



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, NOVEMBER 28, 2023

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions – None**
- 3. Approve minutes of the November 14, 2023 City Council Meeting**
 - A. Approve minutes of the November 14, 2023 City Council Meeting
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve Fireworks Display Application from RES Specialty Pyrotechnics Inc.
 - C. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License
 - D. Approve Hold Harmless and Indemnification Agreement with the Faribault Chamber of Commerce and Tourism and Update to Temporary Liquor License
 - E. Approve Hangar Rental Agreement Renewal
 - F. Resolution 2023-200 Authorize Payment as Recommended by the Charitable Gambling Board to Buckham West – Faribault Senior Center
 - G. Resolution 2023-227 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Foundation
 - H. Resolution 2023-228 Authorize Payment as Recommended by the Charitable Gambling Board to the Rice County Historical Society
 - I. Resolution 2023-229 Authorize Payment as Recommended by the Charitable Gambling Board to the Hope Center
 - J. Resolution 2023-230 Authorize Payment as Recommended by the Charitable Gambling Board to the Chamber Trust
 - K. Approve the 2023-2024 School Resource Officer (SRO) Contract with Faribault School District #656
 - L. Approve Purchase of New ARMER Portable Radios and Related Equipment
 - M. Resolution 2023-231 Accept Donation to Parks and Recreation Department
 - N. Approve 2023 CIP Purchase – Replacement Towmaster Trailer
 - O. Approve 2023 CIP Purchase Replacement – Street Department Service Truck
 - P. Accept Seasonal Bids for Miscellaneous Materials and Services
 - Q. Approve Retainer Agreement with the Law Firms of Lockridge Grindal Nauen P.L.L.P. and Napoli Shkolnik
 - R. Approve Amendment No. 3 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04
 - S. Resolution 2023-233 Adopt 2024 Snow and Ice Control Guidelines
 - T. Approve Release Agreement
 - U. Approve Trade of Fire Apparatus Chassis

5. Requests to be Heard

6. Public Hearings

- A. Approve Renewal of Currency Exchange License for Luis and Ana Del Aguila

7. Items for Discussion

- A. Resolution 2023-232 Authorize the Transfer of \$500,000 from the City's General Fund to the Faribault EDA to Administer a Special Commercial Rehabilitation Loan for Faribo Downtown Central LLC
- B. Ordinance 2023-22 Authorizing Disposal by Sale of Real Property owned by City Identified as LOT 1, BLOCK 3, CANNON RIVER VIEW (Second Reading)
 - 1. Approve Summary Publication of Ordinance 2023-22
- C. Ordinance 2023-23 Amending Article V of Chapter 14 of the Faribault City Code of Ordinances (First Reading)

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

- A. Monthly Financial Report

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

 **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, NOVEMBER 14, 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, Administrative Assistant Kari Casper, Human Resources Director Kevin Bushard, City Engineer Mark DuChene, Parks and Recreation Director Paul Peanasky, Police Chief John Sherwin, Community and Economic Development Director David Wanberg and Finance Director Jeanne Schmuck.

Presentations/Introductions – None

Approve minutes of the October 24, 2023 City Council Meeting and the October 24, 2023 Special City Council Meeting (Closed Session)

Motion by van Sluis, seconded by Ross to Approve the Minutes of the October 24, 2023 City Council Meeting and the October 24, 2023 Special City Council Meeting (Closed Session)

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. Authorize The Mayor and City Administrator to sign a Minor Subdivision Agreement with DIC Holdings LLC Related to the Minor Subdivision Lot Combination at 316-324 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

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

Requests to be Heard – None

Public Hearings – None

Items for Discussion

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

Community and Economic Development Director David Wanberg explained that ABC Storage LLC, in consultation with GSES of Faribault LLC requested that the City Council remove the following provisions outlined in Section 1 of Resolution 2010-122: 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 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. 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 the City Council should consider repealing or revising several other provisions of plat approval outlined in Resolution 2010-122. Staff recommended that the City Council eliminate the access and landscaping requirements outlined in Resolution 2010-122. However, Staff also recommended 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 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 act 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.

Motion by Ross, seconded by van Sluis to approve Resolution 2023-220 Repeal and Replace Resolution 2010-122 related to the Preliminary and Final Plat Approval of Lyndale Commons and carried unanimously.

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

City Engineer Mark DuChene explained that Resolution 2023-218 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 will come from the Storm Sewer Utility Fund (603).

The resolution also establishes a bid date of December 6, 2023 for the project. This project has a flexible start date, allowing construction to start either in 2023 or in the spring of 2024 with substantial completion by July 1, 2024.

Motion by Thiele, seconded by Doumbouya to approve Resolution 2023-218 Order Improvements, Approve Plans and Specifications and Set Bid Date for Riverchase Regional Stormwater Improvements Project - Contract 2022-14 and carried unanimously.

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

City Administrator Tim Murray stated that 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 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.

Motion by Ross, seconded by van Sluis to approve Ordinance 2023-22 Authorizing Disposal by Sale of Real Property owned by City Identified as LOT 1, BLOCK 3, CANNON RIVER VIEW (First Reading)

Roll Call Vote:

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

Motion carried 7:0.

Bids

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

City Engineer Mark DuChene informed the Council that on Wednesday, November 8, 2023, bids were received for the 2023 TH 3 Sanitary Sewer Improvements project - Contract 2023-08, including the 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 in-place 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 were tabulated as follows, the bidders were 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 was recommended to not award the add alternate at this time. The City's 2024 Capital Improvement Plan has a similar in-place sewer rehabilitation project planned, and Staff recommended 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, including contingencies and engineering fees will come from the Sanitary Sewer Utility Fund (602) in the amount of \$2,150,00.00.

It was 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.

Motion by Ross, seconded by Thiele to approve Resolution 2023-219 Accept Bids for 2023 Trunk Highway 3 Sanitary Sewer Improvements Project - Contract 2023-08 and carried unanimously

Boards and Commissions Reports, Announcements and Project Updates

Mayor Voracek reminded the Council that the annual Winterfest will be taking place.

Councilor Spooner informed the Council that tree decorating will take place on Monday, November 27.

City Administrator Tim Murray reminded the Council that a work session will follow this meeting.

Adjournment

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

The City Council meeting adjourned at 6:21 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: November 28, 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 \$1,522,703.38, which includes check numbers 179196 to 179282 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. 11-28-2023 Council AP List

AP
AP Council Approval 11-28-2023



User: astadler
Printed: 11/22/2023 10:37:36 AM

Check Numbe	Last Name	Acct 1	Amount	Description
179202	Amazon Capital Services	101-45140-450-42110	316.16	Hometown Holiday Little Champs Supplies
179202	Amazon Capital Services	101-42123-420-42180	115.59	Sunglasses / Honor Guard - Ress Estate Donation
179202	Amazon Capital Services	101-45500-450-42190	12.93	Books
179202	Amazon Capital Services	101-00000-000-10108	-115.59	Sunglasses / Honor Guard - Ress Estate Donation
179202	Amazon Capital Services	101-00000-000-10100	115.59	Sunglasses / Honor Guard - Ress Estate Donation
179202	Amazon Capital Services	101-45500-450-42192	4.00	Audio/Visual
179202	Amazon Capital Services	101-45500-450-42020	26.69	Wireless Keyboard and Mouse
179202	Amazon Capital Services	101-42123-420-42110	40.73	Odor Absorber - Armor All / Stock
179202	Amazon Capital Services	101-45500-450-42010	59.99	Label Maker
179202	Amazon Capital Services	101-45200-450-42170	169.99	Reflective Gear Jacket
179202	Amazon Capital Services	101-45500-450-42190	58.93	Books
179202	Amazon Capital Services	101-42220-420-42410	899.99	Barrel/Pump for UTV
179202	Amazon Capital Services	101-45500-450-42010	11.72	Batteries
179202	Amazon Capital Services	101-45500-450-42190	39.98	Books
179202	Amazon Capital Services	101-41580-410-42020	16.58	USB Adapters
179202	Amazon Capital Services	603-49500-000-42110	1.97	Batteries - Pens - Highlighters - Sharpies - Clorox Wipes
179202	Amazon Capital Services	601-49430-000-42110	13.80	Batteries - Pens - Highlighters - Sharpies - Clorox Wipes
179202	Amazon Capital Services	101-43190-430-42420	214.99	Docking Station
179202	Amazon Capital Services	602-49450-000-42110	13.80	Batteries - Pens - Highlighters - Sharpies - Clorox Wipes
179202	Amazon Capital Services	101-43121-430-42110	132.64	Batteries - Pens - Highlighters - Sharpies - Clorox Wipes
	Amazon Capital Services		2,150.48	
0	American Engineering Testing Inc	472-43121-430-45300	8,379.50	2023-04 Materials Testing
	American Engineering Testing Inc		8,379.50	
179203	American Red Cross	101-45130-450-43131	180.00	Civic Certification Fees
	American Red Cross		180.00	
0	Arrow Electric LLC	601-49430-000-42210	160.31	Phase Monitor
0	Arrow Electric LLC	601-49430-000-44040	630.00	Phase Monitor Repairs

Check Numbe	Last Name	Acct 1	Amount	Description
0	Arrow Electric LLC	101-45126-450-44010	196.64	Repair Exterior Light at Washington Rec Center
	Arrow Electric LLC		986.95	
179204	Aspen Mills	101-42110-420-42180	15.35	Hand Cuff Case / B Gliem
179204	Aspen Mills	101-42123-420-42180	18.71	Uniform Tie / J Will
	Aspen Mills		34.06	
0	Auto Value Parts Store	101-42123-420-42210	208.99	Battery / #14
0	Auto Value Parts Store	101-42123-420-42210	-18.00	CREDIT / Core Return for Battery / #14
0	Auto Value Parts Store	603-49500-000-42210	147.99	Battery
	Auto Value Parts Store		338.98	
179205	Baker & Taylor Entertainment	101-45500-450-42190	323.56	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	11.01	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	214.43	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	13.44	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	1,199.17	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	289.41	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	6.72	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	426.14	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	268.30	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	389.14	Books
179205	Baker & Taylor Entertainment	101-45500-450-42190	721.09	Books
	Baker & Taylor Entertainment		3,862.41	
0	BCM Construction Inc	601-49430-000-44050	66,422.10	2023-14 Pay Req 1
	BCM Construction Inc		66,422.10	
0	BG Minnesota Inc	101-45200-450-42210	27.94	Diesel Exhaust Fluid for Stock
0	BG Minnesota Inc	101-43121-430-42210	55.87	Transmission & EGR Service Kits - Fuel System Cleaner
0	BG Minnesota Inc	602-49450-000-42210	20.95	Diesel Exhaust Fluid for Stock
0	BG Minnesota Inc	101-42123-420-42210	13.97	Diesel Exhaust Fluid for Stock
0	BG Minnesota Inc	601-49430-000-42210	20.95	Diesel Exhaust Fluid for Stock
	BG Minnesota Inc		139.68	
179206	Bleichner Gary	601-00000-000-20200	89.77	Refund Check 007014-000, 1020 Pleasant Ln

Check Numbe	Last Name	Acct 1	Amount	Description
	Bleichner Gary		89.77	
179207	Bokman DJ & Tina	601-00000-000-20200	38.44	Refund Check 020397-000, 1317 Mitchell Dr
	Bokman DJ & Tina		38.44	
0	Bolton & Menk Inc	290-46500-462-43090	6,398.00	TH 60 Concept Planning
0	Bolton & Menk Inc	404-45200-450-45200	8,279.50	Viaduct Park Platting (River Ridge 4th Add)
	Bolton & Menk Inc		14,677.50	
0	Border States Industries Inc	101-42110-420-42230	138.30	Light Bulbs
	Border States Industries Inc		138.30	
179208	Borka David	101-45500-450-43130	300.00	Santa for Hometown Holidays
	Borka David		300.00	
179209	Braulik Jeffrey J	601-00000-000-20200	32.74	Refund Check 021565-000, 122 Brand Ave
	Braulik Jeffrey J		32.74	
0	Caldwell Tanks, Inc.	601-49430-000-45300	68,365.80	2019-12A Pay Req 12
	Caldwell Tanks, Inc.		68,365.80	
179210	Canon Financial Services Inc	602-49450-000-44160	11.46	PW Copier Rent 11/1/23-11/30/23
179210	Canon Financial Services Inc	603-49500-000-44160	1.63	PW Copier Rent 11/1/23-11/30/23
179210	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
179210	Canon Financial Services Inc	101-42210-420-44160	68.46	Copier Charge 11/01/2023-11/30/2023
179210	Canon Financial Services Inc	601-49430-000-44160	11.46	PW Copier Rent 11/1/23-11/30/23
179210	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
179210	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Charges 11/1/23-11/30/23
179210	Canon Financial Services Inc	240-46210-460-44160	112.21	Copier 11-1-23 to 11-30-23
179210	Canon Financial Services Inc	101-43121-430-44160	110.14	PW Copier Rent 11/1/23-11/30/23
179210	Canon Financial Services Inc	101-41910-410-44160	112.20	Copier 11-1-23 to 11-30-23
	Canon Financial Services Inc		1,020.95	
179211	Cedar Lake Electric Inc	101-00000-420-32220	100.00	Refund Electrical Permit #2023-01373
179211	Cedar Lake Electric Inc	101-00000-000-20820	1.00	Refund Electrical Permit #2023-01373 Surcharge

Check Numbe	Last Name	Acct 1	Amount	Description
	Cedar Lake Electric Inc		101.00	
179212	Cemstone Products Co Inc	101-45200-450-44050	742.55	Concrete Bench/Table Pads
	Cemstone Products Co Inc		742.55	
179213	Cengage Learning Inc	101-45500-450-42190	20.00	Books
	Cengage Learning Inc		20.00	
179214	CenturyLink	902-00000-000-23935	-704.22	Monthly Service 11/13/2023-12/12/2023
179214	CenturyLink	101-45500-450-43210	51.51	507 334-0138 069 Elevator Phone
179214	CenturyLink	602-49450-000-43210	184.99	507-334-0586 787
179214	CenturyLink	902-00000-000-23935	704.22	Monthly Service 11/13/2023-12/12/2023
179214	CenturyLink	101-41940-410-43210	304.01	507-332-2400 019
179214	CenturyLink	225-49810-430-43210	73.15	507-334-2850 219
179214	CenturyLink	601-49430-000-43210	90.56	507-332-9045 313 Sensus Back-up Dialer
	CenturyLink		704.22	
179215	Chicago Distribution Center	101-45500-450-42010	60.57	Posters
	Chicago Distribution Center		60.57	
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	602-49480-000-44060	37.84	Uniform Laundry
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	101-45200-450-44060	32.74	Laundry Services
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-42170	7.76	Safety Cabinet Restock
0	Cintas Corporation	601-49430-000-42170	7.76	Safety Cabinet Restock
0	Cintas Corporation	101-43121-430-42170	74.56	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42170	1.10	Safety Cabinet Restock
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-42110	53.41	Disposable Towels
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry Services
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry

Check Numbe	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	29.33	Shop Towels - Dust Mop
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
	Cintas Corporation		562.95	
179216	City of Faribault	601-49430-000-43850	35.70	005003-032 812 8 Ave NW (New Water Plant)
179216	City of Faribault	602-49480-000-43820	2,220.08	005003-023 214 14 St NE
179216	City of Faribault	101-45127-450-43850	11.79	005003-043 705 17 St SW
179216	City of Faribault	902-00000-000-23935	-4,532.82	Water/Sewer - October
179216	City of Faribault	211-46310-460-43850	38.31	005003-000 16 1 St SE
179216	City of Faribault	902-00000-000-23935	4,532.82	Water/Sewer - October
179216	City of Faribault	101-45127-450-43860	41.36	005003-043 705 17 St SW
179216	City of Faribault	101-45127-450-43820	25.86	005003-043 705 17 St SW
179216	City of Faribault	225-49810-430-43860	311.77	005003-004 3401 Hwy 21 W
179216	City of Faribault	225-49810-430-43850	14.91	005003-004 3401 Hwy 21 W
179216	City of Faribault	211-46310-460-43820	29.26	005003-000 16 1 St SE
179216	City of Faribault	225-49810-430-43820	17.94	005003-004 3401 Hwy 21 W
179216	City of Faribault	225-49810-430-43850	10.00	005003-005 Airport Terminal
179216	City of Faribault	211-46310-460-43860	7.48	005003-000 16 1 St SE
179216	City of Faribault	602-49480-000-43820	13.81	005003-022 214 14 St NE
179216	City of Faribault	225-49810-430-43820	13.81	005003-005 Airport Terminal
179216	City of Faribault	602-49480-000-43860	256.94	005003-019 214 14 St NE
179216	City of Faribault	101-45127-450-43820	964.14	005003-030 705 17 St SW-Irrigation
179216	City of Faribault	602-49480-000-43820	519.66	005003-019 214 14 St NE
179196	City of Faribault	101-00000-000-11500	41.67	PR Batch 00523.11.2023 Miscellaneous
179216	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - October
179216	City of Faribault	873-49499-000-43850	2,807.44	Roberds Lake SIU Bill - October
	City of Faribault		7,975.93	
0	CL Bensen Company Inc	101-45122-450-42230	226.44	Air Filters for HVAC Roof Top Units
	CL Bensen Company Inc		226.44	
179217	Community Co-op Oil Assn	101-42220-420-42120	18.50	Fuel
179217	Community Co-op Oil Assn	101-45200-450-44040	34.00	Tire Repair
179217	Community Co-op Oil Assn	101-43121-430-43840	48.00	Tire Recycling
179217	Community Co-op Oil Assn	101-45122-450-42120	50.00	Lawn Mower Gas
179217	Community Co-op Oil Assn	101-42220-420-42120	-1.89	Credit for Federal Tax Charged at C-Store
179217	Community Co-op Oil Assn	101-45122-450-42120	-2.24	Credit for Federal Tax Charged at C-Store

Check Numbe	Last Name	Acct 1	Amount	Description
179217	Community Co-op Oil Assn	603-49500-000-42120	-1.47	Credit for Federal Tax Charged at C-Store
179217	Community Co-op Oil Assn	101-43121-430-42120	-1.13	Credit for Federal Tax Charged at C-Store
179217	Community Co-op Oil Assn	101-42220-420-42220	1,121.56	Steer Tires #2115
179217	Community Co-op Oil Assn	101-45122-450-44040	163.98	Funeral Truck Tire Sensor Replacement
	Community Co-op Oil Assn		1,429.31	
179218	Core & Main LP	601-49430-000-42110	105,705.00	Water Meter Radios
	Core & Main LP		105,705.00	
0	Crane Creek Asphalt	477-43121-430-45303	63,077.19	2023-03 Pay Req 4 FINAL
0	Crane Creek Asphalt	601-49430-000-42240	1,169.98	Asphalt
	Crane Creek Asphalt		64,247.17	
179219	Creative Co-Op	101-45122-450-42110	246.00	Garbage Bags
	Creative Co-Op		246.00	
0	Culligan	101-42110-420-42230	386.25	Water/Solar Salt
0	Culligan	101-45200-450-42110	159.25	Softener Salt & Rust Remover Salt
0	Culligan	101-45122-450-44160	39.35	Water Equipment Rental
0	Culligan	101-41940-410-44160	96.60	Water Equipment Rental
0	Culligan	101-45200-450-44040	211.50	Repair Water Softener-N.Alexander Park 119-10022960-6
0	Culligan	101-45122-450-42110	178.50	Softener Salt & Rust Remover Salt
	Culligan		1,071.45	
0	Dakota Supply Group	601-49430-000-42110	41.25	Plumbing Fittings
0	Dakota Supply Group	601-49430-000-42110	60.92	Plumbing Fittings Water Plant
0	Dakota Supply Group	601-49430-000-42110	66.31	Gate Valve
	Dakota Supply Group		168.48	
179220	Dalco	101-42210-420-42230	74.51	Paper Towel Roll
	Dalco		74.51	
0	Display Sales	101-45200-450-42110	1,050.00	Banner Brackets
	Display Sales		1,050.00	

Check Numbe	Last Name	Acct 1	Amount	Description
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	369.80	Lanier C2500 Copier
	E O Johnson Company Inc-Dallas		369.80	
0	Eckberg Lammers PC	101-41610-410-43045	13,034.00	Prosecution Services
	Eckberg Lammers PC		13,034.00	
0	Empower Retirement-HCSP	101-00000-000-21720	1,575.86	PR Batch 00523.11.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		1,575.86	
0	Enterprise FM Trust	101-42121-420-44160	647.88	Monthly Lease / #19
0	Enterprise FM Trust	101-42123-420-44160	859.76	Monthly Lease / #16
0	Enterprise FM Trust	101-42700-420-44160	750.29	Monthly Lease / #8
0	Enterprise FM Trust	101-42121-420-44160	732.59	Monthly Lease / #1
0	Enterprise FM Trust	101-42110-420-44160	914.83	Monthly Lease / #20
0	Enterprise FM Trust	101-42110-420-44160	641.45	Monthly Lease / #22
0	Enterprise FM Trust	101-42121-420-44160	694.49	Monthly Lease / #12
0	Enterprise FM Trust	101-42123-420-44160	848.74	Monthly Lease / #6
0	Enterprise FM Trust	101-42123-420-44160	837.23	Monthly Lease / #8
	Enterprise FM Trust		6,927.26	
179221	Fareway Stores Inc #126	101-45110-450-42115	28.91	Cookies/Plates Council & Park & Rec Joint Meeting
	Fareway Stores Inc #126		28.91	
179222	Faribault Ace Hardware	101-42110-420-42230	24.26	Mr. Clean/Hand Gel/Etc
179222	Faribault Ace Hardware	101-45140-450-42110	17.99	Electric Air Pump
179222	Faribault Ace Hardware	602-49480-000-42110	59.49	Drill Bit/Bolts
179222	Faribault Ace Hardware	602-49480-000-42110	35.05	Toilet Bowl/Glass Cleaner & Battery
179222	Faribault Ace Hardware	101-45200-450-42110	73.76	Fasteners/Nuts/Bolts
179222	Faribault Ace Hardware	101-42210-420-42110	13.49	Mounting Tape for Generator
179222	Faribault Ace Hardware	101-42210-420-42110	8.02	Elbow / Bushing / Fasteners
179222	Faribault Ace Hardware	101-45122-450-42230	22.46	Glass Cleaner - Lysol - Bleach
	Faribault Ace Hardware		254.52	
0	Faribault Fleet Supply Inc	101-43170-430-42110	12.99	Traffic Light Parts
0	Faribault Fleet Supply Inc	603-49500-000-42410	49.97	Pry Bar/Orange String/Hammer Handle
0	Faribault Fleet Supply Inc	601-49430-000-42410	25.99	Shovel
0	Faribault Fleet Supply Inc	101-43121-430-42210	14.97	Cable/Thimble/Ferrule/Slip Hook - Street #101

Check Numbe	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	101-45200-450-42130	21.24	2 Cycle Engine Oil
	Faribault Fleet Supply Inc		125.16	
179223	Faribault HRA LLC	601-00000-000-20200	31.32	Refund Check 005090-175, 1225 2 St NW
	Faribault HRA LLC		31.32	
179224	Faribault Ice Arena Association	101-45130-450-43090	7,665.00	October Ice Arena Skate Hours
	Faribault Ice Arena Association		7,665.00	
179225	Faribault Post Office	601-49430-000-43220	1,237.86	Utility Bills - November
179225	Faribault Post Office	602-49480-000-43220	1,237.86	Utility Bills - November
179225	Faribault Post Office	603-49500-000-43220	1,237.86	Utility Bills - November
	Faribault Post Office		3,713.58	
0	Faribo Air Conditioning & Heating Inc	211-46310-460-44010	128.00	Clean and Tune the Furnace at 16 1st St SE
	Faribo Air Conditioning & Heating Inc		128.00	
0	Fastenal Company	101-43170-430-42110	50.98	Street Sign Nuts/Bolts
	Fastenal Company		50.98	
0	Federal Signal Corporation	431-42500-420-45400	375.00	Antenna
	Federal Signal Corporation		375.00	
0	Fergus Power Pump Inc	602-49480-000-43090	164,254.36	Biosolids Application
	Fergus Power Pump Inc		164,254.36	
179226	Ferguson Josie & Dan	601-00000-000-20200	57.31	Refund Check 023762-000, 29 12 St NE
	Ferguson Josie & Dan		57.31	
0	Fette Electronics Inc	101-45122-450-44010	175.00	Reset Timer for Pool Door Locks
	Fette Electronics Inc		175.00	
179227	Fieldstone Family Homes	101-00000-000-22000	2,000.00	Escrow Release for 2405 Foxtail and 2413 14th St NE

Check Numbe	Last Name	Acct 1	Amount	Description
	Fieldstone Family Homes		2,000.00	
0	Flagship Recreation	101-45200-450-42410	1,380.00	Park Bench
0	Flagship Recreation	101-45200-450-42410	1,888.00	Park Bench
	Flagship Recreation		3,268.00	
179228	Flom Sandra & Eric	601-00000-000-20200	208.90	Refund Check 023149-000, 440 St Paul Ave
	Flom Sandra & Eric		208.90	
179229	Fowler Carpentry LLC	101-00000-000-22000	4,000.00	Release of Escrow for 901 Orchard Court
	Fowler Carpentry LLC		4,000.00	
0	Frontier Precision Inc	101-43190-430-42410	274.50	GPS Equipment
	Frontier Precision Inc		274.50	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Rental of Cooler
	Garlick Brothers LLC		40.00	
179197	GIS Benefits	101-00000-000-21716	954.16	Accident/Critical Illness - December
179197	GIS Benefits	101-00000-000-11510	8.63	C Springer Vision - December
179197	GIS Benefits	101-00000-000-11510	111.12	C Springer Life Insurance - December
179197	GIS Benefits	101-00000-000-11510	30.73	C Springer Dental - December
179197	GIS Benefits	101-00000-000-21717	484.46	Vision Insurance Prepaid - December
179197	GIS Benefits	101-00000-000-11510	8.63	T Manz Vision - December
179197	GIS Benefits	101-00000-000-21715	5,231.45	Dental Insurance Prepaid - December
179197	GIS Benefits	101-00000-000-21711	738.10	Voluntary Short Term Disability - December
179197	GIS Benefits	101-00000-000-11510	76.72	P Froman Dental - December
179197	GIS Benefits	101-00000-000-21710	1,575.31	Voluntary Life Insurance - December
179197	GIS Benefits	101-00000-000-11510	30.73	T Manz Dental - December
	GIS Benefits		9,250.04	
179230	Glenn's Service LLC	101-42121-420-43090	143.53	Tow 2010 Charger Rest Area to FPD Garage/#23-3238
179230	Glenn's Service LLC	101-42121-420-43090	82.22	Tow Trailer 4th Ave NW to FPD Storage / #23-3260
	Glenn's Service LLC		225.75	

Check Numbe	Last Name	Acct 1	Amount	Description
179231	Go Permits	101-00000-000-20820	1.00	Refund Building Permit #2023-01149 Surcharge
179231	Go Permits	101-00000-420-32210	80.00	Refund Building Permit #2023-01149
	Go Permits		81.00	
0	Grainger Inc	101-42220-420-42110	9.05	Batteries
0	Grainger Inc	101-42220-420-42410	2,739.82	Truck Undercarriage Cleaner
0	Grainger Inc	101-45110-450-42010	77.04	Batteries
0	Grainger Inc	101-42220-420-42170	121.73	Mask Respirator Kit / Cartridges
	Grainger Inc		2,947.64	
179232	Harlequin Sales Corp/Reader Service	101-45500-450-42190	23.20	Books - Acct #328689385
	Harlequin Sales Corp/Reader Service		23.20	
0	Harry Brown's LLC	101-42123-420-44040	1,350.00	Detailing Squads
	Harry Brown's LLC		1,350.00	
0	Hawkins Inc	602-49480-000-42160	11,945.52	Ferric Phos Removal
0	Hawkins Inc	601-49430-000-42160	2,286.90	Sodium Silicate
0	Hawkins Inc	602-49480-000-42160	11,840.85	Ferric Phos Removal
0	Hawkins Inc	101-45125-450-42160	30.00	Chlorine Tank Demurrage
	Hawkins Inc		26,103.27	
179233	Healy Construction Company Inc	401-43121-430-44050	12,149.81	2023-01 Pay Req 4 FINAL
	Healy Construction Company Inc		12,149.81	
179234	Herold Lee	101-42110-420-42110	306.50	Flags for Honor Guard - Ress Estate Donation
179234	Herold Lee	101-00000-000-10100	306.50	Flags for Honor Guard - Ress Estate Donation
179234	Herold Lee	101-00000-000-10108	-306.50	Flags for Honor Guard - Ress Estate Donation
	Herold Lee		306.50	
179235	Hildebrandt Michael	101-45500-450-43130	300.00	Music for Hometown Holidays
	Hildebrandt Michael		300.00	
179236	Hillyard Hutchinson	101-45122-450-44045	978.92	Repair Floor Scrubber and Replaced Battery
179236	Hillyard Hutchinson	101-45122-450-42110	1,298.44	Soap - Paper Towels - Toilet Tissue

Check Numbe	Last Name	Acct 1	Amount	Description
179236	Hillyard Hutchinson	101-43121-430-44045	608.84	Floor Scrubber Repairs
179236	Hillyard Hutchinson	603-49500-000-44045	9.02	Floor Scrubber Repairs
179236	Hillyard Hutchinson	602-49450-000-44045	63.36	Floor Scrubber Repairs
179236	Hillyard Hutchinson	601-49430-000-44045	63.36	Floor Scrubber Repairs
	Hillyard Hutchinson		3,021.94	
0	Holm Connie	101-42110-420-43220	20.70	Certified Mail Costs-Ship Evidence to BCA
	Holm Connie		20.70	
179237	Holtmeier Construction Inc	601-49430-000-45300	86,479.21	2023-16 Pay Req 1
	Holtmeier Construction Inc		86,479.21	
179238	House of Print	101-45110-450-42030	3,246.13	Winter Buckham Bulletin Printing
	House of Print		3,246.13	
179239	Humanscale Corporation	240-46210-460-42410	548.57	Ergonomic Chair for K Casper
	Humanscale Corporation		548.57	
179240	Hy-Vee - Accounts Receivable	101-41320-410-42115	31.98	Coffee-Citywide Business Writing Training
179240	Hy-Vee - Accounts Receivable	101-41320-410-42115	63.54	Donuts & Supplies-Citywide Business Writing Training
	Hy-Vee - Accounts Receivable		95.52	
0	I & S Group Inc	437-41940-410-45200	1,055.00	City Hall Restrooms Remodel Admin/Bid Services
	I & S Group Inc		1,055.00	
0	Imperial Supplies Holdings Inc	601-49430-000-42410	153.56	Flash Light Unit 5
0	Imperial Supplies Holdings Inc	603-49500-000-42410	201.37	Hitches
0	Imperial Supplies Holdings Inc	101-45200-450-42410	568.78	Pallet Jack
	Imperial Supplies Holdings Inc		923.71	
0	Innovative Office Solutions LLC	101-42110-420-42110	10.15	Napkins
0	Innovative Office Solutions LLC	101-42124-420-42010	33.19	Correction Tape - Post-It Notes
0	Innovative Office Solutions LLC	101-43121-430-42410	313.93	Office Chair
0	Innovative Office Solutions LLC	101-42210-420-42010	27.03	Wall Calendars
0	Innovative Office Solutions LLC	101-45110-450-42010	36.79	White Board Eraser -Tray

Check Numbe	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-45110-450-42010	84.49	Time Cards - Calendar - Note Pads
0	Innovative Office Solutions LLC	101-45110-450-42010	73.58	White Board Eraser - Trays
0	Innovative Office Solutions LLC	101-45110-450-42010	71.84	Name Badge Labels
	Innovative Office Solutions LLC		651.00	
0	Insty-Prints	101-41910-410-42030	74.50	Business Cards for H Davis
0	Insty-Prints	101-41320-410-42030	129.00	City Mailing Labels
	Insty-Prints		203.50	
0	Internal Revenue Service	101-00000-000-21704	6,159.58	PR Batch 00523.11.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	16,692.63	PR Batch 00523.11.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	39,302.51	PR Batch 00523.11.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,159.58	PR Batch 00523.11.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	16,692.63	PR Batch 00523.11.2023 FICA Employee
	Internal Revenue Service		85,006.93	
179241	Jackson Manufacturers Co Inc	431-45500-450-45400	9,714.10	Outside Drive-up Book Return
	Jackson Manufacturers Co Inc		9,714.10	
179242	Janna's Market Grill	101-41320-410-42115	320.49	Meals for Business Writing Staff Training
	Janna's Market Grill		320.49	
179243	Johnson Anthony	601-00000-000-20200	34.43	Refund Check 024356-000, 516 1 St SW
	Johnson Anthony		34.43	
0	Kennedy & Graven, Chartered	290-46500-462-43040	216.50	EDA Legal Fees for General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	53.00	FA105-00488 County Housing Site
0	Kennedy & Graven, Chartered	601-49430-000-43040	3,897.00	FA105-00498 PFAS Matter
0	Kennedy & Graven, Chartered	290-46500-462-43040	53.00	FA105-00469 Downtown Investment Group Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	346.40	FA105-00500 Rasmussen vs. City
0	Kennedy & Graven, Chartered	101-41610-410-43040	43.30	FA105-00009 Telecommunication Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,378.00	FA105-00481 2023 Faribault Sage Tax Abatement
0	Kennedy & Graven, Chartered	101-41610-410-43040	64.95	FA105-00496 In the Matter of J.S.
0	Kennedy & Graven, Chartered	404-45200-450-45200	106.00	FA105-00492 Viaduct Plat
0	Kennedy & Graven, Chartered	101-00000-000-22000	235.10	FA105-00322 Carlson Addition
0	Kennedy & Graven, Chartered	101-00000-000-22000	53.00	FA105-00458 TIF Matters for Riverchase Development
0	Kennedy & Graven, Chartered	101-41610-410-43040	257.60	FA105-00028 General Planning Matters

Check Numbe	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-00000-000-22000	489.80	FA105-00178 Lyndale Commons
0	Kennedy & Graven, Chartered	101-00000-000-22000	132.50	FA105-00503 Lot Combination: 318-324 Central Ave
0	Kennedy & Graven, Chartered	101-42400-420-43040	671.15	FA105-00497 2401 2nd Ave NW
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,913.60	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	73.60	FA105-00502 Energy Efficiency Programs
0	Kennedy & Graven, Chartered	101-41610-410-43040	742.00	FA105-00484 Faribault Mill
0	Kennedy & Graven, Chartered	101-00000-000-22000	26.50	FA105-00464 Tru Vue Development Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,465.80	FA105-00493 1101 Division Street West Minor Subdivision
0	Kennedy & Graven, Chartered	101-41610-410-43040	699.20	FA105-00473 2023 City Council Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	318.00	FA105-00489 Warner Project on 616-620 6th Street NW
0	Kennedy & Graven, Chartered	101-41610-410-43040	809.60	FA105-00063 Police Department Matters
0	Kennedy & Graven, Chartered	280-46310-461-43040	69.80	Legal Fees for Faribault HRA General Matters
0	Kennedy & Graven, Chartered	401-43121-430-45300	1,428.90	FA105-00486 T.H. 3 Northern Links Trail-Progressive Rail
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,017.55	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	53.00	FA105-00499 Former Mayo Site
0	Kennedy & Graven, Chartered	271-46500-462-43070	26.50	FA105-00378 Straight River Apartment Project
0	Kennedy & Graven, Chartered	437-41940-410-43040	1,139.50	FA105-00501 Sale of City Light Industrial Site to Yetzer
0	Kennedy & Graven, Chartered	101-41610-410-43040	607.20	FA105-00006 Finance Department
0	Kennedy & Graven, Chartered	602-49480-000-43040	1,581.55	FA105-00008 Tiling Agreement for Sludge Land
0	Kennedy & Graven, Chartered	101-41610-410-43040	184.00	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	601-49430-000-43040	129.90	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,231.10	FA105-00495 Hometown Credit Union Lot Combination
Kennedy & Graven, Chartered			21,514.60	
0	KRIS Engineering Inc	101-43121-430-42210	6,719.33	Cutting Edges/Curb Runners for Plows
KRIS Engineering Inc			6,719.33	
179244	LaCanne's Marine Inc	431-42220-420-45400	50,605.00	2024 Polaris Ranger UTV
LaCanne's Marine Inc			50,605.00	
0	Lerner Publishing Group	101-45500-450-42190	920.05	Books
0	Lerner Publishing Group	101-45500-450-42190	35.98	Books
Lerner Publishing Group			956.03	
0	Locators and Supplies Inc	101-43121-430-42170	114.55	Safety Jacket
Locators and Supplies Inc			114.55	
179245	Loffler Companies Inc	101-42124-420-44160	165.50	Black & White/Color Copies

Check Numbe	Last Name	Acct 1	Amount	Description
179245	Loffler Companies Inc	101-42110-420-42020	137.08	Toner
179245	Loffler Companies Inc	101-42110-420-42020	-137.08	CREDIT / Defective Toner
179245	Loffler Companies Inc	101-41800-410-44045	11.46	HR Print Fee
179245	Loffler Companies Inc	101-41510-410-44045	17.33	Finance Print Fee
179245	Loffler Companies Inc	101-45126-450-44045	0.07	Washington Rec Center Print Fee
179245	Loffler Companies Inc	902-00000-000-23935	231.69	Loffler Print Subscription
179245	Loffler Companies Inc	240-46210-460-44045	198.61	Community & Economic Development Print Fee
179245	Loffler Companies Inc	101-43110-430-44045	0.02	Public Works Department Print Fee
179245	Loffler Companies Inc	902-00000-000-23935	-231.69	Loffler Print Subscription
179245	Loffler Companies Inc	101-43126-430-44045	0.99	Public Works Maintenance Shop Print Fee
179245	Loffler Companies Inc	101-45200-450-44045	0.07	Parks Print Fee
179245	Loffler Companies Inc	602-49450-000-44045	0.81	Utilities Desk in Back Print Fee
179245	Loffler Companies Inc	101-43121-430-44045	0.48	Sign Shop Print Fee
179245	Loffler Companies Inc	101-41320-410-44045	1.85	Administration Print Fee
Loffler Companies Inc			397.19	
179246	Lube-Tech & Partners LLC	101-45200-450-42130	208.78	Diesel Exhaust Fluid for Stock
179246	Lube-Tech & Partners LLC	101-42123-420-42130	104.40	Diesel Exhaust Fluid for Stock
179246	Lube-Tech & Partners LLC	601-49430-000-42130	156.60	Diesel Exhaust Fluid for Stock
179246	Lube-Tech & Partners LLC	602-49450-000-42130	156.60	Diesel Exhaust Fluid for Stock
179246	Lube-Tech & Partners LLC	101-43121-430-42130	417.59	Diesel Exhaust Fluid for Stock
Lube-Tech & Partners LLC			1,043.97	
0	MacQueen Equipment LLC	101-42220-420-42110	123.32	MSA Mask Cleaner
0	MacQueen Equipment LLC	101-42220-420-42170	719.36	MSA Head Harness
0	MacQueen Equipment LLC	602-49450-000-42210	62.52	Plugs
MacQueen Equipment LLC			905.20	
179199	Madison National Life Insurance Co Inc	101-00000-000-21711	23.19	T Muchow LTD
179199	Madison National Life Insurance Co Inc	101-00000-000-21711	0.99	T Murray LTD
179199	Madison National Life Insurance Co Inc	101-00000-000-21711	19.04	S Schatz LTD
179199	Madison National Life Insurance Co Inc	101-00000-000-21711	76.93	S Breckenridge LTD
179247	Madison National Life Insurance Co Inc	101-00000-000-21711	1,640.81	Long Term Disability
179198	Madison National Life Insurance Co Inc	101-00000-000-21710	3,297.88	Life Insurance - December
179198	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-Time Firefighters Life Insurance
179199	Madison National Life Insurance Co Inc	101-00000-000-21711	10.07	L Anderson-Spieker LTD
Madison National Life Insurance Co Inc			5,140.43	
179248	Martin A Windows LLC	101-43121-430-43090	1,637.50	Landscape Maintenance

Check Numbe	Last Name	Acct 1	Amount	Description
179248	Martin A Windows LLC	101-45200-450-43090	1,637.50	Landscaping Maintenance
	Martin A Windows LLC		3,275.00	
0	Martin Marietta Materials Inc	601-49430-000-42240	422.90	Asphalt
	Martin Marietta Materials Inc		422.90	
179249	Meisner Roofing & Building Maintenance Inc	101-43121-430-44010	204.43	Roof Survey
179249	Meisner Roofing & Building Maintenance Inc	602-49450-000-44010	21.28	Roof Survey
179249	Meisner Roofing & Building Maintenance Inc	101-45126-450-44010	475.00	Repair Roof at Washington Rec Center
179249	Meisner Roofing & Building Maintenance Inc	603-49500-000-44010	3.01	Roof Survey
179249	Meisner Roofing & Building Maintenance Inc	601-49430-000-44010	21.28	Roof Survey
	Meisner Roofing & Building Maintenance Inc		725.00	
179250	Menards	101-45200-450-42110	99.50	Marking Posts
179250	Menards	601-49430-000-42110	2,256.66	Softener Salt WTP
	Menards		2,356.16	
0	Midwest Tape LLC	101-45500-450-42192	104.44	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	13.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	212.95	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	20.24	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	155.23	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	64.45	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	59.97	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	204.95	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	67.48	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	223.94	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	15.19	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	76.71	Audio/Visual
	Midwest Tape LLC		1,219.54	
179251	Midwest Tree LLC	101-45200-450-43090	3,500.00	Tree and Stump Removal-Library and River Trails Park
	Midwest Tree LLC		3,500.00	
179252	Minnesota Ag Power Inc	101-43121-430-42210	-50.00	Alternator Core Credit - Street #317
179252	Minnesota Ag Power Inc	602-49480-000-42210	254.20	Tractor Hydraulic Coupling
179252	Minnesota Ag Power Inc	602-49480-000-42210	-88.64	Tractor Coupler

Check Numbe	Last Name	Acct 1	Amount	Description
	Minnesota Ag Power Inc		115.56	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00523.11.2023 Child Support
	Minnesota Child Support Payment Center		711.11	
179253	Minnesota Department of Health	101-00000-000-15500	805.00	Aquatic Center State License 2024
179254	Minnesota Department of Health	101-00000-000-15500	520.00	Indoor Pool State License 2024
	Minnesota Department of Health		1,325.00	
179255	Minnesota Department of Natural Resources	601-49430-000-45300	293.00	2023-09 License for Utility to Cross Public Waters
	Minnesota Department of Natural Resources		293.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,558.20	PR Batch 00523.11.2023 State Income Tax
	Minnesota Department of Revenue		17,558.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	456.50	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	495.22	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	144.98	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,766.60	
179200	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00523.11.2023 Mission Square
	Mission Square 303492		50.00	
0	Money Movers Inc	101-45110-450-43090	12.00	Insurance Reimbursement Fees
	Money Movers Inc		12.00	
0	Motor Parts & Equipment Corp	101-42121-420-42210	-18.67	CREDIT: Invoice 952444 - Panel Filter
0	Motor Parts & Equipment Corp	603-49500-000-42210	7.44	License Plate Holder
0	Motor Parts & Equipment Corp	101-43121-430-42210	12.49	Self Etching Primer - Street #107
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.98	Wheel Flap Disc - Street #110
0	Motor Parts & Equipment Corp	603-49500-000-42210	16.49	Pin Clip
0	Motor Parts & Equipment Corp	602-49480-000-42130	3.79	Pump Oil

Check Numbe	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	602-49480-000-42130	39.25	Pump Oil
0	Motor Parts & Equipment Corp	101-43121-430-42210	35.94	Fluid and Panel Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	17.97	Fluid and Panel Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	13.48	Fluid and Panel Filters for Stock
0	Motor Parts & Equipment Corp	603-49500-000-42210	4.58	Ring Terminal
0	Motor Parts & Equipment Corp	101-42123-420-42210	8.99	Fluid and Panel Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	13.48	Fluid and Panel Filters for Stock
0	Motor Parts & Equipment Corp	603-49500-000-42110	11.29	Paint
0	Motor Parts & Equipment Corp	101-43126-430-42110	100.99	Toggle Switch Kit
0	Motor Parts & Equipment Corp	602-49450-000-42210	10.44	Washer Nozzle Truck 1
0	Motor Parts & Equipment Corp	101-43126-430-42410	20.99	Pipe Thread Tap
0	Motor Parts & Equipment Corp	602-49480-000-42210	81.86	Fuel Filter/Washer Nozzle
0	Motor Parts & Equipment Corp	101-45200-450-42210	28.25	Oil Filter & Seals
	Motor Parts & Equipment Corp		420.03	
179256	Mulder The Estate of David	601-00000-000-20200	2.06	Refund Check 005299-000, 926 2 St SW
	Mulder The Estate of David		2.06	
179201	NCPERS Group Life Insur	101-00000-000-21710	176.00	PR Batch 00523.11.2023 PERA Life Insurance
179201	NCPERS Group Life Insur	101-00000-000-21710	16.00	L Anderson-Spieker NCPERS Life Ins
	NCPERS Group Life Insur		192.00	
0	Northern Safety Company Inc	101-45200-450-42170	186.30	Leather Safety Gloves
	Northern Safety Company Inc		186.30	
0	Northern Safety Technology Inc	101-43121-430-42210	70.76	Traffic Advisor Strobe Bulbs - Street #294
	Northern Safety Technology Inc		70.76	
0	On Target A & M Inc	601-49430-000-43090	283.94	Utility Bills - November
0	On Target A & M Inc	603-49500-000-43090	283.94	Utility Bills - November
0	On Target A & M Inc	602-49480-000-43090	283.94	Utility Bills - November
	On Target A & M Inc		851.82	
0	Orchard Trust Company	101-00000-000-21706	2,507.00	PR Batch 00523.11.2023 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	9,076.00	PR Batch 00523.11.2023 MN Deferred Comp

Check Numbe	Last Name	Acct 1	Amount	Description
	Orchard Trust Company		11,583.00	
0	Paape Companies Inc	101-45500-450-44010	881.39	Boiler Maintenance and Repair
0	Paape Companies Inc	101-43121-430-44010	822.82	HVAC Repairs
0	Paape Companies Inc	101-41940-410-44010	110.00	Repair Air Handling Unit at City Hall
0	Paape Companies Inc	101-41940-410-44010	236.50	Repair Air Handling Unit at City Hall
0	Paape Companies Inc	101-45122-450-44010	55.00	Repair Air Handling Unit
0	Paape Companies Inc	603-49500-000-44010	12.18	HVAC Repairs
0	Paape Companies Inc	601-49430-000-44010	85.63	HVAC Repairs
0	Paape Companies Inc	602-49450-000-44010	85.63	HVAC Repairs
	Paape Companies Inc		2,289.15	
0	Papenfus Ronnie	101-43121-430-42210	244.49	Cutting Edge Angle/Flat Iron-Streets
	Papenfus Ronnie		244.49	
0	Peanasky Paul	101-45110-450-43310	21.49	Meal - SMRPA Meeting
	Peanasky Paul		21.49	
179257	Petty Cash	101-42110-420-43090	9.00	Dennis Cleland - Sharpened Paper Cutter
	Petty Cash		9.00	
0	Popp Binding & Laminating Inc	101-45110-450-42010	198.26	Laminating Pouches
	Popp Binding & Laminating Inc		198.26	
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00523.11.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00523.11.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	17,567.11	PR Batch 00523.11.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	20,269.75	PR Batch 00523.11.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,569.60	PR Batch 00523.11.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	27,854.42	PR Batch 00523.11.2023 PERA Police & Fire
	Public Employees Retirement Association		84,849.22	
0	Pump & Meter Service, Inc	603-49500-000-44010	8.19	Fuel System Maintenance
0	Pump & Meter Service, Inc	101-43121-430-44010	553.99	Fuel System Maintenance
0	Pump & Meter Service, Inc	602-49450-000-44010	57.66	Fuel System Maintenance
0	Pump & Meter Service, Inc	601-49430-000-44010	57.66	Fuel System Maintenance

Check Numbe	Last Name	Acct 1	Amount	Description
	Pump & Meter Service, Inc		677.50	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
	Quality Aviation Inc		3,500.00	
179258	Restoration Services, Inc	437-42210-420-45200	5,410.00	Masonry Repairs Inside Tower
	Restoration Services, Inc		5,410.00	
179259	Rice County	873-49499-000-44371	8,010.29	Roberds Lake Sewer Collected - October
	Rice County		8,010.29	
0	Rice County Property Tax & Elections	401-43121-430-45300	1,013.04	18.36.2.01.041 Property Taxes 2023-15
	Rice County Property Tax & Elections		1,013.04	
179260	Rice County Recorder	101-41910-410-43520	46.00	Recording for HTCUC
179260	Rice County Recorder	101-41910-410-43520	102.00	Recording of Resolution and Plat
179261	Rice County Recorder	101-45110-450-44390	20.00	Fee to Register Notary Public Signature D Hansen
	Rice County Recorder		168.00	
179262	Rick Cashin Construction Inc	601-00000-000-20200	198.96	Refund Check 006940-072, 2055 13 St NW
	Rick Cashin Construction Inc		198.96	
0	Ronco Engineering Sales	101-43126-430-42110	59.76	Hydraulic Coupler Stock - Shop
	Ronco Engineering Sales		59.76	
179263	Rosen Publishing Group The	101-45500-450-42190	1,463.26	Books
	Rosen Publishing Group The		1,463.26	
179264	Rotary Club of Faribault	101-42110-420-44330	375.00	Rotary Dues / B Gliem
	Rotary Club of Faribault		375.00	
0	Ryan Contracting Co.	472-43121-430-45300	320,131.65	2023-04 Pay Req 5

Check Numbe	Last Name	Acct 1	Amount	Description
	Ryan Contracting Co.		320,131.65	
179265	S.J. Electro Systems LLC	602-49480-000-43090	1,394.00	Aeration Programming
	S.J. Electro Systems LLC		1,394.00	
0	Safe-Fast, Inc.	602-49480-000-42170	884.80	Safety Shirts
	Safe-Fast, Inc.		884.80	
0	Sakatah Carvers LLC	101-42400-420-42110	85.74	Name Signs
	Sakatah Carvers LLC		85.74	
0	Sanco Equipment LLC	101-45200-450-42210	67.74	Wheel Studs/Nuts
	Sanco Equipment LLC		67.74	
0	Schak Allison	101-42123-420-43310	30.00	Lunch / Female Enforcer Training
	Schak Allison		30.00	
179266	Scheibe Jean	601-00000-000-20200	3.87	Refund Check 019672-000, 8 Aspen Ct
	Scheibe Jean		3.87	
0	Selco	101-45500-450-42030	113.00	Barcodes
0	Selco	101-45500-450-42190	17.59	Book
	Selco		130.59	
0	SHI International Corp	101-41580-410-42020	31.64	Ipad Screen Protectors
	SHI International Corp		31.64	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
0	Skyline Salt Solutions	101-43125-430-42160	5,986.62	Salt

Check Numbe	Last Name	Acct 1	Amount	Description
	Skyline Salt Solutions		5,986.62	
0	Sophos Payment Resources	101-41580-410-43095	960.00	Sophos Subscription
	Sophos Payment Resources		960.00	
179267	Star Sports & Apparel LLC	101-45500-450-42010	10.00	Name Tag
179267	Star Sports & Apparel LLC	101-43190-430-42110	15.00	Name Plate S Schatz
	Star Sports & Apparel LLC		25.00	
179268	Steele Waseca Coop Electric	225-49810-430-43810	59.88	20891-Airport New Hangar
179268	Steele Waseca Coop Electric	225-49810-430-43810	62.75	41901-Airport
179268	Steele Waseca Coop Electric	101-43160-430-43810	97.60	27205-Airtech Park
179268	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41927-Airport
179268	Steele Waseca Coop Electric	225-49810-430-43810	178.35	1018611-Hangar 910K
179268	Steele Waseca Coop Electric	225-49810-430-43810	7.97	1077021-Security Hangar 2
179268	Steele Waseca Coop Electric	225-49810-430-43810	612.61	23947-Airport 10
179268	Steele Waseca Coop Electric	902-00000-000-23935	1,998.23	Monthly Charges-October
179268	Steele Waseca Coop Electric	601-49430-000-43810	62.28	1116570-Water Tower-Met Con Way
179268	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
179268	Steele Waseca Coop Electric	225-49810-430-43810	406.03	41875-Airport S Hangars
179268	Steele Waseca Coop Electric	602-49450-000-43810	234.80	30493-Lift Station
179268	Steele Waseca Coop Electric	602-49450-000-43810	80.46	1089247-Lift Station-15625 Acorn Trl
179268	Steele Waseca Coop Electric	225-49810-430-43810	35.33	1018624-Hangar 910J
179268	Steele Waseca Coop Electric	101-43160-430-43810	60.70	32089-Highway 21 Lights
179268	Steele Waseca Coop Electric	225-49810-430-43810	51.38	32094-Airport
179268	Steele Waseca Coop Electric	902-00000-000-23935	-1,998.23	Monthly Charges-October
179268	Steele Waseca Coop Electric	225-49810-430-43810	32.15	1017445-2011 T-Hangar
179268	Steele Waseca Coop Electric	225-49810-430-43810	7.97	41926-Airport
	Steele Waseca Coop Electric		2,060.51	
179269	Strobel Timothy & Lori	601-00000-000-20200	0.57	Refund Check 008670-000, 1315 2 Ave NW
	Strobel Timothy & Lori		0.57	
0	Strodtman Jill	101-45110-450-43310	86.46	Mileage Reimbursement - MRPA Conference
0	Strodtman Jill	101-45110-450-43310	16.87	Meal Reimbursement - SMRPA Meeting
	Strodtman Jill		103.33	

Check Numbe	Last Name	Acct 1	Amount	Description
179270	TCR Enterprises Inc	437-45500-450-45300	48,160.00	Masonry Work for Outside Front Stairs
	TCR Enterprises Inc		48,160.00	
179271	The UPS Store	601-49430-000-43250	21.98	Shipping for Gas Detector Repair
	The UPS Store		21.98	
179272	Thomas Brian & Teresa	601-00000-000-20200	219.76	Refund Check 016683-003, 2514 Hulett Ave
	Thomas Brian & Teresa		219.76	
179273	Thomson Reuters - West	101-42121-420-43090	500.01	Clear Database
	Thomson Reuters - West		500.01	
179274	TK Elevator Corp	101-42110-420-44010	1,357.06	Elevator Inspection
	TK Elevator Corp		1,357.06	
179275	T-Mobile	101-45500-450-43096	204.69	Hot Spots
	T-Mobile		204.69	
179276	Tom's Lock & Key, LLC	601-49430-000-42110	18.00	Extra Keys
179276	Tom's Lock & Key, LLC	601-49430-000-42230	175.15	Lock Set Water Tower
179276	Tom's Lock & Key, LLC	601-49430-000-44010	90.00	Install Lockset Water Tower
	Tom's Lock & Key, LLC		283.15	
0	Towmaster	101-43121-430-42210	119.07	Sander Motor Coupler Stock - Streets
0	Towmaster	101-43121-430-42210	89.36	Sander Motor Coupler - Street #110
	Towmaster		208.43	
179277	Trahan Cassie	601-00000-000-20200	119.09	Refund Check 024686-000, 21 22 Ave NW
	Trahan Cassie		119.09	
179278	Truck Center Companies East LLC	101-43121-430-42210	3.31	Brass Air Line Fitting - Street #110
179278	Truck Center Companies East LLC	101-43121-430-42210	146.89	Air Tank Drain Valve & Line/Safety Relief Valve - Street #110

Check Numbe	Last Name	Acct 1	Amount	Description
	Truck Center Companies East LLC		150.20	
0	Ultimate Safety Concepts Inc	101-42220-420-42410	4,739.35	Sensit Gold 4-Gas Monitors
0	Ultimate Safety Concepts Inc	101-42220-420-42410	192.81	Tool Mount
	Ultimate Safety Concepts Inc		4,932.16	
179279	Wal-Mart	101-45122-450-42410	-159.00	Return Vacuum
179279	Wal-Mart	101-45122-450-42110	21.55	Coloring Books
179279	Wal-Mart	101-45122-450-42410	159.00	Vacuum
179279	Wal-Mart	101-42210-420-42230	71.96	Face Tissue / Lysol / Bathroom Cleaner
179279	Wal-Mart	101-45200-450-42110	17.97	Wall Clock
179279	Wal-Mart	101-45122-450-42110	31.45	Ribbon - Snow - Lights - Creamer
	Wal-Mart		142.93	
179280	Waste Management of WI-MN	225-49810-430-43840	117.75	Aiport 3401 Hwy 21 W
179280	Waste Management of WI-MN	101-45200-450-43840	379.20	Central Avenue Refuse Disposal 10/1/23-10/31/23
179280	Waste Management of WI-MN	101-45122-450-43840	108.68	Community Center 15 Division St W
179280	Waste Management of WI-MN	101-45125-450-43840	442.07	Aquatic Center 1820 2nd Ave NW
179280	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office 26 3rd St NE
179280	Waste Management of WI-MN	902-00000-000-23935	-4,612.85	Service 10/01/2023-10/31/2023
179280	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
179280	Waste Management of WI-MN	101-45126-450-43840	49.25	Washington Rec Center 117 Shumway
179280	Waste Management of WI-MN	101-42210-420-43840	107.75	Fire 122 2nd St NW
179280	Waste Management of WI-MN	602-49450-000-43840	73.30	PW Facility 1200 Belview Trl
179280	Waste Management of WI-MN	902-00000-000-23935	4,612.85	Service 10/01/2023-10/31/2023
179280	Waste Management of WI-MN	101-45127-450-43840	87.75	Soccer Field 704 17th St SW
179280	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
179280	Waste Management of WI-MN	101-45200-450-43840	795.60	North Alexander Park 1810 2nd Ave NW
179280	Waste Management of WI-MN	602-49480-000-43840	1,479.47	Wastewater Facility 214 14th St NE
179280	Waste Management of WI-MN	101-45500-450-43840	108.68	Buckham Center 11 Division St E
179280	Waste Management of WI-MN	101-43121-430-43840	704.32	PW Facility 1200 Belview Trl
179280	Waste Management of WI-MN	101-45200-450-43840	87.75	TeePee Tonka 10 3rd St NE
179280	Waste Management of WI-MN	101-42110-420-43840	112.75	Police 25 4th St NW
179280	Waste Management of WI-MN	603-49500-000-43840	10.42	PW Facility 1200 Belview Trl
179280	Waste Management of WI-MN	601-49430-000-43840	73.30	PW Facility 1200 Belview Trl
	Waste Management of WI-MN		4,992.05	
179281	Weidt Nancy R	601-00000-000-20200	5.44	Refund Check 005527-000, 210 3 Ave SW

Check Numbe	Last Name	Acct 1	Amount	Description
	Weidt Nancy R		5.44	
0	WSB & Associates Inc	601-49430-000-43090	461.92	GIS Consulting Service
0	WSB & Associates Inc	602-49450-000-43090	461.92	GIS Consulting Service
0	WSB & Associates Inc	603-49500-000-43090	461.91	GIS Consulting Service
	WSB & Associates Inc		1,385.75	
179282	Xcel Energy	101-43160-430-43810	91.00	51-0014280233-0 - 201 30th St NW Lighting
179282	Xcel Energy	101-43160-430-43810	20.90	51-5358630-4 - 45 State Ave Lighting
179282	Xcel Energy	101-45200-450-43810	20.16	304850239 Tee Pee Tonka Park Tunnel
179282	Xcel Energy	101-43121-430-43830	1,428.14	304051816 1200 Belview Trl
179282	Xcel Energy	101-43121-430-43810	3,845.26	304051816 1200 Belview Trl
179282	Xcel Energy	603-49500-000-43830	21.13	304051816 1200 Belview Trl
179282	Xcel Energy	101-45500-450-43810	1,858.32	302342287 11 Division St E
179282	Xcel Energy	602-49450-000-43830	20.00	302458578 828 8 Ave NW Park Shop
179282	Xcel Energy	601-49430-000-43810	51.27	304872579 812 8 Ave NW-WTP
179282	Xcel Energy	225-49810-430-43830	37.80	304268037 Hangar 910A - City
179282	Xcel Energy	602-49450-000-43810	25.00	303333605 410 Frink Ave Lift Station
179282	Xcel Energy	101-45126-450-43830	982.31	302971175 117 Shumway Washington Center
179282	Xcel Energy	101-45200-450-43810	33.79	303510224 Central Park Band Stand
179282	Xcel Energy	101-43160-430-43810	298.22	304157645 3305 Highway 60
179282	Xcel Energy	101-43160-430-43810	177.45	304850220 720 4 St NW Street Light Feed Point
179282	Xcel Energy	602-49480-000-43810	17,804.72	304239286 214 14th St NE
179282	Xcel Energy	101-41940-410-43810	1,899.97	303683323 208 1 Ave NW
179282	Xcel Energy	101-45122-450-43830	627.44	302342287 Boiler Heat Line 30%
179282	Xcel Energy	101-45200-450-43810	41.33	302321102 1000 7 Ave SW-S Alex Sec
179282	Xcel Energy	602-49480-000-43810	-96.40	Non-Recurring Charges/Credit
179282	Xcel Energy	602-49450-000-43810	400.19	304051816 1200 Belview Trl
179282	Xcel Energy	101-45200-450-43810	27.03	175957 500 Maple Lawn Cartway
179282	Xcel Energy	101-45200-450-43810	35.17	303659432 618 9 Ave SW Sledding Hill
179282	Xcel Energy	101-43170-430-43810	132.25	302525247 4050 Hwy 60 W
179282	Xcel Energy	602-49450-000-43810	18.37	302794134 98 3 Ave NW Viaduct Lift Station
179282	Xcel Energy	101-45500-450-43810	150.70	302342287 11 Division St E
179282	Xcel Energy	101-45200-450-43810	210.12	304428352 601 1st Ave NE Fleckenstein Bluffs Park
179282	Xcel Energy	602-49480-000-43830	3,438.78	302858086 214 14 St NE
179282	Xcel Energy	101-45122-450-43810	35.91	154794 16 Central Ave
179282	Xcel Energy	101-45200-450-43810	35.17	303920032 540 2nd Ave NW
179282	Xcel Energy	101-43160-430-43810	155.60	303661815 495 Heritage Pl
179282	Xcel Energy	101-42500-420-43810	4.13	154013 1851 220 St E CD Siren
179282	Xcel Energy	602-49450-000-43810	32.81	303670994 1090 Cannon Circle Lift Station
179282	Xcel Energy	101-45200-450-43830	68.77	304017445 900 Lyndale Ave N

Check Numbe	Last Name	Acct 1	Amount	Description
179282	Xcel Energy	902-00000-000-23935	77,718.13	Electricity Bill-October
179282	Xcel Energy	101-45500-450-43830	1,464.04	302342287 11 Division St E 70%
179282	Xcel Energy	902-00000-000-23935	-77,718.13	Electricity Bill-October
179282	Xcel Energy	101-43160-430-43810	43.50	305051521 New Bridge Lights 2nd Ave Bridge
179282	Xcel Energy	101-45125-450-43810	444.94	303727721 1830 2 Ave NW Aquatic Center
179282	Xcel Energy	101-43160-430-43810	131.91	304882766 17 3rd St NE Unit Street Light
179282	Xcel Energy	225-49810-430-43830	242.18	304924581 3401 Hwy 21 W
179282	Xcel Energy	101-45200-450-43810	41.61	302261595 920 9 Ave SW
179282	Xcel Energy	101-43160-430-43810	35.17	303328788 1600 30 St NW
179282	Xcel Energy	101-45200-450-43810	98.36	304017445 900 Lyndale Ave N
179282	Xcel Energy	101-43160-430-43810	79.92	304850223 415/430 2 Ave NW-2 Ave Signal System
179282	Xcel Energy	101-42210-420-43810	-200.85	302527702 122 2 St NW Fire Hall
179282	Xcel Energy	101-41940-410-43830	382.35	303640982 208 1 Ave NW City Hall
179282	Xcel Energy	101-42500-420-43810	8.58	164184 930 4th CD Siren
179282	Xcel Energy	225-49810-430-43830	20.00	302414965 3401 Hwy 21 W
179282	Xcel Energy	101-43160-430-43810	81.06	304850221 419 8 Ave NW-8 Ave Signal System
179282	Xcel Energy	101-45200-450-43810	43.91	302165394 415 2nd Ave SW Wapacuta Pk
179282	Xcel Energy	601-49430-000-43810	6,494.70	303929972 1904 Fairground Dr
179282	Xcel Energy	601-49430-000-43810	400.19	304051816 1200 Belview Trl
179282	Xcel Energy	101-45200-450-43830	30.87	302627100 Jefferson Warming House
179282	Xcel Energy	101-45500-450-43810	20.64	302342287 11 Division St E Security
179282	Xcel Energy	101-43170-430-43810	58.13	304131503 2200 30th St NW
179282	Xcel Energy	101-42500-420-43810	38.14	304214955 930 4th Ave NW Siren
179282	Xcel Energy	101-45126-450-43810	4.50	303373970 117 Shumway Load Profile
179282	Xcel Energy	601-49430-000-43810	6,094.63	302568990 410 Alexander Park Well #5
179282	Xcel Energy	101-45200-450-43810	568.83	302576466 1815 Alexander Dr
179282	Xcel Energy	225-49810-430-43830	30.07	304268056 Hangar 910G - Rental
179282	Xcel Energy	101-45122-450-43810	1,525.45	302825421 19 Division St W
179282	Xcel Energy	101-42110-420-43810	4,586.96	303688424 25 4th St NW
179282	Xcel Energy	101-42500-420-43810	4.13	178539 2613A Hulett Court
179282	Xcel Energy	601-49430-000-43810	7,657.47	303329691 824 7 St NW Pump Water
179282	Xcel Energy	601-49430-000-43830	456.34	304914908 812 8 Ave NW Bldg B-WTP
179282	Xcel Energy	225-49810-430-43830	47.87	304268058 Hangar 910B - City
179282	Xcel Energy	101-43170-430-43810	191.01	303453265 1500 7 St NW Signal Light
179282	Xcel Energy	101-43160-430-43810	-241.20	302767481 210 3 St NE St Light HP
179282	Xcel Energy	101-43160-430-43810	238.42	304850219 218 3 St NW/129 4 St NW Street Light
179282	Xcel Energy	101-42110-420-43830	796.14	303688424 25 4th St NW
179282	Xcel Energy	602-49480-000-43810	35.17	302940983 502 3rd Ave NW
179282	Xcel Energy	101-42500-420-43810	8.58	146104 920 9 Ave SW CD Siren
179282	Xcel Energy	602-49450-000-43810	29.88	302412146 1901 7 St NW Lift Station
179282	Xcel Energy	101-43160-430-43810	66.68	304116510 1904 Grant St NW
179282	Xcel Energy	101-43170-430-43810	93.95	303446090 1418 Division St W Signal Light
179282	Xcel Energy	101-43170-430-43810	135.36	302531059 103 3 St NE Signal Light

Check Numbe	Last Name	Acct 1	Amount	Description
179282	Xcel Energy	101-45122-450-43830	588.72	303402179 16 Central Ave
179282	Xcel Energy	101-43160-430-43810	112.94	304886692 1190 60 W Street Light
179282	Xcel Energy	601-49430-000-43830	148.63	304051816 1200 Belview Trl
179282	Xcel Energy	101-43160-430-43810	64.40	304116511 800 Lyndale Ave S
179282	Xcel Energy	601-49430-000-43810	925.09	302814303 1217 Parshall Reservoir #2
179282	Xcel Energy	101-43160-430-43810	35.17	304087990 510 2 Ave NW Carnival
179282	Xcel Energy	101-45200-450-43810	19.84	303683055 100 TP Tonka Security
179282	Xcel Energy	602-49450-000-43810	42.38	302346525 3030 Hwy 60 W Lift Station
179282	Xcel Energy	101-43160-430-43810	62.55	304850224 402 Central-Central Ave Signal System
179282	Xcel Energy	101-43170-430-43810	293.53	303396625 27 Division St E Signal Light
179282	Xcel Energy	101-43170-430-43810	8.58	156258 117 Shumway CD Siren
179282	Xcel Energy	602-49450-000-43830	148.63	304051816 1200 Belview Trl
179282	Xcel Energy	601-49430-000-43810	2,333.08	302969048 350 Alexander Park Well #6
179282	Xcel Energy	602-49450-000-43810	45.73	303203605 319 Lind St Lift Station
179282	Xcel Energy	602-49450-000-43810	35.88	302772185 1150 Willow Lift Station
179282	Xcel Energy	602-49450-000-43810	56.30	302976387 1301 Willow St Lift Station
179282	Xcel Energy	101-45126-450-43810	19.86	171746 117 Shumway Lighting
179282	Xcel Energy	101-45125-450-43830	26.19	303727721 1830 2 Ave NW Aquatic Center
179282	Xcel Energy	602-49450-000-43810	43.43	305211022 140 Riverchase Ct Lift Station
179282	Xcel Energy	602-49450-000-43810	44.89	304801551 1321 Matteson St-Lift Station
179282	Xcel Energy	601-49430-000-43830	77.28	302971552 824 7th St NW Water Works
179282	Xcel Energy	603-49500-000-43810	56.90	304051816 1200 Belview Trl
179282	Xcel Energy	101-45200-450-43810	146.24	303239611 Sr High Tennis Courts
179282	Xcel Energy	101-45126-450-43810	45.17	302492805 117 Shumway Washington Center
179282	Xcel Energy	101-43160-430-43810	149.26	304157632 1602 2nd Ave NW
179282	Xcel Energy	101-42110-420-43830	160.23	303877775 11 20th St NW Evidence Garage
179282	Xcel Energy	101-43170-430-43810	102.63	303691980 2219 Grant St Light
179282	Xcel Energy	101-45200-450-43810	48.09	303683055 100 Tee Pee Tonka Park
179282	Xcel Energy	101-45200-450-43810	45.73	304915622 705 3 Ave NW-Wapacuta Park Shelter
179282	Xcel Energy	101-45127-450-43810	98.23	304160080 705 17th St SW
179282	Xcel Energy	101-42500-420-43810	46.63	303930334 Fairgrounds/300 Western
179282	Xcel Energy	101-43160-430-43810	49.27	304116512 1000 Lyndale Ave S
179282	Xcel Energy	101-42500-420-43810	4.13	167157 1203 Parshall St
179282	Xcel Energy	101-45122-450-43810	4,257.47	303273787 15 Central Ave Load Profile
179282	Xcel Energy	101-43160-430-43810	80.22	304850222 328 4 St NW-4 Ave NW Signal System
179282	Xcel Energy	101-42210-420-43830	690.29	302350193 122 2 St NW Fire Hall
179282	Xcel Energy	101-42110-420-43810	494.04	303877775 11 20th St NW Evidence Garage
179282	Xcel Energy	101-43160-430-43810	63.99	51-0297296-3 - 1990A Lyndale Ave N
	Xcel Energy		77,894.02	
0	Zarnoth Brush Works Inc	101-43121-430-42210	3,038.00	Sweeper Brooms

Check Numbe	Last Name	Acct 1	Amount	Description
	Zarnoth Brush Works Inc		3,038.00	
0	Ziegler Inc	602-49480-000-44040	473.70	Generator Service
	Ziegler Inc		473.70	
			1,522,703.38	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Approve Fireworks Display Application from RES Specialty Pyrotechnics Inc.

Background:

City Staff received an application for display of fireworks/pyrotechnic special events from RES Specialty Pyrotechnics Inc. on behalf of the Faribault Area Chamber of Commerce and Tourism for an event on December 2, 2023 at about 5:30 pm at 125 1st Ave NE.

The application has been reviewed and approved by the Fire Chief and a review of their insurance has been completed and approved by the City Attorney.

Recommendation:

Approve Fireworks Application

Attachments:

1. Fireworks Display Application
2. Faribault Holiday Shoot Site

APPLICATION FOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS

Applicant instructions:

This application must be completed and returned at least 15 days prior to date of display.

Name of applicant (Sponsoring Organization): Faribault Area Chamber of Commerce and Tourism

Address of applicant: 530 Wilson Avenue, Faribault, MN 55021

Name of authorized agent of applicant: RES Specialty Pyrotechnics Inc.

Address of agent: 21595 286th Street, Belle Plaine, MN 56011

Telephone number of agent: 952-873-3113

Date of display: Saturday, December 02, 2023 **Time of display:** Approx. 5:30 PM

Location of display: 125 1st Ave NE, Faribault, MN 55021

Manner and place of storage of fireworks/pyrotechnic special effects prior to display: N/A - Delivered Day of Show.

Type & number of fireworks/pyrotechnic special effects to be discharged: (16) Multi-Shot Cakes

Minnesota State law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

Name of supervising operator: Alan McNellis

Certificate #: O-0999

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of applicant (or agent):  **Date of application:** November 13, 2023

Required attachments: The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in the amount of at least \$1,000,000.00
2. A diagram of the grounds, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

Signature of fire chief/county sheriff: _____ **Date:** _____

Signature of issuing authority: _____ **Date:** _____

Faribault Holiday
December 2, 2023

Maximum Shell Size: 2.5"
NFA 1123 Fallout Zone Radius: 175 ft





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License

Background:

Ann Hofmeister on behalf of the Faribault Minnesota Chapter, Inc has submitted an Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for an event on January 20, 2024 at Faribault Harley Davidson, 2704 W Airport Drive. If approved, Staff will submit the application to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division for final review.

Recommendation:

Approve Temporary Liquor License

Attachments:

1. Faribault Minnesota Chapter Inc - 1-4 Day Application



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

Name of organization		Date of organization	
FACBALT Minnesota Chapter, Inc		5/13/96	
Organization Address (No PO Boxes)	City	State	Zip Code
2704 W Airport Drive	FACBALT	Minnesota	55021
Name of person making application			
Ann M. Hofmeister			
Date(s) of event	Type of organization ☐ Microdistillery ☐ Small Brewer		
1/20/24	☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name	City	State	Zip Code
Ann M Hofmeister	FACBALT	Minnesota	55021
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	
Location where permit will be used. If an outdoor area, describe.			
Indoors at FACBALT Harley-Davidson			

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL	
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT	
City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Approve Hold Harmless and Indemnification Agreement with the Faribault Chamber of Commerce and Tourism and Update to Temporary Liquor License

Background:

On September 12, 2023, the City Council approved a Hold Harmless and Indemnification Agreement with the Faribault Chamber of Commerce and Tourism for their event on December 2, 2023. Since that time, the event location changed to the area of 20-3rd Street NW. Staff have prepared an updated agreement with the new location. The Liquor License has also been updated to show the new location and approved by Alcohol and Gambling Enforcement.

Recommendation:

Approve Hold Harmless and Indemnification Agreement

Attachments:

1. Hold Harmless-Indemnification-Chamber December (1)
2. Updated Chamber of Commerce Temp Liquor License

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this 28th day of November, 2023 by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Faribault Chamber of Commerce and Tourism, 530 Wilson Ave, Faribault, MN.

Recitals

WHEREAS, Faribault Chamber of Commerce and Tourism has been granted a temporary on-sale liquor in the City; and

WHEREAS, Faribault Chamber of Commerce and Tourism has requested that the City allow it to sell intoxicating liquor outdoors at an event being held along 3rd Street NW between Central Avenue NW and 1st Avenue NW on December 2, 2023 from 10:00 am to 11:59 pm (the “Event”); and

WHEREAS, the City has agreed to authorize Faribault Chamber of Commerce and Tourism to sell intoxicating liquor at the Event, subject to Faribault Chamber of Commerce and Tourism providing insurance and assuming liability for its activities associated with the Event, and complying with the specific rules applicable; and

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

AGREEMENT

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

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

**FARIBAULT CHAMBER OF COMMERCE AND
TOURISM**

By: _____
Its: _____



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	
Faribault Area Chamber of Commerce & Tourism		1913	
Organization Address (No PO Boxes)	City	State	Zip Code
530 Wilson Avenue	Faribault	MN	55021
Name of person making application		Business phone	Home phone
Casandra Steeves		5073344381	
Date(s) of event	Type of organization ☐ Microdistillery ☐ Small Brewer		
12/2/2023	☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name	City	State	Zip Code
Casandra Steeves	Faribault	MN	55021
Organization officer's name	City	State	Zip Code
Nort Johnson	Faribault	MN	55021
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.
400 Block Central Avenue

In front of 20 2nd St NW

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
Yes, 401 10th St SW, Faribault, MN 55021

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

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

Faribault
City or County approving the license

\$35-
Fee Amount

Event in conjunction with a community festival ☒ Yes ☐ No

24,420
Current population of city

Heather Slechta
Please Print Name of City Clerk or County Official

9/12/2023
Date Approved

12/21/2023
Permit Date

hslechta@ci.faribault.mn.us
City or County E-mail Address

Heather Slechta
Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 28, 2023
SUBJECT: Approve Hangar Rental Agreement Renewal

Background:

The City has received a renewal for Hangar Rental Agreement #828 for 2024. The lease term is for one year and expires December 31, 2024.

Recommendation:

Approve Hangar Rental Agreement

Attachments:

1. Hangar Rental Agreement - 828

HANGAR RENTAL AGREEMENT

In consideration of the provisions of this agreement, the City grants to the occupant, and the occupant accepts and takes the right to occupy and use a hangar space located at the Faribault Municipal Airport for aircraft storage. The right to occupy and use hangar space is subject to the terms and conditions of the provisions in this agreement.

This hangar rental agreement is made on: November 1, 2023

by and between the City of Faribault, a municipal corporation (the "City") and the occupant set forth in Section 1 of this agreement (the "Occupant");

SECTION 1 – OCCUPANT

- 1.1 Occupant Name: Brian Bristol
Occupant Address: 4241 Chester Court
Webster, MN 55088
Phone: 952-261-4438
E-Mail: BBRISTOL@NUVERAMAIL.NET
Aircraft Registration No. N1737C

Referred to as the "Occupant" in this document.

- 1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.
- 1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

- 2.1 Hangar. This agreement is for Hangar # 828 in Building #5 as identified on the map maintained by the City of Faribault Public Works Department.

- 2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.

It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

- 2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.
- 2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.
- 2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

The city, or its agent, will provide snow removal services to the area of the leased hangar and taxi-ways as close to the leased hangar entrance as possible, but the occupant will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 1200 Belview Trail, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

- 2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.

- 2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, 2024. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.
- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

- 4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.
- 4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.
- 4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.
- 4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

- 5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).
- 5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.
- 5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The

refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

- 5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.
- 5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.
- 5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this 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.

The occupant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City

and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

- 6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.
- 6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.
- 6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.
- 6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.
- 6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real

property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

Occupant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with occupant.

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. 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.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

If to the City:

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

If to the occupant: Brian Bristol
4241 Chester Court
Webster, MN 55088

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

This agreement takes effect when it has been approved by the City Council of the City of Faribault or City Council's designated officer, is signed by occupant, and is accompanied by payment of one month's charges and other information, as provided in the agreement.

The term of this agreement begins on the date indicated: December 1, 2023

CITY OF FARIBAULT:

Dated: _____

By: Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

OCCUPANT:

Dated: 09 NOV 2023

By: Brian P. Bulp
Occupant



Request for Council Action

TO: Mayor and City Council
THROUGH: Charitable Gambling Advisory Board
Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Resolution 2023-200 Authorize Payment as
Recommended by the Charitable Gambling Board
to Buckham West – Faribault Senior Center

Background:

The Charitable Gambling Advisory Board met on November 15, 2023 to review requests for donations. Deb Kauffmann, on behalf of Buckham West Senior Dining, requested \$1,000 to be used towards activities associated with senior dining. The Charitable Gambling Board recommended a donation of \$1,000.

Recommendation:

Approve Resolution 2023-200

Attachments:

1. Resolution 2023-200 Authorize Payment as Recommended by the Charitable Gambling Board to Buckham West

CITY OF FARIBAULT

RESOLUTION #2023-200

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO BUCKHAM WEST – FARIBAULT SENIOR CENTER

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from Buckham West - Faribault Senior Center at their November 15, 2023 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$1,000.00 to use towards expenses associated with the senior dining program; and

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

Date Adopted: November 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Charitable Gambling Advisory Board
Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Resolution 2023-227 Authorize Payment as
Recommended by the Charitable Gambling Board
to the Faribault Foundation

Background:

The Charitable Gambling Advisory Board met on November 15, 2023 to review requests for donations. Ella Bettner and Nichole Bettner on behalf of the Faribault Foundation/No Tummies Left Behind, requested \$1,400 to help feed children on school breaks and weekends through the Community Action Center's Back Program. The Charitable Gambling Board recommended a donation of \$1,400.

Recommendation:

Approve Resolution 2023-227

Attachments:

1. Resolution 2023-227 Authorize Payment as Recommended by the Charitable Gambling Board to Buckham West

CITY OF FARIBAULT

RESOLUTION #2023-227

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO THE FARIBAULT FOUNDATION

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Faribault Foundation on behalf of No Tummies Left Behind at their November 15, 2023 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$1,400.00 to help feed children on school breaks and weekends through the Community Action Center's Back Program; and

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

Date Adopted: November 28, 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 28, 2023
SUBJECT: Resolution 2023-228 Authorize Payment as Recommended by the Charitable Gambling Board to the Rice County Historical Society

Background:

The Charitable Gambling Advisory Board met on November 15, 2023 to review requests for donations. David Nichols, on behalf of the Rice County Historical Society, requested \$23,570 to be used towards costs associated with reconstruction of the front porch of the Alexander Faribault House. The Charitable Gambling Board recommended a donation of \$8,000.

Recommendation:

Approve Resolution 2023-228

Attachments:

1. Resolution 2023-228 Authorize Payment as Recommended by the Charitable Gambling Board to the Rice County Historical Society

CITY OF FARIBAULT

RESOLUTION #2023-228

**AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD
TO THE RICE COUNTY HISTORICAL SOCIETY**

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Rice County Historical Society at their November 15, 2023 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$8,000.00 to be used towards cost associated with reconstruction of the front porch of the Alexander Faribault House; and

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

Date Adopted: November 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Charitable Gambling Advisory Board
Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Resolution 2023-229 Authorize Payment as
Recommended by the Charitable Gambling Board
to the Hope Center

Background:

The Charitable Gambling Advisory Board met on November 15, 2023 to review requests for donations. Erica Staab, on behalf of the Hope Center, requested \$7,200 to be used towards phone and internet services at the Hope Center. The Charitable Gambling Board recommended a donation of \$7,200.

Recommendation:

Approve Resolution 2023-229

Attachments:

1. Resolution 2023-229 Authorize Payment as Recommended by the Charitable Gambling Board to the Hope Center

CITY OF FARIBAULT

RESOLUTION #2023-229

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO THE HOPE CENTER

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Hope Center at their November 15, 2023 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$7,200.00 to use towards phone and internet services; and

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

Date Adopted: November 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Charitable Gambling Advisory Board
Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Resolution 2023-230 Authorize Payment as Recommended by the Charitable Gambling Board to the Chamber Trust

Background:

The Charitable Gambling Advisory Board met on November 15, 2023 to review requests for donations. Nort Johnson, Chamber President on behalf of the Chamber Trust, requested \$20,000 to be used towards costs associated with their Cradle to Careers partnership. The Charitable Gambling Board recommended a donation of \$5,000.

Recommendation:

Approve Resolution 2023-230

Attachments:

1. Resolution 2023-230 Authorize Payment as Recommended by the Charitable Gambling Board to the Chamber Trust

CITY OF FARIBAULT

RESOLUTION #2023-230

**AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD
TO THE CHAMBER TRUST**

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Chamber Trust at their November 15, 2023 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$5,000.00 to be used towards cost associated with their Cradle to Career partnership; and

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

Date Adopted: November 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: November 28, 2023
SUBJECT: Approve the 2023-2024 School Resource Officer (SRO) Contract with Faribault School District #656

Background:

Due to statutory changes during the 2023 Minnesota Legislative Session, considerable legal concern surrounded the placement of contracted School Resource Officers (SROs) within Minnesota schools. This concern, and the resulting clarification from the Minnesota Attorney General's Office, was discussed with the City Council during the September 5th City Council Work Session.

The Faribault Police Department and School District used the delay in signing a contract for the 2023-24 school year to update our existing contract to better reflect the evolution of our relationship and the responsibilities of officers within the schools. The attached contract was reviewed by both City and School District Attorneys and received approval from the Faribault School Board during their November 20, 2023 School Board meeting. Under the terms of the contract, the School District will reimburse the City a total of \$120,863 for SRO services during the 2023-24 school year.

Recommendation:

Approve the 2023-2024 SRO Contract

Attachments:

1. 2023-24 SRO Contract with Faribault Public Schools

**2023-2024 Agreement Between
The City of Faribault**

AND

**Faribault School District #656
For School Resource Officer Services**

This agreement is between the City of Faribault (City) and Faribault School District #656 (School District or District).

Whereas, the City and School District wish to maintain a cooperative working relationship in protecting the safety of all students and staff on school property and all attendees at District sponsored events and activities, and to provide a safe environment for everyone in our community; and

Whereas, the School District and City desire to join in a mutual effort to curb delinquency, crime, and substance use disorder in the community; and

Whereas, Minnesota Statutes, section 126C.44 authorizes the District to contract with the City to have peace officers provide school resource officer, hereinafter referred to as SRO, services; and

Whereas, Minnesota Statutes, section 126C.44 further authorizes the District to levy for an appropriate portion of the costs incurred paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform school resource officer services; and

Now, therefore, in consideration of the City and School District agree as follows:

School Resource Officer Program

A. Definitions. The following definitions apply to this Agreement:

Additional services – services that a peace officer provides; at the District's request, outside the regular hours of SRO service that are described in paragraph four (4) of this Agreement. By way of example, but without limitation, an SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held outside of regularly scheduled hours.

School resource officer or SRO – a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.

SRO Duties – those duties performed by an SRO, as described in Section B of this Agreement.

B. Responsibilities – City

1. *Scope of SRO duties and services* – include, but are not limited to:

- i. Promoting positive behavior on school property;
- ii. Protecting persons who are present on school property or at a school sponsored event or activity;
- iii. Protecting real and personal property;
- iv. Deterring and addressing truancy;
- v. Serving as a role model for students, parents, and community members;
- vi. Serving as a mentor and resource for students;
- vii. Conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
- viii. Visiting and inspecting high delinquency areas on school property;
- ix. Being present and visible on school property and surrounding areas;
- x. Deterring all forms of criminal activity on school property and at school sponsored events and activities;
- xi. Enforcing all criminal laws on school property and at school sponsored events and activities as necessary in the SRO's professional judgement;
- xii. Assisting the School District in developing plans and strategies to prevent and/or minimize dangerous situations and to address other security issues identified by the School District administration, when applicable, a school principal and/or the SRO;
- xiii. Giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address illegal substance use or other potential criminal activity by students;
- xiv. In all matters related to law enforcement actions taken within the school or on school property (including investigations, interviews and searches or confiscation of property related to students), conducting themselves in a manner consistent with relevant federal and state statutes and case law, the standard operating procedures and general orders of their department, their professional judgement, and the board-adopted policies and procedures of the District;
- xv. Investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
- xvi. Participating in any criminal prosecutions that may arise from services provided under this Agreement;
- xvii. Conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law and at the request of a school official when the school official has reasonable grounds to believe the search will result in the discovery of drugs, a weapon, or any other item that is unlawful for a student to possess on school property, or the discovery of other evidence establishing that a student has committed a crime that has a direct nexus to school property or a school sponsored event or activity;
- xviii. Referring complaints about noncriminal student behavior to school administration as most school incidents and policy violations do not constitute criminal conduct and should not be addressed through law enforcement action;
- xix. Recovering lost or stolen property;

- xx. Responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - xxi. Meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
 - xxii. Other tasks as assigned by the Faribault Police Department.
2. *Vehicles, Equipment, and Training.* The City is responsible for providing each SRO with a vehicle and all necessary law enforcement equipment, including necessary electronic devices. The City is also responsible for providing training and education to all peace officers who are assigned to provide services pursuant to this Agreement.

C. Responsibilities – School District

It shall be the responsibility of the School District to:

- 1. Provide guidance and assistance to the SRO through principals, teachers, administrative staff, and student body.
- 2. Provide meeting and office space and support services in both the Middle and Senior High Schools for use by the SRO to meet with students and staff on a public and private meeting basis.
- 3. Provide clerical help and assistance to the SRO when needed by them within any school in which they are working based on mutual agreement with the school principal.
- 4. The School District agrees to cooperate with the City on future community policing activities. Facilitate opportunities for SRO involvement in student and faculty programs and activities.

D. Accountability and Relationship of Parties

- 1. The administration of the School District and the City/Police Department commit to providing the necessary support to make the SRO program successful.
- 2. The SRO is a City employee subject to all personnel policies and practices of the Faribault Police Department regarding investigations, interviews, body-worn cameras, and searches relating to juveniles, except as such policies or practices may be modified by the terms and conditions of this Agreement. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g., workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

3. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

E. Payment:

1. School District will pay to the City a total of \$120,863 for SRO Services, which will be made in two equal payments on December 15, 2023 and March 15, 2024.
2. The City will invoice the District for "additional services" as defined in this agreement at the contract off-duty employment rate of \$75 per hour in 2023, and \$85 per hour in 2024. Invoices shall be paid by the District within 30 days of receipt.

F. General Provisions:

1. *Indemnification.* Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing this Agreement may be deemed to constitute a waiver of those limits.
2. *SRO Reassignment for Emergency Response.* The City reserves the right to suspend this Agreement and reassign the SRO in the event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event for the duration of such an event. The School district agrees that the City's failure to perform or delay the performance of the City's specified duties in the Agreement will not constitute a breach of contract if the failure to perform or delay in the performance of the City's specified duties is due to or caused by an event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event.
3. *Effective Date and Term.* This agreement shall be effective upon execution by both parties and will automatically renew each year unless a party notifies the other party 90 days prior to expiration of the agreement that they wish to terminate the contract.
4. *Termination.* Either party may terminate this agreement for cause on 90 days written notice to the other party. If this agreement is terminated by the School District, the City shall receive from the School District the funds allocated for the program based on services provided through the date of termination.
5. *Future Funding.* The City and the School District will review the long-term funding of these programs on a continuous basis, but not less than annually.
6. *Notice.* Notice shall be provided to the addresses in this Section F(5). All notices, demands, or other communications required in the Agreement shall be effective: (i) if given personally, upon receipt; (ii) if given by electronic mail, when the other party

confirms receipt; (iii) if mailed by certified mail, postage prepaid, return receipt requested.

City

School District

Faribault, MN 55021

Email: jsherwin@ci.faribault.mn.us

Email: [Insert]

7. *SRO Selection.* The City and School District agree to continue with the SRO appointed for the 2023-2024 school year, and beginning in the 2024-2025 school year, or if the 2023-2024 SRO is no longer available to complete the duties under this Agreement, will each provide input and work together and come to agreement on any candidates to be considered for School Resource Officer.
8. *Data Practices.* Parties acknowledge that both the School District and City are subject to the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13). The SRO shall only be considered a school official for purposes of any District Policy, the Family Educational Rights and Privacy Act or the Minnesota Government Data Practices Act when performing SRO duties.
9. *Audit.* Each party must allow the other party or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the party's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.
10. *Waiver.* Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
11. *Entire Agreement and Amendments.* This Agreement constitutes the entire Agreement between the parties. This Agreement may only be amended by written agreement of both parties.

Executed this 20 day of November, 2023.

City of Faribault

Faribault School District #656

Mayor

Chairman of the Board

City Administrator

Superintendent of Schools

Date

Date 11-23





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 28, 2023
SUBJECT: Approve Purchase of New ARMER Portable Radios and Related Equipment

Background:

The City of Faribault is scheduled to receive \$1,063,259 from the State of Minnesota for Public Safety Aid. A spending plan was developed and reviewed by the City Council at the October 17, 2023 work session.

Identified in the plan was the purchase of ARMER radios and accessories to round out the updating of our old ARMER radios and equipment. ANCOM has the State Contract for Motorola radios, which are the same brand as those currently in use. The quotes for the radios and equipment total \$108,918.22.

Recommendation:

Approve Purchase of New ARMER Portable Radios and Related Equipment

Attachments:

1. Letter of Intent
2. Quote from ANCOM
3. Quote from Motorola



11-15-23

To: Motorola Solutions, Inc.
Mrs. Lisa Beyer
500 West Monroe St.
Chicago, IL 60661

Re: Purchase of Motorola radio communications equipment

Faribault Fire Department is using this as a formal purchase order system. This letter serves as authorization for Motorola to place an order for the communications equipment on the attached sheet for a purchase price of **\$107,918.22**. **Faribault Fire Department** agrees to pay Motorola for the equipment "Net 30 days upon shipment" to:

Faribault FD 122 2nd St. NW, Faribault, MN 55021

When Motorola invoices **City of Faribault-FD**, the invoice should reference **QU2377952** and be sent to **Dusty Dienst** at the following address:

Faribault FD 122 2nd St. NW, Faribault, MN 55021

For taxation purposes, even if tax-exempt, the equipment sold to **Faribault Fire Dept.** will ultimately reside at the following address:

Faribault PD 122 2nd St. NW, Faribault, MN 55021

The terms and conditions of the "Motorola Two-Way Radio Contract with the State of Minnesota, Contract # 209493" apply to this purchase order. Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document, and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to call **Dusty Dienst** at 507-334-8773 (ddienst@ci.faribault.mn.us)

Sincerely yours,

Chief Dienst
Faribault Fire Department

cc: Sid Sanocki, ANCOM Communications

ANCOMDELIVERS
SOLUTIONS**ANCOM Communications**
1800 East Cliff Road, Suite 17
Burnsville MN 55337
(952) 808-0033 Fax: (000) 000-0000**QUOTATION**

QUOTE NO.: 49853 - 00 EC

DATE: 10/13/23

TERMS: NET 30

DELIVERY: SpeedDee

BILL TO: 2775
Faribault Fire Department
Attn: JOHN MILEWSKI
122 2nd St NW
Faribault, MN 55021SHIP TO:
Faribault Fire Department
Attn: JOHN MILEWSKI
Attn: John M.
122 2nd St NW
Faribault, MN 55021Please reference Quote No. on
Correspondence & purchase orders.
Quote expires: 12/12/2023

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

SEQ	QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	7	Radio Connection Kit Motorola MotoTRBO & APX	140.00		980.00
		Item summary			980.00
		Subtotal			980.00
		Freight			20.00
		GRAND TOTAL:			1,000.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Sid Sanocki 6

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

P.O. No

LEGAL NAME OF PURCHASER

Date

AUTHORIZED SIGNATURE

**MOTOROLA**

Authorized Two-Way Radio Dealer



FARIBAULT FIRE DEPT

2023 Radio Purchase FD 10-13-23

10/13/2023

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

10/13/2023

FARIBAULT FIRE DEPT
122 NW SECOND ST
FARIBAULT, MN 55021

RE: Motorola Quote for 2023 Radio Purchase FD 10-13-23
Dear Dusty Dienst,

Motorola Solutions is pleased to present FARIBAULT FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide FARIBAULT FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Sid Sanocki at sid.sanocki@ancom.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Sid Sanocki
Sales

Motorola Solutions Manufacturer's Representative



MOTOROLA SOLUTIONS

QUOTE-2377952
2023 Radio Purchase FD 10-13-23

Billing Address:
FARIBAULT FIRE DEPT
122 NW SECOND ST
FARIBAULT, MN 55021
US

Shipping Address:
FARIBAULT FIRE DEPT
122 NW SECOND ST
FARIBAULT, MN 55021
US

Quote Date:10/13/2023
Expiration Date:12/12/2023
Quote Created By:
Sid Sanocki
Sales
sid.sanocki@ancom.org
651-714-8359

End Customer:
FARIBAULT FIRE DEPT
Dusty Dienst
ddienst@ci.faribault.mn.us
+1.507.334.8773

Contract: MnDOT 209493
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE					
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	5	\$3,595.00	28.0%	\$2,588.40	\$12,942.00
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5	\$0.00	0.0%	\$0.00	\$0.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	28.0%	\$237.60	\$1,188.00
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	5	\$880.00	28.0%	\$633.60	\$3,168.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	5	\$184.00	0.0%	\$184.00	\$920.00
1e	QA09008AA	ADD: GROUP SERVICES	5	\$165.00	28.0%	\$118.80	\$594.00
1f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	5	\$0.00	0.0%	\$0.00	\$0.00
1g	QA09001AB	ADD: WIFI CAPABILITY	5	\$330.00	28.0%	\$237.60	\$1,188.00
1h	QA09000AA	ADD: DIGITAL TONE SIGNALING	5	\$165.00	28.0%	\$118.80	\$594.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1i	H38BT	ADD: SMARTZONE OPERATION	5	\$1,320.00	28.0%	\$950.40	\$4,752.00
1j	QA01427AB	ALT: IMPACT GREEN HOUSING	5	\$28.00	28.0%	\$20.16	\$100.80
1k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	28.0%	\$408.24	\$2,041.20
1l	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	0.0%	\$0.00	\$0.00
	APX™ 6000 Series	APX6000 XE					
2	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$3,595.00	28.0%	\$2,588.40	\$2,588.40
2a	H869BZ	ENH: MULTIKEY	1	\$363.00	28.0%	\$261.36	\$261.36
2b	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$330.00	28.0%	\$237.60	\$237.60
2c	QA02006AA	ENH: APX6000XE RUGGED RADIO	1	\$880.00	28.0%	\$633.60	\$633.60
2d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1	\$184.00	0.0%	\$184.00	\$184.00
2e	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	1	\$879.00	28.0%	\$632.88	\$632.88
2f	QA09008AA	ADD: GROUP SERVICES	1	\$165.00	28.0%	\$118.80	\$118.80
2g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	\$0.00	0.0%	\$0.00	\$0.00
2h	QA09001AB	ADD: WIFI CAPABILITY	1	\$330.00	28.0%	\$237.60	\$237.60
2i	QA09000AA	ADD: DIGITAL TONE SIGNALING	1	\$165.00	28.0%	\$118.80	\$118.80
2j	H38BT	ADD: SMARTZONE OPERATION	1	\$1,320.00	28.0%	\$950.40	\$950.40
2k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$567.00	28.0%	\$408.24	\$408.24
2l	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	0.0%	\$0.00	\$0.00
2m	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	1	\$26.00	28.0%	\$18.72	\$18.72



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
3	PMMN4106CBLK	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT BLACK	8	\$665.28	28.0%	\$479.00	\$3,832.00
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	17	\$186.50	39.68%	\$112.50	\$1,912.50
5	PMMN4106D	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	9	\$665.28	28.0%	\$479.00	\$4,311.00
	APX™ 6000 Series	APX6000 XE					
6	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	4	\$3,595.00	28.0%	\$2,588.40	\$10,353.60
6a	H869BZ	ENH: MULTIKEY	4	\$363.00	28.0%	\$261.36	\$1,045.44
6b	Q361AR	ADD: P25 9600 BAUD TRUNKING	4	\$330.00	28.0%	\$237.60	\$950.40
6c	QA02006AA	ENH: APX6000XE RUGGED RADIO	4	\$880.00	28.0%	\$633.60	\$2,534.40
6d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	4	\$184.00	0.0%	\$184.00	\$736.00
6e	Q15AK	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	4	\$879.00	28.0%	\$632.88	\$2,531.52
6f	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	4	\$26.00	28.0%	\$18.72	\$74.88
6g	QA09008AA	ADD: GROUP SERVICES	4	\$165.00	28.0%	\$118.80	\$475.20
6h	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4	\$0.00	0.0%	\$0.00	\$0.00
6i	QA09001AB	ADD: WIFI CAPABILITY	4	\$330.00	28.0%	\$237.60	\$950.40
6j	QA09000AA	ADD: DIGITAL TONE SIGNALING	4	\$165.00	28.0%	\$118.80	\$475.20
6k	H38BT	ADD: SMARTZONE OPERATION	4	\$1,320.00	28.0%	\$950.40	\$3,801.60
6l	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	0.0%	\$0.00	\$0.00
6m	QA01427AB	ALT: IMPACT GREEN HOUSING	4	\$28.00	28.0%	\$20.16	\$80.64



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
6n	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	4	\$567.00	28.0%	\$408.24	\$1,632.96
	APX™ 6000 Series	APX6000 XE					
7	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	7	\$3,595.00	28.0%	\$2,588.40	\$18,118.80
7a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	7	\$0.00	0.0%	\$0.00	\$0.00
7b	Q361AR	ADD: P25 9600 BAUD TRUNKING	7	\$330.00	28.0%	\$237.60	\$1,663.20
7c	QA02006AA	ENH: APX6000XE RUGGED RADIO	7	\$880.00	28.0%	\$633.60	\$4,435.20
7d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	7	\$184.00	0.0%	\$184.00	\$1,288.00
7e	QA09008AA	ADD: GROUP SERVICES	7	\$165.00	28.0%	\$118.80	\$831.60
7f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	7	\$0.00	0.0%	\$0.00	\$0.00
7g	QA09001AB	ADD: WIFI CAPABILITY	7	\$330.00	28.0%	\$237.60	\$1,663.20
7h	QA09000AA	ADD: DIGITAL TONE SIGNALING	7	\$165.00	28.0%	\$118.80	\$831.60
7i	H38BT	ADD: SMARTZONE OPERATION	7	\$1,320.00	28.0%	\$950.40	\$6,652.80
7j	QA09113AB	ADD: BASELINE RELEASE SW	7	\$0.00	0.0%	\$0.00	\$0.00
7k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	7	\$567.00	28.0%	\$408.24	\$2,857.68

Grand Total
\$107,918.22(USD)


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



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 28, 2023
SUBJECT: Resolution 2023-231 Accept Donation to Parks and Recreation Department

Background:

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

This is a request to accept a donation of \$2,135.51 from David Geyer for a park bench in Batchelder Park in memory of Sharon Geyer.

Recommendation:

Approve Resolution 2023-231 Accept Donation to the Parks and Recreation Department in the amount of \$2,135.51.

Attachments:

1. Resolution 2023-231 Accept Donation to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2023-231

ACCEPT DONATION TO 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, Faribault Parks and Recreation Department received a donation of \$2,135.51 from David Geyer for a park bench in memory of Sharon Geyer.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donation of \$2,135.51 from David Geyer for a park bench in memory of Sharon Geyer.

Date Adopted: November 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 28, 2023
SUBJECT: Approve 2023 CIP Purchase – Replacement Towmaster Trailer

Background:

The 2023 Capital Improvement Plan (CIP) and budget have approved \$18,000.00 for the purchase of a trailer used by the Water Department to transport equipment and materials to job sites. The trailer is scheduled to replace a 2003 Towmaster that is at the end of its useful life and will be traded in.

Staff obtained a quote for a Towmaster trailer from Ziegler Caterpillar, Minneapolis, MN for \$12,369.83 under Minnesota State Contract 221693. Funding will be provided by the Water Fund (601).

Recommendation:

Approve 2023 CIP Purchase – Replacement Towmaster Trailer from Ziegler Caterpillar, Minneapolis, MN

Attachments:

1. Towmaster Trailer CIP Sheet
2. Trailer Quote

Project #	WAT E 23-01
Project Name	Replacement - Towmaster Trailer #13

Capital Asset #
Unit # 13

Department Water
Contact Public Works Director
Type Equipment
Useful Life 20 years
Category Equipment-Machinery/Vehicle
Priority 3 Low

Description

2003 Towmaster Trailer
S# 1888
Acquisition Date: 02/28/2003

Justification

The trailer is used to haul equipment and supplies to work sites.

Expenditures	2023	2024	2025	2026	2027	Total
Equipment	18,000					18,000
Total	18,000					18,000

Funding Sources	2023	2024	2025	2026	2027	Total
Water Fund (601)	18,000					18,000
Total	18,000					18,000

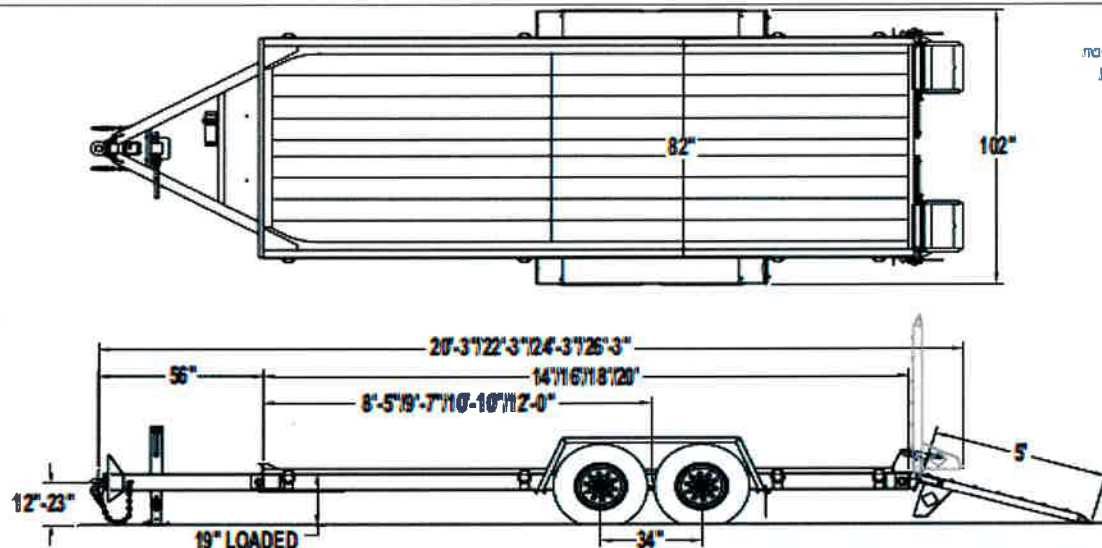
Customer:
City of Faribault
(State Bid Pricing - Contract 221693)

Trailer Description:
Towmaster T-12D Deck Over Trailer

Attention:
Ziegler Contact:
Corey Knuppel

ESTIMATED COMPLETION - DECEMBER, 2023
LEAD-TIME IS SUBJECT TO CHANGE!

Drop-Deck T-12D



All dimensions are nominal. Illustration may be shown with optional equipment.

Standard Features

Hitch/Tongue

- Adjustable height, bolt-on coupler
- 2.5" pintle
- RV plug
- One-piece cold-formed frame rails
- Integrated storage tray
- 12K bolt-on, top-wind drop-leg parking jack
- Battery break-away kit w/ tow charger & test light
- Safety chains w/ hooks

Frame/Deck

- 82" between fenders
- 19" deck height (fully loaded)
- 6" I-beam main frame
- 3" Jr. I-beam crossmembers, 80,000 psi
- 2" nominal white oak wood deck
- 2" sides
- D-ring tie-downs (4 per side)
- 12 ga one-piece formed fender/panel

Ramps/Tail

- 18" x 5'-0" channel sides, cleated ladder style
- Load Angle: 17°
- Auto-Latch ramp hold-ups
- Spring-assist

Axles/Suspension

- Rubber-ride suspension axles
- (2) 7,000 lb. axles (4 wheels)
- Tires - 235/85R16, load range F, 12-ply
- 16" wheels, 8-bolt
- Electric brakes
- Forward self-adjusting brakes
- E-Z Lube hubs

Lights/Wiring

- Rubber grommet mounted LED lights
- Sealed modular wiring

Standard Features

- Limited Lifetime Frame Warranty
- One-Year full Warranty
- 10 Year Suspension Warranty
- Weatherproof registration holder
- Two-component polyurethane primer and paint
- Trailer color: Equipment Black
- Ramp color: Equipment Red

CHANGES TO STANDARD FEATURES & ADDED OPTIONS:

16' Deck Length

2.5" Pintle Ring OR 2 5/16" Ball Coupler (PLEASE SELECT ONE)

(10) "D" rings - (3) Per side ahead of the fenders & (2) Per side behind

Lockable Storage Tray Lid

Pallet Fork Holders

DOT Inspection

SELL PRICE PER UNIT / FOB ZIEGLER:	\$13,468.40
FET (Federal Excise Tax):	NA
SELL PRICE w/ FET:	\$13,468.40
TRADE VALUE (T-10DD 1161888):	(\$2,500.00)
SALE PRICE PLUS FET LESS TRADE:	\$10,968.40
MINNESOTA MOTOR VEHICLE TAX @ 6.875%:	\$785.43
FREIGHT:	\$456.00
DOT INSPECTION:	\$160.00
TOTAL DUE (Includes Freight to nearest Ziegler location & DOT Inspection!):	\$12,369.83

IMPORTANT! PRICING DOES NOT INCLUDE!

License Fees, Registration Fees, Title Transfer Fees, Transit Excise Tax, Sales Tax, Federal, State or Local Taxes unless noted!

Respectfully Submitted,
Corey Knuppel
Ziegler, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 28, 2023
SUBJECT: Approve 2023 CIP Purchase Replacement – Street Department Service Truck

Background:

The 2023 Capital Improvement Plan (CIP) and budget have approved \$80,000.00 for the purchase of a service truck used by the Street Department. The truck is scheduled to replace a 2006 F-550 with 25,918 miles and 1,847 engine hours. The truck is a diesel and is being replaced with a gas model that is better suited for municipal operations. The 2006 F-550 will be traded-in.

On June 13, 2023 Council approved a quote from R.C. Bliss Ford for a F-550 chassis cab for \$35,873.00. The truck was damaged during transit and had to be reordered. The revised quote for the replacement truck is \$36,102.00. Funding will be provided by the Capital Replacement Fund (431).

Recommendation:

Approve 2023 CIP Purchase – Replacement Street Department Service Truck from R.C. Bliss Ford, Faribault, MN

Attachments:

1. Street Department Service Truck CIP Sheet
2. Bliss Ford Quote

Project #	STR E 23-01
Project Name	Replacement - 2006 Ford F550 #106

Capital Asset # 20218

Unit # 106

Department Street
 Contact Public Works Director
 Type Vehicle
 Useful Life 12 years
 Category Equipment-Machinery/Vehicle
 Priority 1 High

Description

2006 Ford F550 - Unit #106 Acquisition Date: 12/14/2005 Mileage: 25,076 as of 7/12/2022

Justification

Truck is used to transport equipment to job sites.
--

Expenditures	2023	2024	2025	2026	2027	Total
Vehicle	80,000					80,000
Total	80,000					80,000

Funding Sources	2023	2024	2025	2026	2027	Total
Capital Replacement Fund (431)	80,000					80,000
Total	80,000					80,000

R.C. BLISS



LINCOLN

F A R I B A U L T

901 Lyndale Ave N • Box 425 • Telephone 507-334-6478

FARIBAULT, MINNESOTA 55021

www.blissford.com

City of Faribault Streets Department 11/14/2023

Bid on 2024 Ford F-550 Chassis Cab, we are pleased to offer the following bid for you as follows:

\$56,004 Base Price

-\$21,860 Trade 2006 Ford F-550

\$34,144

-\$600 Concession

\$33,544

+\$2,558 Tax, Title and License

\$36,102

Jeff Bliss

R.C Bliss Inc



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 28, 2023
SUBJECT: Accept Seasonal Bids for Miscellaneous Materials and Services

Background:

On Wednesday, November 15, 2023, bids were received for chemical, curb stop repair, electrical, plumbing repairs, truck hauling services, watermain breaks and garbage. The bids were tabulated and the bid tabulation is attached.

Staff recommends bids are awarded as follows:

- A. Chemical – Award to Hawkins and PVS Technologies
- B. Curb Stop Repair – Award to Faribo Plumbing
- C. Electrical Work – Award to Arrow Electric
- D. Plumbing Repairs – Award to Bauer Plumbing & Heating
- E. Snow Hauling – Award to all bidders based on low to high bid, box size, availability of trucks and drivers and storm severity
- F. Watermain Breaks – Award to BCM Construction

Recommendation:

Accept Seasonal Bids

Attachments:

1. 2024 Seasonal Bid Results



2024 Seasonal Bid Results			
PRODUCT:		Wed. November 15, 2023	
		11:00 a.m.	
A. CHEMICAL			
	Pumping Station	Quantities	BID AMOUNT
Hawkins Chemical			
	Chlorine:	20 ton	\$2,322.00
	Hydrofluosilicic Acid	6,500 ton	\$4.87
	Anhydrous Ammonia	30-140# cyl.	\$373.00
	Sodium Silicate	35,500 gal.	7.08
	Sodium Permanganate 20%	1500 gal.	\$16.36
	Water Reclamation Facility		
	Ferric Chloride	175,000 gal.	2.83
PVS Technologies, Inc.			
	Water Reclamation Facility		
	Ferric Chloride	175000 gal.	\$2.77
B. CURB STOP REPAIR			
	ITEM	UNIT	BID AMOUNT
Faribo Plumbing			
	Replace Standpipe	EA	\$1,500.00
	Repair Standpipe	EA	\$1,050.00
	Replace Curb Stop	EA	\$3,180.00
	Complete Valve & Box	LS	\$3,560.00
	Curb & Gutter Removal	LF	\$110.00
	Pavement Removal	SY	\$100.00
	Pavement Sawing	LF	\$100.00
	Sod	SY	\$100.00
	Labor	EA	\$200.00
	Equipment	EA	\$300.00
	Hydro excavation	EA	\$2,000.00
C. ELECTRICAL			
	ROUTINE	EMERGENCY	
	\$ per hour	\$ per hour	
Arrow Electric			
	\$70.00	\$100.00	
LaCanne Electric			
	\$80.00	\$120.00	
D. PLUMBING			
	ROUTINE	EMERGENCY	
	\$ Per Hour	\$ Per Hour	
Bauer Plumbing & Heating			
	\$60.00	\$90.00	
Faribo Plumbing			
	\$110.00	\$165.00	



2024 Seasonal Bid Results			
E. SNOW HAULING		Length-Width-Depth	BID AMOUNT
Met-Con Trucking			
2018 Peterbilt 567	34' - 8'		\$150.00
2007 Peterbilt 379	34' - 8'		\$150.00
2007 Freightliner FLD120	34' - 8'		\$150.00
2016 Peterbilt 367 Quad	17' - 8'		\$135.00
2021 Peterbilt 367 Quad	17' - 8'		\$135.00
2018 Freightliner 122	17' - 8'		\$135.00
Turek's Arctic Hillcrest Farms			
2007 Peterbuilt 386	35' - 96"		\$155.00
2012 Kenworth T-660	35' - 96"		\$155.00
F. WATERMAIN BREAKS		EQUIPMENT	BID AMOUNT
		Mon.-Sat.	Sunday
Heselton Construction			
	320 Cat Excavator w/Operator	\$300.00	\$350.00
	Lowboy w/Operator PER HOUR	\$210.00	\$245.00
BCM Construction			
	350 Hitachi w/Operator	\$315.00	\$375.00
	245 Hitachi w/Operator	\$300.00	\$350.00
	Lowboy w/Operator Lump Sum	\$200.00	\$200.00
G. GARBAGE			BID AMOUNT
Waste Management			
			\$56,224.20
Flom Disposal			
			\$107,872.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 28, 2023
SUBJECT: Approve Retainer Agreement with the Law Firms of Lockridge Grindal Nauen P.L.L.P. and Napoli Shkolnik

Background:

After several years of litigation, a Class Action settlement of up to \$12.5 billion was reached with 3M for their role in the release of polyfluoroalkyl substances (PFAS) into drinking water sources. PFAS has been detected in numerous water supplies across the country, including Faribault. PFAS chemicals have been in use for decades in products to make them non-stick or water resistant. Additionally, they have been used in firefighting foams.

As recommended by the City Attorney at the Closed Session Council meeting on October 24, 2023, staff is bringing forward the retainer agreement with the law firms of Lockridge Grindal Nauen P.L.L.P. and Napoli Shkolnik (the "Law Firms") to represent the City in efforts to recover financial compensation from the settlement. Under the proposed agreement, should the City be successful in receiving compensation, the Law Firms shall be paid twenty-five percent (25%) of the amount recovered. If there is no recovery, the City shall not be obligated to pay the Law Firms any legal fees. Disbursements expenses incurred by the Law Firms (court filing fees, expert fees, postage, photocopying etc.) would be deducted from any settlement amount.

Recommendation:

Approve Retainer Agreement

Attachments:

1. DOCSOPEN-#916437-v1-Faribault_MN_Master_PFAS_General_Water_Treatment_Retainer

RETAINER AGREEMENT

The City of Faribault, Minnesota (the "Client") retains the Law Firms of Lockridge Grindal Nauen P.L.L.P. and Napoli Shkolnik (collectively "Law Firms"), as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that may be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies, including, but not limited to, drinking water facilities, sanitary sewer facilities, storm sewer facilities, water treatment facilities and landfills by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firms agree that the Law Firms shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firms if there is not any form of recovery.*

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firms a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. Prior to settlement, an itemization of these expenses shall be disclosed to the Client. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	<u>\$ 25.00</u>
Net settlement	\$ 75.00
Disbursements	- <u>\$ 10.00</u>
Net to Client	\$ 65.00

4. WITHDRAWAL: The Law Firms expressly reserve the right to withdraw their representation at any time upon reasonable notification to the Client. In the event that the Client advises the Law Firms to discontinue the handling of this claim, or if the Client fails to cooperate with the Law Firms in the handling of this claim, Client agrees to compensate the Law Firms a reasonable amount for their services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The Client understands that the Law Firms have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the Client desires to transfer the file from this office, the Client shall be responsible to compensate the Law Firms for the reasonable value of their services. Such transfer shall include documents or attorney work product regarding the general liability of the defendants, but it is understood that those documents are not exclusive to the Client and will also be retained by the Law Firms.

5. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firms are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. STATUTE OF LIMITATIONS: We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firms.

8. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys have full authority to prepare, sign and file all pleadings, drafts, authorizations, and papers as shall be reasonably necessary to pursue this representation. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject

of this Agreement, subject to approval of any settlement by the governing body of the Client.

9. ASSOCIATION OF OTHER ATTORNEYS: The Law Firms may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firms employ numerous attorneys that may work on Client's case.

10. ASSOCIATE COUNSEL: The Law Firms may participate in the division of fees in this case and assume joint responsibility for the representation of the Client either in the event that the Attorney retains associate counsel or that the Client later chooses new counsel, provided that the total fee to the Client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

11. MINNESOTA LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Minnesota and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Minnesota.

12. MEDIATION: In the event the Law Firms and the Client are unable to resolve any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firms to Client or (4) the relationship between the Law Firms and Client, whether either party may make a written request to the other party to mediate the dispute. Upon such notice, the parties shall jointly select a mediator to assist in resolving the dispute. The parties shall share equally in the costs of the mediator, but shall otherwise pay their own costs related to the mediation. If either party determines they are not able to agree on a single mediator, they shall notify the other party in writing. Upon such notice, each party shall be responsible for selecting their own mediator. The two mediators shall then select a third. The mediation shall then be conducted by the three mediator panel. Each party shall be responsible for the costs of the mediator it selected and shall share equally in the costs of the third mediator. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

13. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firms can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the

document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firms advance disbursements.

14. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS ____ day of _____, 2023.

CITY OF FARIBAULT, MINNESOTA

LOCKRIDGE GRINDAL NAUEN
P.L.L.P.

By: _____
Kevin F. Voracek, Mayor

Robert K. Shelquist

Email Address: mayor@ci.faribault.mn.us

Address: 208 1st Avenue NW
Faribault, MN 55032

NAPOLI SHKOLNIK

Phone: (507) 384-0567

Printed Name of Attorney

By: _____
Timothy C. Murray, City Administrator

Email Address: tmurray@ci.faribault.mn.us

Address: 208 1st Avenue NW
Faribault, MN 55032

Phone: (507) 333-0355



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: November 28, 2023
SUBJECT: Approve Amendment No. 3 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04

Background:

As construction on the TH 3 Roundabout-Contract 2023-04 is coming to a close, the City's design consultant engineer, Stonebrooke, is requesting an amendment to the professional services agreement for an amount of \$32,100. The amendment covers changes in the project scope either outside of the control of the consultant or the City or as additional services requested by the City as detailed in the attached Amendment Request #3 letter. City staff reviewed the amendment request with the consultant and negotiated the amendment as attached.

Recommendation:

Approve Amendment No. 3 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04 and Authorize Mayor and City Administrator to Execute Said Amendment

Attachments:

1. Faribault TH 3 and 30th Roundabout - Amendment 3 Request (Revised)

a 12279 Nicollet Avenue Burnsville, MN 55337
o 952-402-9202 f 952.403.6803
w stonebrookeengineering.com

Mr. Mark DuChene, P.E.
Director of Engineering
1200 Belview Trail
Faribault, MN 55021

RE: 30th Street NW and TH 3 Roundabout
Professional Services Contract Amendment #3 Request

Dear Mr. DuChene:

We respectfully request a contract amendment to cover engineering services required for the design and construction of the TH 3 and 30th Street Roundabout project that have exceeded the level of effort we estimated in our proposal and subsequent amendments for the project.

Factors contributing to the need for a contract amendment are detailed below.

- 1. MnDOT Right of Way and City Utilities Issue:** Following the submittal of 95% plans for the project, MnDOT stated the sanitary sewer and water main needed to be relocated outside of the roundabout circle. This was not commented on during any of the previous submissions despite the city utilities being shown on those previous plan sets. This was not a specific requirement in the MnDOT Utilities Policy and was a new interpretation of the policy by MnDOT staff. Stonebrooke has experience designing city owned facilities under roundabouts on previous trunk highway projects. This requirement would have resulted in a sub-optimum design of the water main and sanitary sewer as well as requiring additional right-of-way for the relocation of the utilities. This issue resulted in additional time to meet with MnDOT staff, prepare exhibits, negotiate an acceptable resolution, and minor redesign of the water main. Stonebrooke's efforts in working with MnDOT resulted in the sanitary sewer being allowed to remain as designed and the water main only requiring some minor design modifications.

Additionally, following the 95% plan submittal, MnDOT stated that temporary easements for grading were not allowed, and permanent right of way was required for all grading work. This is a requirement that we have never seen on a MnDOT trunk highway project. We had previously designed all roadway improvements and drainage courses to be contained within the platted right of way. We had allowed for fill slopes to be terminated outside of the permanent right of way within temporary construction easements. This is standard practice for roadway projects. MnDOT's requirement would have required a modification of the previously approved plat for the property. This issue resulted in additional time to meet with MnDOT staff, prepare exhibits, negotiate an acceptable resolution, preparation of additional slope easements for the project, and design modifications to steepen the fill slopes to reduce additional impacts. Stonebrooke's efforts resulted in only needed additional slope easements and not a modification to the approved plat.

The major tasks contributing to the additional work included:

- Sanitary Sewer & Water Main Issue - \$6,900
- Right of way Issue - \$5,600

Requested amount: \$12,500

- 2. Miscellaneous Assistance & Additional Design:** During the course of the completion of the project a few additional items resulted in unexpected expenditures for the project. During the summer of 2022, the City and County were finalizing the plat which included right of way for the project as well as the Rice County Public Safety Center. After an agreement had been reached regarding the plat, the lone private landowner decided they may want to withdraw from the plat. This would have resulted in difficulties in acquiring the necessary right of way and easements for the roundabout project. Stonebrooke assisted the City in reviewing any needed right of way and easements if the landowner withdrew from the plat and reviewed any design changes that would be needed if the withdrawal occurred. Additionally, we met with the City and County to discuss the issue and create contingency plans.

Additionally, following the 95% plan submittal, MnDOT added supplemental specifications to the Standard Specifications. These supplemental specifications were required for all projects being bid after January 27, 2023. During the development of the 95% plans, our schedule was to bid the project prior to the required use of the 2022 Supplemental Specifications. Due to delays in review times by MnDOT the bid date was moved beyond the required date of use. This resulted in the need to recompile the specifications for the project utilizing the new specifications.

The major tasks contributing to the additional work included:

- Plat assistance and planning - \$1,100
- Specifications revisions - \$2,500

Requested amount: \$3,600

Pond Change Order & Construction Assistance: During design, Stonebrooke designed a temporary pond as part of the project to address storm water treatment for the project. This pond was designed as temporary until a regional pond could be built. The plan was to remove the temporary pond during construction once the regional pond was operational and the City would remove it as a construction change order. During the bidding of the project, the City determined it was best to remove the pond prior to bidding to maintain competitive bidding and requested we prepare an addendum to the plans for the removal of the temporary pond from the bidding documents. This work was outside our scope of work and unanticipated during bidding.

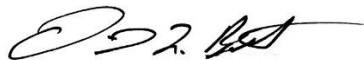
During construction of the project, the City has requested assistance for a number of items. We have checked grades for the construction of storm sewer, sanitary sewer and water main, assisted in review of curb designs, provided additional staking points, and assisted in locating electrical and lighting items. Assistance during construction was not included in our proposal and therefore outside our scope of work.

Requested amount: \$16,000

Amendment Request Total = \$32,100

Thank you for your consideration of this amendment request. If you have any questions regarding this information or if you need additional information, please contact me at your convenience.

Sincerely,



David L. Betts, PE
Senior Project Manager



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 28, 2023
SUBJECT: Resolution 2023-233 Adopt 2024 Snow and Ice Control Guidelines

Background:

The City annually updates, reviews, and adopts Snow and Ice Control Guidelines. Draft guidelines for the 2024 snow season were reviewed at the November 21, 2023 Council Work Session. Once adopted, a copy of the guidelines will be posted on the Public Works page of the City website.

Recommendation:

Approve Resolution 2023-233

Attachments:

1. Resolution 2023-233 Adopt 2024 Snow and Ice Control Guidelines
2. 2024 Snow and Ice Control Guidelines

CITY OF FARIBAULT

RESOLUTION #2023-233

ADOPT 2024 SNOW AND ICE CONTROL GUIDELINES

WHEREAS, the City Council annually reviews and adopts community snow and ice control guidelines; and

WHEREAS, the 2024 guidelines were reviewed at the November 21, 2023 Council Work Session.

NOW, THEREFORE BE IT RESOLVED, that the 2024 Snow and Ice Control Guidelines, a copy of which is attached and made part of this resolution, are hereby adopted.

ALSO, BE IT RESOLVED, that the 2024 Snow and Ice Control Guidelines shall take effect upon passage of this resolution and shall remain in effect for the 2024 snow and ice season.

Date Adopted: November 28, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



SNOW AND ICE CONTROL GUIDELINES 2024

I. PERSONNEL

All Department of Public Works and Parks and Recreation personnel shall be available for snow and ice control operations. The City may also utilize seasonal personnel and contract services to assist with the snow removal operations. City crews are responsible for snow and ice control operations on approximately 143 miles of roadways within the City, along with alleys, parking lots, and trails/sidewalks.

II. EQUIPMENT

The City of Faribault currently operates and maintains the following equipment for snow and ice control operations:

- 1- truck with reversible plow and sander
- 7- trucks with reversible plow, wing plow and sander
- 2- motor graders with snow-wing
- 4- front-end loaders with plows (includes airport)
- 1- front-end loader w/180hp diesel engine snow blower
- 2- one-ton trucks
- 5- pick-ups with plows
- 3- tractors w/plow and snow blower
- 2- Tool Cat tractors w/snow blower
- 2- Skid loaders

When equipment is disabled, every attempt shall be made to get the equipment repaired and operational as soon possible. This may require the call back of one or both of the equipment services mechanics unless adequate back up equipment is available.

III. PROCEDURES

A. Alert and Call Out

During normal working hours, the Public Works Director or designee shall be responsible for monitoring street and weather conditions and initiation of snow and ice control procedures. After hours, on weekends, and during holidays the Police Department shall notify the Public Works Director or designee when snow and ice conditions warrant crew alert.

A call list is provided to the Police Department for general maintenance items such as sanding, street sign repair, and other minor maintenance activities.

B. Sanding and Salting

It shall be the policy of the City to consider cost, environmental impact of salt usage as well as safety of the motoring public when establishing application rates and locations for application.

Sand and/or salt shall be applied to the street surface in such quantities so as to provide a level of skid resistance that is consistent with standards normally experienced on city streets throughout the state of Minnesota during the snow and ice season. Certain portions of the City are salt only zones (downtown, east and southwest zones). It is recognized that a bare pavement policy is not possible at all times during winter periods in the northern regions of the country.

Pre-wetting of salt and sand/salt mixture will be utilized when temperature and conditions warrant its use. Pretreating of certain street surfaces (bridges, Highway 60, downtown, and hills) will occur when conditions allow. An average winter season uses approximately 500 tons of salt and 2,000 ton of sand.

Streets shall typically be spot sanded to provide skid resistance and traction consistent with area standards. Salt only zones are treated with salt on a calibrated lane mile application method. Sanding and salting occur in accordance with the following priorities:

1. Hills, controlled intersections, bridges, and sharp curves.
2. Arterial and collector streets.
3. School zones.
4. Bus Routes.
5. Commercial and industrial roadways.
6. Residential areas - blanket sanding of general snow pack on residential streets will not be accomplished.

When practical, sanding will be accomplished concurrent with plowing operations, however, not all equipment used in snow removal is capable of sanding. In those cases, or when conditions warrant the first priority shall be snow removal with sanding occurring as appropriate equipment becomes available.

C. Snowplowing - Snowplowing shall normally begin when accumulation reaches a point where functional traffic flow is inhibited. Certain conditions shall warrant the plowing of arterial and collector "mainline" streets only in advance of the remaining areas. This shall be accomplished with the minimum of one plow truck. Plowing shall continue as long as visibility and operator safety is maintained. Work periods shall not exceed safe limits that operators can continue without rest.

Snow removal operations shall proceed as rapidly as possible in accordance with the following priorities:

1. Arterial and Collector Streets
2. School Zone Streets
3. Residential Streets and Alleys

4. City Parking Lots
5. Pedestrian Trails and Sidewalks
6. Skating Rink Facilities (3, all located at Jefferson School)

For an "average storm" (less than six (6) inches of snow), it shall be the policy of the City to have all streets plowed curb-to-curb within 24 hours after snowfall stops. A "non-average storm" (greater than six inches of snow) shall be plowed curb-to-curb within 24-36 hours based on when snowfall stops. The City is divided into 11 plowing districts. In each district the "main line" or heavily traveled streets are plowed first (Division Street, Willow Street, 2nd Avenue N.W., 7th Street N.W., 9th Avenue S.W., Prairie Avenue, etc.). Plows then disperse to the less traveled residential streets. Sanding at this time is kept to a minimum so plows can open the streets as soon as possible for residential and emergency access. Storms of larger magnitude will take longer depending on severity. Extreme snowfalls may warrant the opening of two lanes initially with full width plowing at a later time.

In the downtown area, the snow is windrowed then blown into trucks (rental trucks are typically used) and taken to the designated snow storage area(s). This activity may be completed on the first or second night of a snow event, depending on the timing and amount of the snow event. Clearing of handicapped curb cuts and pedestrian crosswalks shall be the responsibility of the City. The City plows twenty-seven parking lots, including the Fire Station, City Hall, Buckham Center, Community Center, River Bend Nature Center, and various City-owned parking lots. Upon completion of the downtown area, other City buildings are plowed, such as the Water Pumping Station, Water Reclamation Facility, and various City trails/sidewalks.

It shall be the policy of the City that the opening of driveways will not be the responsibility of the City. Property owners shall be responsible for clearing walkways and sidewalks.

All plow routes are divided into relatively equal areas. After the plowing of collector and arterials, these areas shall be plowed on an alternating basis. Plowing continues until all streets have been plowed. The time to open all lanes takes a minimum of eight to eighteen hours depending on conditions. Plowing speeds shall adjust to match snow and road conditions and shall at all times be lower than the legal speed limits.

Snow removal in cul-de-sacs shall be placed in appropriate areas of the curb line. These piles shall be removed by the City crews when conditions warrant.

D. Snow Hauling

The City of Faribault routinely removes snow from the following streets (primarily the downtown area):

Central Avenue	-	Division Street to 7 th Street N.W.
1 st Avenue N.E.	-	Division Street to 5 th Street N.E.
1 st Avenue N.W.	-	1 st Street N.W. to 7 th Street N.W.
2 nd Avenue N.W.	-	2 nd Street N.W. to 7 th Street N.W.

Division Street	-	3 rd Avenue W. to 1 st Avenue E.
2 nd Street N.W./N.E.	-	3 rd Avenue N.W to 1 st Avenue N.E.
3 rd Street N.W./N.E.	-	4 th Avenue N.W. to 3 rd Avenue N.E.
Ravine Street	-	3 rd Avenue N.E. to 6 th Avenue N.E.
4 th Street N.W./N.E.	-	Railroad tracks to Heritage Place
5 th Street N.W./N.E.	-	3 rd Avenue N.W. to 1 st Avenue N.E.
6 th Street N.W.	-	2 nd Avenue N.W. to Central Avenue
1 st Street N.W./N.E.	-	1 st Avenue N.W. to 1 st Avenue N.E.
1 st Street S.E.	-	100 Block (behind Buckham Center)
Park Place S.E.	-	Division Street to Willow Street
Glynview Trail	-	Willow Street to Buckingham Path
T.H. 60/Viaduct Bridge		

The Public Works Director or designee shall be responsible for contacting the Police Department in order to coordinate snow removal and hauling operations with law enforcement's tagging and towing duties.

Late spring and early fall snowfalls may be left on roadways if melting is determined eminent or if substantial damage will be caused to the pavement structure. Clearing of intersection snow banks will be accomplished when needed on collectors, arterials and near schools. Ongoing snow and ice control efforts require the use of City owned right-of-ways and easements for storage of plowed snow. Depending upon the volume of snow, storage within right-of-way could create sight obstruction at intersections, because it is impossible financially and practically to remove all snow from intersection corners.

Rental trucks are seasonally bid and utilized for snow hauling operations. The City is responsible for truck loading equipment and snow dumping sites. Four to eight rented trucks are used to haul snow from downtown.

Snow hauling shall begin at 2:00 a.m. or one hour following the beginning of snow removal operations starting on the first or second night following plowing operations. Hauling will continue for as many nights as is necessary.

In the downtown, snow shall be pulled off the sidewalk and away from the curb and placed in windrows near the center of the street. From this point, the windrows will be picked up and hauled away.

Snow pickup shall be accomplished using such personnel, equipment and methods appropriate to maintaining a reasonable and safe passage of vehicles and pedestrians at all times. The Public Works Director, Chief of Police, or their designees, may restrict traffic and parking as emergency conditions may dictate.

E. Snowplowing Alleys

It shall be the policy of the City that all alleys will be opened in the aforementioned priority to provide functional traffic movement.

F. Vehicles Parked on Streets (“Snowbirds”)

The City Code of Ordinances prohibits parking on any City street between November 1st and April 1st, between the hours of 1:00 a.m. and 8:00 a.m. when a snow emergency has been announced and before the street has been cleared curb-to-curb, whichever is later. Vehicles parked in violation of the ordinance between 1:00 a.m. and 8:00 a.m. are subject to a citation and may be towed. Tagging/towing is most often administered in the downtown area, but is applicable city wide. Snow emergencies are announced on KDHL, FCTV, Faribault Daily News, the City web page, Notify Me, Everbridge, Snow Emergency Hotline, Social Media and Hwy 60 Billboard (and other notification methods as are available). Additionally, the City has two blue lights installed in the downtown area, one at Central Avenue and Division Street, and the other at Central Avenue and 4th Street N. These blue lights flash when activated, indicating a snow emergency has been announced for that evening. The Faribault Police Department may ticket and/or tow any vehicles in violation during this time.

G. Sidewalk Snow Removal

It is the responsibility of property owners to clean and maintain public sidewalks adjacent to their property in accordance with City Code Section 25-41. The City of Faribault is responsible for those sidewalks adjacent to City-owned properties, and along roadways where the City has accepted maintenance responsibility (typically where sidewalk is located along the back of curb or has been designated a “trail” for maintenance purposes, such as along Western Avenue/17th Street N.W.).

The City of Faribault shall also assist business owners located on Central Avenue by cleaning intersection pedestrian ramps after completion of the snow plowing and/or removal operations. It is the intent of this section to provide multiple responsibilities of maintenance in order to provide safe and convenient access to Central Avenue businesses after periods of snowfall. In event citizens observe sidewalks, for which the City is not responsible, that are not being maintained in a timely manner, complaints should be filed with the Faribault Police Department for follow-up and remedy.

H. Trail Snow Removal

The following standards are adopted for providing winter maintenance to designated city trails. The City maintains approximately 6.7 miles of trails.

1. The designated trails are normally plowed when there is measurable snowfall.
2. Snow removal should commence approximately 18 hours from the end of any snowfall with an accumulated depth exceeding two inches. The designated trails should be cleared approximately 48 hours after the commencement of snow removal.
3. The designated trails should be cleared as thoroughly as possible but need not be cleared of all ice and snow nor need they be maintained to bare pavement.
4. Chemical agents and sand might be used in the snow removal process.
5. Snow removal should normally be done by park maintenance employees.

6. Snow removal may be conducted on a 24-hour a day basis, which may result in snow removal equipment being operated in residential areas during the evening and early morning hours.
7. In the event of equipment failure, extreme snowfall, or other unanticipated events, such as park maintenance employees assisting street employees in snow removal from streets, deviation from these standards may be appropriate.

I. Fire Hydrants

Fire hydrants are critical to minimize the potential losses involved in any fire. After major snow build-up in boulevards, the Public Works Department and Fire Department will attempt to maintain clear access to critical hydrants as personnel availability allows. Residents are encouraged to assist the City by clearing hydrants near their property. If possible, they should be cleared five feet on each side to allow Fire Department access.

J. Complaints

It shall be the policy of the City that complaints concerning snow and ice removal be handled in the following manner:

1. Public Works office staff shall receive and record complaints.
2. Slippery street complaints are immediately phoned or radioed to the Street Superintendent (or designee) for possible action.
3. All other complaints shall be recorded and work orders given to the Street Superintendent and/or Foreperson for investigation and action.
4. The Public Works Department shall investigate all complaints, respond to caller, and record action on work order.

K. Property Damage

It is recognized by the City that on occasion private property is damaged during snow and ice control operations. Where this happens, it shall be the policy of the City to handle damages in the following manner:

1. Mailboxes - Where mailboxes are placed adjacent to the street it shall be the policy of the City that snow be plowed as close as practicable to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piled snow away from mailboxes so mail can be delivered.

Where damage to the mailbox occurs, the Street Superintendent (or designee) shall investigate such damage. If it is determined that the weight of the snow caused the damage, the City will not assume responsibility for repair of the mailbox. Where evidence indicates that physical contact between the plow and the mailbox occurred, the City will provide a payment of \$65.00 to the property owner for repair or replacement. Where evidence indicates that physical contact between the plow and the post occurred, the City will provide a payment of \$65.00 for a damaged post. Failure of the property

owner to upgrade the mailbox to City standards shall relieve the City from any future liability for damage to the property owners' mailbox resulting from snow removal operations.

2. Boulevard Sod - It shall be the policy of the City that sod damaged during snow removal operations, in locations where curb and gutter is in place, will be repaired the following spring by the Public Works and/or Parks Department using black dirt and grass seed.
3. Curbs - Concrete curbs will not be replaced unless the curb back is broken.
4. Driveway Ramps - Damage caused by the City to driveway ramps/fillets installed in the gutter section of curbing, unless authorized by the Public Works Director, will not be repaired by the City (typically where mountable curb is in place). Such ramps/fillets are generally prohibited due to the obstruction of drainage flow within the curb and gutter, addressed under Section 25-27 of the City Code of Ordinances.
5. Boulevard Intrusions – City Code prohibits intrusions in boulevards on public right-of-way (R.O.W.) without City approval. This includes structures and items such as landscape boulders, posts and fences, improperly positioned mailboxes, masonry structures, timbers, stakes, lawn sprinkler systems and other substantial objects or loose materials within the street R.O.W. These intrusions can damage snowplow equipment or become damaged by the weight of snow or equipment contact. Intruding items in the boulevard (R.O.W.) are not replaced or repaired by the City if damaged.
6. Garbage/Recycling Containers – Efficient snow plowing requires that garbage and recycling containers be accessible for pick-up and placed off street to allow snow removal. The container(s) may have to be placed in the driveway to meet both of these requirements. It is the responsibility of the resident to see that the container(s) is not in the way of the street or sidewalk snowplow and is also in a spot accessible to the garbage and recycling truck(s).

IV. ADMINISTRATION

1. Applicable Ordinances and Statutes

City Code of Ordinances

- Section 15-43 Authority to install temporary traffic restrictions.
- Section 15-44 Leaving vehicles unattended on streets after snow accumulation; removal of vehicles; costs; etc.
- Section 25-41 Occupant's, owner's duty to keep abutting sidewalk clean; penalties.
- Section 25-42 Removing snow from private property to certain streets, parking lots prohibited.

State Statutes

- MS 160.21 Snow Removal
- MS 160.215 Snow Removal; Salt and Chemicals Restricted
- MS 160.2715 Right-of-Way Use; Misdemeanors

2. Council Review

The City Council shall annually review and adopt by resolution the City's Snow and Ice Control Guidelines.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: November 28, 2023
SUBJECT: Approve Release Agreement

Background:

The City Council approved an Early Voluntary Retirement Incentive Program. There are 10 current City employees that are eligible under the program. Four release agreements have already been approved and the remainder of the eligible employees have until November 30, 2023 to decide whether or not they want to participate. Staff has received another notice from one of the eligible employees that would like to participate in the program. The Release Agreement has been prepared and is attached for approval.

Recommendation:

Approve Release Agreement.

Attachments:

1. Kenny Borwege Release Agreement



Release Agreement Early Voluntary Retirement

This is an agreement (the “Agreement”) between Kenneth Borwege (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 \$10,147.20.
 - 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:

<u>Act</u>	<u>Revocation Period</u>
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

EMPLOYEE

By: _____
Kevin F. Voracek, Mayor

(Employee Signature)

By: _____
Timothy C. Murray, City Administrator

Date: 11-27-23

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Director of Fire and Code Services
MEETING DATE: November 28, 2023
SUBJECT: Approve Trade of Fire Apparatus Chassis

Background:

In the 2023 Capital Improvement Plan, funding was approved for the purchase of a new fire apparatus.

Since the October 24th City Council meeting where an action was approved to take delivery of a chassis with a VIN different than the original, the chassis has been delivered. Upon delivery we discovered that the wrong type of seats were installed at the factory. The dealership offered to change out the seats from the previous chassis that was invoiced incorrectly and Staff agreed to making that change. The dealership called and stated that they would rather deliver the other chassis and trade it "even up" instead of changing out the seats.

Recommendation:

Trade our existing Ford chassis with the wrong seats for another Ford chassis with all the desired specifications, including the seats.

Attachments:

1. Updated Apple Valley Ford Invoice



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	
89392	NOV 27 20 23	
SALESPERSON'S NAME (PLEASE PRINT) SCOTT MILLER		
ORDERED COLOR RACE RED	ORDERED TRIM MED DK SLA	ORDERED ENGINE

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

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

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

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE ☒ NEW ☐ USED ☐ DEMO ☐ EXEC LICENSE NO. SOLD TAB EXP. DATE SOLD LICENSE NO. TRADE TAB EXP. DATE TRADE

MODEL YEAR	MAKE - TRADE NAME	MODEL	BODY TYPE	IDENTIFICATION NO.	MILEAGE
2023	FORD TRUCK	S-DTY F-550	4WD REG	1FDUF5HN5PDA16142	10
VEHICLE PURCHASED					
VEHICLE TRADED					

Ins. Agent _____ Address _____ Phone _____
CUSTOMER INITIALS CHECK ONE
Buyer's Insurance Co. _____ Policy #: _____

			BASE PRICE OF VEHICLE SOLD	
			MANUFACTURERS INSTALLED OPTIONS	\$ 52550.64
☐	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 Statutes, Section 325E.0951, no person may transfer a motor vehicle without providing a written disclosure to the transferee (buyer) certifying the condition of the pollution control system.
Transferor (seller) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle, being traded in, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.

Seller's Signature X

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

Buyer's Signature X

DEALER'S POLLUTION CONTROL SYSTEM DISCLOSURE (VEHICLE BEING SOLD)
Transferor (Dealer) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle being sold, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.

PURCHASE PRICE		\$ 52550.64
DISCOUNT		N/A
CASH PRICE		52550.64
TRADE-IN ALLOWANCE		N/A
TRADE DIFFERENCE		\$ 52550.64
TOTAL TAXABLE SALE		\$ 52550.64
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 N/A
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.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 28, 2023
SUBJECT: Approve Renewal of Currency Exchange License for Luis and Ana Del Aguila

Background:

The City has received a renewal notification from the Minnesota Department of Commerce for a Currency Exchange License from Luis and Ana Del Aguila, to continue operating a currency exchange at 327 Central Avenue. The application is complete. Background checks on each of the owners and officers have been completed by the MN Bureau of Criminal Apprehension and no record was found. The application also included a fee schedule of all fees to be charged by the currency exchange office, and a \$10,000 surety bond valid through December 31, 2024.

A Currency Exchange License enables the licensee to be able to provide check-cashing services for the public to be able to cash payroll checks, federal and state checks, commercial checks, personal checks, and cashier checks. A Currency Exchange License is required for all locations that are not associated with a financial institution.

Recommendation:

Approve the Currency Exchange License for Luis and Ana Del Aguila, 327 Central Avenue, Faribault, MN

Attachments:

1. Faribault-Ana & Luis Del Aguila General Partnership Renewal

October 26, 2023

Sent via e-mail and USPS to:
hslechta@ci.faribault.mn.us

City of Faribault
Attention: City Clerk – Heather Slechta
208 1st Ave NW
Faribault, MN 55021

RE: Currency Exchange License Renewal for 2024

Dear Ms. Slechta:

The following currency exchange licensee has applied to renew their currency exchange license to operate at:

Ana & Luis Del Aguila General
Partnership d/b/a ANADELAS
327 Central Ave N
Faribault, MN 55021
NMLS #1554514

Pursuant to Minnesota Statutes Chapter 53A.04, we are notifying your office that a complete currency exchange license renewal application has been filed with the Department of Commerce. The renewal application included the names of the officers and owners of the licensee, background checks on each of the owners and officers from the Minnesota Bureau of Criminal Apprehension, a fee schedule of all fees to be charged by the currency exchange office, a \$10,000 surety bond valid through December 31, 2024, and the \$500 renewal fee. If you wish to receive a copy of the complete currency exchange license renewal application form that was filed with this office, please call Gail Groop at 651-539-1593 or email to gail.groop@state.mn.us, and the renewal form will be emailed to you.

Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit any application for licensure as a currency exchange to the governing body of the local unit of government in which the currency exchange business is located. The law further requires the governing body to give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the licensee is located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The governing body shall have the sole responsibility for its decision. The state shall have no responsibility for that decision. Your cooperation in forwarding this information to the proper unit within your organization is appreciated.

Your reply must be received within 60 days of receipt of this letter. If you have any questions, please contact me at the telephone number or email listed below.

Warm regards,

Melissa Knoepfler

Melissa Knoepfler
Financial Institutions Division
651-539-1722
melissa.knoepfler@state.mn.us



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 28, 2023
SUBJECT: Resolution 2023-232 Authorize the Transfer of \$500,000 from the City's General Fund to the Faribault EDA to Administer a Special Commercial Rehabilitation Loan for Faribo Downtown Central LLC

Background:

Earlier this year, Faribo Downtown Central LLC requested a \$500,000 loan from the City to assist with rehabilitating its downtown commercial buildings. The City Council held a work session on November 21, 2023, and indicated that it would be willing to transfer \$500,000 to the Faribault Economic Development Authority (the "EDA") to administer a special commercial rehabilitation loan on behalf of the City for Faribo Downtown Central LLC.

Staff prepared Resolution 2023-232 based on the Council's direction. Staff will review the Resolution with representatives from Faribault Downtown Central LLC before the Council meeting. If the City Council wishes to further discuss the proposed loan, it can continue action on Resolution 2023-232 until the Council's December 12 meeting. The Council should then discuss the proposed loan in more detail at its December 5 work session.

Recommendation:

The City Council may take one of the following actions:

1. Approve Resolution 2023-232.
2. Continue action on Resolution 2023-232 to the December 12 meeting of the City Council. Discuss the proposed loan in more detail at the Council's December 5 work session and direct Staff to revise the Resolution accordingly.

Attachments:

Agenda Item: 7.A

1. Resolution 2023-232 Authorize the Transfer of City Funds to the Faribault EDA to Administer a Special Commercial Rehabilitation Loan

CITY OF FARIBAULT

RESOLUTION #2023-232

AUTHORIZE THE TRANSFER OF \$500,000 FROM THE CITY'S GENERAL FUND TO THE FARIBAULT EDA TO ADMINISTER A SPECIAL COMMERCIAL REHABILITATION LOAN FOR FARIBO DOWNTOWN CENTRAL LLC

WHEREAS, Faribo Downtown Central LLC requested a \$500,000 loan from the City to assist with the rehabilitation of its downtown commercial buildings; and

WHEREAS, the City Council held a work session on November 21, 2023, and indicated it would be willing to transfer \$500,000 to the Faribault Economic Development Authority to administer a special commercial rehabilitation loan on behalf of the City for Faribo Downtown Central LLC.

NOW, THEREFORE BE IT RESOLVED by the Faribault City Council as follows:

1. The recitals set forth above are incorporated into this Resolution.
2. The City Council (the "City") directs the City Finance Director to transfer \$500,000 from the City's General Fund (101) to the Faribault Economic Development Authority (the "EDA") to administer a special commercial rehabilitation loan on behalf of the City for Faribo Downtown Central LLC (the "Borrower").
3. The City requests that the EDA prepare and administer loan documents (the "Loan") for execution between the Borrower and the EDA on behalf of the City.
4. The terms of the Loan must be consistent with the EDA's standard loan documents and the following:
 - A. The Loan period must not exceed five (5) years.
 - B. The principal amount of the Loan must not exceed \$500,000.
 - C. The Loan's interest rate must be two (2) percent above current bond interest rates.
 - D. The Borrower must make monthly principal and interest payments to the EDA per the Amortization Table included in Exhibit A of this resolution, which allows the Borrower to pay interest - without principal payments - during the first 12 months of the loan period.
 - E. The EDA must transfer the Borrower's monthly principal payments and 50 percent of the Borrower's interest payments to the City's General Fund. The EDA may retain 50 percent of the

Borrower's interest payments.

- F. The Borrower must provide the EDA with a detailed list of how it will use the Loan for approval by the EDA, and shall provide documentation as to the completion of all work for which the Loan was utilized.
- G. The Borrower can only use the Loan on those properties/building owned by the Borrower from the original portfolio of buildings presented to the EDA in 2022 as follows:

<u>PARCEL ID</u>	<u>ADDRESS</u>
18.31.1.26.293	N/A
18.31.1.26.294	329 Central Ave.
18.31.1.26.299	313 Central Ave.
18.31.1.26.300	311 Central Ave.
18.31.1.26.302	301/303/305 Central Ave. & 12/14 3rd St. NE
18.31.1.26.316	229 Central Ave.
18.31.1.26.317	227 Central Ave.
18.31.1.26.319	221/223 Central Ave.
18.31.1.26.320	219 Central Ave.
18.31.1.26.471	114/116 Central Ave.

- 5. The Mayor and the City Administrator are authorized and directed to execute and deliver any additional agreements, certificates or other documents that the City determines are necessary to implement this Resolution.
- 6. The City Council directs City staff to take any appropriate action and to prepare any appropriate documents to facilitate the directives of the City Council as set forth in this Resolution.
- 7. The Mayor, City staff, City attorney and City consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: November 28, 2023.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A TO RESOLUTION 2023-232

Amortization Table

General Fund (101) to EDA TO FDC

Loan Details	
Loan amount	\$500,000.00
Annual interest rate	7.00%
Loan period in years	5
Start date of loan	12/26/2023

Loan Summary	
Monthly payment	\$11,973.12
Number of payments	60
Total interest	\$109,709.76
Total cost of loan	\$609,709.76

Pmt No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	1/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
2	2/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
3	3/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
4	4/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
5	5/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
6	6/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
7	7/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
8	8/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
9	9/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
10	10/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
11	11/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
12	12/26/2024	\$500,000.00	\$2,916.67	\$0.00	\$2,916.67	\$500,000.00
13	1/26/2025	\$500,000.00	\$11,973.12	\$9,056.45	\$2,916.67	\$490,943.55
14	2/26/2025	\$490,943.55	\$11,973.12	\$9,109.28	\$2,863.84	\$481,834.26
15	3/26/2025	\$481,834.26	\$11,973.12	\$9,162.42	\$2,810.70	\$472,671.84
16	4/26/2025	\$472,671.84	\$11,973.12	\$9,215.87	\$2,757.25	\$463,455.98
17	5/26/2025	\$463,455.98	\$11,973.12	\$9,269.63	\$2,703.49	\$454,186.35
18	6/26/2025	\$454,186.35	\$11,973.12	\$9,323.70	\$2,649.42	\$444,862.65
19	7/26/2025	\$444,862.65	\$11,973.12	\$9,378.09	\$2,595.03	\$435,484.56
20	8/26/2025	\$435,484.56	\$11,973.12	\$9,432.79	\$2,540.33	\$426,051.77
21	9/26/2025	\$426,051.77	\$11,973.12	\$9,487.82	\$2,485.30	\$416,563.95
22	10/26/2025	\$416,563.95	\$11,973.12	\$9,543.16	\$2,429.96	\$407,020.79
23	11/26/2025	\$407,020.79	\$11,973.12	\$9,598.83	\$2,374.29	\$397,421.95
24	12/26/2025	\$397,421.95	\$11,973.12	\$9,654.83	\$2,318.29	\$387,767.13
25	1/26/2026	\$387,767.13	\$11,973.12	\$9,711.15	\$2,261.97	\$378,055.98
26	2/26/2026	\$378,055.98	\$11,973.12	\$9,767.79	\$2,205.33	\$368,288.19
27	3/26/2026	\$368,288.19	\$11,973.12	\$9,824.77	\$2,148.35	\$358,463.42
28	4/26/2026	\$358,463.42	\$11,973.12	\$9,882.08	\$2,091.04	\$348,581.34

Pmt No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
29	5/26/2026	\$348,581.34	\$11,973.12	\$9,939.73	\$2,033.39	\$338,641.61
30	6/26/2026	\$338,641.61	\$11,973.12	\$9,997.71	\$1,975.41	\$328,643.90
31	7/26/2026	\$328,643.90	\$11,973.12	\$10,056.03	\$1,917.09	\$318,587.87
32	8/26/2026	\$318,587.87	\$11,973.12	\$10,114.69	\$1,858.43	\$308,473.17
33	9/26/2026	\$308,473.17	\$11,973.12	\$10,173.69	\$1,799.43	\$298,299.48
34	10/26/2026	\$298,299.48	\$11,973.12	\$10,233.04	\$1,740.08	\$288,066.44
35	11/26/2026	\$288,066.44	\$11,973.12	\$10,292.73	\$1,680.39	\$277,773.71
36	12/26/2026	\$277,773.71	\$11,973.12	\$10,352.77	\$1,620.35	\$267,420.94
37	1/26/2027	\$267,420.94	\$11,973.12	\$10,413.16	\$1,559.96	\$257,007.77
38	2/26/2027	\$257,007.77	\$11,973.12	\$10,473.91	\$1,499.21	\$246,533.86
39	3/26/2027	\$246,533.86	\$11,973.12	\$10,535.01	\$1,438.11	\$235,998.86
40	4/26/2027	\$235,998.86	\$11,973.12	\$10,596.46	\$1,376.66	\$225,402.40
41	5/26/2027	\$225,402.40	\$11,973.12	\$10,658.27	\$1,314.85	\$214,744.13
42	6/26/2027	\$214,744.13	\$11,973.12	\$10,720.45	\$1,252.67	\$204,023.68
43	7/26/2027	\$204,023.68	\$11,973.12	\$10,782.98	\$1,190.14	\$193,240.70
44	8/26/2027	\$193,240.70	\$11,973.12	\$10,845.88	\$1,127.24	\$182,394.81
45	9/26/2027	\$182,394.81	\$11,973.12	\$10,909.15	\$1,063.97	\$171,485.66
46	10/26/2027	\$171,485.66	\$11,973.12	\$10,972.79	\$1,000.33	\$160,512.88
47	11/26/2027	\$160,512.88	\$11,973.12	\$11,036.79	\$936.33	\$149,476.08
48	12/26/2027	\$149,476.08	\$11,973.12	\$11,101.18	\$871.94	\$138,374.91
49	1/26/2028	\$138,374.91	\$11,973.12	\$11,165.93	\$807.19	\$127,208.97
50	2/26/2028	\$127,208.97	\$11,973.12	\$11,231.07	\$742.05	\$115,977.91
51	3/26/2028	\$115,977.91	\$11,973.12	\$11,296.58	\$676.54	\$104,681.32
52	4/26/2028	\$104,681.32	\$11,973.12	\$11,362.48	\$610.64	\$93,318.84
53	5/26/2028	\$93,318.84	\$11,973.12	\$11,428.76	\$544.36	\$81,890.08
54	6/26/2028	\$81,890.08	\$11,973.12	\$11,495.43	\$477.69	\$70,394.66
55	7/26/2028	\$70,394.66	\$11,973.12	\$11,562.48	\$410.64	\$58,832.17
56	8/26/2028	\$58,832.17	\$11,973.12	\$11,629.93	\$343.19	\$47,202.24
57	9/26/2028	\$47,202.24	\$11,973.12	\$11,697.77	\$275.35	\$35,504.47
58	10/26/2028	\$35,504.47	\$11,973.12	\$11,766.01	\$207.11	\$23,738.46
59	11/26/2028	\$23,738.46	\$11,973.12	\$11,834.65	\$138.47	\$11,903.81
60	12/26/2028	\$11,903.81	\$11,973.12	\$11,903.81	\$69.31	\$0.00
			\$609,709.76	\$500,000.00	\$109,709.76	



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: November 28, 2023
SUBJECT: Ordinance 2023-22 Authorizing Disposal by Sale of Real Property owned by City Identified as LOT 1, BLOCK 3, CANNON RIVER VIEW (Second 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.

No comments have been received, nor has anything changed, since first reading.

Recommendation:

Approve Ordinance 2023-22 on second reading
Approve Summary Publication of Ordinance 2023-22

Attachments:

1. Ordinance 2023-22 Authorizing Disposal of Real Property owned by the City - L1B3 Cannon River View (Second Reading)
2. 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

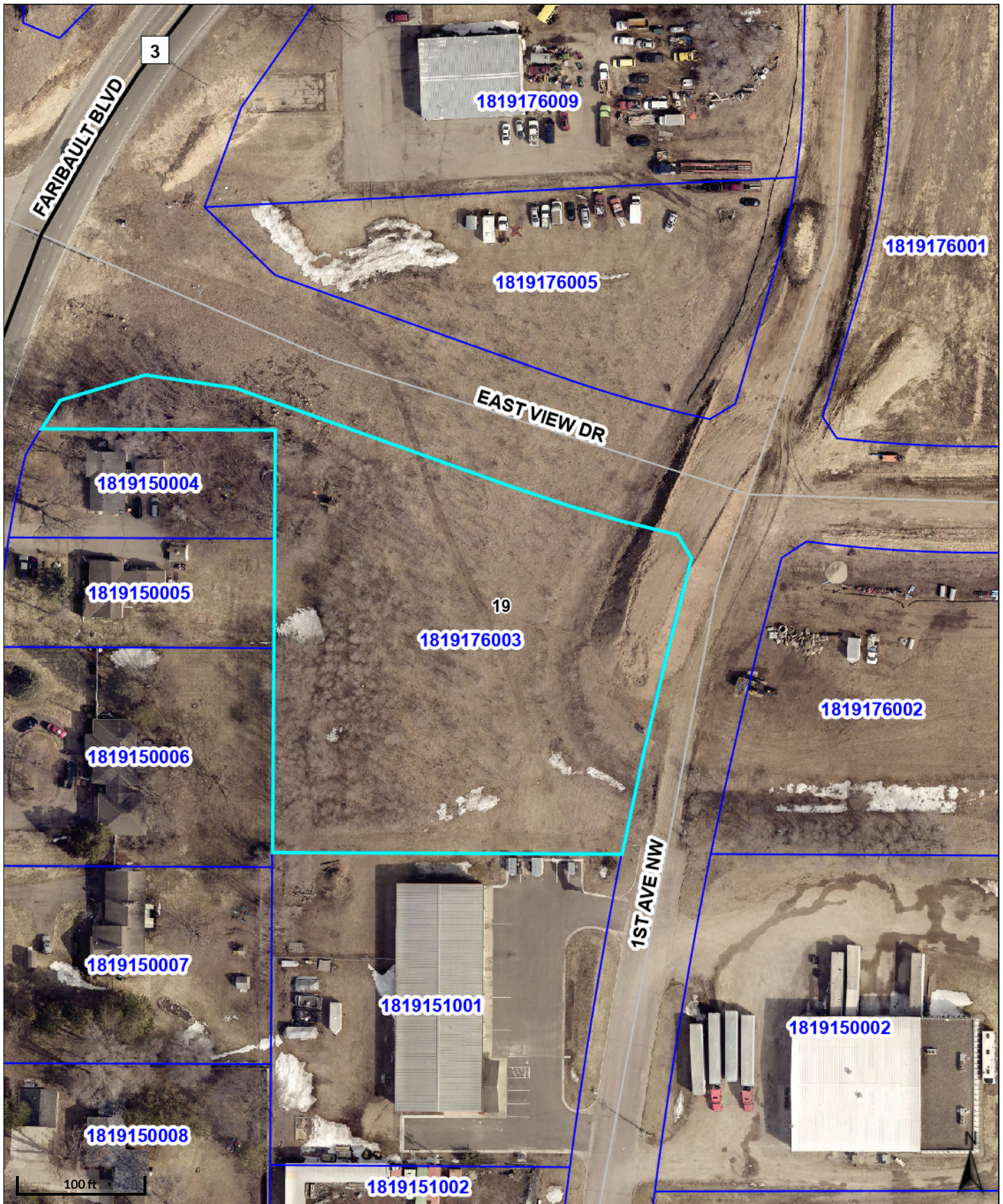
Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Lot 1, Block 3, CANNON RIVER VIEW



Summary Publication

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

On November 28, 2023, the Faribault City Council approved Ordinance 2023-22, authorizing the conveyance of property described as LOT 1, BLOCK 3, CANNON RIVER VIEW, Faribault, Rice County, Minnesota, to David P. Yetzer and Rachel D. Yetzer pursuant to the terms of a purchase agreement with the City.

A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading:	November 14, 2023
Second Reading:	November 28, 2023
Publication:	December 2, 2023



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: November 28, 2023
SUBJECT: Ordinance 2023-23 Amending Article V of Chapter 14 of the Faribault City Code of Ordinances (First Reading)

Background:

When discussing boards and commissions earlier this year, the Council was supportive of eliminating the Council-appointed Tourism Commission, and instead having the Faribault Area Chamber of Commerce and Tourism (the "Chamber") establish an internal board or committee that would advise and provide direction on the use of lodging tax funds for promoting the city. The Tourism Commission was originally established upon the passage of Ordinance 2014-14--the attached ordinance essentially reverses that, removing the requirement for a Tourism Commission.

This revision was reviewed at the Council Work Session on November 21st, with the Council in support of the change. A new 5-year agreement with the Chamber was also reviewed at the Work Session, and if the proposed ordinance is approved on first reading, the agreement will be brought forward for approval at the next City Council meeting. The new agreement is very similar to the previous 5-year agreement, but establishes the requirement for the Chamber to have an internal tourism board or committee, which would include one appointed member of the City Council. It also corrects the language on the amount of lodging tax funds that are remitted to the Chamber.

Recommendation:

Approve Resolution 2023-23 on first reading

Attachments:

1. Ordinance 2023-23 Amending Article V of Chapter 14 of the Faribault City Code of Ordinances (First Reading)

CITY OF FARIBAULT
ORDINANCE 2023-23

**AMENDING ARTICLE V OF CHAPTER 14 OF THE FARIBAULT CITY CODE OF
ORDINANCES**

THE CITY OF FARIBAULT ORDAINS that Article V of Chapter 14 of the City Code of Ordinances shall be amended by the deletion of the ~~stricken~~ language and the addition of the underlined language as follows:

Section 1. Sec. 14-91. through Sec. 14-96., Article V., Chapter 14 are amended as follows:

Sec. 14-91. Examine records.

The city administrator and those persons acting on behalf of the city administrator authorized in writing by the city administrator may examine the books, papers and records of any operator in order to verify the accuracy of any return made, or if no return was made, to ascertain the tax as provided in this article. Every such operator is directed and required to give to the said city administrator, or to his or her duly authorized agent or employee, the means, facilities and opportunity for such examinations and investigations as are hereby authorized.

Sec. 14-92. Contract with state.

Pursuant to Minnesota Statutes, Section 469.190, subdivision 7, the city administrator is authorized to confer with the Minnesota Commissioner of Revenue to the end that an agreement between the city and the commissioner of revenue may be entered into for the purpose of providing for the administration and collection of the taxes imposed by this article. Such an agreement shall not become effective until presented to the council for its approval and when so approved the tax imposed by this article shall be collected and administered pursuant to the terms of said agreement.

Sec. 14-93. Violations.

Any person who shall willfully fail to make a return required by this article; or who shall fail to pay the tax after written demand for payment, or who shall fail to remit the taxes collected or any penalty or interest imposed by this article after written demand for such payment, or who shall refuse to permit the city administrator or any duly authorized agents or employees to examine the books, records and papers under his or her

control, or who shall willfully make any incomplete, false or fraudulent return shall be guilty of a misdemeanor.

Sec. 14-94. Agency.

The city may enter into a separate agreement with an agency or more than one agency for purposes of marketing and promoting the city as a tourist or convention center using lodging tax proceeds. Any agency shall equally promote and market all sectors of the city; preferential treatment for certain sectors or subsets is prohibited.

Sec. 14-95. Distribution of proceeds.

The gross proceeds from the lodging tax pursuant to this article shall be used in accordance with Minnesota Statutes, Section 469.190, as the same may be amended from time to time, to fund the agency for the purpose of marketing and promoting the city as a tourist or convention center.

~~Sec. 14-95.1. Tourism commission.~~

~~—A tourism commission for the city is hereby established. The tourism commission shall consist of seven (7) voting members. The members of the tourism commission shall be appointed by the city council upon the recommendation of the city's general affairs committee and shall represent the following sectors of the community:~~

- ~~(1) One city council representative;~~
- ~~(2) One member from the lodging industry;~~
- ~~(3) Four (4) members representing community assets (these members may be from the lodging industry, restaurants, attractions, retail, history, arts and culture, community festivals, parks and recreation or an applicant with pertinent marketing or tourism related expertise, or as otherwise determined by the city);~~
- ~~(4) One representative from the agency.~~

~~—All members of the tourism commission, except any city council member which shall be appointed on an annual term, shall have terms of three (3) years expiring on January 31, with such terms to be staggered for the members as set forth in the city council's appointing resolution for~~

~~terms of one, two (2) or three (3) years respectively, from the date of their appointment. Members shall hold their offices until their successors are appointed and qualified. Any member may be removed by a majority vote of the city council. Every appointed member of the tourism commission shall, before entering upon the discharge of his or her duties, take an oath that he or she will faithfully discharge the duties of his or her office. Any vacancy on the tourism commission during a term of office shall be filled by the city council for the unexpired portion of the term.~~

~~—The tourism commission shall hold at least six (6) meetings per year, which shall include a meeting in January and one planning session. The commission shall set an annual meeting schedule for the upcoming year at their final meeting of the current year—meetings shall be held on a day and time within the month that is consistent throughout the year. The tourism commission may reschedule a meeting with a minimum three-day notice to all members.~~

~~—The tourism commission shall elect a chairperson from among its appointed members for a term of one year; and the tourist commission may create and fill such other offices as it may determine. All members of the tourism commission shall serve without compensation. On or before November 30 of each year, the tourism commission shall submit to the city council a report during the preceding year. The tourism commission shall keep a record of its transactions and findings, which record shall be a public record.~~

~~Sec. 14-95.2. Tourism commission obligations.~~

~~—The tourism commission shall advise the agency as hereinafter established on the appropriation of funds collected pursuant to this article for the purpose of marketing and promoting the city as a tourist and convention center. The tourism commission may revise its obligations from time to time with approval by the city council.~~

Sec. 14-95.31. Contributions.

As authorized in this article, the city council may establish a tourism commission, which shall advise the agency on the appropriation of proceeds collected pursuant to this article for the purpose of marketing and promoting the city as a tourist or convention center. The city council, by resolution, may designate up to one hundred (100) percent of the proceeds collected from this tax to the agency for the purpose of marketing and promoting the city as a tourist or convention center.

- (1) *Annual budget.* The agency shall submit a preliminary annual budget for the next calendar year to the ~~tourism commission~~city ~~by August 31 of each year, and a final annual budget for the next calendar year to the tourism commission for approval~~ by October ~~31~~15 of each year. The agency shall submit the ~~approved~~final budget for the next calendar year to the city council by November 30 of each year. The ~~approved~~final budget shall identify the uses for the requested funds out of the lodging tax proceeds. The annual budget shall be audited on a biannual basis using an agreed-upon procedure approved by the city administrator. The cost of the audit shall be paid for by the agency.
- (2) ~~Monthly~~Quarterly *reports.* The agency receiving lodging tax proceeds shall submit to the ~~tourism commission~~city a ~~monthly~~quarterly report detailing (1) list of bills/expense report, (2) budget to actual statement, and (3) current fund balance.
- (3) *Dedicated funds.* All lodging tax proceeds allocated to the agency shall be placed in a dedicated accounting fund by the agency.

Sec. 14-9~~5~~46. Appeals.

- (a) Any operator aggrieved by any notice, order or determination made by the city administrator under this article may file a petition for review of such notice, order or determination, detailing the operator's reasons for contesting the notice, order or determination. The petition shall contain the name of the petitioner, the petitioner's address and the location of the lodging subject to the order notice or determination.
- (b) The petition for review shall be filed with the city administrator within ten (10) days after the notice, order or determination for which review is sought has been mailed or served upon the person requesting review.
- (c) Upon receipt of the petition, the city administrator, or his or her designee, shall set a date for a hearing and give the petitioner at least five (5) days prior written notice of the date, time and place of the hearing.

- (d) At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order or determination shall be modified or withdrawn. The petitioner may be represented by counsel of the petitioner's choosing at the petitioner's own expense.
- (e) The hearing shall be conducted by the city administrator or his or her designee, provided only that the person conducting the hearing shall not have participated in the drafting of the order, notice or determination for which review is sought.
- (f) The person conducting the hearing shall make written findings of fact and conclusions based upon the applicable sections of this article and the evidence presented. The person conducting the hearing may affirm, reverse or modify the notice, order or determination made by the city administrator. The decision shall be mailed by certified mail to the petitioner at the address stated in the petition.
- (g) Any decision rendered by the city administrator pursuant to this subdivision may be appealed to the city council. A petitioner seeking to appeal a decision must file a written notice of appeal with the city administrator within ten (10) days after the decision has been mailed to the petitioner. The matter will thereupon be placed on the city council agenda as soon as is practical. The city council shall then review the findings of fact and conclusions to determine whether they were correct. Upon a determination by the city council that findings and conclusions were incorrect, the council may modify, reverse or affirm the decision of the city administrator or his or her designee upon the same standards as set forth in subsection (f).

Sec. 14-96.1. Nonpublic data.

- (a) Data, other than basic taxpayer identification data, collected from taxpayers under this article are nonpublic data pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.495. No city officer or employee shall provide or otherwise make known in any manner any data disclosed in any return required by this article or any information concerning the affairs of the person making the return acquired from such person's records, officers, or employees while performing an examination or audit, except in connection with a proceeding involving taxes due under this article from the person making such return. Nothing contained in this subsection, unless otherwise provided by law, shall be construed to prohibit the city administrator from publishing statistics so classified

that do not disclose the identity of particular returns and the contents thereof.

- (b) Notwithstanding subsection (a) of this section, the city may enter into an agreement providing for the administration and collection of the tax imposed by this article by the state department of taxation and its officers and agents.

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 28, 2023

Second Reading: December 12, 2023

Publication Date: December 16, 2023

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
10 MONTHS ENDING October 31, 2023
83.33%



GENERAL FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Taxes	\$ 9,150,827	\$ 9,656,552	\$ 5,200,880	53.86%
Permit & Licenses	694,627	730,281	735,328	100.69%
Intergovernmental Revenue	8,606,802	7,311,762	4,330,127	59.22%
Charges for Services	1,632,119	1,601,335	933,702	58.31%
Fines & Forfeits	131,353	128,000	116,120	90.72%
Miscellaneous Revenue	(155,102)	179,290	491,805	274.31%
Other Sources	(0)	-	-	0.00%
Total	\$ 20,060,625	\$ 19,607,220	\$ 11,807,962	60.22%
Expenditures				
Council	\$ 455,856	\$ 408,342	\$ 361,184	88.45%
City Administration	293,500	313,108	250,389	79.97%
Communications	-	150	70,364	46909.29%
Elections	38,080	1,810	1,841	101.72%
Finance Administration	438,440	487,215	386,344	79.30%
Information Services	219,920	235,612	205,117	87.06%
Legal Services	242,618	277,230	192,982	69.61%
Personnel Administration	319,286	351,306	277,890	79.10%
Planning & Zoning	455,005	503,112	269,735	53.61%
City Hall Maintenance	171,165	170,632	139,774	81.92%
Police Administration	1,125,372	1,158,831	948,740	81.87%
Criminal Investigation	1,063,811	1,147,230	958,848	83.58%
Uniform Patrol	3,277,805	3,580,249	2,787,350	77.85%
Police Records	347,753	339,579	243,788	71.79%
Fire Administration	286,600	304,098	238,565	78.45%
Fire Suppression	1,470,568	1,490,446	1,166,473	78.26%
Code Enforcement - Inspection	569,660	594,634	400,142	67.29%
Emergency Management	5,678	6,050	3,558	58.82%
Community Services	246,791	325,001	218,337	67.18%
Public Works Administration	105,223	120,455	109,814	91.17%
Street Maintenance Projects	1,539,840	1,537,187	1,319,679	85.85%
Ice & Snow Removal	142,688	125,000	121,511	97.21%
Equipment Maintenance	317,087	286,936	242,145	84.39%
Street Lighting	301,624	314,500	242,450	77.09%
Traffic Signs & Signals	46,090	44,410	25,784	58.06%
Engineering	588,030	634,115	442,965	69.86%
Community Center Administration	655,472	689,934	508,447	73.69%
Community Center Building	588,005	607,178	482,643	79.49%
Aquatic Center	369,672	363,222	374,334	103.06%
Washington Center	73,664	72,504	50,311	69.39%
Soccer Complex	35,468	31,681	34,512	108.94%
Adult Programs	160,860	165,484	111,958	67.65%
Youth Programs	121,068	151,161	139,767	92.46%
Parks	1,107,141	1,196,282	979,349	81.87%
Library	1,170,396	1,319,832	984,157	74.57%
Miscellaneous Unallocated	201,631	264,456	99,242	37.53%
Mass Transit	-	10,000	-	0.00%
Total	\$ 18,551,866	\$ 19,628,972	\$ 15,390,488	78.41%
	1,508,759	(21,752)	(3,582,526)	
Lease Proceeds	22,599			
* transfer to capital funds	(748,159)			
YTD Fund Balance Increase (Decrease)	783,199			

WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 4,021,846	\$ 4,034,661	\$ 3,785,686	93.83%
Miscellaneous Revenue	(88,754)	117,700	220,193	187.08%
Other Sources	1,263,230	-	115,164	
Total	\$ 5,196,322	\$ 4,152,361	\$ 4,121,042	99.25%
Expenses				
Personnel Services	\$ 655,792	\$ 578,649	\$ 475,933	82.25%
Supplies	416,614	377,100	507,474	134.57%
Other Services & Charges	1,086,218	718,741	660,107	91.84%
Capital Outlay	-	5,907,078	1,141,977	19.33%
Debt Service	87,783	589,216	84,583	14.36%
Other Uses	90,000	90,000	75,000	83.33%
Total	\$ 2,336,406	\$ 8,260,784	\$ 2,945,074	35.65%
YTD Fund Balance Increase (Decrease)	2,859,916	(4,108,423)	1,175,968	
Depreciation	(701,453)	(1,100,000)	(916,667)	
YTD Fund Balance Increase (Decrease) with depreciation	2,158,463		259,301	

SEWER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 6,618,833	\$ 6,653,691	\$ 6,076,194	91.32%
Fines & Forfeits	-	-	16,060	
Miscellaneous Revenue	(518,431)	218,000	419,179	192.28%
Other Sources	21,268	-	7,000	
Total	\$ 6,121,671	\$ 6,871,691	\$ 6,518,433	94.86%
Expenses				
Sewer Collection				
Personnel Services	\$ 722,796	\$ 533,411	\$ 409,337	76.74%
Supplies	70,837	71,375	73,377	102.80%
Other Services & Charges	272,974	303,532	194,294	64.01%
Capital Outlay	-	3,488,206	138,432	3.97%
Other Uses	105,000	105,000	87,500	83.33%
Water Reclamation Plant				
Personnel Services	998,153	1,004,730	799,019	79.53%
Supplies	350,463	446,957	480,550	107.52%
Other Services & Charges	1,140,281	1,200,556	814,919	67.88%
Capital Outlay	-	604,352	92,643	15.33%
Debt Service	261,899	1,496,944	241,944	16.16%
Other Uses	105,000	105,000	87,500	83.33%
Total	\$ 4,027,404	\$ 9,360,063	\$ 3,419,514	36.53%
YTD Fund Balance Increase (Decrease)	2,094,267	(2,488,372)	3,098,919	
Depreciation	(1,728,670)	(1,725,000)	(1,437,500)	
YTD Fund Balance Increase (Decrease) with depreciation	365,597		1,661,419	

STORM WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	\$ 1,399,096	\$ 1,467,909	\$ 1,310,409	89.27%
Miscellaneous Revenue	206,627	73,167	105,767	144.56%
Intergovernmental	-	-	28,000	0.00%
Total	\$ 1,605,723	\$ 1,541,076	\$ 1,444,176	93.71%
Expenses				
Personnel Services	\$ 271,004	\$ 258,625	\$ 194,787	75.32%
Supplies	26,378	37,550	18,173	48.40%
Other Services & Charges	167,898	211,884	165,756	78.23%
Capital Outlay	-	3,116,200	109,080	3.50%
Other Uses	-	-	-	
Total	\$ 465,279	\$ 3,624,259	\$ 487,795	13.46%
YTD Fund Balance Increase (Decrease)	1,140,444	(2,083,183)	956,381	
Depreciation	(328,265)	(330,000)	(275,000)	
YTD Fund Balance Increase (Decrease) with depreciation	812,180		681,381	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
10 MONTHS ENDING October 31, 2023
83.33%



CASH AND INVESTMENTS					
101	General Fund	7,808,555			Average interest Rate
	Fire Insurance Escrow	149,059	Wells Fargo	289,162	0.00%
210	Charitable Gambling Board	57,412	4M Fund	150,684	5.35%
211	City Rental Property Mgmt	104,259	State Bank of Faribault	1,495,728	5.59%
215	Public Safety Programs	15,383	Citizens Community Federal	4,257,896	5.56%
217	Library Estate Donation	2,983,618	RBC	33,389,705	2.10%
225	Airport	583,894	Oppenheimer	9,457,661	3.28%
239	Tax Abatements	-		<u>\$ 49,040,836</u>	
240	Community Development	86,088			
241	Public Housing	246,491			
	Security Deposits Escrow	22,616			
243	Industrial Development Loan	271,395	Petty cash (on hand)	1,245	
244	Rental Housing Rehabilitation	196,877	Escrow Accounts	186,332	1.89%
247	SCDP Revolving Loans	381,485		<u>\$ 187,577</u>	
248	Federal MIF Loans	652,458			
249	Minnesota Investment Fund	14,662			
254	CRV Rehabilitation Program	59,540			
263-275	TIF Districts	207,807			
280	Faribault HRA	808,707	TOTAL CASH	<u>\$ 49,228,413</u>	
290	Economic Development Authority	1,261,491			
292	EDA Revolving Fund	421,686			
344-349	Debt Service Funds	2,670,264			
401	Street Improvement Projects	1,581,697			
404	Park Land Dedication	642,758			
431	Capital Replacement Fund	1,296,866			
437	Public Facility Projects	731,834			
601	Water Fund	6,337,222			
602	Sewer Fund	13,561,400			
603	Storm Water Fund	4,359,345			
704	Worker's Compensation	298,021			
705	Property Liability Reserve	180,445			
873	Roberds Lake Sewer District	11,412			
897	Elderly Housing Corporation	472,924			
898	Robinwood Manor	736,085			
	Escrow Account	14,657			
	Total	<u>\$ 49,228,413</u>			