CITY COUNCIL AGENDA

COUNCIL CHAMBERS	TUESDAY, NOVEMBER 14, 2023	6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Presentations/Introductions – None**
3. **Approve minutes of the October 24, 2023 City Council Meeting and the October 24, 2023 Special City Council Meeting (Closed Session)**
   A. Approve minutes of the October 24, 2023 City Council Meeting and the October 24, 2023 Special City Council Meeting (Closed Session)
4. **Consent Agenda**
   A. List of Claims for Release
   B. Approve Release Agreements - Early Voluntary Retirement
   C. Approve Restructuring of Boards and Commissions
      1. Resolution 2023-197 Rescind and Replace Resolution 2003-225 Formation of the Tommy Allen Youth Endowment Fund
      2. Resolution 2023-198 Rescind and Replace Resolution 2003-226 Formation of the Faribault Children's Fund
      3. Resolution 2023-199 Rescind and Replace Resolution 86-201 Formation of the Peter K. Smith Fund
   D. Resolution 2023-205 Accept Donations to the Parks and Recreation Department
   E. Resolution 2023-206 Approve Appointment of Board and Commission Member
   F. Approve Purchase of Fire Apparatus Chassis
   G. Approve Water Crossing License with Minnesota Department of Natural Resources
   H. Approve Change Order No. 3 for Airfield Lighting Improvement Project at Municipal Airport
   I. Resolution 2023-207 Approve 2024 Tobacco License Renewals
   J. Resolution 2023-208 Approve 2024 Off-Sale Liquor License Renewals
   K. Resolution 2023-209 Approve 2024 Club/Sunday Liquor License Renewals
   L. Resolution 2023-210 Approve 2024 Low Volume/Sunday Liquor License Renewal
   M. Resolution 2023-211 Approve 2024 Off-Sale Malt Liquor License Renewals
   N. Resolution 2023-212 Approve 2024 Restaurant On-Sale/Sunday Liquor License Renewals
   O. Resolution 2023-213 Approve 2024 On-Sale Theater Wine and Malt Liquor License Renewal
   P. Resolution 2023-214 Approve 2024 On-Sale Wine and 3.2% Malt Liquor License Renewals
   Q. Resolution 2023-215 Approve 2024 Liquor License for 10,000 Drops Craft Distillers LLC
   R. Resolution 2023-216 Approve 2024 Convention Center On-Sale and Sunday Liquor License Renewals
   S. Resolution 2023-217 Approve Pawnbrokers License Renewal for Pawn Minnesota
   T. Approve Grant-Funded Purchase of Flock Safety Cameras

U. Resolution 2023-222 Authorize Budget Adjustment for the Purchase of Cameras for the Wastewater Plant, Well Houses, and Water Plants/Towers

V. Resolution 2023-223 Designating Municipal State Aid Streets

W. Approve Letter of Understanding with Faribault Ice Arena Association

X. Resolution 2023-221 Approve the Purchase of Utility Task Vehicles (UTVs) for Police and Fire Utilizing Public Safety Aid Funds

Y. Resolution 2023-224 Authorize Execution of a Minor Subdivision Agreement with DIC Holdings LLC at 316, 318, 320, 322, and 324 Central Avenue

Z. Resolution 2023-225 Approve Street Closures for Winterfest Celebration

AA. Approve Memorandum of Understanding with Firefighters Local 665

BB. Resolution 2023-226 Approve Tobacco License for Mainstreet Tobacco and Vape Outlet

5. Requests to be Heard

6. Public Hearings – None

7. Items for Discussion

A. Resolution 2023-220 Repeal and Replace Resolution 2010-122 related to the Preliminary and Final Plat Approval of Lyndale Commons

B. Resolution 2023-218 Order Improvements, Approve Plans and Specifications and Set Bid Date for Riverchase Regional Stormwater Improvements Project - Contract 2022-14

C. Ordinance 2023-22 Authorizing Disposal by Sale of Real Property owned by City Identified as LOT 1, BLOCK 3, CANNON RIVER VIEW (First Reading)

8. Bids

A. Resolution 2023-219 Accept Bids for 2023 Trunk Highway 3 Sanitary Sewer Improvements Project - Contract 2023-08

9. Boards and Commissions Reports, Announcements and Project Updates

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC **Closed Captioning of Council meetings available on FCTV.**

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

CITY COUNCIL MINUTES

COUNCIL CHAMBERS	TUESDAY, OCTOBER 24, 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, Public Works Director Travis Block, Human Resources Director Kevin Bushard and Finance Director Jeanne Schmuck.

Presentations/Introductions – None

Approve minutes of October 10, 2023 City Council Meeting and the October 17, 2023 Special City Council Meeting (Closed Session)
Motion by Spooner, seconded by van Sluis to approve minutes of October 10, 2023 City Council Meeting and the October 17, 2023 Special City Council Meeting (Closed Session) and carried unanimously.

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

Councilor Thiele requested that item 4 P. Denial of Appeal to Waive Recovery Charges for Storm Water Utility for further discussion.

Motion by Ross, seconded by Caron to approve Consent Agenda Items 4A.-4O. and 4Q.-4T. and carried unanimously.

Denial of Appeal to Waive Recovery Charges for Storm Water Utility
Councilor Thiele requested that this item be tabled and moved to a work session for further discussion as he did not agree with the denying the appeal since it was the City's error.

Motion by Thiele, seconded by Doumbouya to table Consent Agenda item 4P. Denial of Appeal to Waive Recovery Charges for Storm Water Utility. The motion was carried 4:3 with Councilors Caron, Ross and Spooner voting nay.

Councilor Spooner felt that the Council could discuss the item at the meeting since it was a light agenda. City Administrator Tim Murray explained that the appealing party is planning to appeal the terms of the payment plan, so this will be coming back to discuss at a future work session for discussion.

Staff will bring this item to a future work session for further discussion.

Requests to be Heard – None

Public Hearings – None

Items for Discussion - None

Bids - None

Boards and Commissions Reports, Announcements and Project Updates
The Monthly Financial Report was provided as part of the meeting materials.
Councilor Spooner asked if the Council would be interested in putting together a tree for the Festival of Trees, the Council was in support of this.
Councilor Ross stated that there are numerous "trunk or treat" events throughout the weekend.
City Administrator Murray reminded the Council that there will be no meeting on October 31 and the employee appreciation lunch will be on Thursday at noon at the Public Works building.

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

The meeting was adjourned at 6:08 pm.

Respectfully Submitted,

_____
Heather Slechta
City Clerk

SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM TUESDAY, OCTOBER 24, 2023

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:11 pm. Councilors in attendance included Sara Caron, Royal Ross, Adama Doumbouya, Peter van Sluis, Tom Spooner, and Chuck Thiele. Also in attendance was City Administrator Tim Murray, Public Works Director Travis Block and City Attorney Scott Riggs.

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 confidential attorney-client communications and litigation strategy related to a pending litigation matter and to discuss the City's options as to participation in a multidistrict lawsuit class settlement entitled: In RE: Aqueous Film Forming Foams Products Liability Litigation; United States District Court, District of South Carolina – Charleston Division; MDL No. 2:18-mn-2873-RMB; Case No. 2:23-cv-03147-RMG.

The city attorney was present to discuss the status of this dispute, potential settlement proposals and options for the City Council moving forward. The need for confidentiality outweighs the purposes of the open meeting law because our attorney intends to candidly discuss the City's position, its options, and potential strategies related to this active dispute and potential settlement.

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

The meeting was closed at 6:12 pm.

Motion by Spooner, seconded by Doumbouya to authorize staff and the city attorney to engage Lockridge law firm to represent the City and carried unanimously.

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

The meeting was opened at 6:29 pm.

The Council discussed confidential attorney-client communications and litigation strategy related to a litigation settlement entitled: In RE: Aqueous Film Forming Foams Products Liability Litigation; United States District Court, District of South Carolina – Charleston Division; MDL No. 2:18-mn-2873-RMB; Case No. 2:23-cv-03147-RMG and engaging Lockridge Firm to represent the City.

Adjournment

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

Meeting adjourned at 6:29 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:	November 14, 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 $1,429,585.84, which includes check numbers 179076 to 179195 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. 11-14-2023 Council AP List

AP
AP Council Approval 11-14-2023

User: astadler
Printed: 11/9/2023 11:22:15 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	5,489.24	October Electrical Inspections
	5 Star Inspections Inc		5,489.24	
179092	Airtex Manufacturing LLLP	602-49480-000-42210	175.16	Rooftop Heater Pilot
	Airtex Manufacturing LLLP		175.16	
179093	Amazon Capital Services	101-45500-450-42190	27.90	Book
179093	Amazon Capital Services	101-45500-450-42190	85.41	Books
179093	Amazon Capital Services	101-45130-450-42110	203.64	Central Park Christmas Tree Display Supplies
179093	Amazon Capital Services	101-45500-450-43130	61.41	Games
179093	Amazon Capital Services	101-41580-410-42010	41.98	ID Badge Reels
179093	Amazon Capital Services	101-45500-450-43130	16.82	Board Game
179093	Amazon Capital Services	603-49500-000-42210	124.49	Honda Generator Switch Assembly
179093	Amazon Capital Services	101-45500-450-42010	46.88	Labeler Tape/Door Stoppers
179093	Amazon Capital Services	101-45500-450-42190	76.83	Books
179093	Amazon Capital Services	101-42700-420-42410	267.58	Flashlights (2)
179093	Amazon Capital Services	101-41510-410-42110	32.98	Power Strip/Surge Protector
179093	Amazon Capital Services	101-42220-420-42110	92.58	Batteries
179093	Amazon Capital Services	101-45500-450-43130	36.88	Paper for Take-N-Makes
179093	Amazon Capital Services	602-49450-000-42110	4.66	Batteries - Cleaning Brush
179093	Amazon Capital Services	101-43121-430-42110	128.97	Snow Stakes-Driveway Markers
179093	Amazon Capital Services	602-49450-000-42110	4.66	Batteries - Cleaning Brush
179093	Amazon Capital Services	603-49500-000-42110	0.66	Batteries - Cleaning Brush
179093	Amazon Capital Services	101-43121-430-42110	44.79	Batteries - Cleaning Brush
179093	Amazon Capital Services	101-45500-450-42410	21.94	3D Printer Tools
179093	Amazon Capital Services	101-45500-450-42190	47.85	Books
179093	Amazon Capital Services	101-42220-420-42110	30.97	Batteries
179093	Amazon Capital Services	101-45500-450-42190	146.22	Books
179093	Amazon Capital Services	101-45500-450-42010	12.99	3D Printing Tools
179093	Amazon Capital Services	101-42220-420-42110	37.72	Wood Glue
179093	Amazon Capital Services	101-45500-450-43130	24.99	3D Printer Filament

KEY: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179093	Amazon Capital Services	101-45500-450-42190	38.98	Books
	Amazon Capital Services		1,660.78	
0	APG Media of Southern Minnesota LLC	101-43121-430-43430	154.55	Seasonal Bid Ad
0	APG Media of Southern Minnesota LLC	601-49430-000-43430	16.08	Seasonal Bid Ad
0	APG Media of Southern Minnesota LLC	602-49450-000-43430	16.08	Seasonal Bid Ad
0	APG Media of Southern Minnesota LLC	603-49500-000-43430	2.29	Seasonal Bid Ad
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	131.39	Jandro/Vinar Public Notice for Lyndale Commons
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	311.30	City Council Meeting Notices
	APG Media of Southern Minnesota LLC		631.69	
179094	Aspen Mills	101-42121-420-42180	150.75	Uniform Pants & Shirt / M Shuda
179094	Aspen Mills	101-42123-420-42180	434.52	Under Vest Shirts / Stock
179094	Aspen Mills	101-42123-420-42180	109.90	Under Vest Shirt / B Johns
179094	Aspen Mills	101-42123-420-42180	180.85	Uniform Pants - Under Vest Shirt / N Vikla
179094	Aspen Mills	101-42123-420-42180	84.98	Mock Shirt / T Larson
	Aspen Mills		961.00	
0	Auto Value Parts Store	101-43121-430-42210	67.98	Hydraulic Filter - Street #317
0	Auto Value Parts Store	101-42220-420-42210	326.98	Fuel Tank #2130
0	Auto Value Parts Store	101-42220-420-42210	28.99	Fuel Tank Vent #2130
0	Auto Value Parts Store	101-42220-420-42210	15.99	Fuel Pump Parts #2130
0	Auto Value Parts Store	101-42220-420-42210	8.99	Plastic Bonder Syringe
0	Auto Value Parts Store	101-42220-420-42210	-28.99	Fuel Tank Vent #2130 Credit
0	Auto Value Parts Store	101-43121-430-42210	53.99	Lamp Assembly - Street #619
0	Auto Value Parts Store	101-45200-450-42210	-18.00	Battery Core
0	Auto Value Parts Store	101-45200-450-42210	158.99	Battery
0	Auto Value Parts Store	101-43121-430-42210	170.99	Battery - Street #106
0	Auto Value Parts Store	101-43121-430-42210	-18.00	Battery Core Credit - Street #106
0	Auto Value Parts Store	603-49500-000-42210	37.99	Work Light Unit 5
	Auto Value Parts Store		805.90	
179095	Baker & Taylor Entertainment	101-45500-450-42190	172.08	Books
179095	Baker & Taylor Entertainment	101-45500-450-42190	99.34	Books
179095	Baker & Taylor Entertainment	101-45500-450-42190	107.95	Books
179095	Baker & Taylor Entertainment	101-45500-450-42190	55.87	Books
179095	Baker & Taylor Entertainment	101-45500-450-42190	33.68	Books
179095	Baker & Taylor Entertainment	101-45500-450-42190	359.56	Books
179095	Baker & Taylor Entertainment	101-45500-450-42190	361.22	Books

Check Numb	Last Name	Acct 1	Amount	Description
179095	Baker & Taylor Entertainment	101-45500-450-42190	120.83	Books
	Baker & Taylor Entertainment		1,310.53	
179096	Batteries Plus LLC	602-49480-000-42210	160.74	Blower Batteries
	Batteries Plus LLC		160.74	
179097	Becker Thomas	101-00000-000-20810	2.48	Refund - Sales Tax
179097	Becker Thomas	101-00000-000-20816	0.18	Refund - Rice County Tax
179097	Becker Thomas	101-00000-450-34793	36.00	Refund - Fitness Membership
	Becker Thomas		38.66	
179098	Bell Donald A	601-00000-000-20200	3.69	Refund Check 008986-000, 2135 Kennedy Dr
	Bell Donald A		3.69	
0	BG Minnesota Inc	602-49450-000-42210	35.68	Transmission Service Kits - ERG Service Kit - DFC Plus
0	BG Minnesota Inc	601-49430-000-42210	35.68	Transmission Service Kits - ERG Service Kit - DFC Plus
0	BG Minnesota Inc	101-42123-420-42210	23.79	Transmission Service Kits - ERG Service Kit - DFC Plus
0	BG Minnesota Inc	101-43121-430-42210	95.15	Transmission Service Kits - ERG Service Kit - DFC Plus
0	BG Minnesota Inc	101-45200-450-42210	47.57	Transmission Service Kits - ERG Service Kit - DFC Plus
0	BG Minnesota Inc	101-43121-430-42130	1,670.48	Transmission Fluid & Diesel Fuel Additive-Stock
0	BG Minnesota Inc	602-49450-000-42130	626.43	Transmission Fluid & Diesel Fuel Additive-Stock
0	BG Minnesota Inc	101-42123-420-42130	417.62	Transmission Fluid & Diesel Fuel Additive-Stock
0	BG Minnesota Inc	601-49430-000-42130	626.43	Transmission Fluid & Diesel Fuel Additive-Stock
0	BG Minnesota Inc	101-45200-450-42130	835.24	Transmission Fluid & Diesel Fuel Additive-Stock
	BG Minnesota Inc		4,414.07	
0	BHE Renewables	602-49480-000-43810	11,168.50	Solar Energy - September
	BHE Renewables		11,168.50	
179099	Braun Intertec Corporation	601-49430-000-45300	1,220.00	(2019-12A) Materials Testing
	Braun Intertec Corporation		1,220.00	
179083	c/o Teledoc Inc Healthiest You	101-00000-000-21707	1,030.00	Healthiest You - November 2023
	c/o Teledoc Inc Healthiest You		1,030.00	

KEY: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
0	Cardmember Service	215-42123-420-42410	1,349.99	John Write Associates / Truck Bed Box #12
0	Cardmember Service	101-42210-420-43090	1,050.00	HON Analytics - PosiChek Calibration
0	Cardmember Service	101-45110-450-43310	452.01	Crown Plaza-Lodging MRPA Conference
0	Cardmember Service	101-45130-450-42110	-44.52	Refund - Return Tax on Dumbbells
0	Cardmember Service	101-42210-420-42120	47.13	Cenex - AMEM Conference Fuel
0	Cardmember Service	240-46210-460-43130	125.00	State Historic Preservation Comm-Hughey HPC Conf.
0	Cardmember Service	101-42110-420-43095	15.99	ZOOM
0	Cardmember Service	101-42210-420-43310	271.16	AmericInn - AMEM Conference Lodging
0	Cardmember Service	101-42210-420-43310	148.00	Breezy Point Resort - AMEM Conference Meals
0	Cardmember Service	101-45500-450-43140	429.00	Homeless Training
0	Cardmember Service	101-42700-420-42030	134.00	Faribault Print Shop: Propety Receipts
0	Cardmember Service	101-45500-450-44330	499.00	Amazon-Prime Membership
0	Cardmember Service	101-42220-420-43130	250.00	Wristband.com-Halloween Wristbands
0	Cardmember Service	101-41800-410-42030	654.50	Labor Law-Posters
0	Cardmember Service	101-41110-410-43310	191.14	Hilton Garden Inn - Mayor Voracek
0	Cardmember Service	101-45110-450-44330	15.99	Zoom Subscription
0	Cardmember Service	101-45110-450-43095	162.86	Sling Software
0	Cardmember Service	101-42124-420-43140	50.00	BCA: Crime Reporting / E Glende
0	Cardmember Service	101-45110-450-43310	150.67	Crown Plaza-Lodging MRPA Conference
0	Cardmember Service	101-41580-410-43095	383.58	Network Solutions/Atera/DynDNS/Webroot Subscriptions
0	Cardmember Service	101-42110-420-43310	105.00	Parking
0	Cardmember Service	101-45110-450-43430	2.00	Facebook-Comm.Center Open House Event Advertising
0	Cardmember Service	101-42220-420-43140	900.00	Marie Ridgeway - Peer Support Training for DeGrood
0	Cardmember Service	101-42110-420-42030	47.00	MN Chiefs of Police Association / Gun Permits
0	Cardmember Service	101-41350-410-43140	30.00	League of MN Cities-Online-Creating a Better Story
0	Cardmember Service	101-41800-410-42115	55.46	Joes Sports Cafe-Community & Economic Dev. Meeting
0	Cardmember Service	101-41320-410-43220	22.80	USPS - Postage
0	Cardmember Service	101-42124-420-43140	50.00	BCA: Crime Reporting / E Braun
0	Cardmember Service	101-45110-450-42115	20.65	James Gang Coffee - Coffee for Meeting
0	Cardmember Service	101-42210-420-42115	128.50	Godfathers - Lunch for Josh Going Away
0	Cardmember Service	101-41350-410-43140	150.00	Minnesota Assoc of Gov Communicators Fall Conference
0	Cardmember Service	101-42110-420-44330	5.00	Reconyx
0	Cardmember Service	101-45110-450-44330	18.24	Spotify Subscription
	Cardmember Service		7,870.15	
179100	Cargill Incorporated	101-43125-430-42160	5,316.33	Clearlane Salt
179100	Cargill Incorporated	101-43125-430-42160	2,749.64	Clearlane Salt
179100	Cargill Incorporated	101-43125-430-42160	5,426.32	Clearlane Salt
	Cargill Incorporated		13,492.29	
179101	Cengage Learning Inc	101-45500-450-42190	40.00	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Cengage Learning Inc		40.00	
179102	CenturyLink	225-49810-430-43210	64.15	507-334-3495 952 Airport
179102	CenturyLink	101-42210-420-43210	137.30	507-334-0486 496
179102	CenturyLink	225-49810-430-43210	64.15	507-334-7494 946 Airport
179102	CenturyLink	101-41940-410-43210	64.15	507-334-8409 948
179102	CenturyLink	101-41940-410-43210	325.00	City Hall - November
179102	CenturyLink	902-00000-000-23935	329.75	507 Z01-0018 863 Monthly Phone Bill
179102	CenturyLink	902-00000-000-23935	-329.75	507 Z01-0018 863 Monthly Phone Bill
179103	CenturyLink	101-41940-410-43210	13.14	Monthly Phone Bill - October
	CenturyLink		667.89	
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	101-43121-430-42110	43.67	Terry Towels - Disposable Towels
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	601-49430-000-42110	4.55	Terry Towels - Disposable Towels
0	Cintas Corporation	101-43126-430-44060	29.33	Shop Towels - Dust Mop
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	602-49450-000-42110	4.55	Terry Towels - Disposable Towels
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	603-49500-000-42110	0.64	Terry Towels - Disposable Towels
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry Services
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels/Floor Mats
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Service - Mops
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	24.40	Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
	Cintas Corporation		660.74	
179076	City of Faribault	101-00000-000-11500	41.67	PR Batch 00521.10.2023 Miscellaneous
179084	City of Faribault	101-00000-000-11500	41.67	PR Batch 00522.11.2023 Miscellaneous
	City of Faribault		83.34	
179104	City of Northfield	101-42123-420-43090	5,437.93	TZD - 4th Quarter
	City of Northfield		5,437.93	
0	CivicPlus	101-41110-410-43090	14.41	Closed Captioning - City Council Meetings
	CivicPlus		14.41	
179105	Clean Choice Energy	101-45200-450-43810	32.45	303510224520 3rd St NW (Central Pk Bandstand)
179105	Clean Choice Energy	902-00000-000-23935	-6,639.97	Solar Bill - September
179105	Clean Choice Energy	101-45200-450-43810	15.62	303239611330 9th Ave SW Sr High Tennis Cts
179105	Clean Choice Energy	101-42210-420-43810	1,024.43	302527702122 2nd St NW (Fire Hall)
179105	Clean Choice Energy	101-45200-450-43810	758.41	3025764661815 Alexander Dr
179105	Clean Choice Energy	902-00000-000-23935	6,639.97	Solar Bill - September
179105	Clean Choice Energy	101-43160-430-43810	377.24	302767481210 3 St NE St Light
179105	Clean Choice Energy	101-45126-450-43810	610.23	303373970117 Shumway Ave
179105	Clean Choice Energy	602-49450-000-43810	13.66	303203605319 Lind St Lift Station
179105	Clean Choice Energy	601-49430-000-43810	3,807.93	302969048350 Alexander Park Well #6
	Clean Choice Energy		6,639.97	
179085	Colonial Life	101-00000-000-21711	80.00	PR Batch 00522.11.2023 Short Term Disability
	Colonial Life		80.00	
179106	Community Co-op Oil Assn	101-43126-430-42110	27.00	Propane Cylinder Exchange
179106	Community Co-op Oil Assn	101-45200-450-44040	13.00	Tire Repair
179106	Community Co-op Oil Assn	101-43121-430-42120	13.00	Fuel for Blower
179106	Community Co-op Oil Assn	101-45200-450-44040	225.00	Tractor Tire Tube/Repair
179106	Community Co-op Oil Assn	101-45200-450-42220	638.08	Truck Tires
179106	Community Co-op Oil Assn	101-45200-450-42220	698.08	Truck Tires
179106	Community Co-op Oil Assn	101-43121-430-42120	12.45	Fuel for Blower
179106	Community Co-op Oil Assn	101-42220-420-44040	480.00	Mount and Balance Tires #2155

Check Numb	Last Name	Acct 1	Amount	Description
179106	Community Co-op Oil Assn	603-49500-000-42120	32.80	Non Oxy Fuel
179106	Community Co-op Oil Assn	101-43121-430-44040	50.95	Tire Repair - Street #122
179106	Community Co-op Oil Assn	602-49480-000-42130	5.85	Grease
179106	Community Co-op Oil Assn	101-42400-420-44040	25.00	Tire Repair
	Community Co-op Oil Assn		2,221.21	
179082	Consolidated Communications	101-41110-410-43250	12.78	Council Chambers TV Services
179082	Consolidated Communications	601-49430-000-43250	69.20	Water Plant DSL w/Static IP
	Consolidated Communications		81.98	
179107	Core & Main LP	601-49430-000-43090	34,540.00	MXU Radio Changeout Services
	Core & Main LP		34,540.00	
0	Crane Creek Asphalt	101-43121-430-42240	400.00	Tack
0	Crane Creek Asphalt	601-49430-000-42240	5,682.08	Asphalt
0	Crane Creek Asphalt	101-43121-430-42240	900.00	Tack
0	Crane Creek Asphalt	601-49430-000-42240	140.43	Asphalt Patch 10th Ave SE at Willow Watermain Break
0	Crane Creek Asphalt	601-49430-000-42240	2,133.73	Asphalt Patch 10th Ave SE at Division Watermain Break
	Crane Creek Asphalt		9,256.24	
0	Culligan	101-45500-450-44160	40.50	Drinking Water Equipment Rental
	Culligan		40.50	
0	Dakota Supply Group	601-49430-000-42110	4,510.64	Water Distribution Parts
	Dakota Supply Group		4,510.64	
179108	Department of Human Services	101-45200-450-43090	1,564.00	State Crew Services Parks & Trails
179108	Department of Human Services	101-45127-450-43090	348.50	State Crew Services Soccer Complex
	Department of Human Services		1,912.50	
179109	DJ Medin Architects Inc	437-45500-450-45300	369.00	Outside Front Stairs
179109	DJ Medin Architects Inc	437-45500-450-45300	187.50	Outside Front Stairs
	DJ Medin Architects Inc		556.50	
179110	Domeier Steve	603-00000-000-20200	3.86	Refund Check 010581-000, 2010 4 St NW

Check Numb	Last Name	Acct 1	Amount	Description
179110	Domeier Steve	602-00000-000-20200	0.22	Refund Check 010581-000, 2010 4 St NW
179110	Domeier Steve	602-00000-000-20200	5.16	Refund Check 010581-000, 2010 4 St NW
179110	Domeier Steve	601-00000-000-20200	33.40	Refund Check 010581-000, 2010 4 St NW
179110	Domeier Steve	601-00000-000-20200	0.42	Refund Check 010581-000, 2010 4 St NW
179110	Domeier Steve	601-00000-000-20200	0.12	Refund Check 010581-000, 2010 4 St NW
	Domeier Steve		43.18	
179111	Donohue & Associates Inc	602-49480-000-43030	9,977.50	Engineering Master Plan WWTP
179111	Donohue & Associates Inc	602-49480-000-43030	635.00	Engineering Master Plan WWTP
	Donohue & Associates Inc		10,612.50	
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	488.65	Lanier IM C2500 Copier
0	E O Johnson Company Inc-Dallas	101-45110-450-44160	257.05	Copier Lease 10/26/23 - 11/25/23
	E O Johnson Company Inc-Dallas		745.70	
179112	Eliason Arlene	601-00000-000-20200	33.97	Refund Check 018360-000, 1156 5 Ave SW
	Eliason Arlene		33.97	
179113	Emergency Apparatus Maintenance Inc	101-42220-420-42210	271.72	Pump Switch #2155
179113	Emergency Apparatus Maintenance Inc	101-42220-420-42210	26.44	Couplings for Chain to Panel Hook-Up
179113	Emergency Apparatus Maintenance Inc	101-42220-420-42210	462.74	ROM Switch Kit #2110
	Emergency Apparatus Maintenance Inc		760.90	
179114	Emergency Automotive Technologies Inc	101-42110-420-42410	-556.90	Return of Parts / #22
179114	Emergency Automotive Technologies Inc	101-42110-420-42410	3,428.84	Buildout / #22
	Emergency Automotive Technologies Inc		2,871.94	
0	Empower Retirement-HCSP	101-00000-000-21720	1,558.70	PR Batch 00521.10.2023 Health Care Savings Plan 357
0	Empower Retirement-HCSP	101-00000-000-21720	3,484.54	PR Batch 00521.10.2023 Health Care Savings Plan
0	Empower Retirement-HCSP	101-00000-000-21720	1,621.91	PR Batch 00522.11.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		6,665.15	
179115	Environmental Equipment & Service	101-43121-430-42210	219.00	Suction Tube Liner/Fasteners/Urethane - Street #317
	Environmental Equipment & Service		219.00	

Check Numb	Last Name	Acct 1	Amount	Description
179116	Fareway Stores Inc #126	101-41800-410-44382	65.28	Employee Recognition - Soda
179116	Fareway Stores Inc #126	101-42110-420-42115	5.99	Ice for Department Meeting
179116	Fareway Stores Inc #126	101-42110-420-42115	36.45	Water & Soda for Department Meeting
	Fareway Stores Inc #126		107.72	
179117	Faribault Ace Hardware	101-45200-450-42110	1.79	Plumbing Nipple
179117	Faribault Ace Hardware	101-42220-420-42110	8.09	Electrical Tape
179117	Faribault Ace Hardware	101-42220-420-42210	2.70	Nuts & Bolts
179117	Faribault Ace Hardware	101-42220-420-42210	1.80	Nuts & Bolts
179117	Faribault Ace Hardware	601-49430-000-42110	17.08	Tape and Painters Supplies
179117	Faribault Ace Hardware	602-49480-000-42110	44.15	Cleaning Supplies
179117	Faribault Ace Hardware	602-49480-000-42110	51.26	Degreaser/Polisher/Mop Head
179117	Faribault Ace Hardware	101-45122-450-42110	49.58	Broom - Trash Bags - Cleaner
179117	Faribault Ace Hardware	101-42220-420-42110	20.68	Bottle Brush / Nozzle
179117	Faribault Ace Hardware	602-49480-000-42110	34.64	Bolts
179117	Faribault Ace Hardware	101-43170-430-42110	17.98	Utility Knife
179117	Faribault Ace Hardware	101-45500-450-42410	62.97	Snow Shovels
179117	Faribault Ace Hardware	602-49480-000-42110	53.95	Toilet Bowl Cleaner/Delimer
179117	Faribault Ace Hardware	101-43121-430-42110	2.29	Fasteners
179117	Faribault Ace Hardware	602-49480-000-42110	24.27	Plumbing Parts
179117	Faribault Ace Hardware	101-43126-430-42110	6.00	Fasteners
179117	Faribault Ace Hardware	602-49480-000-42110	34.69	Drill Bits/Toilet Bowl Cleaner/Insect Spray
	Faribault Ace Hardware		433.92	
179118	Faribault Area Chamber of Commerce	101-41110-410-44384	16,084.61	Lodging Tax - September
	Faribault Area Chamber of Commerce		16,084.61	
179119	Faribault Daily News	101-00000-000-15500	245.95	FDN-1097 Subscription 1/3/24-1/3/25
	Faribault Daily News		245.95	
0	Faribault Fleet Supply Inc	101-45200-450-42210	218.34	Receiver Hitch/Ball/Clevis
0	Faribault Fleet Supply Inc	601-49430-000-42110	44.57	Tarp Strap and Storage Bin
0	Faribault Fleet Supply Inc	101-43170-430-42110	81.84	Batteries for Flashers
0	Faribault Fleet Supply Inc	602-49450-000-42110	11.00	Screws
0	Faribault Fleet Supply Inc	601-49430-000-42110	23.77	Ball Valve Nipple Paint Mixer
0	Faribault Fleet Supply Inc	602-49450-000-42110	19.14	Cutting Wheel
0	Faribault Fleet Supply Inc	101-45200-450-42110	3.99	Waste Basket
0	Faribault Fleet Supply Inc	602-49450-000-42410	89.43	Small Tools for Truck 2
0	Faribault Fleet Supply Inc	602-49450-000-42110	34.57	Plumbing Supplies- Adapters/Couplers

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	603-49500-000-42210	28.99	Trailer Hitch Unit 5
	Faribault Fleet Supply Inc		555.64	
179120	Faribault Post Office	101-45110-450-43220	2,398.28	Postage for Buckham Bulletin
	Faribault Post Office		2,398.28	
179121	Faribault Rental Equipment Inc	101-45200-450-44160	243.00	Concrete Planer Rental
	Faribault Rental Equipment Inc		243.00	
0	Faribo Air Conditioning & Heating Inc	601-49430-000-45200	16,589.00	Mini Split Air Conditioner Old WTP
	Faribo Air Conditioning & Heating Inc		16,589.00	
179122	Faribo Powder Coating LLC	101-45200-450-43090	150.00	Powder Coating
	Faribo Powder Coating LLC		150.00	
0	Fastenal Company	101-43170-430-42110	4.03	Bolts
0	Fastenal Company	101-43121-430-42170	40.39	Safety Glasses
	Fastenal Company		44.42	
179123	Ferguson Waterworks #2518	601-49430-000-42410	41.70	Replacement Drill Chuck
	Ferguson Waterworks #2518		41.70	
0	Fette Electronics Inc	101-45200-450-43090	104.99	Flash Drives & Video Transfer - Wapacuta Park
	Fette Electronics Inc		104.99	
179124	Fieldstone Family Homes, Inc.	601-00000-000-20200	237.84	Refund Check 022611-008, 2416 14 St NE
	Fieldstone Family Homes, Inc.		237.84	
0	Filan Kevin	101-45500-450-44010	150.00	Fall Weed Control
	Filan Kevin		150.00	
179125	Fire Safety USA Inc	101-42220-420-42170	755.80	Goggles / Lenses for Helmets

Check Numb	Last Name	Acct 1	Amount	Description
	Fire Safety USA Inc		755.80	
179126	Fitzgerald Excavating & Trucking Inc	437-41940-410-45208	4,975.00	2022-10 Pay Req 4 - FINAL
	Fitzgerald Excavating & Trucking Inc		4,975.00	
179127	Foth & Van Dyke LLC	225-49810-430-45300	4,796.35	Airport Lighting Improvements Through 10/20/23
	Foth & Van Dyke LLC		4,796.35	
0	From The Ground Up LLC	101-45200-450-44050	1,070.98	Irrigation Installation-Bellfield/Alexander Dr
0	From The Ground Up LLC	101-45200-450-43090	787.33	Pesticide Application
	From The Ground Up LLC		1,858.31	
179128	Galls An Aramark Company LLC	101-42220-420-42410	205.95	Zak Entry Tool
	Galls An Aramark Company LLC		205.95	
179077	GIS Benefits	101-00000-000-11510	8.63	C Springer Vision - November
179077	GIS Benefits	101-00000-000-21711	744.30	Voluntary Short Term Disability - November
179077	GIS Benefits	101-00000-000-21710	1,647.48	Voluntary Life Insurance - November
179077	GIS Benefits	101-00000-000-11510	30.73	C Springer Dental - November
179077	GIS Benefits	101-00000-000-11510	30.73	T Manz Dental - November
179077	GIS Benefits	101-00000-000-21717	453.38	Vision Insurance Prepaid - November
179077	GIS Benefits	101-00000-000-11510	8.63	T Manz Vision - November
179077	GIS Benefits	101-00000-000-21715	4,982.97	Dental Insurance Prepaid - November
179077	GIS Benefits	101-00000-000-21716	881.96	Accident/Critical Illness - November
179077	GIS Benefits	101-00000-000-11510	76.72	P Froman Dental - November
	GIS Benefits		8,865.53	
0	Godfather's Pizza	101-45500-450-43130	48.71	Pizza for Programming
0	Godfather's Pizza	101-41800-410-44382	813.83	Employee Recognition - Pizza
	Godfather's Pizza		862.54	
0	Gopher State One Call	601-49430-000-43090	119.25	One Call Locate Tickets for October 2023
0	Gopher State One Call	603-49500-000-43090	119.25	One Call Locate Tickets for October 2023
0	Gopher State One Call	602-49450-000-43090	119.25	One Call Locate Tickets for October 2023

Check Numb	Last Name	Acct 1	Amount	Description
	Gopher State One Call		357.75	
0	Grainger Inc	101-41940-410-42230	130.52	Belts for Root Top HVAC Unit
	Grainger Inc		130.52	
0	Green Kristina	601-49430-000-42030	84.00	Printed Decals for Meter Radios
	Green Kristina		84.00	
179129	GS Direct Inc	603-49500-000-42020	2.20	Toner Cartridges
179129	GS Direct Inc	602-49450-000-42020	15.51	Toner Cartridges
179129	GS Direct Inc	601-49430-000-42020	15.51	Toner Cartridges
179129	GS Direct Inc	101-43121-430-42020	149.02	Toner Cartridges
179129	GS Direct Inc	603-49500-000-44045	5.09	Blade Replacement on Printer
179129	GS Direct Inc	601-49430-000-44045	35.74	Blade Replacement on Printer
179129	GS Direct Inc	602-49450-000-44045	35.74	Blade Replacement on Printer
179129	GS Direct Inc	101-43121-430-44045	343.43	Blade Replacement on Printer
	GS Direct Inc		602.24	
179130	Hanson Jean	601-00000-000-20200	27.40	Refund Check 019379-001, 2121 14 St NE
	Hanson Jean		27.40	
179131	Harlequin Sales Corp/Reader Service	101-45500-450-42190	24.96	Books - Acct #328689393
179131	Harlequin Sales Corp/Reader Service	101-45500-450-42190	24.99	Books - Acct #328689385
	Harlequin Sales Corp/Reader Service		49.95	
0	Harry Brown's LLC	101-42123-420-44040	237.70	Car Washes
	Harry Brown's LLC		237.70	
179132	Hausen Travis	601-00000-000-20200	22.91	Refund Check 021874-000, 1414 4 St SW
	Hausen Travis		22.91	
0	Hawkins Inc	602-49480-000-42160	11,939.52	Ferric Phos Removal
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return

Check Numb	Last Name	Acct 1	Amount	Description
0	Hawkins Inc	601-49430-000-42160	2,286.90	Sodium Silicate
0	Hawkins Inc	601-49430-000-42160	6,140.01	Ammonia/Fluoride Sodium Permanganate/ Sodium Silicate
0	Hawkins Inc	602-49480-000-42160	11,830.98	Ferric Phos Removal
0	Hawkins Inc	101-45122-450-42160	827.87	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine
0	Hawkins Inc	601-49430-000-42160	2,286.90	Sodium Silicate
	Hawkins Inc		40,072.18	
179133	Healy Construction Company Inc	603-49500-000-43090	624.00	Saw Cut Concrete for Division Storm Repair
	Healy Construction Company Inc		624.00	
179134	Helen M Nagel Inc	101-45200-450-42250	196.00	Landscape Mulch (Trees)
179134	Helen M Nagel Inc	401-43121-430-44050	7,657.97	Trees for Tree Boulevard Program
	Helen M Nagel Inc		7,853.97	
179135	Heselton Construction LLC	601-49430-000-44050	1,911.13	Watermain Break 1030 Willow
179135	Heselton Construction LLC	601-49430-000-43090	2,013.00	Frost Blankets Installed Temp Water Service Riverside Ct
179135	Heselton Construction LLC	603-49500-000-44050	1,911.12	Emergency Storm Repair Division St @ 9th Ave
179135	Heselton Construction LLC	601-49430-000-44050	1,745.00	Watermain Break 10th Ave SE
	Heselton Construction LLC		7,580.25	
0	Hiawathaland Transit	101-00000-000-20400	395.50	Bus Token Sales - October
	Hiawathaland Transit		395.50	
179136	Hill Piper Ann	101-45140-450-43090	1,430.00	Youth Summer Golf Instructor Fees
	Hill Piper Ann		1,430.00	
179137	Hillyard Hutchinson	101-45122-450-44045	281.11	Repair Floor Scrubber
	Hillyard Hutchinson		281.11	
0	Huber Technology Inc	602-49480-000-45400	34,856.34	Influent Fine Screen Drum
	Huber Technology Inc		34,856.34	

Check Numb	Last Name	Acct 1	Amount	Description
179138	Hy-Vee - Accounts Receivable	101-41800-410-44382	35.45	Employee Recognition - Napkins/Plates/Silverware
	Hy-Vee - Accounts Receivable		35.45	
179086	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00522.11.2023 IAFF Local 665
	IAFF Local 665		720.00	
0	Imperial Supplies Holdings Inc	603-49500-000-42210	189.95	Battery for Honda Generator
	Imperial Supplies Holdings Inc		189.95	
0	Innovative Office Solutions LLC	101-41350-410-42010	58.76	Poster Board & Markers for Writing Training
0	Innovative Office Solutions LLC	101-45500-450-42110	19.05	Batteries
0	Innovative Office Solutions LLC	601-49430-000-42110	9.46	Cups - Paper Towels
0	Innovative Office Solutions LLC	101-45110-450-42010	49.06	Envelopes & White Board Cleaner
0	Innovative Office Solutions LLC	101-43121-430-42110	90.87	Cups - Paper Towels
0	Innovative Office Solutions LLC	603-49500-000-42110	1.34	Cups - Paper Towels
0	Innovative Office Solutions LLC	101-42210-420-42010	32.17	Label Tape Refill / White Out / Sharpies
0	Innovative Office Solutions LLC	602-49450-000-42110	9.46	Cups - Paper Towels
0	Innovative Office Solutions LLC	101-41800-410-42010	20.28	Folders/Calendar
0	Innovative Office Solutions LLC	101-42210-420-42010	6.59	Sharpie Markers
0	Innovative Office Solutions LLC	101-41320-410-42010	22.24	Certificate Seals and Sign Here Flags
0	Innovative Office Solutions LLC	101-41510-410-42010	199.51	Calculator - Acct Tech and Post It Notes
0	Innovative Office Solutions LLC	101-41320-410-42010	1.31	Post It Notes
0	Innovative Office Solutions LLC	101-41800-410-42010	1.31	Post It Notes
0	Innovative Office Solutions LLC	101-42210-420-42010	-12.61	Return Sharpie Markers
	Innovative Office Solutions LLC		508.80	
0	Insty-Prints	602-49450-000-42030	66.39	Window Envelopes
0	Insty-Prints	101-41800-410-42030	99.58	Window Envelopes
0	Insty-Prints	601-49430-000-42030	66.39	Window Envelopes
0	Insty-Prints	101-41510-410-42030	98.00	Non-Window Envelopes
0	Insty-Prints	603-49500-000-42030	66.39	Window Envelopes
0	Insty-Prints	101-45122-450-42110	106.67	Promotional Posters-Community Center
0	Insty-Prints	101-45500-450-42030	132.15	Library Registration Cards
0	Insty-Prints	101-42124-420-42030	289.91	Envelopes - Letterhead
0	Insty-Prints	101-41410-410-42010	86.66	Envelopes-Election Judges-Presidential Election
	Insty-Prints		1,012.14	
0	Internal Revenue Service	101-00000-000-21704	6,136.05	PR Batch 00521.10.2023 Medicare Employee

Check Numb	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21703	17,165.55	PR Batch 00521.10.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	17,165.55	PR Batch 00521.10.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	38,565.92	PR Batch 00521.10.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,136.05	PR Batch 00521.10.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	6,207.14	PR Batch 00522.11.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21704	6,207.14	PR Batch 00522.11.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	16,574.89	PR Batch 00522.11.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	41,615.95	PR Batch 00522.11.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	16,574.89	PR Batch 00522.11.2023 FICA Employee
	Internal Revenue Service		172,349.13	
0	Iowa Pump Works Inc	602-49480-000-42210	83.00	Pump Timing Belt
	Iowa Pump Works Inc		83.00	
179087	IUOE Local 70	101-00000-000-21708	1,954.00	PR Batch 00522.11.2023 Local 70 Union Dues
	IUOE Local 70		1,954.00	
0	James Delane	101-41350-410-43310	80.17	MAGC Conference Mileage
	James Delane		80.17	
179139	Jensen Dwight D	101-45200-450-43090	8,575.00	Tree Moving/Planting
	Jensen Dwight D		8,575.00	
0	Kielmeyer Construction Inc	603-49500-000-42240	514.00	Class Five Rock
	Kielmeyer Construction Inc		514.00	
0	Kimley-Horn and Associates Inc	404-45200-450-45200	24,343.46	Viaduct Park
0	Kimley-Horn and Associates Inc	601-49430-000-45300	12,154.36	Watermain Crossing 2023-09 Thru 9/30/23
	Kimley-Horn and Associates Inc		36,497.82	
179140	Klemensen Jon	101-45127-450-43090	1,314.67	Contract Mowing
179140	Klemensen Jon	101-45200-450-43090	805.83	Contract Mowing
179140	Klemensen Jon	101-45126-450-43090	183.33	Contract Mowing
	Klemensen Jon		2,303.83	

Check Numb	Last Name	Acct 1	Amount	Description
179141	Knott Ryan	601-00000-000-20200	105.00	Refund Check 025097-001, 528 9 St NW
	Knott Ryan		105.00	
0	KorTerra Inc	602-49450-000-43095	1,161.49	Locate Software Service Fee 10/25/23-10/24/24
0	KorTerra Inc	601-49430-000-43095	1,161.49	Locate Software Service Fee 10/25/23-10/24/24
0	KorTerra Inc	603-49500-000-43095	1,161.49	Locate Software Service Fee 10/25/23-10/24/24
	KorTerra Inc		3,484.47	
179142	Kriechbaum Mark & Eileen	601-00000-000-20200	18.33	Refund Check 009495-000, 2429 Woodland Dr
	Kriechbaum Mark & Eileen		18.33	
179143	Lamperts	101-42220-420-42070	41.11	Trench Training Supplies
179143	Lamperts	101-45122-450-42230	73.96	Ceiling Light Covers & Vent Covers
	Lamperts		115.07	
179088	Law Enforcement Labor Services Inc	101-00000-000-21708	1,485.00	PR Batch 00522.11.2023 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,485.00	
179144	LifeLine Training Ltd	101-42123-420-43140	359.00	Female Enforcer & Emotional Survival / A Schak
	LifeLine Training Ltd		359.00	
179145	Liffengren Dennis Ray	101-45200-450-44040	100.00	Wheel Alignment
	Liffengren Dennis Ray		100.00	
179146	Liverseed Ramona	101-00000-000-11510	1,002.46	Overpayment of Health Premiums
	Liverseed Ramona		1,002.46	
179147	Loffler Companies Inc	601-49430-000-44160	6.27	Copier Charges 10/1/23-10/31/23
179147	Loffler Companies Inc	101-41940-410-44160	159.70	Monthly Copier Costs
179147	Loffler Companies Inc	602-49450-000-44160	6.27	Copier Charges 10/1/23-10/31/23
179147	Loffler Companies Inc	101-42400-420-44160	60.31	Copier Charges 10/1/23-10/31/23
179147	Loffler Companies Inc	101-42210-420-44160	20.04	Copier Charges 10/01/2023-10/31/2023
179147	Loffler Companies Inc	101-41910-410-44160	54.90	Copier Charges
179147	Loffler Companies Inc	101-43125-430-44160	60.24	Copier Charges 10/1/23-10/31/23
179147	Loffler Companies Inc	240-46210-460-44160	54.90	Copier Charges

Check Numb	Last Name	Acct 1	Amount	Description
179147	Loffler Companies Inc	603-49500-000-44160	0.89	Copier Charges 10/1/23-10/31/23
	Loffler Companies Inc		423.52	
179148	Lonsdale Police Department	101-42123-420-43090	3,729.77	TZD Quarter 4
	Lonsdale Police Department		3,729.77	
179149	Lube-Tech & Partners LLC	101-45200-450-42210	11.00	Used Oil Filters
179149	Lube-Tech & Partners LLC	602-49450-000-42130	-105.00	Used Oil
179149	Lube-Tech & Partners LLC	101-42123-420-42210	5.50	Used Oil Filters
179149	Lube-Tech & Partners LLC	101-43121-430-42130	-280.00	Used Oil
179149	Lube-Tech & Partners LLC	101-42123-420-42130	-70.00	Used Oil
179149	Lube-Tech & Partners LLC	101-45200-450-42130	-140.00	Used Oil
179149	Lube-Tech & Partners LLC	602-49450-000-42210	8.25	Used Oil Filters
179149	Lube-Tech & Partners LLC	601-49430-000-42210	8.25	Used Oil Filters
179149	Lube-Tech & Partners LLC	101-43121-430-42210	22.00	Used Oil Filters
179149	Lube-Tech & Partners LLC	601-49430-000-42130	-105.00	Used Oil
179149	Lube-Tech & Partners LLC	602-49450-000-42130	8.25	Used Coolant Pickup
179149	Lube-Tech & Partners LLC	101-45200-450-42130	11.00	Used Coolant Pickup
179149	Lube-Tech & Partners LLC	602-49450-000-42130	431.07	Bulk Oil
179149	Lube-Tech & Partners LLC	101-42123-420-42130	5.50	Used Coolant Pickup
179149	Lube-Tech & Partners LLC	601-49430-000-42130	431.07	Bulk Oil
179149	Lube-Tech & Partners LLC	101-45200-450-42130	574.77	Bulk Oil
179149	Lube-Tech & Partners LLC	101-43121-430-42130	1,149.53	Bulk Oil
179149	Lube-Tech & Partners LLC	601-49430-000-42130	8.25	Used Coolant Pickup
179149	Lube-Tech & Partners LLC	101-42123-420-42130	287.38	Bulk Oil
179149	Lube-Tech & Partners LLC	101-43121-430-42130	22.00	Used Coolant Pickup
	Lube-Tech & Partners LLC		2,283.82	
0	MacQueen Equipment LLC	431-42220-420-42410	3,492.99	Paratech Air Bags / Manual Compressor
0	MacQueen Equipment LLC	101-42220-420-42180	1,396.30	Firefighter Turnout Gear Pants
0	MacQueen Equipment LLC	101-43121-430-42210	-803.18	Park Brake Solenoid Valve Credit - Street #115
	MacQueen Equipment LLC		4,086.11	
179079	Madison National Life Insurance Co Inc	101-00000-000-21711	1,640.81	PR Batch 00521.10.2023 Long Term Disability
179078	Madison National Life Insurance Co Inc	101-00000-000-21710	3,010.69	Life Insurance - November
179078	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-Time Firefighters Life Insurance
179079	Madison National Life Insurance Co Inc	101-00000-000-21711	-28.52	J Lawrenz LTD
179079	Madison National Life Insurance Co Inc	101-00000-000-21711	-12.15	I Luker LTD
179079	Madison National Life Insurance Co Inc	101-00000-000-21711	10.07	L Anderson-Spieker LTD

Check Numb	Last Name	Acct 1	Amount	Description
179079	Madison National Life Insurance Co Inc	101-00000-000-21711	-13.23	T Wilson LTD
	Madison National Life Insurance Co Inc		4,679.19	
179150	Mahagnoul Brittany	601-00000-000-20200	180.91	Refund Check 016026-001, 930 3 St SW
	Mahagnoul Brittany		180.91	
0	Marco Technologies LLC	101-42123-420-44045	63.25	Police Patrol Print Fee
0	Marco Technologies LLC	101-45500-450-44045	-2.66	Library Print Fee
0	Marco Technologies LLC	240-46210-460-44045	1.84	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45200-450-44045	0.92	Parks Print Fee
0	Marco Technologies LLC	101-42124-420-44045	-3.24	Police Records and Evd. Print Fee
0	Marco Technologies LLC	101-45110-450-44045	0.92	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-43126-430-44045	0.92	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-41320-410-44045	1.84	Administration Print Fee
0	Marco Technologies LLC	902-00000-000-23935	73.31	Marco Subscription
0	Marco Technologies LLC	101-43110-430-44045	0.92	Public Works Department Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-73.31	Marco Main 1
0	Marco Technologies LLC	101-41510-410-44045	10.08	Finance Print Fee
0	Marco Technologies LLC	101-45126-450-44045	0.92	Washinton Rec Print Fee
0	Marco Technologies LLC	101-42110-420-44045	0.93	Police Administration Print Fee
0	Marco Technologies LLC	101-41800-410-44045	-3.33	HR Print Fee
	Marco Technologies LLC		73.31	
0	Martin Marietta Materials Inc	101-43121-430-42240	361.38	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	353.69	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	349.50	Asphalt
	Martin Marietta Materials Inc		1,064.57	
0	Matejcek Implement Company	101-43121-430-42210	6.46	Hydraulic Fittings - Street #316
0	Matejcek Implement Company	101-43121-430-42210	1.58	Hydraulic Fitting - Street #118
	Matejcek Implement Company		8.04	
179151	Meehl Don	601-00000-000-20200	37.50	Refund Check 008131-000, 728 Central Ave
	Meehl Don		37.50	
179152	Menards	101-45200-450-42110	134.40	RV-Antifreeze
179152	Menards	601-49430-000-42110	752.22	Softener Salt WTP

Check Numb	Last Name	Acct 1	Amount	Description
	Menards		886.62	
0	Met-Con Lumber & Hardware Inc	101-42220-420-42410	776.00	Panels for TRT
	Met-Con Lumber & Hardware Inc		776.00	
0	Metronet Holdings LLC	902-00000-000-23935	-8,329.72	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	641.48	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	294.83	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	410.32	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	623.11	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	29.33	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	49.25	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	227.46	Hosted Phone System
0	Metronet Holdings LLC	101-45500-450-43250	601.04	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	287.82	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	85.58	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	811.13	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	342.08	Hosted Phone System-Robinwood
0	Metronet Holdings LLC	101-45200-450-43250	59.77	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	8,329.72	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	39.86	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	115.02	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	39.86	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	205.73	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	553.79	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	250.98	Hosted Phone System
0	Metronet Holdings LLC	101-41800-410-43250	69.18	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	140.72	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	19.92	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	160.64	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	157.17	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	879.20	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	450.48	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	213.58	Hosted Phone System
0	Metronet Holdings LLC	602-49480-000-43250	381.66	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	59.77	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	128.96	Hosted Phone System
	Metronet Holdings LLC		8,329.72	
0	Microsoft Corporation	101-41580-410-43095	5,664.00	Microsoft Subscription

Check Numb	Last Name	Acct 1	Amount	Description
0	Microsoft Corporation	101-41580-410-43095	1,320.00	Microsoft Subscription
	Microsoft Corporation		6,984.00	
0	Midwest Tape LLC	101-45500-450-42192	91.71	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	74.22	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	109.40	Audio/Visual
0	Midwest Tape LLC	101-45500-450-43096	486.35	Hoopla Digital Items
	Midwest Tape LLC		776.67	
179153	Minnesota Ag Power Inc	101-43121-430-42210	930.63	Belts/Belt Tensioner/Oil Dipstick/Alternator - Street #317
179153	Minnesota Ag Power Inc	101-43121-430-42210	8.17	Recirculation Valve Screw/O-Ring - Street #317
	Minnesota Ag Power Inc		938.80	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00521.10.2023 Child Support
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00522.11.2023 Child Support
	Minnesota Child Support Payment Center		1,422.22	
179154	Minnesota Department of Commerce	601-00000-000-20110	7.43	B.Schmidt #165210 Unclaimed Property
179154	Minnesota Department of Commerce	601-00000-000-20110	30.00	R.Fick #166373 Unclaimed Property
179154	Minnesota Department of Commerce	101-00000-000-20110	7.65	H.Homebuyer #166676 Unclaimed Property
179154	Minnesota Department of Commerce	101-00000-000-20110	41.13	LKaufman #165926 Unclaimed Property
179154	Minnesota Department of Commerce	101-00000-000-20110	7.56	S.Michael #167565 Unclaimed Property
179154	Minnesota Department of Commerce	101-00000-000-20110	1.13	T.Schirmer #166741 Unclaimed Property
179154	Minnesota Department of Commerce	601-00000-000-20110	0.25	J.Fierst #166374 Unclaimed Property
179154	Minnesota Department of Commerce	601-00000-000-20110	1.88	C.Warnemunde #166000 Unclaimed Property
179154	Minnesota Department of Commerce	101-00000-000-20110	15.86	R.Zylstra #168135 Unclaimed Property
179154	Minnesota Department of Commerce	101-00000-000-20110	44.51	T.Schirmer #166740 Unclaimed Property
179154	Minnesota Department of Commerce	601-00000-000-20110	43.56	P.Scissons #166433 Unclaimed Property
179154	Minnesota Department of Commerce	601-00000-000-20110	1.34	C.Baker #165856 Unclaimed Property
179154	Minnesota Department of Commerce	601-00000-000-20110	5.45	M.Hewitt #165919 Unclaimed Property
179154	Minnesota Department of Commerce	101-00000-000-20110	8.74	S.Leicht #165530 Unclaimed Property
179154	Minnesota Department of Commerce	241-00000-000-20110	159.00	J.Ennis #168179 Unclaimed Property
	Minnesota Department of Commerce		375.49	
179155	Minnesota Department of Labor & Industry	101-43121-430-43090	20.00	Pressure Vessel Inspection
179155	Minnesota Department of Labor & Industry	601-49430-000-43090	10.00	Pressure Vessel Inspection

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Department of Labor & Industry		30.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,263.56	PR Batch 00521.10.2023 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	18,015.47	PR Batch 00522.11.2023 State Income Tax
	Minnesota Department of Revenue		35,279.03	
179089	Minnesota Public Employees Association	101-00000-000-21708	76.00	PR Batch 00522.11.2023 Police Support Services
	Minnesota Public Employees Association		76.00	
179090	Minnesota Teamsters Local 320	101-00000-000-21708	718.20	PR Batch 00522.11.2023 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		718.20	
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	456.50	SIU Lab Testing
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	363.00	Biosolids Soil 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	378.62	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
	Minnesota Valley Testing Labs Inc		2,994.42	
179080	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00521.10.2023 Mission Square
179091	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00522.11.2023 Mission Square
	Mission Square 303492		100.00	
0	MK Sports Inc	101-45122-450-42110	409.60	Park and Rec T-Shirts
0	MK Sports Inc	101-45122-450-42180	110.00	Park and Rec Sweatshirts
	MK Sports Inc		519.60	
179156	MN BCA Criminal Justice Training & Education Unit	101-42123-420-43140	375.00	DMT-G Certification / N Vikla
	MN BCA Criminal Justice Training & Education Unit		375.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.54	Dielectric Grease - Street #216
0	Motor Parts & Equipment Corp	602-49480-000-42210	16.28	Ventilation Motor Belt
0	Motor Parts & Equipment Corp	101-42700-420-42210	5.33	Oil Filter / #13
0	Motor Parts & Equipment Corp	101-42220-420-42210	43.44	Tire Kit
0	Motor Parts & Equipment Corp	101-42121-420-42210	190.28	Brake Controller / #1
0	Motor Parts & Equipment Corp	602-49450-000-42210	-209.95	Return Bed Liner
0	Motor Parts & Equipment Corp	101-43121-430-42210	14.98	Wire Connectors/Dielectric Grease - Street #316
0	Motor Parts & Equipment Corp	101-42121-420-42210	5.33	Fluid Filter / #19
0	Motor Parts & Equipment Corp	101-43126-430-42110	19.74	Air Tool Couplers - Shop
0	Motor Parts & Equipment Corp	101-42121-420-42210	14.36	Wheel Nut / #21
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.49	Rubber Coupling - Street #101
0	Motor Parts & Equipment Corp	101-42220-420-42210	5.69	Lamps
0	Motor Parts & Equipment Corp	101-42123-420-42210	15.72	AMP Blade Fuse / #3
0	Motor Parts & Equipment Corp	101-45200-450-42210	137.77	Filter Kit
0	Motor Parts & Equipment Corp	101-42220-420-42410	17.98	Drill Bits
0	Motor Parts & Equipment Corp	101-42220-420-42210	42.99	Fuel Filler Neck Hose #2130
0	Motor Parts & Equipment Corp	101-42220-420-42210	125.44	Battery / Core Deposit
0	Motor Parts & Equipment Corp	101-43121-430-42210	28.25	Thread Locker - Street #316
0	Motor Parts & Equipment Corp	101-43126-430-42210	35.03	Oil/Air Filter - Shop #113
0	Motor Parts & Equipment Corp	101-43121-430-42210	1.43	Air Coupling - Street #306
0	Motor Parts & Equipment Corp	602-49480-000-42130	31.98	Oil Air Compressor
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.66	Fluid Filter
0	Motor Parts & Equipment Corp	603-49500-000-42210	15.98	Fuse Holder Honda Generator
0	Motor Parts & Equipment Corp	101-43126-430-42110	9.30	Fuse Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	4.03	Seal Filter for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.37	Seal Filter for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	5.45	Panel Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	61.88	Fluid/Air/Panel Filters- Cable Ties-Fuses Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	247.54	Fluid/Air/Panel Filters- Cable Ties-Fuses Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	14.53	Panel Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	3.63	Panel Filter for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	7.26	Panel Filter for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	123.76	Fluid/Air/Panel Filters- Cable Ties-Fuses Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	92.83	Fluid/Air/Panel Filters- Cable Ties-Fuses Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.75	Seal Filter for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	5.45	Panel Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.69	Seal Filter for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	92.83	Fluid/Air/Panel Filters- Cable Ties-Fuses Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	4.03	Seal Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	4.90	License Plate Lamp - Street #306
	Motor Parts & Equipment Corp		1,286.97	

Check Numb	Last Name	Acct 1	Amount	Description
0	NCL of Wisconsin Inc	602-49480-000-42160	300.19	Lab Supplies
	NCL of Wisconsin Inc		300.19	
179081	NCPERS Group Life Insur	101-00000-000-21710	176.00	PR Batch 00521.10.2023 PERA Life Insurance
	NCPERS Group Life Insur		176.00	
179157	Nelson Scott	601-00000-000-20200	63.13	Refund Check 007942-010, 1016 Division St W
	Nelson Scott		63.13	
179158	Neo Electrical Solutions LLC	225-00000-000-20610	9,820.26	Airfield Lighting Retainage 12/31/22
179158	Neo Electrical Solutions LLC	225-49810-430-45200	12,419.87	Airfield Lighting Final Pay Request
	Neo Electrical Solutions LLC		22,240.13	
0	North American Safety Inc	101-43121-430-42170	246.49	Rain Jackets
	North American Safety Inc		246.49	
0	Northern Safety Technology Inc	101-42123-420-42210	78.88	Vertex Super-LED Light / #2
	Northern Safety Technology Inc		78.88	
0	Olson Jack	101-45200-450-42250	8,750.00	Trees
	Olson Jack		8,750.00	
179159	Olympic Fire Protection Corporation	101-42110-420-44010	195.00	Annual Fire Protection
	Olympic Fire Protection Corporation		195.00	
0	Orchard Trust Company	101-00000-000-21706	2,507.00	PR Batch 00521.10.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	9,076.00	PR Batch 00521.10.2023 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,507.00	PR Batch 00522.11.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	9,076.00	PR Batch 00522.11.2023 MN Deferred Comp
	Orchard Trust Company		23,166.00	
179160	Ovivo USA, LLC	602-49480-000-42210	7,738.47	Mixer Shaft

Check Numb	Last Name	Acct 1	Amount	Description
	Ovivo USA, LLC		7,738.47	
0	Paape Companies Inc	101-43121-430-44010	373.28	HVAC Repairs
0	Paape Companies Inc	603-49500-000-44010	5.52	HVAC Repairs
0	Paape Companies Inc	601-49430-000-44010	38.85	HVAC Repairs
0	Paape Companies Inc	602-49450-000-44010	38.85	HVAC Repairs
	Paape Companies Inc		456.50	
0	Pantheon Computer Systems Inc	101-41580-410-43090	10,500.00	November IT Services
	Pantheon Computer Systems Inc		10,500.00	
179161	Paquin Donna	601-00000-000-20200	9.18	Refund Check 019780-000, 710 1 Ave NW
	Paquin Donna		9.18	
179162	Petsch Nate	601-00000-000-20200	6.05	Refund Check 022712-000, 860 11 St SW
	Petsch Nate		6.05	
179163	Pickleball Central	101-45130-450-42110	1,644.00	Pickleball Supplies
	Pickleball Central		1,644.00	
179164	Pioneer Press	101-45500-450-42191	417.59	Newspaper Subscription Acct #13682211
	Pioneer Press		417.59	
0	Plunkett's Pest Control	101-41940-410-44010	125.00	Pest Control at City Hall
0	Plunkett's Pest Control	101-41940-410-44010	105.00	Pest Control at City Hall
0	Plunkett's Pest Control	101-45122-450-44010	42.12	Pest Control
0	Plunkett's Pest Control	601-49430-000-44010	14.40	Pest Control
0	Plunkett's Pest Control	602-49450-000-44010	14.40	Pest Control
0	Plunkett's Pest Control	603-49500-000-44010	2.05	Pest Control
0	Plunkett's Pest Control	101-45126-450-44010	63.09	Pest Control
0	Plunkett's Pest Control	101-43121-430-44010	138.36	Pest Control
0	Plunkett's Pest Control	101-41940-410-44010	105.00	Pest Control
	Plunkett's Pest Control		609.42	
179165	Positive Promotions	101-42220-420-43130	1,042.45	Firefighter Hats / Tattoos / Kits for Open House

Check Numb	Last Name	Acct 1	Amount	Description
	Positive Promotions		1,042.45	
179166	ProLine Distributing Inc	101-43121-430-42210	1,601.68	Cutting Edge Bolts/Nut Stock - Streets
	ProLine Distributing Inc		1,601.68	
0	Public Employees Retirement Association	101-00000-000-21705	18,378.48	PR Batch 00521.10.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00521.10.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	17,385.84	PR Batch 00521.10.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00521.10.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	20,060.61	PR Batch 00521.10.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	27,567.78	PR Batch 00521.10.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,397.62	PR Batch 00522.11.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,885.55	PR Batch 00522.11.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	28,328.33	PR Batch 00522.11.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,074.22	PR Batch 00522.11.2023 PERA Coordinated
	Public Employees Retirement Association		168,666.77	
0	Purfeerst Farms LLP	602-49480-000-43090	5,206.00	Fall Biosolids Hauling
	Purfeerst Farms LLP		5,206.00	
179167	Quality Forklift Sales and Service Inc	101-45122-450-42210	47.98	Belt for Snow Blower
	Quality Forklift Sales and Service Inc		47.98	
0	R C Bliss Inc	101-42121-420-42210	14.96	Bolt / #11
0	R C Bliss Inc	602-49450-000-44040	0.01	Warranty Work Unit 2 Clockspring
0	R C Bliss Inc	602-49450-000-44040	-0.01	Warranty Work Unit 2 Clockspring
	R C Bliss Inc		14.96	
179168	Rice County Sheriff	101-42123-420-43090	1,394.13	TZD 4th Quarter
	Rice County Sheriff		1,394.13	
179169	Rice/Steele 911 Center	101-42123-420-43250	3,960.00	Yearly BCA Costs for MDC Connections
179169	Rice/Steele 911 Center	101-42123-420-42420	15.00	Token / J Witt
	Rice/Steele 911 Center		3,975.00	

Check Numb	Last Name	Acct 1	Amount	Description
179170	Riverland Community College	101-42220-420-43140	1,200.00	Forcible Entry Training and Trailer
	Riverland Community College		1,200.00	
179171	Roehrick Edward M	601-00000-000-20200	52.77	Refund Check 017391-001, 314 23 St NW Apt 2
	Roehrick Edward M		52.77	
0	Ronco Engineering Sales	101-43126-430-42110	418.75	Hydraulic Couplers and Fittings Stock
	Ronco Engineering Sales		418.75	
179172	Rotary Club of Faribault	101-41350-410-44330	130.00	Membership Dues - B.Phenow
	Rotary Club of Faribault		130.00	
0	Safe-Fast, Inc.	602-49480-000-42170	111.25	Safety Shirts
	Safe-Fast, Inc.		111.25	
179173	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer Service
	Safety-Kleen Systems Inc		103.15	
0	Schaefer Ariane Smolen	101-45140-450-43090	90.00	ASL Interpreting Cub Football
	Schaefer Ariane Smolen		90.00	
0	Schirmer Walter D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Walter D		395.00	
179174	Schreck Larry & Sharon	601-00000-000-20200	3.72	Refund Check 022535-000, 10 Mitchell Dr
	Schreck Larry & Sharon		3.72	
0	Selco	101-45500-450-42110	796.53	Book Covers
0	Selco	101-45500-450-43250	2,136.05	Selco Support Package
	Selco		2,932.58	
179175	Sherwin Williams Company #3037	101-43160-430-42110	29.98	Pump Armor
179175	Sherwin Williams Company #3037	101-43160-430-42110	14.99	Pump Armor

Check Numb	Last Name	Acct 1	Amount	Description
	Sherwin Williams Company #3037		44.97	
0	SHI International Corp	101-45122-450-42420	375.00	Ingenico Lane 3000 Credit Card Reader
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription
0	SHI International Corp	101-43121-430-42420	438.00	IPAD for Traffic Signs/Signals
0	SHI International Corp	101-45110-450-42020	42.50	Power Supply & Cord for Card Reader
0	SHI International Corp	101-43121-430-42020	41.82	IPAD Case and Screen Protector
0	SHI International Corp	101-41800-410-43095	8.90	Acrobat Pro - K Bushard
0	SHI International Corp	601-49430-000-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	902-00000-000-23935	-8,385.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42210-420-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-43190-430-43095	424.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41320-410-43095	212.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42121-420-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	240-46210-460-43095	1,827.60	Acrobat Pro DC License For Eprise
0	SHI International Corp	902-00000-000-23935	8,385.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41350-410-43095	807.80	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-43110-430-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41580-410-43095	212.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-45122-450-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-45110-450-43095	1,019.80	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42124-420-43095	424.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41800-410-43095	212.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-45500-450-43095	424.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42110-420-43095	913.80	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42700-420-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41510-410-43095	636.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	602-49480-000-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	602-49450-000-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41910-410-43095	106.00	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42400-420-43095	318.00	Acrobat Pro DC License For Eprise
	SHI International Corp		9,300.66	
0	Shred Right	101-41510-410-43090	102.21	Shredding - 13 Boxes
0	Shred Right	101-41800-410-43090	55.04	Shredding - 7 Boxes
	Shred Right		157.25	
179176	Smith Nathaniel	601-00000-000-20200	65.49	Refund Check 023633-001, 227 3 Ave NE

KEY: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
	Smith Nathaniel		65.49	
179177	SNA Sports Group LLC	101-45130-450-42110	35.00	Shipping Fees Volleyball Winch
	SNA Sports Group LLC		35.00	
0	Sophos Payment Resources	101-41580-410-43095	960.00	Sophos Subscription
	Sophos Payment Resources		960.00	
179178	Sorenson Gary & Nancy	601-00000-000-20200	11.57	Refund Check 020818-000, 901 Barron Rd
	Sorenson Gary & Nancy		11.57	
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-42220-420-42120	4.00	N Andrist Healthy Invest
0	Southwest Service Cooperative	101-43121-430-41310	-12.00	W Rosenau Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	452.70	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-42123-420-41310	723.06	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Theresa Manz Insurance
0	Southwest Service Cooperative	101-42123-420-41310	728.00	John Harmon Insurance
0	Southwest Service Cooperative	101-42123-420-41310	4.00	M Hunt Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-00000-000-11510	159.80	John Harmon Insurance
0	Southwest Service Cooperative	101-41510-410-41310	4.00	K Lang Healthy Invest
0	Southwest Service Cooperative	101-41320-410-41310	4.00	C Dillerud Healthy Invest
0	Southwest Service Cooperative	101-43126-430-41310	4.00	P Froman Healthy Invest
0	Southwest Service Cooperative	101-42123-420-41310	4.00	D Delmonico Healthy Invest
0	Southwest Service Cooperative	101-00000-000-21707	141,897.56	Health Insurance Premiums
0	Southwest Service Cooperative	240-46210-460-41310	4.00	C Springer Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	887.80	Connie Springer Insurance
0	Southwest Service Cooperative	101-42123-420-41310	4.00	J Harmon Healthy Invest
0	Southwest Service Cooperative	101-43121-430-41310	4.00	J Marzahn Healthy Invest
0	Southwest Service Cooperative	101-00000-000-11510	785.94	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-11510	62.88	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-42123-420-41310	2,062.41	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	887.80	Paul Froman Insurance
0	Southwest Service Cooperative	101-43110-430-41310	4.00	T Manz Healthy Invest
0	Southwest Service Cooperative	101-00000-000-21707	376.00	Healthy Invest

Check Numb	Last Name	Acct 1	Amount	Description
	Southwest Service Cooperative		152,195.71	
0	Springbrook Holding Company LLC	602-00000-000-15500	5,194.03	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	602-00000-000-15500	2,526.26	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	101-00000-000-15500	780.99	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	603-00000-000-15500	3,318.88	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	601-00000-000-15500	7,517.14	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	101-00000-000-15500	10,304.76	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	101-00000-000-15500	11,190.45	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	101-00000-000-15500	3,681.76	Maintenance Support Fees 1/1/24 - 12/31/24
0	Springbrook Holding Company LLC	602-49450-000-43095	1,619.50	Civic Pay Transaction Fees and IVR Subscriptions
0	Springbrook Holding Company LLC	601-49430-000-43095	1,619.50	Civic Pay Transaction Fees and IVR Subscriptions
	Springbrook Holding Company LLC		47,753.27	
179179	Star Sports & Apparel LLC	101-42220-420-42180	887.25	Sweatshirts for Paid on Call Firefighters
179179	Star Sports & Apparel LLC	101-42220-420-42180	48.25	FIRE Logo Sweatshirts
	Star Sports & Apparel LLC		935.50	
179180	Strehlow Caitlin	601-00000-000-20200	0.90	Refund Check 024568-000, 821 Division St E
	Strehlow Caitlin		0.90	
179181	Streicher's Inc.	101-42121-420-42180	124.97	Cuff/MAG Holder
	Streicher's Inc.		124.97	
0	Tech Sales Co	602-49480-000-42210	9,320.38	DO Sensor
	Tech Sales Co		9,320.38	
0	The Certif-A-Gift Company	101-41800-410-44382	692.47	Retirement Gift - P Hildebrandt
0	The Certif-A-Gift Company	101-41800-410-44382	4,344.09	Employee Recognition Gifts
0	The Certif-A-Gift Company	101-41800-410-44382	137.51	Employee Recognition - D Herauf
	The Certif-A-Gift Company		5,174.07	
179182	The UPS Store	101-42110-420-43250	14.25	Shipping
	The UPS Store		14.25	

Check Numb	Last Name	Acct 1	Amount	Description
179183	Tom's Lock & Key, LLC	101-42110-420-42230	78.00	Duplicate Keys / AC11
	Tom's Lock & Key, LLC		78.00	
179184	Truck Center Companies East LLC	101-43121-430-42210	29.86	Oil Filter Kit - Street #619
179184	Truck Center Companies East LLC	101-42220-420-44040	284.63	ABS Light Repair #2116
179184	Truck Center Companies East LLC	101-43121-430-42210	78.95	Brake Chamber/Clevis - Street #306
	Truck Center Companies East LLC		393.44	
0	Uline	101-42121-420-42110	164.12	Hardware Bags - Knife Box
	Uline		164.12	
0	Union Pacific Railroad Co	404-45200-450-45300	13,919.84	(2022-11) Teepee Tonka Trail RR Crossing
	Union Pacific Railroad Co		13,919.84	
179185	Universal Truck Equipment Inc.	603-49500-000-45400	32,870.00	Dump Body For New F550 Ford
	Universal Truck Equipment Inc.		32,870.00	
0	Utility Consultants Inc	601-49430-000-43090	260.00	Monthly Coliform Samples
0	Utility Consultants Inc	602-49480-000-43090	1,901.41	Lab Testing
	Utility Consultants Inc		2,161.41	
179186	Valley Apple Ford Inc	431-42220-420-45400	52,550.64	2023 Ford F550 Fire Apparatus Chassis #6191
	Valley Apple Ford Inc		52,550.64	
179187	Verizon Wireless	101-41940-410-43210	82.46	Cell Phone Service - Building Maintenance
179187	Verizon Wireless	101-43190-430-43210	41.23	Cell Phone Service - Engineering
179187	Verizon Wireless	101-45200-450-43210	40.01	Cell Phone Service - Parks
179187	Verizon Wireless	101-43110-430-43210	81.24	Cell Phone Service - PW Admin
179187	Verizon Wireless	101-41350-410-43210	77.10	Cell Phone Service - Communications
179187	Verizon Wireless	902-00000-000-23935	-3,486.72	Monthly Phone Bill-October
179187	Verizon Wireless	101-41580-410-43210	82.46	Cell Phone Service - IT
179187	Verizon Wireless	101-42121-420-43210	288.61	Cell Phone Service - Investigations
179187	Verizon Wireless	602-49450-000-43210	162.48	Cell Phone Service - Sewer Collection
179187	Verizon Wireless	101-42220-420-43210	123.69	Cell Phone Service - Fire Suppression
179187	Verizon Wireless	101-42110-420-43210	164.92	Cell Phone Service - Police Administration
179187	Verizon Wireless	601-49430-000-43210	364.97	Cell Phone Service - Water Distribution

Check Numb	Last Name	Acct 1	Amount	Description
179187	Verizon Wireless	101-43121-430-43210	41.23	Cell Phone Service - Streets
179187	Verizon Wireless	101-42123-420-43210	1,110.77	Cell Phone Service - Patrol
179187	Verizon Wireless	101-42210-420-43210	41.23	Cell Phone Service - Fire Administration
179187	Verizon Wireless	603-49500-000-43210	81.24	Cell Phone Service - Storm Water Utility
179187	Verizon Wireless	101-45500-450-43210	41.23	Cell Phone Service - Library
179187	Verizon Wireless	101-42700-420-43210	164.92	Cell Phone Service - Special Services
179187	Verizon Wireless	101-45110-450-43210	129.52	Cell Phone Service - Parks & Rec
179187	Verizon Wireless	902-00000-000-23935	3,486.72	Monthly Phone Bill-October
179187	Verizon Wireless	101-42400-420-43210	284.95	Cell Phone Service - Building Codes
179187	Verizon Wireless	101-41510-410-43210	82.46	Cell Phone Service - Finance
179187	Verizon Wireless	101-42400-420-43210	40.01	Data Building Codes
179187	Verizon Wireless	101-42110-420-43210	35.01	Data/Admin Ipad
179187	Verizon Wireless	603-49500-000-43210	105.03	Data Air Cards- Storm
179187	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
179187	Verizon Wireless	601-49430-000-43210	33.10	Data Air Cards- Water
179187	Verizon Wireless	101-43121-430-43210	35.01	Data Sign Shop
179187	Verizon Wireless	101-43190-430-43210	40.01	Data Engineering Survey Device
179187	Verizon Wireless	602-49480-000-43210	68.08	WWTP Phones
179187	Verizon Wireless	101-42123-420-43210	855.32	Data Air Cards - MDC
179187	Verizon Wireless	902-00000-000-23935	-1,446.63	Data Charges 09/29/2023-10/28/2023
179187	Verizon Wireless	101-41350-410-43210	40.01	Jetpack Brad
179187	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
179187	Verizon Wireless	101-42121-420-43210	40.01	Drone Jetpack
179187	Verizon Wireless	902-00000-000-23935	1,446.63	Data Charges 09/29/2023-10/28/2023
	Verizon Wireless		4,933.35	
179188	Visu-Sewer Inc	602-49450-000-44050	55,100.00	Manhole Rehab Northern Interceptor Main
	Visu-Sewer Inc		55,100.00	
179189	W W Goetsch Associates Inc	602-49480-000-45400	75,838.12	New Pump
	W W Goetsch Associates Inc		75,838.12	
179190	Wal-Mart	101-45122-450-42110	27.24	Tide Pods-Community Center
179190	Wal-Mart	101-00000-000-10100	197.73	Candy / Scary Harry's - Community Engagement Funds
179190	Wal-Mart	101-00000-000-10108	-197.73	Candy / Scary Harry's - Community Engagement Funds
179190	Wal-Mart	101-42110-420-43130	197.73	Candy / Scary Harry's - Community Engagement Funds
	Wal-Mart		224.97	
0	Water Conservation Service Inc	601-49430-000-43090	6,240.00	Annual Distribution Leak Survey

Check Numb	Last Name	Acct 1	Amount	Description
0	Water Conservation Service Inc	601-49430-000-43090	448.53	Leak Detection Willow Watermain Break
	Water Conservation Service Inc		6,688.53	
179191	Wholesale Tire & Wheel	101-43121-430-42210	69.90	Exhaust Pipe - Street #123
	Wholesale Tire & Wheel		69.90	
179192	Wilde Jolene	101-00000-000-10120	-64,375.00	Fire Escrow Release-1142 6th Avenue SW
179192	Wilde Jolene	101-00000-000-10100	64,375.00	Fire Escrow Release-1142 6th Avenue SW
179192	Wilde Jolene	101-00000-000-22001	64,375.00	Fire Escrow Release-1142 6th Avenue SW
	Wilde Jolene		64,375.00	
179193	Witte Brothers, Inc	101-43121-430-43090	291.96	Sealcoat Chip Hauling
179193	Witte Brothers, Inc	101-43121-430-43090	285.60	Sealcoat Chip Hauling
179193	Witte Brothers, Inc	101-43121-430-43090	275.76	Seal Rock Hauling
	Witte Brothers, Inc		853.32	
0	WSB & Associates Inc	603-49500-000-43090	4,423.00	2023-13 Stormwater Pond Analysis 9/1-9/30
	WSB & Associates Inc		4,423.00	
179194	Xcel Energy	101-43160-430-43810	60.59	51-0297296-3 - 1990A Lyndale Ave N
179194	Xcel Energy	101-45200-450-43810	143.77	51-8498418-5 - 1800 Alexander Dr
179194	Xcel Energy	101-43160-430-43810	21.80	51-0010353780-3 - 1690 Hwy 60W Street Lighting
179194	Xcel Energy	101-43160-430-43810	20,540.29	51-4930975-3 Street Lighting
	Xcel Energy		20,766.45	
179195	Zep Sales & Service	101-43126-430-42110	420.06	Penetrating Oil/Hand Soap - Shop
	Zep Sales & Service		420.06	
0	Ziegler Inc	101-43121-430-42210	30.04	Hydraulic Hose Clip - Street #316
0	Ziegler Inc	101-43121-430-42210	279.38	Attachment Cylinder Seal Kits - Street #316
	Ziegler Inc		309.42	

Check Numb	Last Name	Acct 1	Amount	Description
			1,429,585.84	

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Director
MEETING DATE:	November 14, 2023
SUBJECT:	Approve Release Agreements - Early Voluntary Retirement

Background:
The City Council approved an Early Voluntary Retirement Incentive Program. There are 10 current City employees that are eligible under the program, having until November 30, 2023 to decide whether or not they want to participate. Staff has received notice from three of the eligible employees that they would like to participate in the program. The Release Agreements have been prepared and are attached for approval.

Recommendation:
Approve release agreements for eligible employees.

Attachments:
1. Donna Braun Release Agreement
2. Doug Delesha Release Agreement
3. James Valek Release Agreement

Release Agreement
Early Voluntary Retirement

This is an agreement (the "Agreement") between Donna Braun (hereinafter "Employee") and the City of Faribault (hereinafter the "City") regarding Employee's early voluntary retirement from employment with the City and Employee's acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2023 Early Retirement Incentive Program (the "Program"), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:

   a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.

   b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.

   c. As permitted or required by law, retired employees may stay on the City's health insurance, but will be required to pay the full premium for the plan they select.

2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:

   a. Date of retirement shall be no later than May 31, 2024.

   b. The lump sum payment amount shall be $11,838.40.

   c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior

agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City 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, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.

e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.

f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.

g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.

h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they understand that the term "confidential information" includes, but is not limited to, sensitive

and/or legally privileged data, but does not include information and documents already in the public domain.

i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.

j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.

3. This Agreement is subject to the following rescission/revocation periods as provided by law:

Act	Revocation Period
Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G)	7 days
Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2	15 days

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Kevin Bushard, Human Resources Director
208 NW 1st Avenue
Faribault, MN 55021

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

CITY COUNCIL

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

Date: _____

EMPLOYEE

Donna Braun
(Employee Signature)

Date: 11-2-2023

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Release Agreement
Early Voluntary Retirement

This is an agreement (the "Agreement") between Doug Delesha (hereinafter "Employee") and the City of Faribault (hereinafter the "City") regarding Employee's early voluntary retirement from employment with the City and Employee's acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2023 Early Retirement Incentive Program (the "Program"), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:

   a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.

   b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.

   c. As permitted or required by law, retired employees may stay on the City's health insurance, but will be required to pay the full premium for the plan they select.

2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:

   a. Date of retirement shall be no later than May 31, 2024.

   b. The lump sum payment amount shall be $27,059.20 if retired in March 2024.

   c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior

agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City 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, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.

e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.

f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.

g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.

h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they understand that the term "confidential information" includes, but is not limited to, sensitive

and/or legally privileged data, but does not include information and documents already in the public domain.

i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.

j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.

3. This Agreement is subject to the following rescission/revocation periods as provided by law:

Act	Revocation Period
Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G)	7 days
Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2	15 days

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Kevin Bushard, Human Resources Director
208 NW 1st Avenue
Faribault, MN 55021

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

CITY COUNCIL

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

Date: _____

EMPLOYEE

_____
(Employee Signature)

Date: 11/01/2023

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Release Agreement
Early Voluntary Retirement

This is an agreement (the "Agreement") between James Valek (hereinafter "Employee") and the City of Faribault (hereinafter the "City") regarding Employee's early voluntary retirement from employment with the City and Employee's acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2023 Early Retirement Incentive Program (the "Program"), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:

   a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.

   b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.

   c. As permitted or required by law, retired employees may stay on the City's health insurance, but will be required to pay the full premium for the plan they select.

2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:

   a. Date of retirement shall be no later than May 31, 2024.

   b. The lump sum payment amount shall be $30,441.60.

   c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior

agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City 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, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.

e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.

f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.

g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.

h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they understand that the term "confidential information" includes, but is not limited to, sensitive

and/or legally privileged data, but does not include information and documents already in the public domain.

i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.

j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.

3. This Agreement is subject to the following rescission/revocation periods as provided by law:

Act	Revocation Period
Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G)	7 days
Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2	15 days

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Kevin Bushard, Human Resources Director
208 NW 1st Avenue
Faribault, MN 55021

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

CITY COUNCIL

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

Date: _____

EMPLOYEE

James A. Vallelli
(Employee Signature)

Date: 11-14-23

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Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul. J. Peanasky, Parks and Recreation Director
MEETING DATE:	November 14, 2023
SUBJECT:	Approve Restructuring of Boards and Commissions

Background:
The Parks and Recreation Department administers three different scholarship programs: the Tommy Allen Scholarship, the Peter Smith Scholarship and the Children's Fund Scholarship. Each of these three scholarship programs has its own three-member Board of Directors to oversee them. It has been difficult to find volunteers willing to serve on each board and scheduling the annual meetings of the boards has also been very difficult. Staff would like to rescind the current resolutions and replace them with a resolution that would assign responsibility for administration of these scholarships to the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board would review each scholarship program annually at their regular monthly meeting.

By making this change, it would reduce the need for so many community members to volunteer and would also make the scheduling of meetings simpler.

Recommendation:
Approve resolutions as presented to appoint the Parks and Recreation Advisory Board the responsibility of administering the Tommy Allen Youth Endowment Fund, the Faribault Children's Fund and the Peter K. Smith Fund.

Attachments:

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-197

RESCIND AND REPLACE RESOLUTION 2003-225 FORMATION OF THE TOMMY ALLEN YOUTH ENDOWMENT FUND

WHEREAS, the Faribault City Council approved Resolution 2003-225 at its December 23, 2003, meeting to form the Tommy Allen Youth Endowment Fund; and

WHEREAS, a three-member Board of Directors was established to determine the guidelines to be used for the fund; and

WHEREAS, the City Council desires to rescind and replace Resolution 2003-225 to dissolve the three-member Board of Directors and appoint the Parks and Recreation Advisory Board to be responsible for administration of the Tommy Allen Endowment Fund and determine its guidelines.

WHEREAS, the Faribault Parks and Recreation Department will administer a program to subsidize youth recreation programs. Youth of the community must meet income guidelines to qualify for this subsidy.

WHEREAS, the Parks and Recreation Advisory Board, who are appointed by the City of Faribault, will determine the guidelines to be used annually. The Board is also responsible for the fundraising efforts and depositing the funds with the City of Faribault. Annually, all excess funds will remain in the established fund for use in future years.

WHEREAS, the Parks and Recreation Department is responsible to administer the subsidy program to low-income participants ages 15 and younger. The Board will meet annually to review guidelines as established. Bylaws will be established to provide direction for the Board.

NOW, THEREFORE BE IT RESOLVED, that the City Council rescinds Resolution 2003-225 and replaces it with Resolution 2023-197 to dissolve the three-member Board of Directors and appoint the Parks and Recreation Advisory Board to be responsible for administration of the Tommy Allen Youth Endowment Fund and determine its guidelines.

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2003-225

FORMATION OF THE TOMMY ALLEN YOUTH ENDOWMENT FUND

WHEREAS, the Faribault Parks and Recreation Department will administer a program to subsidize youth recreation programs. Youth of the community must meet income guidelines to qualify for this subsidy.

WHEREAS, a three member Board of Directors, who are appointed by the City of Faribault, will determine the guidelines to be used annually. The Board is also responsible for the fundraising efforts and depositing the funds with the City of Faribault. Annually all excess funds will remain in the established fund for use in future years. The Board will meet annually to establish subsidy guidelines.

WHEREAS, The Parks and Recreation Department is responsible to administer the subsidy program to low-income participants ages 15 and younger. The Department will meet with the Board annually to review guidelines as established. Bylaws will be established to provide direction for the Board of Directors.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorize the development of the Board and establishment of the account for which the funds are held.

Adopted this 23rd day of December 2003.

Faribault City Council

Charles Ackman, Mayor

ATTEST:

Timothy Madigan, City Administrator

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-198

RESCIND AND REPLACE RESOLUTION 2003-226 FORMATION OF THE FARIBAULT CHILDREN'S FUND

WHEREAS, the Faribault City Council approved Resolution 2003-226 at its December 23, 2003, meeting to form the Faribault Children's Fund; and

WHEREAS, a three-member Board of Directors was established to determine the guidelines to be used for the fund; and

WHEREAS, the City Council desires to rescind and replace Resolution 2003-226 to dissolve the three-member Board of Directors and appoint the Parks and Recreation Advisory Board to be responsible for administration of the Faribault Children's Fund and determine its guidelines.

WHEREAS, the Faribault Parks and Recreation Department will administer a program to subsidize swimming admissions to the Faribault Family Aquatic Center.

WHEREAS, the Parks and Recreation Advisory Board, who are appointed by the City of Faribault, will determine the guidelines to be used annually. The Board is also responsible for the fundraising efforts and depositing the funds with the City of Faribault. Annually, all excess funds will remain in the established fund for use in future years. The Board will meet annually to establish subsidy guidelines.

WHEREAS, the Parks and Recreation Department is responsible to administer the subsidy program to low-income participants. The subsidy will pay 50% of the already discounted admission rates. The Board will meet annually to review guidelines as established. Bylaws will be established to provide direction for the Board.

NOW, THEREFORE BE IT RESOLVED, that the City Council rescinds Resolution 2003-226 and replaces it with Resolution 2023-198 to dissolve the three-member Board of Directors and appoint the Parks and Recreation Advisory Board to be responsible for administration of the

Faribault Children's Fund and determine its guidelines.

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2003-226

FORMATION OF THE FARIBAULT CHILDREN'S FUND

AKA Faribault Family Aquatic Center Assistance Program

WHEREAS, the Faribault Parks and Recreation Department will administer a program to subsidize swimming admissions to the Faribault Family Aquatic Center.

WHEREAS, a three member Board of Directors, who are appointed by the City of Faribault, will determine the guidelines to be used annually. The Board is also responsible for the fundraising efforts and depositing the funds with the City of Faribault. Annually all excess funds will remain in the established fund for use in future years. The Board will meet annually to establish subsidy guidelines.

WHEREAS, The Parks and Recreation Department is responsible to administer the subsidy program to low-income participants. The subsidy will pay 50% of the already discounted admission rates. The Department will meet with the Board annually to review guidelines as established. Bylaws will be established to provide direction for the Board of Directors.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorize development of the Board and establishment of the account for which the funds are held.

Adopted this 23rd day of December 2003.

Faribault City Council

Charles Ackman, Mayor

ATTEST:

Timothy Madigan, City Administrator

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-199

RESCIND AND REPLACE RESOLUTION 86-201 FORMATION OF THE PETER K. SMITH FUND

WHEREAS, the Faribault City Council approved Resolution 86-201 at its December 22, 1986, meeting to form the Peter K. Smith Fund; and

WHEREAS, a three-member Advisory Committee was established to determine the guidelines to be used for the fund; and

WHEREAS, the City Council desires to rescind and replace Resolution 86-201 to dissolve the three-member Advisory Committee and appoint the Parks and Recreation Advisory Board to be responsible for administration of the Peter K. Smith Fund and determine its guidelines.

WHEREAS, G. Kendall Smith has offered to give to the City certain real estate located at 827 Barron Road with certain conditions attached; and

WHEREAS, it appears to the Council that the conditions are not contrary to the public welfare and are enumerated as follows:

1. That the gift is made in honor of the memory of the donor's deceased son, Peter K. Smith.
2. That the house be sold by the City and that after all the expenses of the sale are deducted from the receipts of the sale that the balance of the proceeds be placed in a Peter K. Smith designated account for use in connection with the Recreation Department's little league baseball program as is more specifically set forth in a letter dated December 12, 1986, from donor's attorney James R. Korman.

WHEREAS, it appears to the Council that the offered gift should be accepted in the spirt of the conditions as hereinbefore set forth and in accordance with the letter of James R. Korman, hereinbefore referred to, but nevertheless, unconditionally as the City does not maintain individual endowment funds or trust funds, except by special ordinance which the Council might consider enacting at some future time, if found to be feasible.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault accept the gift of the premises located at 827 Barron Road and place such premises for public sale under the uniform contract laws of the State of Minnesota for an amount of not less than its appraised value.

ALSO, BE IT RESOLVED, that the City cause such premises to be appraised by two independent appraisers and that the cost of such appraisals be paid out of the sale price received for such premises, together with any other expenses in connection with the care, maintenance and sale of such premises.

ALSO, BE IT RESOLVED, that the net receipts from the sale of such premises be set up as a designated account to be known as the Peter K. Smith Fund and that so far as possible be used in keeping with the spirit of the letter of James R. Korman dated December 12, 1986.

ALSO, BE IT RESOLVED,, it is specifically understood in this resolution that while the City will attempt to follow the wishes of the donor that the gift is accepted without any conditions whatsoever and that the City may use the Peter K. Smith Fund for any purpose that the Council may deem necessary or appropriate.

ALSO, BE IT RESOLVED, that in the event the donor shall convey the real estate hereinbefore mentioned to the City, unconditionally, that the City Administrator convey to the donor the thanks of the citizens of the City of Faribault on behalf of the City Council.

ALSO, BE IT RESOLVED, that the City Council rescinds Resolution 86-201 and replaces it with Resolution 2023-198 to dissolve the three-member Board of Directors and appoint the Parks and Recreation Advisory Board to be responsible for administration of the Peter K. Smith Fund and determine its guidelines.

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

RESOLUTION 86 - 201

WHEREAS, G. Kendall Smith has offered to give to the City certain real estate located at 827 Barron Road with certain conditions attached; and

WHEREAS, it appears to the Council that the conditions are not contrary to the public welfare and are innumerated as follows:

1. that the gift is made in honor, of the memory of the donor's deceased son, Peter K. Smith.

2. that the house be sold by the City and that after all the expenses of the sale are deducted from the receipts of the sale that the balance of the proceeds be placed in a Peter K. Smith designated account for use in connection with the recreation departments little league baseball program as is more specifically set forth in a letter dated December 12, 1986, from donor's attorney James R. Korman.

3. that a Peter K. Smith advisory committee consisting of Gordon Elleby, Don Burkhartzmeyer and James R. Korman be appointed to advise the City Council or the City Recreation Department relative to the expenditure of funds.

WHEREAS it appears to the council that the offered gift should be accepted in the spirit of the conditions as hereinbefore set forth and in accordance with the letter of James R. Korman, hereinbefore referred to, but nevertheless, unconditionally as the City does not maintain individual endowment funds or trust funds, except by special ordinance which the Council might consider enacting at some future time, if found to be feasible;

IT IS RESOLVED:

1. That the City of Faribault accept the gift of the premises located at 827 Barron Road and place such premises for public sale under the uniform contract laws of the State of Minnesota for an amount of not less than its appraised value.

2. That the City cause such premises to be appraised by two independent appraisers and that the cost of such appraisals be paid out of the sale price received for such premises, together with any other expenses in connection with the care, maintenance and sale of such premises.

3. That the net receipts from the sale of such premises be set up as a designated account to be known as the Peter K. Smith Fund and that so far as possible be used in keeping with the spirit of the letter of James R. Korman dated December 12, 1986.

4. That Gordon Elleby, Don Burkhartzmeyer and James R. Korman are hereby respectively appointed for terms of 3, 2 and 1 years as an advisory committee to the Council and the Park and Recreation Board, but that any requests or advise is only advisory and the Council or Park and Recreation Board shall not be required to follow such requests or advise.

5. It is specifically understood in this resolution that while the City will attempt to follow the wishes of the donor that the gift is accepted without any conditions whatsoever and that the City may use the Peter K. Smith fund for any purpose that the Council may deem necessary or appropriate.

6. That in the event the donor shall convey the real estate hereinbefore mentioned to the City, unconditionally, that the City Administrator convey to the donor the thanks of the citizens of the City of Faribault on behalf of the City Council.

7. That the Finance Council Committee consider the feasibility of establishing by ordinance a special trust fund to receive gifts and bequests to be used for special designations by the donors, including the Peter K. Smith fund.

Adopted: December 22, 1986.

Mayor

ATTEST:

City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-205 Accept Donations to the Parks and Recreation Department

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

This is a request to accept the following donations for the designated areas:
Wayne Winjum in Memory of Esther Hunt Winjum: Park Bench, $2,000.00

Lisa Karsten in Memory of Lorena (Heacock) Heinz: Concerts in the Park, $50.00.

Recommendation:
Approve Resolution 2023-205

Attachments:
1. Resolution 2023-205 Accept Donations to Faribault Parks and Recreation Department

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-205

ACCEPT DONATIONS TO THE PARKS AND RECREATION DEPARTMENT

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

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

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

Wayne Winjum in Memory of Esther Hunt Winjum: Park Bench, $2,000.00

Lisa Karsten in Memory of Lorena (Heacock) Heinz: Concerts in the Park, $ 50.00.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of $2,050.00 for the specified funds.

Date Adopted: November 14, 2023

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-206 Approve Appointment of Board and Commission Member

Background:
An application was received from Phillip Parrish to serve as a member of the Charitable Gambling Board for The Catholic Church of Divine Mercy of Faribault who operates charitable gambling in the city of Faribault. If appointed, Mr. Parrish's term will expire on January 31, 2024.

Recommendation:
Approve Resolution 2023-203

Attachments:
1. Resolution 2023-206 Approve Appointment of Board and Commission Member
2. Board-Commission Appointments 2023-09-12
3. Parrish, Philip - Application

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-206

APPROVE APPOINTMENT OF BOARD AND COMMISSION MEMBER

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

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

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

Appointee	Board/Commission	Expiration
Phillip Parrish	Charitable Gambling Board	1/31/2024

Date Adopted: November 14, 2023

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

2023 CITY COUNCIL COMMITTEES – Working Copy

JOINT COMMITTEE (Work Session) (7)
Meets the first and third Tuesday of every month at 6:00 pm. Other meetings as needed.
Members: Mayor and all City Councilmembers

ANNEXATION COMMITTEE (3)
Meets as needed.
Members: Mayor Voracek, Councilmembers Ross and Spooner
Staff Liaison: City Administrator & CED Director

LABOR COMMITTEE (2)
Meets as needed.
Membe: Mayor Voracek and Councilmember Ross
Staff Liaison: City Administrator & Human Resources Director

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

2023 COUNCIL APPOINTMENTS AND REPRESENTATIVES – Working Copy

Vice Mayor
Councilmember van Sluis

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

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

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

Committee Name	Council Appointees	Staff Rep.
ALEXANDER PARK COMMITTEE	Spooner, Mayor Voracek	P. Peanasky
BMX TRACK BOARD	Ross	P. Peanasky
BUCKHAM WEST (SENIOR CENTER)	Ross	P. Peanasky
FARIBAULT HOUSE BUILDING COMMITTEE	van Sluis	N/A
ICE ARENA BOARD	Thiele, Mayor Voracek	P. Peanasky
JOINT DISPATCH BOARD	van Sluis	D. Dienst
MAIN STREET COMMITTEE	Doumbouya	D. Wanberg
MILL TOWNS TRAIL BOARD	van Sluis, Doumbouya	M. Duchene
PARADISE CENTER FOR THE ARTS BOARD	van Sluis	N/A
RICE COUNTY COMMUNITY AND JUSTICE COUNCIL(RCCJC)	Caron	

RIVERBEND NATURE CENTER BOARD	Spooner	N/A
SOCCER COMPLEX BOARD	Thiele	P. Peanasky
TOWNSHIP FIRE CONTRACT COMMITTEE	Spooner, Mayor Voracek	D. Dienst

AIRPORT ADVISORY BOARD – Ch. 3, Art. II, City Code of Ordinances (Ord. A-368, 76-09, 95-19, 2021-1); Seven (7) members (a minimum of 5 members who reside or work in the city, and up to 2 residents of the county); Advises the City Council and City Administrator on the construction, improvement, maintenance and operation of the municipal airport, and general aviation activities affecting the community.

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

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

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

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

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

ECONOMIC DEVELOPMENT AUTHORITY – Enabling Resolution 2016-239 (Res. 86-77, 2001-98, 2005-35,

and 2008-015); The EDA has authority to take action on economic development programs for business and industry. The EDA manages tax increment financing districts and multiple grant and loan programs. Its powers are defined by state law.

ECONOMIC DEVELOPMENT AUTHORITY	Appointed	Term	Expiration
1. Mayor Kevin Voracek (Council Rep.)	1/8/2019	4 yrs.	1/14/2025
2. Rodney Gramse	2/11/2014	6 yrs.	1/28/2025
3. Tom Spooner (Council Rep.)	1/24/2023	4 yrs.	1/26/2027
4. Will Fort*	8/24/2021	6 yrs.	1/26/2027
5. David Campbell	1/25/2022	6 yrs.	1/25/2028
6. Andrew (AJ) Smith	4/12/2022	6 yrs.	1/23/2029
7. Christine Jeanes	6/13/2023	6 yrs.	1/23/2029

*Appointed to partial term to fill vacancy due to resignation

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

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

*Appointed to partial term to fill vacancy due to resignation

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

HERITAGE PRESERVATION COMMISSION	Appointed	Term	Expiration
1. Cori Weems	1/26/2021	3 yrs.	1/31/2024
2. Ron Dwyer	2/23/2021	3 yrs.	1/31/2024
3. Rob Kuhlman	1/25/2022	3 yrs.	1/31/2025
4. Lee Nordmeyer	4/14/2020	3 yrs.	1/31/2025
5. David Sauer	1/14/2020	3 yrs.	1/31/2026

6.	Sam Temple	1/14/2020	3 yrs.	1/31/2026
7.	Colton Hogan	1/24/2023	3 yrs.	1/31/2026

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

HOUSING AND REDEVELOPMENT AUTHORITY	Appointed	Term	Expiration
1. Sara Caron (Council rep)	1/24/2023	1 yr.	1/31/2024
2. OPEN*		5 yrs.	1/31/2024
3. Colin Maltbie*	6/27/2023	5 yrs.	1/31/2025
4. Loni Ahlers	2/26/2013	5 yrs.	1/31/2026
5. Mandy Barnes*	2/28/2023	5 yrs.	1/31/2026
6. Travis McColley	11/9/2021	5 yrs.	1/31/2027
7. Travis Kath	2/22/2022	5 yrs.	1/31/2027

*Appointed to partial term to fill vacancy due to resignation

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

ICE ARENA BOARD (CITY REPS)	Appointed	Term	Expiration
1. Mayor Kevin Voracek (Council rep)	1/24/2023	1 yr.	1/31/2024
2. Chuck Thiele (Council rep)	2/28/2023	1 yr.	1/31/2024
3. Paul Peanasky (City rep)	1/24/2023	3 yrs.	1/31/2026

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

LIBRARY ADVISORY BOARD	Appointed	Term	Expiration
1. Kate McGrogan*	4/25/2023	3 yrs.	1/31/2024
2. Melissa Kuhl	1/9/2018	3 yrs.	1/31/2024
3. Keri Simon	2/23/2016	3 yrs.	1/31/2025
4. Jayne Spooner	1/22/2019	3 yrs.	1/31/2025
5. Gordon Liu	1/25/2022	3 yrs.	1/31/2026
6. Anneke Musselman	1/24/2023	3 yrs.	1/31/2026
7. Luella Coulter (student)	1/24/2023	1 yr.	1/31/2024

*Appointed to partial term to fill vacancy due to resignation

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

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

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

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

*Appointed to partial term to fill vacancy due to resignation

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

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

*Appointed to partial term to fill vacancy due to resignation

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

develop fundraising efforts.

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

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

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

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

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

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

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

Bethlehem Academy – Carbone's, Grampa Al's, Country Club			
1. Troy Marquardt	2017	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
Divine Mercy School – Signature Bar, Carbone's			
1. Daniel Moyer	5/22/2022	2 yrs.	1/31/2025
2. Alternate		2 yrs.	1/31/2024
Eagles			
1. Jon Sirek	1/25/2012	2 yrs.	1/31/2024
2. Clayton LaCroix (Alternate)	2/28/2023	2 yrs.	1/31/2025
Elks			
1. Mike Donkers	6/8/2021	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
Faribault Hockey Association – Depot, Bashers, Joe's, Carbones			
1. Rick Caron	9/13/2011	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
Faribault Wrestling Club – J&J Bowling Center			
1. Jason Tobin	8/28/2007	2 yrs.	1/31/2024
2. Jamie Hausen (Alternate)	2/14/2023	2 yrs.	1/23/2025
Knights of Columbus			
1. Peter Dodge	1/9/2018	2 yrs.	1/31/2024
2. Alternate		2 yrs.	1/23/2025
Moose			
1. Horace Vogesaa	2/23/2021	2 yrs.	1/31/2024
2. David Schwichtenberg (Alternate)	2/28/2023	2 yrs.	1/31/2025
Morristown Fire Relief - Our Place on 3rd			
1. Terry Meschke	3/12/2019	2 yrs.	1/31/2024
2. Johnathan Chmelik (Alternate)	2/14/2023	2 yrs.	1/31/2025
Defeat of Jesse James Days Committee – Corks and Pints			
1. Shelia Radtke	3/12/2019	2 yrs.	1/23/2025
2. Alternate		2 yrs.	1/23/2024
Faribault Youth Rotary Services – Boxer's			
1. Brenda DeMars	6/8/2021	2 yrs.	1/23/2025
2. Chad Koepke (Alternate)	6/8/2021	2 yrs.	1/23/2024

Heather Slechta

From: noreply@civicplus.com
Sent: Friday, October 27, 2023 9:33 AM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board, Commission or Committee you wish to apply for	Charitable Gambling Board
First Name	Phillip
Last Name	Parrish
[redacted]	
Occupation	Parish Executive Administrator
List the day and hours you are available for meetings	All
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which one(s)?	*Field not completed.*
Have you served on a Board, Commission or Committee before>	No
If yes, which one(s)?	*Field not completed.*

Please list your reasons for your interest to serve on this board or commission	To assure participation in gambling activities oversight
Please list your experience or expertise you can provide if appointed	Parish Executive Administrator, Finance and budget planning, Staff Training, Oversight of gambling operations

[redacted]

Email not displaying correctly? View it in your browser.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Dustin Dienst, Director of Fire & Code Services
MEETING DATE:	November 14, 2023
SUBJECT:	Approve Purchase of Fire Apparatus Chassis

Background:
The chassis for this fire apparatus was approved at the October 24, 2023 City Council meeting but the invoice amount was incorrect. That will be remedied by this action.

In the 2023 Capital Improvement Plan, funding was approved for the purchase of a new fire apparatus. Because of supply chain issues, the chassis for this apparatus has been delayed until now. The ownership of this apparatus is split in half 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. We shopped around at local dealers and considered all brands of trucks and we ended up choosing a Ford chassis for a variety of reasons. Because of supply chain issues and the availability of Ford chassis, we worked with Apple Valley Ford as they are a large Ford dealer and receive chassis before other dealers.

Recommendation:
Approve the Purchase of a 2023 Ford Super Duty F-550 from Apple Valley Ford for $52,550.64

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.	ORDER DATE
89407	OCT 25 20 23

SALESPERSON'S NAME (PLEASE PRINT): SCOTT MILLER

ORDERED COLOR	ORDERED TRIM	ORDERED ENGINE
RACE RED	MED DK SLA	

PURCHASER'S NAME: CITY OF FARIBAULT
CO-BUYER'S NAME:

PURCHASER'S STREET ADDRESS: 208 NW 1ST AVE FARIBAULT
STATE: MN
ZIP: 55021

RESIDENCE PHONE	BUSINESS PHONE	RESIDENCE COUNTY	DRIVER'S LICENSE NUMBER	BIRTHDATE
(507)339-3137	(507)332-2881	RICE		

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE: [X] 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	1FDUF5HN7PDA16191	3
VEHICLE TRADED						

Ins. Agent _____ Address _____ Phone _____

Buyer's Insurance Co. FIRST NATIONAL Policy #: CMC1000435-7

CUSTOMER INITIALS	CHECK ONE	
	[ ]	NO REBATE
	[ ]	REBATE ASSIGNED TO DEALER
	[ ]	REBATE ASSIGNED TO CUSTOMER

REBATE AMOUNT N/A

REBATE CHECK NO. _____

OTHER CONDITIONS OF SALE

POLLUTION CONTROL SYSTEM DISCLOSURE (TRADE-IN VEHICLE)

in order to comply with Minnesota Statues, 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.

BASE PRICE OF VEHICLE SOLD MANUFACTURERS INSTALLED OPTIONS	$ 52350.64
PURCHASE PRICE	$ 52350.64
DISCOUNT	N/A
CASH PRICE	52350.64
TRADE-IN ALLOWANCE	N/A
TRADE DIFFERENCE	$ 52350.64
TOTAL TAXABLE SALE	$ 52350.64

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	52550.64
TRANSIT TAX	N/A	LESS CASH DOWN	N/A
TOTAL LICENSE & FEES →			N/A
		SUBTOTAL	52550.64
		LESS ADDITIONAL DOWN (–)	N/A
		PLUS PAY-OFF (+)	N/A
		DUE ON DELIVERY	$ 52550.64

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.

Accepted X _____

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

_____
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:	Mark DuChene, City Engineer
MEETING DATE:	November 14, 2023
SUBJECT:	Approve Water Crossing License with Minnesota Department of Natural Resources

Background:
The City's adopted 2023-2028 Capital Improvement Plan includes replacing the 20 inch watermain that crosses the Straight River and is currently tied to the bottom of the 2nd Street pedestrian bridge with a new 20 inch watermain that will be bored under the UPRR and under the Straight River to provide a more resilient watermain crossing.

This watermain is the main watermain feed from the City's water treatment plant to the storage reservoirs on the east side which distribute water to the majority of the City.

As part of the project, the City is required to get a License for Utility to Cross Public Waters from the Minnesota DNR. Attached is a copy of the license agreement which has a term of 50 years and a one-time license fee of $293.

Recommendation:
Approve Water Crossing License with Minnesota Department of Natural Resources

Attachments:
1. UWAT013425 License Signature Letter
2. UWAT013425 Water Crossing License

DEPARTMENT OF NATURAL RESOURCES

October 31, 2023,

Mark DuChene
City of Faribault
208 First Avenue NW
Faribault, MN 55021

RE: License # UWAT013425
Legal Description: Covering certain public water in Rice County

Dear Licensee:

Enclosed is a copy of the above license for execution by your company. The application is not included in this mailing but will be made a part of the final license when completed. The license is for a 50-year period for a pipeline commencing on November 15, 2023. A fee of $293.00 is payable upon return of this license. You are required to comply with the terms of the license including certain construction procedures. Please refer to the additional special provisions that have been added to the license. In addition, note the resource comments listed below.

Please have the license signed by an officer of your company, with the officer's title listed beneath his or her signature. If it is signed by a person who is not an officer of the company, please provide a copy of the power of attorney or board resolution which authorized this person to sign on behalf of the company. You can sign in one of two ways: with an electronic signature and email it or with a wet signature and mail it to me at our office for execution by the State.

Please mail your check directly to our office. **Enclose payment of $293.00 made payable to the Department of Natural Resources.** Payment is for the term of the license. The executed license with application and attachments will be sent to you for your files within 2-3 weeks.

Please contact me 10 days prior to installation and within 10 days following completion of licensed work. Once construction is completed, please send me the "as-built survey," if one is available, for the crossings incorporated under this license. If you have any questions, please contact me at Krista.Howk@state.mn.us or 507-233-1212. Thank you.

Sincerely,

Krista Howk
Realty Specialist

Enclosure: License document for signature

cc: Army Corps of Engineers
Aaron Stolte, Kimley-Horn and Associates, 767 Eustis Street, Suite 100, St. Paul, MN 55114

MINNESOTA DEPARTMENT
OF NATURAL RESOURCES

LICENSE NUMBER UWAT013425
COMPANY PROJECT NO:

LICENSE FOR UTILITY TO CROSS PUBLIC WATERS

This license is issued by the State of Minnesota, acting by and through its commissioner of natural resources, and hereafter called the "State", under authority and subject to Minnesota Statutes, section 84.415, and Minnesota Rules Chapter 6135 and other applicable law, to the Licensee as named and for the fee and term as specified below.

Name and Address of Licensee: City of Faribault
208 First Avenue NW
Faribault, MN 55021

License Fee: Two hundred ninety-three and NO/100 Dollars ($293.00)

Term (years): 50 Years

Effective Date: November 15, 2023

Expiration Date: November 14, 2073

Purpose of License: Construction, maintenance and operation of a liquids pipeline under water under the covenants and agreements of the Licensee to use the following described waters:

That part of the following descriptions as shown on the attached application and map, all of which are made a part hereof by reference.
SE ¼ NE ¼ in Section 31, Township 110 North, Range 20 West, in Rice County

This license is granted subject to the following provisions:

1. **Use of premises.**
   A. This license is subject to the provisions of Minnesota Statutes, section 84.415 and Minnesota Rules Chapter 6135. All standards of Chapter 6135 are incorporated as terms and conditions of this license, except such variations as are identified and approved by the State in the license applications, plans and specifications which are attached and made part of the terms and conditions of this license. The Licensee is bound by the crossing location and installation method as detailed in the application and approved by the State. The Licensee shall not deviate from the terms and conditions of this license or the application as approved by the State unless it has first obtained written permission from the State.
   B. When the installation occurs more than six months after the issuance of the license, the Licensee shall contact the State 20 days prior to installation.
   C. No merchantable timber shall be cut, used, removed or destroyed without first paying the State the timber value in the sum stated above as determined by the State. Slash material on state water crossings must be disposed of within 30 days of clearing activities.
   D. For overhead crossings of state waters, lines shall have a minimum clearance of 25 feet above the water, unless otherwise approved by the State.
   E. When directed by the State as a condition of the license, flight diverters shall be placed on overhead utility lines.
   F. Any cable or conduit located at a shoreline shall be sufficiently buried so that it does not become exposed.
   G. When directed by the State as a condition of the license, underwater crossings shall be marked by permanent signs on the banks at the points where the line enters and leaves the public waters.
   H. To protect fish spawning activities, the State may prohibit work in the public water or within a specified distance of the public water during the spawning season.

2. **State's rights and reservations.** The use of these waters by the Licensee in constructing or maintaining the lines for which this license is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. The

Licensee will not cause any unnecessary hindrance to the activities of the State and shall allow access across the license area by the State when needed.

3. **Erosion and Revegetation.**
   A. Erosion control measures shall be adequately designed for site characteristics. They shall be installed prior to commencement of construction and maintained for as long as needed. All erosion control measures installed next to a water body shall run parallel to the contours.
   B. All disturbed areas shall be restored to original contours and elevations and stabilized as soon as possible following construction. Areas of subsidence and crowning shall be repaired. Topsoil shall be reserved on site and used to re-dress disturbed areas.
   C. All disturbed areas shall be revegetated using state approved seed mixes. All seed and plant materials shall be certified weed-free. Weed-free straw or hay shall be used for mulching and erosion control. Native species plants should be used, whenever possible, to revegetate disturbed areas. This revegetation should occur as early in the season as possible to permit adequate regrowth.
   D. The Licensee shall monitor revegetation at state water crossings until the site is stabilized and the vegetation is self-sustaining. Where severe or repeated damage is occurring or where measures have not been successful, preventative and corrective actions shall be taken by the Licensee, including construction of appropriate barriers, installation of warning signs, and other methods in consultation with the State.
   E. The Licensee shall routinely inspect for erosion that may develop during the term of the license. Areas of erosion shall be stabilized by the Licensee.
   F. If a disturbed area cannot be stabilized with vegetation before September 15 in the year that the utility was installed, the Licensee shall submit a written site stabilization plan to the State for approval. This plan shall describe erosion control, mulching, dormant seeding and monitoring. Seeding shall occur as soon as soil conditions are suitable.
   G. Excavated materials shall not be deposited or stored alongside public water in a manner where the materials can be redeposited into the public water by reasonably expected high water or storm run-off.

4. **Herbicides and Pesticides.**
   A. The Licensee must request and obtain written permission to apply herbicides or pesticides to state waters from the State prior to treatment. This request shall consist of (1) a map identifying proposed treatment areas and (2) a description of the proposed treatment plan, including target species, herbicide or pesticide name, rate of application, a description of application method, and beginning and end dates. All applications must be according to label regulations and as otherwise specified by the State. The Licensee shall not apply pesticides that are restricted for use on certified state forest land administered by the State.
   B. The Licensee must submit annual reports detailing herbicide or pesticide application on areas covered under the license. The report must include the dates, acres, location expressed as quarter-quarter section, township and range, herbicide or pesticide used, target species, and such other information as may be reasonably required by the State for the purpose of verifying herbicide or pesticide use.
   C. The Licensee shall post all places commonly used by the public for access along the utility corridors treated with herbicides or pesticides.

5. **Invasive Species.**
   A. The Licensee shall inspect all state water crossings for the presence of invasive species and noxious weeds prior to commencing clearing activities and take action to prevent their spread. For installation of the utility line, the State will identify on a map the known infested sites to be avoided. For maintenance and operation, the Licensee is responsible for obtaining updated information on known infested sites.
   B. If the State or the Licensee discover additional invasive species infestation areas on state water crossings during construction, the Licensee shall immediately take action to prevent spread from the newly discovered infested area and then consult with the State on a resolution.
   C. The Licensee shall prevent invasive species from entering into or spreading within state water crossing by cleaning equipment and clothing prior to arriving at the license area. The Licensee shall legally dispose of material cleaned from equipment and clothing at a location offsite and the materials must be secured prior to transport to avoid dispersal.
   D. Whenever possible, parking, staging areas and travel routes shall not be within known infested sites. Where there are multiple state water crossings and at least one contains invasive species, the Licensee shall to the extent practicable start work at the site with the fewest number of invasive plants, leaving the most heavily

infested sites to last. The Licensee shall make every effort to schedule operations and site visits to avoid the spread of weed seed.

E. The Licensee shall continue to control invasive species on state water crossings for the terms of the license using methods approved by the State.

6. **Crossing of State Trail.**
   A. The location of any crossing of a state trail must be approved in advance by the State. The State may provide written instructions as to specific construction standards to be followed for the crossing of the state trail.
   B. Utility installation and maintenance activities shall be conducted in a manner so as to minimize disturbance of state trail use and to separate the public from work areas. The Licensee must provide signs to warn state trail users of construction hazards.
   C. The Licensee is responsible for repairing any damage to the state trail in a manner satisfactory to the State.
   D. For maintenance and operations, prior approval must be obtained from the State for the cutting or trimming of trees within the state trail right-of-way.
   E. The Licensee may not close the state trail right-of-way without the prior written approval of the State.

7. **Maintenance, operations and repairs.**
   A. The Licensee must keep the premises in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon.
   B. After initial installation, no merchantable timber shall be cut, used, removed or destroyed by the Licensee without first contacting the State at least 60 days in advance to determine if a timber payment is needed. Slash material on state water crossings must be disposed of within 30 days of maintenance activities.
   C. Emergency repairs and replacements may be made without prior notification to the State by the Licensee according to conditions and standards prescribed by Minnesota Rules, Chapter 6135 and the method of installation identified in this license. The Licensee shall notify the State of this activity as soon as practicable.
   D. The Licensee shall employ appropriate erosion and sedimentation measures at the site during any emergency repairs. The State must approve plans for restoration of the site after the emergency repairs are conducted.
   E. Other than the herbicide or pesticide application reporting as provided in paragraph 4, the Licensee shall notify the State of the extent and method of any routine maintenance and the proposed schedule. The notification must be in writing and must be provided either annually or at least 20 days prior to commencing any routine maintenance work on state water crossings subject to this license. The Licensee shall include a specific description of the proposed maintenance activities including location, clearing methods, erosion and sedimentation control measures, removal of merchantable timber, revegetation plans, and plans for preventing the spread of invasive species. The Licensee may commence any routine maintenance work unless notified to the contrary by the State within 20 days after the State's receipt of the maintenance plan. The State may require the Licensee to adjust its maintenance plans due to natural resource management concerns.

8. **State inspection.** The project hereunder shall at all times during and after construction be subject to inspection by the State and for that purpose the Licensee shall grant access to the premises at all reasonable times.

9. **Compliance with laws.** The Licensee shall comply with all federal, state and local laws and regulations, including municipal ordinances, affecting said lands or the area in which they are situated.

10. **Taxes and assessments.** The Licensee will pay when due all taxes and assessments levied against said waters or any improvements owned, used, or controlled by the Licensee, provided that the taxes or assessments are imposed due to this license.

11. **Enforcement.** No delay by the State in enforcing any of the conditions of this license shall operate as a waiver of any of its rights.

12. **Liability.** This license is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting of the license or on account of any damage to any person or property resulting from any act or omission of the Licensee or any of its agents, employees, or contractors relating to any license matter. This license shall not be construed as estopping or limiting any legal claims or right of action of any person against the Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or

right of action of the State against the Licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. The Licensee shall indemnify and hold harmless the State from all claims arising out of the Licensee's use of the above described lands whether such claims are asserted by civil action or otherwise.

13. **Termination and cancellation.**
    A. At the end of the license period and if both parties wish to renew, the renewal fee will be determined by the State.
    B. This license shall be cancelable upon reasonable notice by the State for violation of any of its terms, or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason. Licensee shall ensure that Licensee's employees, agents and contractors have received and thoroughly understand all conditions of this license.
    C. Unless otherwise authorized by the State, upon the surrender, expiration or cancellation of this license, the Licensee shall remove from the above described lands all the utility lines and related structures owned by it. If Licensee does not remove such lines or related structures, all such lines or structures remaining shall become the property of the State, to be used or disposed of as the State elects. If the State requires the Licensee to remove utility lines and related structures and Licensee fails to do so, the Licensee agrees to pay the State for the costs of removing and disposing of such lines or structures.

14. **Assignment or transfer.** The Licensee shall not without the State's prior written consent: a) assign, convey or otherwise transfer this license or any interest under it; b) sublet the license corridor or any part thereof; or c) permit the use or occupancy of the license corridor or any part thereof by anyone other than the Licensee. This license shall extend to, and bind the successors, heirs, legal representatives and assigns of the Licensee, if any. The State may require a party who has requested to sublet, use or occupy the license corridor to obtain a separate license from the State prior to occupying or using the license corridor.

15. **Reports.** The Licensee must submit reports on herbicide and pesticide use as provided in paragraph 4 and maintenance and repair work as provided in paragraph 7.

16. **Contacts.** The contact for the State is the Regional Lands and Minerals Operations Supervisor, who is Cheryl Kelley-Dobie at 218-308-2627. Any questions about this license shall be directed to the Regional Lands and Minerals Operations Supervisor. The Regional Lands and Minerals Operations Supervisor may direct the Licensee to contact additional State staff for reviews and approvals.

17. **Special provisions.** This license is subject to the SPECIAL PROVISIONS attached hereto. NONE.

ACCEPTED AND ACKNOWLEDGED

CITY OF FARIBAULT
Licensee

By _____

Name _____

Title _____

Date _____

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____
Regional Lands and Minerals Operations Supervisor

Date _____

Form approved by Lands and Minerals Division, DNR, March 5, 2015.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	November 14, 2023
SUBJECT:	Approve Change Order No. 3 for Airfield Lighting Improvement Project at Municipal Airport

Background:
Attached is Change Order No. 3 for $460.68 for the Airfield Lighting Improvement Project at the Municipal Airport. The change order is for the reconciliation of final quantities. The item has been reviewed by the Engineer, Contractor and staff and is recommended for approval.

The original contract for the project was $263,757.00. The approval of Change Orders No. 1 & No. 2 revised the contract to $283,669.65 (+7.55%). The approval of Change Order No. 3 revises the contract to $284,130.33 (+7.72%). This is the final change order for the project. Funding for the change order will be provided by the Airport Fund (225).

Recommendation:
Approve Change Order No. 3 for the Airfield Lighting Improvement Project

Attachments:
1. Change Order No. 3 - Airfield Lighting - Final Quantities

CHANGE ORDER NUMBER 3

OWNER: City of Faribault
208 First Avenue
Faribault, MN 55021

CONTRACTOR: Neo Electrical Solutions, LLC
1720 State Ave NW
Owatonna, MN 55060

PROJECT NAME: Airfield Lighting Improvements

CONTRACT DATE: August 9, 2022

PROJECT NO.: FAA A.I.P. No. 3-27-0030-016

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY FULLY EXECUTED BY THE CONTRACTOR, THE OWNER AND THE ENGINEER. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, HE SHOULD EXECUTE ALL COPIES AND RETURN ALL COPIES TO THE CONSTRUCTION PROJECT MANAGER. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE BY THE AMOUNT SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE.

DESCRIPTION OF CHANGE: Final Quantity Reconciliation

Back up support for this item **is** attached to and made part of this change order (Attachments A and B).

ORIGINAL TOTAL CONTRACT PRICE	$	263,757.00
APPROVED COST ADDITIONS (DELETIONS) TO DATE + or (-)	$	19,912.65
AMOUNT OF THIS CHANGE ORDER + or (-)	$	460.68
REVISED TOTAL CONTRACT PRICE	**$**	**284,130.33**
PERCENTAGE FOR THIS CHANGE ORDER OF ORIGINAL CONTRACT PRICE		0.17%
TOTAL CHANGE ORDER PERCENTAGE OF ORIGINAL CONTRACT PRICE		**7.72%**
ORIGINAL CONTRACT COMPLETION DATE		11/4/22
APPROVED CALENDAR DAY ADDITIONS (DELETIONS) TO DATE + or (-)		28
CALENDAR DAYS UNDER THIS CHANGE ORDER + or (-)		0
REVISED COMPLETION DATE (*from change order 2)*		**10/27/23**

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTES FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THIS WORK COVERED BY THIS CHANGE. THE CONTRACTOR HEREBY WAIVES AND RELEASE ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OF WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE

Contractor: Neo Electric Solutions, LLC

Ben Melin — 10/18/2023

Signature — Date

Ben Melin — Project Manager

Typed Name — Title

A/E RECOMMENDED FOR APPROVAL

Engineer: Foth Infrastructure & Environment, LLC.

Adam Wilhelm — *October 17, 2023*

Signature — Date

Adam Wilhelm, P.E. — Project Manager

Typed Name — Title

OWNER RECOMMENDED FOR APPROVAL

Owner: City of Faribault

Signature — Date

Tim Murray — City Administrator

Typed Name — Title

CHANGE ORDER No. 3 – ATTACHMENT A

CONTRACT ITEM AND SCHEDULE DESCRIPTIONS

CONTRACT ITEM ADJUSTMENTS:

Add Item 1 Reconciliation of Final Quantities

Description:
The work has been substantially completed, and final quantities have been determined. The reconciliation of final quantities reflects the changes between as-built and as-bid quantities. Included with Attachment B is a spreadsheet detailing the project quantities, as-built quantities, and associated quantity and cost change for the project.

Cost:
The cost changes associated with each contract item are further detailed in attached quantity reconciliation spreadsheet. The aggregate sum total cost change is as follows:

Reconciliation of Final Contract Quantities = $460.68

Total Change in Contract Price this Change Order = $460.68

CONTRACT SCHEDULE:
No Change

October 27, 2023 Completion Date

CHANGE ORDER NO. 3 – ATTACHMENT B

ENGINEER'S INDEPENDENT COST ANALYSIS

Add Item 1 Reconciliation of Final Quantities

As-built quantities, as measured and agreed to by the Engineer and Contractor, are tabulated in the attached spreadsheet. The costs are based on the bid unit pricing, or on negotiated change order pricing.

City of Faribault
Faribault Municipal Airport (FBL)
Airfield Lighting Improvements
FAA AIP No. 3-27-0030-016

ITEM NO.	ITEM	UNIT	UNIT PRICE	BID QUANTITY	BID VALUE	QUANTITY COMPLETED	VALUE COMPLETED	QUANTITY CHANGE	COST CHANGE	% CHANGE
	BASE BID									
1	ELECTRICAL DEMOLITION	LS	$ 3,800.00	1	$ 3,800.00	1	$ 3,800.00	0	$ -	0%
2	No. 8 AWG, 5KV, L-824C CABLE, INSTALLED IN EXISTING CONDUIT	LF	$ 1.68	10,000	$ 16,800.00	10,676	$ 17,935.68	676	$ 1,135.68	7%
3	REPLACE EXISTING RUNWAY EDGE LIGHT CONDUIT (AS NEEDED)	LF	$ 35.00	30	$ 1,050.00	0	$ -	(30)	$ (1,050.00)	-100%
4	L-861 LED MEDIUM INTENSITY RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER. INSTALLED IN EXISTING BASE CAN	EA	$ 755.00	42	$ 31,710.00	42	$ 31,710.00	0	$ -	0%
5	L-861E LED MEDIUM INTENSITY RUNWAY END/THRESHOLD LIGHT AND ISOLATION TRANSFORMER. INSTALLED IN EXISTING BASE CAN	EA	$ 810.00	22	$ 17,820.00	22	$ 17,820.00	0	$ -	0%
6	L-861T LED MEDIUM INTENSITY TAXIWAY EDGE LIGHT AND ISOLATION TRANSFORMER. INSTALLED IN EXISTING BASE CAN	EA	$ 584.00	58	$ 33,872.00	58	$ 33,872.00	0	$ -	0%
7	INSTALL OWNER SUPPLIED LED POWER UPGRADE KIT IN EXISTING CURVED FACE SIZE 1 AIRFIELD SIGN	EA	$ 375.00	2	$ 750.00	3	$ 1,125.00	1	$ 375.00	50%
8	INSTALL OWNER SUPPLIED LED POWER UPGRADE KIT IN EXISTING CURVED FACE SIZE 2 AIRFIELD SIGN	EA	$ 390.00	2	$ 780.00	2	$ 780.00	0	$ -	0%
9	INSTALL OWNER SUPPLIED LED POWER UPGRADE KIT IN FLAT FACE SIZE 2 AIRFIELD SIGN	EA	$ 375.00	7	$ 2,625.00	7	$ 2,625.00	0	$ -	0%
10	L-801A, CLASS 2, LED BEACON REPLACEMENT ON EXISTING BEACON TOWER	EA	$ 16,200.00	1	$ 16,200.00	1	$ 16,200.00	0	$ -	0%
11	REPLACE EXISTING RUNWAY END INDICATOR LIGHTS (REILs) WITH LED REILs ON EXISTING FOUNDATION	EA	$ 11,900.00	2	$ 23,800.00	2	$ 23,800.00	0	$ -	0%
12	REPLACE EXISTING PRECISION APPROACH PATH INDICATOR (PAPIs) WITH LED PAPIs ON EXISTING FOUNDATION	EA	$ 29,000.00	2	$ 58,000.00	2	$ 58,000.00	0	$ -	0%
13	REPLACE FOUNDATION FOR EXISTING WINDCONE	EA	$ 3,400.00	1	$ 3,400.00	1	$ 3,400.00	0	$ -	0%
14	INSTALL AND REMOVE RUNWAY CLOSURE 'X's DURING CONSTRUCTION	LS	$ 10,500.00	1	$ 10,500.00	1	$ 10,500.00	0	$ -	0%
15	SPARE PARTS FOR ELECTRICAL ITEMS	LS	$ 3,650.00	1	$ 3,650.00	1	$ 3,650.00	0	$ -	0%
16	ELECTRICAL VAULT IMPROVEMENTS	LS	$ 14,000.00	1	$ 14,000.00	1	$ 14,000.00	0	$ -	0%
17	MOBILIZATION AND MISCELLANEOUS	LS	$ 25,000.00	1	$ 25,000.00	1	$ 25,000.00	0	$ -	0%
	TOTAL BASE BID				**$ 263,757.00**		**$ 264,217.68**		**$ 460.68**	**0.17%**
	CHANGE ORDERS									
CO#1	CHANGE ORDER 1: ROTATING BEACON HEATER AND CIRCUIT	LS	$ 4,387.65	1	$ 4,387.65	1	$ 4,387.65	0	$ -	0%
CO#2	CHANGE ORDER 2: 2KW CONSTANT CURRENT REGULATOR	EA	$ 15,525.00	1	$ 15,525.00	1	$ 15,525.00	0	$ -	0%
	TOTAL CHANGE ORDERS				**$ 19,912.65**		**$ 19,912.65**		**$ -**	**0.0%**

TOTAL CONSTRUCTION COSTS	CONTRACT VALUE	CONSTRUCTED VALUE	DIFFERENCE
	$ 283,669.65	**$ 284,130.33**	**$ 460.68**

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-207 Approve 2024 Tobacco License Renewals

Background:
The City Administrator's Office has received applications for the renewal of tobacco licenses issued in the City. The licenses would be effective January 1, 2024 through December 31, 2024.

All of the current licensees have submitted their required applications and various licensing forms. The City Attorney is in the process of reviewing all required insurance documents.

Recommendation:
Approve Resolution 2023-207

Attachments:
1. Resolution 2023-207 Approving 2024 Tobacco License Renewals

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-207

APPROVE 2024 TOBACCO LICENSE RENEWALS

WHEREAS, the following applicants:

Community Co-op C-Store E	28 E Division Street
Community Co-op C-Store W	1419 Division Street
Speedway #4610	2519 Lyndale Ave
Faribo Smoke Shop	2250 Hwy 60
Carriage House Liquor	32-2nd Street NE
Total Tobacco Outlet Plus Inc	328 4th Street NW #100
Boxers Grill Room and Party Pub	429 Central Ave N
Holiday Stationstores, LLC	707 4th Street NW
Hy-Vee Wine and Spirits	1920 Grant Street
Hy-Vee Gas	1920 Grant Street
Hy-Vee Grocery	1920 Grant Street
Walmart #1657 - Liquor Box	150 Western Ave NW
Walmart #1657	150 Western Ave NW
Casey's Retail Company	210 20th Street NW
Bauer's Southside Liquor	401 10th Street SW
Kwik Trip #745	102 5th Ave NE
Kwik Trip #772	1405 Highway 60
Kwik Trip #793	1955 2nd Ave NW
Fareway Spirits & More	430 NW 2nd Ave
Fareway Stores, Inc. #126	430 NW 2nd Ave
Walgreens #01951	612 4th Street NW
Vaping Studio, Inc.	1930 2nd Ave NW

have presented to the City of Faribault complete applications for renewal of their current tobacco licenses; and

WHEREAS, the establishments listed above have provided the proper fees and the Certification of Workers' Compensation forms.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes that the following listed establishments be granted tobacco licenses with the City of Faribault for the term of January 1, 2024 through December 31, 2024:

Community Co-op C-Store E	28 E Division Street
Community Co-op C-Store W	1419 Division Street
Speedway #4610	2519 Lyndale Ave
Faribo Smoke Shop	2250 Hwy 60
Carriage House Liquor	32-2nd Street NE
Total Tobacco Outlet Plus Inc	328 4th Street NW #100
Boxers Grill Room and Party Pub	429 Central Ave N
Holiday Stationstores, LLC	707 4th Street NW
Hy-Vee Wine and Spirits	1920 Grant Street
Hy-Vee Gas	1920 Grant Street
Hy-Vee Grocery	1920 Grant Street
Walmart #1657 - Liquor Box	150 Western Ave NW
Walmart #1657	150 Western Ave NW
Casey's Retail Company	210 20th Street NW
Bauer's Southside Liquor	401 10th Street SW
Kwik Trip #745	102 5th Ave NE
Kwik Trip #772	1405 Highway 60
Kwik Trip #793	1955 2nd Ave NW
Fareway Spirits & More	430 NW 2nd Ave
Fareway Stores, Inc. #126	430 NW 2nd Ave
Walgreens #01951	612 4th Street NW
Vaping Studio, Inc.	1930 2nd Ave NW

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-208 Approve 2024 Off-Sale Liquor License Renewals

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-208

Attachments:
1. Resolution 2023-208 Off Sale Liquor License Renewals

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-208

APPROVE 2024 OFF-SALE LIQUOR LICENSE RENEWALS

WHEREAS, the following establishments:

Bauer's Southside Liquors	Hy-Vee Wine & Spirits
Carriage House Liquors	Wal-Mart Stores, Inc.
Haskell's	Fareway Stores, Inc.
Slim's Liquor	

have presented applications for renewal of their current Off-Sale Intoxicating Liquor licenses; and

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

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

WHEREAS, the establishments listed have current Off-Sale Liquor licenses with the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, that the following listed establishments be granted Off-Sale Intoxicating Liquor Licenses with the City of Faribault for the term of January 1, 2024 to December 31, 2024:

Bauer's Southside Liquors	Hy-Vee Wine & Spirits
Carriage House Liquors	Wal-Mart Stores, Inc.
Haskell's	Fareway Stores, Inc.
Slim's Liquor	

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-209 Approve 2024 Club/Sunday Liquor License Renewals

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-209

Attachments:
1. Resolution 2023-209 Approve 2024 Club-Sunday Liquor License Renewals

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-209

APPROVE 2023 CLUB/SUNDAY LIQUOR LICENSE RENEWALS

WHEREAS, the following clubs:

Faribault American Legion Post 43	Eagles Club 1460
Faribault Moose Lodge	Elks Lodge

have presented applications to the City of Faribault Administration Office for renewals of their current Club On-Sale Liquor and Sunday Liquor Licenses; and

WHEREAS, the establishments listed have provided the proper fees; a Certificate of Liquor Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; provided the necessary Tax Information Form; a Certificate of Real Estate Taxes Paid from the Rice County Auditor/Treasurer showing that all taxes and assessments are paid to date; a Background Authorization Form, and have certified all of their servers serving alcohol have been properly trained according to City Code regulations; and

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

WHEREAS, the establishments listed have current Club Liquor and Sunday Liquor licenses with the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, the following listed establishments be granted Club On-Sale Liquor and Sunday Liquor Licenses with the City of Faribault for the term of January 1, 2024 to December 31, 2024:

Faribault American Legion Post 43	Eagles Club 1460
Faribault Moose Lodge	Elks Lodge

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-210 Approve 2024 Low Volume/Sunday Liquor License Renewal

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-210

Attachments:
1. Resolution 2023-210 Approve 2024 Low Volume Sunday Liquor License Renewal

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-210

APPROVE 2024 LOW VOLUME/SUNDAY LIQUOR LICENSE RENEWAL

WHEREAS, Corks and Pints has presented an application for renewal of their Low Volume Intoxicating On-Sale Liquor and Sunday Liquor License; and

WHEREAS, the Low Volume license allows for the sale of on sale intoxicating liquor up to 150 days in a calendar year. The licensee is able to sell beer or wine on all days of the week they have a valid license and only liquor is exempt. To verify this, a notarized statement is required to be submitted by November 1st of each year indicating the calendar days from the previous 12 months that intoxicating liquor was sold; and

WHEREAS, the establishment has provided the proper fee; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

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

WHEREAS, the establishment listed currently has a Low Volume Intoxicating Liquor and Sunday Liquor licenses with the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, that Corks and Pints be granted Low Volume Intoxicating On-Sale Liquor licenses and Sunday Liquor licenses for the term of January 1, 2024 to December 31, 2024.

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-211 Approve 2024 Off-Sale Malt Liquor License Renewals

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-211

Attachments:
1. Resolution 2023-211 Approve 2024 Off-Sale Malt Liquor License Renewals

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-211

APPROVE 2024 OFF-SALE MALT LIQUOR LICENSE RENEWALS

WHEREAS, the following applications have been received for renewal of their current Malt Liquor licenses:

Holiday Stationstore #135, 707 4th Street NW
Kwik Trip #772, 1405 Hwy 60 West
Kwik Trip #793, 1955 2nd Ave NW
Hy-Vee, Inc, 1920 Grant Street; and

WHEREAS, the establishments have provided the proper fee; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

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

NOW, THEREFORE BE IT RESOLVED, that the following listed establishments be granted renewal of their current Malt Liquor licenses with the City of Faribault for the term of January 1, 2024 to December 31, 2024:

Holiday Stationstore #135, 707 4th Street NW
Kwik Trip #772, 1405 Hwy 60 West
Kwik Trip #793, 1955 2nd Ave NW
Hy-Vee, Inc, 1920 Grant Street; and

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-212 Approve 2024 Restaurant On-Sale/Sunday Liquor License Renewals

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-212

Attachments:
1. Resolution 2023-212 Approve 2024 Restaurant On-Sale-Sunday Liquor License Renewals

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-212

APPROVE 2024 RESTAURANT ON-SALE/SUNDAY LIQUOR LICENSE RENEWALS

WHEREAS,

Gran Plaza	Faribault Golf and Country Club
Redemption	Hy-Vee Market Café
Depot Bar & Grill	Joe's Sports Café
El Tequila	Legacy Golf
Signature Bar & Grill	AJMJ
Crooked Pint Ale House	Boxers Grill & Party Pub
The Golf Box, LLC	Carbone's Faribault

have presented applications for renewal of their On-Sale Liquor and Sunday Liquor Licenses; and

WHEREAS, the establishments listed have provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance reviewed by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

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

WHEREAS, the establishments listed have current licenses with the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, that the following listed establishments be granted On Sale Liquor and Sunday Liquor Licenses with the City of Faribault for the term of January 1, 2024 to December 31, 2024.

Gran Plaza	Faribault Golf and Country Club
Redemption	Hy-Vee Market Café
Depot Bar & Grill	Joe's Sports Café
El Tequila	Legacy Golf
Signature Bar & Grill	AJMJ

Crooked Pint Ale House	Boxers Grill & Party Pub
The Golf Box, LLC	Carbone's Faribault

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-213 Approve 2024 On-Sale Theater Wine and Malt Liquor License Renewal

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-213

Attachments:
1. Resolution 2023-213 Approve 2024 On-Sale Theater Wine and Malt Liquor License Renewal

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-213

APPROVE 2024 ON-SALE THEATER WINE AND MALT LIQUOR LICENSE RENEWAL

WHEREAS, the Faribault Art Center, Inc., doing business as Paradise Center for the Arts has submitted renewal applications for their Theater Wine and Theater On-Sale Malt Liquor licenses for the performing arts center located at 321 Central Avenue, in the City of Faribault; and

WHEREAS, Paradise Center for the Arts has paid the required fees and completed the application packets to request renewal of the current licenses; and

WHEREAS, a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; and

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

NOW, THEREFORE BE IT RESOLVED, that the On-Sale Theater Wine license and the On-Sale Theater Malt Liquor license are hereby approved for the Paradise Center for the Arts, 321 Central Avenue North, for a period of January 1, 2024 through December 31, 2024.

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-214 Approve 2024 On-Sale Wine and 3.2% Malt Liquor License Renewals

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-214

Attachments:
1. Resolution 2023-214 Approve 2024 On-Sale Wine and 3.2% Malt Liquor License Renewals

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-214

APPROVE 2024 ON-SALE WINE AND 3.2% MALT LIQUOR LICENSE RENEWALS

WHEREAS, Mizuki Bistro Inc. dba Mizuki Fusion and Lester Properties LLC dba Basilleo's Pizza 2.0 LLC have presented applications for renewal of their On Sale Wine and 3.2 Malt Liquor Licenses; and

WHEREAS, Mizuki Bistro Inc dba Mizuki Fusion and Lester Properties LLC dba Basilleo's Pizza 2.0 LLC completed the application packets to request the license renewals; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; and

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

NOW, THEREFORE BE IT RESOLVED, Mizuki Bistro Inc. dba Mizuki Fusion and Lester Properties LLC dba Basilleo's Pizza 2.0 LLC be issued On-Sale Wine and 3.2% Malt Liquor licenses for the term of January 1, 2024 through December 31, 2024.

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-215 Approve 2024 Liquor License for 10,000 Drops Craft Distillers LLC

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-215

Attachments:
1. Resolution 2023-215 Approve 2024 Liquor License for 10,000 Drops Craft Distillers LLC

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-215

APPROVE 2024 LIQUOR LICENSE FOR 10,000 DROPS CRAFT DISTILLERS LLC

WHEREAS, 10,000 Drops Craft Distillers LLC has presented applications for renewal of their Cocktail Room On-Sale Liquor and Sunday Liquor Licenses and Off-Sale Liquor License; and

WHEREAS, the establishment listed has provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance reviewed by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

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

WHEREAS, the establishment listed has a current license with the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, that 10,000 Drops Craft Distillers LLC be granted Cocktail Room Liquor License and Sunday Liquor License as well as an Off-Sale Liquor License with the City of Faribault for the term of January 1, 2024 to December 31, 2024.

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-216 Approve 2024 Convention Center On-Sale and Sunday Liquor License Renewals

Background:
The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective January 1, 2024 through December 31, 2024.

2024 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:
Approve Resolution 2023-216

Attachments:
1. Resolution 2023-216 Approve 2024 Convention Center Renewals

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-216

APPROVE 2024 CONVENTION CENTER LICENSE RENEWALS

WHEREAS, The 3Ten Event Venue and The Inn at Shattuck-St. Mary's have presented applications for renewal of their Convention Center On-Sale Liquor and Sunday Liquor License; and

WHEREAS, the establishments have provided the proper fee; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

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

WHEREAS, the establishments listed currently Convention Center On-Sale and Sunday Liquor licenses with the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, that the establishments listed be granted Convention Center On-Sale Liquor and Sunday Liquor licenses for the term of January 1, 2024 to December 31, 2024.

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-217 Approve Pawnbrokers License Renewal for Pawn Minnesota

Background:
City Staff has received an application to renew a Pawnbrokers License from Pawn Minnesota, LLC. Pawn Minnesota has paid all required fees and has submitted all documentation. Staff has submitted the required paperwork to the Faribault Police Department for review and to complete a background check. A $5,000.00 bond will be submitted to the city attorney for review prior to the release of the 2024 Pawnbrokers License. If approved, the license will be in effect from January 1, 2024-December 31, 2024.

Recommendation:
Approve Resolution 2023-217

Attachments:
1. Resolution 2023-217 Approve Pawnbrokers License Renewal for Pawn Minnesota

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-217

APPROVE PAWNBROKERS LICENSE RENEWAL FOR PAWN MINNESOTA

WHEREAS, Pawn Minnesota, LLC has submitted an application to renew its Pawnbroker License in the city of Faribault; and

WHEREAS, Pawn Minnesota, LLC has submitted all required forms and documentation; paid the proper fees; and will submit the required bond; and

WHEREAS, pending a successful background check and review by the Faribault Police Department and certified by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to any crime concerning dishonesty, fraud, deceit or immorality.

NOW, THEREFORE BE IT RESOLVED, that Pawn Minnesota, LLC, located at 230 Central Ave, Faribault, MN, be issued a Pawnbroker License for the term of January 1, 2024 through December 31, 2024.

Date Adopted: November 14, 2023

Faribault City Council

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Kevin F. Voracek, Mayor

ATTEST:

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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:	November 14, 2023
SUBJECT:	Approve Grant-Funded Purchase of Flock Safety Cameras

Background:
During the October 10, 2023, Council Meeting, Resolution #2023-187 was adopted authorizing the Faribault Police Department to accept a grant award from the Bureau of Justice Assistance (BJA) Rural and Small Department Violent Crime Reduction Program. As part of the grant application and subsequent award, Flock Safety cameras were identified as technology to be purchased by the Police Department to help reduce violent crime.

Flock Safety cameras are fixed devices incorporating license plate reader technology that automatically alerts law enforcement to vehicles associated with crimes of violence, stolen vehicles, and other vehicles that carry officer safety alerts. Fixed license plate reader cameras are regulated by Minnesota statute and their locations are public data reported by the Minnesota Bureau of Criminal Apprehension.

The attached purchase agreement with Flock Safety for the amount of $48,250 will be paid with BJA grant funds. These funds cover the cost of five cameras and associated licensing services for a 36-month term.

Recommendation:
Approve Purchase Agreement

Attachments:
1. MN - Faribault PD - Law Enforcement Agreement - Flock Safety Cameras

Flock Safety + MN - Faribault PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Whyte
kyle.whyte@flocksafety.com
6512539350

flock safety

flock safety

EXHIBIT A

ORDER FORM

Customer:	MN - Faribault PD	Initial Term:	36 Months
Legal Entity Name:	MN - Faribault PD	Renewal Term:	24 Months
Accounts Payable Email:	bgliem@ci.faribault.mn.us	Payment Terms:	Net 30
Address:	25 Nw 4th St Faribault, Minnesota 55021	Billing Frequency:	Total Contract Billed at Signing
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$15,000.00**
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included

Professional Services and One Time Purchases			
Item	**Cost**	**Quantity**	**Total**
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	5	$3,250.00

		Estimated Tax:	$0.00
		Contract Total:	$48,250.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	$48,250.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: City of Faribault, MN**	
By:	_____	Signature:	_____
Name:	_____	Name:	Kevin Voracek
Title:	_____	Title:	Mayor
Date:	_____	Date:	_____
	_____		_____
	_____	Signature:	_____
	_____	Name:	Tim Murray
	_____	Title:	City Administrator
	_____	Date:	_____

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 20 day of October 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data*"**). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Director
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-222 Authorize Budget Adjustment for the Purchase of Cameras for the Wastewater Plant, Well Houses, and Water Plants/Towers

Background:
Staff have reviewed the safety of all the city's facilities and resources, and have found some areas that need attention, including homeland security measures needed for our facilities and resources.

One of these measures needed is camera systems for our facilities and resources. The current camera systems are in disarray or are not present. The 2024 CIP includes a line item for this camera project. Staff have been given an opportunity to save costs of $28,442, to move forward with those items that are not budgeted. Camera locations for this project include the wastewater treatment plant, well houses, and new/old water plants/towers. These locations currently do not have cameras present and should there be tampering, it could be catastrophic for the City.

Staff have researched many camera systems and companies. SHI (Verkada systems), which has previously installed cameras at City Hall as well as downtown, stands to be the only company to meet the needs of the City. MARCO could not meet the security levels needed and one building cost was extremely expensive. SHI's and MARCO's quotes are attached.

Staff is requesting the authorization of a budget adjustment for the purchase of cameras for the wastewater plant, well houses and new/old water plants/towers. These are utility fund adjustments and would not affect the general fund.

Recommendation:
Approve resolution 2023-222

Attachments:

1. Resolution 2023-222 Authorize Budget Adjustment for the Purchase of Cameras for the Wastewater Plant, Well Houses, and Water Plants/Towers
2. SHI Water Plants-Towers Quote
3. SHI Wastewater Plant and Well Houses Quote
4. MARCO Water Tower Quote

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-222

AUTHORIZE BUDGET ADJUSTMENT FOR THE PURCHASE OF CAMERAS FOR THE WASTEWATER PLANT, WELL HOUSES, AND WATER PLANTS/TOWERS

WHEREAS, the City of Faribault is responsible for the safety of its resources; and

WHEREAS, the City of Faribault must comply with Homeland Security guidelines and security measures; and

WHEREAS, the IT Division of the Human Resources Department is requesting a budget adjustment allowing the purchase of cameras for the Wastewater Plant, Well Houses and Water Plants/Towers now.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Human Resources Department to make a budget adjustment to purchase the cameras for the Wastewater Plant, Well Houses and Water Plants/Towers.

Date Adopted: November 14, 2023

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

Pricing Proposal
Quotation #: 24140758
Created On: 11/6/2023
Valid Until: 11/17/2023

MN-City of Faribault

Ben Mueller
208 FIRST AVENUE NW
FARIBAULT, MN 55021
United States
Phone: 507-209-3543
Fax:
Email: bmueller@ci.faribault.mn.us

Inside Account Executive

Joseph Ratner
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8504
Fax:
Email: joey_ratner@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CD52-E Outdoor Dome Camera, 256GB, 30 Days Max Verkada - Part#: CD52-256E-HW Contract Name: Open Market Contract #: Open Market	10	$906.00	$9,060.00
2	CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max Verkada - Part#: CB52-256E-HW Contract Name: Open Market Contract #: Open Market	6	$906.00	$5,436.00
3	Arm Mount Verkada - Part#: ACC-MNT-2 Contract Name: Open Market Contract #: Open Market	3	$58.00	$174.00
4	Pendant Cap Mount Verkada - Part#: ACC-MNT-8 Contract Name: Open Market Contract #: Open Market	3	$45.00	$135.00
5	AC62 16 Door Controller Verkada - Part#: AC62-HW Contract Name: Open Market Contract #: Open Market **Note:** Hardware	1	$3,429.00	$3,429.00
6	18AH Backup Battery Verkada - Part#: ACC-BAT-18AH Contract Name: Open Market Contract #: Open Market **Note:** Hardware	1	$453.00	$453.00
7	5-Year Camera License Verkada - Part#: LIC-5Y Contract Name: Open Market Contract #: Open Market	10	$582.00	$5,820.00

8	Verkada Access Control - Cloud License (5 years) - 1 door Verkada - Part#: LIC-AC-5Y Contract Name: Open Market Contract #: Open Market Coverage Term: 7/1/2023 – 6/30/2028 **Note:** Software, ESD	7	$647.00	$4,529.00
9	Verkada Bullet Series CB52-TE - Network surveillance camera - bullet - outdoor - vandal / waterproof - color (Day&Night) - 5 MP - 2688 x 1944 - vari-focal - LAN 10/100 - H.264 - PoE Plus Class 2 - with 30 days onboard storage (256GB) Verkada - Part#: CB52-256TE-HW Contract Name: Open Market Contract #: Open Market **Note:** Hardware	1	$970.00	$970.00
			Subtotal	$30,006.00
			Total	$30,006.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at SHI Online Customer Resale Terms and Conditions.

Pricing Proposal
Quotation #: 24140767
Created On: 11/6/2023
Valid Until: 11/17/2023

MN-City of Faribault

Ben Mueller
208 FIRST AVENUE NW
FARIBAULT, MN 55021
United States
Phone: 507-209-3543
Fax:
Email: bmueller@ci.faribault.mn.us

Inside Account Executive

Joseph Ratner
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8504
Fax:
Email: joey_ratner@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CD52-E Outdoor Dome Camera, 256GB, 30 Days Max Verkada - Part#: CD52-256E-HW Contract Name: Open Market Contract #: Open Market	2	$906.00	$1,812.00
2	Arm Mount Verkada - Part#: ACC-MNT-2 Contract Name: Open Market Contract #: Open Market	2	$58.00	$116.00
3	Pendant Cap Mount Verkada - Part#: ACC-MNT-8 Contract Name: Open Market Contract #: Open Market	2	$45.00	$90.00
4	5-Year Camera License Verkada - Part#: LIC-5Y Contract Name: Open Market Contract #: Open Market	2	$582.00	$1,164.00
			Subtotal	$3,182.00
			Total	$3,182.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at SHI Online Customer Resale Terms and Conditions.

This quote has not been approved.

IT - Physical Security -- CITY OF FARIBAULT

Quote #: 135648v1

Prepared For Client

CITY OF FARIBAULT
BEN MUELLER
208 1ST AVE NW
FARIBAULT, MN 55021

Ship To

CITY OF FARIBAULT
BEN MUELLER
208 1ST AVE NW
FARIBAULT, MN 55021-5105

Prepared By

Brady Windschitl
Senior Technology Advisor
Direct: 507-214-6205
brady.windschitl@marconet.com

1. Schedule of Products

Client must download and review the attached PDF document(s) before accepting below:

2. Review and/or Select Your Options

Your Available Options

Products

Qty	Description	One-Time	Ext. One-Time
1	March Networks - X1216 R - 12 Analog Channel, 30 FPS per Analog Channel, Recorder Supporting up to 16 Channels (Analog or IP). Recorder Comes Complete with Docking Station, all I/O and 1x2TB (2TB) of Storage.	$3,830.14	$3,830.14
1	Seagate - SkyHawk 10TB Surveillance Hard Drive 256MB Cache SATA 6.0Gb/s 3.5"	$334.79	$334.79
1	Command Enterprise Software Starter License Bundle - includes Command Enterprise base software to be used to manage multiple March Networks recording platforms. Includes 10 Hybrid, Tribrid and IP Recorder Connection Licenses.		
1	March Networks - Oncam C-12 - Indoor, Surface Mount, White 12MP	$892.12	$892.12
1	March Networks - Oncam C-12 - Outdoor, Surface Mount, White, 12MP	$989.62	$989.62
4	March Networks - VA4 Indoor IR Dome - 2.8-8mm Motorized Lens, Dynamic IR, WDR, 3-Axis Gimbal, POE, LBR H.264, Alarm I/O, Audio I/O	$335.57	$1,342.28
2	March Networks - Wall Bracket for Various Small Dome Cameras	$54.00	$108.00
1	March Networks - Oncam C-12 Outdoor Pendant Kit - White	$112.12	$112.12
1	March Networks - Oncam C-12 Outdoor Wall Mount - White	$112.12	$112.12
1	March Networks - Oncam C-12 Outdoor Heater Module - White	$53.62	$53.62
1	March Networks - Oncam C-12 Outdoor Panoramic+ Tilt Adaptor 1.5" NPT	$70.20	$70.20
1	March Networks - Oncam C-12 Outdoor Panoramic+ Rain Guard	$35.10	$35.10
1	Installation Materials - Cabling and Mounting Hardware	$2,168.75	$2,168.75
	Subtotal		$10,048.86

Professional Services Labor

Qty	Description	One-Time	Ext. One-Time
1	Marco Professional Services - Fixed Fee - Installation	$8,820.00	$8,820.00
	Subtotal		$8,820.00

Professional Services Engagement Agreement

Qty	Description
1	ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT
1	ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION
1	ENGINEERING - DESCRIPTION OF SERVICES AND DELIVERABLES
1	COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES
1	CLIENT RESPONSIBILITIES
1	SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES
	Subtotal

Quote Summary	**One-Time**
Products Subtotal	$10,048.86
Professional Services Labor Subtotal	$8,820.00
Professional Services Engagement Agreement Subtotal	$0.00
Subtotal	$18,868.86
Total Amount	**$18,868.86**

Marco Payment & Financing Options

	Payments	Interval	Amount
◉ One-Time Payment			
Selected Non-Recurring Payment	1	One-Time	$18,868.86
			$18,868.86

Update Options

3. Approval

By clicking accept and signing below, Client:

- Represents that it has reviewed, downloaded for its records and agrees to be legally bound by the Schedule of Products contained in the pdf form in Section 1, above.
- Represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, Product Agreement(s), and applicable policy(s) ("Terms and Conditions") located at www.marconet.com/legal for the products it is obtaining as identified in the Schedule of Products.
- Agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.

☐ **I accept the above and the Terms and Conditions**

E-Signature
CITY OF FARIBAULT

First & Last Name:

Title:
MIS Coordinator

Your Email Address:

Client Purchase Order Number:

Sign Here:

X _____

Clear Signature

- Marco cannot provide access to the services, software, equipment or other goods in the above Schedule of Products unless Client accepts the Terms and Conditions.
- If Client does not accept the Terms and Conditions in the above attached document(s) or needs to correct any errors, please request assistance in the "Comments or questions?" section below.

Please fill out the required fields above and check 'I accept the above and the Terms and Conditions'

Accept Order

Comments or questions?

If you have any comments or questions about this quote, please feel free to enter it here. Your comment will be logged and emailed to Brady Windschitl.

Submit Question / Comment

Order Porter | This page was created using Order Porter technology by Quosal LLC. © 2017 Quosal LLC

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-223 Designating Municipal State Aid Streets

---

Background:
On July 26, 2022, the City Council approved Resolution 2022-150 which approved the turnback agreement for TH 298 & 299 with the State of Minnesota. In order to receive the turnback payment per the agreement, the City must designate the turnback portions of 6th Avenue SE/NE from Circle Drive/State Avenue to 5th Street NE to be placed on the City's municipal state aid system (MSAS). This street mileage will be added to the City's MSAS as turnback mileage and be in excess of the 20% standard mileage deisgnation.

Recommendation:
Approve Resolution 2023-223

Attachments:
1. Resolution 2023-223 Designating MSA System Revisions
2. 2023-11-06 MSAS Revision Letter to DSAE
3. Faribault2023-2024THTB

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-223

DESIGNATING MUNICIPAL STATE AID STREETS

WHEREAS, it appears to the City Council of the City of Faribault that the streets hereinafter described should be designated as Municipal State Aid Streets under the provisions of Minnesota Law.

NOW, THEREFORE BE IT RESOLVED, that the streets described as follows, to wit:

6th Avenue SE/NE - from Circle Drive/State Avenue to 5th Street NE (0.63 existing miles)

be, and are hereby established, located, and designated as Municipal State Aid Streets of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for their consideration.

ALSO, BE IT RESOLVED, that upon approval by the Commissioner of Transportation of the designations of said streets or portions thereof, the same streets shall be constructed, improved, and maintained as Municipal State Aid Streets of the City of Faribault.

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

November 6, 2023

MnDOT – District 6 (Via Email Only)
Attn.: Mr. Fasuto Cabral, DSAE
2900 48th Street NW
Rochester, MN 55901-5848

Re: Municipal State Aid Route Revisions

Dear Fuasto:

The City of Faribault is requesting the following street segments be added to the City's Municipal State Aid (MSA) system. A separate request for state aid street number designations has been submitted.

Following is a summary of the requested system revisions:

Summary of Proposed MSA Route Changes

Route #	**Description**	**Action**	**Mileage**
Former TH 299	6th Avenue NE- 1St Street NE/TH 60 to 5th Street NE	Add	+0.31
Former TH 298	6th Ave SE – 1st St NE/TH 60 to Circle Drive/State Ave	Add	+0.32
	Net Mileage Added		**+0.63**

Per State Aid Rule 8820.0700 All of the streets proposed to be added to the system carry a relatively heavier traffic volume and serve as connection's to points of major interest such as schools, commercial businesses, and higher density residential properties or provide relief for parallel/adjacent trunk highways. I have attached maps showing the proposed changes for system reference.

Sincerely,

Mark DuChene

Digitally signed by Mark DuChene
Date: 2023.11.06 13:32:39 -06'00'

Mark DuChene
Faribault City Engineer

EXHIBIT A

MAP 1 OF 1

TURNBACK

PICTURE MAP

S.P. 6615-0101 (TH 298)

C.S. 6615

JOB NUMBER: TKWSP6615101

RICE COUNTY (DISTRICT 6)

Release orders for TH 298 per legislation

REALMS AUTHO #4430

DATE CREATED: 12-8-2021

ELECTRONIC FILE PATH:
J:\pw\Spatial\Arcmap\Turnback\Turnback_Rice\2021\6615101\MAP\Turnback6615101_TH_298.mxd

EXISTING FINAL RIGHT OF WAY MAPS - 10-72A

PREPARED BY: James Heffe
507-286-7610

CENTRAL OFFICE USE ONLY

CENTRAL OFFICE CHECK		
UNIT GROUP	INITIALS	DATE
PROJECT COORDINATION		
COMMISSIONER'S ORDERS		
DESCRIPTIONS		
PICTURE MAP		
CHECKED AGAINST MOTOR MAP		

FILE AT RECORD CENTER UNDER CONTROL SECTION NUMBER

PLEASE FILE WITH AUTHORITY
FROM THE OFFICE OF LAND MANAGEMENT

PLAN BAR CODE

COMMISSIONER'S ORDERS

MINNESOTA DEPARTMENT OF TRANSPORTATION

S.P. 6615-000

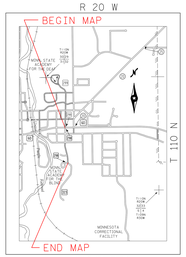
C.S. 6615 (298=323)

TURNBACK OF A PORTION OF TH-298
TO THE CITY OF FARIBAULT

TURNBACK TO CITY OF FARIBAULT

MUNICIPALITY OF

FARIBAULT



INDEX MAP

EXHIBIT B

MAP 1 OF 1

TURNBACK AUTHORIZATION MAP

S.P. 6616-0101 (TH 299)

C.S. 6616

JOB NUMBER: T0000P6616P101

RICE COUNTY (DISTRICT 6)

Release orders for TH 299 per legislation

REALMS AUTHO #4430

DATE CREATED: 10-8-2021

ELECTRONIC FILE PATH:
H:\TURNBACK\6616\6616-101\Data\Documents\Plans\16TH_RICE\TURNBACK\6616TH_16_TBK.dgn

EXISTING FINAL RIGHT OF WAY MAPS: 16-TH

PREPARED BY: James Hoffer
507.389.7616

CENTRAL OFFICE USE ONLY

CENTRAL OFFICE CHECK		
	INITIALS	DATE
FILE COPY (ORIGINAL)		
COMMISSIONER'S ORDERS		
ROUTE LEDGER		
AUTOCAD		
ENTERED ROADWAY INVENTORY		
FILE IT MAINTENANCE MAP WITH CENTRAL SECTION NUMBER		
FILING FILE WITH AUTHORITY FROM THE OFFICE OF LAND MANAGEMENT		
FILM & SCAN CODE		

COMMISSIONER'S ORDERS

MINNESOTA DEPARTMENT OF TRANSPORTATION

S.P. 6616-000

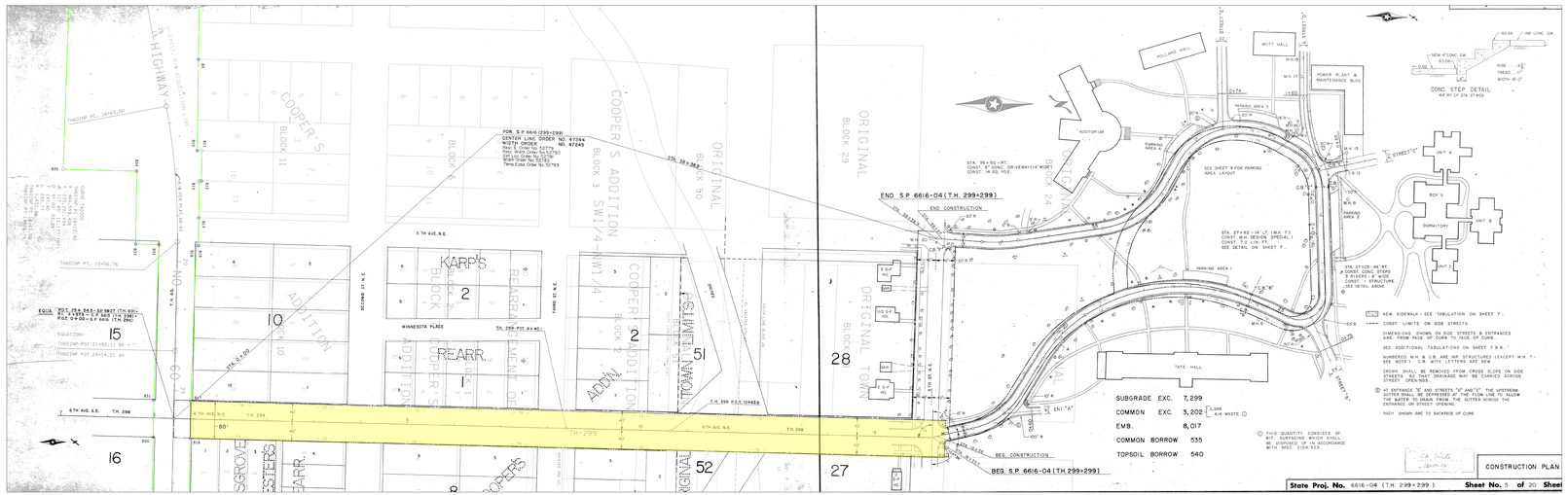
C.S. 6616 (299=299)

TURNBACK TH-299
IN THE CITY OF FARIBAULT

TURNBACK TO CITY OF FARIBAULT

MUNICIPALITY OF
FARIBAULT

INDEX MAP



State Aid for Local Transportation
395 John Ireland Blvd., MS 500
St. Paul, MN 55155

TO: Mark DuChene
Faribault City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: November 9, 2023

SUBJECT: Municipal State Aid Designation (Trunk Highway Turnback of 298 & 299)

The following Municipal State Aid Street designation will be approved when the *City Council resolution* has been received.

MSAS 143: *6th Avenue SE/NE* – from Circle Drive/State Avenue to 5th Street NE (To be considered as **Trunk Highway Turnback**: 0.63 miles of former TH 298 & 299)

A Commissioner's Order will follow.

Needs Update Comments:

Routes can receive Needs and be used in the calculation of your 2024 allotment. Include this revision with your 2024 spring Needs update (*next year*).

Certification of Mileage Update Comments:

You can go ahead and include this revision on the upcoming *2023 Annual Certification of Mileage* that is due in January 2024. (To reflect this update on the form, remove 0.63 miles from line 1 and add it to line 2)

	Available Mileage	0.08	2022 Certified Mileage
+	Revoked Mileage	0.00	
-	Designated Mileage	0.00	
	Remaining Available Mileage	0.08	
	EXCESS MILEAGE**	0.63	THTB 298 & 299

**Trunk Highway Turnback mileage is considered excess mileage and is not included within a city's 20% mileage limitation. Code this segment as a Turnback segment when you enter it in the Needs next year.

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.

An equal opportunity employer

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	November 14, 2023
SUBJECT:	Approve Letter of Understanding with Faribault Ice Arena Association

Background:
The City of Faribault, Faribault School District and Faribault Hockey Association have developed a Letter of Understanding with the Faribault Ice Arena Association to replace the refrigeration system at the Faribault Ice Arena. Each entity will pay up to $200,000 for this improvement. The City will pay $100,000 in January of 2024 and up to an additional $100,000 after expenses have been incurred in 2024. The anticipated cost of the improvement is $580,000. The Faribault School District and Faribault Hockey Association have their distribution of funds also listed on the Letter of Understanding. The upfront funds are needed for a down payment on equipment.

This Letter of Understanding is in addition to and separate from annual agreements or contracts for ice usage at the Ice Arena.

Recommendation:
Approve Letter of Understanding with Faribault Ice Arena Association.

Attachments:
1. Letter of Understanding - FIAA

Faribault Ice Arena 2023-2024 Refrigeration System Improvements
Letter of Understanding

The Faribault School District ("the District"), the City of Faribault ("the City"), and the Faribault Hockey Association ("the FHA") agree to the following funding for replacement of major components of the refrigeration system ("the Improvements") at the Faribault Ice Arena ("the Arena") which is located at 1820 Alexander Drive, Faribault, MN 55021. The estimated cost of the Improvements is $580,000 and shall be divided equally between the three entities executing this Letter of Understanding (LoU). This LoU is for up to a total of $600,000 ($200,000 per entity).

The Faribault Ice Arena Association ("the FIAA") as owner/operator of the Arena will be responsible for plan development, project bidding and construction management. The City, the District, and the FHA are providing funding for the improvements, but have no liability for the quality or manner of the preparation of the plans, specifications, or the construction work for the Improvements. The FIAA will assume liability for the project and hold the City, the District, and the FHA harmless for their actions or the actions of the architects, engineers, suppliers, or contractors.

The Faribault School District agrees to pay up to $200,000 for the Improvements. Payments will be made with $100,000 in 2023-2024 school year and up to an additional $100,000 in 2024-2025 school year. The current agreement with the District which allows the Arena to be located on property owned by the District, will be extended an additional 10 years. The District agrees to continue providing custodial duties at the Arena from September through May for all District activities and general ice rink custodial. FIAA will invoice the District for each of the payments.

The City agrees to make a payment of up to $100,000 in January 2024 with the remainder up to an additional $100,000 when expenses have been incurred for the Improvements. FIAA will submit an invoice for the payments after expenses have occurred.

The FHA agrees to pay up to $200,000 for the Improvements, with $100,000 paid in fall 2023 and up to $100,000 in spring of 2024. The FIAA will invoice the FHA when expenses have been incurred for the Improvements.

This LoU is in addition to and separate from annual agreements or contracts for ice usage at the Arena by the respective entities to this LoU.

Dated: November 14, 2023

Faribault School District	City of Faribault	Faribault Hockey Association
_____	_____	_____
Board President	Mayor	President
_____	_____	_____
Superintendent	City Administrator	Vice-President

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	John Sherwin, Chief of Police Dustin Dienst, Fire and Code Services Director
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-221 Approve the Purchase of Utility Task Vehicles (UTVs) for Police and Fire Utilizing Public Safety Aid Funds

Background:
During the 2023 Legislative session, the State of Minnesota allocated a one-time appropriation of $300 million for Public Safety Aid to counties, cities, towns, and tribal governments. The City of Faribault is scheduled to receive $1,063,259 in Public Safety Aid funding, to be paid on December 26, 2023. A spending plan was developed and reviewed by the City Council during the October 17, 2023 Work Session.

Identified within the plan was the purchase of Utility Task Vehicles (UTVs) for both the Police and Fire Departments. To receive the UTVs in early 2024, both departments would like to place orders when Polaris order banks open late this fall or early winter. The UTV costs are:

Police UTV - $36,548.50
Fire UTV - $50,658.50

Recommendation:
Approve Resolution 2023-211

Attachments:
1. Resolution 2023-221 Approve Purchase of UTVs for Police and Fire Using Public Safety Aid Funds
2. UTV Quote - Police
3. UTV Quote - Fire

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-0202

APPROVE THE PURCHASE OF UTILITY TASK VEHICLES (UTVS) FOR POLICE AND FIRE UTILIZING PUBLIC SAFETY AID FUNDS

WHEREAS, the Faribault Police and Fire Departments must respond to emergency incidents within the city and contracted communities at all times; and

WHEREAS, some emergency incidents require specialized access due to the unique terrain and geography of our community; and

WHEREAS, a spending plan has been developed and reviewed by the City Council for Public Safety Aid funds that includes the purchase of UTVs for both the Police and Fire Departments; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby authorizes the Police Chief and Fire Chief to order UTVs for their departments to be delivered and paid for with Public Safety Aid funds in early 2024.

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

LaCanne's Marine

19860 Roberds Lake Blvd
Faribault MN 55021
507-334-6415

CITY OF FARIBAULT POLICE DEPT.

25 4TH ST. NW
FARIBAULT MN 55021
507-339-3137
ddillon@ci.faribault.mn.us

Sales Order

507-339-3137

10/13/2023
Order No.
Salesman Jeremy Hachfeld

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to effect delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Color	Price
New	2024	POLARIS	NORTHSTAR ULTIMA		GHOST WHITE	$33,315.00

Options:

TURN SIGNAL/HORN KIT	$1,200.00	D
TIRE SWAP	$900.00	D
THUMPER FAB BUMPER W/ LIGHTS	$800.00	D
SIDE MIRRORS	$100.00	D
32" RIGID LIGHT BAR W/ HARNESS	$1,100.00	D
10" CUBE LIGHTS W/ HARNESS	$350.00	D
K-ACCY,SUN,VISOR,RGR	$80.00	D
K-ACCY,REVERSE BPR,ZS	$65.00	D
ROCKSLIDERS	$260.00	D

Unit Price	$33,315.00
	$0.00
Added Accessories	$4,855.00
Freight	$0.00
Dealer Prep / Rigging Fee	$0.00
	($1,750.00)
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Service Contract	$0.00
GAP	$0.00
Tire and Wheel	$0.00
Cash Price	$36,420.00
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$36,420.00
Sales Tax	$0.00
Title/License/Registration Fees	$68.50
Document or Administration Fees	$60.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$128.50
Sub Total (Net Sale + Other Charges)	$36,548.50
Cash Down Payment	$0.00
Amount to Pay/Finance	$36,548.50

Notes:

Trade Information

Lienholder None

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement.. Any warranties on the products sold hereby are those of the manufacture. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. This seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantablity or fitness for a particular purpose and the seller niether assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacture's warranty. The buyer acknowledges being so informed prior to the sale. All deposits are non-refundable. All refunds are at the discretion of the dealer.

Customer Signature _____ Dealer Signature _____

Thank You for You Business!

LaCanne's Marine

19860 Roberds Lake Blvd
Faribault MN 55021
507-334-6415

FARIBAULT FIRE DEPARTMENT

122 NW 2NE STREET
FARIBAULT MN 55021
507-334-8773
jmilewski@ci.faribault.mn.us

Sales Order

507-339-3103 DUSTY

10/13/2023
Order No.
Salesman Jeremy Hachfeld

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to effect delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Color	Price
New	2024	POLARIS	NORTHSTAR ULTIMA		GHOST WHITE	$33,315.00

Options:

TURN SIGNAL/HORN KIT	$1,200.00	D
SIDE MIRRORS	$100.00	D
TIRE SWAP	$900.00	D
32" LIGHT BAR W/ HARNESS	$1,100.00	D
ROCK GUARD W/ STEP	$300.00	D
UPPER BUMPER	$300.00	D
REVERSE BEEPER	$65.00	D
MAT-TRACKS	$15,000.00	D

Unit Price	$33,315.00
	$0.00
Added Accessories	$18,965.00
Freight	$0.00
Dealer Prep / Rigging Fee	$0.00
	($1,750.00)
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Service Contract	$0.00
GAP	$0.00
Tire and Wheel	$0.00
Cash Price	$50,530.00
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$50,530.00
Sales Tax	$0.00
Title/License/Registration Fees	$68.50
Document or Administration Fees	$60.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$128.50
Sub Total (Net Sale + Other Charges)	$50,658.50
Cash Down Payment	$0.00
Amount to Pay/Finance	$50,658.50

Notes:

Trade Information

Lienholder None

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement.. Any warranties on the products sold hereby are those of the manufacture. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. This seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantablity or fitness for a particular purpose and the seller niether assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.
This disclaimer by this seller in no way affects the terms of the manufacture's warranty. The buyer acknowledges being so informed prior to the sale. All deposits are non-refundable. All refunds are at the discretion of the dealer.

Customer Signature _____ Dealer Signature _____

Thank You for You Business!

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	David Wanberg, Community and Economic Development Director
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-224 Authorize Execution of a Minor Subdivision Agreement with DIC Holdings LLC at 316, 318, 320, 322, and 324 Central Avenue

Background:
Matt Drevlow of DIC Holdings LLC (the "Owners") has requested approval of a lot combination for the property at 316, 318, 320, 322, and 324 Central Avenue. The Owners are in the process of completing improvements to these buildings. The improvements include an opening in the fire separation wall between the buildings. An unprotected opening in the building wall that separates buildings at a property line is not permitted under Building and Fire Codes. The proposed lot combination will address this issue.

Rather than providing title insurance to cover the City for any title issues arising from the lot combination, the owners have offered to personally indemnify the City. The City Attorney has determined that this will serve the same purpose as a title insurance policy in this case. The City Council is asked to authorize the Mayor and City Administrator to sign an agreement with the Owners for the proposed Minor Subdivision (lot combination) to indemnify the City for title issues related to the approval of the requested lot combination.

Recommendation:
Approve Resolution 2023-224 to Authorize the Mayor and City Administrator to sign a Minor Subdivision Agreement with DIC Holdings LLC regarding 316, 318, 320, 322, and 324 Central Avenue.

Attachments:
1. Resolution 2023-224
2. Minor Subdivision Agreement with DIC Holdings LLC

4.Y

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-224

AUTHORIZE EXECUTION OF A MINOR SUBDIVISION AGREEMENT WITH DIC HOLDINGS LLC AT 316, 318, 320, 322, AND 324 CENTRAL AVENUE

WHEREAS, Matthew Drevlow, Chief Manager of DIC Holdings LLC, has applied for a lot combination of PID # 18.31.1.26.289, PID # 18.31.1.26.290, and PID # 18.31.1.26.574 at 316, 318, 320, 322, and 324 Central Avenue; and

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

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

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

Date Adopted: November 14, 2023

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

DOCSOPEN\FA105\485\886656.v4-7/20/23
DOCSOPEN\FA105\493\893508.v5-10/30/23

MINOR SUBDIVISION AGREEMENT
DIC HOLDINGS LLC AT 316, 318, 320, 322, and 324 CENTRAL AVENUE

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

Recitals

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

B. After a review by the City's Development Review Committee, the City Administrator on the _____ day of November 2023 granted administrative approval of a minor subdivision of the Property (the "**Minor Subdivision**) as depicted in the aerial maps attached as **Exhibit B** and incorporated into this Agreement as if fully set forth herein.

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

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

E. The City Council, on November 14, 2023, approved Resolution 2023-224 approving this **Agreement** and authorizing its execution by the Mayor and City Administrator with said copy attached hereto as **Exhibit D**, incorporated into this agreement as if fully set forth herein.

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

Agreement

ARTICLE ONE
GENERAL PROVISIONS

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

ARTICLE TWO
REPRESENTATIONS AND WARRANTIES

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

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

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

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

A. The Developer is a Minnesota limited liability company.

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

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

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

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

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

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

ARTICLE THREE
CONSTRUCTION OF IMPROVEMENTS

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

3.02. Site Improvements.

A. The Developer intends to remodel the structures on the property and open a wall connecting two buildings.

B. The Developer shall obtain all necessary approvals and permits from the City of Faribault related to any site improvements in the Minor Subdivision, including but not limited to, a Certificate of Appropriateness required within the Heritage Preservation District and building permits.

ARTICLE FOUR
ADDITIONAL PROVISIONS

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

4.02. Additional Requirements. The Developer shall adequately address all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City.

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

the event the party filing the Minor Subdivision and dedicating the easements did not own the property.

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

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

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

4.06. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the Minor Subdivision and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The City acknowledges that on November ___, 2023, the Developer deposited with the City the amount of $1,500 to be applied to payment of the costs described in this section. The Developer acknowledges that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within ten (10) days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be

returned to the Developer.

In the event the City does not recover its costs under the provisions of this section, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

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

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

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

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

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

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

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

(a)	as to the Developer:	DIC Holdings LLC. 16800 Shieldsville Blvd. Faribault, MN 55021 Attn: Matthew Drevlow
(b)	as to the City:	City of Faribault 208 NW First Avenue Faribault, MN 55021-5105 Attn: City Administrator
	with a copy to:	Scott J. Riggs, City Attorney Kennedy & Graven, Chartered 150 South Fifth Street, Suite 700 Minneapolis, MN 55402

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

4.13. No Parkland Dedication Required. The subject site was previously developed prior to this minor subdivision/lot combination. For this reason, no parkland dedication is required for the Minor Subdivision to combine Parcel ID # 18.31.1.26.574, Parcel ID # 18.31.1.26.290, and Parcel ID # 18.31.1.26.289 as described and shown in **Exhibit B**.

4.14. Easements. No additional public easements are required with this minor subdivision, lot combination application.

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

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

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

4.18. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

4.19. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer,

the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, except to the extent caused by the negligence or willful misconduct of the City, its officials, agents, and employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

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

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

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

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

4.23. Miscellaneous Provisions.

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

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

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

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

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

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

G. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of

this Agreement.

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

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

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

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

4.27. Waiver. Notwithstanding any other paragraph or section of this Agreement, the City agrees to waive Developer's full compliance with Section 4.03 of this Agreement, and the Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, and to be responsible for the correcting of the title, survey, legal descriptions and ownership of the Property, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, related to any and all issues associated with or related to the Property ownership, title, survey, legal descriptions and issues of the minor subdivision and lot combination contemplated by this Agreement.

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

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

_____
Notary Public

DEVELOPER

DIC Holdings LLC

By: _____
Matthew Drevlow
Its: Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Matthew Drevlow, Chief Manager, DIC Holdings LLC, a Minnesota limited liability company.

_____
Notary Public

This document drafted by:

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

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

[legal of the two parcels to be combined]

Parcel ID # 18.31.1.26.289
322 Central Avenue

Parcel 1:
The North one-half (1/2) of the South two-thirds (2/3) of Lot Four (4) of Block Forty-Five (45) of the Original Town (now City) of Faribault, except the West Sixteen (16) feet thereof, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for said County of Rice, Minnesota (Torrens Property - Certificate of Title No. 10332.0)

AND

Parcel ID # 18.31.1.26.290
324 Central Avenue

Parcel 2:
The North one-third (1/3) of Lot Four (4) of Block Forty-Five (45) of the Original Town (now City) of Faribault, except the West Sixteen (16) feet thereof, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for said County of Rice, Minnesota (Torrens Property - Certificate of Title No. 10333.0).

AND

Parcel ID #18.31.1.26.574
316-318-320 Central Avenue

Parcel 3:
The North Two-thirds (N 2/3) of Lot 3, in Block 45, in the Original Town, now City, of Faribault, Rice County, Minnesota; Excepting therefrom the West 16 feet thereof, taken for alley purposes.
(Document Nos. 580586, 580588, 580590, 580599 and 583107)

AND

The south one-half (1/2) of the South two-thirds (2/3) of Lot Four (4) of Block Forty-Five (45) of the Original Town (now City) of Faribault, except the West Sixteen (16) feet thereof, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for said County of Rice, Minnesota.

EXHIBIT B OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

DEPICTION OF THE PROPERTY TO BE COMBINED

Lot Combination Depiction
316, 318, 320, 322, and 324 Central Avenue

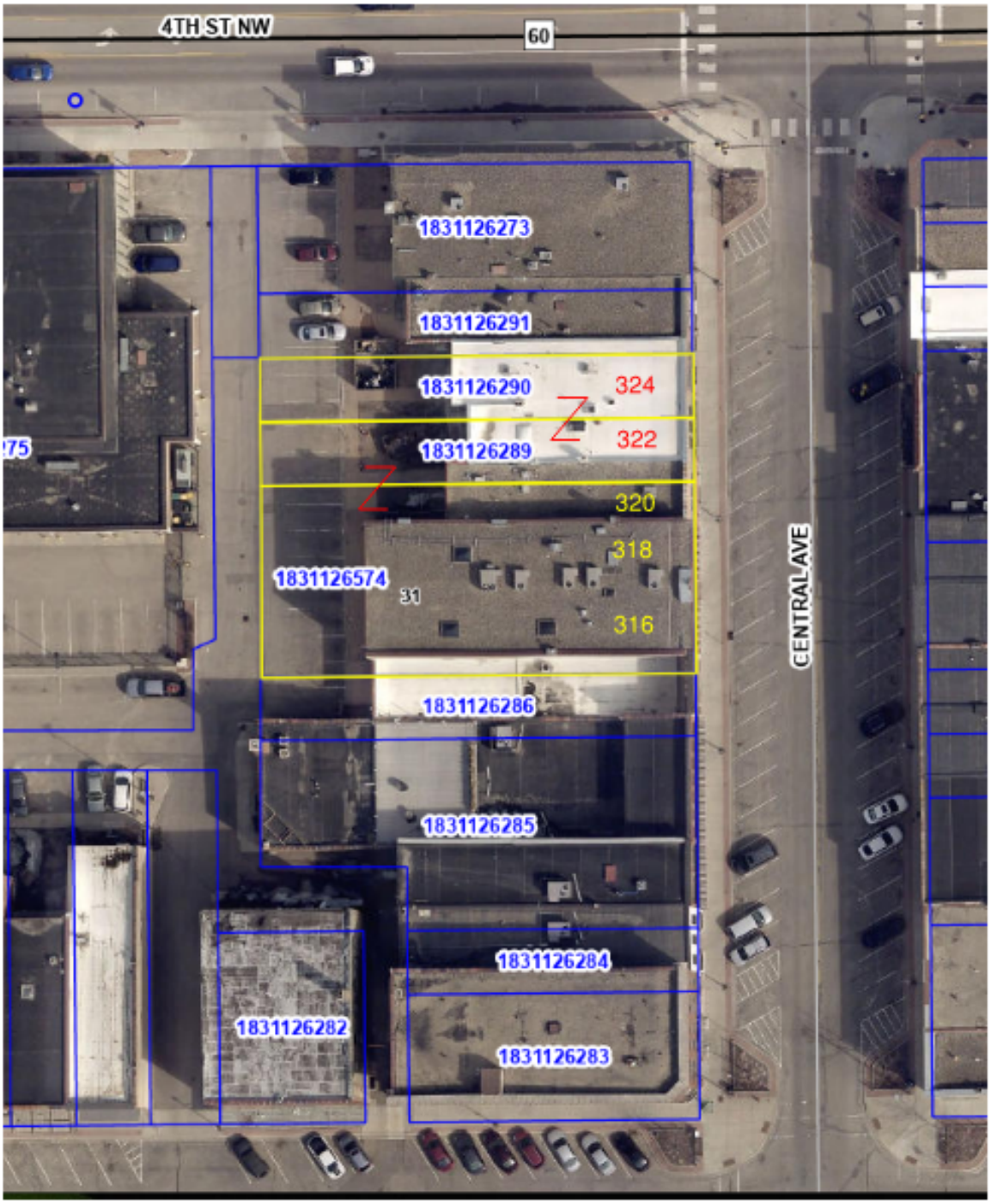


EXHIBIT C OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

APPLICABLE SUBDIVISION REGULATIONS

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

APPENDIX B

CHAPTER 15. - SUBDIVISION REGULATIONS

ARTICLE 2. - MINOR SUBDIVISIONS

* * * *

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

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

(Ord. No. 99-20, § 1, 11-23-99)

EXHIBIT D OF THE DEVELOPER'S MINOR SUBDIVISION AGREEMENT

RESOLUTION 2023-224 AUTHORIZING THIS AGREEMENT

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-224

AUTHORIZE EXECUTION OF A MINOR SUBDIVISION AGREEMENT WITH DIC HOLDINGS LLC AT 316, 318, 320, 322, AND 324 CENTRAL AVENUE

WHEREAS, Matthew Drevlow, Chief Manager of DIC Holdings LLC, has applied for a lot combination of PID # 18.31.1.26.289, PID # 18.31.1.26.290, and PID # 18.31.1.26.574 at 316, 318, 320, 322, and 324 Central Avenue; and

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

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

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

Date Adopted: November 14, 2023

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

DOCSOPEN\FA105\485\886656.v4-7/20/23
DOCSOPEN\FA105\493\893508.v5-10/30/23 (v3 11/14/23)

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-225 Approve Street Closures for Winterfest Celebration

Background:
A request has been made by Nort Johnson, on behalf of the Faribault Area Chamber of Commerce, to close downtown streets for the Winterfest Celebration on Saturday, December 2, 2023.

They have requested to close Third Street NW from Central Avenue to First Avenue NW from 8 a.m. to 11 p.m. for live music. They also requested to close Central Avenue from Division Street to Seventh Street NW from 3 p.m. to 7 p.m. for the Winterfest Parade. Lastly, they requested no parking on the east side of that same section of Central Avenue from 3-7 p.m. for the parade.

Recommendation:
Approve Resolution 2023-225 to close the above listed streets as requested on Saturday, December 2, 2023, for the Winterfest Celebration.

Attachments:
1. Resolution 2023-225 Approve Street Closures for Winterfest Celebration
2. Street Closure Requests

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-225

APPROVE STREET CLOSURES FOR WINTERFEST CELEBRATION

WHEREAS, the Faribault Area Chamber of Commerce is hosting a downtown Winterfest Celebration on Saturday, December 2, 2023; and

WHEREAS, they plan to close Third Street NW from Central Avenue to First Avenue NW from 8 a.m. to 11 p.m. for live music; and

WHEREAS, they plan to close Central Avenue from Division Street to Seventh Street NW from 3 p.m. to 7 p.m. for the Winterfest Parade; and

WHEREAS, no parking will be allowed on the east side of Central Avenue from Division Street to Seventh Street NW from 3 p.m. to 7 p.m. for the Winterfest Parade; and

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

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

NOW, THEREFORE BE IT RESOLVED that Third Street NW from Central Avenue to First Avenue NW will be closed from 8 a.m. to 11 p.m. for live music on Saturday, December 2, 2023.

ALSO, BE IT RESOLVED, that Central Avenue from Division Street to Seventh Street NW will be closed from 3 p.m. to 7 p.m. for the Winterfest Parade on Saturday, December 2, 2023.

ALSO, BE IT RESOLVED, that no parking will be allowed on the east side of Central Avenue from Division Street to Seventh Street NW from 3 p.m. to 7 p.m. for the Winterfest Parade on Saturday, December 2, 2023.

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

Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Submit by Email

City Of Faribault

Street Closure Application

(I) (we) hereby request consideration for closure of Central Avenue (no parking on east side)

Street Address

between Division Street W (Street Name) and 7th Street NW (Street Name)

for 2023 Winterfest

(description of event)

between the hours of 3pm and 7pm on Date: 12/2/2023

Applicant information:

Name: Nort Johnson

Address: 530 Wilson Avenue

Phone: 605-490-4137

2nd Contact person:

Name: Casie Steeves

Address: 530 Wilson Avenue

Phone: 507-491-6175

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

This application has been reviewed and approved on: _____

By: _____ Public Works Department

By: _____ Fire Department

By: _____ Police Department

Print Form

Policy and Procedures for Street Closure

* Block Parties	* Family Reunions	* Receptions
* Church Festivals	* Block Garage Sales	* Other

1. Complete Application Form

2. The applicant and/or 2nd contact person must be available at all times during the hours of the event.

3. The applicant is responsible to contact all neighbors that are located within area and/or would have restricted access to their driveways.

4. Alcoholic beverages are not permitted on the street.

5. The applicant will abide by the City of Faribault Noise Ordinance. Events with outdoor music shall cease music before 11:00 p.m.

6. The applicant will be responsible for city traffic cones. (Pickup and Return)

7. In case of inclement weather or cancellation of the event please contact Public Works 333-0361 and/or Law Enforcement Center 334-4305 at your earliest convenience.

8. An approved "Street Closure Application" will be given to the applicant to have with him/her on the day of the event.

9. Upon application approval a copy of the application will be forwarded to the Law Enforcement Center and Fire Department .

10. Placement of obstructions, such as tents, shall only be allowed provided that the traveled street is not fully obstructed to permit for emergency vehicle access. Placement shall be approved by the Director of Public Works, Director of Fire and Code Services, or Chief of Police.

11. The City may require event insurance indemnifying the City for street closure requests that are open to the general public or when the closure request is anticipated to have a large number of attendees.

12. The street closure policy and procedures apply to streets of a residential nature. Collector or arterial streets shall not be closed except for public events as approved by City Council.

Submit by Email

City Of Faribault

Street Closure Application

(I) (we) hereby request consideration for closure of 3rd Street NW

Street Address

between Central (Street Name) and 1st Avenue NW (Street Name)

for 2023 Winterfest

(description of event)

between the hours of ~~8AM~~ 6PM and ~~11PM~~ 11PM on Date: 12/2/2023

Applicant information:

Name: Nort Johnson

Address: 530 Wilson Avenue

Phone: 605-490-4137

2nd Contact person:

Name: Casie Steeves

Address: 530 Wilson Avenue

Phone: 507-491-6175

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

This application has been reviewed and approved on: _____

By: _____ Public Works Department

By: _____ Fire Department

By: _____ Police Department

Print Form

Policy and Procedures for Street Closure

* Block Parties	* Family Reunions	* Receptions
* Church Festivals	* Block Garage Sales	* Other

1. Complete Application Form

2. The applicant and/or 2nd contact person must be available at all times during the hours of the event.

3. The applicant is responsible to contact all neighbors that are located within area and/or would have restricted access to their driveways.

4. Alcoholic beverages are not permitted on the street.

5. The applicant will abide by the City of Faribault Noise Ordinance. Events with outdoor music shall cease music before 11:00 p.m.

6. The applicant will be responsible for city traffic cones. (Pickup and Return)

7. In case of inclement weather or cancellation of the event please contact Public Works 333-0361 and/or Law Enforcement Center 334-4305 at your earliest convenience.

8. An approved "Street Closure Application" will be given to the applicant to have with him/her on the day of the event.

9. Upon application approval a copy of the application will be forwarded to the Law Enforcement Center and Fire Department .

10. Placement of obstructions, such as tents, shall only be allowed provided that the traveled street is not fully obstructed to permit for emergency vehicle access. Placement shall be approved by the Director of Public Works, Director of Fire and Code Services, or Chief of Police.

11. The City may require event insurance indemnifying the City for street closure requests that are open to the general public or when the closure request is anticipated to have a large number of attendees.

12. The street closure policy and procedures apply to streets of a residential nature. Collector or arterial streets shall not be closed except for public events as approved by City Council.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Director
MEETING DATE:	November 14, 2023
SUBJECT:	Approve Memorandum of Understanding with Firefighters Local 665

Background:
Firefighters Local 665 would like to add a Health Care Savings Plan (HCSP) to their Collective Bargaining Agreement (CBA). With that, all members of the union have voted and agree to withhold 3% of their gross wages (per pay period) and all severance payout at time of termination or retirement (sick, vacation, comp time, and early retirement buyout/packages). All withholdings would begin upon acceptance of the HCSP plan and language provided by the City of Faribault to MSRS.

Staff recommends the approval of the Memorandum of Understanding (MOU) with Firefighters Local 665, for the acceptance of an HCSP.

Recommendation:
Approve MOU with Firefighters Local 665.

Attachments:
1. MOU Local 665 Firefighters HCSP 2022-2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault, hereafter called the City, and the Faribault Firefighters I.A.F.F. Local 665, hereafter called the Union.

WHEREAS, City and Union are parties to a collective bargaining agreement (CBA) for the time period of January 1, 2022 through December 31, 2024; and

WHEREAS, the Union has voted to incorporate a Health Care Savings Plan (HCSP) into the CBA; and

WHEREAS, all Union employees wish to contribute three percent (3%) of their gross wage, every pay period, into an employee HCSP account going forward; and

WHEREAS, all Union employees wish to contribute any and all severance (sick time, vacation, holiday, comp time) and early retirement buyouts or offerings, at time of retirement or termination, into an employee HCSP account going forward; and

NOW, THEREFORE, the City and Union agree to amend the CBA in accordance with the following terms and conditions of this MOU:

1. The City will withhold 3% of gross wages, every pay period, for all employees within the Union to be distributed into an employee HCSP account.
2. The City will remit any and all severance and early retirement buyouts or offerings, at time of retirement or termination, into an employee HCSP account.

   (Note: This will remain in effect for the remainder of this CBA, until December 31, 2024, at which time the Union will review again to make changes as the Union sees fit. All employees must participate in the HCSP adopted through this MOU unless they are eligible to waive participation as determined by the HCSP. If a participant is granted a waiver by MSRS then that election is irrevocable. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.")

CITY OF FARIBAULT, MINNESOTA A MUNICIPAL CORPORATION	FARIBAULT FIREFIGHTERS LOCAL NO. 665 I.A.F.F.
_____	_____
Kevin F. Voracek, Mayor	Steward
_____	_____
Timothy C. Murray, City Administrator	Steward

_____

Steward

Dated: _____, 2023

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-226 Approve Tobacco License for Mainstreet Tobacco and Vape Outlet

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Background:
Mohammed Alhatana owner of Mainstreet Tobacco and Vape Outlet has applied for a tobacco license for his business located at 417 1st NW. All of the appropriate paperworks has been completed and all required fees have been paid.

If the license is approved the licensing period will be valid January 1, 2024-December 31, 2024.

Recommendation:
Approve Resolution 2023-226

Attachments:
1. Resolution 2023-226 Approve Tobacco License for Mainstreet Tobacco and Vape Outlet

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-226

APPROVE TOBACCO LICENSE FOR MAINSTREET TOBACCO AND VAPE OUTLET

WHEREAS, Mohammed Alhatana owner of Mainstreet Tobacco and Vape Outlet, located at 417 1st Street NW, has submitted an application for a Tobacco License in the city of Faribault; and

WHEREAS, Mohammed Alhatana has paid the required fee and completed the application packet to request the license; and

NOW, THEREFORE BE IT RESOLVED, Mohammed Alhatana owner of Mainstreet Tobacco and Vape Outlet, located at 417 1st Street NW, be issued a Tobacco License valid January 1, 2024 through December 31, 2024.

Date Adopted: November 14, 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:	Dave Wanberg, Community and Economic Development Director
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-220 Repeal and Replace Resolution 2010-122 related to the Preliminary and Final Plat Approval of Lyndale Commons

Background:

ABC Storage LLC (the owner of Lot 2, Block 1, Lyndale Commons) in consultation with GSES of Faribault LLC (the owner of Lot 1, Block 1, Lyndale Commons) (collectively "the Owners") requested that the City Council remove the following provisions outlined in Section 1 of Resolution 2010-122:

1. The owner of Lot 1 and Lot 2, Block 1, shall grant an access easement in favor of the property to the south, and shall construct such access to the common property line within one year of the effective date of the plat; and
2. Landscaping shall be required along the west line of Lot 2, Block 1, according to the landscaping plan labeled as L1.11 and dated July 9, 2010 (attached hereto as Exhibit D). Such landscaping shall be completed no later than October 31, 2010.

The original property owner of Lots 1 and 2, Block 1, Lyndale Commons (Broich Investment LLC), did not follow through with the required conditions of plat approval as outlined in Resolution 2010-122. ABC Storage LLC (the current owner of Lot 2, Block 1, Lyndale Commons) intends to sell its property and, in consultation with GSES of Faribault LLC, requested that the City Council repeal the plat approval conditions outlined above.

City Staff met with representatives from ABC Storage LLC and GSES of Faribault LLC and agreed that the required access easement "in favor of the property to the south" (the GrandStay property owned by GSES of Faribault LLC) is unnecessary. GSES of Faribault LLC feels the required

access easement limits future development on the GrandStay property and requested that the City Council eliminate the access easement requirement.

The City's Development Review Committee (DRC) reviewed the Owner's request. It determined that the access easement outlined in Resolution 2010-122 is not needed for fire protection or safe circulation in the area. City Staff also noted that City Council should consider repealing or revising several other provisions of plat approval outlined in Resolution 2010-122. In particular, City Staff recommends that the City Council eliminate the access and landscaping requirements outlined in Resolution 2010-122. However, City Staff also recommends that future development or redevelopment of Lots 1 or 2 would give the City the right to require the Owners to provide easements and landscaping (at no cost to the City) that the City Council deems necessary to protect the public's health, safety, and welfare. Resolution 2023-220 repeals and replaces Resolution 2010-122 with new plat approval conditions.

In a related matter, GSES of Faribault LLC will likely request that the City Council amend the existing Development Agreement associated with the GrandStay property to eliminate the requirement for an access easement on the GrandStay property. The City Council will take action on that forthcoming request at a future Council meeting.

The Planning Commission held a public hearing on November 6, 2023, to request the repeal and replacement of Resolution 2010-122. Jeff Jandro, representing ABC Storage LLC, spoke at the hearing. However, no one from the public attended the hearing. With a 6-0 vote, the Planning Commission recommended that the City Council approve Resolution 2023-220, which repeals and replaces Resolution 2010-122 related to the approval of the preliminary and final plat of Lyndale Commons.

Recommendation:
Approve Resolution 2023-220.

Attachments:
1. Resolution 2023-220 Repeal & Replace Resolution 2010-122 for the Approval of Lyndale Commons Subdivision Plat
2. Staff Report to Planning Commission

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-220

REPEAL AND REPLACE RESOLUTION 2010-122 RELATED TO THE PRELIMINARY AND FINAL PLAT APPROVAL OF LYNDALE COMMONS

WHEREAS, ABC Faribault LLC (the owner of Lot 2, Block 1, Lyndale Commons) in consultation with GSES of Faribault LLC (the owner of Lot 1, Block 1, Lyndale Commons) collectively (the "Owners") have requested removal of certain provisions of final plat approval of the Lyndale Commons subdivision (the "Plat") documented in Resolution 2010-122, adopted July 27, 2010, attached as Exhibit A of this resolution; and

WHEREAS, the legal description of the site of the Plat is

> Lot 1 and Lot 2, Block 1, Lyndale Commons, City of Faribault, County of Rice, State of Minnesota

; and

WHEREAS, the Owners are seeking to remove the following provisions outlined in Section 1 of Resolution 2010-122

1. The owner of Lot 1 and Lot 2, Block 1, shall grant an access easement in favor of the property to the south, and shall construct such access to the common property line within one year of the effective date of the plat; and

8. Landscaping shall be required along the west line of lot 2, Block 1, according to the landscaping plan labeled as L1.11 and dated July 9, 2010 (attached hereto as Exhibit D). Such landscaping shall be completed no later than October 31, 2010.

; and

WHEREAS, the original developer of the Plat, Broich Investment LLC, did not complete the required conditions of plat approval as outlined in Resolution 2010-122 and ABC Storage LLC intends to sell its property and in consultation with GSES of Faribault LLC, requested that the City Council repeal the conditions of approval related to the access easement, construction of the access driveway, and landscaping; and

WHEREAS, the Owners have determined the access easement in favor of the owner to the south is unnecessary and will limit future development on said property to the south (the "GrandStay Property"); and

WHEREAS, the City's Development Review Committee has reviewed the Owner's request and determined that the access easement outlined in Resolution 2010-122 is not necessary for fire protection or safe circulation in the area, and noted that the City Council should consider repealing or revising other provisions of the plat approval listed in the resolution that are no longer applicable or practical; and

WHEREAS, the City's Development Review Committee recommends that at the time of future development or redevelopment of Lots 1 and 2, the City requires that the Owners provide landscaping and easements that the City deems necessary to protect the public's health, safety, and welfare; and

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

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

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

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that repealing and replacing Resolution 2010-122 with Resolution 2023-220 related to the preliminary and final plat of Lyndale Commons is appropriate with the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

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

Finding: The proposed preliminary plat is consistent with the area requirements of lots in the C-2 Highway Commercial District and with other applicable provisions of the Unified Development Ordinance.

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

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

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

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

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

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

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

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

WHEREAS, based upon the said report, hearing, and recommendation, the City Council hereby finds that the requested removal of certain provisions of the final plat approval for Lyndale Commons is appropriate, with the following findings related to the final plat as required by Section 15-210 of the City's Unified Development Ordinance:

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

   Finding: The Owner has requested amendments to the provisions for the final plat approval that are substantially consistent with the

preliminary plat.

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

   Finding: The final plat remains in conformance with all applicable requirements of the City's Unified Development Ordinance.

3. **All submission requirements have been satisfied.**

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

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council of the City of Faribault hereby repeals Resolution 2010-122 in its entirety and replaces it with Resolution 2023-220.

Section 2. The City Council of the City of Faribault hereby reapproves the Preliminary Plat of Lyndale Commons (attached as Exhibit B) and approves the Final Plat of Lyndale Commons (attached as Exhibit C), subject to the following conditions:

1. Before any new development in the Lyndale Common plat occurs, the Owner must provide any and all easements, at no cost to the City, as deemed necessary by the City Engineer.

2. There shall be no parkland dedication for the property.

3. Any new development in the Lyndale Commons plat must be consistent with all pertinent regulations, codes, and requirements in effect at the time of development, including but not limited to stormwater management and landscaping.

4. The Owner must ensure the proper installation of all subdivision monumentation per the recorded 2010 subdivision agreement.

5. The Owner shall comply with all pertinent requirements deemed necessary by the City Engineer as outlined in the 2010 subdivision agreement.

6. Before any development occurs on Lot 1, Block 1, Lyndale

Commons, the Owner must remove the current driveway entrance to Lot 1 from Lyndale Court and restore the property and right-of-way to the satisfaction of the City Engineer,

7. The Owner shall comply with all requirements in the City's plat opinion and must make any necessary corrections concerning the title to the property constituting the plat and any necessary revisions to the plat, all as required by the City.

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

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Exhibit A

2 C
City of Flat

631014

plat

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2010-122

APPROVE PRELIMINARY AND FINAL PLAT
Lyndale Commons

WHEREAS, the preliminary and final plat of Lyndale Commons has been submitted to the City for review and approval; and

R

WHEREAS, the property is described in the attached **Exhibit A**; and

WHEREAS, City staff has completed a review of the preliminary and final plats and made a report pertaining to said plats (PP-27-10 and FP-28-10), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 20th day of July 2010, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the preliminary and final plats be approved; and

WHEREAS, the City Council, on the 27th day of July, 2010, following proper notice, held a public hearing to consider the proposed preliminary and final plats and all interested persons were provided with an opportunity to comment.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES:

Section 1. The preliminary and final plats of Lyndale Commons, attached as **Exhibit B and Exhibit C** are hereby approved with the following provisions:

1. The owner of Lot 1 and Lot 2, Block 1, shall grant an access easement in favor of the property to the south, and shall construct such access to the common property line within on year of the effective date of the plat.
2. The existing structure in the proposed right of way shall be removed prior to recording of the plat. Such removal shall comply with all city codes and requirements and shall require proper permitting.
3. Documentation of permitting from the DNR for filling of the wetland shall be provided prior to recording of the plat.
4. A drainage and utility easement shall be provided for the storm sewer outlet structure to the north of Lyndale Court prior to recording of the plat.
5. A public drainage, utility, and access easement shall be provided over the entire width and length of the private access road prior to recording of the plat.
6. There shall be no parkland dedication for the property which is currently developed.

7. Any additional development on either parcel shall require updates to site and landscape elements consistent with code requirements in affect at that time, and shall be subject to formal site plan review and approval.
8. Landscaping shall be required along the west line of Lot 2, Block 1, according to the landscaping plan labeled as L1.11 and dated July 9, 2010 (attached hereto as Exhibit D). Such landscaping shall be completed no later than October 31, 2010.
9. Temporary and permanent erosion and sediment control plans must be prepared and implemented in accordance with Minnesota Pollution Control Agency requirements, upon development of the site.
10. The final plat shall be recorded with the Rice County Recorder's Office by the City of Faribault within one year of the effective date of the approving resolution or the plat shall be come null and void. All associated recording costs shall be paid by the property owner,
11. All subdivision monumentation (permanent) shall be installed within one year from the date of recording of the plat, or the monumentation shall be installed on a per-lot basis at the time a building permit for the subject lot is issued, whichever occurs first. By the end of the one-year period, the Developer shall submit to the City written verification by a registered land surveyor that the required monuments have been installed throughout the plat. Further, each monument shall be marked by the setting of either a steel or fiberglass post. The city shall verify monumentation.
12. The developer/property owner shall enter into the City's subdivision agreement and shall comply with all requirements set forth in the subdivision agreement, which shall be recorded with the plat.
13. The developer / property owner shall comply with all requirements set forth in the City's plat opinion and shall make any necessary corrections concerning the title to the property constituting the plat and any necessary revisions to the plat, all as required by the City.

Adopted this 27th day of July, 2010.

Faribault City Council

John R. Jasinski, Mayor

ATTEST: Terry J. Berg

Terry J. Berg, Interim City Administrator

EXHIBIT A

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 110 North, Range 21 West of the Fifth Principle Meridian; subject to Minnesota Trunk Highway 65, over the westerly side thereof, according to the final certificate for said highway, dated April 17, 1961, and filed for record in the office of the Register of Deeds in and for Rice County, Minnesota; July 23, 1962, in Book 213 of Deeds on pages 383–418; together with an easement, for driveway purposes, over, under and across the most Southerly 40 feet of the West 38 rods of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 24, Township 110, North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota.

AND

All that part of Outlot A, DUBE FIRST SUBDIVISION, according to the recorded plat thereof, and that part of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 24, Township 110 North, Range 21 West, City of Faribault, Rice County, Minnesota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 24; thence North 00 degrees 19 minutes 55 seconds East (assumed bearing) on the west line of said Southeast Quarter, 655.96 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter of said Southeast Quarter; thence North 89 degrees 48 minutes 01 seconds East on the north line of said Southwest Quarter of the Southwest Quarter of said Southeast Quarter, 33.00 feet to a point on the east right-of-way line of Park Avenue according to DUBE FIRST SUBDIVISION, said point being the point of beginning; thence North 00 degrees 19 minutes 55 seconds East on said east right-of-way line, 25.00 feet; thence North 89 degrees 48 minutes 01 seconds East, 228.91 feet; thence northeasterly and southeasterly 162.71 feet, not tangent to previous line, on a 60.00 foot radius curve to the right having a central angle of 155 degrees 22 minutes 32 seconds and a 117.24 foot chord that bears South 77 degrees 53 minutes 15 seconds East to a point on the north line of the Southwest Quarter of the Southwest Quarter of said Southeast Quarter; thence South 89 degrees 48 minutes 01 seconds West on said north line, not tangent to previous curve, 343.69 feet to the point of beginning.

RESOLUTION 2010-122

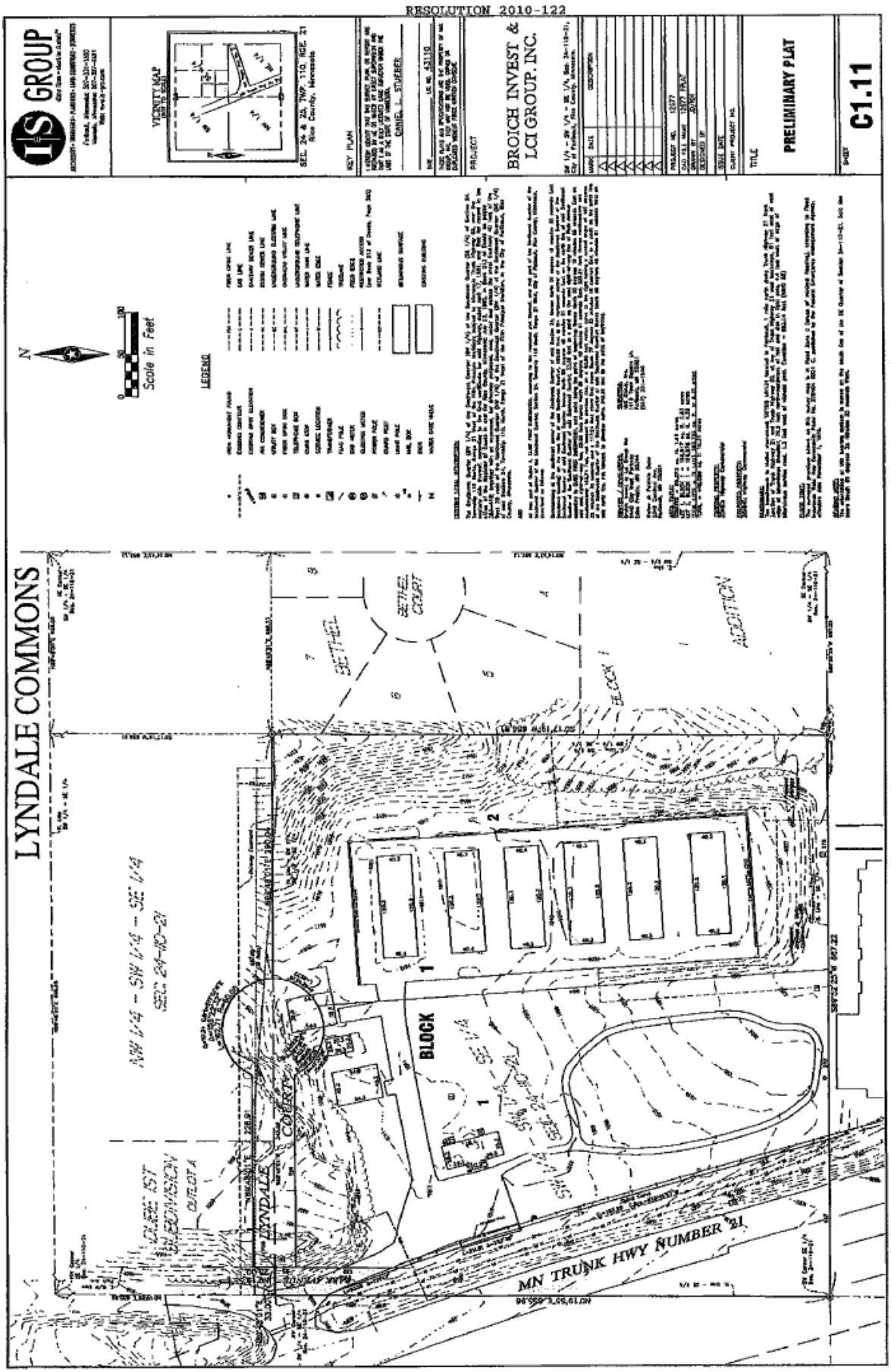


EXHIBIT C

RESOLUTION 2010-122

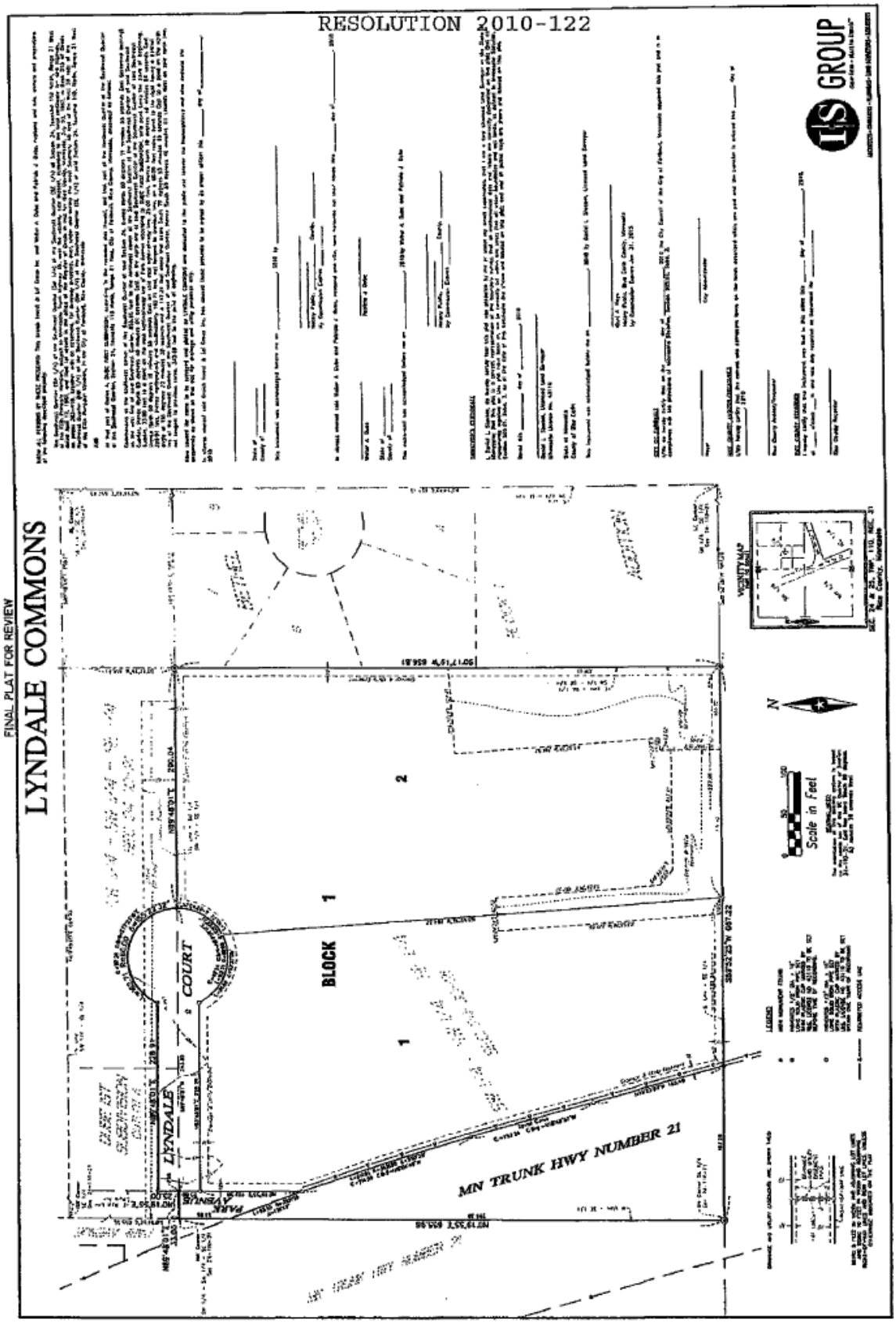
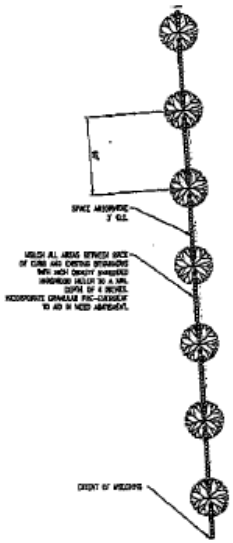
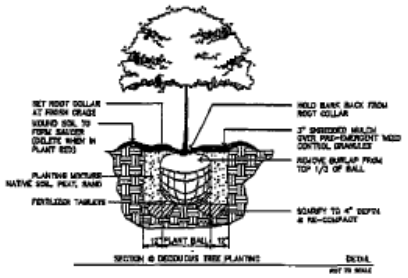


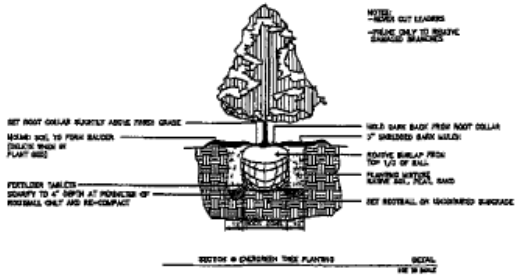
EXHIBIT D
RESOLUTION 2010-122



PLANT SCHEDULE

KEY	QTY.	BOTANICAL / COMMON NAME	SIZE	NOTES
	7	TILIA AMERICANA 'REDMOND' / REDMOND LINDEN	2"-2.5" B&B	
	115	THUJA OCCIDENTALIS 'SMARAGD' / EMERALD ARBORVITAE	5'-6.5' B&B	DENSE VARIETY OF TEDDY ARBORVITAE





N

0 40 80
Scale:

B.M. ELEVATION=1019.60
TAKEN AT WEST SIDE OF PARK AVENUE 500' NORTH OF TRUNK HIGHWAY 21 AND PARK AVENUE INTERSECTION

I&S GROUP
"Give Life – start to finish"
ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • SCIENTISTS
Faribault, Minnesota 507-331-1500
Northfield, Minnesota 507-301-6051
Web: www.is-group.com

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF I&S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT
BROICH INVEST & LCI GROUP, INC.
LYNDALE COMMONS
FARIBAULT MINNESOTA

MARK	DATE	DESCRIPTION
△		
△		
△		
△		
△		
△		

PROJECT NO.	10-12877
CAD FILE NAME	12877 LEASE
DESIGNED BY	TT
DRAWN BY	TT
REVIEWED BY	
ISSUE DATE	7-8-10
CLIENT PROJECT NO.	

TITLE
LANDSCAPE PLAN

SHEET
L1.11

CERTIFICATION

I, Lorri A. Smith, Deputy City Clerk for City of Faribault, do hereby certify that the foregoing Resolution is a true and exact copy of Resolution 2010-122 as adopted by the Faribault City Council at a duly authorized meeting on July 27, 2010.

Lorri Smith

Lorri A. Smith, Deputy City Clerk

July 29, 2010
Date

Document No.
631014

OFFICE OF COUNTY RECORDER
RICE COUNTY, MINN

No. of Pages 7

I hereby certify that the within instrument was filed in this office for record on 12-13-2010 at 10:51 ☒ AM ☐ PM

12132010

Marsha DeGroot
Rice County Recorder

631014

Exhibit B
Reapproved Preliminary Plat

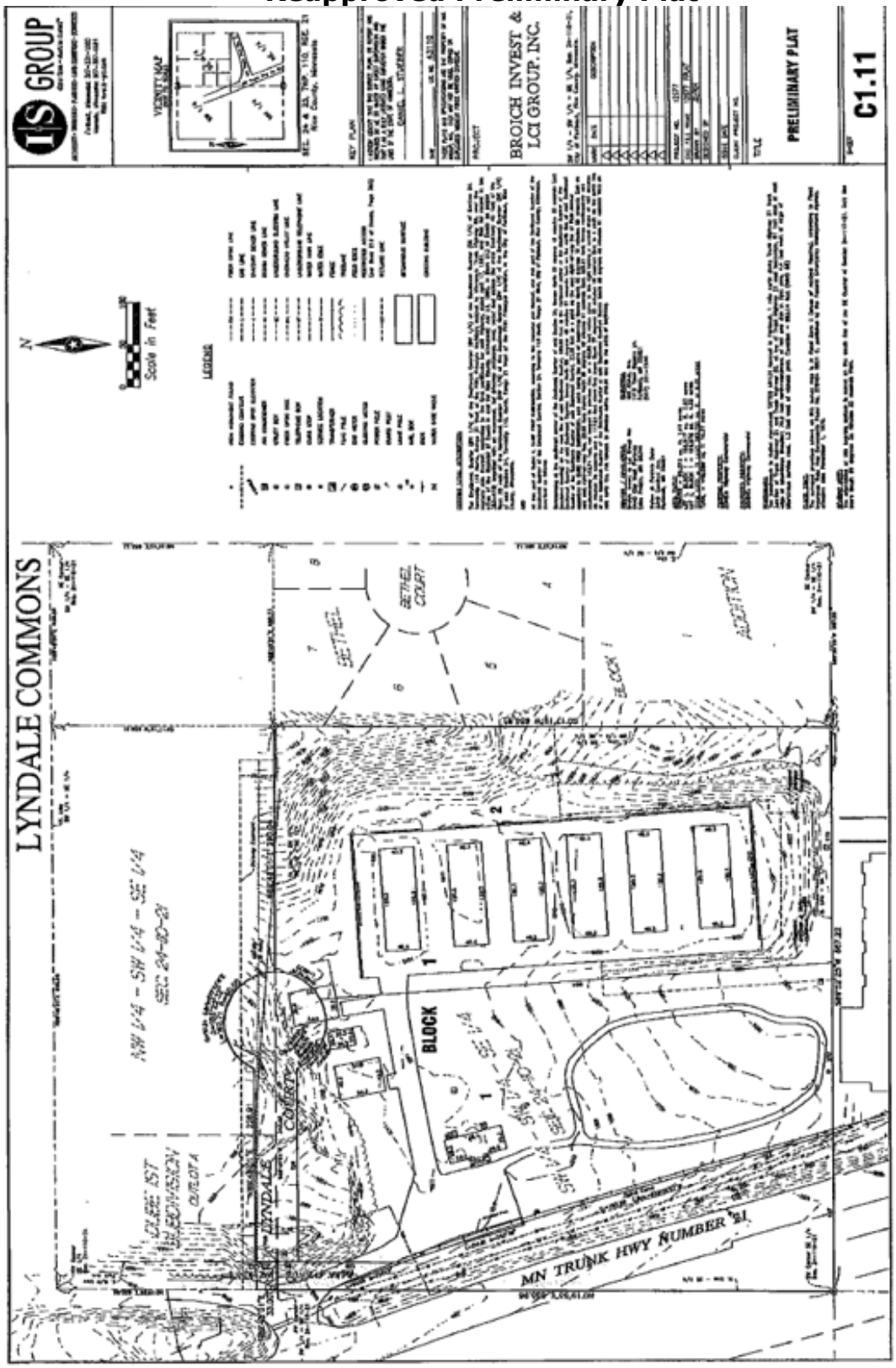
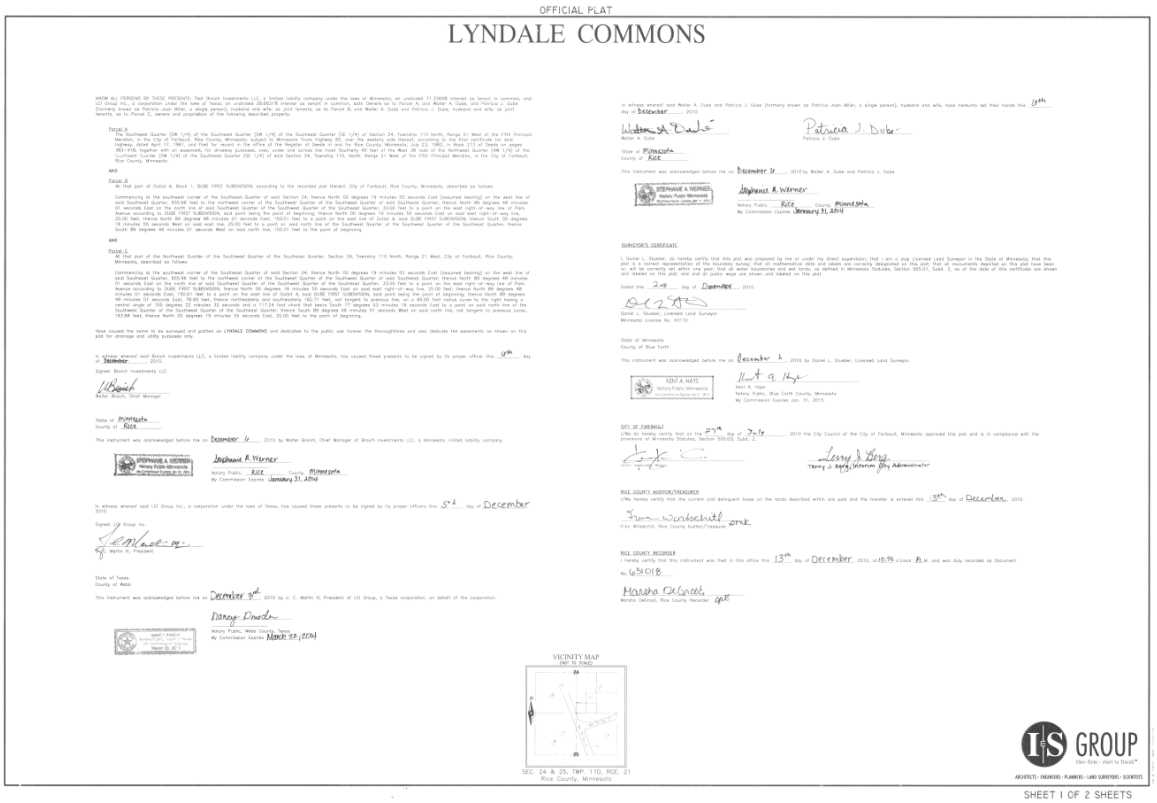


Exhibit C
Approved Final Plat


OFFICIAL PLAT

LYNDALE COMMONS

KNOW ALL PERSONS BY THESE PRESENTS: That Broich Investments LLC, a limited liability company under the laws of Minnesota, as undivided 21.53425% interest as tenant in common, and LCI Group Inc., a corporation under the laws of Texas, an undivided 28.65575% interest as tenant in common, both Owners as to Parcel A, and Walter A. Duke and Patricia J. Duke (formerly known as Patricia Joan Miller, a single person), husband and wife, as joint tenants, as to Parcel B, and Walter A. Duke and Patricia J. Duke, husband and wife, as joint tenants, as to Parcel C, owners and proprietors of the following described property:

Parcel A
The Southeast Quarter (SW 1/4) of the Southeast Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, subject to Minnesota Trunk Highway 60, over that easement now thereof, according to the best certificate for said highway, dated April 17, 1961, and filed for record in the office of the Register of Deeds in and for Rice County, Minnesota, July 21, 1960, in Book 273 of Deeds on pages 383-418; together with an easement, for driveway purposes, over, under and across the most Southerly 40 feet of the West 30 rods of the Northeast Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24, Township 110, North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota.

AND

Parcel B
All that part of Outlot A, Block 1, DUKE FIRST SUBDIVISION, according to the recorded plat thereof, City of Faribault, Rice County, Minnesota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 24; thence North 00 degrees 19 minutes 55 seconds East (assumed bearing) on the west line of said Southeast Quarter, 655.96 feet to the northwest corner of the Southeast Quarter of the Southeast Quarter of said Southeast Quarter; thence North 89 degrees 48 minutes 01 seconds East on the north line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter, 33.00 feet to a point on the east right-of-way line of Park Avenue according to DUKE FIRST SUBDIVISION; thence North 00 degrees 19 minutes 55 seconds East on said east right-of-way line, 25.00 feet; thence North 89 degrees 48 minutes 01 seconds East, 228.91 feet; thence Southeasterly, 192.71 feet, not tangent to previous line, on a 60.00 foot radius curve to the right having a central angle of 184 degrees 00 minutes 00 seconds; thence South 89 degrees 48 minutes 01 seconds West, 290.04 feet; thence Northwesterly, 192.71 feet, not tangent to previous line, on a 60.00 foot radius curve to the right having a central angle of 185 degrees 22 minutes 22 seconds and a 117.24 foot chord that bears South 77 degrees 53 minutes 16 seconds East to a point on said north line of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 01 seconds West on said north line, not tangent to previous curve, 193.66 feet; thence North 00 degrees 19 minutes 55 seconds East, 25.00 feet to the point of beginning.

Have caused the same to be surveyed and platted on LYNDALE COMMONS and dedicated to the public use forever the thoroughfares and also dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Broich Investments LLC, a limited liability company under the laws of Minnesota, has caused these presents to be signed by its proper officer this 6th day of December, 2010.

Signed: Broich Investments LLC

Walter Broich, Chief Manager

State of Minnesota
County of Rice

This instrument was acknowledged before me on December 6, 2010 by Walter Broich, Chief Manager of Broich Investments LLC, a Minnesota limited liability company.

STEPHANIE A. WERNER
Notary Public-Minnesota
My Commission Expires Jan 31, 2014

Stephanie A. Werner
Notary Public Rice County Minnesota
My Commission Expires January 31, 2014

In witness whereof said LCI Group Inc., a corporation under the laws of Texas, has caused these presents to be signed by its proper officers this 5th day of December 2010.

Signed: LCI Group Inc.

G. C. Martin III, President

State of Texas
County of Webb

This instrument was acknowledged before me on December 5th 2010 by G. C. Martin III, President of LCI Group, a Texas corporation, on behalf of the corporation.

Nancy Dowda
Notary Public, Webb County, Texas
My Commission Expires March 23, 2014

NANCY DOWDA
Notary Public, State of Texas
My Commission Expires
March 23, 2014

In witness whereof said Walter A. Duke and Patricia J. Duke (formerly known as Patricia Joan Miller, a single person), husband and wife, have hereunto set their hands this 6th day of December, 2010.

Walter A. Duke

Patricia J. Duke

State of Minnesota
County of Rice

This instrument was acknowledged before me on December 6, 2010 by Walter A. Duke and Patricia J. Duke.

STEPHANIE A. WERNER
Notary Public-Minnesota
My Commission Expires Jan 31, 2014

Stephanie A. Werner
Notary Public Rice County Minnesota
My Commission Expires January 31, 2014

SURVEYOR'S CERTIFICATE

I, Daniel L. Stueber, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or, will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this 2nd day of December, 2010.

Daniel L. Stueber, Licensed Land Surveyor
Minnesota License No. 43110

State of Minnesota
County of Blue Earth

This instrument was acknowledged before me on December 2, 2010 by Daniel L. Stueber, Licensed Land Surveyor.

KENT A. HAYS
Notary Public-Minnesota
My Commission Expires Jan. 31, 2015

Kent A. Hays
Notary Public, Blue Earth County, Minnesota
My Commission Expires Jan. 31, 2015

CITY OF FARIBAULT

I/We do hereby certify that on the 7th day of July 2010 the City Council of the City of Faribault, Minnesota approved this plat and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Mayor

Terry J. Berg, Interim City Administrator

RICE COUNTY AUDITOR/TREASURER

I/We hereby certify that the current and delinquent taxes on the lands described within are paid and the transfer is entered this 13th day of December, 2010.

Tom Windschitl
Rice Windschitl, Rice County Auditor/Treasurer

RICE COUNTY RECORDER

I hereby certify that this instrument was filed in this office this 13th day of December, 2010, at 10:55 o'clock A.M. and was duly recorded as Document No. 651018.

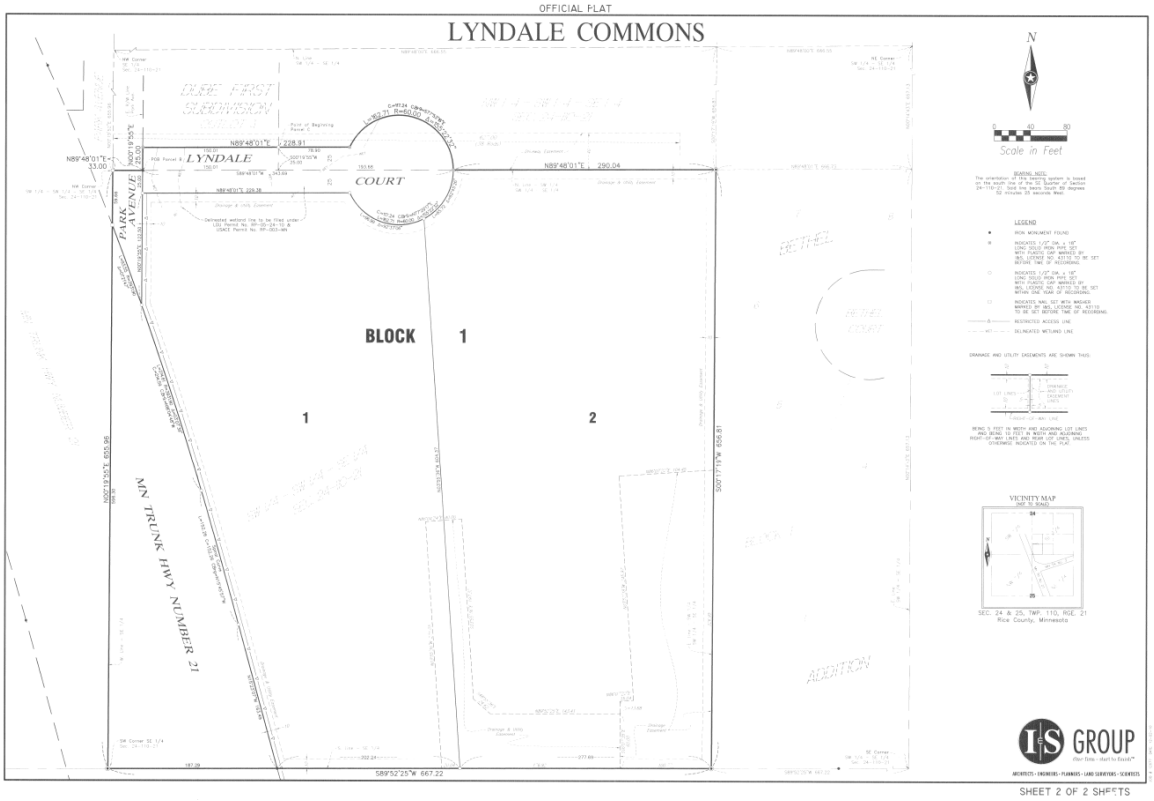
Marsha DeGroot
Marsha DeGroot, Rice County Recorder

VICINITY MAP
(NOT TO SCALE)

SEC. 24 & 25, TWP. 110, RGE. 21
Rice County, Minnesota

GROUP
Our Firm - Start to Finish
ARCHITECTS - ENGINEERS - PLANNERS - LAND SURVEYORS - SCIENTISTS

SHEET 1 OF 2 SHEETS


OFFICIAL PLAT

LYNDALE COMMONS

DUKE FIRST SUBDIVISION

LYNDALE COURT

PARK AVENUE

BLOCK 1

MN TRUNK HWY NUMBER 21

BETHEL ADDITION

N89°48'01"E 228.91

N89°48'01"E 290.04

N89°48'01"E 33.00

N00°19'55"E 655.96

S00°17'51"W 656.81

S89°52'25"W 667.22

N

0 40 80
Scale in Feet

BEARING NOTE
The orientation of the bearing system is based on the south line of the SE Quarter of Section 24-110-21. Said line bears South 89 degrees 52 minutes 25 seconds West.

LEGEND
IRON MONUMENT FOUND
INDICATES 1/2" DIA. x 18" IRON PIPE SET WITH PLASTIC CAP MARKED BY I&S, LICENSE NO. 43110 TO BE SET BEFORE TIME OF RECORDING.
INDICATES 1/2" DIA. x 18" IRON PIPE SET WITH PLASTIC CAP MARKED BY I&S, LICENSE NO. 43110 TO BE SET WITHIN ONE YEAR OF RECORDING.
INDICATES NAIL SET WITH WASHER MARKED BY I&S, LICENSE NO. 43110 TO BE SET BEFORE TIME OF RECORDING.
RESTRICTED ACCESS LINE
DELINEATED WETLAND LINE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.

VICINITY MAP
(NOT TO SCALE)

SEC. 24 & 25, TWP. 110, RGE. 21
Rice County, Minnesota

GROUP
Our Firm - Start to Finish
ARCHITECTS - ENGINEERS - PLANNERS - LAND SURVEYORS - SCIENTISTS

SHEET 2 OF 2 SHEETS

REQUEST FOR PLANNING COMMISSION ACTION

TO:	Planning Commission
THROUGH:	Dave Wanberg, Community and Economic Development Director
FROM:	Peter Waldock, Planning & Zoning Coordinator
MEETING DATE:	November 6, 2023
SUBJECT:	Amendment to Resolution 2010-122 for Final Plat approval of Lyndale Commons and any other documents and agreements related to access easements and shared private drives associated with 2055 Lyndale Avenue N (PID # 18.24.4.52.001); 1500 Lyndale Court (PID # 18.24.4.52.002) and 1500 20th Street NW (PID # 18.25.1.25.002).

Background:

ABC Faribault Storage LLC and GSES of Faribault LLC (the "owners') have requested that the City remove a requirement for construction of an access drive and associated easement that was a condition of approval for the final plat for the Lyndale Commons subdivision and was included in the development agreement for the GrandStay Hotel site. This requirement was intended to provide vehicle access to and from Highway 3 and provide a secondary outlet and access to the north, for the GrandStay site. The owners have no need for access to Highway 3 and the operators of the GrandStay Hotel prefer not to have this driveway built through the property to serve the adjoining commercial lots to the north.

The Development Review Committee (DRC) discussed this matter at their meeting on October 24, 2023. The DRC had no objection to eliminating the driveway requirement. They felt the easement agreement for the GrandStay site could be amended or released, as the current owner of GrandStay also owns Lot 1 of Lyndale Commons and still could provide the access drive if desired and the other provisions of the agreement have been satisfied. They discussed the landscaping along the property line between Lots 1 and 2 and ultimately determined that the landscape screening should be installed by the developer of Lot 1 when that site is developed.

Lyndale Court and Park Avenue share an intersection with Highway 21 that allows turn movements for north and southbound traffic into the site.

The Planning Commission opened the public hearing on this matter at their last meeting and continued the hearing and consideration of the application to provide the required notice period for the subdivision plat amendment. The City received a call from an adjoining owner who asked for additional details of this request. City Staff discussed the request with the property owner and addressed their questions. They felt they were not affected by the request and therefore had no objections.

The City Staff have prepared a draft resolution that will amend the original approval resolution to eliminate the access driveway requirement and the landscaping along the west property of Lot 2 as requested.

Recommendation:
Approve findings in support of the request to remove requirements for construction of the access drive and landscaping and recommend City Council approval of this application.

Attachments:
1. Draft Resolution
2. Resolution 2010-122
3. 2008 GSES Agreement
4. DRC Memo
5. Zoning Map
6. Comp Plan Map
7. PowerPoint Slides (10.6)

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023- ___

REPEALING AND REPLACING RESOLUTION 2010-122 FOR THE APPROVAL OF LYNDALE COMMONS SUBDIVISION PLAT

WHEREAS, ABC Faribault LLC and GSES of Faribault LLC, (the "Owners") have requested amendments to provisions of final plat approval of the Lyndale Commons subdivision (the "Plat") documented in Resolution 2010-122, adopted July 27, 2010, Attached as Exhibit A of this resolution; and

WHEREAS, the legal description of the site of the Plat is

> Lot 1 and Lot 2, Block 1, Lyndale Commons, City of Faribault, County of Rice, State of Minnesota

;and

WHEREAS, the Owners are seeking to remove the requirement for an access easement and construction of a driveway to the property adjoining and to the south of the Plat site; and

WHEREAS, the Owners are also seeking to amend a provision of the Plat approval that requires landscaping along the common lot line between Lots 1 and 2 to be completed prior to construction on Lot 1 of the Plat; and

WHEREAS, GSES of Faribault LLC, the owner of the adjoining parcel south of the Plat site and operator of the GrandStay Hotel on that site, is seeking a related amendment to their development agreement with the City that requires an access easement across that site; and

WHEREAS, the following changes to the provisions of Resolution 2010-122 are proposed with strike-through lines indicating text to be removed and underlined text to be added as follows:

~~1. The owner of Lot 1 and Lot 2, Block 1, shall grant an access easement in favor of the property to the south, and shall construct~~

~~such access to the common property line within on year of the effective date of the plat.~~

8. Landscaping shall be ~~required~~ provided along the ~~west~~ east line of Lot ~~2~~ 1, Block 1, when this lot is developed, in accordance with City site plan approval and City ordinances in effect at the time of development. ~~according to the landscaping plan labeled as L1.11 and dated July 9, 2010 (attached hereto as Exhibit D). Such landscaping shall be completed no later than October 31, 2010.~~

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

;and

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

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

WHEREAS, the provisions for preliminary and final plat approval listed in Section 1 of Resolution 2010-122 (attached hereto as Exhibit A) are hereby repealed in their entirety and replaced with the conditions of approval stated in this resolution; and

WHEREAS, the City Council, on the _____ day of _____ 2023, at a public meeting considered the requests; and

WHEREAS, based upon the said report, hearing, and recommendation, the City Council hereby finds that approval of requested amendments to the provision of preliminary and final plat approval for Lyndale Commons as requested is appropriate, with the following findings related to the final plat as required by Section 15-210 of the City's Unified Development Ordinance:

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

Finding: The Owner has requested amendments to the provisions for the final plat approval that are substantially consistent with the preliminary plat.

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

   Finding: The final plat remains in conformance with all applicable requirements of the City's Unified Development Ordinance.

3. **All submission requirements have been satisfied.**

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault hereby approves the final plat of Lyndale Commons, subject to the following conditions:

1. The existing structure in the proposed right of way shall be removed prior to recording of the plat. Such removal shall comply with all city codes and requirements and shall require proper permitting.

2. Documentation of permitting from the DNR for filling of the wetland shall be provided prior to recording of the plat.

3. A drainage and utility easement shall be provided for the storm sewer outlet structure to the north of Lyndale Court prior to recording of the plat.

4. A public drainage, utility, and access easement shall be provided over the entire width and length of the private access road prior to recording of the plat.

5. There shall be no parkland dedication for the property which is currently developed.

6. Any additional development on either parcel shall require updates to site and landscape elements consistent with code requirements in affect at that time, and shall be subject to formal site plan review and approval.

7. Landscaping shall be provided along the east line of Lot 1, Block 1, when this lot is developed, in accordance with City site plan approval and City ordinances in effect at the time of development.

8. Temporary and permanent erosion and sediment control plans must be prepared and implemented in accordance with Minnesota Pollution Control Agency requirements, upon development of the site.

9. The final plat shall be recorded with the Rice County Recorder's Office by the City of Faribault within one year of the effective date of the approving resolution or the plat shall be come null and void. All associated recording costs shall be paid by the property owner,

10. All subdivision monumentation (permanent) shall be installed within one year from the date of recording of the plat, or the monumentation shall be installed on a per-lot basis at the time a building permit for the subject lot is issued, whichever occurs first. By the end of the one-year period, the Developer shall submit to the City written verification by a registered land surveyor that the required monuments have been installed throughout the plat. Further, each monument shall be marked by the setting of either a steel or fiberglass post. The city shall verify the monumentation.

11. The developer/property owner shall enter into the City's subdivision agreement and shall comply with all requirements set forth in the subdivision agreement, which shall be recorded with the plat.

12. The developer/property owner shall comply with all requirements set forth in the City's plat opinion and shall make any necessary corrections concerning the title to the property constituting the plat and any necessary revisions to the plat, all as required by the City.

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

Date Adopted: _____, 2023

[This space was intentionally left blank]

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

Exhibit A

2 C
City of Flat

631014

plat

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2010-122

APPROVE PRELIMINARY AND FINAL PLAT
Lyndale Commons

WHEREAS, the preliminary and final plat of Lyndale Commons has been submitted to the City for review and approval; and

R

WHEREAS, the property is described in the attached **Exhibit A**; and

WHEREAS, City staff has completed a review of the preliminary and final plats and made a report pertaining to said plats (PP-27-10 and FP-28-10), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 20th day of July 2010, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the preliminary and final plats be approved; and

WHEREAS, the City Council, on the 27th day of July, 2010, following proper notice, held a public hearing to consider the proposed preliminary and final plats and all interested persons were provided with an opportunity to comment.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES:

Section 1. The preliminary and final plats of Lyndale Commons, attached as **Exhibit B and Exhibit C** are hereby approved with the following provisions:

1. The owner of Lot 1 and Lot 2, Block 1, shall grant an access easement in favor of the property to the south, and shall construct such access to the common property line within on year of the effective date of the plat.
2. The existing structure in the proposed right of way shall be removed prior to recording of the plat. Such removal shall comply with all city codes and requirements and shall require proper permitting.
3. Documentation of permitting from the DNR for filling of the wetland shall be provided prior to recording of the plat.
4. A drainage and utility easement shall be provided for the storm sewer outlet structure to the north of Lyndale Court prior to recording of the plat.
5. A public drainage, utility, and access easement shall be provided over the entire width and length of the private access road prior to recording of the plat.
6. There shall be no parkland dedication for the property which is currently developed.

7. Any additional development on either parcel shall require updates to site and landscape elements consistent with code requirements in affect at that time, and shall be subject to formal site plan review and approval.
8. Landscaping shall be required along the west line of Lot 2, Block 1, according to the landscaping plan labeled as L1.11 and dated July 9, 2010 (attached hereto as Exhibit D). Such landscaping shall be completed no later than October 31, 2010.
9. Temporary and permanent erosion and sediment control plans must be prepared and implemented in accordance with Minnesota Pollution Control Agency requirements, upon development of the site.
10. The final plat shall be recorded with the Rice County Recorder's Office by the City of Faribault within one year of the effective date of the approving resolution or the plat shall be come null and void. All associated recording costs shall be paid by the property owner,
11. All subdivision monumentation (permanent) shall be installed within one year from the date of recording of the plat, or the monumentation shall be installed on a per-lot basis at the time a building permit for the subject lot is issued, whichever occurs first. By the end of the one-year period, the Developer shall submit to the City written verification by a registered land surveyor that the required monuments have been installed throughout the plat. Further, each monument shall be marked by the setting of either a steel or fiberglass post. The city shall verify monumentation.
12. The developer/property owner shall enter into the City's subdivision agreement and shall comply with all requirements set forth in the subdivision agreement, which shall be recorded with the plat.
13. The developer / property owner shall comply with all requirements set forth in the City's plat opinion and shall make any necessary corrections concerning the title to the property constituting the plat and any necessary revisions to the plat, all as required by the City.

Adopted this 27th day of July, 2010.

Faribault City Council

John R. Jasinski, Mayor

ATTEST: Terry J. Berg

Terry J. Berg, Interim City Administrator

EXHIBIT A

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 110 North, Range 21 West of the Fifth Principle Meridian; subject to Minnesota Trunk Highway 65, over the westerly side thereof, according to the final certificate for said highway, dated April 17, 1961, and filed for record in the office of the Register of Deeds in and for Rice County, Minnesota; July 23, 1962, in Book 213 of Deeds on pages 383–418; together with an easement, for driveway purposes, over, under and across the most Southerly 40 feet of the West 38 rods of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 24, Township 110, North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota.

AND

All that part of Outlot A, DUBE FIRST SUBDIVISION, according to the recorded plat thereof, and that part of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 24, Township 110 North, Range 21 West, City of Faribault, Rice County, Minnesota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 24; thence North 00 degrees 19 minutes 55 seconds East (assumed bearing) on the west line of said Southeast Quarter, 655.96 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter of said Southeast Quarter; thence North 89 degrees 48 minutes 01 seconds East on the north line of said Southwest Quarter of the Southwest Quarter of said Southeast Quarter, 33.00 feet to a point on the east right–of–way line of Park Avenue according to DUBE FIRST SUBDIVISION, said point being the point of beginning; thence North 00 degrees 19 minutes 55 seconds East on said east right–of–way line, 25.00 feet; thence North 89 degrees 48 minutes 01 seconds East, 228.91 feet; thence northeasterly and southeasterly 162.71 feet, not tangent to previous line, on a 60.00 foot radius curve to the right having a central angle of 155 degrees 22 minutes 32 seconds and a 117.24 foot chord that bears South 77 degrees 53 minutes 15 seconds East to a point on the north line of the Southwest Quarter of the Southwest Quarter of said Southeast Quarter; thence South 89 degrees 48 minutes 01 seconds West on said north line, not tangent to previous curve, 343.69 feet to the point of beginning.

RESOLUTION 2010-122

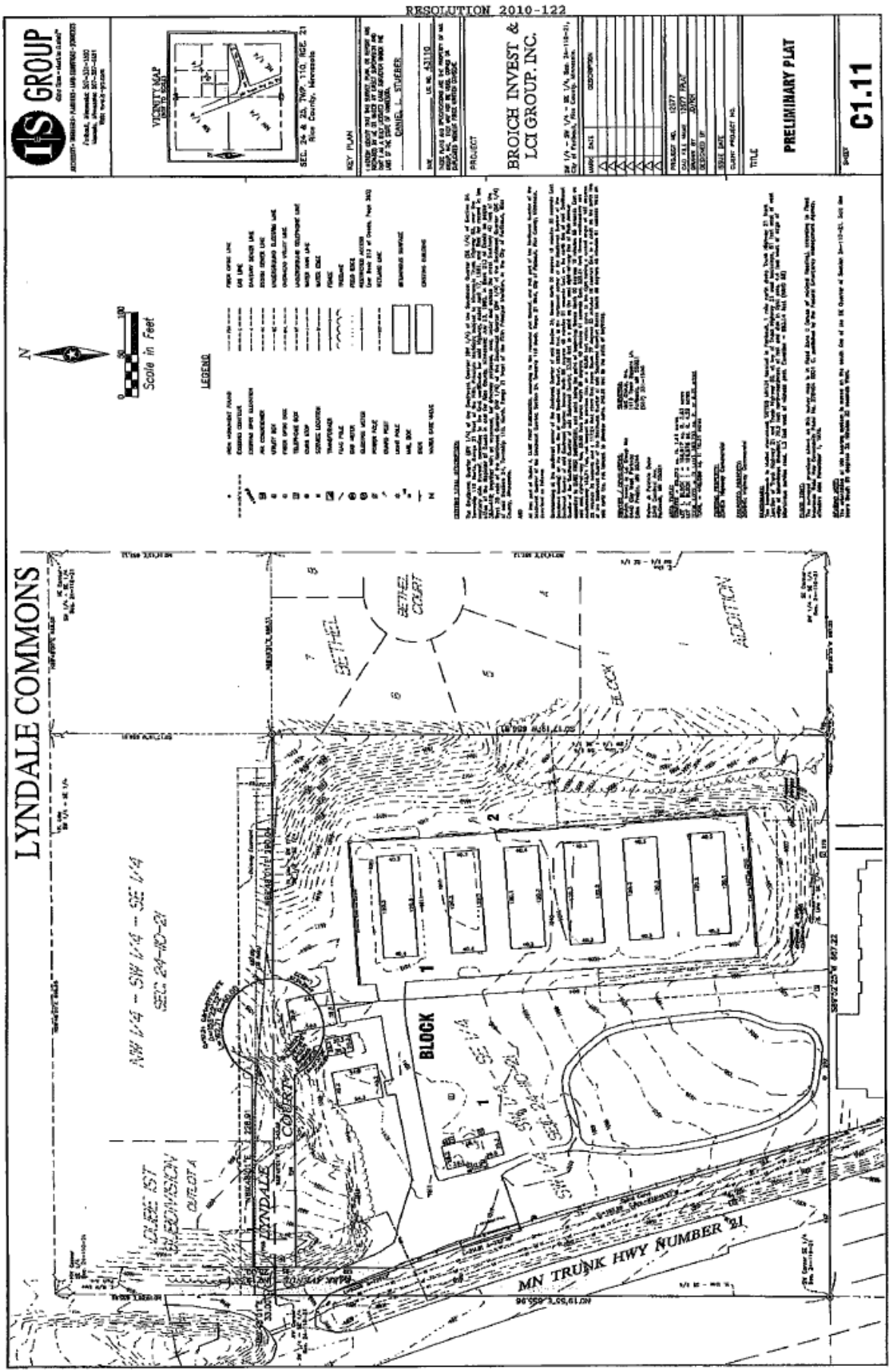


EXHIBIT C

RESOLUTION 2010-122

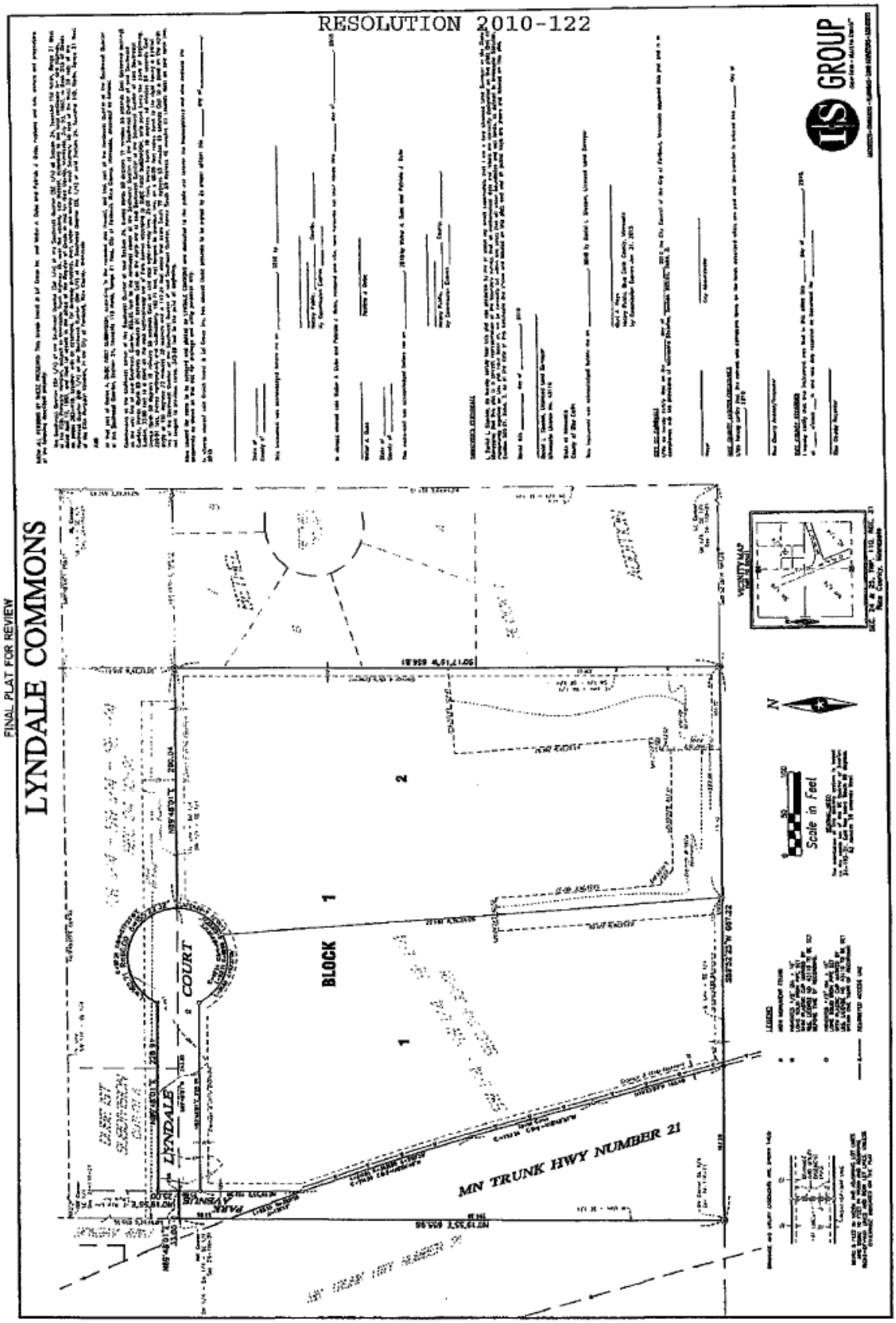
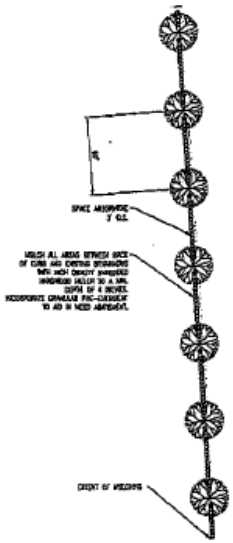
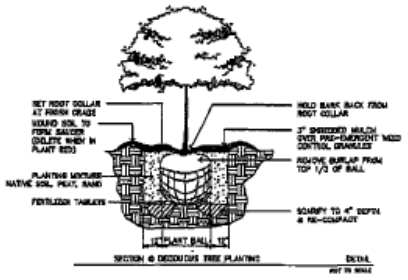


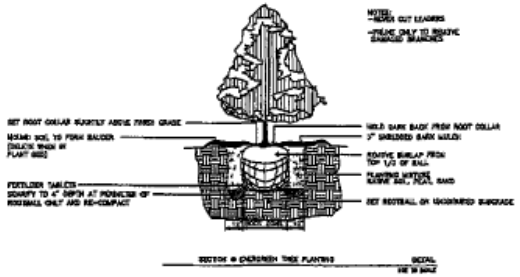
EXHIBIT D
RESOLUTION 2010-122



PLANT SCHEDULE

KEY	QTY.	BOTANICAL / COMMON NAME	SIZE	NOTES
	7	TILIA AMERICANA 'REDMOND' / REDMOND LINDEN	2"-2.5" B&B	
	115	THUJA OCCIDENTALIS 'SMARAGD' / EMERALD ARBORVITAE	5'-6.5' B&B	DENSE VARIETY OF TEDDY ARBORVITAE





B.M. ELEVATION=1019.60
TACK IN WEST SIDE OF PARK AVENUE 500' NORTH OF TRUNK HIGHWAY 21 AND PARK AVENUE INTERSECTION

GROUP

ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • SCIENTISTS
Faribault, Minnesota 507-331-1500
Mankato, Minnesota 507-387-4051
Web: www.is-gp.com

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF I&S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT
BROICH INVEST & LCI GROUP, INC.
LYNDALE COMMONS
FARIBAULT MINNESOTA

MARK	DATE	DESCRIPTION
△		
△		
△		
△		
△		
△		

PROJECT NO.	10-12877
CAD FILE NAME	12877 LEASE
DESIGNED BY	TT
DRAWN BY	TT
REVIEWED BY	
ISSUE DATE	7-8-10
CLIENT PROJECT NO.	

TITLE
LANDSCAPE PLAN

SHEET
L1.11

CERTIFICATION

I, Lorri A. Smith, Deputy City Clerk for City of Faribault, do hereby certify that the foregoing Resolution is a true and exact copy of Resolution 2010-122 as adopted by the Faribault City Council at a duly authorized meeting on July 27, 2010.

Lorri Smith

Lorri A. Smith, Deputy City Clerk

July 29, 2010
Date

Document No.
631014

OFFICE OF COUNTY RECORDER
RICE COUNTY, MINN

No. of Pages 7

I hereby certify that the within instrument was filed in this office for record on 12-13-2010 at 10:51 ☒ AM ☐ PM

12132010

Marsha DeGroot
Rice County Recorder

631014

2 C City of Flat

plat

631014

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2010-122

APPROVE PRELIMINARY AND FINAL PLAT
Lyndale Commons

WHEREAS, the preliminary and final plat of Lyndale Commons has been submitted to the City for review and approval; and

R

WHEREAS, the property is described in the attached **Exhibit A**; and

WHEREAS, City staff has completed a review of the preliminary and final plats and made a report pertaining to said plats (PP-27-10 and FP-28-10), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 20th day of July 2010, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the preliminary and final plats be approved; and

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2. The existing structure in the proposed right of way shall be removed prior to recording of the plat. Such removal shall comply with all city codes and requirements and shall require proper permitting.
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Adopted this 27th day of July, 2010.

Faribault City Council

John R. Jasinski, Mayor

ATTEST: Terry J. Berg

Terry J. Berg, Interim City Administrator

EXHIBIT A

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 110 North, Range 21 West of the Fifth Principle Meridian; subject to Minnesota Trunk Highway 65, over the westerly side thereof, according to the final certificate for said highway, dated April 17, 1961, and filed for record in the office of the Register of Deeds in and for Rice County, Minnesota; July 23, 1962, in Book 213 of Deeds on pages 383–418; together with an easement, for driveway purposes, over, under and across the most Southerly 40 feet of the West 38 rods of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 24, Township 110, North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota.

AND

All that part of Outlot A, DUBE FIRST SUBDIVISION, according to the recorded plat thereof, and that part of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 24, Township 110 North, Range 21 West, City of Faribault, Rice County, Minnesota, described as follows:

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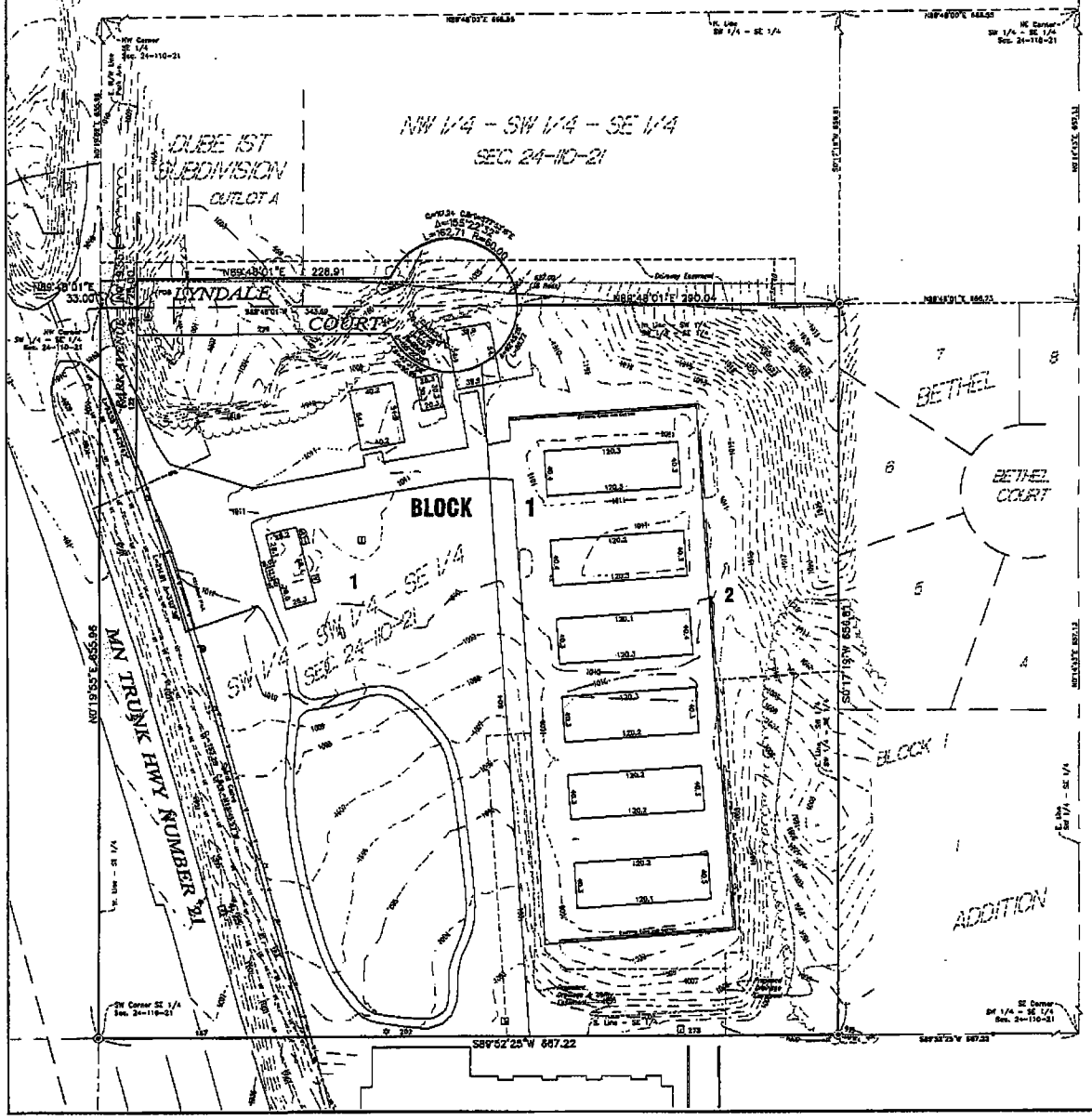
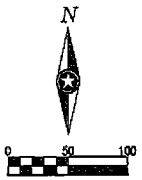
LYNDALE COMMONS





LEGEND

IRON MONUMENT FOUND	FIBER OPTIC LINE
EXISTING CONTOUR	GAS LINE
EXISTING SPOT ELEVATION	SANITARY SEWER LINE
AIR CONDITIONER	STORM SEWER LINE
UTILITY BOX	UNDERGROUND ELECTRIC LINE
FIBER OPTIC BOX	OVERHEAD UTILITY LINE
TELEPHONE BOX	UNDERGROUND TELEPHONE LINE
CURB STOP	WATER MAIN LINE
SERVICE LOCATION	WATER EDGE
TRANSFORMER	FENCE
FLAG POLE	TREELINE
GAS METER	FIELD EDGE
ELECTRIC METER	RESTRICTED ACCESS (per Book 213 of Deeds, Page 383)
POWER POLE	WETLAND LINE
GUARD POST	
LIGHT POLE	BITUMINOUS SURFACE
MAIL BOX	
SIGN	EXISTING BUILDING
WATER GATE VALVE	

EXISTING LEGAL DESCRIPTION:

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 110 North, Range 21 West of the Fifth Principle Meridian; subject to Minnesota Trunk Highway 21, over the westerly side thereof, conveyed in the final certificate for said Highway, dated April 17, 1961, and filed for record in the office of the Register of Deeds in and for Rice County, Minnesota; July 23, 1962, in Book 213 of Deeds on pages 383-418; together with an easement, for driveway purposes, over, under and across the west Southerly 40 feet of the West 30 rods of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 24, Township 110, North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota.

AND

All that part of Outlot A, DUBE FIRST SUBDIVISION, according to the recorded plat thereof, and that part of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 24, Township 110 North, Range 21 West, City of Faribault, Rice County, Minnesota, described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 24; thence North 00 degrees 13 minutes 55 seconds East (assumed bearing) on the west line of said Southwest Quarter, 1323.55 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter of said Southwest Quarter; thence North 89 degrees 48 minutes 01 seconds East on the north line of said Southwest Quarter of the Southwest Quarter of said Southwest Quarter, 33.00 feet to a point on the east right-of-way line of Park Avenue according to DUBE FIRST SUBDIVISION, said point being the point of beginning; thence North 00 degrees 13 minutes 55 seconds East on said east right-of-way line, 20.00 feet; thence North 89 degrees 48 minutes 01 seconds East, 228.91 feet; thence northeasterly and southerly 143.71 feet, not tangent to previous line, on a 60.00 foot radius curve to the right having a central angle of 153 degrees 21 minutes 31 seconds, and a 113.24 foot chord that bears South 77 degrees 53 minutes 16 seconds East to a point on the south line of the Southwest Quarter of the Southwest Quarter of said Southwest Quarter; thence South 89 degrees 48 minutes 01 seconds West on said north line, not tangent to previous curve, 243.05 feet to the point of beginning.

OWNERS / DEVELOPERS:
Broich Invest & LCI Group Inc
6440 City West Parkway
Eden Prairie, MN 55344

Walter & Patricia Dube
3249 Cardinal Ave.
Faribault, MN 55021

SURVEYOR:
LCI Group, Inc.
1415 Town Square Ln.
Faribault, MN 55021
(507) 331-1500

AREA TABLE:
[illegible] = 25,273 sq. ft. 1.68 acres
LOT 1, BLOCK 1 = 184,917 sq. ft. 3.81 acres
LOT 2, BLOCK 1 = 195,574 sq. ft. 4.53 acres
TOTAL LOTS = [illegible] sq. ft. or 8.35 acres
TOTAL = 445,069 sq. ft. 10.31 acres

EXISTING PROPERTY:
ZONED: Highway Commercial

PROPOSED PROPERTY:
ZONING: Highway Commercial

BENCHMARK:
The benchmark is bolted monument TATTUD MN131 located in Faribault, 1 mile north along Trunk Highway 21 from Junction of Trunk Highway 21 and Trunk Highway 60, 45 km of Trunk Highway 21 east beginning, 81 feet west of west edge of bituminous shoulder, 75.2 feet northwestward of rail and dirt in light area, 4.4 feet west of edge of bituminous service road, 1.3 feet west of witness post. Elevation = 893.14 feet (NAVD 88)

FLOOD ZONE:
The surveyed premises shown on this survey map is in Flood Zone C (areas of minimal flooding), according to Flood Insurance Rate Map Community Panel No. 270404 0001 C, published by the Federal Emergency Management Agency, effective date November 1, 1978.

BEARING NOTE:
The orientation of this bearing system is based on the south line of the SE Quarter of Section 24-110-21. Said line bears South 89 degrees 52 minutes 25 seconds West.

I S GROUP
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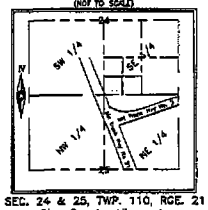
ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • SCIENTISTS
Faribault, Minnesota: 507-331-1500
Owatonna, Minnesota: 507-387-8651
Web: www.is-grp.com

VICINITY MAP
(NOT TO SCALE)



SEC. 24 & 25, TWP. 110, RGE. 21
Rice County, Minnesota

KEY PLAN

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DANIEL L. STUEBER

DATE _____ LIC. NO. 43110

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF I&S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

BROICH INVEST & LCI GROUP. INC.

SW 1/4 – SW 1/4 – SE 1/4, Sec. 24–110–21, City of Faribault, Rice County, Minnesota.

MARK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

PROJECT NO. 12577
CAD FILE NAME 12577 PPLAT
DRAWN BY JD/KH
DESIGNED BY
ISSUE DATE
CLIENT PROJECT NO.

TITLE

PRELIMINARY PLAT

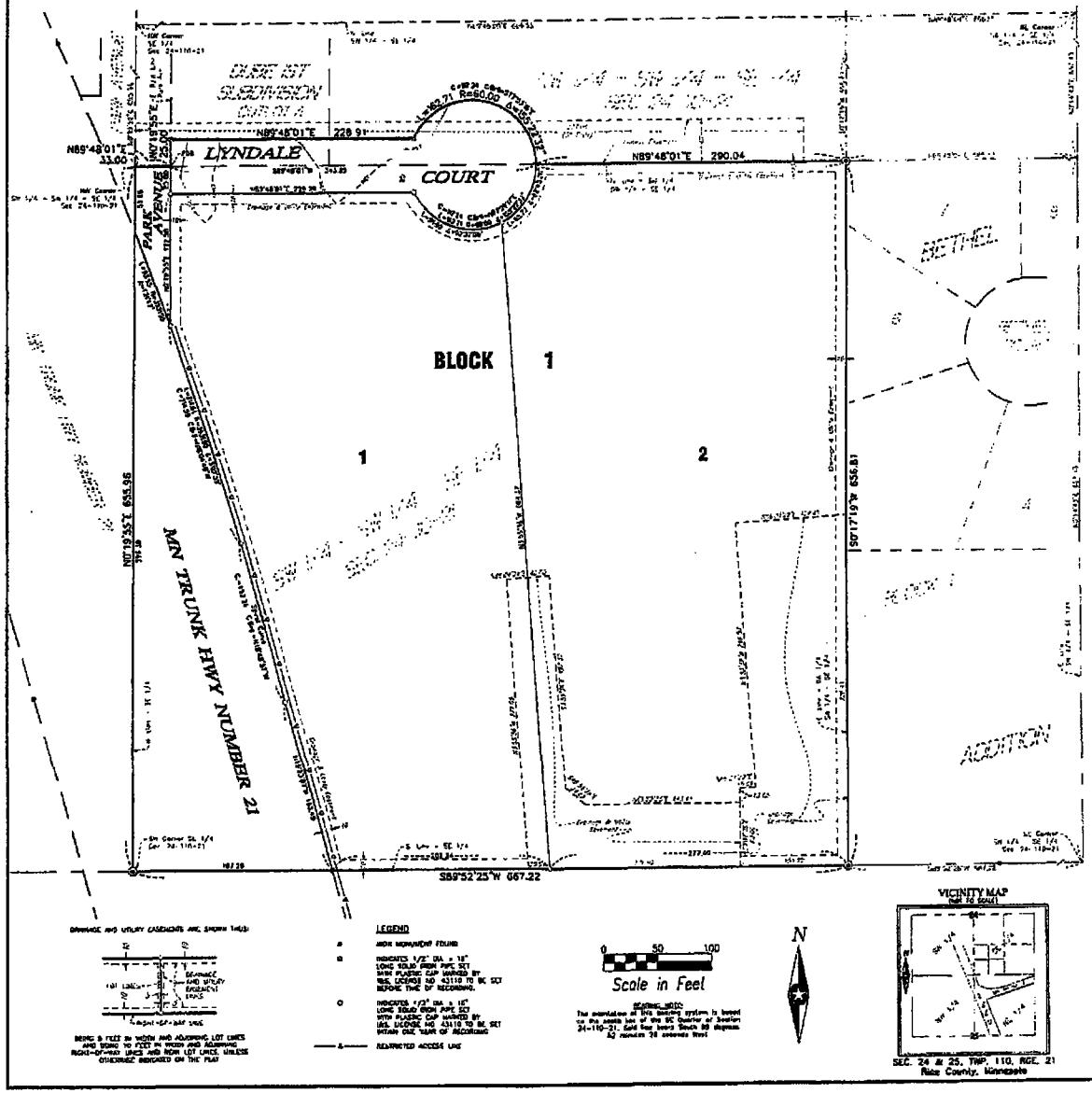
SHEET

C1.11

EXHIBIT B
RESOLUTION 2010-122

FINAL PLAT FOR REVIEW

LYNDALE COMMONS



KNOW ALL PERSONS BY THESE PRESENTS: This Grach Invest & Lot Group Inc. and Walter A. Dube and Patricia J. Dube, husband and wife, owners and proprietors of the following described property:

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 110 North, Range 21 West of the Fifth Principal Meridian, subject to Minnesota Trunk Highway 21, over the westerly rule thereof, according to the final certificate for said highway, dated April 12, 1961, and filed for record in the office of the Register of Deeds in and for Rice County, Minnesota, July 13, 1962, in Book 213 of Deeds pages 283-410, together with an easement for drainage purposes, over, under and across the west Southerly 40 feet of the West 30 rods of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 24, Township 110, North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota

AND

All that part of Outlot A, DUBE FIRST SUBDIVISION, according to the recorded plat thereof, and that part of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 24, Township 110 North, Range 21 West, City of Faribault, Rice County, Minnesota, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 24; thence North 00 degrees 19 minutes 35 seconds East (assumed bearing) on the west line of said Southwest Quarter, 655.56 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter of said Southwest Quarter; thence North 89 degrees 40 minutes 01 seconds East on the north line of said Southwest Quarter of the Southwest Quarter of said Southwest Quarter, 33.00 feet to a point on the east right-of-way line of Park Avenue extended; DUBE FIRST SUBDIVISION, said point being the point of beginning; thence North 00 degrees 19 minutes 35 seconds East on said east right-of-way line, 25.00 feet; thence North 89 degrees 40 minutes 01 seconds East 228.91 feet; thence northeasterly and southeasterly, 162.71 feet, not tangent to previous line, on a 60.00 foot radius curve to the right having a central angle of 155 degrees 22 minutes 30 seconds and a 119.26 foot chord that bears South 77 degrees 53 minutes 15 seconds East to a point on the north line of the Southwest Quarter of the Southwest Quarter of said Southwest Quarter; thence South 89 degrees 40 minutes 01 seconds East on said north line, not tangent to previous curve, 343.69 feet to the point of beginning.

Have caused the same to be surveyed and platted as LYNDALE COMMONS and dedicated to the public use forever the drainageways and also dedicate the easements as shown on the plat for drainage and utility purposes only.

In witness whereof said Grach Invest & Lot Group Inc. has caused these presents to be signed by its proper officer this _____ day of _____, 2010

_____

State of _____
County of _____

This instrument was acknowledged before me on _____, 2010 by _____

_____
Notary Public, _____ County, _____
My Commission Expires _____

In witness whereof said Walter A. Dube and Patricia J. Dube, husband and wife, have hereunto set their hands this _____ day of _____, 2010

_____ _____
Walter A. Dube Patricia J. Dube

State of _____
County of _____

This instrument was acknowledged before me on _____, 2010 by Walter A. Dube and Patricia J. Dube

_____
Notary Public, _____ County, _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Daniel L. Sloesen, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2010

_____
Daniel L. Sloesen, Licensed Land Surveyor
Minnesota License No. 43110

State of Minnesota
County of Blue Earth

This instrument was acknowledged before me on _____, 2010 by Daniel L. Sloesen, Licensed Land Surveyor

_____
Kim A. Hays
Notary Public, Blue Earth County, Minnesota
My Commission Expires Jan. 31, 2015

CITY OF FARIBAULT

I/We do hereby certify that on the _____ day of _____, 2010 the City Council of the City of Faribault, Minnesota approved this plat and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

_____ _____
Mayor City Administrator

RICE COUNTY AUDITOR/TREASURER

I/We hereby certify that the current and delinquent taxes on the lands described within are paid and the transfer is entered this _____ day of _____, 2010

_____
Rice County Auditor/Treasurer

RICE COUNTY RECORDER

I hereby certify that this instrument was filed in this office this _____ day of _____, 2010, at _____ o'clock ___.M. and was duly recorded as Document No. _____

_____
Rice County Recorder

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AND NON LOT LINES, UNLESS OTHERWISE INDICATED ON THE PLAT

LEGEND

- ● IRON MONUMENT FOUND
- ⊗ INDICATES 1/2" DIA. x 18" LONG SOLID IRON PIPE SET WITH PLASTIC CAP MARKED BY REG. LICENSE NO 43110 TO BE SET BEFORE TIME OF RECORDING
- ○ INDICATES 1/2" DIA. x 18" LONG SOLID IRON PIPE SET WITH PLASTIC CAP MARKED BY REG. LICENSE NO 43110 TO BE SET WITHIN ONE YEAR OF RECORDING
- —A— RESTRICTED ACCESS LINE

BEARING NOTE:
The orientation of this bearing system is based on the south line of the SE Quarter of Section 24-110-21. Said line bears South 89 degrees 52 minutes 25 seconds West

I S GROUP
Gaughan - Martin Group™
ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • ADVISORS

RESOLUTION 2010-122

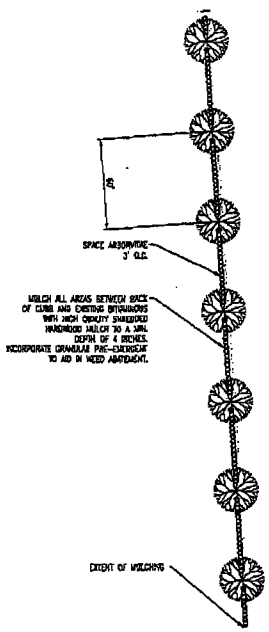
EXHIBIT C

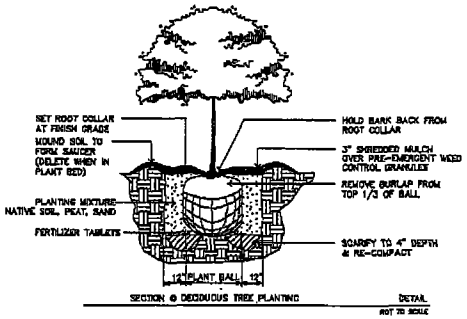
EXHIBIT D

RESOLUTION 2010-122

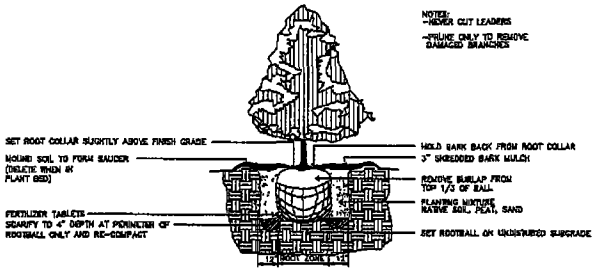
PLANT SCHEDULE

KEY	QTY.	BOTANICAL / COMMON NAME	SIZE	NOTE
	7	TILIA AMERICANA 'BOULEVARD' / BOULEVARD LINDEN	2"-2.5" B&B	
	115	THUJA OCCIDENTALIS 'DANICA' / TECHNITO ARBORVITAE	2"-2.5" B&B	DWARF VARIETY OF TECHNY ARBORVITAE





SECTION @ DECIDUOUS TREE PLANTING — DETAIL — NOT TO SCALE



SECTION @ EVERGREEN TREE PLANTING — DETAIL — NOT TO SCALE

B.M. ELEVATION=1019.60
T.M.F.H. WEST SIDE OF PARK AVENUE 500' NORTH OF TRUNK HIGHWAY 21 AND PARK AVENUE INTERSECTION

LS GROUP
Close firm – start to finish®
ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • SCIENTISTS
Faribault, Minnesota: 507-331-1500
Mankato, Minnesota: 507-387-6651
Web: www.ls-grp.com

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF L&S GROUP, INC. THEY MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

BROICH INVEST & LCI GROUP, INC.

LYNDALE COMMONS

FARIBAULT MINNESOTA

MARK	DATE	DESCRIPTION
△		
△		
△		
△		
△		
△		
△		

PROJECT NO.	10-12877
CAD FILE NAME	12877 LBASE
DESIGNED BY	TTT
DRAWN BY	TTT
REVIEWED BY	
ISSUE DATE	7-9-10
CLIENT PROJECT NO.	

TITLE

LANDSCAPE PLAN

SHEET

L1.11

CERTIFICATION

I, Lorri A. Smith, Deputy City Clerk for City of Faribault, do hereby certify that the foregoing Resolution is a true and exact copy of Resolution 2010-122 as adopted by the Faribault City Council at a duly authorized meeting on July 27, 2010.

Lorri Smith

Lorri A. Smith, Deputy City Clerk

July 29, 2010

Date

Document No.
631014

OFFICE OF COUNTY RECORDER
RICE COUNTY, MINN

No. of Pages 7

I hereby certify that the within instrument was filed in this office for record on 12-13-2010 at 10:51 ☒ AM ☐ PM

12132010

Marsha DeGroot
Rice County Recorder

631014

J
G. Peterson

606910

Document No.
606910

OFFICE OF COUNTY RECORDER
RICE COUNTY, MINN

No. of Pages 6

I hereby certify that the within instrument was filed in this office for record on 11-20-2008 at 10:30 ☒ AM ☐ PM

11202008

Marsha DeGroot
Rice County Recorder

#8976

AGREEMENT

THIS AGREEMENT is made this 17th day of November, 2008, by and between the City of Faribault, a Minnesota municipal corporation, ("**City**"), and GSES of Faribault, LLC, a Minnesota limited liability company ("**Developer**").

RECITALS

WHEREAS, the Developer applied to the City for a Building Permit in connection with Developer's construction of a hotel facility called the Grandstay Hotel ("**Project**"). Developer is the owner of the land on which the Project is to be constructed and is legally described in Exhibit A attached hereto ("**Property**").

WHEREAS, the City issued a grading permit to Developer on October 27, 2008 and approved Developer's site plan dated October 6, 2008. The grading permit and site plan are attached hereto as Exhibits B and C, respectively.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Access Easement. At the time the property adjacent to and North of the Property ("**Adjacent Property**") is redeveloped, Developer agrees to grant the owner of the Adjacent Property an access easement across the Property granting the Adjacent Property access to Minnesota Trunk Highway Number 3 to be determined by the City and Developer in a mutually agreed location and in a manner which will not interfere with planned improvements on the property, at the earlier of: (i) redevelopment of Adjacent Property, or (ii) development of the Future Development Area (as hereinafter defined), which location is subject to the approval of the City. This grant of access easement shall be conditioned on the Adjacent Property owner simultaneously granting to Developer an access easement to Highway 21 through the adjacent property.

342423v2 JYY FC100-5

2. Street Improvements.

A. Curb Installation. Developer shall, at its sole expense, install a curb along the East side of the access drive on the Property depicted on Exhibit C attached hereto ("**Curb Installation**") at the earlier of: (i) the time that the portion of the Property East of the hotel and parking areas are developed ("**Future Development Area**") as depicted on Exhibit C attached hereto, or (ii) October 14, 2010.

B. Right Turn Lane Installation. The City shall install a right turn lane to access the Property from Minnesota Trunk Highway Number 3 ("**Right Turn Lane**") in the location depicted on Exhibit C attached hereto and Developer shall reimburse the City for all costs and expenses related to installation of the Right Turn Lane, which reimbursement shall not exceed Twenty-Five Thousand and no/100 dollars ($25,000.00). Developer agrees to reimburse the City within thirty (30) days of the City's submission to Developer of all costs and expenses incurred in installing the Right Turn Lane.

IN AGREEMENT, the City and Developer have executed this Agreement as of the date first written above.

CITY:

CITY OF FARIBAULT

By: _____ Date Signed: 11-17-08

Its: Mayor

By: _____ Date Signed: 11-17-08

Its: Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 17 day of November, 2008, by Charles Ackman and Timothy Madigan, the Mayor and the City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of said corporation.

LORRI A. SMITH
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Notary Public

342423v2 JYY FC100-5

DEVELOPER:

GSES OF FARIBAULT, LLC

By: _____ Date Signed: 11/11/08

Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 11 day of November, 2008, by Vance Vinar, the Chief Manager, of GSES of Faribault, LLC, on behalf of said corporation.

Suzanne Sanders
Notary Public

SUZANNE A. SANDERS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2010

THIS AGREEMENT DRAFTED BY:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

18.25.1.25.002

That part of the Northeast Quarter of Section 25, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, lying northerly from Minnesota Trunk Highway 21, described as follows: Beginning at a point in the North line of said Northeast Quarter (for purposes of this description bearing of said North line is assumed North 89°27'38" East), a distance of 187.25 feet easterly from the Northwest corner of said Northeast Quarter, said point being in the northeasterly right of way line of Minnesota Trunk Highway 165; thence North 89°27'38" East, along said North line, 620.25 feet; thence South 11°01'59" East, 222.87 feet to a point in the northerly right of way line of said Highway 21; thence westerly, along said Highway right of way lines to the point of beginning on the following courses; thence South 74°12'33" West, 162.30 feet; thence westerly, along a curve, concave northerly (curve data: radius equals 497.96 feet; delta angle equals 40°00'00"; chord bearing and distance equal North 85°47'29" West, 340.63 feet), an arc distance of 347.64 feet; thence North 65°47'29" West, 104.00 feet; thence northwesterly, along a curve concave northeasterly (curve data: radius equals 50.00 feet; delta angle equals 50°00'00"; chord bearing and distance equal North 40°47'29" West, 42.26 feet), an arc distance of 43.63 feet; thence North 15°47'29" West, 163.61 feet to said point of beginning; containing 3.500 acres, more or less.

605972

EXHIBIT B

City Of Faribault

City of Faribault
208 1st Ave NW
Faribault MN, 55021
Phone: (507) 334-2222
Fax: (507) 384-0508

GRADING
Permit Application

Office Use Only
App. No. 2008-006

Date: 10/6/08 Tenant/Building Name (If Applicable): Grandstay Hotel

Site Address: 1500 NW 20th Street

Subdivision and/or Addition	Block	Lot	Plat	Parcel
				18.26.1.25.002

Applicant is: ☒ Owner ☐ Contractor ☐ Other (describe)

Property Owner	Name: Vinar (Last) Vance (First) MI	Phone: (507) 334-0000
	Address: 1505 3rd St NW	Fax #: ( ) -
	City: Faribault State: MN Zip Code: 55021	
Contractor	Company: Executive Grading Inc.	Phone: (507) 291-0675
	Name: DeGroot (Last) Chuck (First) MI E.	Contr. No.
	Address: 4750 Echo Court	Fax #: (507) 413-0545
	City: Faribault State: MN Zip Code: 55021	
Engineer/ Designer	Company: I&S Group	Phone: (507) 331-1500
	Name: DuChene (Last) Mark (First) W (MI)	Registration No. 46594 (State of MN)
	Address: 1415 Town Square Lane	
	City: Faribault State: MN Zip Code: 55021	

Description of Work: Grading and base construction for new 3 story Hotel, and pond excavations.

Approximate Start Date: 11/1/08 Approximate End Date: 11/1/09

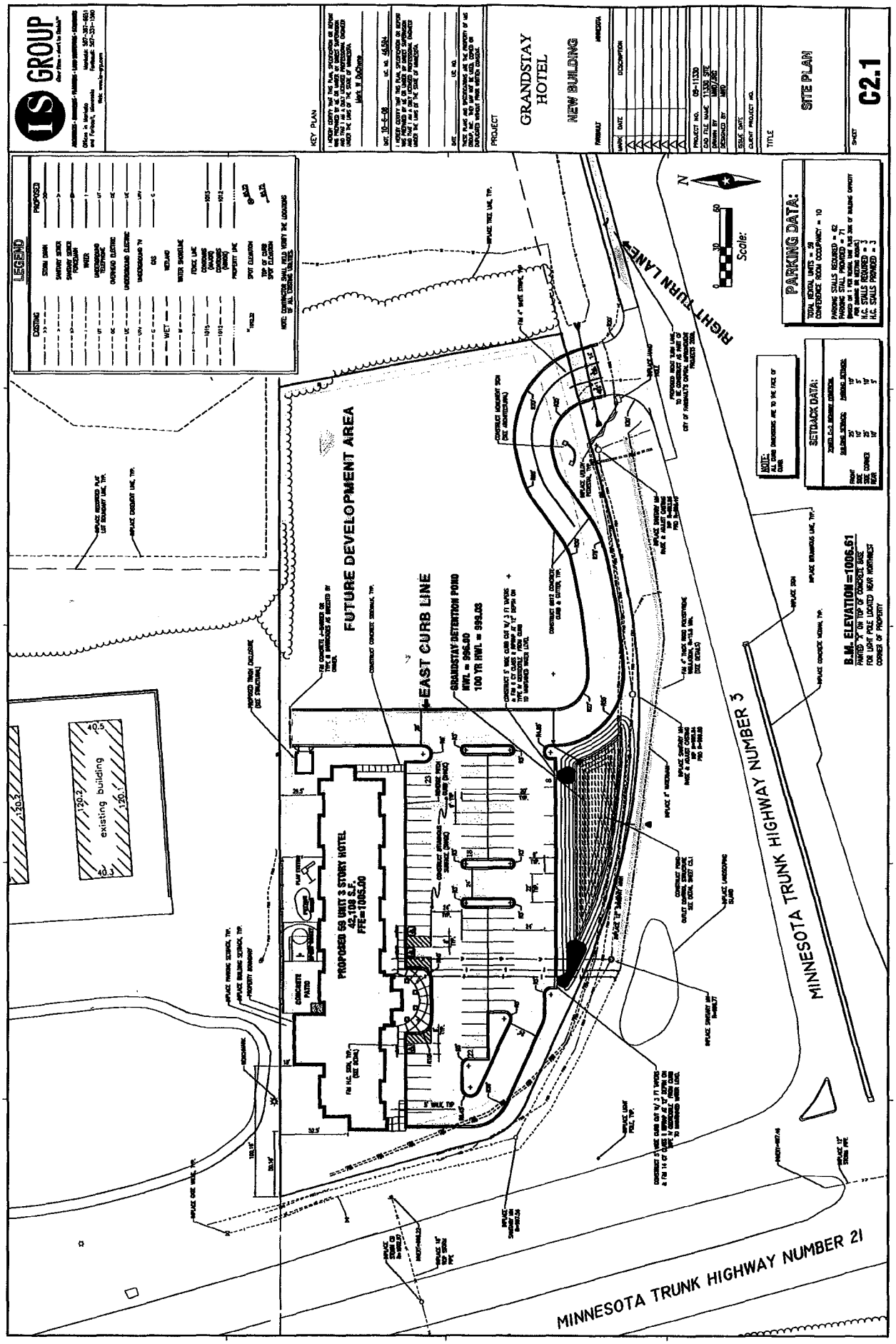
No. of Cubic Yards: 5,000 yds (Excavation or fill, whichever is greater) Erosion Control Supervisor: Chuck Degroot Executive Grading Inc.

I hereby apply for a grading permit, and I certify that the information above is complete and accurate. The work will be in conformance with applicable laws of the State of Minnesota and ordinances of the City of Faribault. I understand this is not a permit but only an application for a permit and work is not to start without a permit. I certify that the work will be in accordance with all permit conditions and approved plans (in the case of work which requires a review and approval of plans).

Applicant's Signature — Date: 10/6/08

When validated by City Engineer, this is your permit. City Engineer — Date: 10/27/08

EXHIBIT C



606910

Development Review Committee Memorandum

TO:	Development Review Committee
FROM:	Peter Waldock, Planning & Zoning Coordinator
MEETING DATE:	October 24, 2023
SUBJECT:	Lyndale Commons Final Plat Approval Amendment/Grandstay Agreement Amendment

Background:

ABC Faribault Storage LLC and GSES of Faribault LLC (the "owners') have requested that the City remove a requirement for construction of an access drive and associated easement that was a condition of approval for the final plat for the Lyndale Commons subdivision and was included in a development agreement for the GrandStay Hotel site. This requirement was intended to provide vehicle access to and from Highway 3 and provide a secondary outlet and access to the north for the GrandStay site.

The owners have no need for access to Highway 3 and the operators of the GrandStay Hotel prefer not to have this driveway built through the property to serve the adjoining commercial lots to the north.

Additionally, Jeff Jandro, representing ABC Faribault Storage LLC, has requested that the requirement for landscaping along the west property line of Lot 2 be removed. The final plat approval resolution included a stipulation that landscaping was to be provided along the west property line according to the landscaping plan labeled as L1.11 and dated July 9, 2010 and that the landscaping was to be completed no later than October 31, 2010. Lot 1, is vacant and when developed a landscaping plan will be required and screening can be installed at that time as may be needed.

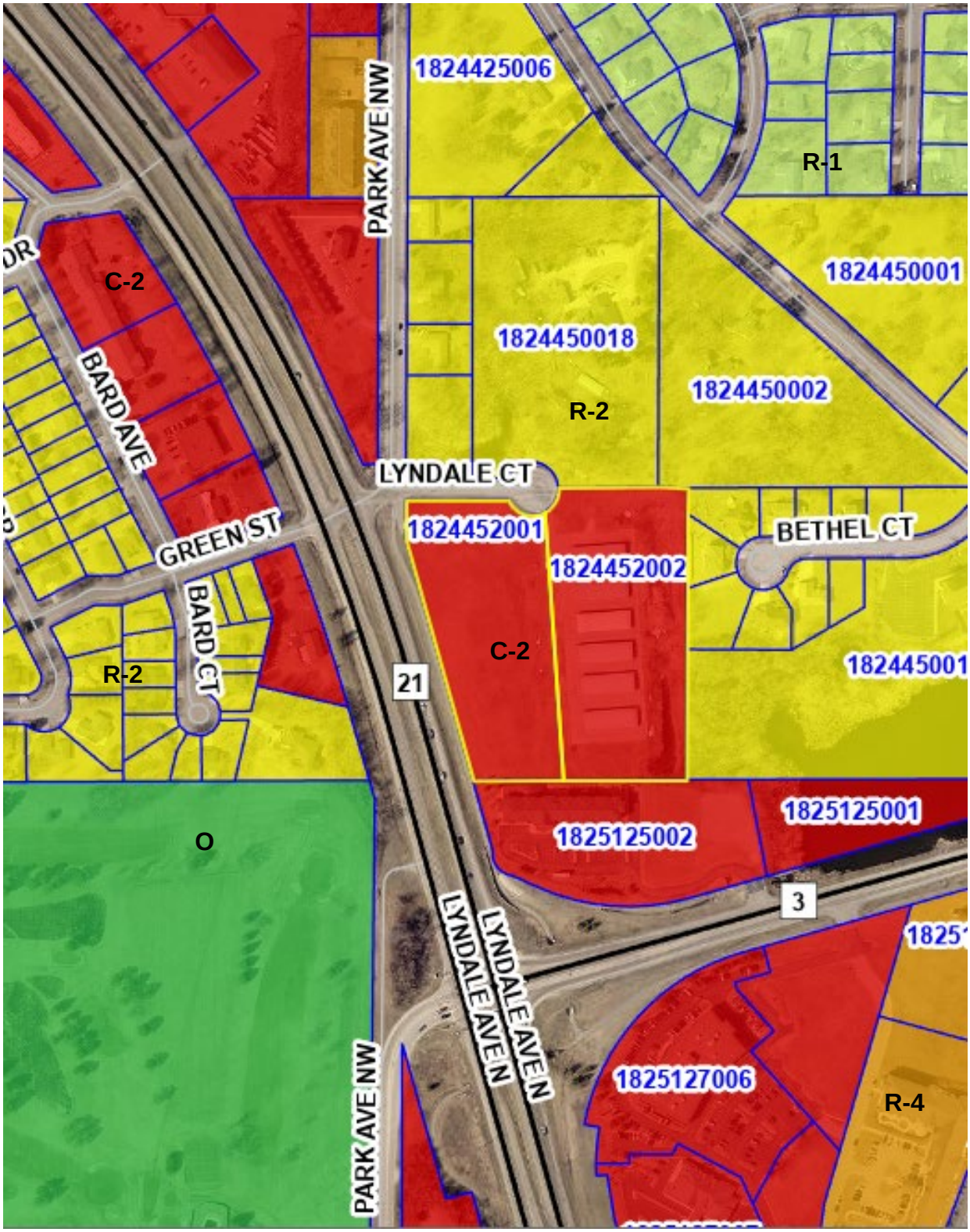
The DRC is asked to address the landscaping issue on Lot 2 and the GrandStay agreement regarding the driveway easement. That agreement has language that states that the grant of access easement (across the GrantStay site) is conditioned on the adjacent owner also granting an access easement. If the requirement for the access easement from Lyndale Commons is removed, the grant of easement on the GrandStay by this agreement is moot unless and until the owners (of Lyndale Commons lots) re-establish the easement.

Recommendation:

The Planning Coordinator is seeking DRC comments on any issues that may be apparent and should be addressed during the process to approve this request.

Zoning Map

Lyndale Commons Subdivision

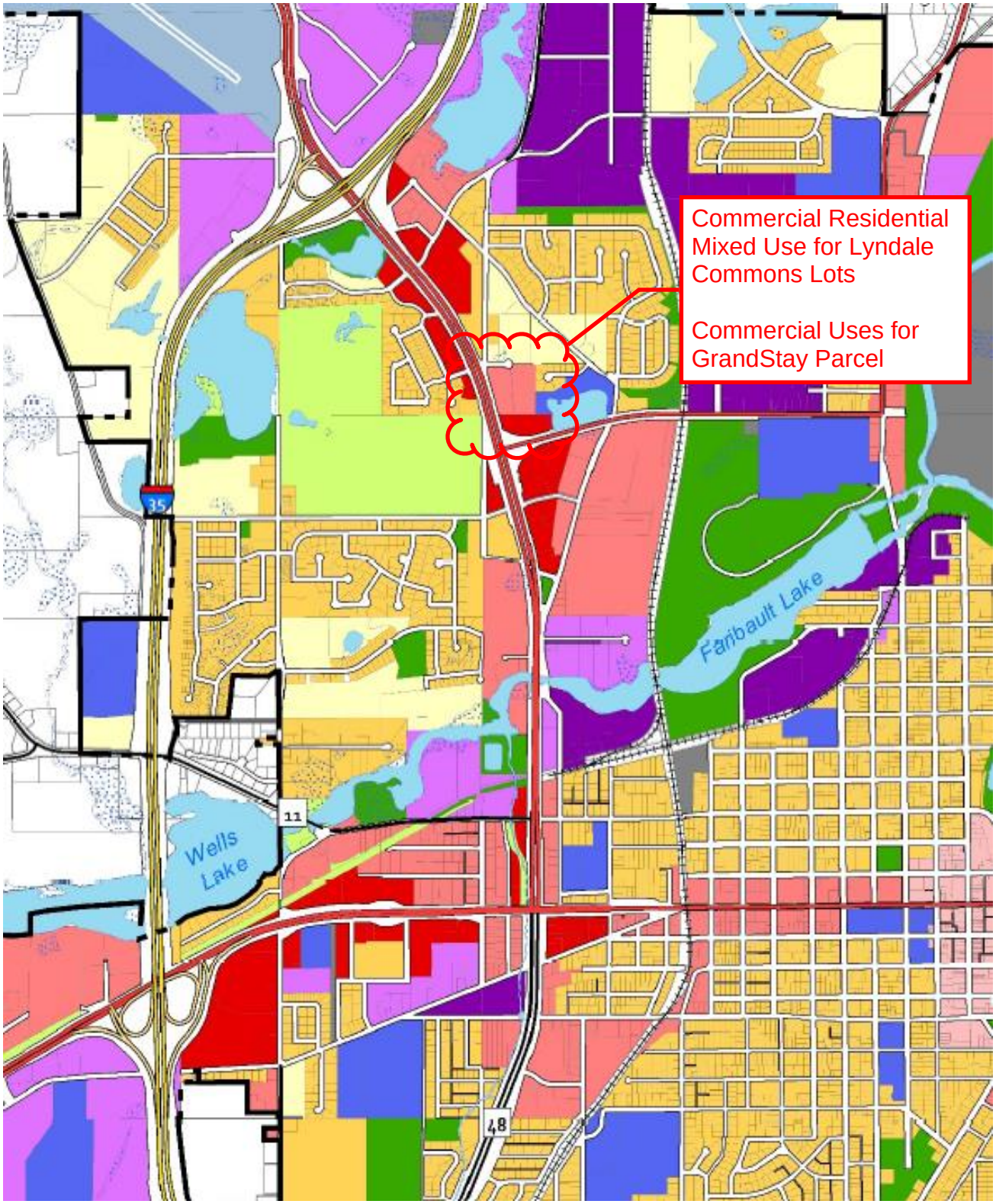


City Of Faribault

NORTH

Comprehensive Plan Land Use Map

Lyndale Commons Subdivision



City Of Faribault

NORTH

Faribault Planning Commission
November 6, 2023

3A. AMEND FINAL PLAT APPROVAL – LYNDALE COMMONS - REVISE ACCESS EASEMENTS AND RELATED AGREEMENTS

City Of Faribault

Item 3A.

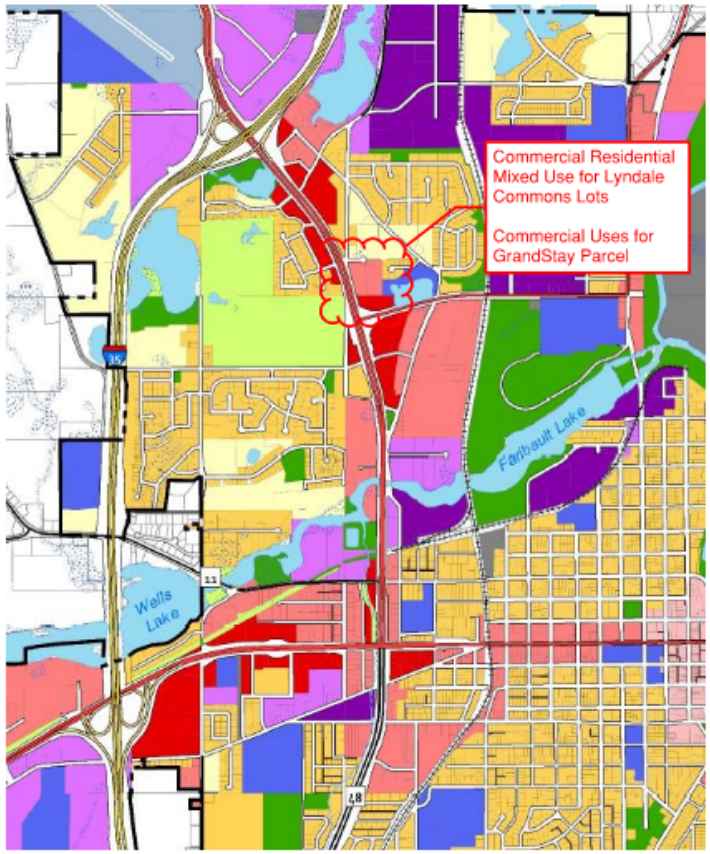
Background

- Property Owners request release from cross-access easements and agreements and construction requirements.
- Lyndale Commons subdivision approval requires access easements for cross-connection between Hwy 21 and Hwy 3
  - Related agreements with GrandStay Parcel
- Subdivision approved July 27, 2010
- GrandStay site Agreement signed November 11, 2008

Item 3A.

Comprehensive Plan Land Use Map

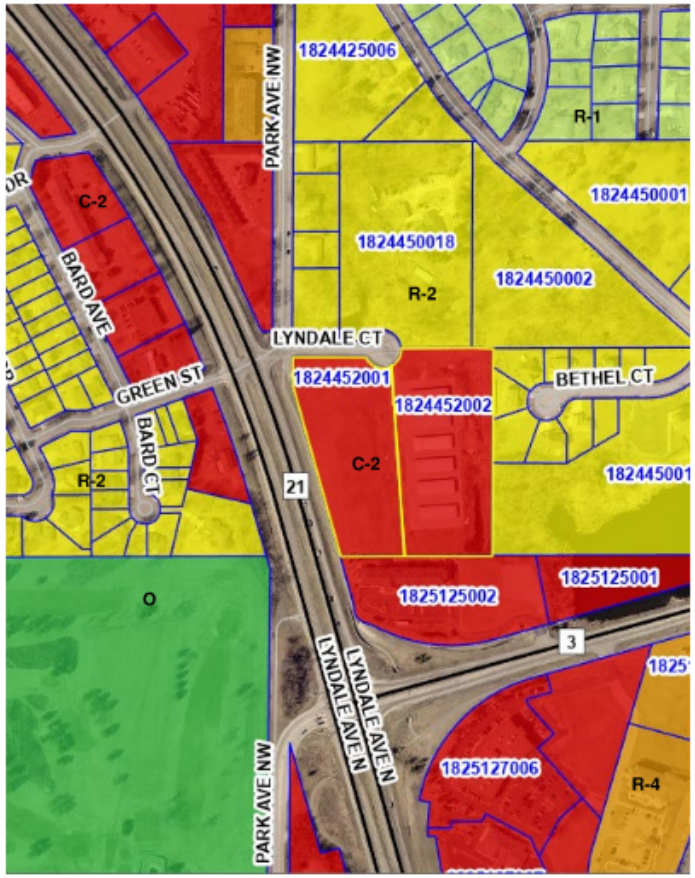
Lyndale Commons Subdivision



NORTH

Zoning Map

Lyndale Commons Subdivision



NORTH

Item 3A.

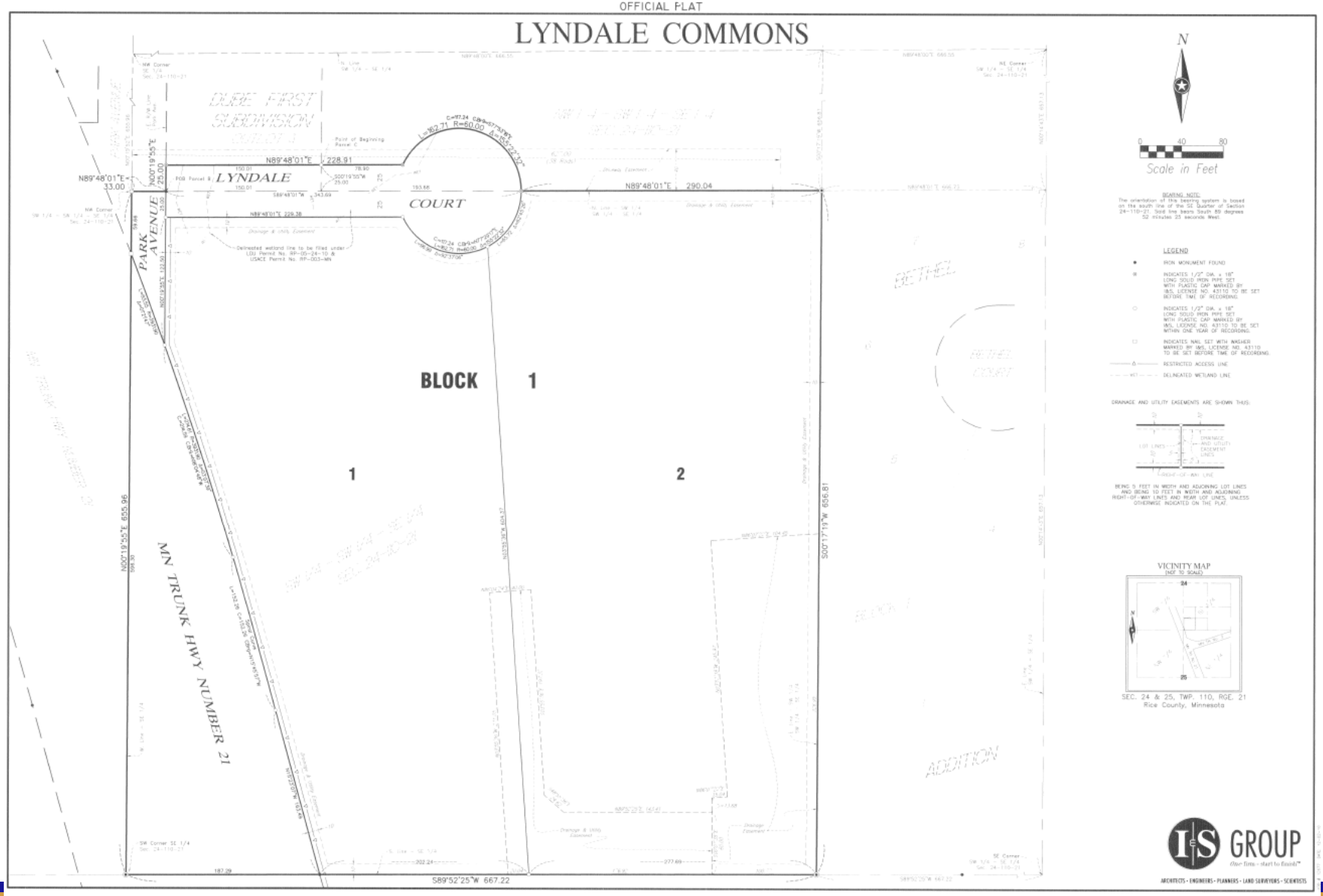
1824376017
1824376016
GREEN ST
BARD CT
1824379002
1824379018
1824378034
LYNDALE CT
21
LYNDALE AVE N
1824452001
1824452002
1824450011
BETHEL CT
1824475005
1824450017
1825125001
1825125002
3
20TH ST NW
1825126009
1825127005

Item 3A.

Cross Access Driveway Route

OFFICIAL PLAT

LYNDALE COMMONS



SHEET 2 OF 2 SHEETS

City Of Faribault

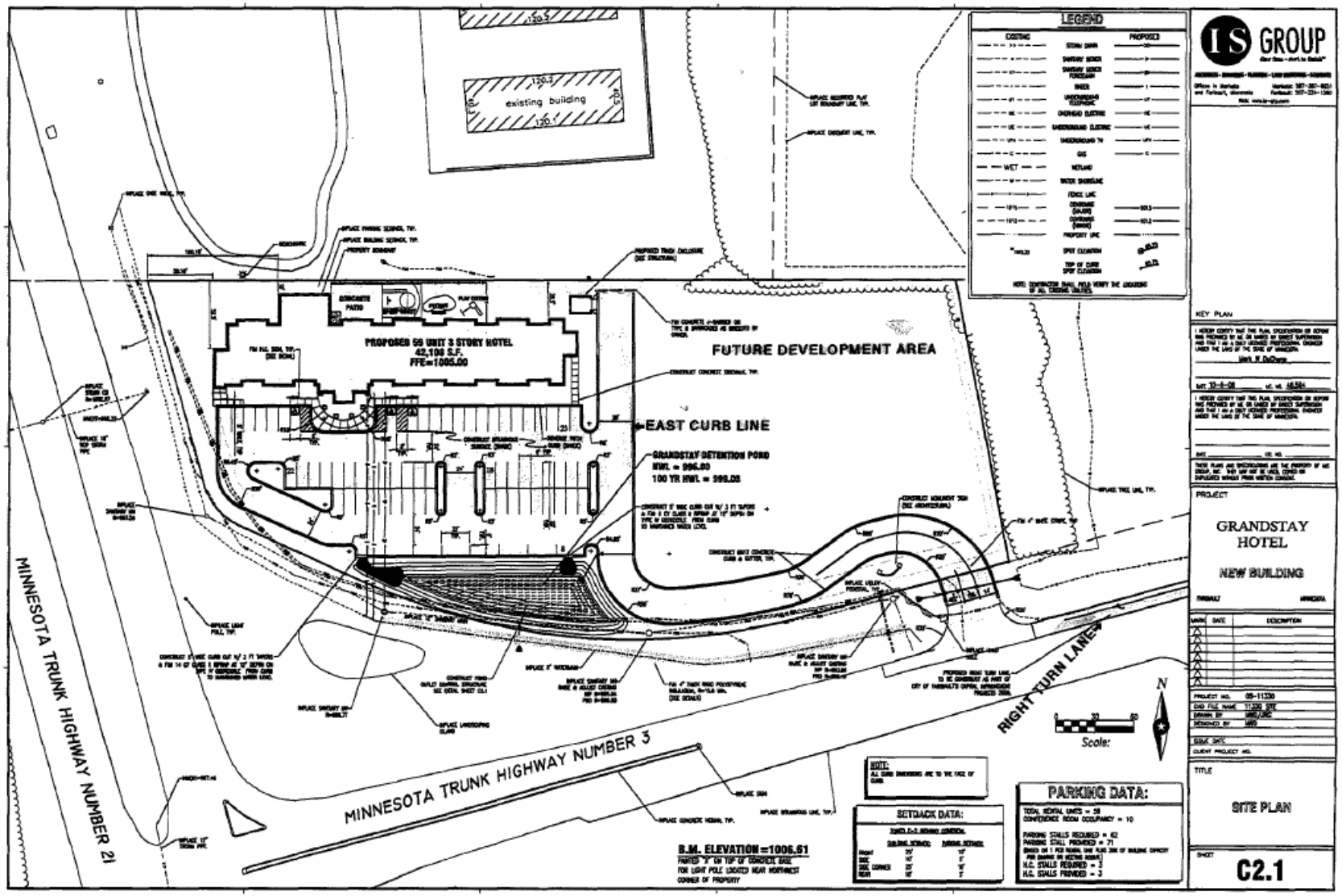


EXHIBIT C

606910

City Of Faribault

Item 3A.

Comments

1. Staff has no objections to eliminating the cross-driveway requirement.
2. Resolution to amend the plat approval
3. City okay to amend the easement/driveway agreement.
4. Continue the Public Hearing to meet the notice requirements

City Of Faribault

Item 3A. Proposed Changes to Conditions of Approval.

1. Remove the requirement for access easement and construction of a driveway between Lyndale Ct. and Hwy 3 (across GrandStay Parcel).
2. Amend Landscaping requirement to allow landscaping when Lot 1, Block 1 develops.
3. Authorize staff to make final revisions to carryout the intent of the City Council

Item 3A.

Requested Action

Approve findings in support of revised Plat approval conditions to eliminate the requirement for construction of an access drive and landscaping and recommend City Council approve the requested resolution.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	November 14, 2023
SUBJECT:	Resolution 2023-218 Order Improvements, Approve Plans and Specifications and Set Bid Date for Riverchase Regional Stormwater Improvements Project - Contract 2022-14

Background:
The attached resolution orders the improvements and approves the construction plans and specifications for the proposed Riverchase Regional Stormwater Improvements Project - Contract 2022-14 including grading, storm sewer and construction of a new regional stormwater basin in the Riverchase addition plat area .

The preliminary total estimated cost of the improvements, including contingencies, permit fees and engineering, is $1,500,000. Proposed funding for the project is as follows:

Storm Sewer Utility Fund (603)	$1,500,000.00	100%

The attached resolution also establishes a bid date of December 6, 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 by July 1, 2024.

Recommendation:
Approve Resolution 2023-218

Attachments:
1. Resolution 2023-218 Order Improvements Approve Plans and Specifications and Establish Bid Date for Riverchase Regional Stormwater Improvements Project
2. (2022-14) Cover Sheets

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-218

ORDER IMPROVEMENTS, APPROVE PLANS AND SPECIFICATIONS AND SET BID DATE FOR RIVERCHASE REGIONAL STORMWATER IMPROVEMENTS PROJECT - CONTRACT 2022-14

WHEREAS, the City's 2022 Surface Water Management Plan and the City's Capital Improvement Plan identified the construction of a regional stormwater treatment basin and related stormwater improvements in the area of the Riverchase addition plat to support the redevelopment of the Riverchase plat area as well as approximately 90 acres of developed untreated stormwater runoff, and;

WHEREAS, the City, has developed the final plans and specifications for the proposed project and related improvements and received permits and approvals as necessary from regulating authorities as well as acquired necessary access and easement rights, and;

WHEREAS, the project including grading, storm sewer and construction of a new regional stormwater basin in the Riverchase addition plat area.

WHEREAS, the total cost of the improvements is estimated to be $1,500,000.00, and;

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

NOW, THEREFORE BE IT RESOLVED, that the proposed Riverchase Regional Stormwater Improvements Project - Contract 2022-14 including grading, storm sewer and construction of a new regional stormwater basin in the Riverchase addition plat area are hereby ordered as proposed in this Council Resolution adopted November 14, 2023.

ALSO, BE IT RESOLVED, that plans and specifications for the Riverchase Regional Stormwater Improvements Project - Contract 2022-14, prepared by the City Engineering Department or by a consultant under the direction of the City Engineer, are hereby approved, and;

ALSO, BE IT RESOLVED, a bid opening date of December 6, 2023 is hereby established for the Riverchase Regional Stormwater Improvements Project - Contract 2022-14.

Date Adopted: November 14, 2023

Faribault City Council

_____

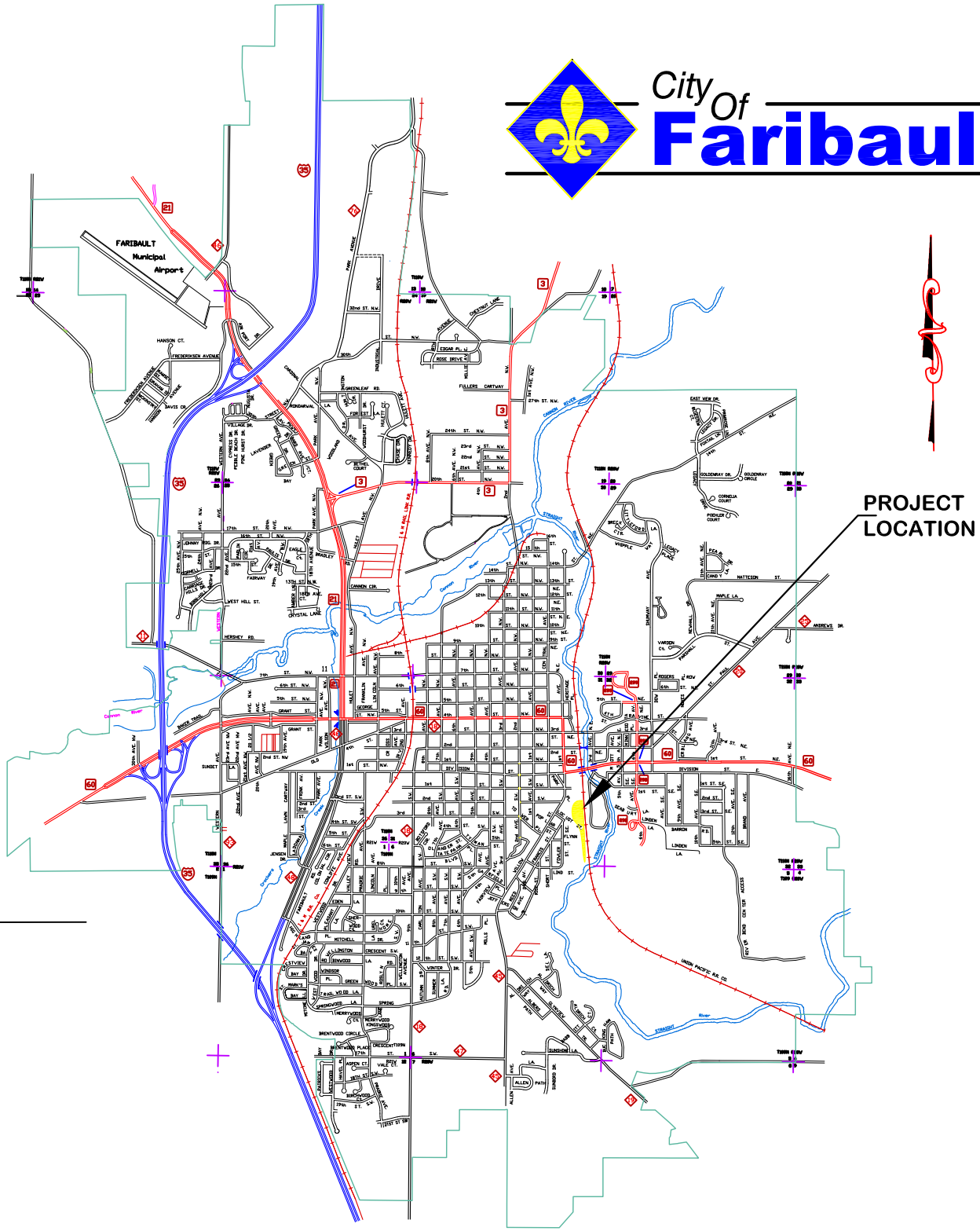
Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

City Of Faribault



CONTRACT: 202-14

PROJECT: Riverchase Regional Stormwater Improvements

BID DATE: December 6, 2023 10:00 a.m.

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

Mark W. DuChene, City Engineer

LIC. NO. 46594 *DATE* 11-09-2023

RIVERCHASE REGIONAL STORMWATER IMPROVEMENTS

CITY OF FARIBAULT, MINNESOTA

EXISTING PLAN SYMBOLS

- PROPERTY LINES/RIGHT-OF-WAY
- UTILITY EASEMENT
- TREE LINE
- SIGN
- DECIDUOUS TREE
- SHRUB
- CONIFEROUS TREE

EXISTING UTILITY SYMBOLS

- FIBER OPTIC LINE
- GAS LINE
- COMMUNICATION LINE
- ELECTRIC POWER LINE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- COMMUNICATIONS PEDESTAL
- POWER POLE
- ELECTRIC BOX
- CATCH BASIN
- STORM APRON
- STORM SEWER MANHOLE
- GATE VALVE
- HYDRANT
- SANITARY SEWER MANHOLE

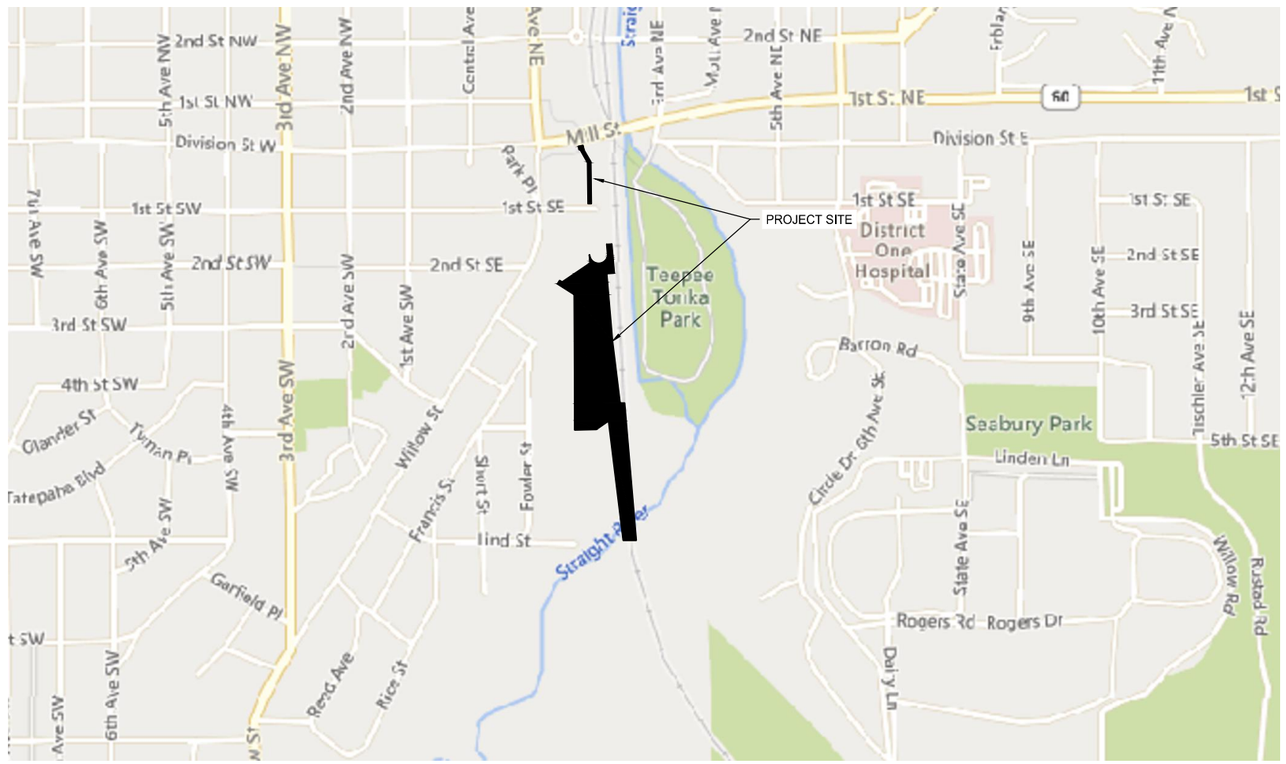
GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

PLAN SET INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2 - 12	GENERAL DETAILS
13	EXISTING CONDITIONS
14	REMOVAL PLAN
15-21	GRADING PLAN
22-34	PROFILE AND X-SECT
35-38	UTILITY PLANS
39-44	EROSION PLANS
45-47	SWPPP



PROJECT LOCATION MAP

N

H: 0 500 1000
SCALE IN FEET

APPROVED: _____
CITY OF FARIBAULT ENGINEER

DATE: 11/9/2023

THIS PLAN SET CONTAINS 47 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF FARIBAULT
208 1ST AVENUE NW
FARIBAULT, MN 55021
(507) 334-2222

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

wsb

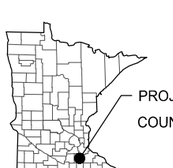
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JACOB H. NEWHALL, P.E.

DATE: 11/07/2023 LICENSE NUMBER: 49170

EXCAVATION NOTICE SYSTEM

A CALL TO GOPHER STATE ONE (651-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.



PROJECT LOCATION
COUNTY: RICE

SECT 31, TWP 110N, RNG 20W

HORIZONTAL DATUM:
VERTICAL DATUM:

UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

WSB PROJ. NO. 020868-000

SHEET 1

K:\020868-000\Cad\Plan\020868-000-C-TITL-PLAN.dwg 11/7/2023 8:52:15 AM

Request for Council Action

TO:	Mayor and City Council
THROUGH:	
FROM:	Tim Murray, City Administrator
MEETING DATE:	November 14, 2023
SUBJECT:	Ordinance 2023-22 Authorizing Disposal by Sale of Real Property owned by City Identified as LOT 1, BLOCK 3, CANNON RIVER VIEW (First Reading)

Background:

Resolution 2023-066, adopted on March 28, 2023, declared the City-owned parcel described as LOT 1, BLOCK 3, CANNON RIVER VIEW (located at the southwest corner of 1st Avenue NW and East View Drive) as surplus property and directed staff to to negotiate the sale and/or transfer of the parcels for later City Council approval.

A purchase agreement for the sale of this parcel has been negotiated with David and Rachel Yetzer and was approved by the Council on October 24, 2023. Section 12.04 of the City Charter currently requires that real property be disposed of by ordinance, approved by a minimum of five council members.

Recommendation:

Approve Ordinance 2023-22 on First Reading

Attachments:

1. Ordinance 2023-22 Authorizing Disposal of Real Property owned by the City - L1B3 Cannon River View (First Reading)
2. 2023-066 - Declare Various City-Owned Parcels as Surplus Property
3. Purchase_Agreement (SIGNED) - 2023-10-25
4. City Charter - Section 12.04
5. Location Map - L1B3 CANNON RIVER VIEW

CITY OF FARIBAULT
ORDINANCE No. 2023-22

AUTHORIZING DISPOSAL BY SALE OF REAL PROPERTY OWNED BY CITY IDENTIFIED AS LOT 1, BLOCK 3, CANNON RIVER VIEW

WHEREAS, the City of Faribault ("City") is the owner of real property legally described as follow:

LOT 1, BLOCK 3 CANNON RIVER VIEW, Rice County, Minnesota

hereinafter the "Property"; and

WHEREAS, the City acquired the Property but it is no longer needed for City purposes; and

WHEREAS, the City desires that the Property be returned to private ownership; and

WHEREAS, the City has received an offer to purchase the Property; and

WHEREAS, the City desires to sell the Property pursuant to the terms of such purchase offer.

NOW, THEREFORE, THE CITY OF FARIBAULT HEREBY ORDAINS:

Section 1. An uncodified City ordinance is adopted pursuant to Chapter 12.04 of the Faribault City Charter to provide as follows:

Subdivision 1. The recitals set forth in this Ordinance are incorporated into and made a part of this Ordinance.

Subdivision 2. The City owns the Property located in Rice County, Minnesota, with the legal description of the Property being as follows:

LOT 1, BLOCK 3, CANNON RIVER VIEW, Rice County, Minnesota.

Subdivision 3. The City Council has determined that conveyance of the Property will further the public interest and welfare.

Subdivision 4. As provided by Section 12.04 of the Faribault City Charter, the City Council authorizes conveyance of the Property to

David P. Yetzer and Rachel D. Yetzer, husband and wife, pursuant to the terms of the Purchase Agreement entered into between the City and David P. Yetzer and Rachel D. Yetzer.

Subdivision 5. The Mayor and City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Ordinance.

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

First Reading: November 14, 2023

Second Reading: November 28, 2023

Publication Date: December 2, 2023

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

State of Minnesota
County of Rice

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

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PURCHASE AGREEMENT

Faribault, Minnesota

October 24, 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

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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 <u>not</u> 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.

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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
2905 2nd Avenue NW
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.

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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: DocuSigned by: Kevin F. Voracek AF5449CB049D4F7...
Kevin F. Voracek
Its: Mayor

Dated: October 25, 2023.

By: DocuSigned by: Timothy C. Murray 6DB99B870021410...
Timothy C. Murray
Its: City Administrator

Dated: October 25, 2023.

The undersigned, purchaser of the above Property, does hereby approve the above Agreement and the purchase thereby made.

BUYER:

By: DocuSigned by: Dave Yetzer 69B16B4B2D32436...
David P. Yetzer

Dated: October 25, 2023

By: DocuSigned by: Rachel D. Yetzer 69B16B4B2D32436...
Rachel D. Yetzer

Dated: October 25, 2023.

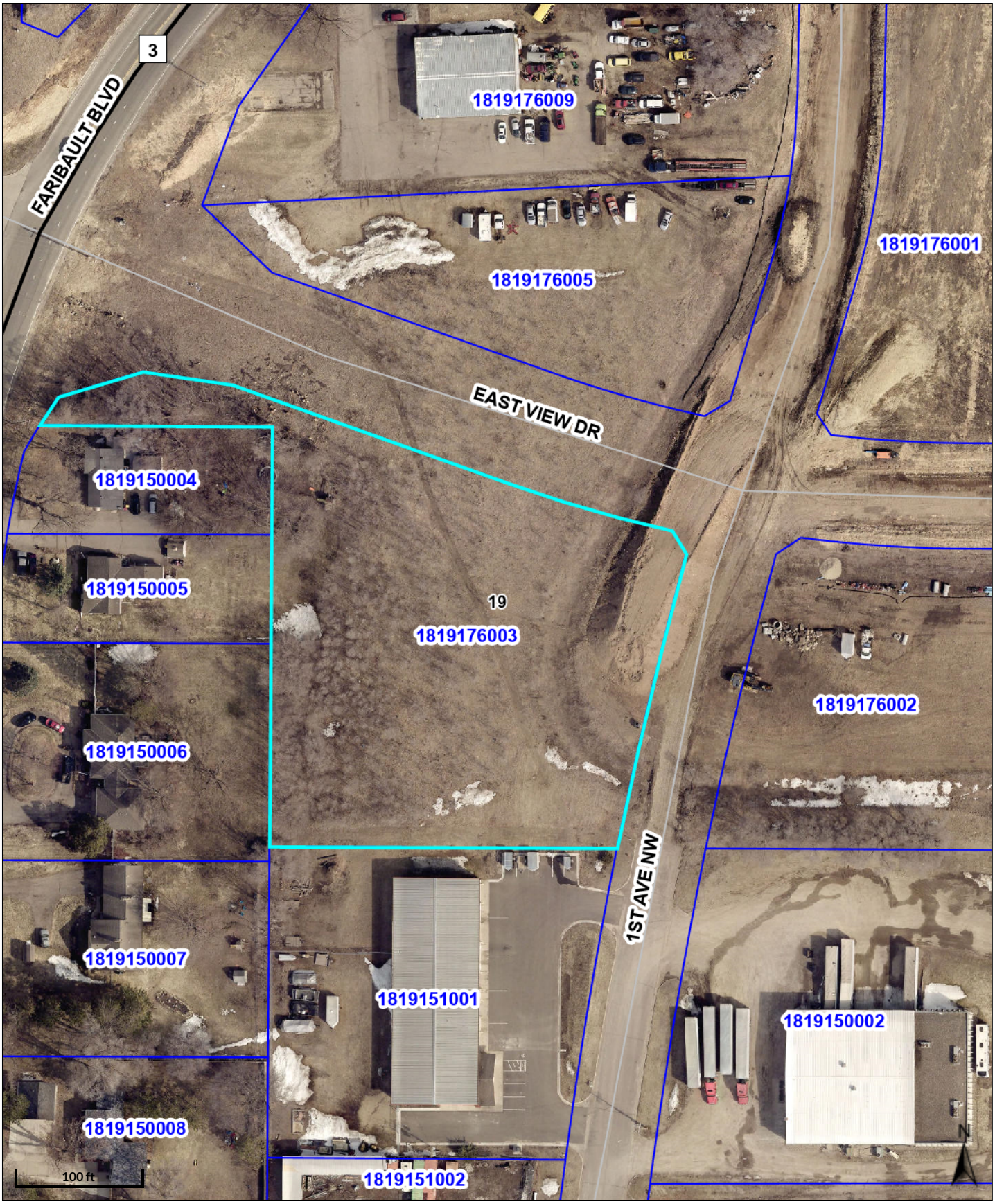
This instrument was drafted by:
KENNEDY & GRAVEN, CHARTERED (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Section 12.04. - Sale of real property.

No real property of the City shall be disposed of except by ordinance approved by at least five members of the council. The net cash proceeds of any sale of the property shall be used to retire any outstanding indebtedness incurred by the City in the acquisition or improvement of the property. Any remaining net proceeds shall be used to finance other improvements in the capital improvement budget or to retire any other bonded indebtedness.

(Ord. No. 2011-21, § 1, 2-14-12)

Lot 1, Block 3, CANNON RIVER VIEW



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: November 14, 2023
SUBJECT: Resolution 2023-219 Accept Bids for 2023 Trunk Highway 3 Sanitary Sewer Improvements Project - Contract 2023-08

Background:
On Wednesday, November 8, 2023, bids were received for the 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 an add alternate bid for the inplace rehabilitation of a portion of the existing trunk sewer main and related manholes under TH 3 from the Canadian Pacific Railroad crossing to 2nd Avenue NW.

The bids are tabulated as follows (note bidders are listed based on total of base bid + add alternate):

Bidder	Base Bid	Add Alternate Bid	Base Bid + Alternate
ICON, LLC, Dodge Center, MN	$1,697,997.50	$365,577.00	$2,063,574.50
BCM Construction, Inc., Faribault, MN	$1,779,779.00	$330,118.00	$2,109,897.00
Ryan Contracting Company, Elko-New Market, MN	$1,776,541.75	$371,077.00	$2,147,618.75
McNamara Contracting, Inc., Rosemount, MN	$1,850,935.00	$365,364.00	$2,216,299.00
Heselton Construction, Faribault, MN	$1,851,036.85	$374,285.00	$2,225,321.85
A-1 Excavating, Inc., Bloomer, WI	$2,121,245.00	$284,344.00	$2,405,589.00
Minger Construction Company, Inc, Jordan, MN	$2,166,235.80	$395,844.20	$2,562,080.00
Northwest Asphalt, Inc., Shakopee, MN	$2,307,085.04	$402,067.20	$2,709,152.24
Northdale Construction Co., Inc., Albertville, MN	$2,470,026.50	$281,721.57	$2,751,748.07
R&R Excavating, Inc., Hutchinson, MN	$2,470,026.50	$281,721.57	$2,997,067.17

Engineer's Estimate	*$2,064,447.00*	*$205,420.00*	*$2,269,867.00*

In discussion with the engineer of record, it is recommended to not award the add alternate at this time. The City's 2024 Capital Improvement Plan has a similar inplace sewer rehabilitation project planned, and City Staff recommend to add the add alternate work from this bid to that project to likely see a cost savings. Based on the low bidder's prices and awarding the base bid only, the estimated funding for the project is as follows (includes contingencies and engineering fees):

Sanitary Sewer Utility Fund (602)	$2,150,00.00	100.0%

It is recommended to award to the low bidder,ICON, LLC for the base bid amount and work only. Construction on the project is scheduled to be substantially completed before the 2024 Rice County Fair.

Recommendation:
Approve Resolution 2023-219

Attachments:
1. Resolution 2023-219 Accept Bids for 2023 Trunk Highway 3 Sanitary Sewer Improvements Project - Contract 2023-08
2. Title Sheet from Faribault, MN - TH 3 Sanitary Sewer Improvement Plans

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-219

ACCEPT BIDS FOR 2023 TRUNK HIGHWAY 3 SANITARY SEWER IMPROVEMENTS PROJECT - CONTRACT 2023-08

WHEREAS, pursuant to the advertisement for bids for the 2023 Trunk Highway 3 Sanitary Sewer Improvements Project - Contract 2023-08, bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Bidder Name	**Base Bid**	**Add Alternate**	**Base Bid + Add Alternate**
ICON, LLC. Dodge Center, MN	$1,697,997.50	$365,577.00	$2,063,574.50
BCM Construction, Inc Faribault, MN	$1,779,779.00	$330,118.00	$2,109,897.00
Ryan Contracting Company Elko-New Market, MN	$1,776,541.75	$371,077.00	$2,147,618.75
McNamara Contracting Inc Rosemount, MN	$1,850,935.00	$365,364.00	$2,216,299.00
Heselton Construction Faribault, MN	$1,851,036.85	$374,285.00	$2,225,321.85
A-1 Excavating, Inc. Bloomer, WI	$2,121,245.00	$284,344.00	$2,405,589.00
Minger Construction Co. Inc. Jordan, MN	$2,166,235.80	$395,844.20	$2,562,080.00
Northwest Asphalt, Inc. Shakopee, MN	$2,307,085.04	$402,067.20	$2,709,152.24
Northdale Construction Co., Inc. Albertville, MN	$2,470,026.50	$281,721.57	$2,751,748.07
R & R Excavating, Inc. Hutchinson, MN	$2,557,795.14	$439,272.03	$2,997,067.17

and;

WHEREAS, based on review of the bids and the recommendation of the engineer of record, it is recommended to not award the add alternate and award only the base bid amount and related work, and;

WHEREAS, it appears that ICON, LLC. of Dodge Center, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with ICON, LLC in the name of the City of Faribault for 2023 Trunk Highway 3 Sanitary Sewer Improvements Project - Contract 2023-08 for the base bid work only in the amount of $1,697,997.50 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Date Adopted: November 14, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

CITY OF FARIBAULT, MINNESOTA

CONSTRUCTION PLANS FOR

TRUNK HIGHWAY 3
SANITARY SEWER IMPROVEMENTS

OCTOBER 2023

RESOURCE LIST

CITY OF FARIBAULT

CITY HALL
208 1st Avenue NW
Faribault,, MN 55021
507-334-2222

CITY ADMINISTRATOR:
Tim Murray

MAYOR:
Kevin Voracek

CITY COUNCIL MEMBERS:
Sara Caron
Peter van Sluis
Royal Ross
Thomas Spooner
Chuck Theile
Adama Youhn Doumbouta

CITY ENGINEER:
Mark DuChene, P.E.
507-333-0361

BOLTON & MENK, INC.:
Mitchell Hoeft, P.E.
952-358-1845
Alec Pietz, P.E.
507-625-4171

PUBLIC WORKS DIRECTOR:
Travis Block
507-333-0365

UTILITIES

CITY OF FARIBAULT
507-334-2222
Sanitary Sewer
Storm Sewer
Water

GAS
Xcel Energy
Nathan Luedtke
507-334-2923

Greater Minnesota Gas
David Pinney
507-209-2114

Magellan Pipeline Co
Jeff Brown - 651-635-4264
Cynthia Pierce - 918-574-7464

TELEPHONE
Jaguar Communications
Lauren Deml
507-214-0263

Verizon Wireless Comm.
Greg Allen
612-619-9602

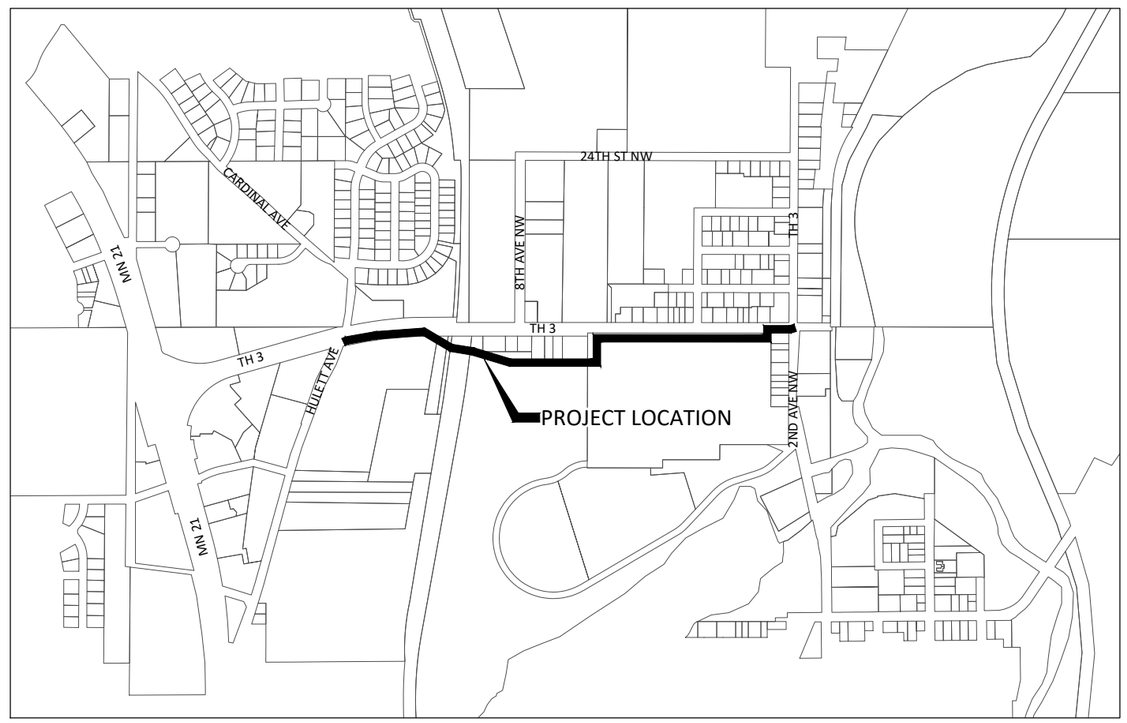
CABLE
Charter
David Jenson
507-434-5916

Century Link
Michael Spieker
612-861-8781

Consolidated Communications
Justin Grev
justin.grev@consolidated.com

ELECTRIC
Xcel Energy
Bruce Zemke
612-330-7815

Steele-Waseca Coop. Electric
Jeff Daley
507-451-7340



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.03	TITLE SHEET, LEGEND, GENERAL NOTES
G1.01	STATEMENT OF ESTIMATED QUANTITIES & TABLES
G2.01 - G2.02	PROJECT OVERVIEW
CIVIL	
C0.01 - C0.04	EXISTING CONDITIONS & REMOVAL PLAN
C1.01 - C1.03	DETAILS
C2.01 - C2.07	SWPPP AND EROSION & SEDIMENT CONTROL PLAN
SECTION C3	[SECTION NOT USED]
C4.01 - C4.07	SANITARY SEWER PLAN & PROFILE
C4.08	CIPP AND MANHOLE REHABILITATION (ADD ALTERNATE)
SECTION C5	[SECTION NOT USED]
C6.01 - C6.04	SITE RESTORATION PLAN
C7.01 - C7.02	TRAFFIC CONTROL & DETOUR PLAN

THIS PLAN SET CONTAINS 34 SHEETS.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

N

HORZ 0 600 1200
SCALE FEET

Mitchell R Hoeft

Mitchell R. Hoeft, P.E.
I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date 10/02/2023 License Number 50850

Approved: City of Faribault Date 10/13/2023

BM=970.16
MNDOT GEODETIC
MON. NO. 6612 L

PROJECT DATUM: RICE COUNTY COORDINATE SYSTEM
HORIZONTAL: NAD83 (2011 ADJ.)
VERTICAL: NAVD88

BOLTON & MENK
1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com

City Of Faribault

DESIGNED	AWP
DRAWN	AWP
CHECKED	MRH
CLIENT PROJ. NO.	0M1.125144

NO.	ISSUED FOR	DATE

CITY OF FARIBAULT, MINNESOTA
TRUNK HIGHWAY 3 SANITARY SEWER IMPROVEMENTS
TITLE SHEET

SHEET G0.01

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