.
- 7.3. Accountability. If the Board elects to contract with a party to provide budgeting and accounting services, the Board shall enter into a written fiscal agent agreement with such party. The fiscal agent shall forward reports on South Metro SWAT receipts and disbursements to the members on a monthly basis. Fiscal agent responsibilities include but are not limited to management of all funds, including party contributions and grant funds, payment for contracted services, and bookkeeping and recordkeeping. All funds shall be accounted for according to generally accepted accounting principles.
- 7.4 Invoices. The secretary/treasurer may authorize payment of invoices which are consistent with the adopted budget and shall report to the Board all such invoices at its next regular meeting.

8. **South Metro SWAT Team members.**

- 8.1. The Team Commander and Assistant Team Commanders and team members shall be licensed peace officers. The chief law enforcement officer of each party shall assign licensed peace officers to serve as South Metro SWAT team members, subject to approval of the Team Commander. Appointment as a Team Commander, Assistant Team Commander or team member pursuant to this Agreement shall not obligate any party to pay its employees so appointed any premium pay.
- 8.2. Team Commander, Assistant Team Commanders and team members assigned to the South Metro SWAT at all times will remain employees of the members' respective jurisdictions and will not be employees of the Board.

9. **Operations.**

- 9.1. Team Structure. The Team Commander, with Board approval, will organize a leadership structure for South Metro SWAT that ensures efficient operation and deployment of resources.
- 9.2. Budget. The Team Commander will prepare and present to the Board annually a requested operating and capital improvement budget for the following year.
- 9.3. Communication. The Team Commander will act as a liaison between the South Metro SWAT and the Board, providing quarterly updates on team status, deployment, and budget.
- 9.4. Training. The Team Commander shall be responsible for arranging monthly and annual training events for team members, consistent with direction from the Board. The Team Commander shall also be responsible for maintaining records of the training received by team leaders and members as well as records of all other activities undertaken by the Team Commander, Assistant Team Commanders, team leaders and team members pursuant to this Agreement.
- 9.5. **Deployment.**
 - 9.5.1. Requests for Assistance. Whenever a party, in its sole discretion, determines that conditions within its jurisdiction cannot be adequately addressed by that jurisdiction's personnel and resources because of a critical incident or need for high risk entry, the party may request, in accordance with policies and procedures of the Board, that the South Metro SWAT deploy a South Metro SWAT team to assist the party's jurisdiction. Upon a request for assistance, a South Metro SWAT team may be dispatched to the requesting party, in accordance with policies and procedures of the Board. A party may decline to make its personnel

available in response to any such request. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to a party or South Metro SWAT. The Team Commander or Assistant Team Commander shall notify the Board members representing the employing agencies' team members who are deployed anytime that assistance is provided pursuant to this Agreement. The Team Commander will report to the Board quarterly regarding any assistance provided to a party pursuant to this Agreement. The Team Commander or an Assistant Team Commander may at any time and in his/her sole judgment recall the team. The decision to recall a team provided pursuant to this Agreement will not result in liability to the South Metro SWAT, any party, or to the Team Commander or Assistant Team Commander who recalled the team.

- 9.5.2. Direction and Control. A party may at any time recall its personnel or equipment if it is considered to be in the best interests of the party to do so. South Metro SWAT team members will be under the tactical control of the Team Commander or other person in command of the scene, until a party withdraws its personnel or equipment.
- 9.5.3. Compensation. When the South Metro SWAT provides services to a requesting party, the personnel of the South Metro SWAT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their employer. No charges will be levied by the South Metro SWAT or by the parties for specialized response operations provided to a requesting party pursuant to this Agreement unless that assistance continues for a period exceeding 24 continuous hours. If assistance provided pursuant to this agreement continues for more than 24 continuous hours, and the assistance is not provided in connection with a police call for services, any party whose officers provided assistance for South Metro SWAT may, at the direction of the board, submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies, to the South Metro SWAT and the South Metro SWAT shall submit the invoices to the requesting party. The requesting party shall reimburse the South Metro SWAT for that amount, and the South Metro SWAT shall forward the reimbursement to the responding party.
- 9.5.4. Workers' Compensation. Each party to this Agreement shall be responsible for injuries to or death of its own employees in connection with services provided pursuant to this Agreement. Each party shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the South Metro SWAT. Each party to this Agreement waives the right to sue any other party for any workers' compensation benefits

paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or agents. The Team Commander, Assistant Commander, and team members are not employees of the South Metro SWAT.

- 9.5.5. Damage to Equipment. Each party shall be responsible for damage to or loss of its own equipment occurring during deployment of the South Metro SWAT. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or agents.
- 9.5.6. Liability and Indemnification. The South Metro SWAT is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

The South Metro SWAT shall defend and indemnify the parties and their officers, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising from the South Metro SWAT activities or operations, including deployments of a South Metro SWAT team, decisions of the Board, and South Metro SWAT training activities.

To the full extent permitted by law, this Agreement is intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall a party be required to pay on behalf of itself and any other parties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third-party claim. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim.

Any excess or uninsured liability shall be borne equally by all the parties, but this does not include the liability of any individual officer, employee,

or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

9.6. Aid to Non-Parties.

9.6.1. Upon a request for assistance from a governmental unit that is not a party to this Agreement, a South Metro SWAT team may be dispatched to such governmental unit, in accordance with policies and procedures of the Board, for a period of time not to exceed 24 hours, provided that the police chief or Sheriff, as appropriate, has consented to such deployment of his or her respective employees. Failure to provide assistance in response to any such request shall not result in any liability to a party or South Metro SWAT. The Team Commander or Assistant Team Commander shall notify the chair of the Board any time such assistance is provided. The Team Commander or Assistant Team Commander may at any time and in his/her sole judgment recall the team. The decision to recall a team hereunder shall not result in any South Metro SWAT liability.

9.6.2. Any party whose officers provided assistance pursuant to this paragraph may, at the direction of the board, submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies to the South Metro SWAT and the South Metro SWAT shall submit the invoices to the requesting entity. The South Metro SWAT shall forward any payments it receives in connection with such invoices to the invoicing party.

10. **Term.** The term of this Agreement shall be effective only when all the parties have signed this Agreement. The chair of the Board shall notify the parties in writing of the effective date of this Agreement. This Agreement shall continue in effect until terminated in accordance with paragraph 11.2 or December 31, 2028, whichever first occurs.

11. **Withdrawal and Termination.**

11.1. Withdrawal. Any party may withdraw from this Agreement upon 90 days' written notice to the other parties. Withdrawal by any party shall not terminate this Agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

A withdrawing party shall have no claim to any property or assets owned or held by South Metro SWAT.

11.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of remaining parties agrees to terminate the Agreement upon a date certain.

11.3. Effect of Termination. Termination shall not discharge any liability incurred by the South Metro SWAT or by the parties during the term of this agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the South Metro SWAT shall then be distributed to the parties in proportion to their contributions.

12. **Notice.** Notice of withdrawal shall be provided by first class mail to the following:

Apple Valley Chief of Police
7100 147th Street West
Apple Valley, MN 55124

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Inver Grove Heights Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Lakeville Chief of Police
9237 183rd Street West
Lakeville, MN 55044

Faribault Chief of Police
25 4th St NW
Faribault, MN 55021

Northfield Chief of Police
1615 Riverview Dr
Northfield, MN 55057

Mendota Heights Chief of Police

1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

South St. Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humbolt Avenue
West St. Paul, MN 55118

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

Rice County Sheriff
118 3rd St NW
Faribault, MN 55021

13. **Miscellaneous.**

- 13.1. Amendments. This agreement may be amended only in writing and upon the consent of each of the parties' governing body.
- 13.2. Records, accounts and reports. The books and records of the South Metro SWAT shall be subject to the provisions of Minn. Stat. Ch. 13.
- 13.3. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the chair of the Board.
- 13.4. Additional Parties. Any other municipality within Dakota County or any municipality or County adjacent to Dakota County may become a party to this Agreement upon approval of the Board, adoption of a resolution by the entity's governing body, execution of this Agreement, and filing of the same with the chair of the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved by Dakota County Board

COUNTY OF DAKOTA

Resolution No.: 18-_____

Dated: _____

Approved as to form:

By: _____

Name: _____

Title: _____

Date of Signature: _____

Assistant County Attorney/ Date

KS18-357 2019 JPA for SOUTH METRO SWAT

CITY OF APPLE VALLEY

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF FARMINGTON

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF HASTINGS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF INVER GROVE HEIGHTS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF LAKEVILLE

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF MENDOTA HEIGHTS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF ROSEMOUNT

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF SOUTH ST. PAUL

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF WEST ST. PAUL

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF NORTHFIELD

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF FARIBAULT

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

COUNTY OF RICE

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **Rice County Sheriff**

Date: _____

4.T



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: October 24, 2023
SUBJECT: Approve Purchase Agreement for Sale of City-owned Parcel

Background:

Resolution 2023-066, adopted by the City Council on March 28, 2023, declared the following parcel as surplus property, and directed City staff to negotiate the sale and/or transfer of the property:

PID 18.19.1.76.003 - Lot 1, Block 3, CANNON RIVER VIEW

An interested party contacted City staff regarding the purchase of this parcel, and a purchase price of \$142,033.75 was negotiated. A Purchase Agreement for the sale of the property has been prepared by the City Attorney and is attached for approval. As is typical with agreements of this nature, approval by the Council confers authorization for City Staff and the City's Consultants to make limited revisions to the agreement as may be necessary to finalize the agreement.

Once the buyer has executed the agreement, Staff will prepare an ordinance authorizing the sale of real property as currently required under Section 12.04. of the City Charter.

Recommendation:

Approve Purchase Agreement for Sale of City-owned Parcel

Attachments:

1. DOCSOPEN-#910525-v2-Purchase_Agreement_(City_is_the_Seller)
2. Location Map - L1B3 CANNON RIVER VIEW

PURCHASE AGREEMENT

Faribault, Minnesota

October __, 2023

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES AND OBLIGATIONS CONTAINED HEREIN, David P. Yetzer and Rachel D. Yetzer, husband and wife (collectively, "Buyer") and the City of Faribault, a Minnesota municipal corporation ("Seller") agree to the following Purchase Agreement ("Agreement").

THE CONDITIONS AND TERMS OF THIS PURCHASE AGREEMENT INCLUDE THE FOLLOWING:

1. **SUBJECT PROPERTY.** The Seller is the owner of certain real estate (the "Property") described as LOT 1, BLOCK 3, CANNON RIVER VIEW, according to the plat thereof on file at the County Recorder's office, Rice County, Minnesota.
2. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.
3. **ACCEPTANCE DEADLINE.** This Agreement shall be null and void unless it has been executed by both Seller and Buyer by November 15, 2023.
4. **PURCHASE PRICE AND TERMS:**
 - A. **PURCHASE PRICE.** The purchase price (the "Purchase Price") for the Property shall be One Hundred Forty-Two Thousand Thirty-Three and 75/100 Dollars (\$142,033.75) payable as follows:
 1. Earnest money in the amount of \$5,000.00 is due and payable upon acceptance of this Agreement; and
 2. The balance of \$137,033.75 is due and payable in full at Closing by certified check or other immediately available funds.
 - B. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller shall deliver to Buyer:
 1. Quit Claim Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):
 - a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;

- b) Easements and restrictions of record which do not interfere with Buyer's intended use of the Property;
- c) Reservation of any minerals or mineral rights in the State of Minnesota, if any.

2. Standard form Affidavit of Seller.

C. DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING. At Closing, Buyer shall deliver the following to Seller:

- 1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.

5. **DEED/MARKETABLE TITLE.** Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a Quit Claim Deed conveying title to said Property to Buyer.

6. **POSSESSION.** Seller agrees to deliver possession not later than the date of closing. Upon written request of Buyer and Consent by Seller, Buyer may have reasonable access to the property and temporary, non-exclusive possession of it so as to take affirmative steps to prepare the property for construction or improvement of it for the benefit of Buyer. Buyer shall indemnify and hold harmless the Seller from any liability or claims arising from such construction activity initiated by the Buyer or at Buyer's direction prior to closing.

7. **COSTS AND PRORATIONS.** Seller and Buyer agree to the following prorations and allocations of costs regarding this Agreement:

A. **DEED TAX.** Seller shall pay all state deed tax regarding a Quit Claim Deed and any other documents necessary to place record title in the condition warranted and to be delivered by Seller under this Agreement.

B. **TAXES AND ASSESSMENTS.** Buyer and Seller shall pro-rate to date of closing the real estate taxes due and payable in the year of closing on the Property. Seller agrees to pay at closing any and all real estate taxes prorated to Seller. Buyer agrees to pay at closing any and all real estate taxes prorated to Buyer. Buyer shall pay the real estate taxes due and payable in the year following the year of closing and thereafter. Seller shall pay all special assessments due and payable and levied as of the date of closing. Buyer shall pay all special assessments levied on said Property after the date of closing. Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments which shall be assessed or levied against the Property subsequent to the date of this Agreement.

C. **RECORDING COSTS.** Seller shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the

cost of recording all other documents.

D. CLOSING COSTS. Seller and Buyer shall each pay one-half the costs of closing.

8. TITLE EXAMINATION/CURING TITLE DEFECTS. As soon as reasonably possible after execution of this Agreement by both parties,

A. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or to Buyer's designated title service provider; and

B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 90 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

9. DEFAULT. If the title to the Property be found marketable or be so made within said time, and Buyer shall default in any of the covenants contained in this Agreement and continue into default for a period of ten (10) days, then and in that case, Seller may terminate this Agreement and on such termination all the payments made under this Agreement shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement provided this Agreement shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

10. CONTINGENCIES. This Agreement is subject to the following contingencies:

A. APPROVAL OF CITY COUNCIL. This Agreement is contingent upon approval of this Agreement by the Faribault City Council.

11. WELL AND SEPTIC SYSTEM DISCLOSURE. The Seller certifies that Seller does not know of any wells on the described real Property. Provided however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law will be borne by the Seller. If the well is not sealed by the date of closing, Seller shall escrow a sum equal to two times the bid price from a licensed well sealing contractor to complete the sealing process. Seller shall prepare, execute and file any required well certificate at or before closing. If the Property has a septic system, Seller agrees to provide water quality test results and/or septic system certification as required by state law or local ordinance.

12. OTHER GENERAL AND SPECIAL WARRANTIES.

- A. RIGHT OF ACCESS.** Seller warrants that there is a right of access to the Property from a public right of way.
- B. MECHANIC'S LIENS.** Seller warrants that, prior to the closing date, Seller has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping, etc.) to the Property, if any.
- C. REMOVAL OF DEBRIS.** Seller agrees to remove all debris and all personal property from the Property by date Buyer takes possession of the Property.
- D. BUILDINGS.** Seller warrants that buildings, if any, are entirely within the boundary lines of the Property.
- E. NOTICES.** Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.

13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER. All of the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the closing of the transaction contemplated herein, shall not merge into any instruments or conveyance delivered at closing, or the delivery of any documents provided for herein and shall not be merged into any other agreement.

14. RISK OF LOSS. If there is any loss or damage to the Property between the date hereof and the date of closing, for any reason including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Agreement shall become null and void, at the Buyer's option, and earnest money shall be returned to Buyer. If such an event occurs, Buyer and Seller agree to sign a Cancellation of Purchase Agreement within a reasonable time after such event takes place.

15. TIME OF ESSENCE. Time is of the essence in this Agreement.

16. CLOSING DATE AND LOCATION. Upon any required approval by the City of Faribault City Council and the satisfaction of any contingencies set forth in Paragraph No. 11, this Agreement for the sale of the above described Property shall be closed upon such date as mutually agreed upon by the parties, or on December 15, 2023. The delivery of all papers and monies shall be made at the offices of the City of Faribault City Hall and/or at the offices of a closer at the choosing of the Seller. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new closing date.

17. **ADDITIONAL DOCUMENTS.** Buyer and Seller agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.
18. **NOTICES.** Any notice required or permitted to be given by any party upon the other is given in accordance with the Agreement if it is directed to the Seller by delivering it personally to the Seller; or if it is directed to the Buyer, by delivering it personally to an officer of the Buyer; or to either party if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted to either party by facsimile, copy followed by mailed notice as above required; or if deposited by either party, cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

IF TO THE SELLER:

CITY OF FARIBAULT
208 1st Avenue NW
Faribault, MN 55021
ATTN: City Administrator

AND COPY TO:

Scott J. Riggs
KENNEDY & GRAVEN, CHARTERED
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

IF TO BUYER:

David P. Yetzer and Rachel D. Yetzer

Faribault, MN 55021

AND COPY TO:

Debbie Korman
KORMAN & KORMAN, LTD.
P.O. Box 716
504 Central Avenue
Faribault, MN 55021

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the

response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.

The delivery of all papers and monies pursuant to this Agreement are to be made at the offices of the City of Faribault, 208 1st Avenue NW, Faribault, Minnesota 55021.

19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts by the parties hereto.
20. **ENTIRE AGREEMENT.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.
21. **RELEASE OF CLAIMS.** The Buyer, for itself, its attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges Seller, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, buyer consideration, execution and performance of this Agreement between the parties, except as otherwise expressly provided herein.
22. **CHOICE OF LAW AND VENUE; INTERPRETATION.** This Agreement shall be governed by, enforced 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.
23. **NO BROKER INVOLVED.** The Seller and Buyer represent and warrant to each other that there is no broker involved in this transaction with whom either has negotiated or to whom either has agreed to pay a broker commission. Buyer agrees to indemnify Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer, and Seller agrees to indemnify Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.
24. **"AS-IS" SALE; BUILDING, IMPROVEMENTS, SOIL CONDITIONS; OTHER REPRESENTATIONS.**

- A. The Buyer acknowledges that the Seller makes no representations or warranties as to the condition of the building, improvements and soils on the Property or the fitness for their intended use or any other purpose for which the Buyer may make use of the Property.
 - B. The Buyer acquires the Property "as is." After closing, the Seller shall have no obligation or liability to the Buyer for any unsuitability with respect to the soil conditions or the presence of any pollution, contamination or hazardous substances on the Property.
 - C. The Buyer's acquisition of the Property in an "as is" condition means Buyer acknowledges and agrees that the Property is being sold in an "as-is," "where-is" condition and with all faults without warranty or representation of any kind, express or implied, as to the condition, suitability, or desirability of the Property and any building or improvements contained on the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property prior to Buyer's purchase of the Property. The following personal property in an "as-is," "where-is" condition located at the Property is included in the conveyance of the Property: None.
 - D. Seller is under no obligation to provide a certificate of survey regarding the Property.
25. **CUMULATIVE RIGHTS.** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.
26. **ASSIGNMENT.** Buyer may not assign its rights and obligations under this Agreement to another entity.
27. **CAPTIONS, HEADINGS OR TITLES.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.

[The remainder of this page intentionally blank]

NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

The undersigned, owner of the above Property, does hereby approve the above Agreement and the sale thereby made.

SELLER: CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

Dated: October ____, 2023.

By: _____
Timothy C. Murray
Its: City Administrator

Dated: October ____, 2023.

The undersigned, purchaser of the above Property, does hereby approve the above Agreement and the purchase thereby made.

BUYER:

By: _____
David P. Yetzer

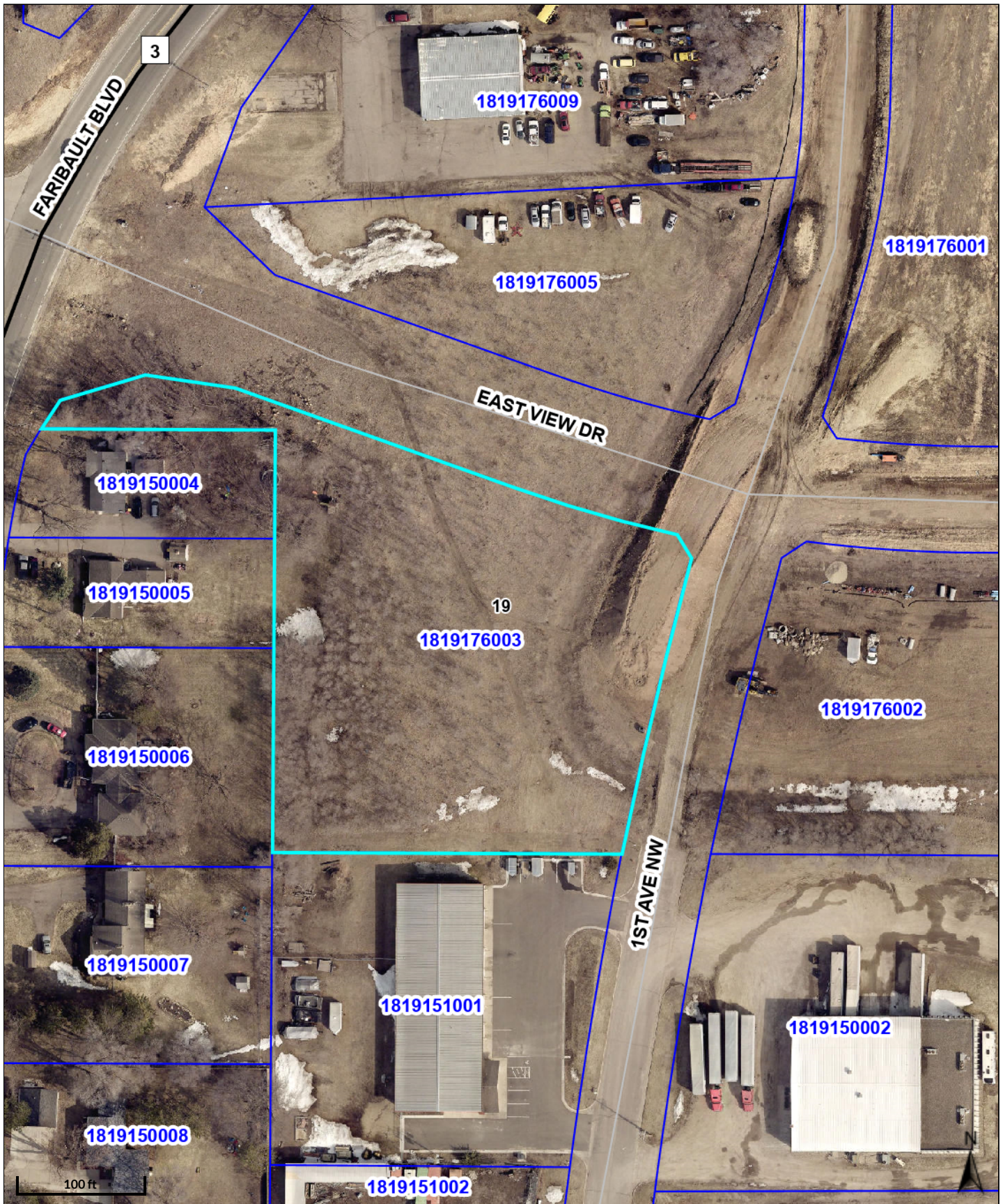
Dated: October ____, 2023

By: _____
Rachel D. Yetzer

Dated: October ____, 2023.

This instrument was drafted by:
KENNEDY & GRAVEN, CHARTERED (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Lot 1, Block 3, CANNON RIVER VIEW



CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
9 MONTHS ENDING September 30, 2023
75.00%



GENERAL FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Taxes	\$ 9,150,827	\$ 9,656,552	\$ 5,178,582	53.63%
Permit & Licenses	694,627	730,281	688,800	94.32%
Intergovernmental Revenue	8,606,802	7,311,762	4,255,741	58.20%
Charges for Services	1,632,119	1,601,335	871,314	54.41%
Fines & Forfeits	131,353	128,000	107,985	84.36%
Miscellaneous Revenue	(155,102)	179,290	474,443	264.62%
Other Sources	(0)	-	-	0.00%
Total	\$ 20,060,625	\$ 19,607,220	\$ 11,576,865	59.04%
Expenditures				
Council	\$ 455,856	\$ 408,342	\$ 322,049	78.87%
City Administration	293,500	313,108	227,367	72.62%
Communications	-	150	63,129	42085.84%
Elections	38,080	1,810	1,841	101.72%
Finance Administration	438,440	487,215	353,934	72.64%
Information Services	219,920	235,612	179,442	76.16%
Legal Services	242,618	277,230	172,487	62.22%
Personnel Administration	319,286	351,306	253,618	72.19%
Planning & Zoning	455,005	503,112	245,025	48.70%
City Hall Maintenance	171,165	170,632	128,141	75.10%
Police Administration	1,125,372	1,158,831	842,270	72.68%
Criminal Investigation	1,063,811	1,147,230	866,540	75.53%
Uniform Patrol	3,277,805	3,580,249	2,507,559	70.04%
Police Records	347,753	339,579	218,260	64.27%
Fire Administration	286,600	304,098	214,978	70.69%
Fire Suppression	1,470,568	1,490,446	1,044,011	70.05%
Code Enforcement - Inspection	569,660	594,634	365,217	61.42%
Emergency Management	5,678	6,050	3,442	56.89%
Community Services	246,791	325,001	190,223	58.53%
Public Works Administration	105,223	120,455	100,505	83.44%
Street Maintenance Projects	1,539,840	1,537,187	1,204,294	78.34%
Ice & Snow Removal	142,688	125,000	115,537	92.43%
Equipment Maintenance	317,087	286,936	218,598	76.18%
Street Lighting	301,624	314,500	210,264	66.86%
Traffic Signs & Signals	46,090	44,410	24,649	55.50%
Engineering	588,030	634,115	406,952	64.18%
Community Center Administration	655,472	689,934	463,787	67.22%
Community Center Building	588,005	607,178	434,769	71.60%
Aquatic Center	369,672	363,222	363,189	99.99%
Washington Center	73,664	72,504	42,371	58.44%
Soccer Complex	35,468	31,681	29,041	91.67%
Adult Programs	160,860	165,484	101,350	61.24%
Youth Programs	121,068	151,161	131,536	87.02%
Parks	1,107,141	1,196,282	858,416	71.76%
Library	1,170,396	1,319,832	895,211	67.83%
Miscellaneous Unallocated	201,631	264,456	99,242	37.53%
Mass Transit	-	10,000	-	0.00%
Total	\$ 18,551,866	\$ 19,628,972	\$ 13,899,245	70.81%
	1,508,759	(21,752)	(2,322,380)	
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	\$ 3,437,593	85.20%
Miscellaneous Revenue	(88,754)	117,700	193,803	164.66%
Other Sources	1,263,230	-	115,164	
Total	\$ 5,196,322	\$ 4,152,361	\$ 3,746,560	90.23%
Expenses				
Personnel Services	\$ 655,792	\$ 578,649	\$ 430,624	74.42%
Supplies	416,614	377,100	471,483	125.03%
Other Services & Charges	1,086,218	718,741	585,814	81.51%
Capital Outlay	-	5,907,078	703,351	11.91%
Debt Service	87,783	589,216	84,583	14.36%
Other Uses	90,000	90,000	67,500	75.00%
Total	\$ 2,336,406	\$ 8,260,784	\$ 2,343,355	28.37%
YTD Fund Balance Increase (Decrease)	2,859,916	(4,108,423)	1,403,205	
Depreciation	(701,453)	(1,100,000)	(825,000)	
YTD Fund Balance Increase (Decrease) with depreciation	2,158,463		578,205	

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	\$ 5,480,548	82.37%
Fines & Forfeits	-	-	16,060	
Miscellaneous Revenue	(518,431)	218,000	387,397	177.70%
Other Sources	21,268	-	7,000	
Total	\$ 6,121,671	\$ 6,871,691	\$ 5,891,004	85.73%
Expenses				
Sewer Collection				
Personnel Services	\$ 722,796	\$ 533,411	\$ 365,156	68.46%
Supplies	70,837	71,375	64,370	90.19%
Other Services & Charges	272,974	303,532	181,122	59.67%
Capital Outlay	-	3,488,206	131,045	3.76%
Other Uses	105,000	105,000	78,750	75.00%
Water Reclamation Plant				
Personnel Services	998,153	1,004,730	717,855	71.45%
Supplies	350,463	446,957	442,204	98.94%
Other Services & Charges	1,140,281	1,200,556	737,375	61.42%
Capital Outlay	-	604,352	32,831	5.43%
Debt Service	261,899	1,496,944	241,944	16.16%
Other Uses	105,000	105,000	78,750	75.00%
Total	\$ 4,027,404	\$ 9,360,063	\$ 3,071,403	32.81%
YTD Fund Balance Increase (Decrease)	2,094,267	(2,488,372)	2,819,601	
Depreciation	(1,728,670)	(1,725,000)	(1,293,750)	
YTD Fund Balance Increase (Decrease) with depreciation	365,597		1,525,851	

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	\$ 1,179,732	80.37%
Miscellaneous Revenue	206,627	73,167	96,329	131.66%
Intergovernmental	-	-	28,000	0.00%
Total	\$ 1,605,723	\$ 1,541,076	\$ 1,304,061	84.62%
Expenses				
Personnel Services	\$ 271,004	\$ 258,625	\$ 175,151	67.72%
Supplies	26,378	37,550	10,481	27.91%
Other Services & Charges	167,898	211,884	149,368	70.50%
Capital Outlay	-	3,116,200	82,100	2.63%
Other Uses	-	-	-	
Total	\$ 465,279	\$ 3,624,259	\$ 417,100	11.51%
YTD Fund Balance Increase (Decrease)	1,140,444	(2,083,183)	886,961	
Depreciation	(328,265)	(330,000)	(247,500)	
YTD Fund Balance Increase (Decrease) with depreciation	812,180		639,461	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
9 MONTHS ENDING September 30, 2023
75.00%



CASH AND INVESTMENTS					
101	General Fund	9,052,165			Average interest Rate
	Fire Insurance Escrow	148,353	Wells Fargo	233,422	0.00%
210	Charitable Gambling Board	54,050	4M Fund	119,086	5.34%
211	City Rental Property Mgmt	103,051	State Bank of Faribault	1,488,844	5.55%
215	Public Safety Programs	21,127	Citizens Community Federal	4,784,603	5.58%
217	Library Estate Donation	2,973,371	RBC	33,323,595	2.08%
225	Airport	581,224	Oppenheimer	9,439,872	3.29%
239	Tax Abatements	-		<u>\$ 49,389,422</u>	
240	Community Development	106,628			
241	Public Housing	246,491			
	Security Deposits Escrow	22,616			
243	Industrial Development Loan	270,039	Petty cash (on hand)	1,145	
244	Rental Housing Rehabilitation	196,305	Escrow Accounts	185,626	1.89%
247	SCDP Revolving Loans	379,777		<u>\$ 186,771</u>	
248	Federal MIF Loans	650,562			
249	Minnesota Investment Fund	14,619			
254	CRV Rehabilitation Program	59,367			
263-272	TIF Districts	207,422			
280	Faribault HRA	806,294	TOTAL CASH	<u>\$ 49,576,193</u>	
290	Economic Development Authority	1,263,476			
292	EDA Revolving Fund	416,427			
344-349	Debt Service Funds	2,648,575			
401	Street Improvement Projects	978,237			
404	Park Land Dedication	529,962			
431	Capital Replacement Fund	1,360,292			
437	Public Facility Projects	677,613			
601	Water Fund	6,531,932			
602	Sewer Fund	13,269,341			
603	Storm Water Fund	4,285,478			
704	Worker's Compensation	297,155			
705	Property Liability Reserve	190,580			
873	Roberds Lake Sewer District	9,997			
897	Elderly Housing Corporation	472,924			
898	Robinwood Manor	736,085			
	Escrow Account	14,657			
	Total	<u>\$ 49,576,193</u>			