



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, FEBRUARY 13, 2024

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions**
 - A. 2024 School Bus Driver Appreciation Day Proclamation
 - B. Nature Everywhere Community Presentation
- 4. Approve minutes of January 23, 2024 City Council Meeting and the February 6, 2024 Special City Council Meeting - Closed Session**
 - A. Approve minutes of January 23, 2024, City Council Meeting and the February 6, 2024, Special City Council Meeting - Closed Session
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2024-030 Appoint Election Judge for the 2024 Presidential Primary
 - C. Resolution 2024-031 Approve Appointment of Board and Commission Member
 - D. Resolution 2024-032 Approve Street Closures for Mental Health Walk
 - E. Resolution 2024-033 Approve Premises Permit for Faribault Hockey Association
 - F. Approve 2024 Facility Use Agreements
 - G. Resolution 2024-034 Approve Hiring Police Officer
 - H. Approve Preliminary Development Agreement for Lot 1, Block 2 of RIVERCHASE ADDITION
 - I. Resolution 2024-022 Accept Board of Water and Soil Resources Grant
 - J. Approve Private Hangar Land Lease
 - K. Approve LG220 Application for Exempt Permit for Faribault Ducks Unlimited
 - L. Resolution 2024-037 Approve 2024 Massage Therapist License
 - M. Approve River Bend Nature Center Lease and Operating Agreement
- 7. Public Hearings**
 - A. Resolution 2024-035 Order Improvements and Order Preparation of Plans and Specifications for 2024 Street Overlay and Sidewalk Improvements - City Contract 2024-02
- 8. Items for Discussion**
 - A. Resolution 2024-036 Adopt Position Opposing New State of Minnesota Flag and Seal
 - B. Ordinance 2024-3 Vacate Easements near the Intersection of 2nd Street NE and Heritage Place (Second Reading)
 1. Ordinance 2024-3 Summary Publication

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

Office of the Mayor City of Faribault Proclamation

WHEREAS, *In darkness and daylight, on dirt roads and multi-lane highways, from the warm spring to the frigid winter, Minnesota school bus drivers safely transport more than 682,000 cherished students to and from school and activities each day; and*

WHEREAS, *Minnesota school bus drivers play a crucial role in our school systems and are important figures in children's lives, often bookending a student's day at school and serving as a positive influence on their educational experience; and*

WHEREAS, *Nearly every school district in the state faces a bus driver shortage and is seeking dedicated professionals to serve in these fulfilling, flexible jobs; and*

WHEREAS, *The school bus driving industry is the largest form of mass transit in Minnesota and has worked hard to reduce its environmental impact by using alternative fuels and retrofit diesel engines; and*

WHEREAS, *Students are nearly eight times safer riding to and from school in a school bus than in cars, thanks to rigorous safety standards for vehicles and drivers, as well as student training efforts; and*

WHEREAS: *The State of Minnesota appreciates school bus drivers and recognizes the invaluable contributions they make to public education and student safety. Today, we recognize these worthy professionals.*

NOW, THEREFORE, I, Kevin F. Voracek, Mayor of the City of Faribault do hereby proclaim February 21, 2024 as:

SCHOOL BUS DRIVER APPRECIATION DAY

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

Mayor

Date

February 13, 2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 13, 2024
SUBJECT: Nature Everywhere Community Presentation

Background:

Members from the Faribault Nature Everywhere Community Team will be in attendance to give a presentation to the Council regarding their recent trip to Texas and their future plans regarding the national initiative to increase equitable access to nature.

Recommendation:

Attachments:

1. Press Release



NATURE EVERYWHERE COMMUNITIES



SOMALI COMMUNITY
RESETTLEMENT SERVICES

NEWS

For immediate release

CONTACT:

Laura Mylan, 612.237.2815

laura@childrenandnature.org

Brad Bourn, 612.423.9901

bourn@rbnc.org

Faribault selected as a Nature Everywhere Community in national initiative to increase equitable access to nature

MINNEAPOLIS, MN, January 24, 2024: The Children & Nature Network, the National League of Cities and KABOOM! have partnered to launch a new initiative designed to increase equitable access to [Nature Everywhere](#) children live, learn and play in 100 communities by 2025. Nineteen U.S. communities have been selected through a competitive application process to join an inaugural Nature Everywhere Communities cohort. Nature Everywhere Communities will receive two years of strategic planning, technical support and start-up funding to develop and implement community-driven plans for connecting children and families to nature-based experiences and learning.

The benefits of nature

A growing body of evidence indicates that spending time outdoors, in nature, is essential for children's healthy development. Time in nature improves physical and mental health, academic outcomes and social-emotional learning. Equitable access to nearby nature-filled spaces and outdoor learning and play helps children and families thrive – and can support community-wide sustainability, climate resilience, green workforce and public health goals.

Faribault, Minnesota selection

River Bend Nature Center, in partnership with the Faribault Parks and Recreation Department, Somali Community Resettlement Services, and the Minnesota State Academies for the Blind and Deaf, have been working together to remove barriers to nature across race and physical ability. The coalition applied to become a

Nature Everywhere community to create an intentional, shared vision for increasing outdoor accessibility – and to develop an outdoor inclusion and access plan that can guide future investments and expand to include additional regional partners.

“The Faribault Region’s application hit every mark when it comes to our Nature Everywhere goals,” says Sarah Milligan-Toffler, President and CEO of the Children & Nature Network. “Their approach partners a nature center, city government, the State Academy for the Deaf and Blind, and Somali Community Resettlement Services to focus specifically on increasing access to the outdoors through better ADA accessibility, expanded culturally specific programming, green job programs and expanding partnerships. We are thrilled to support and join in their efforts to increase equitable access to nature for community members who face the greatest barriers.”

“We’re beyond excited to have been selected as a Nature Everywhere Community and I’m so proud of all of our partners’ commitment’s to ensuring that Faribault’s world-class outdoor and natural resources are accessible to all children and families from every walk of life and all corners of the globe.”

-Mayor Kevin Voracek

The Nature Everywhere Community Team Journey

As a first step, the Faribault Region team joined eight other communities for a Nature Everywhere Vision Lab in Austin, Texas, November 1-3, to explore proven nature connection strategies and connect with technical assistance experts from the Children & Nature Network, the National League of Cities, and KABOOM!. Over the next two years, the Faribault Region community team will:

- Engage youth and community residents in creating visions for equitable access to nature
- Map community stakeholders, assets and gaps
- Conduct funding and policy scans
- Identify the best nature connection strategies for the Faribault region
- Build and deepen regional partnerships
- Develop and begin implementing an outdoor inclusion and access plan

Throughout the process, Faribault and other Nature Everywhere community teams will have access to a national peer learning network; technical assistance; case-making research; resources, case studies and planning tools; seed grants of up to \$50,000; and eventually, access to larger catalytic grants for implementation. Nature Everywhere partners (Children & Nature Network, National League of Cities, and KABOOM!) will also help communities track outcomes and communicate the impact of their work both locally and nationally.

For more information about Faribault’s Nature Everywhere community team, contact Brad Bourn, River Bend Nature Center Executive Director, bourn@rbnc.org.

For more information about the Nature Everywhere initiative, visit childrenandnature.org/nature-everywhere, read this [national news release](#), and/or contact Laura Mylan, Children & Nature Network, laura@childrenandnature.org.

About Faribault and its Nature Everywhere Community Team: Faribault is a global community with a population of 24,000 people and is one of the most racially diverse areas in Greater Minnesota. Today, BIPOC students comprise 60% of the Faribault Public School population and Faribault is also home to the Minnesota Academies for the Deaf and Blind. A growing body of evidence that suggests that BIPOC communities and people with physical barriers in Minnesota are not engaging in outdoor recreation and education activities at the same rate as whites and those without physical barriers. Most notably a 2017 report from the Minnesota Department of Natural Resources showed that BIPOC communities make up only 5.1% of state park visitors while making up more than 22% of Minnesota’s population.

Faribault’s Nature Everywhere Community Team is comprised of Mayor Voracek along with leaders from River Bend Nature Center, Somali Community Resettlement Services, the Minnesota Academies for the Deaf and Blind, and Faribault’s Parks and Recreation Department. It’s the hope of the Faribault Nature Everywhere Community Team to

expand on our current work to create an intentional, community-wide, outdoor inclusion and access plan that can guide our future investments and programs connected to access to nature across the region.

About the Children & Nature Network

The Children & Nature Network believes, and research proves, that regular time outdoors is essential for children's healthy development. The non-profit organization leads a global movement of leaders, educators, practitioners and parents working to ensure equitable access to the benefits of nature everywhere children live, learn and play. Learn more at childrenandnature.org and get connected on [LinkedIn](#), [Facebook](#), [Instagram](#), [Twitter \(X\)](#) and [The Trailhead](#), a free online community for global children and nature leaders.

About the National League of Cities

[The National League of Cities](#) (NLC) is the voice of America's cities, towns and villages, representing more than 200 million people. NLC works to strengthen local leadership, influence federal policy and drive innovative solutions. NLC's Center for Leadership, Education, Advancement and Development is the go-to place for city leaders and their partners seeking to improve outcomes for children and families. Stay connected with NLC on [Facebook](#), [Twitter](#), [LinkedIn](#) and [Instagram](#).

About KABOOM!

KABOOM! is the national nonprofit committed to ending playspace inequity – the reality that quality places to play are not available to every child, especially in communities of color. Since 1996, KABOOM! has partnered with kids and communities to create or transform 17,000+ playspaces and ensure that nearly 12 million kids have equitable access to the critical

benefits and opportunities that playspaces offer. In 2022, KABOOM! launched the [25 in 5 Initiative to End Playspace Inequity](#) to accelerate its mission in 25 high-priority locations over five years. Learn more at kaboom.org or join the conversation on [Twitter](#), [Facebook](#), [Instagram](#), and [LinkedIn](#).



Faribault Region Nature Everywhere community team, from left to right: Lance Hall, Kevin O'Brien, Fardosa Hassan, Brad Bourn, Mayor Kevin Voracek

Photo courtesy of Children & Nature Network; photo credit not required



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JANUARY 23, 2024

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 pm. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele. Also in attendance was City Administrator Tim Murray, Administrative Assistant Kari Casper, Human Resources Director Kevin Bushard, Fire and Codes Service Director Dustin Dienst, Police Chief John Sherwin, City Engineer Mark DuChene, Community and Economic Development Director David Wanberg and City Attorney Scott Riggs.

Presentations/Introductions – None

Approve minutes of January 9, 2024 City Council Meeting and January 16, 2024 Special City Council Meeting

Motion by Doumbouya, seconded by Ross to approve the minutes of January 9, 2024 City Council Meeting and January 16, 2024 Special City Council Meeting and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2024-016 Appoint Election Judges for the 2024 Presidential Primary
- C. Resolution 2024-017 Approve 2024 Massage Therapist Licenses
- D. Resolution 2024-018 Approve 2024 Salvage Dealer Licenses
- E. Resolution 2024-019 Approve 2024 Vehicle for Hire License
- F. Approve LG220 Applications for Exempt Permits
- G. Approve Tuition Reimbursement Agreement
- H. Resolution 2024-020 Approve Hiring Public Works Foreperson
- I. Resolution 2024-021 Accept Donation from State Bank of Faribault to the Fire Department and Police Department
- J. Resolution 2024-029 Declare Fire and Police Department Interactive Whiteboards Surplus and Donate them to River Bend Nature Center
- K. Approve Pipeline Crossing Agreement with Union Pacific Railroad Company
- L. Resolution 2024-024 Supporting Rice County Active Transportation Grant Application for CSAH 11
- M. Approve Purchase and Installation of SCBA Decontamination/Washer
- N. Resolution 2024-025 Approve Hiring Community Services Officers
- O. Resolution 2024-026 Approve Hiring Firefighter
- P. Resolution 2024-027 Approve Hiring Human Resources Assistant
- Q. Resolution 2024-028 Approve Appointments of Board and Commission Members
- R. Approve Revised City Council Rules and Procedures

Motion by Ross, seconded by van Sluis to approve consent agenda items A-R and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Repeal River Ridge PUD Overlay Ordinances and Vacate a Part of a Right-of-Way related to a Proposed City Park North of the Viaduct

Community and Economic Development Director David Wanberg stated that on January 9, 2024, the Faribault City Council approved the first reading of Ordinances 2024-1 and 2024-2 repealing the River Ridge PUD and partially vacating right-of-way, respectively. The City received no comments from the public nor made substantive changes to both proposed ordinances since the first reading.

Ordinance 2024-1 Repeal Planned Unit Development Ordinances Associated with River Ridge, River Ridge 2nd Addition, and River Ridge 3rd Addition Plats (Second Reading)

Motion by Ross, seconded by Doumbouya, to approve Ordinance 2024-1 Repeal Planned Unit Development Ordinances Associated with River Ridge, River Ridge 2nd Addition, and River Ridge 3rd Addition Plats (Second Reading)

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Caron, seconded by van Sluis to approve Summary Publication of Ordinance 2024-1 and carried unanimously.

Ordinance 2024-2 Vacate a Portion of the Right-of-Way at 2nd Street NE and Heritage Place (Second Reading)

Motion by van Sluis, seconded by Thiele to approve Ordinance 2024-2 Vacate a Portion of the Right-of-Way at 2nd Street NE and Heritage Place (Second Reading)

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Ross, seconded by Thiele to approve Summary Publication of Ordinance 2024-2 and carried unanimously.

Ordinance 2024-3 Vacate Easements near the Intersection of 2nd Street NE and Heritage Place (First Reading)

Community and Economic Development Director David Wanberg explained that the City of Faribault requested approval vacating drainage and utility easements associated with the proposed River Ridge 4th Addition and Downtown Park, generally near the intersection of 2nd Street NE and Heritage Place.

In early January 2024, City staff brought to Planning Commission applications requesting to repeal the River Ridge PUD, partially vacate right-of-way at 2nd Street NE and Heritage Place, and approve preliminary and final plats for River Ridge 4th Addition. The proposal requested vacating drainage and utility easements dedicated in previous River Ridge Addition plats that are no longer necessary. Wanberg stated that the proposed easement vacation is consistent with the planning and zoning aspects of the City's Unified Development Ordinance. The proposed easement vacation will not infringe or deter use or enjoyment on other properties and

is needed to facilitate development of the park.

At the January 16, 2024 Planning Commission public hearing, the proposal received a unanimous recommendation of approval. No members of the public submitted comments prior to, during, or after the public hearing.

Motion by Thiele, seconded by Doumbouya to approve Ordinance 2024-3 Vacate Easements near the Intersection of 2nd Street NE and Heritage Place (First Reading)

Roll Call Vote:

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

Nay:

Motion carried 7:0

Resolution 2024-023 Approve a Conditional Use Permit for Multi-family in a Central Business District at 18 2nd Street NE

Community and Economic Development Director David Wanberg stated that Janna Viscomi requested Conditional Use Permit (CUP) approval for multi-family within a Central Business District (CBD) zoning district at 18 2nd Street NE. The property is located mid-block on the north side of 2nd Street NE between Central Avenue and 1st Avenue NE. The property is approximately 6,000 square feet, zoned CBD, and developed with two “buildings”: the westernmost building is approximately 1,250 square feet, split into two parts of approximately 650 and 600 square feet, and only one floor; the easternmost building is two stories with approximately 660 square feet on the first and 600 square feet on the second. A one-story, approximately 475 square foot garage addition is attached to the backside of the two-story building and is accessible to both buildings. The three residential units, or studio apartments, need CUP approval within the CBD district.

City Staff found that the project was compliant with the comprehensive plan and zoning requirements. This project is exempt from providing parking spaces as regulated by all uses within the CBD district. No additional development standards apply to this conditional use permit aside from general CUP criteria. The changes proposed were all within existing buildings, so there are no building or site design issues to address. The City’s Development Review Committee (DRC) reviewed the CUP on January 2, 2024, and recommended conditional approval along with determining the project is a CUP for multi-family instead of residential as a part of a mixed-use building in CBD zoning.

Wanberg stated that the Planning Commission agreed with the DRC determination and voted unanimously to recommend approval to City Council during the Planning Commission public hearing on January 16, 2024. No members of the public submitted comments before, during, or after the public hearing.

Councilor Ross stated that he thought you could not have residential in a front space. Wanberg explained that Hillside Apartments are in the CBD and is done with a CUP, and that is why this request is before you tonight. Ross was concerned that this could catch on and could come before the Council again. Wanberg stated that it would come before the Council, this is defined as multi-family similar to Riverchase and Straight River Apartments—the Council could clarify the ordinance and bring it to a future Council Work Session. Ross was not in favor of this development. Councilor Caron asked about parking requirements, Wanberg explained that there are no parking requirements in the CBD. Ross did state that he had no issues with the west building, it was the east building that he had concerns. Councilor Spooner was in support of this in this location since it is not on Central Avenue.

Motion by van Sluis, seconded by Thiele to Approve a Conditional Use Permit for Multi-family in

a Central Business District at 18 2nd Street NE and carried 6:1 with Ross voting Nay.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided to the Council as part of the meeting materials. Councilor Thiele informed the Council that there are still openings for the Faribault Foundation “100 Men Who Care” event at the 310.

Adjournment

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

The meeting was adjourned at 6:17 p.m.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, FEBRUARY 6, 2024

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 8:35 pm. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele. Also in attendance was City Administrator Tim Murray and Community and Economic Development Director David Wanberg.

Mayor Voracek read the following statement:

"I am calling to order a Special City Council Meeting (including a Closed Session) pursuant to Minnesota Statutes, Section 13D.04, Subdivision 2, for real estate and confidential appraisal information related matters, and I am requesting a motion to go into closed session pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(c) and Section 13.44, Subdivision 3, to conduct a closed City Council meeting concerning the properties identified as Parcel ID Nos.: 18.31.26.051 and 18.31.1.26.052 (hereinafter referred to as the "Properties"), and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Properties and to review confidential appraisal information for the Properties. The need for confidentiality outweighs the purposes of the open meeting law because of the intent to candidly discuss the City's options and potential strategies related to the above referenced Properties. Is there a motion, please?"

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

The meeting was closed at 8:36 pm.

The Council discussed the properties identified as Parcel ID Numbers.: 18.31.26.051 and 18.31.1.26.052

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

The meeting was opened at 8:58 pm.

Adjournment

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

Meeting adjourned at 8:58 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: February 13, 2024
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 \$1,898,616.91, which includes check numbers 179636 to 179753 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. 02-13-2024 Council AP List

AP
AP Council Approval 02-13-2024



User: astadler
Printed: 2/8/2024 2:56:56 PM

Check Numb	Last Name	Acct 1	Amount	Description
179650	ABR Sand & Gravel LLC	101-43125-430-42240	3,716.16	Sand
	ABR Sand & Gravel LLC		3,716.16	
179651	Abra Auto Body & Glass - Faribault	705-41950-000-44450	5,746.98	Claim #CA329979 - Squad Rear Ended Claimant
	Abra Auto Body & Glass - Faribault		5,746.98	
179652	Adams Jordan	602-49450-000-44450	2,000.00	Sewer Backup - 506 11th St SW
	Adams Jordan		2,000.00	
179653	Amazon Capital Services	101-45140-450-42110	282.36	Neon Night Supplies
179653	Amazon Capital Services	101-45122-450-42160	123.63	Pool Chemical Reagents
179653	Amazon Capital Services	101-45500-450-43130	24.99	3D Printer Filament
179653	Amazon Capital Services	101-42123-420-42110	25.98	iPhone Case / VanHeuveln
179653	Amazon Capital Services	101-45500-450-42010	62.14	Label Maker/Sharps Container
179653	Amazon Capital Services	101-45130-450-42110	279.96	Racquetball Starter Kits
179653	Amazon Capital Services	101-45500-450-42190	20.68	Books
179653	Amazon Capital Services	101-45500-450-42190	36.18	Books
179653	Amazon Capital Services	101-42124-420-42020	33.97	Computer Headset / Palan
179653	Amazon Capital Services	101-45500-450-42010	62.53	Ink Jet Cartridges/Envelopes
179653	Amazon Capital Services	101-42400-420-43140	190.99	Code Books
179653	Amazon Capital Services	101-45500-450-42192	13.98	Audio/Visual
179653	Amazon Capital Services	101-45122-450-42110	298.51	Whistles/Lanyards/Swim Floats
179653	Amazon Capital Services	101-41320-410-42420	40.20	Battery for Laptop - Slechta
179653	Amazon Capital Services	101-45500-450-42190	65.19	Books
179653	Amazon Capital Services	101-42220-420-42110	114.95	Garment Bags for Uniforms
179653	Amazon Capital Services	101-45500-450-42010	15.89	Brochure Holder
179653	Amazon Capital Services	101-45500-450-42190	134.22	Books
179653	Amazon Capital Services	101-45122-450-42110	39.94	Community Center Ice Packs
179653	Amazon Capital Services	101-45500-450-43130	25.99	Printer Filament
179653	Amazon Capital Services	101-45110-450-42010	110.15	Projector Air Filter

Check Numb	Last Name	Acct 1	Amount	Description
179653	Amazon Capital Services	101-45500-450-42190	48.06	Books
179653	Amazon Capital Services	101-45122-450-42230	36.98	Smoke - Carbon Dioxide Detector
179653	Amazon Capital Services	602-49480-000-42110	28.80	Label Maker
179653	Amazon Capital Services	101-45500-450-42190	10.99	Books
179653	Amazon Capital Services	101-45500-450-42190	130.00	Books
179653	Amazon Capital Services	101-00000-000-10108	-314.99	Privacy Walls for Sleeping Room - Officer Wellness Funds
179653	Amazon Capital Services	101-00000-000-10100	314.99	Privacy Walls for Sleeping Room - Officer Wellness Funds
179653	Amazon Capital Services	101-42110-420-42110	314.99	Privacy Walls for Sleeping Room - Officer Wellness Funds
179653	Amazon Capital Services	101-45500-450-42190	92.36	Books
179653	Amazon Capital Services	101-45122-450-42110	86.15	Pool Tile Repair Epoxy Putty
179653	Amazon Capital Services	101-45110-450-42020	23.57	Bluetooth Adapter
179653	Amazon Capital Services	101-45130-450-42110	253.99	Pickleballs
179653	Amazon Capital Services	101-45140-450-42110	237.91	Summer Program Supplies
179653	Amazon Capital Services	101-45500-450-42010	40.89	Label Tape
179653	Amazon Capital Services	101-42220-420-42170	115.95	Insulated Jacket
179653	Amazon Capital Services	101-45500-450-42192	11.98	Audio/Visual
179653	Amazon Capital Services	101-42220-420-42110	90.12	SCBA Respirator Mask Bags
179653	Amazon Capital Services	101-45500-450-42190	50.51	Books
179653	Amazon Capital Services	602-49480-000-42110	38.56	O Rings
	Amazon Capital Services		3,614.24	
179654	American Red Cross	101-45122-450-43140	252.00	Staff Certifications-Lifeguarding
179654	American Red Cross	101-45130-450-43131	322.00	CIvic Certifications-Lifeguarding
179654	American Red Cross	101-45122-450-43140	138.00	Staff Recertifications
	American Red Cross		712.00	
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	76.39	Janna's Apartments CUP
0	APG Media of Southern Minnesota LLC	404-45200-450-45200	499.50	Park Bid Ad
0	APG Media of Southern Minnesota LLC	101-43190-430-43510	36.67	2024 Public Notice for Alternative Publication
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	482.79	City Council Notices
0	APG Media of Southern Minnesota LLC	101-41800-410-43410	884.00	Paid On-Call Firefighter Ad
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	123.76	Public Notice for Urban Flea Market
	APG Media of Southern Minnesota LLC		2,103.11	
0	Arrow Electric LLC	101-42210-420-44010	4,477.80	Install Exterior Load Center/ Switch/GFI Receptacle-2023
0	Arrow Electric LLC	101-43160-430-44045	3,308.71	Street Light Repairs 11/29-11/30/23
0	Arrow Electric LLC	101-43160-430-44045	670.00	Street Light Repairs Viaduct Bridge 8/15 & 8/23/23
0	Arrow Electric LLC	101-43160-430-44045	1,620.24	Street Light Repairs Central/City Pkg Lot 11/10/23
0	Arrow Electric LLC	101-43160-430-44045	1,099.50	Street Light Repairs 6/19/23
0	Arrow Electric LLC	101-43160-430-44045	1,245.15	Street Light Repairs 12/8/23

Check Numb	Last Name	Acct 1	Amount	Description
0	Arrow Electric LLC	101-43160-430-44045	2,158.25	Street Light Repairs 12/21/23
0	Arrow Electric LLC	101-45122-450-44010	302.22	Repair Swimsuit Spinner-Men's Locker Room
0	Arrow Electric LLC	101-43160-430-44045	483.62	Repair Street Light 9 Ave Bike Trail Xing
0	Arrow Electric LLC	101-43160-430-44045	722.69	Street Light Repair 12/1/23 & 12/18/23
Arrow Electric LLC			16,088.18	
179655	Aspen Mills	101-42123-420-42180	978.28	Full Uniform / I Caron
179655	Aspen Mills	101-42123-420-42180	1,271.65	Full Uniform / H VanHeuveln
179655	Aspen Mills	101-00000-000-10108	-268.00	Honor Guard Patches -Ress Donation Funds
179655	Aspen Mills	101-00000-000-10100	268.00	Honor Guard Patches -Ress Donation Funds
179655	Aspen Mills	101-42110-420-42180	268.00	Honor Guard Patches -Ress Donation Funds
179655	Aspen Mills	101-42123-420-42180	1,492.23	Full Uniform / L Garcia
Aspen Mills			4,010.16	
0	Auto Value Parts Store	101-43121-430-42210	158.99	Battery - Street #419
0	Auto Value Parts Store	101-43121-430-42210	26.98	Paint/Primer - Street #107
0	Auto Value Parts Store	101-43126-430-42110	9.99	Blast Media
0	Auto Value Parts Store	101-43121-430-42210	33.98	Primer - Street #115
0	Auto Value Parts Store	101-43121-430-42210	60.00	Color Matched Spray Paint - Street #115
0	Auto Value Parts Store	101-43126-430-42110	71.76	Brake Cleaner Stock - Shop
0	Auto Value Parts Store	101-43121-430-42210	15.99	Window Defrost Adhesive - Street #619
0	Auto Value Parts Store	101-43121-430-42210	124.24	Air Filter - Street #118
0	Auto Value Parts Store	101-42123-420-42210	218.99	Car Battery / #16
0	Auto Value Parts Store	101-42123-420-42210	51.00	Battery and Returned Battery / #16
0	Auto Value Parts Store	101-43126-430-42110	1,074.24	Floor Scrubber Batteries
0	Auto Value Parts Store	101-43121-430-42210	30.00	Color Matching Spray Paint - Street #115
0	Auto Value Parts Store	101-43121-430-42210	40.99	Weather Stripping - Street #115
0	Auto Value Parts Store	101-45200-450-42110	19.99	Undercoating Paint
0	Auto Value Parts Store	101-43121-430-42210	-8.49	Insulated Clamp Credit
0	Auto Value Parts Store	101-43121-430-42210	16.99	Self Etching Primer - Street #115
0	Auto Value Parts Store	101-43121-430-42210	30.00	Color Matched Spray Paint - Street #115
0	Auto Value Parts Store	101-43121-430-42210	8.49	Insulated Clamps
0	Auto Value Parts Store	602-49450-000-42210	341.98	Batteries Unit 1
0	Auto Value Parts Store	602-49450-000-42210	-36.00	Battery Core Return Unit 1
0	Auto Value Parts Store	101-42123-420-42210	4.41	Oil Filter / #24
0	Auto Value Parts Store	101-45200-450-42110	57.98	Undercoating/Paint
0	Auto Value Parts Store	101-45200-450-42210	305.98	Truck Batteries
0	Auto Value Parts Store	602-49450-000-42210	30.99	Battery Unit 17
0	Auto Value Parts Store	101-43121-430-42210	26.98	Primer/Paint - Street #110

Check Numb	Last Name	Acct 1	Amount	Description
	Auto Value Parts Store		2,716.45	
179656	Baker & Taylor Entertainment	101-45500-450-42190	40.65	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	5.79	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	165.62	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	964.78	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	280.20	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	16.68	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	13.44	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	55.91	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	550.68	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	312.36	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	16.68	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	50.52	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	515.20	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	507.45	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	273.18	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	44.15	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	312.29	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	3.66	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	548.92	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	9.17	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	259.35	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	113.90	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	29.36	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	97.08	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	140.15	Books
179656	Baker & Taylor Entertainment	101-45500-450-42190	228.88	Books
	Baker & Taylor Entertainment		5,556.05	
179657	Bascovsky Jr Mark	601-00000-000-20200	73.73	Refund Check 023130-000, 911 Willow St
	Bascovsky Jr Mark		73.73	
179658	Battery Store Inc	602-49480-000-42110	111.44	VFD Batteries
	Battery Store Inc		111.44	
0	BCM Construction Inc	601-49430-000-44050	12,903.85	(2021-07) Pay Req 3
0	BCM Construction Inc	601-49430-000-43090	5,050.00	Watermain Break Repairs

Check Numb	Last Name	Acct 1	Amount	Description
	BCM Construction Inc		17,953.85	
179659	Beckman Brad & Rhonda	601-00000-000-20200	4.25	Refund Check 007778-000, 1422 Prairie Ave
	Beckman Brad & Rhonda		4.25	
0	Bertelsmann Publishing Group LLC	101-45500-450-42192	66.94	Wonderbook and Cords
	Bertelsmann Publishing Group LLC		66.94	
0	BG Minnesota Inc	101-43121-430-42210	259.50	Transmission Service Kits/DFC Plus/HCF Grease for Stock
0	BG Minnesota Inc	101-42123-420-42210	64.87	Transmission Service Kits/DFC Plus/HCF Grease for Stock
0	BG Minnesota Inc	601-49430-000-42210	97.31	Transmission Service Kits/DFC Plus/HCF Grease for Stock
0	BG Minnesota Inc	602-49450-000-42210	97.31	Transmission Service Kits/DFC Plus/HCF Grease for Stock
0	BG Minnesota Inc	101-45200-450-42210	129.75	Transmission Service Kits/DFC Plus/HCF Grease for Stock
	BG Minnesota Inc		648.74	
0	BHE Renewables	602-49480-000-43810	4,717.69	Solar Energy - December
	BHE Renewables		4,717.69	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	714.60	Maggie Hunt Insurance
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	1,837.58	Maggie Hunt Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-21707	149,975.46	Health Insurance Premiums
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,999.54	Connie Springer Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,785.22	Jerry Marzahn Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	142.08	Dustin Delmonico Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-21707	147,433.28	Health Insurance Premiums
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	348.28	John Harmon Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,429.20	Maggie Hunt Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,999.54	Nancy Andrist Insurance
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	1,641.26	John Harmon Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,424.46	Carol Luczak-Dillerud Insurance
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	3,675.16	Maggie Hunt Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,999.54	Paul Froman Insurance
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	1,643.14	Dustin Delmonico Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,999.54	Kimberly Lang Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,999.54	Theresa Manz Insurance
	Blue Cross Blue Shield of Minnesota		322,047.42	

Check Numb	Last Name	Acct 1	Amount	Description
0	Bluefin Payment Systems-Fees	602-49450-000-44325	3,627.76	December Credit Card Fees
0	Bluefin Payment Systems-Fees	601-49430-000-44325	3,627.76	December Credit Card Fees
0	Bluefin Payment Systems-Fees	101-42700-420-44325	0.72	December Credit Card Fees
0	Bluefin Payment Systems-Fees	602-49450-000-44325	51.11	December Credit Card Fees
0	Bluefin Payment Systems-Fees	601-49430-000-44325	51.10	December Credit Card Fees
0	Bluefin Payment Systems-Fees	101-42400-420-44325	153.30	December Credit Card Fees
	Bluefin Payment Systems-Fees		7,511.75	
179660	Canon Financial Services Inc	601-49430-000-44160	10.29	Copier Lease
179660	Canon Financial Services Inc	603-49500-000-44160	1.47	Copier Lease
179660	Canon Financial Services Inc	101-43121-430-44160	98.90	Copier Lease
179660	Canon Financial Services Inc	602-49450-000-44160	10.29	Copier Lease
	Canon Financial Services Inc		120.95	
179661	Cengage Learning Inc	101-45500-450-42190	39.50	Books
	Cengage Learning Inc		39.50	
179636	CenturyLink	602-49450-000-43210	73.19	507-334-0586 787
179636	CenturyLink	101-45500-450-43210	52.80	507 334-0138 069 Elevator Phone
179636	CenturyLink	902-00000-000-23935	-513.49	Monthly Service 01/13/2024-02/12/2024
179636	CenturyLink	101-41940-410-43210	223.67	507-332-2400 019
179636	CenturyLink	225-49810-430-43210	73.19	507-334-2850 219
179636	CenturyLink	902-00000-000-23935	513.49	Monthly Service 01/13/2024-02/12/2024
179636	CenturyLink	601-49430-000-43210	90.64	507-332-9045 313 Sensus Back-up Dialer
179662	CenturyLink	101-42210-420-43210	137.38	507-334-0486 496
179662	CenturyLink	225-49810-430-43210	64.19	507-334-7494 946 Airport
179662	CenturyLink	225-49810-430-43210	64.19	507-334-3495 952 Airport
179662	CenturyLink	902-00000-000-23935	-329.95	507 Z01-0018 863 Monthly Phone Bill
179662	CenturyLink	101-41940-410-43210	64.19	507-334-8409 948
179662	CenturyLink	101-41940-410-43210	325.00	Monthly Phone - February
179662	CenturyLink	902-00000-000-23935	329.95	Monthly Phone Bill
	CenturyLink		1,168.44	
179663	Chadderdon Lumber	602-49480-000-42110	46.40	Plywood
179663	Chadderdon Lumber	602-49480-000-42110	97.92	Shoring for Fine Screen Replacement
179663	Chadderdon Lumber	602-49480-000-42110	65.98	Saw Horses
	Chadderdon Lumber		210.30	

Check Numb	Last Name	Acct 1	Amount	Description
179664	Chavie Larry	601-00000-000-20200	28.40	Refund Check 007844-000, 1409 Robinwood Ln
	Chavie Larry		28.40	
179665	Ciesluk Gregory & Rebekah	601-00000-000-20200	16.08	Refund Check 024599-000, 1630 Mitchell Dr
	Ciesluk Gregory & Rebekah		16.08	
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry Service - Uniforms
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	24.40	Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Service - Mops
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry Service - Uniforms
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-42170	7.77	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	603-49500-000-42170	1.11	Safety Cabinet Restock
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	48.44	Floor Mats Lab Towels
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	601-49430-000-42170	7.77	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-43126-430-42170	74.66	Safety Cabinet Restock
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
	Cintas Corporation		747.25	

Check Num	Last Name	Acct 1	Amount	Description
179666	Clean Choice Energy	101-43160-430-43810	9.21	304116511800 Lyndale Ave SW
179666	Clean Choice Energy	101-45200-450-43810	21.09	302261595920 9th Ave SW
179666	Clean Choice Energy	101-43170-430-43810	75.40	3034532651500 7th St NW Signal Lights
179666	Clean Choice Energy	101-43170-430-43810	8.91	3041315032200 30 St NW Signal Lights
179666	Clean Choice Energy	602-49450-000-43810	4.93	303203605319 Lind St Lift Station
179666	Clean Choice Energy	101-42210-420-43810	411.40	302527702122 2nd St NW (Fire Hall)
179666	Clean Choice Energy	101-43160-430-43810	4.22	3043806371690 Highway 60W Street Lighting
179666	Clean Choice Energy	101-45200-450-43810	25.80	3043066891800 Alexander Dr Concession Stand
179666	Clean Choice Energy	101-45200-450-43810	11.71	303510224520 3rd St NW (Central Pk Bandstand)
179666	Clean Choice Energy	101-43170-430-43810	72.02	3025252474050 Highway 60W Signal Lights
179666	Clean Choice Energy	101-43160-430-43810	106.20	3041576453305 Highway 60
179666	Clean Choice Energy	101-45126-450-43810	245.06	303373970117 Shumway Ave
179666	Clean Choice Energy	101-45200-450-43810	5.64	303239611330 9th Ave SW Sr High Tennis Cts
179666	Clean Choice Energy	601-49430-000-43810	1,323.67	3039299721904 Fairgrounds Dr Well
179666	Clean Choice Energy	101-43160-430-43810	64.87	3041576321602 2nd Ave NW
179666	Clean Choice Energy	101-43160-430-43810	151.50	302767481210 3 St NE St Light
179666	Clean Choice Energy	101-43160-430-43810	10.26	3041165101904 Grant St
179666	Clean Choice Energy	101-43160-430-43810	7.95	3041165121000 Lyndale Ave S
179666	Clean Choice Energy	601-49430-000-43810	1,373.99	302969048350 Alexander Park Well #6
179666	Clean Choice Energy	602-49450-000-43810	59.35	3036919802219 Grant St NW Lift Station
179666	Clean Choice Energy	101-45127-450-43810	47.94	304160080705 17 St SW (Soccer Complex)
179666	Clean Choice Energy	602-49450-000-43810	7.20	3027721851150 Willow St Lift Station
179666	Clean Choice Energy	101-43160-430-43810	82.28	303661815495 Heritage Place
179666	Clean Choice Energy	902-00000-000-23935	-5,238.63	Solar Bill - December
179666	Clean Choice Energy	101-45200-450-43810	304.57	3025764661815 Alexander Dr
179666	Clean Choice Energy	101-45500-450-43810	708.71	30234228711 Division St E (Library)
179666	Clean Choice Energy	902-00000-000-23935	5,238.63	Solar Bill - December
179666	Clean Choice Energy	101-45200-450-43810	73.71	304017445900 Lyndale Ave N
179666	Clean Choice Energy	101-45200-450-43810	6.85	3023211021000 7th Ave SW
179666	Clean Choice Energy	101-43170-430-43810	14.19	3042653021990A Lyndale Ave N Signal
	Clean Choice Energy		5,238.63	
179637	Community Co-op Oil Assn	101-43126-430-42110	27.00	Propane Cylinder Exchange
179637	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair - Street #217
179667	Community Co-op Oil Assn	101-45200-450-42120	15.00	Fuel
179637	Community Co-op Oil Assn	101-43121-430-44040	49.90	Tire Repair - Street #115
179637	Community Co-op Oil Assn	101-43121-430-42220	14,342.80	Tires - Street #111
179637	Community Co-op Oil Assn	101-43121-430-44040	49.75	Tire Repair - Street #110
179667	Community Co-op Oil Assn	603-49500-000-42120	48.00	Kerosene
179667	Community Co-op Oil Assn	101-43121-430-42130	345.00	Planetary Gear Oil - Street #115
179667	Community Co-op Oil Assn	603-49500-000-42120	16.55	Non Oxy Fuel
179667	Community Co-op Oil Assn	101-43121-430-42210	12.00	Valve Stem Reducer - Street #111

Check Numb	Last Name	Acct 1	Amount	Description
179667	Community Co-op Oil Assn	101-43121-430-42120	6.62	Fuel
179667	Community Co-op Oil Assn	101-43121-430-44040	33.75	Tire Mounting - Street #115
179667	Community Co-op Oil Assn	101-00000-000-15520	10,440.00	Diesel Fuel
179667	Community Co-op Oil Assn	101-00000-000-15520	9,040.00	Unleaded Fuel
179667	Community Co-op Oil Assn	601-49430-000-42130	356.00	Well Motor Oil
179667	Community Co-op Oil Assn	101-42220-420-42120	14.00	Fuel
179667	Community Co-op Oil Assn	101-45200-450-42120	-0.78	Credit for Federal Tax Charged at C-Store
179667	Community Co-op Oil Assn	101-42220-420-42120	59.50	Fuel
179667	Community Co-op Oil Assn	101-42220-420-42120	-3.86	Credit for Federal Tax Charged at C-Store
179667	Community Co-op Oil Assn	101-43121-430-42120	-0.37	Credit for Federal Tax Charged at C-Store
179667	Community Co-op Oil Assn	603-49500-000-42120	-3.41	Credit for Federal Tax Charged at C-Store
179667	Community Co-op Oil Assn	602-49480-000-42130	175.46	Oil
	Community Co-op Oil Assn		35,067.86	
179638	Consolidated Communications	601-49430-000-43250	65.57	Water Plant DSL w/Static IP
179638	Consolidated Communications	101-41110-410-43250	12.11	Council Chambers TV Services
	Consolidated Communications		77.68	
0	Continental Research Corporation	101-43126-430-42110	526.33	Hand Protectant/Acidic Cleaner
	Continental Research Corporation		526.33	
179668	Core & Main LP	601-49430-000-42110	2,350.00	3 Inch Water Meter
179668	Core & Main LP	601-49430-000-45400	29,789.14	AMI Tower 2 Base Station
	Core & Main LP		32,139.14	
179669	Creative Co-Op	101-42110-420-42230	40.00	Tall Garbage Bags
	Creative Co-Op		40.00	
0	Crysteel Truck Equipment Inc	101-45200-450-42210	75.00	Tailgate Mat
	Crysteel Truck Equipment Inc		75.00	
0	Culligan	101-41940-410-44160	111.10	Water Equipment Rental
0	Culligan	101-45122-450-42110	141.30	Softener Salt and Rust Remover Slat
0	Culligan	101-45200-450-42110	141.00	Softener Salt and Rust Remover Salt
0	Culligan	101-42110-420-42230	252.55	Drinking Water
0	Culligan	101-45122-450-44160	43.30	Water Equipment Rental
0	Culligan	101-45500-450-44160	40.50	Drinking Water Equip Rental

Check Numb	Last Name	Acct 1	Amount	Description
	Culligan		729.75	
0	CyberSource/Authorize.Net	101-42400-420-44325	21.07	Credit Card Fees-December
0	CyberSource/Authorize.Net	101-42400-420-44325	123.84	Credit Card Fees-January
	CyberSource/Authorize.Net		144.91	
0	Dakota Supply Group	601-49430-000-42110	175.44	Flanges and Gaskets
0	Dakota Supply Group	601-49430-000-42110	1,313.32	Watermain Repair Camps
0	Dakota Supply Group	601-49430-000-42110	252.58	Watermain Repair Clamp
	Dakota Supply Group		1,741.34	
179670	Dakota Wood-Grinding Inc	602-49480-000-43090	44,812.50	Brush Grinding
	Dakota Wood-Grinding Inc		44,812.50	
179671	Dalco	602-49450-000-42230	31.22	Disinfectant
179671	Dalco	601-49430-000-42230	31.22	Disinfectant
179671	Dalco	603-49500-000-42230	4.45	Disinfectant
179671	Dalco	101-42110-420-42230	88.26	Urinal Screens - Facial Tissue - Glass Cleaner
179671	Dalco	101-43121-430-42230	300.02	Disinfectant
179671	Dalco	601-49430-000-42110	290.97	Hydrant Flanges
179671	Dalco	101-42110-420-42230	26.76	Urinal Serren
	Dalco		772.90	
0	Demco Inc	101-45500-450-42410	571.58	Book Cart
	Demco Inc		571.58	
179672	Department of Human Services	101-45200-450-43090	1,130.50	October Grounds Crew - Parks
179672	Department of Human Services	101-45127-450-43090	399.50	October Grounds Crew - Soccer Complex
179672	Department of Human Services	101-00000-000-20800	-1,530.00	October Grounds Crew - Soccer Complex/Parks
179672	Department of Human Services	101-00000-000-20200	1,530.00	October Grounds Crew - Soccer Complex/Parks
	Department of Human Services		1,530.00	
179673	Deputy Registrar	101-42121-420-44390	16.25	Registration - Tabs / #10
179673	Deputy Registrar	101-42121-420-44390	16.25	Registration - Tabs / #7

Check Numb	Last Name	Acct 1	Amount	Description
	Deputy Registrar		32.50	
179674	DJ Medin Architects Inc	437-45500-450-45300	890.25	North Tower Architect Services - Dec 2023
	DJ Medin Architects Inc		890.25	
179675	Dufours Cleaners	101-42220-420-42180	150.00	Alterations
179675	Dufours Cleaners	101-42220-420-42180	10.00	Alterations
179675	Dufours Cleaners	101-42220-420-43090	11.75	Cleaning Coat
	Dufours Cleaners		171.75	
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	307.66	Lanier C2500 Copier
0	E O Johnson Company Inc-Dallas	101-45110-450-44160	265.04	Copier Lease Payment
	E O Johnson Company Inc-Dallas		572.70	
179676	Earl F Andersen Inc	101-43170-430-42240	258.45	Flashers
	Earl F Andersen Inc		258.45	
0	Eckberg Lammers PC	101-42123-420-43140	1,947.00	FTO Training / J Sjodin - J Witt - B McCarthy
	Eckberg Lammers PC		1,947.00	
0	Electric Pump Inc	602-49480-000-42210	208.88	TWAS Pump Parts
0	Electric Pump Inc	602-49450-000-43250	2,640.00	Liftstation Data Monitoring
	Electric Pump Inc		2,848.88	
0	Empower Retirement-HCSP	101-00000-000-21720	1,776.18	PR Batch 00502.01.2024 Health Care Savings Plan
0	Empower Retirement-HCSP	101-00000-000-21720	1,027.32	PR Batch 00502.01.2024 Health Care Savings Act Fire
0	Empower Retirement-HCSP	101-00000-000-21720	1,528.02	PR Batch 00502.01.2024 Health Care Savings Plan 357
0	Empower Retirement-HCSP	101-00000-000-21720	53.18	PR Batch 00550.01.2024 Health Care Savings Plan 357
	Empower Retirement-HCSP		4,384.70	
0	Entenmann-Rovin Co	101-42123-420-42180	271.00	Officer Badge
	Entenmann-Rovin Co		271.00	
0	Enterprise FM Trust	101-42123-420-44160	843.65	Feb Lease / #6

Check Numb	Last Name	Acct 1	Amount	Description
0	Enterprise FM Trust	101-42121-420-44160	694.49	Feb Lease / #12
0	Enterprise FM Trust	101-42123-420-44160	844.36	Feb Lease / #23
0	Enterprise FM Trust	101-42121-420-44160	732.59	Feb Lease / #1
0	Enterprise FM Trust	101-42121-420-44390	2,347.33	License and Other Charges
0	Enterprise FM Trust	101-42110-420-44160	635.32	Feb Lease / #22
0	Enterprise FM Trust	101-42123-420-44160	838.23	Feb Lease / #3
0	Enterprise FM Trust	101-42110-420-44160	909.41	Feb Lease / #20
0	Enterprise FM Trust	101-42700-420-44160	750.29	Feb Lease / #8
0	Enterprise FM Trust	101-42121-420-44160	635.64	Feb Lease / #19
	Enterprise FM Trust		9,231.31	
0	Environmental Consulting & Testing Inc	602-49480-000-43090	2,000.00	WET Test
	Environmental Consulting & Testing Inc		2,000.00	
179677	Erickson Furniture	437-41940-410-42410	574.00	Wellness/Lactation Room Chair
	Erickson Furniture		574.00	
0	Esquivel Valeria	101-42123-420-43310	15.00	Lunch Per Diem / Alexandria Job Fair
	Esquivel Valeria		15.00	
179678	Fareway Stores Inc #126	101-45122-450-43140	28.21	Community Center & Community Ed Training
	Fareway Stores Inc #126		28.21	
179679	Faribault Ace Hardware	101-45122-450-42110	59.38	Safety Glass
179679	Faribault Ace Hardware	101-45122-450-42110	5.16	Pool Wheel Chair Supplies
179639	Faribault Ace Hardware	101-43121-430-42210	30.00	Brass Bushings - Street #115
179679	Faribault Ace Hardware	101-42110-420-42110	15.29	Cup Hooks
179679	Faribault Ace Hardware	101-45200-450-42170	69.99	Hearing Protection - Headphones
179679	Faribault Ace Hardware	601-49430-000-42410	30.59	Chisel
179679	Faribault Ace Hardware	601-49430-000-42110	5.99	Propane Cylinder
179679	Faribault Ace Hardware	602-49480-000-42110	13.19	Bolts/Anti Seize
179679	Faribault Ace Hardware	602-49480-000-42110	8.75	Bolts
179679	Faribault Ace Hardware	602-49480-000-42110	26.50	Bolts
179679	Faribault Ace Hardware	101-45200-450-42110	44.88	Wall Mount Hose Hanger - Drill Bits - Water Nozzle
179679	Faribault Ace Hardware	101-45122-450-42110	7.92	Wheel Chair Hardware
179679	Faribault Ace Hardware	101-45200-450-42110	25.97	Wax/Paste/Fasteners
179679	Faribault Ace Hardware	602-49480-000-42110	89.76	Gloves/Cleaning/ Supplies/Coffee Maker
179679	Faribault Ace Hardware	101-45200-450-42110	162.32	Picnic Table Paint

Check Numb	Last Name	Acct 1	Amount	Description
179679	Faribault Ace Hardware	101-41940-410-42110	22.46	Coffee Filters - Air Freshener
179679	Faribault Ace Hardware	101-45122-450-42230	39.41	Cleaning Supplies - Bolts - Washers
179679	Faribault Ace Hardware	101-45200-450-42110	32.99	Fasteners
179679	Faribault Ace Hardware	602-49480-000-42110	16.00	Plumbing Supplies
179679	Faribault Ace Hardware	602-49480-000-42110	71.02	Toilet Bowl Cleaner/Dish Soap
179679	Faribault Ace Hardware	101-45126-450-42230	6.29	Hinge
	Faribault Ace Hardware		783.86	
179680	Faribault Area Chamber of Commerce	101-41320-410-43310	100.00	Chamber Gala - Murray
179680	Faribault Area Chamber of Commerce	101-41110-410-43310	300.00	Chamber Gala - Voracek/Ross/ Spooner
179680	Faribault Area Chamber of Commerce	101-41110-410-44384	10,574.76	Lodging Tax - December
	Faribault Area Chamber of Commerce		10,974.76	
179681	Faribault Daily News	101-45110-450-44330	226.20	Annual Subscription FDN-1096
	Faribault Daily News		226.20	
0	Faribault Fleet Supply Inc	101-45200-450-42110	34.45	Tape - Primer - Wire Cup Brush - Grinding Wheel
0	Faribault Fleet Supply Inc	101-42121-420-42210	49.99	Mat / #19
0	Faribault Fleet Supply Inc	101-43121-430-42110	17.28	Terry Applicator Pads - Polish
0	Faribault Fleet Supply Inc	101-43121-430-42110	10.99	Decal
0	Faribault Fleet Supply Inc	101-42210-420-42110	6.59	Scoop
0	Faribault Fleet Supply Inc	601-49430-000-42110	1.52	Bolts and Washers
0	Faribault Fleet Supply Inc	101-43121-430-42110	10.26	Lynch Pins
0	Faribault Fleet Supply Inc	101-43121-430-42410	18.99	Punch
0	Faribault Fleet Supply Inc	101-43121-430-42210	7.14	Nuts - Bolts - Washers - Streets 619
0	Faribault Fleet Supply Inc	101-45200-450-42410	169.99	Hand Planer
0	Faribault Fleet Supply Inc	101-45200-450-42110	8.59	Hammer Handle
0	Faribault Fleet Supply Inc	101-45200-450-42110	13.99	Wood Stain
0	Faribault Fleet Supply Inc	101-43121-430-42210	10.68	Hardware
0	Faribault Fleet Supply Inc	101-43121-430-42210	8.49	Coupling
0	Faribault Fleet Supply Inc	101-42400-420-42210	13.99	Battery
0	Faribault Fleet Supply Inc	101-43121-430-42210	2.55	PVC Tubing
0	Faribault Fleet Supply Inc	101-43121-430-42210	1.29	Hose Fitting
0	Faribault Fleet Supply Inc	101-45200-450-42110	26.98	Primer and Spray Paint
0	Faribault Fleet Supply Inc	101-45200-450-42110	18.84	Utility Blades/Sockets
0	Faribault Fleet Supply Inc	601-49430-000-42110	-4.50	Plumbing Supplies Return
0	Faribault Fleet Supply Inc	601-49430-000-42110	6.49	Bolts
0	Faribault Fleet Supply Inc	101-45200-450-42110	29.96	Primer/Paint
0	Faribault Fleet Supply Inc	601-49430-000-42110	101.92	Plumbing Supplies
0	Faribault Fleet Supply Inc	101-45200-450-42110	3.79	Foam Filter

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	603-49500-000-42210	107.99	Water Pump Unit 47
0	Faribault Fleet Supply Inc	101-43121-430-42210	5.99	Connector
0	Faribault Fleet Supply Inc	101-43121-430-42210	7.99	Connector for Streets Unit #101
0	Faribault Fleet Supply Inc	601-49430-000-42410	103.98	Ratchet Binder
0	Faribault Fleet Supply Inc	601-49430-000-42110	29.98	Latch Hook
0	Faribault Fleet Supply Inc	101-43121-430-42110	71.44	Propane
0	Faribault Fleet Supply Inc	101-41940-410-42410	224.48	Stihl Handheld Blower
0	Faribault Fleet Supply Inc	101-45200-450-42110	50.33	Tool Organizer and Hooks
	Faribault Fleet Supply Inc		1,172.44	
179682	Faribault Interiors	437-41940-410-44050	2,400.00	Install Second Floor Wall Base
179682	Faribault Interiors	437-41940-410-44050	2,800.00	Install Third Floor Wall Base
179682	Faribault Interiors	437-41940-410-44050	20,000.00	Carpeting - City Hall - Payment #2
	Faribault Interiors		25,200.00	
179683	Faribault Rental Equipment Inc	101-45200-450-42110	53.98	Saw Cover/Chain
179683	Faribault Rental Equipment Inc	101-45200-450-42110	2.50	Saw Chain Guides
	Faribault Rental Equipment Inc		56.48	
179684	Faribo Downtown Central LLC	601-00000-000-20200	84.58	Refund Check 025234-017, 114 Central Ave
	Faribo Downtown Central LLC		84.58	
0	Faribo Plumbing & Heating Inc	602-49480-000-43090	550.00	Back Flow Prevention Service
	Faribo Plumbing & Heating Inc		550.00	
179685	FARO Technologies Inc	101-42110-420-43095	3,675.00	Crime Scene Scanner 3 Year BJA Funds
	FARO Technologies Inc		3,675.00	
179686	Faul Kiri Ann	101-42110-420-43090	650.00	Pre-Employment Exam
179686	Faul Kiri Ann	101-42220-420-43090	400.00	Firefighter Wellness
179686	Faul Kiri Ann	101-00000-000-10108	-800.00	Officer Wellness Visits - Wellness Funds
179686	Faul Kiri Ann	101-00000-000-10100	800.00	Officer Wellness Visits - Wellness Funds
179686	Faul Kiri Ann	101-42110-420-43090	800.00	Officer Wellness Visits - Wellness Funds
	Faul Kiri Ann		1,850.00	
0	Federal Signal Corporation	431-42500-420-45400	1,385.00	Warning Siren Power and Activation

Check Numb	Last Name	Acct 1	Amount	Description
	Federal Signal Corporation		1,385.00	
179687	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Release of Escrow for 2441 14th St NE
179687	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Release of Escrow for 2421 14th St NE
	Fieldstone Family Homes		2,000.00	
0	Force America Distributing LLC	101-43121-430-42210	381.27	Brine Pump Output Seal/Rebuild Kit - Street #118
0	Force America Distributing LLC	101-43121-430-42210	50.24	Briner Pump Output Seal - Streets
	Force America Distributing LLC		431.51	
179688	Fowler Patricia	101-00000-450-34793	277.50	Refund All Around Membership
179688	Fowler Patricia	101-00000-000-20810	19.08	Refund Sales Tax
179688	Fowler Patricia	101-00000-000-20816	1.39	Refund Rice County Tax
	Fowler Patricia		297.97	
179689	Fremarek, Inc.	101-43126-430-42110	240.11	Penetrating Oil
	Fremarek, Inc.		240.11	
0	Further	101-00000-000-21714	1,070.25	Dependent Care Flex
0	Further	101-00000-000-21713	736.51	Medical Flex
0	Further	101-00000-000-21713	10.41	Medical Flex
0	Further	101-00000-000-21714	500.06	Dependent Care Flex
0	Further	602-49480-000-43090	16.50	HSA Participant Fees-January
0	Further	603-49500-000-43090	2.75	HSA Participant Fees-January
0	Further	602-49450-000-43090	5.50	HSA Participant Fees-January
0	Further	101-41800-410-43090	211.50	HSA Participant Fees-January
0	Further	601-49430-000-43090	2.75	HSA Participant Fees-January
0	Further	101-00000-000-21713	100.00	Medical Flex
0	Further	101-00000-000-21713	29.33	Medical Flex
	Further		2,685.56	
179690	Gainey Raymond A	101-45130-450-43131	455.00	Adult Pickleball Clinic Coach-December 2023
	Gainey Raymond A		455.00	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis

Check Numb	Last Name	Acct 1	Amount	Description
	Garlick Brothers LLC		40.00	
0	GearGrid LLC	101-42210-420-42230	57.00	Shelf Top
	GearGrid LLC		57.00	
0	Geiger	101-43190-430-42180	130.23	S Schatz Clothing
	Geiger		130.23	
179645	GIS Benefits	101-00000-000-11510	8.63	T Manz Vision - February
179645	GIS Benefits	101-00000-000-11510	31.65	T Manz Dental - February
179645	GIS Benefits	101-00000-000-11510	31.65	C Springer Dental - February
179645	GIS Benefits	101-00000-000-21711	734.40	Voluntary Short Term Disability - February
179645	GIS Benefits	101-00000-000-11510	8.63	C Springer Vision - February
179645	GIS Benefits	101-00000-000-21710	1,580.40	Voluntary Life Insurance - February
179645	GIS Benefits	101-00000-000-21716	1,042.48	Accident/Critical Illness - February
179645	GIS Benefits	101-00000-000-21715	5,952.80	Dental Insurance Prepaid - February
179645	GIS Benefits	101-00000-000-21717	563.83	Vision Insurance Prepaid - February
179645	GIS Benefits	101-00000-000-11510	111.12	C Springer Life Insurance - February
	GIS Benefits		10,065.59	
179691	Glenn's Service LLC	101-42121-420-44040	120.00	Mount and Balance Tires / #9
179691	Glenn's Service LLC	101-42123-420-44040	79.95	Tire Repair / #16
179691	Glenn's Service LLC	101-42121-420-43090	90.16	Tow '08 Cadillac from Prairie to FPD Storage
179691	Glenn's Service LLC	101-42121-420-43090	90.16	Tow Honda from Western to FPD Evidence Garage
179691	Glenn's Service LLC	101-42121-420-43090	90.16	Tow Toyota from Casey's to FPD Storage Facility / #24-282
179691	Glenn's Service LLC	101-42123-420-43090	90.16	Tow Squad from Airport Dr to FPD Storage Facility / #24-282
	Glenn's Service LLC		560.59	
0	Gliem Brandon	101-42110-420-43310	15.00	Lunch Per Diem / Alexandria Job Fair
	Gliem Brandon		15.00	
0	Global Payments Integrated	101-45110-450-44325	1,265.61	December Credit Card Fees
	Global Payments Integrated		1,265.61	
0	Godfather's Pizza	101-45140-450-42110	66.63	Volleyball Playdate Pizza
0	Godfather's Pizza	101-45110-450-42115	167.43	Pizza - Staff Meeting

Check Numb	Last Name	Acct 1	Amount	Description
0	Godfather's Pizza	101-45500-450-43130	48.71	Programming at Library
	Godfather's Pizza		282.77	
0	Gopher State One Call	601-49430-000-43090	39.61	One Call Locate Tickets for January 2024
0	Gopher State One Call	602-49450-000-43090	39.61	One Call Locate Tickets for January 2024
0	Gopher State One Call	603-49500-000-43090	39.63	One Call Locate Tickets for January 2024
	Gopher State One Call		118.85	
0	Grainger Inc	602-49480-000-42110	100.80	Pipe Couplings
	Grainger Inc		100.80	
0	Great Northern Environmental LLC	602-49480-000-42210	34,724.55	UV Bulbs
0	Great Northern Environmental LLC	602-49450-000-44045	3,547.15	Fine Screen Repair
0	Great Northern Environmental LLC	602-49480-000-42210	2,360.25	Blower Air Filters
0	Great Northern Environmental LLC	602-49480-000-42210	777.10	Blower Air Filters
	Great Northern Environmental LLC		41,409.05	
0	Gustafson Jay	101-45140-450-43090	270.00	Interpreter for Bitty Basketball
	Gustafson Jay		270.00	
0	Gym Works Inc	101-45122-450-44045	954.00	Repair Precor AMT and Bike
	Gym Works Inc		954.00	
179692	Harlequin Sales Corp/Reader Service	101-45500-450-42190	27.56	Books - Acct #328689393
179692	Harlequin Sales Corp/Reader Service	101-45500-450-42190	27.56	Books - Acct #328689385
	Harlequin Sales Corp/Reader Service		55.12	
0	Harry Brown's LLC	101-42123-420-44040	304.70	Car Washes
0	Harry Brown's LLC	101-42123-420-44040	378.95	Car Washes - December
	Harry Brown's LLC		683.65	
0	Hawkins Inc	101-45125-450-42160	30.00	Pool Chemical Tank Fee
0	Hawkins Inc	601-49430-000-42160	1,374.24	Sodium Permanganate
0	Hawkins Inc	101-45122-450-42160	1,154.75	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	4,622.45	Fluoride/Sodium Silicate

Check Numb	Last Name	Acct 1	Amount	Description
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	2,322.00	Chlorine
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	5,979.48	Ammonia/Sodium Permanganate/Sodium Silicate
	Hawkins Inc		15,482.92	
0	Hiawathaland Transit	101-00000-000-20400	175.00	Bus Token Sales - January
	Hiawathaland Transit		175.00	
179693	Hillyard Hutchinson	101-41940-410-42110	643.35	Soap - Paper Towels - Toilet Paper
179693	Hillyard Hutchinson	101-45122-450-42110	2,639.73	Soap - Cleaners - Paper Towels - Toilet Tissue
	Hillyard Hutchinson		3,283.08	
179694	Horwich Jeffrey	101-45500-450-43130	300.00	Strum Brothers Ukulele Program 02/15/2024
	Horwich Jeffrey		300.00	
0	Huber Technology Inc	602-49480-000-42210	1,558.90	Spray Nozzle/Sleeve Screen Parts
	Huber Technology Inc		1,558.90	
179695	Hy-Vee - Accounts Receivable	101-43121-430-42110	12.23	Coffee - Salt and Pepper
179695	Hy-Vee - Accounts Receivable	602-49450-000-42110	1.27	Coffee - Salt and Pepper
179695	Hy-Vee - Accounts Receivable	603-49500-000-42110	0.19	Coffee - Salt and Pepper
179695	Hy-Vee - Accounts Receivable	601-49430-000-42110	1.27	Coffee - Salt and Pepper
	Hy-Vee - Accounts Receivable		14.96	
179696	IFACS	101-45200-450-42110	93.58	Nuts/Bolts
	IFACS		93.58	
0	Imperial Supplies Holdings Inc	101-43126-430-42110	132.60	Windshield Wash Barrel Pump
0	Imperial Supplies Holdings Inc	101-43121-430-42210	32.18	Hydraulic Tank Sight Gauge - Street #105
0	Imperial Supplies Holdings Inc	101-43126-430-42110	608.98	Flange Bolts/Lock Nuts/Fender Washer/Tube Clips Stock
0	Imperial Supplies Holdings Inc	602-49480-000-42210	1,593.18	Heater Fan
	Imperial Supplies Holdings Inc		2,366.94	
0	Innovative Office Solutions LLC	101-42124-420-42010	26.28	Paperclips - Stapler - Staples

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-41910-410-42010	13.28	Desk Pads/Planner
0	Innovative Office Solutions LLC	101-42110-420-42110	53.79	Paper Plates - Cups - Bowls
0	Innovative Office Solutions LLC	101-45500-450-42010	37.97	Krazy Glue/Binder Clips/Red Pens/Cardstock/Legal Copier Paper
0	Innovative Office Solutions LLC	101-45110-450-42010	39.90	Packaging Tape - Markers - Pens
0	Innovative Office Solutions LLC	101-45500-450-42010	43.76	Binder Clips/Laminating Pouches
0	Innovative Office Solutions LLC	101-43121-430-42110	68.36	Batteries
0	Innovative Office Solutions LLC	101-45122-450-42410	951.04	Office Chairs
0	Innovative Office Solutions LLC	101-45110-450-42020	9.00	Memory Stick Reader
0	Innovative Office Solutions LLC	101-42124-420-42010	70.73	File Folders - Heavy Duty Stapler
0	Innovative Office Solutions LLC	101-45500-450-42020	85.35	Receipt Tape
0	Innovative Office Solutions LLC	101-45500-450-42010	7.96	Rubber Bands
0	Innovative Office Solutions LLC	101-41800-410-42010	9.57	Labels
0	Innovative Office Solutions LLC	101-42124-420-42010	6.18	Notepads
	Innovative Office Solutions LLC		1,423.17	
0	Insty-Prints	101-42700-420-42030	74.50	Business Cards / J Shuda
0	Insty-Prints	101-41320-410-42030	74.50	Business Cards - Slechta
0	Insty-Prints	601-49430-000-43430	121.25	Contractor Magnets
0	Insty-Prints	603-49500-000-42030	189.80	Utility Bill Envelopes
0	Insty-Prints	602-49450-000-42030	189.81	Utility Bill Envelopes
0	Insty-Prints	601-49430-000-42030	189.81	Utility Bill Envelopes
0	Insty-Prints	101-42123-420-42030	114.20	No Trespass Notices
	Insty-Prints		953.87	
0	Internal Revenue Service	101-00000-000-21701	122.46	PR Batch 00550.01.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,659.97	PR Batch 00502.01.2024 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	18,093.86	PR Batch 00502.01.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,659.97	PR Batch 00502.01.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	43,651.29	PR Batch 00502.01.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	37.78	PR Batch 00550.01.2024 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	18,093.86	PR Batch 00502.01.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	37.78	PR Batch 00550.01.2024 Medicare Employee
	Internal Revenue Service		93,356.97	
179697	Jake Piller Homes LLC	601-00000-000-20200	64.38	Refund Check 026209-000, 2301 4 St NW
	Jake Piller Homes LLC		64.38	
179698	John Henry Foster MN Inc	602-49480-000-44045	0.01	Compressor Maintenance
179698	John Henry Foster MN Inc	602-49480-000-44045	3,088.78	Air Compressor Maintenance

Check Numb	Last Name	Acct 1	Amount	Description
179698	John Henry Foster MN Inc	602-49480-000-44045	-0.01	Compressor Maintenance
179698	John Henry Foster MN Inc	602-49480-000-44045	1,692.26	Maintenance Contract 2/1/24 to 4/30/24
	John Henry Foster MN Inc		4,781.04	
179699	Johnson Tricia	101-45140-450-43090	70.00	Interpreting Services - Bitty Basketball
	Johnson Tricia		70.00	
179700	JS MD Sigma PLLC	101-00000-000-10100	17,500.00	Cardiac Screening-Public Safety Aid Funds
179700	JS MD Sigma PLLC	101-00000-000-10113	-17,500.00	Cardiac Screening-Public Safety Aid Funds
179700	JS MD Sigma PLLC	101-42110-420-43090	17,500.00	Cardiac Screening-Public Safety Aid Funds
	JS MD Sigma PLLC		17,500.00	
0	Keystone Interpreting Solutions Inc	240-46210-460-43131	291.60	Interpreting Services Enviornmental Commission
	Keystone Interpreting Solutions Inc		291.60	
0	Kimley-Horn and Associates Inc	601-49430-000-45300	947.37	Watermain Crossing 2023-09 Thru 12/31/23
0	Kimley-Horn and Associates Inc	404-45200-450-45200	42,357.44	Viaduct Park Planning Services
	Kimley-Horn and Associates Inc		43,304.81	
179701	Krampitz Jr Martin Havin	101-43126-430-42110	444.16	Squeegees/Hold Down Strap/Vacuum Inlet Tube/Gaskets
	Krampitz Jr Martin Havin		444.16	
179702	Lamperts	101-45200-450-42110	874.60	Boards for Benches
179702	Lamperts	101-45122-450-42230	80.56	Ceiling Tile
	Lamperts		955.16	
179703	Land to Home Development Inc	601-00000-000-20200	27.36	Refund Check 020591-001, 420 2 St NE
	Land to Home Development Inc		27.36	
179704	Lano Equipment Inc	431-45200-450-45400	73,456.15	Bobcat Toolcat
	Lano Equipment Inc		73,456.15	
179706	League of Minnesota Cities Ins Trust	705-41950-000-44450	304.39	LMC Claim GL328110-Tree Branch Fell on Power Line
179706	League of Minnesota Cities Ins Trust	601-49430-000-44450	50,000.00	LMC Claim GL231574 Well 5 Project

Check Num	Last Name	Acct 1	Amount	Description
179705	League of Minnesota Cities Ins Trust	101-41800-410-41510	522.57	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	240-46210-460-41510	654.23	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45125-450-41510	5,442.73	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-41580-410-41510	357.03	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45200-450-41510	15,096.58	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-43190-430-41510	1,397.27	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45130-450-41510	1,336.64	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45500-450-41510	1,921.95	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45122-450-41510	3,017.22	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-42123-420-41510	73,400.50	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45110-450-41510	1,151.04	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-41320-410-41510	557.99	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-43126-430-41510	2,965.22	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	603-49500-000-41510	1,688.48	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-42400-420-41510	948.22	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-42110-420-41510	20,222.06	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45126-450-41510	408.42	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45140-450-41510	1,967.84	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-41910-410-41510	938.23	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	902-00000-000-23935	-268,457.00	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	290-46500-462-43610	1,975.00	EDA Property/Liability Insurance
179705	League of Minnesota Cities Ins Trust	101-42121-420-41510	26,346.64	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-42220-420-41510	45,902.99	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-42124-420-41510	630.17	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-41940-410-41510	1,448.75	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	601-49430-000-41510	4,188.03	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-41510-410-41510	835.01	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	602-49480-000-41510	9,237.40	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-42210-420-41510	5,333.07	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	902-00000-000-23935	268,457.00	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-41110-410-41510	31.71	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-45122-450-41510	807.73	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-43121-430-41510	22,421.72	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-41350-410-41510	206.26	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-42700-420-41510	4,569.51	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	101-43110-430-41510	222.38	Work Comp Premium - 1st & 2nd Qtrtr
179705	League of Minnesota Cities Ins Trust	602-49450-000-41510	12,281.41	Work Comp Premium - 1st & 2nd Qtrtr
	League of Minnesota Cities Ins Trust		320,736.39	
0	Lexipol LLC	101-42220-420-43140	1,765.44	EMS Mobile Platform

Check Numb	Last Name	Acct 1	Amount	Description
	Lexipol LLC		1,765.44	
179707	Loffler Companies Inc	902-00000-000-23935	122.12	Loffler Print Subscription
179707	Loffler Companies Inc	101-45110-450-44045	0.91	Community Center Back Desk/Paul Print Fee
179707	Loffler Companies Inc	602-49480-000-44045	5.98	Waste Water Print Fee
179707	Loffler Companies Inc	101-42124-420-44045	14.34	Police Records & Evidence Print Fee
179707	Loffler Companies Inc	101-41800-410-44045	11.27	HR Print Fee
179707	Loffler Companies Inc	101-42110-420-44045	5.73	Police Administration Print Fee
179707	Loffler Companies Inc	101-45200-450-44045	0.05	Parks Print Fee
179707	Loffler Companies Inc	101-43126-430-44045	1.09	Public Works Maintenance Shop Print Fee
179707	Loffler Companies Inc	101-42110-420-44045	4.92	Police Investigations Print Fee
179707	Loffler Companies Inc	601-49430-000-44045	0.10	Public Works Water Plant
179707	Loffler Companies Inc	101-45500-450-44045	0.42	Library Print Fee
179707	Loffler Companies Inc	101-42123-420-44045	50.59	Police Patrol Print Fee
179707	Loffler Companies Inc	101-41320-410-44045	1.80	Administration Print Fee
179707	Loffler Companies Inc	101-43121-430-44045	0.11	Sign Shop Print Fee
179707	Loffler Companies Inc	240-46210-460-44045	0.02	Community & Economic Development Print Fee
179707	Loffler Companies Inc	101-41510-410-44045	24.15	Finance Print Fee
179707	Loffler Companies Inc	902-00000-000-23935	-122.12	Loffler Print Subscription
179707	Loffler Companies Inc	602-49450-000-44045	0.59	Utilities Desk in Back Print Fee
179707	Loffler Companies Inc	101-43110-430-44045	0.05	Public Works Department Print Fee
179707	Loffler Companies Inc	101-41910-410-44160	61.53	Copier Lease for Planning & Zoning
179707	Loffler Companies Inc	101-42400-420-44160	37.87	Copier 1/1/24-1/31/24
179707	Loffler Companies Inc	101-41940-410-44160	156.05	Copier Fees
179707	Loffler Companies Inc	101-42210-420-44160	18.47	Copier Charges 01/01/2024 to 01/31/2024
179707	Loffler Companies Inc	240-46210-460-44160	61.52	Copier Lease for CED
179707	Loffler Companies Inc	101-42124-420-44160	111.63	Black and White and Color Copies
	Loffler Companies Inc		569.19	
0	MacQueen Equipment LLC	101-43121-430-42210	678.32	Hopper Rest Pads/Dirt Deflector/Dirt Shoe Weldment/Etc
0	MacQueen Equipment LLC	101-43121-430-42210	105.78	Hydraulic Side Cover/Cylinder Seal Kit/Fittings - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	119.36	Grease Line Fittings - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	124.77	Hydraulic Cylinder Poly Bushings - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	295.53	Mirrors - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	235.00	Dirt Deflector/Water Nozzles - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	71.64	Rocker Switches - Street #115
0	MacQueen Equipment LLC	101-43121-430-42210	85.11	Multi Function Switches - Street #115
0	MacQueen Equipment LLC	101-42220-420-42170	207.23	MSA Headstrap
	MacQueen Equipment LLC		1,922.74	

Check Numb	Last Name	Acct 1	Amount	Description
179647	Madison National Life Insurance Co Inc	101-00000-000-21711	1,652.16	PR Batch 00502.01.2024 Long Term Disability
179646	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-Time Firefighters Life Insurance
179646	Madison National Life Insurance Co Inc	101-00000-000-21710	3,274.85	Life Insurance - February
179647	Madison National Life Insurance Co Inc	101-00000-000-21711	-13.94	J Holm LTD
179647	Madison National Life Insurance Co Inc	101-00000-000-21711	12.85	D Delesha LTD
179647	Madison National Life Insurance Co Inc	101-00000-000-21711	-11.92	S Majewski LTD
	Madison National Life Insurance Co Inc		4,985.52	
0	Martin-McAllister Consulting Psychologists Inc	101-42123-420-43090	1,875.00	Public Safety Assessments - Police
	Martin-McAllister Consulting Psychologists Inc		1,875.00	
0	Matejcek Implement Company	101-45200-450-42210	2.40	O-Ring
0	Matejcek Implement Company	101-43121-430-42210	5.31	Hydraulic Elbow - Street #115
0	Matejcek Implement Company	101-43121-430-42210	5.22	Hydraulic Bulkhead Fitting - Street #118
	Matejcek Implement Company		12.93	
0	McCarthy-Cray Brandon	101-42123-420-43310	70.00	Gas / DRE Training
0	McCarthy-Cray Brandon	101-42123-420-42180	164.00	Pants for DRE School
	McCarthy-Cray Brandon		234.00	
0	Merchant Services	101-45500-450-44325	380.42	Bank Fees-December
	Merchant Services		380.42	
0	Met-Con Construction Inc	437-41940-410-45200	140,460.35	City Hall Restrooms Renovation - Payment #2
0	Met-Con Construction Inc	602-49480-000-44160	303.00	Crane to Install Mixer
	Met-Con Construction Inc		140,763.35	
0	Metronet Holdings LLC	101-42123-420-43250	641.58	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	85.60	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	29.33	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	205.76	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	59.78	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	19.93	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	410.38	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	553.83	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	213.61	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	811.22	Hosted Phone System

Check Numb	Last Name	Acct 1	Amount	Description
0	Metronet Holdings LLC	101-45500-450-43250	601.13	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	-8,330.89	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	879.33	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	59.78	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	115.04	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	157.19	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	49.26	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	128.98	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	160.66	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	294.87	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	342.12	Hosted Phone System-Robinwood
0	Metronet Holdings LLC	101-41940-410-43250	623.20	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	251.02	Hosted Phone System
0	Metronet Holdings LLC	101-41800-410-43250	69.20	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	227.50	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	140.74	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	450.55	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	39.86	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	8,330.89	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	287.87	Hosted Phone System
0	Metronet Holdings LLC	602-49480-000-43250	381.71	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	39.86	Hosted Phone System
Metronet Holdings LLC			8,330.89	
179708	Midwest Collision Center Inc	705-41950-000-44450	4,457.98	Squad Repair / #4
Midwest Collision Center Inc			4,457.98	
0	Midwest Tape LLC	101-45500-450-42192	26.24	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	743.84	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	30.62	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	132.71	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	162.96	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	106.22	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	29.24	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	42.42	Audio/Visual
0	Midwest Tape LLC	101-45500-450-43096	565.31	Hoopla
0	Midwest Tape LLC	101-45500-450-42192	34.48	Audio/Visual
Midwest Tape LLC			1,874.04	
179709	Midwest Tree LLC	602-49480-000-44050	5,000.00	Tree Removal LaDonna Ln

Check Numb	Last Name	Acct 1	Amount	Description
	Midwest Tree LLC		5,000.00	
179710	Minnesota Chiefs of Police Association	101-42110-420-44330	212.00	Annual Membership - 2024 / D Dillon
179710	Minnesota Chiefs of Police Association	101-42110-420-44330	212.00	Annual Membership - 2024 / J Severson
	Minnesota Chiefs of Police Association		424.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00502.01.2024 Child Support
	Minnesota Child Support Payment Center		711.11	
179711	Minnesota Department of Agriculture	101-45200-450-44390	60.00	Pesticide Application License Renewals-Parks
	Minnesota Department of Agriculture		60.00	
179640	Minnesota Department of Public Safety	101-42210-420-43140	350.00	Governor's Homeland Security & Emergency Mgmt Conference
	Minnesota Department of Public Safety		350.00	
0	Minnesota Department of Revenue	101-00000-000-21702	18,687.85	PR Batch 00502.01.2024 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	83.44	PR Batch 00550.01.2024 State Income Tax
	Minnesota Department of Revenue		18,771.29	
0	Minnesota Department of Revenue-WIRES	602-49450-000-44390	55.74	December Fuel Tax
0	Minnesota Department of Revenue-WIRES	101-43121-430-44390	229.89	December Fuel Tax
0	Minnesota Department of Revenue-WIRES	101-45200-450-44390	16.47	December Fuel Tax
0	Minnesota Department of Revenue-WIRES	101-00000-000-20816	1.00	Sales Tax Over-December
0	Minnesota Department of Revenue-WIRES	601-00000-000-20810	4,523.04	December Sales Tax
0	Minnesota Department of Revenue-WIRES	601-00000-000-20816	328.95	December Sales Tax
0	Minnesota Department of Revenue-WIRES	101-00000-000-20816	99.44	December Sales Tax
0	Minnesota Department of Revenue-WIRES	101-00000-000-20810	1,365.57	December Sales Tax
0	Minnesota Department of Revenue-WIRES	101-45110-450-44310	-1.00	Sales Tax Over-December
	Minnesota Department of Revenue-WIRES		6,619.10	
179712	Minnesota Pollution Control Agency	602-49480-000-43140	55.00	Class B Wastewater Exam Fee - T Glende
179712	Minnesota Pollution Control Agency	602-49450-000-43140	55.00	Collections License Application - S McDermott
	Minnesota Pollution Control Agency		110.00	
0	Minnesota Public Facilities Authority	601-49430-000-46110	37,765.00	2019 PFA Loan Interest

Check Numb	Last Name	Acct 1	Amount	Description
0	Minnesota Public Facilities Authority	601-49430-000-46110	2,250.00	2021 PFA Loan Interest
0	Minnesota Public Facilities Authority	602-49480-000-46110	104,970.75	2009 PFA Loan Interest
	Minnesota Public Facilities Authority		144,985.75	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	783.80	Biosolids Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		3,639.80	
179648	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00502.01.2024 Mission Square
	Mission Square 303492		50.00	
0	Mississippi Welders Supply Inc	101-43126-430-42110	102.00	Welding Gloves
	Mississippi Welders Supply Inc		102.00	
179713	Mitchell Repair Information Company LLC	101-43126-430-43095	2,630.80	Vehicle Repair Information Software
	Mitchell Repair Information Company LLC		2,630.80	
0	MN Dept of Employment & Economic Development - Wir	101-45130-450-41420	5.55	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	101-00000-000-20200	823.51	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	101-00000-000-20800	-823.51	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	101-42220-420-41420	48.08	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	240-00000-000-20200	3,185.04	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	101-43121-430-41420	475.88	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	240-46210-460-41420	3,185.04	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	101-45200-450-41420	294.00	Unemployment Benefits Qtr 4 2023
0	MN Dept of Employment & Economic Development - Wir	240-00000-000-20800	-3,185.04	Unemployment Benefits Qtr 4 2023
	MN Dept of Employment & Economic Development - Wir		4,008.55	
179714	MN-LEAP	101-42124-420-44330	50.00	Membership 2024

Check Numb	Last Name	Acct 1	Amount	Description
179714	MN-LEAP	101-42110-420-44330	50.00	Membership 2024 / C Holm
179714	MN-LEAP	101-42124-420-44330	50.00	Membership 2024 / E Braun
179714	MN-LEAP	101-42124-420-44330	50.00	Membership 2024
	MN-LEAP		200.00	
0	Money Movers Inc	101-45110-450-43090	11.00	Insurance Reimbursement Maintenance Fee
	Money Movers Inc		11.00	
0	Motor Parts & Equipment Corp	601-49430-000-42110	18.11	Silicone Spray/Electrical Cleaner
0	Motor Parts & Equipment Corp	101-43121-430-42410	5.39	Socket
0	Motor Parts & Equipment Corp	101-43121-430-42210	53.96	Wax/Socket/Window Weather Stripping/Paint - Street #115
0	Motor Parts & Equipment Corp	101-43121-430-42210	35.99	Window Weather Stripping - Street #115
0	Motor Parts & Equipment Corp	602-49450-000-42410	32.99	Swivel Tool
0	Motor Parts & Equipment Corp	601-49430-000-42210	7.12	Fuse Holder
0	Motor Parts & Equipment Corp	101-43121-430-42210	26.87	Air Filter - Street #115
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.15	Antenna - Street #619
0	Motor Parts & Equipment Corp	101-41940-410-42210	55.98	Side Turn Signal
0	Motor Parts & Equipment Corp	602-49480-000-42110	37.76	Ventilation Belts
0	Motor Parts & Equipment Corp	101-43121-430-42210	72.25	Panel Filter/Oil Filters/Air Filters/Seal Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	27.09	Panel Filter/Oil Filters/Air Filters/Seal Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	36.13	Panel Filter/Oil Filters/Air Filters/Seal Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	18.06	Panel Filter/Oil Filters/Air Filters/Seal Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	27.09	Panel Filter/Oil Filters/Air Filters/Seal Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	45.62	Fuel Filter Unit 25
0	Motor Parts & Equipment Corp	101-45110-450-42210	405.57	Bracketed Calipers - Disc Pad - Brake Rotor - Core Deposits -
0	Motor Parts & Equipment Corp	101-45110-450-42210	-132.00	CREDIT - Core Deposits
0	Motor Parts & Equipment Corp	101-45110-450-42210	87.00	Brake Rotor
0	Motor Parts & Equipment Corp	101-42123-420-44040	45.88	Windshield Washer Fluid - Shop Towels
0	Motor Parts & Equipment Corp	602-49450-000-42210	9.78	Battery Terminals Unit 18
0	Motor Parts & Equipment Corp	602-49480-000-42210	6.49	Clamp Unit 29
0	Motor Parts & Equipment Corp	602-49450-000-42210	32.49	Water Temperature Gauge Unit 18
0	Motor Parts & Equipment Corp	601-49430-000-42110	54.76	Paint and Primer
0	Motor Parts & Equipment Corp	601-49430-000-42410	46.08	Digital Gauge/Chuck
0	Motor Parts & Equipment Corp	101-45200-450-42210	58.00	Fuel Line Hose
0	Motor Parts & Equipment Corp	101-43121-430-42210	13.79	Plastic Polish - Street #115
0	Motor Parts & Equipment Corp	602-49480-000-42410	14.49	Wire Wheel Grinder
0	Motor Parts & Equipment Corp	101-43121-430-42210	6.32	Coated Hose Clamps - Street #115
0	Motor Parts & Equipment Corp	101-42123-420-42210	-35.60	Primary Wire for Stock Credit
0	Motor Parts & Equipment Corp	101-45200-450-42210	-17.80	Primary Wire for Stock Credit
0	Motor Parts & Equipment Corp	601-49430-000-42210	-13.35	Primary Wire for Stock Credit
0	Motor Parts & Equipment Corp	602-49450-000-42210	-13.35	Primary Wire for Stock Credit

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	602-49450-000-42210	-74.69	Tank Heater Return Credit
0	Motor Parts & Equipment Corp	101-43121-430-42210	-8.90	Primary Wire for Stock Credit
0	Motor Parts & Equipment Corp	101-42400-420-42210	29.34	Fluid Filter/Wiper Blade/Panel Filter - #3
0	Motor Parts & Equipment Corp	101-45200-450-42210	19.29	Fuel Filter/Paint
0	Motor Parts & Equipment Corp	101-45200-450-42210	16.14	Filter Seal Park #50
0	Motor Parts & Equipment Corp	101-45200-450-42210	16.14	Filter
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.33	Filter
0	Motor Parts & Equipment Corp	602-49450-000-42110	7.49	Side Terminals
0	Motor Parts & Equipment Corp	101-43121-430-42210	12.49	Self Etching Primer - Street #404
0	Motor Parts & Equipment Corp	101-43121-430-42210	33.03	Cabin Air Filter - Street #115
0	Motor Parts & Equipment Corp	101-45200-450-42210	26.05	Panel Filters - Oil Filters - Seal Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	52.08	Panel Filters - Oil Filters - Seal Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	3.73	Oil Filter for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	19.53	Panel Filters - Oil Filters - Seal Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	19.53	Panel Filters - Oil Filters - Seal Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	4.96	Oil Filter for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	3.73	Oil Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.49	Oil Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	13.02	Panel Filters - Oil Filters - Seal Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	9.94	Oil Filter for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	16.14	Filter
0	Motor Parts & Equipment Corp	101-43126-430-42110	191.80	Nitrile Gloves Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	24.75	Radiator Cap/High Temp Silicone - Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	151.74	Headlight Switch/Water Pump/Etc Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	146.67	Oil Cooler Lines/Headlight Switch Connector - Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	9.99	Shrink Tube - Street #294
0	Motor Parts & Equipment Corp	101-42500-420-42110	2.69	Fuse
0	Motor Parts & Equipment Corp	602-49480-000-42130	32.90	Oil
	Motor Parts & Equipment Corp		1,867.51	
179715	MSSA	101-43121-430-44330	100.00	Mn Street Superintendents Assn Membership
	MSSA		100.00	
0	MTI Distributing Inc	101-45200-450-42210	2,061.13	Brake Assemblies
0	MTI Distributing Inc	101-45200-450-42210	237.81	Brake Shoes
0	MTI Distributing Inc	101-45200-450-42210	143.99	Air Filter
	MTI Distributing Inc		2,442.93	
179716	MWOA	602-49480-000-43140	20.00	Section Meeting S McDowell
179716	MWOA	602-49480-000-43140	20.00	Section Meeting M Mensing

Check Numb	Last Name	Acct 1	Amount	Description
179716	MWOA	601-49430-000-43140	20.00	Section Meeting T Judd
179716	MWOA	601-49430-000-43140	20.00	Section Meeting K Struck
	MWOA		80.00	
179717	National Business Furniture LLC	437-41940-410-42410	4,556.48	Chairs for 3rd Floor
	National Business Furniture LLC		4,556.48	
0	NCL of Wisconsin Inc	602-49480-000-42110	269.90	Thermometer
	NCL of Wisconsin Inc		269.90	
179649	NCPERS Group Life Ins	101-00000-000-21710	192.00	PR Batch 00502.01.2024 PERA Life Insurance
	NCPERS Group Life Ins		192.00	
0	Northern Safety Technology Inc	101-43121-430-42210	49.26	Magnetic Mic Part #115
	Northern Safety Technology Inc		49.26	
179718	Northern Star Council BSA	101-42123-420-43130	1,520.00	Explorer Registration / 16 Explorers - 6 Leaders
	Northern Star Council BSA		1,520.00	
0	Orchard Trust Company	101-00000-000-21706	11,401.00	PR Batch 00502.01.2024 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,307.00	PR Batch 00502.01.2024 Roth Deferred Compensation
	Orchard Trust Company		13,708.00	
0	Paape Companies Inc	101-45122-450-44010	1,917.80	Repair Rooftop Unit
	Paape Companies Inc		1,917.80	
0	Pantheon Computer Systems Inc	101-41580-410-43090	10,500.00	February IT Services
	Pantheon Computer Systems Inc		10,500.00	
179719	PermitWorks, LLC	101-42400-420-43095	3,680.00	Permit & Inspections Software
	PermitWorks, LLC		3,680.00	
179720	PHB Faribault Properties	601-00000-000-20200	36.77	Refund Check 018616-000, 302 1 Ave NW

Check Numb	Last Name	Acct 1	Amount	Description
	PHB Faribault Properties		36.77	
0	Plunkett's Pest Control	101-41940-410-44010	105.00	Pest Control
	Plunkett's Pest Control		105.00	
0	Public Employees Retirement Association	101-00000-000-21705	21,244.31	PR Batch 00502.01.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,411.72	PR Batch 00502.01.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,728.06	PR Batch 00502.01.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00502.01.2024 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	313.78	PR Batch 00550.01.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	470.68	PR Batch 00550.01.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	28,092.08	PR Batch 00502.01.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00502.01.2024 PERA Defined
	Public Employees Retirement Association		87,863.09	
0	PVS Technologies Inc	602-49480-000-42160	10,754.18	Ferric Phos Removal
	PVS Technologies Inc		10,754.18	
0	R C Bliss Inc	101-42123-420-42210	108.02	Battery / #16
	R C Bliss Inc		108.02	
179721	Remme Jackie	101-42123-420-43090	75.00	Removed/Replaced Patches - Hemmed Pants -Explorers
	Remme Jackie		75.00	
0	Rent 'N' Save Portable Services	101-45200-450-44160	60.00	Portable Restroom Rental Slevin Park
	Rent 'N' Save Portable Services		60.00	
179641	Rice County	873-49499-000-44371	6,949.50	Roberds Lake Sewer Collected - December
179722	Rice County	101-45200-450-44330	350.00	Mills Town Trail Admin. Fees
	Rice County		7,299.50	
179723	Rice County Environmental Services - Solid Waste	101-00000-000-20800	-16.00	Tires Disposal
179723	Rice County Environmental Services - Solid Waste	101-43121-430-43840	16.00	Tires Disposal
179723	Rice County Environmental Services - Solid Waste	101-00000-000-20200	16.00	Tires Disposal
179723	Rice County Environmental Services - Solid Waste	101-41940-410-43840	15.00	City Hall Microwave Disposal

Check Numb	Last Name	Acct 1	Amount	Description
	Rice County Environmental Services - Solid Waste		31.00	
179724	Rice County Sheriff	101-42123-420-42070	1,000.00	Range Use
179724	Rice County Sheriff	101-42123-420-43135	1,000.00	K9 Use
	Rice County Sheriff		2,000.00	
179725	Rice/Steele 911 Center	101-42123-420-44330	1,800.00	Logis - Axon Cameras 1/1/24 - 12/31/24
	Rice/Steele 911 Center		1,800.00	
179726	River Bend Nature Center	101-45200-450-43090	1,380.00	River Bend Nature Ski Trail Grant Pass Thru
	River Bend Nature Center		1,380.00	
0	Ronco Engineering Sales	101-43126-430-42110	323.57	Hydraulic Fitting Stock
0	Ronco Engineering Sales	101-45200-450-42210	163.79	Hydraulic Fittings
0	Ronco Engineering Sales	602-49450-000-42210	87.98	Seal Kit
	Ronco Engineering Sales		575.34	
179727	Rowe Hubert	601-00000-000-20200	74.37	Refund Check 006439-001, 808 Prairie Ave
	Rowe Hubert		74.37	
179728	S.J. Electro Systems LLC	602-49480-000-42210	925.00	Pump Controller
179728	S.J. Electro Systems LLC	602-49480-000-42210	9,001.75	Pump PLC
	S.J. Electro Systems LLC		9,926.75	
179729	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer Service
	Safety-Kleen Systems Inc		103.15	
0	Sanco Equipment LLC	101-45200-450-42210	65.88	Switch & Air Filters Park #62
0	Sanco Equipment LLC	101-45200-450-42210	153.95	Mount Isolator - Spray Paint Parks #62
0	Sanco Equipment LLC	101-45200-450-42210	90.37	Air Filter Park #62
0	Sanco Equipment LLC	101-45200-450-42210	23.20	Compressor Belt
0	Sanco Equipment LLC	101-45200-450-42210	299.53	Alternator Belt and Switch
0	Sanco Equipment LLC	602-49450-000-42210	51.07	Coupler Unit 29

Check Numb	Last Name	Acct 1	Amount	Description
	Sanco Equipment LLC		684.00	
0	Schirmer Walter D	101-45126-450-44010	450.00	Snow Removal
0	Schirmer Walter D	101-45200-450-43090	2,190.00	Snow Removal
0	Schirmer Walter D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Walter D		3,035.00	
0	Schumacher Excavating Inc	476-43121-430-45313	8,919.95	(2022-13) Pay Req 10 Final
	Schumacher Excavating Inc		8,919.95	
0	SCP Distributors LLC	101-45122-450-42110	136.99	Pool Lane Line Part
	SCP Distributors LLC		136.99	
0	Selco	101-45500-450-43096	8,056.86	Overdrive Subscription-Library
0	Selco	101-45500-450-44160	4,500.00	PC Leasing of 9 Computers
0	Selco	101-45500-450-43250	2,136.05	Selco ILS Package and PC Support
	Selco		14,692.91	
179730	Sherek Becky	601-49430-000-43090	1,015.00	SCBA Physicals
179730	Sherek Becky	101-42220-420-43090	3,177.30	Firefighter Medical Evaluations/Bloodwork/PSA Draws
	Sherek Becky		4,192.30	
179731	Sherwin Williams Company #3037	101-45200-450-42110	20.36	Paint Rollers
	Sherwin Williams Company #3037		20.36	
0	SHI International Corp	101-00000-000-10100	38,385.10	Cradlepoint - Public Safety Funds
0	SHI International Corp	101-42110-420-42410	38,385.10	Cradlepoint - Public Safety Funds
0	SHI International Corp	101-00000-000-10113	-38,385.10	Cradlepoint - Public Safety Funds
0	SHI International Corp	101-42110-420-42410	4,507.10	Hardware for CradlePoint Cameras - BJA GrantD
0	SHI International Corp	601-49430-000-45400	1,580.00	Antennas For Verkada Project
0	SHI International Corp	101-45110-450-42420	2,038.00	Computers - Community Center Front Desk
0	SHI International Corp	101-42121-420-42420	350.00	Docking Stations
0	SHI International Corp	101-42121-420-42420	1,350.00	Notebook / J Severson
0	SHI International Corp	602-49450-000-42420	238.33	Work Order Computer
0	SHI International Corp	603-49500-000-42420	238.33	Work Order Computer
0	SHI International Corp	601-49430-000-42420	238.34	Work Order Computer

Check Numb	Last Name	Acct 1	Amount	Description
	SHI International Corp		48,925.20	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
0	Shuda Matthew	101-42121-420-43310	295.00	Meal Per Diem / Cellebrite CCO CCPA Training
	Shuda Matthew		295.00	
179732	Sign Solutions USA, LLC	101-43170-430-42240	938.97	Transfer Tape for Street Signs
	Sign Solutions USA, LLC		938.97	
179733	Simon Construction LLC	101-00000-420-32210	90.00	Building Permit Refund #2024-00088
179733	Simon Construction LLC	101-00000-000-20820	1.00	Building Permit Refund Surcharge #2024-00088
	Simon Construction LLC		91.00	
0	Skyline Salt Solutions	101-43125-430-42160	2,256.20	Road Salt
0	Skyline Salt Solutions	101-43125-430-42160	10,603.18	Road Salt
	Skyline Salt Solutions		12,859.38	
0	SMART	101-45110-450-44330	25.00	SE MN Assn Regional Trails 2024 Annual Dues
	SMART		25.00	
179734	Smestad Eric	601-00000-000-20200	40.19	Refund Check 015903-000, 1515 Saint Paul Ave
	Smestad Eric		40.19	
0	Sophos Payment Resources	101-41580-410-43095	960.00	Sophos Subscription
	Sophos Payment Resources		960.00	
179735	South Metro SWAT	101-42110-420-44330	17,500.00	SWAT Dues 2024
	South Metro SWAT		17,500.00	
179736	Southern MN Recreation & Park Assoc	101-45110-450-44330	75.00	MRPA Memberships (5)

Check Numb	Last Name	Acct 1	Amount	Description
	Southern MN Recreation & Park Assoc		75.00	
179737	Spectrum	601-49430-000-44450	365.21	Communication Line Damaged
	Spectrum		365.21	
0	Springbrook Holding Company LLC	601-49430-000-44325	1,632.50	Civic Pay Transaction Fees - December
0	Springbrook Holding Company LLC	602-49450-000-44325	1,632.50	Civic Pay Transaction Fees - December
0	Springbrook Holding Company LLC	601-49430-000-44325	1,681.00	CivicPay Transaction Fees January
0	Springbrook Holding Company LLC	602-49450-000-44325	1,681.00	CivicPay Transaction Fees January
	Springbrook Holding Company LLC		6,627.00	
0	Springbrook-ACH Fees	602-49450-000-44325	485.71	December Fees
0	Springbrook-ACH Fees	601-49430-000-44325	485.70	December Fees
	Springbrook-ACH Fees		971.41	
179738	Star Sports & Apparel LLC	601-49430-000-42170	35.00	Safety Vests
	Star Sports & Apparel LLC		35.00	
0	State Bank of Faribault-Bank Fees	101-41510-410-44325	6.00	Token Fee
	State Bank of Faribault-Bank Fees		6.00	
179642	State of Minnesota	101-43126-430-43140	30.00	Inspection Decals
179642	State of Minnesota	101-43126-430-43140	20.00	Inspection Decals
179642	State of Minnesota	101-43126-430-43140	30.00	Inspection Decals
	State of Minnesota		80.00	
0	Team Laboratory Chemical LLC	602-49450-000-42160	3,437.50	Sanitary Liftstation Degreaser
	Team Laboratory Chemical LLC		3,437.50	
179739	The UPS Store	602-49480-000-43250	614.60	Water Sample Shipping
179739	The UPS Store	602-49480-000-43250	197.66	Water Sample Shipping
179739	The UPS Store	602-49480-000-43250	219.09	Shipping for Water Sample
179739	The UPS Store	101-42124-420-42110	68.00	Notary Stamps / J Bestul and E Glende

Check Numb	Last Name	Acct 1	Amount	Description
	The UPS Store		1,099.35	
179740	Thomson Reuters - West	101-42121-420-43090	500.01	CLEAR
	Thomson Reuters - West		500.01	
179741	T-Mobile	101-45500-450-43096	181.04	Hotspots
	T-Mobile		181.04	
179742	TRI Air Testing Inc	101-42220-420-43090	227.00	Moisture Air Test
	TRI Air Testing Inc		227.00	
179643	Truck Center Companies East LLC	101-43121-430-42210	27.78	Stainless Steel Bolts - Street #105
179643	Truck Center Companies East LLC	101-43121-430-42210	9.40	Radio Antenna - Street #619
179643	Truck Center Companies East LLC	101-43121-430-42210	196.24	Oil Filter Kit/Slack Adjuster/Fuel Filter - Street #118
179643	Truck Center Companies East LLC	101-43121-430-42210	284.96	High Pressure Fuel Line Kits - Street #118
179743	Truck Center Companies East LLC	101-43121-430-42210	79.99	Oil Pressure Sensor/Sealing Washer - Street #118
179743	Truck Center Companies East LLC	101-43121-430-42210	29.86	Oil Filter Kit - Street #619
179743	Truck Center Companies East LLC	101-43121-430-42210	29.86	Oil Filter Kit - Street #123
	Truck Center Companies East LLC		658.09	
0	Union Pacific Railroad Co	601-49430-000-45300	1,368.50	2023-09 Pipeline Crossing Agreement
	Union Pacific Railroad Co		1,368.50	
0	Utility Consultants Inc	601-49430-000-43090	556.92	Coliform Testing
0	Utility Consultants Inc	602-49480-000-43090	1,296.72	Lab Testing
	Utility Consultants Inc		1,853.64	
179744	Verizon Wireless	601-49430-000-43210	283.76	Cell Phone Service - Water Distribution
179744	Verizon Wireless	101-41350-410-43210	41.24	Cell Phone Service - Communications
179744	Verizon Wireless	101-45200-450-43210	40.01	Cell Phone Service - Parks
179744	Verizon Wireless	101-42110-420-43210	165.21	Cell Phone Service - Police Administration
179744	Verizon Wireless	101-43110-430-43210	81.25	Cell Phone Service - PW Admin
179744	Verizon Wireless	101-42123-420-43210	1,069.78	Cell Phone Service - Patrol
179744	Verizon Wireless	101-42700-420-43210	164.96	Cell Phone Service - Special Services
179744	Verizon Wireless	902-00000-000-23935	-3,372.52	Monthly Phone Bill-January
179744	Verizon Wireless	101-42400-420-43210	284.99	Cell Phone Service - Building Codes

Check Numb	Last Name	Acct 1	Amount	Description
179744	Verizon Wireless	101-41510-410-43210	82.48	Cell Phone Service - Finance
179744	Verizon Wireless	603-49500-000-43210	81.52	Cell Phone Service - Storm Water Utility
179744	Verizon Wireless	602-49450-000-43210	243.75	Cell Phone Service - Sewer Collection
179744	Verizon Wireless	101-42121-420-43210	247.44	Cell Phone Service - Investigations
179744	Verizon Wireless	101-43121-430-43210	41.24	Cell Phone Service - Streets
179744	Verizon Wireless	101-45500-450-43210	41.24	Cell Phone Service - Library
179744	Verizon Wireless	101-43190-430-43210	41.24	Cell Phone Service - Engineering
179744	Verizon Wireless	101-41580-410-43210	92.48	Cell Phone Service - IT
179744	Verizon Wireless	101-45110-450-43210	122.49	Cell Phone Service - Parks & Rec
179744	Verizon Wireless	101-42210-420-43210	41.24	Cell Phone Service - Fire Administration
179744	Verizon Wireless	101-41940-410-43210	82.48	Cell Phone Service - Building Maintenance
179744	Verizon Wireless	902-00000-000-23935	3,372.52	Monthly Phone Bill-January
179744	Verizon Wireless	101-42220-420-43210	123.72	Cell Phone Service - Fire Suppression
179744	Verizon Wireless	101-42121-420-43210	40.01	Drone Jetpack
179744	Verizon Wireless	101-42110-420-43210	35.01	Data/Admin Ipad
179744	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
179744	Verizon Wireless	101-42123-420-43210	774.02	Data Air Cards - MDC
179744	Verizon Wireless	101-43121-430-43210	35.01	Data Sign Shop
179744	Verizon Wireless	101-41350-410-43210	40.01	Jetpack Brad
179744	Verizon Wireless	602-49480-000-43210	68.16	WWTP Phones
179744	Verizon Wireless	101-43190-430-43210	40.01	Data Engineering Survey Device
179744	Verizon Wireless	101-42400-420-43210	40.01	Data Building Codes
179744	Verizon Wireless	603-49500-000-43210	105.03	Data Air Cards- Storm
179744	Verizon Wireless	902-00000-000-23935	-1,364.85	Data Charges 12/29/2023-1/28/2024
179744	Verizon Wireless	902-00000-000-23935	1,364.85	Data Charges 12/29/2023-01/28/2024
179744	Verizon Wireless	601-49430-000-43210	32.54	Data Air Cards- Water
179744	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
	Verizon Wireless		4,737.37	
179745	Vernon Library Supplies Inc	101-45500-450-42010	22.11	Mending Slips
	Vernon Library Supplies Inc		22.11	
179746	Walker Kirk	601-00000-000-20200	22.89	Refund Check 005215-141, 112 5 Ave NW
	Walker Kirk		22.89	
179747	Walker Matthew & Jill	601-00000-000-20200	37.64	Refund Check 018876-001, 1447 18 Ave NW
	Walker Matthew & Jill		37.64	
179748	Walkingstick Amanda	601-00000-000-20200	22.54	Refund Check 025343-000, 613 6 Ave NW

Check Numb	Last Name	Acct 1	Amount	Description
	Walkingstick Amanda		22.54	
179749	Wal-Mart	101-45126-450-42110	33.85	Nerf Toys for Washington Rec Center
179749	Wal-Mart	101-42210-420-42230	61.76	Trash Bags / Lysol / Kleenex
179749	Wal-Mart	101-45500-450-42110	104.96	Cutlery/Plates/Bowls/Cups/Kleenex/Paper Towels/Etc
179749	Wal-Mart	101-45122-450-43140	48.73	Icebreaker Materials For Staff Training
179749	Wal-Mart	101-41940-410-42410	135.00	Microwave For City Hall
179749	Wal-Mart	101-42123-420-42010	34.62	File Folders for Duty Bags
179749	Wal-Mart	101-45122-450-42110	94.78	Trash Can - Coffee - Creamer - Laundry Detergent
	Wal-Mart		513.70	
0	Walton's Inc	602-49480-000-42210	919.80	Screen Bags
	Walton's Inc		919.80	
0	Water Conservation Service Inc	601-49430-000-43090	693.78	Leak Detection Spring Rd
	Water Conservation Service Inc		693.78	
0	Wells Fargo Bank NA-Bank Fees	101-45500-450-44325	13.58	December Bank Fees
0	Wells Fargo Bank NA-Bank Fees	602-49480-000-44325	116.00	December Bank Fees
0	Wells Fargo Bank NA-Bank Fees	601-49430-000-44325	232.13	December Bank Fees
0	Wells Fargo Bank NA-Bank Fees	603-49500-000-44325	29.65	December Bank Fees
0	Wells Fargo Bank NA-Bank Fees	101-41510-410-44325	33.74	December Bank Fees
0	Wells Fargo Bank NA-Bank Fees	602-49450-000-44325	116.00	December Bank Fees
	Wells Fargo Bank NA-Bank Fees		541.10	
179750	Wieber Physical Therapy Inc	101-42123-420-43090	185.00	Post Offer Evaluation
179750	Wieber Physical Therapy Inc	101-42123-420-43090	132.00	Post Officer Evaluation / L Garcia
179750	Wieber Physical Therapy Inc	101-42123-420-43090	185.00	Post Offer Evaluation / Bill Matson
	Wieber Physical Therapy Inc		502.00	
179751	Wiertzema Ruth	601-00000-000-20200	32.02	Refund Check 015742-000, 2310 Kennedy Dr
	Wiertzema Ruth		32.02	
179752	Woo Kit	601-00000-000-20200	36.78	Refund Check 010164-137, 404 Whipple Way

Check Numb	Last Name	Acct 1	Amount	Description
	Woo Kit		36.78	
0	WSB & Associates Inc	603-49500-000-43090	3,851.00	2023-13 Stormwater Pond Analysis 12/1-12/31/23
	WSB & Associates Inc		3,851.00	
179753	Xcel Energy	101-43160-430-43810	51.66	51-0297296-3 - 1990A Lyndale Ave N
179753	Xcel Energy	101-45200-450-43810	161.89	51-8498418-5 - 1800 Alexander Dr
179753	Xcel Energy	101-43160-430-43810	19.79	1690 Highway 60 W Lighting
	Xcel Energy		233.34	
179644	Zep Sales & Service	101-43126-430-42110	251.94	Glass Cleaner/Hand Cleaner
	Zep Sales & Service		251.94	
0	Ziegler Inc	602-49450-000-42210	152.80	Engine Block Heater Unit 18
0	Ziegler Inc	602-49450-000-42210	143.55	Engine Heater Unit 18
	Ziegler Inc		296.35	
			1,898,616.91	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-030 Appoint Election Judge for the 2024 Presidential Primary

Background:

Minnesota Statute 204B.21 requires that Election Judges for precincts in a municipality be appointed by the governing body of the municipality. The Statute also permits the appointment of Election Judges on an emergency basis by the Rice County Auditor/Treasurer or the Faribault City Clerk.

Resolution 2024-030 appoints John DeRider as an Election Judge for the Presidential Primary on March 5, 2024.

Recommendation:

Approve Resolution 2024-030

Attachments:

1. Resolution 2024-030 Appoint Election Judge for the 2024 Presidential Primary

CITY OF FARIBAULT

RESOLUTION #2024-030

APPOINT ELECTION JUDGE FOR THE 2024 PRESIDENTIAL PRIMARY

WHEREAS, Minnesota Statute 204B.21 requires that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minnesota Statute 204B.21 permits the appointment of judges of election on an emergency basis by the Rice County Auditor/Treasurer or the City of Faribault City Clerk; and

WHEREAS, the Rice County Auditor/Treasurer has designated the City Clerk of the City of Faribault, Minnesota, as the responsible authority for the conduct of the 2024 Presidential Primary in the City of Faribault, Minnesota.

NOW, THEREFORE BE IT RESOLVED, that John DeRider is hereby appointed to serve as an election judge for the Presidential Primary held on March 5, 2024.

ALSO, BE IT RESOLVED, that the City Clerk is hereby authorized and directed to determine the number of judges in each precinct and to fill vacancies in the event that any of the aforesaid appointed judges cannot fulfill their responsibilities as required by law.

Date Adopted: February 13, 2024

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: February 13, 2024
SUBJECT: Resolution 2024-031 Approve Appointment of Board and Commission Member

Background:

An application was received to fill an opening on the Environmental Commission from Lee Nordmeyer, who had previously served on the Environmental Commission. Should the Council approve the appointment, Mr. Nordmeyer's term would expire on January 31, 2027.

Recommendation:

Approve Resolution 2024-031

Attachments:

1. Resolution 2024-031 Approve Appointment of Board and Commission Member

CITY OF FARIBAULT

RESOLUTION #2024-031

APPROVE APPOINTMENT OF BOARD AND COMMISSION MEMBER

WHEREAS, there exist numerous vacancies for boards and commissions for the City of Faribault; and

WHEREAS, the City received applications from individuals interested in serving on these boards and commissions; and

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

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Nordmeyer, Lee	Environmental Commission	1/31/2027

Date Adopted: February 13, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-032 Approve Street Closures for Mental Health Walk

Background:

Dana Shutrop has contacted the City regarding the Mental Health Walk on Wednesday, May 22, 2024, from approximately 12:00 PM to 1:30 PM. The walk will require street closures, but barricades will not be used and volunteers will assist with crossing the intersections along the route.

The walk will begin and end at the Buckham Center parking lot. The route will go north on Central Avenue, west on 3rd Street NW, south on 3rd Avenue NW, east on 1st Street SW, north on 1st Avenue SW and return to the Buckham Center parking lot.

Recommendation:

Approve Resolution 2024-032 to intermittently close the listed intersections for the Mental Health Walk on Wednesday, May 22, 2024, as requested.

Attachments:

1. Resolution 2024-032 Approve Street Closures for Mental Health Walk
2. Mental Health Walk Map

CITY OF FARIBAULT

RESOLUTION #2024-032

APPROVE STREET CLOSURES FOR MENTAL HEALTH WALK

WHEREAS, Rice County Local Advisory Council is sponsoring the Mental Health Walk on Wednesday, May 22, 2024; and

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

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

NOW, THEREFORE BE IT RESOLVED, that locations will be closed intermittently on May 22, 2024, from approximately 12:00 PM to 1:30 PM to allow for the Mental Health Awareness Walk. The walk will begin and end at the Buckham Center parking lot. The route will proceed north on Central Avenue, west on 3rd Street NW, south on 3rd Avenue NW, east on 1st Street SW, north on 1st Avenue SW and return to the Buckham Center parking lot.

Date Adopted: February 13, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Restaurants



Hotels



Things to

Depart Bar & Grill



Sign in

Historic Hutch House

Cardboard Vault
Pokemon, Magic, &
Yu-Gi-Oh! - Warrnamble

Geek Central

1st St NW

1st St NE

Division St W

Division St W

Division St E

Suchman
Memorial Library

Google

STREET
Puzzle

Layers

Map data ©2023 United States Terms Privacy Send feedback 200 ft



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-033 Approve Premises Permit for Faribault Hockey Association

Background:

The Faribault Hockey Association submitted an LG214 Premises Permit Application to conduct lawful gambling at Corks and Pints, 22 4th Street NE. If approved, staff will submit the application to the Gambling Control Board for final review and approval.

Recommendation:

Approve Resolution 2024-033

Attachments:

1. Resolution 2024-033 Approve Premises Permit for Faribault Hockey Association

CITY OF FARIBAULT

RESOLUTION #2024-033

APPROVE PREMISES PERMIT FOR FARIBAULT HOCKEY ASSOCIATION.

WHEREAS, a Gambling Premises Permit application was received by the City of Faribault from Faribault Hockey Association. for charitable gambling to be located at Corks and Pints, 22 4th Street NE, Faribault, MN 55021; and

WHEREAS, the Chief Executive Officer declares that all information is true, accurate and complete; and

WHEREAS, the Chief Executive Officer declares that any changes in the application information will be submitted to the Gambling Control Board and the City of Faribault within ten days of change.

NOW, THEREFORE BE IT RESOLVED, that said premises permit be approved for Faribault Hockey Association for gambling to be located at Corks and Pints, 22 4th Street NE, Faribault, MN 55021.

Date Adopted: February 13, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 13, 2024
SUBJECT: Approve 2024 Facility Use Agreements

Background:

Please find attached copies of the Faribault Parks and Recreation Facility Use Agreements for the 2024 season. These agreements cover facility usage for organizations using City of Faribault parks or recreational areas. They are similar to past agreements. Agreements are for the following:

Faribault Farmers' Market
Makers Market
Faribault Baseball Association
Faribault Fastpitch Association
Faribault Softball Association
Ruby Players Association
Bethlehem Academy
Faribault Rotary Club
Faribault BMX, Inc.

Recommendation:

Approve 2024 Facility Use Agreements.

Attachments:

1. Faribault Farmers Market Agreement
2. Makers Market Agreement
3. Faribault Baseball Association Agreement
4. Faribault Fastpitch Association Agreement
5. Faribault Softball Association Agreement
6. Rugby Association Agreement
7. Bethlehem Academy Agreement
8. Faribault Rotary Club Agreement
9. Faribault BMX Agreement



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Farmers' Market

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as "Owner", and the Faribault Farmers' Market, hereinafter referred to as "User".

Purpose: The purpose of this Facility Use Agreement is to allow User ability to host a local Farmers' market at Central Park located in Faribault, MN.

Lease Conditions:

1. User will use the designated park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary preparations.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
7. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
8. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
9. This agreement covers the period of time from the date signed until December 31, 2024.

City of Faribault (Owner),

Faribault Farmers' Market (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Makers Market

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Makers Market, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to host a local craft market at Central Park located in Faribault, MN.

Lease Conditions:

1. User will use the designated park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary preparations.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
7. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
8. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
9. This agreement covers the period of time from the date signed until December 31, 2024.

City of Faribault (Owner),

Makers Market (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Baseball Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Baseball Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct baseball practices, games, and events at Teepee Tonka Park and North Alexander Park in Faribault, MN

Lease Conditions:

1. User will use the designated ball fields, parking lots and public restrooms of Teepee Tonka Park and North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary ball field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2024.

City of Faribault (Owner),

Faribault Baseball Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Fastpitch Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Fastpitch Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct softball practices, games, and events at the softball complex in North Alexander Park in Faribault, MN.

Lease Conditions:

1. User will use the designated ball fields, parking lots and public restrooms of North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary ball field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2024.

City of Faribault (Owner),

Faribault Fastpitch Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Softball Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Softball Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct softball games and tournaments, and to outline conditions surrounding such usage, of the North Alexander Park softball fields in Faribault, MN.

Lease Conditions:

1. User will use the softball fields, parking lots, concession stands and directly adjacent areas of North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds during operation and/or use of the property.
4. User and Owner must mutually agree to all game and practice schedules in a timely manner and prior to actual activity times.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities, participants and staff.
7. User agrees to condone the use and possession of glass containers within park property.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner agrees to prepare ball fields as per scheduled games and tournaments.
10. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events.
11. This agreement covers the period of time from January 1, 2022 – December 31, 2024.

City of Faribault (Owner),

Faribault Softball Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Rugby Players Association

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Rugby Players Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct rugby practices, games, and events at Maple Lawn Park, Jefferson Park, and Tee Pee Tonka Park which are all located in Faribault, MN.

Lease Conditions:

1. User will use the designated park fields, parking lots and public restrooms of said parks as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
10. This agreement covers the period of time from the date signed until December 31, 2024.

City of Faribault (Owner),

Rugby Players Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Bethlehem Academy

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and Bethlehem Academy, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to conduct practice and games at Teepee Tonka Park and North Alexander Park in Faribault, MN.

Lease Conditions:

1. User will use the fields, parking lots and adjacent areas of Teepee Tonka Park and North Alexander Park as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to park grounds during operation and/or use of the property.
4. User agrees to prepare fields prior to each use.
5. User agrees to disclose to Owner all game and practice schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities, participants and staff.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2024.

City of Faribault (Owner),

Bethlehem Academy (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Rotary Club

Both parties consent to the proposed agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Owner”, and the Faribault Rotary Club, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User the ability to maintain a community garden at 1830 Alexander Drive, Faribault, MN.

Lease Conditions:

1. User will use the designated area as agreed upon by User and Owner.
2. User will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. User will be responsible for any damages done to grounds or property during operation and/or use.
4. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
5. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
6. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
7. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
8. This agreement covers the period of time from the date signed until December 31, 2024.

City of Faribault (Owner),

Faribault Rotary Club (User),

Representative

Representative

Date Signed

Date Signed



**AGREEMENT BETWEEN CITY OF FARIBAULT
AND FARIBAULT BMX, INC.**

This agreement is entered into this _____ day of _____, 2024, between the City of Faribault, Minnesota, Owner, and Faribault BMX, Inc., a Minnesota non-profit corporation as User.

The Owner hereby agrees to agreement to User real property owned by Owner located in South Alexander Park in the City of Faribault, Rice County, Minnesota, as more specifically delineated on the attached Exhibit A.

The purpose of this agreement is to allow User to develop and operate a non-motorized track for BMX bicycles in accordance with the terms and conditions of this agreement.

The term of this agreement shall be 1 year from the date hereof, subject to termination by either party on 60 days written notice.

User may grade the premises and bring in fill to develop the track. User shall not remove any trees without the written permission of the Parks and Recreation Director acting on behalf of the city. The city's discretion in granting or denying permission to remove trees is absolute. Upon termination of the agreement, the premises will be restored to their original condition without cost to Owner.

User shall fence the track area with a chain link fence at least 6 feet high, and shall provide a gate capable of being locked to deter unauthorized access to the premises.

User agrees that it will establish appropriate safety rules including rules controlling the number of people using the track at any one time. Further, User shall have a qualified representative on the premises at all times during hours of operation to monitor activities on the track to ensure safe riding. User shall post signage at the entrance to the premises identifying User as the operator and stating rules of operation.

User shall maintain liability insurance for the track operation in an amount not less than \$1,000,000 and Owner shall be named as a co-insured on said policy. The policy shall provide that it may not be cancelled without 30 days written notice to Owner. In no event shall User allow riding on the track at anytime when its insurance coverage is not in place. The User agrees to have insurance coverage for all track users and participants.

A. User agrees to maintain insurance coverage for track operation as noted.

B. User agrees to maintain and repair structure and premises of all damages from normal use, vandalism, and/or environmental hazards including high winds, heavy rain, hail, snow, fallen trees or branches.

C. User agrees that ownership of the permanent building will revert to Owner should their organization dissolve or cease to exist.

User shall keep the premises neat and free of litter, including the area immediately surrounding the agreement premises. User shall maintain garbage containers in sufficient number to meet its needs and shall provide for its own hauling service.

No additional buildings shall be constructed on the premises, and any utility services shall be contracted for and metered in the name of User unless processed through the City of Faribault.

Rules of Operation

- a. User's premises may not be open when the park is closed.
- b. No vehicles shall be driven off the parking lot or road, or parked in the grass unless permission is granted for specific events.

This agreement is not assignable except with the written consent of both parties.

Faribault BMX, Inc.

City of Faribault

By: _____

Mayor

By: _____

City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-034 Approve Hiring Police Officer

Background:

Due to a resignation, there is a need to hire a Police Officer within the Police Department. The position has been posted until filled since 2020.

Applicants have been reviewed and scored as they apply for the position. Interview panels consist of Police Officers, Sergeants, Police Administration and Human Resources. From the most recent interview process, Billy Madson is the recommendation for hire.

Resolution 2024-034 recommends the hiring of Billy Madson. Billy will be hired at Grade J Step 3 per the LELS 2022-2024 CBA.

Recommendation:

Approve Resolution 2024-034, approving the hiring of Billy Madson as Police Officer.

Attachments:

1. Resolution 2024-034 Approve Hiring Police Officer

CITY OF FARIBAULT

RESOLUTION #2024-034

APPROVE HIRING POLICE OFFICER

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

WHEREAS, the City has advertised and interviewed for the Police Officer position with the City; and

WHEREAS, the City Council desires to fill the vacant Police Officer position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Billy Madson shall be extended an offer of employment to fill the vacant Police Officer position.

Date Adopted: February 13, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: February 13, 2024
SUBJECT: Approve Preliminary Development Agreement for Lot 1, Block 2 of RIVERCHASE ADDITION

Background:

Several years ago, the City purchased property to promote redevelopment consistent with the Journey to 2040 Comprehensive Plan and Downtown Master Plan in the area now known as Riverchase Addition south of the viaduct. Hamilton Real Estate developed Riverchase Apartments at 110 Riverchase Court.

In 2022, the City and Redline Development entered into a preliminary development agreement for a senior/memory facility at 105 Riverchase Court (a 2.69-acre lot south of Riverchase Apartments). However, the agreement expired in 2023 without development, and the City resumed the search for other developers to acquire and develop the lot.

Rebound Real Estate (Rebound) is interested in developing a 41-unit apartment building for those 55 or older along with two twinhomes at 105 Riverchase Court. Their concept plan for the development was reviewed at the Council Work Session on January 16, 2024. Council was supportive of the proposal and directed staff to prepare a Preliminary Development Agreement with Rebound for this property. The agreement has been prepared and is being brought forward for approval.

This agreement, which will expire in one year, establishes an exclusive relationship between Rebound and the City for the development of this property. Staff will continue to work with the developer to refine the concept and negotiate acquisition and development terms for future Council review and action (via a Purchase and Development Agreement).

Recommendation:

Approve the Preliminary Development Agreement for Lot 1, Block 2 of RIVERCHASE ADDITION

Attachments:

1. Preliminary Development Agreement - Rebound 55+ Housing Project
- 2024-02-13

PRELIMINARY DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into as of this ____ day of _____, 2024 (the "Effective Date") by and between the City of Faribault, a Minnesota municipal corporation (the "City") and Rebound Real Estate, LLC, a Limited Liability Company, (the "Developer") or its assigns:

WITNESSETH:

WHEREAS, the City owns certain real property, which is located in Rice County, Minnesota, legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the "Real Property"); and

WHEREAS, the City desires to promote development of the Real Property; and

WHEREAS, Developer intends to purchase the Real Property from the City and to develop a project on the Real Property (the "Development Property"); and

WHEREAS, Developer, or a special purpose entity to be formed by the Developer for the purpose of completing this project, has submitted or is in the process of submitting an updated proposal for development of a 55+ housing project generally consisting of a multi-story apartment building and two twinhome buildings (subject to Section 10 of this Agreement) on the Development Property (the "Development"), which proposal is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the City desires that the Development shall be completed in its entirety by the end of 2025; and

WHEREAS, the City and Developer are interested in discussing and further planning for the Developer's proposal for the Development; and

WHEREAS, the Developer has indicated that it will seek business subsidy assistance or financial incentives from the City to make the Development feasible; and

WHEREAS, the City will need to determine if various studies, as may be determined to be reasonably necessary, should be conducted, including without limitation an environmental impact or related study, an infrastructure feasibility study, an economic impact study, a traffic study, and any other studies which are either required by law or deemed appropriate by the City; and

WHEREAS, the City will continue to discuss and negotiate with the Developer

regarding the overall development of the Development Property; and

WHEREAS, the City is willing to discuss with the Developer any public subsidies which may be available for the Development, however, nothing herein shall be interpreted as an approval or guarantee of any future public financial assistance, including but not limited to tax increment financing, tax abatement, business subsidies, or any other public assistance authorized by law; and

WHEREAS, various ordinance, land use, zoning, and subdivision issues and actions related to the Development and the Development Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City agrees to cooperate with the Developer to review and to assist the Developer, where deemed appropriate by the City, with obtaining various ordinance, land use, zoning, and subdivision approvals and actions related to the Development and the Development Property in order to facilitate the Development by the Developer, provided that nothing herein shall be interpreted as an approval or guarantee of any future land use, zoning, or other required City approvals; and

WHEREAS, the City is willing to consider and the Developer is desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the City's commitment for public costs, if any, necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by Developer; and (iii) the feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Future Negotiations.

The parties agree to continue negotiations pursuant to the terms of this Agreement in an attempt to formulate a definitive plan for the Development and for a Purchase and Development Agreement and a Contract for Private Development based on the following:

- (a) Developer's proposal, which shows the scope of the proposed Development in its latest form as of the date of this Agreement, together with any changes or modifications required by the City;
- (b) Mutually-satisfactory (i) Purchase and Development Agreement, (ii) Contract for Private Development, and (iii) other agreements or contracts to be

negotiated and agreed upon in accordance with negotiations contemplated by this Agreement;

- (c) Mutually satisfactory terms for the Development that may be required for the Development (e.g. access and utility easements, allocation of infrastructure costs, etc.); and
- (d) Other terms and conditions of this Agreement.

2. Statement of Intent.

Although not conclusive or binding on either party, it is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; and (b) will lead to the negotiation and execution of mutually-satisfactory Purchase and Development Agreement and a Contract for Private Development prior to the termination date of this Agreement. The Purchase and Development Agreement and the Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) will supersede all obligations of the parties hereunder.

3. Term; Duties.

- (a) During the term of this Agreement, the City agrees to:
 - (i) Proceed to seek all necessary information with regard to the anticipated public costs, if any, associated with the Development; and
 - (ii) Permit Developer to conduct due diligence review of the Development Property including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies; and
 - (iii) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development that is satisfactory to the City in its sole discretion, with the Developer for the Development.
- (b) During the term of this Agreement, the Developer agrees to:
 - (i) Develop and submit its detailed proposal, including the plans and specifications, for purchase and development of the Development Property;

- (ii) Conduct a due diligence review of the Development Property, including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies, which must be acceptable to the Developer in its sole discretion as determined necessary by the Developer beyond what the City has performed or is currently in the process of performing. The City will make available to the Developer any title, survey, and environmental, soils, and market studies in its possession. Developer shall be responsible for all costs for such due diligence review related to the Development Property and shall indemnify the City pursuant to Section 18 of this Agreement for any activities undertaken regarding the Development Property;
- (iii) Obtain approval by the City (including its Engineer, Planning, and Building Inspection, and any other governing authority) of the site plan, exterior elevations and finishes, and zoning and subdivision approvals;
- (iv) Obtain any other necessary governmental approval from any governing authority;
- (v) Obtain financing on terms acceptable to Developer, including but not limited to public subsidies (such as pay-as-you-go TIF in a mutually agreeable amount), private loans, tax credits, or equity investment(s); and
- (vi) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development with the City for the Development.

4. Business Subsidies; TIF.

- (a) The City understands that the Developer may be seeking business subsidy assistance from the City. During the term of this Agreement, Developer shall:
 - (i) Submit to the City a design proposal to be reviewed by the City showing the location, size, and nature of the proposed Development, including layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of the Development;
 - (ii) Submit an over-all cost estimate for the design and construction of the Development;

- (iii) Submit a time schedule for the Development;
 - (iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as Developer may desire to further confirm the economic feasibility and soundness of the Development;
 - (v) Submit to the City the Developer's financing plan showing that the proposed Development is financially feasible;
 - (vi) Furnish satisfactory financial data to the City evidencing Developer's ability to undertake the Development; and
 - (vii) Furnish information in its possession and assist the City with obtaining all available business subsidy assistance that the City may deem appropriate.
- (b) Developer understands that the Tax Increment Financing sought for the proposed Development must be obtained as outlined by law.

5. Feasibility.

It is expressly understood that execution and implementation of any Purchase and Development Agreement and Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) shall be subject to:

- (a) A determination by the City in its sole discretion that its undertakings are feasible based on (i) satisfaction of City Code requirements; (ii) the purposes and objectives of any development plan created or proposed for the Development; (iii) the Studies, if any; and (iv) the best interests of the City.
- (b) A determination by Developer that the Development is feasible and in the best interests of Developer.

6. Effective Date; Expiration.

This Agreement is effective from the Effective Date until one (1) year after the Effective Date. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

7. Costs; Escrow.

Developer shall be solely responsible for all costs incurred by Developer. In addition, upon the Developer's submission of applications for the Development, the Developer shall provide the City with applicable non-refundable application fees and escrows for the City's evaluation of the Developer's Development proposal, which shall be determined at the time of submission of such applications.

8. Termination.

This Agreement may be terminated if Developer ceases to negotiate in good faith with the City, and such failure to negotiate in good faith is not cured after 30 days written notice of such failure by City to Developer.

9. Sole Developer.

The Developer is designated as sole developer and shall have exclusive rights of the Development of the Property for a period on one (1) year from the Effective Date (the "Term"). The City agrees not to market the Property or to make, accept, negotiate, or otherwise pursue any other offers for sale or purchase of the Development Property until the Term of this Agreement expires or the Agreement is terminated pursuant to Section 8 herein.

For purposes of negotiation clarity, the Developer, or its assign, designates Jim Gooley as the point person and main contact for purposes of the Developer's activities and negotiation regarding the Development.

10. Proposed Development – 55+ Housing Project.

Notwithstanding anything herein to the contrary, the City acknowledges that the number of residential units and the design of the buildings for the Development have not been finally determined by the Developer. Developer, or a special purpose entity to be formed by the Developer for the purpose of completing the Development, has submitted or is in the process of submitting an updated proposal for development of a 55+ housing project generally consisting of a multi-story apartment building and two twinhome buildings on the Development Property, which proposal is attached hereto as Exhibit B and incorporated herein.

11. Severability.

If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

12. Breach Waiver.

In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach.

13. Notice.

Notice, demand, or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to City: City of Faribault
208 1st Avenue NW
Faribault, MN 55021
ATTN: David Wanberg

With a copy to: Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
ATTN: Scott J. Riggs

(b) As to Developer: Rebound Real Estate, LLC
527 Professional Drive, Suite 100
Northfield, MN 55057
ATTN: Jim Gooley

14. Counterparts.

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

15. Governing Law.

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.

16. Additional Actions.

The parties hereto understand that additional and separate actions, for which no obligation is created hereunder, will be required before either the City or Developer is obligated to take various actions with respect to the Development. Those actions include, but are not limited to:

- (a) Zoning, comprehensive plan, and subdivision approvals for any land use or development proposed by Developer; and
- (b) Review of any Tax Increment Financing arrangement, or other business subsidy, as required by law.

17. Incorporation.

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

18. Indemnification.

The Developer hereby agrees to protect, defend and hold the City and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the development, marketing, sale or leasing of all or any part of the Development Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Development Property, or (ii) any claim by the state of Minnesota or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Development Property that occurs after the Developer purchases the Development Property; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its 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 engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance, termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a

limitation of or waiver by City of any immunities, defenses, or other limitations on liability to which City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

19. Release.

The Developer, for itself, its attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby 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, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, City consideration, execution and performance of this Agreement between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and behalf and the City has caused this Agreement to be duly executed in its name and behalf as of the day and year first above written.

DEVELOPER

Rebound Real Estate, LLC

By: _____
Brett D. Reese
Its: Manager

CITY:

City of Faribault

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

Exhibit A

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 1, Block 2 of RIVERCHASE ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota.

Parcel ID: 18.31.4.01.003

Project Address: 105 Riverchase Court
Faribault, MN 55021

Exhibit B

CONCEPTUAL DEVELOPMENT PROPOSAL





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-022 Accept Board of Water and Soil Resources Grant

Background:

Council approved Resolution 2023-157 authorizing the application of a Board of Water and Soil Resources (BWSR) grant application for sealing two wells at the old water pumping station site. The City has been awarded \$250,000.00 to complete the project. There is a ten percent match required consisting of cash or in-kind cash value of goods, materials, and services. The preliminary cost estimate for the project is \$275,000.00. Matching funds will be provided by the Water Fund (601). The project will start this summer.

Recommendation:

Approve Resolution 2024-022

Attachments:

1. Resolution 2024-022 Accept Board of Water and Soil Resources Grant
2. Grant Summary Form
3. 2024_Competitive_Grant_-_Faribault_City_of

CITY OF FARIBAULT

RESOLUTION #2024-022

ACCEPT BOARD OF WATER AND SOIL RESOURCES GRANT

WHEREAS, the City has two old drinking water wells that are no longer in production and need proper sealing in accordance with the Minnesota Department of Health (MDH) standards; and

WHEREAS, the Board of Water and Soil Resources (BWSR) has allocated funding under the Clean Water Fund Complete Grants Program; and

WHEREAS, the City of Faribault is eligible to receive \$250,000.00 in funding.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault wishes to accept \$250,000.00 of Clean Water Funding from BWSR.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized to execute such Agreements and any amendments as are necessary to implement the project on behalf of the Applicant.

ALSO, BE IT RESOLVED, that the Public Works Director serve as the authorized representative for the grant.

Date Adopted: February 13, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



GRANT SUMMARY FORM

Pre-Application ☐ Application ☐ Award Acceptance ☒ Amendment ☐

Department: Public Works

Contact Person: Public Works Director

Grant Name: FY 2023 CWF Projects & Practices Drinking Water Quality Application

Grantor: State of Minnesota Board of Water and Soil Resources

Total Project Cost: \$ 275,000.00 Total Award Amount: \$ 250,000.00

Total Cash Match: \$ 25,000.00 Total In-Kind Match: _____

Application Date: 08/24/23 Grant Period From 02/01/24 To 12/31/26

Funding Type (Federal, State, Other): State

CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

The sealing of two drinking water wells no longer in use at the old water pumping station site.

How is the Match Amount Determined::

The grant match model is set by the State of Minnesota

Fixed Amount: \$ 250,000.00 or % of project cost 0.00% or Other ☐

Explanation of Other:

For this City fiscal year, how much of the required local cash match amount is:

Already In Department Budget: \$ 25,000.00 Not Budgeted: _____

Proposed Source of Match: Water Fund (601)

Director Approval

Administrator Approval



**2024 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000195079
PO#:	3000016931

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Faribault, City of, 208 First Ave NW, Faribault MN 55021 (Grantee).

Grant ID	Grant Title	Awarded Amt
C24-0069	FY 2023 CWF Projects & Practices Drinking Water Quality Application	\$250,000.00

Total Grant Awarded: \$250,000.00

Recitals

1. The Laws of Minnesota 2023, Chapter 40, Article 2, Section 6(b) appropriated funds to the Board for the FY 2024 Clean Water Fund Projects and Practices Competitive Grants Program.
2. The Laws of Minnesota 2021, First Special Session Chapter 1, Article 2, Section 6(b), Section 6(c), and Section 6(t) authorize the Board to allocate funds for the FY 2024 Clean Water Fund Projects and Practices Competitive Grants Program.
3. The Laws of Minnesota 2019 First Special Session, Chapter 2, Article 2, Section 7(c) and Section 7(p) authorize the Board to allocate funds for the FY 2024 Clean Water Fund Projects and Practices Competitive Grants Program.
4. The Board adopted Board Order #23-64 to authorize and allocate funds for the FY 2024 Clean Water Fund Project and Practices Competitive Grants Program.
5. The Grantee has submitted a BWSR-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE public works Director
ADDRESS 1200 Belview Trail
CITY Faribault
TELEPHONE NUMBER 507-333-0365

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2026** or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
- 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
- 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, **2027**, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.6. This Grant Agreement includes an advance payment of 50 % of each grant's total amount per grant. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, **FY 2024 Clean Water Fund Competitive Grant Policy**, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed, and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability.

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers

may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. **Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

17. **Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. **Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. **Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State’s request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Faribault, City of

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

CITY APPROVAL

By: _____

(signature)

Title: _____

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 13, 2024
SUBJECT: Approve Private Hangar Land Lease

Background:

The City has received a Private Hangar Land Lease Agreement from David L. and Meghan M. Bates on Lot #359 at the Faribault Municipal Airport. A lease for this lot was previously held by David's father, who recently passed away. A new land lease is required for rental of Lot #359. The land agreement has a term of 20 years with an expiration in 2044.

Recommendation:

Approve the Above Referenced Private Hangar Land Lease Agreement.

Attachments:

1. Private Hangar Land Lease Agreement - Bates

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 1st day of February, by and between the CITY OF FARIBAULT (the “City”) and David L. & Meghan M. Bates (the “tenant”), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the Public Works office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot #359 (hereinafter referred to as “lot” or “premises”).
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
3. **Term of this agreement:**
 - a. **Initial Term**

The term of this lease shall be twenty (20) years (“Term”), commencing on February 1, 2024, (“Commencement Date”) and expiring, unless earlier terminated, on February 1, 2044.
 - b. **Holding Over**

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

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

An annual sum of \$.1894 (2024) per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Default**

a. **Events of Default**

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

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

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

b. City Remedies

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

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

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

c. Cumulative Default

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

d. Default of Other Agreements

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

10. Termination provisions:

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

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

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

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

11. Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this lease, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the tenant, tenant's successors or assigns, the tenant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this lease or the performance of this lease, nor will the tenant make any claim against the City for or on account of any injury, loss or damage resulting from the tenant's property or use thereof.. The tenant, and the tenant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this lease shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

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

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

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

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

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

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

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

If to the tenant: David L. & Meghan M. Bates
 611 2nd St NW
 New, Prague, MN 56071

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

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

CITY OF FARIBAULT:

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

Attest: _____
Timothy C. Murray, City Administrator

TENANT:

Dated: _____ By: _____
Tenant

Dated: _____ By: _____
Tenant



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 13, 2024
SUBJECT: Approve LG220 Application for Exempt Permit for Faribault Ducks Unlimited

Background:

Faribault Ducks Unlimited submitted an LG220 Application for Exempt Permit for an event on March 9, 2024, at the American Legion, 112 5th Street NE. If approved, the LG220 will be sent to the Gambling Control Board for final review and approval.

Recommendation:

Approve LG220

Attachments:

1. LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Faribault Ducks Unlimited

Previous Permit

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any

Mailing Address:

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

Name of Chief Executive Officer (CEO): Dustin D. Drenst

CEO Daytime Phone

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

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

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

☐

A current calendar year Certificate of Good Standing

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐

IRS income tax exemption (501(c)) letter in your organization's name

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 112 5th St. NE

Check one:

☒

City: Faribault

Zip: 55021

County: Rice

☐

Township:

Zip:

County:

Date(s) of activity (for raffles, indicate the date of the drawing): March 9, 2024

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

☒

Bingo

☐

Paddlewheels

☐

Pull-Tabs

☐

Tipboards

☐

Raffle

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-037 Approve 2024 Massage Therapist License

Background:

Debra Strand submitted a Massage Therapist License application. The proper fees and documents have been submitted for review and a background check was successfully completed by the Faribault Police Department. If approved, Ms. Strand's license will be valid through January 31, 2025.

Recommendation:

Approve Resolution 2024-037

Attachments:

1. Resolution 2024-037 Approve 2024 Massage Therapist License

CITY OF FARIBAULT

RESOLUTION #2024-037

APPROVE 2024 MASSAGE THERAPIST LICENSE

WHEREAS, Debra Strand presented an application to the City of Faribault for renewal of their Massage Therapist License.

WHEREAS, the above named has paid the proper fee and provided the required documentation; and

WHEREAS, the Police Department has completed the required background investigation and has approved the license; and

NOW, THEREFORE, BE IT RESOLVED, that the above-named applicant be granted Massage Therapist license with the City of Faribault for the term of February 14, 2024 to January 31, 2025.

Date Adopted: February 13, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 13, 2024
SUBJECT: Approve River Bend Nature Center Lease and Operating Agreement

Background:

River Bend Nature Center (RBNC) contacted the City to request to update the operating agreement and to request funding to assist with needed capital repairs. They met with the City Council on April 18, 2023, and August 15, 2023 and February 6, 2024.

There have been numerous changes to the agreement which have been addressed in this updated agreement. The Agreement was reviewed by staff from the Parks and Recreation Department, Public Works, Engineering, Finance and Administration. All recommendations by all the Departments have been addressed in this agreement.

The current operating agreement has been in place since January 2014. RBNC asked for some changes in the agreement as well as funding to make capital improvements. River Bend has fallen behind on a number of capital projects. The funding request is for reimbursement of up to \$60,000 annually for five years for a total of \$300,000.

Recommendation:

Approve River Bend Nature Center Lease and Operating Agreement.

Attachments:

1. Agreement

RIVER BEND NATURE CENTER LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (this "Agreement") is entered into effective as of this ____ day of ____, 2024 (the "Effective Date") by and between the City of Faribault, a Minnesota municipal corporation (the "City") and River Bend Nature Center, Inc., a Minnesota nonprofit corporation ("River Bend").

RECITALS

WITNESSETH:

WHEREAS, River Bend Nature Center is a unique nature interpretive center and outdoor amenity located in the City of Faribault that has various buildings, structures, and amenities, including, but not limited to, an interpretive center, trailside center, bridges, trails and scenic overlooks, access road, picnic areas, orienteering courses, an amphitheater, and outdoor play areas (the "Nature Center"); and

WHEREAS, the Nature Center began in 1975 when the City of Faribault City Council passed a resolution asking the State of Minnesota to deed unused land of the Faribault State Hospital to the City for the development of the Nature Center; and

WHEREAS, in 1977, the State authorized 536 acres of land to be leased to the City for a "nature interpretive center" and the City also received a grant from the State to develop an access road, parking lot, trailside shelter, restrooms and trails for the Nature Center; and

WHEREAS, the 501(c)3 organization named River Bend Nature Center was incorporated in 1978 as the "Faribault Nature Interpretive Center, Inc." for the purposes of supporting, educating, operating, managing, and securing funds for the Nature Center on behalf of and in cooperation with the City of Faribault; and

WHEREAS, upon the development of the Nature Center, the City and River Bend entered into several agreements detailing each party's responsibilities for the use and operation of the Nature Center; and

WHEREAS, in 1983, the City and River Bend entered into a lease agreement with The Nature Conservancy to lease The Nature Conservancy's land for the Nature Center; and

WHEREAS, throughout the 1980's and 1990's, the City acquired additional property from area property owners for the Nature Center and also leased additional property from the State; and

WHEREAS, in 1998, the property leased to the City from the State for the Nature Center was conveyed to the City; and

WHEREAS, in 2000, River Bend Nature Center received ownership of land from adjacent property owners; and

WHEREAS, the Nature Center now consists of multiple properties owned by the City and

River Bend Nature Center 501(c)3, along with property owned by The Nature Conservancy that is jointly leased from The Nature Conservancy by the City and River Bend Nature Center which are all identified on the attached Exhibit A (Rice County Parcel ID Key for River Bend Nature Center); and

WHEREAS, the City and River Bend now wish to amend the current Lease and Operating Agreement dated January 28, 2014; and

WHEREAS, the City and River Bend desire that the relationship between the parties be governed by Minnesota Statutes, Sections 471.16, 471.191, 466.03 subd. 6e and 6f and any other relevant statutes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PREVIOUS AGREEMENTS

1. Repeal of Previous Agreement. The parties agree that this Agreement shall repeal and replace the current agreement between the City and River Bend, identified as the:

- a. River Bend Nature Center Lease and Operating Agreement dated January 28th, 2014

ARTICLE II OPERATIONS

1. River Bend Responsibilities.

- a. River Bend shall manage and operate the Property as a Nature Center pursuant to the City's operating rules, ordinances, and regulations. The City and River Bend agree to cooperate in the management, operation, and maintenance of the Property as a Nature Center. River Bend shall prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time of the budget and financial disclosures set forth in Article III of this Agreement are provided. The City reserves the right to determine the level method and priority of maintenance of the Nature Center land and facilities so long as it does not interfere with River Bend programs, grant or endowment requirements.
- b. River Bend must make available to the public a variety of programs at the Nature Center for the education and enjoyment of people of all ages. River Bend may determine the type, frequency, and content of all of its programs, including programs required by the City.
- c. River Bend shall be responsible for hiring employees to administer and support the programs at the Nature Center. River Bend shall be responsible for compensating its employees and paying for any employee benefits. All services provided by River Bend and its officers, employees, and agents pursuant to this Agreement shall be

provided by such persons as an employee of River Bend or as an independent contractor and not as an employee of the City for any purpose. River Bend shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

- d. River Bend shall include one member of the City Council as a voting member on its Board of Directors. The City is responsible for selecting the particular council member who is to serve on the River Bend Board of Directors.
- e. In conducting its operations, River Bend shall abide by all state and federal laws and regulations and City ordinances. River Bend may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center, which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules and regulations governing the use of the Nature Center shall be conspicuously posted by River Bend on the premises. Rules and regulations of general application shall be posted at the entrance of the Nature Center and those of special application shall be posted in the specific area of the Nature Center to which they apply.
- f. River Bend shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that River Bend jointly entered into with the City in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.
- g. River Bend shall carry out all responsibilities set forth in Article III of this Agreement.

2. City Obligations.

- a. The City shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that the City jointly entered into with River Bend in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.
- b. The City shall cooperate and provide occasional technical expertise and assistance in the management, maintenance, care of, and design of natural resources, trails, buildings, amenities, and features as may be necessary and feasible to obtain grant, public, and philanthropic funding.

ARTICLE III FINANCIAL

1. Budgeting and Reporting. River Bend agrees to develop a balanced annual operating budget plan and present it to the City annually via transmission to the City Parks and Recreation Director or designee appointed by the City on or before December 31st each year. River Bend shall take all actions feasible to assure that its annual operating expenditures do not exceed annual operating revenues.

In conjunction with its annual operating budget, River Bend shall, with consultation from the City, prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time of the budget.

River Bend must provide the City with financial status reports for the previous year in conjunction with the transmission of the upcoming fiscal year's budget. River Bend must provide the City with any revised budget projections or changes for the current year in conjunction with the transmission of the upcoming fiscal year's budget.

2. Financial Disclosures. Upon the City's request and at least annually by December 31st via transmission to the City Parks and Recreation Director or designee appointed by the City, River Bend agrees to provide the City with a complete disclosure of its financial status including copies of any audits or reviews. The City also has the right to request that River Bend provide an audit outside of River Bend's schedule. Such audit will be at the sole expense of the City.

3. Endowments and Reserves. River Bend shall maintain philanthropic funding necessary for the operations, growth, capital expenditures, proper maintenance, and emergency repairs required for the successful operation of the Nature Center. Funding level requirements and spending policies of such funds will be established by River Bend in consultation with the City.

4. Tax Exempt Status. River Bend covenants and agrees that the Nature Center is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. River Bend shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center of its tax exempt status, except to the extent caused by the City. This section shall survive any expiration or termination of this Agreement.

ARTICLE IV LEASE OF CITY PROPERTY

1. Lease of City Property. The City hereby exclusively leases the City Property to River Bend.

2. Use of the City Property. River Bend shall use the City Property for Nature Center uses and for no other uses whatsoever. River Bend agrees that throughout the term of this Agreement, it shall not use the City Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive

Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

3. Use of Nature Center Property. River Bend shall provide the City with free use of the interpretive center and other Nature Center facilities and property for public purposes, provided that the City's use does not conflict with a scheduled River Bend program and such use is not contrary with the mission of River Bend.

4. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, the Nature Center facilities, including but not limited to: (a) roads, parking lots, and (b) snow plowing of roads and parking lots. All repairs and maintenance by the City shall be at the sole discretion of the City. The City agrees to reimburse River Bend up to \$60,000 per year for completed River Bend Repair and Maintenance Responsibilities set forth in Paragraph 5 for the period of January 1, 2024 to December 31, 2028. The City and River Bend will cooperate to estimate the amount River Bend will request for reimbursement in the upcoming year. The City will reimburse River Bend within 90 days for submitted expenses.

5. River Bend Repair and Maintenance Responsibilities. River Bend agrees to maintain in good condition and repair Nature Center facilities, improvements, personal property, furnishings, fixtures and equipment, including, but not limited to the following: (a) the Interpretive Center; (b) the Trailside Center; (c) trails; (d) restrooms; (e) signs; (f) scenic overlooks; (g) kiosks; (h) decks; (i) the storage garage; (j) the amphitheater; (k) water fountains; (l) the outdoor play areas.

6. Shared City and River Bend Repair and Maintenance Responsibilities. River Bend and the City agree to cooperate to the greatest extent feasible in repairing and maintaining bridges. Solicitation of grants and philanthropic funding is the primary responsibility of River Bend with assistance from the City to the greatest extent feasible.

7. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the City Property to River Bend; (b) that with the exception of The Nature Conservancy Lease, no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects River Bend's rights set forth in this Agreement,

including, without limitation, construction, permitted use or ingress and egress to and from the Nature Center; and (c) River Bend upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the City Property during the term of this Agreement. Additionally, the City will take no action that will interfere with River Bend's intended use of the City Property or ingress or egress to the City Property.

8. Alterations. River Bend shall not make any alterations, improvements, or additions to the City Property without the prior written approval of the City.

9. Sub-Letting. River Bend cannot sublet any portion of the City Property without prior written approval of the City.

10. Utilities and Services. River Bend shall be responsible for paying all charges for all utilities, including, but not limited to, water, septic system, sanitary sewer, electricity, natural gas or propane, telephone, internet, cable/satellite television and garbage and refuse removal.

11. Surrender. Upon the termination of this Agreement, River Bend shall surrender the City Property and remove all debris and personal property of, or created by River Bend. River Bend shall not remove any structures or fixtures which shall become property of the City. Any funds held by River Bend that are dedicated for the operation and maintenance of the Nature Center shall be transferred to the City to the extent not prohibited by law, grant or endowment requirements.

ARTICLE V INSURANCE AND LIABILITY

1. Indemnification. River Bend shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from River Bend's use, improvement, and occupancy of the Nature Center, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center, including the person and personal property of River Bend's employees and all persons at the Nature Center at River Bend's invitation or sufferance, to the extent provided by law and up to the amount of any insurance policy owned by River Bend.

2. Personal Property. River Bend shall be responsible for any personal property that it keeps at the Nature Center. River Bend agrees to hold the City harmless from any and all loss or damage to its personal property.

3. Insurance.

- a. Insurance to be Maintained by River Bend. River Bend shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center as a result of its operation of the Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. River Bend shall name the City as an additional insured. A certificate of insurance shall be provided to the Finance Department of the City on an annual basis by December 31st. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. River Bend shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. River Bend shall also maintain workers' compensation insurance

for its employees.

- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for all land and facilities (not including River Bend personal property) of the Nature Center. Said policy shall name River Bend and its officers, directors and employees as additional insureds as per this Lease and Operating Agreement.
 - c. Subrogation. River Bend and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.
4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.
5. Independent Contractor Status. All services provided by River Bend and its officers, employees, and agents pursuant to this Agreement shall be provided by such persons as an employee of River Bend or as an independent contractor and not as an employee of the City for any purpose. River Bend shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. Either party may terminate this Agreement by giving the other party one year advance written notice prior to the end of any applicable term. The term of this Agreement shall be 5 years from the date hereof, and automatically renew for 5-year periods. Upon termination of this Agreement, the buildings and improvements located on the City Property shall become the sole and exclusive property of the City consistent with this Agreement. River Bend agrees to return all buildings and improvements located on the City Property in a satisfactory condition consistent with this Agreement and River Bend's maintenance and repair obligations as set forth herein.
2. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the City and River Bend and there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or River Bend unless reduced to writing and executed in the same form and manner in which this Agreement is executed.
3. Data Practices Compliance. Data provided to River Bend under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.
4. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of

any other provision or provisions.

5 . Choice of Law. The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.

6 . Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

(a) River Bend Nature Center, Inc.
 1000 Rustad Road
 Faribault, MN 55021 Attn:
 Executive Director

(b) City of Faribault
 208 1st Avenue NW
 Faribault, MN 55021 'Attn:
 City Administrator

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

IN WITNESS WHEREOF, the City and River Bend have executed this Agreement the day and year first above written.

CITY OF FARIBAULT

By: _____

Its: _____

By: _____

Its: _____

RIVER BEND NATURE CENTER, INC.

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Rice County Parcel ID Key for River Bend Nature Center

PARCEL	DEEDHOLDER	DEED_ACRES	GISACRES
18.32.4.75.006	CITY OF FARIBAULT	30.8	32.36
18.33.3.50.002	CITY OF FARIBAULT	4.4	4.98
15.04.2.00.002	NATURE CONSERVANCY	5.8	4.81
18.04.2.25.001	CITY OF FARIBAULT	120.3	117.22
18.05.4.00.001	CITY OF FARIBAULT	407	407.22
18.04.3.00.001	CITY OF FARIBAULT	20	19.74
18.05.4.75.001	NATURE CONSERVANCY	39.7	38.78
18.05.4.50.001	CITY OF FARIBAULT	3.75	3.72
18.08.2.00.002	CITY OF FARIBAULT	3.5	3.38
18.08.2.25.002	CITY OF FARIBAULT	2.1	2.3
18.08.2.00.001	CITY OF FARIBAULT	9.4	9.17
18.08.2.25.001	NATURE CONSERVANCY	15.6	15.58
18.05.3.25.002	NATURE CONSERVANCY	2.4	2.67
18.05.3.25.003	NATURE CONSERVANCY	3.9	4.11
18.05.3.25.004	NATURE CONSERVANCY	3.3	2.78
18.06.1.75.003	RIVER BEND NATURE CENTER INC	16.3	14.8
18.06.1.75.001	CITY OF FARIBAULT	26.7	27.12
18.06.1.50.001	CITY OF FARIBAULT	12.6	13.85
18.06.1.25.001	CITY OF FARIBAULT	5	3.89
18.06.1.00.001	RIVER BEND NATURE CENTER INC	18.3	17.33
18.06.1.00.004	CITY OF FARIBAULT	10.4	10.94
18.31.4.75.009	CITY OF FARIBAULT	2	1.81
18.32.3.50.001	CITY OF FARIBAULT	12	11.89
18.32.3.03.047	CITY OF FARIBAULT	2.5	2.5
18.31.4.00.001	CITY OF FARIBAULT	0.6	0.6
Total		778.35	773.55



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-035 Order Improvements and Order Preparation of Plans and Specifications for 2024 Street Overlay and Sidewalk Improvements - City Contract 2024-02

Background:

The attached resolution orders the improvements for the proposed 2024 Street Overlay & Sidewalk Improvements project (Contract 2024-02), including curb and gutter replacement, concrete sidewalk construction/replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements.

The streets proposed to be included in this project are as follows:

Colonial Circle	(6th Street SW to South End)
Conliffe Avenue	(5th Street SW to South End)
6th Street SW	(Faribault Road to Conliffe Avenue)
Hulett Avenue*	(TH 60/4th Street NW to 7th Street NW)
Franklin Avenue	(7th Street NW to North End)
George L. Street	(Lincoln Avenue NW to Hulett Avenue)
Lincoln Avenue	(7th Street NW to North End)
8th Street NW	(Lincoln Avenue NW to East End)
Prairie Avenue	(17th Street SW to 21st Street SW)
21st Street SW	(Prairie Avenue to 9th Avenue SW)
Cornelia Court	(Legacy Drive to End)
Poehler Court	(Legacy Drive to End)
Goldenray Drive	(Legacy Drive to Ivy Way)
Goldenray Circle	(Goldenray Drive to End)
Legacy Drive	(14th Street NE to End)

* Includes new sidewalk.

The purpose of the hearing is to take public comment as part of the

consideration by the Council in ordering the improvements. If the project is ordered, plans and specifications will be finalized and brought back to the Council for approval, along with the request for authorization to advertise for public bids.

Due to the popularity of virtual neighborhood meetings in the last few years, where property owners can view a presentation online at their leisure rather than having to come in for one specific time, another virtual neighborhood meeting was held and people were encouraged to contact the City Engineer directly with any questions after viewing the virtual open house. Three comments were received addressing the following with staff responses in parenthesis:

- Question about replacement of existing sidewalk (existing sidewalk will only be replaced if it meets the City's hazardous sidewalk condition criteria)
- Question about replacing driveway apron (driveway aprons are the responsibility of the property owner)
- Question about storm sewer capacity and overflow elevations on Legacy Drive (significant storm sewer changes are typically outside of the scope of a mill and overlay project)

The preliminary total estimated cost of the improvements, including 5% contingency and 15% engineering, is \$1,534,200.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 1,033,400.00	67.3%
Water Utility Fund (601)	\$ 10,600.00	0.7%
Sanitary Sewer Utility Fund (602)	\$ 51,200.00	3.3%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 439,200.00</u>	<u>28.6%</u>
Total	\$ 1,534,200.00	100.0%

As detailed in the feasibility report, there are no special assessments proposed as part of this project as revenues for the street improvement fund are designated to come from the franchise fee increases. As such, a simple majority vote of the City Council is required to advance the improvements. It is tentatively planned to receive bids on this project in March 2024, with construction to begin in May/June 2024, and be substantially completed by the end of August 2024.

Recommendation:

Approve Resolution 2024-035 Order Improvements and Order Preparation of Plans and Specifications for 2024 Street Overlay and Sidewalk Improvements - City Contract 2024-02

Attachments:

1. Resolution 2024-035 Order Improvements and Order Preparation of Plans and Specifications for 2024 Street Overlay and Sidewalk Improvements
2. 2024 Street Overlay & Sidewalk Improvements - Contract 2024-02
3. (2024-02) Info Meeting Letter

CITY OF FARIBAULT

RESOLUTION #2024-035

ORDER IMPROVEMENTS AND ORDER PREPARATION OF PLANS AND SPECIFICATIONS FOR 2024 STREET OVERLAY AND SIDEWALK IMPROVEMENTS - CONTRACT 2024-02

WHEREAS, Resolution 2024-011, adopted on January 9, 2024, fixed a date for a Council hearing on the proposed 2024 Street Overlay & Sidewalk Improvements project (Contract 2024-02), including curb and gutter replacement, concrete sidewalk construction/replacement, storm sewer repairs, casting adjustment/ replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

Colonial Circle	(6th Street SW to South End)
Conliffe Avenue	(5th Street SW to South End)
6th Street SW	(Faribault Road to Conliffe Avenue)
Hulett Avenue*	(TH 60/4th Street NW to 7th Street NW)
Franklin Avenue	(7th Street NW to North End)
George L. Street	(Lincoln Avenue NW to Hulett Avenue)
Lincoln Avenue	(7th Street NW to North End)
8th Street NW	(Lincoln Avenue NW to East End)
Prairie Avenue	(17th Street SW to 21st Street SW)
21st Street SW	(Prairie Avenue to 9th Avenue SW)
Cornelia Court	(Legacy Drive to End)
Poehler Court	(Legacy Drive to End)
Goldenray Drive	(Legacy Drive to Ivy Way)
Goldenray Circle	(Goldenray Drive to End)
Legacy Drive	(14th Street NE to End)

* Includes new sidewalk.

WHEREAS, the total cost of the improvements is estimated to be \$1,534,200.00.

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

ALSO, BE IT RESOLVED, that the proposed the 2024 Street Overlay & Sidewalk Improvements project (Contract 2024-02), including curb and gutter replacement, concrete sidewalk construction/replacement, storm sewer repairs, casting adjustment/ replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

Colonial Circle	(6th Street SW to South End)
Conliffe Avenue	(5th Street SW to South End)
6th Street SW	(Faribault Road to Conliffe Avenue)
Hulett Avenue*	(TH 60/4th Street NW to 7th Street NW)
Franklin Avenue	(7th Street NW to North End)
George L. Street	(Lincoln Avenue NW to Hulett Avenue)
Lincoln Avenue	(7th Street NW to North End)
8th Street NW	(Lincoln Avenue NW to East End)
Prairie Avenue	(17th Street SW to 21st Street SW)
21st Street SW	(Prairie Avenue to 9th Avenue SW)
Cornelia Court	(Legacy Drive to End)
Poehler Court	(Legacy Drive to End)
Goldenray Drive	(Legacy Drive to Ivy Way)
Goldenray Circle	(Goldenray Drive to End)
Legacy Drive	(14th Street NE to End)

* Includes new sidewalk.

are hereby ordered as proposed in the Council Resolution adopted February 13, 2024.

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

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

Date Adopted: February 13, 2024

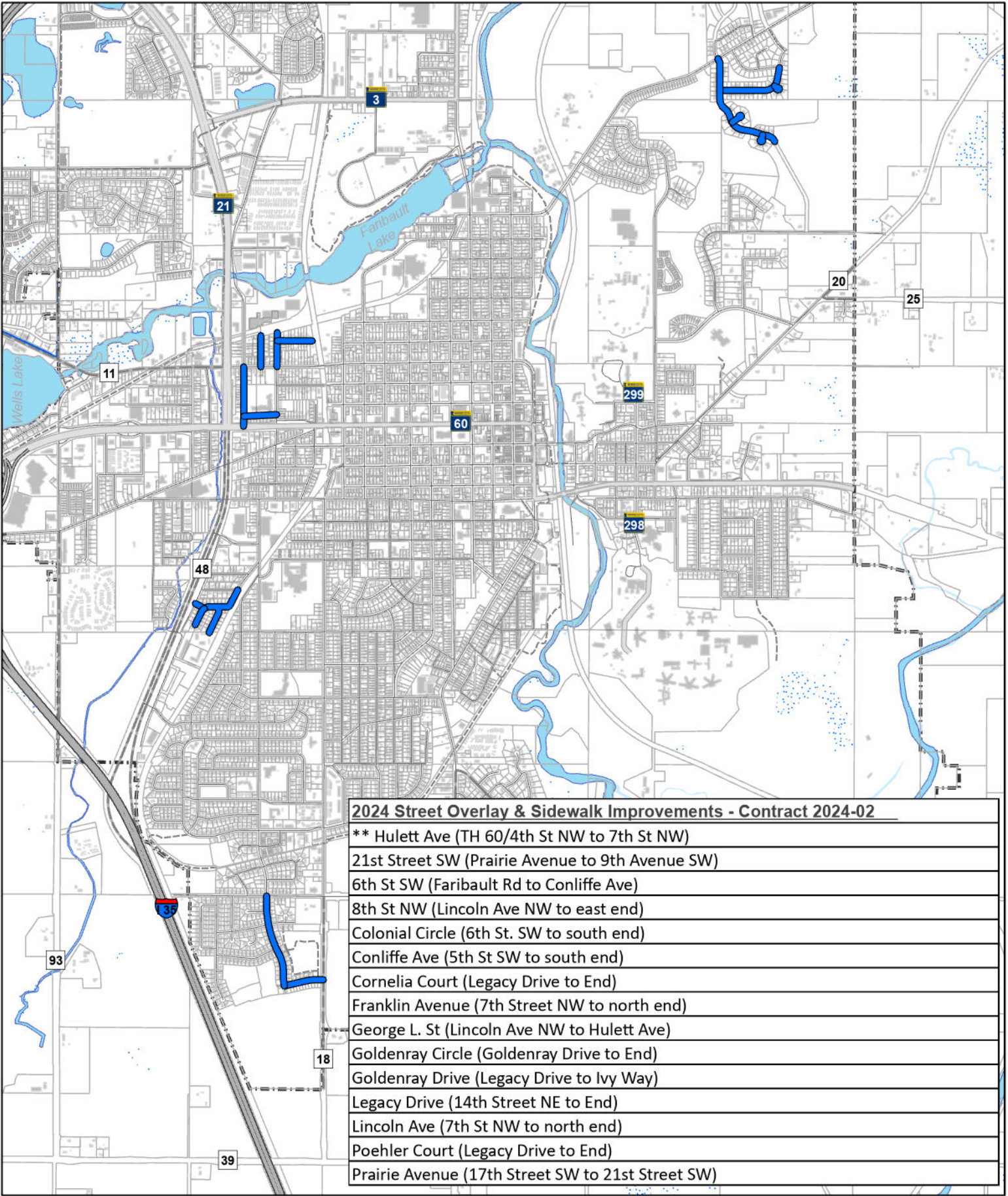
Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

December 2023



2024 Street Overlay & Sidewalk Improvements - Contract 2024-02

- ** Hulett Ave (TH 60/4th St NW to 7th St NW)
- 21st Street SW (Prairie Avenue to 9th Avenue SW)
- 6th St SW (Faribault Rd to Concliffe Ave)
- 8th St NW (Lincoln Ave NW to east end)
- Colonial Circle (6th St. SW to south end)
- Concliffe Ave (5th St SW to south end)
- Cornelia Court (Legacy Drive to End)
- Franklin Avenue (7th Street NW to north end)
- George L. St (Lincoln Ave NW to Hulett Ave)
- Goldenray Circle (Goldenray Drive to End)
- Goldenray Drive (Legacy Drive to Ivy Way)
- Legacy Drive (14th Street NE to End)
- Lincoln Ave (7th St NW to north end)
- Poehler Court (Legacy Drive to End)
- Prairie Avenue (17th Street SW to 21st Street SW)



0 1,250 2,500 Feet

2024 Street Overlay & Sidewalk Improvements - Contract 2024-02





January 10, 2023

Dear Property Owner:

The purpose of this letter is to inform you that tax records indicate that you are the property owner of property abutting the City of Faribault's proposed 2024 Street Overlay & Sidewalk Improvements project (Contract 2024-02), including curb and gutter replacement, concrete sidewalk replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

Colonial Circle	(6th Street SW to South End)
Conliffe Avenue	(5th Street SW to South End)
6th Street SW	(Faribault Road to Conliffe Avenue)
Hulett Avenue*	(TH 60/4th Street NW to 7th Street NW)
Franklin Avenue	(7th Street NW to North End)
George L. Street	(Lincoln Avenue NW to Hulett Avenue)
Lincoln Avenue	(7th Street NW to North End)
8th Street NW	(Lincoln Avenue NW to East End)
Prairie Avenue	(17th Street SW to 21st Street SW)
21st Street SW	(Prairie Avenue to 9th Avenue SW)
Cornelia Court	(Legacy Drive to End)
Poehler Court	(Legacy Drive to End)
Goldenray Drive	(Legacy Drive to Ivy Way)
Goldenray Circle	(Goldenray Drive to End)
Legacy Drive	(14th Street NE to End)

* Includes new sidewalk on east side of Hulett Avenue from 7th Street NW south to the existing sidewalk at the northwest corner of Lincoln School.

Property owners are encouraged to review the virtual project open house presentation located at the following link: <http://tinyurl.com/4yz496wb>

or using the following QR code which can be accessed by using the camera on any smartphone or tablet with internet access:



If you have questions after reviewing the project presentation, you are encouraged to contact myself either by phone at 507.333.0360 or email at mduchene@ci.faribault.mn.us and I'd be more than happy to answer any questions. The City Council will formally consider whether or not to proceed with an improvement project at their February 13, 2024, regular council meeting during the public hearing portion of the meeting. All interested parties are welcome to formally address the council during the public hearing.

As the most common question we get asked following the sending of these notices relates to the costs, I want to inform you that on October 12, 2021, the City Council passed Ordinance 2021-09 which increased the franchise fee amounts paid by all electric and gas utility customers in the City. This increase in franchise fees is being used to fund street improvement projects like this proposed project and as such, the City is **not** proposing to levy any special assessments against the adjacent properties to street projects as was commonly done in previous years.

I urge that if you have any questions or concerns regarding the proposed improvement project that you contact me to discuss. Often times property owners along the project point out issues or concerns that they experience due to living along the proposed project that are not always evident based on a survey.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark @ m", with a stylized flourish at the end.

Mark DuChene, PE
City Engineer
(507) 333-0360
mduchene@ci.faribault.mn.us



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: February 13, 2024
SUBJECT: Resolution 2024-036 Adopt Position Opposing New State of Minnesota Flag and Seal

Background:

A new state flag and seal were selected by the State Emblems Redesign Commission (established in the 2023 legislative session) to replace the current ones. Copies of both the new designs as well as the current ones are attached. The designs will replace Minnesota's existing state flag and seal on Statehood Day — May 11 — unless the Legislature intervenes.

This matter was discussed at the Council work session on January 16, 2024. The majority of the Council supported bringing forth a resolution opposing the new flag and seal to be submitted to the Governor and legislative representatives. The resolution, along with other background material from the 1/16 work session, is attached.

Recommendation:

Take Action on Resolution 2024-036

Attachments:

1. Resolution 2024-036 Adopt Position Opposing New State of Minnesota Flag and Seal
2. 2024-01-16 Work Session Packet Item 2.D.

CITY OF FARIBAULT

RESOLUTION #2024-036

ADOPT POSITION OPPOSING NEW STATE OF MINNESOTA FLAG AND SEAL

WHEREAS, the 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota, Chapter 62, Article 2, Section 118, the purpose of which was to redesign the official state flag and the official state seal; and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024; and

WHEREAS, the official seal of the State of Minnesota has remained unchanged since 1858, and the current official state flag was created in 1957 with minor modifications done in 1983; and

WHEREAS, the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state; and

WHEREAS, there is substantial public cost associated with making this change that does not advance the public interest, including every officer badge, flags, official seal, and courtrooms across the state at substantial public expense.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council opposes the new official state flag and official state seal and urges our legislative delegation and the Governor to take action to reject the work of the State Emblems Redesign Commission.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby urges our legislative delegation and the Governor to retain the existing state flag and state seal as the official emblems for the State of Minnesota.

Date Adopted: February 13, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: January 16, 2024
SUBJECT: Consider Position Opposing the new Minnesota State Flag and Seal

Discussion:

A new state flag and seal were selected by the State Emblems Redesign Commission (established in the 2023 legislative session) to replace the current ones. Copies of both the new designs as well as the current ones are attached. The designs will replace Minnesota's existing state flag and seal on Statehood Day — May 11 — unless the Legislature intervenes.

In response to a request from a resident, Mayor Voracek has requested that this item be put on the Work Session agenda for discussion to determine if the Council wishes to consider a resolution in opposition to the new designs.

If the Council supports the submission of a resolution opposing the new flag and seal to the Governor and State Legislature, direction should be provided on the reasons for the opposition so that they may be incorporated into the resolution. A copy of the resolution passed earlier this month by Crow Wing County is attached as an example.

Attachments:

1. State of Minnesota Flags and Seals
2. Minnesota Secretary Of State - Sec
3. Crow Wing County Resolution 2024-01-02



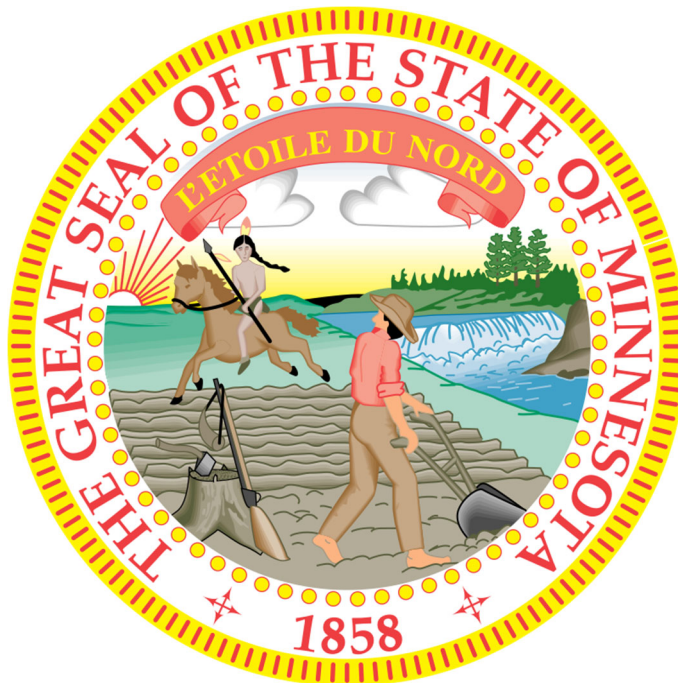
New State of Minnesota Flag



Existing State of Minnesota Flag



New State of Minnesota Seal



Existing State of Minnesota Seal

NEWS ROOM

Sec. Simon's Statement on State Flag

December 19, 2023

SAINT PAUL – At the December 19, 2023 meeting of the State Emblem Redesign Commission, members approved a state flag design that features the conceptual shape of Minnesota in dark blue and the rest of the flag in light blue. The flag has a single eight-pointed star pointed north on the shape of Minnesota.

Minnesota Secretary of State Steve Simon issued the following statement in response:

"Minnesota's new flag captures the imagination while standing apart from all other state flags with its unique design that depicts the shape of our state. Minnesotans have so much to be proud of from the beauty of our land, to our rivers and lakes, to our recognition as the North Star State – all of which are reflected in this flag. I hope Minnesotans will find commonality in this flag and unite around it for generations to come.

I am deeply grateful to everyone who contributed their thoughts and ideas to this process – especially my fellow commission members who have worked diligently and respectfully in such a short time to accomplish this effort.

I look forward to May 11, 2024 as a day where all Minnesotans can celebrate what makes our state exceptional."



About the State Emblem Redesign Commission

The [State Emblems Redesign Commission](#) was established in the 2023 legislative session to develop and adopt a new design for the official state seal and a new design for the official state flag no later than January 1, 2024. The designs of the state seal and flag as certified by the commission are set to take effect on May 11, 2024.

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: January 2, 2024

Resolution

OFFERED BY COMMISSIONERS: and

RESOLUTION IN OPPOSITION TO REDESIGNING THE STATE FLAG AND SEAL

WHEREAS, the 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota , Chapter 62, Article 2, Section 118 the purpose of which is to redesign the official state flag and official state seal, and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024, and

WHEREAS, the official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983, and

WHEREAS, the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state, and

WHEREAS, there is a substantial public cost associated with making this change that does not advance the public interest, including every deputy badge, seals in every courtroom and County Board Rooms across the state at substantial public expense, and

WHEREAS, the public reaction to the proposed designs has thus far been overwhelmingly negative.

NOW, THEREFORE, BE IT RESOLVED the Crow Wing County Board of Commissioners hereby urges our legislative delegation and the Governor to reject the work of the State Emblems Redesign Commission.

BE IT FURTHER RESOLVED the Crow Wing County Board of Commissioners hereby urges our legislative delegation and the Governor to retain the existing state seal and state flag as the official emblems for the State of Minnesota.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Timothy J. Houle, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, 2024, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this < > day of < > 2024.

TIMOTHY J. HOULE
COUNTY ADMINISTRATOR



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: February 13, 2024
SUBJECT: Ordinance 2024-3 Vacate Easements near the Intersection of 2nd Street NE and Heritage Place (Second Reading)

Background:

On January 23, 2024, the Faribault City Council approved the first reading of Ordinance 2024-3, which vacates certain easements near the 2nd Street NE and Heritage Place intersection. The City received no comments from the public nor made substantive changes to the ordinance since the first reading. However, City staff made a minor clarification related to the legal description.

The summary publication is also attached to notify the public. Approval of the summary publication requires a minimum 5/7ths vote.

Recommendation:

Approve Ordinance 2024-3 and, with a separate vote, approve the summary publication.

Attachments:

1. Ordinance 2024-3 Vacate Easements near the Intersection of 2nd Street NE and Heritage Place

(Space Reserved for Recording)

**CITY OF FARIBAULT
ORDINANCE No. 2024-3**

VACATE EASEMENTS NEAR THE INTERSECTION OF 2ND STREET NE AND HERITAGE PLACE

WHEREAS, the City of Faribault, (the "Applicant") requests vacating drainage and utility easements near the corner of 2nd Street NE and Heritage Place, depicted and legally described in Exhibits A and B; and

WHEREAS, City Staff reviewed the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on January 16, 2023, following proper notice, held a public hearing regarding the Applicant's request; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended approval of the Applicant's request per the following findings as required by Section 2-540 of the City's Unified Development Ordinance:

1. Criteria: No private rights will be injured or endangered as a result of the vacation.

Finding: The proposed easement vacations will not injure or endanger private rights as new easements are supplied in the proposed River Ridge 4th Addition final plats.

2. Criteria: The public will not suffer loss or inconvenience resulting from the granting of the requested vacation.

Finding: The proposed vacation will not impose on the public a loss or inconvenience resulting from the granting of the requested vacation.

3. Criteria: No written objection has been received, prior to the public hearing, from an adjacent property owner who did not join in the application.

Finding: The City received no written objections to the proposed vacation before the public hearing.

WHEREAS, the City Council conducted the first reading of this ordinance on January 23, 2024, and the second reading of this ordinance on February 13, 2024; and

WHEREAS, based on the City Staff's report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council concurred with the findings of the Planning Commission as stated in the above recitals and made identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals and exhibits in this ordinance are incorporated into this ordinance, and, where applicable, constitute the City Council's findings.

Section 2. Vacation of Drainage and Utility Easements. Pursuant to City of Faribault Unified Development Ordinance, Chapter 2, Article 10, the City of Faribault hereby vacates the drainage and utility easements situated in the City of Faribault, County of Rice, State of Minnesota, legally described above and depicted in Exhibits A and B.

Section 3. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 4. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

First Reading: January 23, 2024

Second Reading: February 13, 2024

Publication Date: February 20, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A Easement Vacation Area #1

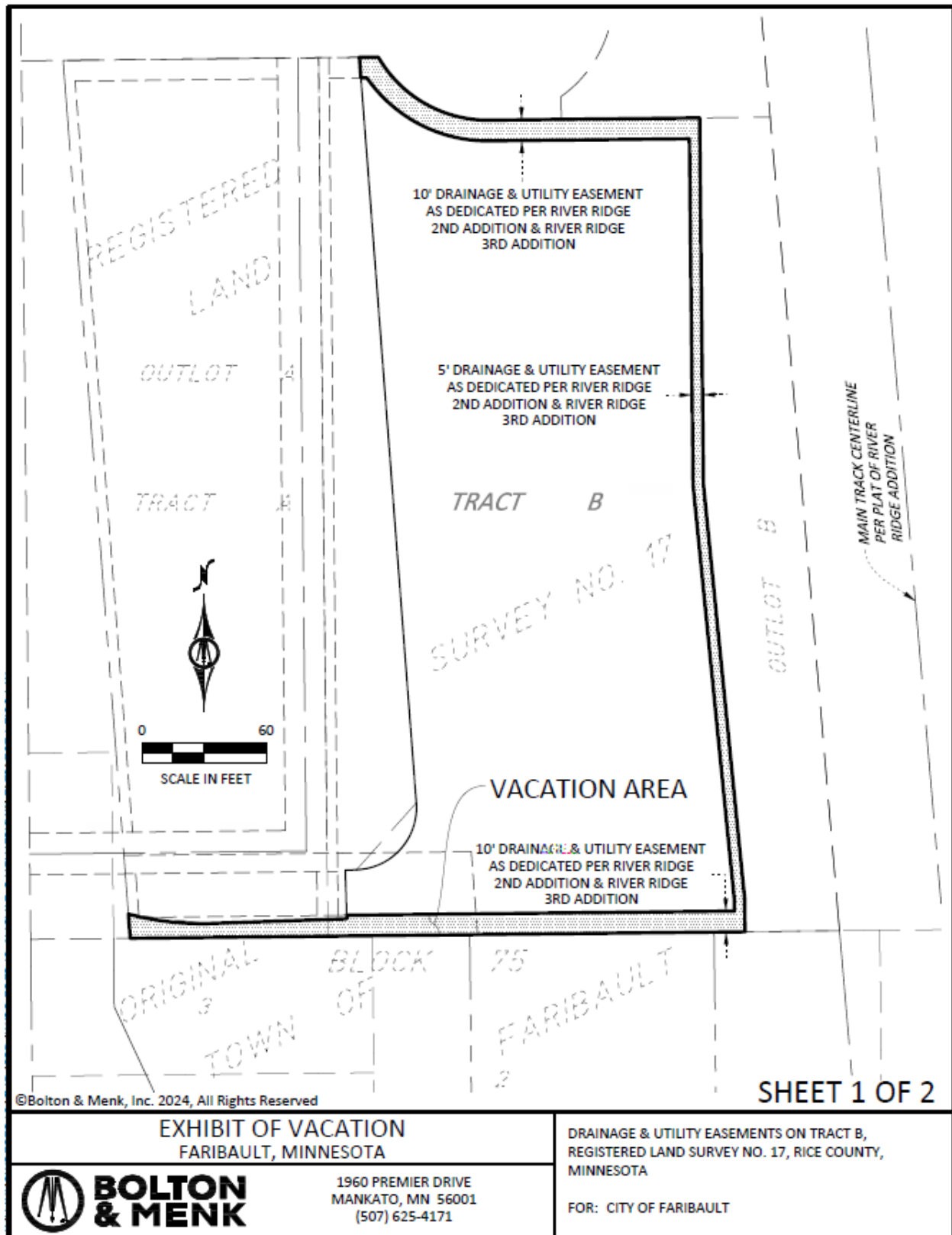


Exhibit A
Easement Vacation Area #1

VACATION AREA

That part of Lot 1, Block 1, River Ridge 3rd Addition, according to the recorded plat thereof, City of Faribault, Rice County, Minnesota, described as follows:

The 10.00 foot drainage and utility easement as dedicated per River Ridge 2nd Addition according to the recorded plat thereof, City of Faribault, Rice County, Minnesota and River Ridge 3rd Addition, according to the recorded plat thereof, City of Faribault, Rice County, Minnesota, lying in Tract B of Registered Land Survey No. 17, City of Faribault, Rice County, Minnesota.

AND

The 5.00 foot drainage and utility easement as dedicated per River Ridge 2nd Addition, according to the recorded plat thereof, City of Faribault, Rice County, Minnesota and River Ridge 3rd Addition, according to the recorded plat thereof, City of Faribault, Rice County, Minnesota, lying in Tract B of Registered Land Survey No. 17, City of Faribault, Rice County, Minnesota.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared
by me or under my direct supervision and that I am a duly
Licensed Land Surveyor under the laws of the State of
Minnesota.

Janele Fowlds

Janele Fowlds
License Number 26748

01/29/2024
Date

SHEET 2 OF 2

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EXHIBIT OF VACATION
FARIBAULT, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

DRAINAGE & UTILITY EASEMENTS ON TRACT B,
REGISTERED LAND SURVEY NO. 17, RICE COUNTY,
MINNESOTA

FOR: CITY OF FARIBAULT

JOB NUMBER: OM3.131546

FIELD BOOK:

DRAWN BY: JPB

Exhibit B
Easement Vacation Area #2

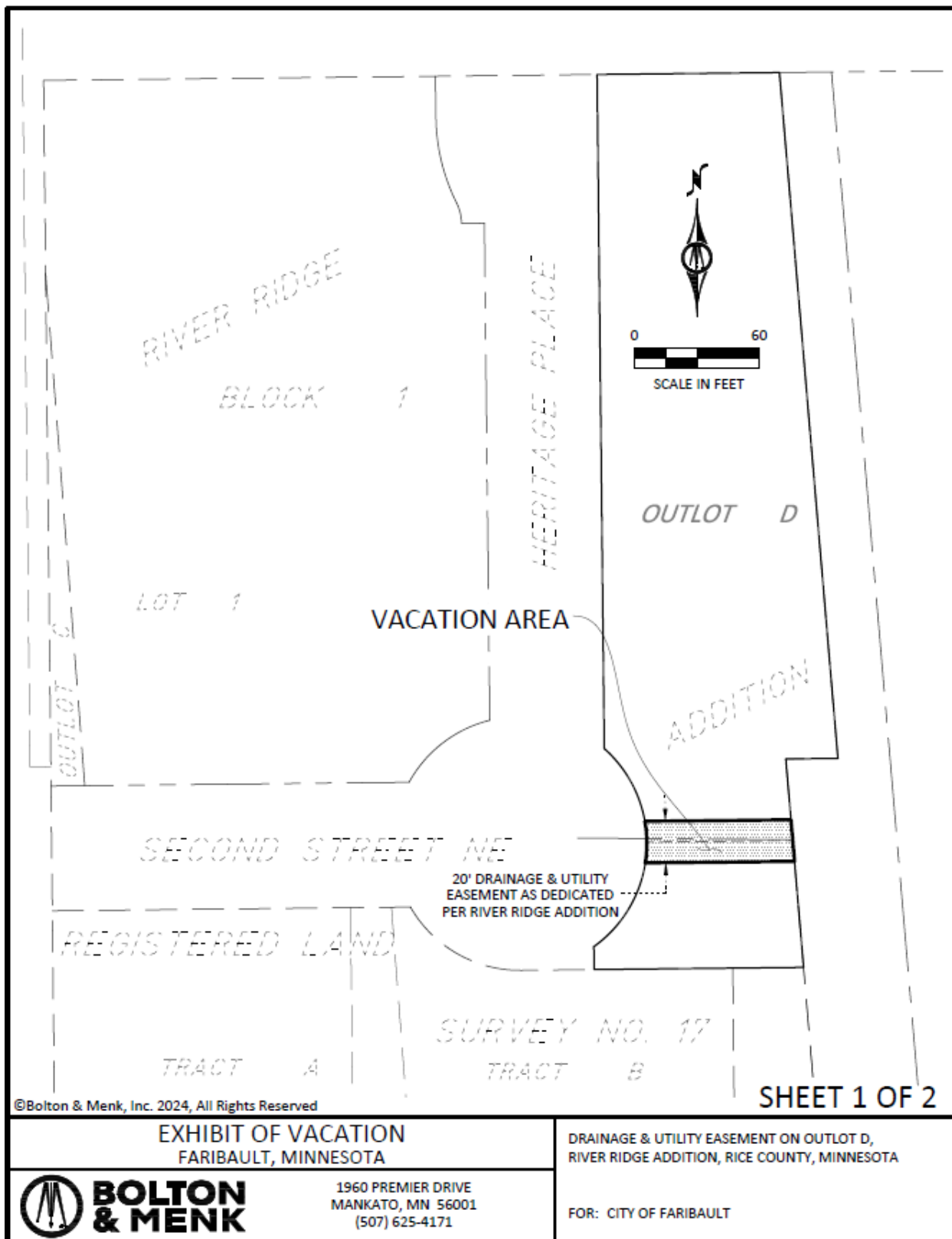


Exhibit B
Easement Vacation Area #2

VACATION AREA

That part of Outlot D, River Ridge Addition, according to the recorded plat thereof, City of Faribault, Rice County, Minnesota, described as follows:

The 20.00 foot drainage and utility easement as dedicated per River Ridge Addition according to the recorded plat thereof, City of Faribault, Rice County, Minnesota, lying in Outlot D of said River Ridge Addition.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



Janele Fowlds
License Number 26748

01/29/2024
Date

SHEET 2 OF 2

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EXHIBIT OF VACATION
FARIBAULT, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

**DRAINAGE & UTILITY EASEMENT ON OUTLOT D,
RIVER RIDGE ADDITION, RICE COUNTY, MINNESOTA**

FOR: CITY OF FARIBAULT

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2024-3

VACATE EASEMENTS NEAR THE INTERSECTION OF 2ND STREET NE AND HERITAGE PLACE

On February 13, 2024, the Faribault City Council adopted Ordinance 2024-3, vacating drainage and utility easements near the corner of 2nd Street NE and Heritage Place. 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: January 23, 2024

Second Reading: February 13, 2024

Publication: February 20, 2024