



CITY COUNCIL AGENDA

**BUCKHAM WEST
19 DIVISION ST. W**

TUESDAY, MARCH 12, 2024

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions – None**
- 4. Approve minutes of the February 28, 2024 Joint City Council, EDA and HRA Meeting and the February 28, 2024 City Council Meeting**
 - A. Approve minutes of the February 28, 2024 Joint City Council, EDA and HRA Meeting and the February 28, 2024 City Council Meeting
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. List of Claims to be Released
 - B. Resolution 2024-053 Accept Donation Made to the Police Department
 - C. Approve LG230 Application to Conduct Off-Site Bingo for Divine Mercy Catholic Church
 - D. Resolution 2024-056 Approve Limited Use Permit #6612-0044 with the Minnesota Department of Transportation for Northern Link Trail
 - E. Approve Water Tower Lease Agreement with Northfield WiFi
 - F. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for BPOE Lodge 1166 and Indemnification Agreement
 - G. Approve July 4th Fireworks Proposal and Contract from RESPyro
 - H. Approve Professional Engineering and Related Services Proposal for Faribault 2024 Water and Sewer Utility Improvements Proposal to Provide Design Technical Assistance
 - I. Approve Quote with Five Star Telecom for Camera/Router Installation
 - J. Approve Employee Tuition Reimbursement Agreement
 - K. Approve Professional Engineering and Related Services Proposal for Straight River Trail - Deer Bridge In-Depth Inspection
 - L. Approve Memorandum of Understanding with Local 70
 - M. Resolution 2024-057 Declare Old Firefighter Helmets as Surplus
- 7. Public Hearings – None**
- 8. Items for Discussion**
 - A. Resolution 2024-054 Approve a Conditional Use Permit for a Drive-Through Restaurant in the Faribo West Mall Parking Lot at 190 Western Avenue N
- 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.



Special Joint City Council, EDA and HRA Minutes

BUCKHAM WEST
19 DIVISION ST. W.

WEDNESDAY, FEBRUARY 28, 2024

6:00 PM

Call to Order/Roll Call

City Council

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, City Clerk Heather Slechta, Police Chief John Sherwin, City Engineer Mark DuChene, Community and Economic Development Director David Wanberg, Public Works Director Travis Block, Human Resources Director Kevin Bushard and City Attorney Scott Riggs.

Economic Development Authority

The meeting of the Economic Development Authority was called to order at 6:00 pm. by Chair Rodney Gramse. Commissioners in attendance included AJ Smith, Christine Jeanes, Mayor Kevin Voracek and Councilor Tom Spooner. Commissioners David Campbell and Will Fort were absent.

Housing and Redevelopment Authority

The meeting of the Housing and Redevelopment Authority was called to order at 6:00 pm by Vice Chair Travis McColley. Commissioners in attendance included Councilor Sara Caron, Mandy Barnes and Travis Kath. Commissioners Eric Delgado, Loni Ahlers and Colin Maltbie were absent.

Approve Agenda

City Council

Motion by Ross, seconded by van Sluis to approve the agenda and carried unanimously.

Economic Development Authority

Motion by Spooner, seconded by Voracek to approve the agenda and carried unanimously.

Housing and Redevelopment Authority

Motion by Barnes, seconded by Caron to approve the agenda and carried unanimously.

Public Hearing

Public Hearing related to Faribo Downtown Central LLC Business Subsidies

Community and Economic Development Director David Wanberg explained that the Economic Development Authority of Faribault (the "EDA") and the Housing and Redevelopment Authority of Faribault, Minnesota (the "HRA") held a special meeting to provide business assistance in the form of forgivable loans to Faribo Downtown Central ("FDC") for \$250,000 from EDA funds and

\$250,000 from HRA funds for FDC's Phase 1 work supporting the revitalization of specific buildings in Faribault.

Wanberg stated that both the EDA and HRA are now being asked to consider providing business assistance in the form of additional forgivable loans to FDC for \$250,000 from EDA funds and \$250,000 from HRA funds for FDC's Phase 2 work. In addition, the EDA, on behalf of the City Council, is considering providing additional business assistance to FDC through a \$500,000 Special Commercial Rehabilitation Loan.

Motion by Doumbouya, seconded by Ross to open the public hearing and carried unanimously. The public hearing was opened at 6:04 pm.

Nort Johnson spoke on behalf of Faribo Downtown Central (FDC), which includes the Faribault Industrial Corp, Mike and Mary Richie, and Brett Reese. Since FDC purchased 13 buildings in downtown Faribault, eight businesses have opened and \$700,000 in roof repairs have been made. Phase 2 will include the completion of 27-29 apartments over the next few years. Currently there are three potential business ready to move into spaces once they are completed.

Councilor Ross asked how many of the buildings have been sold since the original purchase, Johnson stated one property has been sold, and the goal is that they all become owner occupied. Johnson stated that they are planning to divide the Eastman building, creating space for 10 apartments and eight businesses. Councilor Caron asked what the buildings would be sold for, Johnson stated around \$275,000. Commissioner McColley asked why the apartments have been pushed years down the road, Johnson explained that it is the cost of construction and interest rates and that once the buildings are cash flowing through the commercial side they will be able to complete all of the apartments. There are currently three renovated with one in progress. McColley then asked how long until the housing would be completed, Dr. Mike Richie explained they are still in the process of getting the buildings clean and dry as they were in disrepair. Their goal is to get work done and sell the buildings so that they are owner occupied and they can complete the finish work. Commissioner Kath asked if that was five or ten years down the road, Johnson stated that they have already sold a building with two apartments and that they are hoping that it is only 10-18 months down the road. Dr. Richie stated that the goal is that the buildings are out of the investor's hands in five years. McColley asked what would guarantee that housing would be completed; Dr. Richie stated that it has to be to be viable. Johnson stated that the ground work is being done for the housing. Caron asked if they would be requesting more funds, Johnson stated that they were not planning to request additional funding. Caron then asked how much the investors have put into the project. Johnson stated that they have put in over \$3,000,000. McColley asked if once the buildings were sold if the new owners would be able to ask for funds. City Attorney Scott Riggs explained that they could not per the agreements, however, that would be an EDA and HRA decision to make. Wanberg stated that subordination agreements could be written, however, the EDA and HRA would not be obligated to give financial assistance. Johnson offered tours to the Council, HRA and EDA to see the buildings.

Motion by van Sluis, seconded by Thiele to close the public hearing and carried unanimously. The public hearing was closed at 6:28 pm.

Councilor Ross stated that this has been a painful process for all involved, he thanked the EDA, HRA and the investors for stepping up as this is a necessary project and will save the City money in the long run as some of these buildings may have had to be torn down due to their condition. Councilor Spooner agreed with Ross. Commissioner Rodney Gramse stated that he would be recusing himself from discussion due to a conflict. Mayor Voracek stated that this is a sizable

investment, and that cities wished they had a downtown, he also stated that people comment on our downtown. Caron did not agree that money should have come from these entities. Commissioner Barnes stated that the downtown is the heart, and we need to preserve it, it is hard to say, take the money and run, but I see the need and fully support this.

Items for Discussion

Resolution 2024-052 Approve a Special Commercial Rehabilitation Loan Agreement between the Economic Development Authority of Faribault, on behalf of the City of Faribault, and Faribo Downtown Central [FOR CITY COUNCIL ACTION]

Motion by Ross, seconded by Voracek to approve Resolution 2024-052 Approve a Special Commercial Rehabilitation Loan Agreement between the Economic Development Authority of Faribault, on behalf of the City of Faribault, and Faribo Downtown Central and carried 6:1 with Caron voting Nay.

Resolution 2024-03 Approve (1) a Special Commercial Rehabilitation Loan Agreement between the Economic Development Authority of Faribault, on behalf of the City of Faribault, and Faribo Downtown Central LLC and (2) a Loan Agreement between the Economic Development Authority of Faribault - [FOR EDA ACTION]

Motion by Smith, seconded by Jeanes to approve Resolution 2024-03 Approve (1) a Special Commercial Rehabilitation Loan Agreement between the Economic Development Authority of Faribault, on behalf of the City of Faribault, and Faribo Downtown Central LLC and (2) a Loan Agreement between the Economic Development Authority of Faribault and carried unanimously, Commissioner Gramse recused himself from voting due to a conflict.

Resolution 2024-02 Approve a Loan Agreement between Housing and Redevelopment Authority of Faribault and Faribo Downtown Central and Approve Closeout of Phase 1 Funding Assistance [FOR HRA ACTION]

Motion by Barnes, seconded by McColley to approve Resolution 2024-02 Approve a Loan Agreement between Housing and Redevelopment Authority of Faribault and Faribo Downtown Central and Approve Closeout of Phase 1 Funding Assistance, motion failed with Barnes and McColley voting in favor and Caron and Kath voting Nay.

City Attorney Scott Riggs recommended that the HRA discuss this at their next regular meeting.

Adjournment

Housing and Redevelopment Authority

Motion by Caron, seconded by Kath to adjourn the Housing and Redevelopment Authority meeting and carried unanimously.

The meeting was adjourned at 6:38 pm.

Economic Development Authority

Motion by Gramse, seconded by Spooner to adjourn the Economic Development Authority meeting and carried unanimously.

The meeting was adjourned at 6:38 pm.

City Council

Motion by Ross, seconded by Thiele to adjourn the City Council meeting and carried unanimously. The meeting was adjourned at 6:38 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



CITY COUNCIL MINUTES

BUCKHAM WEST

19 DIVISION ST. W.

WEDNESDAY, FEBRUARY 28, 2024

6:15 PM

or Immediately Following the Joint City Council, EDA and HRA Meeting

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:39 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, City Clerk Heather Slechta, Police Chief John Sherwin, City Engineer Mark DuChene, Community and Economic Development Director David Wanberg, Public Works Director Travis Block, Human Resources Director Kevin Bushard and City Attorney Scott Riggs.

Approve Agenda

Mayor Voracek requested that item 8C. Resolution 2024-044 Approve Letters of Support for Faribault Cares' Request for Congressionally Directed Spending Funds be moved to 8A.

Motion by van Sluis, seconded by Caron to approve the agenda as amended and carried unanimously.

Presentations/Introductions – None

Approve the February 13, 2024 City Council Meeting Minutes and the February 20, 2024 Special City Council Meeting Minutes

Motion by Doumbouya, seconded by Ross to approve the February 13, 2024, City Council Meeting Minutes and February 20, 2024, City Council Meeting Minutes and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2024-038 Approve Appointment of Board and Commission Members
- C. Accept Quote for Digester Mixer Parts at Water Reclamation Facility
- D. Approve Agricultural Land Lease at the Water Reclamation Facility
- E. Resolution 2024-042 Receive/File Feasibility Report and Establish Public Hearing for 2024 Westwood Drive Reconstruction Improvements - Contract

2024-03

- F. Resolution 2024-041 Approve Permanent Trail Easement with Rice County for Cannon River View Trail
- G. Resolution 2024-043 Approve 2024 Consumption and Display Permit Renewal
- H. Resolution 2024-045 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Art Center
- I. Approve City Administrator Employment Agreement with Jessica Kinser
- J. Resolution 2024-046 Reaffirm the Enabling Resolution Establishing an Economic Development Authority for the City of Faribault as Outlined in Resolution #2021-082
- K. Resolution 2024-047 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts
- L. Resolution 2024-048 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts
- M. Resolution 2024-049 Approve Hiring Paid On-Call Firefighters
- N. Resolution 2024-050 Approve 2023 Budget Amendments
- O. Resolution 2024-051 Revising the 2024 Adopted Budget for Encumbrances
- P. Resolution 2024-055 Approve Hiring Building Inspector II

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

Public Hearings – None

Items for Discussion

Resolution 2024-044 Approve Letters of Support for Faribault Cares' Request for Congressionally Directed Spending Funds

Community and Economic Development Director David Wanberg introduced Casie Steeves, with Faribault Cares and the Faribault Area Chamber of Commerce. Ms. Steeves is leading a broad coalition of people and businesses working to increase Faribault's daycare options. Faribault Cares has conducted a detailed analysis of Faribault's daycare needs and has developed a plan to help address those needs. It is now applying for Congressionally Directed Spending (CDS) funds and is requesting letters of support for its application.

Ms. Steeves provided the Council with an overview of Faribault Cares' efforts. Ms. Steeves explained that the Faribault Cares is looking to create capacity for 100 children and infants. The plan includes creating 4-pods that would allow individuals to open their own in-home daycare outside of their home along with a day care center for up to 60 infants and children.

Motion by Doumbouya, seconded by Ross to approve Resolution 2024-044 Approve Letters of Support for Faribault Cares' Request for Congressionally Directed Spending Funds and carried unanimously.

Resolution 2024-039 Approve Plans and Specifications and Establish Bid Date for 2024 Street Overlays and Sidewalk Improvements - Contract 2024-02

City Engineer Mark DuChene explained that Resolution 2024-039 approved the construction plans and specifications 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 will be 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.

Also included in the proposed bid package are improvements to the frontage road on the east side of Lyndale Avenue (TH 21) adjacent to Furlong Motors and improvements to the driveway and area around the new northwest water tower. The improvements adjacent to Furlong Motors will be paid via special assessments levied against the property via a consent assessment agreement and the improvements at the water tower will be funded from the water utility fund and were accounted for in the total project costs for the water tower.

The improvements were formally ordered by the City Council on February 13, 2024, upon the passage of Resolution 2024-035, following the Public Hearing. After the improvements were ordered, the Engineering Department finalized the plans and specifications in preparation of bidding for the improvements.

The preliminary total estimated cost of the improvements, including a 5% contingency and 15% engineering fees is \$1,621,380.00. Proposed funding for the project will be as follows:

Street Improvement Fund (401)	\$ 1,033,365.00
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Special Assessments (Furlong Motors)	\$ 50,810.00
Water Utility Fund (601)	\$ 10,565.00
Sewer Utility Fund (602)	\$ 51,200.00
Storm Water Utility Fund (603)	\$ 475,440.00

The resolution also established a bid date of March 20, 2024 for the project. Construction is scheduled to begin in June, with substantial completion by the end of August 2024.

Motion by Ross, seconded by van Sluis to approve Resolution 2024-039 Approve Plans and Specifications and Establish Bid Date for 2024 Street Overlays and Sidewalk Improvements - Contract 2024-02 and carried unanimously.

Resolution 2024-040 Order Improvements, Approve Plans and Specifications and Establish Bid Date for 2024 Miscellaneous Trail Improvements - Contract 2023-10

City Engineer Mark DuChene explained that Resolution 2024-040 ordered the improvements, approved the construction plans and specifications and established a bid date for the proposed 2024 Miscellaneous Trail Improvements Project - Contract 2023-10 including grading, paving, fencing and other related improvements on four trail segments and the construction of a new public parking lot on the south side of the Viaduct Bridge in the Riverchase subdivision.

The preliminary total estimated cost of the improvements, including 5% contingencies and 15% engineering/permitting, is \$669,095,000. Proposed funding for the project will be as follows:

Street Improvement Fund (401)	\$ 315,535.00
Park Improvement Fund (404)	\$ 331,705.00
Storm Water Utility Fund (603)	\$ 21,855.00

The resolution also established a bid date of March 20, 2024, for the project. Construction is scheduled to begin in June, with substantial completion by the end of August 2024.

Councilor Caron asked what the trail would be like over the railroad tracks, DuChene explained that it would be a passable surface, in a switchback maze that would require bikes to be walked across. Mayor Voracek asked if the trail was being moved from the Riverchase side of the road; DuChene stated that it was not due to logistics and costs.

Motion by Spooner, seconded by Doumbouya to approve Resolution 2024-040 Order Improvements, Approve Plans and Specifications and Establish Bid Date for 2024 Miscellaneous Trail Improvements - Contract 2023-10 and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided as part of the meeting packet prior to the meeting. City Administrator Tim Murray reminded the Council that they would be meeting

next Wednesday at 6:00 pm. due to the election on Tuesday. Councilor Spooner asked when construction would begin on the Council Chambers; Murray informed him that they would be starting on Thursday or Friday. Councilor Doumbouya may be on vacation next month, he will let Murray know.

Adjournment

Motion by Ross, seconded by Thiele to adjourn the City Council meeting and carried unanimously. The meeting was adjourned at 7:08 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: March 12, 2024
SUBJECT: List of Claims to be Released

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$871,685.22, which includes check numbers 179824 to 179911 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. 03-12-2024 Council AP List

AP
AP Council Approval 03-12-2024



User: astadler
Printed: 3/7/2024 3:05:06 PM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	7,791.09	February Electrical Inspections
	5 Star Inspections Inc		7,791.09	
179830	ABR Sand & Gravel LLC	601-49430-000-42240	976.57	Pit Run/Sand
	ABR Sand & Gravel LLC		976.57	
179831	Airgas USA LLC	602-49480-000-42170	372.27	Gas Monitor Calibration Gas
	Airgas USA LLC		372.27	
179832	Altman Lizbeth	601-00000-000-20200	42.68	Refund Check 021971-000, 846 Valleyview Rd
	Altman Lizbeth		42.68	
179833	Amazon Capital Services	101-45500-450-42192	43.98	Audio/Visual
179833	Amazon Capital Services	101-45122-450-42410	2,222.42	Lifejackets to be Refunded by Hannah Lips Grant
179833	Amazon Capital Services	101-45500-450-43130	44.99	Kubb Yard Game Adventure Kit
179833	Amazon Capital Services	101-45500-450-42190	7.95	Book
179833	Amazon Capital Services	101-45500-450-43130	8.98	Programming Water and Plates
179833	Amazon Capital Services	101-42220-420-42210	18.96	Fuel Cap / Oil Cap for Chainsaw
179833	Amazon Capital Services	101-45500-450-42010	5.99	Zip Ties
179833	Amazon Capital Services	101-45500-450-42190	79.97	Books
179833	Amazon Capital Services	101-45500-450-43130	128.40	Potting Soil/Seed Starting Mix/Soaker Hose/Fertilizer
179833	Amazon Capital Services	101-42220-420-42110	30.60	Batteries
179833	Amazon Capital Services	101-41800-410-42020	29.98	Logitech MK270 Wireless Keyboard & Mouse Combo
179833	Amazon Capital Services	101-45122-450-42410	39.98	Parts Storage Cabinet
179833	Amazon Capital Services	101-42220-420-42410	147.73	CMI Hyper Rack NFPA
179833	Amazon Capital Services	602-49480-000-42210	188.97	Air Compressor Mufflers
	Amazon Capital Services		2,998.90	

Check Numb	Last Name	Acct 1	Amount	Description
179834	American Indian Library Association	101-45500-450-42010	22.00	Book Award Stickers
	American Indian Library Association		22.00	
179835	American Red Cross	101-45130-450-43140	342.00	Civic Certifications Babysitter Training/CPR
	American Red Cross		342.00	
179836	Ancom Technical Center	101-42500-420-44045	1,290.50	Repair 2 Civil Defense Sirens
	Ancom Technical Center		1,290.50	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	391.11	Legal Notices
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	110.00	Public Notice for Sonnek
	APG Media of Southern Minnesota LLC		501.11	
179837	Applied Concepts, Inc	101-00000-000-10113	-11,025.00	Speed Trailer - Public Safety Aid Funds
179837	Applied Concepts, Inc	101-42110-420-42410	11,025.00	Speed Trailer - Public Safety Aid Funds
179837	Applied Concepts, Inc	101-00000-000-10100	11,025.00	Speed Trailer - Public Safety Aid Funds
	Applied Concepts, Inc		11,025.00	
179838	Aspen Mills	101-42220-420-42180	50.81	Fabric/Velcro Names for Firefighter Coats
179838	Aspen Mills	101-42123-420-42180	1,028.08	Full Uniform / B Madson
179838	Aspen Mills	101-42123-420-42180	944.00	Body Armor / H VanHeuvel
179838	Aspen Mills	101-42123-420-42180	978.95	Body Armor / I Caron
	Aspen Mills		3,001.84	
179839	Aube Raymond	601-00000-000-20200	48.01	Refund Check 009869-000, 522 9 St NW
	Aube Raymond		48.01	
0	Auto Value Parts Store	101-42123-420-42210	11.99	Snap Ring
0	Auto Value Parts Store	101-42123-420-42210	8.99	Permatex #66 Clear / #4
0	Auto Value Parts Store	101-43121-430-42210	16.99	Primer - Street #317
0	Auto Value Parts Store	101-43121-430-42110	11.99	Microfiber Cloth
0	Auto Value Parts Store	602-49450-000-42110	119.00	Spool of Wire
0	Auto Value Parts Store	101-43121-430-42210	3.99	Oil Drain Plug - Street #407
0	Auto Value Parts Store	101-43121-430-42210	6.60	Cabin Air Filter - Street #613
0	Auto Value Parts Store	602-49450-000-42210	86.99	Battery For Pressure Washer
0	Auto Value Parts Store	101-45200-450-42210	87.98	Battery

Check Num	Last Name	Acct 1	Amount	Description
0	Auto Value Parts Store	101-45200-450-42210	325.98	Battery Parks #14
	Auto Value Parts Store		680.50	
179840	Baker & Taylor Entertainment	101-45500-450-42190	472.00	Books
179840	Baker & Taylor Entertainment	101-45500-450-42190	293.85	Books
179840	Baker & Taylor Entertainment	101-45500-450-42190	269.61	Books
179840	Baker & Taylor Entertainment	101-45500-450-42190	7.32	Books
179840	Baker & Taylor Entertainment	101-45500-450-42190	28.90	Books
179840	Baker & Taylor Entertainment	101-45500-450-42190	117.23	Books
179840	Baker & Taylor Entertainment	101-45500-450-42190	344.69	Books
179840	Baker & Taylor Entertainment	101-45500-450-42190	178.34	Books
	Baker & Taylor Entertainment		1,711.94	
179841	Bascovsky Jr Mark	601-00000-000-20200	100.00	Refund Check 023130-000, 911 Willow St
	Bascovsky Jr Mark		100.00	
0	BCM Construction Inc	601-49430-000-44050	8,989.90	2023-14 Pay Req 2 Final
0	BCM Construction Inc	601-49430-000-44050	1,100.00	Watermain Break Repair Willow St
0	BCM Construction Inc	601-49430-000-44050	1,400.00	Watermain Break Repair Valley View Rd
	BCM Construction Inc		11,489.90	
0	BG Minnesota Inc	601-49430-000-42210	64.08	Fuel/Air Filter/Transmission Service Kit-DFC Plus for Stock
0	BG Minnesota Inc	101-45200-450-42210	85.44	Fuel/Air Filter/Transmission Service Kit-DFC Plus for Stock
0	BG Minnesota Inc	602-49450-000-42210	64.08	Fuel/Air Filter/Transmission Service Kit-DFC Plus for Stock
0	BG Minnesota Inc	101-42123-420-42210	42.72	Fuel/Air Filter/Transmission Service Kit-DFC Plus for Stock
0	BG Minnesota Inc	101-43121-430-42210	170.87	Fuel/Air Filter/Transmission Service Kit-DFC Plus for Stock
0	BG Minnesota Inc	101-45110-450-42410	59.70	Fuel System Cleaning Adapters
	BG Minnesota Inc		486.89	
0	BHE Renewables	602-49480-000-43810	4,861.55	Solar Energy - January
	BHE Renewables		4,861.55	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	-913.02	Maggie Hunt Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	712.23	Carol Luczak-Dillerud Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	Kimberly Lang Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	Nancy Andrist Insurance
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	94.14	Maggie Hunt Insurance

Check Numb	Last Name	Acct 1	Amount	Description
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	10.00	John Harmon Insurance - Jan & Feb Shorted
0	Blue Cross Blue Shield of Minnesota	101-00000-000-21707	149,007.45	Health Insurance Premiums
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	Theresa Manz Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	Connie Springer Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	179.14	John Harmon Insurance
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	655.25	Dustin Delmonico Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	56.98	Dustin Delmonico Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	892.61	Jerry Marzahn Insurance
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	820.63	John Harmon Insurance
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	Paul Froman Insurance
	Blue Cross Blue Shield of Minnesota		156,514.26	
0	Bolton & Menk Inc	404-45200-450-45200	4,943.50	Viaduct Park Re-Platting
	Bolton & Menk Inc		4,943.50	
0	Border States Industries Inc	602-49480-000-42110	25.60	Electric Box Seal
	Border States Industries Inc		25.60	
179842	Bowman Sarah	601-00000-000-20200	31.86	Refund Check 024551-000, 1110 11 Ave NE
	Bowman Sarah		31.86	
0	Burbank Jeffrey	101-42121-420-43310	15.00	Lunch Per Diem / Patrol Supervision of Critical Incidents
	Burbank Jeffrey		15.00	
179824	c/o Teledoc Inc Healthiest You	101-00000-000-21707	940.00	Healthiest You - February 2024
	c/o Teledoc Inc Healthiest You		940.00	
179843	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Charges 2/1/24-2/29/24
	Canon Financial Services Inc		167.08	
0	Cave Creek LLC	267-46500-462-44930	190.42	PAYGO Payment Due 2/1/2024
	Cave Creek LLC		190.42	
179844	Cengage Learning Inc	101-45500-450-42190	30.23	Books
179844	Cengage Learning Inc	101-45500-450-42190	40.00	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Cengage Learning Inc		70.23	
179845	CenturyLink	101-41940-410-43210	10.72	Monthly Phone Bill - February
	CenturyLink		10.72	
179846	Chappuis Geraldine	601-00000-000-20200	10.87	Refund Check 020412-000, 1728 Green St
	Chappuis Geraldine		10.87	
179847	Chicago Distribution Center	101-45500-450-42010	31.31	Book Award Labels
	Chicago Distribution Center		31.31	
179848	Ciesluk Gregory & Rebekah	601-00000-000-20200	83.92	Refund Check 024599-000, 1630 Mitchell Dr
	Ciesluk Gregory & Rebekah		83.92	
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Services - Mops
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	38.07	Uniform Laundry
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-45200-450-44060	33.61	Laundry Services
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	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	601-49430-000-42170	36.57	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	602-49480-000-44060	56.83	Uniform Laundry
0	Cintas Corporation	101-43126-430-42170	351.42	Safety Cabinet Restock
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	24.40	Shop Towels
0	Cintas Corporation	602-49450-000-42170	36.57	Safety Cabinet Restock
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	603-49500-000-42170	5.21	Safety Cabinet Restock
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels Floor Mats
0	Cintas Corporation	101-45200-450-44060	33.61	Laundry Services

Check Numb	Last Name	Acct 1	Amount	Description
	Cintas Corporation		878.95	
0	CivicPlus	101-41110-410-43090	26.18	Closed Captioning of Council Meetings - February
	CivicPlus		26.18	
179849	Clean Choice Energy	101-45126-450-43810	244.43	303373970117 Shumway Ave
179849	Clean Choice Energy	101-43170-430-43810	72.83	3034532651500 7th St NW Signal Lights
179849	Clean Choice Energy	101-45127-450-43810	46.31	304160080705 17 St SW (Soccer Complex)
179849	Clean Choice Energy	101-43160-430-43810	7.68	3041165121000 Lyndale Ave S
179849	Clean Choice Energy	101-43160-430-43810	8.90	304116511800 Lyndale Ave SW
179849	Clean Choice Energy	101-43170-430-43810	69.57	3025252474050 Highway 60W Signal Lights
179849	Clean Choice Energy	101-43160-430-43810	4.07	3043806371690 Highway 60W Street Lighting
179849	Clean Choice Energy	101-43170-430-43810	8.61	3041315032200 30 St NW Signal Lights
179849	Clean Choice Energy	101-45200-450-43810	9.72	303510224520 3rd St NW (Central Pk Bandstand)
179849	Clean Choice Energy	101-45200-450-43810	20.37	302261595920 9th Ave SW
179849	Clean Choice Energy	101-45200-450-43810	24.93	3043066891800 Alexander Dr Concession Stand
179849	Clean Choice Energy	101-43160-430-43810	62.66	3041576321602 2nd Ave NW
179849	Clean Choice Energy	902-00000-000-23935	-4,905.49	Solar Bill - January
179849	Clean Choice Energy	101-45500-450-43810	684.63	30234228711 Division St E (Library)
179849	Clean Choice Energy	101-43160-430-43810	9.91	3041165101904 Grant St
179849	Clean Choice Energy	601-49430-000-43810	1,140.27	302969048350 Alexander Park Well #6
179849	Clean Choice Energy	101-43160-430-43810	102.59	3041576453305 Highway 60
179849	Clean Choice Energy	101-45200-450-43810	4.68	303239611330 9th Ave SW Sr High Tennis Cts
179849	Clean Choice Energy	101-45200-450-43810	303.79	3025764661815 Alexander Dr
179849	Clean Choice Energy	101-45200-450-43810	6.62	3023211021000 7th Ave SW
179849	Clean Choice Energy	602-49450-000-43810	6.96	3027721851150 Willow St Lift Station
179849	Clean Choice Energy	101-42210-420-43810	410.34	302527702122 2nd St NW (Fire Hall)
179849	Clean Choice Energy	602-49450-000-43810	57.33	3036919802219 Grant St NW Lift Station
179849	Clean Choice Energy	101-43160-430-43810	79.49	303661815495 Heritage Place
179849	Clean Choice Energy	101-43160-430-43810	151.11	302767481210 3 St NE St Light
179849	Clean Choice Energy	602-49450-000-43810	4.09	303203605319 Lind St Lift Station
179849	Clean Choice Energy	902-00000-000-23935	4,905.49	Solar Bill - January
179849	Clean Choice Energy	101-43170-430-43810	13.71	3042653021990A Lyndale Ave N Signal
179849	Clean Choice Energy	101-45200-450-43810	71.20	304017445900 Lyndale Ave N
179849	Clean Choice Energy	601-49430-000-43810	1,278.69	3039299721904 Fairgrounds Dr Well
	Clean Choice Energy		4,905.49	
179850	Community Action Center of Northfield Inc	280-46310-461-43130	1,000.00	Unsheltered Homelessness Program Hotel Vouchers

Check Numb	Last Name	Acct 1	Amount	Description
	Community Action Center of Northfield Inc		1,000.00	
179851	Community Co-op Oil Assn	101-43126-430-42110	27.00	Propane Cylinder Exchange - Shop
179851	Community Co-op Oil Assn	101-42220-420-42120	27.00	Fuel
179851	Community Co-op Oil Assn	101-42220-420-42120	105.00	Fuel
179851	Community Co-op Oil Assn	101-42220-420-42120	25.00	Fuel
	Community Co-op Oil Assn		184.00	
179852	Consolidated Communications	101-41110-410-43250	12.11	Council Chambers TV Services
179852	Consolidated Communications	601-49430-000-43250	65.57	Water Plant DSL w/Static IP
	Consolidated Communications		77.68	
179853	Core & Main LP	601-49430-000-42110	670.56	Testing Reagents and Supplies
179853	Core & Main LP	601-49430-000-42110	1,883.57	2 Inch Omni Meter Cashin Apartments
	Core & Main LP		2,554.13	
0	Culligan	101-41940-410-44160	103.10	Bottled Water Equipment Rental
0	Culligan	101-45122-450-42110	161.40	Softener Salt and Rust Remover Salt
0	Culligan	101-45200-450-42110	95.60	Softener Salt and Rust Remover Salt
0	Culligan	101-45122-450-44160	43.30	Water Equipment Rental
0	Culligan	101-42110-420-42230	356.60	Solar Salt - Bottled Water
	Culligan		760.00	
0	Dakota Supply Group	601-49430-000-42110	290.97	Hydrant Flanges
0	Dakota Supply Group	602-49450-000-42110	121.97	Ferncos
0	Dakota Supply Group	601-49430-000-42110	505.16	Watermain Repair Clamps
	Dakota Supply Group		918.10	
179854	DDA Human Resources Inc	101-41110-410-43090	22,000.00	City Administrator Search
	DDA Human Resources Inc		22,000.00	
0	DLT Solutions Inc	101-43190-430-43095	5,127.60	AutoDesk Cadd Software License Renewal
	DLT Solutions Inc		5,127.60	
179855	Dufours Cleaners	101-42110-420-43090	26.89	Alterations of Honor Guard Uniform-Gliem -Ress Donation

Check Numb	Last Name	Acct 1	Amount	Description
179855	Dufours Cleaners	101-00000-000-10108	-26.89	Alterations of Honor Guard Uniform-Gliem -Ress Donation
179855	Dufours Cleaners	101-42123-420-43090	28.70	Cleaned Several Jackets - Sweaters
179855	Dufours Cleaners	101-00000-000-10100	26.89	Alterations of Honor Guard Uniform-Gliem -Ress Donation
179855	Dufours Cleaners	101-42121-420-43090	2.95	Pressed Honor Guard Shirt
	Dufours Cleaners		58.54	
0	E O Johnson Company Inc-Dallas	101-45500-450-44160	353.54	Lanier IM C2500 Copier
0	E O Johnson Company Inc-Dallas	101-45110-450-44160	374.11	Copier Lease Payment
	E O Johnson Company Inc-Dallas		727.65	
0	Empower Retirement-HCSP	101-00000-000-21720	999.07	PR Batch 00504.02.2024 Health Care Savings Act Fire
0	Empower Retirement-HCSP	101-00000-000-21720	1,536.28	PR Batch 00504.02.2024 Health Care Savings Plan 357
	Empower Retirement-HCSP		2,535.35	
0	Entenmann-Rovin Co	101-42123-420-42180	396.00	Badges
	Entenmann-Rovin Co		396.00	
179856	Environmental Equipment & Service	101-43121-430-42210	2,143.00	Suction Hose/Curtain Set/Hopper Seal/Urethane/Mounting Hardware
179856	Environmental Equipment & Service	101-43121-430-42210	1,152.00	Suction Tube Liners/Fan Housing Seal/Large Hose #317
179856	Environmental Equipment & Service	101-43121-430-42210	908.00	Gutter Broom/Wrist Pins/ Weldments/Etc-Street #317
179856	Environmental Equipment & Service	101-43121-430-42210	986.00	Water Fill Hose/Couplers - Street #317
	Environmental Equipment & Service		5,189.00	
179857	Fame Awards	101-45130-450-42110	81.00	Volleyball Championship Plaques
	Fame Awards		81.00	
179858	Fareway Stores Inc #126	101-41110-410-42115	78.42	Cookies/Water/Pop for Meet and Greet
	Fareway Stores Inc #126		78.42	
179859	Faribault Ace Hardware	101-43170-430-42110	4.39	Fasteners for Fence
179859	Faribault Ace Hardware	602-49480-000-42110	57.37	Garden Sprayer/Pine Sol Cleaner
179859	Faribault Ace Hardware	101-42124-420-42110	22.49	Garbage Bags / Evidence
179859	Faribault Ace Hardware	101-42220-420-42110	4.77	Fasteners
179859	Faribault Ace Hardware	101-42110-420-42230	13.00	Spray Paint
179859	Faribault Ace Hardware	101-42220-420-42110	1.67	Fasteners
179859	Faribault Ace Hardware	101-45200-450-42110	135.22	Barrel Paint/Rollers

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Ace Hardware		238.91	
179860	Faribault Area Chamber of Commerce	101-41110-410-44384	8,190.75	Lodging Tax - January
	Faribault Area Chamber of Commerce		8,190.75	
0	Faribault Fleet Supply Inc	101-43121-430-42130	26.49	Bar Chain Oil
0	Faribault Fleet Supply Inc	101-43121-430-42110	26.99	Chainsaw Chain
0	Faribault Fleet Supply Inc	602-49450-000-42410	26.99	Wrench Set
0	Faribault Fleet Supply Inc	602-49450-000-42110	35.98	Rope and Tape
0	Faribault Fleet Supply Inc	101-43121-430-42230	487.05	Softener Salt
0	Faribault Fleet Supply Inc	101-43170-430-42110	74.97	Cement and Spot Remover for Fence
0	Faribault Fleet Supply Inc	101-43121-430-42110	25.96	Hooks
0	Faribault Fleet Supply Inc	101-45200-450-42130	85.99	Bar Oil/Two Stroke Oil
0	Faribault Fleet Supply Inc	601-49430-000-42410	33.98	Wrenches and Pliers
0	Faribault Fleet Supply Inc	101-43121-430-42210	9.52	Plastic Tubing #317
0	Faribault Fleet Supply Inc	601-49430-000-42110	88.46	Painting Supplies
0	Faribault Fleet Supply Inc	101-42220-420-42110	132.97	Gas Cans / Funnel
0	Faribault Fleet Supply Inc	603-49500-000-42110	18.99	Truck Coating
0	Faribault Fleet Supply Inc	101-45200-450-42110	29.98	Contractor Heavy Duty Trash Bags
0	Faribault Fleet Supply Inc	101-43126-430-42110	11.36	Vinyl Tubing/Barb Fitting Inserts
0	Faribault Fleet Supply Inc	603-49500-000-42410	16.99	Pry Bar Set
0	Faribault Fleet Supply Inc	602-49450-000-42110	15.98	Quick Coupler
0	Faribault Fleet Supply Inc	101-43121-430-42210	9.24	Hardware
0	Faribault Fleet Supply Inc	101-45200-450-42110	5.54	Nuts/Bolts
0	Faribault Fleet Supply Inc	101-45200-450-42110	4.80	Nuts/Bolts
0	Faribault Fleet Supply Inc	101-45200-450-42110	46.99	Saw Blade
0	Faribault Fleet Supply Inc	101-43121-430-42110	119.99	Bath Tissue for Cracksealing
	Faribault Fleet Supply Inc		1,335.21	
0	Geiger	101-43190-430-42180	150.00	D.Johnson Shirts
	Geiger		150.00	
179825	GIS Benefits	101-00000-000-11510	31.65	C Springer Dental - March
179825	GIS Benefits	101-00000-000-11510	111.12	C Springer Life Insurance - March
179825	GIS Benefits	101-00000-000-21715	5,984.45	Dental Insurance Prepaid - March
179825	GIS Benefits	101-00000-000-11510	8.63	C Springer Vision - March
179825	GIS Benefits	101-00000-000-21710	1,454.14	Voluntary Life Insurance - March
179825	GIS Benefits	101-00000-000-11510	31.65	T Manz Dental - March
179825	GIS Benefits	101-00000-000-11510	8.63	T Manz Vision - March

Check Numb	Last Name	Acct 1	Amount	Description
179825	GIS Benefits	101-00000-000-21711	808.80	Voluntary Short Term Disability - March
179825	GIS Benefits	101-00000-000-21717	572.46	Vision Insurance Prepaid - March
179825	GIS Benefits	101-00000-000-21716	1,053.31	Accident/Critical Illness - March
	GIS Benefits		10,064.84	
179861	Glenn's Service LLC	101-42123-420-43090	71.03	Tow Squad #14 to Malecha's
	Glenn's Service LLC		71.03	
0	Godfather's Pizza	101-45140-450-42110	137.23	Pizza - Neon Night
0	Godfather's Pizza	101-45140-450-42110	66.36	Pizza - Youth Volleyball Tournament
0	Godfather's Pizza	101-45500-450-43130	26.23	Programming
	Godfather's Pizza		229.82	
0	Gopher State One Call	601-49430-000-43090	37.80	One Call Locate Tickets for February 2024
0	Gopher State One Call	602-49450-000-43090	37.80	One Call Locate Tickets for February 2024
0	Gopher State One Call	603-49500-000-43090	37.80	One Call Locate Tickets for February 2024
	Gopher State One Call		113.40	
0	Grainger Inc	101-45122-450-42230	1,457.88	Shelving - Community Center
	Grainger Inc		1,457.88	
0	Great Northern Environmental LLC	602-49480-000-42210	1,224.90	UV Parts
	Great Northern Environmental LLC		1,224.90	
179862	Hammel Green and Abrahamson Inc	437-45122-450-45201	25,056.87	Community Center Concept Study - Professional Services
179862	Hammel Green and Abrahamson Inc	437-45122-450-45201	33,648.45	Community Center Concept Study - Professional Services
	Hammel Green and Abrahamson Inc		58,705.32	
179863	Harlequin Sales Corp/Reader Service	101-45500-450-42190	27.56	Books - Acct #328689393
	Harlequin Sales Corp/Reader Service		27.56	
0	Harry Brown's LLC	101-42123-420-44040	329.50	Car Washes
	Harry Brown's LLC		329.50	

Check Numb	Last Name	Acct 1	Amount	Description
0	Hawkins Inc	101-45125-450-42160	30.00	Chlorine Tank Demurage Fee
0	Hawkins Inc	601-49430-000-42160	4,991.04	Fluoride/Sodium Permanganate/Sodium Silicate
0	Hawkins Inc	602-49480-000-42160	1,585.95	Bleach Filament Control
0	Hawkins Inc	601-49430-000-42160	5,507.16	Sodium Permanganate/ Sodium Silicate
	Hawkins Inc		12,114.15	
179864	HD Supply Inc	602-49480-000-42170	164.52	Gas Monitor Regulator
	HD Supply Inc		164.52	
179865	Heartland Animal Hospital	101-42700-420-43090	481.75	Care of Stray
	Heartland Animal Hospital		481.75	
0	Hiawathaland Transit	101-00000-000-20400	485.00	Bus Token Sales - February
	Hiawathaland Transit		485.00	
179866	Hillyard Hutchinson	602-49450-000-42110	22.46	Soap - Paper Towels
179866	Hillyard Hutchinson	101-43121-430-42110	215.76	Soap - Paper Towels
179866	Hillyard Hutchinson	601-49430-000-42110	22.46	Soap - Paper Towels
179866	Hillyard Hutchinson	603-49500-000-42110	3.19	Soap - Paper Towels
	Hillyard Hutchinson		263.87	
179867	Huerkamp Brooke	873-00000-000-20200	65.30	Refund Check 026297-000, 17959 Roberds Lake Blvd
	Huerkamp Brooke		65.30	
179868	Hy-Vee - Accounts Receivable	603-49500-000-42110	0.36	Paper Towels - Plates
179868	Hy-Vee - Accounts Receivable	101-43121-430-42110	24.67	Paper Towels - Plates
179868	Hy-Vee - Accounts Receivable	602-49450-000-42110	2.57	Paper Towels - Plates
179868	Hy-Vee - Accounts Receivable	601-49430-000-42110	2.57	Paper Towels - Plates
	Hy-Vee - Accounts Receivable		30.17	
0	Imperial Supplies Holdings Inc	602-49480-000-42210	105.86	Heater Fan Blade
	Imperial Supplies Holdings Inc		105.86	
0	Innovative Office Solutions LLC	101-42124-420-42010	37.08	Small Notebooks
0	Innovative Office Solutions LLC	101-45500-450-42010	61.15	Book Tape

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-41410-410-42010	30.02	PNP Election Supplies-Pens/Badges
0	Innovative Office Solutions LLC	101-41410-410-42010	67.08	PNP Election Supplies-Tape Etc.
0	Innovative Office Solutions LLC	101-41110-410-42010	13.99	Table Card Tents
0	Innovative Office Solutions LLC	101-41510-410-42010	39.22	Highlighters - Batteries - Kleenex - Swiffer Duster
0	Innovative Office Solutions LLC	101-41800-410-42010	22.41	Highlighters - Batteries - Kleenex
0	Innovative Office Solutions LLC	101-41320-410-42010	22.41	Highlighters - Batteries - Kleenex
	Innovative Office Solutions LLC		293.36	
0	Insty-Prints	101-42110-420-42030	54.34	Miranda Warning Cards
	Insty-Prints		54.34	
0	Internal Revenue Service	101-00000-000-21704	0.31	PR Batch 00505.02.2024 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	1.35	PR Batch 00505.02.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	17,719.10	PR Batch 00504.02.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	42,266.17	PR Batch 00504.02.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	17,719.10	PR Batch 00504.02.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,509.76	PR Batch 00504.02.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21704	6,509.76	PR Batch 00504.02.2024 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	0.31	PR Batch 00505.02.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	1.35	PR Batch 00505.02.2024 FICA Employer
	Internal Revenue Service		90,727.21	
0	Iron Valley Equipment & Mfg	431-45200-450-45400	6,898.00	Downeaster Salt Sander Spreader
	Iron Valley Equipment & Mfg		6,898.00	
0	Jefferson Fire & Safety Inc	101-42220-420-42410	396.18	CMC Rescue Tools
0	Jefferson Fire & Safety Inc	101-42220-420-42210	-168.08	CMC Rescue Rack CREDIT
	Jefferson Fire & Safety Inc		228.10	
179869	Kanzenbach April	101-45140-450-43090	462.00	Interpreter Services
	Kanzenbach April		462.00	
0	Keys Well Drilling Company	601-49430-000-43090	36,735.00	Pulling of Well 6 for Inspection and Repairs
	Keys Well Drilling Company		36,735.00	
0	Kimley-Horn and Associates Inc	404-45200-450-45200	4,945.75	Viaduct Park Planning

Check Num	Last Name	Acct 1	Amount	Description
0	Kimley-Horn and Associates Inc	601-49430-000-45300	14,865.14	Watermain Crossing 2023-09 Thru 1/31/24
	Kimley-Horn and Associates Inc		19,810.89	
179870	LaCanne's Marine Inc	101-00000-000-10113	-125.00	Wiring Harness for ATV - Public Safety Funds
179870	LaCanne's Marine Inc	101-00000-000-10100	125.00	Wiring Harness for ATV - Public Safety Funds
179870	LaCanne's Marine Inc	101-42123-420-44040	125.00	Wiring Harness for ATV - Public Safety Funds
	LaCanne's Marine Inc		125.00	
179871	Lamperts	101-45130-450-42110	727.92	Ga Ga Pit Boards
179871	Lamperts	101-45200-450-42110	181.98	2x10 Lumber
	Lamperts		909.90	
179872	League of Minnesota Cities	101-41320-410-43140	20.00	Safety and Loss Control Workshop-H. Slechta
	League of Minnesota Cities		20.00	
179873	League of Minnesota Cities Ins Trust	705-41950-000-44450	11,993.75	LMC Claim CA320270
179873	League of Minnesota Cities Ins Trust	705-41950-000-44450	700.00	LMC Claim GL328881 Tree Branch Fell on Vehicle
	League of Minnesota Cities Ins Trust		12,693.75	
179874	Loffler Companies Inc	101-41510-410-44045	23.86	Finance Print Fee
179874	Loffler Companies Inc	902-00000-000-23935	-110.96	Loffler Print Subscription
179874	Loffler Companies Inc	101-45110-450-44045	0.88	Community Center Back Desk/Paul Print Fee
179874	Loffler Companies Inc	101-43121-430-44045	0.42	Sign Shop Print Fee
179874	Loffler Companies Inc	101-42124-420-44045	18.68	Police Records & Evidence Print Fee
179874	Loffler Companies Inc	902-00000-000-23935	110.96	Loffler Print Subscription
179874	Loffler Companies Inc	101-42110-420-44045	3.12	Police Investigations Print Fee
179874	Loffler Companies Inc	602-49480-000-44045	6.96	Waste Water Print Fee
179874	Loffler Companies Inc	101-41320-410-44045	1.39	Administration Print Fee
179874	Loffler Companies Inc	101-45200-450-44045	0.05	Parks Print Fee
179874	Loffler Companies Inc	101-43126-430-44045	0.71	Public Works Maintenance Shop Print Fee
179874	Loffler Companies Inc	101-41800-410-44045	5.86	HR Print Fee
179874	Loffler Companies Inc	602-49450-000-44045	0.22	Utilities Desk in Back Print Fee
179874	Loffler Companies Inc	101-42123-420-44045	41.75	Police Patrol Print Fee
179874	Loffler Companies Inc	101-45500-450-44045	0.46	Library Print Fee
179874	Loffler Companies Inc	101-43110-430-44045	0.01	Public Works Department Print Fee
179874	Loffler Companies Inc	601-49430-000-44045	1.62	Public Works Water Plant
179874	Loffler Companies Inc	101-42110-420-44045	4.97	Police Administration Print Fee
179874	Loffler Companies Inc	101-41940-410-44160	55.66	Copier Charges Split Between CED and Planning

Check Numb	Last Name	Acct 1	Amount	Description
179874	Loffler Companies Inc	240-46210-460-44160	55.66	Copier Charges Split Between CED and Planning
179874	Loffler Companies Inc	101-41940-410-44160	150.78	Copier Fees
179874	Loffler Companies Inc	101-42210-420-44160	28.35	Copier Charges 02/01/2024 to 02/29/2024
179874	Loffler Companies Inc	101-42400-420-43090	36.70	Copier Charges 2/1/24-2/29/24
	Loffler Companies Inc		438.11	
179875	Lube-Tech & Partners LLC	101-43121-430-42130	-0.01	Empty Drum Delivery
179875	Lube-Tech & Partners LLC	101-43121-430-42130	0.01	Empty Drum Delivery
179875	Lube-Tech & Partners LLC	101-45200-450-42130	169.05	Bulk Oil for Stock
179875	Lube-Tech & Partners LLC	101-43121-430-42130	338.11	Bulk Oil for Stock
179875	Lube-Tech & Partners LLC	602-49450-000-42130	126.79	Bulk Oil for Stock
179875	Lube-Tech & Partners LLC	101-42123-420-42130	84.53	Bulk Oil for Stock
179875	Lube-Tech & Partners LLC	601-49430-000-42130	126.79	Bulk Oil for Stock
	Lube-Tech & Partners LLC		845.27	
179876	Lynch Mike	101-45130-450-43131	350.00	Starwatch Program Instruction
	Lynch Mike		350.00	
0	MacQueen Equipment LLC	101-43121-430-42210	119.86	Swivel Grease Fittings - Street #115
0	MacQueen Equipment LLC	101-42220-420-42210	527.08	MSA PSI / Flowtest Adapter
	MacQueen Equipment LLC		646.94	
179827	Madison National Life Insurance Co Inc	101-00000-000-21711	1,855.18	LTD - March
179826	Madison National Life Insurance Co Inc	101-00000-000-21710	3,400.12	Life Insurance - March
179826	Madison National Life Insurance Co Inc	101-42220-420-41330	44.70	Part-Time Firefighters Life Insurance
	Madison National Life Insurance Co Inc		5,300.00	
179877	Magtech Ammunition Company Inc	101-00000-000-10100	3,800.00	Ammo / 9MM Luger - 5.56X62 - Public Safety Aid Funds
179877	Magtech Ammunition Company Inc	101-42123-420-42070	3,800.00	Ammo / 9MM Luger - 5.56X62 - Public Safety Aid Funds
179877	Magtech Ammunition Company Inc	101-00000-000-10113	-3,800.00	Ammo / 9MM Luger - 5.56X62 - Public Safety Aid Funds
179877	Magtech Ammunition Company Inc	101-42123-420-42070	6,004.00	Ammo / 9MM Luger - 5.56X62
179877	Magtech Ammunition Company Inc	101-42123-420-42070	-971.57	Excise Credit
	Magtech Ammunition Company Inc		8,832.43	
179878	Maple View Properties 1 LLC	601-00000-000-20200	31.29	Refund Check 024649-001, 1410 Greenwood Pl

Check Numb	Last Name	Acct 1	Amount	Description
	Maple View Properties 1 LLC		31.29	
0	Matejcek Implement Company	101-45200-450-42210	68.20	Hydraulic Line Tip
	Matejcek Implement Company		68.20	
0	Met-Con Construction Inc	437-41940-410-45200	71,451.40	City Hall Restrooms Renovations - Payment #3
	Met-Con Construction Inc		71,451.40	
179879	Metro Air Inc	101-00000-000-20820	1.00	Refund Electrical Permit #2024-00216 Surcharge
179879	Metro Air Inc	101-00000-420-32220	1.00	Refund Electrical Permit #2024-00216
	Metro Air Inc		2.00	
0	Metronet Holdings LLC	902-00000-000-23935	8,330.89	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	623.20	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	128.98	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	251.02	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	450.55	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	879.33	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	641.58	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	29.33	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	140.74	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	59.78	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	115.04	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	553.83	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	160.66	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	-8,330.89	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	410.38	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	287.87	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	157.19	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	342.12	Hosted Phone System-Robinwood
0	Metronet Holdings LLC	101-41800-410-43250	69.20	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	19.93	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	213.61	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	294.87	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	85.60	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	59.78	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	227.50	Hosted Phone System
0	Metronet Holdings LLC	101-45500-450-43250	601.13	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	49.26	Hosted Phone System

Check Numb	Last Name	Acct 1	Amount	Description
0	Metronet Holdings LLC	602-49480-000-43250	381.71	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	811.22	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	205.76	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	39.86	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	39.86	Hosted Phone System
	Metronet Holdings LLC		8,330.89	
179880	Mid States Organized Crime Information Center	101-42110-420-44330	200.00	Membership 2024
	Mid States Organized Crime Information Center		200.00	
0	Midwest Tape LLC	101-45500-450-42192	44.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	114.79	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	553.12	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	38.23	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	84.98	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	33.58	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	106.98	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	324.93	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	24.74	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	220.60	Audio/Visual
0	Midwest Tape LLC	101-45500-450-43096	563.91	Hoopla Streaming
	Midwest Tape LLC		2,110.85	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00504.02.2024 Child Support
	Minnesota Child Support Payment Center		711.11	
179881	Minnesota Department of Health	601-00000-000-20800	17,989.00	Water Service Connection Fee
	Minnesota Department of Health		17,989.00	
179882	Minnesota Department of Natural Resources	478-43121-430-45305	140.00	2024-05 Natural Heritage Review
	Minnesota Department of Natural Resources		140.00	
0	Minnesota Department of Revenue	101-00000-000-21702	18,074.72	PR Batch 00504.02.2024 State Income Tax
	Minnesota Department of Revenue		18,074.72	
179828	Minnesota Teamsters Local 320	101-00000-000-21708	15.00	Union Dues - February

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Teamsters Local 320		15.00	
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
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	484.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		2,388.00	
179829	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00504.02.2024 Mission Square
	Mission Square 303492		50.00	
0	MK Sports Inc	101-45122-450-42110	180.00	Community Center Membership Shirts
	MK Sports Inc		180.00	
179883	MN BCA Criminal Justice Training & Education Unit	101-42121-420-43140	300.00	Death and Missing Persons Training / M Long
179883	MN BCA Criminal Justice Training & Education Unit	101-42121-420-43140	300.00	Death and Missing Persons Conference / K Willers
	MN BCA Criminal Justice Training & Education Unit		600.00	
0	Motor Parts & Equipment Corp	101-45200-450-42210	-3.35	Rocker Switch Warranty
0	Motor Parts & Equipment Corp	101-42123-420-42210	-1.68	Rocker Switch Warranty
0	Motor Parts & Equipment Corp	101-43121-430-42210	-6.70	Rocker Switch Warranty
0	Motor Parts & Equipment Corp	601-49430-000-42210	-2.51	Rocker Switch Warranty
0	Motor Parts & Equipment Corp	602-49450-000-42210	-2.51	Rocker Switch Warranty
0	Motor Parts & Equipment Corp	101-43121-430-42210	16.18	Cable Tie - Streets
0	Motor Parts & Equipment Corp	101-43121-430-42210	-16.18	Cable Tie Credit - Streets
0	Motor Parts & Equipment Corp	101-42123-420-42210	19.98	Cable Ties / Stock
0	Motor Parts & Equipment Corp	602-49480-000-42410	90.00	Screwdriver Set
0	Motor Parts & Equipment Corp	101-42700-420-42210	19.99	Review of New Speed Trailer / #38
0	Motor Parts & Equipment Corp	101-42123-420-42210	9.34	Panel Filter / #2
0	Motor Parts & Equipment Corp	101-43121-430-42110	32.58	Microfiber Cloth
0	Motor Parts & Equipment Corp	602-49450-000-42210	24.95	Fuse Holder
0	Motor Parts & Equipment Corp	101-43121-430-42110	217.79	Electrical Reel
0	Motor Parts & Equipment Corp	101-43121-430-42210	56.98	U-Joint Kits - Street #317
0	Motor Parts & Equipment Corp	602-49450-000-42210	45.68	Filter Unit 7
0	Motor Parts & Equipment Corp	101-43121-430-42210	26.99	Actuators - Street #407

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-45200-450-42130	46.40	10W30 Motor Oil
0	Motor Parts & Equipment Corp	101-43121-430-42210	69.98	Actuators - Street #407
0	Motor Parts & Equipment Corp	101-42220-420-42210	10.79	Lamp Kit #2155
0	Motor Parts & Equipment Corp	101-43121-430-42210	4.94	Drain Plug - Street #613
0	Motor Parts & Equipment Corp	101-43121-430-42210	-26.99	Actuator Credit - Street #407
0	Motor Parts & Equipment Corp	602-49450-000-42210	115.34	Hose and Fittings Unit 7
0	Motor Parts & Equipment Corp	101-43126-430-42110	14.07	Thread Tape - Shop
0	Motor Parts & Equipment Corp	101-45200-450-42210	6.92	Oil Filter Park #66
	Motor Parts & Equipment Corp		768.98	
179884	Motorola Solutions Inc	101-42220-420-42410	4,311.00	Radios - Public Safety Aid
179884	Motorola Solutions Inc	101-00000-000-10100	4,311.00	Radios - Public Safety Aid
179884	Motorola Solutions Inc	101-00000-000-10113	-4,311.00	Radios - Public Safety Aid
	Motorola Solutions Inc		4,311.00	
0	NCL of Wisconsin Inc	602-49480-000-42160	371.85	Lab Supplies
	NCL of Wisconsin Inc		371.85	
179885	Office Depot Inc	101-45500-450-42010	179.96	Copier Paper
	Office Depot Inc		179.96	
179886	Office of MNIT Services	101-42110-420-43090	415.09	Voice Services
179886	Office of MNIT Services	101-42110-420-43090	222.60	Voice Services
	Office of MNIT Services		637.69	
0	Orchard Trust Company	101-00000-000-21706	11,751.00	PR Batch 00504.02.2024 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,307.00	PR Batch 00504.02.2024 Roth Deferred Compensation
	Orchard Trust Company		14,058.00	
0	Paape Companies Inc	101-42110-420-44010	110.00	Repaired Air Handling Unit - Restarted/Changed Program
	Paape Companies Inc		110.00	
0	Pantheon Computer Systems Inc	101-41580-410-43090	10,500.00	March IT Services
	Pantheon Computer Systems Inc		10,500.00	

Check Numb	Last Name	Acct 1	Amount	Description
179887	Paradise Center for the Arts	210-46100-410-44383	3,000.00	Charitable Gambling Donation Arts Celebration Central Pk
	Paradise Center for the Arts		3,000.00	
179888	Piller Properties LLC	602-49450-000-44450	1,633.32	Sewer Backup - 956 2nd Street SW
	Piller Properties LLC		1,633.32	
179889	Pioneer Press	101-45500-450-42191	718.00	Pioneer Press Sunday Only Paper-Library Acct #10118860
	Pioneer Press		718.00	
0	Public Employees Retirement Association	101-00000-000-21705	21,374.90	PR Batch 00504.02.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	1.63	PR Batch 00505.02.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	19,092.57	PR Batch 00504.02.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	28,638.89	PR Batch 00504.02.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00504.02.2024 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	301.23	PR Batch 00504.02.2024 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	18,432.84	PR Batch 00504.02.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	1.41	PR Batch 00505.02.2024 PERA Coordinated
	Public Employees Retirement Association		88,144.70	
0	PVS Technologies Inc	602-49480-000-42160	10,668.83	Ferric Phos Removal
	PVS Technologies Inc		10,668.83	
0	R C Bliss Inc	101-42123-420-42210	115.92	Nut - Nut Expansion - Screw
	R C Bliss Inc		115.92	
179890	Rathsack Stephanie	101-00000-410-34103	396.00	Refund Rezoning Application
	Rathsack Stephanie		396.00	
179891	Remme Jackie	101-42110-420-43090	16.00	Sewed Patches on Shirts / E Sammon
	Remme Jackie		16.00	
179892	Rice County	101-41410-410-43095	5,352.00	Modus Election Software 9/1/23 to 8/30/24
	Rice County		5,352.00	

Check Numb	Last Name	Acct 1	Amount	Description
179893	Rice County Environmental Services - Solid Waste	602-49480-000-43840	55.00	UV Bulb Recycle
	Rice County Environmental Services - Solid Waste		55.00	
179894	Rice County Highway Department	475-43121-430-45300	2,991.10	I-35/CSAH 9 Interchange Analysis
	Rice County Highway Department		2,991.10	
0	Rice County Recorder	101-41910-410-43520	46.00	A765458 Ordinance Vacation 2nd St & Heritage
0	Rice County Recorder	101-41910-410-43520	46.00	T63044 Ordinance Vacation 2nd St
0	Rice County Recorder	101-41910-410-43520	146.00	T63043 Ordinance River Ridge Repeal
0	Rice County Recorder	101-41910-410-43520	46.00	T53042 Viscomi
0	Rice County Recorder	101-41910-410-43520	46.00	A765457 Ordinance River Ridge Repeal
0	Rice County Recorder	101-41910-410-43520	92.00	A765863 & T63973 Ordinance Vacation 2nd St HP
	Rice County Recorder		422.00	
0	Ronco Engineering Sales	602-49450-000-42210	1,110.00	Leader Hose Vector
	Ronco Engineering Sales		1,110.00	
179895	Safety-Kleen Systems Inc	101-43121-430-42210	103.15	Parts Washer Service
	Safety-Kleen Systems Inc		103.15	
0	Sanity Solutions Inc	101-41580-410-43095	639.80	Sanity Backup Subscription
	Sanity Solutions Inc		639.80	
0	Schirmer Walter D	101-45200-450-43090	730.00	Snow Removal-February
0	Schirmer Walter D	101-45126-450-43090	150.00	Snow Removal
	Schirmer Walter D		880.00	
0	SHI International Corp	101-41580-410-43095	-12.20	Microsoft Visio Subscription
0	SHI International Corp	101-41510-410-43095	53.46	Microsoft 365 Business
0	SHI International Corp	101-43190-430-43095	195.12	Office 365
0	SHI International Corp	101-45500-450-42420	6,751.00	Computers/Monitors-Library
0	SHI International Corp	101-45500-450-42420	1,350.00	HP Notebook-Library
0	SHI International Corp	101-41580-410-43095	1,059.00	Veeam Backup Subscription
0	SHI International Corp	101-41580-410-42020	142.00	Wifi AP

Check Numb	Last Name	Acct 1	Amount	Description
	SHI International Corp		9,538.38	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
0	Sirchie Acquisition Company LLC	101-42124-420-42110	296.99	Faraday Bags
	Sirchie Acquisition Company LLC		296.99	
179896	Smith John & Mellanie	601-00000-000-20200	40.61	Refund Check 011469-000, 1309 Goldenray Cir
	Smith John & Mellanie		40.61	
0	Springbrook Holding Company LLC	602-49450-000-44325	1,696.00	Civic Pay Transaction Fees - February
0	Springbrook Holding Company LLC	601-49430-000-44325	1,696.00	Civic Pay Transaction Fees - February
	Springbrook Holding Company LLC		3,392.00	
179897	Stam Charles	601-00000-000-20200	44.24	Refund Check 006104-000, 1028 8 Ave SW
	Stam Charles		44.24	
179898	Star Sports & Apparel LLC	101-42220-420-42180	10.00	Faribault Fire Logo on Vargo Jacket
	Star Sports & Apparel LLC		10.00	
0	Stoufers Auto Sales Inc	101-00000-000-10100	9,000.00	TRT Trailer-Public Safety Aid
0	Stoufers Auto Sales Inc	101-00000-000-10113	-9,000.00	TRT Trailer-Public Safety Aid
0	Stoufers Auto Sales Inc	431-42220-420-45400	16,900.00	TRT Trailer-Public Safety Aid (\$9000)
	Stoufers Auto Sales Inc		16,900.00	
179899	Streicher's Inc.	101-42121-420-42180	-109.98	CREDIT: Mag Holder
179899	Streicher's Inc.	101-42121-420-42180	109.98	Mag Holder
179899	Streicher's Inc.	101-00000-000-10100	276.00	Tactical Assault Carrier -Bara Donation
179899	Streicher's Inc.	101-42123-420-42180	276.00	Tactical Assault Carrier -Bara Donation
179899	Streicher's Inc.	101-00000-000-10108	-276.00	Tactical Assault Carrier -Bara Donation
	Streicher's Inc.		276.00	
0	Texon II Inc	101-45122-450-42110	716.50	Gym Wipes

Check Numb	Last Name	Acct 1	Amount	Description
	Texon II Inc		716.50	
179900	The UPS Store	101-42220-420-43250	25.83	Shipping
	The UPS Store		25.83	
0	Tifco Industries Inc	101-43121-430-42210	182.56	Battery Cable - Street #223
0	Tifco Industries Inc	101-43126-430-42110	487.63	Cut Off Wheels/Air Fittings/Shrink Wrap/Grinding Discs
	Tifco Industries Inc		670.19	
179901	T-Mobile	101-45500-450-43096	182.75	Hot Spots - Acct#971611668
	T-Mobile		182.75	
179902	TRI Air Testing Inc	101-42220-420-43090	227.00	Moisture Air Test
	TRI Air Testing Inc		227.00	
179903	Triangle Automotive Machine Inc	101-42220-420-44040	395.00	Oven Bake Clean/Test #2110
	Triangle Automotive Machine Inc		395.00	
179904	Truck Center Companies East LLC	101-42220-420-42210	8.26	Radiator Cap #2110
179904	Truck Center Companies East LLC	101-42220-420-42210	141.13	Gasket AFM Device #2110
	Truck Center Companies East LLC		149.39	
179905	Twin City Container, Inc	101-45200-450-42110	2,225.50	Trash Barrels
	Twin City Container, Inc		2,225.50	
0	Ultimate Safety Concepts Inc	101-42220-420-42110	466.00	Standard Compliant Batteries
	Ultimate Safety Concepts Inc		466.00	
179906	University of Minnesota	101-45200-450-43140	200.00	MN Tree Inspector Certification Class
	University of Minnesota		200.00	
0	Utility Consultants Inc	601-49430-000-43090	267.75	Total Coliform Testing
0	Utility Consultants Inc	602-49480-000-43090	816.10	Lab Testing

Check Numb	Last Name	Acct 1	Amount	Description
	Utility Consultants Inc		1,083.85	
179907	VAG USA LLC	602-49480-000-42210	1,374.34	Check Ball RAS Pump
	VAG USA LLC		1,374.34	
179908	Verizon Wireless	101-42123-420-43210	1,013.79	Cell Phone Service - Patrol
179908	Verizon Wireless	101-42700-420-43210	118.25	Cell Phone Service - Special Services
179908	Verizon Wireless	902-00000-000-23935	3,808.80	Monthly Phone Bill-February
179908	Verizon Wireless	902-00000-000-23935	-3,808.80	Monthly Phone Bill-February
179908	Verizon Wireless	101-45200-450-43210	14.24	Cell Phone Service - Parks
179908	Verizon Wireless	101-45500-450-43210	41.24	Cell Phone Service - Library
179908	Verizon Wireless	601-49430-000-43210	421.37	Cell Phone Service - Water Distribution
179908	Verizon Wireless	101-42220-420-43210	232.23	Cell Phone Service - Fire Suppression
179908	Verizon Wireless	602-49450-000-43210	316.09	Cell Phone Service - Sewer Collection
179908	Verizon Wireless	101-43110-430-43210	117.42	Cell Phone Service - PW Admin
179908	Verizon Wireless	101-41940-410-43210	82.48	Cell Phone Service - Building Maintenance
179908	Verizon Wireless	101-41350-410-43210	41.24	Cell Phone Service - Communications
179908	Verizon Wireless	101-43190-430-43210	41.24	Cell Phone Service - Engineering
179908	Verizon Wireless	101-42210-420-43210	77.41	Cell Phone Service - Fire Administration
179908	Verizon Wireless	101-43121-430-43210	77.41	Cell Phone Service - Streets
179908	Verizon Wireless	101-42110-420-43210	164.96	Cell Phone Service - Police Administration
179908	Verizon Wireless	101-42400-420-43210	317.37	Cell Phone Service - Building Codes
179908	Verizon Wireless	101-45110-450-43210	122.49	Cell Phone Service - Parks & Rec
179908	Verizon Wireless	603-49500-000-43210	136.82	Cell Phone Service - Storm Water Utility
179908	Verizon Wireless	101-41510-410-43210	82.48	Cell Phone Service - Finance
179908	Verizon Wireless	101-42121-420-43210	247.44	Cell Phone Service - Investigations
179908	Verizon Wireless	101-41580-410-43210	142.83	Cell Phone Service - IT
179908	Verizon Wireless	101-41350-410-43210	40.01	Jetpack Brad
179908	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
179908	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
179908	Verizon Wireless	101-43121-430-43210	35.01	Data Sign Shop
179908	Verizon Wireless	902-00000-000-23935	1,473.83	Data Charges 01/29/2024-02/28/2024
179908	Verizon Wireless	603-49500-000-43210	105.03	Data Air Cards- Storm
179908	Verizon Wireless	601-49430-000-43210	190.10	Data Air Cards- Water
179908	Verizon Wireless	101-42110-420-43210	-24.83	Data/Admin Ipad
179908	Verizon Wireless	101-43190-430-43210	40.01	Data Engineering Survey Device
179908	Verizon Wireless	602-49480-000-43210	68.16	WWTP Phones
179908	Verizon Wireless	101-42123-420-43210	785.28	Data Air Cards - MDC
179908	Verizon Wireless	101-42400-420-43210	40.01	Data Building Codes
179908	Verizon Wireless	101-42121-420-43210	40.01	Drone Jetpack
179908	Verizon Wireless	902-00000-000-23935	-1,473.83	Data Charges 1/29/2024-02/28/2024

Check Numb	Last Name	Acct 1	Amount	Description
	Verizon Wireless		5,282.63	
0	Vessco Inc	601-49430-000-42110	35.00	Pump Injector and Sensor
	Vessco Inc		35.00	
179909	Vintage Auto & Gas LLC	601-00000-000-20200	40.29	Refund Check 026178-000, 728 Central Ave
	Vintage Auto & Gas LLC		40.29	
179910	Wal-Mart	101-45500-450-43130	61.50	Sewing Supplies for Makerspace
179910	Wal-Mart	101-42210-420-42110	30.06	Pillow / Towels for New Firefighter
	Wal-Mart		91.56	
0	Water Conservation Service Inc	601-49430-000-43090	1,101.77	Leak Detection 420 3rd St NE/848 3rd St SW
	Water Conservation Service Inc		1,101.77	
179911	Xcel Energy	101-00000-000-11500	-23,164.88	51-4930975-3 -Street Lighting - Elec Interim Refund
179911	Xcel Energy	101-43160-430-43810	20,581.33	51-4930975-3 - Street Lighting
179911	Xcel Energy	101-00000-000-11500	-48.86	51-0297296-3 - 1990A Lyndale Ave N - Refund 11/21-12/23
179911	Xcel Energy	101-43160-430-43810	49.77	51-0297296-3 - 1990A Lyndale Ave N
179911	Xcel Energy	101-00000-000-11500	-125.68	51-8498418-5 - 1800 Alexander Dr - Refund 11/21-12/23
179911	Xcel Energy	101-45200-450-43810	167.20	51-8498418-5 - 1800 Alexander Dr
179911	Xcel Energy	101-43160-430-43810	20,399.11	51-4930975-3 Street Lighting
	Xcel Energy		17,857.99	
			871,685.22	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: March 12, 2024
SUBJECT: Resolution 2024-053 Accept Donation Made to the Police Department

Background:

On February 6, 2024 the Police Department received a generous donation from Nancy Edquist in memory of her husband, Eric Edquist. Mrs. Edquist, unfortunately, lost Eric. In his memory, she wanted to say thank you to the officers by donating \$1,500.00 to their health and wellness fund.

Recommendation:

Approve Resolution 2024-053, accepting the donation of \$1,500.00 to be applied towards officer wellness.

Attachments:

1. Resolution 2024-053 Accept Donation Made to the Police Department

CITY OF FARIBAULT

RESOLUTION #2024- 053

ACCEPT DONATION MADE TO THE POLICE DEPARTMENT

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

WHEREAS, Nancy Edquist would like to thank the Police Department for its service by making a \$1,500.00 donation to the department in honor of her husband, Eric Edquist.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Police Department to accept a donation of \$1,500.00 from Nancy Edquist to be used for Officer Wellness.

Date Adopted: March 12, 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: March 12, 2024
SUBJECT: Approve LG230 Application to Conduct Off-Site Bingo for Divine Mercy Catholic Church

Background:

Divine Mercy Catholic Church has submitted an LG230 Application to Conduct Off-Site Gambling to conduct Bingo on May 25, 2024 at 139 Mercy Drive. If approved, staff will send the application to the Minnesota Gambling Control Board for review and approval.

Recommendation:

Approve LG230 Application

Attachments:

1. LG230 - Off-Site Approval - Divine Mercy Catholic Church

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Divine Mercy Catholic Church License Number: [REDACTED]

Address: 139 Mercy Drive City: Faribault, MN Zip: 55021

Chief Executive Officer (CEO) Name: Cory Rohlfing Daytime Phone: 507-838-9095

Gambling Manager Name: Phillip Parrish Daytime Phone: 507-838-6514

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 05 / 25 / 24 to 05 / 25 / 24

Check the type of games that will be conducted:

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

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Divine Mercy Catholic Church

Street address and
City (or township): 139 Mercy Drive Zip: 55021 County: Rice

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☒ **Yes** If yes, a lease is not required.

☐ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

6/15 Page 2 of 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>City of Faribault</u> Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____
Title: _____ Date Signed: _____ Local unit of government must sign.	Title: _____ Date Signed: _____ TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Eric Cory Rohlf 2/26/2024
 Signature of CEO (must be CEO's signature; designee may not sign) Date

Mail or fax to:

Minnesota Gambling Control Board
 Suite 300 South
 1711 West County Road B
 Roseville, MN 55113
 Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: March 12, 2024
SUBJECT: Resolution 2024-056 Approve Limited Use Permit #6612-0044 with the Minnesota Department of Transportation for Northern Link Trail

Background:

Included in the City's Capital Improvement Plan is the construction of a multi-use trail to cross the Canadian Pacific Railroad on the south side of TH 3 (20th Street NW) to provide a safer crossing into North Alexander Park. A portion of the proposed new trail segment is within the existing TH 3 right-of-way which MnDOT controls. MnDOT allows the installation of pedestrian facilities such as trails within their right-of-way but requires a Limited Use Permit (LUP) for the construction, operation and maintenance of such facilities. Attached is a LUP for the proposed Northern Link Trail. This is a fairly standard agreement and similar to other LUP's the City has with MnDOT for similar existing facilities in town and replaces two existing LUP's for a portion of the same trail and combines them all into one LUP.

Recommendation:

Approve Resolution 2024-056 Approve Limited Use Permit 6612-0044 with Minnesota Department of Transportation for Northern Link Trail

Attachments:

1. Resolution 2024-056 Approve Limited Use Permit #6612-0044 with the Minnesota Department of Transportation for Northern Link Trail
2. LUP 6612-0044

CITY OF FARIBAULT

RESOLUTION #2024-056

APPROVE LIMITED USE PERMIT #6612-0044 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR NORTHERN LINK TRAIL

It IS RESOLVED, that the City of Faribault enter into Limited Use Permit #6612-0044 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Faribault upon, along and adjacent to Trunk Highway No. 3 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED, by the City of Faribault that the Mayor and City Administrator are authorized to execute the Limited Use Permit.

Date Adopted: March 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CERTIFICATION

I certify that the above resolution is an accurate copy of the Resolution adopted by the City Council of the City of Faribault, Minnesota at an authorized meeting held on the 12th day of March 2024, as shown by the minutes of the meeting in my possession.

(Signature)

(Type or Print Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public _____

My Commission Expires _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 6612 (T.H. 3)
County of Rice
LUP # 6612-0044
Permittee: City of Faribault
Expiration Date: 05/01/2034

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Faribault, ("Permittee"), to use the area within the right of way of Trunk Highway No. 3 as shown in orange on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued permits affecting the Area, specifically: The first permit, #6612-0018, was issued on 11/3/2010 on CS 6612 (TH 3). The second permit, #6612-0022, was issued on 8/27/2018 on CS 6612 (TH 3). Upon issuance of this permit each of these earlier issued permits are cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 05/01/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and

perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor
Faribault City Hall
208 1st Ave NW
Faribault, MN 55021

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

CITY OF FARIBAULT

By _____

Its _____

And _____

Its _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

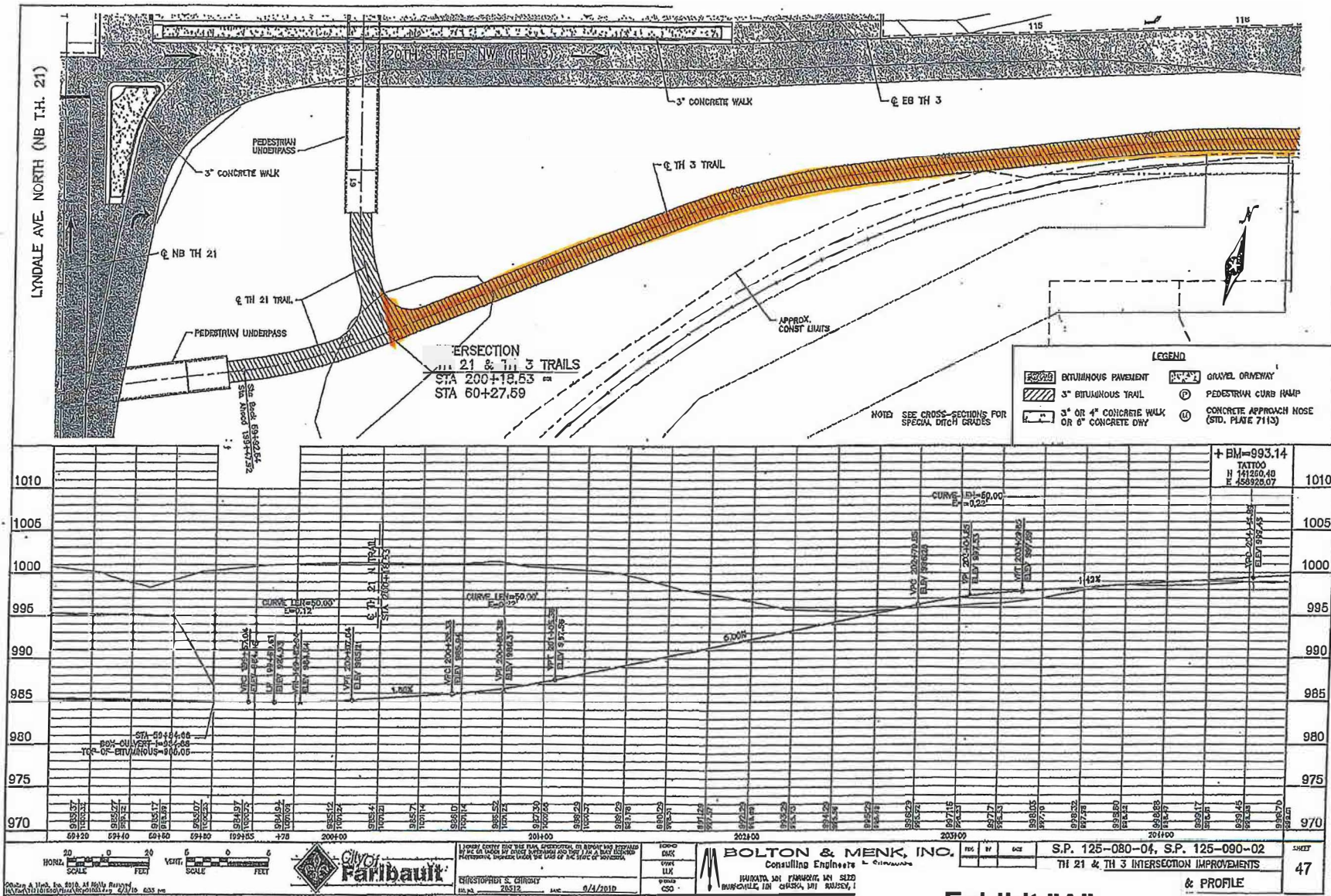


Exhibit "A"
1 of 5

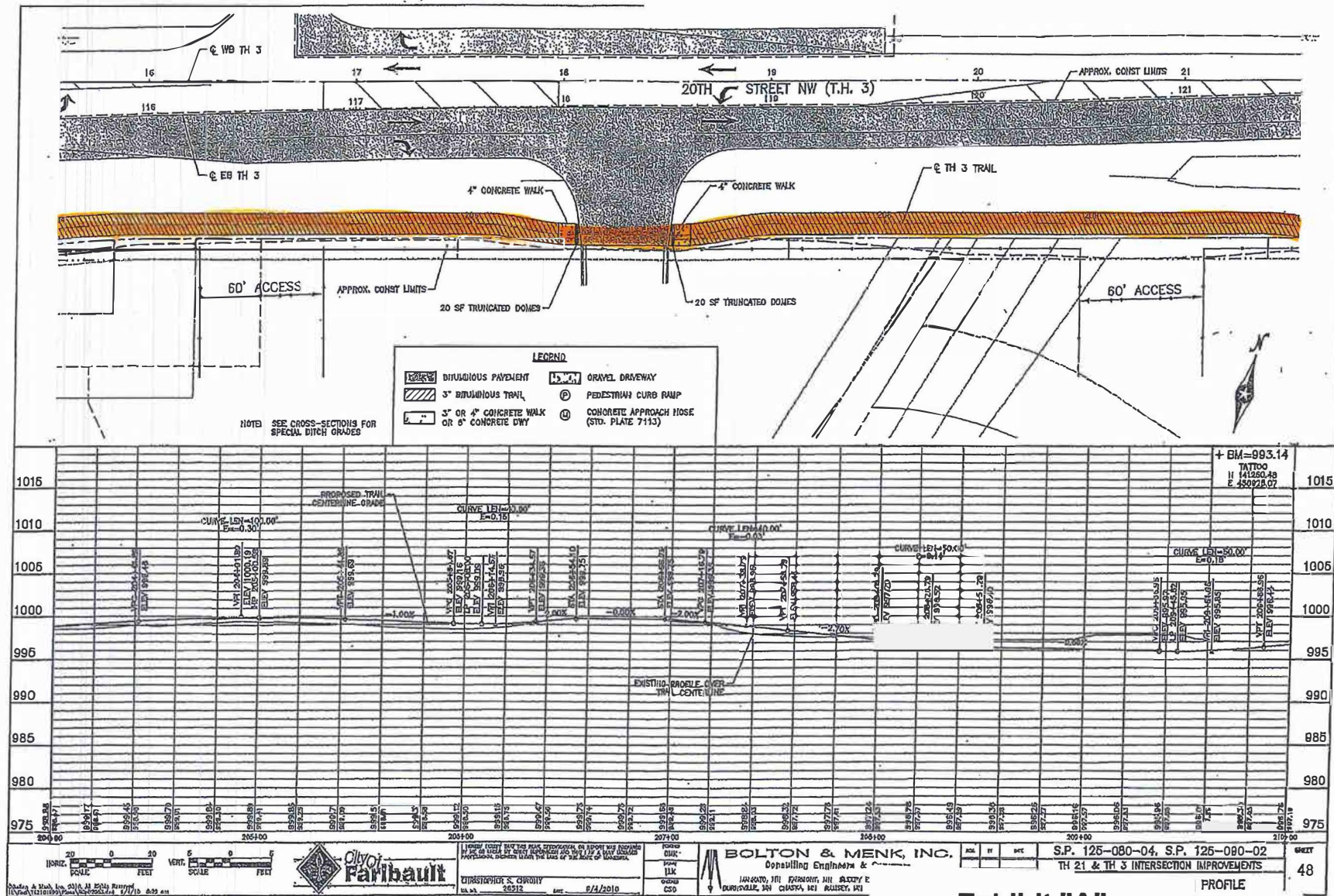
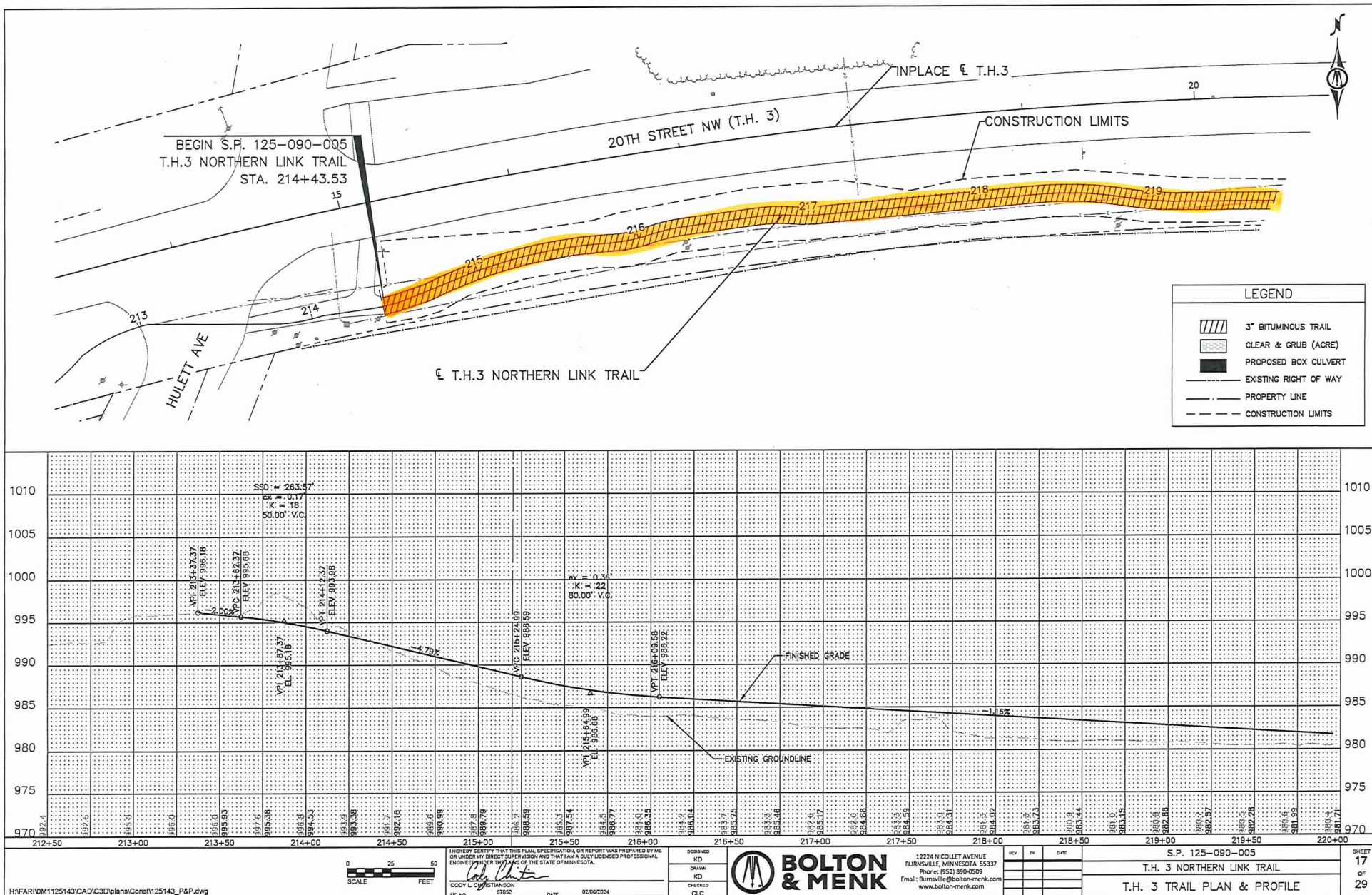
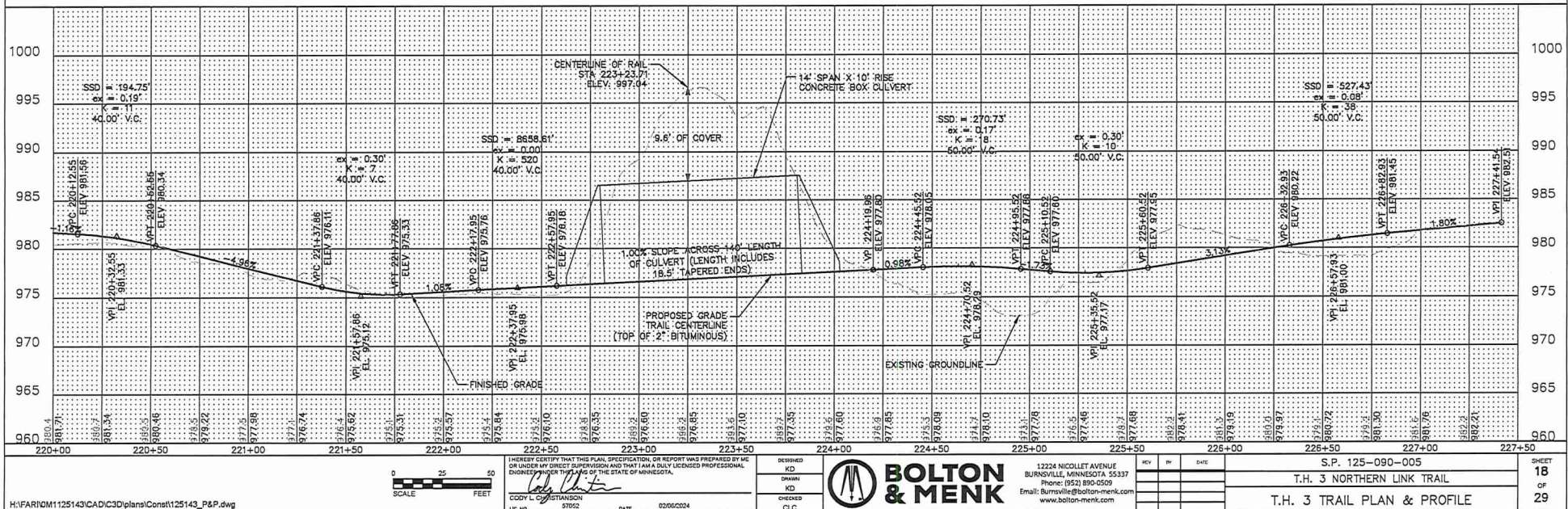
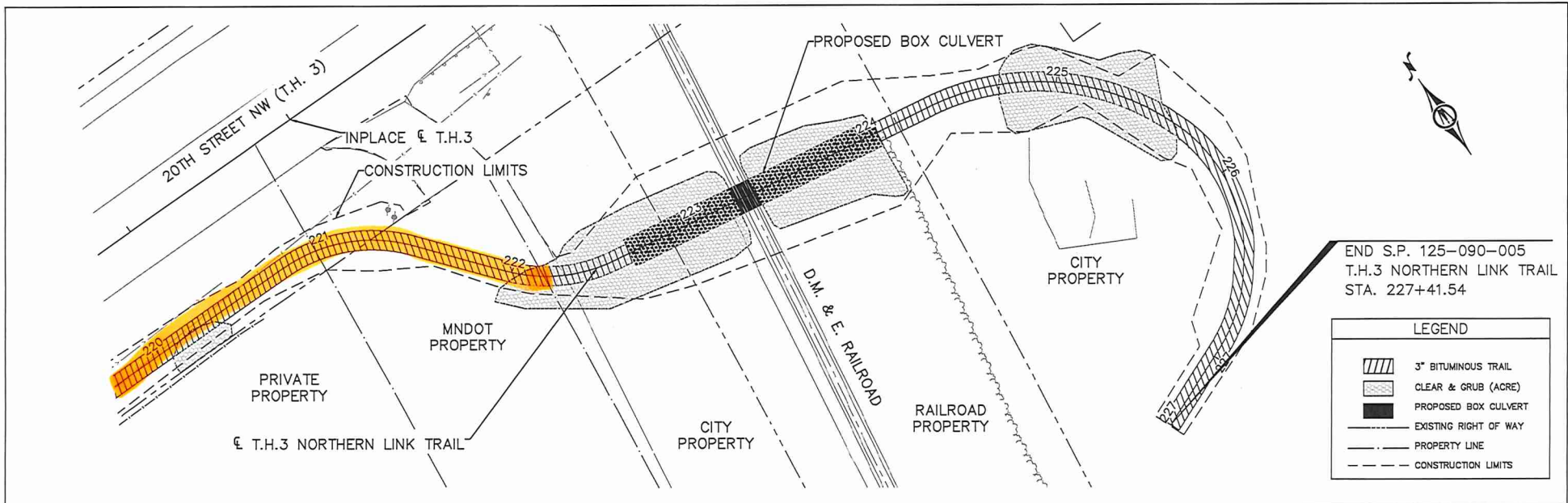


Exhibit "A"
2 of 5

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AutoCAD PDF (General Documentation).pc3
BMT Trans.ctb

Northern Link Trail

Write a description for your map.





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: March 12, 2024
SUBJECT: Approve Water Tower Lease Agreement with Northfield WiFi

Background:

Attached is a copy of a proposed lease agreement with Northfield WiFi, a wireless internet provider, for an antenna to be installed on top of the new water tower located at 15778 Met Con Way. The initial term of the lease is five (5) years and has an annual rent of \$7,200/year with an automatic annual increase based on the Consumer Price Index (CPI) or 3%, whichever is greater. This is an increase over the \$2,500/year for the agreement they have on the water tower located at 1225 Parshall St. The lease has been prepared by the City Attorney and found acceptable by Nathaniel Lyon, President of Northfield WiFi.

Recommendation:

Approve Water Tower Lease Agreement with Northfield WiFi

Attachments:

1. DOCSOPEN-#934073-v2-2024_Northfield_Water_Tower_Lease_Agreement

WATER TOWER LEASE AGREEMENT

This Site Lease Agreement (“Agreement”) is made as of this 12th day of March, 2024, by and between City of Faribault, a Minnesota municipal corporation (“City”), and Northfield WiFi LLC, a Minnesota limited liability company, with its principal office located at 1403 Heritage Drive, Suite A, Northfield, MN 55057 (“Lessee”) for the leasing of certain property pursuant to the following terms:

1. **PROPERTY.** The City hereby leases to Lessee a portion of the property located at 15778 Met Con Way, legally described on attached Exhibit A (“City’s Property”). The City leases the following: exterior space on the water tower located on the City’s Property (“Water Tower”) for attachment of up to five (5) antennas (“Antennas”); space totaling approximately 2 square feet within the Water Tower railing located at the top of the sphere, for location of communications equipment associated with the Antennas; space required for cable runs to connect the equipment to the Antennas; and a non-exclusive right of access to the Water Tower, all of which are depicted and described on attached Exhibit A-1 (collectively, the “Leased Premises”). The exact location of the Antennas, cables and associated communications equipment upon the City’s Property is subject to the reasonable approval of the City’s Director of Public Works.
2. **TERM.** The initial term of this Agreement shall begin on the date of execution and, subject to the terms of the Termination paragraph herein, end on December 31, 2029 (“Initial Term”). Notwithstanding, the Lessee may not install its Antennas or communications equipment or begin construction of an equipment building until the conditions in Paragraph 3 below are satisfied.
3. **CONDITIONS.**
 - A. **Building and Electrical Permit.** The Lessee, or its contractor, must obtain a building permit and electrical permit.
4. **RENT.**
 - A. **Rent Amount.** As consideration for this Agreement, Lessee shall pay an annual rent in the amount of \$7,200.00 for the initial year of the Agreement, prorated from the date of execution of this Agreement, together with any applicable sales tax. The rent shall automatically increase each January 1st by the increase in the Consumer Price Index (“CPI”) or 3%, whichever is greater. To determine the annual rental increase, the annual rent during the previous calendar year shall be multiplied by an appropriate percentage figure. The CPI is the “Consumer Price Index for All Items, All Urban Consumers, (Base1984=100)” for the Minneapolis/St. Paul Consolidated Metropolitan Statistical Area as published by the United States Department of Labor Statistics, or if such index shall be discontinued, the successor index, or if there shall be no successor index, such comparable index as mutually agreed upon by the parties. In the event the CPI exceeds 4%, the appropriate rent increase shall be calculated using a fraction the numerator of

which shall be the CPI for the third quarter of the preceding year and the denominator of which shall be the CPI for the corresponding quarter of one year earlier. Such fraction shall be converted to a percentage equivalent. The resulting percentage figure shall be multiplied by the previous year's rent.

B. Rental Payments. Lessee shall pay City rent in advance in four quarterly installments. The Lessee shall pay rent for the initial calendar quarter (or portion thereof) at the time of execution of this Agreement. Thereafter, Lessee shall pay rent on or before the first (1st) business day of each calendar quarter, i.e. Jan. 1; April 1; July 1; and Oct. 1. The Lessee shall provide its calculation of the annual rental increase to the City of Faribault in writing by the preceding December 1 of each year. Payments shall be wired directly into the City's bank account in accordance with written instructions provided by the City to Lessee.

C. Taxes. Lessee will pay all property taxes (if any) assessed against the City's Property in relation to the Antennas, base station communications equipment associated with the Antennas, or the building or road improvements constructed by Lessee.

D. City Costs. At the time of executing this Agreement, Lessee shall pay the City one thousand five hundred and no/100 Dollars (\$1500.00) for reasonable costs related to drafting and processing this Agreement.

5. OPTION TERMS. Subject to the terms and conditions contained herein, this Agreement shall automatically renew for up to three (3) additional and successive renewal terms of five (5) years each (each, an "Option Term") unless Lessee gives City written notice of Lessee's intention not to extend at least thirty (30) days prior to the expiration of the then-current term.

6. USE.

A. General. Lessee may use the Leased Premises for the purpose of installing, operating, maintaining, removing, and replacing Antennas and associated communications equipment. Lessee may replace, modify, or alter the Antennas and associated communications equipment, or add additional antennas or equipment, only to the extent provided herein.

B. Antenna Attachments. As soon as is feasible, Lessee shall provide the City with information and plans concerning Lessee's desired method for attaching the Antennas to the Water Tower. Lessee will be permitted to provide or modify attachments to the Water Tower only upon City's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In such case, Lessee will not allow any mechanics' or other liens to be placed on the Leased Premises as a result of its work on the Leased Premises. If the City determines that it is necessary to retain a consultant to review Lessee's initial proposed attachments, or any subsequent modifications, Lessee shall reimburse the City's associated costs up to an amount not to exceed five thousand

dollars \$5,000.00.

C. Access to Leased Premises. The City shall provide Lessee with access to the Water Tower, Antennas, and associated communications equipment located upon and adjacent to the Water Tower, twenty-four (24) hours per day, seven (7) days per week, except that City may lock or otherwise secure the Leased Premises, including the interior of the Water Tower, and require Lessee to make advance arrangements for access with a City-designated security official, which official will be available twenty-four (24) hours per day, seven (7) days per week. Lessee shall be fully liable for any and all loss, damage or claim associated with its use of the Leased Premises and access to the City's Property.

7. FACILITIES.

A. Installation. Lessee shall install and maintain the Leased Premises and its Antennas and associated communications equipment in compliance with the conditions identified in Exhibit B and any reasonable amendments thereto, all applicable codes, ordinances and statutes, FCC rules and regulations, and good engineering practices. Lessee shall install its Antennas as described in Exhibit C attached hereto. Lessee agrees that its Antennas will be of types and frequencies that will not cause radio frequency interference to City. In the event interference with other communications providers occurs, Lessee shall be responsible for the correction of said interference as provided in Paragraph 8 below.

B. Maintenance. Lessee shall reasonably and safely maintain and repair its Antennas and associated communications equipment at its own expense, which repair and maintenance shall occur at least annually. City shall maintain the Water Tower in accordance with good engineering practices, and shall seek to cause all other lessees and users of the City's Property to comply, where feasible, with all applicable FAA and FCC rules and regulations.

C. Frequencies. Lessee shall provide a list of the initial frequencies it intends to use on the Leased Premises within thirty (30) days of execution of this Agreement. Prior to adding any additional transmitter or receiver frequencies on the Leased Premises, Lessee shall notify the City of the frequencies. The City acknowledges that if from time to time Lessee is required to change or to increase or decrease the number of frequencies upon which it transmits and receives, Lessee may do so, provided that prior to any such changes or increases Lessee shall give City seventy two (72) hours written notice identifying such changes or increases. The frequencies which are currently in use by Lessee at any given point in time shall be considered the frequencies that Lessee is using for all purposes under this Agreement (hereinafter referred to as "Lessee's Frequencies").

8. LESSEE INTERFERENCE.

A. User Priority. Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Agreement is in effect:

1. City;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the City;
3. Other governmental agencies where use is not related to public safety; and
4. Lessee and other government-regulated entities whose antennae offer service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or television broadcasters.

B. Water Tower. Lessee shall not interfere with City's use of the Water Tower and shall cease all such actions which unreasonably and materially interfere with City's use thereof no later than three (3) business days after receipt of written notice of the interference from City. In the event that Lessee cessation of action is material to Lessee's use of the Leased Premises and such cessation frustrates Lessee's use of the Leased Premises within Lessee's sole discretion, Lessee shall have the immediate right to terminate this Agreement for cause and without payment for any damages.

C. With Higher Priority Users. If Lessee's Antennas cause harmful radio interference with higher priority users, Lessee shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within forty-eight (48) hours after receiving City's written notice of the interference, Lessee shall immediately cease operating its Antennas and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 60 days after Lessee received City's written notice, City or Lessee may at its option terminate this Agreement immediately for cause and without payment of any damages.

9. **UTILITIES.** Lessee shall be responsible for all electric service, telephone or other commutation service charges associated with the Antennas and communications equipment.

10. **INSURANCE.**

A. Indemnity. Lessee shall indemnify City and hold City harmless from and against any and all claims and demands relating to the negligence or misconduct of Lessee, its agents and employees, including the payment of reasonable attorneys' fees and costs for damages to property and injury or death to persons, including any payments made under any workers' compensation law or any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, presence, use or removal of Lessee's Antennas and associated facilities or equipment on the Leased Premises, except as said claim or demand may arise out of or in any way result from the negligence or willful misconduct of City, its employees, agents or invitees.

B. Workers Compensation. Lessee must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of \$500,000 bodily injury each accident, \$500,000 bodily

injury by disease, policy limit, and \$500,000 bodily injury by disease, each employee.

C. General Liability. Lessee must maintain an occurrence form Commercial General Liability Coverage, including coverage for mobile wireless equipment. Such coverage shall provide for third party bodily injury and property damage arising out of Lessee's use of the Leased Premises. Lessee must maintain aforementioned Commercial General Liability Coverage with limits of liability of \$1,500,000 each occurrence; \$1,500,000 personal and advertising injury; \$5,000,000 general aggregate, and \$5,000,000 products and completed operations aggregate. These limits may be satisfied by the Commercial General Liability Coverage or in combination with an Umbrella or Excess Liability Policy, provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying commercial General Liability Coverage.

D. Automobile Liability. Lessee must carry Commercial Automobile Liability Coverage. Coverage shall afford total combined single limits in the amount of \$1,500,000 per accident. The liability limits may be afforded under the Commercial Automobile Liability Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial Automobile Liability coverage. Coverage shall be provided for third party bodily injury and property damage arising out of the ownership, use maintenance or operation of all owned, non-owned, and hired automobiles. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

E. Lessee Property Insurance. Lessee must keep in force during the term of the Agreement a policy covering damages to its Antennas and associated facilities or equipment at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

F. Additional Insured - Certificate of Insurance. Lessee shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company reasonably acceptable to City (rated A or better by A.M. Best), licensed to do business in the state of Minnesota, which includes all coverages required in this Paragraph and/or contemplated by the risk management recommendations received by the City. Lessee will name City as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall provide that the coverage may not be canceled without thirty-(30) days prior written notice to City.

G. Casualty. Neither party shall be liable to the other (or to the other's Successors or assigns) for any loss or damage caused by fire or other casualty which could be insured against under the terms of standard fire and extended coverage (all risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible.

11. CONDITION OF PROPERTY. City represents that City's Property and all

improvements thereto, including the Water Tower, are in compliance with all building and other laws of any governmental or quasi-governmental authority.

12. TERMINATION.

A. Termination Events. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, on sixty (60) days notice as follows:

1. by either party upon default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); or
2. by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction and/or operation of the Communications Facilities or Lessee's business; or
3. by Lessee if the Leased Premises or Antennas are or become unacceptable under Lessee's design or engineering specifications for the Antennas or the communications systems to which the Antennas belong; or
4. by City, upon six (6) month's prior written notice to Lessee, if its Council decides, for any reason, to redevelop the City's Property in a manner inconsistent with the continued use of the Leased Premises by Lessee and/or discontinues use of the Water Tower for all purposes;
5. by City, upon sixty (60) days written notice, if it reasonably determines that the Water Tower is structurally unsound, including, but not limited to, consideration of age of the Water Tower, damage or destruction of all or part of the Water Tower on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
6. by City, upon one hundred twenty (120) days written notice, if after engineering studies, it reasonably determines that a potential user with a higher priority cannot find another adequate location, or the antennas unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process, provided that City shall not at any time over the balance of the then existing term and all unexpired Option Periods, lease the Leased Premises to another party with equal or lesser priority for the same use as that of Lessee.

B. Site Restoration. In the event that this Agreement is terminated or not renewed, Lessee shall have ninety (90) days from the termination or expiration date to remove its Antennas, and related equipment from the Leased Premises, repair the site and restore the surface of the Water Tower, reasonable wear and tear excepted. Upon execution of this

Agreement, Lessee shall deposit with the City the sum of two thousand and no/100 Dollars (\$2,000.00) or provide for a \$2,000.00 bond or irrevocable Letter of Credit which principal shall be fully refunded to Lessee upon the timely removal of the Antennas and related equipment, the repair of the site and the restoration of the Water Tower surface to the reasonable satisfaction of the City, reasonable wear and tear and casualty excepted. In the event that Lessee's Antennas and related equipment are not removed to the reasonable satisfaction of the City, they shall be deemed abandoned and become the property of the City and Lessee shall have no further rights thereto. The provisions of this paragraph shall not be limited by City's waiver of rights concerning the Antennas.

13. MAINTENANCE AND OPERATION.

A. City Right to Operate. City shall have the right to operate its facilities at the Water Tower in such manner as will best enable it to fulfill its own service requirements, but in accordance with the provisions herein. City shall not be liable to Lessee for any interruption of the service of Lessee or for interference with the operation of Lessee's Antennas arising in any manner from use of the Leased Premises thereunder, unless due solely to the negligence or willful misconduct of City, its employees, agents, or invitees.

B. Limitations of City's Liability. If City negligently causes interruption of the business of Lessee or for any other City breach of this Agreement, City's liability for damages to Lessee shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Lessee as a going concern, future expectation of profits, loss of business or profit or related damages to Lessee.

C. Temporary Interruptions of Service. If City reasonably determines that continued operation of the Antennas would cause or contribute to an immediate threat to public health and/or safety including evidence presented by an independent expert that Lessee is failing to comply with the FCC, emission standards applicable to radio frequency transmission, City may order Lessee to discontinue its operation. Lessee shall immediately comply with such order. Service shall be discontinued only for the period that the immediate threat exists. If City does not give prior notice to Lessee, City shall notify Lessee as soon as possible after its action and give its reason for taking the action. City shall not be liable to Lessee or any other party for any interruption in Lessee's service or interference with Lessee's operation of its Antennas, except as may be caused by the willful misconduct of City, its employees or agents. If the discontinuance extends for a period greater than twenty four (24) hours, either consecutively or cumulatively, Lessee shall have the right to terminate this Agreement within its sole discretion for cause and without payment of any damages.

D. (Intentionally Omitted).

E. Replacement. Before Lessee may modify, update, or add Antennas, Lessee must notify and provide a detailed proposal to City. Lessee shall submit to City a detailed

proposal for any such modification, update or addition and any other information reasonably requested by City of such requested modification, update or addition, including but not limited to, a technical study carried out at Lessee's expense. In the event any modifications, updates or additions create additional burden to the Water Tower or require additional space, City may require renegotiation of the rent amount. City may not unreasonably withhold, condition or delay its approval of any modifications, update, or addition by Lessee under this Paragraph.

F. Painting of Water Tower/Maintenance of Leased Premises. In the event the City elects to paint or otherwise undertake maintenance of the Water Tower requiring the temporary relocation or removal of the Antennas and associated communications equipment, the City shall notify the Lessee of the date by which its facilities must be relocated or temporarily removed provided, however, that the City shall give the Lessee at least ninety (90) days in which to complete the relocation or temporary removal. Upon notice from the City, the Lessee must relocate or remove the Antennas and associated communications equipment at its sole cost and expense. Lessee shall be required to reimburse the City for any reasonable additional expenses incurred by the City in maintaining the Leased Premise resulting from the Lessee's occupancy of the Leased Premises. The City shall provide an itemized statement of any additional costs incurred to Lessee.

14. **HAZARDOUS SUBSTANCES.** City represents that it has no knowledge of any substance, chemical, or waste on City's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. City shall hold Lessee harmless from and indemnify Lessee against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under, or around City's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around City's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Lessee or its employees, agents or contractors. Lessee represents and warrants that hazardous substances will not be generated, stored, disposed of or transported to, on, under, or around City's Property by Lessee. Lessee shall hold City harmless from and indemnify City against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from hazardous substances generated, stored, disposed of, or transported to, on, under, or around City's Property by Lessee or its employees, agents or contractors.
15. **CASUALTY.** If any portion of City's Property or the Antennas is damaged by any casualty and such damage adversely affects Lessee's use of the Leased Premises, this Agreement shall terminate as of the date of the casualty if Lessee gives written notice of the same within thirty (30) days after Lessee receives notice of such casualty.
16. **CONDEMNATION.** If a condemning authority takes any portion of City's Property and such taking adversely affects Lessee's use of the Leased Premises in Lessee's sole determination, this Agreement shall terminate as of the date of the taking if Lessee gives written notice of the same within thirty (30) days after Lessee receives notice of such

taking. The parties shall be entitled to make claims in any condemnation proceeding for the value of their respective interests in City's Property (which for Lessee may include, where applicable, the value of the Lessee's property including Antennas, moving expenses, prepaid rent, and business relocation expenses). Sale of all or part of City's Property to a purchaser with the power of eminent domain in the face of the exercise of such power shall be treated as a taking by condemnation.

17. **QUIET ENJOYMENT.** Lessee, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises subject to primary use as a water storage facility. If as of the date of execution of this Agreement or here after, there is any mortgage or other encumbrance affecting City's Property, then City shall obtain from the holder of such encumbrance an agreement that Lessee shall not be disturbed in its possession, use and enjoyment of the Leased Premises.
18. **WAIVER OF CITY'S LIEN.** City waives any lien rights it may have concerning the Antennas and related communications equipment which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without City's consent.
19. **MISCELLANEOUS.**

A. Authority; Title. City represents and warrants that it holds good and marketable title to City's Property and Leased Premises, that it has full authority to enter into this Agreement, and that any person or entity executing in a representative capacity for City has full authority to do so, such authority being verified and confirmed by attestation in the provided therefore. Lessee represents and warrants that that it has full authority to enter into this Agreement, and that any person or entity executing in a representative capacity for Lessee has full authority to do so.

B. Integration Amendment. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between City and Lessee. This Agreement may only be amended in writing signed by all parties. All Exhibits are incorporated into this Agreement by reference. No provision of this Agreement will be deemed waived unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or other act or omission of either party. No waiver by either party of any provisions of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

C. Counterparts. This Agreement may be signed in counterparts by the parties hereto.

D. No Assignment. Lessee may not assign or transfer this Agreement at any time or sublease a portion of the Leased Premises without City's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided however, that Lessee may assign its interest to any affiliate, contract affiliate or entity commonly-owned by Lessee's parent company or to any successor-in-interest acquiring fifty-one percent (51 %) or more of its stock or assets. City may assign this Agreement upon

written notice to Lessee. Notwithstanding the foregoing, Lessee may mortgage, pledge, hypothecate, or otherwise transfer an interest in this Agreement without consent to any financing entity to whom Lessee (i) has obligations for borrowed money or in respects to guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers' acceptances and similar facilities or in respect to guaranties thereof.

E. Attorneys Fees. The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party up to, but not exceeding, Five Thousand Dollars (\$5,000.00).

F. Memorandum of Agreement. At the Lessee's request, the City shall execute, acknowledge and deliver to Lessee for recording a Memorandum of this Agreement.

G. Notice. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth beneath the signature of each party below.

H. Governing Law. This Agreement shall be construed in accordance with the laws of Minnesota.

I. No Broker. Lessee represents that they have not been represented by a real estate broker or other listing agent in connection with this Agreement in this transaction for purposes of commission, fee or other-payment to such broker or any other leasing agent claiming to have represented Lessee

J. Document Execution. The parties shall cooperate with one another regarding any reasonable requests made subsequent to execution of this Agreement to correct any clerical errors contained in the Agreement and to provide any and all additional documentation deemed necessary to effectuate the transaction contemplated by this Agreement.

K. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

L. Headings. Headings set forth herein are for convenience, only, and are not to be construed against the content of any paragraphs herein.

M. Exhibits. This Agreement contains the following exhibits:

- A. Legal Description
- A-1 Survey and Site Plan
- B. Conditions
- C. Antenna Installation

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively of the City of Faribault, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

[Notary Seal]

Northfield WiFi LLC

By: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of Northfield WiFi LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

[Notarial Seal]

EXHIBIT A
Legal Description

Lot 3, Block 1, Met Con Business Park Second Addition, Rice County, Minnesota.

EXHIBIT A-1

Site Plan Survey

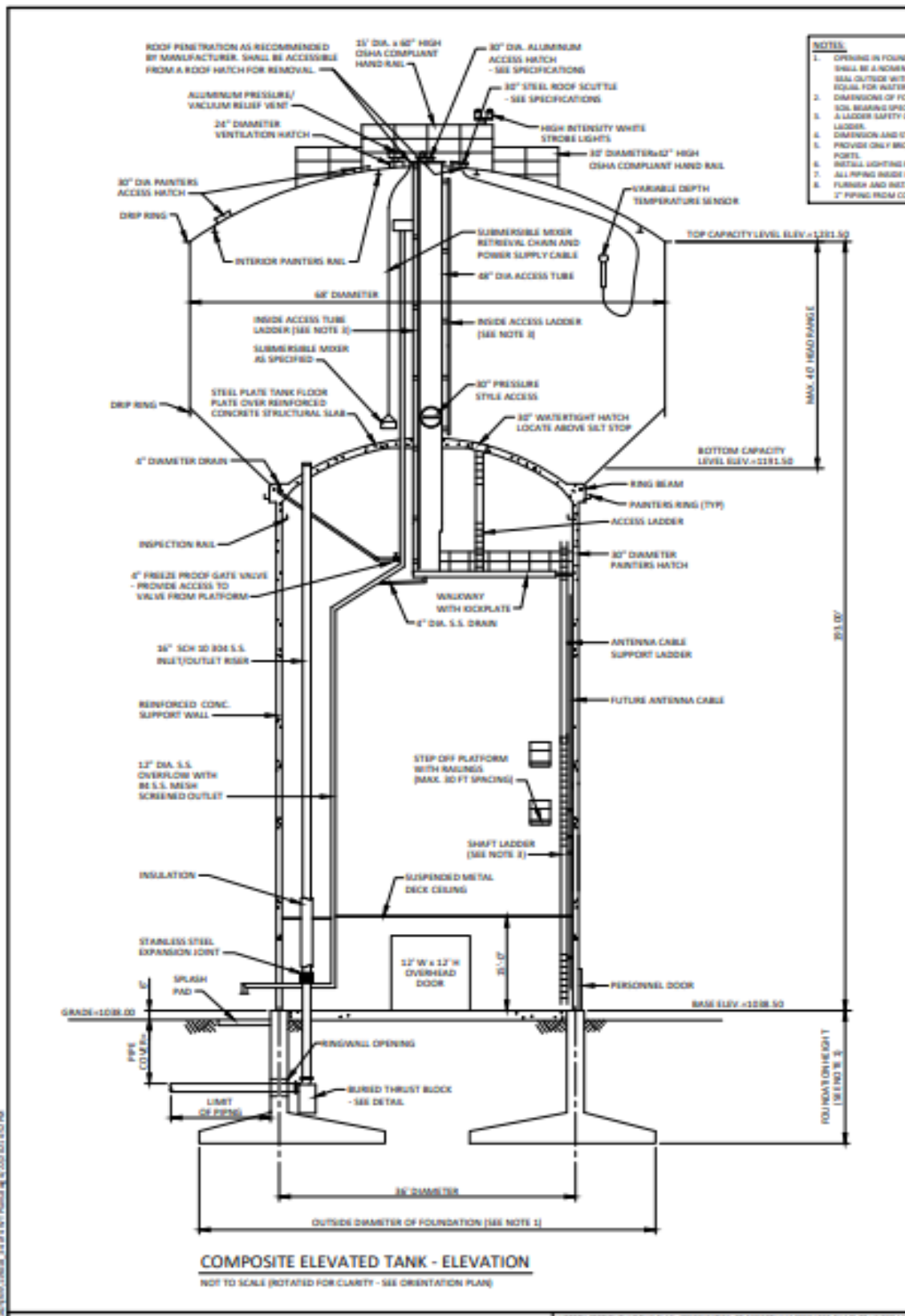


EXHIBIT B
Conditions

1. No advertising shall be displayed on or affixed to any of the antennas or the equipment building.
2. The Lessee shall maintain the equipment building and grounds surrounding the building in a reasonable, neat and safe condition, shall keep the grass mowed and will remove weeds as necessary.
3. All grass areas disturbed by construction must be repaired and sodded within 30 days of completion of construction.
4. The antennas must be painted the same color as the Water Tower.
5. The contractor constructing the paved access drive, if any, must obtain a right-of-way permit from the Public Works Department before construction begins.
6. The Lessee shall construct the equipment building and provide such plantings, screening, fencing and other landscaping as may be required by any CUP issued by the City, and shall fully comply with all conditions of such CUP.

EXHIBIT C
Antenna Installation







Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: March 12, 2024
SUBJECT: Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for BPOE Lodge 1166 and Indemnification Agreement

Background:

Lynn Erickson, on behalf of BPOE Lodge 1166, submitted an application for a 1-4 Day Temporary On-Sale Liquor License for an event (Corky's Softball Tournament) that will be held at North Alexander Park, May 3-5, 2024. Since this event will take place on City property, BPOE Lodge 1166 will also be required to sign the attached indemnification agreement.

Recommendation:

Approve 1-4 Day Temporary License and Indemnification Agreement

Attachments:

1. 1-4 Day Application - BPOE Elks
2. 2024 Hold Harmless-Indemnification-BPOE 1166



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

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

Name of organization		Date of organization		Tax exempt number	
BPOE Lodge 1166		7-16-1909			
Organization Address (No PO Boxes)		City	State	Zip Code	
28 3rd St NW		Faribault	Minnesota	55021	
Name of person making application					
Lynn Erickson					
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer			
May 3-5, 2024		☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit			
Organization officer's name		City	State	Zip Code	
Ken Weaverling		Faribault	Minnesota	55021	
Organization officer's name		City	State	Zip Code	
Donna Braun		Faribault	Minnesota	55021	
Organization officer's name		City	State	Zip Code	
Susan Cochran		Faribault	Minnesota	55021	
Location where permit will be used. If an outdoor area, describe.					
Alexander Park North					

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

BPOE Lodge 1166
28 3rd St NW PO Box 754
Faribault, MN 55021

APPROVAL

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

Faribault	City or County approving the license
\$105.00	Fee Amount
Event in conjunction with a community festival ☐ Yes ☒ No	
24,032	Current population of city
Heather Glechta	
Please Print Name of City Clerk or County Official	

May 5, 6, 7, 2024	Date Approved
hglechta@ci.faribault.mn.us	Permit Date
City or County E-mail Address	
Signature City Clerk or County Official	

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this ____ day of _____, 2024 by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and BPOE Lodge 1166, 131 Lyndale Ave, Faribault, MN.

Recitals

WHEREAS, BPOE Lodge 1166 has been granted a temporary on-sale liquor in the City; and

WHEREAS, BPOE Lodge 1166 has requested that the City allow it to sell intoxicating liquor outdoors at an event being held at North Alexander Park on May 3, 2024-May 5, 2024 each day until the Park is closed (the “Event”); and

WHEREAS, the City has agreed to authorize BPOE Lodge 1166 to sell intoxicating liquor at the Event, subject to BPOE Lodge 1166 providing insurance and assuming liability for its activities associated with the Event, and complying with the specific rules applicable; and

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

AGREEMENT

1. BPOE Lodge 1166 agrees to follow all ordinances, rules and regulations of the City of Faribault and the State of Minnesota regarding its use of the identified City facility and its sale of intoxicating liquor at the Event.
2. BPOE Lodge 1166 shall ensure that all intoxicating liquor that it dispenses is dispensed and consumed within area that is designated.
3. Prior to the Event, BPOE Lodge 1166 shall provide the City for its review and approval a certificate of insurance evidencing that it has general liability and liquor liability insurance for the Event. The City shall be named as an additional insured with respect to these policies.
4. In addition to the required insurance coverage, BPOE Lodge 1166 shall defend, indemnify and hold harmless the City of Faribault, its officials, employees, contractors and agents (collectively, the “City”) from and against any and all claims, damages, losses, or expenses including attorneys’ fees, which the City may suffer or for which the City may be held liable with respect to the activities authorized by the City pursuant to this Agreement, including the dispensing of intoxicating liquor.

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

BPOE Lodge 1166

By: _____
Its: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Charitable Gambling Advisory Board
 Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: March 12, 2024
SUBJECT: Approve July 4th Fireworks Proposal and Contract from RESPyro

Background:

Each year the July 4th fireworks display is sponsored by the Charitable Gambling Board. The amount budgeted for 2024 is \$20,000.00 to be paid out of the Charitable Gambling Fund.

One proposal was received for the fireworks show scheduled for Thursday, July 4, 2024, with an alternate rainout date of Friday, July 5, 2024. The choreographed show by RES includes the following:

3", 4", 5" Shells	658
Multishot	1199
Grand Total of Effects	1857

RES Specialty Pyrotechnics, Inc. has presented the City's fireworks display since 2013.

As required, the vendor will provide a Certificate of Liability Insurance to be approved by the City Attorney. A company representative will meet with City Staff to discuss the site plans and set up for the event. The display operators will be certified pyro-technicians.

The display site will be located on the Rice County Fair Grounds again this year.

Recommendation:

Approve July 4th Proposal with RESPyro

Attachments:

1. RESPyro Proposal
2. Faribault Contract 2024-0704

FIREWORKS DISPLAY PROPOSAL FOR
CITY OF FARIBAULT
JULY 4TH, 2024



NONDISCLOSURE

The material contained in this document is confidential and is for review only by those directly involved in awarding this bid. This document may not be copied or reproduced in any fashion without written consent of RES Pyro.

CONFIDENTIALITY

Our ideas, concepts and creativity are our livelihood. Your respect for our confidentiality is appreciated.



2/7/2024

City of Faribault
208 1st Ave NW
Faribault, MN 55021

Dear Heather,

Thank you for the opportunity to quote this year's fireworks display for Faribault. We were thrilled to have choreographed last year's display, and I am looking forward to working with you to design a show for the City of Faribault on July 4th, 2024 (rain date July 5th, 2024).

Our proposal lists the size, shell effect and quantity of shells for your fireworks display. Our show design uses piled, stacked and multi-break shells. They will be used to design the following parts of the show:

- Opening Barrage
- Main Show Body
- Select Patriotic Shell
- Signature Pattern Shell
- Multiple Effects Barrage Cake
- Grand Finale

Per your request, the fireworks display will be a minimum of 20 minutes, but not exceeding 25 minutes. The proposal includes all materials, equipment, certified display operators, necessary permits, and \$5 million liability insurance. The total cost will be \$20,000.

See additional page for the confirmation of details, references, and the deviations from the specifications.

Understanding your vision is important to us. That's why we listen to your needs and expectations so we can create the kind of show that you've imagined. We deliver what we say we will, making sure you are satisfied.

Our displays are a turnkey operation and are coordinated with your event. We've always put safety as a priority when it comes to putting on displays. The lead operator will be in constant communication with the crew, local Fire Department, and event staff to ensure the shoot is safe and secure. To continue our commitment to safety, we've added a Compliance and Safety Officer to our company to stay current on the ever-changing safety requirements at the state and local level.

As you go through our proposal, please feel free to reach out with any questions you may have. I look forward to hearing from you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Cory Stinar', with a stylized flourish at the end.

Cory Stinar
Director of Services
RES Pyro



Fireworks Display Proposal for

City of Faribault

7/4/2024

What's in My Fireworks Display?

We pride ourselves on having the most diverse inventory of fireworks product. This allows us to create a show unlike any of our competitor's shows.

The high-quality shells we use are chosen and crafted for their wow factor. Nearly all of them feature tailed and rising effect designs. This makes it easy for audiences to watch the fireworks streak up from the ground through the sky and burst into color overhead.

How is My Fireworks Display Presented?

The success of your fireworks show depends on the execution of your display. We understand the difference between "throwing a bunch of stuff into the air" and creating a synchronized visual and aural experience. We use Finale3D real-time simulation software to design our displays.

Over the years, we've determined the most effective display setup for an awe-inspiring presentation. We use an angled rack setup to cover a greater area of the sky. A variety of effects are shot simultaneously into the air in a "V" pattern, filling two separate areas of the sky with identical patterns.

The firing system that will be used to fire your display is the Cobra Firing System. This is a state-of-the-art computer firing system that has accuracy up to 1/100 of a second, which will automatically fire your pre-designed display.

You can expect:

- A preloaded fireworks show
- Precisely timed choreography
- No large gaps of time with only a black sky
- Easier control of show pacing
- Multiple firings at the same time
- Added safety for the audience and staff (limited handling of shells in the dark)

Your show's themes will be highlighted throughout our choreography, helping the audience better connect with and appreciate your event.

What's in the Main Show Body of My Fireworks Display?

Here's a list of the types of products you'll find in your fireworks display:

- Color and report shells
- Pattern shells, e.g., hearts, hourglass, stars, butterflies, rings
- Strobe and shimmer effects
- Glitter and tremalon shells
- Crackling and crossette shells
- Traditional Japanese shells, e.g., diadems, Saturns, palms, chrysanthemums

For your display, we'll also include a unique segment of signature pattern shells. These shells capture audience's attention with exciting patterns in the sky, like Saturn rings, colored stars with rings, smiley faces, concentric rings, poinsettias, and hearts.

We'll also include a red, white, and blue patriotic segment to showcase our country's colors. A variety of shell effects and designs will be used to highlight the colors of our flag.

There may be modifications to the listed products due to inventory availability, nature of the site and product upgrades.

What Can I Expect in My Fireworks Finale?

There'll be no mistake when your grand finale begins. The sky will illuminate with dazzling colors, becoming louder and more brilliant as the finale progresses. We're able to create this kind of experience by using multiple levels of effects. They appear to morph into waves of glittering colors that continue to increase in intensity until the pinnacle - complemented by breathtaking fancy color shells overhead.

How Do We Keep Our Shows Safe?

Safety is always first for all RES Pyro displays. We conduct annual training with our operators to ensure they are up to date on all internal policies and procedures and any changes to State and Federal regulations. All assistants receive on-site training specific to the display site.

We follow DOT regulations to transport all equipment and fireworks to the display site on the day of the display. Therefore, no on-site storage is required.

RES Pyro understands the importance of adhering to the NFPA 1123 code. We use fiberglass and HDPE mortars for launching shells, which are configured in racks and placed in banks.

From the time of arrival on site until they leave following the cleanup of the site, the display crew is always watching for unauthorized access to the site by the public. This involves working in conjunction with the local authority having jurisdiction so both parties have a complete understanding of the site perimeter.

During the display, members of the display crew are assigned as spotters to watch for malfunctioning firework effects and breach of the safety perimeter by the public.

After the conclusion of the display, the crew will conduct a thorough inspection of the fallout zone and clear any remaining live product, if necessary. Following this, all equipment, product debris, and packaging will be removed from the launch site.



2/7/2024

City of Faribault
208 1st Ave NW
Faribault, MN 55021

Specifications of details:

Per your request, the fireworks display will be a minimum of 20 minutes, but not exceeding 25 minutes.

The proposal includes all materials, equipment, certified display operators, necessary permits, and \$5 million liability insurance. The total cost will be \$20,000.

The proposal remains valid for a period of ninety (90) days from the due date of the proposal.

An insurance certificate will be issued following notification that our bid submission is successful.

The fireworks operator and assistants will begin setup at the display site at approximately 11:00am on July 4th, 2024. Following the display, the operator and assistants will pack all equipment for removal from the display location.

The following are references that you may contact:

City of Bloomington
Mark Morrison
PH: 952-563-8693

City of Minnetonka
Sara Woeste
PH: 952-939-8316

Minnesota Twins Baseball
Matt Hoy
612-659-3651

We understand and comply with the other bid specifications, and additional guidelines and considerations stated in the bid request besides the deviations mentioned below.

Deviation from specifications:

- I-S: RES Pyro shall clean up and remove debris from the launch location.
- III-I: RES Pyro shall retain the right to stop the display at any time if conditions have become unsafe, in addition to Faribault's Director of Fire and Emergency Management.
- III-K: In the event that the fireworks display is postponed to July 5th, 2024, the City shall provide overnight security at the display location at no cost to the Contractor.



Faribault Proposal

Proposal Date:
2/7/2024
Salesperson
CS

Cost:	
Budget:	\$20,000.00
Total Cost:	\$20,000.00

Sold to:
City of Faribault 208 1st Ave NW Faribault, MN 55021

Show Date:
7/4/2024

Summary	Quantity	Shots
2.5"	0	0
3"	154	324
4"	134	214
5"	120	120
6"	0	0
8"	0	0
10"	0	0
Multishot	14	1199
Total	422	1857

Ship to:
City of Faribault 208 1st Ave NW Faribault, MN 55021

This quote is good for the entity listed as Sold To, and includes all materials, equipment, certified operators, necessary permits, and \$5 million liability insurance.

Product ID	Category	Size	Mfg	Description	Shots	Quantity	Shots Ext
3-1515	Shell	3"	LID	Gold Wave To Violet Chrys W/Silver Tail	1	3	3
3-1565	Shell	3"	DOM	Red Wave To Popcorn Crackle W/Blue Pistil W/Tails	1	3	3
3-1575	Shell	3"	DOM	Red White & Blue Wave w/Red Wave Tail	1	3	3
3-1581	Shell	3"	DOM	Variegated Chrys Gold Wave w/Tail	1	3	3
3-1588	Shell	3"	DOM	Green & White Chrys Gold Wave W/Red Pistil W/Brocade Ta	1	3	3
3-1589	Shell	3"	DOM	Red & White Chrys Gold Wave w/White Strobe Pistil w/Broca	1	3	3
3-1590	Shell	3"	DOM	Silver Wave Blue w/Crackle Pistil w/Red Wave Tail	1	3	3
3-1593	Shell	3"	DOM	Silver Wave Green w/Strobe Gold Pistil w/Red Wave Tail	1	3	3
3-2027	Shell	3"	DOM	Blue & Red Peony W/Coco Palm Pistil W/Coco Palm Tail	1	3	3
3-2037	Shell	3"	DOM	Blue Peony & Silver Wave-Red Ring W/Strobe-Gold Pistil W/	1	3	3
3-2057	Shell	3"	DOM	Gold & Purple Peony W/Red Wave Tail	1	3	3
3-2151	Shell	3"	DOM	Lemon Peony W/Red Wave Tail	1	3	3
3-2160	Shell	3"	DOM	Orange Peony w/Red Wave Tail	1	3	3
3-3000	Shell	3"	DOM	Kamuro Circle w/Green Pistil & Tail	1	3	3
3-3091	Shell	3"	DOM	Golden Strobe & Red Wave Ring No Tails	1	3	3
3-3134	Shell	3"	DOM	Brocade Crown W/Red Coco Crossette Ring W/Red Wave T	1	3	3
3-3219	Shell	3"	DOM	Brocade Bowtie W/Red Strobe Ring W/Tail	1	3	3
3-3319	Shell	3"	LID	Half Pink & Half Seablue Chrys W/Silver Tail	1	3	3
3-3322	Shell	3"	LID	Half Green Half Purple Peony W/Silver Tail	1	3	3
3-4021	Shell	3"	LID	Red Dahlia W/Red Tail	1	3	3
3-4035	Shell	3"	DOM	Magenta Dahlia W/Lemon Strobe Pistil W/Tail	1	3	3
3-4047	Shell	3"	DOM	Colorful Pink Dahlia W/Tail	1	3	3
3-4065	Shell	3"	DOM	Lemon & Violet Umbrella W/Tail	1	3	3
3-5001	Shell	3"	DOM	White Strobe Peony W/Red Wave Tail	1	3	3
3-5012	Shell	3"	DOM	Red Strobe Peony w/Red Wave Tail	1	3	3
3-5402	Shell	3"	LID	Gold Glitter Crossette W/Gold Tail	1	3	3
3-5809	Shell	3"	LID	Glittering Coconut Tree W/Crackling Tail	1	3	3
3-5824	Shell	3"	DOM	Crackling Spider	1	3	3
3-6016	Shell	3"	LID	Gold Willow To Green W/Silver Tail	1	3	3
3-6035	Shell	3"	LID	Red Strobe Willow W/Silver Tail	1	3	3
3-6037	Shell	3"	DOM	Big Willow To Variegated W/Brocade Tail	1	3	3
3-6058	Shell	3"	DOM	Crackling Willow W/Gold Strobe To Popcorn Crackle Pistil W	1	3	3
3-6062	Shell	3"	DOM	Crackling Willow w/Purple Dahlia Pistil w/Crackling Willow Ta	1	3	3
3-6157	Shell	3"	DOM	Brocade To Red Strobe W/Blue Pistil W/Red Wave Tail	1	3	3
3-6162	Shell	3"	DOM	Green To Brocade Crown Kamuro w/Gold Strobe to Crackling	1	3	3
3-6205	Shell	3"	GLO	Kamuro W/Blinking Pistil & Brocade Tail	1	3	3
3-6206	Shell	3"	GLO	Kamuro To White Strobe W/Brocade Tail	1	3	3
3-6229	Shell	3"	DOM	Brocade Crown Kamuro W/Tail	1	3	3

3-6241	Shell	3"	DOM	Gold Orido Nishiki W/Red Strobe Pistil W/Tail	1	3	3
3-6306	Shell	3"	LID	Gold Brocade Diadem W/Gold Tail	1	3	3
3-7108	Chain	3"	DOM	3 Finale Super Crackle w/Tails (6) 2 Sec	6	5	30
3-7115	Chain	3"	DOM	3 Finale TIMER Red White Blue W/Tails (6) 14 sec	6	5	30
3-7125	Chain	3"	DOM	3 Finale TIMER Brocade Chrys W/Tail (6) 14 sec	6	5	30
3-7145	Chain	3"	LID	3 Finale FAST Red White Blue Varigated Chrys W/Silver Tail	6	5	30
3-7147	Chain	3"	LID	3 Finale FAST New Color Crossette W/Red Tail (6)	6	3	18
3-7151	Chain	3"	LID	3 Finale FAST Dispark Chrys W/Crackling Tail (6)	6	5	30
3-7165	Chain	3"	LID	3 Finale FAST Red Chrys W/Red Tail (6)	6	3	18
3-7172	Chain	3"	LID	3 Finale FAST Blue Chrys W/Blue Tail (6)	6	3	18
Total 3"							324

Product ID	Category	Size	Mfg	Description	Shots	Quantity	Shots Ext
4-1010	Shell	4"	LID	Green Chrys w/White Flashing Pistil & Green Tail	1	2	2
4-1034	Shell	4"	LID	Red Chrys W/White Flashing Pistil & Red Tail	1	2	2
4-1037	Shell	4"	LID	Violet Chrys w/Lemon Pistil & Silver Tail	1	2	2
4-1052	Shell	4"	LID	Green Pink Lemon Chrys W/Gold Crackling Chrys Flower Pistil	1	2	2
4-1087	Shell	4"	LID	Red White Blue Chrys W/Flashing White Pistil & Silver Tail	1	2	2
4-1089	Shell	4"	LID	Orange Chrys W/Big Aqua Pistil & Brocade Tail	1	2	2
4-1090	Shell	4"	LID	Glittering Gold To Red w/Gold Tail	1	2	2
4-1105	Shell	4"	LID	Dispark Chrys w/Crackling Tail	1	2	2
4-1112	Shell	4"	DOM	Popcorn Crackle w/Gold Strobe To Popcorn Crackle Pistil w/G	1	2	2
4-1523	Shell	4"	LID	Silver Wave To Blue W/Silver Time Rain Pistil & Brocade Tail	1	2	2
4-1531	Shell	4"	LID	Red Wave W/White Flashing Pistil & Red Tail	1	2	2
4-1540	Shell	4"	LID	Gold Wave To Violet w/Gold Crackling Chrys Flower Pistil & C	1	2	2
4-1547	Shell	4"	LID	Purple Wave W/Gold Crackling Chrys Flower Pistil & Purple	1	2	2
4-1548	Shell	4"	LID	Green Wave To Gold Glitter w/Green Flashing Pistil & Gold T	1	2	2
4-1550	Shell	4"	LID	Gold Wave To Cherry w/Gold Crackling Chrys Pistil & Gold T	1	2	2
4-2031	Shell	4"	LID	Green Peony W/Flashing White Pistil & Green Tail	1	2	2
4-2036	Shell	4"	LID	Lemon Peony W/Green Flashing Pistil & Brocade Tail	1	2	2
4-2057	Shell	4"	DOM	Gold & Purple Peony w/Red Wave Tail	1	2	2
4-2061	Shell	4"	LID	Purple Peony W/Yellow Pistil & Purple Tail	1	2	2
4-2092	Shell	4"	LID	Red Dark Blue Peony w/Silver Red Tail	1	2	2
4-2094	Shell	4"	LID	Pink Dark Gold Flashing Peony w/Silver Tail	1	2	2
4-2120	Shell	4"	DOM	Purple to Green Glitter	1	2	2
4-2130	Shell	4"	DOM	Purple & White Peony w/Red Wave Tail	1	2	2
4-2133	Shell	4"	DOM	Orange & Lemon Peony w/Red Wave Tail	1	2	2
4-3026	Shell	4"	DOM	Smile Face-White Face w/Tail	1	2	2
4-3042	Shell	4"	LID	Spiral Ring (Alt Cherry & Seablue Stars) w/Silver Tail	1	2	2
4-3053	Shell	4"	LID	Orange Ring In Green Ring w/Green Tail	1	2	2
4-3064	Shell	4"	LID	Angel Red Heart w/Red Tail	1	2	2
4-3071	Shell	4"	LID	Silver Wave To Purple Ring w/Gold Chrys Pistil & Silver Tail	1	2	2
4-3307	Shell	4"	LID	Half Orange Half Seablue Chrys w/Silver Tail	1	2	2
4-3326	Shell	4"	LID	Half Pink Half Green Chrys w/Silver Tail	1	2	2
4-3335	Shell	4"	DOM	Half Red Half Blue w/Tail	1	2	2
4-3340	Shell	4"	LID	Half Purple Half Orange Peony W/Silver Tail	1	2	2
4-3341	Shell	4"	LID	Half Lemon Half Red Peony W/Silver Tail	1	2	2
4-4047	Shell	4"	DOM	Colorful Pink Dahlia w/Tail	1	2	2
4-4048	Shell	4"	DOM	Magenta Dahlia w/Lemon Strobe Pistil w/Tail	1	2	2
4-4052	Shell	4"	DOM	Blue Dahlia w/Red Strobe Pistil w/Tail	1	2	2
4-4054	Shell	4"	DOM	Color Dahlia w/Silver Strobe Pistil w/Tail	1	2	2
4-5405	Shell	4"	LID	Silver Crackling Flower Crossette W/Crackling Tail	1	2	2
4-5408	Shell	4"	LID	New Color Crossette w/Red Tail	1	2	2
4-5416	Shell	4"	LID	Silver Glitter To Green Crossette w/Green Tail	1	2	2
4-5436	Shell	4"	DOM	Red Crossette w/Red Wave Tail	1	2	2
4-5455	Shell	4"	DOM	Blue Peony Golden Strobe Crossette	1	2	2
4-5514	Shell	4"	LID	Silver Crackling Flower Palm Tree W/Crackling Tail	1	2	2
4-5523	Shell	4"	LID	Silver To Seablue Palm Tree w/Silver Tail	1	2	2
4-5524	Shell	4"	LID	Gold To Purple Palm Tree w/Gold Tail	1	2	2
4-5701	Shell	4"	LID	Gold Spider w/X Shaped Green Strobe w/Red Pistil & Gold T	1	2	2
4-5703	Shell	4"	LID	Silver Spider W/Red Flashing Pistil & Silver Tail	1	2	2
4-5708	Shell	4"	LID	Crackling Spider w/White Flashing Pistil & Crackling Tail	1	2	2
4-5717	Shell	4"	DOM	Crackling Spider w/Crackling Tail	1	2	2

4-5730	Shell	4"	LID	Green Spider Web w/Green Tail	1	2	2
4-5807	Shell	4"	LID	Wave Coconut Tree To Seablue Crossette w/Silver Tail	1	2	2
4-6054	Shell	4"	LID	Gold Willow W/Purple Tips & Gold Tail	1	2	2
4-6058	Shell	4"	DOM	Crackling Willow w/Gold Strobe To Popcorn Crackle Pistil w/B	1	2	2
4-6066	Shell	4"	DOM	Big Willow To Variegated w/Brocade Tail	1	2	2
4-6107	Shell	4"	LID	Brocade Crown To Crackling Willow w/Crackling Tail	1	2	2
4-6111	Shell	4"	LID	Flower Crown w/Silver Tail	1	2	2
4-6133	Shell	4"	LID	Brocade Crown To Silver Time Rain w/Crackling Tail	1	2	2
4-6138	Shell	4"	LID	Brocade Gold To Magenta w/Gold Tail	1	2	2
4-6140	Shell	4"	LID	Brocade Crown w/Red Flashing Pistil & Silver Tail	1	2	2
4-6141	Shell	4"	LID	Silver Crown To Orange w/Purple Pistil & Silver Tail	1	2	2
4-6152	Shell	4"	DOM	God Of Wealth Brocade w/Red Strobe Pistil w/Tail	1	2	2
4-7015	Chain	4"	DOM	4 Finale TIMER Red White Blue W/Tails (9) 18 sec	9	2	18
4-7025	Chain	4"	DOM	4 Finale TIMER Brocade Chrys W/Tail (9) 18 sec	9	2	18
4-7063	Chain	4"	LID	4 Finale Silver Crackling Flower Crossette W/Brocade Tail (9)	9	3	27
4-7068	Chain	4"	DOM	4 Finale God of Wealth Brocade w/Red Strobe Pistil w/Red W	9	3	27
Total 4"							214

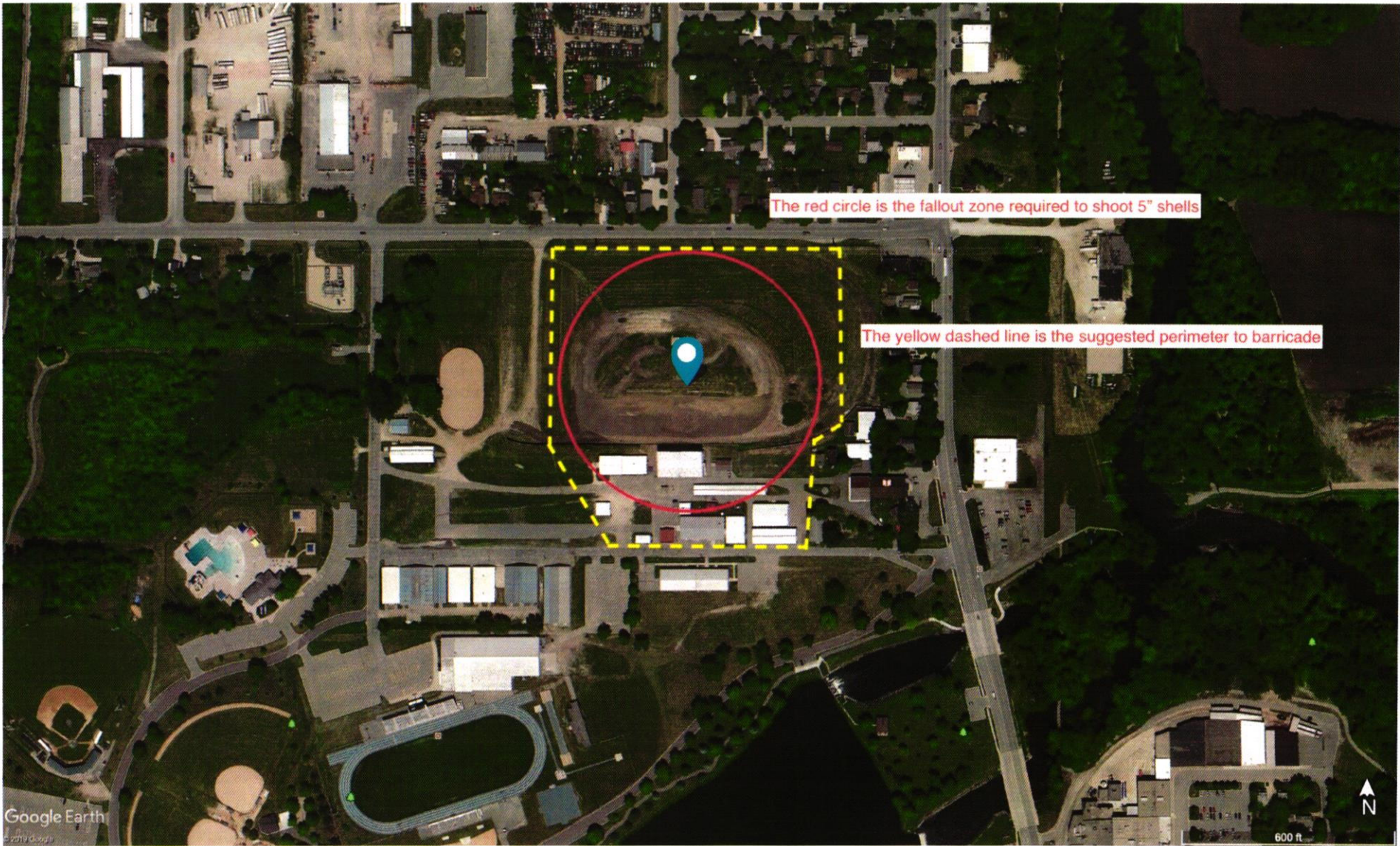
Product ID	Category	Size	Mfg	Description	Shots	Quantity	Shots Ext
5-1081	Shell	5"	LID	Seablue Chrys W/Flashing White Pistil & Silver Tail	1	2	2
5-1082	Shell	5"	LID	Mag Green Chrys W/White Flashing Pistil & Silver Tail	1	2	2
5-1087	Shell	5"	LID	Red White Blue Chrys W/Flashing White Pistil & Silver Tail	1	2	2
5-1570	Shell	5"	LDP	Red Time Rain Flower Wave W/Three Rubgs & Silver Tail - P	1	2	2
5-1573	Shell	5"	DOM	Red & White Chrys Gold Wave W/White Strobe Pistil W/Broc	1	2	2
5-2062	Shell	5"	LID	Magenta To Lemon To Seablue Peony W/Silver Tail	1	2	2
5-2068	Shell	5"	LID	Orange Green Yellow 3 Floor Peony W/Silver Tail	1	2	2
5-2077	Shell	5"	DOM	Red Strobe Peony W/Gold Strobe Pistil W/Red Strobe Tail	1	2	2
5-2085	Shell	5"	LID	Red Dark Grassgreen Peony W/Silver Red Tail	1	2	2
5-3005	Shell	5"	DOM	Purple Peony & Crackling Willow Ring W/Crackling Willow Ta	1	2	2
5-3013	Shell	5"	LID	Cube (Red & Grassgreen) W/Red Tail	1	2	2
5-3016	Shell	5"	LID	Cherry & Seablue Spiral Ring W/Crackling Tail	1	2	2
5-3028	Shell	5"	WOL-VL	Smiley Face	1	2	2
5-3060	Shell	5"	LID	Kamuro Circle W/Red Flashing Pistil & Red Tail	1	2	2
5-3219	Shell	5"	DOM	Brocade Bowtie W/Red Strobe Ring	1	2	2
5-3315	Shell	5"	LID	Half Red To White & Half White To Red W/Silver Tail	1	2	2
5-3342	Shell	5"	LID	Half Magenta To Lemon & Half Lemon To Magenta W/Silver	1	2	2
5-4013	Shell	5"	LID	Tangerine Dahlia W/White Flashing Pistil & Silver Tail	1	2	2
5-4047	Shell	5"	DOM	Colorful Pink Dahlia W/Tail	1	2	2
5-4048	Shell	5"	DOM	Magenta Dahlia W/Lemon Strobe Pistil W/Tail	1	2	2
5-4050	Shell	5"	HUS	Orange To Red Dahlia	1	2	2
5-4052	Shell	5"	DOM	Blue Dahlia W/Red Strobe Pistil W/Tail	1	2	2
5-4054	Shell	5"	DOM	Color Dahlia W/Silver Strobe Pistil W/Tail	1	2	2
5-4065	Shell	5"	DOM	Lemon & Violet Umbrella w/Tail	1	2	2
5-5001	Shell	5"	DOM	White Strobe Peony W/Red Wave Tail	1	2	2
5-5015	Shell	5"	LID	Lemon & Grass Green Peanut	1	2	2
5-5033	Shell	5"	DOM	Golden Strobe W/Blue Dahlia Pistil W/Red Strobe Tail	1	2	2
5-5039	Shell	5"	DOM	Red & White Strobe W/Red Wave Tail	1	2	2
5-5060	Shell	5"	DOM	Special Orange Strobe	1	2	2
5-5071	Shell	5"	HUS	Multicolor Scattering	1	2	2
5-5404	Shell	5"	LID	Flower Crown Crossette W/Silver Tail	1	2	2
5-5405	Shell	5"	LID	Silver Crackling Flower Crossette W/Crackling Tail	1	2	2
5-5408	Shell	5"	LID	New Color Crossette (Pink Seablue Grassgreen Tangerine) W	1	2	2
5-5543	Shell	5"	DOM	Silver to Red Palm Tree w/Red Strobing Pistil & Red Wave	1	2	2
5-5703	Shell	5"	LID	Silver Spider W/Red Tips & Silver Tail	1	2	2
5-5712	Shell	5"	LID	Crackling Spider W/Flashing Red Pistil & Crackling Tail	1	2	2
5-5802	Shell	5"	LID	Glittering Coconut Tree W/Crackling Tail	1	2	2
5-5805	Shell	5"	LID	Silver Time Rain Coconut Tree W/Crackling Tail	1	2	2
5-5816	Shell	5"	LID	Red Crackling Coconut To Gold Crackling Chrys Flower W/C	1	2	2
5-5818	Shell	5"	LID	Purple To Time Rain Coconut Tree W/Silver Tail	1	2	2
5-6020	Shell	5"	LID	Silver Willow W/Cherry Tips & Red Flashing Pistil & Red Tail	1	2	2
5-6027	Shell	5"	LID	Gold Willow W/Purple Tips & Gold Crackling Chrys Pistil & S	1	2	2
5-6034	Shell	5"	LID	Silver Willow W/Green Tips & Red Strobe Pistil & Silver Tail	1	2	2
5-6048	Shell	5"	DOM	Large Gold Willow W/Tail	1	2	2

5-6107	Shell	5"	LID	Brocade Crown To Crackling Willow W/Crackling Tail	1	2	2
5-6109	Shell	5"	LID	Silver To Red To Silver Crown W/Silver Tail	1	2	2
5-6111	Shell	5"	LID	Flower Crown W/Flashing Green Pistil & Silver Tail	1	2	2
5-6132	Shell	5"	LID	Brocade Chrys W/Red To Blue Pistil & Silver Tail	1	2	2
5-6152	Shell	5"	DOM	God Of Wealth Brocade W/Red Strobe Pistil W/Tail	1	2	2
5-6160	Shell	5"	LDP	Brocade Crown To Glittering W/Red Pistil & Silver Tail - Pre	1	2	2
5-6162	Shell	5"	DOM	Green To Brocade Crown Kamuro W/Gold Strobe To Crackle	1	2	2
5-6205	Shell	5"	GLO	Kamuro W/Blinking Pistil & Silver Tail	1	2	2
5-6211	Shell	5"	LID	Twinkle Kamuro W/Flashing Red Pistil & Silver Tail	1	2	2
5-6222	Shell	5"	LID	Kamuro W/White Flashing Pistil & Brocade Tail	1	2	2
5-6233	Shell	5"	DOM	Nishiki Kamuro Niagara Falls	1	2	2
5-6241	Shell	5"	DOM	Gold Orido Nishiki W/Red Strobe Pistil W/Tail	1	2	2
5-6247	Shell	5"	DOM	Red To Brocade Crown Kamuro W/Brocade Tail	1	2	2
5-6250	Shell	5"	DOM	Red Green Blue To Brocade Crown Kamuro W/Brocade Tail	1	2	2
5-6312	Shell	5"	LID	Red Diadem To Crackling W/Blue Pistil & Silver Tail	1	2	2
5-6318	Shell	5"	LID	Brocade Gold Diadem To Purple W/Flashing White Pistil & B	1	2	2
Total 5"							120

Product ID	Category	Size	Mfg	Description	Shots	Quantity	Shots Ext
LDA064	Cake	1"	LID	10X8 Fan Red & Seablue Tail To Crackling Stars (33 Sec)	80	1	80
LDA114	Cake	1"	DOM	100 Shot Z Shape Golden Willow Mine & Blue To Golden Wi	100	1	100
LDA220	Cake	1"	DOM	100 Shot Fan Titanium Salute w/ Crackling Mine to Variegate	100	1	100
LDA252	Cake	1"	LID	10X8 Z Silver Crackling Stars W/Pink & Seablue Tails (25 Se	80	1	80
LDA526	Cake	1"	DOM	100 Shot Z Fan Cake Green Tail Silver Whirlwind To Red Str	100	1	100
LDA635	Cake	1"	LID	300 Shot Fan Whistle/Crackling Mine/Red & Green Star (13-	300	1	300
LDC005-72	Cake	1"	DOM	72 Shot Machine Gun Mixed Peony & Salutes	36	1	36
LDC244-49	Cake	1"	LID	49 Shot Color Chrys W/Whistling Tail (30 Sec)	49	1	49
LDC322-15	Cake	1"	LID	150 Shot New Color Tail To Happy Stars & Crackling Flower	150	1	150
LDC767-49	Cake	1"	DOM	49 Shot Red Crossette	49	1	49
LDD060	Cake	2"	DOM	50 Shot 2in Multicolor Willow W/Tail (55 Sec)	50	1	50
LDD184	Cake	2.5"	DOM	25 Shot 2.5in Multi Color Willow W/Tail (40 Sec)	25	1	25
LDD205	Cake	2"	LID	50 Shot 2in Fresh Color Shells (Alternating) W/Gold Tail (40	50	1	50
LDD465	Cake	2"	DOM	30 Shot 2in Super Crackle Cake W/Tail (7 Sec)	30	1	30
Total Cakes						14	1199

Faribault
July 4, 2024

Maximum Shell Size: 5"
NFPA 1123 Fallout Zone Radius: 350 ft





Spectators & Parking at fairgrounds and surrounding area

 Shoot site

 Fallout zone





DISPLAY CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of March, 2024 between **RES Pyro** hereafter referred to as the SELLER and **City of Faribault** hereafter referred to as the BUYER.

IT IS MUTUALLY AGREED BETWEEN THE SELLER AND THE BUYER AS FOLLOWS:

Service Provided	Outdoor Fireworks Display
Date(s)	Thursday, July 4 th , 2024 (Rain date 7/5/2024)
Time	10:00pm (approximately)
Duration	20-25 minutes (depending on intensity)
Location	Rice County Fairgrounds, Faribault, MN
Event Sponsor	City of Faribault

OBLIGATIONS OF SELLER:

SELLER shall provide all materials, equipment, and personnel necessary to perform the above-mentioned display.

SELLER is required and will comply with NFPA 1123, Code for Outdoor Display of Fireworks, 2018 edition and NFPA 1126, Pyrotechnics before a Proximate Audience, 2016 edition.

SELLER shall provide a Certificate of Liability Insurance in the amount of \$5,000,000.00 to cover the fireworks display and cleanup. BUYER shall be listed as Certificate Holder on the Certificate of Liability Insurance. All individuals/entities listed on the certificate of liability insurance will be deemed an additional insured per this contract.

OBLIGATIONS OF BUYER:

BUYER shall provide a suitable location for firing of the fireworks display.

BUYER shall provide and cover all costs for security of the display site and cleanup beyond the launch area of the display site.

TERMS AND CONDITIONS:

The terms of this agreement shall begin on the day of the signing of this agreement and shall conclude upon the completion of the display. However, if before the date of the scheduled performance, the BUYER has not performed fully its obligations under the terms of this agreement or that the financial credit of the BUYER has been impaired, the SELLER may cancel this agreement at any time.

In the event the BUYER does not perform fully all of its obligations herein, the SELLER shall have the option to perform or refuse to perform hereunder, and in either event the BUYER shall be liable to the SELLER for any damages, compensation or costs incurred including but not limited to attorney and court fees in addition to the compensation herein.

The SELLER shall retain the right to stop or interrupt the display at any time if, in the opinion of the SELLER, conditions have become unsafe. In event of rain, fireworks may be rescheduled at a mutually agreeable date.

PAYMENT:

Contracted amount: \$20,000.00 inclusive of sales tax, if applicable.

Contracted amount includes fire watch and permit fee.

All payments shall be paid by BUYER to and in the name of RES Pyro in the form of a company check, certified bank check, money order, or cash.

CANCELLATION:

In the event the BUYER cancels this agreement any time during the contract period, the SELLER shall be entitled to and receive 20% of the contracted fee for the remainder of the contract period plus compensation for any pre- and post-production costs incurred.

THIS AGREEMENT is the whole agreement of the parties above named. No representation inducement or agreement has been given by one to the other to enter into this agreement other than expressly set forth herein. This agreement shall not be altered, modified, or amended except in writing by a duly authorized officer of each party.

IN WITNESS WHEREOF, the parties hereunto set their names on the day and year listed below.

CONTRACT VALID WHEN SIGNED BY AUTHORIZED PERSONS.

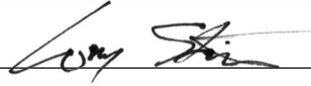
BUYER: _____

SELLER: Cory Stinar - RES Pyro

Title: _____

Title: Director of Services

Signature: _____

Signature: 

Date: _____

Date: 3/6/2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: March 12, 2024
SUBJECT: Approve Professional Engineering and Related Services Proposal for Faribault 2024 Water and Sewer Utility Improvements Proposal to Provide Design Technical Assistance

Background:

The City's capital improvement plan includes the replacement and construction of four watermain and one sanitary sewer main that, due to their location and surrounding conditions, require specialized construction. The five project locations are shown on the attached map. The five projects include (1) the replacement of the watermain on the west side of TH 21 from White Sands Trail Head to Bradley Road, and (2) replacing the watermain along the Grandstay and Crossroads buildings adjacent to both TH 21 and TH 3, each with significant break history. Also included is (3) extending the watermain from the Crossroads building to 17th Street NW, as well as (4) watermain extensions to serve the Jennie-O plant from 13th Street NW to 7th Avenue NW. Both (3) and (4) provide looped systems to reduce the chances of system disruptions for the Crossroads building and Jennie-O. The sanitary sewer main (5) is proposed to be extended under TH 21 to serve a currently un-served area.

The City has solicited a proposal for professional engineering and related services from Stantec to provide design and permitting assistance for this project on the specialty construction items. City staff will complete a majority of the design plans and still provide construction inspection services. Funding for these services will be from the respective project funds which are funded through the corresponding utility enterprise funds (601 and 602).

Recommendation:

Approve Professional Engineering and Related Services Proposal for Faribault 2024 Water and Sewer Utility Improvements to Provide Design Technical Assistance with Stantec

Attachments:

1. Faribault 2024 Utility Improvement Technical Assistance Letter Proposal



Stantec Consulting Services Inc.
3800 Highway 52 North, Suite 130
Rochester MN 55901
Tel: (507) 282-2100

February 27, 2024

Mark DuChene – Director of Engineering
City of Faribault
1200 Belview Trail
Faribault, MN 55021

Reference: **Faribault 2024 Water and Sewer Utility Improvements
Proposal to Provide Design Technical Assistance**

The City of Faribault has identified five utility improvements that it intends to design, publicly bid, and construct in the summer and fall of 2024. The five water and sewer utility improvements are generally illustrated in the attached figures provided by the city. The water system improvements include four improvement areas covering approximately 5,500 to 6,000 feet and are generally intended to replace deteriorating water main that is prone to breaks or to eliminate dead end segments of existing watermain and strengthen the Faribault's water distribution system. The proposed sanitary sewer system improvement includes a 350 to 400-foot extension of existing sanitary sewer main and is intended to expand the sewer system service area.

The planned utility improvements are complicated by numerous constraints and challenges including a river crossing, trunk highway crossings, existing topographic constraints, possible utility conflicts, agency jurisdictional issues, and the desire to minimize construction impacts through the use of trenchless technology where feasible. Due to the aforementioned design and construction challenges, Faribault has requested Stantec provide technical assistance to facilitate the City's design, permitting, and preparation of bidding documents for the proposed utility improvements.

Engineering Services

We have discussed this project with City staff on two occasions and consulted with various members of our municipal design services team to develop a detailed work plan for this project. Enclosed is our Project Work Plan which includes a proposed project scope, work tasks and estimated hours, associated project assumptions and estimated reimbursable expenses for your information. The project work plan breaks the project work tasks down into three elements.

These elements include:

1. Project Management, Coordination & Permitting Assistance
2. Preliminary Engineering Report and Construction Cost Estimate
3. Review of Final Design and Bidding Document Preparation



Reference: Faribault 2024 Water and Sewer Utility Improvements

Compensation and Schedule

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete the work detailed in our scope of services on an hourly rate basis, not to exceed \$33,670 plus reimbursable expenses estimated at \$201 for a total estimated fee of \$33,871. All of Stantec's work will be completed in accordance with the terms and conditions attached to this letter proposal. Upon acceptance of this proposal and notification to proceed from the City of Faribault, we will initiate work on the proposed tasks as described in the Work Plan. We will advance the project work based upon the City's desire to be able to bid the project in July 2024. Should you have any questions or concerns, please feel free to contact me at (507) 529-6036.

Regards,

STANTEC CONSULTING SERVICES INC.

Joseph C. Palen, PE

Principal

Phone: (507) 529-6036

Joseph.palen@stantec.com

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

This proposal is accepted and agreed on the ____ day of _____, 2024.

Per: City of Faribault

Tim Murray

Faribault City Administrator

Signature

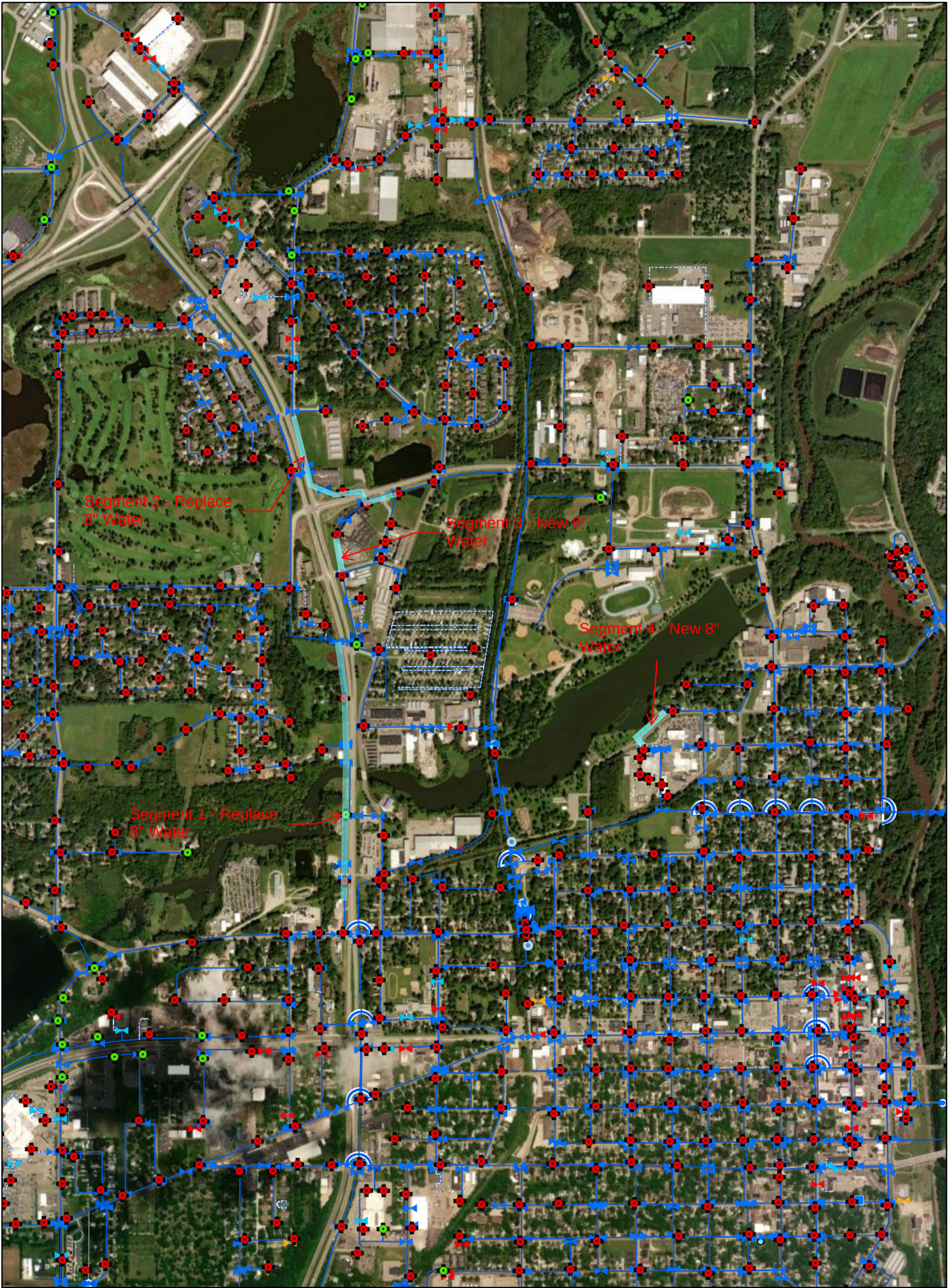


City of Faribault
2024 Water and Sewer Utility Improvements
Work Plan for Design Technical Assistance
Summary of Work Tasks, Estimated Hours and Fees

Major Tasks	Project Manager	Senior Engineer	Design Engineer	Clerical	Total Hours	Cost
Task 1: Project Management, Coordination, and Permitting Assistance	40	8	8	2	58	\$11,416.00
Task 2: Preliminary Engineering Report and Construction Cost Estimate	36	10	22		68	\$12,874.00
Task 3: Review of Final Design and Bidding Document Preparation	32	4	12		48	\$9,380.00
Labor Hours Subtotal (Hourly - Not to Exceed)	108	22	42	2	174	\$33,670.00
Average Hourly Rates 2024	\$212.00	\$181.00	\$156.00	\$120.00		
Reimbursable Expenses						
Mileage						\$201.00
2024 Water and Sewer Utility Improvements Technical Assistance Estimated Hourly Fee =						\$33,871.00

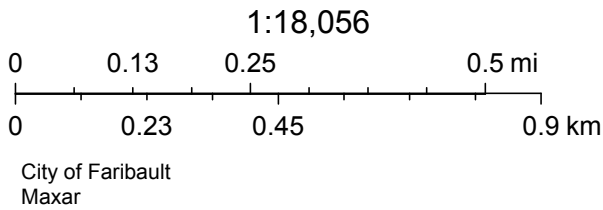
 Stantec City of Faribault Design, Bidding Document Preparation and Construction Services Support					
Tasks	Project Manager	Senior Engineer	Design Engineer	Clerical	Total Hours
Task 1: Project Management, Coordination, and Permitting Assistance					
Assumptions:					
~ Stantec Project Management task is intended for the design and construction plan production phase of the project (~5 months - March through July 2024).					
1.1 - Project setup and management including Safe Work Plan and internal project management tasks.	4			2	6
1.2 - Meet with Faribault City Staff to review utility design status, comments on construction plans and bidding document, estimated construction costs and risks, agency permitting concerns, and project schedule. Stantec will prepare for and conduct three coordination meetings with City Staff via Teams and two in person coordination meetings in Faribault. In person coordination meetings include walking utility improvement corridor with City Staff to assess topographic mapping completeness, observed construction constraints, anticipated construction impacts, and construction risks.	22	8	2		32
1.3 - Assist the City in soliciting soil borings and preparation of a geotechnical report for the proposed utility improvements. As part of this task, Stantec will mark up City preliminary engineering plans with recommendations regarding proposed soil boring locations, depths, boring method and materials sampling / testing. Stantec will also prepare a draft request for proposal detailing the soil boring and geotechnical report requirements for City review and use.	6		2		8
1.4 - Agency permit assistance. Provide Faribault staff with assistance with project permitting including coordination with MnDOT, MnDNR and MDH.	8		4		12
Total Task 1:	40	8	8	2	58
Task 2: Preliminary Engineering Report and Construction Cost Estimate					
Assumptions:					
~ City Staff will provide preliminary construction plans (30 to 50% level) of proposed watermain and sanitary sewer improvements in plan / profile format and including in-place utilities and topographic mapping.					
2.1 - Stantec to review City provided preliminary utility plan / profile sheets and incorporate sheets into a Preliminary Engineering Report. The Preliminary Engineering Report will include:					
~ Brief discussion of each of the proposed five utility improvements.	4				4
~ Construction plan sheet review comments and recommendations of utility design & construction for City consideration. Construction plans / comments will be incorporated into / used as the report figures.	8	4	4		16
~ Identify and discuss utility construction constraints, risks and options to mitigate identified risks. Correspondence with Contractors to discuss constructability issues and costs.	8	4			12
~ Discuss most suitable construction techniques for each utility improvement and associated pros and cons.	4				4
~ Preliminary itemized construction cost estimate for each utility improvement utilizing the recommended construction technique.	8	2	16		26
~ Summary of report conclusions and recommendations for proposed utility construction alignments, profiles, construction techniques and development of final construction plans and bidding comments for City Staff consideration.	4		2		6
Total Task 2:	36	10	22		68
Task 3: Review of Final Design and Bidding Document Preparation					
Assumptions:					
~ City Staff will provide 90% construction plans, bidding documents, geotechnical report, bid items / quantities, and technical specifications for the proposed watermain and sanitary sewer improvements for Stantec review and comment.					
3.1 - Stantec to review City provided 90% construction plans, bidding documents, geotechnical report, and technical specifications of proposed watermain and sanitary sewer improvements. Stantec review comments shall be redlined on construction plans and recommendations summarized in a memo to Faribault.	16	4	8		28
3.2 - Prepare technical specifications for the use of trenchless technology to construct proposed utility improvements. Faribault City staff will incorporate Stantec technical specification into bidding documents.	8				8
3.3 - Review and update itemized construction cost estimate for each utility improvement utilizing the construction quantities provided by City Staff.	4		4		8
3.4 Stantec will support City staff during the bidding and construction phase of the project.	4				4
Total Task 3:	32	4	12		48

Viewer Map

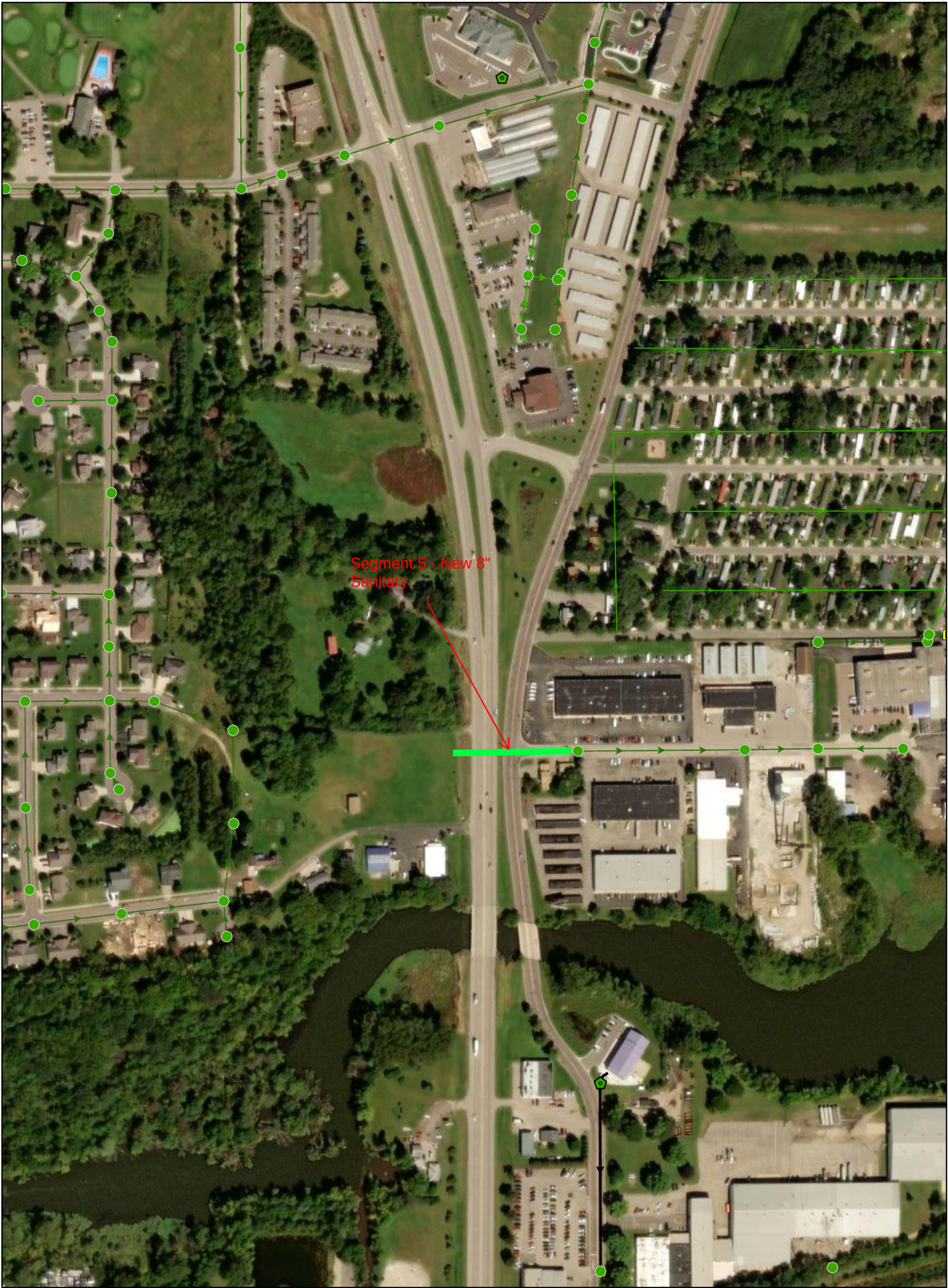


February 13, 2024

- | | | |
|-----------------------------|---------------|-----------------|
| Water Main Non Intersection | Water Plug | Service Valve |
| Water Main | Water Pump | Valve |
| In Service | Relief Valve | Valve Manhole |
| Abandoned | Water Station | Curb Stop |
| Private Water Main | Meter Manhole | Unknown |
| High Pressure Zone | Water Valve | Hydrant |
| Wells | Closed | Hydrant |
| Water Reservoir | Fire Valve | Plugged Hydrant |



Viewer Map



February 13, 2024

Sanitary Sewer Force Main

Forcemain/Treatment Forcemain

Sanitary Pipe

Collector Gravity Main

Interceptor Gravity Main

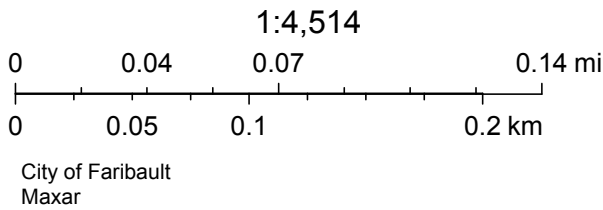
Private Sanitary Pipe

Sanitary Cleanout

Sanitary Manhole

Sanitary Lift Station

In Service





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: March 12, 2024
SUBJECT: Approve Quote with Five Star Telecom for Camera/Router Installation

Background:

On October 10, 2023, the City Council approved Resolution 2023-187 authorizing the Police Department to receive \$300,000 in grant funds from the Bureau of Justice Assistance (BJA) to implement a violence reduction program. In the grant application, the Department budgeted approximately \$100,000 for the purchase of 13 public safety cameras and Wi-Fi routers. Unknowingly, the estimate for purchase did not include the cost of installation, so these funds were not accounted for within the grant budget and subsequent award.

The Department is seeking to use Public Safety Aid funds to pay for the installation of the grant-funded cameras and Wi-Fi routers. The attached quote, with a total cost of \$19,243.93, covers installation by Five Star Telecom.

Recommendation:

Approve Installation Quote from Five Star Telecom

Attachments:

1. Quote - 27911 - City of Faribault CameraRouter Installation (1)

Five Star Telecom Inc.

Phone: 608.796-9088

Fax: 608.519-3599

5136 Mormon Coulee Rd

La Crosse, WI 54601

**Quote**No.: **27911**Date: **2/13/2024**

Prepared for:
Ben Mueller (507) 209-3543
City of Faribault
208 1st Avenue NW
Faribault, MN 55021 U.S.A.

Prepared by: Andy Smith
Account No.: 8389
Phone: (507) 334-2222

Quantity	Item ID	Description	UOM
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Installation of Remote Street and Parking Lot Cameras

8	277009	Junction Box 12" X 12" X 6" Grey
40	NM1/2	1/2" Liquatite
24	NMLT50	1/2" NM Straight Liq Connector
13	566-135-003	Category 6 Patch Cord 3 ft Black Non-Booted
	Non - Booted	
13	566-135-005	Category 6 Patch Cord 5 ft Black Non-Booted
	Non - Booted	
13	FS2BLANK	2 Gang Waterproof PVC Blank Box Cover
13	FSHUBLESS2G	2 Gang PVC WP FS Hubless Box
6	0816/5I	10.10Z GRAY RTV SILICONE SEALANT
20	88693	.05 oz. Silicone Grease Tube
2.00	79016J	10-16 X 1" Hex Washer Head Tek Screw (100/Pack)
5	B52SHGALV10	13/16 X 1-5/8" 12 GA Galv Slotted Unistrut 10'
50	HHCS3/8X2	#5 HEXHD Cap Screw HHCS3/8 X 2
50	N228ZN	Spring Nut, 3/8"-16 Thread, 3/8" Nut
1	FST-ProService-001	Five Star Telecom Professional Installation and Service Support

Complete Installation and TestingYour Price: **\$19,243.93****Total:** **\$19,243.93**

Prices are firm until 3/14/2024

Terms: 50% on Signing, 40% on Delivery, 10% on Completion

Prepared by: Andy Smith, asmith@5startel.com**Date:** 2/13/2024

Job Scope

1. ****New Location**** Creamery Parking Lot
 - A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.
 - B. Installation of customer provided Cradlepoint.
 - C. Installation of customer provided POE Injector.
 - D. Installation of customer provided CH52 Multi Sensor camera.
 - E. Installation of customer provided camera mounting hardware.

****Please Note**** customer to supply constant power for the new box and power supply.
2. ****New Location**** 1st Avenue NW and 3rd St NW
 - A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.
 - B. Installation of customer provided Cradlepoint.
 - C. Installation of customer provided POE Injector.
 - D. Installation of customer provided CH52 Multi Sensor camera.
 - E. Installation of customer provided camera mounting hardware.

****Please Note**** customer to supply constant power for the new box and power supply.
3. Existing Location - Central Ave and 3rd St NW
 - A. Swap existing Arecont camera with new Verkada CH52 Muti Sensor Camera.
 - B. Installation of customer provided Cradlepoint.
 - C. Installation of customer provided POE Injector.
 - D. Installation of customer provided CH52 Multi Sensor camera.
 - E. Installation of customer provided camera mounting hardware.
4. Existing Location - Burkhart Meyer - 2nd St NW and Central Ave
 - A. Swap existing Arecont camera with new Verkada CH52 Muti Sensor Camera.
 - B. Installation of customer provided Cradlepoint.
 - C. Installation of customer provided POE Injector.
 - D. Installation of customer provided CH52 Multi Sensor camera.
 - E. Installation of customer provided camera mounting hardware.
5. Existing Location - Southeast Corner of Central Ave and Division Street
 - A. Swap existing Arecont camera with new Verkada CH52 Muti Sensor Camera.
 - B. Installation of customer provided Cradlepoint.
 - C. Installation of customer provided POE Injector.
 - D. Installation of customer provided CH52 Multi Sensor camera.
 - E. Installation of customer provided camera mounting hardware.
6. Existing Location - Redemption Parking Lot
 - A. Move existing camera location up the pole to above the current foliage, leaving the existing box in place, just move the camera.
 - B. Swap existing Arecont camera with new Verkada CH52 Muti Sensor Camera.
 - C. Installation of customer provided Cradlepoint.
 - D. Installation of customer provided POE Injector.
 - E. Installation of customer provided CH52 Multi Sensor camera.
 - F. Installation of customer provided camera mounting hardware.
7. Existing Location - NE Corner of 4th St and Central Ave
 - A. Swap existing Arecont camera with new Verkada CH52 Muti Sensor Camera.
 - B. Installation of customer provided Cradlepoint.
 - C. Installation of customer provided POE Injector.
 - D. Installation of customer provided CH52 Multi Sensor camera.
 - E. Installation of customer provided camera mounting hardware.
8. ****New Location**** - SW Corner of 4th St and Central Ave
 - A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.
 - B. Installation of customer provided Cradlepoint.
 - C. Installation of customer provided POE Injector.
 - D. Installation of customer provided CH52 Multi Sensor camera.
 - E. Installation of customer provided camera mounting hardware.

****Please Note**** customer to supply constant power for the new box and power supply.
9. ****New Location**** - SW Corner of 5th St and Central Ave
 - A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.

- B. Installation of customer provided Cradlepoint.
- C. Installation of customer provided POE Injector.
- D. Installation of customer provided CH52 Multi Sensor camera.
- E. Installation of customer provided camera mounting hardware.
- **Please Note**** customer to supply constant power for the new box and power supply.

10. ****New Location**** - Lot 9

- A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.
- B. Installation of customer provided Cradlepoint.
- C. Installation of customer provided POE Injector.
- D. Installation of customer provided CH52 Multi Sensor camera.
- E. Installation of customer provided camera mounting hardware.
- **Please Note**** customer to supply constant power for the new box and power supply.

11. ****New Location**** - Lot 9

- A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.
- B. Installation of customer provided Cradlepoint.
- C. Installation of customer provided POE Injector.
- D. Installation of customer provided CB52 Bullet camera.
- E. Installation of customer provided camera mounting hardware.
- **Please Note**** customer to supply constant power for the new box and power supply.

12. ****New Location**** - Lot 15

- A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.
- B. Installation of customer provided Cradlepoint.
- C. Installation of customer provided POE Injector.
- D. Installation of customer provided CH52 Multi Sensor camera.
- E. Installation of customer provided camera mounting hardware.
- **Please Note**** customer to supply constant power for the new box and power supply.

13. ****New Location**** - Lot 18 Hour / 10,000 Drops

- A. Installation of a new 12 x 12 x 6 Box mounted on the existing light pole.
- B. Installation of customer provided Cradlepoint.
- C. Installation of customer provided POE Injector.
- D. Installation of customer provided CH52 Multi Sensor camera.
- E. Installation of customer provided camera mounting hardware.
- **Please Note**** customer to supply constant power for the new box and power supply.

14. Complete installation, testing and camera comissioning

Accepted by: _____ **Date:** _____

Disclaimer

The above price, specifications and conditions are satisfactory. You are authorized to do the work described, payment will be made as indicated above. Cancellation of this proposal once accepted as an order is subject to restocking charges of 15% of contract price. Seller shall not be liable for failure to deliver due to strikes, casualty, loss or delay of carriers of suppliers. Unless Specified otherwise on proposal, all new products are warranted to be free from defects in material and workmanship for one year following date of installation. Defective equipment will be repaired or replaced at Five Star Telecom's option without charge during normal working hours. (Normal workday 8:00 A.M. – 4:30 P.M. Monday-Friday excluding Holidays.) Any service performed after hours shall be subject to a minimum of 2 hour labor charge and overtime rates of time and a half. This warranty does not apply to equipment subject to misuse, abuse, tampering, negligence, accidents, unsuitable electrical conditions, lightning, or forces of nature. Any call for service not directly caused by the failure of equipment provided by Five Star Telecom shall be subject to service charges. Equipment moved or serviced by anyone other than an authorized Five Star Telecom representative shall void warranty. This agreement bears interest on any unpaid balance at the rate of 18% per year



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: March 12, 2024
SUBJECT: Approve Employee Tuition Reimbursement Agreement

Background:

Within the personnel policies of the City, there is an opportunity for employees to take part in tuition reimbursement for classes that can better them in their current position or for promotion within their department. Currently, one employee, Library Technician Derek Herauf, has requested to take part in the tuition reimbursement program for years 2024 through 2026. He would be eligible, per the program guidelines, for an amount not to exceed \$2,500 per credit taken over that time. This amount has been budgeted and is consistent with previous agreements.

Staff is recommending the approval of the tuition reimbursement agreement with Derek Herauf, as per the agreement attached.

Recommendation:

Approve employee tuition reimbursement agreement.

Attachments:

1. Derek Herauf Education Agreement 2024

CITY OF FARIBAULT AGREEMENT WITH REGARDS TO CONTINUING EDUCATION

This agreement made this 12th day of March, 2024, by and between the City of Faribault, hereinafter referred to as CITY, and Derek Herauf an employee of the City of Faribault, hereinafter referred to as EMPLOYEE.

Whereas, both parties wish to clearly lay out in writing their rights and responsibilities with respect to a continuing education program,

NOW THEREFORE, IT IS AGREED:

PAYMENT OF TUITION:

1. The CITY shall pay directly to EMPLOYEE the sum of, no greater than, \$2,500 for each credit to cover all tuition and books required for the Library Science program for years 2024 through 2026.
2. Said payment shall continue for each of the classes of the Library Science program provided that the EMPLOYEE satisfactorily completes each class as demonstrated by the receipt of a "passing grade" for each class. For purposes of this agreement, "passing grade" is defined as a grade of "C" (or equivalent) or better.

REPAYMENT PROVISION:

1. General. The EMPLOYEE recognizes full payment of continuing education costs by the CITY to be contingent upon both satisfactory completion of each class, and the continuation of employment with the CITY.
2. Completion of Classes. The EMPLOYEE shall submit to the CITY a copy of an official transcript showing satisfactory completion of the most recently attended class prior to requesting payment for the next class. Should said grade not demonstrate satisfactory completion, (i.e. an incomplete or grade lower than a "C" or equivalent) the EMPLOYEE shall have a period of one (1) year to obtain a passing grade on said class or be required to repay to the CITY the full cost of tuition and books for said class. Any additional costs incurred to obtain a passing grade for such a course shall be the sole responsibility of the EMPLOYEE.
3. Termination of Employment. Should the EMPLOYEE satisfactorily complete all or a portion of required program classes, but chooses to terminate employment with the CITY within two (2) years from the date of the most recently completed class. Employee shall be required to repay to the CITY 100% of said tuition costs.
4. Method of Repayment. Should the EMPLOYEE be required to repay the continuing education costs as noted above, the EMPLOYEE shall be given notice of such event by the CITY and given thirty (30) days from the date of said notice to make payment. If said payment is not made within thirty (30) days, the CITY shall have the right to withhold amount due from any form of EMPLOYEE compensation payments including biweekly pay, vacation benefits, or sick leave/severance benefits.

THE CITY AND EMPLOYEE FURTHER AGREE:

That this agreement shall be binding on both parties and shall not be amended in any form without the written consent of both parties.

Timothy C. Murray
City Administrator

Derek Herauf
Employee

Kevin F. Voracek
Mayor of Faribault

STATE OF MINNESOTA
COUNTY OF RICE

Subscribed and sworn before me this _____ day of _____.

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: March 12, 2024
SUBJECT: Approve Professional Engineering and Related Services Proposal for Straight River Trail - Deer Bridge In-Depth Inspection

Background:

On October 24, 2023, the City Council approved a professional services proposal from Stantec for the inspection of 11 City-owned bridges, as shown on the attached map, that are not part of the City's mandatory routine bridge inspection program. A copy of that bridge inspection report is attached. One of the bridge inspections for the Deer Bridge, which is located on the Straight River bike trail east of Willow Street near the Faribault Gymnastics Center, recommended a more in-depth bridge inspection due to a past fire on the bridge structure and documented wood decay of some of the bridge members. Attached is a proposal from Stantec for a further in-depth inspection which will determine a safe load rating for the bridge in its current state as well as provide an inspection report and repair recommendation summary. This is an unbudgeted expense and will be funded by the Park Improvement Fund (404).

Pending approval and results of the Deer Bridge inspection, City Staff plans to review all the bridge inspection results with the Council at a later work session and will use the reports as guidance as future capital improvement plans are developed.

Recommendation:

Approve Professional Engineering and Related Services Proposal for Straight River Trail - Deer Bridge In-Depth Inspection with Stantec

Attachments:

1. Report_Faribault_Pedestrian Bridge Inspections_2-5-2024
2. Proposal_Faribault_2024_Deer Bridge In-Depth Inspection
3. MOOG Specifications



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

January 31, 2024

Project/File: 193806673

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

Dear Mark,

Reference: 2023 Pedestrian Bridge Inspections

The City of Faribault requested inspection services for 11 pedestrian bridges on the Faribault trail system. Stantec complete the inspections on Tuesday, November 21st.

Bridge inspections were conducted to create a baseline record of the existing condition for each bridge with observations made from the deck and ground levels. Each bridge was evaluated for deterioration, structural integrity, and safety to the public. It is our understanding the 11 bridges have no previous inspections on record.

Stantec strongly recommends implementing a comprehensive inspection program for your trail bridges, with regular inspection intervals of at least every two years. This proactive approach aims to maintain the safety and structural integrity of your infrastructure. Regular inspections provide a timely assessment of potential damage, deterioration, or unsafe conditions, allowing for prompt maintenance or repairs.

Summaries of the bridge inspections and recommendations are provided in the table below. Detailed inspection findings, maintenance recommendations, and inspection photos are provided in the attached inspection reports.

Bridge Name	Inspection Summary
Dog Park Bridge	The bridge is in good condition. No critical deficiencies or serious safety hazards were observed.
Sakatah Bridge	The bridge is in satisfactory condition with minor or isolated deterioration. No critical deficiencies or serious safety hazards were observed.
Cannon River Bridge 1	The bridge is in serious condition due to significant deterioration of the timber columns at Piers 2-4. Closure of the bridge to vehicle traffic and further evaluation of the timber columns and their capacity to safely carry the design loads is recommended. This bridge is scheduled to be removed in 2027.

Cannon River Bridge 2	The bridge is in serious condition due to significant deterioration of the timber columns at Piers 2-7. Closure of the bridge to vehicle traffic and further evaluation of the timber columns and their capacity to safely carry the design loads is recommended. This bridge is scheduled to be removed in 2027.
Deer Bridge	The bridge is in serious condition due to significant decay and section loss observed in the timber beams. Due to the height of the bridge, a full inspection was not possible. Closure of the bridge to vehicle traffic and an in-depth inspection and analysis of the bridge is recommended.
Teepee Tonka Bridge	The bridge is in good condition. No critical deficiencies or serious safety hazards were observed.
Dairy Lane Truss Bridge	The bridge is in good condition. No critical deficiencies or serious safety hazards were observed.
Dairy Lane Concrete Bridge 1	The bridge is in poor condition due to failure of the southwest wingwall and advanced deterioration of the center wall. The bridge should be closely monitored for further deterioration, but action is not required at this time. No serious safety hazards were observed.
Dairy Lane Concrete Bridge 2	The bridge is in fair condition with minor or isolated deterioration. No critical deficiencies or serious safety hazards were observed.
Cherry Trail Bridge	The bridge is in serious condition due to significant deterioration of a column at Pier 2. Closure of the bridge is recommended until repair or replacement.
Turtle Pond Bridge	The bridge is in good condition. No critical deficiencies or serious safety hazards were observed. The center wall

Reference: 2023 Faribault Pedestrian Bridge Inspections

Thank you for considering us to provide inspection services for your trail bridges and contributing to the safety and well-being of your community. If you have any questions regarding the inspection findings or recommendations, please give Joe or me a call.

Best regards,

STANTEC CONSULTING SERVICES INC.



Michael Leonard P.E.

Bridge Engineer

Phone: 612-712-2080

michael.leonard@stantec.com



Joe Palen P.E.

Principal

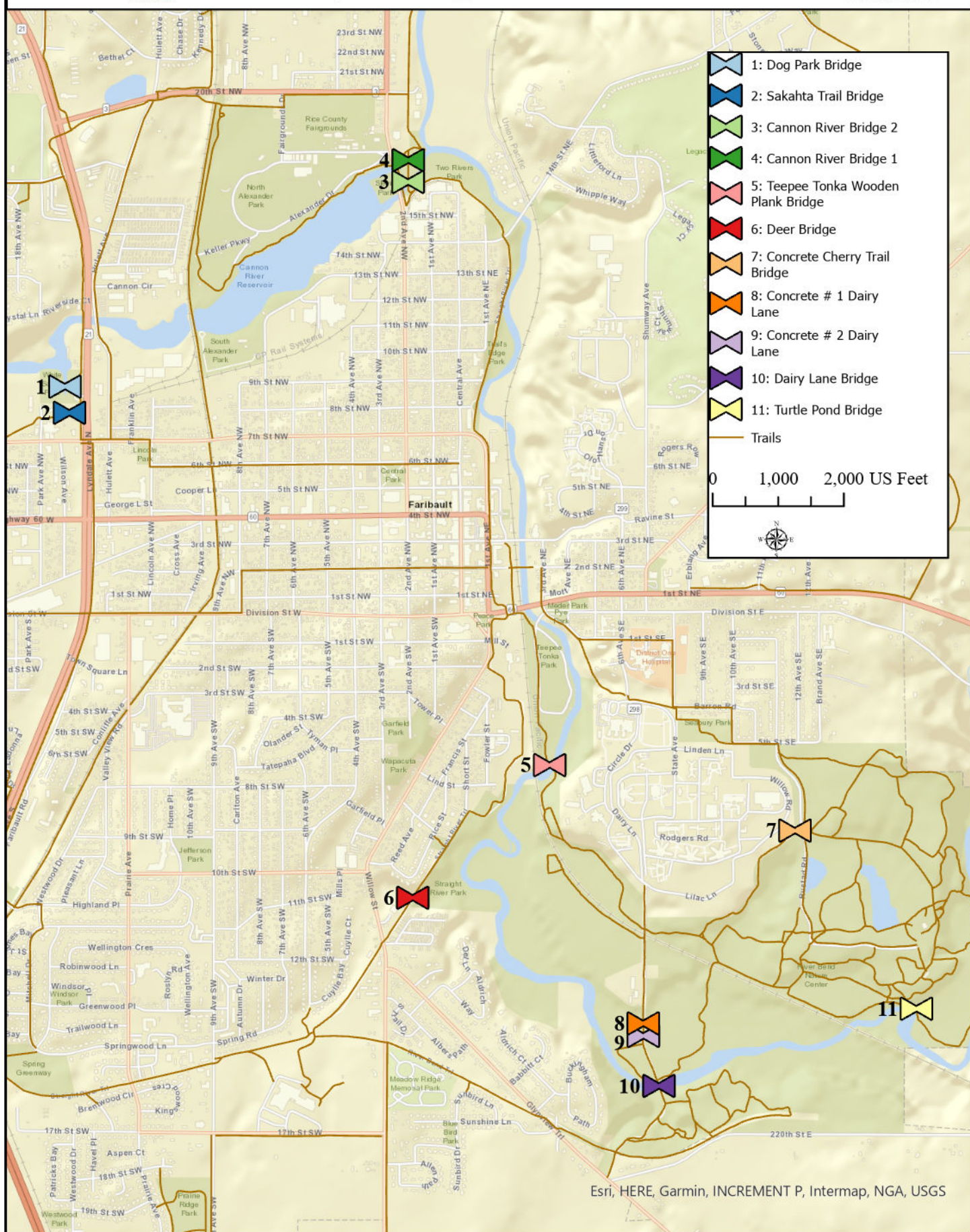
Phone: 507-529-6036

joseph.palen@stantec.com



October 2023

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data affecting the property shown, and is to be used for information purposes only. While all geographic data may appear to be very accurate, the spatial data may contain systematic or deliberate inaccuracies (including but not limited to vector-scale inaccuracies, which may or may not be identified as such). In using the data, you accept responsibility for the consistency of all measurements, dimensions, bearings, etc. extracted from this data.



INSPECTION REPORT

Trail Name: White Sands Trail

Spans Over: Creek

Main Span Type: Reinforced Concrete Beam

Span Orientation: West to East

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in good condition. No critical deficiencies or safety hazards were observed.

Superstructure

Description: Single span, (3) reinforced concrete beams.

Inspection Observations: The concrete beams are in good condition.

- No significant defects observed.

Deck

Description: Reinforced concrete deck with stay-in-place steel forms

Inspection Observations: The concrete deck is in good condition.

- The concrete deck wear surface is generally in good condition with minor weathering observed.
- A large spall at the northeast corner measures 4"W x 24"L x 6"D has exposed the rail end post anchorage. No exposed reinforcement observed.
- The expansion joints are up to 1" wide and filled with sediment. Minor edge spalling is observed.
- Stay-in-place steel forms along the underside is in good condition with isolated spots of chalking and surface corrosion.

INSPECTION REPORT

Rail

Description: Galvanized steel rail with painted chain link fencing. Rail Height = 38.5"

Inspection Observations: The rail is secure and in good condition.

- The steel rail exhibits isolated areas of surface corrosion throughout. Spalling at the northeast corner of the deck has exposed the anchorage and bottom of the northeast rail end post which exhibits corrosion with minor section loss.
- The painted chain link fence exhibits isolated areas of paint chips.

Substructure

Description: Reinforced concrete abutments

Inspection Observations: The reinforced concrete abutments are in good condition.

- The concrete abutments seats exhibit moderate sediment build up. Observable areas of concrete abutments are in good condition with no significant defects.

Approach Pathway

Description: Concrete sidewalk at west approach, bituminous sidewalk at east approach. Gates at east and west approaches to control access to dog park.

Inspection Observations: Approach sidewalks are in good condition.

- The sidewalks at each approach are in good condition with no significant defects.
- The gates are in good condition and functioning as intended.

Slopes and Slope Protection

Description: Natural ground

Inspection Observations: Slopes are generally in good condition.

- Slopes are bare under the bridge but well vegetated elsewhere. Minor erosion along the southeast corner of the east abutment.

INSPECTION REPORT

Maintenance Recommendations

1. Repair spalling at northeast corner of the bridge deck and replace exposed and corroded rail end post.
 - **Timeline/Frequency:** 2 years
 - **Priority:** Medium
2. Remove sediment buildup at east and west abutment seats.
 - **Timeline/Frequency:** 1 year
 - **Priority:** Low

INSPECTION REPORT

Inspection Photos



General elevation looking north



General elevation looking south

INSPECTION REPORT



East approach gate, looking west



Bridge deck looking east

INSPECTION REPORT



Bridge rail looking southeast



Spall with exposed rail end post anchorage at northeast corner

INSPECTION REPORT



General superstructure looking west



West abutment

INSPECTION REPORT



East abutment

INSPECTION REPORT

Trail Name: Sakatah Singing Hills Trail

Spans Over: Creek

Main Span Type: Timber Beam

Span Orientation: West to East

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in satisfactory condition. No critical deficiencies or safety hazards were observed.

Superstructure

Description: Seven spans, (8) sawn timber beams (primary) supporting sawn timber floor beams (secondary).

Inspection Observations: Overall, the timber superstructure is in satisfactory condition. Isolated defects in primary members, moderate to severe decay throughout secondary members.

- Horizontal splitting of the north exterior beam, Beam 8, with ~10% penetration for 5 linear feet in Span 2 adjacent to Pier 1. Minor plant growth on beam surfaces observed.
- All timber floor beams exhibit minor to moderate splitting and checking at beam ends with minor plant growth observed.
- Two floor beams in Span 3 exhibit severe rot and decay with approximately 50% section loss observed adjacent to Pier 2.

Deck

Description: Timber plank deck

Inspection Observations: The timber deck is in good condition. No significant defects observed.

- The timber deck is in good condition with minor weathering throughout.

INSPECTION REPORT**Rail**

Description: Galvanized steel chain link fencing on timber curb. Rail Height = 51"

Inspection Observations: Overall, the rail is satisfactory condition with an isolated failure.

- The base plate connection for the fence end post at the northwest corner has failed and the post is hanging freely.
- Galvanized surface exhibits minor chalking throughout, no corrosion observed.
- The timber curb exhibits minor surface checking.

Substructure

Description: Sawn timber pier caps supported by timber piles.

Inspection Observations: Overall, the timber substructure is in fair condition. Decay and section loss in timber piles.

- Timber piles at wingwalls exhibit severe section loss and decay.
- Pier piles exhibit surface checks with up to 10% penetration.
- At Pier 3, piles 2, 3, and 4 from south exhibit decay near stream bottom with section loss of up to 15%.
- Timber pier caps exhibit end checks and plant growth. Plant growth along top of pier 2 cap at north end.

Slopes and Slope Protection

Description: Natural ground

Inspection Observations: Slopes are generally in good condition.

- Slopes are bare under the bridge near abutments but well vegetated elsewhere.

Approach Pathway

Description: Bituminous pavement trail at west and east approaches.

Inspection Observations: Approach pavement is in good condition.

- No significant defects observed.

Bridge Signs

Description: End markers at each approach corner. "Stop Ahead" signs at southwest approach corner.

Inspection Observations: Overall, the signs are in fair condition.

- End markers are in good condition with minor fading and graffiti.
- "Stop Ahead" sign is in fair condition with moderate fading but is still legible.

INSPECTION REPORT

Maintenance Recommendations

1. Repair rail end post connection at northwest corner of bridge.
 - **Timeline:** 1 year
 - **Priority:** Medium
2. Remove plants growing on top of timber pier caps.
 - **Timeline:** 1 year
 - **Priority:** Medium
3. Monitor section loss in timber piles and floor beams.
 - **Frequency:** 2 years
 - **Priority:** Medium

INSPECTION REPORT

Inspection Photos



General elevation looking south



General elevation looking north

INSPECTION REPORT



Sakatah Trail looking east



Sakatah Trail and bridge deck looking west

INSPECTION REPORT



Rail end post at northwest corner with failed connection



West abutment

INSPECTION REPORT



General superstructure, Span 2, looking south



General superstructure, Span 2, looking west

INSPECTION REPORT



Horizontal split in Beam 8 at Pier 1, looking west



Typical end checks and splitting of timber floor beams

INSPECTION REPORT



Severe decay and section loss to two floor beams at Span 3, Pier 2



Pier 3 looking southwest

INSPECTION REPORT



Moderate decay and section loss at pile 2, Pier 3, looking east



East abutment

INSPECTION REPORT



Severe decay and section loss at southeast wingwall pile, typical at all wingwall piles



Plant growing from top of Pier 3 timber pier cap, north side, looking down

INSPECTION REPORT

Trail Name: Straight River Trail

Spans Over: Cannon River

Main Span Type: Timber Beam

Span Orientation: South to North

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in poor condition mostly controlled by the condition of the timber piers. The timber columns at Piers 2-4 are in serious condition. Further deterioration of the timber columns or excessive loads could affect the structural integrity of the bridge.

Superstructure

Description: Six spans, (8) sawn timber beams (primary) supporting sawn timber floor beams (secondary).

Inspection Observations: Overall, the timber superstructure is in satisfactory condition. Isolated defects in primary members, moderate decay throughout secondary members.

- Timber beams exhibit minor weathering and surface checks.
- All timber floor beams exhibit minor to moderate splitting and checking at beam ends with minor plant growth observed.

Deck

Description: Timber plank deck

Inspection Observations: The timber deck is in good condition. No significant defects observed.

- The timber deck is in good condition with minor weathering throughout.

INSPECTION REPORT

Rail

Description: Galvanized steel chain link fencing on timber curb. Rail Height = 51"

Inspection Observations: Overall, the rail is satisfactory condition with isolated failures.

- The chain-link fence is damaged at the northeast corner with a hole measuring 2'L x 1'H Galvanized surface exhibits minor cracking throughout, no corrosion observed.
- The timber curb is damaged at the southwest corner which has caused to fence post anchor to become loose.

Substructure

Description: Sawn timber pier caps supported by timber piles at Abutments and Piers 1 and 5. Piers 2-4 are supported by timber columns resting on combination timber/concrete footings.

Inspection Observations: Overall, the timber substructure is in poor condition. Severe decay and section loss in timber piles, especially at Piers 2-4.

- Timber Abutments are in good condition with minor weathering and surface checks of timber backboards. Minor erosion and undermining of soil at both Abutments.
- Timber piles at the South Abutment, North Abutment, Pier 1, and Pier 5 are in good condition with minor surface checks with penetration up to 5%.
- The southwest wingwall is tilting approximately 20 degrees from vertical and is no longer functional.
- Timber columns at Piers 2-4 are in severe condition and exhibit significant to severe section loss varying between 10%-75% at the base. Evidence of crushing was not observed. Timber columns are supported by a sawn timber footing resting on a concrete foundation. The timber footings exhibit significant to severe section loss varying between 10%-75% of the cross section along the length. Concrete foundations are in good condition with minor surface weathering and abrasion.
- Timber pile caps are in fair condition and exhibit end checks and plant growth. Plant growth along top of pile caps at Piers 2 and 4 at west ends.

Slopes and Slope Protection

Description: Natural ground

Inspection Observations: Slopes are generally in good condition.

- Slopes are bare under the bridge near abutments but well vegetated elsewhere. Minor erosion along timber abutments and wingwalls.

INSPECTION REPORT

Approach Pathway

Description: Bituminous pavement trail at south and north approaches.

Inspection Observations: Approach pavement is in fair condition.

- Settlement of the approach pavement at the northeast corner of the bridge deck measuring 2'L x 4"W x 3"D.

Bridge Signs

Description: No Snowmobiles sign posted at northwest corner of the bridge.

Inspection Observations: Overall, the signs are in good condition.

- No significant defects.

Bridge Attachments

Description: Waterline runs along the bridge between beams 4 and 5. High-voltage utility line runs along west fascia beam. Unknown if utilities are active.

Inspection Observations: Overall, the utilities appear in good condition.

- No significant defects observed. High-Voltage line should be removed from the bridge.

INSPECTION REPORT

Maintenance Recommendations

1. Consider closing the bridge during winter and high flow seasons of the Cannon River. Bridge should be closed to all vehicle traffic including maintenance vehicles. If the bridge is to remain open, additional in-depth inspection, testing, and analysis of the timber piles is recommended.
 - **Timeline:** 1 month
 - **Priority:** High
2. Consider reinspection of the timber columns at Piers 2-4 on a bi-annual basis if bridge remains open to pedestrians.
 - **Frequency:** 6 months
 - **Priority:** High
3. Consider removal of High-Voltage utility line attached to west fascia beam.
 - **Frequency:** 6 months
 - **Priority:** High
4. Repair damaged curb and loose rail post connection at southwest corner of bridge.
 - **Timeline:** 1 year
 - **Priority:** Medium

INSPECTION REPORT

Inspection Photos



General elevation looking west

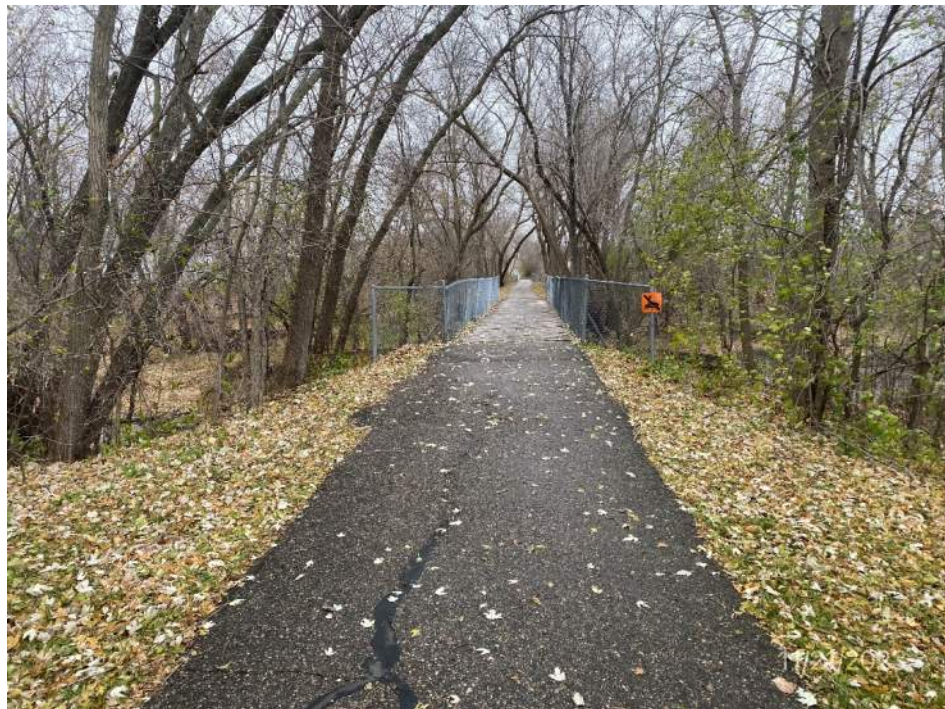


General elevation looking east

INSPECTION REPORT



Straight River Trail looking north



Straight River Trail looking south

INSPECTION REPORT



Bridge deck looking south



Settlement of approach pavement at north approach

INSPECTION REPORT



Damaged timber curb and loose rail post connection at southwest corner



South abutment

INSPECTION REPORT



Span 1 looking east with High-Voltage Utility line



General superstructure at Span 4, looking southeast

INSPECTION REPORT



Pier 1 looking southeast

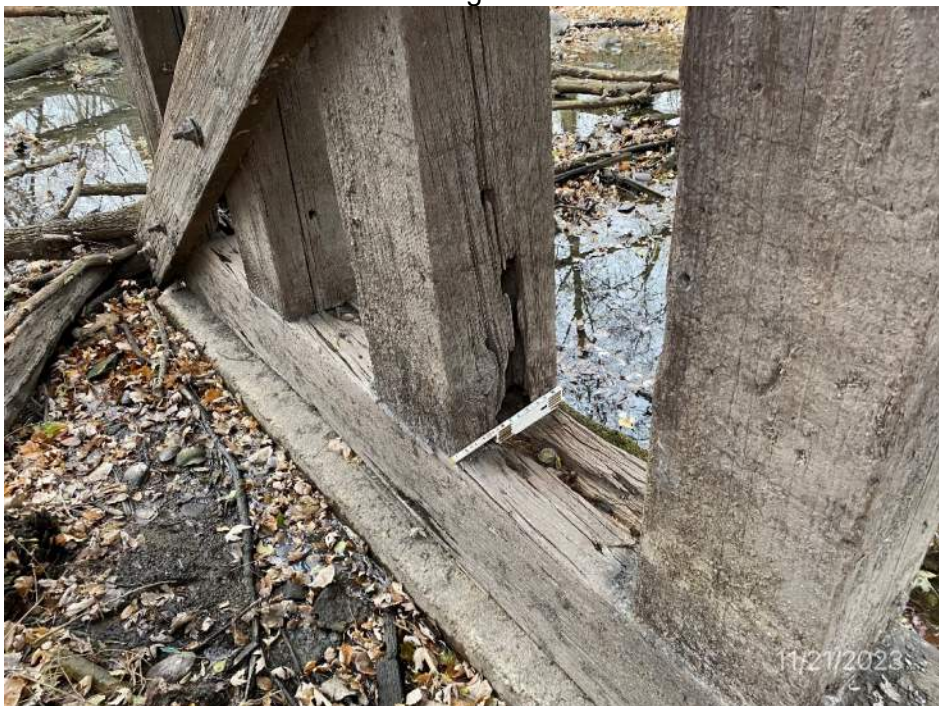


Pier 2 looking northeast

INSPECTION REPORT



Severe decay and section loss at base of timber columns and timber footing at Pier 2, looking north



Severe decay and section loss at base of timber columns and timber footing of Pier 2, looking northwest

INSPECTION REPORT



Pier 3 looking south



Severe decay and section loss to bottom of 2nd timber column from west at Pier 3

INSPECTION REPORT



Pier 4 looking north



Pier 4 looking southwest

INSPECTION REPORT



Severe decay and section loss at west timber column at Pier 4, looking west



Pier 5 looking northwest

INSPECTION REPORT



North abutment



Typical end checks, splits, and decay to timber floor beams

INSPECTION REPORT

Trail Name: Straight River Trail

Spans Over: Cannon River

Main Span Type: Timber Beam

Span Orientation: South to North

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in poor condition, mostly controlled by the condition of the timber piers. Further deterioration of the timber piles or excessive loads could affect the structural integrity of the bridge.

Superstructure

Description: Nine spans, (8) sawn timber beams (primary) supporting sawn timber floor beams (secondary).

Inspection Observations: Overall, the timber superstructure is in satisfactory condition. Isolated defects in primary members, moderate decay throughout secondary members.

- Timber beams exhibit minor weathering and surface checks.
- All timber floor beams exhibit minor to moderate splitting and checking at beam ends with minor plant growth observed.

Deck

Description: Timber plank deck

Inspection Observations: The timber deck is in fair condition.

- General weathering of the deck planks throughout.
- Four deck planks near midspan exhibit decay and section loss up to 50% of the plank depth at the plank edges which can pose a tripping hazard.

INSPECTION REPORT

Rail

Description: Galvanized steel chain link fencing on timber curb. Rail Height = 51"

Inspection Observations: Overall, the rail is satisfactory condition with isolated failures.

- Galvanized surface exhibits minor chalking throughout, with isolated areas of surface corrosion, especially at connection hardware.
- Damaged timber curb at southwest corner of bridge has caused a loose connection with the rail post anchorage.

Substructure

Description: Sawn timber pier caps supported by timber piles.

Inspection Observations: Overall, the timber substructure is in poor condition. Moderate to severe decay and section loss in timber piles, especially at Piers 2-7.

- Timber abutments are in satisfactory condition with minor weathering and surface checks of timber backboards. Horizontal splits and decay affecting less than 5% of member area at timber abutment caps at South Abutment. Timber pile cap at North Abutment exhibits decay and section loss up to ~10% of the member section at the west side.
- Timber piles at the South Abutment, North Abutment, Pier 1, and Pier 8 are in fair condition with surface checks with penetration up to 10%.
- Pier 4 is leaning out of vertical by an estimated 5 degrees to the north.
- Timber columns at Piers 2-7 are in poor condition and exhibit moderate to severe section loss varying between an estimated 10%-50% at the base. Evidence of crushing was not observed. Unable to observe bottom 1-2' of timber columns at Piers 2-7 due to water levels.
- Timber pier caps are in fair condition and exhibit horizontal splits, end checks, and minor to moderate decay and section loss.

Slopes and Slope Protection

Description: Natural ground. Riprap slope protection at north abutment slope.

Inspection Observations: Slopes are generally in good condition.

- Slopes are bare under the bridge near abutments but well vegetated elsewhere. Minor erosion along timber abutments and wingwalls.

INSPECTION REPORT

Approach Pathway

Description: Bituminous pavement trail at south and north approaches.

Inspection Observations: Approach pavement is in fair condition.

- Settlement of the approach pavement at the northeast corner of the bridge deck measuring 18"L x 4"W x 3.5"D which poses a tripping hazard.

Bridge Signs

Description: No Snowmobiles sign posted at southwest corner of the bridge.

Inspection Observations: Overall, the sign is in fair condition.

- The sign is faded with bubbling of the decal along the top edge.

Bridge Attachments

Description: Waterline runs along the bridge between beams 4 and 5. High-voltage utility line runs along west fascia beam. Unknown if utilities are active.

Inspection Observations: Overall, the attachments appear in good condition.

- No significant defects observed. High-Voltage line should be removed from the bridge.

INSPECTION REPORT

Maintenance Recommendations

1. Consider closing the bridge during winter and high flow seasons of the Cannon River. Bridge should be closed to all vehicle traffic including maintenance vehicles. If the bridge is to remain open, additional in-depth inspection, testing, and analysis of the timber piles is recommended.
 - **Timeline:** 1 year
 - **Priority:** High
2. Consider reinspection of the timber columns at Piers 2-6 on a bi-annual basis if the bridge remains open to pedestrians.
 - **Frequency:** 6 months
 - **Priority:** High
3. Consider removal of High-Voltage utility line attached to west fascia beam.
 - **Timeline:** 6 months
 - **Priority:** High
4. Repair damaged curb and loose rail post connection at southwest corner of bridge.
 - **Timeline:** 1 year
 - **Priority:** Medium
5. Repair settled bituminous pavement at northeast corner of the bridge to remove tripping hazard.
 - **Timeline:** 1 year
 - **Priority:** Medium
6. Replace decaying timber deck planks.
 - **Timeline:** 1 year
 - **Priority:** Medium

INSPECTION REPORT

Inspection Photos



General elevation looking west



General elevation looking east

INSPECTION REPORT



Straight River Trail looking north



Straight River Trail looking south

INSPECTION REPORT



Decay and section loss in timber deck planks near midspan, looking south



Settlement of approach pavement at northeast corner

INSPECTION REPORT



Damaged timber curb and loose rail post connection at southwest corner



South abutment

INSPECTION REPORT



Pier 1 looking southeast



Span 2 superstructure looking east with High-Voltage Utility line

INSPECTION REPORT



Pier 2 looking northeast



Decay and section loss at Pier 2, west timber pile

INSPECTION REPORT



Pier 3 looking north



Span 4 and Pier 4 looking west

INSPECTION REPORT



Pier 5 looking south



Severe decay and section loss to bottom of timber columns 4, 5, and 6 from west at Pier 6

INSPECTION REPORT



Piers 7 and 8 looking east



North abutment

INSPECTION REPORT



Decay and section loss to top of north abutment pile cap, looking east

INSPECTION REPORT

Trail Name: Straight River Trail**Spans Over:** Creek**Main Span Type:** Timber Beam**Span Orientation:** South to North**Year Built:** Unknown**Date of Inspection:** 11/21/2023**Inspection By:** Stantec**Inspection Team Lead:** Michael Leonard, PE**Assistant Inspector:** Prekshi Khanna

Inspection Summary

Overall, the bridge is in poor condition, mostly controlled by the condition of the timber beams. Due to the height of the bridge, a close-up inspection was not possible of spans 2-6. Due to fire damage and charring of the timber members, it is difficult to fully assess the condition of these members without further in-depth inspection and testing. Closure of the bridge to vehicle traffic until an in-depth inspection and analysis of the capacity is completed is recommended.

Superstructure

Description: Seven spans, (6) sawn timber beams (primary) supporting sawn timber floor beams (secondary).

Inspection Observations: Overall, the timber superstructure is in poor condition. Fire damage observed to all timber beams with areas of severe decay and section loss observed. Due to the height of the bridge and charring of the timber members, a full assessment of the timber beam conditions was not possible. Timber floor beams appear new and are in good condition.

- Timber beams exhibit fire damage with charring of the exterior surface throughout.
- Beam 1 exhibits horizontal crack at mid-height of the beam along the west face in Spans 4 and 5.
- Beam 2, Span 7 exhibits decay and section loss of approximately 10% along the bottom of the beam, full length.
- Beam 3, Span 1 exhibits severe decay and section loss at Pier 1. Unable to obtain measurements due to the height of the pier.
- Beam 4, Span 1 exhibits severe decay and section loss of up to 75% of the member cross section for 4' measured from the south abutment.
- Beam 6 exhibits severe decay and section loss of an estimated 75% of the member cross section along all of span 7. Wide horizontal crack observed along the east face of

INSPECTION REPORT

the beam at mid height for the entire length of the bridge. It is likely that the beam is severely decayed along the entire length of the bridge.

- Steel bearing plates at abutments exhibit surface corrosion and flaking rust throughout. Due to the fire damage and decay, the bearing anchors are likely no longer secure.
- Timber floor beams appear new and are in good condition.

Deck

Description: Timber plank deck

Inspection Observations: The timber deck is in good condition.

- General weathering of the deck planks throughout.

Rail

Description: Timber rail on timber curb. Rail Height = 50"

Inspection Observations: Overall, the rail is satisfactory condition with isolated failures.

- 2nd rail plank from the bottom is missing between posts 2-4 at the southeast corner of the bridge.
- Minor impact damage to timber curb corners.

Substructure

Description: Sawn timber pier caps supported by timber piles.

Inspection Observations: Overall, the timber substructure is in poor condition. Fire damage affecting all piers and abutments. Due to the height of the piers and charring of the timber surface, an accurate assessment of the pier conditions was not possible.

- Timber abutments backwalls are in fair condition. Fire damage to the abutment backwalls with weathering, and plant growth observed.
- Abutment pile caps are in poor condition. Fire damage has caused charring and decay and section loss of approximately 25% to the abutment pile caps.
- Timber piers are in poor condition. Fire damage and charring of the timber members observed.

Slopes and Slope Protection

Description: Natural ground.

Inspection Observations: Slopes are generally in fair condition.

- Slopes are bare under the bridge near abutments but well vegetated elsewhere. Minor erosion along timber abutments and wingwalls.

INSPECTION REPORT

Approach Pathway

Description: Bituminous pavement trail at south and north approaches. Approach rail consisting of chain link fence and timber posts.

Inspection Observations: Approach pavement is in good condition. The approach rail is in satisfactory condition with isolated failures.

- No significant defects to the approach pavement.
- Impact damage to the approach rail end post at the northwest corner of the bridge. Post is leaning approximately 2' out of vertical.

Maintenance Recommendations

1. Consider closing the bridge to vehicle traffic. An in-depth inspection, testing, and analysis of all timber beams and substructure units is recommended.
 - **Timeline:** 1 year
 - **Priority:** High
2. Replace missing rail planks at southeast corner of the bridge.
 - **Timeline:** 1 year
 - **Priority:** Medium
3. Replace damaged approach rail end post at the northwest corner of the bridge.
 - **Timeline:** 1 year
 - **Priority:** Medium

INSPECTION REPORT

Inspection Photos



General elevation looking east



General elevation looking west

INSPECTION REPORT



Straight River Trail looking north



Straight River Trail looking south

INSPECTION REPORT



Timber deck near south approach



Missing rail planks at southeast corner of the bridge

INSPECTION REPORT



South Abutment



Severe decay and section loss to Beam 4 near South Abutment.

INSPECTION REPORT



Span 1 looking north. Severe decay and section loss to Beam 3 at Pier 1



Pier 1 looking north

INSPECTION REPORT



Pier 2 looking northeast



Span 2 superstructure looking east

INSPECTION REPORT



Piers 2 and 3 looking west



Pier 4 looking north

INSPECTION REPORT



Pier 5 looking southwest



Pier 6 looking southwest

INSPECTION REPORT



North Abutment



Decay and section loss to North Abutment pile cap at east end

INSPECTION REPORT



Decay and section loss to bottom of Beam 2 in Span 7, looking east

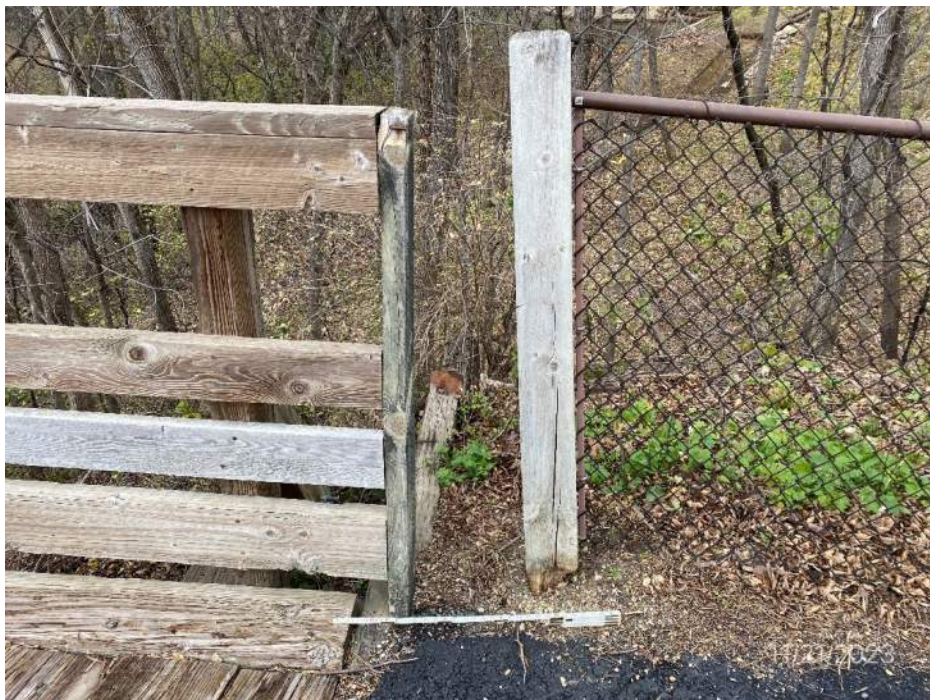


Severe decay and section loss to Beam 6 at North Abutment, looking north

INSPECTION REPORT



Severe decay and section loss along Beam 6 in Span 7, looking south



Impact damage to approach rail end post at northwest corner of bridge

INSPECTION REPORT

Trail Name: River Bend Trail

Spans Over: Straight River

Main Span Type: Steel Truss

Span Orientation: South to North

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in good condition. No critical deficiencies or serious safety hazards observed.

Superstructure

Description: Single span weathering steel truss.

Inspection Observations: Overall, the steel truss is in good condition.

- The steel truss is in good condition with minor impact damage to the west exterior, longitudinal channel.

Deck

Description: Timber plank deck

Inspection Observations: The timber deck is in good condition.

- General weathering of the deck planks throughout. Plank 15 from the south approach is no longer securely attached.

Rail

Description: Steel rail.

Inspection Observations: Overall, the rail is satisfactory condition with isolated failures.

- Broken diagonal on the west rail, 5th bay from the south.

INSPECTION REPORT

Substructure

Description: Reinforced concrete abutments.

Inspection Observations: Overall, the abutments are in satisfactory condition.

- General weathering and exposure of coarse aggregate along concrete surface.
- Minor undermining up to 10" back under the south and north abutments.

Slopes and Slope Protection

Description: Natural ground.

Inspection Observations: Slopes are in fair condition.

- Erosion at the southeast abutment corner is beginning to encroach on the gravel trail.

Approach Pathway

Description: Gravel trail.

Inspection Observations: Approach trail is in fair condition.

- Settlement of the gravel trail up to 2.5" at the north abutment poses a tripping hazard.

Maintenance Recommendations

1. Regrade gravel path at north approach to eliminate tripping hazard.
 - **Timeline:** 1 year
 - **Priority:** Medium
2. Regrade embankment at southeast abutment corner and add slope protection to prevent further erosion into the trail.
 - **Timeline:** 1 year
 - **Priority:** Medium
3. Reattach 15th timber deck plank from the south approach.
 - **Timeline:** 1 year
 - **Priority:** Low

INSPECTION REPORT

Inspection Photos



General elevation looking west



General elevation looking east

INSPECTION REPORT



River Bend Trail looking north



River Bend Trail looking south

INSPECTION REPORT



General condition of timber deck



Broken rail diagonal along west rail, 5th bay from the south

INSPECTION REPORT



South Abutment



General superstructure looking north

INSPECTION REPORT



Minor impact damage to west exterior channel, looking south



North abutment

INSPECTION REPORT



Erosion at southeast abutment corner



Settlement of trail at north abutment

INSPECTION REPORT

Trail Name: Dairy Lane Trail

Spans Over: Straight River

Main Span Type: Steel Truss

Span Orientation: South to North

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in good condition. No critical deficiencies or serious safety hazards observed.

Superstructure

Description: Single span weathering steel truss with timber stringers.

Inspection Observations: Overall, the steel truss is in good condition.

- No significant defects observed to the steel truss.
- Timber stringers exhibit water staining and minor plant growth.

Deck

Description: Timber plank deck

Inspection Observations: The timber deck is in good condition.

- No significant defects observed.

Rail

Description: Steel rail.

Inspection Observations: Overall, the rail is good condition.

- No significant defects observed.

INSPECTION REPORT

Substructure

Description: Reinforced concrete abutments.

Inspection Observations: Overall, the abutments are in satisfactory condition.

- General weathering, scaling, and exposure of coarse aggregate along concrete surface.

Slopes and Slope Protection

Description: Natural ground.

Inspection Observations: Slopes are in fair condition.

- Moderate erosion behind each wingwall. Erosion is not encroaching on trail.

Approach Pathway

Description: Gravel trail.

Inspection Observations: Approach gravel trail is in good condition.

- No significant defects observed.

Bridge Attachments

Description: Steel gates with "Stop" sign attached at each end of bridge.

Inspection Observations: Gates are in good condition.

- Chipping of the rail paint with surface corrosion of underlying steel.
- Graffiti on Stop signs but signs are still legible.

Maintenance Recommendations

1. Monitor erosion behind wingwalls.
 - **Frequency:** 1 year
 - **Priority:** Medium

INSPECTION REPORT

Inspection Photos



General elevation looking east



General elevation looking west

INSPECTION REPORT



Dairy Lane Trail looking north



Dairy Lane Trail looking south

INSPECTION REPORT



Timber deck and steel rail looking southwest



South Abutment

INSPECTION REPORT



Southeast wingwall



North Abutment and General Superstructure looking north

INSPECTION REPORT



Erosion behind northeast wingwall

INSPECTION REPORT

Trail Name: Dairy Lane Trail

Spans Over: Creek/Pond

Main Span Type: Concrete Box Culvert

Span Orientation: South to North

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in poor condition. No critical deficiencies or serious safety hazards observed.

Superstructure

Description: Two-cell reinforced concrete box culvert.

Inspection Observations: Overall, the concrete culvert is in poor condition.

- Spalling with exposed reinforcement with surface corrosion in south cell at west edge.
- Center wall is damaged at east and west side with large amounts of exposed reinforcement. Spalling along the entire center wall along the waterline with exposed reinforcement.
- Weathering and large spalls along the bottom of the north and south walls with exposed reinforcement.
- Southwest wingwall has broken away from bridge and is resting in the creek/pond. Spalling with exposed reinforcement along the bottom of the other three wingwalls.

Deck

Description: Top of reinforced concrete box culvert.

Inspection Observations: The reinforced concrete slab is covered in gravel.

- Unable to inspect top of box culvert.

INSPECTION REPORT

Rail

Description: Reinforced concrete barrier.

Inspection Observations: Overall, the barrier is fair condition.

- Moderate weathering of the concrete surface with exposed large aggregate.

Slopes and Slope Protection

Description: Natural ground.

Inspection Observations: Slopes are in fair condition.

- Moderate erosion behind each wingwall.

Approach Pathway

Description: Gravel trail.

Inspection Observations: Approach gravel trail is in good condition.

- No significant defects observed.

Maintenance Recommendations

1. Remove broken southwest wingwall. Install slope protection to prevent erosion of the slope behind this wingwall.
 - a. **Timeline:** 1 year
 - b. **Priority:** Medium

INSPECTION REPORT

Inspection Photos



General elevation looking west
(unable to photograph elevation looking east due to steep slopes)



Dairy Lane Trail looking north

INSPECTION REPORT



Dairy Lane Trail looking south



East concrete barrier

INSPECTION REPORT



Spall with exposed reinforcement in south cell looking east



South culvert wall

INSPECTION REPORT



Damaged center wall with large spalls and exposed reinforcement, looking northeast



Broken wingwall at southwest corner

INSPECTION REPORT



Large spall with exposed reinforcement at east side of center wall, looking west



Northeast wingwall

INSPECTION REPORT

Trail Name: Dairy Lane Trail

Spans Over: Creek/Pond

Main Span Type: Concrete Box Culvert

Span Orientation: South to North

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in fair condition. No critical deficiencies or serious safety hazards observed.

Superstructure

Description: Single cell reinforced concrete box culvert.

Inspection Observations: Overall, the concrete culvert is in fair condition.

- Delamination of the concrete along the middle of the slab. Minor spall with exposed reinforcement.
- Minor cracks with efflorescence in concrete haunches at cell walls.
- Culvert walls are in fair condition with general weathering, scaling, and exposure of coarse aggregate along concrete surface. Large spalls and scaling up to 2" deep along the bottom of the culvert walls at the waterline.

Deck

Description: Reinforced concrete slab.

Inspection Observations: The reinforced concrete slab is covered in gravel.

- Unable to inspect top surface of concrete box culvert.

INSPECTION REPORT

Rail

Description: Reinforced concrete barrier.

Inspection Observations: Overall, the barriers are in fair condition.

- Moderate weathering of the concrete surface with exposed large aggregate.

Slopes and Slope Protection

Description: Natural ground.

Inspection Observations: Slopes are in fair condition.

- Moderate erosion behind each wingwall.

Approach Pathway

Description: Gravel trail.

Inspection Observations: Approach gravel trail is in good condition.

- No significant defects observed.

Maintenance Recommendations

No maintenance recommendations.

INSPECTION REPORT

Inspection Photos



General elevation looking west
(unable to take east elevation photo due to steep slopes)



Dairy Lane Trail looking north

INSPECTION REPORT



Dairy Lane Trail looking south



East concrete barrier

INSPECTION REPORT



Concrete culvert looking southwest



North culvert wall

INSPECTION REPORT



South culvert wall

INSPECTION REPORT

Trail Name: Cherry Trail

Spans Over: Drainage

Main Span Type: Concrete Slab

Span Orientation: West to East

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in poor condition. North column at pier 2 is severely damaged. Closure of the bridge is recommended until repair or replacement.

Superstructure

Description: (5) Spans, Reinforced concrete slab.

Inspection Observations: Overall, the concrete slab is in fair condition.

- Concrete slabs exhibit approximate 1" of deflection at center of each span.
- Water infiltration and cracking with efflorescence observed in each span.
- Large spall measuring 3'L x 6"W x 3"D along north edge of deck at pier 2 with exposed and corroded reinforcement.

Rail

Description: Steel rail.

Inspection Observations: Overall, the rail is in poor condition.

- Missing top section of the steel rail at the northeast corner of the bridge.

INSPECTION REPORT

Substructure

Description: Reinforced concrete abutments and concrete pier columns.

Inspection Observations: Overall, the abutments are in good condition. Concrete piers are in fair to severe condition.

- The west and east abutments are in good condition with no significant defects observed.
- Pier 2 from the west is in severe condition. The north column exhibits large spalls with exposed reinforcement and risks breaking away from the pier. Large cracks with significant efflorescence built up throughout.
- Piers 1, 3, and 4 are in fair condition with wide cracks with significant efflorescence built up.

Slopes and Slope Protection

Description: Natural ground.

Inspection Observations: Slopes are in good condition.

- No significant defects observed.

Approach Pathway

Description: Gravel trail.

Inspection Observations: Approach pathway is in good condition.

- No significant defects observed.

Maintenance Recommendations

1. Consider closing the bridge until repair or replacement.
 - **Timeline:** 1 month
 - **Priority:** High

INSPECTION REPORT

Inspection Photos



General elevation looking north



General elevation looking southeast

INSPECTION REPORT



Cherry Trail looking west



Cherry Trail looking east

INSPECTION REPORT



Bridge deck with missing rail section at northeast corner of bridge, looking northwest



West Abutment

INSPECTION REPORT



Span 2 superstructure looking northwest, typical at other spans



Pier 1 looking east

INSPECTION REPORT



Pier 2 looking east



Damaged north column and slab at Pier 2, looking south

INSPECTION REPORT



Damaged north column and slab at Pier 2, looking southwest



Pier 2, north column looking east

INSPECTION REPORT



Pier 2 looking west



Pier 3 looking east

INSPECTION REPORT



Pier 4 looking east



East Abutment

INSPECTION REPORT

Trail Name: Trout Lily Trail

Spans Over: Turtle Pond

Main Span Type: Steel Truss

Span Orientation: South to North

Year Built: Unknown

Date of Inspection: 11/21/2023

Inspection By: Stantec

Inspection Team Lead: Michael Leonard, PE

Assistant Inspector: Prekshi Khanna



Inspection Summary

Overall, the bridge is in good condition. No critical deficiencies or serious safety hazards observed.

Superstructure

Description: Single span weathering steel truss.

Inspection Observations: Overall, the steel truss is in good condition.

- No significant defects observed.

Deck

Description: Timber plank deck.

Inspection Observations: The timber deck is in fair condition.

- General weathering of the deck planks throughout. Plank 18 from the south exhibits decay with a 4" diameter hole loss near the center of the plank.

Rail

Description: Steel rail.

Inspection Observations: Overall, the rail is in good condition.

- No significant defects observed.

INSPECTION REPORT

Substructure

Description: Reinforced concrete abutments.

Inspection Observations: Overall, the abutments are in fair condition.

- The south abutment has settled significantly at the southeast corner but appears stable. Spider cracking throughout the abutment surface. The truss was leveled with a tall steel tube bearing at the southeast corner.
- The north abutment is in good condition.

Slopes and Slope Protection

Description: Natural ground.

Inspection Observations: Slopes are in good condition.

- No significant defects observed.

Approach Pathway

Description: Gravel trail. Timber retaining wall at southeast corner of bridge.

Inspection Observations: Approach pathway is in good condition.

- No significant defects observed.

Maintenance Recommendations

1. Replace 18th timber deck plank from the south approach.
 - **Timeline:** 1 year
 - **Priority:** Medium

INSPECTION REPORT

Inspection Photos



General elevation looking east



General elevation looking west

INSPECTION REPORT



Trout Lily Trail looking south



Trout Lily Trail looking north

INSPECTION REPORT



Timber deck looking south



Damaged timber plank, 18th from the south

INSPECTION REPORT



South Abutment



Bearing at southeast abutment corner

INSPECTION REPORT



General superstructure looking south



North abutment

INSPECTION REPORT



Timber retaining wall at southeast corner



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

February 21, 2023

Project/File: 193885255

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

Dear Mark,

Reference: Faribault – Deer Bridge In-Depth Inspection

A routine inspection of the Deer Bridge was conducted on November 11th, 2023. During this inspection, significant deterioration of the timber beams was observed. The inspection was conducted from ground level and a full inspection of every span could not be completed. The City of Faribault is requesting In-Depth inspection services for the Deer Pedestrian bridge along the Straight River Trail system. Stantec's proposal to complete an In-Depth Inspection of the bridge is outlined below.

1.1 BASIC SERVICES

1.1.1 IN-DEPTH INSPECTION

Stantec will conduct an in-depth inspection to determine the full extent of the deterioration of the timber beams and piers. Accessing the timber beams will require the use of SPRAT certified climbers or a MnDOT MOOG scaffolding inspection trailer to safely access and assess the timber beams and piers in each span.

Measurements, photos, and documentation of the condition the bridge will be recorded with enough detail to conduct a load rating of the bridge as outlined below.

If there are any critical findings or safety hazards, the City will be immediately notified, and measures will be implemented in collaboration with the City as appropriate.

1.1.1.1 Inspection Assumptions and Limitations

The inspection will be conducted using a MOOG scaffolding inspection trailer owned and operated by MnDOT. The MOOG can be requested for use by cities and counties free of charge. The MOOG requires a clear width of 8.7 ft across the bridge to operate. According to measurements provided by the City, the bridge has a clear width of 8.8 ft which is sufficient for operation of the MOOG.

To request use of the MOOG, a preliminary load rating analysis of the bridge and Program Administrator (PA) approval is required. Stantec will perform a preliminary load rating making conservative assumptions to show that safe operation of the MOOG is possible. The preliminary load rating will be provided to the City of Faribault for coordination with the PA for review and approval. After PA approval, Stantec will coordinate with MnDOT for use of the MOOG.

Reference: In-Depth Inspection of the Deer Pedestrian Bridge

MnDOT inspection staff will be responsible for operation of the MOOG during the inspection. If, at any time during the inspection, site conditions indicate unsafe operation of the MOOG, the inspection will be immediately stopped, and alternative plans will be coordinated with the City.

Measurements of the bridge condition will be recorded to the extents possible. Due to the layout of the beams, two groups of three beams set side by side, a full visual inspection of each beam is not possible. Stantec will use sounding and other techniques to determine areas of rot and decay.

1.1.2 LOAD RATING

After the inspection is completed, Stantec will complete a load rating of the bridge to determine the level of service can safely accommodate. The load rating will incorporate the deterioration and measurements noted during the in-depth inspection. The load rating will be performed as recommended by the latest editions of the MnDOT Bridge Load Rating and Evaluation Manual and AASHTO Manual for Bridge Evaluation (MBE).

1.1.3 SUMMARY REPORT

Stantec will prepare a summary report detailing the results of the inspection and load rating. Maintenance and repair recommendations will be provided.

1.2 STANTEC DELIVERABLES

- Preliminary load rating with conservative assumptions.
- In-depth inspection and field measurements.
- Final load rating using field measurements.
- Inspection, Load Rating, and Repair Recommendations Summary Report
- Meet with City staff to discuss findings and recommendations.

1.3 COMPENSATION FOR BASIC SERVICES

Payment for Basic Services outlined above; the City will pay Stantec on an hourly basis not to exceed **\$11,250.00**, including expenses. If something unforeseen occurs or extra work appears necessary due to inspection findings, we will not exceed this fee without written authorization from the City.

1.4 SCHEDULE

Stantec proposes to inspect the bridge in the Spring of 2024, subject to availability of the MOOG inspection trailer and MnDOT staff. The Inspection, Load Rating, and Repair Recommendations report will be submitted to the City for review one month after the inspection date.

Reference: In-Depth Inspection of the Deer Pedestrian Bridge

1.5 SUPPLEMENTAL SERVICES

During the project, needs may arise outside of the scope of Basic Services described above. If additional services are requested by the City, Stantec will prepare a fee estimate based on estimated hours and estimated expenses. We will not perform such services without the City's written authorization.

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

Best regards,

STANTEC CONSULTING SERVICES INC.



Michael Leonard P.E.

Bridge Engineer

Phone: 612-712-2080

michael.leonard@stantec.com



Joe Palen P.E.

Principal

Phone: 507-529-6036

joseph.palen@stantec.com

Attachment: Stantec Standard Terms and Conditions

Reference: In-Depth Inspection of the Deer Pedestrian Bridge

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

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

Per: _____
Client Company Name

Print Name & Title

Signature

1. IDENTIFICATION PLATE

**MOOG USA Inc.**

740 Industrial Ave.

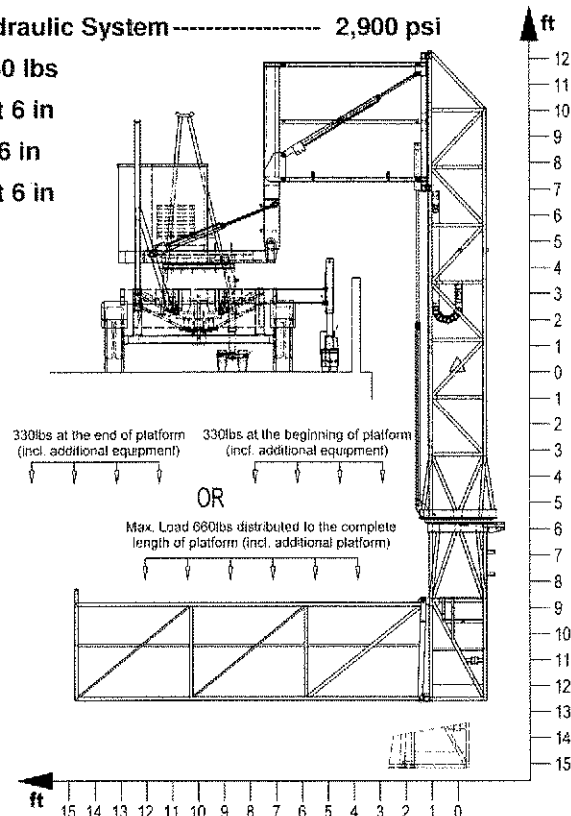
Bedford, VA 24523

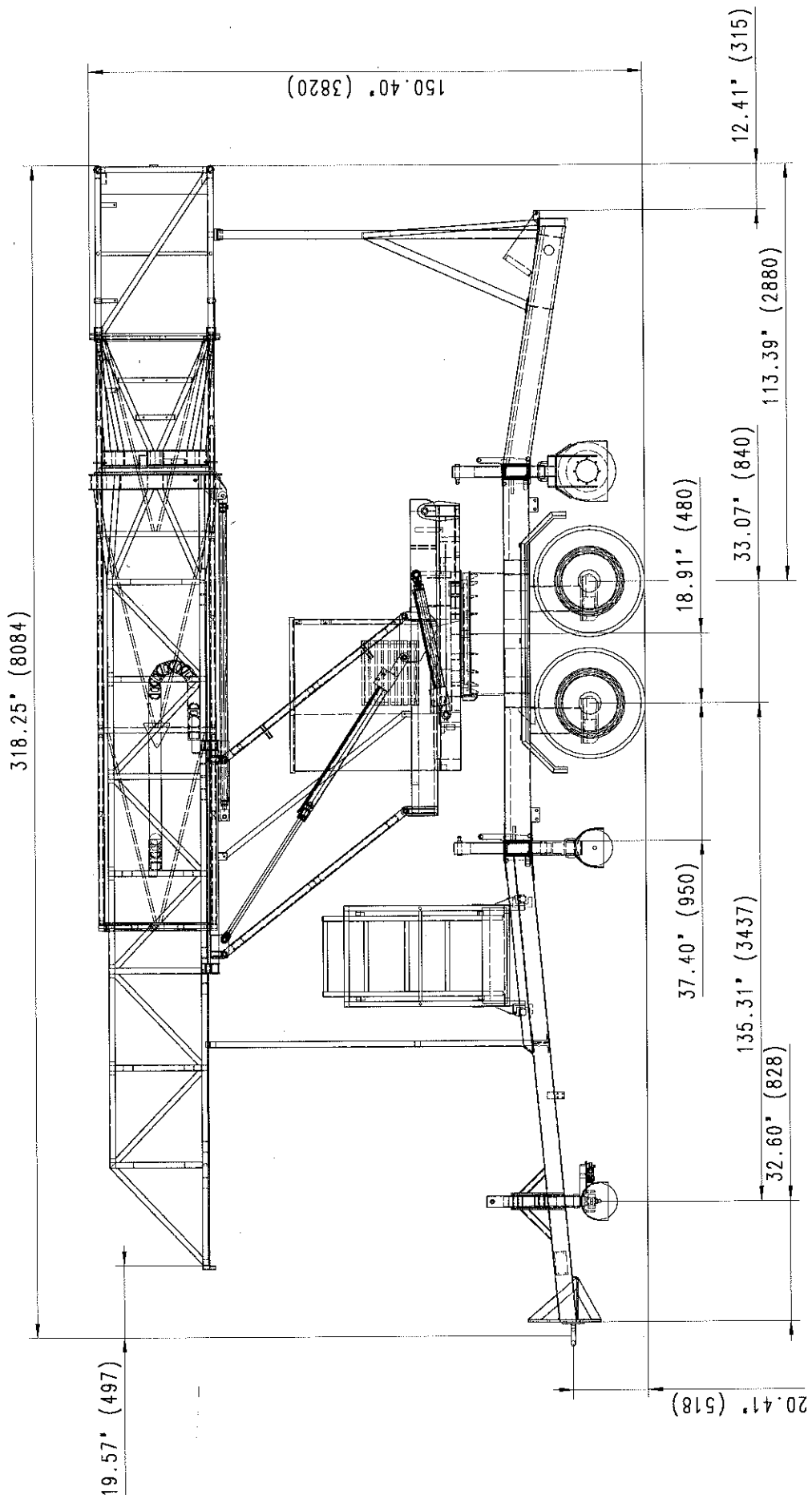
Telephone: 540-586-6700

Fax: 540-586-6161

Make-----	MBI 50-1/S
Serial number-----	01.0415.09
Year of Manufacture-----	2009
Horizontal reach-----	15 ft.
Width of platform-----	3.2 ft.
Space required of Bridge-----	8.7 ft.
Max. load on platform-----	660 lbs
Max. load on far end of platform-----	330 lbs
Max. carrying capacity-----	2 People + 310 lbs
Max. lowering depth-----	15 ft.
Rotation of platform-----	180°
Maximum Over-bridging of Sidewalk-----	4.9 ft.
Maximum Crossing of Safety Fence-----	8 ft.
Maximum Grade in Either Direction-----	5%
Maximum Super Elevation in Either Direction-----	10%
Maximum Working Pressure for the Hydraulic System-----	2,900 psi
Gross Trailer Weight-----	6,660 lbs
Length of unit-----	26 ft 6 in
Width of unit-----	7 ft 6 in
Height of unit-----	12 ft 6 in

**OPERATION OF
THE UNIT IS NOT
ALLOWED DURING
WIND SPEEDS
EXCEEDING 28
MILES PER HOUR**





07. Juli 2009
Schäfers

MBB Maschinenbau Bielefeld D-8083 Dagebühlertal Tel. (0524) 9451-11 Fax (0524) 9451-12 E-Mail: info@mbb.de		Maßstab: 1:20	Gewicht:
Datum: 06.07.2009 Erst: 06.07.2009 Bearb.: 06.07.2009 Gepr.: 06.07.2009		Kunde: Minnesota DOT MBI 50-1/S Transport Position	
Zeichnungsnummer: 09.1050.5101.1		Seriennummer: 010415.09	
Blatt: 1		Speicherung: MBI 50 04512 Zeichnung Transport T-045-1	
Zust. Änderung	Datum	Name Ursprung	

Overall width: 89,76" (2280)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: March 12, 2024
SUBJECT: Approve Memorandum of Understanding with Local 70

Background:

Local 70 employees have voted on the approval of a Memorandum of Understanding (MOU) that allows employees to participate in a Health Care Savings Plan (HCSP). The MOU is attached, and is approved by the Minnesota State Retirement System (MSRS). Staff recommends the approval of the MOU as written, to begin on March 17, 2024.

Recommendation:

Approve MOU with Local 70

Attachments:

1. MOU Local 70 3-12-24

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault, hereafter called the City, and International Union of Operating Engineers Local 70, hereafter called the Union.

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

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

WHEREAS, all Union employees wish to contribute a percentage of their gross wage, every pay period, into an employee HCSP account going forward; the percentage is listed below.

WHEREAS, all Union employees wish to contribute any and all severance (sick time, vacation, holiday, comp time) and early retirement buyouts or offerings, at time of retirement or termination, into an employee HCSP account going forward; and

NOW, THEREFORE, the City and the Union agree to amend the CBA in accordance with the following terms and conditions of this MOU:

1. The City will withhold the following percent of the employees Gross Wages every pay period for all employed within the Bargaining Unit to be distributed into an employee HCSP account.
1-10 years 1% of Gross Wages
11+ years 2% of Gross Wages
2. The City will remit any and all unused sick leave (yearly buyback) to the employees HCSP account in accordance with Article 20.1 (Leave of Absence), Section G.
3. The City will remit any and all Severance and Early Retirement buyouts or offerings (vacation) unused vacation, unused sick leave balance into the employees HCSP account upon separation or termination in accordance with the City or Contract Policies/Articles.

4. NOTE: This will remain in effect for the remainder of this CBA, until December 31, 2024, at which time the Union will review again to make changes as the Union sees fit. All employees must participate in the HCSP adopted through this MOU unless they are eligible to waive participation as determined by the HCSP. If a participant is granted a waiver by MSRS then that election is irrevocable. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.

For : City of Faribault

For: International Union of
Operating Engineers Local 70

Mayor

Scott Marsyla, Business Manager

City Administrator

Drew Brodeen, Business Representative

Matt Valentyn, Steward

Chas Schroht, Steward

Derek Herauf, Steward

Kari Casper, Steward

Mike O'Rourke, Steward

Spencer McDermott, Steward

Date

11 MAR 2021

Date

DB/mrm/opeiu#12



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: March 12, 2024
SUBJECT: Resolution 2024-057 Declare Old Firefighter Helmets as Surplus

Background:

NFPA 1851 states that firefighters can safely use their protective ensemble and its elements for up to 10 years. Fire helmets are elements of this ensemble. We have multiple helmets that are older than ten years that are taking up space and need to be discarded.

Recommendation:

Approve Resolution 2024-057 Declaring Old Firefighter Helmets as Surplus

Attachments:

1. Asset Retirement Form
2. Resolution 2024-057 Declare Old Firefighter Helmets as Surplus

**CITY OF FARIBAULT
ASSET RETIREMENT/TRANSFER FORM**

ASSET DESCRIPTION: Fire helmets

BARCODE NUMBER: _____ SERIAL NUMBER: _____

DEPARTMENT: Fire

LOCATION/ROOM NUMBER: _____

DATE OF CHANGE: 2/29/24

TYPE OF CHANGE:

SOLD: \$ _____ Attach copy of receipt and Barcode label

TRANSFERRED TO: Department Name _____ LOCATION/ROOM NUMBER: _____

TRADE IN: \$ _____ New Item Acquired _____

DESTROYED: \$ _____ Attach copy of receipt and Barcode label

Explanation of disposition Helmets have aged out per NFPA 1851

DEPARTMENT DIRECTOR SIGNATURE: [Signature]

FOR FINANCE OFFICER ONLY

ENTERED INTO CAPITAL ASSET SYSTEM YES NO DATE _____

NOTES INITIALS _____

CITY OF FARIBAULT

RESOLUTION #2024-057

DECLARE OLD FIREFIGHTER HELMETS AS SURPLUS

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

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

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council declares our old firefighter helmets as surplus.

Date Adopted: March 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: March 12, 2024
SUBJECT: Resolution 2024-054 Approve a Conditional Use
Permit for a Drive-Through Restaurant in the
Faribo West Mall Parking Lot at 190 Western
Avenue N

Background:

Paul Gray, Jr. (the "Applicant"), on behalf of Deb and Jaime Sonnek (the "Business Owner"), in coordination with Faribo West Mall, LLC (the "Property Owner"), requests approval of a conditional use permit (CUP) for a drive-through restaurant at 190 Western Avenue North (the "Property"). The Applicant proposes replacing the former 144-square-foot Mojoe 2 Go drive-through coffee building on the Property with a new 544-square-foot drive-through restaurant offering soup, sandwiches, and ice cream.

In 2012, the City Council approved a CUP allowing Mojoe 2 Go to have a drive-up window with four vehicle stacking spaces. Mojoe 2 Go ceased operating at the site several years ago. Consequently, the CUP associated with the existing building expired. Though larger, the Applicant's proposed building will be similar to the former Mojoe 2 Go building in that it will have a drive-up window and four vehicle stacking spaces. Like the former Mojoe 2 Go building, the proposed restaurant will have a menu board that does not have a microphone and loudspeaker. Customers will give their orders directly to employees at the drive-up or walk-up windows.

The proposed structure includes a thinset brick/stone knee wall with stucco-like wall panels. It also includes an accessible restroom and kitchen/food-prep area for approximately two employees during normal business hours. The proposed structure does not include indoor dining, but the Applicant may provide a small seasonal outdoor seating area. Refer to the attached resolution's exhibits for additional information.

Sec. 8-270 of the Unified Development Ordinance (UDO) requires a drive-

through restaurant to have stacking space for four cars at the menu board and four cars at the drive-up window. In this case, there is a menu board before the window, but customers cannot order from the board. Similar to the approved 2012 CUP for the former Mojoe 2 Go building, the proposed restaurant will have four car stacking spaces for the window but not the menu board. The City Planner and the Development Review Committee (DRC) determined that Sec. 8-270 of the UDO is intended to apply to a "two-phase" system where customers order at the menu board, which is not what the Applicant proposes. Therefore, the City Planner and DRC recommend allowing four stacking spaces (instead of eight), consistent with the City's understanding of the UDO. The City Planner does not anticipate vehicle stacking issues associated with the proposed use.

The Planning Commission held a public hearing on March 4 to consider the Applicant's CUP request. No one from the public commented to City Staff or the Planning Commission. The Planning Commission provided written findings to support the requested CUP and unanimously recommended that the City Council approve the CUP.

Recommendation:

Approve Resolution 2024-054.

Attachments:

1. Resolution 2024-054 Approve a Conditional Use Permit for a Drive-Through Restaurant in the Faribo West Mall Parking Lot at 190 Western Avenue N

CITY OF FARIBAULT

RESOLUTION #2024-054

APPROVE A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH RESTAURANT IN THE FARIBO WEST MALL PARKING LOT AT 190 WESTERN AVENUE N

WHEREAS, Paul Gray Jr. (the "Applicant") on behalf of Deb and Jaime Sonnek (the "Business Owners") request a conditional use permit for a drive-through restaurant in the Faribo West Mall parking lot at 190 Western Avenue N. The subject site is legally described in Exhibit A of this resolution; and

WHEREAS, City Staff completed a review of the application and prepared a report to the Planning Commission about said request, attached as Exhibit B; and

WHEREAS, the Planning Commission, on March 4, 2024, received the City Staff report, and following proper notice, held a public hearing to consider the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommend City Council approve the Applicant's conditional use permit request based on the findings required in Section 2-300 of the Unified Development Ordinance as follows:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Finding: The proposed drive-through restaurant will not be detrimental to or endanger the public. The proposed drive-through restaurant will offer convenient meal options to customers, the site plan is designed for safe traffic movements, and the building and business will meet all applicable local and State requirements for operation.

2. **The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Finding: The proposed drive-through restaurant will not negatively impact other properties in the vicinity. Drive-through restaurants are compatible with commercial uses in the mall and on surrounding sites.

3. **The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The proposed structure is designed to be compatible with the architectural appearance of the mall and will fit with the character of the surrounding area. The drive-thru lane and layout of parking lot will permit compatibility between this use and any vehicular or pedestrian traffic.

4. **The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Finding: The proposed drive-through use does not generate hazards or disturbing activities that will negatively affect other properties.

5. **The conditional use will not substantially diminish the value of neighboring properties.**

Finding: The proposed drive-through use at this location is unlikely to diminish nearby property values. City Staff anticipates investment in buildings in this area may have a positive impact on nearby property values.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

Finding: Public sewer, water, and all other applicable municipal services serve the subject property. The property is located along a collector street and has adequate access. The application will not generate a notable increase in public service demand.

- 7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Finding: The proposed drive-through restaurant will not create excessive additional demand for public facilities or services compared to uses already found in the surrounding area. This use and business will expand dining options for residents and visitors to the city's economic benefit.

- 8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

Finding: The proposed drive-through restaurant layout successfully operated under a prior food service business on-site, which did not impact traffic movement in the parking lot at the mall or on public streets. The site plan provides for proper traffic circulation without causing congestion.

- 9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.**

Finding: The proposed site of the drive-through restaurant is on an existing parking lot at a mall that does not have any natural, scenic, or historic features of importance to the community.

- 10. The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.**

Finding: The proposed drive-through restaurant property is guided by the City's Comprehensive Plan for commercial uses. The application is a commercial use consistent with the land use plan.

- 11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.**

Finding: The application conforms to the Unified Development Ordinance requirements, including uses allowed in the C-3 zoning district and the development standards in Section 7-30 of the Unified Development Ordinance.

WHEREAS, the Section 7-30 of the Unified Development Ordinance includes specific development standards required for drive-through restaurants which are met by this application as follows:

Restaurant, drive-through.

- 1. The use shall be located only on sites having direct access to arterial or collector streets or service roads.**

Finding: The subject site in this case is located along Western Avenue N, classified as a collector street.

- 2. The public address system, if provided, shall not be audible from any residential parcel.**

Finding: The proposed drive-through restaurant does not include a public address system for ordering items.

3. **Stacking shall be provided in compliance with Section 8-270 and shall be located within applicable parking lot setbacks.**

Finding: The proposed drive-through restaurant includes stacking for four cars at the window as required by Section 8-270 of the Unified Development Ordinance and since the proposal does not have a stand-alone menu order board the stacking requirement for the menu board is not applicable in this case. The intent behind stacking requirements is to provide queuing for vehicles before the customer interacts with employees and orders or picks up food. The only point of interaction between customers and customers (other than the walk-up window) is at the drive-thru window. The DRC and City Planner determined the proposed four stacking spaces at the window meet stacking requirements listed in Section 8-270.

4. **The premises, all adjacent streets, sidewalks and alleys, and all sidewalks and alleys within one hundred (100) feet shall be inspected regularly for the purpose of removing any litter.**

Finding: The applicant is aware of this ongoing requirement and the City will monitor the site for compliance with this standard.

WHEREAS, the City Council during a public meeting on March 12, 2024, considered the Applicant's conditional use permit request; and

WHEREAS, the City Planner, DRC, and Planning Commission determined the proposed drive-through stacking in the conditional use permit meets the intent of stacking requirements in Section 8-270 by only having one place to order food as opposed to a "two phase" system of menu board with ordering system and drive-up window; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission as noted above, the City Council concurs with the findings of the Planning Commission and makes identical findings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARIBAULT, MINNESOTA, AS FOLLOWS:

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit request for a drive-through restaurant in the parking lot of the Faribo West Mall, at 190 Western Avenue, subject to the conditions presented in Sections 2 and 3 of this Resolution.

Section 2: Conditions of Approval. The conditional use permit shall be approved subject to conditions listed herein as authorized under Section 2-310 of the Unified Development Ordinance which are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The application is subject to site plan approval by the Development Review Committee.
2. The walk-up area in front of the kiosk between the proposed building and the street shall be raised sidewalk level with the concrete stoop to access the kiosk and provide separation from vehicle traffic.
3. A railing or similar element be used along the eastern edge of the walk-up waiting area in front of the kiosk.
4. Restripe area along drive-through to clarify end of vehicle stacking.
5. Outdoor seating shall be placed away from the accessible ramp.
6. The applicant shall coordinate with Building Safety, Engineering, and Planning & Zoning during building permit regarding restroom access to the public and door placement/swing along the accessible route between parking and walk-up waiting area.
7. Approval of this conditional use permit does not constitute approval of any associated signs. Separate applications for sign

permits are required before sign installation and applications must meet all City ordinance requirements.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Applicant and Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.
6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 4. Findings and Incorporation of Recitals and Exhibits. Where applicable, the recitals and exhibits incorporated in this

resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution shall be effective upon passage.

Date Adopted: March 12, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Lot 1, Block 1, Faribault West Mall Addition,
City of Faribault, Rice County, Minnesota.

Exhibit B
Staff Report

(Insert Staff Report)



Staff Report to the City Council

TO: City Council
THROUGH: Tim Murray, City Administrator
FROM: David Wanberg, Community & Economic Development Director
MEETING DATE: March 12, 2024
SUBJECT: Approve a Conditional Use Permit for a Drive-Through Restaurant in the Faribo West Mall Parking Lot at 190 Western Avenue N

Request:

Deborah and Jaime Sonnek (Applicants) seek approval of a Conditional Use Permit (CUP) at 190 Western Avenue North for a drive-through restaurant in C-3 Community Commercial District zoning.

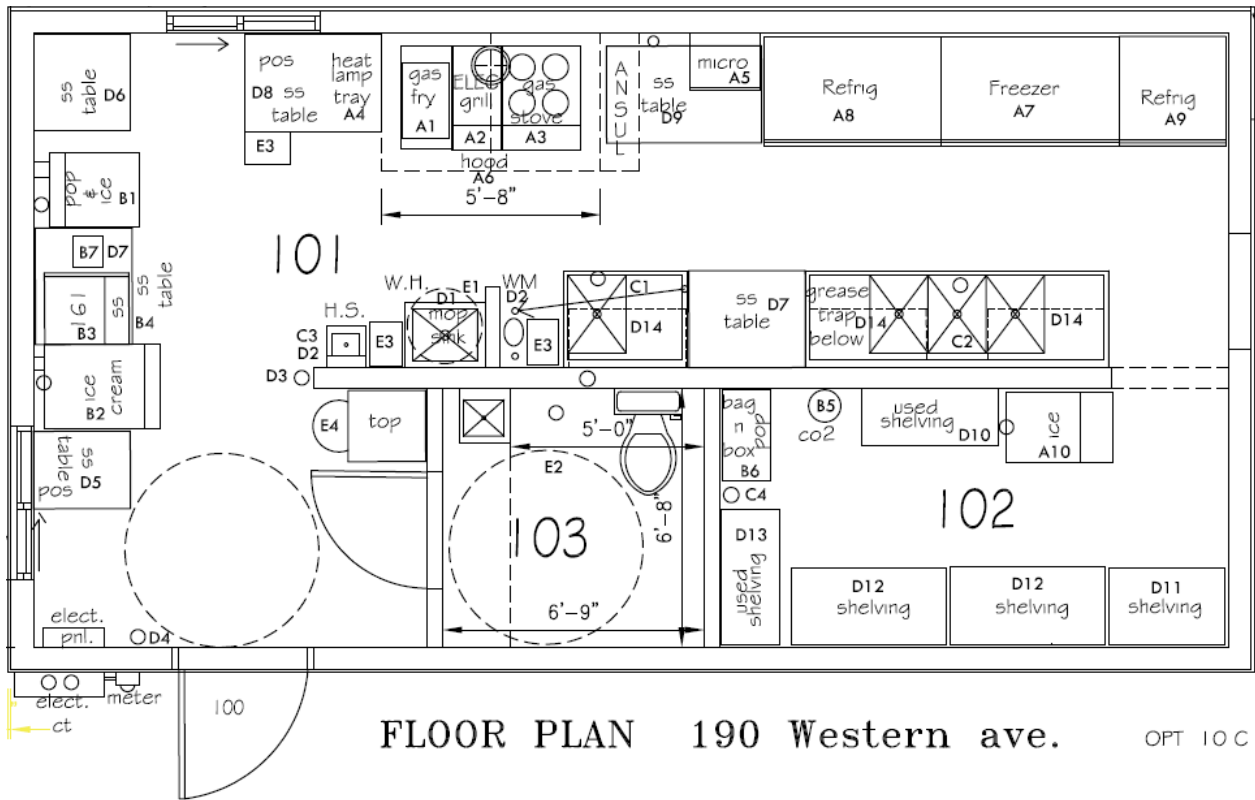
Background:

In 2012, the City approved a CUP for Mojoe to Go coffee kiosk with a drive-up window in the Faribo West Mall parking lot. The existing coffee kiosk is 144 square feet (8' X 18') in area and the drive-up window has a staging area for 4 cars at the window and does not have a separate menu/order board as orders are made at the window. The site has a long-term land lease from the Faribo Mall property owners, so the kiosk building is separately owned. Mojoe to Go went out of business at the site several years ago and is most recently used as an insurance office over a year ago, so the CUP for a drive-through restaurant lapsed.

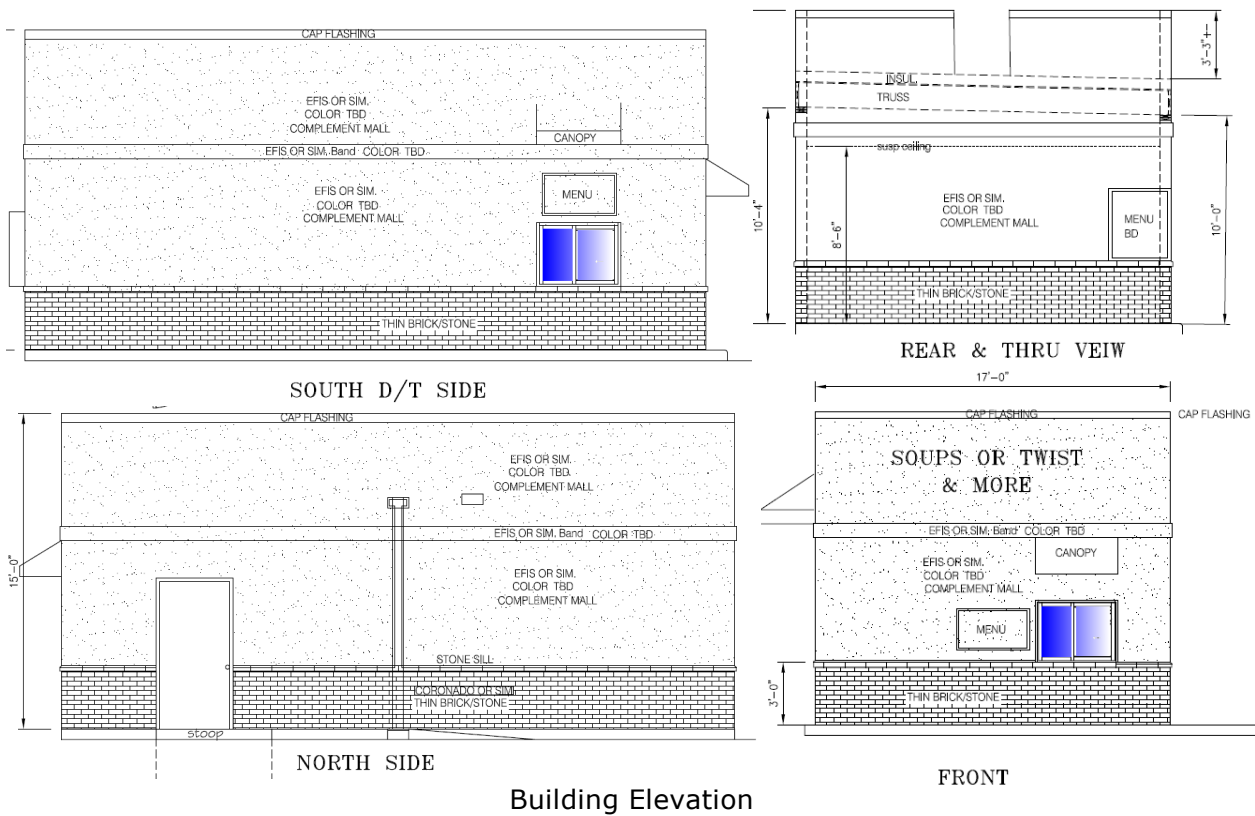


Location of the kiosk site at the Faribo West Mall

The site plan shows a rectangular building labeled '190 kiosk' with various features and dimensions. To the north is a 'DMV temp training area'. To the west and south are 'ASPHALT LOT' areas. The plan includes labels for 'lot light', 'concrete walk up area', 'conc. stoop', 'covered trench drain', 'outside seasonal seating', 'see detail trash area', 'HC sign', 'guard rail', 'order wdw', 'menu', 'plants', 'river rock mulch', 'drive up', 'curb', 'A frame preveiw', 'point raised curb', 'stripe', 'board', 'speaker post', 'caution', 'offsets from old kiosk', 'outline', 'guard rail', '400A 3ph 120/208 VERIFY W/EXCEL', '30'-6 5/16"', '50'-6"', '9'-6"', '21'-0"', '30'-7"', '30'-2 15/16"', and 'ped'. Dimensions are provided for various sections and setbacks.



New Kiosk Floor Plan



Discussion:

Comprehensive Plan. The 2040 Comprehensive Plan guides the subject site for commercial use. The proposed use fits within this plan classification.

Zoning. The property is within the C-3, Community Commercial District, which allows drive-through restaurants with a CUP. The proposed new kiosk meets structure setbacks.

Parking and Traffic. Sec. 8-270 of the UDO requires that a drive-through restaurant have stacking for 4 cars at the menu board and 4 cars at the first drive-up window. In this case, there is a menu board before the window, but customers cannot order at the board. Just as the coffee kiosk was approved in 2012, the current plan proposes a 4-car stacking area at the window only without the extra 4 spaces at a menu/order board. The City Planner and DRC determined that the intent of the ordinance is to address a “two-phase” system where customers order at the menu board, which is not the case here. Therefore, the City Planner and DRC recommend not requiring a total of 8 stacking spaces, consistent with their determination on the code’s intent, and do not anticipate stacking issues resulting from this setup.

Table 8-4. Stacking requirements for drive-in and drive-through facilities.

Use	Minimum number of stacking spaces
Financial institution w/drive-up teller	6 spaces per window or kiosk
Financial institution w/drive-up ATM	2 spaces per window or kiosk
Car wash - self service	4 spaces per bay at entrance 1 space per bay at exit
Car wash - automatic	3 spaces per bay at entrance door and 2 per bay in entrance lane 1 space per bay at exit
Drive-through restaurant	4 spaces behind menu board 4 spaces behind first window
Gas stations	2 spaces per pump
Other drive-up uses	2 spaces per window

In addition to the drive-through, restaurants are to have parking for 30% of building capacity and take-out food stores are required to have 1-space per 100 SF of customer area. The proposal has an employee-only interior area with no designated customer area. The Planning Coordinator and City Planner determined the proposal will generate minimal parking demand in this case and the greater parking lot for the mall has capacity for peak points of activity.

Development Standards. The proposal meets the required development standards for drive-through restaurants and conditional use permits. The full

set of criteria and findings may be found in the attached draft resolution.

Utilities. The existing site is served by City sanitary sewer and water services.

Public Comment. Staff did not receive any public comment prior to publishing this report. Property owners within 350 feet of the property received a notice in the mail after February 14th and a notice appeared in the newspaper on February 17th.

Development Review Committee

The DRC recommended in favor of this proposal with some conditions:

1. The walk-up area in front of the kiosk between the proposed building and the street shall be raised sidewalk level with the concrete stoop to access the kiosk and provide separation from vehicle traffic.
2. A railing or similar element be used along the eastern edge of the walk-up waiting area in front of the kiosk.
3. Restripe area along drive-through to clarify end of vehicle stacking.
4. Relocation of outdoor seating away from accessible ramp.
5. Coordinate with Building Safety, Engineering, and Planning & Zoning regarding restroom access to the public and door placement/swing along accessible route between parking and walk-up waiting area.

Staff acknowledges that many of these conditions are satisfied in the most recent plan version.

March 4, 2024 Planning Commission

At the March 4 Planning Commission meeting, the Planning Commission unanimously recommended in favor of this proposal with the conditions in the associated resolution.

Recommendation:

The Planning Commission recommends City Council approve Resolution 2024-057 approving a Conditional Use Permit for a Drive-Through Restaurant in the Faribo West Mall Parking Lot at 190 Western Avenue N using the recommended findings.

Attachments:

- Applicant Submittal



APPLICATION FOR REQUESTED ACTION
Conditional Use Permit

Planning Case # _____
Filing Fee _____
Hearing Date _____

SITE ADDRESS 190 WESTERN AVE.

APPLICANT DEB, & Jaime SONNEK E-MAIL dasonnek@gmail.com

PHONE 507-330-0750 (H) _____ (W) _____ (FAX) _____

ADDRESS 1308 GREENLEAF RD. FARIBAUT, MN. 55021

DEVELOPER (if other than applicant) PAUL GRAY (email) pagray@gray-companies.com

PHONE 507-838-5987 (H) 507-334-3400 (W) 507-334-0045 (FAX) _____

ADDRESS 205 WESTERN AVE. FARIBAUT, MN. 55021

LEGAL DESCRIPTION LOT 1, Blk 1, Faribault West Mall Addition, Faribault,
RICE COUNTY, MN.

ACREAGE/SIZE OF PROPERTY —

CURRENT ZONING C3 Community Commercial District

EXISTING USE OF PROPERTY Drive up kiosk

PROPOSED USE OF PROPERTY Food Service Drive Thru & walkup kiosk
(Including number of units per acre and types of uses if mixed use)

IDENTIFY ALL ADJACENT LAND USES MAIL, RETAIL, BANK

SIGNATURE OF OWNER [Signature] DATE 1-9-24

SIGNATURE OF APPLICANT [Signature] DATE 1-9-24
(Must submit proof of property control)

PLEASE PROVIDE ALL INFORMATION REQUESTED ON THIS FORM
AND THE ATTACHED CHECKLIST.

August 24, 2021

CONDITIONAL USE PERMIT
Required Submittals

♦ **Site plan**

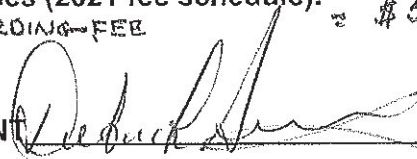
- ☒ Drawn to scale, with scale noted
- ☒ Date and North arrow
- ☒ Boundaries and dimensions shown graphically
- ☒ Location of any streets, public trails, railroads, or waterways
- N/A ☐ Present and proposed topography of the site and adjacent areas within 50 feet by contour lines at an interval of not more than 5 feet, and by use of directional arrows, the proposed flow of storm water runoff from the site
- ☐ Location of existing and proposed structures (height and gross floor area noted), with distance from property lines noted *SEE PAGES*
- ☒ Location and dimensions of existing and proposed off-street parking and loading spaces, curb cuts, aisles, and walkways, with distance from property lines noted
- ☐ Location, height, and material for screening walls and fences
- ☒ Type of surfacing and base course proposed for all parking area, loading areas, and walkways
- ☒ Location of all existing and proposed water lines, hydrants, sanitary sewer lines and storm drainage systems
- ☒ Existing and proposed public streets or rights-of-way, easements, or other reservations of land on the site
- ☒ Location and method of screening of outdoor trash storage areas *TBD wood or sim.*
- ☐ Location and size of all proposed signage *TBD*
- ☒ Location and height of proposed lighting facilities *EXISTING*
- ☒ Elevation views of all proposed buildings or structures, with building materials and proposed colors noted
- N/A ☐ Indicate the ultimate development of the site and proposed development phases when a site is to be developed in stages
- N/A ☐ Landscaping plan

♦ **Required supplemental information**

- ☐ Describe the project in detail (Include: Size of all structures existing and proposed and *17' x 32'* any modifications to existing, type of business and associated storage/display, type of clientele, hours of operation, number of employees, number of customer seats if food service related, handling of deliveries, unique site characteristics, proposed modifications to topography and/or drainage, development schedule, etc.) *N/A*
- ☐ Written summary explaining how the proposed use is compatible with the neighborhood *Service*
- ☐ Written summary explaining if and how the proposed development will impact traffic *Help eliminating crossing lanes & start down*
- ☐ Written statement as to why you feel the conditional use permit should be approved
- ☐ Other information as required

- ♦ **Filing fee:** ^{500.00} ~~\$300~~ for all uses (2021 fee schedule). *+ 46.00 RECORDING FEE* = *\$546.00*

SIGNATURE OF APPLICANT



DATE 1-9-24

Planning case # _____

To Whom it May Concern:

Jaime & Deborah Sonnek purchased 190 Western Ave, Kiosk on Fariba West Mo parking lot. The former building was known as Mojo to Go.

Sonnek's plan is to remove the existing building and expand the site & building. Sonnek's new adventure will be named Soup or Twist & More.

The menu will be various homemade soups, soft serve ice cream with a flavor burst adding 8 different flavors, sandwiches and daily specials. All orders will be go, we will have no indoor seating. When weather permits we would like to incorporate limited outdoor seating. We will have a drive through and walk up window for our customers.

Sonnek's employees will consist of Jaime & Deborah Sonnek, possibly a couple family members & possibly 2-4 full time employees.

Example Menu

Soup or Twist & More

Soup of the day
Soup listed

Pop

Ice cream
Ice cream flavors

Sandwiches
Side choices

Today's Specials

